SPECIAL LAUDERDALE CITY COUNCIL MEETING 12:15 P.M. FRIDAY, JULY 15, 2016 LAUDERDALE CITY HALL, 1891 WALNUT STREET

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

- 1. CALL THE MEETING TO ORDER
- 2. ROLL CALL
- 3. APPROVALS
 - a. Agenda
 - b. Claims Totaling \$110,500.12
- 4. CONSENT
 - a. Election Judge Appointments
- 5. DISCUSSION / ACTION ITEMS
 - a. Petition and Waiver Agreement for 1794 Walnut Street
 - b. Petition and Waiver Agreement for 1798 Walnut Street
- 6. ADJOURNMENT

CLAIMS FOR APPROVAL

July 15, 2016 City Council Meeting

<u>Payroll</u>

07/01/16 Payroll: Direct Deposit # 502257-502262

\$9,959.88

07/01/16 Payroll:

Payroll Liabilities, E-payments 1121E-1124E

\$8,167.15

Vendor Claims

07/12/16 Claims: Check #'s 23399-23432

\$92,373.09

SUBTOTAL \$110,500.12

Total Claims for Approval

\$110,500.12

07/05/16 1:58 PM

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Payments

CITY OF LAUDERDALE

Current Period: JULY 2016

Batch Name	07/01/16 PR Payment	Computer Doll	ar Amt \$8.	167.15	Posted		
			7- ,				
Refer	5527 ICMA RETIREMEN	T TRUST - 457	Ck# 001122E 7/2	1/2016			
Cash Payment Invoice	G 101-21705 ICMA RE	TIREMENT	7/1/16 Payroll				\$1,667.74
Transaction Da	te 7/1/2016	Due 0	NORTH STAR C	HEC 1	0100	Total	\$1,667.74
Refer	5529 MN DEPARTMENT	OF REVENUE	Ck# 001124E 7/1	<u>1/2016</u>			
Cash Payment Invoice	G 101-21702 STATE W	ITHHOLDING	7/1/2016 Payro				\$664.70
Transaction Da	te 7/1/2016	Due 0	NORTH STAR C	HEC 1	0100	Total	\$664.70
Refer	5526 NORTH STAR BAN	K, CHECKING S	Ck# 001121E 7/1	/2016			CONTROL OF THE PARTY OF THE PAR
Cash Payment nvoice	G 101-21701 FEDERAL	TAXES	7/1/16 Payroll	-			\$1,482.36
Cash Payment nvoice	G 101-21703 FICA WIT	HHOLDING.	7/1/16 Payroll				\$2,429.98
Transaction Dat	te 7/1/2016	Due 0	NORTH STAR C	HEC 1	0100	Total	\$3,912.34
Refer	5528 PERA		Ck# 001123E 7/1	/2016			
Cash Payment nvoice	G 101-21704 PERA		7/1/2016 Payro	11			\$1,922.37
Transaction Dat	te 7/1/2016	Due 0	NORTH STAR C	HEC 1	0100	Total	\$1,922.37
Fund Sun	nmarv						
, 4,,,4	, <u>,</u>	10100 NORTH S	STAR CHECKING				
101 GENE	RAL		\$8,167.15				
			\$8,167.15				
Pre-Written	Checks	\$8.1	67.15				1.
Checks to h	e Generated by the Comp		\$0.00				

