

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, JULY 10, 2012
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 June 26, 2012, City Council Meeting
- c. Claims Totalling \$93,803.25

4. CONSENT

- a. Park Applications
- b. Proclamation Policy
- c. Appointing of 2012 Election Judges

5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

6. INFORMATIONAL PRESENTATIONS / REPORTS

- a. Music under the Trees

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. No Fault Sewer Backup Insurance Options
- b. Tennis Court Repair Claim
- c. Resident Concern Regarding Previous Alley Improvements at 1843 Malvern Street
- d. Boulevard Tree Discussion

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. 2013 Budget Discussion
- b. Open Burning Ordinance
- c. Rental Housing License Ordinance

FILE

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 Design Discussion

13. ADJOURNMENT

Mayor Dains called the City Council meeting to order at 7:34 p.m.

Councillors present: Mary Gaasch, Lara Mac Lean, and Mayor Jeff Dains.
Councillors absent: Roxanne Grove and 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. The Council offered no changes to the agenda. Councilor Mac Lean moved to approve the agenda. Councilor Gaasch seconded the motion and it passed unanimously.

Councilor Gaasch moved to approve the June 12, 2012, City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Mac Lean moved approval of the claims totaling \$23,794.55. Councilor Gaasch seconded the motion and it passed unanimously.

Councilor Gaasch moved to approve the consent agenda acknowledging the May finances and approving the Contractor Safety Policy. Councilor Mac Lean seconded the motion and it passed unanimously.

Jenny Winkelman, Education and Outreach Manager of the Mississippi Watershed Management Organization (MWMO), invited the Council to their annual training on the Mississippi River. The Council would learn about the work of the MWMO, discuss the impact of land use practices on the River, and meet elected officials from the cities of Fridley, Columbia Heights, and Hilltop who have become members of the MWMO recently. This training opportunity will be held aboard the Minneapolis Queen Paddleboat on Tuesday, July 31.

Discussion Items:

Butkowski researched how other cities approached issuing proclamations. She prepared a draft policy based on the City of Eagan's policy. The Council discussed issuing proclamations only if they are focused on a city service. The example included references to resolutions. Butkowski will remove those and bring the revised policy to the next meeting for Council approval.

August 14 is primary election day and the date of a regularly scheduled council meeting. The Council discussed changing the meeting date as staff will be overseeing the election.

Councilor Gaasch moved to change the August 14 council meeting to August 15 at 7:30 p.m. Councilor Mac Lean seconded the motion and it passed unanimously.

The City purchases insurance through the League of Minnesota Cities Insurance Trust (LMCIT). Currently, they only pay out sewer backup claims if the City is at fault for the backup. The City may also purchase a no-fault policy which would provide guaranteed coverage even if the City was not at fault. No fault coverage pays out to homeowners who don't have individual insurance policies which cover sewer backups.

The cost to the City for the no-fault insurance would be around \$650.00 to \$700.00 a year for \$10,000 worth of coverage. The costs could be budgeted for out of the Sanitary Sewer Enterprise Fund. All claims are subject to a \$500 deductible paid by the City.

The Council tabled a vote on no-fault sewer backup insurance until the full Council could be present.

The City's insurance policies run from August to August. Historically, the City has chosen a \$2,500 deductible for workers compensation claims to lower the cost. Butkowski asked the Council to consider what they would like to do this year based on the information presented. Each year the Council must also decide whether they want to waive the tort liability limits established by state law. The Council has never waived them.

Councilor Gaasch moved not to waive the limits on municipal tort liability established by Minnesota State 466.04 and purchase worker's compensation from LMCIT based on the \$2,500 deductible. Councilor Mac Lean seconded the motion and it passed unanimously.

At the last meeting, the Council discussed charging for the use of city tables and chairs by Lauderdale residents in order to begin replacing damaged tables and chairs. Butkowski presented different cost scenarios for rentals. The Council decided to charge \$0.75 per chair and \$4.00 per table. Those rental amounts were below market rate rental costs.

Councilor Mac Lean moved to charge Lauderdale residents and businesses \$0.75 per chair and \$4.00 per table for rental of city property. Councilor Gaasch seconded the motion and is passed unanimously.

Kallie Nelson, Lauderdale resident and Girl Scout, addressed the Council. She explained her work on environmental projects that earned her the Gold Award, Girl Scouts' highest honor. Councilor Mac Lean read the certificate of recognition presented by the Council to Kallie. The Council thanked Kallie for her hard work.

Agenda items for the July 10 Council meeting include a discussion on a city logo and boulevard trees.

Mayor Dains explained the Council was moving into the work session. Work sessions are a continuation of the meeting but not aired on community television.

The Mayor asked if anyone present wished to address the Council. No one came forward to address the Council.

Chief John Ohl of the City of Saint Anthony Police Department (SAPD) addressed the Council regarding the future police contract with the City of Saint Anthony. Ohl stated the contract with the SAPD has been in place for 18 years. Since 2007, the City has contracted with the SAPD for 24 hour policing. The Council and Ohl discussed the financial constraints which the City and residents have been under with state aid cuts and the economic downturn. Butkowski, Ohl, and the Council discussed how one year contracts do not lend to a stable situation for the City or SAPD. It was suggested that multi-year contracts with opt-out clauses may give the cities the flexibility to respond to cuts in aid while making smart planning decisions. The Chief, Council, and staff will continue to work toward a contract solution that works for both parties.

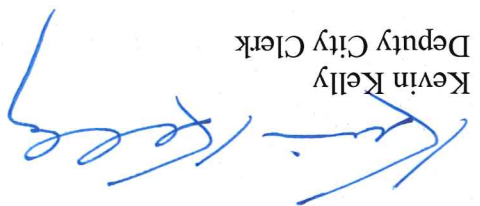
Ralph Mikel, 1843 Malvern Street, had previously asked the Council to consider paying him \$1,620 to pave the area between his garage and the alley. He believes the garage has suffered damage due to the alley improvement project in 2003. The city engineer inspected the area and felt the slope was within typical road/alley side limits and didn't require concrete to hold the earth in place. He felt the asphalt deterioration was due to other issues. The Council tabled the discussion until the next meeting when all council members could be present.

The city engineer also looked at the alley by 1786 Walnut Street. He said the storm sewer drain could not be extended further north to help with drainage as it is already very shallow. He felt the Mikel's could make other improvements to help with the drainage issues. First, they could build a berm to redirect rain. The neighbors are at higher elevations so it would not impact them. He also recommended repositioning rain gutters and building a swale along the southern property line. The city engineer will also meet with the Mikel's to discuss options. Butkowski will relay this information back to the owners and report back to the Council as needed.

