

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:00 P.M. WEDNESDAY, AUGUST 14, 2024
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 TO ORDER THE LAUDERDALE CITY COUNCIL MEETING**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the July 23, 2024 City Council Meeting
 - c. Claims Totaling \$150,434.37
4. **CONSENT**
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.

 - a. Abatement of Rank Growth
8. **DISCUSSION / ACTION ITEM**
 - a. Resolution No. 081424A Fair Housing Month Proclamation
 - b. One-Year Extension to Agreement with the City of St. Anthony for Policing Services
 - c. Municipal Cannabis Financial Analysis Proposal from Point Seven Group
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. July Financial Report
 - b. 2025 Budget and Levy
 - c. Draft Storm Water Ordinances
12. **WORK SESSION**
 - a. Community Development Updates

b. 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 three (3) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

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

13. **ADJOURNMENT**

To provide public comments, join us via Zoom.

You are invited to a Zoom webinar.

When: Aug 14, 2024 07:00 PM Central Time (US and Canada)

Topic: August 14, 2024 Lauderdale City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85084091668?pwd=S7dj6PoOKpDSTVwzTTn21yNT3pFkfh.1>

Passcode: 208560

Or One tap mobile :

+13092053325,,85084091668#,,, *208560# US

+13126266799,,85084091668#,,, *208560# US (Chicago)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

Webinar ID: 850 8409 1668

Passcode: 208560

International numbers available: <https://us02web.zoom.us/j/85084091668?pwd=S7dj6PoOKpDSTVwzTTn21yNT3pFkfh.1>

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

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July 23, 2024

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:03 p.m.

Roll Call

Councilors present: Evan Sayre, Sharon Kelly, Duane Pulford, and Mayor Mary Gaasch.
Councilors absent: Jeff Dains.

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

Approvals

Mayor Gaasch asked if there were any additions to the meeting agenda. There being none, Councilor Kelly moved and seconded by Councilor Pulford to approve the agenda. Motion carried unanimously.

Mayor Gaasch asked if there were corrections to the minutes of the July 9, 2024 City Council meeting. There being none, Councilor Sayre moved and seconded by Councilor Pulford to approve the July 9, 2024 City Council meeting minutes. Motion carried unanimously.

Mayor Gaasch asked if there were corrections to the minutes of the July 15, 2024 Work Session. There being none, Councilor Pulford moved and seconded by Councilor Kelly to approve the July 15, 2024 Work Session minutes. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Kelly moved and seconded by Councilor Sayre to approve the claims totaling \$153,663.57. Motion carried unanimously.

Consent

Councilor Pulford moved and seconded by Councilor Kelly to approve the Consent Agenda thereby approving the Fourth Amendment to the Joint Cooperation Agreement with Ramsey County for Pooling of the Community Development Block Grant Funds and Resolution No. 072324A Appointing a Responsible Authority and Assigning Duties (Data Practices) and acknowledging the June financial report and the second quarter investment report.

Discussion/Action Item

A. Resolution No. 072324B Approving of Letter of Concurrence for Watershed District Boundary Change/Adjustment

Rice Creek Watershed District (RCWD) is one of three watershed organizations within Lauderdale's city limits. RCWD did hydrological modeling to determine where, within their district, water actually flows. Based on RCWD information, they want to move parcels in and out of their district to better align with

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

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hydrological reality. The packet included maps and address lists showing which Lauderdale properties will move into the Mississippi Watershed Management Organization (MWMO) or Capitol Region Watershed District (CRWD). No Lauderdale properties will move into RCWD territory.

Overall, Butkowski said that this is a positive step. We have a good working relationship with RCWD, but regularly work more closely with CRWD, and have standing membership on the MWMO board. In an ideal world, Lauderdale would be in one watershed district. As that is not a possible outcome, these changes are for the better.

Councilor Kelly made a motion to adopt Resolution No. 072324B—Approval of Letter of Concurrence for Watershed District Boundary Change/Adjustment. This was seconded by Councilor Sayre and carried unanimously.

B. Contract to Repair Walnut Street Storm Sewer Pipe

Butkowski explained that the City has an easement for its storm sewer pipe that runs through 1769 Walnut Street. The adjacent property owner recently notified staff that the pipe collapsed and separated from the storm sewer manhole that it ties into. It is the City's responsibility to repair this.

Staff worked with the city engineer to put together a simple spec that was put out for quotes to at least four contractors. Two responded. The pricing was very similar, but Valley-Rich Co. Inc. was slightly cheaper at \$14,800 versus \$15,152. The City has contracted with Valley Rich Co. Inc. in the past, and we anticipate the work will be completed in the next month. Staff prepared our standard independent contractor's agreement. To move ahead, the Council would need to approve this with a motion.

Councilor Sayre made a motion to approve a Contract between the City of Lauderdale and Valley Rich Co. Inc. as presented. This was seconded by Councilor Pulford and carried unanimously.

C. 2025 Budget and Levy

Butkowski presented a rough first draft of the 2025 budget which includes many of the known costs for next year including staffing costs. St. Anthony sent over a preliminary policing cost of \$1,052,453 or 7% over last year. Fire service costs would rise at a rate of 2.5%. The budget includes funds to join the Minnesota Association of Small Cities. As you would expect, costs are up across the board. Staff budgeted for the additional investment interest anticipated but LGA is only going up \$205. A 10.7% levy increase is needed to balance the budget. The Council saved a third of the public safety funds provided by the legislature for 2024. Without that, the levy increase would be approximately 13.5%.

Staff will continue to update the budget as information comes in. Nothing can be finalized until the City receives the fiscal disparities revenue number and the taxable market values, which is

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Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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anticipated in late August.

Set Agenda for Next Meeting

Butkowski stated that the August 13 council meeting might include the 2025 budget and levy, a one-year extension agreement with the City of St. Anthony for policing services, and a draft of storm water ordinances.

Work Session

A. Community Development Update

Butkowski reiterated that council members should finish their comments on the Uses chapter of the new zoning ordinance and remit to the planning consultant. Councilor Pulford mentioned that NineNorth met and that he is sitting on a couple of League of Minnesota Cities policy committees. The Council also discussed funding that Lauderdale will receive from the small cities' transportation funding pool.

B. Opportunity for the Public to Address the City Council

Mayor Gaasch opened the floor to those in attendance interested in addressing the Council. There being nobody interested in speaking, Mayor Gaasch closed the floor.

Adjournment

Councilor Kelly moved and seconded by Councilor Sayre to adjourn the meeting at 7:45 p.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline
Deputy City Clerk



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: August 14, 2024
Subject: List of Claims

