

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, FEBRUARY 22, 2011
LAUDERDALE CITY HALL, 1891 WALNUT STREET**

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

1. **CALL THE MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the February 8, 2011, City Council Meeting
 - c. Claims Totaling \$43,942.36
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA**

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.

5. **CONSENT**
 - a. 2011 HVAC and Rental Housing Licenses
6. **SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS**
7. **INFORMATIONAL PRESENTATIONS / REPORTS**
8. **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.

9. DISCUSSION / ACTION ITEMS

- a. Resolution 022211A – A Resolution Amending the Mississippi Watershed Management Organization Joint Powers Agreement
- b. Post Audit Transfers and Resolution 022211B – A Resolution Authorizing the Transfer of TIF Funds to the 2002 Debt Service Fund
- c. Purchase of a Replacement Mower
- d. Ordinance Title 1, Chapter 5 Revisions

10. ITEMS REMOVED FROM THE CONSENT AGENDA

11. ADDITIONAL ITEMS

12. SET AGENDA FOR NEXT MEETING

- a. Annual Presentation by Police Chief Ohl
- b. Recreation Agreement with City of Roseville
- c. Annual SWPPP Presentation – April 26

13. WORK SESSION

- a. Police Contract Renewal

14. ADJOURNMENT

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

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February 8, 2011

Mayor Dains called the City Council meeting to order at 7:35 p.m.

Councilors present: Mary Gaasch, Roxanne Grove, Denise Hawkinson, Lara Mac Lean, and Mayor Jeff Dains. Councilors absent: none.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator.

Mayor Dains asked for changes to the meeting agenda. There being none, **Councilor Mac Lean moved to approve the agenda. Councilor Hawkinson seconded the motion and it passed unanimously.**

Councilor Hawkinson moved to approve the January 25, 2011, City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Mac Lean moved approval of the claims totaling \$66,055.74. Councilor Gaasch seconded the motion and it passed unanimously.

Mayor Dains asked if anyone in attendance wished to address the Council. Harvey Skow, 1931 Carl Street, addressed the Council. He questioned the city's prosecuting attorney's opinion that the city's civil attorney did not make false statements.

Mayor Dains said the attorney provided her opinion and there was nothing further to discuss. Councilor Gaasch thanked Skow for his comments but noted that he had exceeded the time allotted for public input.

Mayor Dains asked if councilors wished to remove items from the consent agenda. There being no one, **Councilor Hawkinson moved the consent agenda item: 2011 HVAC and garbage hauler licenses. Councilor Mac Lean seconded the motion and it passed unanimously.**

Bownik reported on preparation of a CDBG grant application for playground equipment. In order to submit the application, the Council must adopt a resolution in support of the project.

Councilor Gaasch moved to adopt Resolution 020811A – A Resolution Authorizing Application for CDBG Funds for Phase II Playground Improvements at Lauderdale Community Park. Councilor Mac Lean seconded the motion and it passed unanimously.

Previously, the Council discussed whether to hire a consultant to prepare market research for a municipal liquor store in Lauderdale. Staff solicited two quotes. One quote was for a full report totaling \$6,500. The other group offered to perform the research and report back to the Council

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without writing a full report for \$2,300. If the Council moved ahead with the project or financing, a full report would be drafted.

Councilor Hawkinson moved to hire Bonestroo to perform market research for a municipal liquor store in Lauderdale at a cost of \$2,300. Councilor Mac Lean seconded the motion and it passed unanimously.

Last year the Council hired Bonestroo to help rewrite the City's zoning ordinance in response to changes in the Comprehensive Plan. Shortly thereafter, a court decision left doubt as to whether cities can issue variances. In light of this, staff felt the Council should discuss whether they want to continue the revision process or wait until the legislature reaches a decision.

Councilor Hawkinson moved to table the ordinance update until the end of the legislative session unless the legislature clarifies city zoning and variance authority first. Councilor Mac Lean seconded the motion and it passed unanimously.

The City Council discussed the status of the Park and Community Involvement Committee (PCIC) as the committee has not been able to maintain full membership recently. The Council also discussed the extent to which staff time is needed to supplement volunteer time. The Council and staff discussed ways that may cut down on the overall amount of time needed for city events and changing them to reflect the interests of the community. Staff said they would prepare a survey for the next newsletter and discuss the Council's ideas with the PCIC.

Butkowski reviewed the preliminary agenda for the next meeting, which included a discussion of the upcoming police contract renewal and purchase of a replacement tractor.

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

The Council discussed ordinance Title 1, Chapter 5 regarding city officials. The Council discussed the need to tweak the ordinance to reflect the way the Council conducts business. This included a discussion of the best time for which to allow public comment. Staff will update the ordinance based on suggestions and bring it to the next meeting for further discussion.

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 8:44 p.m.

Respectfully submitted,



Heather Butkowski
City Administrator

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

February 22, 2011 City Council Meeting

<u>Payroll</u>	
02/18/11 Payroll: Direct Deposit # 501126-501138	\$7,790.28
02/18/11 Payroll: Payroll Liabilities, e-payments 528E-531E	\$6,837.12
<u>Vendor Claims</u>	
02/22/11 Claims: Check #'s 20614-20636	\$29,314.96
SUBTOTAL	\$43,942.36

Total Claims for Approval	\$43,942.36
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\$43,942.36

\$43,942.36

CITY OF LAUDERDALE

02/18/11 9:58 AM

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Payments

Current Period: FEBRUARY 2011

Batch Name	021811pyroll	Computer Dollar Amt	\$6,837.12	Posted	
Refer	1926 NORTH STAR BANK, CHECKING S	Ck# 000528E	2/18/2011		
Cash Payment	G 101-21703 FICA WITHHOLDING.		2/18/11 payroll		\$1,667.82
Invoice					
Cash Payment	G 101-21701 FEDERAL TAXES		2/18/11 payroll		\$1,022.05
Invoice					
Transaction Date	2/18/2011	Due 0	NORTH STAR CHEC 10100	Total	\$2,689.87
Refer	1927 PERA	Ck# 000529E	2/18/2011		
Cash Payment	G 101-21704 PERA		2/18/11 payroll		\$1,357.76
Invoice					
Transaction Date	2/18/2011	Due 0	NORTH STAR CHEC 10100	Total	\$1,357.76
Refer	1928 ICMA RETIREMENT TRUST - 457	Ck# 000530E	2/18/2011		
Cash Payment	G 101-21705 ICMA RETIREMENT		2/18/11 payroll		\$1,821.30
Invoice					
Transaction Date	2/18/2011	Due 0	NORTH STAR CHEC 10100	Total	\$1,821.30
Refer	1929 MN DEPARTMENT OF REVENUE	Ck# 000531E	2/18/2011		
Cash Payment	G 101-21702 STATE WITHHOLDING		2/11 payroll		\$968.19
Invoice					
Transaction Date	2/18/2011	Due 0	NORTH STAR CHEC 10100	Total	\$968.19
Fund Summary				BATCH Total	\$6,837.12
	10100 NORTH STAR CHECKING				
101			\$6,837.12		
			\$6,837.12		

Pre-Written Checks	\$6,837.12
Checks to be Generated by the Compute	\$0.00
Total	\$6,837.12

CITY OF LAUDERDALE
***Check Detail Register©**

FEBRUARY 2011

			Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk#	020614	2/22/2011	CINTAS		
E	602-49100-425	CLOTHING	\$41.54	470595652	pw clothing
E	601-49000-425	CLOTHING	\$41.53	470599179	pw clothing
Total CINTAS			\$83.07		
Paid Chk#	020615	2/22/2011	CITY OF FALCON HEIGHTS		
E	101-42100-321	FIRE CALLS	\$1,781.04		1/11 fire calls
Total CITY OF FALCON HEIGHTS			\$1,781.04		
Paid Chk#	020616	2/22/2011	CITY OF ROSEVILLE		
E	101-41200-306	CONSULTING FEES	\$453.33		2/11 IT services
E	101-41200-391	TELEPHONE/PAGERS	\$95.40		2/11 phone services
Total CITY OF ROSEVILLE			\$548.73		
Paid Chk#	020617	2/22/2011	CROIX OIL		
E	101-43000-212	MOTOR FUELS	\$184.39		1/11 motor fuel
E	602-49100-212	MOTOR FUELS	\$39.51		1/11 motor fuel
E	601-49000-212	MOTOR FUELS	\$39.51		1/11 motor fuel
Total CROIX OIL			\$263.41		
Paid Chk#	020618	2/22/2011	EUREKA RECYCLING		
E	203-50000-389	RECYCLING CONTRACTOR	\$1,546.18		1/11 recycling
Total EUREKA RECYCLING			\$1,546.18		
Paid Chk#	020619	2/22/2011	HOME DEPOT CRC		
E	101-45200-201	GENERAL SUPPLIES	\$23.15		grinder blades
Total HOME DEPOT CRC			\$23.15		
Paid Chk#	020620	2/22/2011	LILLIE SUBURBAN NEWS		
E	101-41200-352	PUBLIC INFO NOTICES	\$108.00		1/11 publishings - summary budget
E	101-41100-352	PUBLIC INFO NOTICES	\$31.50		1/11 publishings - council schedule
Total LILLIE SUBURBAN NEWS			\$139.50		
Paid Chk#	020621	2/22/2011	MAMA		
E	101-41200-308	TRAINING\CONFERENCES	\$20.00		2/11 luncheon meeting
Total MAMA			\$20.00		
Paid Chk#	020622	2/22/2011	MET-COUNCIL ENVIRONMENTAL SER.		
E	601-49000-387	WATER TREATMENT SERVICE	\$11,217.61		3/11 wastewater treatment
otal MET-COUNCIL ENVIRONMENTAL SER.			\$11,217.61		
Paid Chk#	020623	2/22/2011	MINNESOTA GFOA		
E	101-41200-438	DUES & SUBSCRIPTIONS	\$60.00		hb '11 annual dues
Total MINNESOTA GFOA			\$60.00		
Paid Chk#	020624	2/22/2011	NORTH SUBURBAN ACCESS CORP		
E	202-49500-327	OTHER SERV- SEWER/NPDES I	\$709.29		4q10 webstreaming/programming

CITY OF LAUDERDALE
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FEBRUARY 2011

		Check Amt	Invoice	Comment
Total NORTH SUBURBAN ACCESS CORP		\$709.29		
Paid Chk#	020625	2/22/2011	NORTH SUBURBAN COMMUNICATIONS	
E	202-49500-329	CABLE FRANCHISE FEE	\$4,888.14	2011 contribution to NSCC
tal NORTH SUBURBAN COMMUNICATIONS			\$4,888.14	
Paid Chk#	020626	2/22/2011	ONE CALL CONCEPTS	
E	101-43400-386	GOPHER STATE ONE CALL	\$105.00	'11 user fee
Total ONE CALL CONCEPTS			\$105.00	
Paid Chk#	020627	2/22/2011	PUBLIC EMPLOYEES INS PROGRAM	
G	101-21706	HEALTH INSURANCE	\$1,499.10	3/11 health benefits
Total PUBLIC EMPLOYEES INS PROGRAM			\$1,499.10	
Paid Chk#	020628	2/22/2011	RAMSEY COUNTY, PROP REC & REV	
G	101-21706	HEALTH INSURANCE	\$378.74	2/11 insurance benefits
E	101-41200-355	MISC PRINTING/PROCESS SER	\$20.00	2/11 insurance benefits
E	101-43000-313	SNOW & ICE REMOVAL	\$3,553.60	1/11 snowplowing
Total RAMSEY COUNTY, PROP REC & REV			\$3,952.34	
Paid Chk#	020629	2/22/2011	SAM'S CLUB	
E	201-45600-375	WINTER EVENT	\$65.54	Snow*Commotion supplies
Total SAM'S CLUB			\$65.54	
Paid Chk#	020630	2/22/2011	SPRINT PCS	
E	601-49000-391	TELEPHONE/PAGERS	\$17.88	1/11 public works cell phone
E	101-43000-391	TELEPHONE/PAGERS	\$35.75	1/11 public works cell phone
E	602-49100-391	TELEPHONE/PAGERS	\$17.87	1/11 public works cell phone
Total SPRINT PCS			\$71.50	
Paid Chk#	020631	2/22/2011	ST PAUL REGIONAL WATER SERVICE	
E	101-43000-382	WATER	\$13.62	4q10 water - City Hall
E	601-49000-382	WATER	\$13.62	4q10 water - PW Garage
E	101-45200-382	WATER	\$97.61	4q10 water - warming house
otal ST PAUL REGIONAL WATER SERVICE			\$124.85	
Paid Chk#	020632	2/22/2011	SUBURBAN RATE AUTHORITY	
E	101-41100-438	DUES & SUBSCRIPTIONS	\$200.00	'11 membership - 1st half
Total SUBURBAN RATE AUTHORITY			\$200.00	
Paid Chk#	020633	2/22/2011	UNIVERSITY OF MINNESOTA	
E	101-43000-308	TRAINING\CONFERENCES	\$165.00	'11 dh shade tree seminar
Total UNIVERSITY OF MINNESOTA			\$165.00	
Paid Chk#	020634	2/22/2011	XCEL ENERGY, CITY HALL	
E	101-43000-383	GAS UTILITIES	\$446.42	1/11 city hall gas
E	101-43000-381	ELECTRIC	\$223.12	1/11 city hall electric
Total XCEL ENERGY, CITY HALL			\$669.54	

CITY OF LAUDERDALE
***Check Detail Register©**

FEBRUARY 2011

		Check Amt	Invoice	Comment
<hr/>				
Paid Chk#	020635	2/22/2011	XCEL ENERGY, PARK & GARAGE	
E 101-43000-383	GAS UTILITIES		\$137.28	1/11 pw and warming house electric/ga:
E 101-45200-383	GAS UTILITIES		\$137.28	1/11 pw and warming house electric/ga:
E 101-43000-381	ELECTRIC		\$153.87	1/11 pw and warming house electric/ga:
E 101-45200-381	ELECTRIC		\$153.87	1/11 pw and warming house electric/ga:
Total XCEL ENERGY, PARK & GARAGE			\$582.30	
<hr/>				
Paid Chk#	020636	2/22/2011	XCEL ENERGY, STREET LIGHTING	
E 101-43000-380	STREET LIGHT UTILITY		\$599.67	1/11 street & bridge lights
Total XCEL ENERGY, STREET LIGHTING			\$599.67	
10100 NORTH STAR CHECKING			\$29,314.96	

Fund Summary

	10100 NORTH STAR CHECKING
101 GENERAL	\$10,676.74
201 COMMUNITY EVENTS	\$65.54
202 COMMUNICATIONS	\$5,597.43
203 RECYCLING	\$1,546.18
601 SEWER UTILITIES	\$11,330.15
602 STORM SEWER ENTERPRISE FUND	\$98.92
	<hr/>
	\$29,314.96

LAUDERDALE COUNCIL ACTION FORM

TYPE OF REQUEST	
Consent	<input checked="" type="checkbox"/>
Action	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Information	<input type="checkbox"/>
Work session	<input type="checkbox"/>

MEETING DATE	<u>February 22, 2011</u>
AGENDA NUMBER	<u>2011 Licenses</u>
DESCRIPTION	<u>2011 Licenses</u>

BACKGROUND OR PAST COUNCIL ACTION
<p>The following applicants successfully met the criteria for their respective licenses.</p> <p><u>HVAC</u> CenterPoint Energy Resource Corp. – Coon Rapids, MN</p> <p><u>Tree Service</u></p> <p><u>Rental Housing</u> Rand and Barbara Claussen – Lauderdale, MN</p>
OPTIONS

STAFF RECOMMENDATION
<p>By approving the consent agenda, the Council approves the aforementioned licenses for 2011.</p>

COUNCIL ACTION

MOTION BY _____

SECOND _____

STAFF ACTION

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date February 22, 2011

ITEM NUMBER MWMO

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The southwest corner of Lauderdale is in the Mississippi Watershed Management Organization's (MWMO) territory. The organization was formed almost a decade ago and is in the process of updating the original joint powers agreement to reflect the way they operate. Many of the changes revolve around removing the language that says the member cities will support the organization because the MWMO has the ability to levy taxes much like a city does.

The city attorney and I both reviewed the document and did not have any concerns. The MWMO is asking the Council to adopt the following resolution supporting the revisions.

OPTIONS:

- A. Adopt Resolution 022211A - Amending the MWMO joint powers agreement.
- B. Amend the resolution prior to adoption.
- C. If there are strong disagreements with the operation of the MWMO, the Council can ask to be affiliated with one of the other two watershed organization in the City.

STAFF RECOMMENDATION:

Motion to adopt Resolution 022211A - Amending the joint powers agreement for the creation of the Middle Mississippi River Watershed Management Organization and ratify the acts thereof.

COUNCIL ACTION:

RESOLUTION 022211A

CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION AMENDING THE JOINT POWERS AGREEMENT FOR THE CREATION OF
THE MIDDLE MISSISSIPPI RIVER WATERSHED MANAGEMENT ORGANIZATION AND
RATIFYING THE ACTS THEREOF

WHEREAS, the City of Lauderdale (the "City") is party to a joint powers agreement, effective 2002, entitled JOINT AND COOPERATIVE AGREEMENT FOR THE MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION (the "Joint Powers Agreement"); and

WHEREAS, the Joint Powers Agreement provided for the establishment of the Mississippi Watershed Management Organization (the "MWMO"), a watershed management organization pursuant to and in accordance with the Metropolitan Surface Water Management Act, Minn. Stat. § 103B.201 et seq., and Minn. Stat. § 471.59; and

WHEREAS, the Joint Powers Agreement expired by its terms on January 1, 2008; and

WHEREAS, the MWMO has continued to act and exercise its powers and duties, notwithstanding the expiration of the Joint Powers Agreement; and

WHEREAS, it has been and is the intent of the City that the MWMO continue to act as a watershed management organization for the watershed and will continue to do so in the future; and

WHEREAS, the City has been presented with a proposed amendment to the Joint Powers Agreement, which, among other things, extends the term thereof to January 1, 2031 (the "Amendment"); and

WHEREAS, the City Council has determined that approving the Amendment is reasonable, prudent, and in the best interest of the public.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lauderdale, Minnesota, as follows:

1. The Amendment to the Joint Powers Agreement is approved and the Mayor and City Administrator-Clerk are authorized and directed to execute and deliver a copy of the Amendment to the Executive Director of the MWMO. The City Administrator-Clerk is directed to forward a certified copy of this resolution to the Executive Director of the MWMO.

2. All acts of the MWMO from January 1, 2008 to the effective date of the Amendment to the Joint Powers Agreement are approved, confirmed and ratified in all respects.

CITY OF LAUDERDALE)
COUNTY OF RAMSEY) .ss
STATE OF MINNESOTA)

I, Heather Butkowski, being duly qualified and City Administrator for the City of Lauderdale, Ramsey County, Minnesota, do hereby certify that the attached and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Lauderdale on Tuesday, February 2, 2011, as the same appears in the minutes of said meeting on file and of record in City Offices.

Adopted by the City Council of the City of Lauderdale, Minnesota this 22nd day of February, 2011.

(ATTEST)

Jeffrey E. Dains, Mayor

(SEAL)

Heather Butkowski, City Administrator



Protect it. Pass it on.

**MISSISSIPPI
WATERSHED
MANAGEMENT
ORGANIZATION**

1224 Marshall Street NE, #201
Minneapolis, Minnesota 55413

(612) 465-8780
(612) 465-8785 fax

www.mwmo.org

Commissioners:

Lauderdale
Karen Gill-Gerbig

Minneapolis
Diane Hofstede

Minneapolis Park &
Recreation Board
Scott Vreeland

Saint Anthony
Jerry Faust

Saint Paul
Matt Hass

December 15, 2010

Heather Butkowski
City of Lauderdale Administrator
1891 Walnut Street
Lauderdale, MN 55113

Dear Heather,

The Middle Mississippi River Watershed Management Organization (DBA Mississippi Watershed Management Organization / MWWMO) is asking each of its members to review and approve the updated Joint and Cooperative Agreement (hereafter agreement) for the organization. We request each member return a signed resolution by the end of February 2011 to the MWWMO.

Attached you will find a copy of the agreement with strikeouts and underlines, a copy of the Bylaws for information purposes only with strikeout and underlines, and a letter describing the changes to the agreement.

The primary change that is proposed deals with language in Article V, Operating Budget, of the agreement regarding member contributions to the operating budget. The MWWMO ceased requesting these funds once the general levy was in place. The revised language makes these contributions optional. The new language describes the budgeting process for the ad valorem levy.

The MWWMO is seeking approval of its 10-year comprehensive plan. As part of the plan approval process, the Minnesota Board of Water and Soil Resources, which oversees the MWWMO and approves the plan for the State of Minnesota, requires us to update the joint and cooperative agreement.

The current agreement has been in effect since 2002. The five members are the Cities of Lauderdale, Minneapolis, Saint Anthony Village, and Saint Paul and the Minneapolis Park & Recreation Board. In 2004 and 2007, members were sent proposed changes to the articles in the document and asked to review and reauthorize the agreement. Each member must review and reauthorize the agreement for the watershed to move the agreement and plan forward for final approval. A resolution has been provided for this purpose.

If the agreement and plan are not adopted, MS Section 103B.231, Subd. 3(c) requires the county or counties (Hennepin and Ramsey) to petition the Minnesota Board of Water and Soil Resources for the establishment of a watershed district in place of the joint powers watershed organization.

There is no fiscal impact to members. The MWMO has not requested its members to contribute to the operating budget (Article V, Subd. 1 of the agreement) since 2001, when the MWMO first began use of its ad valorem levy under the authority of Minnesota Statutes, Sections 275.066 (21), 103B.211 and 103B.241. The levy provides the MWMO with all its administrative and program and project funds. Since 2002, the watershed has contributed more than \$18,000,000 to capital projects and programs with its members.

I am available to attend committee or council meetings, as needed, to help move the review through each member's process to reauthorize the agreement. Please contact me or Mr. LeFevere with any question you may have regarding the documents.

Thank you for your assistance with this request.

Sincerely,
Douglas Snyder



Executive Director

Contact information

Douglas Snyder, Executive Director
MWMO
1224 Marshall Street NE
Suite 201
Minneapolis, MN 55413

(612) 465-8780 ext 205 Office
(612) 360-7747 Cell
dsnyder@mwmo.org

Charlie LeFevere, Attorney
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

(612) 337-9300 Office
(612) 337-9215 Direct
clefevere@Kennedy-Graven.com



Offices in
Minneapolis
Saint Paul
St. Cloud

470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300 telephone
(612) 337-9310 fax
www.kennedy-graven.com
Affirmative Action, Equal Opportunity Employer

CHARLES L. LEFEVERE
Attorney at Law
Direct Dial (612) 337-9215
Email: clefevere@kennedy-graven.com

December 15, 2010

Douglas Snyder, Executive Director
Mississippi Watershed Management Organization
1224 Marshall Avenue NE, Suite 201
Minneapolis, MN 55413-1036

RE: Proposed Amendments to Joint and Cooperative Agreement

Dear Mr. Snyder:

Attached is a redlined version of the Joint and Cooperative Agreement for the Mississippi Watershed Management Organization (MWMO) showing proposed changes from the current Agreement. Also attached is a clean copy with the changes incorporated.

Most of the changes result from the fact that the Commission was given the authority to levy ad valorem taxes after the initial Joint and Cooperative Agreement was executed by the member cities. The attached Agreement more closely reflects the actual practices of the MWMO since it was given the authority to levy ad valorem taxes.

The more significant changes to the Agreement are as follows:

In Article II, Subdivision 11, the Agreement provides that the budget is divided into an administrative budget, covering staff salary and benefits, Commission expenses, rent, office expenses, and the like, and a Programs and Projects Budget covering the various programs and projects of the district. The Programs and Projects Budget would also include capital projects.

The definition of Improvement Project in Subdivision 12 of Article II is amended to coincide with the use of that term in the Metropolitan Surface Water Management Act and the Rules of the Board of Water and Soil Resources. This will allow the MWMO to avoid the lengthy plan amendment process for changes to its capital improvement program (CIP) except for those projects that are required by state law to follow the detailed plan amendment process. Changes in programs and projects that are not required by state law to be included in the CIP can more easily be implemented by the MWMO.

Article III, Subdivision 10 authorizes the Commission to set compensation for Commissioners within the same limits as are established by law for the managers of watershed districts.

Subdivision 19 of Article IV adds the authority to acquire real property, which is not explicitly authorized under the current Joint and Cooperative Agreement.

Mr. Doug Snyder
December 15, 2010
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Subdivision 20 of Article IV mirrors the language of the Metropolitan Surface Water Management Act relating to powers that can be granted by municipalities to joint powers watershed management organizations. The purpose of the changes to Subdivisions 19 and 20 is to make the powers of the MWMO as broad as possible, conferring all of the powers that state law requires or allows for joint powers watershed management organizations.

Article V, Subdivision 1, relating to the budget process, is substantially revised. When the Joint and Cooperative Agreement was initially adopted, it was more important that the budget process begin early and involve the cities that would be required to pay for the MWMO's budget. Since the budget is now supported by an ad valorem tax, there is less need to establish a formal budget process early in the year. The proposed changes provide for the preparation of a preliminary proposed budget at an early stage and provides the cities an opportunity for comments and objections, but does not provide for the adoption of a final budget until the end of the year. This gives the Commission the greatest amount of time possible to consider its projects and programs for the following year.

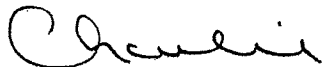
Article V, Subdivision 4, has been amended to provide that the Commission will attempt to equitably apportion the expenditure of Commission funds among members, and that the Executive Director will prepare a report for the Commission each year describing the programs and projects for the previous year and the extent to which each program or project benefits each member. Similar language currently exists in the capital improvement section of the Joint and Cooperative Agreement. However, since many programs and projects benefit the cities but are not capital projects in nature, it seemed more appropriate to evaluate the extent to which each member benefits from all programs and projects, and not just capital projects.

Article VI, Subdivisions 7 through 13 are largely rewritten or eliminated, primarily reflecting the fact that the Joint and Cooperative Agreement originally required the cities to pay for capital projects, while such projects will now be funded by the ad valorem tax levy.

Finally, Article VII has been changed so that the Agreement will extend until January 1, 2031. This corresponds with the 20-year term of the initial Joint and Cooperative Agreement.

If you have any questions about any of these changes, please give me a call.

Very truly yours,



Charles L. LeFevre
CLL:peb
Enclosures

Joint and Cooperative Agreement for the Mississippi Watershed Management Organization

City of Lauderdale

City of Minneapolis

~~City of St. Paul~~

City of St. Anthony Village

City of ~~Lauderdale~~ Saint Paul

Minneapolis Park and Recreation Board

January 2002 _____ 2011

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Membership

This Agreement entered into as of the date of execution by and among the following:

Cities of

Lauderdale

Minneapolis

St. Anthony Village

Saint Paul

and the Minneapolis Park and Recreation Board for the establishment of a Watershed Management Organization. The aforementioned cities and the Minneapolis Park and Recreation Board shall hereinafter be referred to as Members.

WHEREAS, the Members have authority pursuant to Minnesota Statutes, Section 471.59 to jointly and cooperatively by agreement exercise powers common to the contracting bodies pursuant to Minnesota Statutes, Section 103B.201 to 103B.251 and

WHEREAS, the Members desire to plan a comprehensive water management program in accordance with Minnesota Statutes, Sections 103B.201 to 103B.251;

NOW THEREFORE, the parties to this Agreement do mutually agree as follows:

Article I

Legal Purpose

The purpose of this Joint and Cooperative Agreement for the Mississippi Watershed Management Organization is to replace the Joint Powers Agreement for the Middle Mississippi River Watershed Management Organization executed in ~~1985 and~~ 1985, the Joint and Cooperative Agreement for the Middle Mississippi River Watershed Management Organization of January ~~1997.~~ 1997, and the Joint and Cooperative Agreement for the Mississippi Watershed Management Organization of January 2002.

The purpose of the Mississippi Watershed Management Organization, as provided for in this Agreement, is to provide for the wise, long-term management of water and associated land resources within the watershed through implementation measures that realize multiple objectives, respect ecosystem principles, and cultural and historical community values. The Mississippi Watershed Management Organization seeks to: (a) protect, enhance, and restore the quality and quantity of surface and ground water resources within the Mississippi Watershed Management Organization jurisdiction; (b) protect, preserve, and use natural surface and ground water storage and retention systems; (c) efficiently utilize public capital expenditures needed to correct and control flooding and water quality problems; (d) identify and plan for means to use protect and improve surface and ground water quality; (e) establish more uniform local policies and official controls for surface and ground water management; (f) promote ground water recharge; (g) protect and enhance fish and wildlife habitat and water recreation ~~faeilities~~opportunities; (h) secure the other benefits associated with the proper management of surface and ground water; and (i) promote and encourage cooperation among Members and among other organizations in coordinating local comprehensive water management programs.

A legal description and map of the boundaries of the Mississippi Watershed Management Organization are included pursuant to Minnesota Rules 84010.0030, Subpart 1.B in Appendix A and B respectively of this Agreement.

Article II

Definitions

For the purpose of this Agreement, the terms used herein shall have the meanings defined in this article.

Subdivision 1: ~~"Organization"~~ is the Mississippi Watershed Management Organization.

Subdivision 2: ~~"Commission"~~ shall mean the governing body of the Organization and shall consist of a Commissioner or Alternate from each of its Members.

Subdivision 3: ~~"Commissioner"~~ shall mean any person appointed to the Commission by each ~~Members~~Member's governing body, or in the Commissioner's absence, the Alternate.

Subdivision 4: ~~"Alternate"~~ shall mean any person appointed to the Commission by each Member's governing body to represent the Member in the absence of the Commissioner.

Subdivision 5: ~~"Council"~~ shall mean the governing body of a Member. In the case of municipalities, this shall be the elected officials responsible for governing the city and for Minneapolis Park & Recreation Board, its Board of Commissioners.

Subdivision 6: ~~"Member"~~ or ~~"Member Community"~~ shall mean any city, county, or special purpose government entity within the watershed that enters into this Agreement.

Subdivision 7: ~~"Agreement" shall mean the "Joint and Cooperative Agreement adopted by the member councils creating and the establishing the Mississippi Watershed Management Organization"~~
~~"Agreement"~~ shall mean this Agreement.

Subdivision 8: ~~"Plan"~~ shall mean the Watershed Management Plan adopted by the Mississippi Watershed Management Organization.

Subdivision 9: ~~"Watershed"~~ means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to the Mississippi River and within the mapped areas reasonably demonstrated on the map identified as Appendix B, as defined within the legal description identified in Appendix A.

Subdivision 10: ~~"Act"~~ is defined as the Metropolitan Surface Water Management Act as found in Minnesota Statutes, Sections 103B.201 to 103B.251.

Subdivision 11: ~~"Operating Budget" refers to the administrative expenses incurred by~~ "Budget" means a statement of the expected income and expenses of the Organization for each Year. The Commission may divide the Budget into an Administrative Budget, covering staff salary and benefits, Commission expenses, rent, office expenses and other administrative expenses, and a Programs and Projects Budget, covering the programs and projects of the Organization, including capital projects.

Subdivision 12: ~~"Capital Improvement Project"~~ shall mean a physical improvement project ~~other than routine maintenance within the Watershed Management Organization boundaries~~ required by the Act to be included in the capital improvements program of the Plan.

Subdivision 13: ~~"Majority"~~ shall be defined as greater than half of the quorum.

Subdivision 14: ~~"Subwatershed"~~ a smaller geographic section of a larger watershed unit with a drainage area whose boundaries include all the land area draining to a point.

Subdivision 15: ~~"Year"~~ shall mean from January 1 to December 31.

Subdivision 16: ~~"Quorum"~~ shall mean the number of Commissioners or Alternates required to be present for business to be legally transacted. This number shall be any number ~~which~~ that is greater than half of the Members. Any number less than a quorum may adjourn a scheduled meeting.

Article III

Board of Commissioners

Subdivision 1: The governing body of the Organization shall be its Commission, which shall consist of five (5) voting Commissioners. Each Commissioner shall have one vote. All appointments to the Commission shall be in accordance with Minnesota Statutes, Section 103B.227. The Board of Water and Soil Resources shall be notified of all appointments and vacancies of the Commission within 30 days. All vacancies shall be filled within ninety (90) days after they occur. Notices of all vacancies and appointments shall be published in a legal publication of the Member's community appointing the Commissioner at least fifteen (15) days prior to the appointment. Vacancies shall be filled for the remainder of the term by the Council ~~whethat~~ appointed or had the right to appoint the Commissioner. The Council of each Member shall appoint one (1) Commissioner to represent the Member to the Commission. Each Commissioner shall serve until his or her successor is appointed.

Subdivision 2: A Commissioner may not be removed from the Commission except for just cause by the Council that made the appointment.

Subdivision 3: Member Councils may select and appoint alternates to the Commission in the same manner as Commissioners. In the absence of a Member's Commissioner, the designated Alternate may vote and act in the Commissioner's place. The Alternate shall serve a term concurrent with the Member's Commissioner.

Subdivision 4: Each Member's Council shall, within thirty (30) days of appointment, file with the ~~Secretary~~Executive Director of the ~~Commission~~Organization a record of the appointment of its Commissioner and Alternate. The ~~Commission~~Organization shall notify the Board of Water and Soil Resources of Member appointments and vacancies within thirty (30) days after receiving notice from the Member.

Subdivision 5: ~~The~~In accordance with Minnesota Statutes, Section 103B.227, the Council of each Member shall determine the eligibility and qualifications of its Commissioner and Alternate.

However, the ~~term~~term of each Commissioner shall be ~~as established by this Agreement~~the calendar year.

Subdivision 6: Regular meetings shall be held by the Commission periodically at the time and place determined by the Commission pursuant to open meeting law, Minnesota~~State~~ Statutes ~~471.705~~, Chapter 13D.

Subdivision 7: At the first meeting of the Commission each year and each calendar year thereafter, staff will confer with Commissioners and recommend officers for the various positions on the Commission. At the first meeting of the Commission and each calendar year thereafter, the Commission shall elect from its Members a chairperson, a vice chairperson, a treasurer, a secretary, and such other officers as it deems necessary to conduct its meetings and affairs.

Subdivision 8: The Commission shall adopt those bylaws and procedures necessary for the conduct of its meetings. Such rules may be amended at either a regular or special meeting of the Commission provided that a ten (10) day prior notice of the proposed amendment has been furnished to each Commissioner and Alternate to whom notice of meetings is required to be sent.

Subdivision 9: The Commission may create such committees, task forces or working groups as needed to accomplish its mission.

Subdivision 10: The commission may set such compensation for its Commissioners ~~shall serve without compensation from the Organization, but this shall not prevent a Member's Council~~as it deems appropriate, provided such compensation does not exceed the compensation allowed for managers of watershed districts under Minnesota Statutes, Section 103D.315, subd. 8. However, no member's Council is prevented from providing compensation for its Commissioner for serving on the Commission, if such compensation is authorized by such governmental unit and by law.

Article IV

Powers and Duties of the Board of Commissioners

Subdivision 1: The Commission shall employ such persons; as it deems necessary to accomplish its duties and powers. The Commission may hire staff on a full time, part time or consulting basis. The Commission may also incur expenses and expenditures necessary and incidental to the effectuation and/or implementation of its purposes and powers.

Subdivision 2: In order for the Commission to conduct business, a quorum must be present. Decisions by the Commission require a majority vote of the quorum present.

Subdivision 3: The Commission shall have an established Citizen Advisory Committee and Technical Advisory Committee to provide input and to serve in an advisory role.

Subdivision 4: The Commission shall review and approve a Local Water Management Plan for each of its Member Communities as established under Minnesota Statutes, Chapter 103B. ~~Approval of the plan shall require no more than a majority vote.~~

Subdivision 5: The Commission may acquire, operate, construct, and maintain capital improvement projects delineated in the Watershed Management Organization Watershed Management Plan for the protection, enhancement, and improvement of the watershed.

Subdivision 6: The Commission shall make a reasonable attempt to assess the compatibility of proposed capital improvement projects with other existing policies, programs, and projects within the MWMO and across its boundaries. In particular, compatibility with neighborhood association and community council plans in the project area should be considered. An informal review should occur at least two months before the capital improvement project proposal is approved in the MWMO budget.

Subdivision 7: The Commission shall develop a comprehensive Watershed Management Organization Watershed Management Plan to meet the requirements of Minnesota Statutes, Chapter 103B. The plan shall establish comprehensive goals and policies for the protection, enhancement, and improvement of the watershed, and shall establish specific implementation strategies to realize these goals and policies.

Subdivision 8: The Commission shall have the power to contract with any governmental unit, private or nonprofit association to accomplish the purposes for which it is organized.

Subdivision 9: The Commission has the authority to apply for, accept, and use grants, loans, money or other property from the United States, the State of Minnesota, a unit of government or any person or entity for the Organization. The Organization may use and dispose of such money or property for any expenses/fees, policies, goals, capital improvement projects, or any use the Organization deems necessary to pursue its goals and policies.

Subdivision 10: The Commission may establish and maintain devices for acquiring and recording hydrologic and water quality data within the watershed.

Subdivision 11: The Commission may contract for, or purchase such insurance, as they deem necessary for the protection of the ~~Commission~~Organization.

Subdivision 12: The Commission shall have the authority to invite governmental entities within the area of the watershed to join the Organization. Furthermore, any governmental entities within the area of the watershed may petition for membership in the Organization. The addition of new Members shall require a majority vote of the Commission and appropriate resolution by current Member Councils. The effective date shall be the date of filing by the last Council resolution approving the addition. As Members are added to the Organization, there shall be created one voting Commissioner. Furthermore, as each new Member is added, the cost shares of the operating budget (Article V, Subdivision 3) will be reassessed.

Subdivision 13: The Commission has the authority to contract for the space, equipment, and supplies to carry on its activities either with an individual Member or elsewhere.

Subdivision 14: The Commission may investigate on its own initiative or upon petition of any Member, complaints relating to the pollution of surface or ground water in the watershed. Upon a finding that the watershed is being polluted, the Commission may take appropriate action to alleviate the pollution including recommending enforcement and other regulatory actions to the appropriate jurisdiction.

Subdivision 15: Commissioners and staff may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes, goals and policies of the Organization. Such entrance shall occur after obtaining a duly executed search warrant, with permission of the property owner, or when a search warrant for access to the property is not required. The Commission shall be liable for actual damages resulting therefrom, subject to the limitations of Minnesota Statutes Section 466.01, et. seq. Every person who claims damages shall serve the Chair or Secretary of the Commission with a notice of claim as required by Minnesota Statutes, Chapter 466.05.

Subdivision 16: The Commission may vote to provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board or agency relating to the planning or construction of capital improvement projects approved by the Organization.

Subdivision 17: The Commission shall at least every 2 years solicit interest proposals for professional or technical consultant services before retaining the services of a consultant or extending annual service agreements.

Subdivision 18: The Commission may designate one or more national or state bank or trust companies authorized by Chapters 118 or 427 of Minnesota Statutes to receive deposits of public moneys to act as depositories for the Organization's funds. No funds may be disbursed without the signature of ~~the Chair and the Treasurer~~ two officers. The Treasurer shall be required to file with

the Secretary of the Commission a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Commission. The Commission shall pay the premium on said bond.

Subdivision 19: The Commission may acquire real or personal property, conduct programs and projects, and exercise all other powers necessary and incidental to the implementation ~~of~~ of the purposes and powers set ~~forth~~ herein and to carry out the obligation of a watershed management organization under the Act.

Subdivision 20: The Commission shall have the authority to adopt a budget, to decide on the total amount necessary to be raised from ad valorem taxes to meet the budget and to certify its budget to the county auditor of each county having territory within the watershed. Taxes may be levied for any purpose authorized by the Act in accordance with procedures specified in the Act, and subject only to the limitations set forth in the Act and this Agreement. The Commission shall also have the authority to certify for payment by the counties all or any part of the cost of a capital improvement contained in the capital improvement program of the Plan, in accordance with Minnesota Statutes, Section 103B.251.

Article V

~~Operating~~ Budget and Financial Matters

Subdivision 1: ~~The Commission shall adopt an operating budget~~A proposed preliminary operating budget will be presented to the Commission at its July meeting. The total contributions of Members for the operating budget shall not exceed \$20,000 annually. Before June 1, the proposed preliminary budget will be forwarded to all Members, the Citizens Advisory Committee and additional parties as directed by the Commission. The Commission shall hold at least one public hearing on the proposed preliminary budget prior to adoption of the preliminary budget. At least 30 days' notice to Members and such other public notice as is directed by the Commission shall be given prior to the hearing. The Commission will hear all comments and objections to the proposed preliminary budget from any Member as well as comments from the public. The Commission may adopt the preliminary budget as proposed or modify or amend the preliminary budget. The Commission shall adopt a preliminary budget and a proposed tax levy for the ensuing year on or before September 15 of each year. The preliminary budget shall then be certified by the ~~Secretary~~Executive Director of the Commission on or before October 1 to the clerk of each ~~Members~~Member's Council together with a statement of the proportion of the budget to be provided by each Member. ~~The Council of each Member agrees to review the budget. The Commission shall upon notice from any Member received prior to November 1, hear objections to the budget. Such notice shall be written to the Commission's Secretary and delivered by certified mail to their principal business address. The Commission, upon notice delivered by US Mail to all Members and after a hearing, may modify or amend the budget. If no objections are submitted to the Commission, each, if any. Each Member agrees to provide the funds required by the budget, if any, on or before February 1. Modifications or amendments to the original budget require a majority vote. The operating budget shall not exceed \$20,000 annually~~ The Commission shall adopt a budget and certify a tax levy to the Counties by December 31 of each year.

Subdivision 2: The Commission has the duty to make a full and complete financial accounting report to each Member at least once annually. A certified public accountant shall perform the audit of the Organization. The report shall include the approved budget; a reporting of revenues; a reporting of expenditures; a financial audit report or section that includes a balance

sheet; a classification of revenues and expenditures; an analysis of changes in final balances; and any additional statements considered necessary for full financial disclosure; and the status of all Commission projects and work within the watershed; copies of said report shall be transmitted to the clerk, or appropriate staff member of each Member's Council.

Subdivision 3: Member contributions to the operating budget, **if any**, will be determined on a percentage basis of the geographic area of each Member's properties and jurisdictional boundaries within the watershed, excluding properties owned by the Minneapolis Park and Recreation Board. The Minneapolis Park and Recreation Board share shall be determined by that portion of property owned by them. This assessment shall be allocated as follows:

Member	Share
Minneapolis	94.3%
St. Anthony Village	3.3%
Saint Paul	1.4%
Minneapolis Park and Recreation Board	0.6%
Lauderdale	0.4%

Subdivision 4: Projects or other necessary expenditures ~~which~~**that** cannot be accomplished through the **ad valorem tax levy, the capital budget**~~and would exceed the cost of, or~~ the operating budget ~~of~~**assessed to Members under** Article V, Subdivision 1, shall be addressed by mutual agreement of the affected Members outside of this Agreement.

The Commission will endeavor to equitably apportion the expenditure of Commission funds for projects and programs among the Members' jurisdictions, giving due regard to the financial contributions from tax levies within each Member's jurisdiction as well as the merit of each project and program according to criteria established in the Plan or approved by the Commission.

Article VI

Capital Budget Projects

Subdivision 1: The Members recognize that on-going capital expenditures will be required to solve some of the water resource problems within the watershed. For the purposes of this Agreement, capital improvement projects are those determined necessary to implement the Organization's Capital Improvement Program.

Subdivision 2: Capital Projects will be financed over the entire watershed.

Subdivision 3: In order to finance an approved capital improvement project, the Commission may levy an ad valorem tax against the entire watershed.

Subdivision 4: Approval of capital improvement projects shall require a majority vote of the quorum present and other such bodies as required by law. Capital improvement projects shall be financed in accordance with Minnesota Statutes, 103B and 103D.

Subdivision 5: The Commission shall have the authority to prepare and adopt a Capital Improvement Program as defined in Minnesota Statutes 103B.205 Subdivision 3 as part of the Watershed Management Plan. The Capital Improvement Program shall set forth the schedule of capital projects identified in the Watershed Management Plan as well as designating Members for participation in each project and estimating the total costs for such projects. Projects not identified in the Watershed Management Organization Watershed Management Plan shall not be included in the Capital Improvement Program until and unless the Watershed Management Organization Watershed Management Plan is amended to include such projects. Implementation of the Capital Improvement Program will begin upon adoption of the Watershed Management Organization Watershed Management Plan subject to the availability of funding.

Subdivision 6: All capital improvement projects need to be listed in the Watershed Management Plan.

~~Subdivision 7: All capital improvement project proposals for the following year must be submitted to staff before May 1 so that the proposed capital budget can be submitted to the Commissioners during the May Commission meeting. All WMO capital improvement project proposals for subsequent fiscal year(s) must be submitted to WMO staff before May 1st of the extant budget year. By the August Commission meeting within this extant budget year, presentation of this proposed capital budget will be submitted to the Commissioners.~~ Subdivision 8: Funding for any and all capital improvement projects may only occur if the project(s) is in the approved capital budget.

~~Subdivision 9: Beginning with the year the Watershed Management Plan is adopted, the Commission shall submit, by June 1, a draft capital budget to the clerk of Member's Council for their review. The Council of each Member may review and comment on the budget. The Commission shall upon notice from any Member received prior to August 1, hear objections to the budget. Such notice shall be written to the Commission's Secretary and delivered by certified mail to their principal business address. The Commission, upon notice delivered by US Mail to all Members and after a hearing, may modify or amend the budget. The MMRWMO Commission shall hold a public hearing in accordance with Minnesota Statutes 103B and 103D on the proposed capital budget. On or before September 15 of each year, the Commissioners shall adopt a capital budget for the next year and decide on the total amount to be raised from ad valorem tax levies. By the September 15 of each year the budget shall be certified by the Secretary of the Commission to the County, Counties or the clerk or appropriate staff member of each Member's Council together with a statement of the proportion of the budget to be provided.~~

~~Subdivision 10: If the Organization is responsible for the planning, design, acquisition, relocation, or construction of an approved capital project on behalf of a Member, each Member having a financial obligation therefore, shall also provide to the Organization the funds required by the budget from that member on or before February 1.~~ If the 8: If a Member is responsible for the completion of the capital project, the Organization's approved share of the project cost coming from its tax levy will be reimbursed to the member Member from actual tax revenues received in a manner agreed to. The Member being reimbursed for project costs by the Organization shall agree to be responsible for providing any requested documentation of costs requested by the Organization or its auditors.

~~Subdivision 11: Projects will be funded in the watershed on the basis of potential merit to all the Members and according to the criteria established in the MWMO Watershed Management Plan. Annually a review shall take place showing how much each Member has contributed to the watershed levy and how much each Member has benefited from projects undertaken in their jurisdiction. Funds generated through the annual levy in the cities of St. Anthony, St. Paul, and Lauderdale, will be made available to that member community if capital improvement projects have been designated in the MWMO Watershed Management Plan and approved in the MWMO capital budget.~~

~~Subdivision 12: If a member has a capital improvement project designated for a future year, all generated funds collected as part of an approved capital budget for said project may be held in an account and designated for the project per MN Statute 103B.241 Subd. 1.~~

~~Subdivision 13: If a member has no designated capital improvement projects, all generated funds will be placed in a general account for use by those members with designated capital improvement projects.~~

Article VII

Duration

Each Member agrees to be bound by the terms of this Agreement until January 1, ~~2008~~,2031, and it may be continued thereafter upon the agreement of all Members.

Article VIII

Dissolution

Any Member may petition the Commission to dissolve the Organization. Upon thirty days advance written notice to each Member, the Commission shall hold a hearing to consider dissolution of the Organization. If a majority of the Commission votes in favor of dissolution, the Commission shall submit a resolution for dissolution of the Organization for consideration by each Member's Council, the board of each affected County and the Minnesota Board of Water and Soil Resources. Each governmental unit shall have 90 days in which to consider dissolution of the Organization. If, within 90 days of the date the notice was given, a majority of Members' Councils has ratified said resolution; then the Organization shall be dissolved and this Agreement shall be terminated.

Upon dissolution, the Organization shall complete all work in progress and dispose of all ~~personal~~ property. All property of the Organization shall be sold and the proceeds thereof, together with moneys on hand, shall be distributed to the eligible Members of the Commission as follows: assets derived from contributions to the operating budget shall be apportioned and distributed to each Member in the percentage by which the Member contributed to the Organization under the last annual budget; assets derived from the ~~Capital Improvement Budget~~ ~~ad valorem~~ levy shall be apportioned and distributed on an asset by asset basis to each Member in the percentage by which the Member contributed to the specific asset.

Article IX

Amendments

Any Member may recommend to the Commission amendments to this Agreement. Upon a majority vote, amendments to this Agreement shall be forwarded by the Commission to its Members' Councils. No amendment shall be effective until the amendment has been ratified by the Council of each Member. The effective date of any amendment shall be the date on which the last Member's Council ratifies the amendment and is filed with the ~~Secretary~~Executive Director of the ~~Commission~~Organization.

Article X

Effective Date

This Agreement shall be adopted upon ratification by the Council of each Member and the execution of the Agreement by each Member. Upon voting to ratify the Agreement, the clerk of the Council of the ratifying Member shall file a certified copy of the resolution of the ratification with the ~~Clerk~~Executive Director of the ~~City of Minneapolis~~Organization. The effective date of the Agreement shall be ~~the later of January 1, 1997; or~~ the date on which the last Member to ratify files its resolution of ratification. Upon adoption of this Agreement, the ~~Minneapolis City~~ ~~Clerk~~Executive Director of the Organization shall supply to each Member and the Board of Water and Soil Resources a copy of the Members' ratification resolutions and a copy of the signed Agreement.

IN WITNESS WHEREOF, the undersigned Members, by action of their Councils, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes Sections 103B.211 and 471.59.

City of Lauderdale

By: _____ Dated: _____, 20____
Jeffrey Dains, Mayor

Attest: _____ Dated: _____, 20____
~~Rick Getsehow~~ Heather Butkowski, City Administrator

City of Minneapolis

By: _____ Dated: _____, 20____
R.T. Rybak, Mayor

Attest: _____ Dated: _____, 20____
City Clerk

Countersigned: _____ Dated: _____, 20____
Finance Officer

Approved as to Form

By: _____ Dated: _____, 20____
Assistant City Attorney

City of St. Anthony Village

By: _____ Dated: _____, 20 _____
~~Randy Hodson~~ Jerry Faust, Mayor

Attest: _____ Dated: _____, 20 _____
Michael Mornson, City Manager

City of Saint Paul

By: _____ Dated: _____, 20 _____
~~Randy Kelly~~ Chris Coleman, Mayor

Attest: _____ Dated: _____, 20 _____
Director of Finance and Management Service

Approved as to Form

By: _____ Dated: _____, 20 _____
Reyne Rofuth
Assistant City Attorney

Minneapolis Park and Recreation Board

By: _____ Dated: _____, 20 _____
~~Bob Fine~~ John Irwin, President MPRB

Attest: _____ Dated: _____, 20 _____
~~Norman Merrifield, Assistant Superintendent for Administration~~
Don Siggelkow, Board Secretary

Approved as to Form, Legality, and Execution

By: _____ Dated: _____, 20 _____
MPRB Attorney

Appendix A: Legal Description

Appendix B: Mississippi Watershed Management Organization Map

CLL-247575v12
WE405-1
MD160-1
247575v5 CLL MD160-1
247575 CLL MD160-1

Document comparison by Workshare Professional on Monday, December 06, 2010 2:02:00 PM

Input:	
Document 1 ID	PowerDocs://DOCSOPEN/247575/1
Description	DOCSOPEN-#247575-v1-Joint_&_Cooperative_Agt;_MD160-1
Document 2 ID	PowerDocs://DOCSOPEN/247575/5
Description	DOCSOPEN-#247575-v5-Joint_&_Cooperative_Agt;_MD160-1
Rendering set	standard

Legend:	
Insertion	
Deletion	
Moved from	
Moved to	
Style change	
Format change	
Moved deletion	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	130
Deletions	141
Moved from	6
Moved to	6
Style change	0
Format changed	0
Total changes	283

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date February 22, 2011

ITEM NUMBER Post Audit Transfers

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

After the year-end audit, the City has usually had general revenue funds that were in excess of 45% of the next year's operating budget to transfer to capital improvement funds. Last year the Council opted to keep the money in the general fund due to looming LGA cuts. This year the auditor identified money that can be transferred. Since the budget has been shrinking, the auditor and I agreed that it would not be out of line for the City to keep 60% of the next year's operating expenses in the general fund. After the 60% retainage, the Council can allocate \$112,594. Previously, the money has been split between the Street Improvement Fund and the Park Improvement Fund. Unless the Council wishes staff to do otherwise, \$56,297 will be transferred to the street fund to save for future road projects and \$56,297 to the park improvement fund (rainy day fund).

As also discussed prior, a TIF funds transfer would be needed to cover the pay off of the 2002 bonds. That amount totals \$68,380.60 and is reflected in the following resolution.

OPTIONS:

STAFF RECOMMENDATION:

Motion to allocate \$56,297 to the street improvement fund and \$56,297 to the park improvement fund and adopt Resolution 022211B - A Resolution Transferring TIF Funds to the 2002 Debt Service Fund.

COUNCIL ACTION:

RESOLUTION 022211B

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

**A RESOLUTION TRANSFERRING TIF FUNDS
TO THE 2002 DEBT SERVICE FUND**

WHEREAS, the City has funds from the Rosehill TIF District that can be used for debt service; and

WHEREAS, in October 2010 the City Council authorized calling for the redemption of the outstanding 2002 bonds; and

WHEREAS, the fund balance available for payment of the 2002 bonds on February 1, 2011 was not sufficient.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lauderdale, that \$68,380.60 be transferred from Fund 405 TIF Project Fund to Fund 303 2002 Improvements Debt Service Fund to cover the bond payments and subsequently close the account.

BE IT FURTHER RESOLVED that the outstanding 2002 street assessments will be deposited into the 2003 Improvement Debt Service Fund 304 and the 2001 street assessments will be deposited into Street Improvement Fund 401.

CITY OF LAUDERDALE)
COUNTY OF RAMSEY)
STATE OF MINNESOTA)

ss

I, Heather Butkowski, being duly qualified and City Administrator for the City of Lauderdale, Ramsey County, Minnesota, do hereby certify that the attached and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Lauderdale on Tuesday, February 22, 2011, as the same appears in the minutes of said meeting on file and of record in City Offices.

ADOPTED by the City Council of Lauderdale this 22nd day of February, 2011.

Jeff Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date February 22, 2011

ITEM NUMBER Tractor Replacement

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

For the last couple of years, the purchasing of big ticket items has been put on hold due to budget concerns. The utility tractor has needed to be replaced for some time. The current one was purchased in 1992. The City can purchase off of the state bid at a significant discount. The attached specs show the price for the tractor, mower, and loader. The total cost of the equipment after trade-in is \$30,434.05. The dealer is offering the City \$4,250 for the old tractor. The current state contract with John Deere ends April 30 so it makes sense to order one before the prices goes up.

OPTIONS:

- A. Direct staff to order and purchase the quoted utility tractor.
- B. Do not purchase a utility tractor at this time.

STAFF RECOMMENDATION:

Motion to direct staff to purchase the utility tractor, loader, and mower at the state bid price through Scharber and Sons.

COUNCIL ACTION:

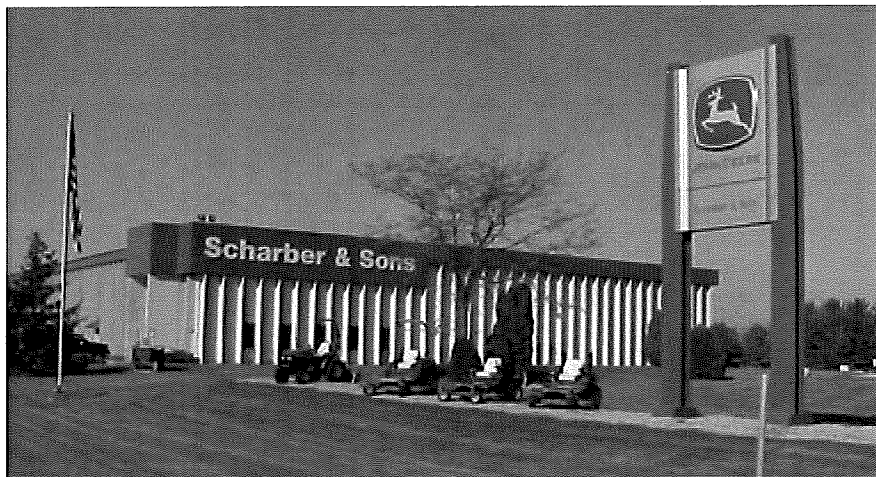


JOHN DEERE

Quote Id :5167103

Customer Name :CITY OF LAUDERDALE CITY HALL

Prepared for:
DAVID HINRICHS
CITY OF LAUDERDALE CITY HALL



Proposal for:
DAVID HINRICHS

Prepared By:

JOHN BRAUNSHAUSEN

SCHARBER & SONS

13725 MAIN STREET

ROGERS, MN 55374

Phone :763-428-4107

Fax :763-428-2700

Work Email :JOHN.BRAUNSHAUSEN@SCHARBERS.COM

Date :February 18, 2011 Offer Expires :April 30, 2011

CONFIDENTIAL



JOHN DEERE

SCHARBER & SONS
13725 MAIN STREET
ROGERS, MN 55374
Phone: 763-428-4107
Fax: 763-428-2700

Quote Id : 5167103

Customer Name : CITY OF LAUDERDALE CITY HALL

Quote Summary

Prepared For : DAVID HINRICHS CITY OF LAUDERDALE CITY HALL 1891 WALNUT ST SAINT PAUL, MN 55113 Business:651-792-7661	Prepared By: JOHN BRAUNSHAUSEN 13725 MAIN STREET ROGERS, MN 55374 JOHN. BRAUNSHAUSEN@SCHARBER S.COM	Quote Id : 5167103 Created On : February 18, 2011 Last Modified On : February 18, 2011 Expiration Date: April 30, 2011
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Equipment Summary	Selling Price		Qty	=	Extended
John Deere 3520 Tractor (MY 2011)	\$ 26,338.36	X	1	=	\$ 26,338.36
John Deere 300CX Loader	\$ 3,804.64	X	1	=	\$ 3,804.64
John Deere 60D AutoConnect 7-Iron Mid-Mount Side Discharge Mower (For 3120-3720, 4310-4410 Tractors)	\$ 2,583.30	X	1	=	\$ 2,583.30

Equipment Total **\$ 32,726.30**

Trade In Summary	Qty	Each	Extended
John Deere 955/Loader/Mower-LVO955D107225	1	\$ 4,250.00	\$ 4,250.00
Pay-off			\$ 0.00
Total Trade Allowance			\$ 4,250.00

Trade In Total **\$ 4,250.00**

Quote Summary

Equipment Total	\$ 32,726.30
Trade In	\$ (4,250.00)
Delivery	\$ 0.00
License	\$ 0.00
DOT	\$ 0.00
SubTotal	\$ 28,476.30
Sales Tax	\$ 1,957.75
Total	\$ 30,434.05
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 30,434.05

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

Selling Equipment

Quote Id :5167103

Customer Name :CITY OF LAUDERDALE CITY HALL

John Deere 3520 Tractor (MY 2011)

				Selling Price
				\$ 26,338.36
Code	Description	Qty	Unit	Extended
6813LV	3520 Tractor (MY 2011)	1	\$ 21,419.00	\$ 21,419.00
Standard Options - Per Unit				
1515	Deluxe Cab with Standard Seat	1	\$ 7,690.00	\$ 7,690.00
2025	eHydro	1	\$ 1,000.00	\$ 1,000.00
2505	Mid PTO	1	\$ 415.00	\$ 415.00
4520	27x8.50-15 6PR Front R3 Turf 2 Pos.41x14.0-20 4PR Rear R3 Turf 2 Pos.	1	\$ 318.00	\$ 318.00
7030	Dual Mid & Single Electrohydraulic Rear SCV	1	\$ 350.00	\$ 350.00
Standard Options Total				\$ 9,773.00
Dealer Attachments				
LVB26065	Cab Speaker and Radio Mount Kit	1	\$ 79.00	\$ 79.00
RE289848	Radio, Deere/Delco AM/FM Stereo with Clock, Front Audio Input Jackfor MP3 Players, and Weatherband	1	\$ 370.00	\$ 370.00
Dealer Attachments Total				\$ 449.00
Discount			\$ -5,302.64	\$ -5,302.64
Total				\$ 26,338.36

John Deere 300CX Loader

				Selling Price
				\$ 3,804.64
Code	Description	Qty	Unit	Extended
2531P	300CX Loader	1	\$ 4,610.00	\$ 4,610.00
Standard Options - Per Unit				
2005	Mounting Frame and Hoses (3320-3720 Cab Tractors)	1	\$ 0.00	\$ 0.00
4000	Ballast Box	1	\$ 206.00	\$ 206.00
5005	Hood Guard (3120-3720)	1	\$ 0.00	\$ 0.00
8000	61 In. (1550 mm) Materials Bucket	1	\$ 0.00	\$ 0.00
Standard Options Total				\$ 206.00



JOHN DEERE

Selling Equipment

Quote Id :5167103

Customer Name :CITY OF LAUDERDALE CITY HALL

Discount	\$ -1,011.36	\$ -1,011.36
Total		\$ 3,804.64

**John Deere 60D AutoConnect 7-Iron Mid-Mount Side Discharge Mower
(For 3120-3720, 4310-4410 Tractors)**

Code	Description	Qty	Unit	Selling Price	Extended
7010LV	60D AutoConnect 7-Iron Mid-Mount Side Discharge Mower(For 3120-3720, 4310-4410 Tractors)	1	\$ 3,270.00	\$ 2,583.30	\$ 3,270.00
Standard Options - Per Unit					
1000	AutoConnect Mower Lift (3120-3720, 4310-4410)	1	\$ 0.00		\$ 0.00
Standard Options Total					\$ 0.00
Discount			\$ -686.70		\$ -686.70
Total					\$ 2,583.30

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	February 22, 2011
ITEM NUMBER	<u>City Council Ordinance</u>
STAFF INITIAL	<u>AB</u>
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last meeting, the Council proposed changes to Ordinance 1-5. I think I have included everything, let me know if you have further changes. On page 5, council agenda item L reads "Work session/opportunity for the public to address the Council." The Council will be free to take public comment at any point during the work session.

Between now and the next meeting, the city attorney will review the document. It will be on the next agenda for adoption. It takes effect after publication (March 15).

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CITY OF LAUDERDALE

ORDINANCE NO. 11-01

An Ordinance Amending Section 1-5 of the Code of Ordinances Regarding the City Council.

The city council of the city of Lauderdale ordains as follows:

SECTION I. The Lauderdale City Code is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

CHAPTER 5

CITY OFFICIALS

SECTION:

- 1-5-1: Mayor And City Council Compensation
- 1-5-2: Council Meeting Bylaws
- 1-5-2--1: Regular Meetings
- 1-5-2--2: Special Meetings And Work Sessions
- 1-5-2--3: Emergency Meetings
- 1-5-2--4: Quorum
- 1-5-2--5: Minutes
- 1-5-2--6: Motions
- 1-5-2--7: Petitions, Memorials, Etc.
- 1-5-2--8: Votes
- 1-5-2--9: Rules Of Order
- 1-5-2-10: Language Included On Agenda
- 1-5-2-11: Order Of Business
- ~~1-5-2-12: Seating Of Council~~
- 1-5-2-13²: Items Not On Agenda
- 1-5-3: City Administrator

1-5-1: MAYOR AND CITY COUNCIL COMPENSATION¹:

A. Mayor: The annual salary for the Mayor shall be three thousand six hundred dollars (\$3,600.00).

B. Council Members: The annual salary for each member of the City Council shall be two thousand four hundred dollars (\$2,400.00).

C. Payment: The salaries established in this Section shall be paid in ~~four (4) equal installments at the March, June, September~~

1. M.S.A. § 415.11.

~~and December Council meetings of each year~~monthly. (Ord. 72, 10-14-1986)

D. Effective Date: The salaries established in this Section shall take effect for the City Council in office beginning January 7, 2002.

1-5-2: COUNCIL MEETING BYLAWS:

1-5-2-1: REGULAR MEETINGS:

Regular meetings of the Council shall be held at the City Hall on the second and fourth Tuesday of each month at seven ~~o'clock~~ thirty (7:00~~30~~) P.M. Work sessions of the Council shall be held ~~the second Tuesday of each month as needed which begins at seven o'clock (7:00) P.M~~ during the regularly scheduled council meetings. The Council may make motions and take action at these work sessions. (Ord. 1, 7-27-1993; amd. 7-25-1995)

1-5-2-2: SPECIAL MEETINGS AND WORK SESSIONS:

Special meetings and work sessions must be called at the request of at least three (3) members of the Council. Only those items specifically agreed upon in advance shall be considered. At least twenty four (24) hours⁺ advance notice must be given to all members of the Council prior to the holding of said special meetings and work sessions, and such notice shall also be posted at City Hall at least twenty four (24) hours in advance of the special meeting. (Ord. 1, 7-27-1993)

1-5-2-3: EMERGENCY MEETINGS:

Emergency meetings may be called at any time, providing all members of the Council agree to waive notice prior to the holding of such emergency meeting. (Ord. 1, 7-27-1993)

1-5-2-4: QUORUM:

Three (3) members of the Council shall constitute a quorum. (Ord. 1, 7-27-1993)

1-5-2-5: MINUTES:

As soon as a quorum is present, minutes of the previous meeting shall be approved as presented or accepted after corrections have been made. (Ord. 1, 7-27-1993)

1-5-2-6: MOTIONS:

A. Any motion, by any member, shall be reduced to writing by the recorder.

~~B. No motion shall be put to vote until it has been stated by the recorder.~~

~~CB. After a motion shall be stated by the recorder is made, it shall be in possession of the Council, but it may be withdrawn at any time by the Council member presenting the motion before being amended or acted upon. All motions and amendments thereto shall be entered upon the minutes and the vote thereon, whether they be adopted or rejected. (Ord. 1, 7-27-1993)~~

1-5-2-7: PETITIONS, MEMORIALS, ETC.:

Petitions, memorials, and other papers addressed to the Council shall be presented by the presiding officer or by a member in his/her place, or may be read ~~by the recorder~~ at the request of a member or the presiding officer. All petitions, memorials, and other communications which may be filed with, or delivered to the City Administrator prior to the meeting of the Council shall be brought before the Council by the City Administrator. (Ord. 1, 7-27-1993)

1-5-2-8: VOTES:

A. Roll Call: Roll call shall be called from the presiding officer's right to his/her left, except the presiding officer shall vote last.

B. Entry In Minutes: Each individual's vote shall be entered in the minutes.

C. Abstention Or Disqualification: Any member may abstain from voting or disqualify himself/herself. The reason for disqualification or abstention must be stated by the member and entered in the minutes. If a member disqualifies himself/herself, he/she may leave the room while the issue is being considered. (Ord. 1, 7-27-1993)

1-5-2-9: RULES OF ORDER:

A. Robert's Rules Of Order: The rules of parliamentary practice embraced in Robert's Rules of Order (Revised) shall govern the Council procedure in cases to which they are applicable and to which they are not inconsistent with the standing rules of order and business of the Council.

B. Suspension Of Rules: No rule of the Council shall be suspended without the concurrence of at least four (4) members of the Council. (Ord. 1, 7-27-1993)

1-5-2-10: LANGUAGE INCLUDED ON AGENDA:

The following language is to be included on each agenda:

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 following times and always within the prescribed rules of conduct for public input at meetings:

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.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA: 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 under the Other Business 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.

(Ord. 1, 7-27-1993; amd. 10-24-1995)

1-5-2-11: ORDER OF BUSINESS:

The following shall be the order of business of the Council:

- A. Call the meeting to order by the Mayor.

B. Roll call.

C. Approval of agenda, approval of minutes and approval of claims.

~~D. Opportunity for the public to address the Council on items not on the agenda.~~

ED. Consent agenda (optional).

1. The Administrator may include a consent agenda section as an order of business.

2. Consent items are considered as one item requiring one motion for approval and one vote.

3. If anyone wishes to discuss a consent item separately or vote on it as an individual action, that item can be separated from the list and considered with the regular agenda. The rest of the consent agenda would then be adopted with the one motion, one vote procedure.

FE. Special Order of Business/Recognitions/proclamations.

GF. Informational presentations/guest speakers reports.

HG. Public hearings.

IH. Discussion/Action items.

~~J. Discussion items.~~

KI. Items removed from consent agenda (optional).

LJ. Additional items.

~~M. Reports.~~

NK. Set agenda for next meeting.

L. Work Session/opportunity for the public to address the Council.

OM. Adjournment. (Ord. 1, 7-27-1993; amd., 10-24-1995)

~~1-5-2-12: SEATING OF COUNCIL:~~

~~The seating of the Council at the Council meetings will be rotated each month. (Ord. 1, 7-27-1993)~~

1-5-2-132: ITEMS NOT ON AGENDA:

Items not included on the approved agenda may be introduced and

discussed on their merits. Before such an item may be approved or denied, the Council must, by unanimous voice vote, agree to consider the item. No official action (vote) shall be taken at the meeting unless the item warrants immediate action. If a unanimous vote is made and immediate action is required, all adopted rules of procedure except Section 1-5-2-10 shall apply. (Ord. 1, 7-27-1993)

1-5-3: CITY ADMINISTRATOR:

A. Position Established: The City hereby establishes the office of City Administrator.

B. Appointment; Removal: The City Administrator shall be chosen by the City Council on the basis of his/her training, experience and administrative qualifications. The City Administrator shall be appointed for an indefinite period by the majority of the Council and may be removed at any time for any reason by a majority of the full Council.

C. Qualifications: The City Administrator must have considerable knowledge of municipal government operations, proper procedures, public relations, finances, purchasing, and all administrative requirements for proper municipal operation. The City Administrator must have the ability to provide harmonious relations with City employees and the general public. The City Administrator must have the ability to develop plans, to collect and analyze information for reports and to conduct and implement standards of procedure, operation and organization.

D. Oath And Bond¹: The City Administrator shall be required to take an oath of office. He/she shall be bonded at City expense through a position bond which will indemnify the City.

E. Functions: The City Administrator shall carry out the job duties and responsibilities as outlined in the most recent Council-approved job description for the City Administrator and such other duties as may be assigned by the Council from time to time.

1. Clerk: The City Administrator is also the City Clerk.

2. Treasurer: The City Administrator is also the City Treasurer. (Ord. 89, 8-22-1995)

1. M.S.A. § 418.25.

History of Amendments Since Codification: 1/23/01, 2/25/03, 3/8/11.

SECTION II. This ordinance shall be effective upon its adoption and publication.

Adopted by the city council of the city of Lauderdale this 8th day of March, 2011.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review this 15th day of March,
| 2011.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date February 22, 2011

ITEM NUMBER Police Contract

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council negotiated a two-year police contract with the City of St. Anthony in the spring of 2009. The contact expires at the end of this year, and per the current agreement, a new agreement has to be in place by June 15, 2011. If the Council doesn't plan to renew the agreement, the City must notify St. Anthony by April 15, 2011.

St. Anthony anticipates they will have contract costs for 2012-2013 prepared by the first week of March. Their city manager thinks the increase will be about 2.5% (\$14,754), which will cover a pay and health benefit increase for the officers. For 2011, the police union agreed to a 2.0% pay increase.

Based on 2011 levy calculations, the 2012 levy will need to be raised about 3.25% to cover the increased policing costs.

The only thing the Council needs to decide right now is whether you would like staff to get bids from other agencies so I can let St. Anthony know of the Council's intentions.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of 6/23/09, 2009 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF LAUDERDALE, a municipal corporation under the laws of the State of Minnesota ("Lauderdale"). The services to be performed under this Agreement will commence January 1, 2010.

I. PURPOSE

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

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

II. INTERPRETATION

This Agreement is entered following the preparation by Lauderdale of a Request for Proposal for Police Services and the submission of a responsive Proposal by St. Anthony (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

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

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Lauderdale the same police service extended to persons and property within St. Anthony, which will include, but be limited to, the following:

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

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

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2010, and will continue until December 31, 2011. In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of \$578,595 for the year 2010 and an annual fee of \$590,167 for 2011, for police service under this Agreement. This Agreement will be effective January 1, 2010, and will continue indefinitely unless canceled in accordance with the procedure outlined in Section XX of this Agreement. In consideration of services provided for under this Agreement, St. Anthony and Lauderdale shall establish the fee for these services by June 15, 2011.

VI. METHOD OF PAYMENT

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

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of St. Anthony police officers under this Agreement, and will hold Lauderdale, its officers and employees harmless for any liability resulting from actions of a St. Anthony employee and shall defend Lauderdale, its officers and employees, against any claim for damages arising out of St. Anthony's performance of this Agreement; provided, however, that if the claim, action or liability is one which is insured by St. Anthony's liability insurer, Lauderdale will bear the first \$5,000.00 of expense for any such claim, action or liability; or expenses relation thereto, including attorneys' fees, to the extent not covered by the insurer because of a deductible amount under the policy (which deductible amount is currently \$10,000.00).

VIII. ADMINISTRATIVE RESPONSIBILITY

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

IX. JOINT ADVISORY COMMITTEE

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

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

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

XI. COOPERATION AND ASSISTANCE AGREEMENTS

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

XII. HEADQUARTERS

Headquarters for services rendered to Lauderdale under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Lauderdale may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Lauderdale at the Lauderdale City Hall, and Lauderdale will have facilities available to the officers at Lauderdale City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

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

XIV. ENFORCEMENT POLICIES

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

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE

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

XVI. OFFICERS OF LAUDERDALE

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

XVII. OFFENSES

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

XVIII. COMMUNICATIONS

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

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

XIX. PROSECUTION AND REVENUES

Lauderdale will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Lauderdale. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2010 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Lauderdale shall establish the fee for police services by June 15, 2011.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by April 15th of the odd numbered years that Lauderdale or St. Anthony intends to terminate the Agreement. Termination of this Agreement shall be effective on December 31st at 11:59 p.m. of the year that either Lauderdale or St. Anthony terminates the Agreement.

XXII. REVIEW OF AGREEMENT


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

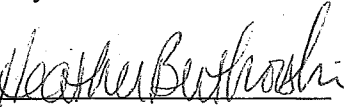
XXIII. ASSIGNMENT

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

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


CITY OF LAUDERDALE


By: 
Mayor

By: 
City Administrator

Date: 6/9/09

CITY OF ST. ANTHONY

By: 
Mayor

By: 
City Manager

Date: 6/23/09