\$8,167.15

Total

*Claim Register©

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Claim Type Direct Claim# 5530 <i>BLUE</i>	ECHIP TREE COMPANY	C	Ck# 023401 7/15/2016			
	45200-317 TREE SERVIC	E .	Tree Trimming			\$680.00
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100	Total	\$680.00
Claim# 5531 <i>CIT</i> Y	OF FALCON HEIGHTS	C	ck# 023403 7/15/2016			
Cash Payment E 101- Invoice	42100-321 FIRE CALLS		4/16 Fire Calls			\$915.36
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100	Total	\$915.36
Claim# 5532 <i>CRO</i>	IX OIL	C	Ck# 023405 7/15/2016			
Cash Payment E 602- Invoice 448079	49100-212 MOTOR FUEL	S	Motor Fuels		•	\$28.2
Cash Payment E 101- Invoice 448079	43000-212 MOTOR FUEL:	S	Motor Fuels			\$131.60
Cash Payment E 601- Invoice 448079	49000-212 MOTOR FUEL	S	Motor Fuels			\$28.2
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100 .	Total	\$188.08
	HER STATE ONE CALL 43400-386 GOPHER STA		Ck# 023407 7/15/2016 CA June Locates			\$51.30
Invoice 6060501						
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100	Total	\$51.30
	K SERVICES		Ck# 023406 7/15/2016			
Cash Payment E 602- Invoice 2277524-06	49100-425 CLOTHING		June PW Clothing			\$57.5
Cash Payment E 601- Invoice 2277524-06	49000-425 CLOTHING		June PW Clothing			\$57.5
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100	Total	\$115.10
Claim# 5535 HOM	E DEPOT CRC	C	Ck# 023408 7/15/2016			
Cash Payment E 101- Invoice 5241923	43000-228 REPAIR SUPP	LIES	LA retaining wall rep	pair and supplies		\$212.4
Transaction Date	7/7/2016 ·	Due 0	NORTH STAR CHEC	10100	Total	\$212.46
Claim# 5536 JUMi	PITY JUMP	C	Ck# 023410 7/15/2016			
	45600-377 DAY IN THE P	ARK	DIP bounce house			\$209.0
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100	Total	\$209.00
Claim# 5537 <i>LILLI</i>	E SUBURBAN NEWS	C	Ck# 023411 7/15/2016	M80		40000000000000000000000000000000000000
	41100-352 PUBLIC INFOR	RMATION	N Zoning Ord. Amend	ment Notice		\$26.4
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100	Total	\$26.40
Claim# 5538 WAS	TE MANAGEMENT	(Ck# 023427 7/15/2016			
	43000-384 REFUSE DISF	OSAL	July Public Works			\$237.0
Transaction Date	7/7/2016	Due 0	NORTH STAR CHEC	10100	Total	\$237.01
Claim# 5539 <i>MET</i>	COUNCIL ENVIRONMEN	ITALS (Ck# 023412 7/15/2016			
	49000-387 WATER TREA		100000000000000000000000000000000000000			\$11,602.3

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in the second second						
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$11,602.32
	NORTH STAR BANK, CHEC					
Cash Payment E Invoice	101-41200-308 TRAINING 8	& EDUCATIO	N HB - ICMA Conferer	nce		\$455.00
Cash Payment E	101-41200-201 GENERAL S	SUPPLIES	Office Supplies			\$53.53
Cash Payment E	201-45600-377 DAY IN THE	PARK	DIP Banner			\$65.07
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$573.60
Claim# 5541	ON SITE SANITATION	(Ck# 023417 7/15/2016			
Cash Payment E	101-45200-427 PORTA PO 6615	TTY RENTAI	L Porta Potty			\$10.89
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	· \$10.89
Claim# 5542	PREMIUM WATERS, INC	(Ck# 023418 7/15/2016			
Cash Payment E	101-41200-208 WATER DE 0616	LIVERY	June Water Delivery			\$23.19
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$23.19
Claim# 5543	BUTKOWSKI, HEATHER	(Ck# 023402 7/15/2016			
Cash Payment E	101-41200-331 TRAVEL EX	PENSE	Mileage			\$81.95
Cash Payment E	101-41200-201 GENERAL	SUPPLIES	Labels			\$48.14
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$130.09
Claim# 5544	PUBLIC EMPLOYEES INS I	PROGRA (Ck# 023419 7/15/2016	### ### ### ### ### ### ### ### ### ##		
Cash Payment E Invoice 486391	101-41200-131 HEALTH IN	SURANCE	August Insurance P	remiums		\$2,858.54
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$2,858.54
Claim# 5545	YAEGER, LEN	(Ck# 023432 7/15/2016	,		
Cash Payment E	201-45600-377 DAY IN THE	E PARK	DIP Music			\$400.00
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$400.00
Claim# 5546	NORTH STAR BANK, CHEC	CKING ST (Ck# 023415 7/15/2016			00/90/900000000000000000000000000000000
Cash Payment E	201-45600-377 DAY IN THE	E PARK	DIP - Petty Cash			\$200.00
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$200.00
Claim# 5547	BEDOR, PAUL	(Ck# 023400 7/15/2016			
Cash Payment E	201-45600-377 DAY IN THE	E PARK	DIP - Ballon Anima	ıls		\$90.00
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$90.00
Claim# 5548	RAMSEY COUNTY, PROP	REC & RE	Ck# 023421 7/15/2016			The second secon
	203-50000-327 OTHER SE		Recycling Admin Cl			\$331.00
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$331.00
Claim# 5549	RAMSEY COUNTY, PROP	REC & RE	Ck# 023421 7/15/2016			

*Claim Register©

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Cash Payment E 10 Invoice PRREL000	1-41500-327 OTHER SERVI 458	CES	Voting System Mair	ntenance		\$680.64
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$680.64
Claim# 5550 RA	MSEY COUNTY, PROP REC	C & RE	Ck# 023421 7/15/2016			
	1-42100-442 MISCELLANEC		June Fleet Support			\$6.24
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$6.24
Claim# 5551 RA	MSEY COUNTY, PROP REC	C & RE	Ck# 023421 7/15/2016			0-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1-1
Cash Payment E 10 Invoice EMCOM00	1-42100-318 911 DISPATCH 5296	I	June 911 Dispatch			\$1,177.13
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$1,177.13
Claim# 5552 RA	MSEY COUNTY, PROP REC	C & RE	Ck# 023421 7/15/2016			
Invoice RISK00179			Health Insurance			\$417.55
Cash Payment E 10 Invoice RISK00179	1-41200-355 PRINTING SEF 95	RVICES	Health Insurance			\$25.00
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$442.55
	TY OF ST ANTHONY		Ck# 023404 7/15/2016			
Cash Payment E 10 Invoice 3411	1-42100-319 POLICE CONT	RACT	July Police Services	S		\$54,418.83
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$54,418.83
Claim# 5554 RA	MSEY COUNTY, PROP REC	C & RE	Ck# 023421 7/15/2016			
Cash Payment E 10 Invoice EMCOM00	1-42100-318 911 DISPATCH 5311	ł	June CAD Services			\$254.03
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$254.03
Claim# 5555 SU	IBURBAN ACE HARDWARE	pactor of the pa	Ck# 023424 7/15/2016			
Cash Payment E 10 Invoice 2487-06	11-43000-228 REPAIR SUPP	LIES	Supplies			\$10.48
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$10.48
Claim# 5556 XC	EL ENERGY, 2430 LARPEN	ITEUR	Ck# 023428 7/15/2016			
Cash Payment E 10 Invoice 507109759	01-43000-381 ELECTRIC UTI 0	LITIES	2430 Larpenteur Av	/enue		\$12.25
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$12.25
Claim# 5557 XC	EL ENERGY, STREET LIGH	HTING	Ck# 023431 7/15/2016	entrance and the second		
Cash Payment E 10	01-43000-381 ELECTRIC UTI 9	ILITIES	Larpenteur Lights			\$34.86
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$34.86
Claim# 5558 XC	CEL ENERGY, CITY HALL		Ck# 023429 7/15/2016	3		
Cash Payment E 10 Invoice 507091722	01-43000-383 GAS UTILITIES 2	5	1821 Eustis			\$9.64
Cash Payment E 10 Invoice 507091722	01-43000-381 ELECTRIC UT 2	ILITIES	1821 Eustis			\$15.05
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$24.69
Claim# 5559 XC	CEL ENERGY, STREET LIGH	HTING	Ck# 023431 7/15/2016	}	19 71 11 11 11 11 11 1 1 1 1 1 1 1 1 1 1	

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Cash Payment E 101- Invoice 507060826	43000-381 ELECTRIC UT	ILITIES	LA Bridge Lights			\$34.13
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$34.13
Claim# 5560 XCE	L ENERGY, CITY HALL		Ck# 023429 7/15/2016			
Cash Payment E 101- Invoice 507183567	43000-383 GAS UTILITIE	S	Gas			\$29.26
Cash Payment E 101- Invoice 507183567	-43000-381 ELECTRIC UT	ILITIES	Electric			\$138.48
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$167.74
Claim# 5561 STA	NTEC		Ck# 023423 7/15/2016			
Cash Payment E 601	-49000-304 ENGINEERING	3	I/I Mitigation			\$152.00
Cash Payment E 602- Invoice 1039486	-49100-304 ENGINEERING	3	MS4 Permit and Au	ıdit		\$897.00
Transaction Date	7/8/2016	Due 0	NORTH STAR CHEC	10100	Total	\$1,049.00
Claim# 5565 VER	IZON WIRELESS		Ck# 023426 7/15/2016			
Cash Payment E 602 Invoice 9767909336	-49100-391 TELEPHONE/	PAGERS	Cell phone	· ·		\$32.60
Cash Payment E 101 Invoice 9767909336	-43000-391 TELEPHONE/I	PAGERS	Cell phone			\$16.30
Cash Payment E 601 Invoice 9767909336	-49000-391 TELEPHONE/	PAGERS	Cell phone			\$16.30
Transaction Date	7/11/2016	Due 0	NORTH STAR CHEC	10100	Total	\$65.20
Claim# 5566 ACC	ELA		Ck# 023399 7/15/2016			
Cash Payment E 414 Invoice 2324	-48100-538 COMPUTER S	SOFTWA	RE Computer software			\$3,200.00
Transaction Date	7/11/2016	Due 0	NORTH STAR CHEC	10100	Total	\$3,200.00
Claim# 5567 XCE	L ENERGY, STREET LIGI	HTING	Ck# 023431 7/15/2016	3		
Cash Payment E 101 Invoice 507524766	-43000-381 ELECTRIC UT	ILITIES	June Street Lightin	g		\$480.97
Transaction Date	7/11/2016	Due 0	NORTH STAR CHEC	10100	Total	\$480.97
Claim# 5568 XCE	L ENERGY, PARK & GAR	RAGE	Ck# 023430 7/15/2016	3		
Cash Payment E 101 Invoice 507716121	-43000-383 GAS UTILITIE	S	Gas & Electric			\$50.00
Cash Payment E 101 Invoice 507716121	-43000-381 ELECTRIC UT	TILITIES	Gas & Electric			\$47.64
Transaction Date	7/12/2016	Due 0	NORTH STAR CHEC	10100	Total	\$97.64
Claim# 5569 US I	BANK EQUIPMENT FINAN	VCE	Ck# 023425 7/15/2016)		
Cash Payment E 101 Invoice 308423292	-41200-401 COPIER CON	TRACT	Copier Contract			\$149.00
Transaction Date	7/12/2016	Due 0	NORTH STAR CHEC	10100	Total	\$149.00
Claim# 5570 NAF	PA AUTO PARTS		Ck# 023414 7/15/2016	3		
	-43000-228 REPAIR SUPI	PLIES	Auto Parts			\$62.36
	-43000-228 REPAIR SUPI	PLIES	Auto Parts			\$1.88

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Cook Downsont	-228 REPAIR SUPPLIES	Auto Parts			\$25.82
Cash Payment E 101-43000- Invoice 678129	-220 REPAIR SUFFLIES	Auto i arts			,
Cash Payment E 101-43000- Invoice 678153	-228 REPAIR SUPPLIES	Auto Parts			\$4.49
Transaction Date 7/12	/2016 Due 0	NORTH STAR CHEC	10100	Total	\$94.55
Claim# 5571 NORTH SU	IBURBAN ACCESS CORP	Ck# 023416 7/15/2016			
Cash Payment E 202-49500- Invoice 16-065	-327 OTHER SERVICES	2Q16 Webstreaming			\$752.88
Transaction Date 7/12	/2016 Due 0	NORTH STAR CHEC	10100	Total	\$752.88
Claim# 5572 MN DEPT C	OF EMPLOYMENT AND	Ck# 023413 7/15/2016			
Cash Payment E 101-45200- Invoice 10674326	-142 UNEMPLOYMENT BEN	NEF Unemployment			\$84.93
Transaction Date 7/12	2/2016 Due 0	NORTH STAR CHEC	10100	Total	\$84.93
Claim# 5574 RAMSEY C	COUNTY VITAL RECORDS	Ck# 023420 7/15/2016			
Cash Payment E 101-41200- Invoice	-438 DUES & SUBSCRIPTION	ONS Notary Commission			\$20.00
Transaction Date 7/12	2/2016 Due 0	NORTH STAR CHEC	10100	Total	\$20.00
Claim# 5575 SCHWAAB	, INC	Ck# 023422 7/15/2016			
Cash Payment E 101-41200-	-201 GENERAL SUPPLIES	Notary Stamp & Boo	bk		\$42.00
Transaction Date 7/12	2/2016 Due 0	NORTH STAR CHEC	10100	Total	\$42.00
Claim# 5576 STANTEC		Ck# 023423 7/15/2016			
Cash Payment E 401-48401 Invoice 1039483	-304 ENGINEERING	Seal Coating Projec	t	10.00 m	\$2,909.42
Transaction Date 7/14	1/2016 Due 0	NORTH STAR CHEC	10100	Total	\$2,909.42
Claim# 5577 STANTEC		Ck# 023423 7/15/2016	•		
Cash Payment E 601-49000 Invoice 1046572	-304 ENGINEERING	I/I Mitigation			\$152.00
Cash Payment E 602-49100 Invoice 1046572	-304 ENGINEERING	MS4 Annual Report	•	- 11	\$126.00
Transaction Date 7/14	1/2016 Due 0	NORTH STAR CHEC	10100	Total	\$278.00
Claim# 5578 STANTEC		Ck# 023423 7/15/2016			
Cash Payment E 601-49000 Invoice 1039482	-304 ENGINEERING	Sewer Lining Projec	et		\$3,204.25
Transaction Date 7/14	4/2016 Due 0	NORTH STAR CHEC	10100	Total	\$3,204.25
Claim# 5579 STANTEC		Ck# 023423 7/15/2016			
Cash Payment E 404-48404 Invoice 1046576	-304 ENGINEERING	Seal Coating Projec	et .		\$1,042.97
Transaction Date 7/14	4/2016 Due 0	NORTH STAR CHEC	10100	Total	\$1,042.97
Claim# 5580 STANTEC		Ck# 023423 7/15/2016			
Cash Payment E 101-43000 Invoice 1058954)-304 ENGINEERING	Engineering Service	98		\$380.00
				T (-1	\$380.00
Transaction Date 7/12	4/2016 Due (NORTH STAR CHEC	10100	Total .	Ψ000.00

*Claim Register©

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Cash Payment E 401-48401-303 FINAN	ICIAL CONTRACT Seal Coating Project		\$104.50
Invoice 1058955 Transaction Date 7/14/2016	Due 0 NORTH STAR CHEC 10100	Total	\$104.50
Claim# 5582 STANTEC Cash Payment E 401-48401-304 ENGIN	Ck# 023423 7/15/2016 NEERING 2016 Seal Coating Project		\$1,033.74
Invoice 1058957 Transaction Date 7/14/2016	Due 0 NORTH STAR CHEC 10100	Total	\$1,033.74
Claim# 5583 STANTEC	Ck# 023423 7/15/2016		
Cash Payment E 601-49000-304 ENGIN	NEERING Sanitary Sewer Lining Project		\$1,214.89
Transaction Date 7/14/2016	Due 0 NORTH STAR CHEC 10100	Total	\$1,214.89
Claim# 5584 INTEGRA	Ck# 023409 7/15/2016		#
Cash Payment E 101-41200-391 TELER Invoice 14055603	PHONE/PAGERS fax line		\$51.24
Transaction Date 7/14/2016	Due 0 NORTH STAR CHEC 10100	Total	\$51.24
Claim Type	e Direct	Total	\$92,373.09
Pre-Written Checks	\$92,373.09		
Checks to be Generated by the Comp	oute \$0.00		
Total	\$92,373.09		

LAUDERDALE COUNCIL ACTION FORM

Action Re	equested
Consent	X
Public Hearing	
Discussion	
Action	
Resolution	
Work Session	
:•	

Meeting Date	July 15, 2016		
ITEM NUMBER	Appoint Election Judges		
STAFF INITIAL	- Ja		
APPROVED BY ADMINISTRATOR			

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Below are individuals willing to be appointed by the City Council to serve as election judges for the 2016 Primary and General elections. Many of these election judges have performed election judge duties for many years and some are new. Karen Doherty will be the Head Election Judge again this year.

Judges for Primary and General Elections

Karen Doherty Lisa Cierzan Donna Bowe Wally Borner Hans Simons Peiju Picard Gayle Mangan Tony Mieloch Lynn Berkeland Crystal Wisen Chuck Stewart Anne Sisel James Lee Kathryne Kuhns Paula Biever Judy Haves Linda Stowell Mark Peterson Shirley Soderstrom Paula Moyer Jennifer Syverson

Applicants don't need to declare party affiliation to be a judge but the City must follow rules for maintaining party balance. Party affiliation is not public information. The City has the required party representation for the 2016 election season.

Judges must attend a two-hour in person or on-line training session every two years as required by State Law. The judges will be offered \$12.50 per hour for training and on election day. Those that work a full day will be offered \$200 and the head judge \$220. The City supplies breakfast, lunch, and dinner on election day.

STAFF RECOMMENDATION:

By approving the consent agenda, the City Council approves the 2016 election judge list for the 2016 primary and general elections.

COL	IIN	CII	ACT	TION:
	UIN	ICIL	H	uon.

LAUDERDALE COUNCIL ACTION FORM

Action Requested	
Consent Public Hearing Discussion Action X Resolution Work Session	

Meeting Date	July 12, 2016			
ITEM NUMBER	Walnut Street Tree Removal			
STAFF INITIAL				
APPROVED BY ADMINISTRATOR				

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A cost sharing agreement, subject to City Council approval, has been worked out with Julee Blake and her neighbors, Sung Chul and Yoonju Park. Each party has agreed to pay for half of the cost of the tree removal at 1798 Walnut Street, including the legal and some administrative costs. The cost is not expected to exceed \$3,000 per party and the agreement allows them three years to pay off the special assessment. Even though these costs will be specially assessed, the agreement allows the City to forgo the usual notices and public hearings. Staff recommend adopting each agreement separately. After the agreement is approved and signed off by the owners, staff will contact a tree trimmer to complete the project.

OPTIONS:	*		
		•	

STAFF RECOMMENDATION:

Motion to adopt the Petition and Waiver Agreement with Julee Blake, owner of 1798 Walnut Street.

Motion to adopt the Petition and Waiver Agreement with Sung Chul and Yoonju Park, owners of 1794 Walnut Street.

PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (the "Agreement") is made this _____ day of July, 2016, by and between the city of Lauderdale, a Minnesota municipal corporation (the "City"), and Sung Chul Park and Yoonju Park, owners of 1794 Walnut Street, Lauderdale, Minnesota (the "Owners").

WITNESSETH:

WHEREAS, the Owners are the fee owner of certain real property located in Lauderdale whose legal description is Lot 29, Block 9, Lauderdale's East Side Addition, PIN 17.29.23.33.0034, (the "Property"); and

WHEREAS, the neighbor has a large cottonwood tree that spans her property and that of the Owners; and

WHEREAS, the tree has limbs that are dead and of concern to the Owners as they feel they pose a threat to public safety; and

WHEREAS, the Owners and their neighbor have requested that the City cut down and remove the tree from 1798 Walnut Street and the Owners and the neighbor have each agreed to be specially assessed fifty percent of all costs for the tree removal; and

WHEREAS, the City is willing to specially assess both 1798 Walnut Street and 1794 Walnut Street for the full cost of the tree removal project as the benefited properties; and

WHEREAS, the City is willing to forgo notices and hearings, provided the assurances and covenants hereinafter stated are made by the Owners to ensure that the City will have a valid and collectable special assessment as it relates to the tree removal projects.

NOW, THEREFORE, ON THE BASIS OF THE OBLIGATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The Owners represent and warrant that they are the fee owners of the Property and that they have legal power and authority to encumber the Property as herein provided and that there are no other liens or encumbrances against the Property except those of record.
- 2. The Owners hereby petition the City for removal of the tree and hereby grant permission for the City and its contractor to enter the Property for the purpose of carrying out the removal of the tree (the "Project"). The City will remove the tree at such time as it is able to procure a qualified, licensed tree trimmer.
- 3. The Owners consent to the City levying a special assessment for the Project against the Property in accordance with Minn. Stat., Section 429.061. The principal amount of the special assessment shall be one-half of the actual cost to remove the tree, including all legal and administrative expenses associated therewith, but not to exceed \$3,000.00. The City intends to enter into a similar agreement with the owner of the neighboring property at 1798 Walnut Street but this Agreement is valid regardless of whether the City and the neighbor execute such an agreement.
- 4. The Owners waive notice of hearing and hearing pursuant to Minn. Stat. Section 429.031 on the Project and notice of hearing and hearing on the special assessment levied to finance the Project pursuant to Minn. Stat. Section 429.061 and specifically request that the Project be carried out and the special assessment be levied against the Property without notice of hearing or hearing.
- 5. The Owners waive the right to appeal the levy of special assessment in accordance with this Agreement pursuant to Minn. Stat. Section 429.081 and further specifically agree with respect to such special assessment against the Property that:
 - a. All requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Owner; and
 - b. The increase in fair market value of the Property resulting from completing the Project will be at least equal to the amount of the special assessment levied against the Property and that such increase in fair market value is a special benefit to the Property.
- 6. The special assessment levied against the Property shall be payable over three years and shall bear an interest rate of eight percent per annum. The first installment of principal and interest shall be included in the first tax rolls completed after adoption of the resolution levying the special assessment.
- 7. The waivers and agreements contained in this Agreement shall bind the Owners and their successors and assigns and shall run with the Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Ramsey County, Minnesota and the Owners and the City agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

8.	Any notice required to be given under this Agreement shall be deemed given it delivered personally or sent by U.S. mail:								
	a)				Sung Chul and Yoonju Park 1794 Walnut Street Lauderdale, MN 55113				
		such other addred		rty may	from time to time notify the other in writing in				
9.	This A	Agreement shal at the Property f	l terminate up for the Project.	on the f	inal payment of all special assessment levied				
above.		ITNESS WHEI	REOF, the par	ties hav	e set their hands the day and year first written				
					OWNERS OF 1794 WALNUT STREET				
				By:					
				_ J ·	Sung Chul Park				
				By:					
				•	Yoonju Park				
STAT	E OF N	MINNESOTA)) ss.						
COU	O YTV	F RAMSEY)		,				
Sung	The f Chul Pa	oregoing instru ark and Yoonju	ment was ackr Park, a marrie	nowledg ed coupl	ged before me this day of July, 2016, by e, owners of 1794 Walnut Street.				
				NT-4	ny Dyklia				
				inotai	ry Public				

	By:	Jeffrey D	Dains, Mayor		
	By:	Heather Clerk	Butkowski,	City	Administrator-
STATE OF MINNESOTA)) ss)				
The foregoing instrum effrey Dains and Heather Bu city of Lauderdale, a municip he City.	ment was acknowledge utkowski, the mayor a pal corporation under t	nd city adn	ninistrator-cle	erk, resp	pectively, of the
	Notar	y Public			

PETITION AND WAIVER AGREEMENT

THIS PETITION AND WAIVER AGREEMENT (the "Agreement") is made this _____day of July, 2016, by and between the city of Lauderdale, a Minnesota municipal corporation (the "City"), and Julee Denise Blake, owner of 1798 Walnut Street, Lauderdale, Minnesota (the "Owner").

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Lauderdale whose legal description is Lot 30, Block 9, Lauderdale's East Side Addition, PIN 17.29.23.33.0035, (the "Property"); and

WHEREAS, the Owner has a large cottonwood tree that spans her property and that of neighbors; and

WHEREAS, the tree has limbs that are dead and of concern to the neighbors as they feel they pose a threat to public safety; and

WHEREAS, the Owner and the neighbor have requested that the City cut down and remove the tree from the Property and the Owner and the neighbor have each agreed to be specially assessed fifty percent of all costs for the tree removal; and

WHEREAS, the City is willing to specially assess both 1798 Walnut Street and 1794 Walnut Street for the full cost of the tree removal project as the benefited properties; and

WHEREAS, the City is willing to forgo notices and hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have a valid and collectable special assessment as it relates to the tree removal projects.

NOW, THEREFORE, ON THE BASIS OF THE OBLIGATIONS CONTAINED HEREIN, THE PARTIES HERETO AGREE AS FOLLOWS:

- 1. The Owner represents and warrants that she is the fee owner of the Property and that she has legal power and authority to encumber the Property as herein provided and that there are no other liens or encumbrances against the Property except those of record.
- 2. The Owner hereby petitions the City for removal of the tree and hereby grants permission for the City and its contractor to enter the Property for the purpose of carrying out the removal of the tree (the "Project"). The City will remove the tree at such time as it is able to procure a qualified, licensed tree trimmer.
- 3. The Owner consents to the City levying a special assessment for the Project against the Property in accordance with Minn. Stat., Section 429.061. The principal amount of the special assessment shall be one-half of the actual cost to remove the tree, including all legal and administrative expenses associated therewith, but not to exceed \$3,000.00. The City intends to enter into a similar agreement with the owner of the neighboring property at 1794 Walnut Street but this Agreement is valid regardless of whether the City and the neighbor execute such an agreement.
- 4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031 on the Project and notice of hearing and hearing on the special assessment levied to finance the Project pursuant to Minn. Stat. Section 429.061 and specifically requests that the Project be carried out and the special assessment be levied against the Property without notice of hearing or hearing.
- The Owner waives the right to appeal the levy of special assessment in accordance with this Agreement pursuant to Minn. Stat. Section 429.081 and further specifically agree with respect to such special assessment against the Property that:
 - a. All requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Owner; and
 - b. The increase in fair market value of the Property resulting from completing the Project will be at least equal to the amount of the special assessment levied against the Property and that such increase in fair market value is a special benefit to the Property.
- 6. The special assessment levied against the Property shall be payable over three years and shall bear an interest rate of eight percent per annum. The first installment of principal and interest shall be included in the first tax rolls completed after adoption of the resolution levying the special assessment.
- 7. The waivers and agreements contained in this Agreement shall bind the Owner and her successors and assigns and shall run with the Property. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Ramsey County, Minnesota and the Owner and the City agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Property.

8. Any notice required to be given under this Agreement shall be deemed given if delivered personally or sent by U.S. mail:

a) as to the Owner

Julee Denise Blake 1798 Walnut Street

Lauderdale, MN 55113

b) as to the City

City of Lauderdale 1891 Walnut Street Lauderdale, MN 55331 Attn: City Administrator

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

9. This Agreement shall terminate upon the final payment of all special assessment levied against the Property for the Project.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER OF 1798 WALNUT STREET

By:

Julee Denise Blake

STATE OF MINNESOTA) ss.

COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this 12 day of July, 2016, by Julee Denise Blake, a single person, owner of 1798 Walnut Street.

JAMES BOWNIK
NOTARY PUBLIC - MINNESOTA
My Commission Expires Jan. 31, 2020

Notary Public

	Ву:	Jeffrey D	Jeffrey Dains, Mayor				
	Ву:	Heather Clerk	Butkowski,	City	Administrato	<u>-</u>	
STATE OF MINNESOTA)) ss COUNTY OF RAMSEY)							
The foregoing instrument was acknowleffrey Dains and Heather Butkowski, the city of Lauderdale, a municipal corponental for the City.	mayor	and city :	admınıstrator	-cierk,	respectively,	Οī	
	—— Notai	ry Public					