The claims totaling \$150,434.37 are provided for City Council review and approval that includes check numbers 29018 to 29048.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
 Printed: 8/13/2024 1:36 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	08/02/2024	
		PR Batch 51600.08.2024 PERA Coordinated	PR Batch 51600.08.2024 PER	1,105.03
		PR Batch 51600.08.2024 PERA Coordinated	PR Batch 51600.08.2024 PER	1,275.05
Total for this ACH Check for Vendor 43:				2,380.08
ACH	44	Minnesota Department of Revenue	08/02/2024	
		PR Batch 51600.08.2024 State Income Tax	PR Batch 51600.08.2024 Statu	748.29
Total for this ACH Check for Vendor 44:				748.29
ACH	45	ICMA Retirement Corporation	08/02/2024	
		PR Batch 51600.08.2024 Deferred Comp	PR Batch 51600.08.2024 Deft	1,691.64
		PR Batch 51600.08.2024 Deferred Comp	PR Batch 51600.08.2024 Deft	1,152.08
Total for this ACH Check for Vendor 45:				2,843.72
ACH	46	Internal Revenue Service	08/02/2024	
		PR Batch 51600.08.2024 Medicare Employer Po	PR Batch 51600.08.2024 Mec	265.80
		PR Batch 51600.08.2024 Federal Income Tax	PR Batch 51600.08.2024 Fedt	1,925.56
		PR Batch 51600.08.2024 FICA Employee Portio	PR Batch 51600.08.2024 FIC.	1,136.51
		PR Batch 51600.08.2024 Medicare Employee Pc	PR Batch 51600.08.2024 Mec	265.80
		PR Batch 51600.08.2024 FICA Employer Portio	PR Batch 51600.08.2024 FIC.	1,136.51
Total for this ACH Check for Vendor 46:				4,730.18
ACH	47	Public Employees Insurance Program	08/02/2024	
		PR Batch 51600.08.2024 Dental	PR Batch 51600.08.2024 Den	85.20
		PR Batch 51600.08.2024 Health Insurance	PR Batch 51600.08.2024 Hea	2,732.58
Total for this ACH Check for Vendor 47:				2,817.78
Total for 8/2/2024:				13,520.05
29018	429 082024	Murat Altun I&I Grant - 1963 Carl Street Sewer Line Replace	08/14/2024	250.00
Total for Check Number 29018:				250.00
29019	383 S1 474681080124	Aspen Waste Systems of Minnesota Inc August Refuse Service	08/14/2024	443.51
Total for Check Number 29019:				443.51
29020	192 209141216	Comcast Holdings Corporation July Internet	08/14/2024	413.00
Total for Check Number 29020:				413.00
29021	82	Home Depot	08/14/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	082024	Wasp Spray		6.97
	082024	DIP Slide Tarp		170.08
Total for Check Number 29021:				177.05
29022	24 0001175746	Metropolitan Council Environmental Serv September Waste Water	08/14/2024	14,146.65
Total for Check Number 29022:				14,146.65
29023	84	North Star Bank Cardmember Services	08/14/2024	
	082024	Costco - Speaker for DIP		163.53
	082024	Mi-Sant - Food for Legislative Work Session		103.58
	082024	Jump City - DIP Bounce House		481.74
	082024	DIP Ice Cream		44.34
	082024	USPS - Certified Letters		37.99
	082024	July Costco Fuel		196.50
	082024	Fastsigns - Installation of Truck Decals		50.00
	082024	Fastsigns - DIP Banner		388.86
	082024	Costco - General Supplies		107.90
	082024	July Costco Fuel		42.11
	082024	Costco - DIP Supplies		186.61
	082024	Amazon - DIP Supplies		42.24
	082024	July Costco Fuel		42.11
Total for Check Number 29023:				1,887.51
29024	388 PS-INV105098	PeopleService Inc August Wastewater	08/14/2024	630.00
Total for Check Number 29024:				630.00
29025	431	SavATree	08/14/2024	
	14786889	1815 Lake Street Ash Tree Removal		2,331.00
	14786891	1815 Lake Street Ash Tree Stump Grinding		360.00
Total for Check Number 29025:				2,691.00
29026	305	SBRK Finance Holdings Inc	08/14/2024	
	INV-017859	2025 Annual Maintenance		1,187.86
	INV-017859	2025 Annual Maintenance		5,543.32
	INV-017859	2025 Annual Maintenance		1,187.85
Total for Check Number 29026:				7,919.03
29027	26	Stantec Consulting Services Inc	08/14/2024	
	2257553	1769 Walnut Repair		1,594.50
	2257553	GIS Updates		375.50
	2257553	Sanitary Sewer Manhole Inspection		1,740.50
	2257553	EPA Response		3,635.50
	2257553	Eustis Street Meetings		196.00
Total for Check Number 29027:				7,542.00
29028	4	The Neighborhood Recycling Company Inc	08/14/2024	
	SI011499	July Single Unit Dwelling		4,132.23
	SI011499	July Multi-Family Recycling		601.19
Total for Check Number 29028:				4,733.42
29029	3 533919072	US National Equipment Finance Inc August Copier Lease	08/14/2024	155.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 29029:	155.00
29030	425 6290274748 6290274748	Vestis July Uniforms July Uniforms	08/14/2024	22.76 22.77
			Total for Check Number 29030:	45.53
29031	29 4480	City of St Anthony July Police Services	08/14/2024	81,980.42
			Total for Check Number 29031:	81,980.42
29032	311 313369	CivicPlus LLC City Website Maintenance Fee	08/14/2024	3,432.19
			Total for Check Number 29032:	3,432.19
29033	192 211657375	Comcast Holdings Corporation August Internet	08/14/2024	413.00
			Total for Check Number 29033:	413.00
29034	25 EMCOM-011834 EMCOM-011849 EMCOM-011865	County of Ramsey July Fleet Support July CAD Services July 911 Dispatch Services	08/14/2024	6.24 74.58 485.08
			Total for Check Number 29034:	565.90
29035	19 89539 98657	Ehlers and Associates Inc Arbitrage Report Mill and Overlay Bond Runs	08/14/2024	2,500.00 295.00
			Total for Check Number 29035:	2,795.00
29036	61 4070536	Gopher State One Call July Locate Tickets	08/14/2024	24.30
			Total for Check Number 29036:	24.30
29037	164 4266758	Imperial Dade Toilet Tissue	08/14/2024	212.62
			Total for Check Number 29037:	212.62
29038	31 182775	Kennedy & Graven Chartered June Legal Services	08/14/2024	982.50
			Total for Check Number 29038:	982.50
29039	387 2114 2114 2114	Metro-INET August IT/Phone August IT/Phone August IT/Phone	08/14/2024	1,641.02 275.97 547.01
			Total for Check Number 29039:	2,464.00
29040	12 2024-114 2024-114 2024-114	NineNorth July Virtual Meeting Charge July Virtual Meeting Production July Webstreaming & Archiving	08/14/2024	103.75 376.20 266.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 29040:	746.85
29041	11 2024-556	North Suburban Communications Commiss 2Q24 Contribution	08/14/2024	932.16
			Total for Check Number 29041:	932.16
29042	10 0001757661	On Site Sanitation Inc 08/03/2024-08/30/2024 Park Portable Restroom	08/14/2024	320.00
			Total for Check Number 29042:	320.00
29043	5 619861-07-24	Premium Waters Inc July Water Bottles	08/14/2024	23.76
			Total for Check Number 29043:	23.76
29044	135 0724572525	St Paul Pioneer Press Publish TIF Report	08/14/2024	240.24
			Total for Check Number 29044:	240.24
29045	81 082024 082024 082024	St Paul Regional Water Service 1891 Walnut St 1915 Walnut St 1885 Fulham St	08/14/2024	105.12 33.07 65.59
			Total for Check Number 29045:	203.78
29046	90 9970381415 9970381415 9970381415	Verizon Wireless July Cell Phone July Cell Phone July Cell Phone	08/14/2024	40.93 40.92 81.85
			Total for Check Number 29046:	163.70
29047	425 6290272648 6290272648 6290276956 6290276956 6290279190 6290279190	Vestis July Uniforms July Uniforms August Uniforms August Uniforms August Uniforms August Uniforms	08/14/2024	22.76 22.77 22.76 22.77 22.77 22.76
			Total for Check Number 29047:	136.59
29048	74 888000268 888027659 888534789 888871028 888871028 888871028 888871028	Xcel Energy Larpenteur Bridge Lights 2430 Larpenteur Avenue W Larpenteur Avenue 1917 Walnut Street 1885 Fulham Street 1885 Fulham Street 1917 Walnut Street	08/14/2024	50.73 10.17 50.58 48.36 24.18 40.11 19.48
			Total for Check Number 29048:	243.61
			Total for 8/14/2024:	136,914.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
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Report Total (36 checks):

150,434.37

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date August 14, 2024

ITEM NUMBER Rank Growth Abatement

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff regularly send out notices to residents when their yards achieve rank growth status. The reminder from staff usually solves the problem. There is one property—1816 Carl Street—that hasn't followed through with necessary yard work after receiving multiple letters.

Prior to voting on abatement, the City Council must hold a hearing on the matter should the party responsible for the property wish to address the City Council. Staff indicate the cost to abatement the nuisance is \$125.00 per hour for labor and equipment.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 081424A—A Resolution Abating Rank Growth at 1816 Carl Street.

RESOLUTION NO. 081424A

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

A RESOLUTION ABATING RANK GROWTH AT 1816 CARL STREET

WHEREAS, Lauderdale City Code Title 4, Chapter 6 call for the abatement of rank growth; and

WHEREAS, the City mailed first notice of the rank growth to the owner via the US Postal Service on July 9, 2024; and

WHEREAS, the rank growth was not removed by the July 23, 2024 deadline provided in the first letter; and

WHEREAS, the City mailed second notice of the rank growth and notice of public hearing regarding the abatement to be considered by the City Council via the US Postal Service to the owner on July 25, 2024; and

WHEREAS, the City mailed an updated notice of the city council meeting date via the US Postal Service to the owner on August 2, 2024; and

WHEREAS, the rank growth remains on the property and requires removal.

NOW, THEREFORE BE IT RESOLVED that the Lauderdale City Council finds it in the public interest and consistent with City Code to have the rank growth abated.

BE IT FURTHER RESOLVED that the City Council directs staff to remove the rank growth via staff or by contract and bill the owner of the property for the service. The estimated removal cost is \$125.00 per hour. Any unpaid charges for the service will be assessed the property.

ADOPTED this 14th day of August, 2024 by the Lauderdale City Council.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator



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

July 25, 2024

Kyle Hughes
1816 Carl Street
Lauderdale, MN 55113

Dear Mr. Hughes,

On July 9, a letter was sent to the address on file with Ramsey County regarding the rank growth on the property at 1816 Carl Street. This Letter of Non-Compliance fulfills the requirements of Title 4, Chapter 6 of City Code regarding Weeds.

The violation on the property includes the following:

- Rank vegetation: weeds, grass, and plants, other than trees, bushes, flowers, and other ornamental plants, growing to a height exceeding 8 inches; and

If violations are not removed from the property by August 8, 2024 the City Council will approve a Destruction Order directing staff to remove the violations at their August 13, 2024 city council meeting. At that time, the City Council will authorize for the continued abatement each time the vegetation violates City Code.

You have the right to appeal the determination of the violations. Appeals must be received in writing by the City Administrator no later than seven days from the date of this letter.

The property owner is liable for all costs of removal, cutting, or destruction of weeds, grasses, and rank vegetation. As the property owner, you will be billed for the cost of the service plus an administrative fee. The cost is \$125 per hour for labor and equipment. Unpaid abatement charges are assessed to the property. Please contact me with questions.

Sincerely,

Heather Butkowski
City Administrator



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

August 2, 2024

Updated Date of City Council Meeting

Kyle Hughes
1816 Carl Street
Lauderdale, MN 55113

Dear Mr. Hughes,

On July 9, a letter was sent to the address on file with Ramsey County regarding the rank growth on the property at 1816 Carl Street. This Letter of Non-Compliance fulfills the requirements of Title 4, Chapter 6 of City Code regarding Weeds.

The violation on the property includes the following:

- Rank vegetation: weeds, grass, and plants, other than trees, bushes, flowers, and other ornamental plants, growing to a height exceeding 8 inches; and

If violations are not removed from the property by August 8, 2024 the City Council will approve a Destruction Order directing staff to remove the violations at **their August 14, 2024 city council meeting**. At that time, the City Council will authorize for the continued abatement each time the vegetation violates City Code.

You have the right to appeal the determination of the violations. Appeals must be received in writing by the City Administrator no later than seven days from the date of this letter.

The property owner is liable for all costs of removal, cutting, or destruction of weeds, grasses, and rank vegetation. As the property owner, you will be billed for the cost of the service plus an administrative fee. The cost is \$125 per hour for labor and equipment. Unpaid abatement charges are assessed to the property. Please contact me with questions.

