

1. ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVALS
 - a. Minutes of the February 24, 2009, City Council Meeting.
 - b. Claims totaling \$78,906.36.
4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL
5. CONSENT
 - a. 2009 Rental Housing License
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.
8. REPORTS
 - a. Winter Dance and Dessert Buffet
 - b. Road Construction Projects
9. DISCUSSION / ACTION
 - a. 800 MHZ Radio Grant Agreement
10. ITEMS REMOVED FROM THE CONSENT AGENDA
11. ADDITIONAL ITEMS
12. SET AGENDA FOR NEXT MEETING
 - a. Infratech Quote for Manhole Lining
 - b. Roseville Sanitary Sewer Agreement
 - c. Set Goal Setting Meeting Date and Time
 - d. Option to Purchase Falcon Heights Sewer Lifter
 - e. 2009 Street Sweeping Quotes
13. WORK SESSION
 - a. Request by V. Matheny for Former Lift Station Property near 1974 Walnut Street
 - b. 2010 – 2012 Police Contract
14. ADJOURN

LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 10, 2009
7:30 P.M. CITY HALL
1891 WALNUT STREET

FILE

LAUDERDALE CITY COUNCIL
MEETING MINUTES

Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

Page 1 of 3

February 24, 2009

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

Councillors present: Karen Doherty, Clay Christensen, and Mayor Jeff Dains. Councillor Mac Lean arrived at 7:50 p.m. Councillor absent: Denise Hawkinson.

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

Mayor Dains asked for changes to the meeting agenda. There being none, Councillor Christensen moved to approve the agenda. Councillor Doherty seconded the motion and it passed unanimously.

Councillor Doherty moved approval of the February 10, 2009, City Council meeting minutes. Councillor Christensen seconded the motion and it passed unanimously.

Mayor Dains asked the councillors if they had questions regarding the claims. There being none, Councillor Christensen moved approval of the claims totaling \$34,023.01. Councillor Doherty seconded the motion and it passed unanimously.

Mayor Dains asked if members of the public wished to address the Council. No one present wished to address the Council.

Mayor Dains asked if councillors wished to remove items from the consent agenda. There being none, Councillor Doherty moved the consent agenda approving 2009 rental housing licenses, accepting a donation from the Lauderdale-Falcon Heights Lions for the March Dance, approving the summer Puppet Wagon program at a cost of \$420, accepting a grant from the Metropolitan Emergency Services Board to purchase 800 MHz radios, and the PCIC minutes. Councillor Christensen seconded the motion and it passed unanimously.

Bownik reported on plans for the winter dance and dessert buffet being held from 7 - 9 p.m. on Thursday, March 5. Entertainment will be provided by the Jennifer Grimm Band with desserts donated by Baker's Square, the Finnish Bistro, and Good Earth Restaurant. Tickets may be purchased in advance or at the door.

Katrina Joseph, representing Hughes and Costello, the city's prosecuting law firm, addressed the Council. She explained options for issuing administrative citations for city ordinance and traffic violations. She said administrative citation programs have been popular as they keep petty-type misdemeanors such as rank growth out of criminal court.

Joseph offered to help city staff create an administrative citation program. She said the violations to which the administrative citations apply need to be clearly delineated so as not to preempt state law and subvert due process. To that she added that an administrative hearing officer would be needed to hear appeals. Additionally, violators always retain the right to be heard in criminal court. In her conclusion she provided the Council with background information from the state auditor and attorney general.

Councilor Mac Lean arrived at 7:50 p.m.

Annually, Police Chief John Ohl addresses the Council to review crime statistics and highlight officer activity. Among the items he noted from 2008 was a 21% decrease in part I crimes and an overall decrease in calls for service. He noted the investigations department for their 71% clearance rate.

Ohl said one department goal was to continue improving the professionalism of the office and provide officers the ability to grow in their positions. The officers logged 1,379 hours of training in 2008. 78% of that time was POST certified. He also highlighted the work of the volunteer reserve force as they worked 2,962 hours in 2008.

Mayor Dains asked if the construction of the new TH280 Bridge or the economy would have an impact on crime. Chief Ohl replied that he had not yet seen any trends to that effect.

Councilor Mac Lean asked if the 911 dispatching service had improved. Chief Ohl responded that Ramsey County was working on quality control issues and also planned to hire more staff.

Mayor Dains thanked Chief Ohl for the excellent working relationship. He said it was very successful.

Chief Ohl reminded viewers that openings remained for the next citizen's police academy class starting March 12.

Mayor Dains asked if any items had been set for the next city council meeting. Burkowski responded that no items had yet been finalized.

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

Previously, the Council discussed whether additional crosswalks should be painted in the City. After discussing the issue, the Council decided to take a wait and see approach.

They will discuss the issue again if staff receives community feedback on the need for intersection improvements.

The Council reviewed staff's response to Duane Schwartz regarding the City of Roseville's request to connect PaCal's sewer service to Lauderdale's sewer line on the west side of TH280. The Council had no further suggestions. Butkowski explained that Roseville's attorney will draft the agreement which the Council will have the opportunity to take final action on before the agreement goes into effect.

The floor was opened to councilors' comments in regard to the police contract which will be negotiated this year. Due to state aid issues impacting the city budget, the Council discussed such things as whether a one or two year contract was possible until the City's able to assess local government aid losses. Councilor Christensen addressed the City's promise to maintain 24-hour police services. Mayor Dains responded that when the City made that promise, it did not factor a situation driven by the poor economic conditions.

Butkowski explained that a proposed contract was expected the first week of March and staff would bring that to the Council for further discussion.

Councilor Christensen moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 9:05 p.m.

Respectfully submitted,

Heather Butkowski
City Administrator

**CITY OF LAUDERDALE
CLAIMS FOR APPROVAL**

March 10, 2009 City Council Meeting

Payroll	
3/06/09 Payroll: Direct Deposit # 500719-500723	\$7,209.58
3/06/09 Payroll: Payroll Liabilities, e-payments 338E-340E	\$5,178.19
Vendor Claims	
3/10/09: Check #s 19607-19624	\$66,518.59

Total Claims for Approval \$78,906.36

CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group	Check Amount	Check Date	Status
500722	000000002	HINRICHS, DAVID C	5	BI-WEEKLY	\$1,122.45		Outstanding
500723	000000005	HUGHES, JOSEPH A	5	BI-WEEKLY	\$1,789.30		Outstanding
500719	000000011	BOWNIK, JAMES	5	BI-WEEKLY	\$1,494.42		Outstanding
500720	000000007	BUTKOWSKI-HINRICHS, HE	5	BI-WEEKLY	\$1,788.73		Outstanding
500721	000000017	CALLAHAN, COLLEEN	5	BI-WEEKLY	\$1,014.68		Outstanding
					<u>\$7,209.58</u>		

CITY OF LAUDERDALE

Payments

Current Period: MARCH 2009

Batch Name 030609payrl Payment Computer Dollar Amt \$5,178.19 Posted

Refer 758 ICMA RETIREMENT TRUST - 457 CK# 000338E 3/6/2009
Cash Payment G 101-21705 ICMA RETIREMENT 03/06/09 Payroll \$1,203.08
Invoice

Transaction Date 3/6/2009 Due 0 NORTH STAR CHEC 10100 Total \$1,203.08

Refer 759 PERA CK# 000339E 3/6/2009
Cash Payment G 101-21704 PERA 03/06/09 Payroll \$1,399.15
Invoice

Transaction Date 3/6/2009 Due 0 NORTH STAR CHEC 10100 Total \$1,399.15

Refer 760 NORTH STAR BANK CHECKING S CK# 000340E 3/6/2009
Cash Payment G 101-21703 FICA WITHHOLDING 03/06/09 Payroll \$1,731.00
Invoice

Cash Payment G 101-21701 FEDERAL TAXES 03/06/09 Payroll \$844.96
Invoice

Transaction Date 3/6/2009 Due 0 NORTH STAR CHEC 10100 Total \$2,575.96

Fund Summary 10100 NORTH STAR CHECKING BATCH Total \$5,178.19

101 \$5,178.19
\$5,178.19

Pre-Written Checks	\$5,178.19
Checks to be Generated by the Compute	\$0.00
Total	\$5,178.19

***Check Detail Register©**

CITY OF LAUDERDALE

MARCH 2009

Check Amt Invoice Comment

10100 NORTH STAR CHECKING		
Paid Chk# 019607	3/10/2009	BOWNIK, JIM
E 101-41200-331	TRAVEL EXPENSE	\$64.44
E 101-41200-438	DUES & SUBSCRIPTIONS	\$35.00
2009 MCFOA Annual Dues		\$99.44
Total BOWNIK, JIM		
Paid Chk# 019608	3/10/2009	CINTAS
E 602-49100-425	CLOTHING	\$50.49
E 601-49000-425	CLOTHING	\$50.49
PW Clothing		470241425
PW Clothing		470241425
PW Clothing		\$50.49
Total CINTAS		
Paid Chk# 019609	3/10/2009	CITY OF FALCON HEIGHTS
E 101-42100-321	FIRE CALLS	\$1,190.58
2/09 Fire Calls		\$1,190.58
Total CITY OF FALCON HEIGHTS		
Paid Chk# 019610	3/10/2009	CITY OF ROSEVILLE
E 101-41200-391	TELEPHONE/PAGERS	\$95.40
E 101-41200-306	CONSULTING FEES	\$453.33
3/09 Phone Service		9435
3/09 IT Services		\$548.73
Total CITY OF ROSEVILLE		
Paid Chk# 019611	3/10/2009	CITY OF ST ANTHONY
E 101-42100-319	POLICE CONTRACT	\$48,187.50
3/09 Police Services		2151
Total CITY OF ST ANTHONY		
Paid Chk# 019612	3/10/2009	EUREKA RECYCLING
E 203-50000-389	RECYCLING CONTRACTOR	\$2,101.43
1/09 Recycling Contract		4115
Total EUREKA RECYCLING		
Paid Chk# 019613	3/10/2009	GLENWOOD INGLEWOOD
E 101-41200-208	WATER DELIVERY	\$20.21
2/09 cooler rental and water d		\$20.21
Total GLENWOOD INGLEWOOD		
Paid Chk# 019614	3/10/2009	HOME DEPOT CRC
E 101-45200-228	MISC REPAIRS MAINT SUPPLIE	\$22.78
E 101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$46.30
Misc Warming House Supplies		\$69.08
Misc City Hall Supplies		
Total HOME DEPOT CRC		
Paid Chk# 019615	3/10/2009	HUGHES & COSTELLO
E 101-42100-355	MISC PRINTING/PROCESS SER	\$120.50
E 101-42100-305	LEGAL FEES	\$850.00
3/09 Legal Services - Processi		\$970.50
3/09 Legal Services		
Total HUGHES & COSTELLO		
Paid Chk# 019616	3/10/2009	JENNIFER GRIMM
E 201-45600-430	MISC	\$400.00
2009 Winter Dance Band		\$400.00
Total JENNIFER GRIMM		
Paid Chk# 019617	3/10/2009	LILLIE SUBURBAN NEWS
E 101-41200-352	PUBLIC INFO NOTICES	\$71.40
09 Summary Budget Notice		

***Check Detail Register®**

CITY OF LAUDERDALE

MARCH 2009

Check Amt Invoice Comment

Check Amt	Invoice	Comment
\$71.40		Total LILLIE SUBURBAN NEWS
\$10,715.82	893881	4/09 Waste Water Services
\$10,715.82		Total MET-COUNCIL ENVIRONMENTAL SER.
\$24.65	9020627	2/09 locate tickets
\$24.65		Total ONE CALL CONCEPTS
\$181.45		Total PARK SERVICE
\$127.01		2/09 Motor Fuels
\$27.22		2/09 Motor Fuels
\$27.22		2/09 Motor Fuels
\$325.00		Total POSTMASTER - NEWSLETTER
\$325.00		April-June newsletter
\$457.32		Total RAMSEY COUNTY, PROP REC & REV
\$20.00	RISK-001233	3/09 Health Insurance
\$437.32	RISK-001233	3/09 Health Insurance
\$192.00	628851	toner 4 pack
\$192.00		Total TOSHIBA BUSINESS SOLUTIONS
\$431.25	2338187	2002A Bond Management Contract
\$431.25	2338621	2003A Bond Management Contract
\$862.50		Total US BANK, DEBT SERVICES
\$52,283.42		10100 NORTH STAR CHECKING
\$400.00		101 GENERAL
\$2,101.43		203 RECYCLING
\$431.25		303 '02 ST/UTIL IMP DEBT SERVICE
\$431.25		304 '03 ST/UTIL IMP DEBT SERVICE
\$10,793.53		601 SEWER UTILITIES
\$77.71		602 STORM SEWER ENTERPRISE FUND
\$66,518.59		10100 NORTH STAR CHECKING

Fund Summary

LAUDERDALE COUNCIL ACTION FORM

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

MEETING DATE	March 10, 2009
AGENDA NUMBER	5A
DESCRIPTION	2009 Rental License

BACKGROUND OR PAST COUNCIL ACTION
<p>Donna Berry / Rebecca Berry have requested approval of their rental license without an inspection as they will be terminating their rental status at the end of their current renters' agreement on May 31, 2009. The rental license will be effective January 1- May 31, 2009.</p>

OPTIONS

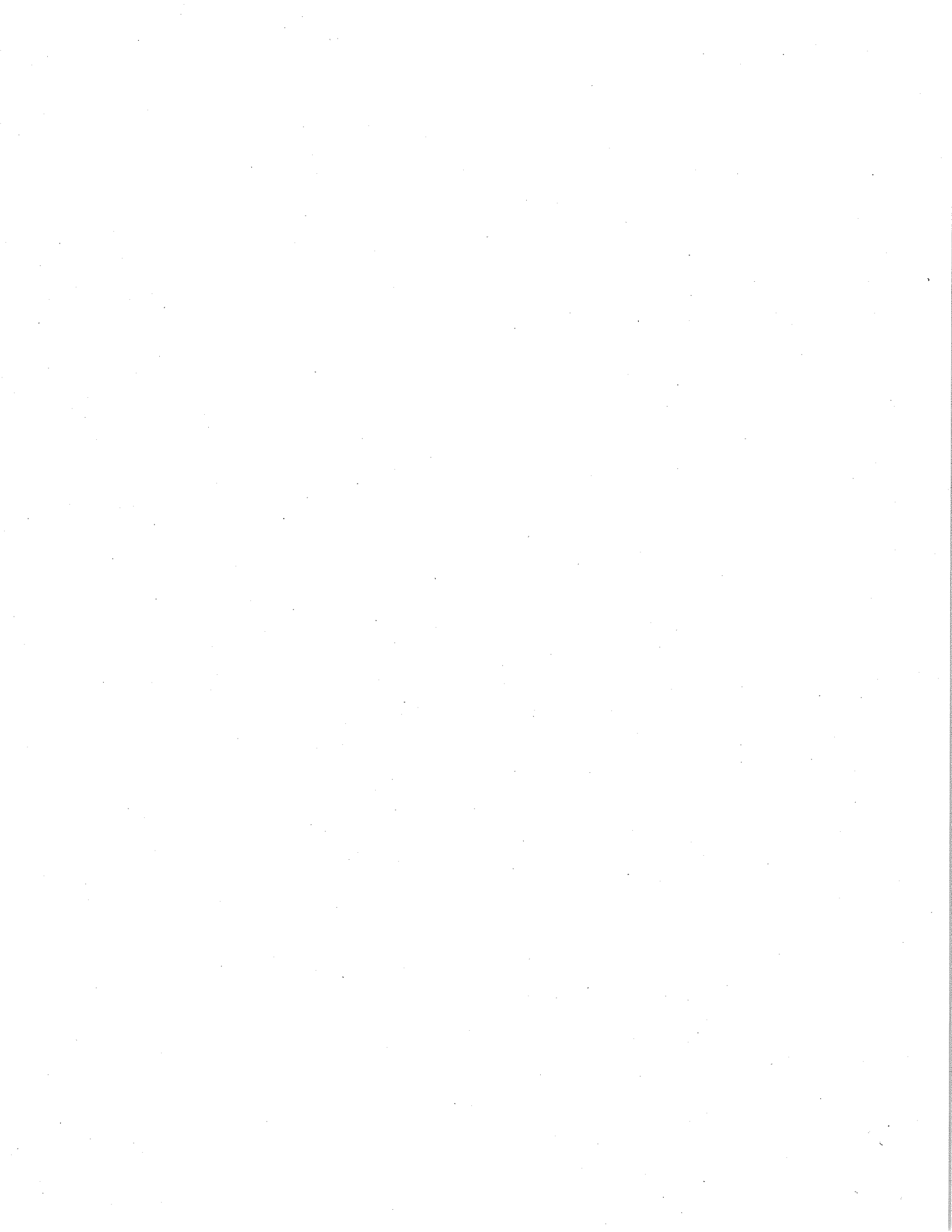
STAFF RECOMMENDATION
Approve license for January 1 - May 31, 2009.

COUNCIL ACTION


STAFF ACTION

MOTION BY _____

SECOND _____



LAUDERDALE COUNCIL ACTION FORM

Meeting Date	March 10, 2009	ITEM NUMBER	9A - 800 MHz Radio Grant
STAFF INITIAL		APPROVED BY ADMINISTRATOR	_____

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last council meeting, the Council motioned to accept the grant that will allow the City to purchase two 800 MHz radios. I notified the Metropolitan Emergency Services Board of the decision. Subsequently, they sent the following agreement for the Council to approve. It was already approved as to form by the city attorney.

- OPTIONS:**
1. Motion to approve the sub-grant agreement between the City of Lauderdale and the Metropolitan Emergency Services Board as presented.
 2. Propose amendments sub-grant agreement between the City of Lauderdale and the Metropolitan Emergency Services Board.
 3. Do not approve the agreement and provide staff direction.

STAFF RECOMMENDATION:

1. Motion to approve the sub-grant agreement between the City of Lauderdale and the Metropolitan Emergency Services Board as presented.

COUNCIL ACTION:

SUB-GRANT AGREEMENT

This Sub-Grant Agreement (the Agreement) is entered into on this _____ day of _____, 2009, by and between the Metropolitan Emergency Services (Sub-Grantor), a Minnesota Regional joint powers board under the provisions of Minnesota Statutes, Section 403.39 and 471.59, and the City of Lauderdale, a municipal corporation under the laws of the State of Minnesota (Sub-Grantee).

RECITALS

WHEREAS, in April 2008, the Minnesota Department of Public Safety (MDPS) received a grant of monies from the United States Department of Commerce for improvements to the Public Safety Interoperable Communications System (PSIC); and

WHEREAS, the MDPS has entered into an agreement with Sub-Grantor (the MDPS Agreement), a copy of which is attached hereto as Exhibit A, on or about December 10, 2008; and

WHEREAS, it is a requirement of the United States Department of Commerce grant that the granted monies be used to supplement, not supplant or replace, funds appropriated from the State of Minnesota or the Sub-Grantee; and

WHEREAS, the MDPS Agreement has imposed on the Sub-Grantor certain requirements and obligations to insure that grant funds are expended by Sub-Grantors for authorized activities and that appropriate records and certifications are prepared and maintained; and

WHEREAS, the Sub-Grantor and Sub-Grantee are desirous of entering into the Sub-Grant Agreement;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein, Sub-Grantor (Metropolitan Emergency Services Board) and Sub-Grantee Lauderdale do hereby agree as follows:

I. Term of Sub-Grant Contract.

1. **Effective date.** This Agreement shall be effective on the date Sub-Grantee's grant request, a copy of which is attached hereto and incorporated herein by reference as Exhibit B (Grant Request), is approved by the Sub-Grantor and this agreement executed by the parties.
2. **Expiration Date.** This Agreement shall expire and be of no further force or effect on the earlier of the following:

- a) September 30, 2010.
- b) The disbursement to Sub-Grantee the sum of \$3,593.53.

II. Grant of Monies.

The Sub-Grantor agrees to make available to Sub-Grantee a grant of up to \$3,593.53 to reimburse Sub-Grantee for the acquisition of the interoperable radio communications equipment identified on the attached Exhibit B, which is incorporated herein and made a part hereof. Sub-Grantee shall use the proceeds of the Grant only for the purchase of the equipment identified in Exhibit B. Sub-Grantee's reimbursement shall be limited to a maximum of 80% of the cost to purchase the equipment, and Sub-Grantee must provide a 20% match for such cost. The 20% match is calculated using the following formula: $((\text{grant amount} \times 100) - 80) / \text{grant amount}$.

III. Sub-Grantee Representations and Warranties.

With respect to this Grant, Sub-Grantee represents and warrants to Sub-Grantor as follows:

1. It has the legal authority to enter into, execute and deliver this agreement, and it has taken or will take prior to disbursement of any Grant proceeds all actions necessary to the execution and delivery of this agreement and has the legal authority to purchase the equipment identified in Exhibit B.

2. This Agreement is a legal, valid and binding obligation of the Sub-Grantee and is enforceable against the Sub-Grantee according to its terms.

3. It will comply with all of the terms, conditions, and warranties in this Agreement.

4. To the best of its knowledge, it has made no material false statement of fact in connection with its receipt of this Grant, and all of the information previously submitted to Sub-Grantor or which it will submit to the Sub-Grantor in the future relating to this Grant or the disbursement of any of the Grant is and will be true and correct.

5. It will use the Grant proceeds solely for expenditures to purchase the equipment identified on Exhibit B. Provided, however, that Sub-Grantee may use Grant proceeds to purchase other interoperable radio equipment for the PSIC Grant, so long as such equipment is listed on the Statewide Radio Board's approved equipment list. In no case shall such substituted use of Grant proceeds increase the Grant amount.

6. It has or will comply with the matching fund requirements of Section IV 2 of this Agreement.

IV. Consideration and Payment.

Sub-Grantor will reimburse Sub-Grantee for all eligible and approved expenditures under this Sub-Grant Agreement as follows:

1. **Compensation.** Sub-Grantee will be reimbursed in an amount not to exceed \$3,593.53.

a) **Assignment.** Sub-Grantee may neither assign nor transfer any rights or obligations under this grant contract without the prior consent of the Sub-Grantor and a fully executed Assignment Agreement, executed and approved by the same parties who

2. **Assignment, Amendments, Waiver, and Grant Contract Complete.**

Sub-Grantee's Authorized Representative is Heather Butkowski. If Sub-Grantee's Authorized Representative changes at any time during this grant contract, Sub-Grantee must immediately notify the Sub-Grantor in writing.

1. **Authorized Representative.** The Sub-Grantor's Authorized Representative is Jill Rohrer, or her successor, and has the responsibility to monitor Sub-Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Sub-Grantor's Authorized Representative will certify acceptance on each invoice submitted for payment.

V. **Miscellaneous**

5. **Conditions of Payment.** All services provided by the Sub-Grantee under this grant contract must be performed to the Sub-Grantor's and State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. Sub-Grantee will not receive payment for work found by the State or Sub-Grantor to be unsatisfactory or performed in violation of federal, state, or local law.

b) Sub-Grantee's reimbursement requests to the Sub-Grantor shall include a summary report showing the following information: total budget showing both the contribution and grant funds, if applicable; previous expenditure and reimbursements made, if applicable; and the amount of current reimbursement request, if applicable.

Sub-Grantee must certify that the reimbursements and payments are accurate and appropriate based on the approved plan; that Sub-Grantee has verified the completion of the project or phase and that Sub-Grantee has obtained documentation of actual expenditures for which reimbursement is sought including copies of its itemized invoices and payment verification.

a) **Invoices.** The Sub-Grantor will promptly pay the Sub-Grantee upon submission of an invoice from the Sub-Grantee and the Sub-Grantor's Representative accepts the invoiced services. Invoices must be submitted in a timely manner. All requests for reimbursement must be submitted to the Sub-Grantor by June 30, 2010.

4. **Payment.**

3. **Total Obligation.** The total obligations of the Sub-Grantor to Sub-Grantee shall not exceed the sum of \$3,593,53.

2. **Matching Requirements.** Sub-Grantee agrees that it will expend at least \$898.38 from its own funds or other non-grant sources as a match for grant reimbursement.

executed and approved this grant contract, or their successors in office.

b) **Amendments.** Any amendment to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

c) **Waiver.** If the Sub-Grantor fails to enforce any provision of this grant contract, that failure does not waive the provision or its right to enforce it.

d) **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the Sub-Grantor and Sub-Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

3: **Liability.** Sub-Grantee must indemnify, save, and hold the Sub-Grantor, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the Sub-Grantor arising from the performance of this grant contract by Sub-Grantee or Sub-Grantee's agents or employees. This clause will not be construed to bar any legal remedies Sub-Grantee may have for the Sub-Grantor's failure to fulfill its obligations under this grant contract. Nothing in this section shall constitute or be deemed a waiver by Sub-Grantee of its statutory or common law immunities or limitations of liability, if any. Sub-Grantee shall maintain such books and records as will satisfactorily demonstrate to Federal, State, and Sub-Grantor's Auditors that Sub-Grantee has not used Grant monies to supplant or substitute for local funds. If upon such audit the auditing agency determines that Grant funds have been used to supplant, rather than supplement, local funds, and levies any penalties or fines, or requires refund of any Grant monies, Sub-Grantor agrees that it shall be responsible for such penalties, fines, or refundment, and shall hold the sub-Grantor harmless therefrom.

4: **State Audits.** Under Minn. Stat. § 16C.05, subd. 5, Sub-Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant contract.

5: **Government Data Practices.** Sub-Grantee and Sub-Grantor must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by Sub-Grantee under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by Sub-Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either Sub-Grantee or the Sub-Grantor. If Sub-Grantee receives a request to release the data referred to in this Clause, Sub-Grantee must immediately notify the Sub-Grantor. The Sub-Grantor will give Sub-Grantee instructions concerning the release of the data to the requesting party before the data is released.

6: **Workers' Compensation.** Sub-Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. Sub-Grantee's employees and agents will not be considered Sub-Grantor employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims

made by any third party as a consequence of any act or omission on the part of these employees are in no way the Sub-Grantor's obligation or responsibility.

7. Publicity and Endorsement.

- a) **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Sub-Grantee individually or jointly with others, or any subcontractors, with respect to the program publications, or services provided resulting from this grant contract.
- b) **Endorsement.** Sub-Grantee must not claim that either the State or the Sub-Grantor endorses its products or services.

8. Governing Law, Jurisdiction, and Venue. Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. Termination.

- a) **Termination by the Sub-Grantor.** The Sub-Grantor may cancel this grant contract at any time, with or without cause, upon 30 days' written notice to the Sub-Grantee. Upon termination, the Sub-Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- b) **Termination for Insufficient Funding.** The Sub-Grantor may immediately terminate this grant contract if it does not obtain funding from the Minnesota Department of Public Safety, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to Sub-Grantee. The Sub-Grantor is not obligated to pay for any services that are provided after notice and effective date of termination. However, Sub-Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The Sub-Grantor will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Department of Public Safety, or other funding source, not to appropriate funds. The Sub-Grantor must provide Sub-Grantee notice of the lack of funding within a reasonable time of the Sub-Grantor receiving that notice.

10. Data Disclosure. Under Minn. Stat. § 270C.65, and other applicable law, Sub-Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could

result in action requiring Sub-Grantee to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

11. **Dispute Resolution.** In the events of a dispute between the Sub-Grantor and any other party to this agreement as to the terms of this agreement, the parties to the dispute shall submit such dispute to mediation before commencing litigation. The costs of such mediation shall be shared equally by the parties to the mediation.

12. **Grants Over \$100,000.00.** If the Grant exceeds \$100,000.00, Sub-Grantee must complete a Certification Regarding Lobbying in the form attached hereto as Exhibit C.

SUB-GRANTOR

SUB-GRANTEE

By: _____
Its: _____
Dated: _____

By: _____
Its: Mayor
Dated: _____

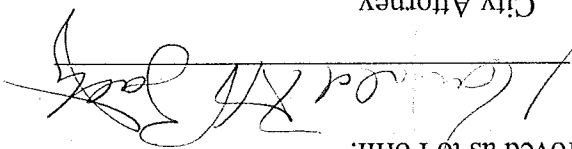
By: _____
Its: _____
Dated: _____

By: _____
Its: City Administrator
Dated: _____

Approved as to Form: _____

Approved as to Form: _____

By: _____
Assistant Ramsey County Attorney

By: 
City Attorney

Dated: _____

Dated: 3/2/09

COUNCIL ACTION:

1) Direct staff to work with Kennedy & Craven to draft a purchase agreement.

STAFF RECOMMENDATION:

- 1) Direct staff on how to proceed.
- 2) Do nothing.

OPTIONS:

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Title work has been completed for the former lift station site adjacent to Virginia Matheny's Property at 1974 Walnut Street. The city received the property, Lot 30, Block 2 through a warranty deed back in 1954. The deed was given subject to an easement over the southerly 5 feet for operation, maintenance and repair of a water line running underground at least 2 feet below the surface. This easement runs from Lot 1, Block 2 to Walnut St.

The city sold or deeded most of Lot 30, Block 2 in 1963. They only retained the east 20 feet for the lift station. Since the city has fee title, it can sell or deed the property. But it is subject to the easement.

Next Step: Decide if the city is interested in selling the property to Ms. Matheny. Reasons that have a public purpose include the monies raised from the sale, and getting the property back on the tax roles.

Next Step: Negotiate a purchase price and draft a purchase agreement. The 2009 market value is \$6,500, per Ramsey County. The purchase agreement could be contingent on Ms. Matheny applying for a lot combination and receiving approval to combine the lots.

LAUDERDALE COUNCIL

ACTION REQUESTED

Consent

Special

Public Hearing

Report

Discussion/Action

Resolution

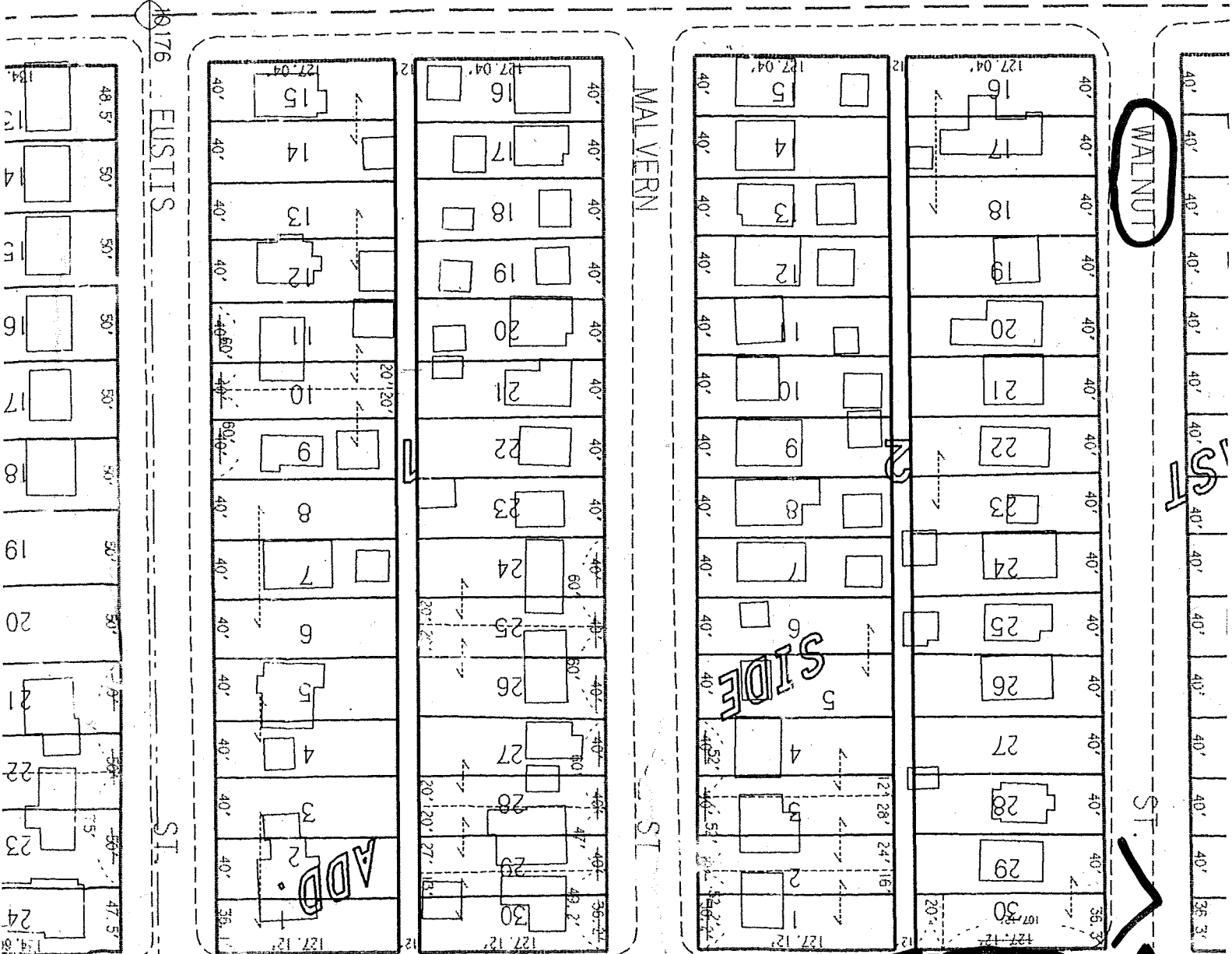
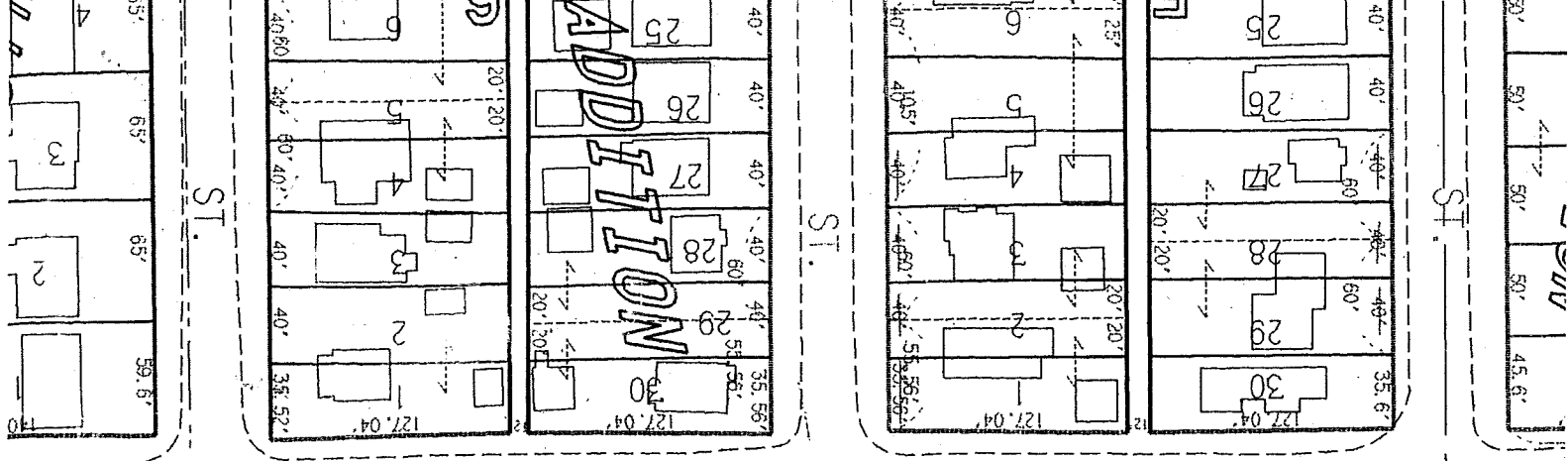
Work session

MEETING DATE March 10, 2009

ITEM NUMBER Resident Request for City Property

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR



Matheny
LOT 29 + 30
Landerdale
E 20 FT LOT 30
NT

WALNUT

MALVERN

ADDITION

SIDE

ADD

RYAN

NT

SOUTH CITY LIMITS

18176 EUSTIS

ST

ST

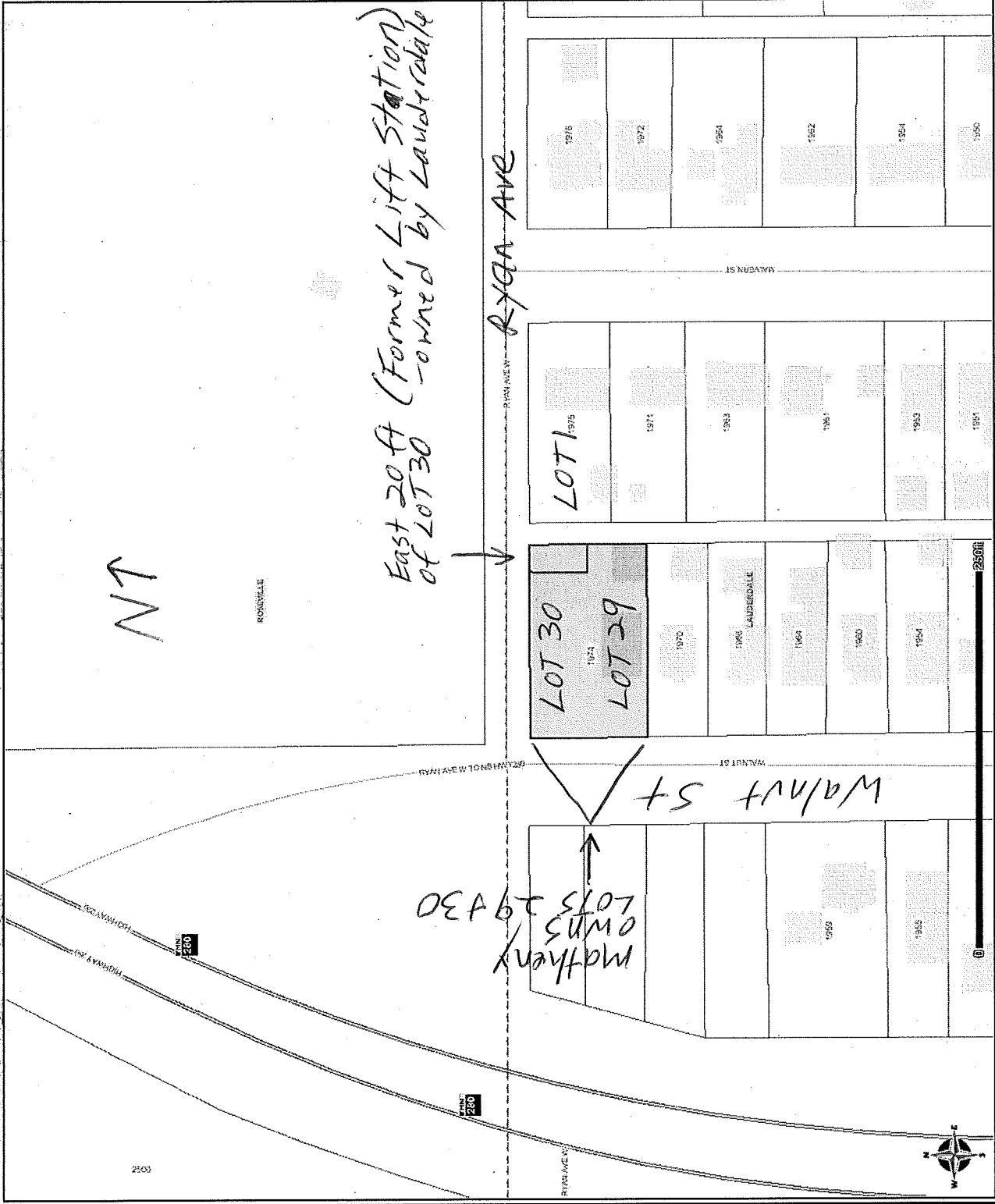
ST

ST

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- Selected Features
- Municipalities
- Road Centerlines (County)
- County Road
- Interstate Hwy
- State Hwy
- Roads
- Water
- Structures
- Parcel Polygons
- Highway Shields
- Street Name Labels



DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (January 6, 2009), The Lawrence Group (January 6, 2009 for County parcel and property records data; January 2009 for commercial and residential data; April 2006 for color aerial imagery; All

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	March 10, 2009	ITEM NUMBER	13B - Police Contract
STAFF INITIAL	<i>MMB</i>	APPROVED BY ADMINISTRATOR	

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Since the last council meeting, St. Anthony invited the Falcon Heights and Lauderdale city administrators to a meeting to begin discussing the provisions of the 2010-2012 police contract. At that meeting, St. Anthony agreed to change the language in section XXI to allow either city to opt out of the contract at the end of each year if notice is given by March 15. This gives the chief 9 1/2 months to make staffing changes. The Council discussed asking for a one or two year contract to allow for budgeting flexibility, but that is not likely necessary with the revised termination language.

The Falcon Heights and Lauderdale mayors and administrators are meeting Thursday to discuss the contracts. The primary concern for both cities is the cost, especially since the legislature is still wrestling with the impact of the stimulus package and LGA cuts remain unknown.

The goal of tonight's council meeting is to highlight any issues or changes council members would like to see in the contract. This is a 'clean' contract as the amendments made when the City went to 24 hour coverage are already included.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:



March 2, 2009

Heather Butkowski
City of Lauderdale
1891 Walnut Street
Lauderdale, Minnesota 55113

Dear Heather:

Enclosed is the Contract Agreement for police services for 2010, 2011 and 2012 between the City of Lauderdale and City of St. Anthony. The increases for each contract year are 1.36% in 2010, 3.5% in 2011, and 4% in 2012. In 2010, the City removed \$11,000 for dispatching services. This will be paid to Ramsey County by each city. If you include the \$11,000 reduction to the contract, the 2010 increase is 3.25%

The proposed increase is necessary to offset increased costs in the following areas:

- ✓ Health insurance premiums increased 16% and each year continues to rise at double-digit levels.
- ✓ Increasing costs of maintenance (labor, tires, parts & etc.).
- ✓ Fuel costs volatility.
- ✓ FERA (Employer pension contributions were increased by the State).

The proposed increase listed below is contingent on a favorable approval of the St. Anthony City Council. The St. Anthony City Council will schedule approval after Lauderdale approves the contract. Here is a current summary of the cost for services:

2009	Proposed	2010	Proposed	2011	Proposed	2012	Proposed
\$578,250	\$586,100	\$606,700	\$630,900				

In addition, we have changed language on the Joint Advisory Committee to meet once per year, changed the Termination Agreement so it is consistent with both cities and attached a budget that breaks down wages and benefits. Also, dispatch expenditures will be paid for by each city. We have attached a copy of the proposed budget for Lauderdale. If you have any questions, please contact me at 612-782-3311 or email at mmonson@ci.saint-anthony.mn.us

Sincerely,

Michael J. Mornson
City Manager

CONTRACT AGREEMENT
FOR POLICE SERVICES

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

I. PURPOSE

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

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

II. INTERPRETATION

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

III. SERVICES

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

IV. LEVEL OF SERVICES

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

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Lauderdale 24 hours each day, subject only to the exceptions noted above;
- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;

D. Dispatching Costs
Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch.

E. Enforcement of all ordinances of Lauderdale which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;

F. Ticketing for traffic violations will be done routinely during normal shifts;

G. Crime prevention programs that encourage community involvement and investment in the City of Lauderdale, including participation in the Mayor's Commission, Family Violence Network, Neighborhood Watch Programs, "McGruff Houses," and "Combat Auto Theft" programs; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program;

H. Criminal investigations.

I. Reports on police services and activities, including weekly, monthly and annual police reports;

J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;

K. Officers will be available at Lauderdale City Hall to answer questions from, and provide information regarding police activities to, Lauderdale residents, business owners and staff on an as-needed basis;

L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;

M. Review and comment, upon request, of proposed Lauderdale ordinances affecting police services or enforcement;

N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and

O. Special event traffic patrol services.

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2010, and will continue until December 31, 2012. In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of \$586,100 for the year 2010, \$606,700 for the 2011, and an annual fee of \$630,900 for 2012 for the police service under this Agreement. This Agreement will be effective January 1, 2010, and will continue indefinitely unless canceled in accordance with the procedure outlined in Section XX of this Agreement. In consideration of services provided for under this Agreement, St. Anthony and Lauderdale shall establish the fee for these services by May 15, 2012.

VI. METHOD OF PAYMENT

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

VII. LIABILITY

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

VIII. ADMINISTRATIVE RESPONSIBILITY

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

IX. JOINT ADVISORY COMMITTEE

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

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

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

XI. COOPERATION AND ASSISTANCE AGREEMENTS

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

XII. HEADQUARTERS

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

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Lauderdale will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment

XIV. ENFORCEMENT POLICIES Matters will be the obligation of St. Anthony. Lauderdale will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Lauderdale.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE Enforcement policies of St. Anthony will prevail as the enforcement policies within Lauderdale. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Lauderdale.

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

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

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

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

XX. CONTINUATION OF AGREEMENT The St. Anthony Police Chief will regularly communicate with the Lauderdale City Administrator in order to ensure that Lauderdale is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Lauderdale City Council. Lauderdale will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Lauderdale. P.O.S.T. training funds will be used for officer training.

XXI. TERMINATION OF AGREEMENT This Agreement will be effective January 1, 2010 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Lauderdale shall establish the fee for police services by May 15, 2012.

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by March 15, of each year. Termination of this Agreement shall be effective on December 31st at 11:59 p.m.

XXII. REVIEW OF AGREEMENT

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

XXIII. ASSIGNMENT

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

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

CITY OF ST. ANTHONY

CITY OF LAUDERDALE

By: _____
Mayor

By: _____
Mayor

By: _____
City Manager

By: _____
City Administrator

Date:

Date:

3-Year Contract

2009 Contract = \$578,250

Summary of Lauderdale Budget For Fiscal Year 2010, 2011 & 2012

Total Revenues from Contracts	\$586,100.00	\$606,700.00	\$630,900.00
	1.36%	3.5%	4%
Revenues: - Lauderdale	Lauderdale	Lauderdale	Lauderdale
General Fund	\$586,100.00	\$606,700.00	\$630,900.00
TOTAL	\$586,100.00	\$606,700.00	\$630,900.00

Personal Services	Salaries	101-41100-110	\$368,100.00	\$380,720.00	\$395,580.00
	OverTime Salaries	101-41100-111	\$5,980.00	\$6,200.00	\$6,500.00
	Employers Contribution/Pension	101-41100-114	\$41,800.00	\$43,200.00	\$44,900.00
	Employers Contribution/Insurance	101-41100-115	\$48,800.00	\$50,500.00	\$52,500.00
	OverTime Court	101-41100-117	\$2,400.00	\$2,500.00	\$2,600.00
Total Personal Services			\$467,080.00	\$483,120.00	\$502,080.00
Supplies	General Supplies	101-41100-226	\$10,200.00	\$10,600.00	\$11,000.00
	Total Supplies		\$10,200.00	\$10,600.00	\$11,000.00
Other Services & Charges	Other Services	101-41100-321	\$5,300.00	\$5,500.00	\$5,700.00
	Communications	101-41100-331	\$7,400.00	\$7,800.00	\$8,200.00
	Care & Support/Booking Fees	101-41100-333	\$5,600.00	\$5,800.00	\$6,200.00
	Printing & Publishing	101-41100-334	\$2,800.00	\$2,900.00	\$3,100.00
	Maintenance & Repair	101-41100-339	\$1,600.00	\$1,700.00	\$1,800.00
	Travel/School/Conference	101-41100-341	\$2,800.00	\$2,900.00	\$3,100.00
	Subscriptions/Membership	101-41100-342	\$1,040.00	\$1,080.00	\$1,120.00
Total Other Services & Charges			\$26,540.00	\$27,680.00	\$29,220.00
TOTAL POLICE BUDGET			\$503,820.00	\$521,400.00	\$542,300.00

Other Budget Line Items	Workers Compensation	101-40510-335	\$11,200.00	\$11,600.00	\$12,100.00
	Animal Control	101-41900-320	\$1,700.00	\$1,800.00	\$1,900.00
	Public Works/Fuels & Lubricants	101-42200-222	\$10,300.00	\$10,700.00	\$11,100.00
	Public Works/Maintenance & Repair	101-42200-339	\$12,980.00	\$13,400.00	\$14,000.00
	Squad Car/Capital Equipment	401-47200-453	\$26,000.00	\$27,000.00	\$28,000.00
Contingency For Unanticipated/Emergency Expenditures			\$20,100.00	\$20,800.00	\$21,500.00
TOTAL			\$586,100.00	\$606,700.00	\$630,900.00

Ramsey County Dispatch Services
Paid Directly by Lauderdale

Dollar Increase	\$7,850.00	\$20,600.00	\$24,200.00
	1.36%	3.50%	4.00%

2009 Budget \$578,250.00
3.25% Increase \$18,850.00
Less: \$597,100.00
2010 Budget (\$11,000.00) \$586,100.00

2009 Budget	\$578,250.00
3.25% Increase	\$18,850.00
Less:	\$597,100.00
2010 Budget	\$586,100.00
	1.36%