

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, APRIL 22, 2014
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 April 8, 2014 City Council Meeting
 - c. Claims Totaling \$36,361.15
 4. **CONSENT**
 - a. Sign Reflectivity Policy
 - b. Ramsey County JPA for Recycling Fees
 - c. Recreation Agreement with the City of Roseville
 5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
 6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Annual Update by Ramsey County Commissioner McGuire
 - b. City-Wide Garage Sale
 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 ITEMS**
 - a. Deputy Clerk Scheduling
 9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
 10. **ADDITIONAL ITEMS**
 11. **SET AGENDA FOR NEXT MEETING**
 - a. Proposed Tobacco Ordinance Revisions
 - b. Annual MS4 Public Hearing
 - c. Owners of Gentleman Scholar Distillery
 - d. Peace Officers Recognition Week
 - e. 2430 Larpentour Avenue Improvements – May 27
 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 for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued 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. Ramsey County Economic Prosperity Report by Ryan O'Connor
- c. PCIC Recommendation for Music under the Trees
- d. Sanitary Sewer Lining Project Update
- e. Police Contract Discussion with St. Anthony City Manager Mark Casey
- f. Community Development Update

13. ADJOURNMENT

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

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April 8, 2014

Mayor Dains called the City Council meeting to order at 7:36 p.m.

Councilors present: Mary Gaasch, Roxanne Grove, Lara Mac Lean, and Mayor Jeff Dains.
Councilor absent: Denise Hawkinson.

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

Mayor Dains asked for changes to the meeting agenda. Mayor Dains added the Cable Commission Public Hearing and a discussion of bees to the agenda. Councilor Grove moved to approve the amended agenda. Councilor Gaasch seconded the motion and it passed unanimously.

Councilor Gaasch moved to approve the March 25, 2014 City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Grove moved approval of the claims totaling \$87,886.28. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Grove moved approval of the Consent Agenda which included a PCIC appointment. Councilor Gaasch seconded the motion and it passed unanimously.

*Informational Presentation
Audit Report*

Andy Berg of Abdo, Eick and Meyers, the City's auditing firm, presented the 2013 audit and spoke to the City's financial condition. Berg issued a "clean" opinion and said the City is maintaining a stable general fund balance at 60% of the next year's anticipated operating expenses. Berg stated that general fund revenues came in at \$54,000 above budget and expenditures at \$52,000 below budget. Tax receipts and intergovernmental aid (mostly Local Government Aid) make up 50% and 42% respectively of revenues collected in 2013.

Berg stated the special revenue funds are sufficiently funded. He also observed that the debt burden of the City has decreased as the street improvements bonds have been paid off. All debts related to the street improvements bonds will be paid fully in 2015.

*Discussion Items
Use of Interim Ordinances*

At the previous council meeting, the city attorney explained that interim ordinances (moratoriums) can be used when a City Council feels it needs to study an issue. In this case, the Council could consider an interim ordinance to study pawn shops within the City before acting on Best Pawn's zoning text amendment request. The City Council can also forego the interim

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ordinance and act on the zoning amendment request within the time frame established by state law.

Mayor Dains said he preferred the Council forgo the interim ordinance and act on the zoning application. Councilor Gaasch expressed concern about the use of staff time in studying the pawn shop use if the City exercised the interim ordinance. Mayor Dains agreed and believed it would cost at least \$5,000.00 to hire a consultant to conduct the study. The Council also expressed concerns about a pawn shop's impact on police services and costs.

Easement Agreements for Larpenteur Avenue Pedestrian Improvement Project

The owner of 2383 Larpenteur signed the temporary construction easement agreement and the Korean Service Center signed the temporary and permanent easement agreements. In exchange for the permanent easement for the sidewalk project, the Korean Service Center will receive sidewalk improvements on their property along Eustis Street.

Councilor Grove moved to execute the Temporary Easement for Construction agreements with the owners presented and the permanent easement agreement with the Korean Service Center as presented. Councilor Gaasch seconded the motion and it passed unanimously.

Additional Items

Cable Commission Public Hearing and Presentation

Mayor Dains mentioned that Comcast will be presenting on the City's cable television franchise renewal on Thursday, April 17 at the City of Shoreview City Council Chambers at 6:30 p.m. After the presentation, the Cable Commission will hold a public hearing to allow for community input on the proposed franchise agreement. Mayor Dains encouraged Lauderdale residents to attend the public hearing.

Agenda items for the April 22 Council Meeting may include a discussion of the Music under the Trees events, a presentation from Ramsey County Commissioner Mary Jo McGuire, and a discussion with St. Anthony City Manager Mark Casey regarding the police contract.

