

LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, June 27, 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 _____	

FILE

Staff: Bakken-Heck _____

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

3. APPROVALS – 7:35 p.m.

- A. Approve minutes for 6/13/2006 City Council Meeting
- B. Approve claims totaling \$19,361.23

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) Park use applications
- B) Truck sale
- C) Purchase of hockey goals
- D) Approve Joint Powers Agreement (JPA) with Ramsey County Geographic Information Systems (GIS) User Group.

6. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

7. INFORMATIONAL PRESENTATIONS

A) Jan Parker – Ramsey County Commissioner

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.

A) Rental Housing License

9. REPORTS

A) Comprehensive Plan Committee

10. DISCUSSION

11. ACTION

A) Parking along Fulham Street

12. ITEMS REMOVED FROM THE CONSENT AGENDA

13. ADDITIONAL ITEMS

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

A) Preliminary Budget Discussion
B) Electrical wiring at the community park

15. WORK SESSION 8:05 p.m.

16. ADJOURNMENT

LAUDERDALE CITY COUNCIL MEETING MINUTES

TUESDAY, JUNE 13, 2006

Mayor pro tem Christensen called the meeting to order at 7:30 p.m. and asked administrator Heck to call roll.

Council members present: Karen Gill-Gerbig, Denise Hawkinson, Karen Doherty and Clay Christensen acting as Mayor. Mayor Jeffrey Dains was not present.

Staff present: Jim Bownik and Heather Butkowski.

Mayor pro tem Christensen asked for additions or deletions to the agenda. There being none, Council member Doherty moved and Hawkinson seconded the agenda. The motion carried.

Mayor pro tem Christensen asked for any additions or corrections to the minutes of May 23, 2006. There being none, council member Gill-Gerbig moved and council member Hawkinson seconded the minutes as presented and the motion carried.

Mayor pro tem Christensen asked for questions on the claims. There being none, council member Hawkinson moved and Doherty seconded approval of the claims in the amount of \$52,953.16 and the motion carried.

Mayor pro tem Christensen stated this is the time for members of the audience to address the council on items not on the agenda.

Gayle Strain, of 1805 Fulham addressed the council regarding the city's policy and process in gaining compliance with tall grass. Mayor pro-tem Christensen stated the city sends letters requesting compliance with city ordinance regarding rank growth. If the homeowner does not comply as requested the city then takes care of the problem and bills the resident for the cost.

Gill-Gerbig added that if there are persistent problems residents are encouraged to contact city hall.

The consent agenda authorizing use of the community park and adding Northeastern Companies as an approved broker carried on a motion by council member Gill-Gerbig and a second by Doherty.

Butkowski addressed the council regarding the proposed ordinance to restrict parking in the community park parking lots. She stated staff worked with police chief Ohl on the wording of the sign. Before placement of the signs, the council needs to pass a resolution prohibiting parking.

Council member Hawkinson moved Resolution #061306A A Resolution Establishing Parking Restrictions in Lauderdale Community Park. Council member Doherty seconded the

LAUDERDALE CITY COUNCIL MEETING MINUTES

TUESDAY, JUNE 13, 2006

resolution and the resolution carried with council members Gill-Gerbig, Hawkinson, Doherty and Christensen all voting yes.

Butkowski then spoke to the next issue, a resolution to install no parking signs along Fulham Street from Larpenteur Avenue to Spring Street. She stated there have been safety concerns raised and there have also been accidents involving parked vehicles. Due to the design of the road and curb in this area, vehicles are parked in the traffic lane. To increase safety, staff is suggesting no parking in this area.

Gill-Gerbig took a moment to read from a police report of an accident that occurred this week in which a parked vehicle's rear wheel was sheered off by another vehicle going down the road. She spoke in favor of the no parking, but also raised the issue of the lack of off street parking for some residents.

After further discussion, mayor pro tem Christensen said he would like to hear from the residents along Fulham Street as the city has not contacted or informed the residents of the potential change. It was suggested that staff also communicate with Falcon Heights and the University of Minnesota.

The council laid over consideration of this item until the June 27 meeting to give staff the opportunity to receive comment from residents and others on the proposed parking restrictions.

Rep. Greiling appeared before the council to discuss the results of the legislative session. She addressed two specific legislative actions: eminent domain and joint powers liability issues. She then discussed the success of the session regarding enhanced environmental issues. She stated the legislature passed a bill requiring the three coal fired power plants to reduce mercury emissions by 90% over the next several years.

Following her presentation, the audience and council asked questions. Several questions related to health care and education. Rep. Greiling said that health care is the top issue in the state even surpassing education funding. Another resident asked about the possibility of more stadium discussions next session. She reported she hoped not, however the Vikings have language in the Twins stadium bill that states the Vikings stadium will be constructed in Anoka and there will not be a referendum required.

Mayor pro-tem Christensen asked about local government aid (LGA). Rep. Greiling said that she supports LGA funding especially if the funding is need based. She said that some cities receiving LGA may not have the same need as other cities and therefore give LGA a negative image.

Christensen then asked about the possibility of local levy limits. Rep. Greiling said she does not support caps on local governments' ability to raise property taxes. She feels the state

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needs to provide better funding to local governments, schools, etc, so that local governments are not forced to raise taxes.

The council thanked Rep. Greiling for her presentation.

Bownik discussed the topic of tennis court rehabilitation. He said that the city's engineering firm provided a proposal and timeline to develop a comprehensive master plan for park facilities that include the tennis courts, basketball courts, lighting, hockey rink paving, trail improvements and a skate park.

Mr. Stuart Krahn of BRAA discussed with the council the proposal and master plan concepts. Gill-Gerbig questioned the construction of two half court basketball facilities rather than one full court facility. She further suggested that the community be asked to weigh in on the issue. Gayle Strain volunteered to assist in handing out and collecting surveys.

Following some additional questions and comments, Hawkinson moved to authorize the engineering firm to prepare plans and specifications for a park master plan. Motion seconded by Doherty and carried with council members Gill-Gerbig, Hawkinson, Doherty and Christensen voting yes.

Due to the large number of residents present at the meeting to address the council on nuisance housing, the council chose to move into their work session to hear from the residents. The council moved to work session at 8:20 p.m.

Pavel Jany of 1772 Eustis Street addressed the council. He told the council he has lived at this address for the past five years with his family. He said he is next door to 1768 Eustis and since some college students moved out about four years ago, renter's cycle through the house regularly and over the past year problems with behavior has become worse. He described situations where people walk around on his deck at night, wonder around his property, his security lights have been unscrewed and on one occasion a bloodied individual pounded on his window for help at night. He is concerned for the children in the neighborhood, for his property value and the potential for this type of problem to spread throughout the city.

Leslie Kratz of 1773 Carl stated her main concern is the safety of the children.

Adrian Stec of 1762 Eustis commented to the council about the physical condition of the house, grounds and garage. He said there is an electrical conduit exposed in the yard, windows are missing and boarded up, there is broken glass in the driveway and yard and the siding is peeling. He also said the condition of the yard is bad with grass and weeds growing in an uncontrolled manner. He said the property continues to decline and as a result, the quality of the resident also declines.

Mae Schmidt of 1774 Eustis Street told the council she documented several incidents at the address and recorded license plate numbers and vehicle descriptions. She reported she calls the police regularly and said that when leaving this evening to come to the meeting, there

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were three police cars at the house. She wanted to know why residents need to wait until something happens.

Pamela Stec of 1762 Eustis said she is home during the day and on one occasion saw a woman who appeared to be moving into the house. The woman went into the house and came out angry demanding her money back stating there was a mouse infestation. She, like the other residents, sees the property getting worse and does not see the situation improving.

Other residents commented that the house is currently not occupied; however, during the evenings, cars will arrive with prospective renters who come and go. In the past, when the house was unoccupied, people would arrive late in the evening, but in the morning, the cars and the people would be gone.

Ms. Sweet of 1840 Walnut Street said she and her husband just moved into their house in November and are now reconsidering their decision. They experienced several problems from the residents at 1846 Walnut. She expressed concern over her property value. She said they are planning to undertake a major renovation of the home but due to the problems next door and across the street, they might reconsider their decision. She wants to know why single family home owners are forced to consider selling their homes because of the activities of renters and landlords who do not keep up their property.

Christensen told the audience the city council will consider a rental licensing ordinance at the next meeting. The city attorney will also be present to answer questions.

The council began discussions of a possible compensation increase for the City Administrator. Following the discussion, council member Gill-Gerbig moved to increase the compensation for the administrator by 4% or \$2,800 over the next year. Council member Doherty seconded the motion and it passed with Gill-Gerbig, Hawkinson, Doherty, and Christensen all voting yes.

The council closed the meeting at 9:57 p.m. for the purpose of discussing labor negotiations.

The meeting adjourned at 10:17 p.m. on a motion by Hawkinson and a second by Doherty.

CITY OF LAUDERDALE

Claims for Approval

June 27, 2006 City Council Meeting

<u>Payroll</u>		
6/16/06 Payroll:	Direct Deposit # 500158-500162	\$6,371.49
6/16/06 Payroll:	Payroll Liabilities, e-payments 64E-66E	\$5,427.67
<u>Vendor Claims</u>		
6/27/06 Claims:	Check # 18160-18178	\$7,562.07

Subtotal of Claims From Above **\$19,361.23**

Total Claims for Approval	\$19,361.23
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CITY OF LAUDERDALE
***Check Detail Register©**

JUNE 2006

			Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk# 018160 6/27/2006 1589 FULHAM STREET					
E 101-45100-371	NON-RESIDENT REIMBURSEM		\$8.00		non-resident reimbursement - s
	Total 1589 FULHAM STREET		\$8.00		
Paid Chk# 018161 6/27/2006 AT & T					
E 101-41200-391	TELEPHONE/PAGERS		\$0.27		5/06 long distance
	Total AT & T		\$0.27		
Paid Chk# 018162 6/27/2006 AVENET, LLC					
E 202-49500-531	OFFICE EQUIPMENT		\$105.00		3q06 web hosting
	Total AVENET, LLC		\$105.00		
Paid Chk# 018163 6/27/2006 BIFFS, INC.					
E 101-45200-427	PORTA POTTY RENTAL		\$80.91		5/06 park portable restroom
	Total BIFFS, INC.		\$80.91		
Paid Chk# 018164 6/27/2006 BONESTROO, ROSENE, ANDERLIK					
E 101-43300-304	ENGINEERING		\$179.00		seal coating project
	Total BONESTROO, ROSENE, ANDERLIK		\$179.00		
Paid Chk# 018165 6/27/2006 CEMSTONE					
E 101-45200-550	OTHER IMPROVEMENTS		\$309.71		cement for under park picnic t
	Total CEMSTONE		\$309.71		
Paid Chk# 018166 6/27/2006 CINTAS					
E 601-49000-425	CLOTHING		\$28.65		pw clothing
E 601-49000-425	CLOTHING		\$28.65		pw clothing
	Total CINTAS		\$57.30		
Paid Chk# 018167 6/27/2006 EARL F. ANDERSEN, INC					
E 404-48404-527	GENERAL PARK IMPROVEMEN		\$118.57		2 no parking signs for park
	Total EARL F. ANDERSEN, INC		\$118.57		
Paid Chk# 018168 6/27/2006 EUREKA RECYCLING					
E 203-50000-389	RECYCLING CONTRACTOR		\$1,463.50		5/06 recycling service
	Total EUREKA RECYCLING		\$1,463.50		
Paid Chk# 018169 6/27/2006 GOPHER STATE ONE-CALL					
E 101-43400-386	GOPHER STATE ONE CALL		\$45.10		5/06 locate tickets
	Total GOPHER STATE ONE-CALL		\$45.10		
Paid Chk# 018170 6/27/2006 GOVERNMENT TRAINING SERVICE					
E 101-41300-308	TRAINING\CONFERENCES		\$70.00		hb financial policy design wor
	Total GOVERNMENT TRAINING SERVICE		\$70.00		
Paid Chk# 018171 6/27/2006 HUGHES & COSTELLO					
E 101-42300-305	LEGAL FEES		\$850.00		6/06 retainer and fees
E 101-42300-355	MISC PRINTING/PROCESS SER		\$119.00		6/06 retainer and fees

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

JUNE 2006

		Check Amt	Invoice	Comment
Total HUGHES & COSTELLO		\$969.00		
Paid Chk# 018172	6/27/2006 LILLIE SUBURBAN NEWS			
E 101-41600-309	DELIVERY	\$837.00		5/06 Roseville Review delivery
Total LILLIE SUBURBAN NEWS		\$837.00		
Paid Chk# 018173	6/27/2006 LMC			
E 101-41200-308	TRAINING\CONFERENCES	\$335.00		jb annual conference
Total LMC		\$335.00		
Paid Chk# 018174	6/27/2006 OFFICE MAX			
E 101-41200-201	GENERAL SUPPLIES	\$27.34		office supplies
Total OFFICE MAX		\$27.34		
Paid Chk# 018175	6/27/2006 PUBLIC EMPLOYEES INS PROGRAM			
G 101-21706	HEALTH INSURANCE	\$1,338.16		7/06 health benefits
Total PUBLIC EMPLOYEES INS PROGRAM		\$1,338.16		
Paid Chk# 018176	6/27/2006 RAMSEY COUNTY, PROP REC & REV			
E 303-47300-621	FILE MAINTENANCE CHARGES	\$245.00		'06 special assessment fee
E 304-47400-621	FILE MAINTENANCE CHARGES	\$245.00		'06 special assessment fee
E 302-47200-621	FILE MAINTENANCE CHARGES	\$245.00		'06 special assessment fee
E 203-50000-327	OTHER SERV- SEWER/NPDES I	\$340.00		'06 recycling fee
Total RAMSEY COUNTY, PROP REC & REV		\$1,075.00		
Paid Chk# 018177	6/27/2006 XCEL ENERGY, PARK & GARAGE			
E 101-45200-381	ELECTRIC	\$8.55		5/06 park & garage utilities
E 101-45200-381	ELECTRIC	\$6.07		5/06 park & garage utilities
E 101-43100-383	GAS UTILITIES	\$17.81		5/06 park & garage utilities
E 101-43100-381	ELECTRIC	\$18.22		5/06 park & garage utilities
E 101-45200-383	GAS UTILITIES	\$21.30		5/06 park & garage utilities
E 101-45200-383	GAS UTILITIES	\$5.94		5/06 park & garage utilities
Total XCEL ENERGY, PARK & GARAGE		\$77.89		
Paid Chk# 018178	6/27/2006 XCEL ENERGY, STREET LIGHTING			
E 101-43200-381	ELECTRIC	\$465.32		5/06 street lights
Total XCEL ENERGY, STREET LIGHTING		\$465.32		
10100 NORTH STAR CHECKING		\$7,562.07		

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

JUNE 2006

Check Amt Invoice Comment

Fund Summary

	10100 NORTH STAR CHECKING	
101 GENERAL		\$4,742.70
202 COMMUNICATIONS		\$105.00
203 RECYCLING		\$1,803.50
302 '00 ST/UTIL IMP DEBT SERVICE		\$245.00
303 '02 ST/UTIL IMP DEBT SERVICE		\$245.00
304 '03 ST/UTIL IMP DEBT SERVICE		\$245.00
404 PARK IMPROVEMENT		\$118.57
601 SEWER UTILITIES		\$57.30
		<hr/>
		\$7,562.07

CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
500158	000000001	BAKKEN-HECK, BRIAN	12	BI-WEEKLY	\$1,720.79	6/16/2006	Outstanding
500159	000000011	BOWNIK, JAMES	12	BI-WEEKLY	\$1,218.07	6/16/2006	Outstanding
500160	000000007	BUTKOWSKI, HEATHER	12	BI-WEEKLY	\$1,050.51	6/16/2006	Outstanding
500161	000000002	HINRICHS, DAVID C	12	BI-WEEKLY	\$1,305.24	6/16/2006	Outstanding
500162	000000005	HUGHES, JOSEPH A	12	BI-WEEKLY	\$1,076.88	6/16/2006	Outstanding
					\$6,371.49		

CITY OF LAUDERDALE

06/15/06 3:23 PM

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Payments

Current Period: JUNE 2006

Batch Name	061606paytax	Payment	Computer Dollar Amt	\$5,427.67	Posted
Refer	280	<u>NORTH STAR BANK, CHECKING S</u>	<u>Ck# 000064E</u>	<u>6/16/2006</u>	
Cash Payment	G 101-21703	FICA WITHHOLDING.	6/16/06	payroll tax	\$1,683.88
Invoice					
Cash Payment	G 101-21701	FEDERAL TAXES	6/16/06	payroll tax	\$954.59
Invoice					
Transaction Date	6/13/2006	Due 0	NORTH STAR CHEC	10100	Total \$2,638.47
Refer	281	<u>ICMA</u>	<u>Ck# 000065E</u>	<u>6/16/2006</u>	
Cash Payment	G 101-21705	ICMA RETIREMENT	6/16/06	payroll	\$1,569.22
Invoice					
Transaction Date	6/13/2006	Due 0	NORTH STAR CHEC	10100	Total \$1,569.22
Refer	282	<u>PERA</u>	<u>Ck# 000066E</u>	<u>6/16/2006</u>	
Cash Payment	G 101-21704	PERA	6/16/06	payroll	\$1,219.98
Invoice					
Transaction Date	6/13/2006	Due 0	NORTH STAR CHEC	10100	Total \$1,219.98
Fund Summary				BATCH Total	\$5,427.67
101		10100 NORTH STAR CHECKING			
			\$5,427.67		
			\$5,427.67		

Pre-Written Checks	\$5,427.67
Checks to be Generated by the Compute	\$0.00
Total	\$5,427.67

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 27, 2006

ITEM NUMBER 5A City Park Applications

STAFF INITIAL HAB

APPROVED BY ADMINISTRATOR

[Handwritten Signature]

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The city received an application from Edna Harrison of 2230 Midland Grove Road in Roseville to use the community park on August 12th from 8 a.m. until 7 p.m. 40 people will be in attendance.

OPTIONS:

- A) Approve Edna Harrison's request to use the park on August 12th.
- B) Do not approve her request.

STAFF RECOMMENDATION:

The staff recommends allowing Ms. Harrison's group to use the park.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113
Phone: 651.631.0300 Fax: 651.631.2066

APPLICATION FOR USE OF COMMUNITY PARK

APPLICANT INFORMATION:

Name: Edna Harrison Address: 2230 Midland Grove Rd. Unit 202

City: Roseville State: MN Zip: 55113

Telephone No.: 651-636-4744 Name of Organization (if applicable): _____
4744

PARK USE INFORMATION:

Date(s) of Park Use: August 12, 2006 Hours Used: 8AM - 7PM

* Number attending: 40 * Note: Groups of 30 or more must receive council approval

Part of Park to be reserved (circle all that apply):

Picnic shelter Tennis court Ballfield Skating rink Hockey rink Other: _____

Please note: the hockey rink is only available for reservation from the hours of 8 - 10 pm.

By signing this application, the applicant agrees to the following:

- The park facilities will not be used for advertisement of any product, goods, or services, nor for personal profit.
- The applicant will clean up the area after the event has occurred.
- The proposed event will not unreasonably interfere with the general public use of the park, or with the safe and orderly movement of traffic on streets surrounding the park.
- The applicant is aware that there is a parking lot on Roselawn Avenue, including spaces for the handicapped.
- The applicant understands that the park opens at 8:00 am and closes at 10:00 pm.
- The applicant understands that no intoxicating liquor may be present or consumed at the park.

Edna R. Harrison
Applicant's Signature

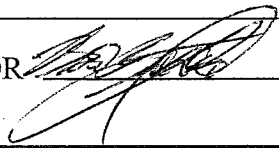
Edna R. Harrison
Please Print Applicant's Name

8/12/06
Date

FOR OFFICE USE ONLY:

Date Application Received: _____ Approved By: _____
Temporary Non-Intoxicating Liquor License Granted? _____ If so, date Council granted: _____

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED	MEETING DATE <u>June 27, 2006</u>
Consent <u> X </u>	ITEM NUMBER <u>Bid to Sell Pickup Truck</u>
Public Hearing <u> </u>	STAFF INITIAL <u>Jim</u>
Discussion <u> </u>	APPROVED BY ADMINISTRATOR 
Action <u> </u>	
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The city recently advertised requests for bids to sell the 1993 Chevy 3/4 ton pickup truck. Information was in the Roseville Review, The League of Minnesota Cities Bulletin, and on the City of Lauderdale's website. We received three inquiries, and one sealed bid. The deadline for submitting bids was on Tuesday, June 20th. The following bid was made:

From: David Hinrichs
Address: 1917 Carl St., Lauderdale
Price of Bid: \$510.00

If the bid is accepted from David Hinrichs, David has agreed to take possession of the truck and remove it by July 10th, 2006.

OPTIONS:

- 1) Accept bid as part of the consent agenda.
- 2) Remove from the consent agenda for discussion, followed by accepting bid.

STAFF RECOMMENDATION:

Accept bid for the 1993 Chevy 3/4 ton pickup truck from David Hinrichs for \$510.00 as part of the consent agenda.

COUNCIL ACTION:

TRUCK. Lauderdale has for sale a 1993 Chevy ¾ ton pickup truck. 77,000 miles; tires and engine in fair condition; not drivable in current condition due to problems with transmission, fuel line, and oil pan; possible parts vehicle. Submit sealed bids by bid-opening on Tuesday, June 20 at 2:00 p.m. Minimum bid: \$500. Submit sealed bids to Lauderdale City Hall, 1891 Walnut Street, Lauderdale, MN 55113, Attention: Jim Bownik. Cash or certified check accepted for payment. Buyer is responsible for all associated transfer fees. Vehicle can be viewed on site or at www.ci.lauderdale.mn.us. Call Jim at (651) 792-7656 with questions about the vehicle.

LEGAL NOTICE OF BID.

Notice is hereby given that the City of Lauderdale will be receiving sealed bids for a 1993 Chevy ¾ ton pickup truck. 77,000 miles; tires and engine in fair condition; not drivable in current condition due to problems with transmission, fuel line, and oil pan; possible parts vehicle. Submit sealed bids by bid-opening on Tuesday, June 20 at 2:00 p.m. Minimum bid: \$500. Submit sealed bids to Lauderdale City Hall, 1891 Walnut Street, Lauderdale, MN 55113, Attention: Jim Bownik. Cash or certified check accepted for payment. Buyer is responsible for all associated transfer fees. Vehicle can be viewed on site or at www.ci.lauderdale.mn.us. Call Jim at (651) 792-7656 with questions about the vehicle.

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

Consent X
Public Hearing
Discussion
Action
Resolution
Work session

MEETING DATE June 27, 2006

ITEM NUMBER Purchase of Hockey Goals

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR 

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The park staging plan calls for new hockey goals this year. A request for quotes were sent to 3 companies and included the following information:

- 1 pair pro-style hockey goals, all-welded frame
- 1 pair 5mm nets
- 1 pair nylon net protectors (skirts)
- Include tax and shipping/handling
- Option #1) hot-dipped galvanized frames and powder coated finish

All three companies responded to the request for quotes, which are attached. Only one of the three companies offered Option #1. I do not think the cost (\$150) is justified. Thus, I am recommending the quote from Arena Systems for \$790, which does not include the galvanizing option.

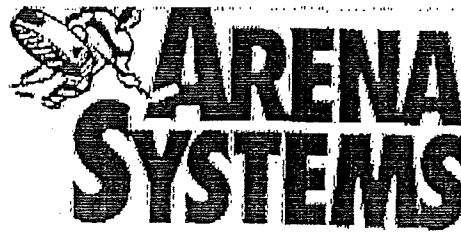
OPTIONS:

- 1) Approve as part of the consent agenda.
- 2) Remove from the consent agenda for discussion, followed by approval.
- 3) Don't approve.

STAFF RECOMMENDATION:

Approve the purchase of new hockey goals, nets, and net protectors from Arena Systems for the quoted price of \$790.00 (includes tax and shipping/handling).

COUNCIL ACTION:



FAX

Date: June 20, 2006

To: Jim

From: Michael Elam

Company: City of Lauderdale

Pages to follow: 0

Fax: 651-631-2066

Re: Goal Frame Pricing

Listed below is the pricing on Professional Goal Frames for your Outdoor Rink.

Professional Goal Frame Package - \$ 790.00 **

**Pricing includes one pair of Professional Goal Frames (powder coated Red), 5mm Knotless Nets, Nylon Net Protectors, Tax, and Freight to your office.

If you have any questions please give me a call. Thanks for the opportunity to provide you pricing
On this goal frame package.

Visit our website at www.arenasystems.com

E-mail: mike@arenasystems.com

420 East County Road D

St. Paul, MN 55117

(651) 490-3044

(651) 490-5357 FAX

800-328-6808

QUOTE

Rink Systems, Inc.

1103 Hershey Street
 Albert Lea, MN 56007
 Phone: (507)-373-9175
 Fax: (507)-377-1060

Quote Number 9801501

Quote Date 6/20/2006

Page 1

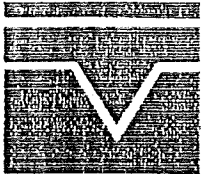
SOLD MISC SALE
 TO

SHIP CITY OF LAUDERDALE
 TO 1891 WALNUT ST
 LAUDERDALE, MN 55113

WEIGHT	0	TERMS	Net 30 Days	SHIP DATE	
NO of PACKAGES	0	DUE DATE	7/20/2006	SHIP NO	
PO NUMBER	JIM BOWNIK	DISCOUNT DATE	6/20/2006	SHIP VIA	Best Way
CUSTOMER ID	99999	SALESPERSON1	OSL	SALESPERSON2	

ITEM	ORDERED	SHIPPED	REQ	DESCRIPTION	PRICE	AMOUNT	TAX
	1.0000	.0000	1.0000	1 PAIR PRO STYLE GOALS FRAMES ALL WELDED, 1 PAIR 5MM KNOTLESS NETS, 1 PAIR NYLON NET PROTECTORS, INCLUDES TAX AND SHIPPING	810.0000	810.00	Y
	1.0000	.0000	1.0000	OPTION #1: HOT DIP GALVANIZE FRAMES WITH POWDER COATED FINISH	150.0000	150.00	N

TAXABLE	NONTAXABLE	FREIGHT	SALES TAX	MISC	TOTAL
.00	960.00	.00	.00	.00	960.00
PREPAYMENT	.00		NET DUE		960.00



Becker Arena Products

3270 County Road 42
Burnsville, MN 55337
800-234-5522 Fax 952-890-2680
www.beckerarena.com

QUOTE

BECKER
ARENA PRODUCTS, INC.

DATE: June 20, 2006

TO: Lauderdale, City of
Attn: Jim Bownik
1891 Walnut Street

Ship To:

Lauderdale, MN 55113

FAX# 1-651-631-2066

SALESPERSON	ACCT			F.O.B. POINT	TERMS
Chad Minichillo				Burnsville, MN	Net 30

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1 pr.	Professional Style Goal Frames	\$ 749.00 pr.	
1 pr.	5mm Goal Frame Nets with Lacing Twine	\$ 189.00 pr.	
1 pr.	Nylon Net Protectors (Skirts) with Lacing Twine	\$ 39.75 pr.	
SUBTOTAL			\$ 977.75
SALES TAX			\$ 68.69
ESTIMATED SHIPPING & HANDLING			\$ 79.00
TOTAL DUE			\$ 1,125.44

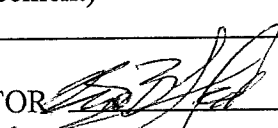
**Sales Tax is not included in this quotation, and is the responsibility of the purchaser

Please sign below to procure the above order. If changes are made to the above quotation, please initial and sign below. A revised quotation will follow outlining your changes. Only authorized signors may enter into a contract for product and services from Becker Arena Products, Inc. All custom orders are final and cannot be resold as new.

Authorized Signature

Date

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED	MEETING DATE <u>June 27, 2006</u>
Consent <u> X </u>	ITEM NUMBER <u>Adoption of the 2006-2008 GIS</u>
Public Hearing <u> </u>	<u>(Geographic Information Systems) JPA</u>
Discussion <u> </u>	<u>(Joint Powers Agreement)</u>
Action <u> </u>	STAFF INITIAL <u>Jim</u>
Resolution <u> </u>	APPROVED BY ADMINISTRATOR 
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Joint Powers Agreement

Lauderdale is one of a handful of cities that are a member of the Ramsey County Geographic Information Systems User Group that needs to adopt the most recent GIS JPA. The membership fee, which is collected annually, was \$238.05 for Lauderdale for 2006 and was paid earlier this year. For more information on the fees, refer to the enclosed fee allocation sheet.

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

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

OPTIONS:

- 1) Adopt as part of the consent agenda.
- 2) Remove from the consent agenda for discussion, followed by adoption.
- 3) Don't adopt.

STAFF RECOMMENDATION:

Adopt the 2006-2008 Joint Powers Agreement Among Members of the Ramsey County Geographic Information Systems Users Group.

COUNCIL ACTION:

JOINT POWERS AGREEMENT

AMONG

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT (Agreement), which shall have an effective date of January 1, 2006, is entered into pursuant to the provisions of Minnesota Statutes Section 471.59 between the City of Lauderdale body politic and corporate under the laws of the State of Minnesota and other bodies politic and corporate under the laws of the State of Minnesota for the purposes of forming the Ramsey County Geographic Information System Users Group hereinafter referred to as the AUUsers Group≅.

ARTICLE I. INTENT OF THIS AGREEMENT:

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

ARTICLE II. DEFINITIONS:

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

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

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

ARTICLE III. USER GROUP STRUCTURE:

Section 1. The Users Group will be governed and managed by a Board of Directors (ABoard≅).

Section 2. One Director will represent each Member organization. Each Member organization shall appoint one Director and an alternate to serve on the Board.

Section 3. The Board shall also have the following officers: a Chair, Vice Chair, Secretary and Treasurer.

Section 4. These officers are elected annually by the Board.

Section 5. These officers are undertaken on a voluntary basis without pay.

Section 6. A quorum will consist of at least a one-half attendance of full membership of the Board.

Section 7. Decisions will be made by majority of the quorum.

ARTICLE IV. DUTIES OF THE BOARD OF DIRECTORS:

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The meeting will be called for the purposes of electing the officer positions of Chair, Vice Chair, Secretary and Treasurer. This meeting will allow the adoption of by-laws and other procedures governing the conduct of its meetings and its business as it deems appropriate. This meeting will also be called by the Board to determine the User Group Budget, review the operating procedures within this Agreement, and approve agreements with Ramsey County for the purposes of GIS data exchange, data access, data delivery and the updating of physical features.

Section 3. The Board shall approve and adopt the formula for the distribution of costs associated with access to Ramsey County GIS data and for the updating of physical features. This formula shall be reviewed annually by the Board.

Section 4. The Board shall arrange for and facilitate regular meetings of the User Group and for User Group activities.

Section 5. The Chair presides at meetings of the Board. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

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

ARTICLE V. NEW MEMBERS:

Section 1. Those units of government who are not part of this initial Agreement may join as Members of the Users Group at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign the current Agreement.

Section 3. The New Members and Paying Affiliates will pay the current one-time membership fee and the data exchange fee due for the year in which the new Member is joining as set by the Board in Article IV, Section 4, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

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

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

Section 2. The GIS Data should consist of the following components:

- (i) The Ramsey County Digital Base Map as generated and maintained by the County.
- (ii) The Ramsey County Attribute Data Base as generated and maintained by the County.
- (iii) The Physical Features File as generated and maintained by the County.

Section 3. The Board will negotiate on behalf of the Members and Paying Affiliates for the cost and method of access to this data. Prior to each annual payment to Ramsey County, the Board shall determine whether it is satisfied with the content, accuracy and timeliness of the data provided to date and make a determination if further payment shall be made.

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

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting parties own use where that GIS data has been in some way derived and developed from the County GIS Data as a result of this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member, any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data deemed by Ramsey County as necessary for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

Section 3. Any costs associated with a Member supplying data to Ramsey County or to any other Member shall be for access and delivery of that data only and not for any costs associated with the development of that data.

ARTICLE VIII. DATA ACCESS AND USAGE:

Section 1. All Members and Paying Affiliates shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members and Paying Affiliates may not be sold in its original form to third party agencies. However, a Member or Paying Affiliate may allow use of the original data by a third party for specific contracted purposes. Data generated by Members or Paying Affiliates and provided to Ramsey County may not be sold by Ramsey County in its original form to third party agencies. However, Ramsey County may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement by a Member or Paying Affiliate of Ramsey County GIS Data, received pursuant to this Agreement, may be sold or exchanged to a third party.

Section 4. All Members and Paying Affiliates will adhere to future Users Group license agreements for County or other agency GIS data.

ARTICLE IX. DATA SECURITY:

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

ARTICLE X. FINANCIAL MATTERS:

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member organization.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership fees. These costs could include Users Group administrative costs, purchase of liability insurance and others as appropriate.

Section 4. **Membership Fee:** New Members and new Paying Affiliates shall pay a one-time membership fee of \$500 to the Users Group for the calendar year 2006. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members and new Paying Affiliates.

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

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

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

ARTICLE XI. TERM

Section 1. This Agreement shall be in force through December 31, 2008, or until superseded by another agreement.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2008 and be agreed upon and signed on or before December 31, 2008.

ARTICLE XII. TERMINATION:

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

These commitments include:

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

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

ARTICLE XIII. DISSOLUTION:

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required Members requesting dissolution of the Users Group.

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

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

ARTICLE XIV. ACCESS TO DOCUMENTS:

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

ARTICLE XV. HOLD HARMLESS:

Section 1. Each Member or Paying Affiliate agrees to defend, indemnify and hold the other Members or Paying Affiliates harmless from any claims, demands, actions or causes of action, including reasonable attorneys fees, against or incurred by such other Members or Paying Affiliates, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or Paying Affiliate or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members or Paying Affiliates under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by either Members or Paying Affiliates or the Users Group of any limitation of liability under Minnesota Statutes Chapter 466.

