

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, JUNE 10, 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 May 27, 2014 City Council Meeting
 - c. Claims Totaling \$90,218.54
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.

8. **DISCUSSION / ACTION ITEMS**
 - a. Police Contract Renewal
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Police Contract Renewal
 - b. Larpenteur Avenue Sidewalk Project
 - c. Frank Langer, Owner of Historic Stone
 - d. Ramsey County Economic Prosperity Report by Ryan O'Connor
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. City Logo Merchandise
- a. Review of Fines for Payable Offenses
- c. Community Development and Sanitary Sewer Lining Update

13. **ADJOURNMENT**

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

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May 27, 2014

Mayor Dains called the City Council meeting to order at 7:30 p.m.

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

Staff present: Heather Butkowski, City Administrator and Kevin Kelly, Deputy City Clerk.

Mayor Dains asked for changes to the meeting agenda. There being no changes, Councilor Hawkinson moved to approve the agenda. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Gaasch moved to approve the May 13, 2014 City Council meeting minutes. Councilor Grove seconded the motion and it passed unanimously.

Councilor Mac Lean moved approval of the claims totaling \$25,634.59. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Grove moved approval of the Consent Agenda which included the April Financial Report and a new copier lease agreement. Councilor Mac Lean seconded the motion and it passed unanimously.

Informational Presentation

Emmett Coleman, Vice President of Governmental Affairs, Comcast

Mr. Coleman explained Comcast's position in the franchise renewal process with the North Suburban Cable Commission. He argued that the Cable Commission wasn't interested in addressing the "sticking points," especially the disagreements over technical and operating costs of the public access channels.

Public Hearing

Ordinance 14-03 Pertaining to Health and Safety; Nuisances

The public hearing was being held to allow public comment on the proposed changes to the City's nuisance ordinance. Butkowski explained the amendments would increase time for residents to clear snow from sidewalks after a snowfall from 12 hours to 24 hours, prohibit a property owner from depositing snow from their property onto the property of another private property owner, and to hold owners responsible for graffiti removal on their property.

Mayor Dains opened the public hearing at 7:51 p.m. No one came forward and the public hearing was closed at 7:52 p.m.

Councilor Hawkinson moved to adopt Ordinance 14-03 amending Lauderdale City Code

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May 27, 2014

regarding Health and Safety; Nuisances. Councilor Gaasch seconded the motion and it passed unanimously.

Discussion Items

Renewal of Comcast of Minnesota Cable Franchise (Resolution 052714A), North Suburban Cable Commission Executive Director Cor Wilson

Mike Bradley, an attorney working on behalf of the Cable Commission, filled in for Cor Wilson who was presenting at another council meeting. Bradley explained the Cable Commission has been in informal negotiation with Comcast for a few years. At this point, each city in the commission must vote to approve or preliminarily deny the franchise renewal proposal that has been presented by Comcast. Bradley recommended that the Council support the resolution which would preliminarily deny Comcast's current proposal. Bradley stated that further formal or informal negotiations would be needed to reach an agreement that met the needs of the cities.

Councilor Mac Lean moved to adopt Resolution 052714A –the Preliminary Assessment that the Comcast of Minnesota, Inc., Cable Franchise should not be renewed. Councilor Grove seconded the motion and it passed unanimously.

Farmers Market Guidelines/Policies

Butkowski stated the Farmers Markets will be the third Thursday of the months of July, August, and September. Butkowski and Bownik put together Farmers Market guidelines for the vendors to sign as the Farmers Market will be sponsored by the City in 2014. Butkowski contacted the League of Minnesota Cities attorney for information on whether the vendors should be required to carry insurance or name the City as an additional insured on their policies. The response was that risks to the City were low and requiring insurance of the vendors to protect the City was not necessary.

Councilor Grove moved to adopt the Farmers Market Guidelines/Policy as presented. Councilor Gaasch seconded the motion and it passed unanimously.

Agenda items for the June 10 Council Meeting may include a discussion of the Larpenteur Avenue Sidewalk Project and a review of fines for payable offenses.

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.

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Work Session:

2430 Larpenteur Avenue Improvements

The Council discussed whether to demolish or repurpose the building. Public Works staff recommended using the building to store trucks and equipment to keep them out of the elements and limit exposure to theft. Public Works estimated it would take about \$2,000 in supplies to improve the structure for reuse.

The Mayor stated that Ahvo Taipale of Finn Sisu expressed interest in purchasing the lot and putting a franchise on the property. Butkowski added that the Council can put conditions on the sale of the property to get what the Council would like to see developed on the site.

Butkowski stated that Peter Jordan, co-owner of Corval at 1633 Eustis Street, spoke to staff about the retaining wall behind 2430 Larpenteur Avenue. Public Works staff determined there is no erosion coming from City property and there is no need at the present time for improvements. The issue will be monitored.

Community Development and Sanitary Sewer Lining Update

Butkowski stated the sanitary sewer lining repairs are just about completed. The company hired in 2013 to do the full length lining will be put on notice to come out and complete their portion of the project.

There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 8:25 p.m.

Respectfully submitted,



Kevin Kelly
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

June 10, 2014 City Council Meeting

Payroll

06/06/14 Payroll: Direct Deposit # 501813-501817 \$7,698.74

06/06/14 Payroll: Payroll Liabilities, e-payments 892E-894E \$7,659.56

Vendor Claims

06/10/14 Claims: Check #'s 22256-22276 \$74,860.24

SUBTOTAL \$90,218.54

Total Claims for Approval

\$90,218.54

CITY OF LAUDERDALE

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*Claim Register©

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JUNE 2014

| Claim Type | Direct | | | | | |
|------------------|-------------------|-----------------------------|----------------|----------|--------------|-------------------|
| Claim# | 4002 | NORTH STAR BANK, CHECKING S | Ck# 000892E | 6/4/2014 | | |
| Cash Payment | G 101-21703 | FICA WITHHOLDING. | 06/10/2014 | Payroll | | \$2,144.50 |
| | Invoice | | | | | |
| Cash Payment | G 101-21710 | SALES & USE TAX | 06/10/2014 | Payroll | | \$1,254.39 |
| | Invoice | | | | | |
| Transaction Date | 6/4/2014 | Due 0 | NORTH STAR CHE | 10100 | Total | \$3,398.89 |
| Claim# | 4003 | PERA | Ck# 000893E | 6/4/2014 | | |
| Cash Payment | G 101-21704 | PERA | 06/10/2014 | Payroll | | \$1,747.04 |
| | Invoice | | | | | |
| Transaction Date | 6/4/2014 | Due 0 | NORTH STAR CHE | 10100 | Total | \$1,747.04 |
| Claim# | 4004 | ICMA RETIREMENT TRUST - 457 | Ck# 000894E | 6/4/2014 | | |
| Cash Payment | G 101-21705 | ICMA RETIREMENT | 06/10/2014 | Payroll | | \$2,513.63 |
| | Invoice | | | | | |
| Transaction Date | 6/4/2014 | Due 0 | NORTH STAR CHE | 10100 | Total | \$2,513.63 |
| | Claim Type | Direct | | | Tota | \$7,659.56 |

| | |
|---------------------------------------|-------------------|
| Pre-Written Check | \$7,659.56 |
| Checks to be Generated by the Compute | \$0.00 |
| Total | \$7,659.56 |

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JUNE 2014

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| 10100 NORTH STAR CHECKING | | | | | |
| Paid Chk# | 022256 | 6/10/2014 | | AMERIPRIDE | |
| E 101-41200-201 | GENERAL SUPPLIES | | \$216.02 | | 2 Boxes of Paper Towels & 1 Box of Toilet Paper |
| | Total AMERIPRIDE | | \$216.02 | | |
| Paid Chk# | 022257 | 6/10/2014 | | CITY OF FALCON HEIGHTS | |
| E 101-42100-321 | FIRE CALLS | | \$457.68 | | 5/14 Fire Calls |
| | Total CITY OF FALCON HEIGHTS | | \$457.68 | | |
| Paid Chk# | 022258 | 6/10/2014 | | CITY OF ROSEVILLE | |
| E 101-41200-391 | TELEPHONE/PAGERS | | \$85.00 | | 6/14 IT & Phone Services |
| E 101-41200-306 | CONSULTING FEES | | \$635.67 | | 6/14 IT & Phone Services |
| | Total CITY OF ROSEVILLE | | \$720.67 | | |
| Paid Chk# | 022259 | 6/10/2014 | | CITY OF ST ANTHONY | |
| E 101-42100-319 | POLICE CONTRACT | | \$51,423.42 | | 6/14 Police Contract |
| | Total CITY OF ST ANTHONY | | \$51,423.42 | | |
| Paid Chk# | 022260 | 6/10/2014 | | CROIX OIL | |
| E 101-43000-212 | MOTOR FUELS | | \$287.95 | | 4/14 and 5/14 Motor Fuels |
| E 601-49000-212 | MOTOR FUELS | | \$61.70 | | 4/14 and 5/14 Motor Fuels |
| E 602-49100-212 | MOTOR FUELS | | \$61.70 | | 4/14 and 5/14 Motor Fuels |
| | Total CROIX OIL | | \$411.35 | | |
| Paid Chk# | 022261 | 6/10/2014 | | EUREKA RECYCLING | |
| E 203-50000-389 | RECYCLING CONTRACTOR | | \$2,373.86 | | 5/14 Recycling Contract |
| | Total EUREKA RECYCLING | | \$2,373.86 | | |
| Paid Chk# | 022262 | 6/10/2014 | | E-Z GUIDE PRODUCTS | |
| E 101-42100-202 | PERMENANT SUPPLIES | | \$1,069.25 | | Purchase of 65 Fire Hydrant Markers |
| | Total E-Z GUIDE PRODUCTS | | \$1,069.25 | | |
| Paid Chk# | 022263 | 6/10/2014 | | GLTC PREMIUM PAYMENTS | |
| G 101-21706 | HEALTH INSURANCE | | \$50.90 | | 6/14 Long Term Care Plan |
| | Total GLTC PREMIUM PAYMENTS | | \$50.90 | | |
| Paid Chk# | 022264 | 6/10/2014 | | GOPHER STATE ONE-CALL | |
| E 101-43400-386 | GOPHER STATE ONE CALL | | \$72.60 | | 5/14 Locates |
| | Total GOPHER STATE ONE-CALL | | \$72.60 | | |
| Paid Chk# | 022265 | 6/10/2014 | | HOME DEPOT CRC | |
| E 101-43000-228 | MISC REPAIRS MAINT SUPPLIE | | \$151.51 | | Street sign supports, grass and garden products |
| | Total HOME DEPOT CRC | | \$151.51 | | |
| Paid Chk# | 022266 | 6/10/2014 | | INFRASTRUCTURE TECHNOLOGIES | |
| E 407-48407-304 | ENGINEERING | | \$4,340.00 | | Televise and Root Cutting Sanitary Sewer - Eustis & Lake |
| | Total INFRASTRUCTURE TECHNOLOGIES | | \$4,340.00 | | |
| Paid Chk# | 022267 | 6/10/2014 | | KENNEDY & GRAVEN | |

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| E 101-41500-305 | LEGAL FEES - CIVIL | | \$701.76 | | 4/14 Legal Services |
| | Total KENNEDY & GRAVEN | | \$701.76 | | |
| <hr/> | | | | | |
| Paid Chk# 022268 | 6/10/2014 | KONICA MINOLTA | | | |
| E 101-41200-401 | COPIER CONTRACT | | \$203.65 | | 5/14 Copier Contract |
| | Total KONICA MINOLTA | | \$203.65 | | |
| <hr/> | | | | | |
| Paid Chk# 022269 | 6/10/2014 | LILLIE SUBURBAN NEWS | | | |
| E 101-41100-352 | PUBLIC INFO NOTICES | | \$40.00 | | Public Notice - Tobacco Ord. |
| | Total LILLIE SUBURBAN NEWS | | \$40.00 | | |
| <hr/> | | | | | |
| Paid Chk# 022270 | 6/10/2014 | MET-COUNCIL ENVIRONMENTAL SER. | | | |
| E 601-49000-387 | WATER TREATMENT SERVICE | | \$10,281.21 | | 7/14 waste water treatment |
| | otal MET-COUNCIL ENVIRONMENTAL SER. | | \$10,281.21 | | |
| <hr/> | | | | | |
| Paid Chk# 022271 | 6/10/2014 | ON SITE SANITATION | | | |
| E 101-45200-427 | PORTA POTTY RENTAL | | \$125.00 | | 5/14 Portable Restroom |
| | Total ON SITE SANITATION | | \$125.00 | | |
| <hr/> | | | | | |
| Paid Chk# 022272 | 6/10/2014 | RAMSEY COUNTY, PROP REC & REV | | | |
| G 101-21706 | HEALTH INSURANCE | | \$440.96 | | 6/14 Employee Insurance |
| E 101-41200-355 | MISC PRINTING/PROCESS SER | | \$25.00 | | 6/14 Employee Insurance |
| E 101-42100-355 | MISC PRINTING/PROCESS SER | | \$6.24 | | 5/14 800 MHz radio license & 911 Dispatch |
| E 101-42100-318 | 911 Dispatch | | \$1,172.88 | | 5/14 800 MHz radio license & 911 Dispatch |
| | Total RAMSEY COUNTY, PROP REC & REV | | \$1,645.08 | | |
| <hr/> | | | | | |
| Paid Chk# 022273 | 6/10/2014 | WASTE MANAGEMENT | | | |
| E 101-43000-384 | REFUSE DISPOSAL | | \$376.14 | | 6/14 PW Waste Refuse & 2 bulk item pick up |
| | Total WASTE MANAGEMENT | | \$376.14 | | |
| <hr/> | | | | | |
| Paid Chk# 022274 | 6/10/2014 | XCEL ENERGY, 2430 LARPENTEUR | | | |
| E 101-43000-381 | ELECTRIC | | \$11.87 | | 5/14 Utilities |
| | Total XCEL ENERGY, 2430 LARPENTEUR | | \$11.87 | | |
| <hr/> | | | | | |
| Paid Chk# 022275 | 6/10/2014 | XCEL ENERGY, CITY HALL | | | |
| E 101-43000-381 | ELECTRIC | | \$70.47 | | 5/14 City Utilities |
| E 101-45200-381 | ELECTRIC | | \$70.47 | | 5/14 City Utilities |
| E 101-43000-383 | GAS UTILITIES | | \$7.33 | | 5/14 City Utilities |
| E 101-45200-383 | GAS UTILITIES | | \$7.32 | | 5/14 City Utilities |
| | Total XCEL ENERGY, CITY HALL | | \$155.59 | | |
| <hr/> | | | | | |
| Paid Chk# 022276 | 6/10/2014 | XCEL ENERGY, STREET LIGHTING | | | |
| E 101-43000-380 | STREET LIGHT UTILITY | | \$32.68 | | 5/14 Bridge Lights |
| | Total XCEL ENERGY, STREET LIGHTING | | \$32.68 | | |
| | 10100 NORTH STAR CHECKING | | \$74,860.24 | | |

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Fund Summary

10100 NORTH STAR CHECKING

| | | | |
|---------------------------------|-------------|--|--|
| 101 GENERAL | \$57,741.77 | | |
| 203 RECYCLING | \$2,373.86 | | |
| 407 SEWER IMPROVEMENT | \$4,340.00 | | |
| 601 SEWER UTILITIES | \$10,342.91 | | |
| 602 STORM SEWER ENTERPRISE FUND | \$61.70 | | |
| | <hr/> | | |
| | \$74,860.24 | | |

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 10, 2014

ITEM NUMBER St. Anthony Police Contract

STAFF INITIAL _____



APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Based on your feedback and that of the Falcon Heights City Council, the concept of a five-year contract was revised. The contract is being termed a five-year contract but it is really written as five one-year contracts. Each city has until July 15 to notify the other of the intent to not continue the contract for the upcoming year. If that doesn't happen the contract would continue. That arrangement provides for some administrative streamlining and continuity.

The variety of contract reopeners we discussed previously were removed. I think everyone agreed they were somewhat hard to define and conceive of implementing in practice. They were replaced with one reopener which would allow the Council to reopen the contract if the cost of police services rose by more than 3% in any given year.

I am wondering if the newly revised draft contract is more palatable to the Council than the last one? I think it offers the City a number of outs but offers St. Anthony a better sense that Lauderdale and Falcon Heights want to continue the arrangement. I will bring back your feedback and comments to St. Anthony. Ideally, the contract will be ready for approval at the next meeting.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of _____, 2014 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF FALCON HEIGHTS, a municipal corporation under the laws of the State of Minnesota ("Falcon Heights"). The services to be performed under this Agreement will commence January 1, 2015.

I. PURPOSE

St. Anthony and Falcon Heights 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 Falcon Heights. 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 Falcon Heights. St. Anthony will provide feedback to the Falcon Heights 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 Falcon Heights 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 Falcon Heights with 24 hour police service, and will physically place a certified officer within the boundaries of Falcon Heights 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 Falcon Heights. In those instances stated above when an officer is not physically present in Falcon Heights, 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 Falcon Heights 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 Falcon Heights 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 Falcon Heights 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 Falcon Heights; 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 Falcon Heights City Hall to answer questions from, and provide information regarding police activities to Falcon Heights 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 Falcon Heights 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, Falcon Heights will pay St. Anthony an annual fee of \$634,386 for the year 2015, for the police service under this Agreement. St. Anthony and Falcon Heights shall establish the fee for the services for each subsequent year by each preceding June 15.

VI. METHOD OF PAYMENT

St. Anthony will bill Falcon Heights monthly for 1/12 of the annual fee, and Falcon Heights 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 Falcon Heights, its officers and employees harmless for any liability resulting from actions of a St. Anthony employee, volunteer or agent and shall defend Falcon Heights, 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 Falcon Heights 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 Falcon Heights 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

Falcon Heights 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 Falcon Heights under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Falcon Heights 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 Falcon Heights at the Falcon Heights City Hall, and Falcon Heights will have facilities available to the officers at Falcon Heights 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 Falcon Heights 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. Falcon Heights will not be required to furnish any fringe

benefits or assume any other liability of employment to any officer assigned to duty within Falcon Heights.

XIV. ENFORCEMENT POLICIES

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

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF FALCON HEIGHTS

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

XVI. OFFICERS OF FALCON HEIGHTS

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

XVII. OFFENSES

All offenses within Falcon Heights charged by police officers under this Agreement will be charged in accordance with Falcon Heights' 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 Falcon Heights Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Falcon Heights City Administrator.

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

XIX. PROSECUTION AND REVENUES

Falcon Heights 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 Falcon Heights. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2015 and will continue for a term of five years (until December 31, 2019), or until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Falcon Heights shall establish the fee for police services for each subsequent year by each preceding June 15. If such fee reflects an increase of 3 percent (3%) 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 Falcon Heights. 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 Falcon Heights may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Falcon Heights 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 Falcon Heights 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 Falcon Heights (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 FALCON HEIGHTS

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date: _____

Date: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 10, 2014

ITEM NUMBER Logo: city merchandise

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The current city t-shirts and polos were purchased in June of 2007. I don't know how many were ordered but the total cost was \$2,200. That is probably why the supply has lasted *forever*. Staff have been selling them at cost or below but they still don't move. We have well over 100 shirts left. This is partially due to the sizes remaining and the lack of interest in the embroidered polos. We will publish a "clearance sale" in the next newsletter to see if we can get rid of them. We will try selling them for a dollar or two.

Since the logo was finalized, staff started using it on letterhead and envelopes and most recently new greeting and business cards were order. It would be nice to have some t-shirts printed as well. I will put in an order (51 shirts) for a mix of men's and women's cut t-shirts in the next week or so. I plan to order the nicer textured shirts with the four-colored logo. We can sell them for cost, which would be around \$10.75/shirt.

My question for the Council is whether you would like other apparel to wear to city events? I can check into polos, hoodies, jackets... Items could be screen printed or embroidered. I wanted to see what you thought would be helpful to have.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:


**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 10, 2014

ITEM NUMBER Payable Offense Fines

STAFF INITIAL 

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I don't think it is a stretch to say that it has been decades since all of the cities payable fines were considered by the City Council. While many of the fines on the attached list are not used often, they should reflect a meaningful fine for when they are. Also attached is the fine schedule violators receive when they get a parking ticket. It shows the various fines set by cities throughout Ramsey County.

The snow emergency and animal fines have been raised over the years to \$40. I suggest leaving those alone unless the Council would like to make second and third animal offenses a stiffer penalty. My recommendation for parking fines regulated by city code is \$35 which would make us the same at Falcon Heights. Since Lauderdale and Falcon Heights are most similar in terms of greater use of on-street parking, I think that makes sense.

I am also looking for Council feedback on making nuisance violations, like rank growth, payable offenses. Right now, there are residents that only mow when staff send them a letter telling them they have rank growth. That results in a large waste of staff time. I presume that one warning letter putting residents on notice that they will receive citations for future offenses will put the onus on them to keep their grass cut and achieve better results. In discussing the issue with Katrina, she supported an escalating fee structure something to the effect of \$25 for the first offense, \$50 for the second, and \$100 for the third with citations being given every seven days. If the fines don't work, abatement is still an option.

In a similar vein, I am looking for Council feedback on "urban farming" issues that staff are receiving more complaints from. For example, straw bale gardening in front yards, lawns comprised of tall / unattractive "native plantings," the use of non-conventional containers for plants (think kids swimming pools), and exterior storage of the supplies that support these activities (think numerous compost bins, piles of dirt, stacks of pots, fencing etc.) The Council could set some parameters in city code or consider it the right of folks to do as they please on their property.

STAFF RECOMMENDATION:

Effective January 1, 2010

Fine amounts listed are for citations with a single offense

To determine the fine amount for a citation with multiple offenses, go to:
2ndwebpay.courts.state.mn.us
 or call 651-266-9202

Parking Violations Limited Fine Schedule For Citations With One Offense *Payment of a fine in any amount is a plea of guilty*

Amount includes mandatory state and county imposed parking surcharges of \$13.00 or traffic surcharges of \$81.00.

| | |
|---|----------|
| Expired Meter - St. Paul..... | \$ 33.00 |
| Parked Where Signs Prohibit - St. Paul..... | 33.00 |
| Limited Park Zone - St. Paul..... | 38.00 |
| No Parking Anytime - St. Paul..... | 33.00 |
| Parked Over 48 Hours - St. Paul..... | 38.00 |
| Parked Within 20 feet of a Crosswalk..... | 33.00 |
| Expired Meter - University of Minnesota..... | 23.00 |
| No Permit - University of Minnesota..... | 28.00 |
| Fire Lane - New Brighton..... | 38.00 |
| Fire Lane - All Other Cities (except Falcon Heights)..... | 33.00 |
| No Parking 2 AM - 6 AM - Maplewood..... | 28.00 |
| Falcon Heights All Parking (except U/M)..... | 48.00 |
| Parked Within 30 Feet of a Traffic Control Signal..... | 33.00 |
| Handicapped Zone - St. Paul Ordinance 157.17..... | 281.00 |
| Handicapped Zone - Minnesota Statute 169.346.1.1..... | 281.00 |
| Expired Registration/Expired Tabs..... | 111.00 |
| One Plate Missing..... | 111.00 |
| Insecure/Illegible/Obstructed Plate or Tabs..... | 111.00 |
| Snow Emergency - St. Paul..... | 53.00 |
| Lauderdale..... | 53.00 |
| Falcon Heights..... | 48.00 |
| All other cities..... | 38.00 |

Hennepin City
 \$32 / \$42

* Fines Are Subject To Change Without Notice *

Violations Bureau Locations

- St. Paul Court**
 Room 130 Courthouse
 15 West Kellogg Boulevard
 St. Paul, MN 55102
- Law Enforcement Center (no hearing officer)**
 125 Grove Street
 St. Paul, MN 55101
- Suburban Court**
 2050 White Bear Avenue
 Maplewood, MN 55109
- Office Hours:** 8:00 AM - 4:30 PM - Monday-Friday
hearing Officers: Available by Appointment Only
 Call 651-266-9202 for locations and hours

Robin 651-266-9625

To pay your fine by credit card or e-check, wait 10 days then go to:
2ndwebpay.courts.state.mn.us

To pay your fine by phone using a credit card, wait 10 days, then call:
 651-266-9202

Have your citation number available
 MNNA - (151) 911-1975

| Short Description | Long Description | Fine |
|----------------------|---|------|
| Dog at large | Dog at large | 40 |
| BARKING DOG | Barking dog nuisance | 40 |
| PRK OBSTR MAIL DELIV | No person shall park a vehicle so as to obstruct the pickup and delivery of mail by postal employees | 15 |
| PRK WHEN/WHERE PROH | Park a vehicle upon any street/hwy at times when, and in locations where, such parking is prohibited | 15 |
| PK-UNPAVED SURF/PUB | No person shall drive or park on an unpaved surface in any city park on on any public land | 15 |
| TIME LIMIT/TRK PRKG | No truck over 2 tons shall be parked on any street for more than 90 minutes, or the time necessary to load/unload truck | 15 |
| TRAILER PK ST >3 DYS | House trailer/mobile home/rec veh/vac or boat trailer parked on street in excess of 3 consecutive days (or 30 days/yr) | 15 |
| PKG RESTR/FRNT YARD | Parking in front yard limited to driveway or parking space and veh under 20 ft or 1 ton | 15 |
| SIDE/BACK YARD | Parking in side/back yard limited to veh currently lic. and operable, under 20 ft or 1 ton, and on space accessed by driveway | 15 |
| BOULEVARD | Park on boulevard | 15 |
| VEHICLE PKD > 3 DAYS | Vehicle parked on street in excess of 3 consecutive days | 15 |
| FIRE LANE | Fire lane | 20 |
| HINDER ACC/FIRE HYD | Hinder access to fire hydrant or fire appliance | 20 |