

FILE

**LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, JUNE 23, 2009
7:30 P.M. CITY HALL
1891 WALNUT STREET**

1. **ROLL CALL**
2. **APPROVAL OF THE AGENDA**
3. **APPROVALS**
 - a. Minutes of the June 9, 2009, City Council Meeting
 - b. Claims totaling \$21,406.50
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL**
5. **CONSENT**
 - a. PCIC Appointment – Peiju Liu Picard
 - b. Rental Housing Licenses
6. **SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS**
7. **PUBLIC HEARINGS** Public hearings are conducted so that the public affected by a proposal can have input in to the decision.
 - a. Stormwater Management Ordinance
8. **REPORTS**
 - a. July Music under the Trees Event
9. **DISCUSSION / ACTION**
 - a. Stormwater Management Ordinance Adoption
 - b. Resolution 062309A - Authorizing Publication of Ordinance 09-02 by Title and Summary
 - c. Resolution 062309B – Appointing an Absentee Ballot Board
 - d. Discuss Changing Ordinance to Allow for Even-Year Elections
 - e. Approve Bridge Lighting Shop Plans
 - f. Roseville Sanitary Sewer Joint Powers Agreement
 - g. Resolution 062309C - Appointment of a City Insurance Agent
 - h. Purchase Agreement for Former Lift Station Property near 1974 Walnut Street
 - i. July 14 City Council Meeting
10. **ITEMS REMOVED FROM THE CONSENT AGENDA**
11. **ADDITIONAL ITEMS**
12. **SET AGENDA FOR NEXT MEETING**
 - a. Workers' Compensation, Property, and Casualty Insurance Renewal
 - b. Floodplain Ordinance for City's Without a FEMA Flood Hazard Boundary Map
13. **WORK SESSION**
 - a. Follow up from June 9 Park Forum
14. **ADJOURN**

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

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June 9, 2009

Mayor Dains called the meeting to order at 7:00 p.m. in Lauderdale Community Park.

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

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

The Mayor said the meeting was called to discuss issues of safety and noise in the park as council members recently heard of these issues from residents. Since learning of the issues, the Mayor said he requested increased foot patrol by the police officers and the Council discussed signage for the park.

Captain Cotroneo addressed the group. He said officers perform foot patrol in the park multiple times during their shifts. Officers have spoken to individuals being loud or disruptive in any way. The Captain said the users often aren't aware they are being disruptive. He also noted there were three calls to the park between May 1 and September 31 of last year, so don't be afraid to call 911 to dispatch a police officer to the park.

Dan Murphy of Carl Street suggested a task force may be useful to address these issues.

Numerous residents mentioned how happy they were to see the park being used. Some residents shared stories about proactively notifying park users of their offensive behavior and park rules. They felt this communication went a long way in solving the problems.

Sara Nelson of Carl Street felt that any new signage displayed should be written from a positive perspective telling users what behavior is expected as opposed to saying what is not allowed.

Jeb Singer of Carl Street said he regularly plays basketball with all the groups that come to the park. He said they are great to play with and changed their behavior once they realized they were bothering people.

Other residents mentioned an obligation to make park users aware of the rules so the park can be a pleasant place for everyone.

The Mayor thanked everyone for their input. Staff reminded all present that virtually any of the park facilities could be reserved through City Hall.

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The work session ended at 7:40 p.m.

The council meeting reconvened at City Hall at 8:00 p.m.

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 Christensen moved approval of the May 26, 2009, City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.

Mayor Dains asked the councilors if they had questions regarding the claims. There being none, **Councilor Hawkinson moved approval of the claims totaling \$77,123.24. Councilor Doherty seconded the motion and it passed unanimously.**

Mayor Dains asked if members of the public wished to address the Council. Larry Lambert, 1803 Eustis Street, asked what would be done after 60 days to his neighbors if they were still running a home-based business. Butkowski responded that the response would be at the discretion of the city attorney.

Mayor Dains asked if councilors wished to remove items from the consent agenda. There being none, **Councilor Hawkinson moved the consent agenda approving the recreation agreement with the City of Roseville as distributed during the meeting, renewing the JPA with Ramsey County for the collection of recycling fees, and accepting the donation from the Lauderdale - Falcon Heights Lions for Music under the Trees. Councilor Mac Lean seconded the motion and it passed unanimously.**

Bownik reported on the June 15 Music under the Trees event. Residents were encouraged to bring blankets and chairs for a performance by the Fairlanes. Schwan's agreed to provide treats for the event.

Butkowski introduced the animal ordinance. Staff alerted the Council to the State's implementation of a dangerous dog law that trumps the language the Council adopted prior. Additionally, the last ordinance update left some ambiguity to the keeping of animals like chickens, which has become popular in urban areas. Staff said the Council may want to consider these issues if the ordinance is revisited.

Councilor Hawkinson mentioned the number of dog owners who use the park for off-leash training and exercise activities. She recently realized that the animal control ordinance does not allow for off-leash dogs in the park. She questioned whether the City may want to change this ordinance as the dogs are controlled by voice command and she hasn't known of any issues.

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The councilors discussed the issue recognizing pros and cons to allowing off-leash dogs in the park. Concern was expressed over both children and adults that fear or have an aversion to dogs.

The Mayor suggested the councilors interested in allowing off-leash dogs at the park bring back a recommendation to the full council.

Butkowski introduced the police contract proposal. St. Anthony now proposes a two-year contract with two percent increases for 2010 and 2011. This proposal has no opt out provisions as had been discussed prior.

Councilor Doherty asked whether the City had the reserves to cover the contract in case general fund came up short due to the loss in local government aid. Butkowski replied that the City's first option would be to transfer money from the general capital improvement and the park improvement funds to the general fund as the money in those accounts was discretionary.

Councilor Mac Lean moved to approve the 2010-2011 police contract as presented. Councilor Doherty seconded the motion and it passed unanimously.

Mayor Dains informed the police officers present that he was happy to enter into the agreement and looked forward to working with the police into the future.

Butkowski said the city engineer updated the stormwater management ordinance and this was the first time the Council was viewing it. The ordinance revisions are a requirement of the City's Stormwater Pollution Prevention Program. The ordinance defines a project disturbing more than one acre of land triggers a stormwater pollution prevention plan. Additionally, the standards for the ordinance will be the City's Local Surface Water Management Plan as well as state and regional standards that are adopted by reference. The adoption by reference eliminates the need to continually update the ordinance when standards are revised.

As the Council had no further comments, the ordinance will be sent to the city attorney for review prior to adoption.

Butkowski noted that council member Mac Lean had previously inquired about staff's job descriptions and said that is something that staff had been working on. For this council meeting, staff asked the Council to consider revising the deputy clerk job description. Butkowski explained the job description matched what staff felt someone could accomplish in 20-24 hours per week.

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Councilor Christensen moved to approve the deputy clerk job description as presented. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Hawkinson moved to approve the appointment of C. Callahan as deputy clerk as presented in the packet. Councilor Mac Lean seconded the motion.

The Mayor asked if there were additional comments. Butkowski said the proposed offer letter in the packet contained an error. She referred the council members to a cost analysis for the position that was handed out during the meeting. Butkowski recommended the Council make the employment offer to Callahan based on the union agreement but provide credit for the time she already worked for the City (step 2).

Councilor Doherty offered a friendly amendment to the motion on the table. She moved to change the hourly wage of \$20.09 presented in the employment letter to \$19.77 as per the union contract. Councilor Christensen seconded the motion and it passed with councilors Mac Lean, Hawkinson, Doherty, and Christensen voting yes and Mayor Dains abstaining.

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

Respectfully submitted,

Heather Butkowski
City Administrator

offer
analysis
provide

offer
analysis
provide

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

June 23, 2009 City Council Meeting

Payroll

6/12/09 Payroll: Direct Deposit # 500769-50073	\$7,043.00
6/12/09 Payroll: Payroll Liabilities, e-payments 362E-364E	\$5,186.07

Vendor Claims

6/23/09: Check #s 19738-19757	\$9,177.43
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Total Claims for Approval

\$21,406.50

CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
500772	000000002	HINRICHS, DAVID C	12	BI-WEEKLY	\$1,159.86		Outstanding
500773	000000005	HUGHES, JOSEPH A	12	BI-WEEKLY	\$1,707.66		Outstanding
500769	000000011	BOWNIK, JAMES	12	BI-WEEKLY	\$1,494.42		Outstanding
500770	000000007	BUTKOWSKI-HINRICHS, HE	12	BI-WEEKLY	\$1,708.38		Outstanding
500771	000000017	CALLAHAN, COLLEEN	12	BI-WEEKLY	\$972.68		Outstanding
					<u>\$7,043.00</u>		

Check
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Check
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CITY OF LAUDERDALE

06/16/09 10:33 AM

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Payments

Current Period: JUNE 2009

Batch Name	061209payrl	Payment	Computer Dollar Amt	\$5,186.07	Posted
Refer	903	NORTH STAR BANK, CHECKING S	Ck# 000362E	6/12/2009	
Cash Payment	G 101-21703	FICA WITHHOLDING.	6/12/09 payroll		\$1,699.82
Invoice					
Cash Payment	G 101-21701	FEDERAL TAXES	6/12/09 payroll		\$809.93
Invoice					
Transaction Date	6/12/2009	Due 0	NORTH STAR CHEC 10100	Total	\$2,509.75
Refer	904	PERA	Ck# 000363E	6/12/2009	
Cash Payment	G 101-21704	PERA	6/12/09 payroll		\$1,373.24
Invoice					
Transaction Date	6/12/2009	Due 0	NORTH STAR CHEC 10100	Total	\$1,373.24
Refer	905	ICMA RETIREMENT TRUST - 457	Ck# 000364E	6/12/2009	
Cash Payment	G 101-21705	ICMA RETIREMENT	6/12/09 payroll		\$1,303.08
Invoice					
Transaction Date	6/12/2009	Due 0	NORTH STAR CHEC 10100	Total	\$1,303.08
Fund Summary				BATCH Total	\$5,186.07

10100 NORTH STAR CHECKING

101	\$5,186.07
	\$5,186.07

Pre-Written Checks	\$5,186.07
Checks to be Generated by the Compute	\$0.00
Total	\$5,186.07

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

JUNE 2009

		Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING				
Paid Chk#	019738	6/23/2009	AHDN ATTORNEYS AT LAW	
E	101-42100-305	LEGAL FEES	\$850.00	5/09 Legal Services
E	101-42100-355	MISC PRINTING/PROCESS SER	\$2.44	5/09 Legal Services
	Total	AHDN ATTORNEYS AT LAW	\$852.44	
Paid Chk#	019739	6/23/2009	AMERIPRIDE	
E	101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$92.77	2 boxes of paper towels
	Total	AMERIPRIDE	\$92.77	
Paid Chk#	019740	6/23/2009	AT & T	
E	101-41200-391	TELEPHONE/PAGERS	\$5.00	5/09 fax long distance
	Total	AT & T	\$5.00	
Paid Chk#	019741	6/23/2009	AVENET, LLC	
E	202-49500-307	COMPUTER SERVICES	\$111.00	3q09 Web Hosting
	Total	AVENET, LLC	\$111.00	
Paid Chk#	019742	6/23/2009	CINTAS	
E	602-49100-425	CLOTHING	\$33.67	PW Clothing
E	601-49000-425	CLOTHING	\$33.67	PW Clothing
	Total	CINTAS	\$67.34	
Paid Chk#	019743	6/23/2009	CITY OF FALCON HEIGHTS	
E	101-42100-321	FIRE CALLS	\$2,381.16	5/09 Fire Calls
	Total	CITY OF FALCON HEIGHTS	\$2,381.16	
Paid Chk#	019744	6/23/2009	EUREKA RECYCLING	
E	203-50000-389	RECYCLING CONTRACTOR	\$2,547.15	5/09 recycling contract
	Total	EUREKA RECYCLING	\$2,547.15	
Paid Chk#	019745	6/23/2009	INTEGRA	
E	101-41200-391	TELEPHONE/PAGERS	\$52.68	5/09 Fax Line
	Total	INTEGRA	\$52.68	
Paid Chk#	019746	6/23/2009	JIMMYS JOHNNYS INC	
E	101-45200-427	PORTA POTTY RENTAL	\$117.24	5/09 park port-a-potty
	Total	JIMMYS JOHNNYS INC	\$117.24	
Paid Chk#	019747	6/23/2009	MCFOA	
E	101-41200-438	DUES & SUBSCRIPTIONS	\$35.00	09 Membership Dues JB
E	101-41200-438	DUES & SUBSCRIPTIONS	\$35.00	09 Membership Dues HB
	Total	MCFOA	\$70.00	
Paid Chk#	019748	6/23/2009	NAPA AUTO PARTS	
E	101-43000-402	CITY TRUCK REPAIR/MAINTEN	\$12.14	5/09 truck parts
	Total	NAPA AUTO PARTS	\$12.14	
Paid Chk#	019749	6/23/2009	NORTH STAR BANK, PETTY	

