

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, MARCH 8, 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 22, 2011, City Council Meeting
- c. Claims Totalling \$73,987.95

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
- b. Recreation Agreement with the City of Roseville

6. SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS

7. INFORMATIONAL PRESENTATIONS / REPORTS

- a. Annual Presentation by Police Chief Ohl

8. PUBLIC HEARINGS

FILE

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. Draft Encroachment Agreement for 2311 Ione Street
- b. Revisions to Ordinance Title 1, Chapter 5 Regarding City Officials

10. ITEMS REMOVED FROM THE CONSENT AGENDA

11. ADDITIONAL ITEMS

12. SET AGENDA FOR NEXT MEETING

- a. Tile Cleaning and Maintenance Quotes
- b. Legislative Update from State Representative Mindy Greiling and State Senator John Marty
- c. Police Contract
- d. Annual SWPPP Presentation – April 26

13. WORK SESSION

14. ADJOURNMENT

February 22, 2011

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

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

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

Mayor Dains asked for changes to the meeting agenda. Burkowski added a review of the letter from State Representative Linda Runbeck regarding local government aid. Councillor Mac Lean moved to approve the agenda as amended. Councillor Hawkinson seconded the motion and it passed unanimously.

Councillor Mac Lean moved to approve the February 8, 2011, City Council meeting minutes. Councillor Hawkinson seconded the motion and it passed unanimously.

Councillor Hawkinson moved approval of the claims totaling \$43,942.36. Councillor Mac Lean seconded the motion and it passed unanimously.

Mayor Dains asked if anyone in attendance wished to address the Council. No one present wished to do so.

Mayor Dains asked if councillors wished to remove items from the consent agenda. There being no one, Councillor Gaasch moved the consent agenda item: 2011 HVAC and rental housing licenses. Councillor Hawkinson seconded the motion and it passed unanimously.

Butkowski said the Mississippi Watershed Management Organization (MWMO) was asking member cities to approve the updated joint powers agreement. The modified agreement reflects their current practices and levy authority.

Councillor Mac Lean moved to adopt Resolution 022211A - Amending the joint powers agreement for the creation of the Middle Mississippi River Watershed Management Organization and ratifying the acts thereof. Councillor Gaasch seconded the motion and it passed unanimously.

Traditionally, the City has transferred general fund revenue in excess of 45% of the next year's operating expenses to capital improvement funds after the audit. In light of funding instability,

the auditor asked if the City wanted to retain more. The auditor noted the City could transfer \$112,594 if 60% of the next year's operating budget were kept in the general fund.

The auditor also worked with staff on closing the 2002 debt service fund as the bonds were paid February 1. A transfer of \$68,380.60 from the TIF project fund is needed to cover the bond debt. Staff is also recommending that outstanding 2001 street assessment dollars be deposited into the street improvement fund to save for future projects.

Councilor Gaasch moved 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. Councilor Mac Lean seconded the motion and it passed unanimously.

The Council considered the purchase of a replacement tractor / mower. The state bid price for a John Deere model comparable to what the City currently has is \$30,434.05 after a trade in of the old mower valued at \$4,250.

Councilor Hawkinson moved to direct staff to purchase the utility tractor, loader, and mower at the state bid price through Scharber and Sons. Councilor Gaasch seconded the motion and it passed unanimously.

The City Council reviewed the ordinance governing the City Council to see what changes should be made to reflect their current practices. The Council suggested moving the public forum to the work session. The Council has no further suggestions. *The ordinance will be sent to the city attorney for review.*

Butkowski reviewed the preliminary agenda for the next meeting, which included the annual SWPPP presentation on April 26. Mayor Dains suggested inviting State Senator John Marty and State Representative Mindy Grelling to an upcoming Council meeting. Staff will arrange that.

The Council received a letter from State Representative Linda Runbeck asking for input regarding local government aid (LGA). Staff will draft a response on behalf of the council.

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 2010-2011 police contract will expire at the end of December. The Council discussed whether they would like to solicit bids from other law enforcement agencies. The Council said they feel St. Anthony does a good job and would like to renew the agreement with them.

LAUDERDALE CITY COUNCIL

MEETING MINUTES

Lauderdale City Hall

1891 Walnut Street

Lauderdale, MN 55113

Page 3 of 3

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 8:06 p.m.

Respectfully submitted,



Heather Butkowski

City Administrator

**CITY OF LAUDERDALE
CLAIMS FOR APPROVAL
March 8, 2011 City Council Meeting**

Payroll	03/04/11 Payroll: Direct Deposit # 501139-501142	\$6,887.65
	03/04/11 Payroll: Payroll Liabilities, e-payments 532E-534E	\$6,104.68
Vendor Claims	03/08/11 Claims: Check #'s 20637-20650	\$60,995.62
SUBTOTAL		\$73,987.95

Total Claims for Approval \$73,987.95

CITY OF LAUDERDALE
Payments

Current Period: MARCH 2011

Batch Name 030411pyroll Payment Computer Dollar Amt \$6,104.68 Posted

Refer 1943 NORTH STAR BANK, CHECKING S CK# 000532E 3/4/2011 3/4/11 payroll \$1,598.93

Cash Payment G 101-21703 FICA WITHHOLDING. \$1,135.74

Invoice
Transaction Date 3/4/2011 Due 0 NORTH STAR CHEC 10100 Total \$2,734.67

Refer 1944 PERA CK# 000533E 3/4/2011 3/4/11 payroll \$1,548.71

Cash Payment G 101-21704 PERA \$1,548.71

Invoice
Transaction Date 3/4/2011 Due 0 NORTH STAR CHEC 10100 Total \$1,548.71

Refer 1945 ICMA RETIREMENT TRUST - 457 CK# 000534E 3/4/2011 3/4/11 payroll \$1,821.30

Cash Payment G 101-21705 ICMA RETIREMENT \$1,821.30

Invoice
Transaction Date 3/4/2011 Due 0 NORTH STAR CHEC 10100 Total \$1,821.30

Refer 10100 NORTH STAR CHECKING \$6,104.68

Invoice
Transaction Date 3/4/2011 Due 0 NORTH STAR CHEC 10100 Total \$6,104.68

Pre-Written Checks	\$6,104.68
Checks to be Generated by the Computer	\$0.00
Total	\$6,104.68

Fund Summary	
101	\$6,104.68
BATCH Total	\$6,104.68

***Check Detail Register©**

CITY OF LAUDERDALE

MARCH 2011

Check Amt Invoice Comment

10100 NORTH STAR CHECKING			
Paid Chk# 020637	3/8/2011	ABDO EICK & MEYERS LLP	
E 602-49100-301	AUDITING	\$900.00	2010 financial audit
E 601-49000-301	AUDITING	\$900.00	2010 financial audit
E 101-41500-301	AUDITING	\$7,200.00	2010 financial audit
Total ABDO EICK & MEYERS LLP		\$9,000.00	
Paid Chk# 020638	3/8/2011	AFSCME	
G 101-21709	UNION DUES	\$79.40	2/11 union dues
Total AFSCME		\$79.40	
Paid Chk# 020639	3/8/2011	AHDN ATTORNEYS	
E 101-41500-355	MISC PRINTING/PROCESS SER	\$5.36	2/11 legal processing
E 101-41500-300	LEGAL FEES - PROSECUTING	\$850.00	2/11 legal fees
Total AHDN ATTORNEYS		\$855.36	
Paid Chk# 020640	3/8/2011	BONESTROO	
E 602-49100-304	ENGINEERING	\$123.74	prepare Wetland Conservation Report
Total BONESTROO		\$123.74	
Paid Chk# 020641	3/8/2011	CINTAS	
E 601-49000-425	CLOTHING	\$27.69	pw clothing
E 602-49100-425	CLOTHING	\$27.69	pw clothing
Total CINTAS		\$55.38	
Paid Chk# 020642	3/8/2011	CITY OF ST ANTHONY	
E 101-42100-319	POLICE CONTRACT	\$49,180.58	3/11 police services
Total CITY OF ST ANTHONY		\$49,180.58	
Paid Chk# 020643	3/8/2011	GOPHER STATE ONE-CALL	
E 101-43400-386	GOPHER STATE ONE CALL	\$6.45	1/11 locates
Total GOPHER STATE ONE-CALL		\$6.45	
Paid Chk# 020644	3/8/2011	INTEGRA	
E 101-41200-391	TELEPHONE/PAGERS	\$40.64	1/11 fax line
Total INTEGRA		\$40.64	
Paid Chk# 020645	3/8/2011	KENNEDY & GRAVEN	
E 101-41500-305	LEGAL FEES - CIVIL	\$160.00	1/11 legal services - Skow
Total KENNEDY & GRAVEN		\$160.00	
Paid Chk# 020646	3/8/2011	KONICA MINOLTA	
E 101-41200-401	COPIER CONTRACT	\$232.09	3/11 copier contract
Total KONICA MINOLTA		\$232.09	
Paid Chk# 020647	3/8/2011	MAMA	
E 101-41200-438	DUES & SUBSCRIPTIONS	\$45.00	HB 2011 membership dues
Total MAMA		\$45.00	

CITY OF LAUDERDALE

*Check Detail Register©

MARCH 2011

Check Amt Invoice Comment

Check Amt	Invoice	Comment
\$450.00	3/8/2011	POSTMASTER - NEWSLETTER
\$450.00	E 101-41200-203	POSTAGE
\$450.00		2q11 newsletter postage
\$50.37	3/8/2011	RED WING SHOE STORE
\$50.37	E 602-49100-227	TOOLS & EQUIPMENT
\$285.36	E 601-49000-227	TOOLS & EQUIPMENT
\$335.73		DH & JH steel toe boots
\$431.25	3/8/2011	US BANK, DEBT SERVICES
\$431.25	E 304-47400-621	FILE MAINTENANCE CHARGES
\$431.25		2003A bond management contract
\$58,249.52	10100	NORTH STAR CHECKING
\$431.25	10100	NORTH STAR CHECKING
\$1,101.80	10100	NORTH STAR CHECKING
\$1,213.05	601	SEWER UTILITIES
\$1,213.05	602	STORM SEWER ENTERPRISE FUND
\$431.25	304 '03	ST/UTIL IMP DEBT SERVICE
\$58,249.52	101	GENERAL
\$60,995.62		Fund Summary

LAUDERDALE COUNCIL ACTION FORM

MEETING DATE <u>March 8, 2011</u>
AGENDA NUMBER <u>2011 Licenses</u>
DESCRIPTION <u>2011 Licenses</u>

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

BACKGROUND OR PAST COUNCIL ACTION
<p>The following applicants successfully met the criteria for their respective licenses.</p> <p style="text-align: right;">HVAC Jay Hawk Mechanical Rental Housing Rosehill Apartments</p>
OPTIONS

STAFF RECOMMENDATION
By approving the consent agenda, the Council approves the aforementioned licenses for 2011.

COUNCIL ACTION

STAFF ACTION

MOTION BY _____ SECOND _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____

Public Hearing _____

Discussion _____

Action _____

Resolution _____

Work Session _____

Meeting Date March 8, 2011

ITEM NUMBER Recreation Agreement

STAFF INITIAL *AS*

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

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

OPTIONS:

STAFF RECOMMENDATION:

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

COUNCIL ACTION:

**City of Roseville
City of Lauderdale**

Recreation Agreement

THIS AGREEMENT is effective March 2, 2011, by and between the City of Lauderdale (LAUD), 1891 Walnut Street ~ Lauderdale, MN 55113, and Roseville Parks and Recreation (RPR), 2660 Civic Center Drive ~ Roseville, Minnesota 55113. Roseville Parks and Recreation agrees to provide recreation program services to the City of Lauderdale between June 20 and August 24, 2011.

City of Lauderdale and Roseville Parks and Recreation agree to the following obligations:

1. RPR agrees to:

- Provide recreation programs and experiences to Lauderdale residents for the same fee as paid by Roseville residents.
- Coordinate registration, supervision, and program curriculum appropriate for the recreation programs.

- Provide summer recreation programs at Lauderdale Community Park. Dates and times subject to change.

○ Summer Sports Series ~ June 20 – August 9, 2011

- Slugger (pre-Tee) Mondays, 5:30-6:30pm
- T-Ball Wednesdays, 10:30-11:30am
- Wednesdays, 5:30-6:30pm
- Mini Kickers Mondays, 10:30-11:30am
- Kickers Mondays/Wednesdays, 9:15-10:15am
- Sports Combo Mondays/Wednesdays, 4:15-5:15pm
- Combo (jr) Mondays/Wednesdays, 6:45-7:45pm

○ Passport to Play ~ August 1 – 18, 2011

- Monday – Thursday, 1-4pm

- Provide Puppet Wagon shows at Lauderdale Community Park.

○ June 21 – August 1, 2011

- Thursdays @ 11:30am
- Day in the Park event (time to be determined)

- Provide program staff, program supplies and equipment, and program

maintenance support for all agreed upon and contracted recreation services. The City of Roseville agrees to provide field prep for programmatic needs such as lining of the soccer field.

2. LAUD agrees to:

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

Payment

1. LAUD agrees to pay RFR the difference between resident and non-resident fees for all recreation program registrations made by Lauderdale residents. Invoices to be submitted May 30, 2011, September 30, 2011 and December 30, 2011. Payment for programs shall be made no later than 30 days after receipt of invoice from Roseville.

2. LAUD agrees to pay RFR for Puppet Wagon Performances at Lauderdale Community Park. The agreed upon rate of \$90 for staffing and \$10 for supplies and materials (\$100 per week).

- Day in the Park event charged at \$36/hour
- Payment for Puppet Wagon Performances shall be made no later than 30 days after receipt of invoice from Roseville.

Liability

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

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

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

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

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

City of Roseville

By: _____
Title: Assistant Director, Parks & Recreation

Date: _____

By: _____

Title: City Manager

Date: _____

City of Lauderdale

By: _____
Title: Mayor

Date: _____

By: _____

Title: City Administrator/Clerk


Date: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date March 8, 2011

ITEM NUMBER	<u>David Gardner Request</u>
STAFF INITIAL	<u></u>
APPROVED BY ADMINISTRATOR	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Late last year David Gardner asked to lay previous pavers in the boulevard (city ordinance only allows for poured concrete). Staff initially tried to find a template from another entity that could be used to update city code but didn't have a whole lot of success. Roseville's city engineer mentioned that they use encroachment agreements in situations like these. Staff showed Roseville's encroachment agreement to the city attorney; he suggested the City use the more comprehensive version that he had drafted for another city. Jim tailored that version to David Gardner's request (attached).

The agreement provides what Gardner asked for, a way to allow him to side-step the ordinance and put previous pavers in the boulevard. A copy of the draft agreement was sent to Gardner and he anticipates being at the meeting.

The city attorney asked if the Council planned to have Gardner pay for staff time involved in drafting the agreement. While that hasn't been past practice, the agreement states that is at the Council's discretion. Let staff know how you would like to handle this.

OPTIONS:

Review the draft encroachment agreement. If everyone is on board with it, it can be approved during the meeting. It would take effect after being recorded at the County. Gardner may do that himself or reimburse city staff for doing it.

STAFF RECOMMENDATION:

COUNCIL ACTION:

1. Incorporation of Recitals. The recitals set forth above are incorporated herein and made a part of this Agreement.
2. Binding Agreement. This Agreement shall run with the land and shall inure to the benefit of and be binding upon the parties to this Agreement and their respective successors and assigns. The parties intend that the Property shall be owned, used, occupied, and conveyed subject to the terms of this Agreement.
3. Existing Right-Of-Way. Owner acknowledges that the Encroachment is partially located within the Right-Of-Way, and that the Right-Of-Way existed at the time of construction of the Encroachment. Owner acknowledges and agrees that the rights of the Owner to use, occupy,

AGREEMENT AND TERMS

- A. Owner is the owner of the real property located at 2311 Ione Street, in the City legally described as follows (the "Property"):
 - Rose Hill Addition, Lot 16, Block 1
- B. The Property abuts a lawfully established City street right-of-way dedicated in the plat of Rose Hill Addition, the location of which is depicted in the attached Exhibit A (the "Right-Of-Way").
- C. The Owner seeks to construct a sidewalk with previous pavers that encroaches upon the Right-Of-Way (the "Encroachment").
- D. The parties desire to enter into this agreement with respect to the Encroachment.

RECITALS

This Encroachment Agreement ("Agreement") is made as of this 8th day of March, 2011, by and between the City of Lauderdale, a Minnesota municipal corporation ("City") and, David Gardner and Laurie Ward Gardner ("Owner/s").

ENCROACHMENT AGREEMENT

- maintain and repair the Encroachment within the Right-Of-Way are subject to and subordinate in all respects to the rights of the City in relation to the Right-Of-Way.
4. Maintenance. Owner agrees to maintain the Encroachment so that it does not interfere with the City's use of the Right-Of-Way for public purposes. The Owner is responsible for all costs related to maintenance of the Encroachment.
5. Termination. This Agreement shall be for an indefinite term and continue until either terminated by one of the parties or in the event that the Encroachment is completely removed, destroyed, or demolished. Either party may terminate this Agreement at any time for any reason, by providing prior written notice to the other at least 30 days in advance of the effective date of termination. Upon termination of this Agreement, City shall, upon receipt of a request from Owner, execute and deliver to Owner in recordable form an instrument acknowledging termination of this Agreement. Termination of this Agreement shall not terminate the obligations or rights of the parties with respect to reimbursement of costs, as provided under paragraphs 7 and 8 of this Agreement, where such costs were incurred prior to the termination of this Agreement.
6. Owner's Risk. The City does not warrant that the area in which the Encroachment is constructed is suitable for the purposes for which it is permitted to be used under this Agreement. The Owner agrees that the Encroachment is constructed at his/her own risk and in full compliance with applicable City ordinances including, but not limited to, a minimum sidewalk width of 3 feet. The Owner assumes all risk with respect to their activities within and use of the Encroachment. The City shall have no responsibility with regard to any failure of or damage to the Encroachment.
7. Reimbursement of City's Costs. Owner agrees to reimburse the City for any staff time in preparing or reviewing this Agreement and for any additional work which may be required by the City, its agents, employees or staff in making this encroachment possible as determined by the City Council. The Owner is responsible for all costs incurred in recording this document. The Owner may record the document or reimburse the City for all fees and staff time necessary to record the document. If the Owner defaults in any payment to the City, the City may, at its option, assess the costs against the Property. The Owner, for itself, its heirs, successors and assigns, hereby waives the right to a hearing and notice of hearing and right to appeal any such assessment.
8. Removal of Encroachment. Owner shall remove, relocate, or alter the Encroachment at the Owner's sole cost and expense, if the City reasonably determines that it is in the public interest to do so in order to accommodate any public use of the Right-Of-Way. Owner must return the Encroachment area to its preexisting condition or better, unless otherwise directed by the City. If Owner fails to remove, relocate, or alter the Encroachment by the date specified by the City, the City shall have the right (but not the obligation) to enter the Property to do so. Owner grants the City a temporary easement for purposes of entering their Property to take such action, if necessary. The City may seek reimbursement of its costs in the manner provided in paragraph 7 above or by any other remedy available to the City in law or equity. The waiver provisions of paragraph 7 also apply to any assessment for the cost of removing the Encroachment.
9. Hold Harmless; Indemnification. Owner, for him/herself, his/her heirs, successors, and assigns, agrees to indemnify, defend and hold the City and its employees, officers and agents

or at such other address as either party may from time to time notify the other in writing.

b) As to the Owners:
 David Gardner and Laurie Ward Gardner
 2311 Ione Street
 Lauderdale, MN 55113

a) As to the City:
 City of Lauderdale
 1891 Walnut Street
 Lauderdale, MN 55113
 Attn: City Administrator

16. Notice. Required notices to the parties to this Agreement shall be in writing, and shall either be hand delivered or mailed to the following addresses:

15. Amendments. Any modification of this Agreement shall be binding only if evidenced in writing signed by both parties.

14. Entire Agreement. This Agreement shall constitute the entire agreement of the parties and any prior understanding or representation of any kind preceding the date of this Agreement shall not be binding upon either party except to the extent incorporated in this Agreement.

13. Applicable Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Minnesota.

12. No Liens. Owner agrees not to suffer or allow any liens, claims and processes to be placed against the City's rights to or interest in the Right-Of-Way as a result of the use of the Encroachment, including, without limitation, any liens for labor or materials provided for the construction, repair or maintenance of the Encroachment.

11. Recording. This Agreement shall be recorded in the office of the Ramsey County Recorder and/or Registrar of Titles. This Agreement becomes effective after receipt of the recorded document and proof of paid recording fees by the Owner and the City.

10. Insurance. Owner shall purchase and maintain homeowners' insurance to protect them from claims for damages because of bodily injury, death, and injury to or destruction of tangible property, including loss of use resulting from the Encroachment. The base limits of this policy shall be at least \$1,500,000 combined single limit. Owner shall provide the City with evidence of such insurance in the form of a certificate of insurance, no later than 10 days after execution of this Agreement. If the Owner fails to give such certificate of insurance to the City, this Agreement shall be null and void. Owner shall provide additional certificates of insurance to the City from time to time upon the reasonable request of the City. Nothing herein shall be deemed to be a waiver by the City of the municipal liability limits under Minnesota Statutes, Chapter 466.

Encroachment, Owner agrees to make no claim for damages against the City. harmless from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs or expense (including reasonable attorneys' fees) arising from or in connection with the Encroachment. In the event the City requires removal, relocation, or alteration of the

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

CITY OF LAUDERDALE

By: Jeffrey E. Dains
Its: Mayor

By: Heather Butkowski
Its: City Administrator/Clerk

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 8th day of March, 2011, by Jeffrey E. Dains, Mayor, and Heather Butkowski, City Administrator/Clerk of the City of Lauderdale Minnesota, a municipal corporation, on behalf of the City.

Notary Public

OWNERS/

David Gardner

Laurie Ward Gardner

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

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ and _____,

Notary Public

This document was drafted by:

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




Schematic of Encroachment Area

EXHIBIT A

**LAUDERDALE COUNCIL
ACTION FORM**

Meeting Date March 8, 2011

Item Number City Council Ordinance

Staff Initial 

Approved by Administrator _____

Action Requested

Consent _____

Public Hearing _____

Discussion _____

Action _____

Resolution _____

Work Session _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Since the last meeting, the city attorney reviewed the draft ordinance. He suggested a number of changes that I included in this version. He primarily tweaked wording to bring it in compliance with state law. None of his changes would alter the way the Council operates. The Council can further amend the document during the meeting, prior to adopting the changes. The ordinance takes effect after publication (March 15).

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt ordinance 11-01 regarding City Officials as presented (or amended).

COUNCIL ACTION:

~~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 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 may be called at the request of at least three (3) the mayor or two members of the Council. Only those items specifically agreed upon in advance for which notice was given 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) seventy-two (72) hours in advance of the special meeting in accordance with state law. (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 as provided by state law. (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)~~

1-5-2-65: 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.

EB. 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)

1-5-2-76: 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)

1-5-2-87: 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)

1-5-2-98: RULES OF ORDER:

A. Robert's Rules of Order: The rules of parliamentary practice embraced in Robert's Rules of Order Newly 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) The Council may alter or dispense of the rules whenever the Council finds it necessary or convenient for the sake of justice or efficiency.

1-5-2-109: 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)

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.~~

~~FD. 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-any member 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.~~

~~FH. Discussion/Action items.~~

~~F. Discussion items.~~

~~KI. Items removed from consent agenda (optional).~~

~~FJ. 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)~~

1-5-2-4311: 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 Bond: The City Administrator is also the city clerk and treasurer and therefore 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)

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.