

**LAUDERDALE CITY COUNCIL MEETING AGENDA  
TUESDAY, February 14, 2006  
7:30 P.M. CITY HALL,**

The City Council is meeting as a legislative body to conduct the business of the City according to ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

**1. ROLL – 7:30 p.m.**

*Council members:*

Gill-Gerbig \_\_\_\_\_                      Hawkinson \_\_\_\_\_  
Doherty \_\_\_\_\_                              Christensen \_\_\_\_\_  
Mayor Dains \_\_\_\_\_

*Staff:* Bakken-Heck \_\_\_\_\_

**2. APPROVAL OF THE AGENDA - 7:32 p.m.**

**3. APPROVALS – 7:35 p.m.**

- A. Approve minutes for 1/24/2006 City Council Meetings
- B. Approve claims totaling \$67,281.92

**4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS NOT ON THE AGENDA – 7:37 p.m.**

Any member of the public may speak at this time on any item NOT on the agenda. In consideration of the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under Additional Items at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer. Your participation, as prescribed by the Council's ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL, is welcomed and your cooperation is greatly appreciated.

**5. CONSENT**

- A) Authorize city development of specifications and letting of bids for seal coating.
- B) Authorize City Administrator to enter agreements with PEIP for Health Insurance and Dental Insurance.
- C) Approve 2007 to 2009 Police Contract with St. Anthony.
- D) Approve 2006 Tree Contractor, Garbage Hauler, Gas Station, and Tobacco Licenses.

**6. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**

**7. INFORMATIONAL PRESENTATIONS**

311A

**8. PUBLIC HEARINGS**

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings, all affected residents will be given an opportunity to speak pursuant to the ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL.

**9. REPORTS**

**10. DISCUSSION**

- A) Animal Control Ordinance.
- B) Xcel Energy franchise agreement.

**11. ACTION 7:40 p.m.**

- A) Shared purchase of speed cart with City of St. Anthony and Falcon Heights.

**12. ITEMS REMOVED FROM THE CONSENT AGENDA**

**13. ADDITIONAL ITEMS**

**14. SET AGENDA FOR NEXT MEETING – 8:00 p.m.**

- A) Animal Control Ordinance

**15. WORK SESSION 8:05 p.m.**

- A) 2006 Goals
- B) Draft Personnel Policies and Procedures Manual
- C) Candidates for comprehensive plan committee

**16. ADJOURNMENT**

LAUDERDALE CITY COUNCIL  
MEETING MINUTES  
JANUARY 24, 2006

7:30 P.M. CITY HALL

Members present: council member Karen Gill-Gerbig; council member Karen Doherty; council member Denise Hawkinson; council member Clay Christensen; Mayor Jeff Dains.

Staff Present: Dave Hinrichs, Public Works coordinator; Heather Butkowski, Deputy City Clerk; Jim Bownik, Assistant to the City Administrator; Brian Bakken Heck, City Administrator.

Council member Doherty moved and Gill-Gerbig seconded the approval of the agenda with items 6 A – Snow'comotion update and 11 B – Nuisance Trees at 1840 Eustis Street. Motion carried.

Council member Christensen moved and Hawkinson seconded approval of the January 10, 2006 City Council meeting minutes with the following additions, page 3 committee and commission list add "*Park and Community Involvement Committee designee Karen Doherty alternate Denise Hawkinson*" and Page 3, last paragraph insert "*tree*" between "the" and "commission." Motion carried.

Council member Gill-Gerbig moved and Hawkinson seconded the payment of claims totaling \$35,148.39. Motion carried.

Council member Gill-Gerbig moved and Christensen seconded a motion to approve the consent agenda approving 2006 mechanical contractor's licenses, approving compensation increase for the City Administrator as provided in the agreement and acknowledging the upgrade of the city's phone system. Motion carried.

Council member Doherty provided an update on the Snow'comotion city winter celebration. She said the event will take place on Saturday, January 28, from 3 to 6 p.m. with events at the community park and city hall. She said there will be a horse and carriage going between the park and city hall sponsored by the Falcon Heights / Lauderdale Lion's Club. There is also a book sale to raise funds for future community events.

Mayor Dains introduced the public hearing item and administrator Bakken Heck stated the purpose of the public hearing is to give the homeowner at 1842 Eustis an opportunity to respond to the situation involving a diseased tree on the owner's premises. Bakken Heck informed the council the city tree inspector marked the tree as diseased in July and the owner was given until August to abate the nuisance. The owners failed to abate the nuisance thus the city is now faced with acting on the removal.

The public hearing opened at 7:43 p.m. Homeowner Sandra Brown, 1842 Eustis Street, addressed the council. She stated that she is not going to pay someone to remove the tree nor is she going to pay the city to have the tree removed. She continued to tell the council she will remove the tree in the spring when the weather gets warmer. She stated her neighbor has two (2) diseased trees that have been standing for two (2) years and the city has not taken

LAUDERDALE CITY COUNCIL  
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action to remove them. She wants the same consideration given to her that was given to her neighbor.

There being no further comments from the public, the mayor closed the hearing at 7:46 p.m.

Council member Gill-Gerbig said that she felt the city provided the homeowner adequate time to remove the tree. She commented on the timeline stating the homeowner received the initial notice of the problem on July 25, 2005 and was given until August 20, 2005 to remove the tree. She felt the city provided a reasonable time for them to remove the tree and concurs with staff recommendation to continue the abatement process.

Mayor Dains asked Dave Hinrichs when the tree needs to be removed to prevent any disease from spreading. Hinrichs stated before April.

Gill-Gerbig moved to give the owners until March 19, 2006 to remove the tree and if it is not removed by that date, staff is to arrange for its removal as soon as practicable on the 20<sup>th</sup> of March. Doherty seconded the motion and it carried on a roll call vote with council members Gill-Gerbig, Doherty, Hawkinson, Christensen and Mayor Dains all voting yes.

Bownik presented the tractor mower item to the council for consideration. He stated the city requested quotes for the purchase of a larger mower with added attachments including a brush and cab. John Deere and Toro submitted quotes and the low quote was submitted by John Deere at just under \$28,000. Bownik informed the council the city's purchasing policy requires sealed bids for purchases exceeding \$25,000. He said one option is for the council to waive the requirement in this case and authorize the purchase.

Council member Christensen moved to purchase the John Deere tractor mower with the stated attachments and to waive the requirements for sealed bids in this case. Motion was seconded by Hawkinson and carried with council members Gill-Gerbig, Doherty, Hawkinson, Christensen and Mayor Dains all voting yes.

Council member Gill-Gerbig took up the issue of the trees located at 1840 Eustis Street. She stated that this past fall, a public hearing was held on these trees and the homeowner appeared before the council requesting time to remove the bark from the trees. It was decided by the council at that meeting to give the homeowner until December 31, 2005 to remove the bark from the trees. As of this date, the bark is still on the trees and the homeowner has not made an attempt to contact the city regarding issues relating to this subject. Based on this, she suggests the city have the trees removed.

Mayor Dains felt the city already addressed this issue and is not sure why this issue is back before the council.

Bakken Heck stated there is a question of what should be done, have the city remove the bark or remove the tree trunks all together.

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Mayor Dains suggested staff contact the city attorney and inquire if there is any legal problem with the city removing the tree trunks based on the action that was taken at the public hearing. If there is no legal issue, remove the trees, otherwise have them debarked.

Moved by Gill-Gerbig to have the tree trunks removed unless there are legal issues that prevent this in which case the trunks are to be debarked. Motion seconded by Hawkinson and carried with council members Gill-Gerbig, Doherty, Hawkinson, Christensen and Mayor Dains all voting yes.

There being no further business to present before the Council, the council entered their work session at 8:16 p.m.

WORK SESSION:

Bakken Heck provided some background on the rental housing license ordinance. The council members then began to go through the draft ordinance with comments and questions.

Following this process, Mayor Dains asked if there is still the consideration for a public meeting on the ordinance. Bakken Heck said staff recommends the council hold a public informational meeting at an upcoming council meeting. He said the ordinance draft needs to be reviewed by the city's attorney and put in proper form but he felt it could be ready for the second meeting in February. Mayor Dains suggested the first meeting in March.

Heather Butkowski presented information and background on the comprehensive plan project. She went over the aspects of the comprehensive plan that are included in the Metropolitan Council plan. She then took the council briefly through the items that make up the entire plan and provided the council with a draft outline for consideration.

The council will talk to possible residents who may be interested in serving on a task force or committee to look at the comprehensive plan update.

Motion by Christensen, Second by Gill-Gerbig to adjourn and carried. Meeting adjourned at 9:28 p.m.

**CITY OF LAUDERDALE**  
**Claims for Approval**  
**February 14, 2006 City Council Meeting**

Payroll

1/27/06 Payroll:	Direct Deposit # 500074-500086	\$7,629.49
1/27/06 Payroll:	Check Number 7873	\$272.32
1/27/06 Payroll:	Payroll Liabilities, Checks 29E-32E	\$6,720.11
2/10/06 Payroll:	Direct Deposit # 500087-500095	\$6,469.56
2/10/06 Payroll:	Payroll Liabilities, Checks 33E-35E	\$5,548.10

Vendor Claims

2/14/06 Claims:	Check # 17935-44, 46-48, 50-60, 62-67 (2006 claims)	\$43,314.11
2/14/06 Claims:	Check # 17945, 17949, 147961 (2005 claims)	\$4,957.72

**Subtotal of Claims From Above** **\$67,281.92**

**Total Claims for Approval** **\$67,281.92**

CITY OF LAUDERDALE  
 \*Check Detail Register©

FEBRUARY 2006

		Check Amt	Invoice	Comment
<b>10100 NORTH STAR CHECKING</b>				
Paid Chk#	017945		2/14/2006	GRACE, DUANE
	E 101-43400-312	\$1,967.62		BUILDING INSPECTOR 2005 commercial plan reviews
	E 101-43400-312	\$289.41		BUILDING INSPECTOR 2003 commercial plan reviews
	<b>Total GRACE, DUANE</b>	<b>\$2,257.03</b>		
Paid Chk#	017949		2/14/2006	KENNEDY & GRAVEN
	E 101-41400-305	\$2,535.50		LEGAL FEES thru 12/05 attorney fees
	E 101-41400-355	\$139.37		MISC PRINTING/PROCESS SER thru 12/05 attorney fees
	<b>Total KENNEDY &amp; GRAVEN</b>	<b>\$2,674.87</b>		
Paid Chk#	017961		2/14/2006	ST PAUL REGIONAL WATER SERVICE
	E 601-49000-382	\$12.91		WATER 4q05 water at 1915 Walnut Stre
	E 101-43100-382	\$12.91		WATER 4q05 water at 1891 Walnut Stre
	<b>Total ST PAUL REGIONAL WATER SERVICE</b>	<b>\$25.82</b>		
	<b>10100 NORTH STAR CHECKING</b>	<b>\$4,957.72</b>		

Fund Summary

	10100 NORTH STAR CHECKING	
101 GENERAL		\$4,944.81
601 SEWER UTILITIES		\$12.91
		<u>\$4,957.72</u>

CITY OF LAUDERDALE  
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FEBRUARY 2006

			Check Amt	Invoice	Comment
<b>10100 NORTH STAR CHECKING</b>					
Paid Chk#	017935	2/14/2006	1922 MALVERN STREET		
	E 201-45600-375	WINTER EVENT	\$49.72		Winter Event reimbursement
		Total 1922 MALVERN STREET	\$49.72		
Paid Chk#	017936	2/14/2006	AFSCME		
	G 101-21709	UNION DUES	\$92.52		1/06 union dues
		Total AFSCME	\$92.52		
Paid Chk#	017937	2/14/2006	ASSOC OF METRO MUNICIPALITIES		
	E 101-41200-438	DUES & SUBSCRIPTIONS	\$959.00		2006 AMM membership dues
		Total ASSOC OF METRO MUNICIPALITIES	\$959.00		
Paid Chk#	017938	2/14/2006	BAKKEN-HECK BRIAN		
	E 101-41500-331	TRAVEL EXPENSE	\$44.63		1/06 mileage
		Total BAKKEN-HECK BRIAN	\$44.63		
Paid Chk#	017939	2/14/2006	BOWNIK, JIM		
	E 201-45600-375	WINTER EVENT	\$73.94		'06 winter event supplies & me
		Total BOWNIK, JIM	\$73.94		
Paid Chk#	017940	2/14/2006	CINTAS		
	E 601-49000-425	CLOTHING	\$26.63		470422273
	E 601-49000-425	CLOTHING	\$26.63		470418632
	E 601-49000-425	CLOTHING	\$26.63		470415012
		Total CINTAS	\$79.89		
Paid Chk#	017941	2/14/2006	CITY OF ROSEVILLE		
	E 101-43400-306	CONSULTING FEES	\$164.08		1/06 technical support
		Total CITY OF ROSEVILLE	\$164.08		
Paid Chk#	017942	2/14/2006	CITY OF ST ANTHONY		
	E 101-42100-319	POLICE CONTRACT	\$21,271.16		02/06 police services
		Total CITY OF ST ANTHONY	\$21,271.16		
Paid Chk#	017943	2/14/2006	DOHERTY, KAREN		
	E 201-45600-375	WINTER EVENT	\$34.60		craft for winter event
		Total DOHERTY, KAREN	\$34.60		
Paid Chk#	017944	2/14/2006	GLENWOOD INGLEWOOD		
	E 101-41200-208	WATER DELIVERY	\$82.89		1/06 water delivery and rental
		Total GLENWOOD INGLEWOOD	\$82.89		
Paid Chk#	017946	2/14/2006	HERMAN, GORDON		
	E 201-45600-375	WINTER EVENT	\$500.00		'06 snow commotion horse & bug
		Total HERMAN, GORDON	\$500.00		
Paid Chk#	017947	2/14/2006	HUGHES & COSTELLO		
	E 101-42300-355	MISC PRINTING/PROCESS SER	\$135.00		2/06 retainer and fees



