

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, MARCH 14, 2017
LAUDERDALE CITY HALL, 1891 WALNUT STREET

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

1. **CALL THE MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the February 28, 2017 City Council Meeting
 - c. Claims Totaling \$86,816.31
4. **CONSENT**
 - a. January Financial Report
 - b. 2017 Garbage Hauler Licenses
 - c. Street Sweeping Agreement
 - d. Fund Balance Transfer - Resolution 031417A
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEM**
 - a. Set Time and Date for Planning Consultant Interviews
 - b. Carpet Installation Project
 - c. Music Licensing for City Events
 - d. Farmers Market Planning and Budget
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Select Comprehensive Plan Update Consultant
 - b. City Council Workshop – March 28 Starting at 5:30 p.m.
 - c. Audit Presentation – March 28
 - d. Representative Alice Hausman – April 11
 - e. Police Department Annual Report – April 11

12. WORK SESSION

- a. Opportunity for the Public to Address the City Council

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

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

- b. Community Development Update

13. CLOSED SESSION

- a. Discussion of Pending Litigation (Rocket Outdoor Advertising, LLC v. City of Lauderdale)

14. ADJOURNMENT

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

Page 1 of 2

February 28, 2017

Roll Call

Mayor Gaasch called the Regular City Council meeting to order at 7:31 p.m.

Councilors present: Roxanne Grove, Kelly Dolphin, and Mayor Mary Gaasch.
Councilors absent: Jeff Dains and Andi Moffatt.

Staff present: Heather Butkowski, City Administrator and Jim Bownik, Assistant City Administrator.

Approvals

Mayor Gaasch asked if there were any changes to the meeting agenda. There being none, Councilor Grove moved and Councilor Dolphin seconded the motion to approve the agenda. Motion carried unanimously.

Councilor Grove moved to approve the minutes of the February 14, 2017 City Council meeting. Councilor Dolphin seconded the motion and it carried unanimously.

Councilor Grove moved and seconded by Councilor Dolphin to approve the claims totaling \$33,154.24. Motion carried unanimously.

Consent

Councilor Grove moved and seconded by Councilor Dolphin to approve the Consent Agenda thereby acknowledging the Year End Investment Report.

Informational Presentations / Reports

Councilor Grove reported on what she had learned by attending the recent Ramsey County League of Local Government meeting.

Discussion/Action Items

A. Recreation Agreement with the City of Falcon Heights
Administrator Butkowski explained that the City has had relationships with the Cities of Roseville and Falcon Heights for the sharing of recreation services. The agreement presented would allow for that sharing with the City of Falcon Heights for 2017.

Councilor Grove moved and seconded by Councilor Dolphin to enter into the Recreation Agreement with the City of Falcon Heights as presented. Motion carried unanimously.

Set Agenda for Next Meeting

Administrator Butkowski stated the next meeting may include the January Financial Report, garbage hauler licenses, street sweeping contract, music licensing, and Farmers Market planning.

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

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February 28, 2017

Work Session

A. Opportunity for the Public to Address the City Council

Mayor Gaasch asked if anyone in attendance which to address the Council. No one did.

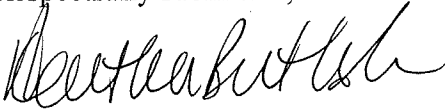
B. Community Development Update

Administrator Butkowski informed the Council that staff continue to work with a private school planning to moving ahead with their conditional use application for 1795 Eustis Street.

Adjournment

There being no further items on the agenda, Councilor Grove moved and seconded by Councilor Dolphin to adjourn the meeting at 7:42 p.m. Motion carried unanimously.

Respectfully submitted,



Heather Butkowski
City Administrator



CITY OF LAUDERDALE
LAUDERDALE CITY HALL
1891 WALNUT STREET
LAUDERDALE, MN 55113
651-792-7650
651-631-2066 FAX

Request for Council Action

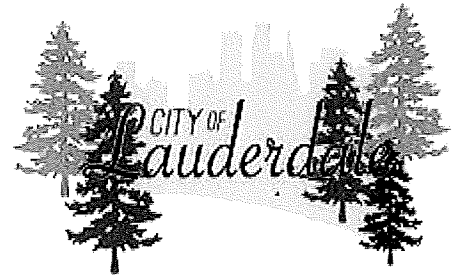
To: Mayor and City Council
From: City Administrator
Meeting Date: March 14, 2017
Subject: List of Claims

The claims totaling \$86,816.31 are provided for City Council review and approval which includes check numbers 25264 to 25283.

Accounts Payable

Checks by Date - Detail by Check Date

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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association PR Batch 50500.03.2017 PERA Coordinated PR Batch 50500.03.2017 PERA Coordinated	03/10/2017 PR Batch 50500.03.2017 PER PR Batch 50500.03.2017 PER	891.16 1,028.26
Total for this ACH Check for Vendor 43:				1,919.42
ACH	44	Minnesota Department of Revenue PR Batch 50500.03.2017 State Income Tax	03/10/2017 PR Batch 50500.03.2017 Stat	539.67
Total for this ACH Check for Vendor 44:				539.67
ACH	45	ICMA Retirement Corporation PR Batch 50500.03.2017 Deferred Comp PR Batch 50500.03.2017 Deferred Comp	03/10/2017 PR Batch 50500.03.2017 Def PR Batch 50500.03.2017 Def	1,036.99 865.98
Total for this ACH Check for Vendor 45:				1,902.97
ACH	46	Internal Revenue Service PR Batch 50500.03.2017 Medicare Employee Pe PR Batch 50500.03.2017 Federal Income Tax PR Batch 50500.03.2017 FICA Employee Portio PR Batch 50500.03.2017 Medicare Employer Po PR Batch 50500.03.2017 FICA Employer Portio	03/10/2017 PR Batch 50500.03.2017 Mec PR Batch 50500.03.2017 Fed PR Batch 50500.03.2017 FIC. PR Batch 50500.03.2017 Mec PR Batch 50500.03.2017 FIC.	215.19 1,241.89 920.14 215.19 920.14
Total for this ACH Check for Vendor 46:				3,512.55
Total for 3/10/2017:				7,874.61
25264	13 4909	8th Day Landscaping LLC February Snow Removal	03/14/2017	645.00
Total for Check Number 25264:				645.00
25265	22 1003736517	AmeriPride Services Inc Paper Towels	03/14/2017	128.08
Total for Check Number 25265:				128.08
25266	33 2017-02	City of Falcon Heights February Fire Calls	03/14/2017	1,373.06
Total for Check Number 25266:				1,373.06
25267	36 222501 222547 222570 222616	City of Roseville January IT Services January Phone Services February IT Services February Phone Services	03/14/2017	492.33 94.24 492.33 94.24

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 25267:	1,173.14
25268	29 3511	City of St Anthony March Police Services	03/14/2017	56,049.16
			Total for Check Number 25268:	56,049.16
25269	58 11015	City of White Bear Lake 2017 Ramsey County GIS Fee	03/14/2017	219.12
			Total for Check Number 25269:	219.12
25270	25 EMCOM-005900 EMCOM-005914 EMCOM-005929	County of Ramsey February Fleet Support February 911 Dispatch Services February CAD Services	03/14/2017	6.24 1,280.65 258.44
			Total for Check Number 25270:	1,545.33
25271	60 2277524-02 2277524-02	G & K Services Inc February Uniforms February Uniforms	03/14/2017	46.04 46.04
			Total for Check Number 25271:	92.08
25272	61 7020504	Gopher State One Call February Locates	03/14/2017	13.50
			Total for Check Number 25272:	13.50
25273	134 62	Katrina Joseph February Legal Services	03/14/2017	925.00
			Total for Check Number 25273:	925.00
25274	1 2017-02 2017-02	Lillie Suburban Newspapers Inc Publish Ordinance 17-01 Publish Summary Budget	03/14/2017	65.25 123.25
			Total for Check Number 25274:	188.50
25275	24 1065121	Metropolitan Council April Wastewater Treatment	03/14/2017	11,427.59
			Total for Check Number 25275:	11,427.59
25276	5 619861-02-17	Premium Waters Inc February Water Delivery	03/14/2017	30.92
			Total for Check Number 25276:	30.92
25277	47	Public Employees Insurance Program PR Batch 50500.03.2017 Health Insurance PR Batch 50500.03.2017 Dental	03/14/2017 PR Batch 50500.03.2017 Hea PR Batch 50500.03.2017 Den	2,290.44 110.46
			Total for Check Number 25277:	2,400.90
25278	135 2017-1	St Paul Pioneer Press 24-Week Pioneer Press	03/14/2017	216.56
			Total for Check Number 25278:	216.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
25279	26	Stantec Consulting Services Inc	03/14/2017	
	1163813	Wetland Conservation Act Report & Eustis Stree		452.75
	1163813	I/I Reporting		271.00
	1163816	2016 Sewer Lining Project		603.00
Total for Check Number 25279:				1,326.75
25280	3	US National Equipment Finance Inc	03/14/2017	
	325711240	March Copier Contract		149.00
Total for Check Number 25280:				149.00
25281	90	Verizon Wireless	03/14/2017	
	9781230946	February Cell Phone		16.24
	9781230946	February Cell Phone		16.23
	9781230946	February Cell Phone		32.47
Total for Check Number 25281:				64.94
25282	7	Waste Management Inc	03/14/2017	
	7584297-0500-0	March Public Works Refuse		282.10
Total for Check Number 25282:				282.10
25283	74	Xcel Energy	03/14/2017	
	537136236	Larpenteur Avenue Bridge Lights		42.75
	537158524	1891 Walnut Street		216.25
	537158524	1891 Walnut Street		165.56
	537168479	1821 Eustis Street		23.83
	537168479	1821 Eustis Street		16.55
	537168784	2430 Larpenteur Avenue		173.54
	537352079	Larpenteur Pedestrian Lighting		52.49
Total for Check Number 25283:				690.97
Total for 3/14/2017:				78,941.70
Report Total (24 checks):				86,816.31

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date March 14, 2017

ITEM NUMBER January Financial Report

STAFF INITIAL HSB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month I provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for January 2017.

OPTIONS:

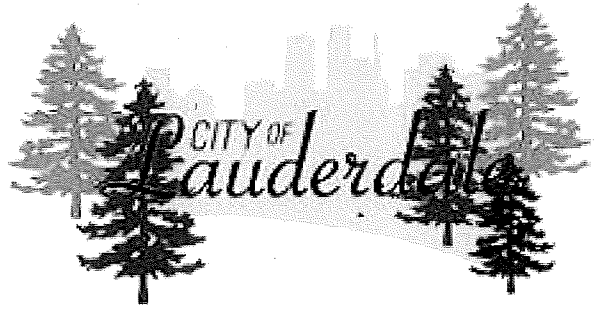
STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for January 2017.

COUNCIL ACTION:

General Ledger

Cash Balances



User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,189,569.16	44,245.94	115,128.10	-2,260,451.32
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	3,715.00	5,698.53	1,389.60	8,023.93
Cash	227-00000-000-10100	102,824.89	699.35	2,090.49	101,433.75
Cash	401-00000-000-10100	108,706.82	20.01	4,729.66	103,997.17
Cash	403-00000-000-10100	431,090.55	170.61	1,776.32	429,484.84
Cash	404-00000-000-10100	280,144.53	114.95	1,196.78	279,062.70
Cash	405-00000-000-10100	33,949.25	20.20	210.32	33,759.13
Cash	414-00000-000-10100	177,028.94	75.07	618.54	176,485.47
Cash	602-00000-000-10100	979,498.36	4,467.98	32,483.31	951,483.03
Cash	603-00000-000-10100	333,979.86	13,202.60	5,998.56	341,183.90
Current Assets		261,469.04	68,715.24	165,621.68	164,562.60
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash		300.00	0.00	0.00	300.00
Investments - Fair Value Adj	101-00000-000-10410	2,982,488.00	1,416.81	0.00	2,983,904.81
Investments		2,982,488.00	1,416.81	0.00	2,983,904.81
Grand Total		<u>3,244,257.04</u>	<u>70,132.05</u>	<u>165,621.68</u>	<u>3,148,767.41</u>

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
101	General Fund					
	Revenue					
	Taxes	708,333.00	-0.07	-0.07	708,333.07	0.00
	Licenses and Permits	29,750.00	7,746.45	7,746.45	22,003.55	26.04
	Intergovernmental Revenues	539,016.00	0.00	0.00	539,016.00	0.00
	Charges for Services	11,025.00	1,537.18	1,537.18	9,487.82	13.94
	Fines and Forfeits	45,000.00	0.00	0.00	45,000.00	0.00
	Miscellaneous Revenue	2,900.00	-3,365.63	-3,365.63	6,265.63	-116.06
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
		<u>1,336,024.00</u>	<u>5,917.93</u>	<u>5,917.93</u>	<u>1,330,106.07</u>	<u>0.44</u>
	Revenue					
	Expense					
	Personal Services	360,611.00	29,510.90	29,510.90	331,100.10	8.18
	Supplies	21,050.00	362.28	362.28	20,687.72	1.72
	Other Services and Charges	906,364.00	56,618.52	56,618.52	849,745.48	6.25
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	48,000.00	0.00	0.00	48,000.00	0.00
		<u>1,336,025.00</u>	<u>86,491.70</u>	<u>86,491.70</u>	<u>1,249,533.30</u>	<u>6.47</u>
	Expense					
101	General Fund					
		<u>-1.00</u>	<u>-80,573.77</u>	<u>-80,573.77</u>	<u>80,572.77</u>	<u>8,057,377.00</u>