Mayor Dains explained that the Council was moving into the work session. Work sessions are a continuation of the meeting but not aired on community television. Mayor Dains asked if anyone wished to address the Council. No one came forward.

Work Session:

Proposed Tobacco Ordinance Revisions

Butkowski stated the legislature is considering bills that would regulate electronic cigarettes in the same manner as regular tobacco products. That legislation would supplement the City's proposed ordinance. Based on feedback during the tobacco ordinance public hearing, the

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Council discussed whether to change the penalties for compliance check failures as one of the two City licensed tobacco vendors felt the proposed penalties were too stringent.

The Council discussed the penalties and came to a general consensus. Within 24 months, the first violation would incur a \$200 fine, the second violation a \$400 fine and a three-day license suspension, and a third violation would incur an \$800 fine and a year's suspension of the tobacco license. The Council also felt compliance checks should happen twice per year. Staff will include this language in the draft ordinance and bring it back for approval at a future meeting.

Community Development Update

Luther Seminary has a signed purchase agreement for the sale of their student housing. The Council can expect to see a replat request in the next few months. The Seminary looks to close the sale in August.

Brandy Chase Condominiums Board of Directors (BOD) has decided not to approve the temporary easement agreement for the Larpenteur Avenue sidewalk project. Without the agreement, the sidewalk must be placed directly behind the curb instead of behind a grassy boulevard. The City will submit construction plans for both designs to Ramsey County and Mn/DOT for approval should the BOD change course and want the enhanced design.

Councilors commented on the Brandy Chase BOD's decision not to sign the temporary construction easement agreement. Since snow removal is more difficult and costly directly behind the curb, and there is a way to avoid that situation in this case, some Councilors mentioned that the City should not take on the snow removal responsibilities on that block.

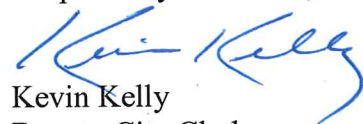
Butkowski will be meeting with the staff from the City of St. Paul, Ramsey County, and Xcel Energy to discuss options for a sidewalk along Eustis Street south of Larpenteur Avenue.

Bees

Mayor Dains discussed the plight of bees whose population has decreased significantly in recent years. Staff reiterated that the new animal ordinance allows for bees and one Lauderdale resident recently picked up an application but it has not been returned.

There being no further business on the council agenda, Councilor Gaasch moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 8:56 p.m.

Respectfully submitted,



Kevin Kelly
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

April 22, 2014 City Council Meeting

Payroll

04/11/14 Payroll: Direct Deposit # 501783-501787	\$7,242.76
04/11/14 Payroll: Payroll Liabilities, e-payments 875E-877E	\$7,597.52

Vendor Claims

04/22/14 Claims: Check #'s 22188-22206	\$21,520.87
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SUBTOTAL \$36,361.15