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

JUNE 2009

			Check Amt	Invoice	Comment
E 101-41200-203	POSTAGE		\$15.96		certified ltrs
E 101-41200-203	POSTAGE		\$5.54		certified ltrs
E 101-41200-331	TRAVEL EXPENSE		\$6.00		HB Parking UofM
E 101-41200-203	POSTAGE		\$6.80		certified ltrs
E 101-41200-203	POSTAGE		\$11.08		certified ltrs
E 101-41200-203	POSTAGE		\$11.20		Park Meeting Notices
E 201-45600-440	MEETING EXPENSES		\$27.00		PCIC Mtg - Pizza
E 101-41200-203	POSTAGE		\$16.62		certified ltrs
Total NORTH STAR BANK, PETTY			\$100.20		
<hr/>					
Paid Chk# 019750 6/23/2009 PUBLIC EMPLOYEES INS PROGRAM					
G 101-21706	HEALTH INSURANCE		\$1,102.16		7/09 Employee Insurance
Total PUBLIC EMPLOYEES INS PROGRAM			\$1,102.16		
<hr/>					
Paid Chk# 019751 6/23/2009 RAMSEY COUNTY, PROP REC & REV					
G 101-21706	HEALTH INSURANCE		\$346.20		6/09 Health Insurance
E 203-50000-327	OTHER SERV- SEWER/NPDES I		\$338.50		1/2 '09 recycling fee
E 101-41200-355	MISC PRINTING/PROCESS SER		\$20.00		6/09 Health Insurance
Total RAMSEY COUNTY, PROP REC & REV			\$704.70		
<hr/>					
Paid Chk# 019752 6/23/2009 ROSEVILLE COMMUNITY BAND					
E 201-45600-369	MUSIC UNDER THE TREES		\$200.00		July MUTT
Total ROSEVILLE COMMUNITY BAND			\$200.00		
<hr/>					
Paid Chk# 019753 6/23/2009 SPRINT PCS					
E 602-49100-391	TELEPHONE/PAGERS		\$16.86		5/09 PW Cell phone
E 101-43000-391	TELEPHONE/PAGERS		\$33.70		5/09 PW Cell phone
E 601-49000-391	TELEPHONE/PAGERS		\$16.86		5/09 PW Cell phone
Total SPRINT PCS			\$67.42		
<hr/>					
Paid Chk# 019754 6/23/2009 SUBURBAN ACE HARDWARE					
E 101-41200-442	MISC		\$2.32		paint brush for cmtg mtg sign
Total SUBURBAN ACE HARDWARE			\$2.32		
<hr/>					
Paid Chk# 019755 6/23/2009 XCEL ENERGY, CITY HALL					
E 101-43000-383	GAS UTILITIES		\$28.28		5/09 CH gas
E 101-43000-381	ELECTRIC		\$91.21		5/09 CH electric
Total XCEL ENERGY, CITY HALL			\$119.49		
<hr/>					
Paid Chk# 019756 6/23/2009 XCEL ENERGY, PARK & GARAGE					
E 101-43000-381	ELECTRIC		\$15.79		5/09 garage & park electric
E 101-45200-381	ELECTRIC		\$15.79		5/09 garage & park electric
E 101-43000-383	GAS UTILITIES		\$23.60		5/09 garage & park gas
E 101-45200-383	GAS UTILITIES		\$23.60		5/09 garage & park gas
Total XCEL ENERGY, PARK & GARAGE			\$78.78		
<hr/>					
Paid Chk# 019757 6/23/2009 XCEL ENERGY, STREET LIGHTING					
E 101-43000-380	STREET LIGHT UTILITY		\$493.44		5/09 Street Lighting

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

JUNE 2009

	Check Amt	Invoice	Comment
Total XCEL ENERGY, STREET LIGHTING	\$493.44		
10100 NORTH STAR CHECKING	\$9,177.43		

Fund Summary

	10100 NORTH STAR CHECKING
101 GENERAL	\$5,852.72
201 COMMUNITY EVENTS	\$227.00
202 COMMUNICATIONS	\$111.00
203 RECYCLING	\$2,885.65
601 SEWER UTILITIES	\$50.53
602 STORM SEWER ENTERPRISE FUND	\$50.53
	<u>\$9,177.43</u>

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u> June 23, 2009 </u>
Special <u> </u>	ITEM NUMBER <u> PCIC Appointment </u>
Public Hearing <u> </u>	STAFF INITIAL <u> Jim </u>
Report <u> </u>	APPROVED BY ADMINISTRATOR <u> </u>
Discussion/Action <u> </u>	
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The following applicant has applied for appointment to the committee:

- 1) Peiju Liu Picard, 1897 Carl Street.

Appointment of this individual would bring the number of members to eight including Kathy Lerfald, Trygve Hansen, Monica Gallagher, Roxanne Grove, Gretel Keene, Bob Milligan, and Kathy Thompson. The PCIC bylaws state that there shall be at least 5 members.

Peiju approached me about joining the committee at Music Under the Trees and completed a volunteer application form. She was recruited by Kathy Thompson, who will soon be leaving the committee because her and husband, Bob, are moving the Mendota Heights.

OPTIONS:

- 1) Appoint Peiju Liu Picard to the Park & Community Involvement Committee.
- 2) Do not appoint Peiju Liu Picard to the Park & Community Involvement Committee.

STAFF RECOMMENDATION:

By approving the consent agenda, you are appointing Peiju Liu Picard to the Park & Community Involvement Committee for a two year term.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651-792-7650

Fax: 651-631-2066

VOLUNTEER APPLICATION

Name: Peiju Liu Picard Phone Number: 651-635-0945
Address: 1897 Carl St. Cell Number: _____
City: Lauderdale State MN Zip: 55113
E-mail: peijup@yahoo.com

AREAS OF INTEREST

Garden Club

Neighborhood Watch

Other

I would like to be appointed to the Park and Community Involvement Committee (PCIC)
- Meets about once/month on 1st or 3rd Mondays at 6:30 p.m. at city hall.

I do not wish to be appointed to the PCIC, but would like to help with the following Special Events:

Snow Commotion

City Wide Garage Sale

Music under the Trees

Day in the Park

Community Run/Walk

Halloween

Please list any special hobbies, skills or talents which you are willing to share

Tea ceremony, Chinese music, photography, Tai Chi, Qigong

If you are seeking an appointment to the PCIC, please provide a short paragraph summarizing why

Recommended by my neighbor Kathy Thompson.

Briefly describe your background, experience and any other information not previously given which you believe should be considered regarding the appointment you are seeking.

I was born & grew up in Taiwan until 1986. I speak fluent Chinese and English. I used to organize events for the places I worked. I'm friendly and willing to work for a healthy & happy community.

Participation Waiver: I, the undersigned, do hereby agree to participate in the aforementioned activity(ies) and I further agree to indemnify and hold the City harmless from and against any and all liability for any injury which may be suffered by the aforementioned individual(s) rising out of, or in any way connected with, his/her participation in this activity. The City periodically takes pictures or video of participants during meetings, special events and programs. Please be aware that these photos or video may be used in the City's brochures, pamphlets or cable presentations. If you or your family members do not want to be photographed or published you must give us written notice.

Peiju Liu Picard
Applicant's Signature

Peiju Liu Picard
Applicant's Name Printed

6/15/09
Date

LAUDERDALE COUNCIL ACTION FORM

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

MEETING DATE <u>June 23, 2009</u>
AGENDA NUMBER <u>5B</u>
DESCRIPTION <u>2009 Rental. License</u>

BACKGROUND OR PAST COUNCIL ACTION
<p>The property owners listed below have successfully completed the rental housing inspection and renewal process for a 2009 rental license.</p> <p>Jendi Properties, LLC, 1786 Walnut Street</p> <p>Rod Borg, 1866 Eustis Street</p>

OPTIONS

STAFF RECOMMENDATION
Approve license for January 1 – December 31, 2009.

COUNCIL ACTION

MOTION BY _____

SECOND _____

STAFF ACTION

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 7A & 9A - Stormwater Ord.

STAFF INITIAL HAB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last meeting, the Council discussed the updates proposed by the city engineer for the stormwater management ordinance. The city attorney has since reviewed and it is ready for final adoption. As always, a public hearing needs to be held in advance of adoption.

OPTIONS:

1. Adopt the ordinance as presented.
2. Amend the ordinance prior to adoption.
3. Do not adopt the ordinance; provide staff direction.

STAFF RECOMMENDATION:

Motion to adopt ordinance 09-02 - An Ordinance Amending Section 8-4 of the Code of Ordinances Regarding Stormwater Management.

COUNCIL ACTION:

CITY OF LAUDERDALE

ORDINANCE NO. 09-02

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 material as follows:

CHAPTER 4

~~STORM WATER~~ STORMWATER MANAGEMENT

SECTION:

- 8-4-1: Statutory Authorization
- 8-4-2: Findings
- 8-4-3: Purpose
- 8-4-4: Definitions
- 8-4-5: Scope And Effect
- 8-4-6: ~~Storm—Water—Management~~ Stormwater Pollution Prevention Plan Approval Procedures
- 8-4-7: Plan Review Procedure
- 8-4-8: Approval Standards
- 8-4-9: Lawn Fertilizer Regulations
- 8-4-10: ~~Penalty~~ Noncompliance and Enforcement Procedures
- 8-4-11: Other Controls
- 8-4-12: Severability

8-4-1: STATUTORY AUTHORIZATION: This Chapter is adopted pursuant to Minnesota Statutes section 462.351.

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.

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 of incompatible activities by regulating land disturbing or development activities that would have an adverse and potentially irreversible impact on water quality and unique and 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.

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 temporary sediment basin water, appropriated surface water or groundwater in order to dry or solidify a construction site.

EROSION:

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

EROSION PREVENTION:

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

FINAL STABILIZATION:

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

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

B. For construction on individual residential lots, one of the following must be completed: (A) complete final stabilization as specified in paragraph (A) above; or (B) establish temporary stabilization including perimeter controls for the individual lot

prior to occupation of the structure. If temporary stabilization is completed by someone who is not the owner of the property, the owner of the property must be informed in writing of the need for and the benefits of final stabilization;

C. All sediment must be cleaned out from conveyances and from temporary sedimentation basins that are to be used as permanent water quality management basins. Sediment must be stabilized to prevent it from washing back into the basin, conveyances or drainage ways or discharging off-site or to surface waters. The cleanout of permanent basins must be sufficient to return the basin to design capacity. All drainage ditches constructed to drain water from the site after construction is complete must be stabilized to preclude erosion; and

D. All temporary synthetic and structural erosion prevention and sediment control best management practices (such as silt fences) must be removed as part of the final stabilization on the site.

FLOOD FRINGE:

The portion of the flood plain outside of the floodway.

FLOOD PLAIN:

The areas adjoining a watercourse or water basin that have been or may be covered by a regional flood.

FLOODWAY:

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.

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. An area is not considered to be stabilized if grass seed is applied.

STORMWATER POLLUTION PREVENTION PLAN:

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 possible.

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 or 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.

8-4-5: SCOPE AND EFFECT:

A. Applicability: Every applicant for a building permit, subdivision approval, or a land disturbance permit ~~to allow land disturbing activities~~ that will disturb one acre or more of land must submit a ~~storm water management~~ stormwater pollution prevention plan to the Zoning Administrator and/or the Building Inspector. A person performing an activity that will disturb less than one acre of land that is being performed in connection with a building permit or grading permit that is issued by the City is not required to submit a stormwater pollution prevention plan but must adhere to the requirements set forth in subdivision 8-4-8, A-I of this Chapter. No building permit, subdivision approval, or permit to allow land disturbing activities shall be issued until approval of the ~~storm water management~~ stormwater pollution prevention 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.

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;
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 this Chapter will involve an unnecessary 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.

8-4-6: STORM WATER MANAGEMENT STORMWATER POLLUTION PREVENTION PLAN APPROVAL PROCEDURES:

A. Application: A written application for ~~storm water management~~ stormwater pollution prevention plan approval, along with the proposed ~~storm water management~~ stormwater 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-water management~~ stormwater pollution prevention plan, an applicant may have the ~~storm-water management~~ stormwater 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').

B. ~~Storm-Water-Management~~ Stormwater Pollution Prevention Plan: At a minimum, the ~~storm-water-management~~ stormwater pollution prevention plan shall contain the following information:

1. Existing Site Map: A map of existing site conditions showing the site and immediately adjacent areas, including:
 - 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');
 - 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~~ stormwater drainage systems and natural drainage patterns on and immediately adjacent to the site delineating in which direction and at what rate ~~storm-water~~ stormwater 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~~ stormwater collects;

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~~ stormwater will be conveyed from the site and setting forth the areas of the site where ~~storm water~~ stormwater 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.