The City looked into re-siting some of the playground equipment at Community Park. The equipment was designed to create separate space for toddlers. Changing the layout would bring the young children into conflict with the older children. The equipment was also laid out to meet safe use zone requirements. Changes to the placement of the playground equipment might result in use zone infractions. The Council did not take action on a redesign of the park equipment.

There being no further business on the council agenda, Councilor Mac Lean moved to adjourn the meeting. Councilor Gaasch seconded the motion and it carried. The meeting adjourned at 9:22 p.m.

Respectfully submitted,


Kevin Kelly
Deputy City Clerk

**CITY OF LAUDERDALE
CLAIMS FOR APPROVAL**

July 10, 2012 City Council Meeting

Payroll	07/06/12 Payroll: Direct Deposit # 501401-501405	\$7,403.62
	07/06/12 Payroll: Payroll Liabilities, e-payments #680E-682E	\$5,815.73
Vendor Claims	07/10/12 Claims: Check #'s 21282-21300, #683E	\$80,583.90
		SUBTOTAL
		\$93,803.25

Total Claims for Approval	\$93,803.25
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Check Detail Register

CITY OF LAUDERDALE

JULY 2012

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk# 000683E 7/6/2012 US BANK, DEBT SERVICES

E 304-47400-611 BOND INTEREST

Total US BANK, DEBT SERVICES \$5,377.50

Paid Chk# 002182 7/10/2012 BARR ENGINEERING CO.

E 601-49000-327 OTHER SERV- SEWER/NPDES I \$1,811.66

Total BARR ENGINEERING CO. \$1,811.66

Paid Chk# 002183 7/10/2012 CITY OF ROSEVILLE

E 101-41200-391 TELEPHONE/PAGERS \$95.40

E 101-41200-306 CONSULTING FEES \$398.75

Total CITY OF ROSEVILLE \$494.15

Paid Chk# 002184 7/10/2012 CITY OF ST ANTHONY

E 101-42100-319 POLICE CONTRACT \$49,672.42

Total CITY OF ST ANTHONY \$49,672.42

Paid Chk# 002185 7/10/2012 DAN MACKERMAN

E 101-43400-442 MISC \$304.06

Total DAN MACKERMAN \$304.06

Paid Chk# 002186 7/10/2012 GOPHER STATE ONE-CALL

E 101-43400-386 GOPHER STATE ONE CALL \$62.35

Total GOPHER STATE ONE-CALL \$62.35

Paid Chk# 002187 7/10/2012 KELLY, KEVIN

E 101-41100-331 TRAVEL EXPENSE \$114.45

Total KELLY, KEVIN \$114.45

Paid Chk# 002188 7/10/2012 KENNEDY & GRAVEN

E 101-41500-305 LEGAL FEES - CIVIL \$48.00

Total KENNEDY & GRAVEN \$48.00

Paid Chk# 002189 7/10/2012 KONICA MINOLTA

E 101-41200-401 COPIER CONTRACT \$252.10

Total KONICA MINOLTA \$252.10

Paid Chk# 002190 7/10/2012 MET-COUNCIL ENVIRONMENTAL SER.

E 601-49000-387 WATER TREATMENT SERVICE \$9,765.51

Total MET-COUNCIL ENVIRONMENTAL SER. \$9,765.51

Paid Chk# 002191 7/10/2012 MN DEPT OF LABOR AND INDUSTRY

E 101-43400-443 SURCHARGE REPORT \$226.80

Total MN DEPT OF LABOR AND INDUSTRY \$226.80

Paid Chk# 002192 7/10/2012 NORTH STAR BANK, CHECKING STMT

E 101-41200-440 MEETING EXPENSES \$20.95

E 101-41200-534 OFFICE FURNITURE \$147.06

Rainbow - Water for City Mfgs. Desk Chair & Office Paper

Check Detail Register

CITY OF LAUDERDALE

JULY 2012

Check Amt Invoice Comment

E 201-45600-440	MEETING EXPENSES	\$17.00	
E 101-41100-440	MEETING EXPENSES	\$56.84	
E 101-41200-201	GENERAL SUPPLIES	\$35.96	
E 101-41200-203	POSTAGE	\$5.75	
Total NORTH STAR BANK, CHECKING STMT		\$283.56	
Paid Chk# 002193	ON SITE SANITATION		
E 101-45200-427	PORTA POTTY RENTAL	\$106.87	
Total ON SITE SANITATION		\$106.87	
Paid Chk# 002194	POSTMASTER - NEWSLETTER		
E 101-41200-203	POSTAGE	\$500.00	
Total POSTMASTER - NEWSLETTER		\$500.00	
Paid Chk# 002195	PRISCILLA THOMAS		
E 201-45600-369	MUSIC UNDER THE TREES	\$200.00	
Total PRISCILLA THOMAS		\$200.00	
Paid Chk# 002196	RAMSEY COUNTY, PROP REC & REV		
E 101-42100-442	MISC	\$6.24	
G 101-21706	HEALTH INSURANCE	\$429.15	
E 101-41200-355	MISC PRINTING/PROCESS SER	\$25.00	
E 101-42100-318	911 Dispatch	\$1,010.43	
Total RAMSEY COUNTY, PROP REC & REV		\$1,470.82	
Paid Chk# 002197	VEIT		
E 601-49000-327	OTHER SERV-SEWER/NPDES I	\$9,479.24	
Total VEIT		\$9,479.24	
Paid Chk# 002198	WASTE MANAGEMENT		
E 101-43000-384	REFUSE DISPOSAL	\$174.72	
Total WASTE MANAGEMENT		\$174.72	
Paid Chk# 002199	XCEL ENERGY, CITY HALL		
E 101-43000-383	GAS UTILITIES	\$30.40	
E 101-43000-381	ELECTRIC	\$177.73	
Total XCEL ENERGY, CITY HALL		\$208.13	
Paid Chk# 002200	XCEL ENERGY, STREET LIGHTING		
E 101-43000-380	STREET LIGHT UTILITY	\$31.56	
Total XCEL ENERGY, STREET LIGHTING		\$31.56	
10100	NORTH STAR CHECKING	\$80,583.90	

*Check Detail Register®

CITY OF LAUDERDALE

JULY 2012

Check Amt Invoice Comment

Fund Summary

10100 NORTH STAR CHECKING	
101 GENERAL	\$53,932.99
201 COMMUNITY EVENTS	\$217.00
304 03 ST/UTIL IMP DEBT SERVICE	\$5,377.50
601 SEWER UTILITIES	\$21,056.41
	<hr/>
	\$80,583.90

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	July 10, 2012	ITEM NUMBER	City Park Application	STAFF INITIAL	KK	APPROVED BY ADMINISTRATOR	
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Action Requested	
Consent	<input checked="" type="checkbox"/>
Public Hearing	<input type="checkbox"/>
Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City received applications for use of the Park from two groups. Each group expects more than 30 people to attend. Per city ordinance, council approval is required. The application is attached for your review.