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	20,000.00	0.00	0.00	20,000.00	0.00
	Miscellaneous Revenue	25.00	-12.56	-12.56	37.56	-50.24
	Revenue	20,025.00	-12.56	-12.56	20,037.56	-0.06
	Expense					
	Personal Services	7,943.00	614.92	614.92	7,328.08	7.74
	Supplies	600.00	600.00	600.00	0.00	100.00
	Other Services and Charges	2,400.00	0.00	0.00	2,400.00	0.00
	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
	Expense	15,943.00	1,214.92	1,214.92	14,728.08	7.62
226	Communications	4,082.00	-1,227.48	-1,227.48	5,309.48	-30.07

General Ledger Revenue vs Expense



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 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	6,000.00	0.00	0.00	6,000.00	0.00
	Miscellaneous Revenue	<u>37,350.00</u>	<u>260.08</u>	<u>260.08</u>	<u>37,089.92</u>	<u>0.70</u>
	Revenue	43,350.00	260.08	260.08	43,089.92	0.60
	Expense					
	Personal Services	21,260.00	1,635.85	1,635.85	19,624.15	7.69
	Supplies	350.00	0.00	0.00	350.00	0.00
	Other Services and Charges	35,000.00	-2,083.85	-2,083.85	37,083.85	-5.95
	Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	56,610.00	-448.00	-448.00	57,058.00	-0.79
227	Recycling	-13,260.00	708.08	708.08	-13,968.08	-5.34

General Ledger Revenue vs Expense

User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	500.00	-207.65	-207.65	707.65	-41.53
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	500.00	-207.65	-207.65	707.65	-41.53
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
401	General Capital Projects	500.00	-207.65	-207.65	707.65	-41.53

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue	0.00	0.00	0.00	0.00	0.00
	Intergovernmental Revenues	3,500.00	-1,605.71	-1,605.71	5,105.71	-45.88
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	Revenue	3,500.00	-1,605.71	-1,605.71	5,105.71	-45.88
	Expense					
	Capital Outlay	40,000.00	0.00	0.00	40,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	40,000.00	0.00	0.00	40,000.00	0.00
	Street Capital Projects	-36,500.00	-1,605.71	-1,605.71	-34,894.29	4.40

General Ledger Revenue vs Expense



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 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Miscellaneous Revenue	2,000.00	-1,081.83	-1,081.83	3,081.83	-54.09
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	2,000.00	-1,081.83	-1,081.83	3,081.83	-54.09
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	8,000.00	0.00	0.00	8,000.00	0.00
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	8,000.00	0.00	0.00	8,000.00	0.00
404	Park Capital Projects	-6,000.00	-1,081.83	-1,081.83	-4,918.17	18.03

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment					
	Revenue					
	Miscellaneous Revenue	0.00	-190.12	-190.12	190.12	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	-190.12	-190.12	190.12	0.00
405	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
	Rosehill Tax Increment	0.00	-190.12	-190.12	190.12	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	500.00	-543.47	-543.47	1,043.47	-108.69
	Other Financing Sources	<u>38,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,000.00</u>	<u>0.00</u>
	Revenue	38,500.00	-543.47	-543.47	39,043.47	-1.41
	Expense					
	Other Services and Charges	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	10,000.00	0.00	0.00	10,000.00	0.00
414	Development	28,500.00	-543.47	-543.47	29,043.47	-1.91

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
415	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	267,814.00	4,167.61	4,167.61	263,646.39	1.56
	Miscellaneous Revenue	7,000.00	-3,792.49	-3,792.49	10,792.49	-54.18
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	274,814.00	375.12	375.12	274,438.88	0.14
	Expense					
	Personal Services	65,837.00	-1,374.19	-1,374.19	67,211.19	-2.09
	Supplies	1,300.00	-34.35	-34.35	1,334.35	-2.64
	Other Services and Charges	191,231.00	23,658.76	23,658.76	167,572.24	12.37
	Capital Outlay	0.00	-20,056.00	-20,056.00	20,056.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	258,368.00	2,194.22	2,194.22	256,173.78	0.85
602	Sanitary Sewer	16,446.00	-1,819.10	-1,819.10	18,265.10	-11.06

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 3/3/2017 1:26:43 PM
 Period 01 - 01
 Fiscal Year 2017



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	84,000.00	13,078.22	13,078.22	70,921.78	15.57
	Miscellaneous Revenue	1,500.00	-1,299.05	-1,299.05	2,799.05	-86.60
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	85,500.00	11,779.17	11,779.17	73,720.83	13.78
	Expense					
	Personal Services	56,496.00	-1,418.68	-1,418.68	57,914.68	-2.51
	Supplies	700.00	-34.35	-34.35	734.35	-4.91
	Other Services and Charges	16,150.00	16.15	16.15	16,133.85	0.10
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	73,346.00	-1,436.88	-1,436.88	74,782.88	-1.96
603	Storm Water	12,154.00	13,216.05	13,216.05	-1,062.05	108.74

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 3/3/2017 1:26:43 PM
 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
999	Fund					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Personal Services	0.00	-14,077.88	-14,077.88	14,077.88	0.00
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	-33,123.94	-33,123.94	33,123.94	0.00
	Expense	0.00	-47,201.82	-47,201.82	47,201.82	0.00
999	Fund	0.00	47,201.82	47,201.82	-47,201.82	0.00

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 3/3/2017 1:26:43 PM
 Period 01 - 01
 Fiscal Year 2017

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		1,804,213.00	14,690.96	14,690.96	1,789,522.04	0.0081
Expense Total		1,798,292.00	40,814.14	40,814.14	1,757,477.86	0.0227
Grand Total		5,921.00	-26,123.18	-26,123.18	32,044.18	-4.412

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____ <u>X</u> _____	MEETING DATE <u>March 14, 2017</u>
Special _____	ITEM NUMBER <u>2017 Garbage Hauler Licenses</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action _____	
Resolution _____	
Work session _____	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

2/1/17-1/31/18 Garbage Hauler Licenses

The following garbage companies have completed the application process:

<u>Company</u>	<u>Residential Trucks)</u>	<u>Commercial Trucks</u>
Waste Management	2	5
Advanced Disposal Services	2	1
Republic Services (Allied Waste)	2	3
Aspen Waste	0	2
Walter's	1	1

OPTIONS:

- 1) Approve as consent item.
- 2) Do not approve as consent item.

STAFF RECOMMENDATION:

By approving the consent agenda, the council is approving the 2017 garbage hauler licenses.

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date March 14, 2017

ITEM NUMBER Street Sweeping Quotes

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff received a quote from Mike McPhillips, Inc. Similar to last year, staff did not solicit additional quotes as Mike McPhillips has been the only company that consistently meets the City's expectations in terms of quality of sweep and attention to detail. Staff will solicit additional quotes if the Council would like. The City also enters into service agreements with contractors; which is included with the motion.

OPTIONS:

Approval of Mike McPhillips, Inc. completing the annual street sweepings or direct staff to get additional quotes.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves contracting with Mike McPhillips, Inc. to perform the 2017 spring and fall street sweeping at a cost not to exceed \$7,500 and direct staff to enter into a service agreement with them.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

February 16, 2017

The City of Lauderdale is requesting a quote for the following work:

- In the spring, sweep all city streets, alleys, and city-owned parking lots.
- In the fall, sweep all city streets, alleys, city-owned parking lots, and two county roads: Eustis Street from Roselawn Avenue to Larpenteur Avenue and Roselawn Avenue from the TH280 sound wall to Fulham Street.
- This is approximately 5.5 miles of streets.
- Timing of the sweeps will be coordinated by the Public Works Coordinator. The fall sweeping is expected to occur after the vast majority of the leaves have fallen.

PROCEDURE

1. First day of sweeping must be a Tuesday, Wednesday, or Thursday. No street sweeping shall be done on Mondays (city-wide garbage and recycling collection day).
2. Day 1: sweep streets curb to curb and all paved surfaces of the alleys/parking lots.
3. Day 2: clean up remaining areas not swept.
4. All sweepings must be hauled away at contractor's expense.

CITY TO PROVIDE

1. Posting of "no parking" street signs.
2. Street map of Lauderdale.
3. Daily supervision of areas to be swept.
4. Space to park sweeper overnight at city garage.

CONTRACTOR TO PROVIDE

1. Hydrants for water are available. Contractor must make arrangement with St. Paul Regional Water to purchase the water (they own the local water utility).
2. Affidavit of insurance – prior to start date.
3. Agree to the terms of the City's Service Agreement.
4. *NEW: Estimate of yards of material hauled away.*

Please return the quote by Wednesday, March 1, 2017. The City reserves the right to accept or reject quotes for any reason.

Company Name Mike McPhillips, Inc. Company Contact Michael Edge

Address 825 Concord Street North

City South St. Paul State MN Zip 55075

Phone 651-451-4030 Fax 651-451-4015 Email mike@mcphillipsinc.com

Type of Sweeper and Dump Trucks Used Elgin Pelican sweepers, International & Peterbilt

Dump Trucks

Total not to exceed (including labor): \$ 7,500.00 total sum

Cost per additional sweeping, if requested by the City (Hourly rate): \$ 87.00

Signature: Michael Edge Date: 2/24/2017

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.

Contract between the City of Lauderdale and Mike McPhillips, Inc.

This contract (the "Agreement") is made and entered into this 14th day of March, 2017, between the City of Lauderdale, Minnesota (the "City"), and Mike McPhillips, Inc., (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services:
 - In the spring, sweep all city streets, alleys, and city-owned parking lots.
 - In the fall, sweep all city streets, alleys, city-owned parking lots, and two county roads: Eustis Street from Roselawn Avenue to Larpenteur Avenue and Roselawn Avenue from the TH280 sound wall to Fulham Street.
 - This is approximately 5.5 miles of streets.
 - The timing of the sweepings will be coordinated with the City's Public Works Coordinator. The fall sweeping is expected to occur after the vast majority of the leaves have fallen.
 - All sweepings must be hauled away by the contractor at contractor's expense.
 - The first day of work must be a Tuesday, Wednesday, or Thursday. No street sweeping may be done on Monday.
2. Compensation. The City agrees to pay the Contractor an amount not to exceed the quoted price of \$7,500.00. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.
3. Term. This agreement is applicable for spring and fall street sweepings in 2017.
4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.
5. Insurance Requirements.
 - A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
 - B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit. The City shall be named as an additional insured.

- C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

6. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

7. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- E. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- F. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. No Waiver by City. By entering into this agreement, the City does not waive its entitlement to any immunity under statute or common law.
- H. Termination. Either party may terminate this agreement at any time for any reason. If the contract is terminated early, the City will pay a pro rated fee for services performed to date.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Lauderdale, Minnesota

By: _____
Mary Gaasch, Mayor

Contractor

And: _____
Heather Butkowski,
City Administrator

Michael Edge, Mike McPhillips, Inc.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date March 14, 2017

ITEM NUMBER Fund Balance Res.

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The 2016 audit has been completed. The City has "excess" funds in the general fund at year end relative to the 2017 operating budget. This is typical; the City generally spends a little less and earns a little more than what is budgeted. Historically, the City Council has transferred this money to capital improvement funds. This has been the primary method the City Council has used to save for future capital projects and purchases. The following resolution would transfer \$49,655 to Fund 401, the General Capital Improvement Fund. Fund 401 supports planned capital purchases such as truck and mower replacements.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 031417A - A Resolution Depositing the Excess Unreserved Fund Balance in Capital Improvement Funds.

RESOLUTION NO. 031417A

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

**A RESOLUTION DEPOSITING THE EXCESS UNRESERVED FUND
BALANCE IN CAPITAL IMPROVEMENT FUNDS**

WHEREAS, the city auditor, has completed the 2016 audit; and

WHEREAS, due to various cost savings, the City has \$49,655 in excess of the 60% of the next year's operating budget already being retained in the General Fund; and

WHEREAS, the City Council historically transferred funds in excess of 60% of the next year's operating budget to capital improvement funds.

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Lauderdale, that \$49,655 of the excess unreserved fund balance at the end of 2016 be deposited into the General Capital Improvement Fund (Fund 401).

ADOPTED by the City Council of Lauderdale this 14th day of March, 2017.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 14, 2017

ITEM NUMBER RPF Planning Consultant

STAFF INITIAL _____



APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City received five proposals for planning services to help write our Comprehensive Plan. Staff is reviewing them and will narrow down the list to two or three candidates. Staff is looking for one to two council members to assist with the in-person interviews, ideally some time next week. Once a time and date is set, staff will arrange the interviews with the selected applicants.

OPTIONS:

STAFF RECOMMENDATION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 14, 2017
ITEM NUMBER Carpet Installation
STAFF INITIAL JB
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In January, staff updated the Council about the hiccups in the carpet installation project. Since then staff spoke with an asbestos abatement company to devise a plan for getting the carpets replaced that addresses the concerns raised by the Council.

The asbestos abatement consultant suggested moving ahead with the original plan to have the carpets replaced over the existing asbestos tile. They can provide before and after air quality testing along with air filtration while the work is being done. This would move any asbestos fibers out of the building in addition to the dust that will come with removing the old carpet.

Following are two quotes. The first is Premium Carpet Installations' estimate for the carpet laying which totals \$5,500. Staff has been doing prep work and the City will be disposing of the old material in our dumpster, all of which will reduce the final bill. The second is for the air testing and filtration totaling \$1,400.

Also attached are the contractor agreements for the work being performed.

OPTIONS:

STAFF RECOMMENDATION:

Motion to hire and enter into Independent Contractors Agreements with Premium Carpet Installations and Red Pine Industries to complete the carpet installation project as presented.

Red Pine Industries, Inc.

350 County Road D East
St. Paul MN 55117

March 2, 2017

Mr. Jim Bownik
City of Lauderdale
1891 Walnut Street
Lauderdale MN 55113

Subject: HEPA Air Filtration
Re: Carpeting Removal

Dear Mr. Bownik

We propose to perform the following work for the removal of carpeting from the city hall:

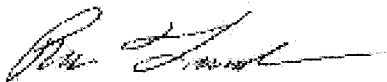
Installation of HEPA filtered air filtration devices during the removal of carpeting by others \$680.00

Pre-and post-carpeting removal PCM asbestos air testing \$720.00

Our price includes all labor, materials, insurance, disposal, and permits required by State and Federal regulations.

Our price is valid for 60 days past bid date.

Sincerely



Ron Trudeau
President

Acceptance: _____ Date: _____

Contract between the City of Lauderdale and Red Pine Industries

This contract (the "Agreement") is made and entered into this 14th day of March, 2017, between the City of Lauderdale, Minnesota (the "City"), and Red Pine Industries, (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services: installation of HEPA filtered air filtration devices during the removal of carpeting by others and pre- and post-carpeting removal PCM asbestos air testing.
2. Compensation. The City agrees to pay the Contractor a price not to exceed \$1,400.00. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.
3. Term. The installation shall be performed before May 31, 2017.
4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.
5. Insurance Requirements.
 - A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
 - B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit. The City shall be named as an additional insured.
 - C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
 - D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.
6. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and

expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

7. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- E. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- F. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. No Waiver by City. By entering into this agreement, the City does not waive its entitlement to any immunity under statute or common law.
- H. Termination. Either party may terminate this agreement at any time for any reason. If the contract is terminated early, the City will pay a pro rated fee for services performed to date.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Lauderdale, Minnesota

By: _____
Its Mayor

And: _____
Its Clerk

Red Pine Industries, Inc.

By: _____
Contractor

Premium Carpet Installations Inc.

1740 Terrace Drive
Roseville, MN 55113

Estimate

DATE	ESTIMATE NO.
1/4/2017	4194

NAME / ADDRESS
CITY OF LAUDERDALE 1891 WALNUT STREET LAUDERDALE, MN 55113

PROJECT

DESCRIPTION	QTY	COST	TOTAL
LAUDERDALE CITY HALL REGULAR WORKING HOURS LABOR LISTED TAKE UP & DISPOSE 210 SQ YDS ENHANCER-BACK BROADLOOM INSTALL 210 SQ YDS MILLIKEN CARPET TILES 440 LIN FT VINYL BASE INSTALL ONLY 440 LIN FT DEMO VINYL BASE 24 LIN FT TRANSITIONS INSTALL ONLY 8 FEET STAIR NOSE INSTALL ONLY 6 HOURS ESTIMATED FLOOR PREP REMOVE & REPLACE FURNITURE FLOOR PREP IS ESTIMATED THIS BID INCLUDES 6 HOURS FLOOR PREP PREP COULD BE MORE AFTER DEMO IS COMPLETE	1	5,500.00	5,500.00
TOTAL			\$5,500.00

Contract between the City of Lauderdale and Premium Carpet Installations Inc.

This contract (the "Agreement") is made and entered into this 14th day of March, 2017, between the City of Lauderdale, Minnesota (the "City"), and Premium Carpet Installations Inc., (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services: carpet removal, floor preparation, furniture moving and carpet installation in the council chambers, back entry, hallway, two small offices, two closets and main office at Lauderdale City Hall.
2. Compensation. The City agrees to pay the Contractor a price not to exceed \$5,500.00. The final price will reflect the cost saving measures discussed such as disposing of the carpeting in the City's dumpster and Lauderdale staff performing preparatory work. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.
3. Term. The installation shall be performed before May 31, 2017.
4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.
5. Insurance Requirements.
 - A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
 - B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000, combined single limit. The City shall be named as an additional insured.
 - C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
 - D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

6. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

7. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- E. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- F. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. No Waiver by City. By entering into this agreement, the City does not waive its entitlement to any immunity under statute or common law.
- H. Termination. Either party may terminate this agreement at any time for any reason. If the contract is terminated early, the City will pay a pro rated fee for services performed to date.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Lauderdale, Minnesota

By: _____
Its Mayor

And: _____
Its Clerk

Premium Carpet Installations Inc.