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			Check Amt	Invoice	Comment
E 101-42300-305	LEGAL FEES		\$850.00		2/06 retainer and fees
	Total HUGHES & COSTELLO		\$985.00		
Paid Chk# 017948	2/14/2006	JAL AMOCO			
E 101-41200-442	MISC		\$10.00		overpaid 2006 gas station lice
	Total JAL AMOCO		\$10.00		
Paid Chk# 017950	2/14/2006	MAMA			
E 101-41200-308	TRAINING\CONFERENCES		\$18.00		MAMA luncheon
E 101-41200-438	DUES & SUBSCRIPTIONS		\$40.00		Brian's 2006 dues for MAMA
	Total MAMA		\$58.00		
Paid Chk# 017951	2/14/2006	MET-COUNCIL ENVIRONMENTAL SER.			
E 601-49000-387	WATER TREATMENT SERVICE		\$8,488.48		3/06 waste water service
	Total MET-COUNCIL ENVIRONMENTAL SER.		\$8,488.48		
Paid Chk# 017952	2/14/2006	NAPA AUTO PARTS			
E 101-43100-213	LUBRICANTS & OTHER FLUIDS		\$21.70		dexron fluid
	Total NAPA AUTO PARTS		\$21.70		
Paid Chk# 017953	2/14/2006	NELSON CHEESE AND DELI			
E 101-41100-440	MEETING EXPENSES		\$69.20		'06 goal setting session dinne
	Total NELSON CHEESE AND DELI		\$69.20		
Paid Chk# 017954	2/14/2006	NORTH SUBURBAN ACCESS CORP			
E 202-49500-327	OTHER SERV- SEWER/NPDES I		\$245.54		programming
	Total NORTH SUBURBAN ACCESS CORP		\$245.54		
Paid Chk# 017955	2/14/2006	NORTH SUBURBAN COMMUNICATIONS			
E 202-49500-329	CABLE FRANCHISE FEE		\$4,667.03		2006 membership dues
	Total NORTH SUBURBAN COMMUNICATIONS		\$4,667.03		
Paid Chk# 017956	2/14/2006	PARK HARDWARE HANK			
E 101-43100-228	MISC REPAIRS MAINT SUPPLIE		\$5.97		misc garage items
	Total PARK HARDWARE HANK		\$5.97		
Paid Chk# 017957	2/14/2006	PARK SERVICE			
E 101-43100-212	MOTOR FUELS		\$190.03		1/06 motor fuels
E 601-49000-212	MOTOR FUELS		\$21.11		1/06 motor fuels
	Total PARK SERVICE		\$211.14		
Paid Chk# 017958	2/14/2006	RAMSEY COUNTY, PROP REC & REV			
G 101-21706	HEALTH INSURANCE		\$2,294.38		2/06 health insurance
E 101-41600-352	PUBLIC INFO NOTICES		\$150.99		2006 truth in taxation notice
	Total RAMSEY COUNTY, PROP REC & REV		\$2,445.37		
Paid Chk# 017959	2/14/2006	RAPIT PRINTING			
E 101-41600-353	NEWSLETTER PRINTING		\$606.78		building permits
E 101-43400-355	MISC PRINTING/PROCESS SER		\$38.39		building permits

CITY OF LAUDERDALE  
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			Check Amt	Invoice	Comment
<b>Total RAPIT PRINTING</b>			<b>\$645.17</b>		
Paid Chk#	017960	2/14/2006			<b>SAM'S CLUB</b>
	E 101-41200-442	MISC	\$70.00		'06 membership & winter event
	E 201-45600-375	WINTER EVENT	\$107.77		'06 membership & winter event
<b>Total SAM'S CLUB</b>			<b>\$177.77</b>		
Paid Chk#	017962	2/14/2006			<b>TOSHIBA BUSINESS SOLUTIONS</b>
	E 101-41200-401	COPIER CONTRACT	\$302.99		2q06 copier contract
<b>Total TOSHIBA BUSINESS SOLUTIONS</b>			<b>\$302.99</b>		
Paid Chk#	017963	2/14/2006			<b>UNIVERSITY OF MINNESOTA</b>
	E 101-43500-308	TRAINING\CONFERENCES	\$140.00		'06 Shadetree course for Dave
<b>Total UNIVERSITY OF MINNESOTA</b>			<b>\$140.00</b>		
Paid Chk#	017964	2/14/2006			<b>US BANK, DEBT SERVICES</b>
	E 303-47300-303	FINANCIAL CONTRACT	\$215.63		2000 street project bond fees
<b>Total US BANK, DEBT SERVICES</b>			<b>\$215.63</b>		
Paid Chk#	017965	2/14/2006			<b>WASTE MANAGEMENT</b>
	E 101-43100-384	REFUSE DISPOSAL	\$68.54		2/06 waste pick up
<b>Total WASTE MANAGEMENT</b>			<b>\$68.54</b>		
Paid Chk#	017966	2/14/2006			<b>XCEL ENERGY, CITY HALL</b>
	E 101-45200-381	ELECTRIC	\$49.77		1/06 city hall gas and electri
	E 101-45200-383	GAS UTILITIES	\$128.04		1/06 city hall gas and electri
	E 101-43100-381	ELECTRIC	\$149.32		1/06 city hall gas and electri
	E 101-43100-383	GAS UTILITIES	\$384.12		1/06 city hall gas and electri
<b>Total XCEL ENERGY, CITY HALL</b>			<b>\$711.25</b>		
Paid Chk#	017967	2/14/2006			<b>XCEL ENERGY, STREET LIGHTING</b>
	E 101-43200-381	ELECTRIC	\$492.90		1/06 street lights
<b>Total XCEL ENERGY, STREET LIGHTING</b>			<b>\$492.90</b>		
<b>10100 NORTH STAR CHECKING</b>			<b>\$43,314.11</b>		

Fund Summary

	<b>10100 NORTH STAR CHECKING</b>	
101 GENERAL		\$28,830.40
201 COMMUNITY EVENTS		\$766.03
202 COMMUNICATIONS		\$4,912.57
303 '02 ST/UTIL IMP DEBT SERVICE		\$215.63
601 SEWER UTILITIES		\$8,589.48
		<b>\$43,314.11</b>

## CITY OF LAUDERDALE

01/26/06 8:44 AM

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## Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
500074	000000101	DUBORD, ANDREW	2	BI-WEEKLY	\$159.42	1/27/2006	Outstanding
500075	000000001	BAKKEN-HECK, BRIAN	2	BI-WEEKLY	\$1,492.51	1/27/2006	Outstanding
500076	000000011	BOWNIK, JAMES	2	BI-WEEKLY	\$1,215.14	1/27/2006	Outstanding
500077	000000007	BUTKOWSKI, HEATHER	2	BI-WEEKLY	\$963.58	1/27/2006	Outstanding
500078	000000014	CHRISTENSEN, CLAY	2	BI-WEEKLY	\$184.70	1/27/2006	Outstanding
500079	000000004	DOHERTY, KAREN	2	BI-WEEKLY	\$184.70	1/27/2006	Outstanding
500080	000000016	GILL-GERBIG, KAREN	2	BI-WEEKLY	\$184.70	1/27/2006	Outstanding
500081	000000041	HAWKINSON, DENISE	2	BI-WEEKLY	\$184.70	1/27/2006	Outstanding
500082	000000002	HINRICHS, DAVID C	2	BI-WEEKLY	\$1,150.20	1/27/2006	Outstanding
500083	000000005	HUGHES, JOSEPH A	2	BI-WEEKLY	\$1,348.60	1/27/2006	Outstanding
500084	000000008	DUBORD, DAVID	2	BI-WEEKLY	\$255.12	1/27/2006	Outstanding
500085	000000055	HAWKINSON, LUKE	2	BI-WEEKLY	\$230.65	1/27/2006	Outstanding
500086	000000057	HINRICHS, JASON	2	BI-WEEKLY	\$75.47	1/27/2006	Outstanding
007873	000000010	DAINS, JEFFREY	2.1	BI-WEEKLY	\$272.32	1/27/2006	Outstanding
007872		VOID	2.1		\$0.00	1/27/2006	Void
					<u>\$7,901.81</u>		

CITY OF LAUDERDALE

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Payments

Current Period: JANUARY 2006

Batch Name	012706paytax	Payment	Computer Dollar Amt	\$6,720.11	Posted
Refer	30	<u>NORTH STAR BANK, CHECKING S</u>	<u>Ck# 000029E 1/27/2006</u>		
Cash Payment	G 101-21703	FICA WITHHOLDING.	1/27 federal payroll taxes		\$1,991.64
Invoice					
Cash Payment	G 101-21701	FEDERAL TAXES	1/27 federal payroll taxes		\$932.36
Invoice					
Transaction Date	1/26/2006	Due 0	NORTH STAR CHE 10100	<b>Total</b>	\$2,924.00
Refer	35	<u>ICMA</u>	<u>Ck# 000030E 1/27/2006</u>		
Cash Payment	G 101-21705	ICMA RETIREMENT	1/27 ICMA contributions		\$1,694.22
Invoice					
Transaction Date	1/26/2006	Due 0	NORTH STAR CHE 10100	<b>Total</b>	\$1,694.22
Refer	36	<u>PERA</u>	<u>Ck# 000031E 1/27/2006</u>		
Cash Payment	G 101-21704	PERA	1/27 pera payment		\$1,231.61
Invoice					
Transaction Date	1/26/2006	Due 0	NORTH STAR CHE 10100	<b>Total</b>	\$1,231.61
Refer	37	<u>MN DEPARTMENT OF REVENUE</u>	<u>Ck# 000032E 1/27/2006</u>		
Cash Payment	G 101-21702	STATE WITHHOLDING	1/27 state withholding		\$870.28
Invoice					
Transaction Date	1/26/2006	Due 0	NORTH STAR CHE 10100	<b>Total</b>	\$870.28
Fund Summary				<b>BATCH Total</b>	\$6,720.11
	101	10100 NORTH STAR CHECKING			
			\$6,720.11		
			\$6,720.11		

Pre-Written Checks	\$6,720.11
Checks to be Generated by the Compute	\$0.00
<b>Total</b>	<b>\$6,720.11</b>

CITY OF LAUDERDALE

02/08/06 2:39 PM

Paid Register

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Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
500087	000000101	DUBORD, ANDREW	3	BI-WEEKLY	\$45.71	2/10/2006	Outstanding
500088	000000001	BAKKEN-HECK, BRIAN	3	BI-WEEKLY	\$1,495.44	2/10/2006	Outstanding
500089	000000011	BOWNIK, JAMES	3	BI-WEEKLY	\$1,218.07	2/10/2006	Outstanding
500090	000000007	BUTKOWSKI, HEATHER	3	BI-WEEKLY	\$965.35	2/10/2006	Outstanding
500091	000000002	HINRICHS, DAVID C	3	BI-WEEKLY	\$1,102.77	2/10/2006	Outstanding
500092	000000005	HUGHES, JOSEPH A	3	BI-WEEKLY	\$1,314.42	2/10/2006	Outstanding
500093	000000008	DUBORD, DAVID	3	BI-WEEKLY	\$51.43	2/10/2006	Outstanding
500094	000000055	HAWKINSON, LUKE	3	BI-WEEKLY	\$24.94	2/10/2006	Outstanding
500095	000000057	HINRICHS, JASON	3	BI-WEEKLY	\$251.43	2/10/2006	Outstanding
					<u>\$6,469.56</u>		

CITY OF LAUDERDALE

02/08/06 4:03 PM

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Payments

Current Period: FEBRUARY 2006

Batch Name	021006paytax	Payment	Computer Dollar Amt	\$5,548.10	Posted
Refer	64	NORTH STAR BANK, CHECKING S	Ck# 000033E	2/10/2006	
Cash Payment	G 101-21703	FICA WITHHOLDING.	2/10/06	federal payroll taxes	\$1,742.90
Invoice					
Cash Payment	G 101-21701	FEDERAL TAXES	2/10/06	federal payroll taxes	\$894.63
Invoice					
Transaction Date	2/8/2006	Due 0	NORTH STAR CHE	10100	<b>Total</b> \$2,637.53
Refer	65	ICMA	Ck# 000034E	2/10/2006	
Cash Payment	G 101-21705	ICMA RETIREMENT	2/10/06	payroll	\$1,694.22
Invoice					
Transaction Date	2/8/2006	Due 0	NORTH STAR CHE	10100	<b>Total</b> \$1,694.22
Refer	66	PERA	Ck# 000035E	2/10/2006	
Cash Payment	G 101-21704	PERA	2/10/06	payroll	\$1,216.35
Invoice					
Transaction Date	2/8/2006	Due 0	NORTH STAR CHE	10100	<b>Total</b> \$1,216.35
<b>Fund Summary</b>					<b>BATCH Total</b> \$5,548.10
101		10100 NORTH STAR CHECKING			\$5,548.10
					\$5,548.10

Pre-Written Checks	\$5,548.10
Checks to be Generated by the Compute	\$0.00
<b>Total</b>	<b>\$5,548.10</b>

**LAUDERDALE COUNCIL  
ACTION FORM**

**ACTION REQUESTED**

Consent              X    
Public Hearing            
Discussion                
Action                     
Resolution               
Work session           

Meeting Date: January 24, 2006

ITEM NUMBER   5-A Seal Coating  

STAFF INITIAL                           

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:** the council placed seal coating in the 2005 budget but the work was never bid. The 2006 budget includes dollars to complete this work on the roads west of Fulham, East of Eustis, South of Ryan and North of Larpenteur. The engineers estimate for this work is within the amount budgeted.