Sincerely,

Heather Butkowski
City Administrator

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date August 14, 2024

ITEM NUMBER Fair Housing Resolution

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Previously, the Council discussed adopting the fair housing proclamation mailed to Council Members by the St. Paul Area Realtors Association. Staff prepared the proclamation in our usual resolution format for Council consideration.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 081424A—Fair Housing Month Proclamation.

RESOLUTION NO. 081424A

CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

FAIR HOUSING MONTH PROCLAMATION

WHEREAS, the Fair Housing Act, enacted on April 11, 1968, enshrined into federal law the goal of eliminating racial segregation and ending housing discrimination in the United States; and

WHEREAS, the Fair Housing Act prohibits discrimination in housing based on race, color, religion, sex, familial status, national origin, and disability, and commits recipients of federal funding to affirmatively further fair housing in their communities; and

WHEREAS, Lauderdale is committed to the mission and intent of Congress to provide fair and equal housing opportunities for all; and

WHEREAS, our social fabric, the economy, health, and environment are strengthened in diverse, inclusive communities; and

WHEREAS, more than fifty years after the passage of the Fair Housing Act, discrimination persists, and many communities remain segregated; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are repugnant to a common sense of decency and fairness.

NOW THEREFORE BE IT RESOLVED, that the City Council of Lauderdale does hereby declare the month of August 2024 as Fair Housing Month. Lauderdale is an inclusive community committed to fair housing, and to promoting appropriate activities by private and public entities to provide and advocate for equal housing opportunities for all residents and prospective residents of Lauderdale.

Adopted by the City of Lauderdale this 14th day of August, 2024.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date August 14, 2024

ITEM NUMBER Policing Contract Extension

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City of St. Anthony proposed extending the City's existing police services contract with them for another year as they work through their discussions with Falcon Heights over coverage and contracts. The terms of the current contract are good for the City so there is no reason not to. Our city attorney drafted the contract extension language that follows along with a copy of the current (2019-2024) police contract.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt First Amendment to Contract Agreement for Police Services.

FIRST AMENDMENT TO CONTRACT AGREEMENT FOR POLICE SERVICES

This First Amendment to Contract Agreement for Police Services (the “First Amendment”) is made and entered into as of August ____, 2024 by and between the city of St. Anthony, a municipal corporation under the laws of Minnesota (“St. Anthony”) and the city of Lauderdale, a municipal corporation under the laws of Minnesota (“Lauderdale”), each a “Party” and collectively, the “Parties”.

WHEREAS, St. Anthony and Lauderdale entered into that certain Contract Agreement for Police Services dated July 23, 2019 (the “2019 Agreement”) whereby St. Anthony agreed to provide police services within Lauderdale; and

WHEREAS, the 2019 Agreement expires on December 31, 2024; and

WHEREAS, the Parties wish to extend the 2019 Agreement for one year under the same terms and conditions.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations set forth in this First Amendment, the Parties agree as follows:

1. The first sentence of Paragraph XX, entitled Continuation of Agreement, is deleted and replaced with the following sentence:

This Agreement will be effective January 1, 2020 and will continue until December 31, 2025 or until terminated as described in Paragraph XXI below.

2. Except as specifically provided above, all provisions, covenants, terms and conditions of the 2019 Agreement shall remain unaltered and in full force and effect.

This First Amendment is effective as of the date it is signed by the second Party.

CITY OF ST. ANTHONY

CITY OF LAUDERDALE

Wendy Webster, Mayor

Mary Gaasch, Mayor

Charlie Yanker, City Manager

Heather Butkowski, City Administrator

Date: _____

Date: August 14, 2024

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of July 23, 2019 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF LAUDERDALE, a municipal corporation under the laws of the State of Minnesota ("Lauderdale"). The services to be performed under this Agreement will commence January 1, 2020.

I. PURPOSE

St. Anthony and Lauderdale have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Lauderdale. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Lauderdale. St. Anthony will provide feedback to the Lauderdale City Administrator and City Council on a regular and timely basis, and will actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the approval by the Lauderdale and St. Anthony City Councils. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota

III. SERVICES

St. Anthony will provide Lauderdale with 24 hour police service, and will physically place a certified officer within the boundaries of Lauderdale 24 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 24-hour police protection and police presence each day within the City of Lauderdale. In those instances stated above when an officer is not physically present in Lauderdale, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Lauderdale the same police service extended to persons and property within St. Anthony, which will include, but not be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Lauderdale 24 hours each day, subject only to the exceptions noted above;

- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;
- D. Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch;
- E. Enforcement of all ordinances of Lauderdale which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
- F. Ticketing for traffic violations will be done routinely during normal shifts;
- G. Crime prevention programs that encourage community involvement and investment in the City of Lauderdale; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program;
- H. Criminal investigations;
- I. Reports on police services and activities, including weekly, monthly and annual police reports;
- J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
- K. Officers will be available at Lauderdale City Hall to answer questions from, and provide information regarding police activities to Lauderdale residents, business owners and staff on an as-needed basis;
- L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
- M. Review and comment, upon request, of proposed Lauderdale ordinances affecting police services or enforcement;
- N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
- O. Special event traffic patrol services.

V. PAYMENT FOR SERVICES

In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of \$747,071 for the year 2020, for the police service under this Agreement. St. Anthony and Lauderdale shall establish the fee for the services for each subsequent year by each preceding June 15.

VI. METHOD OF PAYMENT

St. Anthony will bill Lauderdale monthly for 1/12 of the annual fee, and Lauderdale will promptly remit payments to St. Anthony within 30 days after receiving each billing from St. Anthony.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of its employees, volunteers and agents under this Agreement, and will hold Lauderdale, its officers and employees harmless for any liability resulting from actions of a St. Anthony employee, volunteer or agent and shall defend Lauderdale, its officers and employees, against any claim for damages arising out of St. Anthony's performance or failure to perform its obligation under this Agreement. St. Anthony will bear the expense to defend itself and Lauderdale in the event of a claim, action or liability including attorney's fees and any deductible amount if the matter is covered by St. Anthony's insurer. This Agreement is a "cooperative activity," and it is the intent of the parties that they each shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Lauderdale will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services and activities, will be within the exclusive control of St. Anthony. The parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

IX. JOINT ADVISORY COMMITTEE

Both cities will appoint members to a Joint Advisory Committee. The committee will meet at least once a year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Lauderdale will be included in all Cooperative Agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Lauderdale under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Lauderdale may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St.

Anthony officers may take routine telephone calls and complete routine reports for Lauderdale at the Lauderdale City Hall, and Lauderdale will have facilities available to the officers at Lauderdale City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Lauderdale will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment matters will be the obligation of St. Anthony. Lauderdale will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Lauderdale.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Lauderdale. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Lauderdale.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE

St. Anthony officers assigned to duty within Lauderdale will enforce Lauderdale' ordinances to the extent appropriate for enforcement by police officers.

XVI. OFFICERS OF LAUDERDALE

The officer's assigned duty within Lauderdale will be provided with authority to enforce the laws of the City of Lauderdale by proper action to be taken by the Lauderdale City Council, and while performing services under this Agreement will be considered police officers of Lauderdale. The Chief of Police of St. Anthony will furnish to the Lauderdale City Administrator the names of all St. Anthony police officers assigned to Lauderdale, and all such officers will be appointed officers of the City of Lauderdale.

XVII. OFFENSES

All offenses within Lauderdale charged by police officers under this Agreement will be charged in accordance with Lauderdale' ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVIII. COMMUNICATIONS

St. Anthony agrees to provide the Lauderdale Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Lauderdale City Administrator.

The St. Anthony Police Chief will regularly communicate with the Lauderdale City Administrator in order to ensure that Lauderdale is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Lauderdale City Council.

XIX. PROSECUTION AND REVENUES

Lauderdale will pay all costs of prosecution for all offenses charged within its boundaries or under its

ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Lauderdale. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2020 and will continue for a term of five years (until December 31, 2024), or until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Lauderdale shall establish the fee for police services for each subsequent year by each preceding June 15. If such fee reflects an increase of 5 percent (5%) or more from the prior year's fee, then the contract in its entirety may be re-opened for negotiation at the election of either St. Anthony or Lauderdale. Such election must be made in writing and noticed to the other contracting party by July 15. If such negotiations do not result in a newly entered contract by January 1 of the subsequent year, then this contract shall terminate effective as of that same January 1.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by July 15. Termination of this Agreement shall be effective at 11:59 p.m. on December 31 of the same year such written notification is provided.

XXII. REVIEW OF AGREEMENT

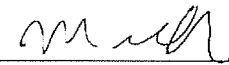
From time to time the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Lauderdale deem necessary.

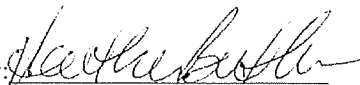
XXIII. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Lauderdale (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF LAUDERDALE

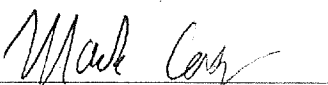
By: 
Mayor

By: 
City Administrator

Date: 7/9/19

CITY OF ST. ANTHONY

By: 
Mayor

By: 
City Manager

Date: 7-23-19

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent	_____
Public Hearing	_____
Discussion	_____ <u>X</u>
Action	_____ <u>X</u>
Resolution	_____
Work Session	_____

Meeting Date August 14, 2024

ITEM NUMBER Cannabis Financials Model

STAFF INITIAL _____



APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council expressed interest in doing the type of research that other cities are engaging in to determine whether to continue discussions around a municipal cannabis dispensary. The City owns property along Larpenteur Avenue that might be viable. The new law provides financial incentives to cities who have cannabis businesses in their city limits. The opportunity to generate revenue to combat the rising year-over-year costs for city services is driving the interest from cities.

Typically, a financial analysis would be in the \$15,000 price range. Due to the relationship between our planning consultant (SHC) and the Point7 Group, the estimated cost is \$7,000 as SHC has already produced some of the socioeconomic data and real estate information they need.

If the Council is interested in having this information prepared, please review and approve the attached proposal.

OPTIONS:

STAFF RECOMMENDATION:

Motion to accept the proposal by Point 7 Group.



8/13/2024

City of Lauderdale Officials,

Point Seven LLC (Point7) is pleased to present this proposed scope of work to the City of Lauderdale. In partnership with Swanson Haskamp Consulting (SHC), we are confident in our ability to evaluate and present the economic viability of a municipal-run dispensary in your community.

As part of this evaluation, we will examine the economic impact that a dispensary may have on the community, considering tax generation, job opportunities, contractor opportunities and income potential. We will also consider perceived and actual risks, operational considerations and real estate factors, presenting our findings to you for the purposes of deciding if a dispensary aligns with the community's interests and long term goals.

Engagement Summary

Point7 will develop a detailed three (3) year pro forma for the City of Lauderdale. The pro forma will include: revenue assumptions; startup expense assumptions; operational expense assumptions; personnel assumptions; and a projected 3-year monthly income statement, balance sheet, and statement of cash flows. We will present our findings in a written summary for your consideration and review. SHC will play a critical role in this process, informing our assumptions by providing local socio-economic, demographic and real estate data, as well as local insights and context, ensuring that the financial model is well-adapted for the City.

- **Start Date:** Point7 is able to start on this engagement following Labor Day weekend. If the City desires to move more expeditiously than this, we are able to accommodate a faster timeline.
- **Duration:** We estimate that the engagement will require four weeks of work, beginning from the time we begin work through presentation of our report.
- **Fee:** \$6,500.00

Thank you for considering us for this exciting initiative.

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