Section 3. Under no circumstances, however, shall a Member or Paying Affiliate be required to pay on behalf of itself and other Members or Paying Affiliates, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member or Paying Affiliate. The limits of liability for some or all of the Members or Paying Affiliates may not be added together to determine the maximum amount of liability for any Member or Paying Affiliate.

SECTION XVI. EQUAL EMPLOYMENT OPPORTUNITY:

Section 1. The Members and Paying Affiliates and the Users Group agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age.

Section 2. When required by law and requested by the other party, the Users Group shall furnish a written affirmative action plan to the Members and Paying Affiliates.

SECTION XVII. DATA PRACTICES:

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

Section 2. The Members and Paying Affiliates and the Users Group agree to abide strictly by these statutes, rules and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this 27th day of JUNE, 2006

ORGANIZATION City of Lavenderdale
Approved:

By: _____
(Mayor / Chair / President)

By: _____
(City Manager / Administrator)

Ramsey County GIS User Group Fee Allocation for 2006

Refer to Joint Powers Agreement - January, 2006

1. Membership Fee

\$500

- Once time flat fee for each user

2. Annual Data Access & Physical Features Maintenance Fee

- Members commit to a three-year payment of these fees
- Entities not participating will be charged as per the existing County fee schedule.
- The fee is calculated by multiplying the (population factor x (population x per capita rate(\$0.1007))
(eg. New Brighton - (22206 x 1.0) x (0.1007)) = \$2,236.14)

The 2000 per capita rate was set at 0.095. Note: the rate in 2001 and 2002 (0.090) is 94.7% of the 2000 rate.
The per capita rate for 2003 is set at 0.093. The increase is due to Hamline University dropping out.
The per capita rate for 2005 is set at 0.0978
The per capita rate for 2006 is set at 0.1007 (3% increase)

Organization Category:	Population Factor:
St Paul*	25
Municipalities	100
School Districts	7.5
Watershed Districts	7.5
Neighborhood Consortium	7.5
Ramsey Soil & Water Conservation District	2
Universities/Fire Departments**	0
*Non-standard organization	
**considered part of the municipalities	

Breakdown by organization:

	Organization Name:	Census 2000 population served	06-08 Signed JPA	Population Factor	Units Assigned	2006 Fees	Paid Fees	2005 Fees	2004 Fees	Former or Future Members	
CURRENT MEMBERS	Arden Hills	9,652		1.000	9,652	\$971.96	<input checked="" type="checkbox"/>	\$943.97	\$916.94		
	Community GIS Consortium	162,000	na	0.075	12,150	\$1,223.51		\$1,188.27	\$1,154.25		
	Falcon Heights	5,572	<input checked="" type="checkbox"/>	1.000	5,572	\$661.10	<input checked="" type="checkbox"/>	\$644.94	\$529.34		
	Gem Lake	419		1.000	419	\$42.19	<input checked="" type="checkbox"/>	\$40.98	\$39.81		
	Lauderdale	2,364		1.000	2,364	\$238.05	<input checked="" type="checkbox"/>	\$231.20	\$224.58		
	Little Canada	9,771	<input checked="" type="checkbox"/>	1.000	9,771	\$983.94	<input checked="" type="checkbox"/>	\$955.60	\$0.00		
	Maplewood	34,947	<input checked="" type="checkbox"/>	1.000	34,947	\$3,619.16		\$3,417.82	\$3,319.97		
	Mounds View	12,738		1.000	12,738	\$1,282.72	<input checked="" type="checkbox"/>	\$1,245.78	\$1,210.11		
	New Brighton	22,206	<input checked="" type="checkbox"/>	1.000	22,206	\$2,236.14	<input checked="" type="checkbox"/>	\$2,171.75	\$2,109.57		
	North St. Paul	11,929	<input checked="" type="checkbox"/>	1.000	11,929	\$1,201.25	<input checked="" type="checkbox"/>	\$1,166.66	\$1,133.26		
	Ramsey Conservation District	492,909		0.020	9,858	\$992.72	<input checked="" type="checkbox"/>	\$964.13	\$936.53		
	Ramsey/Wash Metro WD	150,000	<input checked="" type="checkbox"/>	0.075	11,250	\$1,132.88		\$1,100.25	\$1,068.75		
	Rice Creek WD (X)	96,045		X	0.075	7,203	\$725.38		\$704.49	\$684.32	
	Roseville	33,690	<input checked="" type="checkbox"/>	1.000	33,690	\$3,392.58		\$3,294.88	\$3,200.55		
	Roseville Schools	50,172	<input checked="" type="checkbox"/>	0.075	3,763	\$378.92		\$368.01	\$357.48		
	Shoreview	25,924	<input checked="" type="checkbox"/>	1.000	25,924	\$2,610.55	<input checked="" type="checkbox"/>	\$2,535.37	\$2,462.78		
	St. Paul	287,151		0.250	71,788	\$7,229.03		\$7,020.84	\$6,819.84		
	St. Paul Regional Water Services	400,000		0.075	30,000	\$1,850.36	<input checked="" type="checkbox"/>	\$0.00	\$0.00		
	University of MN Facilities Mgt			na	#	0	\$1,092.72		\$1,060.90	\$1,030.00	
	Vadnais Heights	13,069		1.000	13,069	\$1,316.05	<input checked="" type="checkbox"/>	\$1,278.15	\$1,241.56		
White Bear Lake	24,325		1.000	24,325	\$2,449.53	<input checked="" type="checkbox"/>	\$2,378.99	\$2,310.88			
White Bear Township	11,923	<input checked="" type="checkbox"/>	1.000	11,923	\$1,200.65	<input checked="" type="checkbox"/>	\$1,166.07	\$1,132.69			
Billed Total:						\$36,631.38	\$0.00	\$33,779.03	\$31,883.17		
Former or Future Members	Wilder Research Center	-	-	#	0	\$1,092.72		\$1,060.90	-		
	Capital Region WD	245,000		0.075	18,375	\$1,850.36		\$1,797.08	\$1,745.63		
	North Oaks	3,883		X	1.000	\$391.02		\$379.76	\$368.89		
	Mounds View Schools	70,000		X	0.075	\$628.68		\$513.45	\$498.75		
	St. Paul Schools	287,151		X	0.075	\$2,168.71		\$2,106.25	\$2,045.95		
	White Bear Lake Schools	49,317		X	0.075	\$372.47		\$361.74	\$351.38		
	Hamline University	0		X	0	\$0.00		\$0.00	\$0.00		
	Nth St. Paul/Maplewd Sch (X)	0		X	0.075	\$0.00		\$0.00	\$0.00		
Total:						\$6,403.95	\$0.00	\$6,219.18	\$5,010.69		

Note:
 Paying Affiliate Members are designated with (#).
 Those entities assumed to be non-participants are designated with (X).
 Entities wishing to enter as a participant partway through the annual maintenance fee period will pay the full annual amount designated for that site and will not be pro-rated

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

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

Meeting Date: _____

ITEM NUMBER 8-A Rental Housing License

STAFF INITIAL BH

APPROVED BY ADMINISTRATOR



DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: The Council discussed this issue several times over the past year, held a public meeting to get input from landlords and neighbors, and discussed problem properties with neighbors.

The attached document is the result of all these discussions. The city attorney reviewed and added several items for clarification.

OPTIONS:

1. Adopt the ordinance as written;
2. Adopt the ordinance with amendments following discussion and input;
3. Refer to staff and the city attorney for final clean-up; or
4. Do nothing.

STAFF RECOMMENDATION: Staff recommends either option 2 or 3 depending on the number and extent of potential changes/amendments to the current draft.

COUNCIL ACTION:

CITY OF LAUDERDALE

ORDINANCE NO. _____

An Ordinance Amending Title 9 of the Code of Ordinances To Add a New Section Regarding Licensing of Rental Dwelling Units

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

SECTION 1. The Lauderdale code of ordinances is amended by adding the following new chapter:

**CHAPTER 11
RENTAL HOUSING LICENSE PROVISIONS**

- 9-11-1 APPLICABILITY; SCOPE
- 9-11-2 DEFINITIONS
- 9-11-3 ENFORCEMENT OFFICER
- 9-11-4 RESPONSIBILITY OF OWNER (LANDLORD)
- 9-11-5 RESPONSIBILITY OF OCCUPANT (RENTER)
- 9-11-6 GENERAL LICENSING PROVISIONS
- 9-11-7 INSPECTIONS
- 9-11-8 CONDUCT ON LICENSED PREMISES
- 9-11-9 CONDITION OF LICENSED PREMISES
- 9-11-10 HEARING PROCEDURE
- 9-11-11 MISDEMEANOR

9-11-1 APPLICABILITY; SCOPE:

All rental dwelling units shall comply with the provisions of this Chapter and the requirements contained in the International Property Maintenance Code, which is adopted by reference in its entirety, regardless of when the rental dwelling or unit was constructed, altered or repaired. The requirements of this Chapter are also applicable to any accessory structures on the property upon which the rental dwelling is located, such as garages and storage buildings and appurtenances such as sidewalks and retaining walls on the property. This Chapter shall not be applicable to on-campus college or university housing units, Minnesota Department of Health licensed rest homes, convalescent care facilities, licensed group homes, nursing homes, hotels, motels or units that are occupied by the owner as a permanent residence.

9-11-2 DEFINITIONS:

“Building Official” means the building inspector or a designated agent authorized by the City Council to administer and enforce this Chapter.

“Owner” means, with respect to all matters involving the making of applications and the giving of notices, the individuals or entities holding legal and equitable title to the premises, or the legally constituted agent designated by the Owner for such purposes.

“Rental Dwelling Unit” means every portion of a building or premises used or intended to be used for residential rental purposes.

“Resident Agent” means any person who has charge, care or control of a rental dwelling unit.

9-11-3 ENFORCEMENT OFFICER:

The City Building Official is hereby authorized and directed to enforce all provisions of this Chapter, subject to review by the City Council. For such purposes, he or she shall have the powers of a law enforcement officer.

9-11-4 RESPONSIBILITY OF OWNER (LANDLORD):

- A. Every Owner of a Rental Dwelling Unit is responsible for violations of duties and obligations imposed by this Chapter even if the duty or obligation is also imposed on the occupant(s) of the Rental Dwelling Unit, or even if the Owner, by agreement, has imposed on the occupant(s) the duty of making sure that the Rental Dwelling Unit complies with the requirements of this Chapter, applicable provisions of the City Code and/or the International Property Maintenance Code.
- B. Every Owner of a Rental Dwelling Unit is responsible for keeping that part of the building or premises which he or she occupies or controls in a clean, sanitary and safe condition in conformance with this Chapter, applicable provisions of the City Code and the International Property Maintenance Code, including any shared or common areas in a multiple family dwelling.
- C. The Owner or Resident Agent shall ensure the Rental Dwelling Unit possesses the appropriate license pursuant to this Chapter and all license fees are paid to the City before the Rental Dwelling Unit is rented.

9-11-5 RESPONSIBILITY OF OCCUPANT (RENTER):

- A. Access By Owner: Every occupant of a Rental Dwelling Unit shall give the Owner or Resident Agent access to all parts of a Rental Dwelling Unit and premises, at reasonable times for the purpose of effecting inspections and maintenance, and making repairs or alterations as are necessary to comply with the provisions of this Chapter, City Code and the International Property Maintenance Code.

- B. Cleanliness: Every occupant of a Rental Dwelling Unit shall keep in a clean and sanitary condition pursuant to the standards set forth in the International Property Maintenance Code and the City Code that part of the unit and building which he or she occupies, controls or uses.
- C. Disposal of Rubbish: Every occupant of a Rental Dwelling Unit shall store and dispose of all his or her rubbish, garbage and waste in a clean, sanitary and safe manner.
- D. Plumbing Fixtures:
 - 1. Furnished Fixtures: Every occupant of a Rental Dwelling Unit shall keep the supplied plumbing fixtures and facilities within the Rental Dwelling Unit in a clean and sanitary condition and shall be responsible for the exercise of reasonable care in their proper use and operation and in accordance with this Chapter, City Code and the International Property Maintenance Code.
 - 2. Fixtures Furnished By Occupant: Every plumbing fixture furnished by the occupant for the Rental Dwelling Unit shall be properly installed and shall be maintained in good working condition, shall be clean and sanitary, and free from defects, leaks or obstructions and in accordance with this Chapter, City Code and the International Property Maintenance Code.
- E. Noise: Every occupant of a Rental Dwelling Unit shall refrain from, and shall prevent his or her guests from making, excessive noise which disturbs the peace and quiet of other occupants in the building and other persons residing in the neighborhood.

9-11-6 GENERAL LICENSING PROVISIONS:

- A. License Required: No person shall operate, rent or cause to be rented a Rental Dwelling Unit which has not been properly licensed by the City in the manner required by this Chapter. A license must be obtained by the Owner for each Rental Dwelling Unit except in cases where two or more rental dwelling units are located within a single building, have a common owner and a common property identification number. These multiple rental units shall be allowed to obtain a single license for the building instead of each Rental Dwelling Unit within the building.
- B. Types of Licenses:
 - 1. Tier One License: A Tier One License shall allow a property owner to list his or her Rental Dwelling Unit for rent in the City.

2. Tier Two License: In the event that there have been violations [**Comment: How many and what types of violations**] of this Chapter by the holder of a Tier One License, a Tier Two License may be issued by the City in lieu of a Tier One License. The holder of a Tier Two License shall be subject to all the requirements of a Tier One License in addition to the following additional requirements listed below:
 - a. The licensed Rental Dwelling Unit shall be subject to periodic inspection as provided in Section 9-11-7 of this Chapter; and
 - b. The license holder shall pay the Tier Two License fee as established by the City Council from time to time.

A Tier Two License holder may apply for a Tier One License for the Rental Dwelling Unit after holding a Tier Two License for one full license period.

- C. License Application: The Owner of a Rental Dwelling Unit shall submit an application for a license on forms and in the format provided by the City. The owner shall give notice, in writing, to the City within five (5) business days of any changes to the information contained in the license application.
- D. Certification of Type of Dwelling: The Owner of a Rental Dwelling Unit must provide, as part of the license application, the type of structure that contains the Rental Dwelling Unit(s) to be licensed (e.g. single family, duplex, triplex, etc.).
- E. License Fees: The Owner shall be required to pay an annual license fee, the amount of which shall be determined from time to time by the City Council by resolution. The license fee schedule shall be maintained at City Hall. The required fees shall be submitted by the Owner along with the application for a new or renewal license. Applications for a renewal license submitted after the license term expiration are subject to a penalty fee, which shall be determined from time to time by the City Council by resolution.
- F. License Period: The license period shall be for one year and run from June 1st to May 31st of the following year, except in cases of suspension or revocation. The license must be renewed annually on or before May 31st of each year.
- G. License Issuance: The City shall issue a Tier One License for a Rental Dwelling Unit if the application is found to be in compliance with the provisions of this Chapter, no compliance orders have been issued for any of the Rental Dwelling Units on the property, any required license fees are paid and current, the real estate taxes are paid and current and the municipal utilities are paid and current. In the event that there have been violations [**Comment: How many and what type?**] of this Chapter, a Tier Two license may be required by the City for the Rental Dwelling Unit.

- H. Posting of License: The Owner shall post a copy of the license in the Rental Dwelling Unit in a conspicuous place. In multiple dwelling units requiring a single license, the license shall be posted in a common area of the building such as a corridor, hallway or lobby. The posted license shall be framed and covered with clear glass or plastic.
- I. Renewal of License: An Owner may continue to rent a dwelling unit after the expiration date of the license provided the Owner has filed with the City on or before May 31st, the appropriate renewal license application and license fee. The issuance of a license under this Chapter shall be considered a privilege and not an absolute right of the Owner and shall not entitle the Owner to an automatic renewal of the license. Allowing the Owner to continue to rent while the renewal license is being processed does not obligate the City to automatically renew the license.
- J. Transfer of License: All licenses issued pursuant to this Chapter shall be valid only for the Rental Dwelling Unit for which the license was issued. The license of a single-family rental dwelling unit shall not be transferable by the Owner to a new Owner and must be applied for by the new Owner. Owners of multiple family Rental Dwelling Units may transfer the units' license to the new owner upon closure of sale of the property containing the rental dwelling units. Upon closing on the property, the new Owner shall submit a transfer of ownership application and related fee to the City. Failure by the new Owner to submit the transfer application and fee to the City within thirty days of closing on the property shall result in the commencement of proceedings by the City to revoke the license.
- K. Restrictions on Ownership Transfer: It is unlawful for the Owner of any Rental Dwelling Unit(s) with known violations [**Comment: How many and what type?**] of this Chapter to sell, transfer or lease or otherwise dispose of the Rental Dwelling Unit(s) until the violation(s) has been brought into compliance. The Owner may transfer ownership of the Rental Dwelling Unit(s) prior to correcting the violation if he or she furnishes to the buyer a true copy of any violation notice that has been issued by the City and obtains and possesses a receipt of acknowledgment from the buyer.
- L. Resident Agent Required: Owners of Rental Dwelling Unit buildings with five (5) or more individual rental units shall appoint a Resident Agent who shall reside within the rental dwelling to be responsible for the maintenance and upkeep of the Rental Dwelling Units and common areas and to handle licensing issues with the City. Owners of Rental Dwelling Unit buildings containing less than five (5) units who do not reside within the counties of Ramsey, Hennepin, Anoka, Carver, Dakota, Scott, Washington, Wright, Chisago, Isanti or Sherburne shall appoint an agent that resides within one of these counties that shall be the responsible Resident Agent.

M. Register of Occupancy. The Owner or its Resident Agent shall keep a current register of occupancy for each Rental Dwelling Unit. This register of occupancy may be reviewed by the City at any time. Said register of occupancy shall contain, at a minimum, the following information:

1. Address(es) of the Rental Dwelling Unit(s);
2. Number of bedrooms of each Rental Dwelling Unit;
3. Number of Rental Dwelling Units in each building; and
4. Number of adults and children (under 18) currently occupying each Rental Dwelling Unit.

9-11-7 INSPECTIONS:

- A. Tier Two License Inspections: All Rental Dwelling Units that are required to have Tier Two Licenses shall be inspected by the City prior to the issuance or renewal of the rental license. The City shall contact the Owner or Resident Agent to schedule the inspection. The inspection will be done by the City in order to determine the license holder's compliance with the International Property Maintenance Code, State Statutes and City Code ordinances. The City shall provide the Owner or Resident Agent with a copy of the complete inspection report which shall state any areas of noncompliance. Prior to a license being issued by the City, the Owner or Resident Agent must correct the deficiencies within the time period specified in the inspection report.
- B. Occupant Initiated Inspection: An occupant who believes that his or her Rental Dwelling Unit is not in compliance with the provisions of this Chapter, City Code or the International Housing Maintenance Code may provide written notice to the Owner or Resident Agent of the Rental Dwelling Unit specifying the alleged deficiency. If the Owner or Resident Agent does not take action to correct the alleged problem, the occupant may contact the City and request an inspection of the Rental Dwelling Unit by the City Building Official upon showing proof that the Owner or Resident Agent had been properly notified and has been given a reasonable time in which to correct deficiencies. The cost of the inspection shall be paid by the Owner if the City's inspection reveals actual deficiencies as described by the occupant. If the inspection reveals no deficiencies and/or the complaint was made by the occupant in bad faith, the City may assess the cost of the inspection to the occupant.

9-11-8 CONDUCT ON LICENSED PREMISES:

- A. It shall be the responsibility of the Owner or its Resident Agent to see that persons occupying the Rental Dwelling Unit conduct themselves in such a

manner as not to cause the premises to be disorderly. This section applies to both Tier One and Tier Two licenses. For purposes of this Section, a Rental Dwelling Unit is disorderly at which any of the following activities occur:

1. Violation of Minnesota Statute Sections 609.755 through 609.76 as may be amended from time to time, relating to gambling;
2. Violation of Minnesota Statute Section 609.321 as may be amended from time to time, which prohibit prostitution and acts related thereto;
3. Violation of Minnesota Statute Sections 152.01 through 152.027 as may be amended from time to time, which prohibit unlawful sale or possession of controlled substances;
4. Violation of Minnesota Statute Sections 340A.401 and 340A.503 as may be amended from time to time, which regulates the unlawful commercial sale and underage consumption of alcoholic beverages;
5. Violation of Minnesota Statute Section 609.33 as may be amended from time to time, which prohibits owning, leasing, operating, managing, maintaining or conducting a disorderly house, or inviting or attempting to invite others to visit or remain in a disorderly house;
6. Violation of Minnesota Statute Sections 97B.021, 97B.045, 609.66 through 609.67, 624.712 through 624.716, 624.719, 624.731 through 624.732 and 624.734 as may be amended from time to time, which prohibit the unlawful possession, transportation, sale or use of weapons;
7. Violation of Minnesota Statute Section 609.72 as may be amended from time to time, which prohibits disorderly conduct;
8. Violation of City Code, Chapter 5-7 relating to recreational fires;
9. Violation of City Code Chapter 5-8 relating to clandestine drug labs;
10. Violation of City Code Chapter 4-1 relating to nuisances; or
11. The licensed rental dwelling unit receives 3 or more police calls for service in which each result in a citation or arrest within a twelve month period. Calls will not be counted in instances where the victim and suspect are "family or household members" as defined in the Domestic Abuse Act, Minnesota Statutes Section 518B,

subdivision 2 (b) and where there is a report of “domestic abuse” as defined in the Domestic Abuse Act, Minnesota Statute Section 518B.01, subdivision 2(a).

[Comment: Other violations? Animals? Noisy parties? Domestic assault? Juveniles?]

- B. Notice of Violation: Upon determination by a law enforcement official that a Rental Dwelling Unit is in violation of any one or more of the provisions set forth in paragraph A above, the law enforcement official shall immediately notify the City. Upon notification by the law enforcement official, the City shall send the Owner and the Resident Agent notification of the violation and direct them to take steps to prevent further violations. The City shall also send a copy of the notice to the occupant of the Rental Dwelling Unit that is in violation.

- C. Subsequent Violations: Upon a second, third or subsequent violation **[What triggers notification – 2nd violation within 12 months?]** of paragraph A by occupants or guests of the same Rental Dwelling Unit within a twelve (12) month period of the first violation, the law enforcement official shall immediately notify the City. Upon notification by law enforcement, the City shall send the Owner and the Resident Agent of the Rental Dwelling Unit a notice that shall require the Owner or Resident Agent of the Rental Dwelling Unit to submit to the City a written report of the action taken to prevent any further violations by the occupants and/or their guests. The written report shall also detail all actions taken by the Owner and Resident Agent in response to the previous notice. The written report shall be submitted by the Owner or Resident Agent to the City within five (5) business days of the date of the notice. If the Owner or Resident Agent fails to comply with the requirements of this Section, a Tier Two License shall be immediately be issued in place of a Tier One License. If a Tier Two License is already in effect for the Rental Dwelling Unit, the license holder shall be considered for further sanctions including payment of an administrative fine(in an amount of which shall be determined from time to time by the City Council by resolution) or license denial, suspension, revocation or non-renewal. If the City decides that it will be imposing an administrative fine or denying, suspending, revoking or not renewing a license pursuant to this Section, the City shall send a notice of the proposed action to the Owner and Resident Agent of the Rental Dwelling Unit. The proposed action by the City shall be heard by the City Council pursuant to the procedure set forth in Section 9-11-10 of this Chapter.

- D. Violations During Eviction Proceedings: No adverse license action described above, including issuance of a Tier Two License shall be imposed by the City if the violation(s) of paragraph A occurred during eviction

proceedings of the occupants or within thirty (30) days of notice given by the Owner or Resident Agent to an occupant to vacate the premises. The Owner or Resident Agent shall provide proof of the eviction proceedings or notice to vacate to the City upon request. Eviction proceedings must be diligently pursued by the Owner or Resident Agent in order to prevent any adverse license action by the City and shall not be a bar to any adverse license action by the City. Further, the City's action to impose an administrative fine or deny, revoke, suspend or not renew a license based upon violations of paragraph A may be postponed or discontinued at any time if it appears that the Owner or Resident Agent has taken appropriate measures that will prevent further violations of paragraph A.

9-11-9 CONDITION OF LICENSED PREMISES:

- A. Compliance Order: Whenever the Building Official determines that the condition of any Rental Dwelling Unit or the premises surrounding it fails to meet the provisions of this Chapter, other applicable City Code provisions or the International Property Maintenance Code, he or she may issue a compliance order setting forth the specific violations and ordering the Owner to correct such violations.
- B. Contents of the Compliance Order: The compliance order shall:
 - 1. Be in writing;
 - 2. Describe the location and nature of the violations;
 - 3. Set forth a reasonable time for the correction of the violations by the Owner or Resident Agent; and
 - 4. Be served upon the Owner and Resident Agent either personally or by certified mail. A copy of the compliance order shall also be provided to the occupants of the Rental Dwelling Unit.
- C. License Action: If the violations listed in the compliance order are not remedied by the Owner or Resident Agent within the specified time given in the order, the license for the Rental Dwelling Unit may be denied, suspended, revoked, or not renewed by the City. An administrative fine in an amount set forth from time to time by the City Council by resolution may also be imposed. If the City decides that it will be denying, suspending, revoking or not renewing a license or imposing an administrative fine pursuant to this Section, the City shall send a notice of the proposed action to the Owner and Resident Agent of the Rental Dwelling Unit. The proposed action by the City shall be heard by the City Council pursuant to the procedure set forth in Section 9-11-10 of this Chapter.

- D. Appeal: When it is alleged by the Owner or Resident Agent that the compliance order is based upon the erroneous interpretation of this Chapter, other applicable City Code provisions or the International Property Maintenance Code, the Owner or Resident Agent may appeal the compliance order to the City Council. Such appeal shall be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee, as set forth by resolution of the City Council, from time to time, and must be filed with the City within five (5) business days after service of the compliance order. The appeal shall be heard by the City Council pursuant to the procedure set forth in Section 9-11-10 of this Chapter. The filing of the appeal shall stay all proceedings in furtherance of the action appealed from, unless such a stay would cause imminent peril to life, health or property.

9-11-10 HEARING PROCEDURE:

- A. Scheduling of Hearing: If the City makes a determination that it will be denying, suspending, revoking or not renewing a license pursuant to Sections 9-11-8 or 9-11-9 of this Chapter, or if the Owner or Resident Agent is appealing the compliance order pursuant to Section 9-11-9 of this Chapter, the City Council shall conduct a hearing on the matter. The hearing shall be scheduled at the next regular City Council meeting following the date of the notice or receipt of the owner's notice of appeal of a compliance order.
- B. Hearing: At the hearing, the City Council shall hear all relevant evidence and arguments and shall review all testimony, documents and other evidence submitted. The Owner or Resident Agent shall have the opportunity to address the City Council at the hearing.
- C. Findings: After the hearing is concluded, the City Council shall make findings on whether to uphold the compliance order or to revoke, suspend, deny or not renew the license or impose an administrative fine. The City Council shall issue a written decision within thirty (30) days following the date of the hearing and shall send a copy of its decision to the Owner and Resident Agent by mail. The decision shall specify the Rental Dwelling Unit or units to which it applies.
- D. If a license is revoked, suspended, denied or not renewed by the City Council, it shall be unlawful for the Owner or the Resident Agent to thereafter permit the occupancy of Rental Dwelling Unit. A notice of the action shall be posted by the Building Official on the unit in order to prevent any further occupancy. No person shall reside in, occupy or cause to be occupied that Rental Dwelling Unit until a license is obtained or reinstated by the Owner.

- E. An Owner may appeal the decision of the City Council as allowed under state law.

9-11-11 MISDEMEANOR:

Failure by an Owner to comply with a compliance order after the right of appeal has expired or violation of any of the provisions of this Chapter shall constitute a misdemeanor. Each day that a violation continues shall be deemed a separate punishable offense.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 27, 2006

ITEM NUMBER 9A—Comprehensive Plan

STAFF INITIAL HAB

APPROVED BY ADMINISTRATOR


DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

On Tuesday June 20th, the second comprehensive plan steering committee meeting was held at city hall. The goal was to begin creating a vision statement for the comprehensive plan, so that anyone who opens our plan will have an immediate understanding of the type of community Lauderdale is working to become.

The meeting started by reviewing the updated demographic information staff prepared. Since that information is based on 6 year old census data, the committee did an activity to assess community changes since 2000. In general, the committee thought the census did not factor the number of families with young children that have moved in and the changes that resulted from a dynamic housing market since 2000.

Next, the committee offered goals and policies they would like to see in the next plan. The attached goals, policies, and questions resulting from the activity are the materials they will use to create a vision statement at the next meeting. The goals and policies have not been agreed to by the entire group.

The committee then elected a chair and vice-chair. After a tie and a revote, Bob Milligan was elected chairperson and Kathy Lerfald the vice-chairperson.

The committee was given a timeline of topics, generated from the previous meetings SWOT analysis, that will be addressed in the next year and one-half. The timeline will be finalized at the next meeting.

Before the meeting adjourned, staff gave the committee an overview of the city's parks and open space, which is next month's topic. At the next meeting, the committee is going to review the park committee's plans and put together their ten year recommendations.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:


Comprehensive Plan Steering Committee Meeting
Goals and Policies Brainstorming Session on June 20, 2006

- What is a desirable socio-economic or demographic mix for Lauderdale? How do we achieve that?
- Housing maintenance for all houses or rentals
- Truth-in-housing
- To remain independent
- Safe public transportation including parking and biking
- Business development and increase work force base
- Safe pathways and walkability
- Child friendly and activity centered parks
- Walsh Lake clean up
- Curb and sidewalk consistency – negotiate for concrete curbs with county road turn backs
- Highway 280
 - Do we want access at Ryan and Roselawn as well as keep the bridge on Larpenteur?
 - Goal to come up with a process for how we want to negotiation with state over maintenance and repairs
 - Sound wall – to have or not to have?
- Develop Larpenteur as a gathering/economic center
- Develop and retain the history of Lauderdale and historic items
- Develop emergency preparedness goals
- Develop public safety goals
- Build relationships with other cities and the U of M
- Develop process for how the city will communicate with residents
- Determine our housing density so we can define how dense we want to be?
- Set goal for rental density versus ownership density

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 27, 2006
ITEM NUMBER 11A Parking on Fulham
STAFF INITIAL HAB
APPROVED BY ADMINISTRATOR 

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The city has received numerous complaints regarding parking on Fulham Street. The road is narrow and a number of accidents have happened over the years. The council began discussing this item at the last meeting. Since then staff sent notice to all Fulham Street property owners north of Ione regarding this meeting. The letter stated the council would like to gather residents' input as to whether parking restrictions are necessary. The letter is attached. Hopefully, residents will provide the council with input so a decision can be made one way or the other. Should the council wish to adopt a resolution prohibiting parking on the west side of Fulham Street, a resolution is attached.

Falcon Heights' city administrator does not have reservations regarding the proposed parking restrictions. He simply asked to be informed of the council's decision. The U of M has been notified, but has not yet responded. One resident's comment is attached.

OPTIONS:

Adopt Resolution No. 062706A establishing parking restrictions along the west side of Fulham Street.
Do not adopt Resolution No. 062706A establishing parking restrictions along the west side

STAFF RECOMMENDATION:

Parking on the west side of Fulham Street north of Larpentour obstructs the flow of traffic, results in accidents, and poses a hazard for snow plows in winter. Staff recommends hearing what residents feel is necessary and making a decision that balances the needs for safety and convenience.

COUNCIL ACTION:

City of Lauderdale
The Island in the Metro

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

June 19, 2006

Dear Fulham Street Resident,

Lauderdale City Council is considering a resolution that would prohibit parking on the *west* side of Fulham Street from Ione to Summer Streets. This would extend the no parking zone that currently exists from Larpenteur Avenue to Ione Street. This resolution would not prohibit parking on the east side of Fulham Street.

The council is considering the resolution as the city has received complaints that cars parked on Fulham Street pose a safety hazard. Residents and staff have observed that cars parked on Fulham:

- Have resulted in traffic accidents;
- Make it difficult to walk to the park;
- Force drivers to cross the double yellow line into incoming traffic;
- Obstruct the vision of residents backing out of their driveways; and
- Pose a hazard and nuisance for snow plows.

The council would like to hear from you regarding the proposed no parking provision. The resolution will be considered at the regular city council meeting on Tuesday, June 27, 2006. You may address the council in person during the meeting or leave comment at city hall. City hall's phone number is 651.792.7650. You may also e-mail comments to me at heather.butkowski@ci.lauderdale.mn.us.

Sincerely,

Heather Butkowski
Deputy City Clerk

RESOLUTION NO. 062706A

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

**RESOLUTION ESTABLISHING PARKING RESTRICTIONS
ALONG THE WEST SIDE OF FULHAM STREET.**

WHEREAS, parking on the west side of Fulham Street causes an unsafe obstruction of traffic,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAUDERDALE AS FOLLOWS;

City staff shall contact Ramsey County and request no parking signs be placed along Fulham Street from Ione to Summer Streets. This will extend the no parking restrictions on Fulham Street from Larpenteur Avenue to Summer Street.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Lauderdale on June 27, 2006.

Jeffrey Dains, Mayor

ATTEST:

Brian Bakken-Heck, City Administrator

Heather Butkowski

From: Leslie Doolittle [Leslie.Doolittle@state.mn.us]

Sent: Thursday, June 22, 2006 10:55 AM

To: Heather Butkowski

Subject: Parking on Fulham Street

I support the proposal to prohibit parking on the west side of Fulham Street from Ione to Summer Street.

Thanks for asking. Id

6/23/2006