The time line calls for bid opening March 21 and the award at the March 28 meeting. Work to be completed before September.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**

Lauderdale  
2/8/2006

2006 SEAL COAT

BRAA FILE NO. 000532-06001-0

oil rate 0.27 gal/sq yd  
rock rate 25 lbs/sq yd  
crack rate 2.86 ft/lb  
(length/30)\*width\*lb/ft  
rock 30 \$/ton  
oil 1.35 \$/gal  
crack 1.35 \$/lb

Street Name	From	To	C/L Length (ft.)	Existing Width (ft.)	Area (sy)	FA-2 Rock (ton)	Oil (gal)	Crack Seal (lbs)	Rock Cost	Oil Cost	Crack Seal Cost	Total Cost
Pleasant Lake	Ryan	Larpenteur	3021	30.0	10,070.00	125.88	2,718.90	1,056.29	3,776.25	3,670.52	1,426.00	8,872.76
Summer	Summer	Ione	1315	30.0	4,383.33	54.79	1,183.50	459.79	1,643.75	1,597.73	620.72	3,862.19
Summer	Fulham	Pleasant	820	30.0	2,733.33	34.17	738.00	286.71	1,025.00	996.30	387.06	2,408.36
Spring	Fulham	Pleasant	650	18.0	1,300.00	16.25	351.00	136.36	487.50	473.85	184.09	1,145.44
Ione	Fulham	Pleasant	1300	18.0	2,600.00	32.50	702.00	272.73	975.00	947.70	368.18	2,290.88
Carl	Ryan	Larpenteur	3256	30.0	10,853.33	135.67	2,930.40	1,138.46	4,070.00	3,956.04	1,536.92	9,562.96
Eustis	Ryan	Roselawn	614	21.6	1,473.60	18.42	397.87	154.57	552.60	537.13	208.67	1,298.40
Summer	Eustis	Pleasant	600	18.0	1,200.00	15.00	324.00	125.87	450.00	437.40	169.93	1,057.33
Spring	Eustis	Pleasant	650	18.0	1,300.00	16.25	351.00	136.36	487.50	473.85	184.09	1,145.44
Ione	Eustis	Pleasant	650	30.0	2,166.67	27.08	585.00	227.27	812.50	789.75	306.82	1,909.07
		<b>Total</b>	<b>12876</b>		<b>38,080</b>	<b>476.00</b>	<b>10,281.67</b>	<b>3,994.43</b>	<b>14,280.10</b>	<b>13,880.26</b>	<b>5,392.49</b>	<b>33,552.84</b>



**LAUDERDALE COUNCIL  
ACTION FORM**

<b>ACTION REQUESTED</b>	
Consent	_____ X _____
Public Hearing	_____
Discussion	_____
Action	_____
Resolution	_____
Work session	_____

<b>Meeting Date:</b> January 24, 2006
<b>ITEM NUMBER</b> <u>5-B Authorize Change in Health Plan</u>
<b>STAFF INITIAL</b> _____
<b>APPROVED BY ADMINISTRATOR</b>

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:** the city currently receives health, dental and other insurance through Ramsey County. Information received from Public Employees Insurance Program provides the same level of coverage at a significantly lower cost.

The plan is to complete the change over in providers so employees do not lose coverage in the process.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**

**LAUDERDALE COUNCIL  
ACTION FORM**

<p style="text-align: center;"><b>ACTION REQUESTED</b></p> Consent <u>  X  </u> Public Hearing <u>      </u> Discussion <u>      </u> Action <u>      </u> Resolution <u>      </u> Work session <u>      </u>	<p>Meeting Date: January 24, 2006</p> <hr/> <p>ITEM NUMBER <u>  5-C Police Contract  </u></p> <p>STAFF INITIAL <u>                          </u></p> <p>APPROVED BY ADMINISTRATOR</p>
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**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:** the city contracts for law enforcement services from the City of St. Anthony. St. Anthony has been providing excellent service to Lauderdale for several years. The current contract expires at the end of this year and to maintain continuity of coverage and stable service, St. Anthony is proposing a three year contract. The contract rates increase 5% per year with the increase attributed to fuel prices, health insurance and other personnel related costs.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**



3301 Silver Lake Road. St. Anthony. Minnesota 55418-1699

Office: (612) 782-3301 • Fax: (612) 782-3302 • www.ci.saint-anthony.mn.us

January 25, 2006

Brian Bakken-Heck  
City of Lauderdale  
1891 Walnut Street  
Lauderdale, Minnesota 55113

Dear Brian:

Enclosed is the Contract Agreement for police services for 2007, 2008 and 2009 between the Cities of Lauderdale and St. Anthony. At our January 10<sup>th</sup> meeting with you and Mayor Sue Gehrz (Falcon Heights), we discussed the possibility of a three-year contract. After consideration of extending the contract an additional year, Staff will recommend to the St. Anthony City Council a 5.5% increase for each year of the 3-year contract.

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

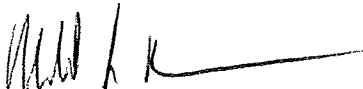
- ✓ Salaries increase 3.5% to 4% in 2007, 2008 and 2009.
- ✓ Health insurance premiums increased 16% and each year continues to rise at double-digit levels.
- ✓ Increasing costs of maintenance (labor, tires, parts & etc.).
- ✓ Fuel costs have increased significantly.
- ✓ PERA (Employer pension contributions were increased by the State).

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

<u>2006</u> <u>Contract</u>	<u>Proposed</u> <u>2007</u>	<u>Proposed</u> <u>2008</u>	<u>Proposed</u> <u>2009</u>
\$255,254	\$269,300	\$284,100	\$299,725

In addition, attached is a copy of the proposed budget for Lauderdale.

Sincerely,



Michael J. Mornson  
City Manager

CONTRACT AGREEMENT  
FOR POLICE SERVICES

This Agreement is made and entered into as of \_\_\_\_\_, 2006 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF LAUDERDALE, a municipal corporation under the laws of the State of Minnesota ("Lauderdale"). The services to be performed under this Agreement will commence January 1, 2007.

I. PURPOSE

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

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

II. INTERPRETATION

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

III. SERVICES

St. Anthony will provide Lauderdale with 24 hour police service, and will physically place a certified officer within the boundaries of Lauderdale 16 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 16 hours of police protection and police presence each day within the City of Lauderdale. In those instances stated above when an officer is not physically present in Lauderdale, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

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

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Lauderdale 16 hours each day, subject only to the exceptions noted above;
- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;

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

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2007, and will continue until December 31, 2009. In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of \$269,300 for the year 2007, \$284,100 for the 2008, and an annual fee of \$299,725 for 2009 for the police service under this Agreement. This Agreement will be effective January 1, 2007, and will continue indefinitely unless canceled in accordance with the procedure outlined in Section XX of this Agreement. In consideration of services provided for under this Agreement, St. Anthony and Lauderdale shall establish the fee for these services by May 15, 2009.

VI. METHOD OF PAYMENT

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

VII. LIABILITY

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

VIII. ADMINISTRATIVE RESPONSIBILITY

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

IX. JOINT ADVISORY COMMITTEE

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

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

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

XI. COOPERATION AND ASSISTANCE AGREEMENTS

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

XII. HEADQUARTERS

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

XIII. EMPLOYEES OF ST. ANTHONY

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

XIV. ENFORCEMENT POLICIES

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

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE

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

XVI. OFFICERS OF LAUDERDALE

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

XVII. OFFENSES

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

XVIII. COMMUNICATIONS

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

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

XIX. PROSECUTION AND REVENUES

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

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2007 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Lauderdale shall establish the fee for police services by May 15, 2009.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by April 15th of even numbered years that St. Anthony or Lauderdale intends to terminate the Agreement. Termination of

this Agreement shall be effective on December 31st at 11:59 of the year that either St. Anthony or  
Lauderdale terminate the Agreement.

XXII. REVIEW OF AGREEMENT

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

XXIII. ASSIGNMENT

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

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

CITY OF LAUDERDALE

CITY OF ST. ANTHONY

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
Mayor

By: \_\_\_\_\_  
City Administrator

By: \_\_\_\_\_  
City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# Summary of Lauderdale Budget For Fiscal Years 2006 - 2007 - 2008 - 2009

Revenues: - Lauderdale Contract	2006		2007		2008		2009	
	Lauderdale		Lauderdale		Lauderdale		Lauderdale	
	\$255,254.00	5.50%	\$269,300.00	5.50%	\$284,100.00	5.50%	\$299,725.00	5.50%
<b>General Fund</b>	<u>\$255,254.00</u>		<u>\$269,300.00</u>		<u>\$284,100.00</u>		<u>\$299,725.00</u>	
<b>TOTAL</b>	<u>\$255,254.00</u>	5.50%	<u>\$269,300.00</u>	5.50%	<u>\$284,100.00</u>	5.50%	<u>\$299,725.00</u>	5.50%
<b>Personal Services</b>								
101-41100-110 Salaries	\$153,700.00		\$159,800.00		\$167,300.00		\$176,500.00	
101-41100-111 Overtime Salaries	\$2,450.00		\$2,500.00		\$2,600.00		\$2,800.00	
101-41100-114 Employers Contribution/Pension	\$16,650.00		\$18,100.00		\$19,400.00		\$20,500.00	
101-41100-115 Employers Contribution/Insurance	\$17,550.00		\$20,400.00		\$22,400.00		\$23,500.00	
101-41100-117 Overtime Court	\$850.00		\$900.00		\$1,100.00		\$1,200.00	
<b>Total Personal Services</b>	<u>\$191,200.00</u>	5.49%	<u>\$201,700.00</u>	5.50%	<u>\$212,800.00</u>	5.50%	<u>\$224,500.00</u>	5.50%
<b>Supplies</b>								
101-41100-226 General Supplies	\$4,200.00		\$4,450.00		\$4,700.00		\$5,000.00	
<b>Total Supplies</b>	<u>\$4,200.00</u>	5.95%	<u>\$4,450.00</u>	5.62%	<u>\$4,700.00</u>	6.38%	<u>\$5,000.00</u>	
<b>Other Services &amp; Charges</b>								
101-41100-321 Other Services	\$2,150.00		\$2,300.00		\$2,500.00		\$2,600.00	
101-41100-331 Communications	\$8,200.00		\$8,600.00		\$8,800.00		\$9,300.00	
101-41100-333 Care & Support/Booking Fees	\$2,300.00		\$2,450.00		\$2,600.00		\$2,700.00	
101-41100-334 Printing & Publishing	\$1,100.00		\$1,300.00		\$1,500.00		\$1,600.00	
101-41100-339 Maintenance & Repair	\$500.00		\$600.00		\$700.00		\$800.00	
101-41100-341 Travel/School/Conference	\$1,050.00		\$1,200.00		\$1,350.00		\$1,400.00	
101-41100-342 Subscriptions/Membership	\$400.00		\$500.00		\$600.00		\$700.00	
<b>Total Other Services &amp; Charges</b>	<u>\$15,700.00</u>		<u>\$16,950.00</u>		<u>\$18,050.00</u>		<u>\$19,100.00</u>	
	\$211,100.00	5.68%	\$223,100.00	5.58%	\$235,550.00	5.54%	\$248,600.00	
<b>Other Budget Line Items</b>								
101-40510-335 Finance/Insurance - Workers Compensation	\$14,000.00		\$14,800.00		\$15,600.00		\$16,500.00	
101-41900-226 Animal Control	\$1,000.00		\$1,200.00		\$1,400.00		\$1,500.00	
101-42200-222 Public Works/Fuels & Lubricants	\$16,000.00		\$17,600.00		\$19,400.00		\$20,400.00	
101-42200-339 Public Works/Maintenance & Repair	\$5,300.00		\$5,600.00		\$5,900.00		\$6,200.00	
101-50000-349 Contingency For Emergency Expenditures	\$7,854.00		\$7,000.00		\$6,250.00		\$6,525.00	
<b>TOTAL LAUDERDALE POLICE BUDGET</b>	<u>\$255,254.00</u>	5.50%	<u>\$269,300.00</u>	5.50%	<u>\$284,100.00</u>	5.50%	<u>\$299,725.00</u>	
	\$0.00		\$0.00		\$0.00		\$0.00	

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent                      X    
Public Hearing                       
Discussion                           
Action                                 
Resolution                           
Work Session                     

Meeting Date            February 14, 2006  
ITEM NUMBER           5D- 2006 City Licenses  
STAFF INITIAL             HB    
APPROVED BY ADMINISTRATOR   YES

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The City of Lauderdale requires tree contractors, gas stations, sellers of tobacco and alcohol, and garbage haulers operating in Lauderdale to be licensed at the start of each year. All licensees must complete an application, pay a fee, and provide proof of relevant insurance. The attached applicants have successfully completed the application process. We will provide the council with an updated list at the city council meeting as we anticipate more completed applications by Tuesday.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Approve 2006 licensure of the attached tree contractors, gas stations, sellers of tobacco and alcohol, and garbage haulers.

**COUNCIL ACTION:**

Motion to approve 2006 tree contractors, gas stations, sellers of tobacco and alcohol, and garbage haulers.

## **2006 Garbage Haulers**

---

Allied Waste (Formerly BFI) 4325 66 <sup>th</sup> Street E, Inver Grove Heights, MN 55076	651-455-8634
Walter's Recycling and Refuse PO Box 67, Circle Pines, MN 55014	763-780-8464
Waste Management 10050 Naples Street NE, Blaine, MN 55449	952-890-1100

## **2006 Gas Stations**

---

J.A.L. Amoco 2421 Larpenteur Ave. W., Lauderdale, MN 55113	651-646-9111
Rose Hill Service Station 2430 Larpenteur Ave. W., Lauderdale, MN 55113	651-646-0463

## **2006 Tobacco Retailers**

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J.A.L. Amoco 2421 Larpenteur Ave. W., Lauderdale, MN 55113	651-646-9111
---	--------------

## **2006 Tree Contractors**

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A-1 Walsh P.O. Box 17193, St. Paul, MN 55117	651-489-1149
All Seasons Tree Service 8140 Granada Ave S, Cottage Grove, MN 55016	651-690-3200
Blue Chip Tree Removal 7700 110th St. S., Cottage Grove, MN 55016	651-459-5007
Rainbow Tree Company 2239 Edgewood Ave., St. Louis Park, MN 55426	952-922-3810
Northeast Tree & Timber 2527 Jackson St. NE, Minneapolis, MN 55418	612-789-9255
Precision Landscape & Tree 50 S Owasso Blvd E, Little Canada, MN 55117	651-484-2726





CITY OF LAUDERDALE

ORDINANCE NO. \_\_\_\_\_

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

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

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

ANIMAL CONTROL<sup>1</sup>

SECTION:

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

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<sup>1</sup> M.S.A. §§ 18.021 et seq., chapters 356 and ~~47~~ 347, §§ 561.07, 609.227, and 609.605.

5-3-1: DEFINITIONS:

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

~~!DEF! ANIMAL: Any nonhuman mammal, reptile, amphibian, or bird, domestic or nondomestic, including dogs and cats.~~

ANIMAL CONTROL AUTHORITY: means an agency of the state, county, municipality or city, or other governmental subdivision of the state which is responsible for animal control operations in its jurisdiction.

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

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

- A. Any member of the large cat family (family felidae) including, but not limited to, lions, tigers, cougars, bobcats, leopards and jaguars, but excluding domesticated house cats.
- B. Any naturally wild member of the canine family (family canidae) including, but not limited to, wolves, foxes, coyotes, dingoes, and jackals, but excluding domesticated dogs.
- C. Any crossbreeds between a domesticated animal and a non-domesticated animal, such as the crossbreed between a wolf and a dog.
- D. Any member or relative of the rodent family, including, but not limited to, any skunk (whether or not descended), raccoon, or squirrel, but excluding those members otherwise

defined or commonly accepted as domesticated pets.

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

RESTRAINED: On a leash of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal, in a vehicle, or confined to

the owner's property by enclosure or fencing, or absolute voice command.

SUBSTANTIAL BODILY HARM: Bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member. (Ord. 12, 7-27-1993)

~~+DEPEND+~~

5-3-3: EXEMPTIONS:

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

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

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

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

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

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

5-3-4: ~~CERTAIN DOMESTICATED~~ NON-DOMESTIC AND FARM ANIMALS:

5-3-4-1: PERMIT REQUIRED:

It shall be unlawful to keep or maintain ~~roosters, bees or any horse, cow, pony, mule, donkey, pig, goat, sheep, or other large~~ a non-domesticated or farm animal, ~~other than a dog,~~ without first having obtained a permit therefor. It shall also be unlawful to keep or maintain more than two (2) ~~chickens, ducks, geese, turkeys, pigeons,~~ rabbits, chinchillas, ~~minks, nutrias,~~ or guinea pigs without first

having obtained a permit therefor. All of the  
aforementioned are hereinafter referred to as "animals".  
(Ord. 84, 11-19-1985)

5-3-5-3: LICENSING PROCEDURES:

A. Application: Except as herein provided, within thirty (30) days after acquiring possession of a dog or cat five (5) months or older, the owner of the dog or cat shall make application for a dog or cat license. The application shall be on forms provided by the City Administrator. The applicant shall also present proof of vaccination to the City Administrator prior to the issuance or renewal of a license.

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

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

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

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

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

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

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

5-3-6: REGULATIONS:

A. Confinement: Except as herein provided, the owner of an animal within the City shall cause such animal to be confined to the individual's property by adequate fencing, leash, or absolute voice command.

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

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

D. Noise: The owner of any animal within the City shall be responsible for preventing the animal from becoming a nuisance. A nuisance shall be defined as barking, baying, crying, or howling in any manner, which can be heard by any person, including Animal Control or any law enforcement officer, from a location outside of the building or premises where the animal is being kept for an unreasonable length of time. For the purposes of this ordinance, "unreasonable" means repeated noise from the animal over at least a five (5) minute period of time with one (1) minute or less lapse of time between each animal noise during the five (5) minute period.

E. Feces: Cleaning up litter:

1. The owner of an animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.

2. The owner of an animal shall not permit such animal to be on public property or the private property of another without having in the owner's immediate possession, a

device for the removal of feces and a proper receptacle on the property of such animal owner.

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

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

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

~~I. Dangerous Animals: The owner shall confine within a building or a secure enclosure, every potentially dangerous animal, and shall not take such animal out of such building or secure enclosure, unless such animal is securely muzzled.~~ J. Guard Dog Warning Signs: A person who uses a dog for security purposes within the City shall post a warning notice at the entrance of the premises. (Ord. 12, 7-27-1993; 1996 Code)

5-3-7: IMPOUNDMENT:

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

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

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

observed by the Animal Control Officer to be in violation of the provisions of this Chapter.

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

4. Notice Of Impoundment: Immediately upon impounding the animal, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner.

B. Redemption: An animal which is not redeemed within five (5) business days after impounding may be disposed of in any manner provided by law. Any animal which is not claimed by the owner or sold, shall be euthanized and disposed of in a sanitary manner by the Animal Control Officer.

C. Title: The title of all animals seized and held at the animal shelter may be transferred to the Humane Society after the legal detention period has expired and the animals have not been claimed by their owners.

D. Impoundment Fees: Any animal, with the exception of a non-domesticated animal or farm animal being maintained without a permit impounded hereunder may be reclaimed by the owner of such animal within five (5) business days after such impoundment. Before the owner shall be permitted to recover possession of the animal, the owner shall pay the Animal Control Officer all required fees and costs of impoundment. (Ord. 12, 7-27-1993)

#### 5-3-8: RABIES CONTROL:

A. State Law Adopted: The Minnesota Health Laws and Regulations are hereby adopted in cases of rabid animals which have bitten any person or animals suspected of being rabid.

B. Duty Of Physician To Report: It shall be the duty of every physician to report to the City the names and addresses of persons treated for bites inflicted by animals together with other information helpful in rabies control.

C. Duty Of Veterinarian To Report: It shall be the duty of every licensed veterinarian to report to the City his or her diagnosis of any animal observed by him or her as a rabies suspect.

D. Issuance Of Proclamation: Whenever the prevalence of rabies or hydrophobia renders such action necessary to protect the public health, safety and welfare, the Mayor shall issue a proclamation ordering every person owning or in possession of a dog to confine it securely to other premises unless it is muzzled so that it cannot bite. No person shall violate this proclamation. (Ord. 12, 7-27-1993)

5-3-10: POTENTIALLY DANGEROUS ANIMALS DOGS:

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

~~B. Dangerous Animals Prohibited: It shall be unlawful for any person to keep or harbor a dangerous animal in the City. (Ord. 12, 7 27 1993)~~ Confinement of a Potentially Dangerous Dog: a dog that is determined to be a potentially dangerous dog must be kept in a proper enclosure at all times. If outside, it must be confined to the owner's premises and be wearing a muzzle.

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

5-3-11: DANGEROUS DOGS:

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

1. Obtain a certificate of registration from the Animal Control Authority. A certificate of registration may be issued when the owner provides sufficient evidence that: a) a proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children that there is a dangerous dog on the premises; b) a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the Animal Control Authority in the sum of at least \$50,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$50,000, insuring the owner and his or her property for any personal injuries inflicted by the dangerous dogs; c) the owner has paid an annual fee that is established by the City Council in addition to any regular dog licensing fees to obtain a certificate of registration for a dangerous dog under this section; and d) the owner has microchip identification implanted in the dangerous dog as required by Minnesota Statute Section 347.515.

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



5-3-12: SUMMARY DESTRUCTION OF DANGEROUS DOGS:

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

1. The Animal Control officer shall cause one owner of the dog to be notified in writing personally or by mail that the dog is dangerous and may order the dog seized or make such orders as deemed proper. The owner shall be notified as to dates, times, places, and parties bitten, and shall be given 14 days to appeal the order by requesting in writing an appeal hearing before the City Council for a review of this determination.

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

- b. Whenever an Animal Control Officer has reasonable cause to believe that a particular animal represents a clear and immediate danger to the residents of the City because it is infected with rabies or because it is a dangerous animal, If an owner requests a hearing for determination as to the dangerous nature of the dog, the hearing shall be held before the City Council, which shall set the date for the hearing not more than three weeks after demand for the hearing. The records of Animal Control shall be admissible for consideration by the City Council without further foundation. After considering all evidence pertaining to the temperament of the dog, the City Council shall make an order as it deems proper. The City Council may order that the Animal Control officer, after making reasonable attempts to impound such animal, may summarily destroy the animal. (Ord. 12, 7-27-1993) take the dog into custody for destruction, if such dog

is not currently in custody. If the dog is ordered into custody for destruction, the owner shall immediately make the dog available to the Animal Control officer.

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

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

5-3-~~12~~ 13: PENALTY:

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

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

Adopted by the city council of the City of Lauderdale this \_\_\_ day of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Jeffrey Dains, Mayor

ATTEST:

\_\_\_\_\_  
Heather Butkowski, Deputy Clerk

Published in the \_\_\_\_\_ this  
\_\_\_\_\_ day of \_\_\_\_\_, 2006.

**LAUDERDALE COUNCIL  
ACTION FORM**

**ACTION REQUESTED**

Consent              X    
Public Hearing            
Discussion                
Action                     
Resolution               
Work session           

Meeting Date: January 24, 2006

ITEM NUMBER   10-B Xcel Franchise  

STAFF INITIAL                           

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:** Xcel Energy sent the City franchise agreements for gas and electric delivery in the city. The agreements generally cover the use of the city's right of way by the power company to deliver services to their customers. I spoke with James Strommen, attorney for the Suburban Rate Authority (SRA) and he indicated if the city desired such a franchise, he would recommend using one developed by the SRA. He said these are not generally needed if the city has a good right of way management ordinance. Also, the franchise does not provide for the collection and payment of a franchise fee by the utility. The city could require a franchise fee be collected and paid and the funds can be used for general government activities. However, the funds come from the consumers, not the utility.

**OPTIONS:**

1. Enter into a Franchise agreement with Xcel Energy.
2. Develop a comprehensive Right of way ordinance.
3. Do nothing

**STAFF RECOMMENDATION:** if the council should want a franchise agreement with the utility, it is recommended the city start with a model developed for the league of MN Cities. The other issue is franchise fee if the council wants to go this way.

**COUNCIL ACTION:**



# Electric/Gas Franchise Agreement

At Xcel Energy we work hard to build and maintain strong relationships with our communities because we want to provide our customers – your residents – with reliable, affordable energy now and into the future.

Franchise agreements with our communities have helped us deliver on that commitment for decades. We've found that in negotiating these agreements, we and the cities we work with develop a mutual understanding of that city's unique needs and priorities and how Xcel Energy relates to them. Defining roles and responsibilities helps us know better what to expect from each other. That helps us all best serve the interests of your residents and our customers. We currently participate in nearly 400 franchise agreements across Minnesota, with some going back 50 years or more.

## Franchise Agreement Benefits

A franchise agreement can help establish a strong working relationship with you in several ways. This agreement:

- demonstrates our mutual interest in a strong long-term working relationship to deliver an essential service to residents and businesses
- helps ensure service reliability by authorizing Xcel Energy to trim trees within the right-of-way, subject to city permits
- includes an indemnification provision explaining the circumstances under which the city is protected against claims arising from injury to persons or damage to property resulting from our operations
- provides a method for amicable resolution of disputes

## Franchise Agreement Specifics

Xcel Energy starts with a standardized franchise agreement to maintain consistent and uniform work practices across our service territory. We can then negotiate minor modifications to the standard agreement to address your community's specific concerns. Our franchise agreements have 20-year terms, consistent with the significant system investments we make to help assure the city's residents and businesses of long-term, reliable energy service.