Peace Lutheran is seeking a reservation for the use of the Park Shelter from 4:00-10:00 p.m. on Thursday, July 26. They expect 50 attendees.

Twin Cities Chinese Christian Church is also seeking a reservation for use of the Park Shelter on August 25 from 12-4:00 p.m. They expect 30-40 attendees.

OPTIONS:

- (A) Approve the requests to use the park.
 (B) Do not approve the requests.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves use of Lauderdale City Park for July 26.

COUNCIL ACTION:

1891 Walnut Street • Lauderdale • Minnesota 55113
Phone: (651) 792-7650 Fax: (651) 631-2066

City of Lauderdale

RESIDENT APPLICATION FOR USE OF COMMUNITY PARK

APPLICANT INFORMATION:

Name: Peace Lutheran Church Address: 1744 Walnut St

City: Lauderdale State: MN Zip: 55113 Telephone No.: 612-268-6711

Name of Organization (if applicable): Peace Lutheran Church

PARK USE INFORMATION:

Date of Picnic Shelter Use: 7-26-12 Hours Used: 4-10 pm

* Number attending: 50 * Note: Groups of 30 or more must receive council approval

Other park facilities may be reserved (circle all that apply):

Ball Field / East or West Tennis Court / East or West Basketball Court / Hours Used:

Volleyball Court / Paved Hockey Rink (Summer) / Ice Skating Rink (Winter) Hours Used:

(Winter Skating Rinks can only be reserved from 9-10 p.m. when open skating ends at 9 p.m.)

BY SIGNING THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING:

- The applicant will clean up the area after the event has occurred. Please bring your own garbage bags and take garbage with you when you go.
- The park facilities may not be used for advertisement of products, goods, or services, or for personal profit. The proposed event may not unreasonably interfere with the general public use of the park, or with the safe and orderly movement of traffic on streets surrounding the park.
- The applicant is aware of a parking lot on Roselawn Avenue which includes spaces for people with disabilities.
- The applicant understands that the park opens at 8 a.m. and closes at 10 p.m.
- The applicant understands that no intoxicating liquor may be present or consumed at the park.
- The applicant agrees to carry a copy of the approved application form with them as proof of reservation.
- If the applicant experiences problems with the facilities, the applicant shall contact City Hall during office hours, or Ramsey County Dispatch after hours at 651-767-0640.
- The applicant understands that the renter/users of Lauderdale park facilities at all times indemnify, defend, and hold harmless the City of Lauderdale, Minnesota, its officers, employees, and contractors from and against any and all claims, damages, losses, and expenses of whatever nature, including attorney fees, in any manner connected with, related to, or as a result of any actions or inaction associated with the usage of rental of Lauderdale facilities. Furthermore, renter/users may be required to provide a certificate of insurance naming the City as an additional insured.

Applicant's Signature

Applicant's Printed Name

Date

[Signature]

Paul Geffner

6-25-12

FOR OFFICE USE ONLY:

Date Application Received: 6-25-2012

Approved By: *[Signature]*

Fees Received: *114* Check #: _____ Receipt #: _____

Damage Deposit Check #: _____

Temporary Non-Intoxicating Liquor License Granted? *114* If so, date Council granted: _____

NON-RESIDENT APPLICATION FOR USE OF COMMUNITY PARK

APPLICANT INFORMATION:

Name: Greg Carter Address: 935 Windermer Court
 City: Plymouth State: MN Zip: 55441 Telephone No.: 612/245-0667
 Name of Organization (if applicable): Twin Cities Chinese Christian Church

PARK USE INFORMATION:

Date of Park Use: 8/25/12 Hours Used: 12-4 PM
 * Number attending: 30-40 * Note: Groups of 30 or more must receive council approval

Picnic Shelter Fees (Note: Fees are non-refundable within 15 business days of date of reservation)
 4 Hours: \$21.43 (\$20 + 7.125% Tax), All Day: \$37.49 (\$35 + 7.125% Tax), plus \$50 Damage Deposit

\$71.43

BY SIGNING THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING:

- The applicant will clean up the area after the event has occurred. Please bring your own garbage bags and take the garbage with you when you go.
- The park facilities may not be used for advertisement of products, goods, or services, or for personal profit.
- The event may not unreasonably interfere with the general public use of the park, or with the safe and orderly movement of traffic on streets surrounding the park.
- The applicant is aware of the parking lot on Roselawn Avenue, which includes spaces for people with disabilities.
- The applicant understands that the park opens at 8 a.m. and closes at 10 p.m.
- The applicant understands that no intoxicating liquor may be present or consumed at the park.
- The applicant agrees to carry a copy of the approved application form with them as proof of reservation.
- If the applicant experiences problems with the facilities, the applicant shall contact City Hall during office hours or Ramsey County Dispatch after hours at 651-767-0640.
- If the applicant is unable to use the facility due to inclement weather, applications for refunds must be made within 15 days of the date of the reservation.
- The applicant understands that the renter/users of Lauderdale park facilities at all times indemnify, defend, and hold harmless the City of Lauderdale, its officers, employees, and contractors from and against any and all claims, damages, losses, and expenses of whatever nature, including attorney fees, in any manner connected with, related to, or as a result of any actions or inaction associated with the usage of rental of Lauderdale facilities. Furthermore, renter/users may be required to provide a certificate of insurance naming the City as an additional insured.

Applicant's Signature

Applicant's Printed Name

Date

[Signature]

Greg Carter

8/22/12

FOR OFFICE USE ONLY:

Date Application Received: 6-25-2012 Approved By: WLC
 Fees Received: Check #: _____ Receipt #: _____ Damage Deposit Check #: 1369
 Temporary Non-Intoxicating Liquor License Granted? _____ If so, date Council granted: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____

Public Hearing _____

Discussion _____

Action _____

Resolution _____

Work Session _____

Meeting Date July 10, 2012

ITEM NUMBER _____

Proclamation Policy _____

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Since the last meeting, I tweaked the proclamation policy so there are no references to resolutions. If you would like to add anything to the policy, let me know in advance and I will draft another version for council consideration at the next meeting.

OPTIONS:

Amend, adopt, or table the Proclamation Policy.

STAFF RECOMMENDATION:

Motion to adopt the Proclamation Policy as presented.

COUNCIL ACTION:

**CITY OF LAUDERDALE
Proclamations Policy**

I. PURPOSE AND NEED FOR THE POLICY

It is the view of the Lauderdale City Council that the City must be consistent in its practice of considering proclamations.

II. POLICY

It is the policy of the City of Lauderdale that the City Council will only consider proclamations that pertain specifically to City of Lauderdale local government service delivery. Consideration of proclamations will take place at regularly scheduled City Council meetings and will be included on the City Council meeting agenda.

III. RESPONSIBILITY

The Mayor and City Administrator will review requests for proclamations to determine if there is a direct correlation to local government service delivery. If the proclamation does pertain to City of Lauderdale local government service delivery, the City Administrator shall include the proclamation on a regular City Council agenda.

The final decision on whether to consider or approve a proclamation ultimately lies with the City Council.

IV. AUTHORITY

This Proclamation Policy was authorized by the City Council at the July 10, 2012 City Council meeting.

Signed: _____ Mayor
Date: _____

Signed: _____ City Administrator-Clerk
Date: _____

LAUDERDALE COUNCIL ACTION FORM

Action Requested	Consent	<input checked="" type="checkbox"/>
	Public Hearing	<input type="checkbox"/>
	Discussion	<input type="checkbox"/>
	Action	<input type="checkbox"/>
	Resolution	<input type="checkbox"/>
	Work Session	<input type="checkbox"/>

Meeting Date	July 10, 2012	
ITEM NUMBER	Appoint Election Judges	
STAFF INITIAL	KK	
APPROVED BY ADMINISTRATOR		

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:
 Below are individuals who are serving as election judges for the 2012 Primary and General elections. Election judges must be appointed by the City Council. Many of these election judges have faithfully performed their election judge duties for many years and there are some new residents on the list. Karen Doherty will be the new Head Election Judge this year.

Returning Judges		
Bowe, Donna	Bownik, Jim	Doherty, Karen
Gorden, Eleanor	James, Ginny	Mangan, Gayle
Mennie, Bernadette	Sventek, Mary Jane	Sundeen, Karen
Wisn, Crystal	Simons, Hans	

New Judges		
Cierzan, Lisa	Mieloch, Tony	Picard, Peju

Applicants no longer need to declare a party affiliation to be a judge but the City must follow rules for maintaining party balance. Party affiliation is not public information, but we have the required representation.


Judges must attend a two-hour training session every two years as required by State Law. The city supplies breakfast, lunch, and dinner and judges are paid \$8.00 per hour for training and on election day (\$9.00 for the head judge).

OPTIONS:

STAFF RECOMMENDATION:
 By approving the consent agenda, the City Council approves the 2012 election judges listed above for the 2012 primary and general elections.

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	July 10, 2012	ITEM NUMBER	No Fault Insurance
STAFF INITIAL		APPROVED BY ADMINISTRATOR	_____

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council discussed whether to apply for "no fault" sewer back up insurance at the last meeting and tabled the discussion until all council members could be present.

Starting in 2000, cities had the option of purchasing "no fault" sewer back up insurance through the League of Minnesota Cities Insurance Trust. As the insurance policy is up for renewal in August, I thought it was an appropriate time to discuss whether the City would like to apply. In brief, the City can purchase insurance to cover sewer back up claims in which the city was not negligent (subject to the city's \$500 deductible and capped at \$250,000). The specifics are in the following packet. The cost is based on the deductible selected but approximately \$650/year for \$10,000 in coverage; \$770/year for \$25,000 in coverage; and \$960/year for \$40,000 in coverage. In essence, all sewer users pay a little each year for the benefit of some coverage in the event of a back up. The sewer back up insurance is secondary to homeowners' policies and limited by the exclusions outlined (like huge rain events).
 Pros: Some insurance coverage if someone has a back up and they don't carry their own insurance.
 Cons: Additional cost of the policy and each claim is subject to city paid \$500 deductible.

OPTIONS:

Discuss whether this is something the Council would like to apply for. If so, I will let LMCT know. The City has to complete paperwork to apply for the coverage but I don't see why the City would be denied.

STAFF RECOMMENDATION:

COUNCIL ACTION:



CONNECTING & INNOVATING
SINCE 1913

RISK MANAGEMENT INFORMATION OPTIONAL "NO-FAULT" SEWER BACKUP COVERAGE

The League of Minnesota Cities Insurance Trust (LMCIT) offers property/casualty member cities "no-fault" sewer backup coverage. This optional coverage will reimburse a property owner for clean-up costs and damages resulting from a city sewer backup or from a city water main break, irrespective of whether the backup was caused by city negligence.

The "no-fault" sewer backup coverage option is intended to:

- Reduce health hazards by encouraging property owners to clean-up backups as quickly as possible.
- Reduce the frequency and severity of sewer backup lawsuits (i.e. property owners may be less inclined to sue if they receive conciliatory treatment at the time of the backup).
- Give cities a way to address the sticky political problems that can arise when a property owner learns the city and LMCIT won't reimburse for sewer backup damages because the city wasn't negligent and therefore not legally liable.

Many cities and their citizens may find this coverage option to be a helpful tool. However, it's also important to realize it's not a complete solution to sewer backup problems, and not every possible backup will be covered.

Which sewer backups are covered?

The "no-fault" coverage would reimburse the property owner for sewer backup damages or water main breaks, regardless of whether the city was legally liable, if the following conditions are met:

- The backup must have resulted from a condition in the city's sewer system or lines. A backup caused by a clog or other problem in the property owner's own line would not be covered.
- It's not a situation that is specifically excluded in the coverage.
- The coverage limit has not been exceeded.

Which situations are excluded?

The "no-fault" coverage will not apply in several "catastrophic" type situations. Specifically, these are:

This material is provided as general information and is not a substitute for legal advice. Consult your attorney for advice concerning specific situations.

LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST

145 UNIVERSITY AVE. WEST PHONE: (651) 281-1200
ST. PAUL, MN 55103-2044 TOLL FREE: (800) 925-1122 FAX: (651) 281-1298
WEB: WWW.LMC.ORG

Sewer Toolkit
Other Resources - 14

- Any event, weather-related or otherwise, for which FEMA assistance is available;
- Any interruption in the electric power supply to the city's sewer system or to any city sewer lift station which continues for more than 72 hours; or
- Rainfall or precipitation that exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.

What costs would be covered?

The coverage would reimburse the property owner for the cost of cleaning up the backup, and for any damage to the property, up to the coverage limit. For purposes of the city's deductibles, claims under the no-fault coverage are treated as liability claims, so the same per-occurrence and/or annual deductibles will apply.

However, there are certain costs that would not be reimbursed under the no-fault coverage:

- Any costs which have been or are eligible to be covered under the property owner's own homeowner's or other property insurance; and
- Any costs that would be eligible to be reimbursed under an NFIP flood insurance policy, whether or not the property owner actually has NFIP coverage.

What is the coverage limit?

The basic limit is \$10,000 per building per year. The city also has options to purchase additional limits of \$25,000 or \$40,000 per building. For purposes of the limit, a structure or group of structures that is served by a single connection to the city's sewer system will be considered a single building.

Only true "no-fault" claims are counted toward the limit. Claims for damages caused by city negligence, for which the city would be legally liable in any case, are not charged against that limit.

What does it cost?

The premium charge is a percentage of the city's municipal liability premium:

- 8.5% for the \$10,000 limit;
- 10.0% for the \$25,000 limit; or
- 12.5% for the \$40,000 limit.

Because the LMCT Board's intent is that this coverage be self-supporting, charges will be continually monitored and, if necessary, adjusted in the future.

Is every city automatically eligible?

No. To be eligible, the city must meet these underwriting criteria:

Second, the law and facts surrounding most sewer backup claims are rarely so clear that the liability issue is entirely black and white. There's virtually always a way that a claimant's attorney can make some type of argument for city liability. Having this coverage in place should help eliminate the need to spend public funds on litigation costs in many of these cases.

That's clearly a public purpose and in the public interest.

First, as noted earlier, one goal is to help reduce health hazards by encouraging prompt clean-ups.

What's the legal basis for this coverage? Wouldn't it be a gift of public funds to pay for damages the city isn't legally liable for?

The same would be true for damages that exceed the \$10,000 no-fault limit, or for a subrogation claim against the city by the homeowner's insurance company. The city's existing LMCT liability would respond just as it does now.

If the situation isn't one where the "no-fault" coverage applies, the city's LMCT liability defend the claim on the city's behalf, and would pay the resulting damages if in fact the city is legally liable for those damages.

How would the "no-fault" coverage work if a sewer backup was caused by city negligence, and where the city was legally liable for the resulting damages?

When establishing these criteria, the goal of LMCT was to focus on reasonableness rather than on creating specific standards. The intent isn't to set an arbitrary requirement that sewers be inspected and cleaned every six months, every three years, every five years, etc. What makes sense in one city with some older and sometimes sagging clay lines probably wouldn't make sense in a city with newer plastic lines, and vice versa. From the underwriting standpoint, the real concern is that the city has considered its own situation and developed policies, practices, and schedules that make sense for its own situation.

More Information
For assistance in developing sewer policies, practices, and schedules, please see the Sewer Toolkit.

- The city must have a policy and practice of inspecting and cleaning its sewer lines on a reasonable schedule.
- If there are any existing problems in the city's system which have caused backups in the past or are likely to cause backups, the city must have and be implementing a plan to address those problems.
- The city must have a system and the ability to respond promptly to backups or other sewer problems at any time of the day or week.
- The city must have in place an appropriate program to minimize stormwater inflow and infiltration.
- The city must have in place a system to maintain records of routine sewer cleaning and maintenance, and of any reported problems and responses.

Finally, part of the process for putting the coverage in place is for the city council to pass a formal resolution that makes this no-fault sewer backup protection part of the agreement between the city and the sewer customer. The idea is that by paying their sewer bill, the sewer user is purchasing not just sewer services but also the right to be reimbursed for certain specified sewer backup costs and damages. In other words, the basis for the no-fault payments to the property owner would be the contract between the city and the sewer user.

How do we put coverage in place?

Contact your LMCT underwriter for an application. If the city qualifies for coverage, we'll send the city a formal quote, along with a model resolution. To put coverage in place, the city council must formally pass that resolution, and send a copy to LMCT.

If the city decides to add this coverage, it will also be important to make sure citizens know about it. LMCT can also provide models for a press release, newsletter article, utility bill insert, etc.

What if we decide to discontinue the coverage sometime in the future?

Make sure your agent notifies your LMCT underwriter. In addition, it's important to let your citizens know if and when the coverage is discontinued. The council should formally rescind the resolution that made the no-fault sewer backup protection part of the agreement between the city and the sewer customer.

Pete Tritz 07/11

Your League Resource
Contact your LMCT underwriter at 651-281-1200 or 800-925-1122 for more information about the "no-fault" sewer backup coverage.

COMPREHENSIVE MUNICIPAL COVERAGE

No-Fault Sewer Back-up and Water Main Break Coverage Endorsement (\$10,000 Limit)

Section I, Coverage A, Municipal Liability Coverage, is amended to include no-fault sewer back-up and water main break coverage as outlined below.

I. No-fault sewer back-up coverage

a. If all of the following four conditions are met, *LMCIT* will pay for claims presented by the city for *sewer back-up damage* to property of others which was not caused by city negligence:

(1) The sewer back-up resulted from a condition in the city's sewer system;

(2) The sewer back-up was not the result of an obstruction or other condition in sewer pipes or lines which are not part of the city's sewer system or which are not owned or maintained by the city; and

(3) The sewer back-up was not caused by or related to a *catastrophic incident*.

(4) The date of the *occurrence* giving rise to the claim for *damages* must be on or after the retroactive date shown on this endorsement.

b. However, *LMCIT* will not pay for any *damages* or expenses:

(1) Which are or would be covered under a National Flood Insurance Program flood insurance policy, whether or not such insurance is in effect; or

(2) For which the property owner has been reimbursed or is eligible to be reimbursed by any homeowners' or other property insurance.

2. No-fault water main break coverage.

LMCIT will pay for claims presented by the city for *water main break damage* to property of others which was not caused by city negligence. But *LMCIT* will not pay for any *damages* or expenses for which the property owner has been or is eligible to be reimbursed by any homeowners' or other property insurance.

3. Definitions

For purposes of this endorsement, the following definitions apply.

a. *Catastrophic incident* means any of the following:

(1) Any weather-related or other event for which FEMA (Federal Emergency Management Administration) assistance is available;

(2) Any interruption in the electric power supply to the city's sewer system or to any city sewer lift station which continues for more than 72 hours; or

(3) Rainfall of precipitation which exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.

b. Sewer back-up damage means damage to property, including removal and clean-up costs, resulting from a sewer back-up.

c. Water main break damage means damage to property, including removal and clean-up costs, resulting from the rupture of a city water main, line, or pipe.

4. Limits

a. LMCIT will not pay more than \$10,000 for sewer back-up damage to any building under this endorsement, regardless of the number of occurrences or the number of claimants. For purposes of this limit

(1) A structure or group of structures served by a single connection to the city's sewer system is considered a single building.

(2) If a single structure is served by more than one connection to the city's sewer system, the portion of the structure served by each respective connection is considered a separate building.

b. LMCIT will not pay more than \$10,000 for water main break damage to any claimant, regardless of the number of occurrences or the number of properties affected.

c. LMCIT will not pay more than \$250,000 for water main break damage resulting from any single occurrence. All water main break damage which occurs during any period of 72 consecutive hours is deemed to result from a single occurrence.

If the total water main break damage for all claimants in a single occurrence exceeds \$250,000, the reimbursement to each claimant will be calculated as follows:

(1) A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual damages or \$10,000.

(2) The sum of the preliminary reimbursement figures for all claimants will be calculated.

(3) Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing \$250,000 by the sum of all claimants' preliminary reimbursement figures.

5. Deductibles

The amount LMCIT pays for sewer back-up damages or water main break damage under this endorsement is subject to the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible if any shown in the Common Coverage Declarations.

For purposes of the Municipal Liability Deductible, all claims for sewer back-up damages which are covered under this endorsement, which occur within a 72 hour period, and which result from or are related to the same condition or conditions in the city's sewer system are deemed to be a single occurrence; and water main break damage which is covered under this endorsement and which occurs during any period of 72 consecutive hours is deemed to be a single occurrence.

6. Retroactive Date

The retroactive date for this endorsement is _____.

All other terms and conditions remain unchanged.

COMPREHENSIVE MUNICIPAL COVERAGE

No-Fault Sewer Back-up and Water Main Break Coverage Endorsement (\$25,000 Limit)

Section I, Coverage A, Municipal Liability Coverage, is amended to include no-fault sewer back-up and water main break coverage as outlined below.

1. No-fault sewer back-up coverage

a. If all of the following four conditions are met, *LMCIT* will pay for claims presented by the city for *sewer back-up damage* to property of others which was not caused by city negligence:

- (1) The sewer back-up resulted from a condition in the city's sewer system;
- (2) The sewer back-up was not the result of an obstruction or other condition in sewer pipes or lines which are not part of the city's sewer system or which are not owned or maintained by the city; and
- (3) The sewer back-up was not caused by or related to a *catastrophic incident*.

(4) The date of the *occurrence* giving rise to the claim for *damages* must be on or after the retroactive date shown on this endorsement.

b. However, *LMCIT* will not pay for any *damages* or expenses:

- (1) Which are or would be covered under a National Flood Insurance Program flood insurance policy, whether or not such insurance is in effect; or
- (2) For which the property owner has been reimbursed or is eligible to be reimbursed by any homeowners' or other property insurance.

2. No-fault water main break coverage.

LMCIT will pay for claims presented by the city for *water main break damage* to property of others which was not caused by city negligence. But *LMCIT* will not pay for any *damages* or expenses for which the property owner has been or is eligible to be reimbursed by any homeowners' or other property insurance.

3. Definitions

For purposes of this endorsement, the following definitions apply.

a. *Catastrophic incident* means any of the following:

- (1) Any weather-related or other event for which FEMA (Federal Emergency Management Administration) assistance is available;

- (2) Any interruption in the electric power supply to the city's sewer system or to any city sewer lift station which continues for more than 72 hours; or
- (3) Rainfall of precipitation which exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.

- b. Sewer back-up damage means damage to property, including removal and clean-up costs, resulting from a sewer back-up.
- c. Water main break damage means damage to property, including removal and clean-up costs, resulting from the rupture of a city water main, line, or pipe.

4. Limits

- a. LMCT will not pay more than \$25,000 for sewer back-up damage to any building under this endorsement, regardless of the number of occurrences or the number of claimants. For purposes of this limit
- (1) A structure or group of structures served by a single connection to the city's sewer system is considered a single building.
- (2) If a single structure is served by more than one connection to the city's sewer system, the portion of the structure served by each respective connection is considered a separate building.

- b. LMCT will not pay more than \$25,000 for water main break damage to any claimant, regardless of the number of occurrences or the number of properties affected.

- c. LMCT will not pay more than \$250,000 for water main break damage resulting from any single occurrence. All water main break damage which occurs during any period of 72 consecutive hours is deemed to result from a single occurrence.

If the total water main break damage for all claimants in a single occurrence exceeds \$250,000, the reimbursement to each claimant will be calculated as follows:

- (1) A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual damages or \$25,000.
- (2) The sum of the preliminary reimbursement figures for all claimants will be calculated.
- (3) Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing \$250,000 by the sum of all claimants' preliminary reimbursement figures.

5. Deductibles

The amount LMCT pays for sewer back-up damages or water main break damage under this endorsement is subject to the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible if any shown in the Common Coverage Declarations.

For purposes of the Municipal Liability Deductible, all claims for *sewer back-up damages* which are covered under this endorsement, which occur within a 72 hour period, and which result from or are related to the same condition or conditions in the city's sewer system are deemed to be a single *occurrence*; and *water main break damage* which is covered under this endorsement and which occurs during any period of 72 consecutive hours is deemed to be a single *occurrence*.

6. Retroactive Date

The retroactive date for this endorsement is _____.

All other terms and conditions remain unchanged.

COMPREHENSIVE MUNICIPAL COVERAGE

No-Fault Sewer Back-up and Water Main Break Coverage Endorsement (\$40,000 Limit)

Section I, Coverage A, Municipal Liability Coverage, is amended to include no-fault sewer back-up and water main break coverage as outlined below.

1. No-fault sewer back-up coverage

a. If all of the following four conditions are met, *LMCIT* will pay for claims presented by the city for *sewer back-up damage* to property of others which was not caused by city negligence:

(1) The sewer back-up resulted from a condition in the city's sewer system;

(2) The sewer back-up was not the result of an obstruction or other condition in sewer pipes or lines which are not part of the city's sewer system or which are not owned or maintained by the city; and

(3) The sewer back-up was not caused by or related to a *catastrophic incident*.

(4) The date of the *occurrence* giving rise to the claim for *damages* must be on or after the retroactive date shown on this endorsement.

b. However, *LMCIT* will not pay for any *damages* or expenses:

(1) Which are or would be covered under a National Flood Insurance Program flood insurance policy, whether or not such insurance is in effect; or

(2) For which the property owner has been reimbursed or is eligible to be reimbursed by any homeowners' or other property insurance.

2. No-fault water main break coverage.

LMCIT will pay for claims presented by the city for *water main break damage* to property of others which was not caused by city negligence. But *LMCIT* will not pay for any *damages* or expenses for which the property owner has been or is eligible to be reimbursed by any homeowners' or other property insurance.

3. Definitions

For purposes of this endorsement, the following definitions apply.

a. *Catastrophic incident* means any of the following:

(1) Any weather-related or other event for which FEMA (Federal Emergency Management Administration) assistance is available;

(2) Any interruption in the electric power supply to the city's sewer system or to any city sewer lift station which continues for more than 72 hours; or

(3) Rainfall of precipitation which exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.

b. Sewer back-up damage means damage to property, including removal and clean-up costs, resulting from a sewer back-up.

c. Water main break damage means damage to property, including removal and clean-up costs, resulting from the rupture of a city water main, line, or pipe.

4. Limits

a. LMCIT will not pay more than \$40,000 for sewer back-up damage to any building under this endorsement, regardless of the number of occurrences or the number of claimants. For purposes of this limit

(1) A structure or group of structures served by a single connection to the city's sewer system is considered a single building.

(2) If a single structure is served by more than one connection to the city's sewer system, the portion of the structure served by each respective connection is considered a separate building.

b. LMCIT will not pay more than \$40,000 for water main break damage to any claimant, regardless of the number of occurrences or the number of properties affected.

c. LMCIT will not pay more than \$250,000 for water main break damage resulting from any single occurrence. All water main break damage which occurs during any period of 72 consecutive hours is deemed to result from a single occurrence.

If the total water main break damage for all claimants in a single occurrence exceeds \$250,000, the reimbursement to each claimant will be calculated as follows:

(1) A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual damages or \$40,000.

(2) The sum of the preliminary reimbursement figures for all claimants will be calculated.

(3) Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing \$250,000 by the sum of all claimants' preliminary reimbursement figures.

5. Deductibles

The amount LMCIT pays for sewer back-up damages or water main break damage under this endorsement is subject to the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible if any shown in the Common Coverage Declarations.

For purposes of the Municipal Liability Deductible, all claims for sewer back-up damages which are covered under this endorsement, which occur within a 72 hour period, and which result from or are related to the same condition or conditions in the city's sewer system are deemed to be a single occurrence; and water main break damage which is covered under this endorsement and which occurs during any period of 72 consecutive hours is deemed to be a single occurrence.

6. Retroactive Date

The retroactive date for this endorsement is _____.

All other terms and conditions remain unchanged.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____

Public Hearing _____

Discussion X

Action X

Resolution _____

Work Session _____

Meeting Date July 10, 2012

ITEM NUMBER Tennis Court Repair

STAFF INITIAL [Signature]

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff contacted the company (Court Surfaces and Repair) that originally surfaced the tennis court to see how the graffiti could be removed or covered. The contractor said he was busy and we weren't getting timely responses so I asked Jim to research other options. Last week, public works noticed that part of the court had been painted. The original court contractor completed the work on Monday. He repainted and restriped the half of the court that had graffiti and crack sealed the entire court. It looks great. The only issue is that the work wasn't preauthorized. He submitted a bill for \$1,150. This amount doesn't seem out of line for the work performed and the crack sealing was due to be done.

OPTIONS:

Decide whether to pay the claim

STAFF RECOMMENDATION:

Motion to pay Court Surfaces and Repair \$1,150 for work performed on the tennis courts.

COUNCIL ACTION:

Court Surfaces & Repair
 16215 Yalta STNE Ham
 Lake, MN 55304

Bill To

City of Lauderdale
 Attn: Jim Bownik
 jim.bownik@ci.lauderdale.mn.us


Date	6/29/2012
Invoice #	724

Invoice

P.O. No.	Terms	Project	Due in 21 days	
Quantity	Description	Rate	Amount	
	Clean & Prep, Fill Cracks with Backer Rod Foam as Needed, Apply Rubberized Color Crack Filler, Repaint White Lines Crossed. Crack & graffiti repair at Lauderdale Community Park, all work complete 6-25-12.	1,150.00	1,150.00	
	Payment due within 21 days of invoice date, subject to 7.5% late fee.			
			Total	
			\$1,150.00	

Thank you for your business. Total

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	July 10, 2012	ITEM NUMBER	1843 Malvern Alley
		STAFF INITIAL	
		APPROVED BY ADMINISTRATOR	

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Ralph Mikel, 1843 Malvern Street:
 At the May 22 council meeting, Mr. Mikel claimed that his garage has deteriorated because a concrete wall was not constructed during the alley improvement project in 2003 to protect the structure. He asked the Council for \$1,620 to install a 6 x 45' concrete section between his garage and the alley.

Staff met with the city engineer (Darren Amundsen) last week to look at Mikel's garage. Amundsen felt the slope was within typical road/alley side limits. Staff noted the top of the slope adjacent to the garage remained the same elevation as prior to the project as evidenced by the same pre-alley project plantings. Given the site observations and pre-project information from the city staff, he failed to see the link between the garage and driveway conditions and the alley paving project.

At the last meeting, the Council discussed the item but tabled action until the full Council could be present.

OPTIONS:

Motion to deny or approve Mr. Mikel's request for \$1,620 to add a section of concrete between his garage and the alley.

STAFF RECOMMENDATION:

COUNCIL ACTION:

Schahn Construction, LLC

7910 Vernon Street
 Rockford, MN 55373
 (763) 477-5562

Bid Number

Name:

Painter from University - Dad's place

Address:

1843 Malvern Street

City, State, Zip:

St. Paul, MN 55113

Home Number:

Cell Number:

Work Site: same as above

Work Detail

\$1,620.00	6 x 45 ft concrete apron (side of garage on alley)
\$3,036.00	23 x 22 ft concrete driveway
\$350.00	Pour concrete slab inside garage by doors. (2 ft x 22 ft)
\$700.00	Tear out existing driveway and remove
\$5,706.00	TOTAL

Falling town - acorn filler 1 foot
 Tear out posts.
 Floor cracking


603-1740

RALPH BARRIS MIKEL

3/21/2012

Date

LAUDERDALE COUNCIL ACTION FORM

	Meeting Date	July 10, 2012	
	ITEM NUMBER	Boulevard Trees	
	STAFF INITIAL		
	APPROVED BY ADMINISTRATOR		

	Action Requested
	Consent
	Public Hearing
	Discussion
	Action
	Resolution
	Work Session

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Councilor Gaasch recently asked for clarification of city code regarding boulevard trees. She has a boulevard tree she would like to remove and city code has conflicting information. In city code section 7-2-1, the city administrator can permit someone to establish or remove a plant from the boulevard. In the next section, it says only the council can permit someone to remove a planting. Additionally, this section conflicts with the Right-of-Way Management ordinance which permits anyone to plant in the boulevard so long as plantings are not planted deeper than twelve inches. Staff would like to integrate the ordinance regulating plantings on public property with the shade tree disease ordinance to create a new shade tree ordinance that includes the necessary updates regarding Emerald Ash Borer and other plant diseases.

In order for staff to begin working on the ordinance, the Council would need to provide staff direction on two items:

1. Does the Council want to allow individuals to plant flowers and gardens in the boulevard (anything less than 12 inches deep)?
2. Does the Council think residents should be allowed to remove boulevard trees? If so, are there conditions on this (such as council approval, have to pay the expense, etc)?

Context:

The city's long-standing practice has been that property owners cannot remove boulevard trees; the city maintains them and removes them when they die. This is standard practice in most cities. Because the boulevard areas are not large and have many utilities running through them (fiber, cable TV, natural gas, water, phone, sewer, and electric), the City eliminated its boulevard tree program years ago. This means the City is no longer planting new boulevard trees. Once the existing trees die, there will be no more trees in the boulevards.

CHAPTER 2

PLANTINGS ON PUBLIC PROPERTY¹

SECTION:

7-2-1: Compliance Required

7-2-2: Plantings

7-2-3: Nonconforming Plantings

7-2-4: Penalty

7-2-1: COMPLIANCE REQUIRED:

7-2-4

No person, except employees of the City in the performance of their duties in connection with the maintenance and improvements of City property, shall trim, cut, remove, pick, injure, mark, deface, disfigure, break, alter, plant, maintain or make use of any tree, bush, flower or other plant growth, wild or cultivated, or any rock, mineral or soil on any City property, park, public right-of-way, boulevard or public easement without the express written permission of the City Administrator. (Ord. 67, 11-15-1977)

7-2-2: PLANTINGS:

The City Council shall, by resolution, determine the plant species and the locations where plants may be planted on public property. Adjacent property owners may plant trees in accordance with the Council determination. Any tree so planted becomes the property of the City and may be maintained or removed at the sole discretion of the City Council. (Ord. 67, 11-15-1977)

7-2-3: NONCONFORMING PLANTINGS:

No plant shall be planted on City property which is not in conformity with the species and location requirements of the City without prior approval of the City Council. Any nonconforming plant planted with Council consent becomes the property of the City and may be maintained or removed at the sole discretion of the City Council.

7-2-4: PENALTY:

Any person violating the provisions of this Chapter is guilty of a misdemeanor and upon conviction, may be subject to penalty as provided in Section 1-4-1 of this Code.

print trees in
e property of
the Council.
7-2-4

¹ M.S.A. § 412.221, subd. 8.

History of Amendments Since Codification: 5/10/05.

Nothing herein shall be construed to repeal or amend the provisions of a City ordinance permitting persons to plant or maintain boulevard plantings or gardens or in the area of right of way between their property and the street curb. Persons planting or maintaining boulevard plantings or gardens shall not be deemed to use or occupy the right of way, and shall not be required to obtain any

C.

No person may construct, install, repair, remove, relocate, or perform any other work on, or use any equipment or any part thereof located in any right of way without first being registered with the City.

B.

The performance and restoration bond required in this Section, and in subsections 7-8-10B, 7-8-13B2, and 7-8-32A2c of this Chapter, shall be in an amount determined in the City's sole discretion, sufficient to serve as security for the full and complete performance of the obligations under this Chapter, including any costs, expenses, damages, or loss the City pays or incurs because of any failure to comply with this Chapter or any other applicable laws, regulations or standards. During periods of construction, repair or restoration of rights of way or equipment in rights of way, the performance and restoration bond shall be in an amount sufficient to cover one hundred percent (100%) of the estimated cost of such work, or in documented by the person proposing to perform such work, or in such lesser amount as may be determined by the City, taking into account the amount of equipment in the right of way, the location and method of installation of the equipment, the conflict or interference of such equipment with the equipment of other persons, and the purposes and policies of this Chapter. Sixty (60) days after completion of the work, the performance and restoration bond may be reduced in the sole determination of the City.

Each person which occupies, uses, or seeks to occupy or use, the right of way or any equipment located in the right of way, including by lease, sublease or assignment, or who has, or seeks to have, equipment located in any right of way must register with the City. Registration will consist of providing application information to and as required by the City, paying a registration fee, and posting a performance and restoration bond.

A.

REGISTRATION, BONDING AND RIGHT-OF-WAY OCCUPANCY:

7-8-4:

right-of-way permits, and the ordinances related thereto. The City may delegate any or all of the duties hereunder. (Ord., 12-9-1997)

A. The information provided to the City at the time of registration shall include, but not be limited to:

7-8-7: REGISTRATION INFORMATION:

7-8-6: FRANCHISE; FRANCHISE SUPREMACY: The City may, in addition to the requirements of this Chapter, require any person which has or seeks to have equipment located in any right of way to obtain a franchise to the full extent permitted by law, now or hereinafter enacted. The terms of any franchise which are in direct conflict with any provision of this Chapter, whether granted prior or subsequent to enactment of this Chapter, shall control and supersede the conflicting terms of this Chapter; provided, however, that requirements relating to insurance, bonds, penalties, security funds, letters of credit, indemnification or any other security in favor of the City may be cumulative in the sole determination of the City or unless otherwise negotiated by the City and the franchisee. All other terms of this Chapter shall be fully applicable to all persons whether franchised or not. (Ord., 12-9-1997)

B. The grant of right in subsection A of this Section, is expressly conditioned on, and is subject to, the police powers of the City, continuing compliance with all provisions of law now or hereinafter enacted, including this Chapter as it may be from time to time amended and, further, is specifically subject to the obligation to obtain any and all additional required authorizations, whether from the City or other body or authority. (Ord., 12-9-1997)

A. Any person required to register under Section 7-8-4 of this Chapter, which occupies, uses, or places its equipment in the right of way, is hereby granted a right to do so if and only so long as it: 1) timely pays all fees as provided herein, and 2) complies with all other requirements of law.

7-8-5: RIGHT TO OCCUPY RIGHTS OF WAY; PAYMENT OF FEES:

permits or satisfy any other requirements for planting or maintaining such boulevard plantings or gardens under this Chapter. However, excavations deeper than twelve inches (12") are subject to the permit requirements of Section 7-8-9 of this Chapter. (Ord., 12-9-1997)

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent _____

Public Hearing _____

Discussion _____

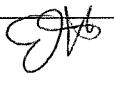
Action _____

Resolution _____

Work Session _____

Meeting Date July 10, 2012

Item Number City Logo

Staff Initial 

Approved by Administrator _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A couple of months ago staff put an article in the newsletter asking if any residents were interested in helping design a logo for the City. We received a couple of drawings the Council previously looked at and an offer from Colleen Dolphin to work on a design. Colleen grew up in Lauderdale and now works as a graphics designer. I invited her to the meeting to discuss the logo design process. She said her designs range in price from \$150—\$1,000 depending on the time and revisions involved. After meeting with Colleen we can discuss how the Council would like to proceed.

Between now and the meeting she suggested the Council consider the following questions:

Do you have any specific imagery in mind for your logo?

Any color preferences?

Will there be a tag line to go along with "City of Lauderdale" in the logo?

What logos appeal to you, including other City logos, and why?

Where will you logo be used?

Would you eventually like any additional design services (i.e. business cards, letterhead, etc.)

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION: