

**LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, MAY 27, 2003
CITY HALL, 7:00 P.M.**

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 MEETING TO ORDER AT 7:00 P. M.

2. ROLL:

Councilmembers:

McCloskey _____ Christensen _____
Gill-Gerbig _____ Giannetti _____
Mayor Dains _____

Staff: Getschow _____

3. APPROVAL OF THE AGENDA

4. APPROVAL

- A. Approval of minutes of 5/13/03 City Council Meeting
- B. Approval of claims totaling \$173,724.65

5. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS NOT ON THE AGENDA

Any member of the public may speak at this time on any item NOT on the agenda. In consideration of 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 under Additional Items 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 Council's 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.

FILE

6. CONSENT

7. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS/ CITIZENS ADDRESSING STREET AND UTILITY IMPROVEMENTS

- A. Meeting Announcement- Refuse Task Force Neighborhood Meeting, Tuesday, June 3 at 6:30 p.m.

8. INFORMATIONAL PRESENTATIONS

9. 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.

10. ACTION

- A. Resolution 052703A: A Resolution Providing for the Issuance and Sale of the City's \$990,000 General Obligation Improvement Bonds, Series 2003A
- B. Approval of the Easements for the 2003 Street and Utility Improvements
- C. Resolution 052703B: A Resolution Authorizing the Application for the Livable Communities Demonstration Program
- D. Consideration of a Refuse Hauler License for Armor Waste Systems

11. REPORTS

- A. 2000-2003 Street and Utility Improvements Financial Report

12. ITEMS REMOVED FROM THE CONSENT AGENDA

13. ADDITIONAL ITEMS

14. SET AGENDA FOR NEXT MEETING

15. ADJOURNMENT

**Lauderdale City Council
Meeting Minutes
May 13, 2003**

1. Meeting called to order at 7:00 P.M.

2. ROLL

Council present: Christensen, Giannetti, McCloskey, Gill-Gerbig and Mayor Dains

Staff present: Administrator Getschow and Assistant to the City Administrator Bownik

3. APPROVAL OF THE AGENDA

A. Approval of Agenda. Motion by Christensen, second by Gill-Gerbig to approve the agenda. Motion carried unanimously.

4. APPROVAL

A. Approval of Minutes. Motion by Giannetti, second by Gill-Gerbig to approve the minutes of the April 22, 2003 City Council meeting. Motion carried unanimously.

B. Approval of Claims totaling \$43,686.81. Motion by Christensen, second by Gill-Gerbig to approve the claims totaling \$43,686.81. Motion carried unanimously.

C. Approval of Pay Request #11 for the 2002 Street and Utility Improvements for Northdale Construction in the amount of \$18,894.39. Motion by Giannetti, second by Christensen to approve Pay Request #11 for the 2002 Street and Utility Improvements in the amount of \$18,894.39. Motion carried unanimously.

D. Approval of Pay Request #1 for the 2003 Street and Utility Improvements for S.M. Hentges and Sons in the amount of \$73,546.48. Motion by Christensen, second by McCloskey to approve Pay Request #1 for the 2002 Street and Utility Improvements in the amount of \$73,546.48. Motion carried unanimously.

5. OPPORTUNITY FOR THE PUBLIC TO ADDRESS ITEMS NOT ON THE AGENDA
6. CONSENT
7. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS/
CITIZENS ADDRESSING STREET AND UTILITY IMPROVEMENTS
8. INFORMATIONAL PRESENTATIONS
9. PUBLIC HEARINGS

A. Front-Yard and Side-Yard Setback Variance for a deck at 1771 Eustis Street. Assistant to the City Administrator Bownik stated that Calvin Coleman Jr., 1771 Eustis Street, was requesting to encroach into the front yard setback by 13 feet (from 30 feet to 17 feet) and into the side yard setback by 2 feet (from 5 feet to 3 feet) to build a front yard deck. The proposed deck or platform would replace a dilapidated structure that has since been removed and had included steps and a landing (including an overhead roof) to the front door of the house and had encroached five feet into the front yard setback.

The property currently has access from the alley as well as from Eustis Street. There is a two car attached garage in the rear yard that is accessed from the alley. However, a driveway also exists in the front yard from Eustis Street that leads to the front of the house. The deck encroachment of 13 feet into the front yard setback would result in a need to remove the driveway access from Eustis Street because it would no longer be in compliance with the driveway length requirements. The owners have stated that they would remove the concrete driveway in the front of the property with this project.

Bownik stated that the Planning Commission did not meet to discuss the variance request but did receive the information packet and have been invited and encouraged to attend the council meeting in order to provide input to the Council. Wayne Sisel, Plan Commission Chair, did provide some written input to the Council that Bownik read into the record as follows:

1. The front driveway and curb cut needs to be removed and the barrier curb restored.
2. The plan drawing of the front of the house does not appear to reflect the "notch" at the SE corner, formed by the enclosed porch being narrower than the front of the house proper.
3. I do not favor the encroachment into the north side yard. The south side yard is more generous and seems to make more sense for outdoor living space.
4. The 13-foot depth of the porch encroaching into the front yard should be reconsidered and reduced to a more reasonable 6' to 8' maximum.
5. My understanding of the two porch approach is that an air conditioning condenser unit rests in the space between the two proposed porches and the owner does not want to relocate it. Perhaps one continuous porch across the front with a "hole" for air circulation might be a better solution, visually.
6. Also if the deck had a lower silhouette (down a step or two from floor level) it might make less of an impact visually.

The Mayor opened the public hearing at 7:17 p.m.

Bownik read two letters from 1774 Eustis Street and 1775 Eustis Street, into the record that were opposed to the variance application.

Dale LaRoche, representing 1775 Eustis Street, asked about the details of the porch construction. He questioned why such a big deck was needed. He felt that it would not fit in well with the rest of the neighborhood. He also expressed concern with the condition of the overall property.

Faye LaRoche, representing 1775 Eustis Street, stated that she opposed the variance for the deck. It takes it up too much of the front yard and does not fit in with the rest of the neighborhood.

Shellenne Coleman, 1771 Eustis Street, stated that they were attempting to improve the neighborhood with this project. She stated that she has seen other front yard decks throughout the City similar to the one she is proposing that have a nice appearance and seem not to be a concern and fit in well in their respective neighborhoods. She stated that not all houses are alike and there are many different types of houses on her block.

The Mayor closed the public hearing at 7:35 p.m.

Bownik addressed the questions that were asked about the deck construction including the definition of platform in the building code.

10. ACTION

A. Consideration of a Front-Yard and Side-Yard Setback Variance for a deck at 1771 Eustis Street. Council member Giannetti clarified that the issue under Council consideration is strictly the variance application for the deck and not any other issues or concerns with the property.

Council member Gill-Gerbig stated that she does not support the variance application that is being considered. However, she does support almost every one the recommendations made by Plan Commission Chair Wayne Sisel in his submittal to the City [see notes above], which she reiterated.

Council member McCloskey also stated that he supported the changes proposed by Sisel and reiterated by Gill-Gerbig.

Council member Christensen stated that he agreed with everything that had been said thus far. He also stated that the applicant has room to build or expand their deck to the south of the property without encroaching into the setback areas.

The Mayor stated that he did not support the variance as presented, but did support the comments being made by Sisel and the Council.

Shellenne Coleman stated that they could comply with the conditions, following a clarification that steps are intended to fit into the proposed 8-foot front-yard encroachment.

Motion by Christensen, second by McCloskey to deny the variance as presented [13-foot front-yard setback and 3-foot side-yard variance] but to approve an 8-foot front-yard variance for the construction of a deck with the following conditions: (1)The front driveway and curb cut need to be removed and the barrier curb restored; (2) there be one continuous porch across the front with a "hole" for the air conditioning unit; and (3) the deck have a lower silhouette (down a step or two from floor level).

Council member Gill-Gerbig stated that she is extremely pleased that a compromise was able to be reached by all parties without a major problem. It is very heartfelt and positively affirming to be able to see everyone working together on this potentially volatile issue.

B. Resolution 051303A: A Resolution Initiating the Process for the Sale of the City's General Obligation Improvement Bonds. Bob Thistle, the city's financial and bond consultant from Springsted Incorporated, presented the Council with the recommendations for the issuance of \$990,000 in general obligation improvement bonds for the 2003 Street and Utility Improvement project. He requested that the Council approve a resolution initiating the issuance the bonds. A sale for the bonds would be set for May 27, 2003.

Motion by McCloskey, second by Giannetti to approve Resolution 051303A: A Resolution Initiating the Process for the Sale of the City's General Obligation Improvement Bonds, Series 2003A for the 2003 Street and Utility Improvements. Roll: Yes: all. Motion carried.

C. Approval of the 2003 1st Quarter Financial and Investment Report. Motion by Giannetti, second by Gill-Gerbig to approve the 2003 1st Quarter Financial and Investment Report. Roll: Yes: all. Motion carried.

11. EXECUTIVE SESSION RELATING TO ATTORNEY/CLIENT PRIVILEGE TO DISCUSS PENDING LITIGATION AGAINST THE CITY OF LAUDERDALE

The City Council went into executive session at 8:16 p.m. for the purpose of attorney-client privilege to discuss pending litigation against the City of Lauderdale regarding the Community Park property.

The Council came back into open session at 9:15 p.m.

12. ITEMS REMOVED FROM THE CONSENT AGENDA
13. ADDITIONAL ITEMS
14. SET AGENDA FOR NEXT MEETING
 1. 2000-2003 Improvements Financial Report
 2. 2003 Improvements Bond Sale
 3. 2003 Improvements Easements

A break was taken at 9:16 p.m. to transition into a work session discussion.

15. WORK SESSION DISCUSSION

The meeting resumed at 9:17 p.m. The Council discussed the 2003 Improvements and issues related to the timing of the improvements and written requests to open an alley in this phase of the improvements.

The Council then discussed the fact that the County Commissioner and county staff will be at the June 10 work session to discuss the county road turnback of Fulham Street.

16. ADJOURNMENT

Motion by Christensen, second by Gill-Gerbig to adjourn at 9:37 P.M. Ayes: All.

CITY OF LAUDERDALE

Claims for Approval

May 27, 2003 City Council Meeting

<u>Payroll</u>		
05/23/03 Payroll:	Check # 7367-7371	\$6,366.23
05/23/03 Payroll:	EFT: Federal Withholding Taxes/FICA	\$2,438.81
05/23/03 Payroll:	EFT: PERA	\$1,021.93
05/23/03 Payroll:	EFT: ICMA Retirement Fund	\$950.43
May '03 Payroll:	EFT: State Withholding Taxes	\$900.94
<u>Vendor Claims</u>		
05/27/03 Claims:	Check # 16325-16350	\$162,046.31

Subtotal of Claims From Above

\$173,724.65

Total Claims for Approval	\$173,724.65
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CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
007367	000000011	BOWNIK, JAMES	11	BI-WEEKLY	\$1,409.08	5/23/03	Outstanding
007368	000000003	GETSCHOW, RICK	11	BI-WEEKLY	\$1,802.99	5/23/03	Outstanding
007369	000000002	HINRICHS, DAVID C	11	BI-WEEKLY	\$1,319.26	5/23/03	Outstanding
007370	000000005	HUGHES, JOSEPH A	11	BI-WEEKLY	\$1,022.01	5/23/03	Outstanding
007371	000000037	WALSH, KEVIN	11	BI-WEEKLY	\$812.89	5/23/03	Outstanding
007366		VOID	11		\$0.00	5/23/03	Void
					\$6,366.23		