It's important to know what a franchise does NOT do:

- The city does not waive any regulatory authority over city streets by entering into a franchise agreement.
- Xcel Energy remains subject to permit conditions imposed by the city for utility installations in the right-of-way.
- The franchise does not waive the city's police power including eminent domain.
- Franchise agreements do not limit the city's ability to participate in future market changes.

## Franchise Adoption Process

Franchise agreements are bilateral contracts in the form of a city ordinance. Entering into a new franchise typically involves these steps:

1. Xcel Energy provides draft franchise ordinance.
2. City and Xcel Energy agree to final franchise language.
3. City adopts franchise ordinance.
4. Franchise ordinance is published as part of public record.
5. Affidavit of publication is provided to Xcel Energy.
6. Xcel Energy accepts ordinance and provides city an official written acceptance.

The franchise ordinance becomes effective as a contract when accepted in writing by Xcel Energy.



*Xcel Energy owns and operates facilities in over 350 communities throughout Minnesota.*

*We provide energy to more than 1.5 million electric and nearly 400,000 gas customers in our state.*

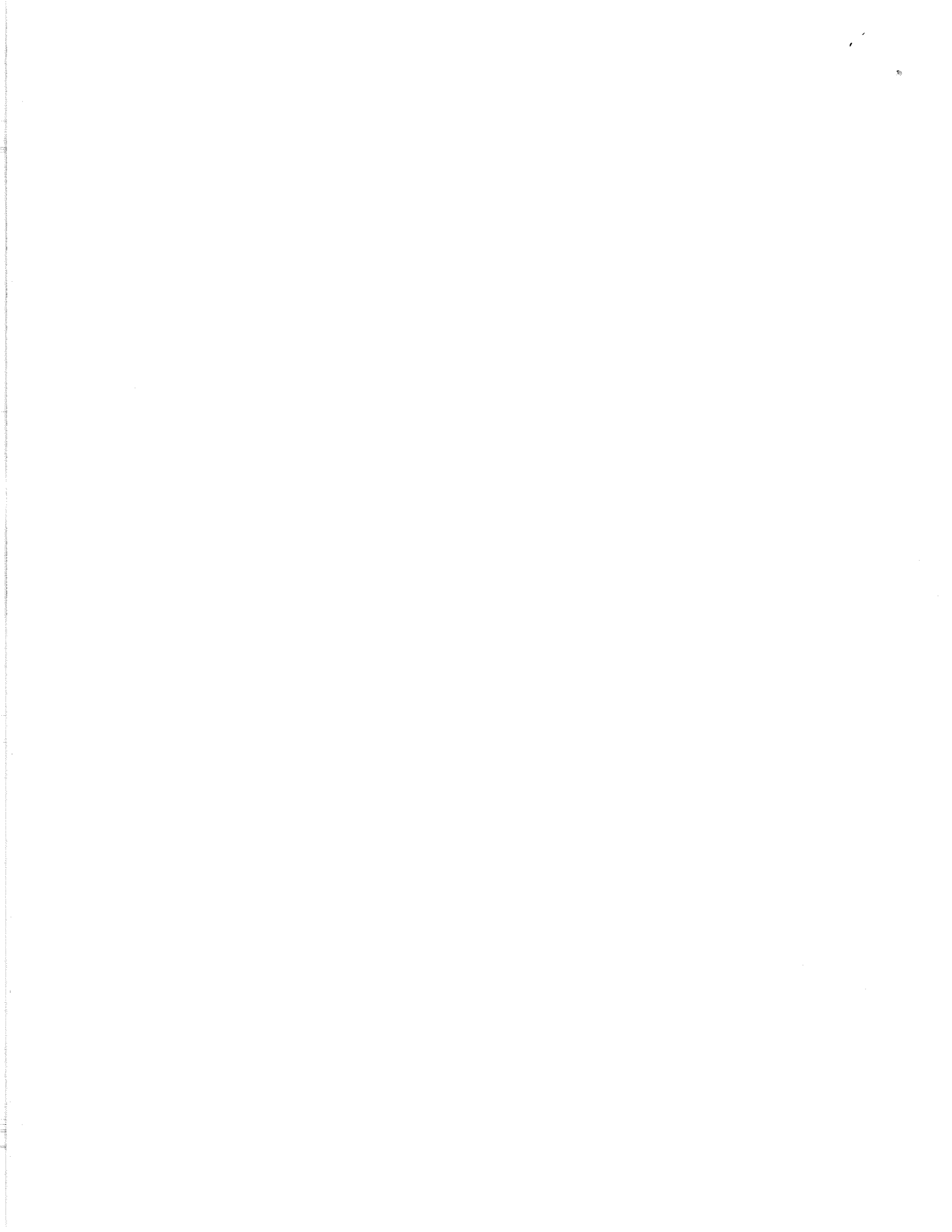
*Like you, we know that our success depends on the vitality of these customers and communities.*



1-800-328-8226  
www.xcelenergy.com

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03-09-106 9/03



**LAUDERDALE COUNCIL  
ACTION FORM**

<p style="text-align: center;"><b>ACTION REQUESTED</b></p> Consent <u>  X  </u> Public Hearing <u>      </u> Discussion <u>      </u> Action <u>      </u> Resolution <u>      </u> Work session <u>      </u>	<p>Meeting Date: January 24, 2006</p> <hr/> <p>ITEM NUMBER <u>  11-A Speed Cart  </u></p> <p>STAFF INITIAL <u>                          </u></p> <p>APPROVED BY ADMINISTRATOR</p>
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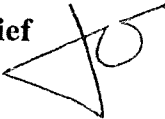
**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:** Chief John Ohl, St. Anthony Police Department, approached me on a proposal to share in the cost and utilization of a "Speed Cart". This device is a portable unit used to tell motorists what speed they are traveling. It also has the ability to keep and maintain statistical information relating to speed and vehicles. The cost is proposed to be shared by St. Anthony, Lauderdale and Falcon Heights.

- OPTIONS:**
1. Authorize the City Administrator to enter into an agreement with St. Anthony for purchase and use of the speed cart.
  2. Choose not to participate.

**STAFF RECOMMENDATION:** staff recommends the council select option 1 above.

**COUNCIL ACTION:**

# MEMO

**Date:** February 1, 2006  
**To:** Heather Worthington, City Manager  
Brian Bakken-Heck, City Manager  
**From:** John Ohl, Police Chief   
**Subject:** Speed Cart


---

I have spoken to my City Council regarding the shared purchase of a speed cart, and they are willing to expend one third of the cost. I have attached a memo and information on the cart I am suggesting.

Please let me know if you are interested in this collaborative effort. We would also decal the cart with the 3 cities names which may add approximately \$200 to the project.



MEMO

DATE: January 17, 2006  
TO: Mike Mornson, City Manager  
FROM: John Ohl, Chief of Police   
SUBJECT: Speed Cart

---

Per discussion at the 2006 goal setting, I've completed the research on speed carts, as evidenced by my memo of November 23, 2005 (attached).

I would suggest the SMART LP which would cost \$13,315.70, with all options including tax and shipping.

A suggestion was made to approach Falcon Heights and Lauderdale and possibly split the cost of this cart three ways, or \$4,438.57 each.


No funding source has been identified for our portion of this purchase.

JO:vj

MEMO

DATE: November 23, 2005

TO: Mike Mornson, St. Anthony City Manager  
Heather Worthington, Falcon Heights City Administrator  
Brian Bakken-Heck, Lauderdale City Administrator

FROM: Chief Ohl 

SUBJECT: Speed Cart

---

The City of St. Anthony currently owns 1/3 interest in a portable Kustom Signals Speed Cart. This cart is owned by the City of St. Anthony, City of New Brighton, and City of Columbia Heights. It has come to my attention that our own speed cart would be beneficial in our efforts to do both traffic monitoring and speed education.

It seems logical that the Cities of Falcon Heights and Lauderdale would also benefit from speed cart placement. It would be my suggestion that the 3 cities split the cost of a new speed cart, one that we would not have to share with New Brighton and Columbia Heights. Many innovations and upgrades have been made since we purchased our speed cart. The most noticeable upgrade is a Windows Operating system and the overall size, weight, and bulk of the speed cart in general.

The following represents what I believe are the most affordable options:


- SMART-LP \$12,503: The SMART-LP (Low Profile) has all the features that our current speed cart has, but is much smaller in size and subsequently easier to place on boulevards, streets, and is simply easier to set-up.
- SMART-600 \$8,710: This speed cart also has most of the options as our current speed cart. The LED display is smaller than the SMART-LP, but would be a very viable option.
- SMART-500: \$3,890: The SMART-500 is essentially a very small dolly mounted radar display. The SMART-500 keeps no statistics; it doesn't count any cars, and does not have a computer program associated with it. It has a 12 inch amber LED display but is easily readable as it automatically adjusts its brightness depending on the ambient light. The SMART-500 would be an excellent tool for speed education, but would not count cars, give highs and lows, as well as other traffic statistics.

As you can see from the aforementioned, splitting a new speed cart 3-ways could be a very affordable option for St. Anthony, Falcon Heights, and Lauderdale.

I have attached photos and features for all 3 of the speed carts mentioned.

JO:vj

[Company Info](#) | [Sales & Customer Support](#) | [Service Center](#) | [International](#)  
[Customer First](#) | [GSA Purchases](#) | [Texas Contract](#) | [Parts & Returns Forms](#)

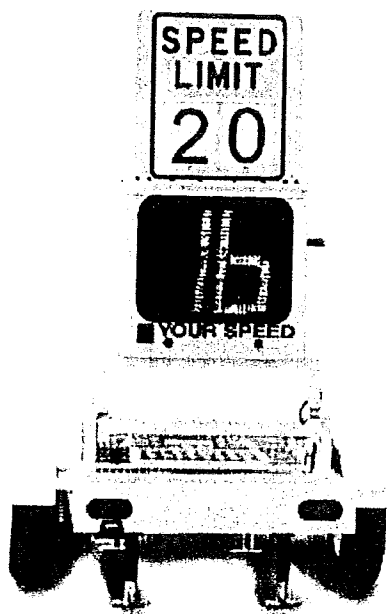

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### SMART-LP (Low Profile)

#### SMART-LP (Low Profile): Features

- 18" Amber LED display provides high visibility and adjusts to all ambient light conditions
- Adjustable tongue length for safer towing
- Tamper-resistant, dual lock storage box houses power switch, low maintenance batteries, charger and speed signs

#### Optional Features:

- Violator Alert - LED display flashes if pre-set speed is exceeded
- DRU (Direction Radar Unit) - displays approaching traffic only
- Built-in axle lock adds stability and prevents theft
- Electric Display Lift - raises and lowers display with ease
- High-speed Blanking - display turns off if pre-set speed is exceeded
- Solar Panel - provides alternative power source for longer field use
- SMARTStat - Kustom's Windows-based traffic statistics software pack

[Back to Product Detail](#)

For more information about this product please contact us at [sales@kustomsignals.com](mailto:sales@kustomsignals.com) or call 913.492.1400

1-800-4KUSTOM | [sales@kustomsignals.com](mailto:sales@kustomsignals.com) | Fax: 913-492-1703 | 9325 Pflumm - Lenexa, KS - 66215-3347

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**LAUDERDALE COUNCIL  
ACTION FORM**

**ACTION REQUESTED**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work session   X  

Meeting Date: January 24, 2006

ITEM NUMBER 15-A Goals

STAFF INITIAL [Signature]

APPROVED BY ADMINISTRATOR  
[Signature]

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:** the council and staff discussed and established broad goals at a January 24 goal setting session. Staff then worked on the goals to expand them to include objectives and strategies for accomplishing the established goals.

**OPTIONS:**

**STAFF RECOMMENDATION:** provide staff with feedback on the draft goals

**COUNCIL ACTION:**

# GOALS 2006

The city council established goals at the January 24, 2006 council meeting. This document outlines the goals and provides objectives and steps/strategies for achieving the stated goals. Doing this provides the council and staff with measurable outcomes by which to assess the city's success.

**GOAL** Turn back of Fulham, Roselawn and Eustis Streets.

**OBJECTIVE:** to negotiate with the county the improvement of the roads and ongoing maintenance of the streets.

**STRATEGIES:**

- Develop minimum acceptable standards for the reconstruction of the streets. March/April 2006.
- Develop minimum acceptable level of support for ongoing maintenance of the streets. March/April 2006
- Negotiate with the County to get the streets on construction schedule. June/July 2006.
- Research funding options. Ongoing.
- Include streets in city CIP maintenance plan. July – September 2006.
- Work with Falcon Heights on Fulham Street. Ongoing.

**OBJECTIVE:** to successfully negotiate the turn back of three segments of county road in the city.

**STRATEGIES:**

- Meet with County Manager and Engineer and outline the city's minimum requirements for turn back. Summer/Fall 2006
- Negotiate terms of turn back and time line. Spring 2006.
- Finalize agreement with county. Winter 2006/2007.

**GOAL:** Maintain the city's interests with regard to reconstruction of State Highway 280 and the Larpenteur Avenue Bridge.

**OBJECTIVE:** work cooperatively with the state and other jurisdictions to get these two projects completed.

**STRATEGIES:**

- Determine and get acquainted with the new state engineer for the city's district. February 2006.
- Continue to stay in contact and keep the council updated as the project progresses. (Ongoing).

**GOAL:** improve and expand recreational opportunities in the city.

**OBJECTIVE:** develop a comprehensive plan for the development and improvement of the city's parks and open space.

**STRATEGIES:**

- Park and Community Involvement Committee (PCIC) develops list of projects for consideration and establishes priorities. March – May 2006.
- Staff works out cost estimates for each project. March – May 2006.
- Staff and Council evaluate project list and priorities and place project in city CIP. July – September 2006.

**GOAL:** Prepare the city for future through visioning and planning.

**OBJECTIVE:** update the city's comprehensive plan in accordance with the Metropolitan Council guidelines.

**STRATEGIES:**

- Develop methodology and time line for completion of comprehensive plan update. Presented to council January 24, 2006.
- Council recruits and selects members of committee to look at comprehensive plan. March 2006.
- Staff works with committee and council in development of plan update. On going through 2007.
- Staff draft plan update and submits to council and other agencies for review and comment. December - January 2008.
- Council adopts update of city's comprehensive plan. August 2008.
- Final update sent to Metropolitan Council and incorporated into city's comprehensive land use plan. September 2008.

**OBJECTIVE:** revise city zoning ordinance to conform to updated comprehensive plan.

**STRATEGIES:**

- Staff completes review of zoning ordinance provisions and notes areas where amendments are needed. March 2006 – June 2006.
- Staff prepares revisions for council discussion and comment. July – September 2006.
- Staff reviews current land use and makes notes where uses are inconsistent with the city's comprehensive plan. 2006 – 2007.
- Staff prepares reports and resolutions changing land use designation where necessary to conform to comprehensive land use plan. 2007 – 2008.
- Staff presents amended zoning ordinance for adoption by council. 2008.

OBJECTIVE: revise and update city ordinance code.

STRATEGIES:

- Staff contacts firms who provide recodification services to obtain proposals and costs. March – April 2006.
- Staff recommends to council firm to use for recodification services. May – June 2006.
- Staff works with firm and council in recodification and updating all city ordinances. Ongoing 2006 – 2007.

OBJECTIVE: revise and update personnel policy and procedures manual.

STRATEGIES:

- Staff reviews policy and procedures manual. January – March 2006.
- Staff prepares amended policy and procedures manual. April – May 2006.
- Staff presents amended policy and procedures manual for council consideration. June – July 2006.

GOAL: improve the city's tax base, employment and housing opportunities.

OBJECTIVE: develop and implement tools the city can utilize to improve the city's housing stock and business opportunities.

STRATEGIES:

- Staff research and provide information for the council to consider regarding the establishment of an HRA or an EDA. April – June 2006.
- Council considers whether or not to establish an HRA or an EDA. July – August 2006.
- Staff researches grants and loan programs the city can participate in. Ongoing.
- Council considers adopting some type of housing maintenance or truth in housing program. April – July 2006.
- Council considers creating additional Tax Increment Finance Districts in the city.

OBJECTIVE: create and expand commercial and retail areas along Larpenteur Avenue.

STRATEGIES:

- Staff and council talk to local business owners along Larpenteur Avenue about their future plans.
- Council develops long-range master plan for the Larpenteur Avenue corridor. Ongoing in conjunction with Comprehensive plan.
- Staff researches possible funding options. Ongoing.
- Council considers the acquisition of land along corridor for future redevelopment.



OBJECTIVE: improve city's light industrial area west of 280 and south of Larpenteur.

STRATEGIES:

- Staff and council talk to local business owners in industrial area about future plans.
- Council develops long-range master plan for the area. Ongoing in conjunction with Comprehensive plan.
- Staff researches possible funding options. Ongoing.

**LAUDERDALE COUNCIL  
ACTION FORM**

<p><b>ACTION REQUESTED</b></p> <p>Consent _____</p> <p>Public Hearing _____</p> <p>Discussion _____</p> <p>Action _____</p> <p>Resolution _____</p> <p>Work session <u>  X  </u></p>	<p>Meeting Date: January 24, 2006</p> <hr/> <p>ITEM NUMBER <u>  15-B Personnel Policies  </u></p> <p>STAFF INITIAL <u>  RWD/H  </u></p> <p>APPROVED BY ADMINISTRATOR</p> <p><i>[Signature]</i></p>
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**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:** the city adopted policy and procedures in 1998 and updated them in 2004. Staff is working on revisions for consideration and discussion by the council.

**OPTIONS:**

**STAFF RECOMMENDATION:** provide staff with feedback on the draft

**COUNCIL ACTION:**

**CITY OF LAUDERDALE  
PERSONNEL POLICY AND PROCEDURES**

**SECTION 1. PURPOSE.**

The purpose of this ~~p~~Personnel Policy and procedures manual is to establish a uniform and equitable system of personnel administration, to define the rights and responsibilities of the City of Lauderdale and each employee and to give fair and equal employment opportunities to all qualified applicants. ~~for the employees of the CityCity of Lauderdale (CityCity), to define the rights and responsibilities of the CityCity and each of its employees, and to give fair and equal employment opportunities to all qualified applicants and employees.~~

**SECTION 2. EMPLOYMENT GUIDELINES.**

~~This~~The personnel policy and procedures manual is a guideline for the CityCity and its employees regarding CityCity employment. It does not constitute an employment agreement or contract. ~~This~~ These policies and procedures, like all other CityCity policies, may ~~can~~ be amended at any time at the ~~sole discretion~~by the city council, of the CityCity.

**SECTION 3. AT-WILL EMPLOYMENT.**

All CityCity employees are hired on an at-will basis. ~~This~~which means that either the employee or the CityCity may ~~can~~ terminate employment at any time and for any reason. ~~or no reason.~~

**SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY.**

It is the Citycity's policy to provide equal employment opportunity to all employees and applicants for employment in accordance with all applicable state and federal laws governing equal employment opportunity-affirmative action, laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

**SECTION 5. SCOPE.**

**Subdivision 1. Positions Covered.** This policy will apply to all employees in all positions, except the following:

- a. Elected officials;
- b. Members of all boards and commissions;
- c. Consultants and personnel paid on a fee basis;

- d. Volunteer personnel and personnel appointed to serve without pay;
- e. Emergency personnel;
- f. Independent contractors;
- g. ~~City personnel covered by a collective bargaining agreement;~~
- h. ~~City personnel covered by other employment agreements;~~ and
- gi. Any other person specifically exempted by the ~~City~~City Council.

Subdivision 2. Superseded by Law. No provision of this policy is intended to violate, supersede or conflict with any applicable federal law or regulation, state statute or local ordinance. ~~In the event of a conflict or violation, the statute, rule, regulation or ordinance shall rule, of any such regulation, the offending provision of this policy will be void, but all remaining provisions will remain in effect. If a court of competent jurisdiction declares a part of these policies and procedures null and void, only that specific section shall be removed. All other provisions remain in effect.~~

## SECTION 6. DEFINITIONS.

The following words and phrases will have the meanings given here and will apply throughout this policy and procedures manual. All other words and phrases used in this policy will maintain their generally accepted common meanings.

- a. ANNIVERSARY DATE ~~— means~~ the month and date of an employee's initial hiring or promotion.
- b. DESIGNATED PERSONNEL REPRESENTATIVE(S) ~~— means the City~~City Council member(s) who act(s) as liaison(s) between the employees and the ~~City~~City Council on personnel matters. For general personnel issues, the designated personnel representative is the City Administrator.
- c. EXEMPT EMPLOYEE ~~— are~~ employees to whom the federal Fair Labor Standards Act does not apply. Generally, administrative, executive and professional employees are exempt employees.
- d. IMMEDIATE FAMILY - the employee's spouse and children. Immediate family also includes: and the following relatives of either the employee or the employee's spouse: mother, father, brother, sister, grandparent, aunt, uncle, step-parent or legal guardian of either the employee or spouse.
- e. INDEPENDENT CONTRACTOR/CONSULTANT - persons or firms hired by the ~~City~~City who determine their own hours of operation or use their own resources in the performance of their duties. Independent contractors and consultants are not ~~City~~City employees.
- f. NON-EXEMPT EMPLOYEE - employees to whom the federal Fair Labor Standards Act applies.

- g. OVERTIME - time actually worked by non-exempt employees in excess of eight hours per day or forty (40) hours per week. Time worked does not include holidays, vacation time, compensatory time taken or sick leave.
- h. PART-TIME EMPLOYEE
  - 1) REGULAR PART-TIME EMPLOYEE - an employee retained on a non-temporary basis who works less than forty (40) hours per week on a regular schedule throughout the year.
  - 2) NON-REGULAR PART-TIME EMPLOYEE - an employee retained on a temporary basis who works less than forty (40) hours per week on an irregular schedule throughout the year.
- i. REGULAR FULL-TIME EMPLOYEE - an employee retained on a non-temporary basis who works forty (40) hours or more per week on a regular schedule throughout the year.
- j. TEMPORARY OR SEASONAL EMPLOYEE - an employee retained to fill a full-time or part-time position which is of a provisional or seasonal nature.
- k. TERMINATION - a complete separation of an employee from CityCity employment. Termination can be voluntary, through resignation or retirement, or involuntary, through discharge by the CityCity.

## SECTION 7. APPOINTMENTS.

**Subdivision 1. Selection Criteria.** Appointments for all open municipal positions will be made by the CityCity Council upon the recommendation of the City Administrator. All appointments will be made on the basis of merit and fitness the candidates knowledge, skills, abilities and education related to for the position being filled.

**Subdivision 2. Examinations.** When required by law or deemed appropriate by the CityCity Council to determine an applicant's employment-related qualifications, merit and fitness will be ascertained by written, oral or other examinations, including medical or psychological examinations. An offer of employment may becan be conditioned on successful completion of a pre-employment medical and/or psychological examination.

**Subdivision 3. Employment of Relatives of Municipal Personnel.** Whenever possible, the CityCity Council will not avoid appointing any person to a municipal position in whichwhen he

or she would supervise, or is under the supervision supervise or be supervised by of a member of his or her immediate family.

**Subdivision 4. Probationary Period.** All regular full-time and regular or non-regular part-time appointments employees are will be subject to the serving of a probationary period. This The probationary period is the period of time the city evaluates the employees ability to accomplish the essential job duties of the position he or she was hired to complete. It is also the time an employee evaluates the city to see if employment with the City fits his or her expectations. The probationary period shall be six (6) months. The city can terminate the employee at any time with or without cause, during this time and such termination is not subject to grievance or appeal, will be regarded as an integral part of the initial selection and examination process and will be used to observe the employee's work, secure the most effective adjustment of the employee to his or her position and reject any employee whose performance does not meet the required work performance standards.

The probationary period for all regular full-time and regular or non-regular part-time CityCity employees will be six (6) months from the date of employment. A probationary new employee may be discharged by the CityCity Council from his or her position at any time during the probationary period for any reason.

An interview will be conducted with the probational employee before the probationary period expires. The CityCity Council will also be given a report by the employee's supervisor or other designated person regarding whether the employee's performance has been satisfactory and whether the employee should be retained in the appointed position. At the end of the probationary period, the CityCity Council will designate the employee for regular employment or discharge the employee. The CityCity Council may also extend the probationary period at its discretion. The CityCity Council's decision is final and will be provided to the employee in writing. The City Administrator will conduct a performance review with the employee at three (3) months and go over success and areas where the employee needs improvement. If there are any serious issues present, the Administrator shall inform the employee at that time and indicate that failure to improve performance may result in an extended probationary period or termination. The Administrator shall develop a work plan for the employee to follow in these cases.

## SECTION 8. WORK HOURS.

**Subdivision 1. Work Schedules.** The normal hours of work for all employees will be established by the CityCity Council. Alternate work schedules are to be worked out with the City Administrator and approved by the City Council, with specific work schedules subject to the CityCity Council's approval. Department heads and supervisory Exempt employees are required to work all hours necessary to perform their duties.

**Subdivision 2. Part-time and Temporary Employees' Work Schedules.** The City shall provide temporary, seasonal and non-regular part-time employees with an advance approximation of hours to be worked during the upcoming year at the time of hiring whenever possible. This approximation is not a guarantee of those hours but rather a guideline subject to change at the City's discretion.

**Subdivision 3. Rest Breaks.** An employee is entitled to take one fifteen (15) minute rest break during each consecutive four (4) hour period of work, with the permission of the employee's immediate supervisor. Rest breaks should be scheduled to avoid disrupting City business.

**Subdivision 4. Meal Breaks.** Each employee is provided a thirty (30) minute meal break. An employee may combine rest breaks with the meal break to extend the meal time. The meal break is unpaid time.

**Subdivision 5. Flexible Scheduling.** Upon discussion with and agreement with the City Administrator and upon approval of the city council, an employee may have his or her schedule rearranged to meet family or other obligations under the following conditions:

- a. The schedule does not result in the employee working overtime hours; and
- b. The employees' ability to complete his or her essential functions are not hindered nor the quality of the work diminished; and
- c. The schedule does not impair the overall function or service level of the city; and
- d. If the administrator determines there are performance issues, he or she may terminate the flexible schedule.

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## SECTION 9. BENEFITS.

**Subdivision 1. Eligibility.** Only regular full-time and regular part-time employees are eligible for benefits. Non-regular part-time employees, temporary and seasonal employees, and independent contractors and consultants are not eligible for benefits provided by the City.

**Subdivision 2. Amount of Benefits.** Regular full-time employees are eligible for full benefits. Regular part-time employees are eligible for holiday, vacation and sick leave benefits in proportion to the hours they work per week rated on the following scale:

Under 20 hours per week	Holidays & Sick leave at 1/4 benefits
20 to 30 hours per week	1/2 benefits
30 to 40 hours per week	3/4 benefits
40 or more hours per week	Full benefits

**Subdivision 3. Holidays.** The following days are observed paid holidays:

- New Year's Day - January 1
- Martin Luther King Day - 3rd Monday in January
- Presidents' Day - 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - 1st Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - 4th Thursday in November
- The day following Thanksgiving Day - 4th Friday in November
- Christmas Eve Day - December 24
- Christmas Day - December 25
- Personal Day - Employee Choice

Employees shall also receive one (1) personal holiday per year. The date of such personal holiday shall be approved by the employee's supervisor or designated personnel representative. Personal holidays shall be taken during the calendar year earned.

Whenever one of the above holidays falls on a Saturday, the preceding day will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following day will be observed as a holiday.

**Subdivision 4. Vacation.** Vacation may be used as earned after the probationary period has been satisfactorily completed. Vacation is earned each pay period and computed based on the employee's anniversary date.

a. Accumulation. Vacation for regular full-time employees is accumulated as shown, based on the number of years of employment with the City:

Years of Service	Hours per pay period	Day per year	Maximum hours	Maximum Days
0 - 5 years	3.08 hours	10	160 hours	20 Days
6 - 10 years	4.62 hours	15	240 hours	30 days

0 through 5 years of service — 10 days per year

6 through 10 years of service — 15 days per year

After 10 years of service — One additional day per year not to exceed 20 days per year

Employees with more than ten (10) years of service with the city will accrue an additional .31 hours per pay period for each year of service up to twenty (20) years. The maximum accrual for those with more than ten (10) years of service is 320 hour or forty (40) days.

Employees may carry over twice their annual vacation-earning rate. Any unused vacation time in excess of this amount will be forfeited unless other provisions are made by the City Council.

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Regular full-time employees must use at least five (5) days of vacation time during each year of City employment. The word "day" implies a nominal eight-hour shift.

~~Employees may carry over twice their annual vacation earning rate. Any unused vacation time in excess of this amount will be forfeited unless other provisions are made by the City Council. Regular full-time employees must use at least five (5) days of vacation time during each year of City employment. The word "day" implies a nominal eight-hour shift.~~

- b. Requests. Vacation time must be requested at least ~~forty-eight~~twenty-four (24) hours in advance. Vacation requests must be approved by the employee's supervisor or the designated personnel representative and may be denied in the event of an emergency or if taking a vacation at that time would impair the ~~City's~~ ability to carry out its business.
- c. Legal Holidays during Vacation. Whenever a legal holiday falls on a working day during an employee's vacation, that holiday will not be counted as a vacation day.
- d. Terminal Leave. Any employee leaving the Municipal service in good standing shall be compensated for vacation leave accrued and unused to the date of separation.

Subdivision 5. Sick Leave. Sick leave ~~may~~can be used as earned upon appointment to ~~City employment.~~  
employment.

- a. Accrual. Sick leave will be ~~accrued~~accrue for all regular full-time employees at the rate of one (1) day per calendar month (3.69 hours per pay period) and ~~may be accrued~~accrues to a maximum of ninety (90) days or 720 hours.
- b. Use of Sick Leave. Sick leave may be used when: (1) the employee cannot work because of illness, injury or disability of themselves or their immediate family, ~~and~~ (2) for medical, dental, or optical examinations or treatment of the employee or employee's immediate family, ~~or~~ (3) to care for a member of the employee's immediate family who is incapacitated due to injury or illness. An employee must request sick leave from his or her immediate supervisor before the start of the employee's workday on each day sick leave is used. An employee may be requested to file a physician's statement, signed by the physician and the employee, indicating the nature of his or her illness. ~~An employee may use available sick leave to attend to his or her sick minor child for as long as is reasonably necessary. Up to three (3) days of sick leave per year may be used to attend to any other member of the employee's immediate family who is ill.~~

Upon separation of employment from the CityCity, for any reason other than discharge for just cause, the employee or their designated beneficiary shall be paid one-half (1/2) of all unused accumulated sick leave, provided that the employee has ten (10) continuous years of service with the CityCity at the time of separation.

~~c. Use for Funerals. An employee may use up to (3) three days of sick leave as funeral leave. Funeral leave must be taken on consecutive working days, one of which is the day of death or the day of the funeral. Any deviations from this policy will be at the CityCity Council's discretion.~~

**Subdivision 6. Jury or Witness Duty.** Any regular full-time or regular part-time employee who is required to serve as a juror or as a witness in court regarding CityCity business shall be granted leave with pay while serving in such capacity. Upon completion of jury duty, the employee shall reimburse the CityCity for the amount of jury duty pay, less the amount received for traveling expenses.

**Subdivision 7. Leave of Absence without Pay.** Upon request, a leave of absence without pay may be granted by the CityCity Council for a period of up to ninety (90) days. No benefits will accrue or be paid out during a period of a leave of absence without pay. Accrued vacation time may be paid out upon request of the employee. This is with the understanding that the vacation is paid out according to the regular pay schedule over regular pay periods, which is the same scenario used to pay for all vacation days earned by the employees. An employee may elect to continue insurance benefits coverage during a leave of absence at the employee's expense. When special circumstances exist, the CityCity Council may, upon request, extend a leave of absence.

**Subdivision 8. Parental Leave.** An employee who works twenty (20) or more hours per week and has been employed with the CityCity for more than one (1) year is entitled to take an unpaid leave of absence in connection with the birth or adoption of a child or family medical problem. The length of parental leave is up to the parent, but it cannot last longer six (6) weeks or begin more than six (6) weeks after the birth or adoption of the child. If the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. The employee is entitled to return to work at the same position and at the same rate of pay he or she was receiving before the leave began. Group insurance coverage paid for by the CityCity will remain in effect for all eligible employees throughout the six week parental leave. The employee will have the option to continue coverage at his or her own expense if the parental leave extends beyond six weeks.

Requests for parental leave must be made in writing to the CityCity Administrator or designated personnel representative at least two (2) months before the requested leave's starting date.

Subdivision 9. School Conference and Activities Leave. An employee who works twenty (20) hours or more per week and has been employed with the CityCity for more than one (1) year is entitled to take up to sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's minor child as long as these activities were planned in advance and could not be scheduled during non-work hours. The employee must request school leave at least forty-eight (48) hours in advance from his or her supervisor or the designated personnel representative. A reasonable effort should be made to schedule the leave to avoid disrupting CityCity business. Any leave taken under this section will be unpaid. An employee may substitute paid vacation time for unpaid school leave according to the provisions of the CityCity's vacation policy.

Subdivision 10. Military Leave. Every employee to whom Minnesota Statutes Section 192.26 or 192.261 or U.S.C.A., Title 38, Section 2021 applies is entitled to the benefits afforded those sections to the subject conditions therein prescribed.

Subdivision 11. Funeral Leave. An employee receives three (3) days paid leave to attend to the funeral of a member of the employee's immediate family. Funeral leave must be taken on consecutive working days, one of which is the day of death or the day of the funeral. If extended time is necessary, such time may be granted by the City Administrator upon approval of the City Council and will be taken as sick, vacation, unpaid or a combination thereof.

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Subdivision 11.2. Insurance. All regular full- and part-time employees may be eligible for ~~be covered~~ coverage by a group health, dental, life and disability insurance plan as approved, from time to time, by the CityCity Council. A portion of the monthly premium costs of such insurance plan ~~may be paid by the Municipality, is paid by the city as such portion to be established, from time to time, by the CityCity Council.~~ The employee shall pay the balance of the premium costs, with the exception of life insurance. The city provides coverage provided for the employee equal to 1x salary with a \$50,000 annual maximum. The employer shall pay each employee not enrolled in the employer's health insurance program a set monthly amount, such portion to be established, from time to time, by the CityCity Council into a deferred compensation fund. In order to qualify, employees must provide proof of insurance. The deferred compensation contribution will end if the employee rejoins the employer's health insurance plan. If the city provides an authorized Health Savings Account plan, any excess in the city contribution and the premium shall be placed in the employee's HSA account as provided in plan documents.

Subdivision 11.3. Retired Employees. Retired CityCity employees may continue to participate in the CityCity's health insurance program, at the prevailing appropriate group rate, at the retiree's expense, if offered by the insurance company.

## SECTION 10. COMPENSATION.

Subdivision 1. Rates of Pay. All pay rates will be set by the City Council.

Subdivision 2. Overtime Pay. All non-exempt employees are eligible for overtime pay. Overtime will be paid at a rate of one and one half times the regular hourly rate of pay for each hour actually worked exceeding eight hours in a day or over forty (40) hours in a given work week. Overtime work must have prior approval by an employee's immediate supervisor or the designated personnel representative except in the case of emergencies. All paid leave time shall be considered time worked for the purpose of computing overtime.

Subdivision 3. Compensatory Time Off. Compensatory time off may be available to non-exempt employees at the City's option as an alternative to overtime pay. If available, non-exempt employees are eligible for compensatory time off at the rate of one and one-half hours for each hour worked in excess of forty (40) hours per week. Compensatory time off must be used within two (2) weeks of the date or dates on which it is accrued unless permission is received from the designated personnel representative(s) to use it on a later date. No compensatory time off is available unless the employee has received approval from his or her supervisor or the designated personnel representative(s) before the work is performed. Unused compensatory time on the books as of December 31 each year shall be converted to cash payment at the employee's current rate of pay. No compensatory time will carry over from one year to the next.

Subdivision 4. Pay Days. Employees shall be paid biweekly on alternate Fridays. In the event that either day falls on a weekend or holiday, paychecks will be distributed on the day preceding the weekend or holiday.

Subdivision 5. Attendance at City Meetings. Non-exempt employees who are required by the City Administrator or City Council to attend City meetings at a time when they are not otherwise scheduled to work will be paid their regular hourly wage for each hour spent at the meeting at the City Council's request. The employee may select to accrue compensatory time for attending meetings at the request of the Administrator or Council. These employees will also receive a credit for their attendance at the meetings to be applied toward the employee's vacation and sick leave accrual for the month. The amount of the credit will be determined by the City Council. Time spent by employees at City Council meetings that is not at the City Council's request will not be compensated.

Subdivision 6. Call Back. An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hour's compensation at the overtime rate if the total hours worked during the day exceeds (8) eight hours or the hours during the week exceeds (40) forty hours.

## SECTION 11. PERFORMANCE EVALUATION.

There may be a performance evaluation will be completed annually for each regular full-time and regular part-time employee. The evaluation will include a review of the employee's principal responsibilities, an appraisal of the employee's job performance, a discussion of problem areas, if any, and a plan of action to set objectives for performance and to assist in alleviating any problem areas.

## SECTION 12. DISCIPLINARY ACTION.

Employees may be subject to disciplinary action for failing to fulfill their duties and responsibilities as CityCity employees. Discipline could consist of an oral reprimand, a written reprimand, suspension, demotion or involuntary termination depending on the circumstances and severity of the situation.

## SECTION 13. GRIEVANCES.

**Subdivision 1. General.** An employee who believes he or she has a grievance about an employment-related issue may submit the grievance to the CityCity. The decision to invoke the grievance procedure is voluntary. It is up to the employee to initiate the procedure.

**Subdivision 2. Procedure.** If an employee chooses to submit a grievance to the CityCity, the following procedure should be used:

a. **Oral report.** The employee should discuss the grievance with his or her supervisor or the designated personnel representative within five (5) working days of the incident.

b. **Written report.** If the employee is not satisfied with the results of the oral report, he or she may submit a written summary of the grievance to the designated personnel representative. The written report should be submitted within five (5) working days of the employee's receipt of the response to his or her oral report and should include the date the employee made the oral report. A written response to the employee's written report will be issued as soon as possible.

c. **Hearing.** If the grievance is not resolved by oral or written report, the employee has five (5) working days from the date he or she received the written response to the written report to request a hearing. To request a hearing, the employee must submit a written summary of the grievance, including the dates of the oral and written reports, to the CityCity Council. A hearing will then be scheduled on a mutually convenient date.

d. Decision. The employee will receive the City Council's decision in writing as soon as possible after the hearing. The City Council's decision will be final.

#### SECTION 14. TERMINATION OF EMPLOYMENT.

**Subdivision 1. Resignation.** Any employee who voluntarily leaves City employment must give at least fourteen (14) days written notice of resignation. Upon leaving City employment, an employee in good standing will be compensated for all accrued vacation and compensatory time. An employee is in good standing if he or she gives adequate written notice of resignation and is not under suspension or notice of involuntary termination at the time notice of resignation is given.

Failure to give adequate written notice may be considered cause for denying the employee future City employment and termination benefits. Unauthorized absences from work for a period of three (3) or more working days may be considered a resignation without notice.

**Subdivision 2. Involuntary Termination.** An employee may be involuntarily terminated for any reason not prohibited by law or for no reason at the will of the City Council. The City Council, at its discretion, may give the employee fourteen (14) days written notice of termination or the financial equivalent thereof.

**Subdivision 3. Lay-offs.** The City Council may lay off any employee whenever such action becomes necessary in the City Council's judgment, including shortage of work funds, the abolition of a position, or changes in organization; provided, however, that fourteen (14) days written notice be given if practicable. No regular or probationary employee shall be laid off while there is a temporary employee serving in the same class of position or for which the regular or probationary employee is qualified, eligible and available. Any regular employee, upon receiving a lay-off notice, may request to be reduced to a lower paid position within the same department if

the lower paid position is vacant and the employee held the position previously. The request to be reduced must be submitted in writing within seven (7) calendar days of receipt of the notification of lay-off.

#### SECTION 15. MISCELLANEOUS—REGULATIONS: TRAVEL AND RELATED EXPENSES.

**Subdivision 1. Travel Expenses.** ~~Employees traveling on City business will be~~ reimbursed for reasonable ~~work-related travel expenses when traveling on city business.~~ Acceptable and related expenses are listed below. The employee must complete and submit the appropriate claim form within two (2) weeks of his or her return, along with corresponding receipts, for reimbursement of those expenses.

1. Transportation. Employees who travel to in-state training, meetings or conferences are reimbursed actual miles traveled at the federal IRS mileage rate when using their own vehicle. Employees traveling to training, meetings or conferences out of state are to seek the lowest direct cost to the destination. If out of state, the employee will be reimbursed for rental car, shuttle or taxi fare to and from the airport.
2. Meals. Employees who attend meetings, training or conferences away from their normal work area and are required to purchase a meal while at the session, shall be reimbursed actual expenses for meals on the following schedule not to exceed a daily amount of \$36.00:

a) Breakfast	\$6.00
b) Lunch	\$10.00
c) Dinner	\$20.00

The reimbursement includes a 20% gratuity and does not include alcoholic beverages.

3. Telephone Calls. An employee on an overnight stay will be reimbursed for telephone calls made to family and or work.
4. Travel with a partner or family. An employee can take his/her partner and/or family on a business trip and can extend the time of the trip using accrued vacation. The city will only reimburse expenses actually incurred by the employee. The employee must pay the difference, if any, in the cost of the lodging.
5. Requesting Reimbursement. The employee must submit an expense claim form for all the expenses incurred while on the trip. The expense claim form must include actual receipts for purchases or, if payment by credit card, a copy of the monthly statement with the expenses highlighted. The completed expense reimbursement form and receipts are turned into City Administrator for verification and authorization of expense reimbursement.

~~Subdivision 2. Vehicle expenses. Employees authorized to use their personal vehicles on CityCity business will be reimbursed for vehicle expenses at rates set under federal guidelines or by the CityCity Council by separate contract.~~

## **SECTION 16. MISCELLANEOUS POLICIES.**

**Subdivision 31. Political Activity.** CityCity employees are specifically prohibited from engaging in the political activities listed below:

- a. Campaigning for a candidate or issue during working hours or while on CityCity business.
- b. Attempting to influence a campaign by specifically alluding to the employee's position with the CityCity.

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- c. Participating in a campaign where such participation could cause a conflict of interest with the employee's job duties.

No CityCity employee may hold any other office or employment in citycity, county, state or federal government, or any division thereof, or in the private sector, where the office or employment interferes with the impartial discharge of duties or where it results in giving the employee legislative or elective authority over the CityCity officials or CityCity affairs.

**Subdivision 42. Employee Records.** Employees must inform the CityCity of any change in their current address, telephone number or emergency contact information as soon as possible after the change becomes effective.

**Subdivision 53. Gratuities.** CityCity employees and officials may not accept gratuities or presents of any kind from contractors, CityCity residents, or anyone who has business contacts with the CityCity. If a gratuity or present arrives by means other than personal delivery, the item should be turned over to the CityCity Council.

**Subdivision 64. Property.** Employees may use CityCity property only for work-related purposes.

#### **SECTION 1517. CRIMINAL HISTORY BACKGROUND CHECK.**

The Police Department is authorized to conduct a criminal history background investigation on applicants for positions with the CityCity as provided by this section. This section applies only to applicants who are finalists for paid or volunteer positions with the CityCity, where the CityCity Administrator has determined that conviction of a crime may relate directly to the position sought. The Police Department may not perform a background investigation unless the applicant consents in writing to the investigation and to the release of the investigation information to the CityCity Administrator or other CityCity Staff as may be appropriate. An applicant's failure to provide consent may disqualify the applicant for the position sought. If the CityCity Administrator rejects the applicants application due solely or in part to the applicants prior conviction of a crime, subject to the exception set forth in Minnesota Statutes, section 364, the CityCity Administrator must notify the applicant in writing of the following:

- a) The grounds and reasons for the rejection;
- b) The applicable complaint and grievance procedure set forth in Minnesota Statutes Section 364;
- c) The earliest date the applicant may reapply for employment; and
- d) ~~That all competent evidence of rehabilitation will be considered upon reapplication.~~  
Evidence of rehabilitation will be considered upon reapplication.



**SECTION 4618. SEXUAL HARASSMENT POLICY.**

**Subdivision 1. Applicability.** This sexual harassment policy applies to all officials and employees of the City of Lauderdale, including regular full-time and regular part-time employees, elected and appointed officials, temporary, seasonal and non-regular employees, employees covered or exempted from personnel rules or regulations, and independent contractors and consultants.

**Subdivision 2. General.** Sexual harassment is a form of sex discrimination prohibited by state and federal law. Employees have the right to a workplace free of sexual harassment.

The City will not tolerate sexual harassment of its employees by anyone -supervisors, other employees, officials or citizens. Persons harassing others will be promptly and firmly disciplined. All personnel must become familiar with this policy and comply with it.

**Subdivision 3. Definition.** Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or communication of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment or public service;
- b. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions such as promotion, assignment, demotion, discipline, or discharge;
- c. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

**Subdivision 4. Examples.** Behavior that could be considered sexual harassment may include:

- a. Verbal harassment (e.g. sexually-oriented comments, sexually-oriented innuendoes or sexually-oriented derogatory remarks);
- b. Physical harassment (e.g. unwelcome touching, gestures, assault, impeding one's movement or other physical contact that an employee finds offensive);

- c. Visual forms of harassment (e.g. sexually derogatory posters, letters, poems, graffiti, cartoons or drawings); or
- d. Requests for sexual favors or unwelcome sexual advances.

**Subdivision 5. Reporting Procedure.** Employees who believe they have experienced sexual harassment or who know of conduct they believe might constitute sexual harassment toward an employee, are required to report it to their supervisor, the designated personnel representative(s), the Mayor, or the CityCity Attorney. The CityCity official who receives the report should inform the designated personnel representative(s), the Mayor or the CityCity Attorney in confidence as soon as possible. If any CityCity employee, official, or the CityCity Attorney directly receives an oral or written complaint from an alleged victim of sexual harassment, he or she must immediately forward the complaint to the designated personnel representative(s), the Mayor or the CityCity Attorney, or direct the alleged victim to report the incident. Failure to forward a report of alleged sexual harassment to the appropriate person(s) could result in disciplinary action against the person(s) who neglected to make the report.

**Subdivision 6. Investigation and Recommendation.** Upon receiving any report alleging sexual harassment, the designated personnel representative or other appropriate official will conduct an investigation. To the extent possible, the allegations and investigation will be kept confidential. An alleged victim may have a staff person of the same gender present during all contacts with the designated personnel representative. The alleged victim and any witnesses may be asked to put their reports in writing.

If the facts are found to support the allegations, the harasser will be subject to disciplinary action up to and possibly including immediate termination depending on the circumstances and severity of the harassment. The designated personnel representative may report on the investigation and its results to the CityCity Council. The CityCity will keep a complete record of the nature of the complaint, its investigation and its resolution.

Pending completion of the investigation, the designated personnel representative may take any appropriate action necessary to protect the alleged victim, other employees, or citizens.


Anyone who makes a false complaint of sexual harassment or anyone who gives false information during a sexual harassment investigation could also be subject to disciplinary action up to and possibly including immediate termination.

The CityCity may also discipline any individual who retaliates against a person who testifies, assists or participates in any manner in a sexual harassment investigation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

**SECTION-1718. EFFECTIVE DATE.**

The effective date of these personnel policies is February 10, 2004. These personnel policies supersede all prior CityCity personnel policies between the CityCity and its employees. With respect to employees whose positions are included in a collective bargaining unit, provisions of the applicable collective bargaining agreements negotiated pursuant to the Public Employment Labor Relations Act (MS 179A.01-179A.25), supersede these rules and regulations on any subject area covered by both the collective bargaining agreement and these rules and regulations.

## LAUDERDALE COUNCIL ACTION FORM

<p style="text-align: center;"><b>Action Requested</b></p> <p>Consent _____</p> <p>Public Hearing _____</p> <p>Discussion _____</p> <p>Action _____</p> <p>Resolution _____</p> <p>Work Session _____ <u>X</u></p>	<p>Meeting Date _____</p> <p>ITEM NUMBER      <u>15C—Comp Plan Candidates</u></p> <p>STAFF INITIAL      <u></u></p> <p>APPROVED BY ADMINISTRATOR _____</p>
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**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

At the last council meeting we began discussing community members that might be interested in serving on the comprehensive plan update committee. During this work session time I would like to generate a list of candidates, find out if any have agreed to serve, and review other strategies to find committee members should our proposed candidates be unavailable.

**OPTIONS:**

Methods to advertise for members:

- Website
- City e-mail list serve
- Cable access channel
- Insert in Village Crier (see attached flyer mock up)
- Apartment postings
- Letters/calls to residents, business owners, and local civic groups

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**

## Alternate Slogan: Lauderdale 2030 Starts Now



Whether you've lived in Lauderdale one year or fifty; whether you rent or own your home; whether you have previous planning experience or not; the *Lauderdale City Council welcomes your application for the Comprehensive Plan Steering Committee.*

Every 10 years the city council asks residents to steer the course of the city by joining this planning committee and participating at public forums. We know our residents have good ideas; by participating in the development of the comprehensive plan, you can work with your neighbors to make them happen.

*Everyone has skills to share. Please fill out the application on back and let us know how you plan to contribute.*

# Leave your mark on Lauderdale.



### *Commitment:*

- 1-2 meetings per month
- Attendance at public forums
- Willing to encourage Lauderdale residents to bring their ideas to the table

### *Qualifications:*

- Lauderdale Resident
- No planning experience required
- A vision for the future of Lauderdale

### *Timeframe:*

April 2006— approximately September 2008 when the comprehensive plan is submitted to the Metropolitan Council.

# Comprehensive Plan Steering Committee Application

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Please, answer the following:

I am interested in becoming a member of the Comprehensive Plan Steering Committee for the following reason(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I am unable to be a member of the Comprehensive Plan Steering Committee, but I would be willing to help with the following should the need arise:

- |   |  |                                       |
|---|--|---------------------------------------|
| <input type="checkbox"/> Conduct Community Survey                             | <input type="checkbox"/> Attend public forums  | <input type="checkbox"/> Other: _____ |
| <input type="checkbox"/> Host National Night Out for your block on August 1st | <input type="checkbox"/> Participate in the Walkable Communities Grant on May XX, 2006 | _____<br>_____<br>_____               |

Meetings will start at the end of March. Meeting times and dates will be determined by the committee members. An informational meeting and committee selection will be held on March 14, 2006 during the Lauderdale City Council Meeting. If you are unable to attend but would like to be considered for the committee, please complete this application or call us at 651-631-0300.

## Leave your mark on Lauderdale!



**2006 3.2 Alcohol Retailer****Updated 2/14/06**

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Super USA

2424 Larpenteur Ave. W., Lauderdale, MN 55113

651-644-7982

**2006 Garbage Haulers**

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Allied Waste (Formerly BFI)

4325 66<sup>th</sup> Street E, Inver Grove Heights, MN 55076

651-455-8634

Walter's Recycling and Refuse

PO Box 67, Circle Pines, MN 55014

763-780-8464

Waste Management

10050 Naples Street NE, Blaine, MN 55449

952-890-1100

**2006 Gas Stations**

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J.A.L. Amoco

2421 Larpenteur Ave. W., Lauderdale, MN 55113

651-646-9111

Rose Hill Service Station

2430 Larpenteur Ave. W, Lauderdale, MN 55113

651-646-0463

**2006 Tobacco Retailers**

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J.A.L. Amoco

2421 Larpenteur Ave. W., Lauderdale, MN 55113

651-646-9111

Super USA

2424 Larpenteur Ave. W., Lauderdale, MN 55113

651-644-7982

**2006 Tree Contractors**

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A-1 Walsh

P.O. Box 17193, St. Paul, MN 55117

651-489-1149

All Seasons Tree Service

8140 Granada Ave S, Cottage Grove, MN 55016

651-690-3200

Blue Chip Tree Removal

7700 110th St. S., Cottage Grove, MN 55016

651-459-5007

Rainbow Tree Company

2239 Edgewood Ave., St. Louis Park, MN 55426

952-922-3810

Northeast Tree &amp; Timber

2527 Jackson St. NE, Minneapolis, MN 55418

612-789-9255

Precision Landscape &amp; Tree

50 S Owasso Blvd E, Little Canada, MN 55117

651-484-2726