Total Claims for Approval

\$36,361.15

CITY OF LAUDERDALE

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***Check Detail Register©**

APRIL 2014

			Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk#	022188	4/22/2014		CORVAL CONSTRUCTORS, INC	
E	101-43400-442	MISC	\$53.00		Reimburse Permit Fees
	Total	CORVAL CONSTRUCTORS, INC	\$53.00		
Paid Chk#	022189	4/22/2014		CROIX OIL	
E	602-49100-212	MOTOR FUELS	\$49.30		3/14 Motor Fuels
E	601-49000-212	MOTOR FUELS	\$49.31		3/14 Motor Fuels
E	101-43000-212	MOTOR FUELS	\$230.08		3/14 Motor Fuels
	Total	CROIX OIL	\$328.69		
Paid Chk#	022190	4/22/2014		EUREKA RECYCLING	
E	203-50000-389	RECYCLING CONTRACTOR	\$2,248.57		3/14 Recycling Contract
	Total	EUREKA RECYCLING	\$2,248.57		
Paid Chk#	022191	4/22/2014		G & K SERVICES	
E	601-49000-425	CLOTHING	\$47.46		3/14 PW Clothing
E	602-49100-425	CLOTHING	\$47.46		3/14 PW Clothing
	Total	G & K SERVICES	\$94.92		
Paid Chk#	022192	4/22/2014		INTEGRA	
E	101-41200-391	TELEPHONE/PAGERS	\$49.70		4/14 Fax Line
	Total	INTEGRA	\$49.70		
Paid Chk#	022193	4/22/2014		KENNEDY & GRAVEN	
E	101-41500-305	LEGAL FEES - CIVIL	\$4,521.70		3/14 Legal Services - 2430 Closing, Easements, Zoning discussions
	Total	KENNEDY & GRAVEN	\$4,521.70		
Paid Chk#	022194	4/22/2014		LILLIE SUBURBAN NEWS	
E	101-41200-352	PUBLIC INFO NOTICES	\$820.00		Public Notice - Financial Report
	Total	LILLIE SUBURBAN NEWS	\$820.00		
Paid Chk#	022195	4/22/2014		MPCA	
E	402-48000-510	LAND	\$562.50		2430 Larp - No Association Review
	Total	MPCA	\$562.50		
Paid Chk#	022196	4/22/2014		NAPA AUTO PARTS	
E	101-43000-212	MOTOR FUELS	\$42.25		Motor Oil, Oil Filter and Glass Cleaner
E	602-49100-212	MOTOR FUELS	\$9.05		Motor Oil, Oil Filter and Glass Cleaner
E	601-49000-212	MOTOR FUELS	\$9.05		Motor Oil, Oil Filter and Glass Cleaner
	Total	NAPA AUTO PARTS	\$60.35		
Paid Chk#	022197	4/22/2014		NORTH SUBURBAN ACCESS CORP	
E	202-49500-327	OTHER SERV- SEWER/NPDES I	\$729.91		1Q14 Webstreaming/Programming
	Total	NORTH SUBURBAN ACCESS CORP	\$729.91		
Paid Chk#	022198	4/22/2014		POSTMASTER - NEWSLETTER	
E	101-41200-203	POSTAGE	\$1,500.00		Permit #1073 Deposit to Account

CITY OF LAUDERDALE

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APRIL 2014

			Check Amt	Invoice	Comment
Total POSTMASTER - NEWSLETTER			\$1,500.00		
Paid Chk#	022199	4/22/2014	PREMIUM WATERS, INC		
E 101-41200-208	WATER DELIVERY		\$45.15		3/14 Water Delivery
Total PREMIUM WATERS, INC			\$45.15		
Paid Chk#	022200	4/22/2014	PUBLIC EMPLOYEES INS PROGRAM		
G 101-21706	HEALTH INSURANCE		\$1,775.32		5/14 Health Benefits
Total PUBLIC EMPLOYEES INS PROGRAM			\$1,775.32		
Paid Chk#	022201	4/22/2014	RAMSEY COUNTY, PROP REC & REV		
E 402-48000-510	LAND		\$2,684.00		Property Tax at 2430 Larpenteur
E 101-43000-313	SNOW & ICE REMOVAL		\$4,513.00		1/14 & 2/14 Snow Plowing
Total RAMSEY COUNTY, PROP REC & REV			\$7,197.00		
Paid Chk#	022202	4/22/2014	SPRINT PCS		
E 101-43000-391	TELEPHONE/PAGERS		\$31.55		3/14 PW Cell Phones
E 601-49000-391	TELEPHONE/PAGERS		\$15.78		3/14 PW Cell Phones
E 602-49100-391	TELEPHONE/PAGERS		\$15.77		3/14 PW Cell Phones
Total SPRINT PCS			\$63.10		
Paid Chk#	022203	4/22/2014	XCEL ENERGY, 2430 LARPENTEUR		
E 101-43000-381	ELECTRIC		\$3.11		3/14 Utilities
E 101-43000-383	GAS UTILITIES		\$7.50		3/14 Utilities
Total XCEL ENERGY, 2430 LARPENTEUR			\$10.61		
Paid Chk#	022204	4/22/2014	XCEL ENERGY, CITY HALL		
E 101-43000-383	GAS UTILITIES		\$352.96		3/14 City Utilities
E 101-43000-381	ELECTRIC		\$181.22		3/14 City Utilities
Total XCEL ENERGY, CITY HALL			\$534.18		
Paid Chk#	022205	4/22/2014	XCEL ENERGY, PARK & GARAGE		
E 101-45200-381	ELECTRIC		\$44.92		3/14 PW and Warming House
E 101-43000-383	GAS UTILITIES		\$138.54		3/14 PW and Warming House
E 101-43000-383	GAS UTILITIES		\$138.53		3/14 PW and Warming House
E 101-43000-381	ELECTRIC		\$44.93		3/14 PW and Warming House
Total XCEL ENERGY, PARK & GARAGE			\$366.92		
Paid Chk#	022206	4/22/2014	XCEL ENERGY, STREET LIGHTING		
E 101-43000-380	STREET LIGHT UTILITY		\$45.39		3/14 Bridge Lights
E 101-43000-380	STREET LIGHT UTILITY		\$513.86		3/14 Street Lights
Total XCEL ENERGY, STREET LIGHTING			\$559.25		
10100 NORTH STAR CHECKING			\$21,520.87		