CITY OF LAUDERDALE

Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
Search Name ABDO ABDO EICK & MEYERS				
016325	5/27/03	052703claims 210021	\$1,650.00	'02 certified audit
016325	5/27/03	052703claims 210021	\$3,850.00	'02 certified audit
<i>Search Name ABDO ABDO EICK & MEYERS</i>			\$5,500.00	
Search Name AMERIPRIDE				
016326	5/27/03	052703claims m008779	\$81.64	paper towels
<i>Search Name AMERIPRIDE</i>			\$81.64	
Search Name AT & T				
016327	5/27/03	052703claims 1224949377	\$12.14	05/03 long distance
<i>Search Name AT & T</i>			\$12.14	
Search Name BIFFS, INC.				
016328	5/27/03	052703claims w189092	\$70.26	park biffy thru 5/13
<i>Search Name BIFFS, INC.</i>			\$70.26	
Search Name BONESTROO, ROSENE, ANDERLIK				
016329	5/27/03	052703claims 97802	\$12,618.76	04/03 '03 street/utility imp
016329	5/27/03	052703claims 97803	\$426.65	04/03 '03 street/utility imp
016329	5/27/03	052703claims 97801	\$94,052.09	plans/specs '03 st/util imp
016329	5/27/03	052703claims 97800	\$580.98	04/03 '02 street/utility imp
016329	5/27/03	052703claims 97799	\$98.00	04/03 general engineering
<i>Search Name BONESTROO, ROSENE, ANDERLIK</i>			\$107,776.48	
Search Name BROWNING-FERRIS IND OF MN				
016330	5/27/03	052703claims 5/27/03	\$2,415.00	04/03 recycling
<i>Search Name BROWNING-FERRIS IND OF MN</i>			\$2,415.00	
Search Name CINTAS				
016331	5/27/03	052703claims 5/27/03	\$74.46	5/12, 5/19 pw uniforms
<i>Search Name CINTAS</i>			\$74.46	
Search Name CITY OF ROSEVILLE				
016332	5/27/03	052703claims 4059	\$164.08	05/03 technical services
<i>Search Name CITY OF ROSEVILLE</i>			\$164.08	
Search Name CITY OF ST ANTHONY				
016333	5/27/03	052703claims 767	\$19,266.66	06/03 police services
<i>Search Name CITY OF ST ANTHONY</i>			\$19,266.66	
Search Name CITY OF ST PAUL				
016334	5/27/03	052703claims 056965	\$5,539.73	'97 larp ave reconstruction/water imp
016334	5/27/03	052703claims 056964	\$12,793.80	'97 larp ave reconstruction/water imp
<i>Search Name CITY OF ST PAUL</i>			\$18,333.53	
Search Name CUSTOM ROCK				
016335	5/27/03	052703claims 403001-IN	\$1,691.00	concrete '02 street/utility imp
<i>Search Name CUSTOM ROCK</i>			\$1,691.00	
Search Name GETSCHOW, RICK				
016336	5/27/03	052703claims 5/27/03	\$109.88	reimb: mcma conf lodging
<i>Search Name GETSCHOW, RICK</i>			\$109.88	

CITY OF LAUDERDALE

05/22/03 12:50 PM

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Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
Search Name LILLIE SUBURBAN NEWS				
016337	5/27/03	052703claims 5/27/03	\$578.00	04/03 delivery roseville review
<i>Search Name LILLIE SUBURBAN NEWS</i>			<u>\$578.00</u>	
Search Name MET-COUNCIL ENVIRONMENTAL SER.				
016338	5/27/03	052703claims 756125	\$3,913.00	06/03 wastewater services
<i>Search Name MET-COUNCIL ENVIRONMENTAL SER.</i>			<u>\$3,913.00</u>	
Search Name MINNESOTA AFSCME				
016339	5/27/03	052703claims 5/27/03	\$76.24	05/03 union dues
<i>Search Name MINNESOTA AFSCME</i>			<u>\$76.24</u>	
Search Name MN STATE TREASUER				
016340	5/27/03	052703claims 5/27/03	\$7.66	1q03 bldg permit surcharges
<i>Search Name MN STATE TREASUER</i>			<u>\$7.66</u>	
Search Name MULTICARE ASSOCIATES				
016341	5/27/03	052703claims 5/27/03	\$102.00	deputy clerk screening exam
<i>Search Name MULTICARE ASSOCIATES</i>			<u>\$102.00</u>	
Search Name NORTHERN TRAFFIC SUPPLY				
016342	5/27/03	052703claims 23-6796	\$107.57	sign brackets
<i>Search Name NORTHERN TRAFFIC SUPPLY</i>			<u>\$107.57</u>	
Search Name POSTMASTER				
016343	5/27/03	052703claims 5/27/03	\$111.00	stamps for office
<i>Search Name POSTMASTER</i>			<u>\$111.00</u>	
Search Name QWEST				
016344	5/27/03	052703claims 5/27/03	\$55.27	05/03 autodial malvern lift station
<i>Search Name QWEST</i>			<u>\$55.27</u>	
Search Name RAMSEY COUNTY, PROP REC & REV				
016345	5/27/03	052703claims risk000563	\$936.97	05/03 employee benefits
<i>Search Name RAMSEY COUNTY, PROP REC & REV</i>			<u>\$936.97</u>	
Search Name SAM'S CLUB				
016346	5/27/03	052703claims 646	\$151.30	tires for truck
016346	5/27/03	052703claims 2090	\$19.56	video tapes
016346	5/27/03	052703claims 2090	\$56.45	cleaning supplies
016346	5/27/03	052703claims 646	\$151.31	tires for truck
<i>Search Name SAM'S CLUB</i>			<u>\$378.62</u>	
Search Name SPRINT PCS				
016347	5/27/03	052703claims 5/27/03	\$13.74	04/03 pw cell phone
016347	5/27/03	052703claims 5/27/03	\$13.74	04/03 pw cell phone
<i>Search Name SPRINT PCS</i>			<u>\$27.48</u>	
Search Name ST PAUL PIONEER PRESS				
016348	5/27/03	052703claims 499674	\$37.50	garage sale advertisement
<i>Search Name ST PAUL PIONEER PRESS</i>			<u>\$37.50</u>	
Search Name WAGERS BUSINESS SYSTEMS				
016349	5/27/03	052703claims arin012779	\$142.02	toner, used toner bottles

CITY OF LAUDERDALE
Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
<i>Search Name WAGERS BUSINESS SYSTEMS</i>			<u>\$142.02</u>	
Search Name WALTER'S RUBBISH				
016350	5/27/03	052703claims 194609	\$38.92	05/03 garbage service
016350	5/27/03	052703claims 194609	\$38.93	05/03 garbage service
<i>Search Name WALTER'S RUBBISH</i>			<u>\$77.85</u>	
Grand Total			<u>\$162,046.31</u>	

**WHAT: NEIGHBORHOOD MEETING
ON ORGANIZED COLLECTION**

**WHERE: LAUDERDALE CITY HALL
1891 WALNUT STREET**

WHEN: TUESDAY, JUNE 3, 2003, 6:30 PM

WHY:

IN DECEMBER 2002, THE CITY COUNCIL ADOPTED A RESOLUTION TO INITIATE THE PROCESS OF ORGANIZED COLLECTION. AT THIS MEETING THE CITY OF LAUDERDALE'S REFUSE COLLECTION TASK FORCE WILL BE PRESENTING ITS FINDINGS AND GOALS RELATING TO ORGANIZED COLLECTION. THE TASK FORCE BELIEVES THAT ORGANIZED COLLECTION COULD PROVIDE THE CITY A SAFER, MONEY SAVING ALTERNATIVE TO THE CURRENT MULTI-PARTY SYSTEM OF GARBAGE COLLECTION. THE TASK FORCE IS SEEKING TO NOTIFY AND INFORM RESIDENTS OF ORGANIZED COLLECTION BENEFITS AND THE PLAN FOR IMPLEMENTATION.

ORGANIZED COLLECTION HIGHLIGHTS:

- ⇒ The single hauler will provide efficient service to city households by servicing areas of the City on a single day.
- ⇒ A single hauler will reduce the wear and tear on the streets.
- ⇒ The single hauler will work with the City to establish an annual spring clean-up day.
- ⇒ The hauler will provide service to residential customers including garbage, recycling, yard waste, brush, and special collection (furniture, televisions, and appliances).
- ⇒ The hauler will bill and collect fees from residential customers for collection service.
- ⇒ A single hauler shall dispose of all refuse and garbage collected in the City at a Refuse Derived Fuel processing facility.
- ⇒ Containers will include 30, 60, and 90 gallons. There would also be the ability to qualify for the low volume bag rate. These persons would use 30-gallon bags and place stickers on them as frequently or infrequently as needed.

GOALS OF ORGANIZED COLLECTION

- 1) A single hauler will provide efficient service to city households by servicing individual service areas of the city on a single day.
- 2) A single hauler will provide efficient residential service to residential customers with comprehensive solid waste hauling services, including garbage, recycling, yard waste and brush, and special collection.
- 3) The hauler will bill and collect monies from residential customers for collection service.
- 4) A single hauler shall dispose of all refuse and garbage collected in Lauderdale at a Refuse Derived Fuel processing facility at which the operator has assumed all liability arising from the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation, and Feasibility Act, and similar Federal and State Statutes.
- 5) The city will have more control over residential waste collection services by providing a single hauler for collection.
- 6) The single hauler will be able to better respond to citizen complaints regarding solid waste and recycling than multiple autonomous haulers.
- 7) The city will ensure accurate records regarding residential solid waste generated collected, and disposed of by a single hauler.
- 8) A single hauler will reduce the wear and tear on the streets as opposed to multiple haulers.
- 9) The single hauler will work with the City to establish an annual spring "clean-up" day. The City shall designate a Saturday in April or May at which time this service shall be provided. Refuse shall be delivered to a drop off site designated by the City. All necessary collection equipment and labor shall be provided by the hauler at no cost to the City. The City shall negotiate fees to be paid by the residents for the drop-off service with said fees to be low enough to create an incentive to use the service. Items to be collected shall include: construction material, scrap iron, tires, furniture, recyclables, and refuse. The hauler shall be responsible for collecting fees at the time of drop off.

POSSIBLE ELEMENTS OF AN ORGANIZED COLLECTION PLAN AND POINTS OF DISCUSSION

- 1) Residential service is defined as single-family houses and duplexes. (This will not include Rosehill Townhomes, which currently organizes their own collection.)
- 2) Items not considered under regular collection include:
 - a. Toxic and hazardous waste including items such as batteries, tires, construction material, motor oils, and paint in liquid form.
 - b. White goods such as household appliances
 - c. Large limbs and brush over four feet in diameter and four feet in length that is not bundled.
- 3) Containers: 30 gallon, 60 gallon, 90 gallon. There would also be the ability to qualify for the low volume bag rate. These persons who choose the bag method would be able to use 30-gallon bags and place stickers on them as frequently or infrequently as needed.
- 4) Free pick-up of garbage at city-owned properties.
- 5) The hauler shall make reasonable exceptions as to the manner of pickup for handicapped or disabled residents.
- 6) Yard waste shall be segregated from regular refuse in a separate bag or container (pursuant to State Statutes). Yard waste service shall be provided from April 1 to November 30. The service can be paid for by the individual bag or on an annual basis.
- 7) Recycling completed under a two-sort system. This is the current Lauderdale system. (Note: City could price out the option of a one-sort system.)
- 8) The hauler should have an office staffed and shall maintain a written log of all complaints. All complaints shall be responded to within 24 hours of their receipt and forwarded onto to the City Administrator or an authorized representative upon request.
- 9) Liquidated damages should be part of an agreement for such things as missed collections and the failure to clean up spills.
- 10) Separate from spring clean-up day, and on a request basis, the single hauler should pick-up additional items through separate arrangements with the resident at a previously agreed to price by the City and the hauler. Such items include large furniture, televisions, and appliances.

Lauderdale City Council Memorandum

Council Meeting Date: May 27, 2003
To: Mayor and City Council
From: Rick Getschow, City Administrator
Agenda Item: Resolution 052703A: Resolution Providing for the Issuance and Sale of the City's \$990,000 General Obligation Improvement Bonds, Series 2003A

BACKGROUND:

At the May 13, 2003 City Council meeting, the Council approved a resolution with the intention that \$990,000 of bonds be sold for the 2003 Street and Utility Improvements. Offers for the purchase of the bonds will be made on the morning of May 27, 2003 in the Springsted offices. The next step in the process is to award the bid for the bonds to the purchaser. John Sander, our regular Springsted representative will be present at the meeting to present the offers that have been made for the purchase of the bonds.

The official statement is included in the packet. It describes the details of the bond sale and covers such issues as: book-entry Depository, Bond Registrar duties, interest payments, redemption, tax-exempt status of the bonds, and new funds to be created in the city budget. Any items that are blank in the form will be completed following the offer and made a part of the sale of the bonds and the approval of the resolution.

Please contact me with any questions about the enclosed materials and the bond sale and issuance before the meeting.

ENCLOSURES:

1. Resolution 052703A: A Resolution Providing for the Issuance and Sale of the City's \$990,000 General Obligation Improvement Bonds, Series 2003A .
2. Official Statement for the \$990,000 GO Improvement Bond Issue
(attached under separate cover)

COUNCIL ACTION REQUESTED:

Assuming favorable offers for the purchase of our bonds-

Approval of Resolution 052703A: A Resolution Providing for the Issuance and Sale of the City's \$990,000 General Obligation Improvement Bonds, Series 2003A.

_____ then introduced the following Resolution
and moved its adoption:

RESOLUTION NO. 052703A

RESOLUTION PROVIDING FOR THE
ISSUANCE AND SALE OF THE CITY'S
\$990,000 GENERAL OBLIGATION IMPROVEMENT
BONDS, SERIES 2003A

BE IT RESOLVED by the City Council (the "Council") of the City of
Lauderdale, Minnesota (the "City"), as follows:

1. Recitals. It is hereby determined:

(a) That the assessable public improvements (the "Improvements") described in the Council's resolution of May 13, 2003, relating to these Bonds have been duly ordered by the City and have been constructed by the City or will be constructed under contracts which the City has or will let therefor, all pursuant to and in accordance with the applicable provisions of Minnesota Statutes, Chapter 429.

(b) That it is necessary and expedient to the sound financial management of the affairs of the City that the City issue its bonds pursuant to Minnesota Statutes, Chapters 429 and 475, to provide financing for the Improvements.

(c) The Improvements and all their components have by requisite Council vote been ordered on or prior to the date hereof, after a hearing thereon (except where not required by law) for which mailed and published notice was duly given as required by law describing the Improvements and all their components by general nature, estimated cost, and area to be assessed.

(d) The Council desires that the Bonds be issued initially in "Book Entry Only Form" (as hereinafter described).

2. Acceptance of Offer; Book Entry Bonds.

(a) The offer of _____ (the "Purchaser") to purchase the City's \$990,000 General Obligation Improvement Bonds, Series 2003A (the "Bonds"), at the rates of interest and upon the other terms set forth in this Resolution, and to pay therefor the sum of \$ _____ plus interest accrued to settlement, is hereby accepted.

(b) Book Entry Only System. The Depository Trust Company, a limited purpose trust company organized under the laws of the State of New York, or any of its successors to its functions hereunder (the "Depository"), will act as securities depository for the Bonds, and to this end:

(i) The Bonds shall be initially issued and, so long as they remain in book entry form only (the "Book Entry Only Period"), shall at all times be in the form of a separate single fully registered Bond for each maturity of the Bonds; and for purposes of complying with this requirement under paragraph 11 of this Resolution, authorized denominations for each maturity of Bonds shall be deemed to be limited during the Book Entry Only Period to the outstanding principal amount of that maturity. While in such book entry form, the Bonds are sometimes hereinafter referred to as being in "Book Entry Only Form."

(ii) Upon initial issuance, ownership of the Bonds shall be registered in a bond register maintained by the Bond Registrar appointed pursuant to paragraph 7 of this Resolution in the name of CEDE & CO., as the nominee (it or any nominee of the existing or a successor Depository, the "Nominee").

(iii) With respect to the Bonds, neither the City nor the Bond Registrar shall have any responsibility or obligation to any broker, dealer, bank, or any other financial institution for which the Depository holds Bonds as securities depository (the "Participant") or to the person for which a Participant holds an interest in the Bonds shown on the books and records of the Participant (the "Beneficial Owner"). Without limiting the immediately preceding sentence, neither the City, nor the Bond Registrar, shall have any such responsibility or obligation with respect to (A) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any ownership interest in the Bonds, or (B) the delivery to any Participant, any Beneficial Owner or any other person, other than the Depository, of any notice with respect to the Bonds, including any notice of redemption, or (C) the payment to any Participant, any Beneficial Owner or any other person, other than the Depository, of any amount with respect to the principal of or premium, if any, or interest on the Bonds, or (D) the consent given or other action taken by the Depository as the registered owner of any Bonds (the "Holder"). For purposes of securing the vote or consent of any Holder under this Resolution, the City may, however, rely upon an omnibus proxy under which the Depository assigns its consenting or voting rights to certain Participants to whose accounts the Bonds are credited on the record date identified in a listing attached to the omnibus proxy.

(iv) The City and the Bond Registrar may treat as and deem the Depository to be the absolute owner of the Bonds for the purpose of payment of the principal of and premium, if any, and interest on the Bonds, for the purpose of giving notices of redemption and other matters with respect to the Bonds, for the purpose of obtaining any consent or other action to be taken by Holders for the purpose of registering transfers with respect to such Bonds, and for all purpose whatsoever. The Bond Registrar, as paying agent hereunder, shall pay all principal of and premium, if any, and interest on the Bonds only to or upon the Holder or the Holders of the Bonds, as shown on the Bond Registrar's bond register, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to the principal of and premium, if any, and interest on the Bonds to the extent of the sum or sums so paid.

(v) Upon delivery by the Depository to the Bond Registrar of written notice to the effect that the Depository has determined to substitute a new Nominee in place of the existing Nominee, and subject to the transfer provisions in paragraph 11 hereof, references to the Nominee hereunder shall refer to such new Nominee.

(vi) So long as any Bond is registered in the name of a Nominee, all payments with respect to the principal of and premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, by the Bond Registrar or the City, as the case may be, to the Depository as provided in the Blanket Letter of Representations required by the Depository as a condition to its acting as book-entry Depository for the Bonds (said Blanket Letter of Representations, together with any replacement thereof or amendment or substitute thereto, including any standard procedures or policies referenced therein or applicable thereto respecting the procedures and other matters relating to the Depository's role as book-entry Depository for the Bonds, are collectively hereinafter referred to as the "Blanket Letter of Representations").

(vii) All transfers of beneficial ownership interests in each Bond issued in book-entry form shall be limited in principal amount to authorized denominations and shall be effected by the Depository with the Participants for recording and transferring the ownership of beneficial interests in such Bonds.

(viii) In connection with any notice or other communication to be provided to the Holders pursuant to this Resolution by the City or the Bond Registrar with respect to any consent or other action to be taken by Holders, the Depository shall consider the date of receipt of notice requesting such consent or other action as the record date for such consent or other action; provided, that the City or the Bond Registrar may establish a special record date for such consent or other action. The City or the Bond Registrar shall, to the extent possible, give the Depository notice of such special record date not less than 15 calendar days in advance thereof to the extent possible.

(ix) Any successor Bond Registrar, in its written acceptance of its duties under this Resolution and any paying agency registrar agreement, shall agree to take any actions necessary from time to time to comply with the requirements of the Blanket Letter of Representations.

(c) Termination of Book-Entry Only System. Discontinuance of a particular Depository's services and termination of the book-entry only system may be effected as follows:

(i) The Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving written notice to the City and discharging its responsibilities with respect thereto under applicable law. The City may terminate the services of the Depository with respect to the Bonds if the City determines that the Depository is no longer able to carry out its functions as

securities depository or the continuation of the system of book-entry transfers through the Depository is not in the best interests of the City.

(ii) Upon termination of the services of the Depository as provided in the preceding paragraph, and if no substitute securities depository is willing to undertake the functions of the Depository hereunder can be found which, in the opinion of the City, is willing and able to assume such functions upon reasonable or customary terms, or if the City determines that it is in the best interests of the City that the Beneficial Owners be issued certificates for the Bonds, the Bonds shall no longer be registered in the name of the Nominee, but may be registered in whatever name or names the Holder of the Bonds shall designate at that time, in accordance with paragraph 11 hereof. To the extent that the Beneficial Owners are designated as the transferee by the Holders, in accordance with paragraph 11 hereof, the Bonds will be delivered to the Beneficial Owners.

(iii) Nothing in this subparagraph (c) shall limit or restrict the provisions of paragraph 11 hereof.

(d) Blanket Letter of Representations. The City's execution of the City the Blanket Letter of Representations in substantially the form on file in the offices of the City is hereby authorized and ratified. The provisions in the Blanket Letter of Representations are incorporated herein by reference and made fully a part of this Resolution to the same extent as if set forth in full herein, and if and to the extent that any provisions of this Resolution are inconsistent or in conflict with the provisions of the Blanket Letter of Representations, the provisions in the Blanket Letter of Representations shall control.

3. Title; Original Issue Date; Denominations; Maturities. The Bonds shall be titled "General Obligation Improvement Bonds, Series 2003A," shall be dated June 1, 2003, as the date of original issue and shall be issued forthwith on or after such date as fully registered bonds. The Bonds shall be numbered from R-1 upward in the denomination of \$5,000 each or in any integral multiple thereof of a single maturity. The Bonds shall mature on February 1 in the years and amounts as follows:

<u>Years</u>	<u>Amounts</u>	<u>Years</u>	<u>Amounts</u>
2006	\$100,000	2011	\$100,000
2007	95,000	2012	100,000
2008	95,000	2013	100,000
2009	95,000	2014	105,000
2010	95,000	2015	105,000

As may be permitted in the offering of the Bonds and as may be requested by the Purchaser, one or more term Bonds may be issued having mandatory sinking fund redemption and final maturity amounts conforming to the foregoing principal repayment schedule, and corresponding additions or other changes may be made to the form of the Bonds.

4. Purpose. The Bonds shall provide funds to finance the Improvements. The total cost of the Improvements, which shall include all costs enumerated in Minnesota Statutes, Section 475.65, is estimated to be at least equal to the amount of the Bonds. Work on the Improvements shall proceed with due diligence to completion.

5. Interest. The Bonds shall bear interest payable semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2004, calculated on the basis of a 360-day year consisting of twelve 30-day months, at the respective rates per annum set forth opposite the maturity years, as follows:

<u>Maturity Year</u>	<u>Interest Rate</u>	<u>Maturity Year</u>	<u>Interest Rate</u>
2006	%	2011	%
2007		2012	
2008		2013	
2009		2014	
2010		2015	

6. Redemption. All Bonds maturing after February 1, 2011, shall be subject to redemption and prepayment at the option of the City on said date and on any date thereafter at a price of par plus accrued interest to date of redemption. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the City shall determine the amount of Bonds of each maturity to be prepaid; and if only part of the Bonds having a common maturity date are called for prepayment, the specific Bonds to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Published notice of redemption shall in each case be given if and to the extent required by applicable law, and mailed notice of redemption shall be given to the paying agent and to each affected registered owner of the Bonds.

To effect a partial redemption of Bonds having a common maturity date, the Bond Registrar, prior to giving notice of redemption, shall assign to each Bond of that maturity a distinctive number for each \$5,000 of the principal amount of such Bond. The Bond Registrar shall then select by lot, using such method of selection as it shall deem proper in its discretion, from the numbers so assigned to such Bonds, as many numbers as, at \$5,000 for each number, shall equal the principal amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds to which were assigned numbers so selected; provided, however, that only so much of the principal amount of each such Bond of a denomination of more than \$5,000 shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected. If a Bond is to be redeemed only in part, it shall be surrendered to the Bond Registrar (with, if the City or Bond Registrar so requires, a written instrument of transfer in form satisfactory to the City or Bond Registrar duly executed by the registered owner thereof or by the registered owner's attorney, duly authorized in writing) and the City shall execute (if necessary) and the Bond Registrar shall authenticate and deliver to the registered owner of such Bond, without service charge, a new Bond or Bonds of the same series having the same stated maturity and interest rate and of any authorized denomination or denominations, as requested by such registered owner, in aggregate

principal amount equal to and in exchange for the unredeemed portion of the principal of the Bond so surrendered.

7. Bond Registrar. _____, in _____, _____, is appointed to act as bond registrar and transfer agent with respect to the Bonds (the "Bond Registrar"), and shall do so unless and until a successor Bond Registrar is duly appointed, all pursuant to any contract the City and Bond Registrar shall execute which is consistent herewith. The Bond Registrar shall also serve as paying agent unless and until a successor paying agent is duly appointed. The principal of and interest on the Bonds shall be paid to the registered owners (or record owners) of the Bonds in the manner set forth in the form of Bond and paragraph 13 of this Resolution.

8. Form of Bond. The Bonds, together with the Bond Registrar's Certificate of Authentication, the form of Assignment and the registration information thereon, shall be in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF LAUDERDALE

R- _____

\$ _____

GENERAL OBLIGATION IMPROVEMENT
BOND, SERIES 2003A

<u>INTEREST RATE</u>	<u>MATURITY DATE</u>	<u>DATE OF ORIGINAL ISSUE</u>	<u>CUSIP</u>
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REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS

The City of Lauderdale, Ramsey County, Minnesota (the "City"), hereby acknowledges itself to be indebted and, for value received, promises to pay to the registered owner specified above, or registered assigns, in the manner hereinafter set forth, the principal amount specified above on the maturity date specified above, unless duly called for earlier redemption, and to pay interest thereon semiannually on February 1 and August 1 of each year (each, an "Interest Payment Date"), commencing February 1, 2004, at the rate per annum specified above (calculated on the basis of a 360-day year consisting of twelve 30-day months) until the principal sum is paid or has been provided for. This Bond will bear interest from the most recent Interest Payment Date to which interest has been paid or, if no interest has been paid, from the date of original issue hereof. The principal of and premium, if any, on this Bond are payable upon presentation and surrender hereof at the principal office of

_____, in _____,
_____ (the "Bond Registrar"), acting as paying agent, or at the principal office of any successor paying agent duly appointed by the City. Interest on this Bond will be paid on each Interest Payment Date by check or draft mailed to the person in whose name this Bond is registered (the "Registered Owner") on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth day of the calendar month preceding such Interest Payment Date (the "Regular Record Date"). Any interest not so timely paid shall cease to be payable to the person who is the Registered Owner hereof as of the Regular Record Date, and shall be payable to the person who is the Registered Owner hereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given to Registered Owners not less than ten days prior to the Special Record Date. The principal of and premium, if any, and interest on this Bond are payable in lawful money of the United States of America.

REFERENCE IS HEREBY MADE TO THE FURTHER PROVISIONS OF THIS BOND SET FORTH ON THE REVERSE HEREOF, WHICH PROVISIONS SHALL FOR ALL PURPOSES HAVE THE SAME EFFECT AS IF SET FORTH HERE.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to have happened and to be performed, precedent to and in the issuance of this Bond, have been done, have happened and have been performed in regular and due form, time and manner as required by law, and that this Bond, together with all other indebtedness of the City outstanding on the date of original issue hereof and the date of its actual issuance and delivery to the original purchaser, does not exceed any constitutional or statutory limitation of indebtedness.

IN WITNESS WHEREOF, the City of Lauderdale, Ramsey County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile signatures of its Mayor and its City Administrator; has caused the corporate seal of the City to be intentionally omitted herefrom, as permitted by law; and has caused this Bond to be executed manually by the Bond Registrar, acting as the City's duly appointed authenticating agent for the Bonds.

Date of Registration:

BOND REGISTRAR'S
CERTIFICATE OF
AUTHENTICATION

This Bond is one of the
Bonds described in the
Resolution mentioned
within.

_____,
Bond Registrar

By _____
Authorized Signature

Registrable by: _____

Payable at: _____

CITY OF LAUDERDALE,
RAMSEY COUNTY,
MINNESOTA

Mayor

City Administrator

Redemption. All Bonds of this issue maturing after February 1, 2011, are subject to redemption and prepayment at the option of the City on said date and on any date thereafter at a price of par plus accrued interest to date of redemption. Redemption may be in whole or in part of the Bonds subject to prepayment. If redemption is in part, the City shall determine the amount of Bonds of each maturity to be prepaid; and if only part of the Bonds having a common maturity date are called for prepayment, the Bonds of that maturity to be prepaid shall be chosen by lot by the Bond Registrar. Bonds or portions thereof called for redemption shall be due and payable on the redemption date, and interest thereon shall cease to accrue from and after the redemption date. Published notice of redemption shall in each case be given if and to the extent required by applicable law, and mailed notice of redemption shall be given to the paying agent and to each affected registered owner of the Bonds.

Issuance; Purpose; General Obligation. This Bond is one of an issue in the total principal amount of \$990,000, all of like date of original issue and tenor, except as to registration number, maturity, interest rate, denomination and redemption privilege, which Bond has been issued pursuant to and in full conformity with the Constitution and laws of the State of Minnesota and pursuant to a resolution adopted by the City Council on May 27, 2003 (the "Resolution"), for the purpose of providing money to finance certain costs of assessable public improvements within the City. This Bond constitutes a general obligation of the City, and to provide moneys for the prompt and full payment of its principal, premium, if any, and interest when the same become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged. Each capitalized term which is used but not otherwise defined in this Bond shall have the meaning given to that term in the Resolution.

[For Bonds in Book Entry Only Form, the following paragraph shall be added, and this Bond form (1) may be rearranged so that the signature blocks hereof appear at the end of the main text of this form or (2) may otherwise be amended to conform to book entry requirements and the Blanket Letter of Representations.]

Book Entry Only Form; Blanket Letter of Representations. Pursuant to the Resolution, the Bonds may be issued in Book Entry Only Form, and during any period in which Bonds are in such form, the provisions applicable to the Bonds pursuant to the Blanket Letter of Representations shall apply, notwithstanding any contrary or inconsistent provision herein or in the Resolution.

Denominations; Exchange; Resolution. The Bonds are issuable solely as fully registered bonds in the denominations of \$5,000 and integral multiples thereof of a single maturity and are exchangeable for fully registered bonds of other authorized denominations in equal aggregate principal amounts at the principal office of the Bond Registrar, but only in the manner and subject to the limitations provided in the Resolution. Reference is hereby made to the Resolution for a description of the rights and duties of the Bond Registrar. Copies of the Resolution are on file in the principal office of the Bond Registrar.

Transfer. This Bond is transferable by the Registered Owner in person or by the Registered Owner's attorney duly authorized in writing at the principal office of the Bond Registrar upon presentation and surrender hereof to the Bond Registrar, all subject to the terms and conditions provided in the Resolution and to reasonable regulations of the City contained in

any agreement with the Bond Registrar. Thereupon the City shall execute and the Bond Registrar shall authenticate and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee (but not registered in blank or to "bearer" or similar designation), of an authorized denomination or denominations, in aggregate principal amount equal to the principal amount of this Bond, of the same maturity and bearing interest at the same rate.

Fees upon Transfer or Loss. The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of this Bond and any legal or unusual costs regarding transfers and lost Bonds.

Treatment of Registered Owners. The City and Bond Registrar may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except as otherwise provided herein with respect to the Record Date) and for all other purposes, whether or not this Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

Authentication. This Bond shall not be valid or become obligatory for any purpose or be entitled to any security unless the Certificate of Authentication hereon shall have been executed by the Bond Registrar.

Designation of Bonds as Qualified Tax-Exempt Obligations. The Bonds have been designated by the City as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM - as tenants in common

TEN ENT - as tenants by the entireties

JT TEN - as joint tenants with right of survivorship
and not as tenants in common

UTMA - _____ as custodian for _____
(Cust) (Minor)
under the _____ Uniform
(State)
Transfers to Minors Act

Additional abbreviations may also be used
though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____ as attorney to transfer the Bond on the books kept for the registration thereof, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

Signature(s) must be guaranteed by a national bank or trust company, by a brokerage firm having a membership in one of the major stock exchanges or by any other "Eligible Guarantor Institution" as defined in 17 CFR 240.17 Ad-15(a)(2).

The Bond Registrar will not effect transfer of this Bond unless the information concerning the transferee requested below is provided.

Name and Address: _____

(Include information for all joint owners if the Bond is held by joint account.)

9. Execution; Temporary Bonds. The Bonds shall be executed on behalf of the City by the signatures of its Mayor and City Administrator and be sealed with the seal of the City; provided, however, that the seal of the City may be a printed facsimile; and provided further that both of such signatures may be printed facsimiles and the corporate seal may be omitted on the Bonds as permitted by law. In the event of disability or resignation or other absence of either such officer, the Bonds may be signed by the manual or facsimile signature of that officer who may act on behalf of such absent or disabled officer. In case either such officer whose signature or facsimile of whose signature shall appear on the Bonds shall cease to be such officer before the delivery of the Bonds, such signature or facsimile shall nevertheless be valid and sufficient for all purposes, the same as if he or she had remained in office until delivery. The City may elect to deliver, in lieu of printed definitive bonds, one or more typewritten temporary bonds in substantially the form set forth above, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Such temporary bonds shall, upon the printing of the definitive bonds and the execution thereof, be exchanged therefor and cancelled.

10. Authentication. No Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Resolution unless a Certificate of Authentication on such Bond, substantially in the form hereinabove set forth, shall have been duly executed by an authorized representative of the Bond Registrar. Certificates of Authentication on different Bonds need not be signed by the same person. The Bond Registrar shall authenticate the signatures of officers of the City on each Bond by execution of the Certificate of Authentication on the Bond and by inserting as the date of registration in the space provided the date on which the Bond is authenticated, except that for purposes of delivering the original Bonds to the Purchaser, the Bond Registrar shall insert as a date of registration the date of original issue, which date is June 1, 2003. The Certificate of Authentication so executed on each Bond shall be conclusive evidence that it has been authenticated and delivered under this Resolution.

11. Registration; Transfer; Exchange. The City will cause to be kept at the principal office of the Bond Registrar a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the Bond Registrar shall provide for the registration of Bonds and the registration of transfers of Bonds entitled to be registered or transferred as herein provided.

Upon surrender for transfer of any Bond at the principal office of the Bond Registrar, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration (as provided in paragraph 10) of, and deliver, in the name of the designated transferee or transferees, one or more new Bonds of any authorized denomination or denominations of a like aggregate principal amount, having the same stated maturity and interest rate, as requested by the transferor; provided, however, that no Bond may be registered in blank or in the name of "bearer" or similar designation.

At the option of the registered owner thereof, Bonds may be exchanged for Bonds of any authorized denomination or denominations of a like aggregate principal amount and stated maturity, upon surrender of the Bonds to be exchanged at the principal office of the Bond Registrar. Whenever any Bonds are so surrendered for exchange, the City shall execute (if necessary), and the Bond Registrar shall authenticate, insert the date of registration of, and deliver the Bonds which the registered owner making the exchange is entitled to receive.

All Bonds surrendered upon any exchange or transfer provided for in this Resolution shall be promptly cancelled by the Bond Registrar and thereafter disposed of as directed by the City.

All Bonds delivered in exchange for or upon transfer of Bonds shall be valid obligations of the City evidencing the same debt, and entitled to the same benefits under this Resolution, as the Bonds surrendered for such exchange or transfer.

Every Bond presented or surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, in form satisfactory to the Bond Registrar, duly executed by the registered owner thereof or the registered owner's attorney duly authorized in writing.

The Bond Registrar may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection with the transfer or exchange of any Bond and any legal or unusual costs regarding transfers and lost Bonds.

Transfers shall also be subject to reasonable regulations of the City contained in any agreement with the Bond Registrar, including regulations which permit the Bond Registrar to close its transfer books between record dates and payment dates.

12. Rights Upon Transfer or Exchange. Each Bond delivered upon transfer of or in exchange for or in lieu of any other Bond shall carry all the rights to interest accrued and unpaid, and to accrue, which were carried by such other Bond.

13. Interest Payment; Record Date. Interest on any Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond is registered on the registration books of the City maintained by the Bond Registrar and at the address appearing thereon at the close of business on the fifteenth (15th) day of the calendar month preceding such Interest Payment Date (the "Regular Record Date"). Any such interest not so timely paid shall cease to be payable to the person who is the registered owner thereof as of the Regular Record Date, and shall be payable to the person who is the registered owner thereof at the close of business on a date (the "Special Record Date") fixed by the Bond Registrar whenever money becomes available for payment of the defaulted interest. Notice of the Special Record Date shall be given by the Bond Registrar to the registered owners not less than ten (10) days prior to the Special Record Date.

14. Treatment of Registered Owner. The City and Bond Registrar may treat the person in whose name any Bond is registered as the owner of such Bond for the purpose of receiving payment of principal of and premium, if any, and interest (subject to the payment provisions in paragraph 13 above) on, such Bond and for all other purposes whatsoever whether or not such Bond shall be overdue, and neither the City nor the Bond Registrar shall be affected by notice to the contrary.

15. Delivery; Application of Proceeds. The Bonds when so prepared and executed shall be delivered by the City Administrator to the Purchaser upon receipt of the purchase price, and the Purchaser shall not be obliged to see to the proper application thereof.

16. Fund and Accounts. There is hereby created a special fund of the City designated the "\$990,000 General Obligation Improvement Bonds, Series 2003A Fund" (the "Fund") to be held and administered by the City as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Fund shall continue to be maintained in the manner herein specified until all of the Bonds herein authorized and all other bonds payable from said Fund and the interest thereon have been fully paid. There shall be maintained in the Fund two (2) separate accounts, to be designated the "Capital Account" and "Debt Service Account", respectively.

(i) Capital Account. To the Capital Account there shall be credited the proceeds of the sale of the Bonds, less any amounts thereof deposited into the Debt Service Account pursuant to paragraph 16(ii) below, plus any special assessments levied with respect to the Improvements and collected prior to completion of the Improvements and payment of the costs thereof. From the Capital Account there shall be paid all costs and expenses of making the Improvements, including the cost of any construction contracts heretofore let and all other costs incurred and to be incurred of the kind authorized in Minnesota Statutes, Section 475.65; and the moneys in said account shall be used for no other purpose except as otherwise provided by law; provided that the proceeds of the Bonds may also be used to the extent necessary to pay interest on the Bonds due prior to the anticipated date of commencement of the collection of taxes or special assessments levied or covenanted to be levied; and provided further that if upon completion of the Improvements there shall remain any unexpended balance in the Capital Account, the balance (other than any special assessments) may be transferred by the Council to the fund of any other improvement instituted pursuant to Minnesota Statutes, Chapter 429; and provided further that any special assessments credited to the Capital Account shall only be applied towards payment of the costs of the Improvements upon adoption of a resolution by the City Council determining that the application of the special assessments for such purpose will not cause the City to no longer be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

(ii) Debt Service Account. There are hereby irrevocably appropriated and pledged to, and there shall be credited to, the Debt Service Account: (a) all collections of special assessments herein covenanted to be levied with respect to the Improvements and either initially credited to the Capital Account and not already spent as permitted above and required to pay any principal and interest due on the Bonds or collected subsequent to the completion of the Improvements and payment of the costs thereof; (b) the accrued interest received upon delivery of the Bonds plus \$_____ of additional proceeds thereof, all to be used to pay the interest first coming due thereon; (c) any collections of all taxes herein or hereafter levied for the payment of the Bonds and interest thereon; (d) all funds remaining in the Capital Account after completion of the Improvements and payment of the costs thereof, not so transferred to the account of another improvement; (e) all investment earnings on funds held in the Debt Service Account; (f) with respect to those portions of the Improvements (if any) which also constitute improvements to the City's water utility, wastewater utility, or

storm water utility (and with respect to the corresponding portions of the Bonds being used to finance said utility improvements), respectively, such amounts of the net, available revenues of said respective utilities necessary to pay the debt service on the corresponding portion of the Bonds, as may be reasonably determined by the City Administrator and to the extent funds otherwise available in the Debt Service Account are insufficient for such purpose(s); and (g) any and all other moneys which are properly available and are appropriated by the Council to the Debt Service Account. The Debt Service Account shall be used solely to pay the principal and interest and any premiums for redemption of the Bonds and any other general obligation bonds of the City hereafter issued by the City and made payable from said account as provided by law.

No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (1) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued and (2) in addition to the above in an amount not greater than the lesser of five percent (5%) of the "Sale Proceeds" of the Bonds (being the "issue price" of the Bonds less accrued interest). To this effect, any proceeds of the Bonds and any sums from time to time held in the Capital Account or Debt Service Account in excess of amounts which under then-applicable federal arbitrage regulations may be invested without regard to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by said arbitrage regulations on such investments after taking into account any applicable "temporary periods" or "minor portion" made available under the federal arbitrage regulations. Money in the Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be "federally guaranteed" within the meaning of Section 149(b) of the federal Internal Revenue Code of 1986, as amended (the "Code").

17. Assessments. It is hereby determined that no less than twenty percent (20%) of the cost to the City of the Improvements financed hereunder within the meaning of Minnesota Statutes, Section 475.58, Subdivision 1(3), shall be paid by special assessments heretofore levied or to be levied hereafter against every assessable lot, piece and parcel of land benefitted by any of the Improvements. The City hereby covenants and agrees that it will let all construction contracts not heretofore let within one (1) year after ordering each Improvements financed hereunder unless the resolution ordering said Improvement specifies a different time limit for the letting of construction contracts. The City hereby further covenants and agrees that it will do and perform as soon as they may be done, all acts and things necessary for the final and valid levy of such special assessments, and in the event that any such assessment be at any time held invalid with respect to any lot, piece or parcel of land due to any error, defect, or irregularity in any action or proceedings taken or to be taken by the City or the Council or any of the City officers or employees, either in the making of the assessments or in the performance of any condition precedent thereto, the City and the Council will forthwith do all further acts and take all further proceedings as may be required by law to make the assessments a valid and binding lien upon such property.

At the time all of the assessments are in fact levied the Council shall, based on the then-current estimated collections of the assessments, make any adjustments in any ad valorem taxes required to be levied in order to assure that the City continues to be in compliance with Minnesota Statutes, Section 475.61, Subdivision 1.

18. Tax Levies. To provide moneys for payment of the principal of and interest on the Bonds, there is hereby levied upon all of the taxable property in the City a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the City for the years and in the amounts as follows:

<u>Year of Tax Levy</u>	<u>Year of Tax Collection</u>	<u>Amount</u>
2003	2004	\$
2004	2005	
2005	2006	
2006	2007	
2007	2008	
2008	2009	
2009	2010	
2010	2011	
2011	2012	
2012	2013	
2013	2014	

The foregoing respective tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid, provided that the City reserves the right and power to reduce the levies in the manner and to the extent permitted by Minnesota Statutes, Section 475.61, Subdivision 3.

19. 105% Debt Service Coverage. It is hereby determined and reasonably anticipated that the estimated collections of special assessments relating to the Improvements and the other revenues available to the Debt Service Account will produce at least 5% in excess of the amount needed to meet, when due, the principal of and interest on the Bonds. The City Administrator is directed to file a certified copy of this Resolution with the Director of Property Taxation of Ramsey County and to obtain the certificate of said official required by Minnesota Statutes, Section 475.63.

20. General Obligation Pledge. The full faith and credit and taxing powers of the City are hereby pledged to the payment of the principal of and interest on the Bonds, and in the event of any current or anticipated deficiency of funds in the Debt Service Account of amounts needed to make any such payment, when due, the Council shall levy ad valorem taxes on all taxable property in the City in the amount of such deficiency. If the balance in the Debt Service Account is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency shall be promptly paid out of any other funds of the City which are available for such purpose, and such other funds may be reimbursed with or without interest from the Debt Service Account when a sufficient balance is available therein.

21. Records and Certificates. The officers of the City are hereby authorized and directed to prepare and furnish to the Purchaser, and to the attorneys approving the legality of the issuance of the Bonds, certified copies of all proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other affidavits, certificates and information as are required to show the facts relating to the legality and marketability of the Bonds as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

22. Negative Covenant as to Use of Improvements. The City hereby covenants not to use the Improvements or to cause or permit the Improvements to be used, or to enter into any deferred payment arrangements for the cost of the Improvements, in such a manner as (or to take any action or permit any other circumstance to exist or any action to be taken, the effect to which would be) to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code. In particular, but without limitation, the City covenants to forebear the implementation, effectuation or enforcement of any and all contracts or other agreements respecting the Improvements or any property benefitted thereby or assessed with respect thereto, which it may now or in the future have with developers, contractors, owners or any other person or parties to the extent that such implementation, effectuation or enforcement would (individually or in the aggregate) cause the Bonds to become such "private activity bonds," and to said limited extent the City would and hereby does (solely for the benefit of the owners of the Bonds) disavow any and all such provisions, entitlements and enforcements which would or could become so offending.

Without limitation of the foregoing, the City does not currently have and shall not enter into any lease, use agreement, management or operation contract or other agreement respecting the Improvements which would adversely affect the exemption from federal income tax of the interest of the Bonds, taking into account and observing the requirements of Revenue Procedure 97-13 of the Internal Revenue Service and any similar or other applicable revenue procedures or guidelines relating to leases, management contracts and service contracts involving facilities financed with tax-exempt obligations.

23. Tax-Exempt Status of the Bonds; Rebate. The City shall comply with requirements necessary under the Code to establish and maintain the exclusion from gross income under Section 103 of the Code of the interest on the Bonds, including without limitation (1) requirements relating to temporary periods for investments, (2) limitations on amounts invested at a yield greater than the yield on the Bonds, and (3) the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to be issued and outstanding at one time in this calendar year) exceed the small-issuer exception amount of \$5,000,000. For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City hereby finds, determines and declares that (1) the Bonds are issued by a governmental unit with general taxing powers, (2) no Bond is a private activity bond, (3) ninety-five percent (95%) or more of the net proceeds of the Bonds are to be used for local governmental activities of the City (or of a governmental unit the jurisdiction of which is entirely within the jurisdiction of the City), and (4) the aggregate face amount of all tax-exempt obligations (other than private activity bonds) issued by the City (and all entities subordinate to,

or treated as one issuer with, the City) during the 2003 calendar year is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.

24. Designation of Qualified Tax-Exempt Obligations. The City hereby designates the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code and hereby determines that:

(a) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds, treating qualified 501(c)(3) bonds as not being private activity bonds) which will be issued by the City (and all entities subordinate to, or treated as one issuer with, the City) during calendar year 2003 will not exceed \$10,000,000; and

(b) not more than \$10,000,000 of obligations issued or to be issued by the City during calendar year 2003 have been designated for purposes of Section 265(b)(3) of the Code.

The City shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

25. Defeasance. When any obligation of a Bond has been discharged as provided in this paragraph, all pledges, covenants and other rights granted by this Resolution to the registered owner of that Bond (with respect to the obligation thereof so defeased) shall, to the extent permitted by law, cease. The City may at any time discharge any or all of such obligation(s) with respect to any Bond, subject to the provisions of law now or hereafter authorizing or regulating such action, by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Bond and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date).

26. Compliance With Reimbursement Bond Regulations. With respect to the Improvements, the City has complied and will continue to comply with the "Reimbursement Regulations" provided in United States Treasury Regulations Section 1.150-2. In particular, except where the following may not be required by said Regulations (e.g., with respect to certain "preliminary expenditures"), to the extent that any of the proceeds of the Bonds will be used to reimburse the City for a cost of the Improvements theretofore paid and temporarily financed by the City out of other City funds, prior to the initial payment thereof (or within applicable time limits thereafter) the City has made or will have made a duly qualifying statement of its official intent to bond for such costs (and the City will also make the written "reimbursement allocation" required by the Reimbursement Regulations); otherwise, the proceeds of the Bonds are to be used for initial payment, and not for such reimbursement, of costs of the Improvements.

27. Limited Continuing Disclosure Undertaking. The Council hereby acknowledges that the Bonds are subject to continuing disclosure requirements under Rule 15c2-

12(b)(5) (the "Rule") of the Securities and Exchange Commission. Consequently, on the date of actual issuance and delivery of the Bonds, the City will execute and deliver a Continuing Disclosure Undertaking (the "Undertaking") whereunder the City will covenant to provide, or cause to be provided, certain information respecting the City and notices of certain material events, as specified in the Undertaking. The proposed form of the Undertaking which has been submitted to the City for the Council's consideration is hereby approved, and the officers of the City are hereby authorized to execute and deliver that Undertaking in the proposed form or in such final form thereof reflecting such modifications thereof as are consistent with the Rule, requested by the original purchaser of the Bonds and acceptable to the City officials who shall execute the Undertaking (which consent shall be conclusively evidenced by their execution and delivery thereof). The Undertaking, as so executed and delivered by the City, shall be as much a part of this Resolution as if set forth in full herein and shall be for the benefit of the owners from time to time of the Bonds.

28. Severability. If any section, paragraph or provision of this Resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Resolution.

29. Headings. Headings in this Resolution are included for convenience of reference only and shall not limit or define the meaning of any provision hereof.

I CERTIFY THAT the above resolution was adopted by the City Council of Lauderdale this 27th day of May, 2003.

(ATTEST)

Jeff Dains, Mayor

(SEAL)

Rick Getschow, City Administrator

The motion for the adoption of the foregoing resolution was duly seconded by Councilmember _____ and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

STATE OF MINNESOTA
CITY OF LAUDERDALE

I, the undersigned, being the duly qualified and acting City Administrator of the City of Lauderdale, Minnesota, DO HEREBY CERTIFY that I have carefully compared the attached and foregoing extract of minutes with the original minutes of a meeting of the City Council duly called and held on the date therein indicated, which are on file and of record in my office, and the same is a full, true and complete transcript therefrom insofar as the same relates to awarding the sale of the City's \$990,000 General Obligation Improvement Bonds, Series 2003A.

WITNESS my hand as such City Administrator and the official seal of the City
this ____ day of _____, 2003.

City Administrator

(SEAL)

Lauderdale City Council Memorandum

Council Meeting Date: May 27, 2003
To: Mayor and City Council
From: Rick Getschow, City Administrator
Agenda Item: 2003 Street and Utility Improvements- Permanent Utility Easement Agreements

BACKGROUND:

It has been stated at previous City Council meetings that there are three easements that are required as part of the 2003 Street and Utility Improvements. The three permanent utility easements are for two drainage projects that involve the construction of storm sewer pipe running between the alley and the street. I have included a description of each project area along with the easement agreement for the following properties:

- 1909 Malvern Street;
- 1846 Walnut Street; and
- 1840 Walnut Street

It has been past practice that the cost and work associated with approving the agreements (legal and recording) would be covered by the City and that no property would be compensated by city funds for these easements. The City attorney drafted the agreements based upon descriptions provided by the City Engineer.

As of the date of this memorandum, the affected property owners have executed two of the three agreements. I anticipate that I will receive the third agreement by the time of the meeting.

ENCLOSURES:

1. Permanent Utility Easement Description for 1909 Malvern Street
2. Permanent Utility Easement Agreement for 1909 Malvern Street
3. Permanent Utility Easement Cover Letter and Description for 1846 Walnut Street
4. Permanent Utility Easement Agreement for 1846 Walnut Street
5. Permanent Utility Easement Cover Letter and Description for 1840 Walnut Street
6. Permanent Utility Easement Agreement for 1840 Walnut Street

COUNCIL ACTION REQUESTED:

Approve the permanent easement agreements for the 2003 Street and Utility Improvements for:

- 1909 Malvern Street;
- 1846 Walnut Street; and
- 1840 Walnut Street

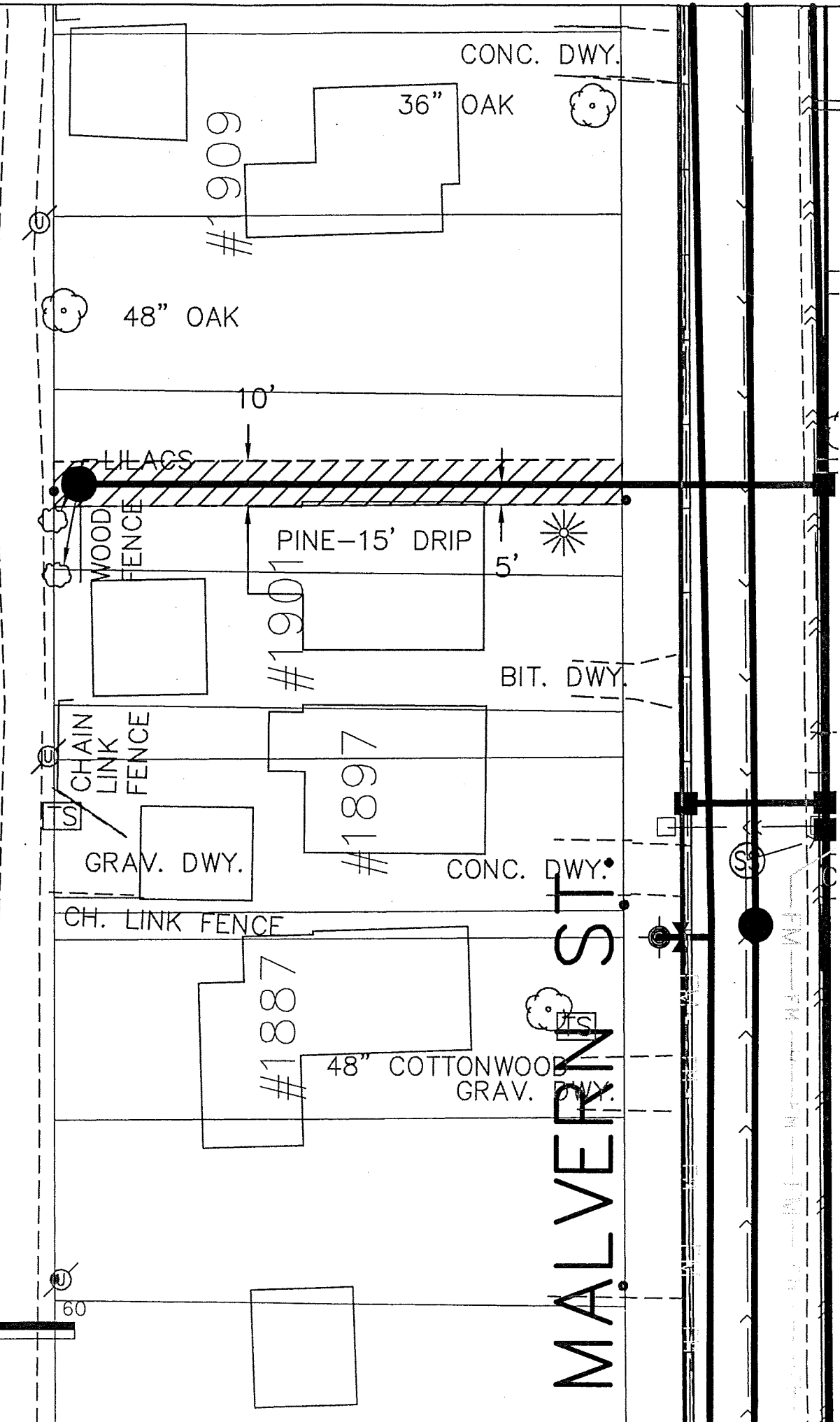
#1884 #1888 #1894 #1898 #1902 #1904

WOOD FENCE

CONC. DWY.

0 30 60

Scale in feet



1909 Malvern Permanent Drainage and Utility Easement Description

The southerly ten (10) feet of the following described parcel; Lots 4 and 5, and all of Lot 6 except the southerly fifteen (15) feet, Block 5, Lauderdale's East Side Addition.

Kennedy & Graven, Chartered

**Parcel A 2003 Improvements
Abstract**

EASEMENT

THIS INSTRUMENT is made by Edith G. Loveridge, a single person, Grantor, in favor of the CITY OF LAUDERDALE, a Minnesota municipal corporation, Grantee.

Recitals

A. Grantor is the fee owner of the following described property in Ramsey County, Minnesota (the "Property"):

Lots 4, 5, and 6, Block 5, Lauderdale's East Side Addition to Minneapolis, except the southerly 15 feet of said Lot 6, according to the recorded plat thereof, Ramsey County, Minnesota.

B. Grantor desires to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the Grantee the following easement:

A perpetual, non-exclusive easement for utility and drainage purposes over, under, across and through the southerly ten (10) feet of said Property.

2. Scope of Easement. The perpetual utility and drainage easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm sewer, sanitary sewer and water facilities and ground surface drainage ways in the described easement area.

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantor warrants she is the fee owner and has the authority, right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its, successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this 16 day of May, 2003.

Edith G. Loveridge
Edith G. Loveridge

STATE OF MINNESOTA)
) SS.
COUNTY OF Benson

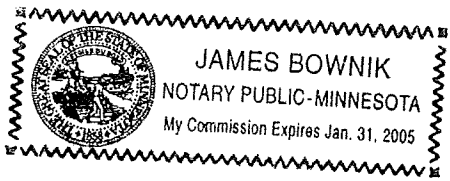
The foregoing instrument was acknowledged before me this 16 day of May, 2003, by Edith G. Loveridge, a single person, Grantor.

James Bownik
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
200 South Sixth Street
470 Pillsbury Center
Minneapolis, MN 55402



The City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota • 55113
Phone: 651.631.0300 • Fax: 651.631.2066

May 14, 2003

Jim Eischens
1065 25th Avenue SE
Minneapolis, MN 55414

RE: 1846 Walnut Street Storm Sewer Easement

Dear Jim:

Based on a discussion with you recently, there was a willingness by you to grant the City of Lauderdale an easement for the city street and utility improvement project. As you know, the purpose of the easement was to provide for storm sewer pipes and catch basins on your property line.

Enclosed with this letter is a copy of **the easement survey and legal description with the easement agreement** that is being proposed. Could you please review this information and subsequently obtain the necessary signatures needed from the listed owners to execute this easement agreement. The signatures will need to be executed under the witness of a Notary Public. While you may choose any Notary Public that you wish, the City of Lauderdale has a Notary Public available to you at no cost.

Once the easement agreement is signed and returned to City Hall, it will be finalized and approved by the City Council and sent to the City Attorney for recording. We are planning on having all of the agreements recorded in the next two weeks. It would be very much appreciated if you could return the signed and notarized agreement to **Lauderdale City Hall by May 23, 2003**. You can mail the agreement to my attention at the City, or you can drop off the agreement at City Hall at any time. There is a secure outside drop box for your use after City Hall office hours.

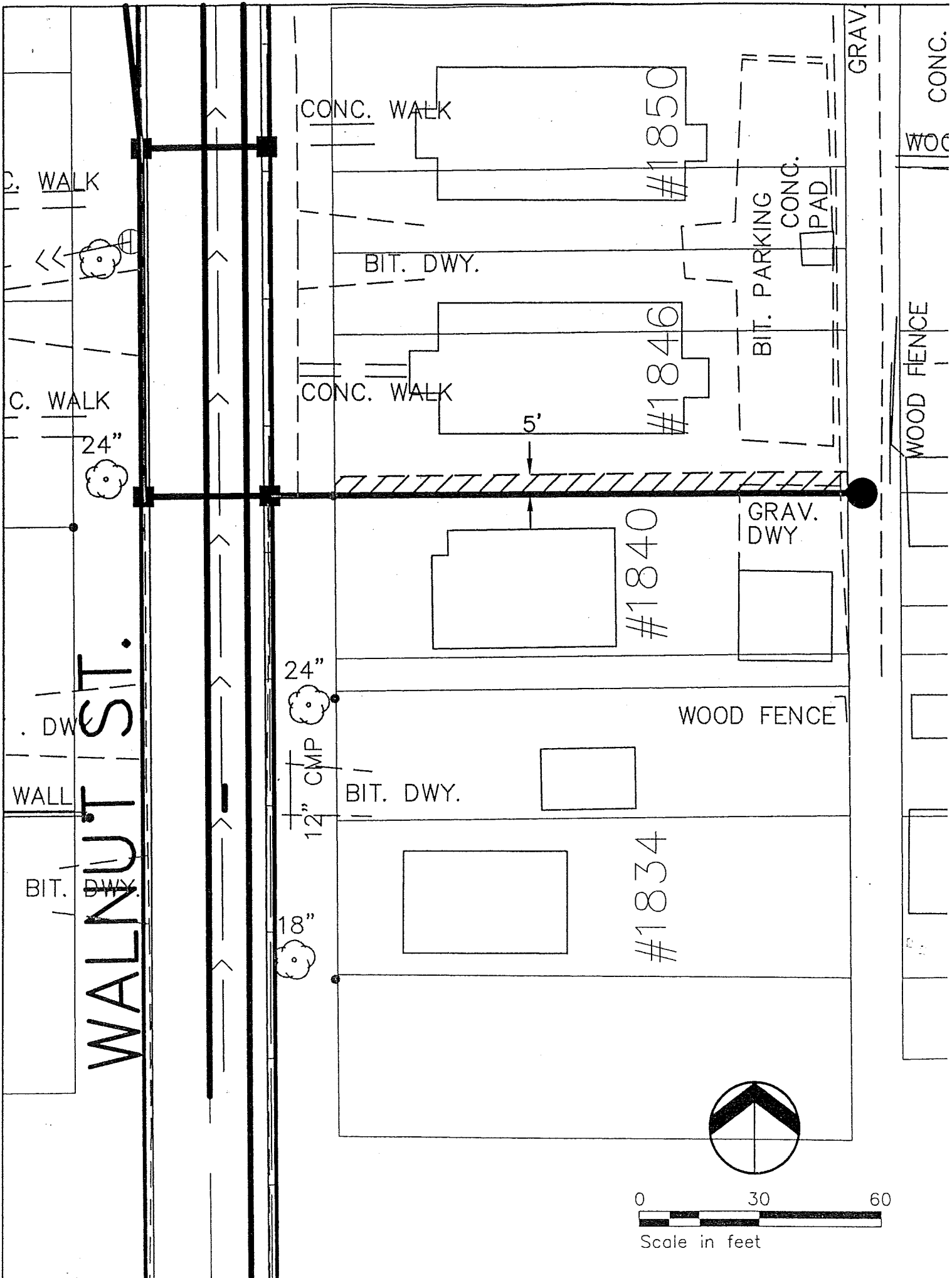
Please feel free to contact me with any questions or concerns that you may have. Thank you for everything that you have done to make this city improvement project a success.

Sincerely,

CITY OF LAUDERDALE



Rick Getschow
City Administrator



1846 Walnut Permanent Drainage and Utility Easement Description

The southerly five (5) feet of the following described parcel; the south half of Lot 28 and all of Lot 27, Block 8, Lauderdale's East Side Addition.

Kennedy & Graven, Chartered

**Parcel B 2003 Improvements
Abstract & Torrens 526316**

EASEMENT

THIS INSTRUMENT is made by James T. Eischens and Vicki Eischens, husband and wife, Grantors, in favor of the CITY OF LAUDERDALE, a Minnesota municipal corporation, Grantee.

Recitals

A. Grantors are the fee owners of the following described property in Ramsey County, Minnesota (the "Property"):

The South ½ of Lot 28 and all of Lot 27, Block 8, Lauderdale's East Side Addition to Minneapolis, according to the recorded plat thereof, Ramsey County, Minnesota.

B. Grantors desire to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantors, Grantors grant and convey to the Grantee the following easement:

A perpetual, non-exclusive easement for utility and drainage purposes over, under, across and through the southerly five (5) feet of said Property.

2. Scope of Easement. The perpetual utility and drainage easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm sewer, sanitary sewer and water facilities and ground surface drainage ways in the described easement area.

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantors warrants they are the owners of the Property and have the authority, right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its, successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2003.

James T. Eischens

Vicki Eischens

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2003, by James T. Eischens and Vicki Eischens, husband and wife, Grantor.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
200 South Sixth Street
470 Pillsbury Center
Minneapolis, MN 55402

The City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota • 55113
Phone: 651.631.0300 • Fax: 651.631.2066

May 14, 2003

Gus and Sue Pantelis
1840 Walnut Street
Lauderdale, MN 55113

Dear Gus and Sue:

Based on a discussion with you recently, there was a willingness by you to grant the City of Lauderdale an easement for the city street and utility improvement project. As you know, the purpose of the easement was to provide for storm sewer pipes and catch basins on your property line.

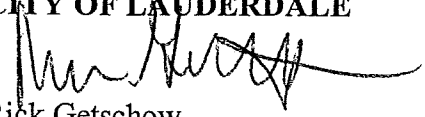
Enclosed with this letter is a copy of **the easement survey and legal description with the easement agreement** that is being proposed. Could you please review this information and subsequently obtain the necessary signatures needed from the listed owners to execute this easement agreement. The signatures will need to be executed under the witness of a Notary Public. While you may choose any Notary Public that you wish, the City of Lauderdale has a Notary Public available to you at no cost.

Once the easement agreement is signed and returned to City Hall, it will be finalized and approved by the City Council and sent to the City Attorney for recording. We are planning on having all of the agreements recorded in the next two weeks. It would be very much appreciated if you could return the signed and notarized agreement to **Lauderdale City Hall by May 23, 2003**. You can mail the agreement to my attention at the City, or you can drop off the agreement at City Hall at any time. There is a secure outside drop box for your use after City Hall office hours.

Please feel free to contact me with any questions or concerns that you may have. Thank you for everything that you have done to make this city improvement project a success.

Sincerely,

CITY OF LAUDERDALE


Rick Getschow
City Administrator

WALNUT ST.

C. WALK

C. WALK

24"

DWY.

WALL

BIT. DWY.

CONC. WALK

BIT. DWY.

CONC. WALK

24"

12" CMP

BIT. DWY.

18"

#1850

#1846

#1840

#1834

BIT. PARKING

CONC. PAD

GRAV. DWY.

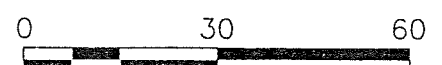
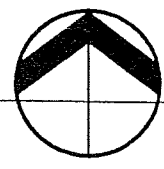
WOOD FENCE

GRAV.

WOOD FENCE

WOOD

CONC.



Scale in feet

1840 Walnut Permanent Drainage and Utility Easement Description

The northerly five (5) feet of the following described parcel; the north ten (10) feet of Lot 25 and all of Lot 26, Block 8, Lauderdale's East Side Addition.

Kennedy & Graven, Chartered

**Parcel C 2003 Improvements
Abstract**

EASEMENT

THIS INSTRUMENT is made by Konstantine G. Pantelis and Suzanne R. Pantelis, husband and wife, Grantors, in favor of the CITY OF LAUDERDALE, a Minnesota municipal corporation, Grantee.

Recitals

A. Grantors are the fee owners of the following described property in Ramsey County, Minnesota (the "Property"):

The North 10 feet of Lot 25 and all of Lot 26, Block 8, Lauderdale's East Side Addition to Minneapolis, according to the recorded plat thereof, Ramsey County, Minnesota.

B. Grantors desire to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantors, Grantors grant and convey to the Grantee the following easement:

A perpetual, non-exclusive easement for utility and drainage purposes over, under, across and through the southerly five (5) feet of said Property.

2. Scope of Easement The perpetual utility and drainage easement granted herein includes the right of the Grantee, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of locating, constructing, reconstructing, operating, maintaining, inspecting, altering and repairing storm sewer, sanitary sewer and water facilities

and ground surface drainage ways in the described easement area.

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Warranty of Title. The Grantors warrants they are the owners of the Property and have the authority, right, title and capacity to convey to the Grantee the easement herein.

4. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

5. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, its, successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this 16 day of May, 2003.

Konstantine G. Pantelis
Konstantine G. Pantelis

Suzanne R. Pantelis
Suzanne R. Pantelis

STATE OF MINNESOTA)
) SS.
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 16 day of May, 2003, by Konstantine G. Pantelis and Suzanne R. Pantelis, husband and wife, Grantor.

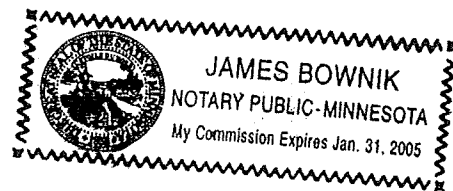
James Bownik
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

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Minneapolis, MN 55402

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LA135-3



Lauderdale City Council Memorandum

Council Meeting Date: May 27, 2003
To: Mayor and City Council
From: Rick Getschow, City Administrator
Agenda Item: Resolution 052703B: A Resolution Authorizing Application for the Livable Communities Demonstration Grant Program

BACKGROUND:

A City Council goal since 2000 has been exploring the redevelopment of the Larpenteur Avenue corridor. Within that goal there is the possibility of the Council creating a citizen task force to explore this redevelopment following further research and discussion.

But at this time, a grant opportunity has once again arisen through the Metropolitan Council for funding innovative projects under a livable communities guideline. You may recall that the City applied for this Livable Communities grant in 2001, but unfortunately we did not receive funding at that time.

Larpenteur Avenue seems to fall under the concept of Livable Communities that encourages redevelopment that is orientated toward a transit and pedestrian friendly environment in neighborhoods with a mix of residential and commercial uses that are essential to daily life. Funding under this grant could provide for a corridor study and/or development plan, which the Council has discussed at previous meetings. The study could be undertaken with the assistance of the Council and a potentially appointed task force.

Attached is a draft of the grant application and a resolution that must be approved to authorize the City Administrator to apply for grant funding to create a master plan or corridor plan for the Larpenteur Avenue redevelopment.

ENCLOSURES:

1. Draft of the Larpenteur Avenue Corridor Redevelopment Grant Application
2. Resolution 052703B: A Resolution Authorizing Application for the Livable Communities Demonstration Grant Program

COUNCIL ACTION REQUESTED:

Approve Resolution 052703B: A Resolution Authorizing Application for the Livable Communities Demonstration Grant Program.

CITY OF LAUDERDALE LARPEN TEUR AVENEUE CORRIDOR REDEVELOPMENT
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Project Name Larpenteur Avenue Corridor Redevelopment

Applicant City of Lauderdale

City Project Located In: City of Lauderdale

Project Location: Larpenteur Avenue, between Eustis Street and Pleasant Street

Contact Person: Rick Getschow, City Administrator
1891 Walnut Street
Phone: 651-631-0300
Fax: 651-631-2066

2. PROJECT SUMMARY

This is a proposal seeking predevelopment funds to assist in the creation of master plan, along with implementation tools and design guidelines, for the future redevelopment of an area on Larpenteur Avenue in Lauderdale that would exemplify the Metropolitan Council's definition of "livable communities". This area has the potential to be a vibrant center utilizing smart growth principles that would produce several affordable housing choices, open public spaces, and small-scale neighborhood commercial uses with excellent transit linkages (both pedestrian and bus) to the greater immediate metropolitan area.

3. THE SITE

- A. The current land uses on the project site consist primarily of high-density multiple-family housing. There are also single-family residential and commercial uses in the project area.
- B. Adjacent land uses within the Larpenteur Avenue area consist of single-family residential, multiple-family residential, commercial, industrial, and park uses.

Attached is a site location map.

Attached are relevant passages from the City of Lauderdale Comprehensive Plan

4. DESCRIBE THE PROJECT

A. Project Goals.

The goal of this project is to create a master plan or redevelopment plan for an area of Larpenteur Avenue that currently has a mix of uses connected to transit uses that require redevelopment. This current low-moderate income area has the potential to be a vibrant area based on smart growth principles that include several affordable housing choices, open public spaces, and small-scale neighborhood commercial uses with excellent transit linkages (both pedestrian and bus) to the greater immediate metropolitan area.

B. Concept and Scope.

The scope of this current project is solely for conducting planning and predevelopment. Funds acquired would first be used to undertake an extensive request for proposals process with the goal to retain a consultant or team of consultants who would then assist in the creation market and feasibility studies as well as a master plan that would involve the input of the area property owners and residents.

C. Tasks.

- City staff would solicit a request for proposals to retain a consulting firm to assist in the creation of master for the project area
- The firm would assist the city officials and project area stakeholders in creating a master plan, along with implementation tools and design guidelines for the future redevelopment of the project area.
- The City would attempt to implement this master plan. This would involve a further partnership with the Metropolitan Council for obtaining possible LCDA funding in the development category.

D. Outcome and Products.

The outcome of this project would be to produce a master plan that includes project implementation tools with property owner and neighborhood involvement. The end result development would include new and additional housing choices, community gathering spaces, adjacent commercial neighborhood uses, and pedestrian and transit linkages within this project area and to other areas that are not currently accessible.

E. Timing.

The project would begin immediately upon receipt of the grant. The scope of work to be completed in this grant would occur between September 2003-September 2004.

The estimated completion date of the project is in September of 2004.

5. PROCESS AND PARTNERSHIPS

A. Background.

During the city comprehensive planning process, a task force composed of Lauderdale residents and city officials approved the goal of creating a Larpenteur Avenue redevelopment plan following years of research and discussion. Following the completion of this latest Comprehensive Plan in 1997 and during subsequent strategic planning meetings, the City Council approved and established as a city goal in 2000, 2001, 2002 and 2003 the desire to explore the redevelopment of a portion of the Larpenteur Avenue Corridor.

The City Council feels that this area has a more than sufficient base of population and activities in an environment that is very accessible to transit but can be vastly improved through a redevelopment that increases jobs, provides neighborhood commercial/retail options, while also creating a more walkable environment. Previous research has led city staff to conclude that feasibility and market studies are needed for the development of a master plan. The City Council felt that the Metropolitan Council's Livable Communities Demonstration Account Grant Program was the opportunity and impetus needed to move this project forward.

B. Local Involvement.

The City Council and several residents, through their contributions on the Comprehensive Plan Task Force, possess a strong commitment to plan for this Larpenteur Avenue redevelopment based on smart growth principles and to ultimately implement that redevelopment. All city staff, including the City Administrator, will be involved in all aspects of the predevelopment.

Lauderdale is a small inner-ring suburb where there is a high degree of interaction between the residents and city officials. Most community residents will be fully involved in the process because the visibility and impact of this project is very high since Larpenteur Avenue is the only commercial corridor and main thoroughfare in the entire City.

C. Participants and Roles.

City staff, through the direction of the City Council, would undertake an extensive request for proposals process to retain a consultant or team of consultants with an excellent track record in these types of projects.

The Metropolitan Council would be fully involved and informed in the selection process of this planning consultant team.

D. Partnerships.

The City would partner with all other governmental agencies that have a property or infrastructure interest in the project area. These agencies include, but are not necessarily limited to, Ramsey County and the State of Minnesota Housing Finance Agency.

The City would place a high degree of importance on partnering with all private, for-profit, or non-profit entities that may ultimately be involved in the predevelopment and subsequent redevelopment of the Larpenteur Avenue corridor.

5. FUNDING REQUEST

TOTAL AMOUNT REQUESTED: \$20,000

<u>Activity</u>	<u>Local Contribution</u>	<u>LCDA Request</u>
Site Evaluations and Preparation of a Request for Proposals for Development Team	\$5,000	\$0
Creation of Master Plan (including public meetings, feasibility, and market studies)	\$15,000	\$20,000
TOTAL	\$20,000	\$20,000

GRAND TOTAL \$40,000

6. ATTACHMENTS

- Site Location Map (Project Area)
- City of Lauderdale Comprehensive Plan material
- City Council Resolution 052703A: A Resolution Authorizing Application for the Livable Communities Demonstration Program

ENTIRE CITY LIMITS OF LANDBROOK



CitySight
SnapShot

Enter Map Title

Enter Map Description

Map Legend:

- STREET CENTERLINE
- WATER
- PARCELS

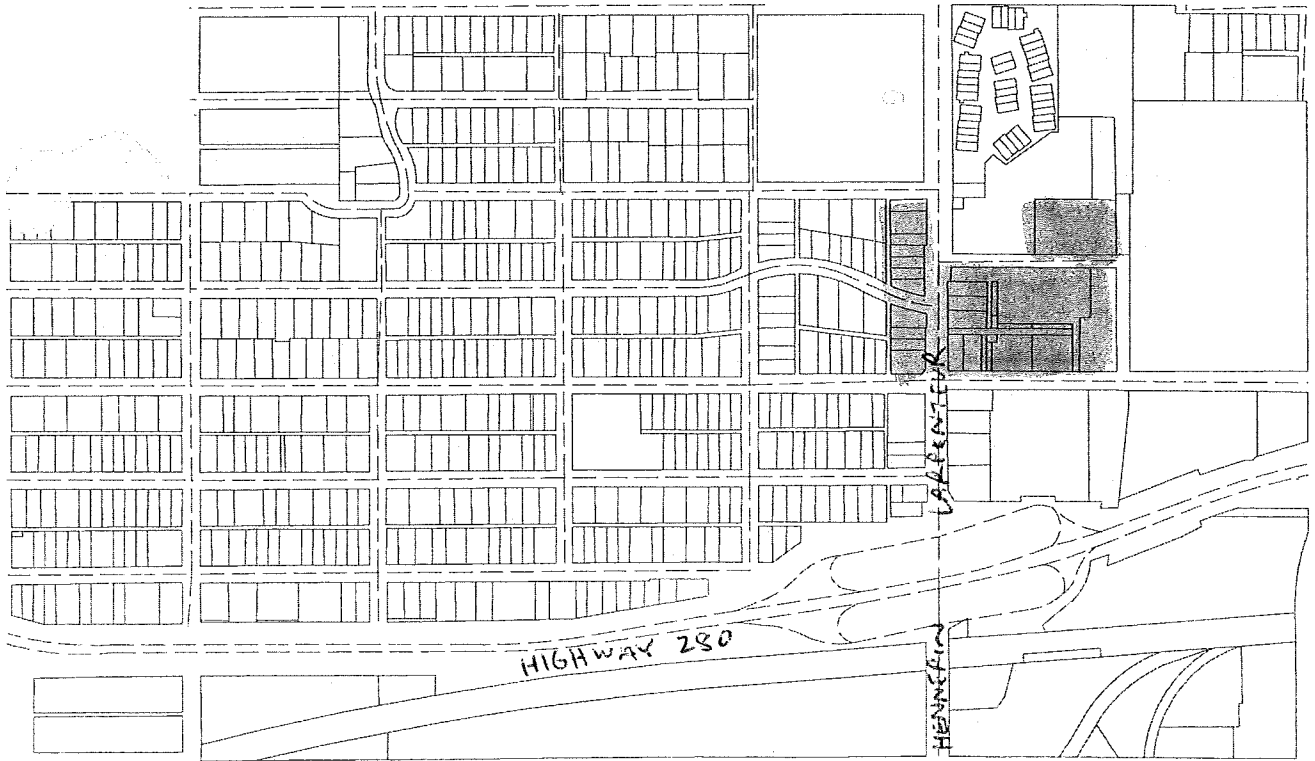
PROJECT
AREA



Map Scale: 1" = 1176'

Map Date: August 1, 2001

Data Date: December 2000



Note: The information provided by this program has been compiled from recorded deeds, plats, taxmaps, surveys, and other public records and data. It is not a legally recorded map or survey and is not intended to be used as one. Users of this data are hereby notified that the information sources mentioned above should be consulted for verification of the information.



CitySight
SnapShot

Enter Map Title
Enter Map Description

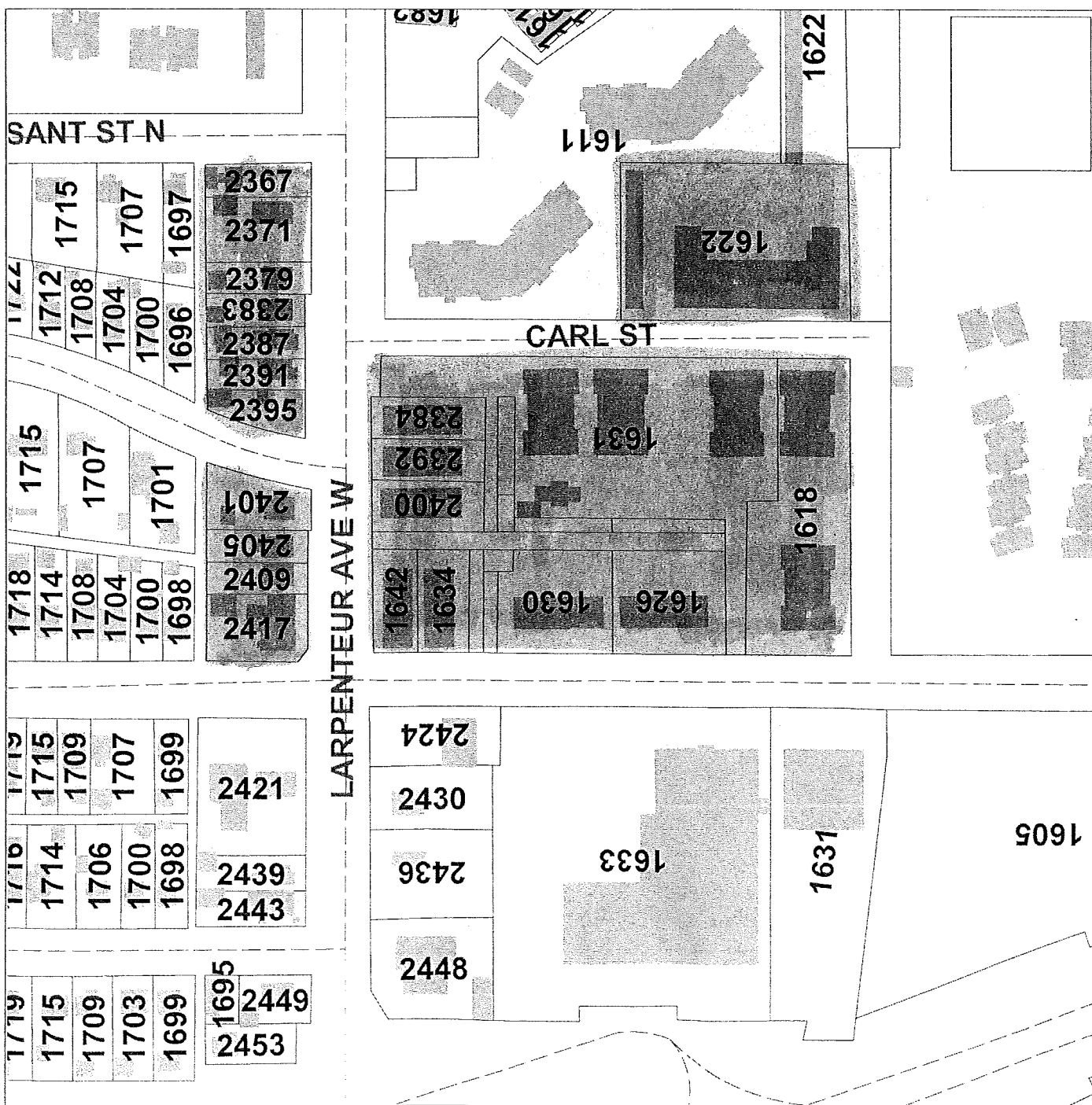
Map Legend:

- LABEL
- STREET LABELS
- ADDRESS LABELS
- STREET CENTERLINE
- WATER
- STRUCTURES
- PARCELS

PROJECT AREA



Map Scale: 1" = 325'
Map Date: August 1, 2001
Data Date: December 2000



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LAND USE & TAX BASE

Land Use & Tax Base Issue Questions

- What can the City do to increase its tax base?
- How can the City increase its tax base without increasing the burden on residential properties?
- Can the City receive more revenue from tax exempt properties for City services?
- What can the City do to ensure the best possible use of its remaining commercial and industrial areas?
- Where does the City need to correct land use inconsistencies?

Goals, Policies, and Action Steps

GOAL I. EXPAND THE CITY'S REVENUE AND TAX BASE.

1. **Encourage development and/or redevelopment of commercial and industrial properties.**
 - Use tax increment financing, and other mechanisms where applicable, to encourage the clean-up and development of polluted sites.
 - Create a plan for the best utilization of available property in the Commercial and Industrial zoning districts.
 - Develop alternatives for encouraging economic development, such as creating an Economic Development Authority.
 - Create a redevelopment plan for the City's commercial area along Larpenteur Avenue.
 - Study the potential for commercial development along Larpenteur Avenue in the Single Family and Multiple Family Areas. (Plan Area 1)
 - Allow what is left of the Goodwill/Easter Seal site after the Highway 280 reconstruction to be used for commercial/industrial development.
2. **Ensure that commercial/industrial development within the City does not have a negative impact on residential areas.**
 - Revise zoning ordinances regarding setbacks, signs, and screenings to ensure an adequate buffer between residential and commercial/industrial areas.
 - Rewrite zoning ordinances to include performance standards that encourage businesses that would not significantly increase traffic and noise, but would contribute to the City's tax base.
 - Survey residents to see what types of businesses would be most desired.

RESOLUTION NO. 052703B

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA**

**RESOLUTION AUTHORIZING APPLICATION FOR THE LIVABLE
COMMUNITIES DEMONSTRATION PROGRAM**

WHEREAS, the City of Lauderdale, Minnesota, is a participant in the Livable Communities Act's Housing Incentives Program for 2003 as determined by the Metropolitan Council, and is therefore eligible to make application for funds under the Livable Communities Demonstration Account; and,

WHEREAS, the City has identified a proposed project for predevelopment planning funds, within the City of Lauderdale and referred to as the "Larpenteur Avenue Corridor", that meets the Demonstration Account's purposes and criteria; and,

WHEREAS, the City has the institutional, managerial, and financial capability to ensure adequate project administration; and,

WHEREAS, the City certifies that it will comply with all applicable laws and regulations as stated in the contract agreements; and,

WHEREAS, the City Council of Lauderdale, Minnesota agrees to act as legal sponsor for the project contained in the opportunity grant application submitted on June 1, 2003;

NOW, THEREFORE, BE IT RESOLVED THAT the City Administrator is hereby authorized to apply to the Metropolitan Council for predevelopment funding on behalf of the City of Lauderdale and to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of Lauderdale on this 27th of May, 2003.

(ATTEST)

Jeff Dains, Mayor

(SEAL)

Rick Getschow, City Administrator

CITY OF LAUDERDALE

MEMORANDUM

TO: Mayor and Council Members
FROM: Kevin Walsh, Deputy Clerk
SUBJECT: Refuse Hauler License
DATE: May 22, 2003

BACKGROUND

The purpose of this memo is to notify you of a refuse hauler license request by Armor Waste Systems. It came to the City's attention that J.A.L. Amoco of 2421 Larpenteur Avenue had switched refuse haulers. The company they chose was not a licensed refuse hauler with the City of Lauderdale. J.A.L. Amoco and Armor Waste Systems were both notified of the necessity of using a licensed hauler. Armor Waste Systems agreed to obtain the appropriate material needed to become a licensed hauler within the City. As this memo went to print, Armor Waste Systems had completed part of the requirements and we are expecting full compliance by the Tuesday night City Council meeting.

COUNCIL ACTION REQUESTED

Consider issuing a refuse hauler license for Armor Waste Systems.

Lauderdale City Council Memorandum

Council Meeting Date: May 27, 2003
To: Mayor and City Council
From: Rick Getschow, City Administrator
Agenda Item: Financial Report on the 2000-2003 Street and
Utility Improvements

BACKGROUND:

In past years, I have provided a report on the financing of the four years of improvement projects as we have moved along through each phase. I would like to provide another annual update and report on the current financial status of the improvements. There are always minor changes and adjustments to the overall plan each year that merit discussion.

My report will provide information on:

- (1) Current and future fund balances
- (2) Project Costs
- (3) Special Assessment Revenues
- (4) Other Revenues such as grant funds and reimbursements
- (5) Bond Issuance Timing and Amounts
- (6) Debt Service; and
- (7) Investments

I will have additional spreadsheet information available at the meeting, but I have included in this packet some material that I had previously prepared.

ENCLOSURES:

1. 2000-2003 Street and Utility Improvement Costs
2. Special Assessment Revenues

2000-2003 LAUDERDALE STREET AND UTILITY IMPROVEMENTS

	2000	2001	2002	2003	TOTAL
<u>Capital Improvements Plan</u>					
Construction	\$1,106,318.16	\$861,264.00	\$781,961.04	\$1,257,120.00	\$4,006,663.20
Engineering	\$261,214.01	\$203,354.00	\$184,629.69	\$296,820.00	\$946,017.70
Contingency and Other	\$169,020.83	\$131,582.00	\$119,466.27	\$192,060.00	\$612,129.10
GRAND TOTAL	\$1,536,553.00	\$1,196,200.00	\$1,086,057.00	\$1,746,000.00	\$5,564,810.00
<u>Actual to Date</u>					
Construction	\$1,336,355.78	\$1,194,956.67	\$1,752,870.00	\$1,696,725.00	\$5,980,907.45
Less Water Utility Work	\$86,897.89	\$72,322.00	\$189,879.60	\$144,457.00	\$493,556.49
Net Construction	\$1,249,457.89	\$1,122,634.67	\$1,562,990.40	\$1,552,268.00	\$5,487,350.96
Engineering	\$237,547.00	\$267,000.00	\$350,000.00	\$325,976.00	\$1,180,523.00
Other	\$30,301.00	\$5,000.00	\$30,000.00	\$108,659.00	\$173,960.00
GRAND TOTAL	\$1,517,305.89	\$1,394,634.67	\$1,942,990.40	\$1,986,903.00	\$6,841,833.96

\$1,277,023.96

**SPECIAL ASSESSMENT
REVENUES**

	2000	2001	2002	2003
Total Assessment Amount	\$394,633.66	\$474,913.20	\$298,000.00	\$339,000.00
Prepaid	\$87,504.46	\$127,628.00	\$0.00	\$0.00
Amount Remaining	\$307,129.20	\$347,285.20	\$298,000.00	\$339,000.00

2002 AND 2003 ASSESSMENTS ARE PENDING