

LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 9, 2009
7:00 P.M. COMMUNITY PARK – WORK SESSION
7:30 P.M. CITY HALL – MEETING CONTINUATION
1891 WALNUT STREET

FILE

1. ROLL CALL
2. APPROVAL OF THE AGENDA
3. WORK SESSION
 - a. Community Park Forum
4. APPROVALS
 - a. Minutes of the May 26, 2009, City Council Meeting
 - b. Claims totaling \$77,123.24
5. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL
6. CONSENT
 - a. Roseville Youth Recreation Agreement
 - b. Renew Joint Powers Agreement Regarding Recycling Fees
 - c. Accept Lions Donation for Music under the Trees Event
7. SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS
8. PUBLIC HEARINGS Public hearings are conducted so that the public affected by a proposal can have input in to the decision.
9. REPORTS
 - a. June Music under the Trees Event
10. DISCUSSION / ACTION
 - a. 2010-2011 Police Contract Proposal
 - b. Animal Control Ordinance Discussion
 - c. Stormwater Management Ordinance Update
 - d. Updated Deputy Clerk Job Description
 - e. Employment Offer for C. Callahan
11. ITEMS REMOVED FROM THE CONSENT AGENDA
12. ADDITIONAL ITEMS
13. SET AGENDA FOR NEXT MEETING
 - a. Stormwater Management Ordinance Adoption
 - b. Roseville Sanitary Sewer Agreement
 - c. Purchase Agreement for Former Lift Station Property near 1974 Walnut Street
 - d. Appointment of an LMCTT Insurance Agent
 - e. Workers' Compensation, Property, and Casualty Insurance Renewal
 - f. Floodplain Ordinance for City's Without a FEMA Flood Hazard Boundary Map
14. ADJOURN

May 26, 2009

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

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

Staff present: Heather Butkowski, City Administrator.

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

Councilor Mac Lean moved approval of the May 12, 2009, City Council meeting minutes. Councilor Doherty seconded the motion and it passed unanimously.

Mayor Dains asked the councillors if they had questions regarding the claims. There being none, Councilor Christensen moved approval of the claims totaling \$20,356.12. Councilor Mac Lean seconded the motion and it passed unanimously.

Mayor Dains asked if members of the public wished to address the Council. Matt Saumweber, 2349 Summer Street, addressed the Council about the conduct seen at Community Park. He mentioned an altercation that occurred, swearing at the basketball courts, and off-leash dogs. The Mayor invited Saumweber to stay for the work session as park issues were on the agenda for discussion.

Mayor Dains asked if councillors wished to remove items from the consent agenda. There being none, Councilor Christensen moved the consent agenda approving the PCIC minutes from May 18, 2009, and park reservation applications. Councilor Hawkinson seconded the motion and it passed unanimously.

Butkowski said the city attorney reviewed the illicit discharge detection and elimination ordinance since the last meeting and provided no additional comments for the Council. The ordinance is a requirement of the City's Stormwater Pollution Prevention Program. It prohibits the discharge of pollutants into the storm sewer system and provides the City with enforcement tools in the event of a violation.

Mayor Dains opened the public hearing regarding ordinance 09-01 pertaining to the illicit discharge detection and elimination ordinance at 7:38 p.m. As no one wished to address the Council, the public hearing was closed at 7:39 p.m.

As there was no further council discussion, Councilor Doherty moved to adopt ordinance 09-01 adding Section 8-5 to the Code of Ordinances regarding Illicit Discharge and Illicit Connections to the Storm Sewer System. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Christensen moved to adopt resolution 052609B – A Resolution Authorizing Publication of Ordinance 09-01 by Title and Summary. Councilor Doherty seconded the motion and it passed unanimously.

Butkowski explained that Melissa Carr, owner of 1903 Walnut Street, applied for a fence and retaining wall permit. As she requested a front yard fence, Council approval was required. Carr provided an updated diagram of the proposed fence showing she intended to stay 22 feet from the road or nine feet from the right-of-way.

Councilor Christensen moved to approve the front yard fence as presented in the updated site plan and as presented in the council packet. Councilor Doherty seconded the motion and it passed unanimously.

Butkowski said that Ramsey County notified the City that American Recovery and Reinvestment Act funds, also known as stimulus funds, were available through Ramsey County in the form of a Community Development Block Grant (CDBG). City staff submitted an initial letter of interest from which Ramsey County allowed the City to submit a formal request for funding for playground improvements. Staff drafted the application to fund the \$50,000 worth of playground improvements planned for 2009 that were put on hold in light of local government aid cuts. A city council resolution must be submitted along with the application.

Councilor Doherty moved to adopt resolution 052609A – A Resolution Authorizing Application for CDBG-R Funds for Playground Improvements at Lauderdale Community Park. Councilor Mac Lean seconded the motion and it passed unanimously.

The Mayor suggested postponing the goal setting session agreed upon at the last meeting (June 23) until more information regarding the local government aid cuts was available. The council members agreed.

Councilor Mac Lean moved to postpone the June 23 goal setting session until another time and date were chosen by the city council. Councilor Hawkinson seconded the motion and it passed unanimously.

The Mayor acknowledged the list of agenda items for the next meeting which included review of an updated stormwater management ordinance, a sanitary sewer agreement with

LAUDERDALE CITY COUNCIL
MEETING MINUTES

Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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Roseville, 2010-2011 police contract, Floodplain ordinance, Music Under the Trees report, and recycling fees joint powers agreement.

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

The Mayor said that he received complaints about a number of park issues ranging from litter to inappropriate language and conduct. He said he spoke to Chief Ohl about the issues and they agreed on additional foot patrol in the park and discussed developing signage.

The councilors discussed the issues brought to their attention by residents. Saunweber also contributed his experiences living by the park to the discussion. St. Anthony Police Officer Josh White was in attendance and noted many of the same issues occur in other parks in the area.

The Council agreed on a course of action for addressing the park issues. The Council will hold the June 9 city council meeting work session at the park. Staff was directed to advertise the event through the usual media tools in addition to sending letters to residents that live around the park. Staff was also asked to develop signs promoting appropriate park conduct.

There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Christensen seconded the motion and it carried. The meeting adjourned at 8:58 p.m.

Respectfully submitted,

Heather Butkowski
City Administrator

**CITY OF LAUDERDALE
CLAIMS FOR APPROVAL
June 9, 2009 City Council Meeting**

<p>Total Claims for Approval \$77,123.24</p>		
<table border="0"> <tr> <td data-bbox="196 932 568 1755"> <p>Payroll 5/29/09 Payroll: Direct Deposit # 500759-500768 \$8,257.11 5/29/09 Payroll: Payroll Liabilities, e-payments 358E-361E \$6,289.55</p> </td> <td data-bbox="568 932 974 1755"> <p>Vendor Claims 6/09/09: Check #s 19722-19737 \$62,576.58</p> </td> </tr> </table>	<p>Payroll 5/29/09 Payroll: Direct Deposit # 500759-500768 \$8,257.11 5/29/09 Payroll: Payroll Liabilities, e-payments 358E-361E \$6,289.55</p>	<p>Vendor Claims 6/09/09: Check #s 19722-19737 \$62,576.58</p>
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CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group	Check Amount	Check Date	Check Status
500766	000000002	HINRICHS, DAVID C	11	BI-WEEKLY	\$1,313.97		Outstanding
500767	000000005	HUGHES, JOSEPH A	11	BI-WEEKLY	\$1,662.69		Outstanding
500763	000000010	DAINS, JEFFREY	11	BI-WEEKLY	\$276.95		Outstanding
500759	000000011	BOWNIK, JAMES	11	BI-WEEKLY	\$1,507.42		Outstanding
500762	000000014	CHRISTENSEN, CLAY	11	BI-WEEKLY	\$184.70		Outstanding
500764	000000004	DOHERTY, KAREN	11	BI-WEEKLY	\$184.70		Outstanding
500760	000000007	BUTKOWSKI-HINRICHS, HE	11	BI-WEEKLY	\$1,713.19		Outstanding
500765	000000041	HAWKINSON, DENISE	11	BI-WEEKLY	\$184.70		Outstanding
500768	000000013	MAC LEAN, LARA	11	BI-WEEKLY	\$184.70		Outstanding
500761	000000017	CALLAHAN, COLLEEN	11	BI-WEEKLY	\$1,044.09		Outstanding
					<u>\$8,257.11</u>		

CITY OF LAUDERDALE

Payments

Current Period: MAY 2009

Batch Name	5/29/09payrl	Payment	Computer Dollar Amt	\$6,289.55	Posted						
Refer	877	MN DEPARTMENT OF REVENUE	Ck# 000358E 5/29/2009								
Cash Payment	G 101-21702 STATE WITHHOLDING	5/09 State Withholding									
Transaction Date	5/29/2009										
Refer	878	PERA	Ck# 000359E 5/29/2009								
Cash Payment	G 101-21704 PERA	5/29/09 Payroll									
Transaction Date	5/29/2009										
Total				\$1,246.68							
Refer	879	ICMA RETIREMENT TRUST - 457	Ck# 000360E 5/29/2009								
Cash Payment	G 101-21705 ICMA RETIREMENT	5/29/09 Payroll									
Transaction Date	5/29/2009										
Total				\$963.08							
Refer	880	NORTH STAR BANK, CHECKING S	Ck# 000361E 5/29/2009								
Cash Payment	G 101-21703 FICA WITHHOLDING	5/29/09 Payroll									
Cash Payment	G 101-21701 FEDERAL TAXES	5/29/09 Payroll									
Transaction Date	5/29/2009										
Total				\$2,682.50							
Fund Summary											
10100 NORTH STAR CHECKING											
				\$6,289.55							
BATCH Total				\$6,289.55							
<table border="1"> <tr> <td>Pre-Written Checks</td> <td>\$6,289.55</td> </tr> <tr> <td>Checks to be Generated by the Computer</td> <td>\$0.00</td> </tr> <tr> <td>Total</td> <td>\$6,289.55</td> </tr> </table>						Pre-Written Checks	\$6,289.55	Checks to be Generated by the Computer	\$0.00	Total	\$6,289.55
Pre-Written Checks	\$6,289.55										
Checks to be Generated by the Computer	\$0.00										
Total	\$6,289.55										

CITY OF LAUDERDALE

*Check Detail Register©

JUNE 2009

Check Amt Invoice Comment

10100 NORTH STAR CHECKING	Paid Chk#	6/9/2009	AFSCME	\$78.20	5/09 Union Dues
E 101-21709 UNION DUES				\$78.20	
Total AFSCME				\$78.20	
Paid Chk# 019723	6/9/2009	BONESTROO, ROSENE, ANDERLIK	\$57.50		Impaired Waters Review
E 602-49100-304 ENGINEERING			\$57.50		
Total BONESTROO, ROSENE, ANDERLIK			\$57.50		
Paid Chk# 019724	6/9/2009	CINTAS	\$33.67		PW Clothing
E 601-49000-425 CLOTHING			\$33.67		
E 602-49100-425 CLOTHING			\$33.67		PW Clothing
Total CINTAS			\$67.34		
Paid Chk# 019725	6/9/2009	CITY OF ROSEVILLE	\$453.33		6/09 IT Services
E 101-41200-306 CONSULTING FEES			\$453.33		
Total CITY OF ROSEVILLE			\$453.33		
Paid Chk# 019726	6/9/2009	CITY OF ST ANTHONY	\$48,187.50		6/09 Police Services
E 101-42100-319 POLICE CONTRACT			\$48,187.50		
Total CITY OF ST ANTHONY			\$48,187.50		
Paid Chk# 019727	6/9/2009	EAST HENNEPIN AUTO SERVICE INC	\$18.90		5/09 Diesel Fuels
E 101-43000-212 MOTOR FUELS			\$18.90		
E 602-49100-212 MOTOR FUELS			\$4.05		5/09 Diesel Fuels
E 601-49000-212 MOTOR FUELS			\$4.05		5/09 Diesel Fuels
Total EAST HENNEPIN AUTO SERVICE INC			\$27.00		
Paid Chk# 019728	6/9/2009	GLENWOOD INGLEWOOD	\$71.63		4/09-6/09 water and cooler rental
E 101-41200-208 WATER DELIVERY			\$71.63		
Total GLENWOOD INGLEWOOD			\$71.63		
Paid Chk# 019729	6/9/2009	INFRASTRUCTURE TECHNOLOGIES	\$525.00		re-smoke test TCDC
E 601-49000-327 OTHER SERV- SEWER/PDES I			\$525.00		
Total INFRASTRUCTURE TECHNOLOGIES			\$525.00		
Paid Chk# 019730	6/9/2009	KENNEDY & GRAVEN	\$320.00		4/09 Legal Fees - general
E 101-41200-305 LEGAL FEES			\$320.00		
G 101-22222 MATHENY LAND SALE ESCROW			\$1,026.25		4/09 Legal Fees - Matheny
Total KENNEDY & GRAVEN			\$1,346.25		
Paid Chk# 019731	6/9/2009	LILLIE SUBURBAN NEWS	\$499.80		Legal Notice - Financial Report
E 101-41200-352 PUBLIC INFO NOTICES			\$499.80		
Total LILLIE SUBURBAN NEWS			\$499.80		
Paid Chk# 019732	6/9/2009	MET-COUNCIL ENVIRONMENTAL SER.	\$10,715.82		7/09 Waste water services
E 601-49000-387 WATER TREATMENT SERVICE			\$10,715.82		
Total MET-COUNCIL ENVIRONMENTAL SER.			\$10,715.82		