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APRIL 2014

Check Amt Invoice Comment

Fund Summary

10100 NORTH STAR CHECKING

101 GENERAL	\$15,052.71		
202 COMMUNICATIONS	\$729.91		
203 RECYCLING	\$2,248.57		
402 CAPITAL IMPROVEMENTS	\$3,246.50		
601 SEWER UTILITIES	\$121.60		
602 STORM SEWER ENTERPRISE FUND	\$121.58		
	<hr/>		
	\$21,520.87		

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***Claim Register©**

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APRIL 2014

Claim Type	Direct				
Claim#	3900	NORTH STAR BANK, CHECKING S	Ck# 000875E	4/10/2014	
Cash Payment	G 101-21703	FICA WITHHOLDING.		4/11/2014	Payroll \$2,071.30
		Invoice			
Cash Payment	G 101-21701	FEDERAL TAXES		4/11/2014	Payroll \$1,330.14
		Invoice			
Transaction Date	4/10/2014	Due 0	NORTH STAR CHE	10100	Total \$3,401.44
Claim#	3901	PERA	Ck# 000876E	4/10/2014	
Cash Payment	G 101-21704	PERA		4/11/2014	Payroll \$1,682.45
		Invoice			
Transaction Date	4/10/2014	Due 0	NORTH STAR CHE	10100	Total \$1,682.45
Claim#	3902	ICMA RETIREMENT TRUST - 457	Ck# 000877E	4/10/2014	
Cash Payment	G 101-21705	ICMA RETIREMENT		4/11/2014	Payroll \$2,513.63
		Invoice			
Transaction Date	4/10/2014	Due 0	NORTH STAR CHE	10100	Total \$2,513.63
	Claim Type	Direct			Tota \$7,597.52

Pre-Written Check	\$7,597.52
Checks to be Generated by the Compute	\$0.00
Total	\$7,597.52

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date April 22, 2014
ITEM NUMBER Sign Policy
STAFF INITIAL *HB*
APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A federal mandate was handed down a number of years ago requiring state and local governments to systematically manage their sign replacement. The mandate received a lot of push back due to the cost to implement. After many tweaks, the mandate has been finalized and all cities have to have a sign retroreflectivity policy in place by June.

Cities have many ways to manage their signs. They range from sending people out to check them at night to replacing them every so many years (even if the signs still meet reflectivity standards). The requirements for this are very detailed. The League has been active in getting information to cities because there is a large legal implication to all of this. The concern is that local governments could be brought into all sorts of motor vehicle accident lawsuits for failure to have reflective enough signs or failure to abide strictly by these new policies.

Since the City's signs were replaced during the street project, they meet the current standards. Therefore, the least expensive evaluation method is to visually inspect them or have them inspected with a retroreflectivity meter. The policy states this will happen by December 31, 2015 and every five years thereafter with the assistance of the city engineer. When the testing is needed, the Council can decide whether to have the city engineer perform the test or train staff to do it.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council adopts the Sign Retroreflectivity Policy as presented.

COUNCIL ACTION:

City of Lauderdale, Minnesota Sign Retroreflectivity Policy

Article I. Purpose and Goal.

The purpose of this policy is to establish how the city will implement an assessment or management method, or combination of methods, to meet the minimum sign retroreflectivity requirements in the Minnesota Manual on Uniform Traffic Control Devices (MN MUTCD).

Substantial conformance with the MN MUTCD is achieved by having a method in place to maintain minimum retroreflectivity levels. Conformance does not require or guarantee that every individual sign in the city will meet or exceed the minimum retroreflective levels at every point in time.

The goal of this policy is to improve public safety on the city's streets and roads and prioritize the city's limited resources to replace signs.

Article II. Applicable Signs.

This policy applies to all traffic sign in the city except the following:

- Parking, Standing, and Stopping signs (R7 and R8 series)
- Walking/Hitchhiking/Crossing signs (R9 series, R10-1 through R10-4b)
- Adopt-A-Highway signs
- All signs with blue (motor services) or brown (recreational) backgrounds
- Bikeway signs that are intended for exclusive use by bicyclists or pedestrians

Article III. Resource Materials

The city has reviewed and relied on numerous resources in adopting this policy. These resource materials include, but are not limited to the following:

- *Methods for Maintaining Traffic Sign Retroreflectivity*, Publication No. FHWA-HRT-08-026, U.S. Department of Transportation, Federal Highway Administration (November 2007).
- *Sign Retroreflectivity Guidebook*, Publication No. FHWA-CFL/TD-09-005, U.S. Department of Transportation, Federal Highway Administration (September 2009).
- *Sign Retroreflectivity: A Minnesota Toolkit*, Minnesota Department of Transportation, Local Road Research Board (June 2010).
- *Traffic Sign Maintenance/Management Handbook*, Report No. 2010RIC10, Version 1.1, Minnesota Department of Transportation (October 2010).

- *LMCIT Sign Retroreflectivity Memo and Model Policy*, League of Minnesota Cities (3rd Edition, January 2014).

Article IV. Sign Inventory

To meet the city's goal of maintaining sign retroreflectivity above certain levels, the city will maintain a sign inventory of all new or replacement signs installed after the effective date of this policy. The inventory shall indicate the type of sign, the location of the sign, the date of installation or replacement, the type of sheeting material used on the sign face, the expected life of the sign, and any maintenance performed on the sign.

As to existing signs, the city will perform an inventory of all signs covered by this policy. The city recognizes this process will occur over time subject to the city's monetary and human resources. The city expects to complete its sign inventory by December 31, 2015. The city shall record the above information related to new signs to the extent that such information is known and shall also include a statement on the general condition of the sign.

Article V. Removal of Signs

In recognition of the fact that excess road signs have been shown to reduce the effectiveness of signage, as well as impose an unnecessary financial burden on road authorities, it is the city's policy to remove signs determined to be unnecessary for safety purposes and which are not required to comply with an applicable state or federal statute or regulation. The removal of signs shall be based on an engineering study and the MN MUTCD. Particular attention shall be paid to recommendations on signage for roads considered to be "low-volume" under the MN MUTCD. The city shall document the date a sign is removed and the reason for the removal.

Article VI. Approved Sign Evaluation Method.

After reviewing the various methods proposed for sign maintenance, the City will use either the nighttime visual inspection or measured sign retroreflectivity method to meet the minimum sign retroreflectivity requirements in the MN MUTCD. The ultimate determination will be based on the availability of the city engineer's equipment and staffing at the time of the inspection.

Nighttime Visual Inspection. The retroreflectivity of the City's signs is assessed by a trained sign inspector following a formal visual inspection procedure from a moving vehicle during nighttime conditions. Signs that are visually identified by the inspector to have retroreflectivity below the minimum levels will be replaced.

Measured Sign Retroreflectivity. Sign retroreflectivity is measured using a retroreflectometer. Signs with retroreflectivity below the minimum levels will be replaced.

The City will inspect its signs visually or with a retroreflectometer every five years using one of the above methods with the first inspection occurring before December 31, 2015.

Article VII. Sign Replacement.

The City hereby establishes the following priority order in which road signs will be replaced:

- First priority shall be given to replacing all signs determined not to meet applicable retroreflectivity standards. Top priority shall also be given to replacing missing or damaged signs determined to be of a priority for safety purposes.
- Second priority shall be given to signs determined to be marginal in their retroreflectivity evaluation.
- Third priority shall be given to all remaining signs as they come to the end of their anticipated service life, become damaged, etc.

In addition, within each category above, further priority shall be given to warning and regulatory signs on roads with higher vehicle usage.

After the initial replacement of signs as provided for in this Article or the installation of new signs, the City shall, for the purpose of complying with the requirements of the MN MUTCD, maintain minimum retroreflectivity standards, as budgetary factors allow, by replacing signs as they reach the end of the latter of their (a) warranty period; (b) expected life expectancy for the sheeting material used on the sign; or (c) expected life as determined by an authorized engineering study.

Damaged, stolen, or missing signs may be replaced as needed.

Article VIII. Modification and Deviation from Policy.

The City reserves the right to modify this Sign Retroreflectivity Policy at any time if deemed to be in the best interests of the City based on safety, political and economic considerations.

The Public Works Coordinator, or his or her designee, may authorize a deviation from the implementation of this policy in regard to a particular sign when deemed to be in the best interests of the City based on safety, political and economic considerations. Such deviation shall be documented including the reason for the deviation and other information supporting the deviation.

Adopted by the City Council of the City of Lauderdale on this 22nd day of April, 2014.

