

LAUDERDALE CITY COUNCIL MEETING AGENDA
THURSDAY, NOVEMBER 13, 2008
7:30 P.M. CITY HALL
1891 WALNUT STREET

1. **ROLL CALL**
2. **APPROVAL OF THE AGENDA**
3. **APPROVALS**
 - a. Minutes of the October 28, 2008, City Council Meeting.
 - b. Claims totaling \$83,680.44.
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL**
5. **CONSENT**
 - a. 2009 Rental Housing Licenses
 - b. GIS Users Group JPA
6. **SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS**
7. **PUBLIC HEARINGS** Public hearings are conducted so that the public affected by a proposal can have input in to the decision.
 - a. Rsygaard Plat Hearing with Variances
8. **REPORTS**
 - a. Halloween Event Report
9. **DISCUSSION / ACTION**
 - a. Rysgaard Plat with Variances – Resolution 111308A
 - b. Score Grant for Recycling – Resolution 111308B
 - c. City Administrator Appointment
10. **ITEMS REMOVED FROM THE CONSENT AGENDA**
11. **ADDITIONAL ITEMS**
12. **SET AGENDA FOR NEXT MEETING**
 - a. 2009 Budget Public Hearing
13. **WORK SESSION**
14. **ADJOURN**

FILE

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

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October 28, 2008

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

Councilors present: Lara Mac Lean, Denise Hawkinson, Karen Doherty, Clay Christensen, and Mayor Jeff Dains.

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

Mayor Dains asked for additions, deletions, or changes to the meeting agenda.

There being none, Councilor Hawkinson moved to approve the agenda. Councilor Doherty seconded the motion and it passed unanimously.

Councilor Christensen moved approval of the October 14, 2008, City Council minutes. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Mac Lean moved approval of the claims totaling \$18,591.30. Councilor Hawkinson seconded the motion and it passed unanimously.

Mayor Dains asked if members of the public wished to address the Council.

There being no one, Councilor Mac Lean moved the consent agenda approving 2009 rental housing licenses, revisions to the Skating Rink Ice Time Policy, adoption of the "Red Flag" Identity Theft Prevention Policy, and the PCIC minutes from October 6, 2008. Councilor Hawkinson seconded the motion and it passed unanimously.

Bownik reported on plans for the Halloween Event. Candy and monetary donations are being accepted at City Hall. Set up will primarily be on September 29 with maze construction on October 30. All are welcome to attend and encouraged to dress in costume.

At the last meeting, the Council chose a lantern style pedestrian light for the new TH280 Bridge. Butkowski received maintenance agreement information from the City of St. Paul and Wright-Hennepin Cooperative Electric Association (WHE). Both offer contracts on a time and materials basis. WHE quoted \$110/hour. St. Paul quoted \$92.29/hour for a lead electrician and \$14/hour for a bucket truck. From a cost perspective, the maintenance prices were comparable.

With regard to the fixtures and poles, Signature Lighting (WHE's installation partner) could provide Mn/DOT with the "Lantern" fixture also offered by XCEL. St. Paul's city-standard decorative light is of a similar lantern style. The Council reviewed the specs of both fixtures

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and poles. Staff explained the City of St. Paul stocks replacement fixtures and poles so the City would not have to. With WHE, the City would have to store a pole and fixture should a replacement be necessary.

Council Christensen said he liked the St. Paul light as it is designed to direct the light downward. He also felt contracting with St. Paul made sense as the City has an existing light maintenance contract with them.

Councilor Mac Lean moved to select the City of St. Paul for TH280 Bridge light maintenance. Councilor Hawkinson seconded the motion and it passed unanimously.

Bownik presented on the recycling contract renewal. Mayor Dains asked whether pick-up on Monday holidays would still be moved to Tuesdays. He also asked whether weekly collection would begin on January 1. The answer to both questions was yes. Eureka will send out literature regarding changes before the end of the year.

Councilor Hawkinson moved to approve the recycling contract amendment agreement with Eureka Recycling. Councilor Mac Lean seconded the motion and it passed unanimously.

Bownik reported on a retaining wall built in the alley right-of-way that a resident refuses to move. As the City does not require a permit for retaining walls, the resident cannot be forced to delineate property lines. The burden of proof is on the City which would require surveying the alley right-of-way. The survey would not be a recoverable cost. Councilors expressed concern as the City did not survey alleys before paving them during the street reconstruction projects.

The Mayor asked what a zoning ordinance regarding retaining walls would do in this case. Bownik responded it would not help in this case, but it would be worth considering a permitting process and setbacks for retaining walls as the City does for fences.

Councilor Christensen moved not to survey the alley of 1816 Walnut Street but requested staff revise city ordinance to include setbacks for retaining walls. Councilor Mac Lean seconded the motion and it passed unanimously.

At the last meeting, Joe Ruebbelke of Infratech presented information on smoke testing. The Council was interested in Infratech smoke testing the entire City this fall. Staff considered that request and felt it may not be possible, but smoke testing south of Larpenteur would be. Butkowski explained the project would take anywhere from two days to a week to accomplish. Additionally, if any sources of inflow or infiltration were discovered, staff would have to address the volume of I/I and potential for Metropolitan Council credit before moving on to other parts of the City.

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Councilor Hawkinson moved to approve smoke testing by Infratech at the rate of \$210 per hour. Councilor Mac Lean seconded the motion and it passed unanimously.

Butkowski informed the Council that Ramsey County's traffic engineer will not stripe crosswalks at the Spring/Eustis and Roselawn/Eustis intersections as requested. She offered to install "No Parking from Here to Corner" signs on Eustis Street if the Council desired.

Councilor Mac Lean moved to approve Ramsey County's installation of no parking signs on Eustis Street. Councilor Doherty seconded the motion and it passed unanimously.

Butkowski read the items on the agenda for the next meeting: Rysgaard replat project, Score Grant for recycling, and the GIS Users Group joint powers agreement.

The Council then moved into the work session.

Butkowski said the updated budget reflected funding for the March Dance, dog park maintenance, IT equipment, and TH280 Bridge lights (if needed). The budget also transfers \$30,000 to the 2000 Debt Service Fund (302) and \$42,871 to the Park Fund (404) from the General Fund.

Butkowski recapped a discussion with Staci Kvilvang from Ehlers about the TIF Fund. As it is an older district, she thinks the City could use the money for streetscaping as part of redevelopment. The money, however, cannot be used to directly support businesses. Their office reviewed the City's last TIF statement submitted to the State Auditor. District revenue is expected to come in ahead of the budget set when the district was formed. If true, the City will have the option to give up those funds or modify the budget. She said modifying the budget requires a process similar to modifying any aspect of the TIF plan. This won't happen in 2009 but will need to be evaluated in 2010.

Mayor Dains suggested evaluating the PCIC events with input from the council liaisons. Councilor Mac Lean suggested this be done at year end or at the annual goal setting session.

As Councilor Hawkinson will not be at the November 25 meeting, the Mayor suggested discussing the city administrator and deputy clerk positions at the November 13 meeting.

The Council moved to the Council Communications agenda item.

- Butkowski informed the Council that staff received a draft of the Eustis Street feasibility study to review. Bonestroo asked how quickly the Council plans to act on the project. Staff asked them to present the study to the Council in 2009.

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- A property owner inquired about the steep slope forming from their lot line to the noise wall. Staff asked Mn/DOT about their grading plans. They will back fill to one and one-half feet on the wall side and slope to the owners' property lines. Sod will be laid in the spring. For about 6-8 properties, the slope will be one to three to one to four. For everyone else it will be one to two. The project engineer said they considered regrading yards but can't due to the gardens, trees, and sheds in residents' backyards.
- Mn/DOT will be posting weight restrictions on the railway bridge (26 ton for a single truck). It will only be for this year as the bridge will be rebuilt next year.
- Due to the bottom edge of the hockey boards being uneven, Bonestroo asked the contractor to install kick plates as soon as possible for the hockey season.
- Mn/DOT acquired a small parcel from New Mech for the TH280 Bridge project.

Councilor Hawkinson moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 9:08 p.m.

Respectfully submitted,

Heather Butkowski
Acting City Administrator

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

November 13, 2008 City Council Meeting

Payroll

10/31/08 Payroll: Direct Deposit # 500634-500643	\$7,459.41
10/31/08 Payroll: Payroll Liabilities, e-payments 302E-305E	\$6,456.78

Vendor Claims

11/13/08 Claims: Check #s 19425-19456	\$69,764.25
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Subtotal of Claims From Above **\$83,680.44**

Total Claims for Approval	\$83,680.44
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CITY OF LAUDERDALE

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Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
500641	000000002	HINRICHS, DAVID C	22	BI-WEEKLY	\$1,041.64		Outstanding
500642	000000005	HUGHES, JOSEPH A	22	BI-WEEKLY	\$1,509.53		Outstanding
500638	000000010	DAINS, JEFFREY	22	BI-WEEKLY	\$276.23		Outstanding
500634	000000011	BOWNIK, JAMES	22	BI-WEEKLY	\$1,074.06		Outstanding
500637	000000014	CHRISTENSEN, CLAY	22	BI-WEEKLY	\$184.70		Outstanding
500639	000000004	DOHERTY, KAREN	22	BI-WEEKLY	\$184.70		Outstanding
500635	000000007	BUTKOWSKI-HINRICHS, HE	22	BI-WEEKLY	\$1,643.64		Outstanding
500640	000000041	HAWKINSON, DENISE	22	BI-WEEKLY	\$184.70		Outstanding
500643	000000013	MAC LEAN, LARA	22	BI-WEEKLY	\$184.70		Outstanding
500636	000000017	CALLAHAN, COLLEEN	22	BI-WEEKLY	\$1,175.51		Outstanding
					<u>\$7,459.41</u>		

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Payments

Current Period: OCTOBER 2008

Batch Name	103108payrol	Computer Dollar Amt	\$6,456.78	Posted	
Payment					
Refer	540 MN DEPARTMENT OF REVENUE	Ck# 000302E	10/31/2008		
Cash Payment	G 101-21702 STATE WITHHOLDING	10/08 State Withholding			\$1,128.45
Invoice					
Transaction Date	10/30/2008	Due 0 NORTH STAR CHEC	10100	Total	\$1,128.45
Refer	541 PERA	Ck# 000303E	10/31/2008		
Cash Payment	G 101-21704 PERA	103108 Payroll			\$1,141.91
Invoice					
Transaction Date	10/30/2008	Due 0 NORTH STAR CHEC	10100	Total	\$1,141.91
Refer	542 ICMA RETIREMENT TRUST - 457	Ck# 000304E	10/31/2008		
Cash Payment	G 101-21705 ICMA RETIREMENT	103108 Payroll			\$1,530.18
Invoice					
Transaction Date	10/30/2008	Due 0 NORTH STAR CHEC	10100	Total	\$1,530.18
Refer	543 NORTH STAR BANK, CHECKING S	Ck# 000305E	10/31/2008		
Cash Payment	G 101-21703 FICA WITHHOLDING.	103108 Payroll			\$1,791.66
Invoice					
Cash Payment	G 101-21701 FEDERAL TAXES	103108 Payroll			\$864.58
Invoice					
Transaction Date	10/30/2008	Due 0 NORTH STAR CHEC	10100	Total	\$2,656.24

Fund Summary		BATCH Total	\$6,456.78
	10100 NORTH STAR CHECKING		
101		\$6,456.78	
		\$6,456.78	

Pre-Written Checks	\$6,456.78
Checks to be Generated by the Compute	\$0.00
Total	\$6,456.78

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

NOVEMBER 2008

		Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING				
Paid Chk#	019425	11/13/2008	ABDO EICK & MEYERS LLP	
	E 101-41200-308	TRAINING\CONFERENCES	\$75.00	Capital Asset Reporting Traini
	Total ABDO EICK & MEYERS LLP		\$75.00	
Paid Chk#	019426	11/13/2008	AFSCME	
	G 101-21709	UNION DUES	\$104.10	10/08 Union Dues
	Total AFSCME		\$104.10	
Paid Chk#	019427	11/13/2008	BATC	
	E 101-41200-308	TRAINING\CONFERENCES	\$32.00	Toastmasters 6mo dues JB
	Total BATC		\$32.00	
Paid Chk#	019428	11/13/2008	BLUE CHIP TREE CO., INC.	
	E 101-45200-317	TREE SERVICE	\$741.91	10/08 Tree trimming
	Total BLUE CHIP TREE CO., INC.		\$741.91	
Paid Chk#	019429	11/13/2008	BONESTROO, ROSENE, ANDERLIK	
	E 601-49000-304	ENGINEERING	\$137.00	09/08 engineering - Comp sewer
	E 601-49000-304	ENGINEERING	\$75.50	09/08 enengineering - Utility b
	E 404-48404-304	ENGINEERING	\$615.73	09/08 engineering - ice rink
	E 401-48401-304	ENGINEERING	\$4,546.25	09/08 engineering - Eustis Str
	Total BONESTROO, ROSENE, ANDERLIK		\$5,374.48	
Paid Chk#	019430	11/13/2008	BUTKOWSKI, HEATHER	
	E 101-41200-331	TRAVEL EXPENSE	\$119.34	3q08 Mileage
	E 101-41500-201	GENERAL SUPPLIES	\$54.47	Election Day Meal expenses
	Total BUTKOWSKI, HEATHER		\$173.81	
Paid Chk#	019431	11/13/2008	CINTAS	
	E 602-49100-425	CLOTHING	\$33.66	PW Clothing
	E 601-49000-425	CLOTHING	\$33.66	PW Clothing
	Total CINTAS		\$67.32	
Paid Chk#	019432	11/13/2008	CITY OF ROSEVILLE	
	E 101-41200-391	TELEPHONE/PAGERS	\$915.20	Feb 15-Oct 14 phone services
	E 101-41200-306	CONSULTING FEES	\$263.33	11/08 IT Services
	Total CITY OF ROSEVILLE		\$1,178.53	
Paid Chk#	019433	11/13/2008	CITY OF ST ANTHONY	
	E 101-42100-319	POLICE CONTRACT	\$45,675.00	11/08 Police Service
	Total CITY OF ST ANTHONY		\$45,675.00	
Paid Chk#	019434	11/13/2008	EAST HENNEPIN AUTO SERVICE INC	
	E 602-49100-212	MOTOR FUELS	\$13.75	10/08 Motor Fuels
	E 101-43000-212	MOTOR FUELS	\$64.15	10/08 Motor Fuels
	E 601-49000-212	MOTOR FUELS	\$13.75	10/08 Motor Fuels
	Total EAST HENNEPIN AUTO SERVICE INC		\$91.65	

CITY OF LAUDERDALE

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NOVEMBER 2008

			Check Amt	Invoice	Comment
Paid Chk#	019435	11/13/2008	GLENWOOD INGLEWOOD		
	E 101-41200-208	WATER DELIVERY	\$8.21		10/08 Water Delivery
		Total GLENWOOD INGLEWOOD	\$8.21		
Paid Chk#	019436	11/13/2008	JACK BARLOW		
	E 101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$19.80		Garbage Bag Drum Liners
		Total JACK BARLOW	\$19.80		
Paid Chk#	019437	11/13/2008	JIMMYS JOHNNYS INC		
	E 101-45200-427	PORTA POTTY RENTAL	\$183.69		10/3-10/30 porta potty
		Total JIMMYS JOHNNYS INC	\$183.69		
Paid Chk#	019438	11/13/2008	JOHN MAC LEAN		
	E 201-45600-379	HALLOWEEN EVENT	\$119.68		09 Halloween Materials - Party
		Total JOHN MAC LEAN	\$119.68		
Paid Chk#	019439	11/13/2008	LILLIE SUBURBAN NEWS		
	E 101-41200-309	DELIVERY	\$660.00		10/08 Roseville Review Deliver
		Total LILLIE SUBURBAN NEWS	\$660.00		
Paid Chk#	019440	11/13/2008	MACNAMARA TRUCKING		
	E 101-43000-324	ALLEY REPAIR	\$745.00		Eustis/Malvern alley clean-up
		Total MACNAMARA TRUCKING	\$745.00		
Paid Chk#	019441	11/13/2008	MET-COUNCIL ENVIRONMENTAL SER.		
	E 601-49000-387	WATER TREATMENT SERVICE	\$9,632.21	885320	12/08 Waste Water Services
		Total MET-COUNCIL ENVIRONMENTAL SER.	\$9,632.21		
Paid Chk#	019442	11/13/2008	MIDWEST FENCE		
	E 404-48404-527	GENERAL PARK IMPROVEMEN	\$1,905.00		Park Fence - Salovich line
		Total MIDWEST FENCE	\$1,905.00		
Paid Chk#	019443	11/13/2008	MN DEPT. OF ADMIN - IPA		
	E 101-41200-308	TRAINING/CONFERENCES	\$95.00		Data Practices Workshop - HB
		Total MN DEPT. OF ADMIN - IPA	\$95.00		
Paid Chk#	019444	11/13/2008	NELSON CHEESE AND DELI		
	E 101-41500-201	GENERAL SUPPLIES	\$91.06		Primary Election Judges Meal
	E 101-41500-201	GENERAL SUPPLIES	\$127.57		General Election Judges Meal
		Total NELSON CHEESE AND DELI	\$218.63		
Paid Chk#	019445	11/13/2008	NORTH STAR BANK, PETTY		
	E 101-43400-203	POSTAGE	\$15.96		Cert letters
	E 101-41200-203	POSTAGE	\$4.80		USPS - LSWMP to met council
	E 101-41500-201	GENERAL SUPPLIES	\$5.00		Election - Nelsons tip
	E 101-43400-203	POSTAGE	\$5.32		cert letter - Rivard
	E 101-43400-203	POSTAGE	\$5.32		Cert letters
	E 101-45200-412	WARMING HOUSE REPAIR/MAI	\$9.78		wh window repair
	E 101-41500-201	GENERAL SUPPLIES	\$9.80		fabric to cover board for elec

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CITY OF LAUDERDALE

NOVEMBER 2008

Check Amt Invoice Comment

E 101-41200-308	TRAINING\CONFERENCES	\$10.00	SRA lunch meeting HB
E 101-41200-203	POSTAGE	\$10.64	2 cert letters - Salovich
E 101-41200-308	TRAINING\CONFERENCES	\$15.00	APMP lunch meeting JB
E 101-41200-203	POSTAGE	\$2.70	Met council map mailer
E 101-43400-203	POSTAGE	\$17.12	stamps and cert letter
E 101-41500-201	GENERAL SUPPLIES	\$51.28	Cub primary election judges fo
E 201-45600-440	MEETING EXPENSES	\$25.00	PCIC meeting
E 201-45600-440	MEETING EXPENSES	\$23.00	PCIC meeting
E 201-45600-379	HALLOWEEN EVENT	\$19.00	Propane
E 201-45600-377	DAY IN THE PARK	\$50.00	Prizes - Mac Lean Reimbursemen
E 201-45600-379	HALLOWEEN EVENT	\$59.75	cider, food
E 101-41200-308	TRAINING\CONFERENCES	\$15.00	APMP lunch meeting - JB
Total NORTH STAR BANK, PETTY			
		\$354.47	
Paid Chk# 019446	11/13/2008	ONE CALL CONCEPTS	
E 101-43400-386	GOPHER STATE ONE CALL	\$40.60	8100622
		\$40.60	10/08 Locale Tickets
Total ONE CALL CONCEPTS			
		\$40.60	
Paid Chk# 019447	11/13/2008	PARK SERVICE	
E 602-49100-212	MOTOR FUELS	\$18.69	10/08 Motor Fuels
E 101-43000-212	MOTOR FUELS	\$87.20	10/08 Motor Fuels
E 601-49000-212	MOTOR FUELS	\$18.69	10/08 Motor Fuels
		\$124.58	
Total PARK SERVICE			
		\$124.58	
Paid Chk# 019448	11/13/2008	RAMSEY COUNTY, PROP REC & REV	
G 101-21706	HEALTH INSURANCE	\$282.60	11/08 Insurance
E 101-42100-442	MISC	\$505.92	10/08 911 dispatching
E 101-41200-355	MISC PRINTING/PROCESS SER	\$20.00	11/08 Insurance
		\$808.52	
Total RAMSEY COUNTY, PROP REC & REV			
		\$808.52	
Paid Chk# 019449	11/13/2008	SAM'S CLUB	
E 101-45200-228	MISC REPAIRS MAINT SUPPLIE	\$70.23	misc supplies park
E 101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$77.03	misc supplies truck
		\$147.26	
Total SAM'S CLUB			
		\$147.26	
Paid Chk# 019450	11/13/2008	ST PAUL REGIONAL WATER SERVICE	
E 101-43000-382	WATER	\$21.38	3q08 water service - city hall
E 101-45200-382	WATER	\$21.38	3q08 water service - warming h
E 601-49000-382	WATER	\$21.38	3q08 water service - pw garage
		\$64.14	
Total ST PAUL REGIONAL WATER SERVICE			
		\$64.14	
Paid Chk# 019451	11/13/2008	STEICHENS SPORTING GOODS	
E 404-48404-527	GENERAL PARK IMPROVEMEN	\$181.48	2 Hockey Goals for Park
		\$181.48	
Total STEICHENS SPORTING GOODS			
		\$181.48	
Paid Chk# 019452	11/13/2008	SUBURBAN ACE HARDWARE	
E 101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$143.80	carpet shampoo & fastners
		\$143.80	
Total SUBURBAN ACE HARDWARE			
		\$143.80	

CITY OF LAUDERDALE

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Paid Chk# 019453	11/13/2008	TRUCK UTILITIES		
E 101-43000-313		SNOW & ICE REMOVAL	\$21.30	
		Total TRUCK UTILITIES	\$21.30	Snow Plow Bolt
Paid Chk# 019454	11/13/2008	WASTE MANAGEMENT		
E 101-43000-384		REFUSE DISPOSAL	\$97.67	
		Total WASTE MANAGEMENT	\$97.67	47771042-0500- 11/08 Waste pick up
Paid Chk# 019455	11/13/2008	XCEL ENERGY, CITY HALL		
E 101-43000-381		ELECTRIC	\$141.41	
E 101-43000-383		GAS UTILITIES	\$61.31	
		Total XCEL ENERGY, CITY HALL	\$202.72	10/08 Electric 10/08 Gas
Paid Chk# 019456	11/13/2008	XCEL ENERGY, STREET LIGHTING		
E 101-43000-381		ELECTRIC	\$476.69	
		Total XCEL ENERGY, STREET LIGHTING	\$476.69	10/08 street lighting
10100		NORTH STAR CHECKING	\$69,764.25	
Fund Summary				
10100		NORTH STAR CHECKING	\$52,221.07	
		101 GENERAL	\$296.43	
		201 COMMUNITY EVENTS	\$4,546.25	
		401 CAPITAL IMPROVEMENT STREETS	\$2,702.21	
		404 PARK IMPROVEMENT	\$9,932.19	
		601 SEWER UTILITIES	\$66.10	
		602 STORM SEWER ENTERPRISE FUND	\$69,764.25	

LAUDERDALE COUNCIL ACTION FORM

MEETING DATE <u>November 13, 2008</u>
AGENDA NUMBER <u>5A Rental Housing Licenses</u>
DESCRIPTION <u>2008 Rental Housing Licenses</u>

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

Attached is the list of rental property owners that successfully completed the rental housing inspection process or renewed their license for 2009 and do not need an inspection this year.	
BACKGROUND OR PAST COUNCIL ACTION	

OPTIONS	
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STAFF RECOMMENDATION	Approve rental housing licenses for 2009.
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COUNCIL ACTION	
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MOTION BY _____ SECOND _____ STAFF ACTION

LAUDERDALE COUNCIL ACTION FORM

Rental properties successfully completed the application process

- ❖ Bonnie Gear, 1813 Malvern Street
- ❖ Malzer Property Management, 2443 Larpenteur Avenue
- ❖ John & Mathew Ellingson, 1847-49 Walnut Street
- ❖ Charles Mason, 2439 Larpenteur Avenue & 1699 Eustis Street
- ❖ Joline Epple and Wade Mjelde, 1764 Pleasant Street
- ❖ Michael and Stephanie Drake, 1871 Walnut Street
- ❖ Rosehill Investments, 1623, 1627, 1631 Carl & 2384, 2392 Larpenteur

LAUDERDALE COUNCIL	ACTION REQUESTED
MEETING DATE November 13, 2008 ITEM NUMBER Adoption of the 2009-2011 GIS (Geographic Information Systems) JPA (Joint Powers Agreement) STAFF INITIAL Jim APPROVED BY ADMINISTRATOR _____	Consent <input checked="" type="checkbox"/> X Special _____ Public Hearing _____ Report _____ Discussion/Action _____ Resolution _____ Work session _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Lauderdale has been a part of the Users Group since 1995 and signs a new JPA every 3 years. The Users Group was formed in order to create an alliance between public agencies interested in using GIS and data created and maintained by Ramsey County. The agreement is intended to enable those parties who are part of the User Group to be represented for the purpose of undertaking negotiations and transactions with Ramsey County and any other body politic.

The GIS User Group has created an online mapping application that has current county-wide data with aerial imagery available to anyone with Internet access. That address is <http://maps.metro-inet.us/>.

The membership fee, which is collected annually, was \$238.05 for Lauderdale for 2008 and was paid earlier this year.

OPTIONS:

1) Adopt the 2009-2011 Joint Powers Agreement Among Members of the Ramsey County Geographic Information Systems Users Group.

2) Do not adopt the 2009-2011 Joint Powers Agreement Among Members of the Ramsey County Geographic Information Systems Users Group.

STAFF RECOMMENDATION:

Adopt the 2009-2011 Joint Powers Agreement Among Members of the Ramsey County Geographic Information Systems Users Group.

COUNCIL ACTION:

Section 1. The Users Group will be governed and managed by a Board of Directors (Board).
 Section 2. One Director will represent each Member organization. Each Member organization shall appoint a Director to serve on the Board. An organization may also choose an alternative Director.
 Section 3. The Board shall also have the following officers: a Chair, Vice Chair, Secretary and Treasurer.
 Section 4. These officers are elected annually by the Board.
 Section 5. These officers are undertaken on a voluntary basis without pay.
 Section 6. A quorum will consist of at least a one-half attendance of full membership of the Board.
 Section 7. Decisions will be made by majority of the quorum.

ARTICLE III. USER GROUP STRUCTURE:

Section 3. **Non-Paying Affiliates** are those representatives of county, regional, state and federal agencies, local government organizations with regional jurisdiction, local government cooperative organizations, non-profit organizations and educational institutions with direct or indirect involvement in GIS activities. Private sector entities who are contracted to perform GIS-related tasks for a Member can also join as a Non-Paying Affiliate. Regular Affiliate membership must be approved by the Board. Non-Paying Affiliates are non-voting participants are not eligible to serve on the Board, do not pay membership or fees as described in Article X, and are not entitled to data access and exchange detailed in this agreement.

Section 2. **Paying Affiliates** are those county, regional, state and federal agencies, local government organizations with regional jurisdiction, local government cooperative organizations, non-profit organizations and educational institutions with direct or indirect involvement in GIS activities that have paid fees as provided in Article X. Paying Affiliate membership must be approved by the Board. Paying Affiliates are nonvoting participants and are not eligible to serve on the Board.

Section 1. **Members** are deemed to be those local units of government, special purpose government units, local agencies and the Ramsey Conservation District who have executed this Joint Powers Agreement and have paid fees as provided in Article X.

ARTICLE II. DEFINITIONS:

In 1995, an alliance was formed between public agencies interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to enable those parties who are part of the Users Group to be represented by the Users Group for the purposes of undertaking negotiations and transactions with Ramsey County and any other body politic.

ARTICLE I. INTENT OF THIS AGREEMENT:

This JOINT POWERS AGREEMENT (Agreement), which shall have an effective date of January 1, 2009, is entered into pursuant to the provisions of Minnesota Statutes Section 471.59 between _____ body politic and corporate under the laws of the State of Minnesota and other bodies politic and corporate under the laws of the State of Minnesota for the purposes of forming the Ramsey County Geographic Information System Users Group hereinafter referred to as the Users Group.

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

AMONG

JOINT POWERS AGREEMENT

Section 1. The Board shall meet at least two times per year.
Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The meeting will be called for the purposes of electing the officer positions of Chair, Vice Chair, Secretary and Treasurer. This meeting will allow the adoption of by-laws and other procedures governing the conduct of its meetings and its business as it deems appropriate. This meeting will also be called by the Board to determine the User Group Budget, review the operating procedures within this Agreement, and approve agreements with Ramsey County for the purposes of GIS data exchange, data access, data delivery and the updating of physical features.
Section 3. The Board shall approve and adopt the formula for the distribution of costs associated with access to Ramsey County GIS data and for the updating of physical features. This formula shall be reviewed annually by the Board.
Section 4. The Board shall arrange for and facilitate regular meetings of the User Group and for User Group activities.
Section 5. The Chair presides at meetings of the Board. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.
Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.
Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.
Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.
Section 9. The Board may:

- (i) enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law.
- (ii) provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;
- (iii) employ such persons as it deems necessary on a part-time, full-time or consultancy basis;
- (iv) purchase, hold or dispose of real and personal property;
- (v) contract for space, commodities or personal services with a Member or group of Members;
- (vi) accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto.
- (vii) appoint a fiscal agent;

Section 1. Those units of government who are not part of this initial Agreement may join as Members of the Users Group at any time.
Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign the current Agreement.
Section 3. The New Members and Paying Affiliates will pay the current one-time membership fee and the data exchange fee due for the year in which the new Member is joining as set by the Board in Article IV, Section 4, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

ARTICLE V. NEW MEMBERS:

ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY:

Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County for the exchange of County GIS Data with Members and Paying Affiliates at a preferential fee structure. A component of the fees will apply to the maintenance of digital physical features from aerial photography captured County-wide on a three year basis.

ARTICLE IV. DUTIES OF THE BOARD OF DIRECTORS:

Section 1. The fiscal year of the Users Group is the calendar year.
Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member organization.
Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership fees. These costs could include Users Group administrative costs, purchase of liability insurance and others as appropriate.
Section 4. **Membership Fee:** New Members and new Paying Affiliates shall pay a one-time membership fee of \$500 to the Users Group for the calendar year 2009. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members and new Paying Affiliates.

ARTICLE X. FINANCIAL MATTERS:

All Members and Paying Affiliates of the Users Group agree to abide by the data privacy and data security standards of the supplying agency when using data made available by that agency.

ARTICLE IX. DATA SECURITY:

Section 1. All Members and Paying Affiliates shall have equal rights to access Ramsey County GIS Data.
Section 2. Data generated by Ramsey County and provided to Members and Paying Affiliates may not be sold in its original form to third party agencies. However, a Member or Paying Affiliate may allow use of the original data by a third party for specific contracted purposes.
Section 3. Data which results from enhancement by a Member or Paying Affiliate of Ramsey County GIS Data, received pursuant to this Agreement, may be sold or exchanged to a third party.
Section 4. All Members and Paying Affiliates will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE VIII. DATA ACCESS AND USAGE:

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting parties own use where that GIS data has been in some way derived and developed from the County GIS Data as a result of this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member, any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data deemed by Ramsey County as necessary for the identification of future physical feature data base updates.
Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.
Section 3. Any costs associated with a Member supplying data to Ramsey County or to any other Member shall be for access and delivery of that data only and not for any costs associated with the development of that data.

ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT:

Section 2. The GIS Data should consist of the following components:
(i) The Ramsey County Digital Base Map as generated and maintained by the County.
(ii) The Ramsey County Attribute Data Base as generated and maintained by the County.
(iii) The Physical Features File as generated and maintained by the County.
Section 3. The Board will negotiate on behalf of the Members and Paying Affiliates for the cost and method of access to this data. Prior to each annual payment to Ramsey County, the Board shall determine whether it is satisfied with the content, accuracy and timeliness of the data provided to date and make a determination if further payment shall be made.

Section 5. **Data Access and Physical Features Maintenance Fee:** Members and Paying Affiliates shall commit to a three-year payment of data access and physical features maintenance fees, except where a one-year limitation is imposed by State Statutes. Ramsey County will charge the Users Group on an annual basis for unlimited access to the Ramsey County GIS Data. This fee will be paid to Ramsey County by the Users Group on behalf of the Members and Paying Affiliates on an annual basis. The amount to be paid by each Member and Paying Affiliates will be determined by the Board and will be reviewed annually.

Section 6. **Special Projects Assessments:** Members and Paying Affiliates who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members and Paying Affiliates who are part of the project will be assessed to meet the cost of the project.

Section 7. **Billings to the Members and Paying Affiliates** are due and payable no later than 60 days after the receipt of the annual invoice. In the event of a dispute as to the amount of a billing, a Member or Paying Affiliate must nevertheless make payment as billed to preserve membership status. The Member or Paying Affiliate may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group rights to receive payment are not affected by the termination of membership.

Section 1. This Agreement shall be in force through December 31, 2011, or until superseded by another agreement.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2011 and be agreed upon and signed on or before December 31, 2011.

ARTICLE XII. TERMINATION:

Each Member or Paying Affiliate shall have the right to terminate its membership and participation in the Users Group with or without cause by formal resolution of the Member's or Paying Affiliate's organization and communicated to the Board in writing. However, the Member or Paying Affiliate is still obligated to its financial commitments for the year during which termination of membership occurs.

(i) any balance of the Data Access/Physical Features Maintenance Fee. This commitment applies to all Members and Paying Affiliates.

(ii) any balance owing on Special Projects Assessments. This commitment applies to Members and Paying Affiliates which have entered into any special project agreement(s). Termination of membership prior to expiration of the Agreement shall make a local unit of government ineligible to re-join as a Member or Paying Affiliate under the current Agreement.

ARTICLE XIII. DISSOLUTION:

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing.

Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required Members requesting dissolution of the Users Group.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members and Paying Affiliates in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members and Paying Affiliates in direct proportion to their cumulative annual contributions.

ARTICLE XIV. ACCESS TO DOCUMENTS:
Until the expiration of three years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

ARTICLE XV. HOLD HARMLESS:

Section 1. Each Member or Paying Affiliate agrees to defend, indemnify and hold the other Members or Paying Affiliates harmless from any claims, demands, actions or causes of action, including reasonable attorneys fees, against or incurred by such other Members or Paying Affiliates, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or Paying Affiliate or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members or Paying Affiliates under the terms of this Agreement.
Section 2. Nothing in this Agreement shall constitute a waiver by either Members or Paying Affiliates or the Users Group of any limitation of liability under Minnesota Statutes Chapter 466.
Section 3. Under no circumstances, however, shall a member or Paying Affiliate be required to pay on behalf of itself and other Members or Paying Affiliates, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member or Paying Affiliate. The limits of liability for some or all of the Members or Paying Affiliates may not be added together to determine the maximum amount of liability for any Member or Paying Affiliate.

SECTION XVI. EQUAL EMPLOYMENT OPPORTUNITY:

Section 1. The Members and Paying Affiliates and the Users Group agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age.
Section 2. When required by law and requested by the other party, the Users Group shall furnish a written affirmative action plan to the Members and Paying Affiliates.

SECTION XVII. DATA PRACTICES:

Section 1. All data collected, created, received, maintained or disseminated for any purpose in the course of either the Member's or Paying Affiliate's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. Section 2. The Members and Paying Affiliates and the Users Group agree to abide strictly by these statutes, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this _____ day of _____,

ORGANIZATION
Approved: _____

By: _____
(Mayor / Chair / President)

By: _____
(City Manager / Administrator)

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name:

Phone:

Email:

ALTERNATE DIRECTOR (IF APPLICABLE):

Name:

Phone:

Email:

DATE: November 13, 2008
TO: Mayor and Council
FROM: Jim Bownik
RE: Plat Approval With Variances

BACKGROUND

In August, the council denied a lot division request for Tim and Carly Rysgaard of 1948 Walnut Street because the two resulting lots would not comply with the requirements of Title 9, Building, Title 10, Zoning, and Title 11, Subdivision, of the Lauderdale City Code. In light of the denial, staff was directed to work with the applicants on alternative options. This resulted in a concept plan the council reviewed in September for replatting the properties.

SUBDIVISION APPLICATION

An application has been submitted to replat the properties by realigning the property line between the two lots. The underlying plat consists of two 40-foot wide lots. Realignment of the property line would create two lots with the following width and area:

Lot 1
Lot Width: 37.27 feet
Lot Area: 4,736.2716 sq.ft.

Lot 2
Lot Width: 42.87 feet
Lot Area: 5,432.9151 sq.ft.

VARIANCES

Each proposed lot has two associated variance requirements for lot width and lot area. Title 10, Zoning, requires the following lot sizes for newly created single family lots in the R-1 District:

Lot Width: 60 feet
Lot Area: 7,500 sq.ft.

Approving the final plat also approves the variances.

PRELIMINARY AND FINAL PLAT COMBINED

Due to the simplistic nature of the proposed plat, the preliminary plat and the final plat have been combined. Thus, if the council adopts the resolution approving the plat, they are granting Final Plat Approval. A simple majority is required to adopt the resolution.

PUBLIC HEARING

A public hearing is required for approval. Along with a published notice, properties adjacent to the subject property were notified of tonight's public hearing.

COUNCIL ACTION REQUESTED

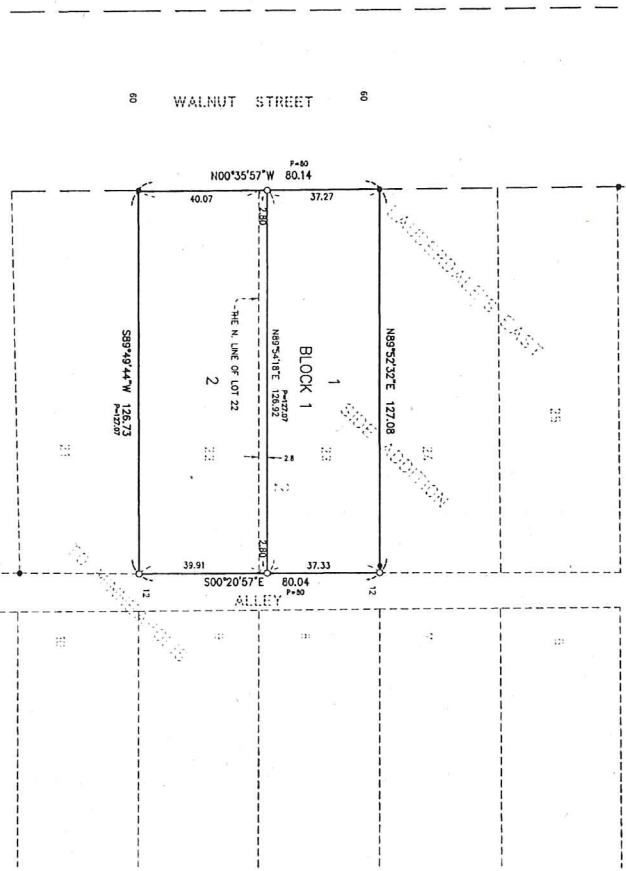
1) Consider motion to adopt RESOLUTION NO. 111308A: RESOLUTION GRANTING FINAL PLAT APPROVAL WITH VARIANCES FOR RYSGAARD ESTATES.

If the council moves to deny the plat, three steps should be followed: 1) motion to deny the plat; 2) state the rationale for denial; 3) direct staff to prepare a resolution of denial.

ENCLOSURES

Preliminary Plat
Plat Opinion
Resolution

RYSGAARD ESTATES

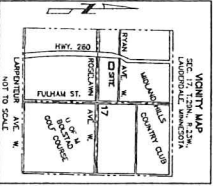


DRAFT



THE CONVEYANCE OF THIS BEARING STRIP IS BASED ON THE WEST LINE OF LOT 22, BLOCK 2, HULLT & HEBBSEN'S LAST SURVEY, BEARING OF NORTH 0°35'57\"/>

- BEARING: A 1/2 inch or 1/4 inch from any PLACING AND NUMBERING IS 1/2000, WHICH HAS BEEN SET OR WILL BE SET IN ACCORDANCE WITH MS 565.021, SUBD TO
- DENOTES A FOUND 1/2 OPEN FROM THE MONUMENT UNLESS OTHERWISE NOTED
- PA DENOTES PLATTED MEASUREMENT



KNOW ALL PERSONS BY THESE PRESENTS, That Timothy O. Rysgaard and Carolyn D. Rysgaard, both single persons, owners and proprietors of the following described property situated in the County of Ramsey, State of Minnesota, to wit:

Lots 22 and 23, Block 2, Lauderdale's East Side Addition to Minneapolis, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

Have caused the same to be surveyed and plotted as RYSGAARD ESTATES.

In witness whereof said Timothy O. Rysgaard and Carolyn D. Rysgaard, both single persons, have hereunto set their hands this _____ day of _____, 20____.

Timothy O. Rysgaard

Carolyn D. Rysgaard

STATE OF MINNESOTA

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Timothy O. Rysgaard and Carolyn D. Rysgaard.

Notary Public, _____ County, Minnesota

My Commission Expires _____

I, Dale F. Heebelen, Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat, prepared this plat or directly supervised the preparation of this plat, that this plat is a correct representation of the boundary survey, that all mathematical data and data are correctly designated on this plat, that all monuments depicted on this plat have been correctly set, that all monuments indicated on this plat will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 565.01, Subd. 3, as of the date of the survey's certification are shown and labeled on this plat, and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20____.

Dale F. Heebelen, Land Surveyor

Minnesota License No. 13500

STATE OF MINNESOTA

COUNTY OF _____

The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 20____, by Dale F. Heebelen, a Land Surveyor.

Notary Public, _____ County, Minnesota

My Commission Expires _____

City of Lauderdale
I/We do hereby certify that on the _____ day of _____, 20____, the City Council of the City of Lauderdale, Minnesota, approved this plat. Also, the conditions of Minnesota Statutes, Section 565.02, Subd. 2, have been fulfilled.

Signed _____ Mayor

Signed _____ Clerk

Department of Property Records and Revenue

Pursuant to Minnesota Statutes, Section 565.021, Subd. 9, taxes payable in the year _____ on the land hereinafter described have been paid. Also, pursuant to Minnesota Statutes, section 272.12, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

I hereby certify that this plat complies with the requirements of Minnesota Statutes, Section 565.021 and is approved pursuant to Minnesota Statutes, Section 353A.42, this _____ day of _____, 20____.

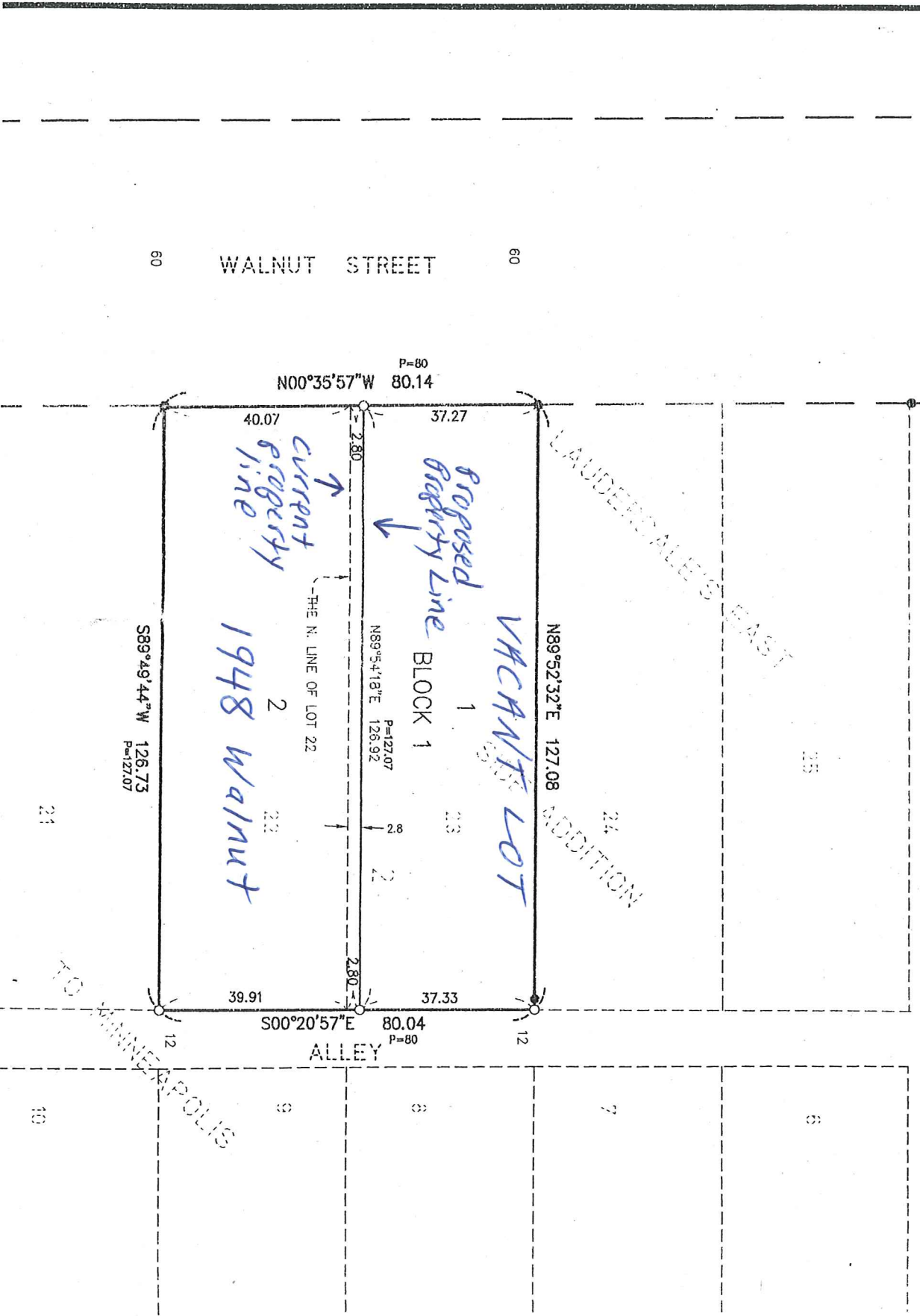
County Surveyor _____ Director _____
By _____ Clerk _____
David D. Clappard, P.L.S.
Ramsey County Surveyor

County Recorder, County of Ramsey, State of Minnesota
I hereby certify that this plat of RYSGAARD ESTATES was filed in the office of the County Recorder for public record on this _____ day of _____, 20____ at _____ o'clock _____ M. and was duly filed in Book _____ of Plats, Page _____ as Document Number _____.

Deputy County Recorder _____

RYSGAARD ESTATES

REGISTERED
OR
REVISION
ADDD 3/24/11 11:25 AM



60 WALNUT STREET 60

21

10

- b. Mortgage Electronic Registration Systems, Inc. as nominee for Advisor's Mortgage, LLC (mortgage). A consent to plat or release of mortgage are alternative documents to be obtained instead of the mortgagee signing the Plat. We have been advised that the mortgage company servicing this mortgage is Citimortgage, Inc. An assignment of mortgage from
- a. Timothy O. Rysgaard, a single person (fee owner) and Carolyn D. Rysgaard, a single person (fee owner);

1. According to the Commitment the Plat must be signed by:

Based upon my review of the Commitment and the Plat, I have the following comments relative to the proposed plat of Rysgaard Estates:

The Commitment purports to cover the following described property located in Ramsey County, Minnesota which is to be platted as Rysgaard Estates. Lots 22 and 23, Block 2, Lauderdale's East Side Addition to Minneapolis, according to the recorded plat thereof, and situate in Ramsey County, Minnesota ("Property").

At your request, I have reviewed the title commitment issued by Stewart Title Guaranty Company, Order No. 135271, with an effective date of September 19, 2008 at 7:00 AM ("Commitment"). A copy of the Commitment is enclosed for your reference. I have also reviewed a preliminary copy of the proposed plat of Rysgaard Estates ("Plat") prepared by Hult and Hebeisen, P.A.

Dear Mr. Bownik:

RE: Plat Opinion - Rysgaard Estates

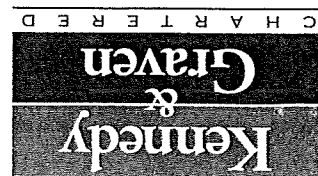
Jim Bownik
 City of Lauderdale
 1891 Walnut St.
 Lauderdale, MN 55113

November 7, 2008

CORRINE A. HEINE
 Attorney at Law
 Direct Dial (612) 337-9217
 Email: cheine@kennedy-graven.com
 MSBA Board Certified Real Property Specialist

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

Offices in
 Minneapolis
 Saint Paul
 St. Cloud



Mortgage Electronic Registration Systems, Inc. as nominee for Advisor's
Mortgage, LLC to Citimortgage, Inc. will need to be recorded prior to
recording the Plat.

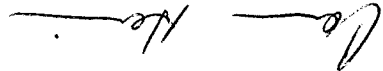
2. Real estate taxes for the year 2008 have been paid in full (17-29-23-0038).
In the event the Plat is not recorded until 2009, the real estate taxes will need
to be paid in full at the time the Plat is recorded.

3. The Plat is not reserving any perimeter drainage and utility easements. The
city of Lauderdale ("City") should confirm that it will not require perimeter
drainage and utility easements.

4. I will require that Kennedy & Graven record with Ramsey County the
executed mylars, consent to plat and assignment of mortgage.

This letter does not purport to set forth every matter relevant to a determination of
whether title to the Property is marketable and no one should rely upon it for that
purpose. The sole purpose of this letter is to identify required signatories to the Plat and
related issues of interest to the City in connection with platting, as evidenced by the
Commitment.

Sincerely,



Corrine A. Heine

nlke
Enclosure

cc: Timothy Rysgaard

Member _____ introduced the following resolution and moved its adoption:

CITY OF LAUDERDALE

RESOLUTION NO. 111308A

**RESOLUTION GRANTING FINAL PLAT
APPROVAL WITH VARIANCES FOR RYSGAARD ESTATES**

WHEREAS, Timothy O. Rysgaard and Carolyn D. Rysgaard (the "Applicants") have requested preliminary and final plat approval for Rysgaard Estates on land currently legally described as:

Lots 22 and 23, Block 2, Lauderdale's East Side Addition to Minneapolis, according to the recorded plat thereof, and situate in Ramsey County, Minnesota (the "Property"); and

WHEREAS, the Applicants have also requested variances from the city's subdivision regulations to allow a plat with smaller lot widths and square footages than permitted by code; and

WHEREAS, the city council on November 13, 2008 held a public hearing as required by law, reviewed the final plat for its conformance with the city's ordinances, considered the recommendations of staff and heard comments from the Applicants; and

WHEREAS, the city council finds that the requested variances for the lot widths and sizes will not be detrimental to the public welfare.

NOW, THEREFORE, BE IT RESOLVED, by the city council of the city of Lauderdale, Minnesota that preliminary and final approval with variances be granted to the Applicants for the plat of Rysgaard Estates, subject to the following terms and conditions:

1. The final plat is approved to allow the creation of 2 single-family lots;
2. Variances are granted from the city's subdivision regulations to allow lots which do not meet the minimum lot width and lot area requirements of city code;
3. The final plat must be filed with the county recorder within 90 days of the date of the city council resolution granting final approval or the final plat shall be considered void, unless a written request for time extension is submitted by the Applicants and approved by the city council prior to said time;
4. The Applicants must resolve all the issues identified in the plat opinion letter from the city attorney dated November 10, 2008 prior to the recording of the final plat; and
5. The Applicants must pay to the city a fee in an amount sufficient to reimburse the city for the cost of reviewing the application and related documents and for the city attorney to record the final plat.

Dated: November 13, 2008

Jeffrey Dains, Mayor

Attest:

Heather Butkowski, Acting City Administrator-Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member _____ upon vote being taken thereon, the following voted in favor thereof: _____

And the following voted against same:

_____ Whereupon said resolution was declared duly passed.

LAUDERDALE COUNCIL	ACTION REQUESTED
MEETING DATE November 13, 2008 ITEM NUMBER Resolution No. 111308B SCORE Funding for Recycling Program STAFF INITIAL Jim APPROVED BY ADMINISTRATOR _____	Consent _____ Special _____ Public Hearing _____ Report _____ Discussion/Action <input checked="" type="checkbox"/> Resolution <input checked="" type="checkbox"/> Work session _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

SCORE funding grants are automatically provided to municipalities in Ramsey County on an annual basis with submittal of a grant application. In 2008, Lauderdale received \$4,758 to help cover expenses related to the City's recycling program such as administration, promotion, equipment, and collection. Lauderdale is eligible for \$4,866 in 2009.

A resolution is required as part of the grant application. Adopting the resolution means the city accepts the funding. A grant agreement should be ready for signing in January.

Enclosed

- 1) Resolution No. 111308B
- 2) Grant Application

OPTIONS:

- 1) Adopt resolution.
- 2) Don't adopt resolution.

STAFF RECOMMENDATION:

Adopt Resolution No. 111308B accepting SCORE grant funding from Ramsey County for Lauderdale's recycling program.

COUNCIL ACTION:

RESOLUTION NO. 111308B

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

**RESOLUTION ACCEPTING 2009 SCORE FUNDING FROM RAMSEY
COUNTY FOR THE LAUDERDALE RECYCLING PROGRAM**

WHEREAS, SCORE Funding Grants are available to municipalities in Ramsey County for reimbursement of expenses related to administration, promotion, and collection of, recycling materials; and,

WHEREAS, the City of Lauderdale has a comprehensive curbside residential recycling program currently in use; and,

WHEREAS, these funds will provide Lauderdale with a method of paying for some incurred costs related to the administration of this program, thus aiding in keeping the cost to the residents low;

NOW THEREFORE, BE IT RESOLVED that the Lauderdale City Council does hereby authorize staff to submit an application to the St. Paul - Ramsey County Department of Public Health - Environmental Health Section for allocation of 2009 SCORE Funding Grant Monies in the amount of \$4,866.00.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Lauderdale on this 13th day of November, 2008.

Jeffrey Dains, Mayor

(ATTEST)

(SEAL)

Heather Butkowski, Acting City Administrator

SAINT PAUL - RAMSEY COUNTY DEPARTMENT OF PUBLIC HEALTH
 ENVIRONMENTAL HEALTH SECTION
 2009 SCORE FUNDING GRANT APPLICATION

CITY/TOWNSHIP: Lauderdale

CONTACT PERSON: Jim Bownik

ADDRESS: 1891 Walnut St

Lauderdale, MN 55113

PHONE: 651-792-7656

651-631-2066

EMAIL: jim.bownik@ci.lauderdale.mn.us

SCORE GRANT REQUEST

1. What measurable goals does your municipality have for waste reduction and recycling activities in 2009? Please describe how progress toward these goals will be measured and evaluated. At least ONE measurable goal must be listed. Increase participation rates. This can be tracked through tonnage reports for individual classes of recyclables.

2. Describe the activities a SCORE grant would be used for in your municipality and how these funds will enhance your existing waste reduction and recycling programs. Identify expenses for activities within each applicable budget category.

PROPOSED SCORE BUDGET—SCORE EXPENSES ONLY

ADMINISTRATION Total:	\$2,191
Please detail activities and expenses:	
PROMOTION ACTIVITIES Total:	\$0
Please detail activities and expenses:	
EQUIPMENT Total:	\$0
Please detail activities and expenses:	
COLLECTION OF RECYCLABLES Total:	\$2,675
Please detail activities and expenses:	
TOTAL SCORE GRANT Requested	\$4,866

RECYCLING BUDGET

3. Attach a copy of your 2009 municipal budget for all recycling activities, including all funding sources. If your governing body has not adopted the budget, attach the most current draft budget.

PUBLIC ENTITIES LAW COMPLIANCE

4. Attach a copy of the disclosure from your hauler(s), or a copy of the relevant portion of any contracts with haulers, that specifies the facility at which waste collected from municipal facilities is deposited. Minn. Stat. § 115A.9302 requires haulers to disclose this information to customers annually.

RESOLUTION

5. Attach a resolution from your governing body requesting the SCORE funding allocation, or a certified copy of the official proceedings at which the request was approved. SCORE grants agreements cannot be issued without such an attachment.

Jim Bownik

NAME OF PERSON AUTHORIZED TO SUBMIT GRANT

SIGNATURE (electronic signature is acceptable)

Assistant to the City Administrator

TITLE

11-13-08
DATE

Applications will be considered complete when items 1 – 5 above are submitted and a signature is on file.

Please return the completed grant application form by **DECEMBER 1, 2008**.

SCORE Program

Saint Paul – Ramsey County Department of Public Health

Environmental Health Section

2785 White Bear Avenue N., Suite 350

Maplewood, MN 55109-1320

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____

Public Hearing _____

Discussion _____

Action _____

Resolution _____

Work Session _____

Meeting Date November 13, 2008

ITEM NUMBER 9C - City Administrator

STAFF INITIAL HAJ

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Upon Brian's departure, the Council and I entered into an agreement whereby I would be the Acting City Administrator until the end of November. After the interim period, the Council and I agreed to decide whether the arrangement met the needs of Lauderdale and myself. I greatly enjoyed the last few busy months. Along with meeting the day-to-day needs of residents and the City, we ran two elections, moved ahead on resolving the I/I problem, created the 2009 budget, watched the sound wall go up, negotiated bridge plans with Mn/DOT, hired and trained Colleen, and concluded this year's park improvements. I would be happy to be named the permanent City Administrator so I can continue to best serve the City of Lauderdale.

Before leaving, Brian drafted an employment agreement that seems reasonable to me should the Council wish to hire me as the permanent city administrator (attached). Alternatively, the Council may also conduct a search for a new city administrator.

This meeting gives the Council an opportunity to discuss the options and provide staff guidance.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

EMPLOYMENT AGREEMENT

This AGREEMENT is entered into this 13th day of November 2008, by and between the City of Lauderdale, (hereinafter referred to as "City") and Heather Butkowsky-Hinrichs, (hereinafter referred to as "Employee").

WITNESSETH:

WHEREAS, the City desires to appoint Heather Butkowsky-Hinrichs to the position of City Administrator under the terms and conditions set forth herein; and

WHEREAS, Heather Butkowsky-Hinrichs wishes to accept the City's offer of employment as City Administrator under the terms and conditions set forth herein,

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

Section 1. Duties

The City hereby agrees to employ Employee as the full-time City Administrator of Lauderdale to perform the functions and duties of City Administrator as specified in the attached job description and to perform such other legally permissible and proper functions and duties as the City Council from time to time shall assign.

Section 2. Term

A. The Employee shall serve from November 14, 2008, through December 31, 2010. This agreement shall extend for an additional two-year period on the same terms and conditions as specified herein unless written notice of intent not to renew is given by either party to the other within 90 days before the expiration of any such two-year period.

B. Nothing in this Agreement shall prevent, limit or otherwise interfere with the right of the Employee to voluntarily resign at any time from the position of City Administrator, subject only to the provisions set forth herein. In the event the Employee does voluntarily resign her position with the City, she shall give the City 30 days advanced written notice thereof, unless otherwise agreed by the parties.

Section 3. Termination and Severance Pay

A. The City may discharge the Employee only by a majority vote of the full City Council. If a vacancy exists on the Council, the vacancy shall not be counted in determining the full City Council.

- B. In the event the Employee is terminated for any reason by the City Council, she shall be paid a lump sum cash payment equal to six months of aggregate salary and benefits at the time of her termination including any unused vacation that would be paid.
- C. If the Employee has been charged with a felony, then at the discretion of the City Council, the Employee may not be entitled to any lump sum payments whatsoever.

Section 4. Compensation

- A. Beginning November 14, 2008, the Employee shall receive a salary of \$66,000 annually.
- B. Thereafter, the City Council shall conduct a performance review of the Employee before November 30 each year and give consideration for a salary increase based on the Employee's overall performance.
- C. The City Council and the Employee shall develop a mutually agreeable method by which to conduct an evaluation and what criteria shall be used in the evaluation. Upon request of the Employee, and in agreement with the City Council, the City shall consider contracting with an outside neutral party to assist in the development of the process and criteria.

Section 5. Dues, Subscriptions, and Registration Expenses

The City agrees to budget for and to pay the professional dues and subscriptions of the Employee necessary for her full participation in associations and organizations necessary and desirable for her continued professional growth and development. Such memberships include, but are not limited to the International City/County Managers Association (ICMA), Minnesota City/County Managers Association (MCA), and Metropolitan Administrator and Managers Association (MAMA).

Section 6. Mileage and Subsistence

The City recognizes the Employee is required to attend meetings in the Twin Cities metropolitan area in her official capacity and agrees to reimburse the Employee for mileage and reasonable subsistence expenses within the guidelines established by the City Council.

Section 7. Vacation and Sick Leave

The Employee shall continue to earn vacation and sick leave at the current level and shall advance in accrual rates based on City policy.

Section 8. Insurance

The City will pay the cost of hospital, medical, and life insurance for the Employee in the same amount it pays for other City employees.

Jeffrey E. Dains, Mayor

Heather Butkowski-Hinrichs

The City of Lauderdale

Employee

IN WITNESS THEREOF, the parties have signed and executed this Agreement, both in duplicate, on the day and year first above written.

- B. If any provision or portion thereof contained in this Agreement shall be held unconstitutional, invalid or unenforceable, the remainder of this Agreement shall be deemed severable, and shall remain in full force and effect.
- A. This document constitutes the entire Agreement between the parties. This Agreement shall be interpreted under the Laws of Minnesota.

Section 11. General Provisions

The City agrees to defend the Employee in any civil action arising out of the Employee's performance of her duties in accordance with the requirements of state law.

Section 10. Defense of Employee

- C. The employment provided by this Agreement shall be for the Employee's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employee and the City, the Employee may accept teaching, consulting, or other business opportunities with the understanding that such arrangements shall not constitute interference with or a conflict of interest with her responsibilities under this agreement or present a potential violation of the ICMA Code of Ethics.
- B. Notwithstanding anything else in this Agreement to the contrary, the City Council may fix, from time to time, such terms of employment regarding the Employee, provided such terms are not inconsistent with or in conflict with the provisions of this agreement, any other law, or ethics requirements established by the International City/County Management Association.
- A. All provisions of City Ordinances, personnel policies, and regulations relating to other fringe benefits and working conditions shall apply to Employee as they would to other employees of the City except as provided herein.

Section 9. Other Terms and Conditions of Employment