By: _____
Contractor

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 14, 2017

ITEM NUMBER Music Licensing

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Currently, the City has music at Day in the Park and some Farmers Market events. However, the City does not have a licensing agreement with any of the three primary music licensing companies: ASCAP, SESAC, or BMI; thus, copyrighted music cannot be played. It is difficult to find musicians willing to play at our events because avoiding copyrighted music takes knowledge and extra prep time. Above all, it means that the music isn't a big draw to the events as the musicians can't play the covers people want to hear.

If the Council would be interested in expanding the music options at city events, the City would have to secure license agreements with the three main music licensing companies. These companies offer special programs and pricing for units of government.

The costs by company are:

ASCAP \$336
SESAC \$397
BMI \$342

The total cost for licenses with all three companies is \$1,075.

As significant time has been spent over the past year trying to revamp and re-energize city events, it seems fitting to get the licenses for this year and see if they have an impact.

OPTIONS:

Discuss and provide direction to staff and event organizers.

STAFF RECOMMENDATION:

Motion directing staff to securing licensing agreements with the music licensing companies noted above.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 14, 2017
 ITEM NUMBER 2017 Farmers Markets
 STAFF INITIAL Jim
 APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Susie Zahratka started the Farmers Markets a couple of years ago with the blessing of the City Council. It has always been run as a city event but has never received any funding. I think everyone would like to see the Farmers Market expand so that more residents, vendors and food trucks will be willing to participate.

To draw more people in, Susie would like to have music or other entertainment at Farmers Market events. In the past, she has found people willing to play for free but obviously that pool of people is very small. Susie is asking the Council to consider a budget for the event.

This year's overall budget for community events is \$3,000. This is how events are typically funded. Halloween and the Fun Run draw in monetary and in-kind donations that off-set some costs.

\$0 Garage Sale
 \$0 Farmers Markets
 \$1,500 Day in the Park
 \$500 Fun Run
 \$800 Halloween
\$2,800 Total

Susie is planning four Farmers Market events this year (June-September). In previous years there was an October event but attendance by residents and vendors was generally poor and the weather unpredictable.

Staff recommend appropriating \$800-\$1,000 for the Farmer's Market to bring in entertainment to help grow the event. Similar in logic to the reason to invest in music licenses, significant time has been spent over the past year trying to revamp and re-energize city events, it seems fitting to spend a little money on the Farmers Market to see if it has an impact.

OPTIONS:

Discuss and provide direction to staff and event organizers.

STAFF RECOMMENDATION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 14, 2017

ITEM NUMBER Litigation

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The council meeting includes a closed session to discuss the pending litigation and the settlement offer proposed by Rocket Outdoor Advertising, LLC. Assistant City Attorney David Anderson from Kennedy and Graven will be in attendance as will Paul Reuvers of Iver-son, Reuvers, and Condon.

Attached is a copy of the posting for this closed session. There should be a vote prior to entering the closed session with a motion to the effect of:

Motion to go into closed session, as authorized under the attorney-client privilege pursuant to Minnesota Statutes Section 13D.05, subdivision 3(b), to discuss with our counsel the pending litigation of *Rocket Outdoor Advertising, LLC against the City of Lauderdale*, which has been filed in in United States District Court for the District of Minnesota.

STAFF RECOMMENDATION:

**CITY OF LAUDERDALE
LAUDERDALE, MINNESOTA**

NOTICE OF SPECIAL CITY COUNCIL MEETING

**Tuesday, March 14, 2017
7:30 p.m.**

NOTICE IS HEREBY GIVEN that the City Council will hold a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.05, subdivision 3 on Tuesday, March 14, 2017, commencing at the conclusion of the 7:30 p.m. Regular City Council meeting at 1891 Walnut Street, Lauderdale, Minnesota for the following purpose:

1. To discuss with counsel the pending litigation of *Rocket Outdoor Advertising, LLC against the City of Lauderdale*, which has been filed in in United States District Court for the District of Minnesota.

Heather Butkowski, City Administrator

DATED: March 7, 2017.