8-4-7: PLAN REVIEW PROCEDURE:

- A. Process: ~~Storm water management~~ Stormwater 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. The Commission shall recommend approval, recommend approval with conditions or recommend denial of the ~~storm water management~~ stormwater pollution prevention plan. Following the Planning Commission action, the ~~storm water management~~ stormwater pollution prevention plan shall be submitted to the City Council at its next available meeting. City Council action on the ~~storm water management~~ stormwater pollution prevention plan must be accomplished within one hundred twenty (120) days following the date the application for approval is filed with the Zoning Administrator.

- B. Duration: Approval of a plan submitted under the provisions of this Chapter shall expire one year after the date of approval unless construction has commenced in accordance with the plan. However, if prior to the expiration of the approval, the applicant makes a written request to the Zoning Administrator for an extension of time to commence construction setting forth the reasons for the requested extension, the Zoning Administrator may grant an extension of not greater than one single year. Receipt of any request for an extension shall be acknowledged by the Zoning Administrator within fifteen (15) days. The Zoning Administrator shall make a decision on the extension within thirty (30) days of the receipt. Any plan may be revised in the same manner as originally approved.
- C. Conditions: A ~~storm water management~~ stormwater pollution prevention plan may be approved subject to compliance with conditions reasonable and necessary to ensure that the requirements contained in this Chapter are met. Such conditions may, among other matters, limit the size, kind or character of the proposed development, require the construction of structures, drainage facilities, storage basins and other facilities, require replacement of vegetation, establish required monitoring procedures, stage the work over time, require alteration of the site design to ensure buffering, and require the conveyance to the City or other public entity of certain lands or interests therein.

- D. Performance Bond: Prior to approval of any ~~storm-water management~~ stormwater pollution prevention plan, the applicant shall submit an agreement to construct such required physical improvements, to dedicate property or easements, or to comply with such conditions as may have been agreed to. Such agreement shall be accompanied by a bond to cover the amount of the established cost of complying with the agreement.

The agreement and bond shall guarantee completion and compliance with conditions within a specific time, which time may be extended in accordance with subsection B of this Section.

The adequacy, conditions and acceptability of any agreement and bond shall be determined by the City Council or any official of the City as may be designated by the City Council.

- E. Fees: All applications for ~~storm-water management~~ stormwater pollution prevention plan approval shall be accompanied by a processing and approval fee, to be established by Council resolution.

8-4-8: APPROVAL STANDARDS:

- A. No ~~storm-water management~~ stormwater 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 publications "Protecting Water Quality in Urban Areas" and "Minnesota Stormwater Manual" and the Metropolitan Council publication: "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, or receiving channels, or a wetlands. All dewatering must comply with the Minnesota Pollution Control Agency NPDES General

Construction Site Storm-water 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. Waste and building materials must be disposed of in compliance with any disposal requirements set forth by the Minnesota Pollution Control Agency or other state or federal government agency.
- ~~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.~~
- D. Hazardous Materials: Oil, gasoline, paint and any hazardous substances must be properly stored, including secondary containment, in order to prevent spills, leaks or other discharge. Measures must be taken to restrict access to storage areas in order to prevent vandalism. Storage and disposal of hazardous waste must be in compliance with Minnesota Pollution Control Agency requirements and regulations.
- ~~E. 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 in Urban Areas"~~
- E. Liquid Waste: All non-stormwater discharges (wastewater from concrete truck and other vehicle washing, maintenance spills, etc.) conducted during the construction activity shall not be discharged to the storm sewer system, wetlands, natural drainageways, or waters of the state and must comply with the Minnesota Pollution Control Agency NPDES General Construction Site Storm-water Permit.
- F. Site Erosion Control: The following criteria

~~(subsection F1 through F4 of this Section) apply only to construction activities that result in runoff leaving the site.:~~

1. Channelized runoff from adjacent areas passing through the site shall be diverted around disturbed areas, if practical. Otherwise, the channel shall be protected as described below. Sheetflow runoff from adjacent areas greater than ten thousand (10,000) square feet in area shall also be diverted around disturbed areas, unless shown to have resultant runoff rates of less than 0.5 feet cubed/second across the disturbed area for the one year storm. Diverted runoff shall be conveyed in a manner that will not erode the conveyance and receiving channels. Sediment control is required along channel edges to reduce sediment reaching the channel.

2. All activities on the site shall be conducted in a logical sequence to minimize the area of bare soil exposed at any one time and to the extent feasible conform to the natural limitations presented by the topography and soils in order to create the best potential for preventing soil erosion.

~~a. 3. All disturbed ground left inactive for fourteen or more days shall be stabilized by seeding or sodding (only available prior to September 15) or by mulching or covering or other equivalent control measure must be stabilized using the methods and timeframes listed in the Minnesota Pollution Control Agency NPDES General Construction Site Storm-water Permit.~~

~~b. For sites 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 sedimentation basins shall be constructed. Each sedimentation basin shall have a surface area of at least one percent (1%) of the area draining to the basin and at least three feet (3') of depth and constructed in accordance with accepted design specifications. Sediment shall be removed to maintain a dept of three feet (3'). The basin discharge rate shall also be~~

sufficiently low as to not cause erosion along the discharge channel or the receiving water.

e. 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 sideslope and downslope sides of the site. If 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 F2c 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.

4. The normal wetted perimeter of a temporary or permanent drainage ditch must be stabilized within the timeframe identified in the Minnesota Pollution Control Agency NPDES General Construction Site Storm-water Permit.

5. Pipe outlets must have temporary or permanent energy dissipation installed within the timeframe identified in the Minnesota Pollution Control Agency NPDES General Construction Site Storm-water Permit.
6. Whenever possible, natural vegetation shall be retained and protected.

G. Site Sediment Control:

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 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.

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. Hay bales are not considered an acceptable BMP for inlet protection.

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.

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.

G. J. Storm Water Management Stormwater Pollution Prevention Criteria for Permanent Facilities:

1. An applicant shall install or construct, on or for the proposed land disturbing or development activity, all storm water 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.

~~2.~~ 3. The applicant shall comply with the runoff volume requirements identified in the City's Local Surface Water Management Plan ~~give consideration to reducing the need for stormwater 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.~~

~~3.~~ 4. The following ~~storm-water~~ stormwater management practices shall be investigated in developing a ~~storm-water management~~ stormwater ~~pollution prevention plan~~ in the following descending order of preference:

a. Natural infiltration of precipitation on site;

b. Flow attenuation by use of open vegetative swales and natural depressions;

c. ~~Storm-water~~ Stormwater retention facilities; and

d. ~~Storm-water~~ Stormwater detention facilities.

~~4.~~ 5. A combination of successive practices may be used to achieve the applicable minimum control requirement specified in subsection G1 of this Section. Justification shall be provided by the applicant for the method selected.

H. K. Design Standards: ~~Storm-water~~ Stormwater

detention facilities constructed in the City shall be designed according to the most current technology as reflected in the MPCA Minnesota Pollution Control Agency's publications "Protecting Water Quality in Urban Areas", and 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:

- ~~1.~~ 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;
- ~~2.~~ 1. An average permanent pool depth of four to ten feet (4-10'). A minimum pond depth of four feet and a maximum pond depth of 10 feet;
- ~~3.~~ 2. A permanent pool length-to-width ratio of three to one (3:1) or greater;
- ~~4.~~ 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);
- ~~6.~~ 4. All storm-water stormwater detention facilities shall have a device to keep oil, grease, and other floatable material from moving downstream as a result of normal operations are required to have skimming as identified in the City's Local Surface Water Management Plan.
- ~~7.~~ Storm water detention facilities for new development must be sufficient to limit peak flows in each subwatershed 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;~~

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

I. L. Wetlands:

1. Runoff shall not be discharged directly into wetland without presettlement of the runoff.
2. A protective buffer of natural vegetation at least ~~one rod (16.5 feet)~~ 25 feet in width shall surround all wetlands.
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~~ of 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".

- J- M. Steep Slopes: No land disturbing or development activities shall be allowed on slopes of eighteen percent (18%) or more.
- K- N. Catch Basins: A number of newly installed and rehabilitated catch basins shall be provided at key locations with a sump area for the collection of coarse-grained material. Such basins shall be cleaned at least one a year or more often if so determined by the City's periodic inspections.
- L- O. Drain Leaders: All newly constructed and reconstructed buildings will route drain leaders to pervious areas wherein 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.
- M- 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.
- N- Q. Inspection and Maintenance. All ~~storm water~~ stormwater management facilities shall be designed to minimize the need of maintenance, to provide access for maintenance purposes and to be structurally sound. All new stormwater facilities must be surveyed so that as-built drawings may be created as identified in the City's Local Surface Water Management Plan. All ~~storm water~~ stormwater management facilities shall follow the operation and maintenance requirements presented in ~~Lauderdale's SWMP~~ the City's Local Surface Water Management Plan to ensure continued effective removal of pollutants carried in ~~storm water~~ stormwater runoff. The Director of Public Works, or designated

representative, shall ~~impact~~ inspect all ~~storm water~~ 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 ~~storm water~~ stormwater management facilities for inspection and maintenance purposes.

Q. R. Models/Methodologies/Computations: Hydrologic models and design methodologies used for the determination of runoff and analysis of ~~storm water~~ stormwater management structures shall be approved by the Public Works Coordinator. Plans, specifications and computations for ~~storm water~~ 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.

P. S. Watershed Management Plans/Groundwater Management Plans: ~~Storm water management~~ 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.

Q. T. Easements: If a ~~storm water management~~ stormwater pollution prevention plan involves direction of 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.

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 ~~storm-water~~ 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 ~~one rod (16.5)~~ 25 feet of any wetland or water resource.

8-5-10: PENALTY NONCOMPLIANCE AND ENFORCEMENT PROCEDURES:
~~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.~~

- A. Notice of Noncompliance: If the City finds that the work on the site is not being performed in conformance with this Section and the submitted Stormwater Pollution Prevention Plan, it shall issue a written notice of noncompliance to the applicant that states the corrective measures to be taken.
- B. Stop Work Order: If the corrective measures

identified in the notice of noncompliance are not completed by the time period set forth in the notice, the Public Works Coordinator or his or her designee may issue an order for the City to stop all inspections required for land use or building permit approvals for the site until all corrective actions identified in the notice are completed. The applicant must notify the Public Works Coordinator upon completion of all corrective actions. Once the Public Works Coordinator has verified that all corrective actions required have been taken, he or she shall inform the City and the City may resume inspections on the site.

- C. Action Against the Financial Security: If the corrective action identified in the notice of noncompliance is not completed within the time specified, the City may act against the financial security. The City may use the funds from the financial security to reimburse itself for any costs incurred in taking corrective action or performing remedial work to bring the site into compliance.
- D. Emergency Action. If circumstances exist such that noncompliance with this Chapter poses an immediate danger to the public health, safety or welfare, as determined by the City, the City may take emergency preventative action on the site. Prior to taking emergency preventative action, the City must make a reasonable attempt to contact and direct the applicant to take the necessary action.
- E. Suspension or Revocation of a Land Disturbance Permit, Grading Permit or Building Permit: The City may revoke or suspend a land disturbance permit, grading permit or building permit whenever the actions contained in the notice of noncompliance are not taken within the time specified. The City must notify the applicant of the suspension or revocation in writing. The applicant may appeal the permit suspension or revocation to the City Council within 10 days of the date of the suspension or revocation notice.

F. Penalty: Any person convicted of violating any provision of this Chapter shall be guilty of a misdemeanor and shall be subject to a fine or imprisonment as specified by state statute. Such penalty may be imposed in addition to any other enforcement action taken by the City.

8-4-11: 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.

8-4-12: 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.

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 Butkowski, City Administrator

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

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 9B - Stormwater Ord. Res.

STAFF INITIAL AAB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Because of the length of the updated stormwater management ordinance, the Council, by 4/5th vote, may publish the ordinance by title and summary

OPTIONS:

1. Adopt the resolution as presented.
2. Amend the resolution prior to adoption.
3. Do not adopt the resolution and staff will publish the entire text of the ordinance.

STAFF RECOMMENDATION:

Motion to adopt resolution 0623A - A Resolution Authorizing Publication of Ordinance No. 09-02 by Title and Summary.