CITY OF LAUDERDALE

*Check Detail Register©

JUNE 2009

Check Amt Invoice Comment

Check Amt	Invoice	Comment
\$95.00	6/9/2009	MN DEPT. OF ADMIN - IPA
\$95.00	6/9/2009	TRAINING/CONFERENCES
\$95.00	6/9/2009	IP - data practices workshop
\$95.00	6/9/2009	Total MN DEPT. OF ADMIN - IPA
\$53.65	6/9/2009	ONE CALL CONCEPTS
\$53.65	6/9/2009	GOPHER STATE ONE CALL
\$53.65	6/9/2009	5/09 locate tickets
\$48.13	6/9/2009	PARK SERVICE
\$48.13	6/9/2009	MOTOR FUELS
\$10.32	6/9/2009	MOTOR FUELS
\$10.32	6/9/2009	MOTOR FUELS
\$10.32	6/9/2009	5/09 Motor Fuels
\$48.13	6/9/2009	5/09 Motor Fuels
\$68.77	6/9/2009	Total PARK SERVICE
\$129.79	6/9/2009	PIONEER PRESS
\$129.79	6/9/2009	DUES & SUBSCRIPTIONS
\$129.79	6/9/2009	52 week subscription
\$200.00	6/9/2009	THE FAIRLANES
\$200.00	6/9/2009	MUSIC UNDER THE TREES
\$200.00	6/9/2009	June Music Under the Trees
\$200.00	6/9/2009	Total THE FAIRLANES
\$62,576.58	6/9/2009	10100 NORTH STAR CHECKING
\$62,576.58	6/9/2009	10100 NORTH STAR CHECKING
\$50,982.18	6/9/2009	101 GENERAL
\$200.00	6/9/2009	201 COMMUNITY EVENTS
\$11,288.86	6/9/2009	601 SEWER UTILITIES
\$105.54	6/9/2009	602 STORM SEWER ENTERPRISE FUND
\$62,576.58	6/9/2009	Total

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	June 9, 2009
Item Number	3A - Comm. Park Forum
Staff Initial	<i>HHB</i>
Approved By Administrator	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff advertised the event to the extent possible. We have received a few calls from inquiring residents in addition to the attached e-mail, which I think you may have already read. Jim is working with CTV on the ability to tape the meeting and provide a speaker system. This hasn't been confirmed as of yet.

Captain Cotroneo will be at the meeting. I plan to touch base yearly next week with the Mayor to see if there is anything else he had in mind for the meeting. Please let me know if you have any additional requests as well.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

Heather Butkowski

From: DUBORD138@aol.com
Sent: Thursday, June 04, 2009 1:23 PM
To: Heather Butkowski
Subject: My uninformed thoughts

Not sure if I can attend but here's my thoughts.

I think there are some scumbags that have come to dominate the park and some people are afraid to go up there. I heard of a fight that a woman neighbor observed as well as a couple of young girls and that they then turned on her verbally and said they'd beat on her dog. I've heard obscene language as they walk home up Roselawn and recently we had some vandalism on 4 cars on Carl. I think the dog park is great and can serve to begin a solution with **increased vigilance**; on the flip side, I also think it's obvious that the full basketball court attracts problems. I try to walk my humongous dog through the park whenever I can and maybe that's what we need to do is to encourage people to do the same and report every little thing especially neighbors living close by.

I think we need **more foot patrolling** over there by the police rather than having them wasting time continually issuing tickets (I've got my share)! I know the city will be hurting with LGA cuts but let's get real and prioritize the police time with increased park patrolling aka 'community policing'. Of course, I've heard the politically correct bs that they can't harass anybody but more police presence has to be part of a solution; I think I just once saw a cop out of his car at the park. I am fond of the St. Anthony police but get them out of their cars. I'd do something different with that basketball area - let's not pussyfoot around, everyone sees and knows what it attracts up there and I presume that this is what this meeting is somewhat about. I won't let my girls walk up there alone, that's for sure. Obviously I'm not aware of all the issues but I assume that some of these characters that frequent the park are causing problems and people are fed up. The park should be for the community and the children - not a bunch of outsiders or some loudmouth scum that may live here. I heard you might be getting a grant - expand the play area over the basketball court or expand the dog park over there or tennis courts - anything but a full basketball court - things would change very quickly I do believe.

That's my two bits!

Dave Dubord
1913 Carl
through
every

I think we found the real 'Hotel California' and the 'Seinfeld' diner. What will you find? Explore WhereItsAt.com

**LAUDERDALE COUNCIL
ACTION FORM**

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

Action Requested

Meeting Date	June 9, 2009
ITEM NUMBER	6A - Park Agreement
STAFF INITIAL	<i>[Signature]</i>
APPROVED BY ADMINISTRATOR	<i>[Signature]</i>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Earlier this year, the Council approved a new relationship with the City of Roseville that would allow their parks and recreation department to host youth recreation activities in Lauderdale Community Park. Roseville staff drafted an agreement that highlights the activities to be held here and any costs associated with them, such as the Puppet Wagon (grant pending).

The cities have also explored naming each other as additional insureds on each other's insurance policies. I have been working with the League's Insurance Trust on the logistics of that, but I have not heard what liability language they want to see in the agreement. In the meantime, I am offering the Council the recreation agreement as it stands for approval as the programs start June 22. We may, however, need to revisit the issue in the future.

OPTIONS:

STAFF RECOMMENDATION:

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

COUNCIL ACTION:



Recreation Agreement

THIS AGREEMENT is effective June 1, 2009, by and between the City of Lauderdale (LAUD), and Roseville Parks and Recreation (RPR), 2660 Civic Center Drive ~ Roseville, Minnesota 55113. Roseville Parks and Recreation agrees to provide recreation program services to the City of Lauderdale between June 22 and August 15, 2009.

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

1. RPR agrees to:

- Provide recreation programs and experiences to Lauderdale residents for the same fee as paid by Roseville residents.

- Provide summer recreation programs at Lauderdale Community Park.
 - Summer Sports Series ~ June 22 – August 15, 2009
 - Pre-Tee Mondays, 5:30-6:30pm
 - T-Ball Mondays, 6:45-7:45pm
 - Sports Combo Mondays, 7:50-8:50pm
 - Mini Kickers Soccer Monday, 10:30-11:30am
 - Mini Kickers Soccer Wednesday, 10:30-11:30am
 - Kickers Soccer Mon & Wed, 9:15-10:15am
 - Passport to Play ~ July 13 – 30, 2009
 - Monday – Thursday, 1-4pm

- Provide Puppet Wagon shows at Lauderdale Community Park.
 - June 22 – August 6, 2009
 - Wednesday @ 11:30am
 - August 15 (times to be determined)

- Provide program staff, program supplies and equipment and program maintenance support for all agreed upon and contracted recreation services..

2. LAUD agrees to:

- Provide maintained program locations at Lauderdale Community Park.
- Compensate RPR as agreed upon and outlined below.

Continued on back

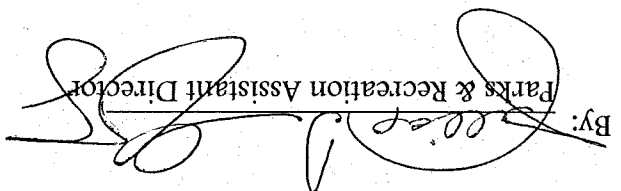
Payment

1. The City of Lauderdale agrees to pay Roseville Parks and Recreation the acquired non-resident fees for all program registrations made by Lauderdale residents. Payment for summer programs shall be made no later than September 1, 2009

2. LAUD agrees to pay RPR for Wednesday Puppet Wagon Performances at Lauderdale Community Park. The agreed upon rate of \$90 for staffing and \$10 for supplies and materials (\$100 per week).
• August 15 event charged at \$36/hour
• Staff have applied for a arts grant to offset costs for Puppet Wagon shows in Lauderdale. Puppet Wagon fees will be reduced based on the level of funding received.
• Payment for Puppet Wagon Performances shall be made no later than September 1, 2009

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

City of Roseville

By: 
Parks & Recreation Assistant Director

Date: 5-22-2009

City of Lauderdale

By: _____
Title: _____
Date: _____

Please sign both copies, retain one for your file, and return the other signed copy to Roseville parks and Recreation no later than June 3, 2009.

COUNCIL ACTION:

STAFF RECOMMENDATION:
 By approving the consent agenda, the council is authorizing staff to execute the JPA with Ramsey County for recycling fees.

OPTIONS:

- 1) Approve as consent item.
- 2) Remove from consent agenda for discussion.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The current JPA for recycling fees expires June 30, 2009. This is an agreement between Ramsey County and participating Cities within the County to fund long-term municipal recycling programs. Recycling fees are collected by Ramsey County in the form of an assessment to property owners. We receive these fees from the County via the tax settlements twice per year. Penalties and interest for delinquent recycling fees are also collected through this process.

The County Board has approved the 2009-2014 JPA for Recycling Fees, which is enclosed. Here are the major changes in language from your current JPA to this one (based on feedback from participating cities and the County's needs):

* The JPA clarifies that manufactured housing and senior housing are included in multi-unit housing definitions.

* Expands the services that can be provided with SCORE dollars.

* Minimum recycling collection frequency has been increased to two times per month for cities with populations under 5,000 (all municipalities in the county already meet this requirement).

* The City must provide the County with a spreadsheet with property identification numbers (PIN) and parcel types with a recycling fee identified with each PIN.

LAUDERDALE COUNCIL

ACTION REQUESTED

- Consent
- Special
- Public Hearing
- Report
- Discussion/Action
- Resolution
- Work session

APPROVED BY ADMINISTRATOR _____

STAFF INITIAL Jim _____

ITEM NUMBER Renew Joint Powers Agreement (JPA) _____

for Recycling Fees

MEETING DATE June 9, 2009

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Agreement is between the County of Ramsey, ("County"), and the City of Lauderdale ("City").

WHEREAS, Ramsey County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, Ramsey County requires each municipality to be responsible for developing a long-term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes Sections 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its recycling program by assessing individual property owners within the City for the costs of its program utilizing the County's solid waste management service charge authority under contract with the County;

NOW, THEREFORE, IT IS AGREED:

I. CITY OBLIGATIONS

A. The City shall assure curbside collection services to all single-family residences, duplexes and triplexes at least twice per month for at least four broad types of materials

B. The City shall assure the provision of on-site recycling services for all multi-unit housing (including manufactured home parks and senior housing/assisted living facilities) at least twice a month for collection of at least four broad types of materials.

C. The Municipality shall comply with Minnesota Statutes §115A.46 and §115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW from City owned, operated and leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.

D. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related costs.

Recycling service charge funds may also be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated compostable material collection and associated costs, educational materials or other costs consistent with the County's Solid Waste Management Master Plan, and approved by the Saint Paul - Ramsey County Department of Public Health ("the Department"). Administrative costs associated with the City's solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs or other costs consistent with the County's Solid Waste Management Master Plan and approved by the Saint Paul – Ramsey County Department of Public Health.

E. On or before October 15 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.

F. The City shall pay the County the actual costs of administering the City's recycling service charge. The County's actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Records and Revenue Department's direct overhead costs. The City shall pay the County within thirty (30) days of receipt of the County's invoice.

G. On or before December 1 of each year during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City's recycling charge on the property owners' tax statements, and shall label the charge as "Recycling."

III. TERM

The Term of this Agreement is July 1, 2009, through June 30, 2014.

IV. TERMINATION

A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.

B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.

C. OTHER EVENTS. In the event that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees 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. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party'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. The parties agree to abide strictly by these statutes, rules and regulations.

CITY OF LAUDERDALE

RAMSEY COUNTY

WHEREFORE, this Agreement is duly executed on the last date written below.

By: _____

Print Name: _____

Title: _____

Date: _____

Jan Parker, Chair

Ramsey County Board of Commissioners

Bonnie Jackelen, Chief Clerk

Ramsey County Board of Commissioners

Date: _____

Approval recommended:

Rob Fulton, Director
Department of Public Health

Approved as to form and insurance:

Assistant County Attorney

Purchase Order or
Aspen Vendor Contract Number:

Funds Available: _____

Budgeting and Accounting

**LAUDERDALE COUNCIL
ACTION FORM**

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

Action Requested

Meeting Date June 9, 2009

ITEM NUMBER 5C-Falcon Heights-Lauderdale Lions Club Donation

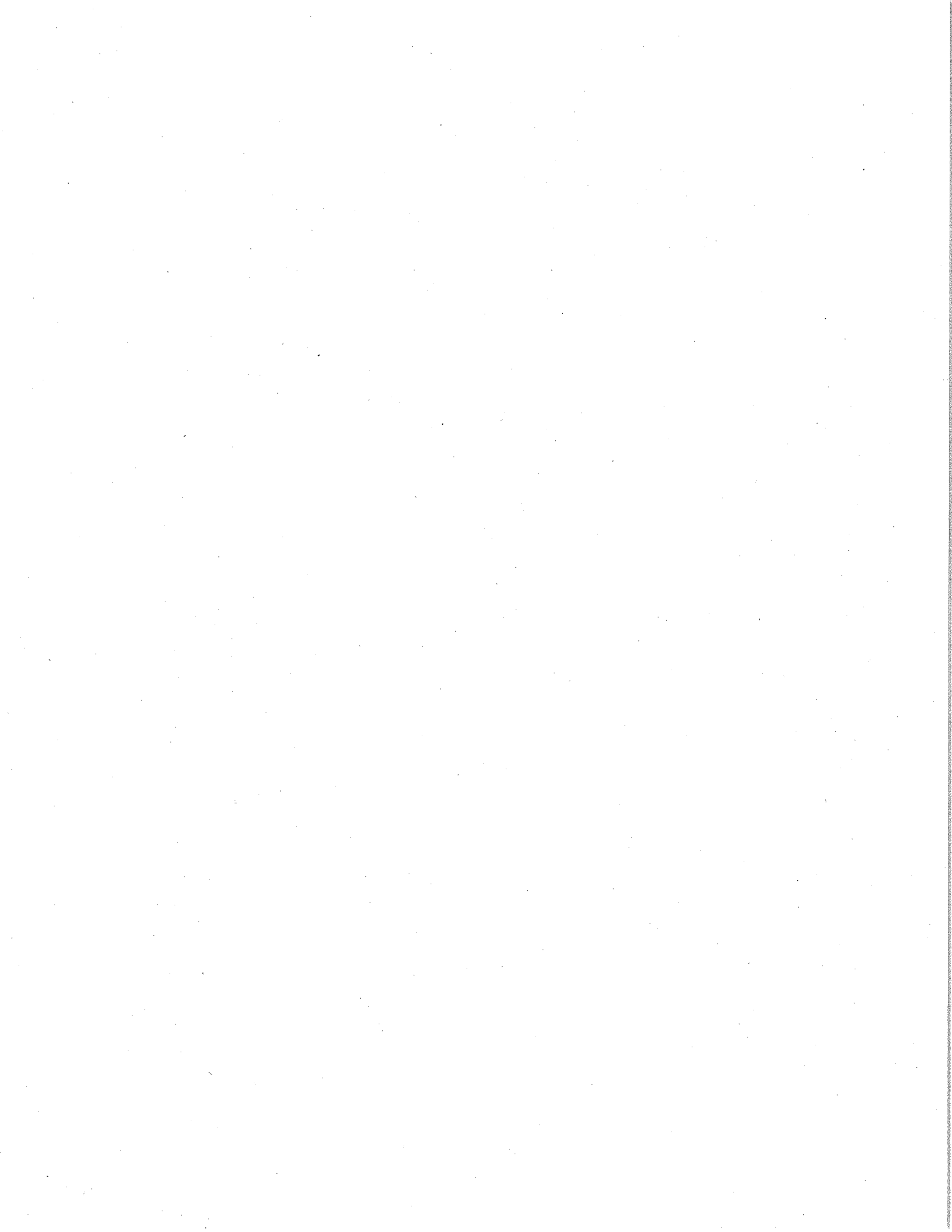
STAFF INITIAL CC

DESCRIPTION :
 The City of Lauderdale received a \$400 donation from the Falcon Heights-Lauderdale Lions club to support the Music Under the Trees events.

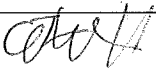
OPTIONS:

STAFF RECOMMENDATION:
 Acknowledge and thank the Lions for their generous contribution.
 Formally accept their donation.

COUNCIL ACTION:



LAUDERDALE COUNCIL ACTION FORM

Meeting Date	June 9, 2009	ITEM NUMBER	10A - Police Contract
STAFF INITIAL			
APPROVED BY ADMINISTRATOR			

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As mentioned during our last police contract discussion, the St. Anthony City Council said they didn't feel the proposed termination language (with opt-out provisions) was acceptable because of the potential for issues with staff retention and capital purchase planning. They propose a two year contract with no opt-out after the first year. This is the same language that was in the contracts when they lasted for two years.

The contract proposal in your packet reflects the two year agreement with a 2% increase for each year. If the Council wishes, you may approve this contract tonight. St. Anthony City Council would act on it during their next meeting. Falcon Heights City Council meets tomorrow night to discuss.

OPTIONS:

STAFF RECOMMENDATION:

Motion to approve / not approve the 2010-2011 police services contract with the City of St. Anthony as presented.

COUNCIL ACTION:



May 26, 2009

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

Dear Heather:

Enclosed is the Contract Agreement for police services for 2010 and 2011 between the City of Lauderdale and City of St. Anthony. The increases for each contract year are 2% in 2010 and 2% in 2011. In 2010, the City removed \$11,000 for dispatching services. This will be paid to Ramsey County by each city.

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.).
- ✓ Volatility of fuel costs.
- ✓ PERA (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:

Contract	2009	Proposed	2010	Proposed	2011
	\$567,250		\$578,595		\$590,167

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. Also, dispatch expenditures will be paid for by each city. If you have any questions, please contact me at 612-782-3311 or email at mike.mornson@ci.saint-anthony.mn.us

Sincerely,

Michael J. Mornson
City Manager

Enclosures

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 actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

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

III. SERVICES

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

IV. LEVEL OF SERVICES

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

A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;

B. Police presence within the boundaries of Lauderdale 24 hours each day, subject only to the exceptions noted above;

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

V. PAYMENT FOR SERVICES

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

VI. METHOD OF PAYMENT

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

VII. LIABILITY

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

VIII. ADMINISTRATIVE RESPONSIBILITY

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

IX. JOINT ADVISORY COMMITTEE

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

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

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

XI. COOPERATION AND ASSISTANCE AGREEMENTS

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

XII. HEADQUARTERS

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

XIII. EMPLOYEES OF ST. ANTHONY

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

XIV. ENFORCEMENT POLICIES

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

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE

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

XVI. OFFICERS OF LAUDERDALE

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

XVII. OFFENSES

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

XVIII. COMMUNICATIONS

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

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

XIX. PROSECUTION AND REVENUES

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

XX. CONTINUATION OF AGREEMENT

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

XXI. TERMINATION OF AGREEMENT

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

XXII. REVIEW OF AGREEMENT

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

XXIII. ASSIGNMENT

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

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

CITY OF LAUDERDALE

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date:

Date:

3-Year Contract

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

2009 Contract = \$578,250
 Less: (\$11,000) Ramsey County Dispatch
 \$567,250
 X 2.00% Increase
 \$578,595 2010 Budget

Total Revenues from Contracts
 2.00% \$578,595.00
 2.00% \$590,167.00
 4% \$613,774.00

Revenues: - Lauderdale

General Fund TOTAL
 Lauderdale \$578,595.00
 Lauderdale \$590,167.00
 Lauderdale \$613,774.00

Personal Services	2010	2011	2012
Salaries	\$362,100.00	\$369,400.00	\$384,200.00
Overtime Salaries	\$6,000.00	\$6,100.00	\$6,300.00
Employers Contribution/Pension	\$41,400.00	\$42,300.00	\$43,900.00
Employers Contribution/Insurance	\$51,200.00	\$55,300.00	\$57,500.00
Overtime Court	\$2,400.00	\$2,500.00	\$2,600.00
Total Personal Services	\$463,100.00	\$475,600.00	\$494,500.00

Supplies	2010	2011	2012
General Supplies	\$10,100.00	\$10,300.00	\$10,800.00
Total Supplies	\$10,100.00	\$10,300.00	\$10,800.00

Other Services & Charges	2010	2011	2012
Other Services	\$5,200.00	\$5,300.00	\$5,600.00
Communications	\$7,400.00	\$7,600.00	\$7,700.00
Care & Support/Booking Fees	\$5,600.00	\$5,700.00	\$5,900.00
Printing & Publishing	\$2,800.00	\$2,900.00	\$3,000.00
Maintenance & Repair	\$1,600.00	\$1,700.00	\$1,800.00
Travel/School/Conference	\$2,800.00	\$2,900.00	\$3,000.00
Subscriptions/Membership	\$1,020.00	\$1,060.00	\$1,100.00
Total Other Services & Charges	\$26,420.00	\$27,160.00	\$28,100.00

TOTAL POLICE BUDGET

\$499,620.00 2010
 \$513,060.00 2011
 \$533,400.00 2012

Other Budget Line Items	2010	2011	2012
Workers Compensation	\$11,200.00	\$11,600.00	\$12,100.00
Animal Control	\$1,700.00	\$1,800.00	\$1,900.00
Public Works/Fuels & Lubricants	\$10,300.00	\$10,700.00	\$11,100.00
Public Works/Maintenance & Repair	\$12,980.00	\$13,400.00	\$14,000.00
Squad Car/Capital Equipment	\$26,000.00	\$27,000.00	\$28,000.00
Contingency For Unanticipated/Emergency Expenditures	\$16,795.00	\$12,607.00	\$13,274.00
TOTAL	\$578,595.00	\$590,167.00	\$613,774.00

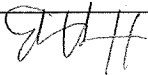
Dollar Increase	2010	2011	2012
	\$11,345.00	\$11,572.00	\$23,607.00
	2.00%	2.00%	4.00%

2009 Budget \$578,250.00
 Less: Ramsey Dispatch (\$11,000.00)
 2010 Budget \$567,250.00

2.00% Increase
 \$11,345.00

2.00%

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	June 9, 2009	ITEM NUMBER	10B - Animal Control Ord.
STAFF INITIAL		APPROVED BY ADMINISTRATOR	

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Councilor Hawkinson requested a discussion of the animal control ordinance. To help facilitate that, a copy of the ordinance is attached.

Additional Staff Perspective:

In 2006, the Council updated the animal control ordinance largely to deal with dangerous and potentially dangerous dogs. In 2008, the legislature adopted laws that define and regulate dangerous dogs. To that end, the Council may want to consider updating the ordinance to coincide with state law. Additionally, the updated ordinance is somewhat conflicting in the handling of animals that have become increasingly popular in urban settings, such as chickens. As a result, a resident was recently issued a permit to have chickens. I don't know whether that was the Council's intent when the ordinance was adopted and the Council may wish to address that as well.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CITY OF LAUDERDALE

ORDINANCE NO. 5-3

An Ordinance Amending Sections 5-3-1, 5-3-3, 5-3-4, 5-3-5, 5-3-6, 5-3-7, 5-3-8, 5-3-10, 5-3-11, 5-3-12 of the Code of Ordinances Regarding Animal Control.

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

SECTION I. The Lauderdale code of ordinances is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

ANIMAL CONTROL:

SECTION:

- 5-3--1: Definitions
- 5-3--2: Enforcement
- 5-3--3: Exemptions
- 5-3--4: Non-Domesticated and Farm Animals
- 5-3--4-1: Permit Required
- 5-3--4-2: Application; Fees
- 5-3--4-3: Hearing
- 5-3--4-4: Term Of Permit; Renewal
- 5-3--4-5: Revocation
- 5-3--4-6: Home Occupation
- 5-3--4-7: Penalty
- 5-3--5: Dogs And Cats
- 5-3--5-1: License And Registration; Exceptions
- 5-3--5-2: Vaccination Required
- 5-3--5-3: Licensing Procedures
- 5-3--6: Regulations
- 5-3--7: Impoundment
- 5-3--8: Rabies Control
- 5-3--9: Biting Animals To Be Quarantined
- 5-3-10: Potentially Dangerous Dogs
- 5-3-11: Dangerous Dogs
- 5-3-12: Destruction of Dangerous Dogs
- 5-3-13: Penalty

5-3-1: DEFINITIONS:

1 M.S.A. §§ 18.021 et seq., chapters 356 and 347, §§ 561.07, 609.227, and 609.605.

As used in this Chapter, except as otherwise provided, the following terms shall have the respective meanings ascribed to them:

ANIMAL CONTROL AUTHORITY: means an agency of the state, county, municipality or city, or other governmental

subdivision of the state, which is responsible for animal control operations in its jurisdiction.

ANIMAL, DOMESTIC: Animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, ferrets, mice, rats, guinea pigs, chinchillas, domesticated rabbits, fish, non-poisonous, non-venomous or non-constricting reptiles or amphibians.

ANIMAL, NON-DOMESTIC: Those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety and welfare of people. Unless otherwise defined, such animals shall include:

A. Any member of the large cat family (family Felidae) including, but not limited to, lions, tigers, cougars, bobcats, leopards and jaguars, but excluding domesticated house cats.

B. Any naturally wild member of the canine family (family canidae) including, but not limited to, wolves, foxes, coyotes, dingoes, and jackals, but excluding domesticated dogs.

C. Any crossbreeds between a domesticated animal and a non-domesticated animal, such as the crossbreed between a wolf and a dog.

D. Any member or relative of the rodent family, including, but not limited to, any skunk (whether or not descended), raccoon, or squirrel, but excluding those members otherwise defined or commonly accepted as domesticated pets.

DOG: Any canine animal, male or female, whole or neutered.

- A. Without provocation, inflicted substantial bodily harm on a human being on public or private property; or
- B. Killed a domestic animal without provocation while off the owner's property; or
- C. Been found to be a potentially dangerous dog, and after the owner has been notified that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

CAT: Any domesticated feline animal, male or female, whole or neutered.

DANGEROUS DOG: Any dog that has committed any of the acts set forth below:

AT LARGE: An unattended animal on public property; or an unattended animal on private property without the consent of the property owner.

ANIMAL, FARM: Those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (pigs, including Vietnamese pot-bellied pigs), goats, bees, llamas, alpacas, and other animals associated with a farm, ranch or stable.

F. Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this subpart, including, but not limited to, bears, deer, monkeys and game fish.

F. Any poisonous, venomous, constricting or inherently dangerous member of the reptile or amphibian families, including but not limited to, rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.

GREAT BODILY HARM: Bodily injury which creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

PROPER ENCLOSURE: means securely confined indoors or outdoors in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which a door or window screens are the only obstacle that prevent the animal from exiting.

OWNER: Any person, firm, corporation, organization or department processing, harboring, keeping, having an interest in or having custody or control of an animal.

POTENTIALLY DANGEROUS DOG: Any dog that has committed any of the acts set forth below:

A. When unprovoked, inflicts bites on a human or domestic animal on public or private property;

B. When unprovoked, chases or approaches a person, including a person on a bicycle upon the streets, sidewalks or any public or private property, other than the dog owner's property in an apparent attitude of attack; or

C. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

RESTRAINED: On a leash of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal, in a vehicle, or confined to the owner's property by enclosure or fencing, or absolute voice command.

SUBSTANTIAL BODILY HARM: Bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the

A. Application: Except as herein provided, within thirty (30) days after acquiring possession of a dog or cat five

5-3-5-3: LICENSING PROCEDURES:

5-3-4-1: PERMIT REQUIRED:
It shall be unlawful to keep or maintain a non-domesticated or farm animal without first having obtained a permit therefore. It shall also be unlawful to keep or maintain more than two (2) rabbits, chinchillas, or guinea pigs without first having obtained a permit therefore. All of the aforementioned are hereinafter referred to as "animals". (Ord. 84, 11-19-1985)

5-3-4: NON-DOMESTIC AND FARM ANIMALS:

E. Section 5-3-4 shall not apply to licensed kennels, pet stores, or veterinary clinics. (Ord. 84, 11-19-1985)

D. Subsections 5-3-6A and 6C shall not apply to raptors possessed by licensed falconers holding valid State and Federal Falconry Permits so long as the conditions of the permit are being satisfied. (Ord. 12, 7-27-1993)

C. Sections 5-3-10 and 5-3-11 relating to dangerous dogs and potentially dangerous dogs shall not apply to dogs under the control of a law enforcement officer.

B. Section 5-3-5-2 relating to vaccination requirements shall not apply to any animal belonging to a nonresident of the City and kept within the City for not longer than thirty (30) days, provided all such animals shall, at all times while in the City, be restrained by the owner.

A. Unless specified herein, the provisions of this Chapter shall not apply to animals used or confined at hospitals, clinics, or businesses operated by licensed veterinarians.

The following provisions of this Chapter shall not apply in the following circumstances:

5-3-3: EXEMPTIONS:

Function of any bodily member or organ, or which causes a fracture of any bodily member. (Ord. 12, 7-27-1993)

!DEFEND!

(5) months or older, the owner of the dog or cat shall make application for a dog or cat license. The application shall be on forms provided by the City Administrator. The applicant shall also present proof of vaccination to the City Administrator prior to the issuance or renewal of a license.

B. License Fee: The license fee for each dog or cat must be submitted with the application. The fee will be established by City Council resolution.

C. Term Of License: A license shall be issued for a period of time not to exceed the expiration date of the rabies vaccination.

D. Issuance: Upon completion of the application form, receipt of the license fee and receipt of the proof of vaccination, the City Administrator shall cause a dog or cat license to be issued to the applicant for a particular dog or cat.

E. Receipt And Tags: The City Administrator shall cause a license fee receipt to be issued to the applicant along with a metallic tag. The applicant shall cause the tag to be affixed permanently by a metal fastening device to the collar of the licensed dog or cat in such a manner that the tag may be easily observed.

F. Duplicate Tag: If a tag is lost, a duplicate may be issued by the City Administrator upon presentation of a receipt showing payment of the initial license fee and upon payment of an additional fee for each duplicate tag.

G. Change Of Address: An applicant who has obtained a dog or cat license shall notify the City Administrator of applicant's address changes within the corporate limits of the City within ten (10) days of any address change.

H. Counterfeit Tags: No person shall counterfeit or attempt to counterfeit the dog or cat license tags. (Ord. 12, 7-27-1993)

5-3-6: REGULATIONS:

A. Confinement: Except as herein provided, the owner of an animal within the City shall cause such animal to be

humane care and treatment.
veterinary care when needed to prevent suffering; and with
and water; proper shelter and protection from weather;
shall provide said animal with sufficient, wholesome food
F. Care Of Animals: The owner of an animal within the City
the property of such animal owner.

device for the removal of feces and a proper receptacle on
without having in the owner's immediate possession, a
2. The owner of an animal shall not permit such animal to
be on public property or the private property of another
sanitary manner.
1. The owner of an animal shall be responsible for cleaning
up any feces of the animal and disposing of such feces in a

E. Feces: Cleaning up litter:

five (5) minute period.
or less lapse of time between each animal noise during the
least a five (5) minute period of time with one (1) minute
"unreasonable" means repeated noise from the animal over at
length of time. For the purposes of this ordinance,
premises where the animal is being kept for an unreasonable
officer, from a location outside of the building or
person, including Animal Control or any law enforcement

crying, or howling in any manner, which can be heard by any
nuisance. A nuisance shall be defined as barking, baying,
responsible for preventing the animal from becoming a
D. Noise: The owner of any animal within the City shall be

parks or streets.
including but not limited to school yards, playground,
control the animal at all times while in a public place
the custody of a person of sufficient age to adequately
or a cord of not more than six feet (6') in length and in
shall cause such animal to be restrained by a leash, chain
C. Leash Required: The owner of an animal within the City

animals, except for intentional breeding purposes.
female dog or cat cannot come into contact with other
any veterinary hospital/clinic, in such manner that such
heat shall confine such animal to the owner's property or
B. Female In Estrus: The owner of a female dog or cat in

leash, or absolute voice command.
confined to the individual's property by adequate fencing,

3. Written Notice: When an animal is seized from the private property of its owner and the Animal Control Officer has been unable to notify the owner of the reason for seizing the animal, the Animal Control Officer shall leave a written notice affixed to the dwelling unit, in a conspicuous manner, indicating the day and time the animal was seized; the reason for seizing the animal; and the address of the shelter where the animal can be found.

2. Notice Of Seizure: Before seizing an animal from the private property of its owner, the Animal Control Officer shall make a reasonable attempt, taking into consideration the time of day and nature of the violation, to notify the owner that the animal is being seized because it was observed by the Animal Control Officer to be in violation of the provisions of this Chapter.

1. Entry Of Private Dwellings: Animal Control Officers are not authorized to enter private dwellings for the purpose of seizing animals.

A. Seizure: Subject to the provisions of this Section, animals found in violation of this Chapter may be seized by the Animal Control Officer, impounded in a designated animal shelter, and confined therein in a humane manner for a period of not more than five (5) business days or until claimed by the animal's owner, if allowable, whichever occurs first. Seizure, impoundment and destruction of dogs that have inflicted substantial or great bodily harm on a human being without provocation shall be governed by Section 5-3-12.

5-3-7: IMPOUNDMENT:

I. Guard Dog Warning Signs: A person who uses a dog for security purposes within the City shall post a warning notice at the entrance of the premises. (Ord. 12, 7-27-1993; 1996 Code)

H. Number Allowed: No person shall allow residentially zoned property to be used for maintaining more than two (2) like domestic animals over six (6) months of age.

G. Abuse: No person shall beat, torment, or otherwise abuse an animal or cause or permit an animal fight.

4. Notice Of Impoundment: Immediately upon impounding the animal, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner.
- B. Redemption: An animal which is not redeemed within five (5) business days after impounding may be disposed of in any manner provided by law. Any animal which is not claimed by the owner or sold, shall be euthanized and disposed of in a sanitary manner by the Animal Control Officer.
- C. Title: The title of all animals seized and held at the animal shelter may be transferred to the Humane Society after the legal detention period has expired and the animals have not been claimed by their owners.
- D. Impoundment Fees: Any animal, with the exception of a non-domesticated animal or farm animal being maintained without a permit impounded hereunder may be reclaimed by the owner of such animal within five (5) business days after such impoundment. Before the owner shall be permitted to recover possession of the animal, the owner shall pay the Animal Control Officer all required fees and costs of impoundment. (Ord. 12, 7-27-1993)
- 5-3-8: RABIES CONTROL:
- A. State Law Adopted: The Minnesota Health Laws and Regulations are hereby adopted in cases of rabid animals which have bitten any person or animals suspected of being rabid.
- B. Duty Of Physician To Report: It shall be the duty of every physician to report to the City the names and addresses of persons treated for bites inflicted by animals together with other information helpful in rabies control.
- C. Duty Of Veterinarian To Report: It shall be the duty of every licensed veterinarian to report to the City his or her diagnosis of any animal observed by him or her as a rabies suspect.
- D. Issuance Of Proclamation: Whenever the prevalence of rabies or hydrophobia renders such action necessary to protect the public health, safety and welfare, the Mayor shall issue a proclamation ordering every person owning or in possession of a dog to confine it securely to other

1. Obtain a certificate of registration from the Animal Control Authority. A certificate of registration may be issued when the owner provides sufficient evidence that: a) a proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children that there is a dangerous dog on the premises; b) a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable

A. Dangerous Dogs: any person who has a dog that has been classified as a dangerous dog pursuant to this ordinance or pursuant to Minnesota Statute Section 347.50, subdivision 1, must:

5-3-11: DANGEROUS DOGS:

C. Referral to Animal Behavioral Specialist: a dog determined to be a potentially dangerous dog may be evaluated by a professional animal behaviorist. The owner may provide to the city at the time of license a report by such animal behaviorist. If the report states that the dog has been rehabilitated, the dog may no longer be classified as potentially dangerous and is not subject to the requirements of this section.

B. Confinement of a Potentially Dangerous Dog: a dog that is determined to be a potentially dangerous dog must be kept in a proper enclosure at all times. If outside, it must be confined to the owner's premises and be wearing a muzzle.

A. Additional Fee And Proof Of Insurance: The owner of a potentially dangerous dog shall pay an additional annual fee as determined by Council resolution and shall provide the City Administrator annually with proof of liability insurance which covers damages that may be caused by such dog.

5-3-10: POTENTIALLY DANGEROUS DOGS:

premises unless it is muzzled so that it cannot bite. No person shall violate this proclamation. (Ord. 12, 7-27-1993)

1. The Animal Control officer shall cause one owner of the dog to be notified in writing personally or by mail that the dog is dangerous and may order the dog seized or make such orders as deemed proper. The owner shall be notified as to

Procedure. The Animal Control officer, after having determined that a dog has inflicted substantial or great bodily harm on a human being without provocation, shall proceed in the following manner:

5-3-12: INSTRUCTION OF DANGEROUS DOGS:

2. Dangerous Dog Designation Review. Beginning six months after a dog is declared a dangerous dog, pursuant to Minnesota Statute Section 347.51, subdivision 3 (a), an owner may request annually that the Animal Control Authority review the designation of the dangerous dog. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the dog's behavior has changed, the Animal Control Authority may rescind the dangerous dog classification.

to the Animal Control Authority in the sum of at least \$50,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$50,000, insuring the owner and his or her property for any personal injuries inflicted by the dangerous dogs; c) the owner has paid an annual fee that is established by the City Council in addition to any regular dog licensing fees to obtain a certificate of registration for a dangerous dog under this section; and d) the owner has microchip identification implanted in the dangerous dog as required by Minnesota Statute Section 347.515.

Any violation of this Chapter is a misdemeanor. Each day on which such violation continues shall constitute a separate offense. (Ord. 12, 7-27-1993)

5-3-12 13: PENALTY:

Stopping an Attack. If any law enforcement officer is witness to an attack by a dog upon a person or another animal, the officer may take whatever means the officer deems appropriate to bring the attack to an end and prevent further injury to the victim.

c. No person shall harbor a dog after it has been found by the City to be dangerous and ordered into custody for destruction.

b. If an owner requests a hearing for determination as to the dangerous nature of the dog, the hearing shall be held before the City Council, which shall set the date for the hearing not more than three weeks after demand for the hearing. The records of Animal Control shall be admissible for consideration by the City Council without further foundation. After considering all evidence pertaining to the temperament of the dog, the City Council shall make an order as it deems proper. The City Council may order that the Animal Control officer take the dog into custody for destruction, if such dog is not currently in custody. If the dog is ordered into custody for destruction, the owner shall immediately make the dog available to the Animal Control officer.

a. If no appeal is filed by the owner with the City Council, the orders issued shall stand or the Animal Control Officer may order the dog destroyed.

dates, times, places, and parties bitten, and shall be given 14 days to appeal the order by requesting in writing an appeal hearing before the City Council for a review of this determination.

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

Adopted by the city council of the City of Lauderdale this 9th day of May, 2006.

Jeffrey Dains, Mayor

ATTEST:

Brian Bakken-Heck, City Administrator

Published in the Roseville Review this 6th day of June, 2006.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____

Public Hearing _____

Discussion

Action _____

Resolution _____

Work Session _____

Meeting Date June 9, 2009

Item Number 10C - Stormwater Ord.

Staff Initial *[Signature]*

Approved by Administrator _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As we have talked about, stormwater is a very hot topic right now and cities are being asked to update their ordinances. Bonestroo staff provided revisions to our current stormwater management ordinance for the Council to review. To eliminate the need for on-going updates to the stormwater management ordinance, the Local Surface Water Management Plan (LSWMP) and Met Council and MPCA publications were adopted by reference in the ordinance.

We can go through the ordinance in sections during the meetings and I will highlight the key provisions. If the Council doesn't have any technical questions for the city engineer, the draft ordinance will be sent to the city attorney for review. The public hearing and ordinance adoption can then be at the June 23 council meeting.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

An Ordinance Amending Section 8-4 of the Code of Ordinances Regarding Stormwater Management.

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

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

CHAPTER 4

STORMWATER/STORMWATER MANAGEMENT

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SECTION:

8-4-1:	Statutory Authorization	Formatted: Underline
8-4-2:	Findings	Formatted: Underline
8-4-3:	Purpose	Formatted: Strikethrough
8-4-4:	Definitions	Formatted: Strikethrough
8-4-5:	Scope And Effect	Formatted: Strikethrough
8-4-6:	Stormwater/Stormwater Management/Pollution Prevention Plan	Formatted: Strikethrough
8-4-7:	Approval Procedures	Formatted: Strikethrough
8-4-8:	Plan Review Procedure	Formatted: Strikethrough
8-4-9:	Approval Standards	Formatted: Underline
8-4-10:	Lawn Fertilizer Regulations	Formatted: Underline
8-4-11:	Penalty-Failure To Do Corrective Work	Formatted: Strikethrough
8-4-12:	Other Controls Penalty	Formatted: Strikethrough
8-4-13:	Severability	Formatted: Strikethrough

8-4-1: **STATUTORY AUTHORIZATION:** This Chapter is adopted pursuant to Minnesota Statutes section 462.351, (Ord., 10-14-1997)

8-4-2: **FINDINGS:** The City hereby finds that uncontrolled and inadequately planned use of wetlands, woodlands, natural habitat areas, areas subject to soil erosion and areas containing restrictive soils adversely affects the public health, safety and general welfare by impacting water quality and contributing to other environmental problems, creating nuisances, impairing other beneficial uses of environmental resources and hindering the ability of the City to provide adequate water, sewage, flood control and other

community services. In addition, extraordinary public expenditures may be required for the protection of persons and property in such areas and in areas which may be affected by unplanned land usage. (Ord., 10-14-1997)

8-4-3: PURPOSE: The purpose of this Chapter is to promote, preserve and enhance the natural resources within the City and protect them from adverse effects occasioned by poorly sited development or incompatible activities by regulating land disturbing or development activities that would have an adverse and potentially irreversible impact on water quality and encourage fragile environmentally sensitive land; by minimizing conflicts and encouraging compatibility between land disturbing and development activities and water quality and environmentally sensitive lands; and by requiring detailed review standards and procedures for land disturbing or development activities proposed for such areas, thereby achieving balance between urban growth and development and protection of water quality and natural areas. (Ord., 10-14-1997)

8-4-4: DEFINITIONS: For the purpose of this Chapter, the following terms, phrases, words and their derivatives shall have the meaning stated below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directive.

APPLICANT: Any person who wishes to obtain a building permit, zoning or subdivision approval.

CONTROL MEASURE: A practice or combination of practices to control erosion and attendant pollution.

DETENTION FACILITY: A permanent natural or manmade structure, including wetlands, for the temporary storage of runoff which contains a permanent pool of water.

DEWATERING:

The removal of water for construction activity such as the removal of temporary sediment basin water or appropriated surface or groundwater to dry and/or solidify a construction site.

EROSION:

The wearing away of the ground surface as a result of the movement of wind, water, ice and/or land disturbance activities.

EROSION PREVENTION:

Measures employed to prevent Erosion. Examples include, but are not limited to: soil stabilization practices, limited grading, mulch, temporary or permanent cover, and construction phasing.

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FLOOD FRINGE:
FLOOD PLAIN:
FLOODWAY:

The areas adjoining a watercourse or water basin that have been or may be covered by a regional flood. The channel of the watercourse, the bed of water basins, and those portions of the adjoining flood plains that are reasonably required to carry and discharge flood water and provide water storage during a regional flood.

The portion of the flood plain outside of the floodway. Stabilization on the site. Prevention and Sediment Control BMPs (such as silt fence) must be removed as part of the Final D. All temporary synthetic and structural Erosion be stabilized to preclude Erosion, and water from the site after construction is complete must capacity. All drainage ditches constructed to drain to surface waters. The cleanout of permanent basins prevent it from washing back into the basin, conveyances or drainage ways discharging off-site or management basins. Sediment must be stabilized to basins that are to be used as permanent water quality conveyances and from temporary sedimentation C. The Contractor must clean out all Sediment from

Stabilization. in writing of the need for, and benefits of, Final the Contractor chooses (B), it must inform the Owner an individual lot prior to occupation of the structure. If temporary stabilization including perimeter controls for Final Stabilization as specified above, or (B) establish Contractor, the Contractor must either: (A) complete B. For individual lots in residential construction by the

gabions, or geotextiles) have been employed. stabilization measures (such as the use of riprap, permanent structures, or equivalent permanent all unpaved areas and areas not covered by vegetative cover for the area has been established on with a density of 70 percent of the native background without large bare areas) perennial vegetative cover completed and a uniform (e.g., evenly distributed, A. All soil disturbing activities at the site have been

Final stabilization is achieved when the site meets the following conditions:

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HYDRIC SOILS: Soils that are saturated, flooded, or ponded long enough during the growing season to develop anaerobic conditions in the upper part.

HYDROPHYTIC VEGETATION: Macrophytic plant life growing in water, soil or on a substrate that is at least periodically deficient in oxygen as a result of excessive water content.

LAND DISTURBING OR DEVELOPMENT ACTIVITIES: Any change of the land surface including removing vegetative cover, excavating, filling, grading, and the construction of any structure.

PERSON: Any individual, firm, corporation, partnership, franchisee, association or government entity.

PUBLIC WATERS: Water of the State as defined in Minnesota Statutes section 103G.005, subdivision 15.

REGIONAL FLOOD: A flood that is representative of large floods known to have occurred generally in the State and reasonably characteristic of what can be expected to occur on an average frequency in the magnitude of a 100-year recurrence interval.

RETENTION FACILITY:

A permanent natural or manmade structure that provides for the storage of storm-water/stormwater runoff by means of a permanent pool of water.

SEDIMENT:

Solid matter carried by water, sewage, or other liquids.

SEDIMENT CONTROL:

Methods employed to prevent sediment from leaving the site. Sediment control practices include silt fences, sediment traps, earth dikes, drainage swales, check dams, subsurface drains, pipe slope drains, storm drain inlet protection and temporary or permanent sedimentation basins.

STABILIZED:

The exposed ground surface after it has been covered by appropriate materials such as mulch, staked sod, riprap, wood fiber, blankets, or other material that prevents Erosion from occurring. Grass seeding is not considered stabilization.

STORMWATER

Means a plan for stormwater discharge that includes Erosion Prevention, Sediment Control, Pollution Prevention, and Stormwater Management measures that when implemented, will minimize soil erosion and minimize non-point source pollution to the maximum extent practical.

PLAN:

POLLUTION

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STRUCTURE: Anything manufactured, constructed or erected which is normally attached to or positioned on land, including portable structures, earthen structures, roads, parking lots, and paved storage areas.

SURFACE WATER: Means all streams, lakes, ponds, marshes, wetlands, reservoirs, springs, rivers, drainage systems, waterways, watercourses, wells, reservoirs, aquifers, irrigation systems, and all other bodies of accumulations of water, surface or underground, natural or artificial, public or private.

WETLANDS:

Land transitional between terrestrial and aquatic systems where the water table is usually at or near the surface or the land is covered by shallow water. For purposes of this definition, wetlands must have the following three (3) attributes:

A. Have a predominance of hydric soils;

B. Be inundated or saturated by surface or ground water at a frequency and duration sufficient to support a prevalence of hydrophytic vegetation typically adapted for life in saturated soil conditions; and

C. Under normal circumstances support a prevalence of such vegetation: (Ord., 10-14-1997)

8-4-5: SCOPE AND EFFECT:

A. Applicability: Every applicant for a building permit, subdivision approval, or a permit to allow land disturbing activities that are one acre or greater must submit a storm water runoff prevention management plan to the Zoning Administrator and/or the Building Inspector. No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the storm water runoff prevention management plan or a waiver of the approval requirement has been obtained in strict conformance with the provisions of this Chapter. The provisions of Section 8-4-9 of this Chapter apply to all land, public or private, located within the City. Any land disturbing activity that is less than one acre that is being performed in connection with a building or grading permit that is issued by the City must adhere to subdivision 8-4-8, A-F of this ordinance.

B. Exemptions: The provisions of this Chapter do not apply to:

1. Any part of a subdivision if a plat for the subdivision has been approved by the City Council on or before the effective date hereof;

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2. Any land disturbing activity for which plans have been approved by the watershed management organization/watershed district within six (6) months prior to the effective date hereof;

3. A lot for which a building permit has been approved on or before the effective date hereof;

4. Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles; or

5. Emergency work to protect life, limb, or property.

C. Waiver: The City Council, upon recommendation of the Planning Commission, may waive any requirement of this Chapter upon making a finding that compliance with the requirement of such requirement will not unnecessarily hardship and the waiver of such requirement will not adversely affect the standards and requirements set forth in Section 8-4-6 of this Chapter. The City Council may require as a condition of the waiver, such dedication or construction, or agreement to dedicate or construct as may be necessary to adequately meet said standards and requirements. (Ord., 10-14-1997)

8-4-6:

~~STORM WATERSTORMWATER POLLUTION PREVENTION MANAGEMENT PLAN APPROVAL PROCEDURES:~~

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A. Application: A written application for storm-waterstormwater management/pollution prevention plan approval, along with the proposed storm-waterstormwater management/pollution prevention plan, shall be filed with the Zoning Administrator and shall include a statement indicating the grounds upon which the approval is requested, that the proposed use is permitted by right or as an exception in the underlying zoning district, and adequate evidence showing that the proposed use will conform to the standards set forth in this Chapter. Prior to applying for approval of a storm-waterstormwater management/pollution prevention plan, an applicant may have the storm-waterstormwater management/pollution prevention plans reviewed by the appropriate departments of the City.

Two (2) sets of clearly legible blue or black lined copies of drawings and required information shall be submitted to the Zoning Administrator and shall be accompanied by a receipt evidencing the payment of all required fees for processing and approval as set forth in subsection 8-4-7E of this Chapter, and a bond when required by subsection 8-4-7D of this Chapter, in the amount to be calculated in accordance with that subsection. Drawings shall be prepared to a scale appropriate to the site of the project and suitable for the review to be performed. At a minimum, scale shall be one inch equals one hundred feet (1" = 100').

A.

B.

Storm WaterStormwater Management/Pollution Prevention Plan: At a

1. Existing Site Map: A map of existing site conditions showing the site and immediately adjacent areas, including:

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a. The name and address of the applicant, the section, township and range, north point, date and scale of drawing and number of sheets;

b. Location of the tract by an insert map at a scale sufficient to clearly identify the location of the property and giving such information as the names and numbers of adjoining roads, railroads, utilities, subdivisions, towns, and districts or other landmarks;

c. Existing topography with a contour interval appropriate to the topography of the land but in no case having a contour interval greater than two feet (2'); and

d. A delineation of all streams, rivers, public waters, and wetlands located on and immediately adjacent to the site, including depth of water, a description of all vegetation which may be found in the water, a statement of general water quality and any classification given to the water body or wetland by the Minnesota Department of Natural Resources, the Minnesota Pollution Control Agency, and/or the United States Army Corps of Engineers;

e. Location and dimensions of existing storm-water drainage systems and natural drainage patterns on and immediately adjacent to the site delineating in which direction and at what rate storm-water is conveyed from the site, identifying the receiving stream, river, public water, or wetland, and setting forth those areas of the unaltered site where storm-water collects;

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f. A description of the soils of the site, including map indication of soil types of areas to be disturbed as well as a soil report containing information on the suitability of the soils for the type of development proposed and for the type of sewage disposal proposed and describing any remedial steps to be taken by the developer to render the soils suitable;

g. Vegetative cover and clearly delineating any vegetation proposed for removal; and

h. 100-year flood plains, flood figures and floodways.

2. Site Construction Plan: A site construction plan including:

a. Locations and dimensions of all proposed land disturbing activities

and any phasing of those activities;

b. Locations and dimensions of all temporary soil or dirt stockpiles;

c. Locations and dimensions of all construction site erosion control measures necessary to meet the requirements of this Chapter;

d. Schedule of anticipated starting and completion date of each land disturbing activity including the installation of construction site erosion control measures needed to meet the requirements of this Chapter; and

e. Provisions for maintenance of the construction site erosion control measures during construction.

3. Plan Of Final Site Conditions: A plan of final site conditions on the same scale as the existing site map showing the site changes including:

a. Finished grading shown at contours at the same interval as provided above or as required to clearly indicate the relationship of proposed changes to existing topography and remaining features;

b. A landscape plan, drawn to an appropriate scale, including dimensions and distances and the location, type size, and description of all proposed landscape materials which will be added to the site as part of the development;

c. A drainage plan of the developed site delineating in which direction and at what rate storm-water will be conveyed from the site and setting forth the areas of the site where storm-water will be allowed to collect;

d. The proposed size, alignment and intended use of any structures to be erected on the site;

e. A clear delineation and tabulation of all areas which shall be paved or surfaced, including a description of the surfacing material to be used; and

f. Any other information pertinent to the particular project which in the opinion of the applicant is necessary for the review of the project. (Ord., 10-14-1997)

8-4-7: PLAN REVIEW PROCEDURE:

A. Process: Storm-water/Stormwater management/pollution prevention plans meeting the requirements of Section 8-4-6 of this Chapter shall be submitted by the Zoning Administrator to the Planning Commission for review in accordance with the standards of Section 8-4-8 of this Chapter.

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prevention plan approval shall be accompanied by a processing and approval fee, to be established by Council resolution. (Ord., 10-14-1997)

APPROVAL STANDARDS:

8-4-8:

A. No storm water stormwater management/pollution prevention plan which fails to meet the standards contained in this Section shall be approved by the City Council. Necessary additional best management practices and design criteria for erosion control not included in this Chapter need to be performed in accordance with the MPCA publication "Protecting Water Quality in Urban Areas" and it's "Minnesota Stormwater Manual" and the Metropolitan Council's "Minnesota Urban Small Site BMP Manual".

B. Site Dewatering and Basin Draining: Water pumped from the site shall be treated by temporary sedimentation basins, grit chambers, sand filters, upflow chambers, hydro-cyclones, swirl concentrators or other appropriate controls. Water may not be discharged in a manner that causes erosion, scour, sedimentation, or flooding of the site, receiving channels, or wetlands. All dewatering must comply with the MPCA NPDES Construction Site General Permit.

C. Waste And Material Disposal: All waste and unused building materials (including garbage debris, cleaning wastes, wastewater, toxic materials or hazardous materials) shall be properly disposed of off-site and not allowed to be carried by runoff into a receiving channel or storm sewer system and must comply with the MPCA's disposal requirements.

D. Hazardous Materials: Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, to prevent spills, leaks or other discharge. Restricted access to storage areas must be provided to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with MPCA regulations.

E. Liquid Waste: All non stormwater discharges (concrete truck washout, vehicle washing, maintenance spills, etc.) conducted during the construction activity shall not be discharged to the municipal storm sewer, wetlands, natural drainageways, or waters of the state and must comply with the MPCA NPDES Construction Site General Permit.

D. Tracking: Each site shall have graveled roads, access, drives and parking areas of sufficient width and length to prevent sediment from being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by street cleaning (not flushing) before the end of each workday.

F. Drain Inlet Protection: All storm drain inlets shall be protected during construction until control measures are in place with a straw bale, silt fence or equivalent barrier meeting accepted design criteria standard and specification contained in the MPCA publication "Protecting Water Quality

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6. For sites with less than ten (10) acres disturbed at one time, silt fences, straw bales, or equivalent control measures shall be placed along all slope sides of the site. It a channel or area of concentrated runoff passes through the site, silt fences shall be placed along the channel edges to reduce sediment reaching the channel. The use of silt fences, straw bales, or equivalent control measures must include a maintenance and inspection schedule.

3. Runoff from the entire disturbed area on the site shall be controlled by either meeting subsection F2a and F2b of this Section or subsection F2a and F2e of this Section.

4. Any soil or dirt storage piles containing more than ten (10) cubic yards of material should not be located with a downslope drainage length of less than twenty five feet (25') from the toe of the pile to a roadway or drainage channel. If remaining for more than seven (7) days, they shall be stabilized by mulching, vegetative cover, tarps or other means. Erosion from piles which will be in existence for less than seven (7) days shall be controlled by placing straw bales or silt fences around the pile. In street utility repair or construction soil or dirt storage piles located closer than twenty five feet (25') of a roadway or drainage channel must be covered with tarps or suitable alternative control, if exposed for more than seven (7) days, and the storm drain inlets must be protected with straw bales or other appropriate filtering barriers.

1. Sediment control practices must be established on all down gradient perimeters as identified in the MPCA NPDES Construction Site General Permit. The timing and sequence for installation must match that of the MPCA NPDES Construction Site General Permit.

2. Sediment conveyance systems designed as sediment containment systems shall have the necessary protection as required in the MPCA NPDES Construction Site General Permit.

3. Sheet flow shall be maintained for all slopes as required in the MPCA NPDES Construction Site General Permit.

4. For site with more than ten (10) acres disturbed at one time, or if a channel originates in the disturbed area, one or more temporary or permanent sediment basins shall be constructed. Each sediment basin shall be designed to meet the storage and discharge requirements identified in the MPCA NPDES Construction Site General Permit.

5. Temporary soil stockpiles must have appropriate protection as identified in the MPCA NPDES Construction Site General Permit.

6. Tracking: Each site shall have graveled roads, access, drives and parking areas of sufficient width and length to prevent sediment from

9 Site Sediment Control.

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being tracked onto public or private roadways. Any sediment reaching a public or private road shall be removed by street cleaning (not flushing) at a minimum before the end of each workday or more often as requested by the City.

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7. Drain Inlet Protection: All storm drain inlets shall be protected during construction until control measures are in place with a field inlet, street inlet without a curb head, street inlet with a curb head, culvert inlet protection, or a sediment trap, meeting accepted design criteria standard and specification contained in the Metropolitan Council's publication "Minnesota Urban Small Site BMP Manual", Storm drain inlets shall be protected during all phases of construction and must comply with the MPCA NPDES Construction Site General Permit. Haybales are not considered an acceptable BMP for inlet protection.

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H. Inspections and Maintenance of Erosion and Sediment Control Practices: An applicant shall comply with the inspection and maintenance requirements identified in the MPCA NPDES Construction Site General Permit.

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I. Final Stabilization: An applicant shall comply with the final stabilization requirements identified in the MPCA NPDES Construction Site General Permit. In addition, all areas on the site that are disturbed during construction must be restored. The types of permanent restoration being used on the site shall be clearly shown on the plans including, but not limited to, four (4) inches topsoil, sod, mulch, erosion control blanket, seed, impervious cover and structures.

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Permanent Facilities:

4. Stormwater, Pollution Prevention, Storm Water Management Criteria for

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1. An applicant shall install or construct, on or for the proposed land disturbing or development activity, all stormwater management facilities necessary to manage increased runoff in accordance with the runoff rate policy identified in the City's Local Surface Water Management Plan, so that the 2-year, 10-year and 100-year storm peak discharge rates existing before the proposed development shall not be increased and accelerated channel erosion will not occur as a result of the proposed land disturbing or development activity. An applicant may also make an in-kind or monetary contribution to the development and maintenance of community storm water management facilities designed to serve multiple land disturbing and development activities undertaken by one or more persons, including the applicant.

2. An applicant shall install or construct, on or for the proposed land disturbing or development activity, all stormwater management facilities necessary to manage nutrient and sediment loading in accordance with the policies identified in the City's Local Surface Water Management Plan.

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3. The applicant shall comply with the runoff volume requirements

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identified in the City's Local Surface Water Management Plan, give consideration to reducing the need for storm water management facilities by incorporating the use of natural topography and land cover such as wetlands, ponds, natural swales and depressions as they exist before development to the degree that they can accommodate the additional flow of water without compromising the integrity or quality of the wetland or pond.

4. The following stormwater management practices shall be investigated in developing a stormwater storm water pollution prevention management plan in the following descending order of preference:

- a. Natural infiltration of precipitation on site;
- b. Flow attenuation by use of open vegetated swales and natural depressions;
- c. Stormwater retention facilities; and
- d. Stormwater detention facilities.

5. A combination of successive practices may be used to achieve the applicable minimum control requirement specified in subsection 5.1 of this Section. Justification shall be provided by the applicant for the method selected.

Design Standards: Stormwater detention facilities constructed in the City shall be designed according to the most current technology as reflected in the MPCA publication "Protecting Water Quality in Urban Areas," the "Minnesota Stormwater Manual," the policies identified in the City's Local Surface Water Management Plan, and shall contain, at a minimum, the following design factors:

4. A permanent pond surface area equal to two percent (2%) of the impervious area draining to the pond or one percent (1%) of the entire area draining to the pond, whichever amount is greater;

1. A minimum pond depth of four feet and a maximum pond depth of ten feet; An average permanent pool depth of four to ten feet (4-10');

2. A permanent pool length-to-width ratio of three to one (3:1) or greater;

3. A minimum protective shelf extending ten feet (10') into the permanent pool with a slope of ten to one (10:1), beyond which slopes should not exceed three to one (3:1); and

5. A protective buffer strip of vegetation surrounding the permanent pool at a minimum width of one rod (16.5 feet);

4. All stormwater detention facilities will be required to have skimming as

identified in the City's Local Surface Water Management Plan, shall have a device to keep oil, grease, and other floatable material from moving downstream as a result of normal operations;

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7. Storm water detention facilities for new development must be sufficient to limit peak flows in each sub-watershed to those that exist before the development for the 10-year storm event. All calculations and hydrologic models/information used in determining peak flows shall be submitted along with the storm water management plan;

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8. All storm water detention facilities must have a forbay to remove coarse-grained particles prior to discharge into a watercourse or storage basin.

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Wetlands:

1. Runoff shall not be discharged directly into wetlands without pre-settlement of the runoff.

2. A protective buffer of natural vegetation at least twenty five feet ~~one red~~ (25-46.5 feet) in width shall surround all wetlands.

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3. Wetlands must not be drained or filled, wholly or partially, unless replaced by restoring or creating wetland areas of at least equal public value. Replacement must be guided by the following principles in descending order or priority:

a. Avoiding the direct or indirect impact of the activity that may destroy or diminish the wetland;

b. Minimizing the impact by limiting the degree or magnitude of the wetland activity and its implementation;

c. Rectifying the impact by repairing, rehabilitating, or restoring the affected wetland environment;

d. Reducing or eliminating the impact over time by preservation and maintenance operations during the life of the activity; and

e. Compensating for the impact by replacing or providing substitute wetland resources or environments.

4. Redevelopment along the south end of Walsh Lake (DNR waterbody 214W) shall be done following MN DNR standards for "Management of Shorelines";

Steep Slopes: No land disturbing or development activities shall be allowed on slopes of eighteen percent (18%) or more.

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Catch Basins: A number of newly installed and rehabilitated catch basins

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shall be provided at key locations with a sump area for the collection of coarse-grained material. Such basins shall be cleaned at least once a year or more often if so determined by the City's periodic inspections.

O Drain Leaders: All newly constructed and reconstructed buildings will route drain leaders to pervious areas wherein the runoff can be allowed to infiltrate. The flow rate of water exiting the leaders shall be controlled so no erosion occurs in the pervious areas.

P Sump Pumps: Under no circumstances will permanent or temporary sump pumps be allowed to be connected to the sanitary sewer system. Discharge from sump pumps shall be done to low and pervious areas where the runoff can be allowed to accumulate and infiltrate without flooding, eroding or jeopardizing adjacent property.

Q Inspection and Maintenance: All stormwater management facilities shall be designed to minimize the need of maintenance, to provide access for that all new stormwater facilities be surveyed to create as-built drawings as identified in the City's Local Surface Water Management Plan. All stormwater management facilities shall follow the operation and maintenance requirements presented in the City's Local Surface Water Management Plan, updated's SWMP, to ensure continued effective removal of pollutants carried in stormwater runoff. The Director of Public Works, or designated representative, shall inspect all stormwater management facilities during construction, during the first year of operation, and at least once every two (2) years thereafter. The inspection records will be kept on file at the Public Works Department for a period of six (6) years. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the stormwater management facilities for inspection and maintenance purposes.

R Models/Methodologies/Computations: Hydrologic models and design methodologies used for the determination of runoff and analysis of stormwater management structures shall be approved by the Public Works Coordinator. Plans, specifications and computations for stormwater management facilities submitted for review shall be sealed and signed by a registered professional engineer. All computations shall appear on the plans submitted for review, unless otherwise approved by the Public Works Coordinator.

S Watershed Management Plans/Groundwater Management Plans: Stormwater pollution prevention plans shall be consistent with adopted watershed management plans and ground water management plans prepared in accordance with Minnesota Statutes sections 103B.231 and 103B.255 respectively, and as approved by the Minnesota Board of Water and Soil Resources in accordance with State law.

T Easements: If a stormwater pollution prevention plan involves direction of

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some or all runoff off of the site, it shall be the responsibility of the applicant to obtain from adjacent property owners any necessary easements or other property interests concerning flowage of water. (Ord., 10-14-1997)

8-4-9: LAWN FERTILIZER REGULATIONS:

A. Use Of Impervious Surfaces: No person shall apply fertilizer to or deposit clippings, leaves, or other vegetative materials on impervious surfaces, or within stormwater drainage systems, natural drainageways, or within wetland buffer areas.

B. Unimproved Land Areas: Except for driveways, sidewalks, patios, areas occupied by structures or areas which have been improved by landscaping, all areas shall be covered by plants or vegetative growth.

C. Fertilizer Content: Except for the first growing season for newly established turf areas, no person shall apply liquid fertilizer which contains more than one-half percent (0.5%) by weight of phosphorus, or granular fertilizer which contains more than three percent (3%) by weight of phosphorus, unless the single application is less than or equal to one-tenth (1/10) pound of phosphorus per one thousand (1,000) square feet. Annual application amount shall not exceed one-half (1/2) pound of phosphorus per one thousand (1,000) square feet of lawn area. The use of phosphorus-free fertilizer is strongly recommended.

D. Buffer Zone: Fertilizer application shall not be made within twenty five feet (25 feet) of any wetland or water resource. (Ord., 10-14-1997)

8-4-10: FAILURE TO DO CORRECTIVE WORK:

When an applicant fails to conform to any provision of this policy within the time stipulated, the community may take the following actions:

A. Issue a stop work order; withhold the scheduling of inspections, and/or issuance of a Certificate of Occupancy.

B. Revoke any permit issued by the community to the applicant for the site in questions or any other of the applicant's sites within the community's jurisdiction.

C. Correct the deficiency or hire a contractor to correct the deficiency. The issuance of a permit constitutes a right-of-entry for the community or its contractors to enter upon the construction site for the purpose of correcting deficiencies in erosion control.

D. Require reimbursement to the community for all costs incurred in correcting stormwater pollution control deficiencies. If payment is not

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made within thirty (30) days after costs are incurred by the community, payment will be made from the applicant's financial securities as described in Section 8-4-7 above.

E. If there is an insufficient financial amount in the applicant's financial securities as described in Section 8-4-7 above then the Community may

assess the remaining amount against the property. As a condition of the permit, the owner shall waive notice of any assessment hearing to be conducted by the Community, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of Minnesota Statute 429.081 to challenge the amount or validity of assessment.

8-4-101 PENALTY: Any person, firm, or corporation violating any provision of this Chapter shall be fined not less than five dollars (\$5.00) nor more than five hundred dollars (\$500.00) for each offense and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues. (Ord., 10-14-1997)

8-4-142 OTHER CONTROLS: In the event of any conflict between the provisions of this Chapter and the provisions of an erosion control or shoreland protection ordinance adopted by the City Council the more restrictive standard prevails. (Ord., 10-14-1997)

8-4-123 SEVERABILITY: The provisions of this Chapter are severable. If any provision of this Chapter or the application thereof to any person or circumstance is held invalid, such invalidity shall not affect other provisions or application of this Chapter which can be given effect without the invalid provision or application. (Ord., 10-14-1997)

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

Adopted by the city council of the city of Lauderdale this 23rd day of June, 2009.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowskl, City Administrator

Published in the Roseville Review this 30th day of June, 2009.

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CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE
NO. 09-02 BY TITLE AND SUMMARY

WHEREAS, the city council of the city of Lauderdale has adopted Ordinance No. 09-02 amending Section 8-4 of the Code of Ordinances Regarding Stormwater Management; and

WHEREAS, Ordinance No. 09-02 is approximately 18 pages in length; and

WHEREAS, Minnesota Statutes Section 412.191, subdivision 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the city council believes that the following summary would clearly inform the public of the intent and the effect of the Ordinance.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Lauderdale that the city administrator shall cause the following summary of Ordinance No. 09-02 of the city code to be published in the official newspaper in lieu of the entire Ordinance.

PUBLIC NOTICE

The city council of the city of Lauderdale has adopted Ordinance No. 09-02, Amending Section 8-4 of the Code of Ordinances Regarding Stormwater Management. The ordinance promotes, preserves, and enhances the natural resources within the city and protects them from adverse effects occasioned by poorly sited development of incompatible activities; by regulating land disturbing and development activities that would have an adverse and potentially irreversible impact on water quality and unique and fragile environmentally sensitive land; and by requiring detailed review standards and procedures for land disturbing or development activities that conform to local, state, and federal laws and best management practices, thereby achieving balance between urban growth and development and protection of water quality and natural areas. The ordinance also sets forth enforcement measures that may be taken by the city and penalties that may be imposed in order to enforce the ordinance requirements.

Heather Butkowski, City Administrator

BE IT FURTHER RESOLVED, by the city council of the city of
Lauderdale that the city administrator keeps a copy of the
ordinance at city hall for public inspection.

Dated this 23rd day of June, 2009.

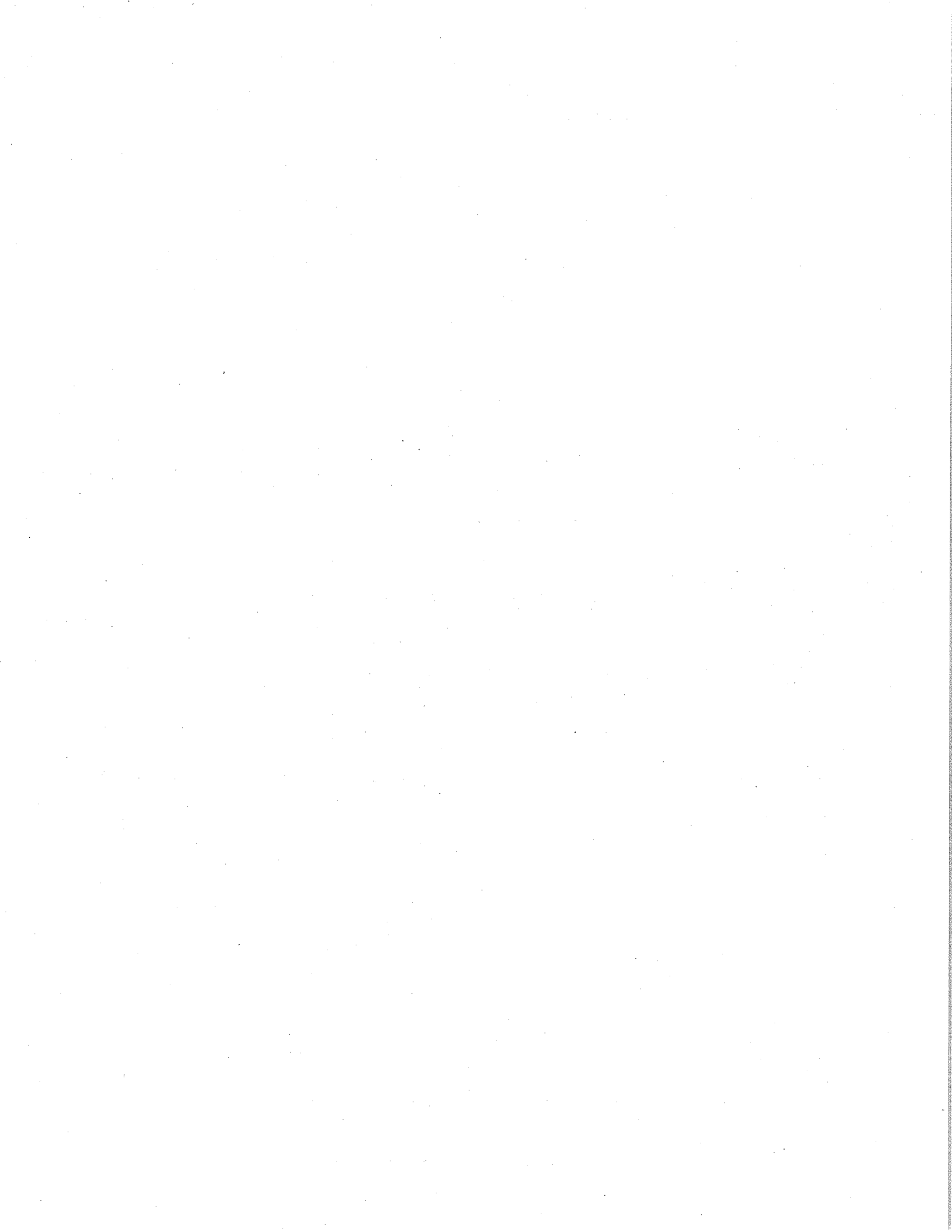
APPROVED:

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

(Roseville Review: June 30, 2009)



**LAUDERDALE COUNCIL
ACTION FORM**

Meeting Date	June 9, 2009
ITEM NUMBER	10D - Deputy Clerk Job Disc.
STAFF INITIAL	<i>HRB</i>
APPROVED BY ADMINISTRATOR	_____

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Jim and I developed what we believe to be a reasonable job description for a part time deputy city clerk. We are also working on updates to the other city job descriptions, as we know that is something council members would like to discuss in the future.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt the deputy city clerk job description as presented.

COUNCIL ACTION:

**CITY OF LAUDERDALE
POSITION DESCRIPTION**

Position Title: DEPUTY CITY CLERK
Reports to: CITY ADMINISTRATOR

POSITION SUMMARY

Under limited supervision, this position performs skilled clerical and paraprofessional work and assists the City Administrator in the general operation of the City. Duties include customer service, election administration, purchasing, accounts payable and receivable, communications, permits and licensing, and general office support. Due to the changing nature of the position, the deputy city clerk may be assigned duties in addition to those listed below.

ESSENTIAL DUTIES AND RESPONSIBILITIES

1. Task: Customer Service and General Office Support
Percent of Time: 30%

Description: is the first contact for citizens, vendors and others coming to City Hall for information and services; maintains city records system; purchases office supplies.

- Primary contact for the public whether by phone or in person. Determines nature of business, provides information/research, answers questions, and/or refers as appropriate.
- Creates memos, reports, resolutions, ordinances, forms, and applications.
- Maintains office filing system and files.
- Retains agendas, minutes, resolutions, ordinances and other information in conformance with the data retention schedule.
- Prepares, posts, and publishes public notices as appropriate.
- Assists in preparing and delivering Council agenda and packet.
- Maintains master office calendar.
- Sorts and distributes mail; mail projects as assigned.
- Manages social room and park reservations.
- Monitors and maintains inventory of office supplies.
- Registers council and staff for conferences and trainings as necessary; this may include arranging for transportation and lodging.
- Keeps up to date on purchasing cooperatives to ensure lowest possible price for equipment and supplies.

2. Task: Accounts Receivable & Payable
Percent of time: 20%

Description: processes accounts payable and accounts receivable including utility billing. Advises the administrator of significant issues regarding accounts.

- Codes receipts and promptly enters into the accounting system.
- Codes payments, prints checks, and creates claims list for the council packets.
- Prepares quarterly utility billing and other invoices as needed. Tracks payments and notifies the city administrator of delinquencies.
- Prepares monthly budget information for the council as directed by the city administrator.
- Prepares information for annual audit and assist auditors during audit as necessary.

3. Task: Administer License and Permit Programs

Percent of Time: 20%

Description: processes applications for building and construction permits; administers rental housing, business, and animal licensing programs.

- Processes building and other permit applications. Ensures applications are completed and all supporting documents are attached.
- Corresponds with residents and contractors who have outstanding permits to monitor progress on projects.
- Processes Gopher State One Call tickets in the National Ticket Management System with the cooperation of public works staff.
- Maintains property files.
- Prepares and mails applications for the various business licenses.
- Processes animal licenses.
- Coordinates annual rental housing license renewals and bi-annual inspections.
- Enforces rental housing ordinance by tracking and notifying owners of violations.

4. Task: Election Administration

Percent of time: 15%

Description: responsible for all aspects of the city's general and special elections.

- Recruits, trains, and manages election judges.
- Assists candidates in filing for election.
- Operates and maintains voting equipment.
- Posts and publishes election notices as required.
- Maintains inventory of election supplies.
- Delivers election results to county facility.
- Serves as resource for answering voter and/or election judge questions.
- Registers voters.
- Serves as city representative on county and/or state election committees.

5. Task: Communications

Percent of time: 15%

Description: responsible for preparing the city's communication materials.

- Coordinates the creation of the city newsletter.
- Creates the city's residents' guide (generally bi-annually).
- Creates promotional materials for community events.

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

WORK ENVIRONMENT

The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

While performing the duties of this job, the employee is frequently required to sit and talk or hear. The employee is occasionally required to walk; use hands to finger, handle, or feel objects, tools, or controls; and reach with hands and arms.

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

PHYSICAL DEMANDS

Phone; personal computer; computer software for word processing, spreadsheets, databases, publications, and presentations; copy machine; election equipment; fax machine; and calculator.

TOOLS AND EQUIPMENT USED

- Working knowledge of standard office computer programs (e-mail, web browsers, word processing, spreadsheets, etc.) and modern office practices and procedures.
- Some knowledge of accounting principles and practices.
- Ability to perform mathematical computations and maintain accurate records.
- Working knowledge of utility billing issues and procedures.
- Ability to effectively meet and deal with the public; ability to handle stressful situations.
- Ability to communicate effectively verbally and in writing.
- Working knowledge of Council procedures and requirements.
- Working knowledge of city operations, practices, and procedures.
- Ability to type and enter data with speed and accuracy.
- Working knowledge of the state records retention schedule.
- Working knowledge of state and federal data practices laws.
- Ability to prioritize work and work independently.

KNOWLEDGE, SKILLS AND ABILITIES

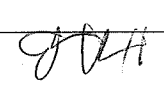
- Maintains the information screens for the CTV channel.
- Coordinates park programming with Roseville and Falcon Heights and promotes the programs.

MINIMUM QUALIFICATIONS

Education and Experience:

- (A) Degree from a 2 year technical school with course work in general office practices, and
 - (B) 2 years of experience working in an office environment, experience using personal computer, or
 - (C) any equivalent combination of related education and experience.
- Prefer: Four year degree in public or business administration with experience in elections, accounting, and customer service.

LAUDERDALE COUNCIL ACTION FORM

	Meeting Date	June 9, 2009	
	ITEM NUMBER	10E - Employment Agreement	
	STAFF INITIAL		
	APPROVED BY ADMINISTRATOR		

	Action Requested
	Consent
	Public Hearing
	Discussion
	Action
	Resolution
	Work Session

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In January, the Council extended Colleen's employment until June 15, 2009, with the belief that the legislature and governor would address the budget deficit and cities would know the extent of local government aid cuts by May. We hear now that the cuts won't be known until July.

Recently, the Council reviewed a draft budget that allocated funds for a deputy city clerk as the Council has expressed interest in hiring someone, at least part time, to meet the needs of the City. With Council approval, I would offer Colleen the deputy clerk position under the terms listed in the following letter. She would be hired for up to 24 hours per week at \$20.09 (step two of the pay scale). This would qualify her for "half" benefits as defined further in the union contract.

OPTIONS:

- Do not hire a deputy city clerk. Colleen's last day would be June 15.
- Hire Colleen part time as presented.
- Conduct a search for a deputy city clerk.

STAFF RECOMMENDATION:

Motion to direct staff to offer Colleen Callahan the part-time deputy city clerk position under the rate and terms defined in the letter.

COUNCIL ACTION:

City of Lauderdale
The Island in the Metra

CITY HALL
1891 WALNUT STREET
LAUDERDALE, MN 55113
651-792-7650
FAX 651-631-2066

June 10, 2009

Colleen Callahan
1276 Dennis Street
Maplewood, MN 55119

Dear Colleen,

The Lauderdale City Council would like to offer you the position of Deputy City Clerk. They believe you have been of great service to the City during a transitional phase and they believe you will continue to be an asset for the City into the future.

The City Council is pleased to offer you step two of the deputy clerk wage scale. For 2009, this is \$20.09 per hour with eligibility for a step increase in six months. The position will be 20 to 24 hours per week and will generally be performed during the City's regular office hours which are 8:00 a.m. to 4:30 p.m. Occasionally, your responsibilities, especially election duties, may require you to work outside of the City's regular hours.

As you already know, the deputy city clerk position is covered by the union contract. As such, you will want to review the union agreement and personnel policy to determine your benefit eligibility.

If you have any questions or concerns, please let me know.

Sincerely,

Heather Butkowski
City Administrator

2009 Wage Schedule 3% Increase per Contract		JOB TITLE				
STEP 1	STEP 2	STEP 3	STEP 4	STEP 5		
\$ 3,473.90	\$ 3,691.02	\$ 3,908.13	\$ 4,125.25	\$ 4,342.37	\$ 25.05	Maintenance Worker
\$ 20.04	\$ 21.29	\$ 22.55	\$ 23.80	\$ 25.05		
\$ 3,932.66	\$ 4,178.45	\$ 4,424.24	\$ 4,670.03	\$ 4,915.82	\$ 28.36	Public Works Coordinator
\$ 22.69	\$ 24.11	\$ 25.52	\$ 26.94	\$ 28.36		
\$ 3,277.73	\$ 3,482.59	\$ 3,687.44	\$ 3,902.15	\$ 4,097.16	\$ 23.64	Deputy Clerk
\$ 18.91	\$ 20.09	\$ 21.27	\$ 22.51	\$ 23.64		
\$ 45,710.28	\$ 48,567.17	\$ 51,424.07	\$ 54,280.96	\$ 57,137.85	\$ 27.47	Assistant to the City Admin
\$ 3,516.18	\$ 3,735.94	\$ 3,955.70	\$ 4,175.46	\$ 4,395.22	\$ 26.10	(Exempt)
\$ 21.98	\$ 23.35	\$ 24.72	\$ 26.10	\$ 27.47		

Please Sign in for Community Meeting

Include your e-mail address if you are interested in being added to our e-mail list.

Name	Address	
1. Tom David	1863 Ewerts	
2. Duick Fultz	1954 Malvern Street #1	
3. Andi Moffatt	1773 Fulham St	
4. Mary Hankman	1855 Fulham dr.	
5. Steve Westman	1938 Malvern	
6. Sara Nelson	1784 Carl St.	shnelk@comcast.net
7. Fryg & Jennie Hansen	1907 Ewerts St.	thansen@hga.com
8.		
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17.		

Please Sign In

Please Sign In

Include your e-mail address if you are interested in being added to our e-mail list.

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Name	Address
1. Don Murphy	1938 Carl St.
2. Gloria Buschmeyer	1798 Carl St.
3. Amy Sammwer	2349 Summer Street
4. Dee Ruscumeyer	1798 Carl St.
5. Crystal Wren	1765 Carl St
6. Kathy Leopold	1724 Carl St.
7. Jacob Singh	1737 PLUMITS
8. Shann Jones	1825 Lake St.
9. Susan Riedel	1824 Pleasant St.
10. Ann Clauson	2345 Summer St.
11. Barbara Clauson	2345 Summer St.
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15.	
16.	
17.	

Handwritten initials/signature at the bottom right of the page.