Mayor

City Clerk - Administrator

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u>April 22, 2014</u>
Special <u> </u>	ITEM NUMBER <u>Renew Joint Powers Agreement (JPA)</u>
Public Hearing <u> </u>	<u>for Recycling Fees</u>
Report <u> </u>	STAFF INITIAL <u>Jim</u>
Discussion/Action <u> </u>	APPROVED BY ADMINISTRATOR <u> </u>
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The current JPA for recycling fees expires June 30, 2014. This is an agreement between Ramsey County and participating Cities within the County to fund long-term municipal recycling programs. Recycling fees are collected by Ramsey County in the form of an assessment to property owners. We receive these fees from the County via the tax settlements twice per year. Penalties and interest for delinquent recycling fees are also collected through this process.

The County Board has approved the 2014-2019 JPA for Recycling Fees, which is enclosed. There are no changes in language from the current JPA to this one (based on feedback from participating cities and the County's needs):

OPTIONS:

- 1) Approve as consent item.
- 2) Remove from consent agenda for discussion.

STAFF RECOMMENDATION:

By approving the consent agenda, the council is authorizing staff to execute the JPA with Ramsey County for recycling fees.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date April 22, 2014

ITEM NUMBER Recreation Agreement

STAFF INITIAL *AB*

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Roseville would like to continue offering recreation programs in Lauderdale this summer. Staff from the two cities updated the agreement we currently have with them. The agreement clarifies expectations and addresses issues of liability. If the Council is interested in continuing the relationship, please review the attached agreement. The agreement can always be amended during the meeting.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves the Recreation Agreement with the City of Roseville as presented.

COUNCIL ACTION:

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Agreement is between the County of Ramsey, ("County"), and the City of Lauderdale ("City").

WHEREAS, Ramsey County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, Ramsey County requires each municipality to be responsible for developing a long-term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes Sections §473.811 and §400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its recycling program by assessing individual property owners within the City for the costs of its program utilizing the County's solid waste management service charge authority under contract with the County;

NOW, THEREFORE, IT IS AGREED:

I. CITY OBLIGATIONS

- A. The City shall ensure residential recycling service is available weekly or every other week to residents at their place of residence, including all single family residences, multi-unit housing, senior housing/assisted living facilities and manufactured home parks.
- B. The City shall provide for the collection of at least the following materials:
 - a. Mixed paper (e.g., mail, office and school papers)
 - b. Newspaper, inserts and phonebooks
 - c. Glossy paper (e.g., magazines and catalogs)
 - d. Corrugated cardboard (e.g., mailing boxes and moving boxes)
 - e. Paper board or boxboard (e.g., cereal boxes, shoe boxes, and boxes from toothpaste, medications and other toiletries)
 - f. Metal food and beverage cans
 - g. Plastic bottles (such as those for beverages, condiments, detergent, shampoo and body lotion)
 - h. Glass food and beverage containers.
- C. The City shall add additional materials as reliable markets become available.
- D. The City shall comply with Minnesota Statutes §115A.46 and §115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW from City

owned, operated and leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.

- E. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated compostable material collection and associated costs, educational materials, or other costs consistent with the County's Solid Waste Management Master Plan and approved by Saint Paul – Ramsey County Public Health ("the Department"). Administrative costs associated with the City's solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County's Solid Waste Management Master Plan and approved by Saint Paul – Ramsey County Public Health.

- F. On or before December 1 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.
- G. The City shall pay the County the actual costs of administering the City's recycling service charge. The County's actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Records and Revenue Department's direct overhead costs. The City shall pay the County within thirty (30) days of receipt of the County's invoice.
- H. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City's recycling charge on the property owners' tax statements, and shall label the charge as "Recycling."

III. TERM

The Term of this Agreement is July 1, 2014 through June 30, 2019.

IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.
- B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.
- C. OTHER EVENTS. In the event that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. The parties agree to abide strictly by these statutes, rules and regulations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF LAUDERDALE

Jim McDonough, Chair
Ramsey County Board of Commissioners

By: _____
Print Name: _____
Title: _____

Bonnie Jackelen, Chief Clerk
Ramsey County Board of Commissioners

Date: _____

Date: _____

Approved as to form and insurance:

Assistant County Attorney

**City of Roseville
City of Lauderdale**

Recreation Agreement

THIS AGREEMENT is effective March 15, 2014, by and between the City of Lauderdale, 1891 Walnut Street ~ Lauderdale, MN 55113, and the City of Roseville, 2660 Civic Center Drive ~ Roseville, Minnesota 55113. The City of Roseville agrees to provide recreation program services within the City of Lauderdale between June 23 and August 15, 2014.

The City of Lauderdale and the City of Roseville agree to the following obligations:

1. The City of Roseville agrees to:

- Provide recreation programs and experiences to Lauderdale residents for the same fee as paid by Roseville residents.
- Coordinate registration, supervision, and program curriculum appropriate for the recreation programs.
- Provide the following summer recreation programs at Lauderdale Community Park (subject to change based upon demand).
 - Kick and Slugger Sports ~ June 23 – August 9
 - Teen Improv Group ~ June 23 – August 15
 - Preschool Play Pals ~ June 23 – August 15
 - Puppet Wagon Shows ~ June 24 – August 7
- Provide program staff, program supplies and equipment, and program maintenance support for all agreed upon and contracted recreation services. The City of Roseville agrees to provide field prep for programmatic needs such as lining of the soccer field.

2. The City of Lauderdale agrees to:

- Provide maintained program locations at Lauderdale Community Park. The City of Lauderdale agrees to provide regular maintenance such as mowing of the grass, dragging the ball field, and sanitation services.
- Provide facilities access and keys to Roseville Park and Recreation Staff.
- Compensate the City of Roseville as agreed upon and outlined below.

Payment

1. The City of Lauderdale agrees to pay the City of Roseville the difference between resident and non-resident fees for all recreation program registrations made by Lauderdale residents (excluding facility rentals). Payment for programs shall be made no later than 30 days after receipt of invoice from Roseville.
2. The City of Lauderdale agrees to pay the City of Roseville for Puppet Wagon Performances at Lauderdale Community Park. The agreed upon rate is \$90 for staffing and \$10 for supplies and materials (\$100 per week).
 - Day in the Park event charged at \$39/hour.

- Payment for Puppet Wagon Performances shall be made no later than 30 days after receipt of invoice from Roseville.

Liability

Roseville shall defend and indemnify Lauderdale and its employees, officers, volunteers and agents for any claims against Lauderdale arising from Roseville's performance or failure to perform its duties under this Agreement.

Lauderdale shall defend and indemnify Roseville and its employees, officers, volunteers and agents for any claims against Roseville arising from Lauderdale's performance or failure to perform its duties under this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party.

Employees of Roseville and Lauderdale shall remain employees of their respective cities regardless of where services are provided under this Agreement. Each party shall be responsible for injuries to or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employees or their dependants, even if the injuries were caused wholly or partially by the negligence of the other party.

IN WITNESS WHEREOF, the parties have duly executed this Agreement effective as of the date first above written.

City of Roseville

By:  _____

Title: Mayor

Date: 4-7-14

By:  _____

Title: City Manager

Date: 4/7/14

City of Lauderdale

By: _____

Title: Mayor

Date: _____

By: _____

Title: City Administrator/Clerk

Date: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 22, 2014

ITEM NUMBER Kevin's Schedule

STAFF INITIAL 

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The last time I was on maternity leave, Kevin worked five days a week to help maintain coverage in the office and work on things I wasn't there to do. In addition to asking the Council to approve that arrangement again, I am asking the Council to considering allowing Kevin to work 5 days a week (40 hours) starting in May as he plans to take a month of paternity leave in the June/July timeframe.

There will be an additional cost as Kevin has enough leave time accrued for his paternity leave. Kevin already receives full-time benefits, so the cost is entirely payroll related. Assuming babies come when they are expected, the budgetary impact is around \$5,200 (\$4,500 from the general fund). The cost to allow Kevin to start working full-time when I am gone is approximately \$2,600.

OPTIONS:

STAFF RECOMMENDATION:

Motion to allow the Deputy Clerk to work 40 hours per week starting the week of May 5 and ending when the City Administrator returns from maternity leave.

COUNCIL ACTION:

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>April 22, 2014</u>
Special _____	ITEM NUMBER <u>Music Under the Trees Update</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action _____	
Resolution _____	
Work session <u>X</u>	

BACKGROUND:

The Council discussed the event in last month. Two main ideas resulted from the discussion:

- Have one music event in June or July, instead of two.
- Arrange for the Roseville Community Band if Council Member MacLean or I can get donations from local music companies to cover the cost of music licensing.
- If we cannot secure donations for music licensing, we should contact local musicians that can perform without the need for music licensing.

I contacted Eckroth Music and Schmidt Music about donating towards the event. Eckroth's response was they did not have it in their budget for this year. Schmidt Music did not respond. Thus, we are moving on and planning to contact local musicians that can perform without the City needing to be licensed.

The PCIC discussed Music Under the Trees last week. I updated them on the above discussion. Based on the Committee's discussion, we are planning on the following for Music Under the Trees this year:

- Have one music event on a Thursday evening in July.
- Incorporate a farmers market from 4-7 p.m.
- Begin music at 6:30 p.m. The musicians will likely play for 1 or 2 hours.
- Have a food truck on hand from about 4-7 p.m. The Sassy Spoon is planning to be there.

New member Susie Zahratka is coordinating the farmers market. She would like to arrange for one in August and September as well. She also arranged for the food truck, as she is friends with the owner of the Sassy Spoon.

Various local artists were discussed. Committee members and myself are in the process of contacting them about their availability and ability to meet our criteria for public performances.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date April 22, 2014

ITEM NUMBER Sewer Lining Project

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

If you recall, Infratech ran out of time last fall to spot line sections of the sanitary sewer pipes on Eustis Street and in the Fulham Street alley. They came out this year to start that project and had some concerns that the lines had deteriorated over the winter and that they wouldn't be able to do the work. To exercise caution, staff notified the houses served about what to do in the event of a sewer backup.

Since then, staff and the city engineer have reviewed their sewer videos and saw little to no change in the condition of the pipes. We don't understand their hesitancy. They are reviewing the tapes again and will reach a firm decision on whether they believe their technology will work in these applications on Monday. Depending on the outcome of that discussion, I may send you follow up materials before the meeting. If I don't send you anything, I will have an update for you at the meeting.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 22, 2014

ITEM NUMBER St. Anthony Police Contract

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As we discussed in March, St. Anthony is proposing the three cities work towards a longer-term police contract for the reasons Mark Casey mentions in the following letter. The Council had a number of good questions about options for handling costs and questioning whether St. Anthony could use other strategies to achieve stability within the force. I have relayed these to Mark and he will be at the meeting to elaborate on the contract from St. Anthony's perspective.

St. Anthony has a Council meeting on Tuesday night as well. Mark will be over as soon as he is able. I have him scheduled as the last item on the agenda for that reason.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:



3301 Silver Lake Road, St. Anthony, Minnesota 55418-1699

Office: (612) 782-3301 • Fax: (612) 782-3302 • www.ci.saint-anthony.mn.us

February 28, 2014

Bart Fisher	Heather Butkowski
City Administrator	City Administrator
City of Falcon Heights	City of Lauderdale
2077 Larpenteur Ave. W	1891 Walnut St.
Falcon Heights, MN 55113	Lauderdale, MN 55113

RE: Long Term Police Contracts

Dear Bart and Heather,

We believe resiliency and sustainability are core attributes for which all cities strive. These elements span all aspects of a city's operation. Continuity of operations ensures continued functions of core city responsibilities over a wide variety of potential emergencies, along with the ability to perform day to day business.

Our current model of contracting law enforcement services to Falcon Heights and Lauderdale has been very successful, and after 20 years of productive mutually beneficial services, begs for a longer-term contractual relationship that can accomplish several things:

1. Recognize our already long-term relationship.
2. Provide some stability and some assurances to all involved cities.
3. Stabilize the police department and help to recruit/retain qualified and experienced officers.

All three cities mutually benefit from our current police contractual relationship, and all three cities can also benefit from a longer-term contractual relationship as well. Like private business, we all function better and more efficiently when there is stability within our business environment. Stability and strength are born from expectations, and when expectations can be reliably forecast, energy can be focused in areas of the greatest concern and benefit for the citizens we serve.

In order to provide an appropriate level of comfort for all three cities, I proposed adding "re-openers" or triggers to the term portion of the contract. If none of the re-openers are not experienced, then the contract is automatically renewed. St. Anthony will continue to provide a budget and the annual meeting with the mayors would also continue.

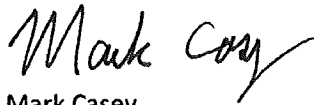
For discussion purposes, I would like to suggest the following re-openers:

- 10% change of decrease State Aids
- 5% change of increase wage & benefits
- 5% change in increase capital mandates
- 5% of decrease revenue or increased expenditures due to changes in Federal/State laws
- Gross negligence

Law enforcement is one of the most visible arms of city government, and is also the most expensive. Stabilization of this expense and forecasting this model years in advance will simply allow for a more resilient and sustainable financial relationship. This type of model will also allow the planning and consistency necessary to be as responsive to our tax payers as possible. Simply put, our existing long-term relationship could be effectively enhanced for all three cities with a long term contract. This would recognize our 20 year successful and mutually beneficial relationship and provide all three cities the financial stability for continuity of operations years into the future.

If you two are agreeable to this concept, we can sit down and discuss the number of years for the contract and percentage of change that would trigger the re-opener. Please let me know when you wish to meet to review this proposal.

Sincerely,



Mark Casey
City Manager

CC: John Ohl, Chief of Police