COUNCIL ACTION:

RESOLUTION NO. 062309A

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 25 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, Regarding Stormwater Management. The ordinance amends the City's existing stormwater requirements. Several definitions have been added to the ordinance. All references to "storm water management plan" in the ordinance have been changed to "stormwater pollution prevention plan." The ordinance also requires that every applicant for a building permit, subdivision approval, or a land disturbance permit that will disturb one acre or more of land to submit a stormwater pollution prevention plan to the City. A person performing an activity that will disturb less than one acre of land that is being performed in connection with a building permit or grading permit that issued by the City is not required to submit a plan but must adhere to certain requirements in the ordinance. The

ordinance changes the site dewatering requirements, hazardous materials requirements, liquid waste requirements and site erosion control requirements. The permanent stormwater facilities requirements in the ordinance have also been amended. The wetland buffer width requirement has been changed from 1 rod (16.5 feet) to 25 feet. The ordinance sets forth noncompliance and 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 keep 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

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 9C - Absentee Ballot Board

STAFF INITIAL AAB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff briefly mentioned the need to establish an absentee ballot board earlier this year. At our annual election training on Wednesday, Ramsey County Elections Manager Joe Mansky declared they are "mandatory" for all Ramsey County cities. Since there is no time like the present to get things done, I prepared a resolution creating the absentee ballot board. Joe reviewed it as well.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 062309B - A Resolution Establishing an Absentee Ballot Board within the City of Lauderdale.

COUNCIL ACTION:

RESOLUTION NO. 062309B

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

**ESTABLISHING AN ABSENTEE BALLOT BOARD
WITHIN THE CITY OF LAUDERDALE**

WHEREAS, the City of Lauderdale conducts general and special elections for the residents of Lauderdale; and

WHEREAS, the increasing number of absentee voters makes it necessary to have an absentee ballot board to evaluate absentee ballots prior to Election Day; and

WHEREAS, by state law an absentee ballot board is authorized to examine each return envelope submitted by an eligible voter during the 30 days prior to the election and until 3:00 p.m. on election day and mark as "accepted" all that meet the legal requirements.

NOW, THEREFORE BE IT RESOLVED, an absentee ballot board is hereby authorized for the City of Lauderdale, as provided in Minnesota Statutes 203B.13, subdivision 1, and the city clerk and deputy city clerk are authorized to employ a suitable number of election judges to serve on the board.

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

ss

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

ADOPTED by the City Council of Lauderdale this 23rd day of June, 2009.

Jeff Dains, Mayor

ATTEST:

Heather Butkowski
City Administrator

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 9D - Even Year Elections

STAFF INITIAL HAY

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council briefly discussed moving the city elections to even years as a way to save money. The Council may shorten or lengthen terms during this transition. The draft ordinance (attached) would extend the terms of those elected in 2007 by one year and those elected this year would have a five-year term. If this is the direction the Council would like to go, I will have the city attorney review the draft. After that it may be adopted.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CITY OF LAUDERDALE

ORDINANCE NO. 09-0X

An Ordinance Amending Section 1-6 of the Code of Ordinances Regarding Elections.

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 6

ELECTIONS

SECTION:

1-6-1: City Elections

1-6-2: Extension of Terms

1-6-23: Registration System Adopted

1-6-34: Voter Registration Required

1-6-1: CITY ELECTIONS:

The regular City elections shall be held on the first Tuesday after the first Monday in November in ~~each odd-numbered year~~ every even numbered year. (Ord. 80, 1-10-1984, amended July 2009)

1-6-2: EXTENSION OF TERMS:

The term of the Mayor elected in 2009 shall be extended one year so that the seat will be up for election in 2012 rather than in 2011. The terms of the two councilors elected in 2009 shall be extended one year so that the seats will be up for re-election in 2014 rather than in 2013. The terms of the two councilors elected in 2007 shall be extended one year so that the seats will be up for re-election in 2012 rather than in 2011 in accordance with the provisions of Minnesota Statute section 205.07.

1-6-23: REGISTRATION SYSTEM ADOPTED:

The system for the permanent registration of voters, provided for by the Minnesota Statutes, chapter 201, is hereby adopted for the City. (Ord. 57, 5-1-1969)

1-6-34: VOTER REGISTRATION REQUIRED:

The City of Lauderdale
City Council
Ordinance No. 09-0X
Adopted this 10th day of
September, 2009.

No person shall be permitted to vote at any election held in the City unless he shall have registered, as provided in said Act. (Ord. 47, 5-1-1969)

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

Adopted by the city council of the city of Lauderdale this Xrd day of July, 2009.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review this Xth day of July, 2009.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 9E - TH280 Bridge Lights

STAFF INITIAL AAJ

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council is being asked to approve the shop drawings of the pedestrian lights for the new TH280 Bridge. As I mentioned in the Friday Report, this would usually be the responsibility of the city engineer, but our contracted engineers have no insight into St. Paul's lighting standards and system. Instead, I received word from St. Paul's city engineer that the shop drawings match what they are able to maintain for Lauderdale based upon the agreement signed recently.

OPTIONS:

STAFF RECOMMENDATION:

Motion to approve the shop drawings for the pedestrian lights for the TH280/Larpentour Avenue bridge as presented.

COUNCIL ACTION:

Heather Butkowski

From: Paul St Martin [Paul.St.Martin@ci.stpaul.mn.us]
Sent: Thursday, June 11, 2009 1:36 PM
To: Heather Butkowski; Brian Vitek
Subject: Re: 280 Lighting

Heather

City of St. Paul completed review of shop drawings for the street lighting to be installed on the Larpenteur Bridges and the shop drawings conform to the lights that the City of St. Paul operates and maintains within St. Paul. We will be able to maintain these lights as per our maintenance agreement.

Let me know if you need further information.

Paul St. Martin P.E.
Assistant City Engineer
Traffic and Lighting Division
St. Paul Department of Public Works
800 City Hall Annex
25 West 4th Street
St. Paul, MN 55102
Telephone # 651-266-6118
Fax # 651-298-4559
paul.st.martin@ci.stpaul.mn.us
Heather



Minnesota Department of Transportation

Metro Division Construction

3485 Hadley Avenue North
Oakdale, MN 55128

Office Tel: (651)366-4300

Fax: (651)366-4323

~~Brian Vitek~~

City of St. Paul Traffic
800 City Hall Annex
25 W 4th Street
St. Paul, MN 55102

*Heather Budkowski
City of Lauderdale
1891 Walnut St.
Lauderdale, MN 55113*

Brian:

Lunda Construction Company has sent Mn/DOT shop drawings for Lighting items for SP 6241-51 TH 280 and Larpenteur Interchange. Please review and send back to me 4 copies of shop drawings.

If you have any questions feel free to contact me at 651-366-4303

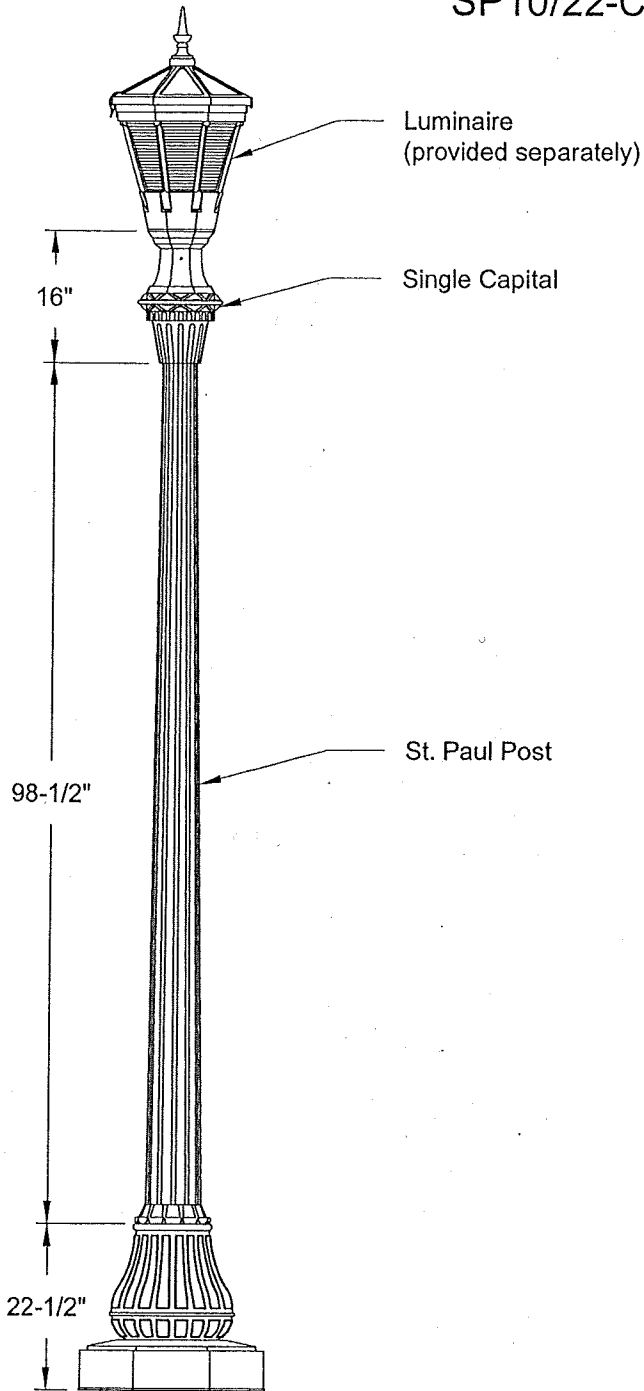
Thank You,

A handwritten signature in cursive script that reads 'Eric Rustad'.

Eric L. Rustad
Project Engineer
Mn/DOT Metro Division Construction
651-366-4303
eric.rustad@dot.state.mn.us

ST PAUL

Single Lantern Style Light Standard SP10/22-CA/BR



Specifications

DESCRIPTION

The lighting post shall be all cast aluminum, one piece construction, consisting of a 12 flute pattern shaft, and a classic octagonal and belled base. The name of the City of St Paul, and the year delivered, shall be cast on to the base of the pole.

MATERIALS

The pole material shall be heavy wall cast aluminum, formed true to the pattern with complete detail. All hardware shall be tamper resistant stainless steel. Anchor bolts to be hot dipped galvanized.

DIMENSIONS

The post shall be 135" in height with a 22-1/4" octagonal base. The pole shaft shall taper from 6.5" diameter at the base, to 4" diameter at the top. A 4" diameter by 1'-2" straight tenon section shall be at the top of the shaft.

INSTALLATION

The post shall be provided for use with four 1" diameter by 40" long L - type anchor bolts to be installed on a 15" diameter bolt circle. An access door shall be provided in the base for securing anchor bolts and for wiring access. A 3/8" grounding lug with two nuts and washers shall be provided inside the base opposite the door for easy access.

FINISH

The post shall be shipped prefinished with first a primer, then the equivalent of two finish coats of paint. Finish color is to match customer color sample of either brown or green.

ARCHITECTURAL OUTDOOR ORDER #:

TYPE:

DRAWING NO: US-1237A

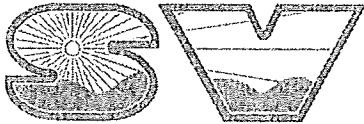
THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE APPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED.

THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.


HOLOPHANE[®]
LEADER IN LIGHTING SOLUTIONS
An *Security Brands Company*
214 OAKWOOD AVENUE - NEWARK, OHIO 43055

SCALE: N/A
DRAWN: RAF
APP'D:
DATE: 06-21-04

sun valley
LIGHTING



The Lighting Tradition

CUSTOMER APPROVAL:

X _____ DATE: _____

A signed approval will be required with the released order

CS-3858

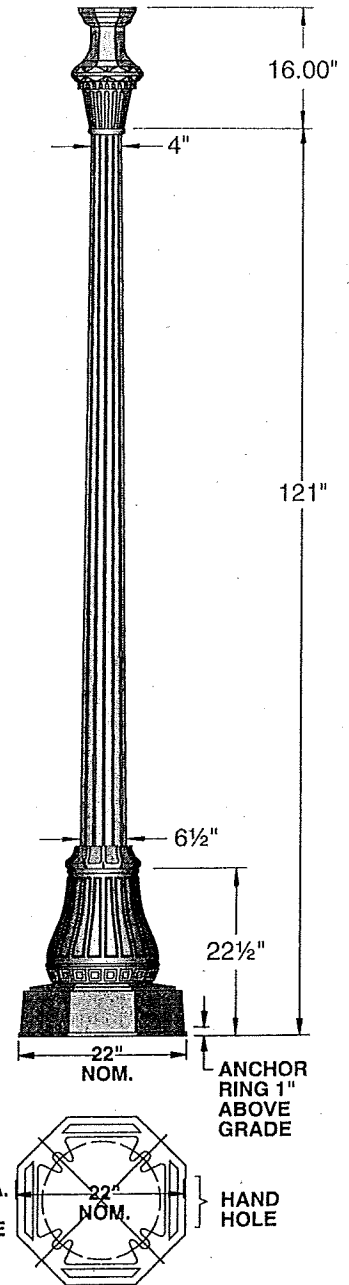
SPECIFICATIONS:

SHAFT: ONE PIECE ROUND TAPERED, CORROSION RESISTANT CAST ALUMINUM CONSTRUCTION, POLE SHAFT CONSISTS OF 12 EVENLY SPACED VERTICAL FLUTES EXTENDING THE ENTIRE LENGTH OF THE SHAFT. SHAFT HAS 6½" BUTT TAPERING TO 4" TOP.

BASE: ONE PIECE CORROSION RESISTANT, DURABLE CAST ALUMINUM CONSTRUCTION. MINIMUM .275 WALL THICKNESS. BASE CONSISTS OF AN OCTAGONAL BOTTOM SECTION AND A DECORATIVE TAPERED FLUTED SECTION, CONSISTING OF EVENLY SPACED 1" WIDE RAISED VERTICAL FLUTES. BASE IS PROVIDED WITH A CONTOURED, FLUTED FLUSH HAND HOLE COVER AND A DECORATIVE CAST ALUMINUM COLLAR. HAND HOLE COVER SUPPLIED WITH TAMPER RESISTANT HARDWARE. GROUNDING LUG PROVIDED INSIDE BASE OPPOSITE HAND HOLE.

ANCHORAGE: (BY OTHERS)

FINISH: ELECTROSTATICALLY APPLIED BAKED ON TEXTURED ACRYLIC ENAMEL.
(COLOR: ST. PAUL BROWN OR ST. PAUL GREEN - SPECIFY)

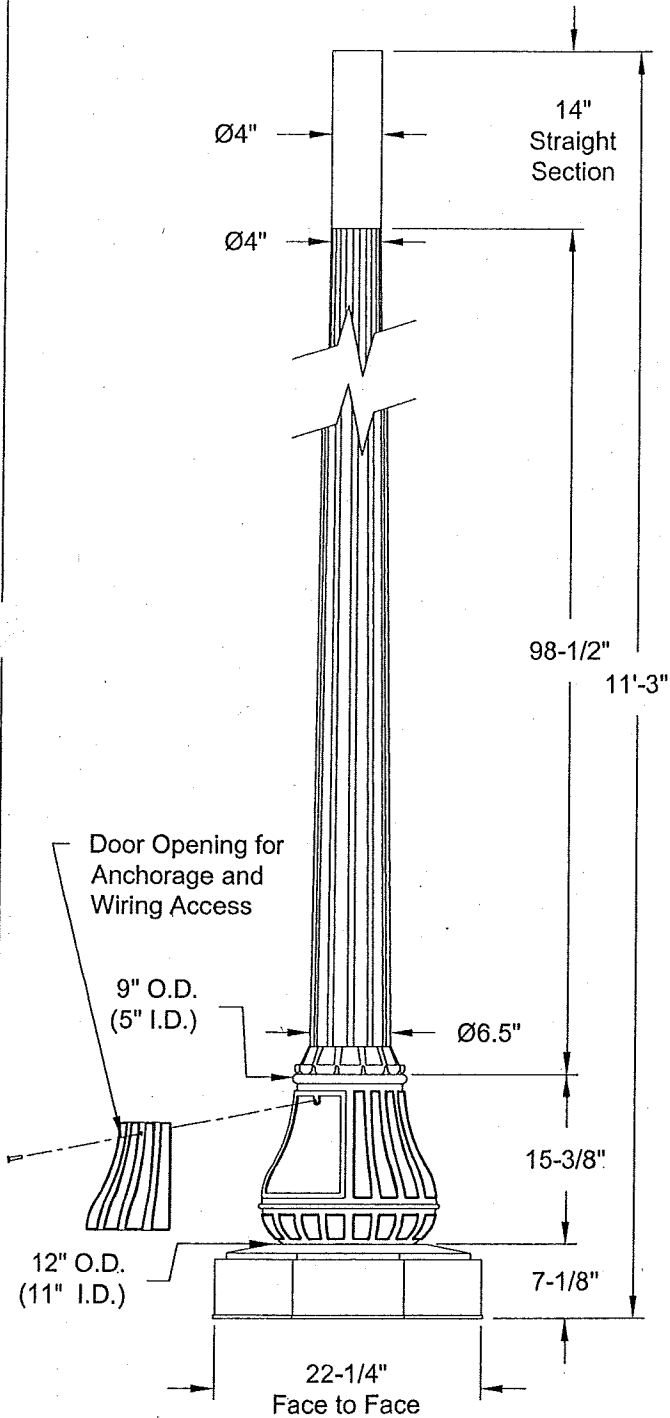


SCALE: 1/2" = 1'-0"

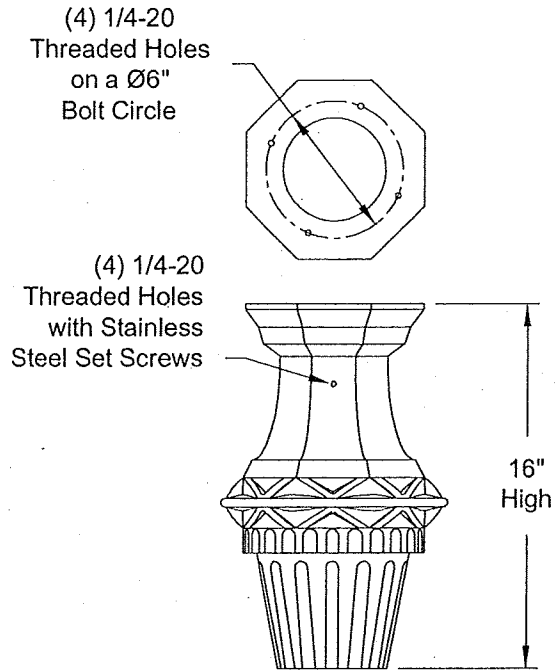
ST PAUL

Single Lantern Style Light Standard

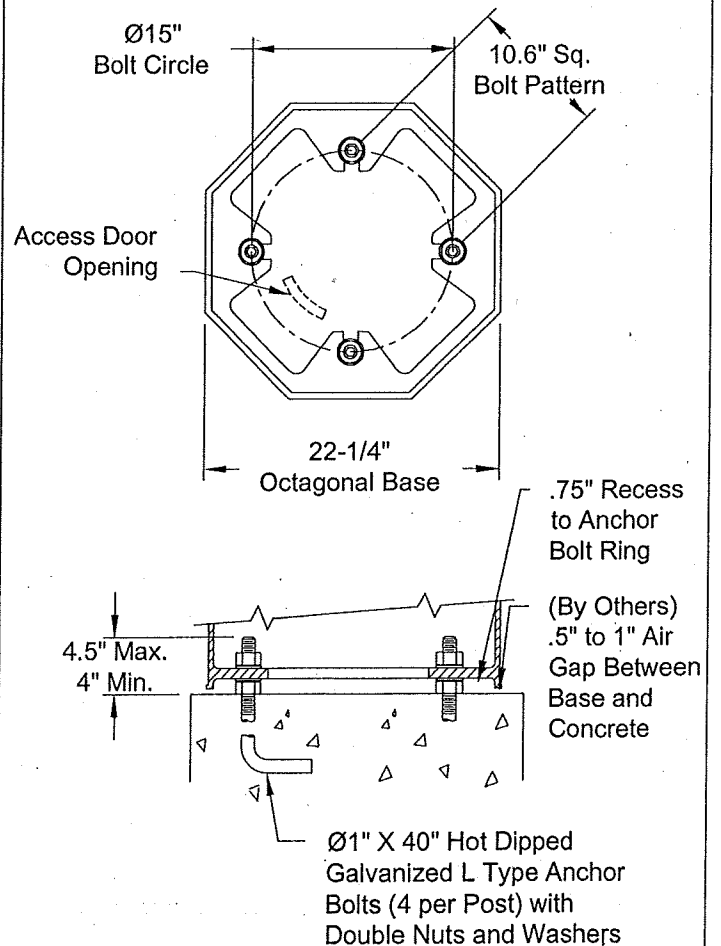
POST DETAIL

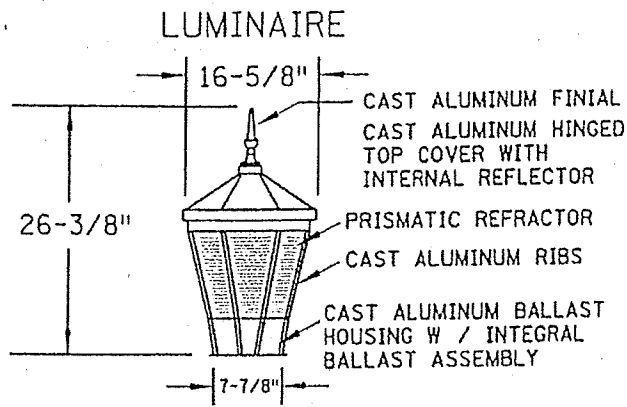


CAPITAL GUIDE



ANCHORAGE DETAIL





PILLAR MOUNTED
SINGLE LANTERN STYLE
LIGHT STANDARD-TYPE L-4

St. Paul Series Postop Luminaire

SUN VALLEY LIGHTING
SERIES LUMINAIRE

LUMINAIRE ORDERING INFORMATION
BALLAST TYPE...070HP
VOLTAGE... 12=120 VOLT

COLOR ST. PAUL BROWN WITH SPECIAL
FINISH ON TOP COVER AND
FINIAL TO MATCH AGED COPPER.
OPTICS GLASS
OPTICS TYPE... TYPE 3
IES TYPE III DISTRIBUTION

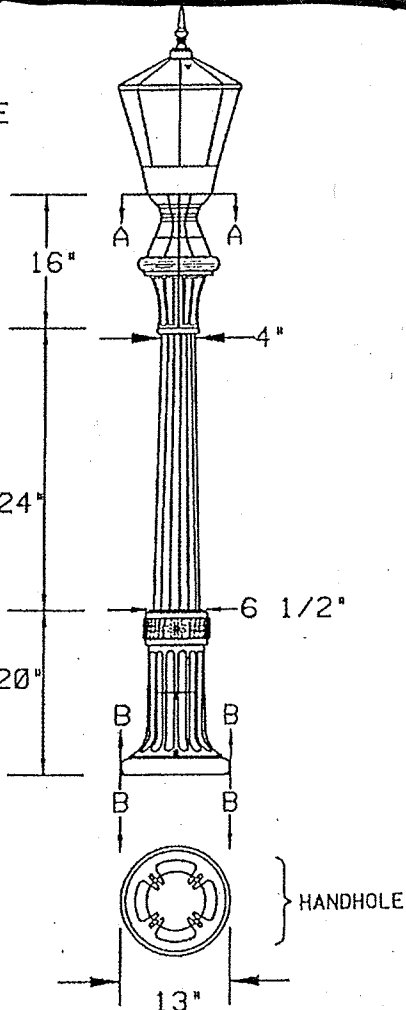
100 WATT HIGH
PRESSURE SODIUM
LUMINAIRE

LUMINAIRE

CAPITAL

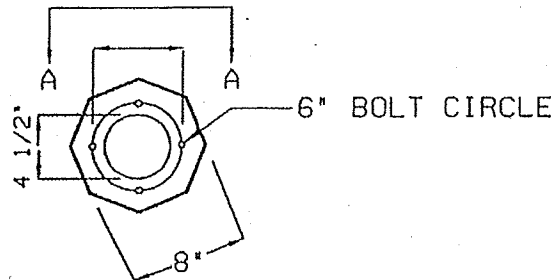
SHAFT

BASE



SLOTS FOR 3/4" BOLTS
ON 7" BOLT CIRCLE

CAPITAL TOP



SPECIFICATIONS:

SUN VALLEY LIGHTING

SHAFT: ONE PIECE ROUND TAPERED, CORROSION RESISTANT CAST ALUMINUM CONSTRUCTION, POLE SHAFT CONSISTS OF 12 EVENLY SPACED VERTICAL FLUTES EXTENDING THE ENTIRE LENGTH OF THE SHAFT. SHAFT HAS 6.5" BUTT TAPERING TO A 4" TOP.

BASE: ONE PIECE CORROSION RESISTANT, DURABLE CAST ALUMINUM CONSTRUCTION. MINIMUM .275 WALL THICKNESS. A DECORATIVE TAPERED FLUTED SECTION, CONSISTING OF EVENLY SPACED 1" WIDE RAISED VERTICAL FLUTES. BASE IS PROVIDED WITH A CONTOURED, FLUTED FLUSH HAND HOLE COVER AND A DECORATIVE CAST ALUMINUM COLLAR. HAND HOLE COVER SUPPLIED WITH TAMPER RESISTANT HARDWARE. GROUNDING LUG PROVIDED INSIDE BASE OPPOSITE HAND HOLE

ANCHORAGE: (BY OTHERS)

FINISH: ELECTROSTATICALLY APPLIED BAKED ON TEXTURED ACRYLIC ENAMEL. (COLOR - ST. PAUL BROWN)

REVISIONS

CERTIFIED BY

Michael P. Lubinsky
LICENSED PROFESSIONAL ENGINEER

LIC. NO. 19863

DA

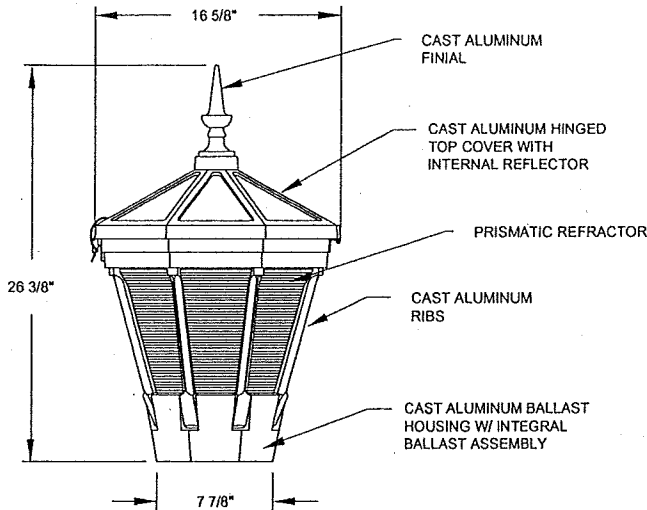
NS CKD BY: GB DATE:

St. Paul Series Postop Luminaire

Octagonal Style Casting

MAXIMUM WEIGHT - 55 lbs

MAXIMUM EFFECTIVE PROJECTED AREA - 1.4 sq. ft.



ORDERING INFORMATION

EXAMPLE: **USTPO 070HP 12 B G 3**
USTPO

BALLAST TYPE (MOGUL BASE)
070HP = 70W HPS
100HP = 100W HPS
15AHP = 150W 55V HPS

VOLTAGE
12 = 120 VOLT

HOUSING FINISH COLOR
B = BLACK PAINT FINISH, WITH SPECIAL FINISH ON TOP COVER AND FINIAL TO MATCH AGED COPPER

OPTICS
G = GLASS

OPTICAL TYPE
3 = IES TYPE III DISTRIBUTION

SPECIAL OPTIONS
BLACK FINISH ON CAST ALUMINUM BALLAST HOUSING AND ON CAST ALUMINUM RIBS.
ASYMMETRIC GLASS REFRACTOR.
SPECIAL FINISH ON FINIAL AND TOP COVER TO MATCH AGED COPPER.
SPECIAL MOUNTING OPTION FOR ST. PAUL CAPITAL.
SOCKET GASKET.

Specifications

GENERAL DESCRIPTION

This octagonal luminaire, while reminiscent of the eight sided streetlighting lanterns of the 1920's, utilizes a precision optical system to maximize post spacings while maintaining uniform illumination.

OPTICAL SYSTEM

The optical system consists of a precisely molded refractor operating in conjunction with a formed anodized aluminum reflector located in the top cover. Positive pressure from three coiled springs backing the reflector and gaskets at the top and bottom of the refractor create a sealed optical compartment. Refractors designed to provide an I. E. S. Type III distribution are available molded from thermal resistant borosilicate glass and acrylic or polycarbonate plastic. Type V refractors are available in acrylic or polycarbonate only.

LUMINAIRE HOUSING

The luminaire housing, cast of copper free aluminum, consists of an octagonal top ring and octagonal base connected by eight vertical mullions that visually divide the refractor into eight individual panes. The base is designed to mount on a 7" capital, secured by four stainless steel screws.

TOP COVER

The octagonal top cover, cast of copper free aluminum, is attached to the top ring by a painted stainless steel piano hinge and latched with an overcenter positive action stainless steel latch.

ELECTRICAL ASSEMBLY

The electrical assembly consists of an easily removable galvanized steel plate which holds both the ballast components and a nickel plated lamp grip socket positioned by a socket strap at the correct light center position of the refractor.

BALLAST

(Refer to Ballast Data Sheet for specific operation characteristics)

120 volt High Pressure Sodium (HPS) ballasts are High Power Factor Reactor type. All other HPS ballast are High Power Factor Autotransformer type.

INSTALLATION

Refer to the instruction manual provided with each luminaire as to the specific method of wiring and mounting the luminaire.

ARCHITECTURAL OUTDOOR ORDER #:

TYPE:

DRAWING NO: US-1122

THIS DRAWING, WHEN APPROVED, SHALL BECOME THE COMPLETE SPECIFICATION FOR THE MATERIAL TO BE FURNISHED BY HOLOPHANE ON THE ORDER NOTED ABOVE. A UNIT OF SIMILAR DESIGN MAY BE SUPPLIED, BUT ONLY AFTER APPROVAL BY THE CUSTOMER IN WRITING. ON POLE ORDERS AN ANCHOR BOLT TEMPLATE PRINT WILL BE SUPPLIED WITH EACH ANCHOR BOLT ORDER TO MATCH THE POLE PROVIDED.

THIS PRINT IS THE PROPERTY OF HOLOPHANE AND IS LOANED SUBJECT TO RETURN UPON DEMAND AND UPON EXPRESS CONDITION THAT IT WILL NOT BE USED DIRECTLY OR INDIRECTLY IN ANY WAY DETRIMENTAL TO OUR INTERESTS, AND ONLY IN CONNECTION WITH MATERIAL FURNISHED BY HOLOPHANE.


HOLOPHANE
LEADER IN LIGHTING SOLUTIONS
An Acuity Brands Company

214 OAKWOOD AVENUE - NEWARK, OHIO 43055

SCALE: N/A
DRAWN: RAF
APP'D:
DATE: 08-12-02

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 9F-Roseville Sewer Conn.

STAFF INITIAL AAB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The sanitary sewer agreement between Roseville and Lauderdale is ready for Council approval. The city attorneys have reviewed the document and they feel it meets the needs and expectations of both cities. It will need final approval from the Met Council. We still may need to make changes to our comp plan sewer plan. The sewer line work would be done in September.

OPTIONS:

Approve the Joint Powers Agreement for the PaCal Sanitary Sewer Line as presented.
Do not approve the Joint Powers Agreement for the PaCal Sanitary Sewer Line as presented.

STAFF RECOMMENDATION:

Motion to approve the Joint Powers Agreement for the PaCal Sanitary Sewer Line as presented.

COUNCIL ACTION:

**JOINT POWERS AGREEMENT
PACAL SANITARY SEWER LINE**

This Joint Powers Agreement (the "Agreement") is made by and between the city of Roseville ("Roseville"), a municipal corporation under the laws of Minnesota, and the city of Lauderdale ("Lauderdale"), a municipal corporation under the laws of Minnesota.

RECITALS

WHEREAS, Roseville presently maintains sanitary sewer and related equipment, including a lift station, on the east side of TH 280; and

WHEREAS, the sanitary sewer and related equipment presently serve the Paper Calmenson property, as hereinafter defined; and

WHEREAS, the Minnesota Department of Transportation ("MnDOT") is in the process of letting State Project Numbers 6241-51 and 6242-67, which will involve MnDOT's acquisition of the sanitary sewer and related equipment which presently serves the Paper Calmenson property; and

WHEREAS, Lauderdale owns and operates a sanitary sewer line on the west side of TH 280 which is available to serve the Paper Calmenson property; and

WHEREAS, Lauderdale is willing to cooperate with Roseville and provide sanitary sewer service to the Paper Calmenson property on the terms set forth herein.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Construction of Roseville Facilities; Connection to Lauderdale Line. Roseville intends to construct a new sanitary sewer line serving the Paper Calmenson property ("PaCal Property") as that site is outlined in the attached Exhibit A. Lauderdale grants to Roseville a right and license to connect into an existing Lauderdale Trunk Sewer line (the "Trunk Sewer"), also identified in Exhibit A. Roseville shall provide the plans for this project to Lauderdale for review and design approvals for the point at which the new sewer line connects to the Trunk Sewer. Roseville shall pay the full cost of constructing its facilities and for connecting to the Trunk Sewer.
2. Connection Fee. Roseville, upon completion and connection of the new sanitary sewer line to the Trunk Sewer, will pay Lauderdale the sum of \$87,500 as a connection charge. This charge is based on a presumed redevelopment capacity of the PaCal Property of a flow of 115 gpm. If actual redevelopment of the PaCal Property exceeds this flow presumption, the parties agree to equitably adjust this fee.
3. Preventative Maintenance. Given the flow contribution of the new sanitary sewer line to the Trunk Sewer, the parties agree to share in the preventative maintenance cleaning cost

of the Trunk Sewer and the manholes as identified in Exhibit A once every five years. Lauderdale agrees to contribute \$15,000 to the cost for cleaning, to be performed by Roseville, which sum shall be deducted from the connection fee payment described in paragraph 2 above. Lauderdale's contribution shall be considered as payment in full for preventative maintenance every five years through 2110.

4. Major Maintenance. In the event major maintenance of the Trunk Sewer is required in the future, the parties agree that they will share in the cost of the work on a percentage basis, with Roseville's share based on the percentage of allocated capacity (16.5%) of the Trunk Sewer and Lauderdale's share being 83.5%. For purposes of this paragraph, "major maintenance" is defined as any maintenance except routine cleaning and televising provided for under paragraph 3 above. Both parties shall approve, in writing, the plans for major maintenance of the Trunk Sewer.
5. Ownership. Roseville shall own the line and associated structures constructed within its corporate limits and shall maintain them in good operating order. Roseville shall pursue the licensure necessary to maintain the Roseville line. Lauderdale shall retain ownership of the Trunk Sewer and associated structures existing within its corporate limits.
6. Ordinances Governing Use. Roseville shall maintain ordinances governing sanitary sewer service to the PaCal Property which are consistent with Lauderdale's ordinances. After written notice to Roseville, per the requirements of paragraph 13, Lauderdale shall have the right to terminate sanitary sewer service for violations of Lauderdale's ordinances associated with the PaCal Property.
7. Plan Review. Lauderdale shall have the right to review plans for any private or public improvement projects on the PaCal Property that will utilize the Trunk Sewer. The plan review shall be for the sole purposes of determining consistency with Lauderdale sanitary sewer ordinances, calculating the appropriate fees pursuant to the ordinances, and ensuring that the capacity of the Trunk Sewer will not be exceeded. To the extent Roseville can recover plan review fees from the developers, Roseville shall reimburse Lauderdale for its administrative and consultant expenses in reviewing the plans.
8. Capacity; Lauderdale Discretion. Lauderdale represents that it will maintain through the term of this Agreement the capacity required for sanitary sewer service to the PaCal Property, subject to the capacity limitations specified in this Agreement. Notwithstanding anything else herein, nothing in this Agreement shall be construed to limit or restrict Lauderdale's ability to make decisions regarding its facilities and service in the reasonable exercise of its discretion as the owner and operator of its utilities.
9. Service Interruption. In the event sanitary sewer service must be interrupted for necessary non-emergency maintenance, Lauderdale shall give Roseville seven days' notice. Notice shall include a plan for maintenance and alternative service to be provided, if any, and the period of time service shall be interrupted, which plan and time period shall be reasonable in light of the circumstances. In case of emergencies, Lauderdale shall give Roseville immediate notice and provide a reasonable plan for

maintenance as soon as possible. Roseville shall be responsible for notifying PaCal Property users of service interruptions.

10. User Fees. PaCal Property users served by the Trunk Sewer must pay the fees and charges established by Roseville. Sanitary sewer flows from the PaCal Property shall be determined by water meter readings made by Roseville. Roseville shall pay the sanitary sewer user fees charged by the Metropolitan Council to Lauderdale quarterly based on Roseville's water meter readings.
11. SAC Fees. Roseville shall pay directly to Metropolitan Council a Service Availability Charge (SAC) fee upon redevelopment of the PaCal Property for each residential equivalency unit determined by the Metropolitan Council to be in excess of current usage. Roseville shall also be responsible for its proportionate share of any fees, costs or surcharges imposed on Lauderdale regarding the Trunk Sewer by the Metropolitan Council or any other permitting or regulatory authority.
12. Amendment of Ordinances. In the event Lauderdale amends its ordinance regarding user fees, Lauderdale shall give Roseville written notice 60 days prior to the effective date of such rate change or when such notice is provided to other Lauderdale users, whichever is earlier. Roseville shall have the same right as any Lauderdale user to challenge bills received from Lauderdale.
13. Remedies. In the event either party breaches any of its obligations under this Agreement, the non-breaching party shall have the right to bring an action at law for its available remedies, including termination of this Agreement, but only after giving 30 days' written notice of the breach to the breaching party and opportunity to cure the breach. If the breaching party does not cure the breach within the 30 day notice period, the non-breaching party may commence an action after giving 10 days' written notice to the breaching party that it intends to bring such action. Nothing herein shall limit the causes of action or equitable rights that the non-breaching party may assert pursuant to this Agreement.
14. Termination by Roseville. Roseville reserves the right to terminate this Agreement without cause for the purpose of providing its own sanitary sewer utilities to the PaCal Property.
15. Term. This Agreement shall be perpetual unless terminated in accordance with its terms.
16. Indemnity. Roseville shall defend, indemnify and hold harmless Lauderdale, its officers, employees and agents for any claims arising from Roseville's use or maintenance of sanitary sewer lines and related facilities within the boundaries of Roseville. Lauderdale shall defend, indemnify and hold harmless Roseville, its officers, employees and agents for any claims arising from Lauderdale's use or maintenance of the Trunk Sewer.

17. Modification. This Agreement may be modified only by written agreement of both parties.
18. Notice. All notices required by this Agreement shall be in written form and shall be deemed delivered upon placement in the United States mail, certified and return receipt requested, or by personal delivery:

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

As to Roseville: City of Roseville
 2660 Civic Center Drive
 Roseville, MN 55113
 Attn: City Manager

or to such other address or party as the parties may notify one another pursuant to this Agreement.

19. Governing Law. This Agreement shall be construed by the law of Minnesota.
20. Severability. In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.
21. Entire Agreement. This Agreement and the attached exhibit shall constitute the entire agreement between Roseville and Lauderdale, and supersedes any other written or oral agreements between Roseville and Lauderdale on matters covered hereby.
22. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.
23. Effective Date. The effective date of this Agreement shall be the date on which it is executed by the second party to sign. This Agreement shall not become effective until it has been executed by both parties to the Agreement.

CITY OF LAUDERDALE

CITY OF ROSEVILLE

By _____

Its Mayor

By _____

Its _____

By _____

Its City Administrator

By _____

Its _____

Dated: _____

Dated: _____

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 9G - Ins. Agent Appointment

STAFF INITIAL AWB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, the Council is required to appoint an insurance agent to participate in the League of MN Cities Insurance Trust (LMCIT). I included the League's report on the agent's role should you be interested.

For many years, the City's insurance agent was Bob Welch of Engberg, Schaber, & Welch (ESW). As Bob is on a leave of absence, the City's agent for the year will be Gene Olson. I met with him last week and he seems a knowledgeable replacement for Bob.

ESW has been charging us the same rate for at least ten years. They felt no increases were warranted this year either.

OPTIONS:

To make the appointment, the Council must adopt resolution 062309C.

STAFF RECOMMENDATION:

Motion to adopt Resolution 062309C - A Resolution Appointing City Insurance Agent..

COUNCIL ACTION:

RESOLUTION NO. 062309C

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

RESOLUTION APPOINTING CITY INSURANCE AGENT

WHEREAS, the League of Minnesota Cities Insurance Trust requires cities to use the services of an agent in order to participate in the LMCIT property/casualty program; and

WHEREAS, the City Council reviewed and considered the written materials from LMCIT discussing the agent's role and compensation in LMCIT; and

WHEREAS, Gene Olson of Engberg, Schaber, and Welch is willing to provide to the City the services under the terms and conditions listed below.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Lauderdale resolves the following:

APPOINTMENT

The City of Lauderdale hereby appoints Gene Olson as its agent for the purposes of the City's participation in the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty and workers compensation programs.

TERM

This appointment shall remain effective until August 1, 2010.

COMPENSATION

As compensation for services provided to the City as described below, the City will pay to the agent a fee of \$1,045.00 annually. The City hereby directs LMCIT not to include any allowance for an agent's fee in quoting and billing the City's premiums for property, liability and automotive coverage.

As compensation for services provided to the City in regard to workers compensation coverage, the agent will receive 2% of the annual premiums paid by the City to LMCIT for workers compensation coverage.

SERVICES

The agent will perform for the City the following services:

- a. Advise and assist the City in assembling and accurately reporting underwriting data, including updating property values for rating purposes.
- b. Advise and assist the City in evaluating and selecting among coverage alternatives such as deductibles, limits, optional coverages, alternative coverage forms, etc.
- c. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
- d. Advise the City on potential gaps or overlaps in coverages.
- e. Assist the City as requested in submitting claims and interpreting coverage as applied to particular claims.
- f. Review loss reports for correct reporting, appropriate reserves, etc.
- g. Assist as requested with safety and loss control activities.
- h. Assist the City in identifying risk exposures and developing appropriate strategies to address those exposures.

Adopted by the City Council of the City of Lauderdale, Minnesota this 23rd day of June, 2009.

(ATTEST)

Jeffrey E. Dains, Mayor

(SEAL)

Heather Butkowski, City Administrator



CONNECTING & INNOVATING
SINCE 1913

RISK MANAGEMENT INFORMATION

THE AGENT'S ROLE AND COMPENSATION IN LMCIT

The LMCIT property/casualty and workers compensation programs are designed to operate through a local agent. The city must designate an agent as a condition of participating in the property/casualty program. The selection of the agent is entirely up to the city, and any licensed agent is eligible to participate. The city has the option not to use the services of an agent for the workers compensation program, although most but not all cities do work with an agent on work comp as well.

Because LMCIT is a cooperative self-insurance pool of cities and not an insurance company, there has sometimes been some confusion and uncertainty about the role of the agent. Also, not everyone has been completely aware of the flexibility and options that are available for structuring the relationship between the city and the agent.

LMCIT believes it's important for city officials and agents to periodically discuss the agent's role. The critical points are to make sure that everyone involved understands and agrees on what duties and responsibilities the agent will perform, and to make sure that both parties are comfortable with the compensation the agent receives for those services.

LMCIT recommends that the selection of the agent and the establishment of the agent's duties and compensation should be addressed at the city council level. A good way to do this is through a council motion or resolution. That resolution should not only name the agent, but should also specify what services the agent will be expected to provide and what compensation the agent will receive for those services.

Another approach is to develop a formal written contract between the city and the agent addressing those same points. Such a contract might also address the agent's role in insurance that the city may purchase from sources other than LMCIT, such as specialty liability coverage for a hospital or nursing home, etc.

To help cities and agents address these points, LMCIT in cooperation with the Minnesota Independent Insurance Agents (MIIA) has developed the attached model resolution for appointing an agent. We'd emphasize that this resolution is intended only as a starting point. Some cities may be able to use it nearly verbatim, while others will wish to make substantial changes in the list of services to be provided by the agent, in the amount or basis of the compensation the agent receives, or both.

Here are some key points to keep in mind:

1. The selection of an agent is entirely up to the city.

The city can select any licensed agent to work with the city on LMCIT coverages. If the city is considering changing agents, you should begin this process well in advance of city's coverage renewal date, so that the selection of the agent is resolved before work begins on the renewal. That way, if there is a change the new agent is in place to handle the renewal work.

2. The amount of the agent's fee is entirely negotiable between the city and the agent.

LMCIT's practice is to include an allowance for a 10% agent's fee in the premium for property/casualty coverage, unless the city and agent have agreed on something else. LMCIT then pays that fee to the agent. However, the city and the agent are free to agree on a higher or lower percentage fee, or on a different basis for compensating the agent.

If the city and agent agree on a different percentage fee, the LMCIT underwriter should be notified. The premium quote will then reflect that change. Any increase or decrease in the agent's compensation will flow through directly as a dollar-for-dollar increase or decrease in the city's premium.

Another possibility is for the city and agent to agree on a different compensation basis instead of the percent-of-premium approach. A flat annual or monthly retainer fee or an hourly rate for services performed are some of the possibilities. When the city and agent move to this sort of arrangement, it generally works best for the city to compensate the agent directly. In that case, LMCIT would provide the property/casualty coverage quote on a "net of commission" basis.

LMCIT work comp rates include an allowance for a 2% agent's fee. If the city chooses not to use an agent for work comp, or if the agent's services on work comp are included and compensated under a direct contract for service with the agent, that 2% agent fee allowance is refunded to the city.

3. The services the agent provides are also negotiable between the city and the agent.

The focus in LMCIT is more on the agent's role as an adviser and service provider to the city, rather than as a salesperson for LMCIT. The attached model resolution includes a suggested list of services which an agent would typically provide. This list of suggested agent services was developed in cooperation with the MIIA. However, the city and agent are free to negotiate their own arrangement, providing for a broader or narrower range of functions to be performed by the agent. What services the city needs and wants will vary from city to city. The important thing is that the city and the agent discuss and agree on what the expectations are.

LMCIT can also provide additional information and materials such as sample city-agent service contracts and RFP's, articles discussing agent services and agent selection, etc. Feel free to contact the LMCIT staff at the League office.

MODEL RESOLUTION APPOINTING A CITY AGENT

WHEREAS, the League of Minnesota Cities Insurance Trust requires cities to use the services of an agent in order to participate in the LMCIT property/casualty program; and

WHEREAS, the City Council has reviewed and considered the written materials from LMCIT discussing the agent's role and compensation in LMCIT; and

WHEREAS, _____ has agreed that he/she/they is/are willing to provide to the city the services listed below under the terms and conditions listed below;

The City Council of the City of _____ resolves as follows:

Appointment

1. The City of _____ hereby appoints as its agent for purposes of the City's participation in the League of Minnesota Cities Insurance Trust (LMCIT) property/casualty [and workers compensation] program[s].

Term

2. This appointment shall remain effective until (date) .

[or]

2. This appointment shall remain effective indefinitely unless and until it is terminated or amended by council action.

Compensation

3. As compensation for the services provided to the city as described in Paragraph 4 below, the agent will receive annually a fee equal to _____% of the annual premiums paid by the city to LMCIT for property, liability, and automotive coverages [and 2% of the annual premiums paid by the city to LMCIT for workers compensation coverage]. This fee shall be included in the amounts billed to the city by LMCIT and shall be paid to the agent by LMCIT on the city's behalf.

[or]

3. As compensation for the services provided to the city as described in Paragraph 4 below, the city will pay to the agent a fee of \$ _____ annually. The city hereby directs LMCIT not to include any allowance for an agent's fee in quoting and billing the city's premiums for property, liability, and automotive coverage [and to refund the 2% workers compensation coverage agent fee allowance to the city].

Services

[The following list is intended as a starting point. The city and agent should review and discuss this list to determine if specific services should be added to or deleted from this list to meet the city's needs and situation.]

4. The agent will perform the following services:

- a. Advise and assist the city in assembling and accurately reporting underwriting data, including updating property values, for rating purposes.
- b. Advise and assist the city in evaluating and selecting among coverage alternatives such as deductibles, limits, optional coverages, alternative coverage forms, etc.
- c. Review coverage documents and invoices to assure coverage has been correctly issued and billed.
- d. Advise the city on potential gaps or overlaps in coverages.
- e. Assist the city as requested in submitting claims and interpreting coverage as applied to particular claims.
- f. Review loss reports for correct reporting, appropriate reserves, etc.
- g. Assist as requested with safety and loss control activities.
- h. Assist the city in identifying risk exposures and developing appropriate strategies to address those exposures.

Adopted by the City Council of the City of _____,
Minnesota, on this _____ day of _____, 200_____.

Mayor

Attest:

City Clerk

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>June 23, 2009</u>
Special _____	ITEM NUMBER <u>Purchase Agreement</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action <u>X</u>	
Resolution _____	
Work session _____	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Kennedy & Graven has drafted the enclosed purchase agreement. Virginia Matheny has reviewed it and would like the council to consider a modification to Section 6A that ensures her total costs will not exceed \$3,500. The modification provides her with the peace of mind of knowing her costs will not exceed this figure.

Heather & I met with Ms. Matheny in late March to discuss the proposal outlined in a letter I sent her dated March 26, 2009. The letter provided a preliminary cost estimate based on input from Kennedy & Graven of \$2,000, but stated she would be responsible for all of the city's costs in excess of that amount. We collected a \$2,000 escrow from her to cover the initial cost estimate.

Fees incurred related to Matheny's request as of the end of May are \$2,479.50. These fees include title work, the purchase agreement, legal fees, and the lot combination application fee. Nancy England from Kennedy & Graven estimates additional fees of \$600 for closing costs and \$100 for recording fees.

The next steps will be to present the lot combination application and set a closing date.

Ken
with
excc
CX

OPTIONS:

- 1) Approve the purchase agreement with Ms. Matheny's suggested modification.
- 2) Approve the purchase agreement without Ms. Matheny's suggested modification.
- 3) Do not approve the purchase agreement.

STAFF RECOMMENDATION:

1) Motion to enter into a purchase agreement with Virginia Matheny, with or without modifications, to sell the former lift station property adjacent to 1974 Walnut Street.

COUNCIL ACTION:

PURCHASE AGREEMENT

1. **PARTIES.** This purchase agreement (the "Purchase Agreement") is made this ____ day of _____, 2009 by and between city of Lauderdale, a Minnesota municipal corporation (the "Seller") and Virginia Matheny, a single person (the "Buyer").

2. **SUBJECT PROPERTY.** The Seller is the owner of that certain real estate (the "Property") located in Lauderdale, Ramsey County, Minnesota and legally described as:

The East 20 feet of Lot 30, Block 2, Lauderdale's East Side Addition to Minneapolis, according to the recorded plat thereof, and situate in Ramsey County, Minnesota.

3. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, the Buyer offers and agrees to purchase and the Seller agrees to sell the Property.

4. **CONTINGENCY.** This Purchase Agreement is contingent upon the following:

- A. Approval of this Purchase Agreement by the Seller's governing body; and
- B. Completion of a lot combination regarding the Property and the Buyer's adjacent lot.

The Seller shall have until the date of closing to remove the foregoing contingencies. The contingencies are solely for the benefit of the Seller and may be waived by the Seller. If the contingencies are duly satisfied or waived, then the Buyer and the Seller shall proceed to close the transaction as contemplated herein. If, however, the contingencies are not satisfied, or are not satisfied on time, and are not waived by the Seller, this Purchase Agreement shall thereupon be void, at the option of the Seller. If this Purchase Agreement is voided by the Seller, the Buyer and the Seller shall execute and deliver to each other a termination of this Purchase Agreement.

5. **PERSONAL PROPERTY INCLUDED IN SALE.** The following items of personal property and fixtures owned by the Seller and currently located on the Property are included in this sale: none.

6. **PURCHASE PRICE AND TERMS:**

- A. **CONSIDERATION:** Buyer shall pay the Seller \$1.00 for the Property. As additional consideration for the Property, Buyer shall pay all costs incurred during this transaction which include, but not limited to, legal fees, title work, drafting the purchase agreement, drafting the closing documents, recording costs, and lot combination application fee and all costs and expenses related to the lot combination (the "Closing Costs").

*The total fees and costs not to exceed \$3500.00.
VRM 6/18/09*

B. TERMS:

1. Balance of Payment. The \$1.00 and all Closing Costs shall be paid to the Seller or appropriate party by the Buyer at closing.
 2. Buyer agrees to submit an application for combination the Property and Buyer's current adjacent property.
7. **CLOSING DATE.** The closing of the sale of the Property shall take place on _____, 2009, unless otherwise mutually agreed by the parties. The closing shall take place at Lauderdale City Hall, 1891 Walnut St., Lauderdale, MN or such other location as mutually agreed upon by the parties.
8. **ENVIRONMENTAL INSPECTION AND SOIL TESTS.** The Buyer and her agents shall have the right to enter upon the Property after the date of this Purchase Agreement for the purpose of inspecting the Property and conducting such environmental examination and soil tests as Buyer deems necessary. The Buyer agrees to indemnify the Seller against any liens, claims, losses or damage occasioned by the Buyer's exercise of her right to enter and work upon the Property. The Buyer agrees to provide the Seller with a copy of any report prepared as a result of such examination or tests, upon request by the Seller.
9. **DOCUMENTS TO BE DELIVERED AT CLOSING.** The Seller agrees to deliver the following documents to the Buyer at closing:
- A. A duly recordable quit claim deed to the Property, free and clear of any mortgages, liens or encumbrances other than matters of record and matters created by or acceptable to the Buyer;
 - B. An affidavit from the Seller sufficient to remove any exception in the Buyer's policy of title insurance for mechanics' and materialmens' liens and rights of parties in possession;
 - C. Affidavit of the Seller confirming that the Seller is not a foreign person within the meaning of Section 1445 of the Internal Revenue Code;
 - D. A completed Minnesota Well Disclosure Certificate, unless the quit deed includes the statement "the Seller certifies that the Seller does not know of any wells on the described Property"; and
 - E. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by Minnesota statutes, rules or ordinances.

10. **REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.**

- A. The Seller shall be responsible for all real estate taxes, including any deferred real estate taxes, penalties or interest, for the years prior to the year in which closing occurs. The Buyer and the Seller shall prorate as of the date of closing the real estate taxes for the Property that are due and payable in the year of closing.
- B. The Seller shall pay all special assessments levied against the Property as of the closing date, including special assessments certified for payment with the real estate taxes and all deferred assessments. Buyer shall assume payment of any special assessments that are pending but not levied against the Property as of the closing date.

11. **EXAMINATION OF TITLE.** The Buyer's examination of title to the Property shall be conducted as follows:

- A. **SELLERS' TITLE EVIDENCE.** The Seller must provide the Buyer with a commitment for title insurance upon acceptance of this Purchase Agreement.
- B. **BUYER'S OBJECTIONS.** The Buyer shall make written objections ("Objections") to the form or contents of the title commitment or condition of title within 10 business days after receipt of the same. The Buyer's failure to make Objections within such time period shall constitute waiver of the Objections. The Seller shall have 30 days after receipt of the Objections to cure the Objections, during which period the closing will be postponed, if necessary. The Seller shall use all reasonable efforts to correct any Objections. If the Objections are not cured within such 30-day period, the Buyer will have the option to do either of the following:
 - (1) Terminate this Purchase Agreement; or
 - (2) Cure the title objections at the Buyer's expense.

12. **CLOSING COSTS AND RELATED ITEMS.** The Buyer shall be responsible for the following closing costs and related items: (1) all recording fees and charges relating to the filing of any instrument required to make title marketable; (2) any fees incurred for the preparation of the title commitment, including fees for standard searches with respect to the Seller and the Property; (3) any state deed tax, conservation fee or other federal, state or local documentary or revenue stamps or transfer tax with respect to the quit claim deed to be delivered by the Seller; (4) her own legal and accounting fees associated with this transaction; (5) the cost of any survey of the Property required by the Buyer; (6) all premiums required for issuance of the title insurance policy; (7) the fees of any soil tests, environmental assessments, inspection reports, appraisals, or other tests or reports ordered by the Buyer in connection with its purchase of the Property; (8) all expenses and fees for obtaining lot combination approval, and (9) the Seller's legal fees associated with this transaction.

13. **POSSESSION/CONDITION OF PROPERTY.** The Seller shall deliver possession of the Property to the Buyer at closing in the condition as the Property existed on the date of execution of this Purchase Agreement. The Seller agrees to remove from the Property all debris and any items of the Seller's personal property not included in this sale no later than 4:00 p.m. on the date before the date of the closing. The Seller shall removal all substances which, under state or federal law, must be disposed of at an approved disposal facility.

14. **DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM.** The Seller represents that there is no individual sewage treatment system on or serving the Property.

15. **WELL DISCLOSURE.** The Seller represents that there is no well on the Property.

16. **SELLER'S REPRESENTATIONS AND WARRANTIES.** The Seller hereby represents and warrants to the Buyer as of the Closing Date that:

- A. Title. The Seller is the owner of the Property and has the right, title and capacity to convey title to the Buyer.
- B. Condemnation. There is no pending or, to the actual knowledge of the Seller, threatened condemnation or similar proceeding affecting the Property or any portion thereof, and the Seller has no actual knowledge that any such action is contemplated.
- C. Defects. The Seller is not aware of any latent or patent defects in the Property, such as sinkholes, weak soils, unrecorded easements or restrictions.
- D. Legal Compliance. The Seller has complied with all applicable laws, ordinances, regulations, statutes, rules and restrictions pertaining to and affecting the Property and the Seller shall continue to comply with such laws, ordinances, regulations, statutes, rules and restrictions.
- E. Legal Proceedings. There are no legal actions, suits or other legal or administrative proceedings, pending or threatened, that affect the Property or any portion thereof and the Seller has no knowledge that any such action is presently contemplated.
- F. Refuse and Hazardous Materials. The Seller has not performed and has no actual knowledge of any excavation, dumping or burial of any refuse materials or debris of any nature whatsoever on the Property. To the Seller's knowledge and belief, there are no "Hazardous Materials" (as hereinafter defined) on the Property that would subject Buyer to any liability under either federal or state laws, including, but not limited to, the disposal of any foreign objects or materials upon or in the Property, lawful or otherwise. Without limiting the generality of the foregoing, the Seller represents and warrants to the Buyer that, to the Seller's knowledge and belief:

1. The Property is not now and has never been used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce, process or in any manner deal with Hazardous Materials;
2. No Hazardous Materials have ever been installed, placed, or in any manner handled or dealt with on the Property;
3. There are no underground or above ground storage tanks on the Property;
4. Neither the Seller nor any prior owner of the Property or any tenant, subtenant, occupant, prior tenant, prior subtenant, prior occupant or person (collectively, "Occupant") has received any notice or advice from any governmental agency or any other Occupant with regard to Hazardous Materials on, from or affecting the Property.

The term "**Hazardous Materials**" as used herein includes, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto.

- G. Legal Capacity. The Seller has the legal capacity to enter into this Agreement. The Seller has not filed, voluntarily or involuntarily, for bankruptcy relief within the last year under the United States Bankruptcy Code, nor has any petition for bankruptcy or receivership been filed against the Seller within the last year.
- H. Leases. There are no third parties in possession of the Property, or any part thereof; and there are no leases, oral or written, affecting the Property or any part thereof.
- I. Foreign Status. The Seller is not "foreign person" as such term is defined in the Internal Revenue Code.
- J. Methamphetamine Production. To the best of the Seller's knowledge, methamphetamine production has not occurred on the Property.

The Seller's representations and warranties set forth in this Section shall be continuing and are deemed to be material to the Buyer's execution of this Purchase Agreement and the Buyer's performance of her obligations hereunder. All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and

effect as if made at that time; and all of such representations and warranties shall survive the closing and any cancellation or termination of this Purchase Agreement, and shall not be affected by any investigation, verification or approval by any party hereto or by anyone on behalf of any party hereto. The Seller agrees to defend, indemnify and hold the Buyer harmless from, and against any loss, costs, damages, expenses, obligations and attorneys' fees incurred should an assertion, claim, demand, action or cause of action be instituted, made or taken, which is contrary to or inconsistent with the representations or warranties contained herein.

17. **TENANTS.** The Seller warrants that there are no tenants on the Property with a lawful leasehold interest. In the event any tenant comes forward and claims an interest in the Property at the time of or following the purchase, the Seller agrees to fully indemnify the Buyer for any and all costs associated with terminating such tenancy.

18. **BROKER COMMISSIONS.** The Seller and the Buyer represent and warrant to each other that they have not dealt with any brokers in connection with the transaction contemplated by this Purchase Agreement. Each party agrees to indemnify, defend and hold each other harmless from the claims of any broker, or real estate agent.

19. **ENTIRE AGREEMENT.** This Purchase Agreement constitutes the entire agreement between the parties and no other agreement prior to this Purchase Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein.

20. **AMENDMENT AND MODIFICATION.** No amendment, modification or waiver of any condition, provision or term of this Purchase Agreement shall be valid or have any effect unless made in writing, is signed by the party to be bound and specifies with particularity the extent and nature of such amendment, modification or waiver. Any waiver by either party of any default by the other party shall not affect or impair any right arising from any previous or subsequent default.

21. **BINDING EFFECT.** This Purchase Agreement binds and benefits the parties and their successors and assigns.

22. **NOTICES.** The notice, demand, request or other communication which may or shall be given or served by the Seller on the Buyer or by the Buyer on the Seller, shall be deemed have been given or served on the date the same is hand delivered or the date of receipt or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

A. If to Seller: City of Lauderdale
1891 Walnut St.
Lauderdale, MN 55113
Jim Bownik

With a copy to: Ronald H. Batty
200 South Sixth St., Suite 470
Minneapolis, MN 55402

B. If to Buyer: Virginia Matheny
1974 Walnut Street
Lauderdale, MN 55113

or such other address as either party may give to another party in accordance with this Section.

23. **NO PARTNERSHIP OR JOINT VENTURE.** Nothing in this Purchase Agreement shall be construed or interpreted as creating a partnership or joint venture between the Seller and the Buyer relative to the Property.

24. **CUMULATIVE RIGHTS.** Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

25. **ATTORNEYS' FEES.** If either party commences an action against the other to enforce any of the terms of this Purchase Agreement, or because of the breach by either party of the terms hereof, the prevailing party shall be entitled to its costs and expenses, including reasonable attorneys' fees, incurred in connection with the prosecution or defense of such matter.

26. **DEFAULT; REMEDIES; SPECIFIC PERFORMANCE.** If the Buyer defaults in any of the agreements herein, the Seller may terminate this Purchase Agreement. If this Purchase Agreement is not so terminated, the Buyer or the Seller may seek actual damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; provided that any action for specific enforcement must be brought within six months after the date of the alleged breach.

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

**SELLER
CITY OF LAUDERDALE**

By: _____
Its Mayor

By: _____
Its City Administrator-Clerk

BUYER

Virginia Matheny

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 9I - July 14 Council Meeting

STAFF INITIAL AAB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As of when the packets went to print, there was some question as to whether the Mayor and Councilor Mac Lean would be able to attend the first July meeting. The Mayor suggested the Council may want to consider cancelling the meeting. If the Council chooses to have the July 14 meeting, a Mayor Pro Tem should be appointed to run the meeting in place of Councilor Mac Lean.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2009

ITEM NUMBER 13A - Post Park Forum

STAFF INITIAL HAB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I thought the park forum went really well and many of the issues seemed to be resolved by residents taking action and the additional police patrol.

There were some ideas brought up for signage and a task force. Staff is questing Council direction on the ideas you would like us to follow up on.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION: