

LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, July 25, 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 7/11/2006 City Council Meeting
- B. Approve claims totaling \$28,890.27

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 payment of Pay Request #1 to Allied Blacktop for Seal Coating project for \$37,445.20
- B. Annual statement City is not waiving monetary limits on municipal tort liability established by Minnesota Statute 466.04.
- C. Authorize agreement between Ramsey County and the City of Lauderdale for 911 dispatch services.

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- 6. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
- 7. INFORMATIONAL PRESENTATIONS**
 - A. State Senator John Marty
 - B. Coralie Wilson, CTV
- 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**
 - A. PCIC Update
 - B. Comprehensive Plan Update
- 10. DISCUSSION**
 - A. Preliminary Park Plan
- 11. ACTION**
 - A. Rental Housing Ordinance
 - B. Resolution setting fees for rental housing license
- 12. ITEMS REMOVED FROM THE CONSENT AGENDA**
- 13. ADDITIONAL ITEMS**
- 14. SET AGENDA FOR NEXT MEETING – 8:50 p.m.**
- 15. WORK SESSION 9:00 p.m.**
 - A. Windmill generator at Blodger Printing
 - B. Vacant Houses
- 16. ADJOURNMENT**

LAUDERDALE CITY COUNCIL MEETING MINUTES

TUESDAY, JULY 11, 2006

Mayor Jeffrey Dains 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, Clay Christensen and Mayor Jeffrey Dains

Staff present: Jim Bownik and Heather Butkowski.

Mayor Dains asked for additions or deletions to the agenda. Heck informed the council that State Senator John Marty was unable to make the meeting due to a last minute conflict. There being no other additions or deletions, council member Christensen moved and Hawkinson seconded the agenda. The motion carried.

Mayor Dains asked for any additions or corrections to the minutes of June 27, 2006. There being none, council member Hawkinson moved and council member Doherty seconded the minutes as presented and the motion carried.

Mayor Dains asked for questions on the claims. There being none, council member Gill-Gerbig moved and Hawkinson seconded approval of the claims totaling \$90,633.93. The motion carried.

Mayor Dains stated this was the time for members of the audience to address the council on items not on the agenda. No one was present to address the council.

The consent agenda authorizing the addition of Joseph Kennedy to the Comprehensive Planning Steering Committee carried on a motion by council member Hawkinson and a second by Doherty.

The council set the agenda for the July 25, 2006 meeting. The following will be on the agenda: presentation by Coralie Wilson, CTV; State Senator John Marty; adoption of the rental housing license ordinance; PCIC and Tennis Court / Park Plan update; Comprehensive Plan Steering Committee update; resolution adopting fee for rental license; dispatch services agreement, and discussion of windmill on the Bolger printing property.

Bownik provided information on "Day in the Park" scheduled for Saturday, August 19, from 4:00 p.m. to 7:00 p.m.

Work Session convened at 7:35 p.m.

Heck and Mary Tietjen, city attorney, provided an outline of the alterations to the most recent draft of the rental housing license ordinance. They stated the major alteration requires an initial inspection of the building proposed for use as rental. The inspection will determine what level of license is required.

LAUDERDALE CITY COUNCIL
MEETING MINUTES

TUESDAY, JULY 11, 2006

Mayor Dains expressed concern over language in the ordinance that allows the city to assess the cost of an inspection conducted based on complaints made by the occupant. He felt this provision will cause a chilling effect on occupants with valid concerns.

Gill-Gerbig said she favored the language and stated the language is permissive. She preferred keeping the language and modifying it as necessary.

Christensen asked if the council can remove the language and then come back at a later date and insert the language if abuse is occurring.

Tietjen said the council can amend the ordinance at any time. She also raised the issue of enforcing and collecting the inspection fee and stated the license is an agreement between the city and the landlord.

After further discussion, the council instructed staff to make final changes to the ordinance and bring it back for adoption at the next meeting.

The council thanked staff, Ms. Tietjen and the public for their input and assistance in the development of this ordinance.

Heck provided background on the budget and how the budget is tied to the goals and objectives of the council. He discussed specific goals the council established in the past as well as mentioning some areas the council may wish to allocate resources in the future.

Mayor Dains expressed concern over the housing issue and led discussion to the Larpenteur Avenue situation. While he feels the market should drive the development, he also feels the city needs to be involved.

The meeting adjourned at 9:00 p.m. on a motion by Christensen and a second by Gill-Gerbig.

CITY OF LAUDERDALE

Claims for Approval

July 25, 2006 City Council Meeting

Payroll

7/14/06 Payroll: Direct Deposit # 500173-500177	\$6,514.53
7/14/06 Payroll: Payroll Liabilities, e-payments 72E-74E	\$5,480.06

Vendor Claims

7/25/06 Claims: Check # 18201-18224	\$16,895.68
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Subtotal of Claims From Above **\$28,890.27**

Total Claims for Approval	\$28,890.27
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CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
500173	000000001	BAKKEN-HECK, BRIAN	14	BI-WEEKLY	\$1,819.86	7/14/2006	Outstanding
500174	000000011	BOWNIK, JAMES	14	BI-WEEKLY	\$1,218.07	7/14/2006	Outstanding
500175	000000007	BUTKOWSKI, HEATHER	14	BI-WEEKLY	\$1,050.51	7/14/2006	Outstanding
500176	000000002	HINRICHS, DAVID C	14	BI-WEEKLY	\$1,364.06	7/14/2006	Outstanding
500177	000000005	HUGHES, JOSEPH A	14	BI-WEEKLY	\$1,062.03	7/14/2006	Outstanding
					<hr/>		
					\$6,514.53		

CITY OF LAUDERDALE

07/20/06 3:49 PM

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Payments

Current Period: JULY 2006

Batch Name	071406paytax			
Payment	Computer Dollar Amt	\$5,480.06	Posted	
Refer	327 NORTH STAR BANK, CHECKING S	Ck# 000072E 7/18/2006		
Cash Payment	G 101-21703 FICA WITHHOLDING.	7/14 payroll taxes		\$1,710.56
Invoice				
Cash Payment	G 101-21701 FEDERAL TAXES	7/14 payroll taxes		\$960.27
Invoice				
Transaction Date	7/17/2006	Due 0 NORTH STAR CHEC 10100	Total	\$2,670.83
Refer	328 ICMA	Ck# 000073E 7/18/2006		
Cash Payment	G 101-21705 ICMA RETIREMENT	7/14 payroll		\$1,569.22
Invoice				
Transaction Date	7/17/2006	Due 0 NORTH STAR CHEC 10100	Total	\$1,569.22
Refer	329 PERA	Ck# 000074E 7/18/2006		
Cash Payment	G 101-21704 PERA	7/14 payroll		\$1,240.01
Invoice				
Transaction Date	7/17/2006	Due 0 NORTH STAR CHEC 10100	Total	\$1,240.01
Fund Summary			BATCH Total	\$5,480.06
	101	10100 NORTH STAR CHECKING		
		\$5,480.06		
		\$5,480.06		

Pre-Written Checks	\$5,480.06
Checks to be Generated by the Compute	\$0.00
Total	\$5,480.06

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

JULY 2006

			Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk#	018201	7/25/2006			1953 MALVERN STREET
	E 101-43100-442	MISC	\$25.00		watch claim
	Total 1953 MALVERN STREET		\$25.00		
Paid Chk#	018202	7/25/2006			ABDO EICK & MEYERS LLP
	E 601-49000-301	AUDITING	\$90.00		state auditor report
	E 101-41300-301	AUDITING	\$360.00		state auditor report
	Total ABDO EICK & MEYERS LLP		\$450.00		
Paid Chk#	018203	7/25/2006			ARENA SYSTEMS
	E 404-48404-527	GENERAL PARK IMPROVEMEN	\$790.00		hockey rink equipment
	Total ARENA SYSTEMS		\$790.00		
Paid Chk#	018204	7/25/2006			AT & T
	E 101-41200-391	TELEPHONE/PAGERS	\$4.00		6/06 long distance
	Total AT & T		\$4.00		
Paid Chk#	018205	7/25/2006			BIFFS, INC.
	E 101-45200-427	PORTA POTTY RENTAL	\$80.91		6/06 park portable restroom
	Total BIFFS, INC.		\$80.91		
Paid Chk#	018206	7/25/2006			BOWNIK, JIM
	E 101-41200-331	TRAVEL EXPENSE	\$90.19		April - June hotel & travel ex
	E 101-41200-331	TRAVEL EXPENSE	\$147.84		April - June hotel & travel ex
	Total BOWNIK, JIM		\$238.03		
Paid Chk#	018207	7/25/2006			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#	018208	7/25/2006			CITY OF FALCON HEIGHTS
	E 101-42200-321	FIRE CALLS	\$1,077.00		6/06 fire calls
	Total CITY OF FALCON HEIGHTS		\$1,077.00		
Paid Chk#	018209	7/25/2006			CITY OF ROSEVILLE
	E 101-43400-306	CONSULTING FEES	\$164.08		7/06 IT services
	E 101-41200-391	TELEPHONE/PAGERS	\$323.88		April - June 2006 phone servic
	Total CITY OF ROSEVILLE		\$487.96		
Paid Chk#	018210	7/25/2006			ESCHELON TELECOM, INC
	E 101-41200-391	TELEPHONE/PAGERS	\$52.20		6/06 city hall fax line
	Total ESCHELON TELECOM, INC		\$52.20		
Paid Chk#	018211	7/25/2006			EUREKA RECYCLING
	E 203-50000-389	RECYCLING CONTRACTOR	\$1,572.52		6/06 recycling service
	Total EUREKA RECYCLING		\$1,572.52		

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

JULY 2006

			Check Amt	Invoice	Comment
Paid Chk#	018212	7/25/2006		GLENWOOD INGLEWOOD	
	E 101-41200-208	WATER DELIVERY	\$4.79		6/06 cooler rental
		Total GLENWOOD INGLEWOOD	\$4.79		
Paid Chk#	018213	7/25/2006		GOPHER STATE ONE-CALL	
	E 101-43400-386	GOPHER STATE ONE CALL	\$65.40		6/06 locate calls
		Total GOPHER STATE ONE-CALL	\$65.40		
Paid Chk#	018214	7/25/2006		LILLIE SUBURBAN NEWS	
	E 101-41600-309	DELIVERY	\$669.60		6/06 Roseville Review delivery
		Total LILLIE SUBURBAN NEWS	\$669.60		
Paid Chk#	018215	7/25/2006		LMC	
	E 101-41200-308	TRAINING\CONFERENCES	\$25.00		BH water training
		Total LMC	\$25.00		
Paid Chk#	018216	7/25/2006		MET-COUNCIL ENVIRONMENTAL SER.	
	E 601-49000-387	WATER TREATMENT SERVICE	\$8,488.48		8/06 wastewater service
		Total MET-COUNCIL ENVIRONMENTAL SER.	\$8,488.48		
Paid Chk#	018217	7/25/2006		MUSKA ELECTRIC CO	
	E 404-48404-527	GENERAL PARK IMPROVEMEN	\$185.00		assess park electrical options
		Total MUSKA ELECTRIC CO	\$185.00		
Paid Chk#	018218	7/25/2006		OFFICE MAX	
	E 101-41200-201	GENERAL SUPPLIES	\$51.62		misc office supplies
		Total OFFICE MAX	\$51.62		
Paid Chk#	018219	7/25/2006		PIONEER PRESS	
	E 101-41200-438	DUES & SUBSCRIPTIONS	\$99.58		Pioneer Press renewal
		Total PIONEER PRESS	\$99.58		
Paid Chk#	018220	7/25/2006		PUBLIC EMPLOYEES INS PROGRAM	
	G 101-21706	HEALTH INSURANCE	\$1,338.16		8/06 insurance benefits
		Total PUBLIC EMPLOYEES INS PROGRAM	\$1,338.16		
Paid Chk#	018221	7/25/2006		RAMSEY COUNTY, PROP REC & REV	
	E 101-42100-442	MISC	\$513.14		6/06 dispatch service
		Total RAMSEY COUNTY, PROP REC & REV	\$513.14		
Paid Chk#	018222	7/25/2006		SPRINT PCS	
	E 601-49000-391	TELEPHONE/PAGERS	\$34.07		pw phones
	E 101-43100-391	TELEPHONE/PAGERS	\$34.07		pw phones
		Total SPRINT PCS	\$68.14		
Paid Chk#	018223	7/25/2006		XCEL ENERGY, PARK & GARAGE	
	E 101-45200-383	GAS UTILITIES	\$5.94		6/06 garage & warming house ut
	E 101-45200-381	ELECTRIC	\$6.39		6/06 garage & warming house ut
	E 101-45200-381	ELECTRIC	\$8.16		6/06 garage & warming house ut

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

JULY 2006

	Check Amt	Invoice	Comment
E 101-43100-383 GAS UTILITIES	\$17.81		6/06 garage & warming house ut
E 101-43100-381 ELECTRIC	\$19.18		6/06 garage & warming house ut
E 101-45200-383 GAS UTILITIES	\$21.30		6/06 garage & warming house ut
Total XCEL ENERGY, PARK & GARAGE	\$78.78		
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Paid Chk# 018224 7/25/2006 XCEL ENERGY, STREET LIGHTING			
E 101-43200-381 ELECTRIC	\$473.07		6/06 street lights
Total XCEL ENERGY, STREET LIGHTING	\$473.07		
10100 NORTH STAR CHECKING	\$16,895.68		

Fund Summary

	10100 NORTH STAR CHECKING	
101 GENERAL		\$5,678.31
203 RECYCLING		\$1,572.52
404 PARK IMPROVEMENT		\$975.00
601 SEWER UTILITIES		\$8,669.85
		<u>\$16,895.68</u>



Owner: City of Lauderdale, 1891 Walnut Street, Lauderdale, MN 55113-5137	Date: July 6, 2006
For Period: 6/1/2006 to 7/6/2006	Request No: 1
Contractor: Allied Blacktop, 10503 89th Avenue North, Maple Grove, MN 55369	

CONTRACTOR'S REQUEST FOR PAYMENT
 LAUDERDALE; CITY OF-GENERAL
 BRA FILE NO. 000532-06001-0

SUMMARY

1	Original Contract Amount		\$	<u>41,070.00</u>
2	Change Order - Addition	\$	<u>0.00</u>	
3	Change Order - Deduction	\$	<u>0.00</u>	
4	Revised Contract Amount		\$	<u>41,070.00</u>
5	Value Completed to Date		\$	<u>39,416.00</u>
6	Material on Hand		\$	<u>0.00</u>
7	Amount Earned		\$	<u>39,416.00</u>
8	Less Retainage 5%		\$	<u>1,970.80</u>
9	Subtotal		\$	<u>37,445.20</u>
10	Less Amount Paid Previously		\$	<u>0.00</u>
11	Liquidated damages -		\$	<u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>1</u>		\$	<u><u>37,445.20</u></u>

Recommended for Approval by:
BONESTROO, ROSENE, ANDERLIK & ASSOCIATES, INC.

Approved by Contractor:
ALLIED BLACKTOP

Approved by Owner:
CITY OF LAUDERDALE

Specified Contract Completion Date:

Date:

No.	Item	Unit	Contract Quantity	Unit Price	Quantity to Date	Amount to Date
PART 1 - BASE BID:						
1	MOBILIZATION	LS	1	1000.00	1	\$1,000.00
2	TRAFFIC CONTROL	LS	1	900.00	1	\$900.00
3	BITUMINOUS MATERIAL FOR SEAL COAT	GAL	10300	1.70	9800	\$16,660.00
4	ROUTE AND SEAL	LBS	4000	1.59	3860	\$6,137.40
TOTAL PART 1 - BASE BID:						\$24,697.40
ALTERNATE 1 - GRANITE:						
5	SEAL COAT AGGREGATE, FA-2, GRANITE	TN	500	30.60	481	\$14,718.60
TOTAL ALTERNATE 1 - GRANITE:						\$14,718.60
TOTAL PART 1 - BASE BID:						\$24,697.40
TOTAL ALTERNATE 1 - GRANITE:						\$14,718.60
TOTAL WORK COMPLETED TO DATE						\$39,416.00

PROJECT PAYMENT STATUS

OWNER CITY OF LAUDERDALE

BRA FILE NO. 000532-06001-0

CONTRACTOR ALLIED BLACKTOP

CHANGE ORDERS

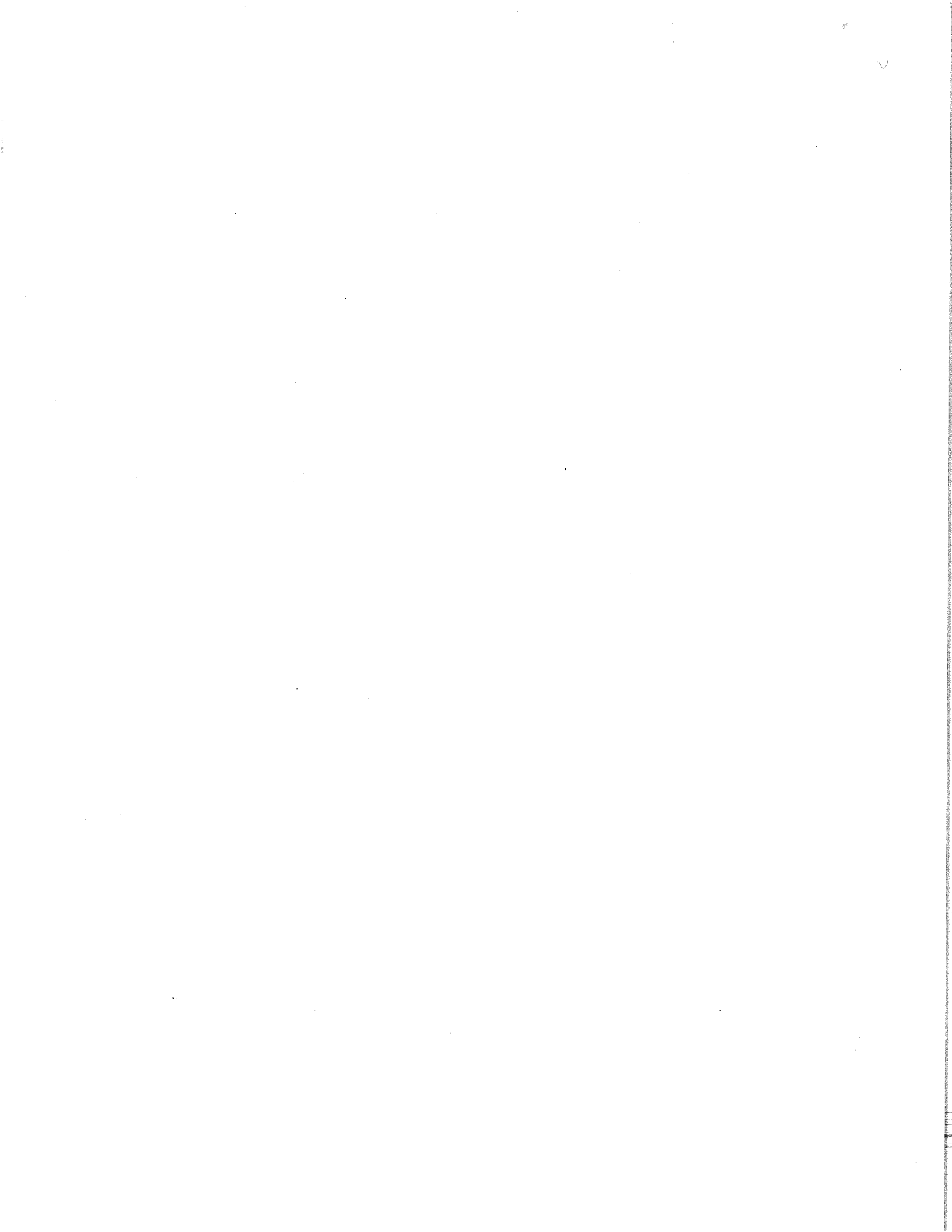
No.	Date	Description	Amount
Total Change Orders			

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	06/01/2006	07/06/06	37,445.20	1,970.80	39,416.00

Material on Hand

Total Payment to Date		\$37,445.20	Original Contract	\$41,070.00
Retainage Pay No.	1	1,970.80	Change Orders	
Total Amount Earned		\$39,416.00	Revised Contract	\$41,070.00



LEAGUE OF MINNESOTA CITIES INSURANCE TRUST

LIABILITY COVERAGE – WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$300,000 on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,000,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,000,000 on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,000,000., regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

_____ accepts liability coverage limits of \$ _____ from the League of Minnesota Cities Insurance Trust (LMCIT).

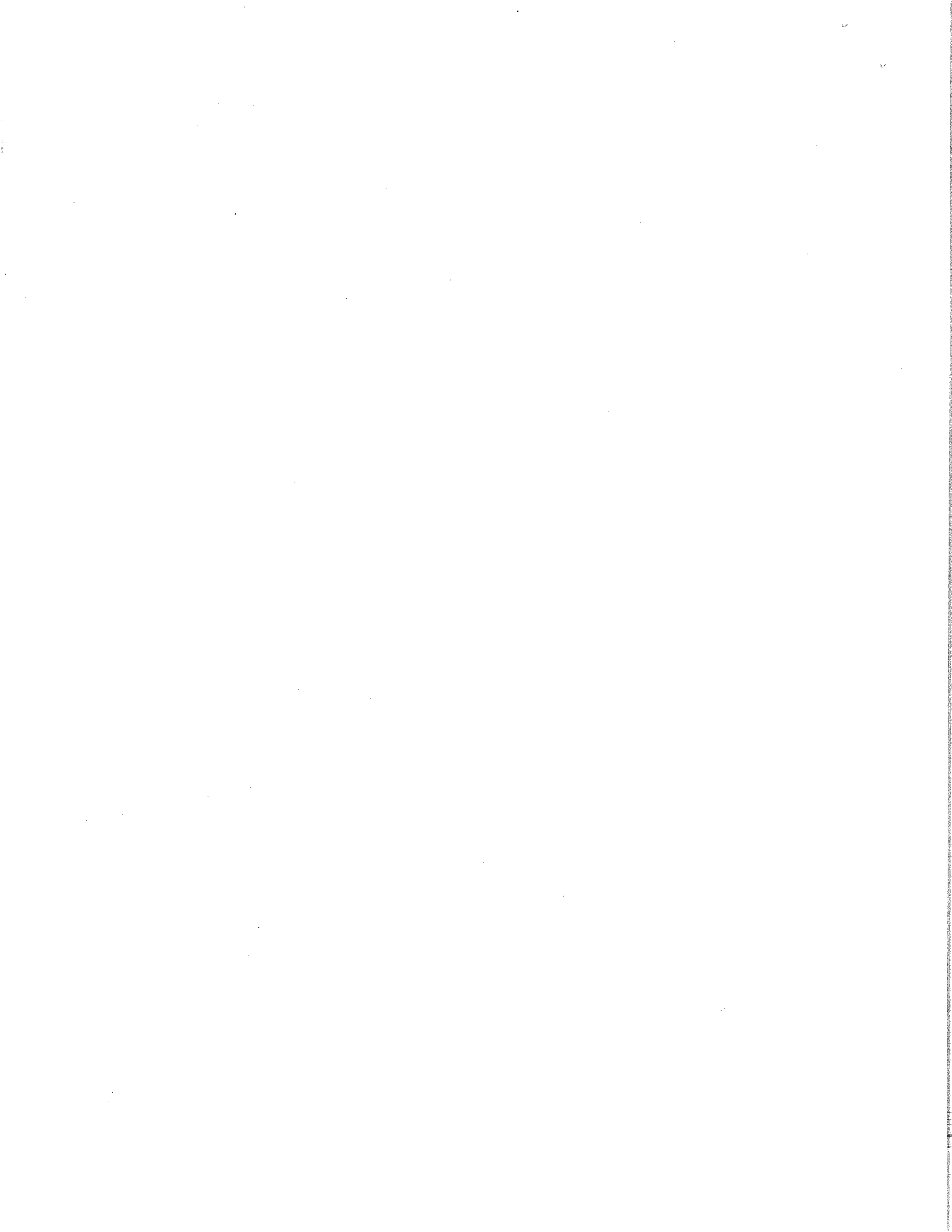
Check one

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting _____ 7/25/06 _____

Signature/Date _____ Position _____ City Administrator

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044



**AGREEMENT BETWEEN RAMSEY COUNTY AND THE CITY OF _____ FOR
DISPATCH SERVICES**

This Agreement is between Ramsey County, a political subdivision of the State of Minnesota ("County") and the City of _____, a municipality under the laws of the State of Minnesota ("City").

WHEREAS, The County is in the process of implementing a new 800 MHz radio communication system as a subsystem to the regionwide 800 MHz system; and

WHEREAS, The County currently operates a Public Safety Answering Point ("PSAP")/Dispatch Center, from which dispatch services are provided for the Ramsey County Sheriff; the cities of Arden Hills, Gem Lake, Little Canada, Mounds View, New Brighton, North Oaks, Roseville, Shoreview, and Vadnais Heights; and the township of White Bear (collectively, the "Contract Cities"); and

WHEREAS, The County has entered into agreements with the City of Saint Paul and the City of Maplewood for consolidated dispatch operations; and

WHEREAS, The County is constructing a new facility on the campus of the Ramsey County Law Enforcement Center and the Saint Paul Police Department Headquarters to house the new Dispatch Center for the consolidated dispatch operations using the County's new Public Safety Communication System ("PSCS")/800 MHz radio communication subsystem; and

WHEREAS, The City, which is one of the Contract Cities, wishes to obtain dispatch services from the County from the new Dispatch Center using the 800 MHz radio communication system; and

WHEREAS, The parties have reached agreement on the terms and conditions for the provision of dispatch services for the City by the County;

NOW, THEREFORE, in consideration of the mutual promises and agreements contained herein, the parties do hereby agree as follows:

Article I. Purpose

The purpose of this agreement is to establish the parameters for the provision of dispatch services by the County for the City from the Consolidated Dispatch Center, and to delineate the terms and conditions under which the County will provide dispatch services.

Article II. Definitions

2.01 **Additional Member** means any public entity or agency or governmental unit that signs an agreement with the County after the Dispatch Center becoming operational, for dispatch services by the County from the Dispatch Center.

- 2.02 **Call for Service** means a Computer Aided Dispatch (“CAD”) incident number that originates from a 911 call.
- 2.03 **County Manager** means the Ramsey County Manager appointed by the Ramsey County Board of Commissioners, or the Ramsey County Manager’s designee.
- 2.04 **Dispatch Center** means the location from which the County will provide emergency 911 communications and dispatching services using its PSCS/800 MHz radio communications subsystem, for police, fire, emergency medical services, and other public safety functions for cities and agencies that have contracted with the County for such services.
- 2.05 **Initial Member** means any municipality that signs an agreement with the County, prior to the Dispatch Center becoming operational, for dispatch services by the County from the Dispatch Center.
- 2.06 **Initial Service Term** means the time period commencing with the date the Dispatch Center begins providing services to the City through December 31, 2016.
- 2.07 **Member** means either an Initial Member or an Additional Member.
- 2.08 **Radio System Manager** means the Ramsey County employee who manages the County’s 800 MHz interoperable radio communication system and the County’s Dispatch Center.
- 2.09 **Year** means a calendar year.

Article III. Term

This agreement shall become effective on the date executed by both parties (“Effective Date”) and shall continue in effect through December 31, 2016 (“Initial Term”). Thereafter, the term shall automatically renew for additional one (1) Year periods, up to a maximum of 30 renewal periods, subject to the right of either party to terminate as set forth in Section 7.01.

Article IV. Dispatch Policy Committee

- 4.01 **Creation**
The Dispatch Policy Committee (“Committee”) is hereby created with the powers and responsibilities as set forth herein.
- 4.02 **Membership**
 - a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County’s PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:
 - 1. The Ramsey County Sheriff
 - 2. Four members of the Saint Paul City Council
 - 3. The Mayor of the City of Saint Paul
 - 4. The Mayor or one member of the Maplewood City Council
 - 5. The Mayor or one member of the White Bear Lake City Council
 - 6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County

to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.

- b. If the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If the City of Saint Paul does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the Committee will be made up of representatives from the jurisdictions that have entered into a consolidation agreement.
- c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.
- d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

4.03 Duration

Unless earlier dissolved by mutual agreement of all of the then-current Members, the Committee shall continue to operate for the duration of this Agreement.

4.04 Officers

- a. The Committee members shall select a Chair and a Vice Chair at its first meeting, and thereafter on an annual basis, provided that, during the first two Years of its operation, the Mayor of the City of Saint Paul shall be the Chair of the Committee. Thereafter, the Chair shall be selected annually from the Committee members. The initial term of the Chair shall be two Years and of the Vice Chair shall be one Year. Thereafter each shall serve for one Year. The Vice Chair shall be a representative of a Member other than a Member represented by the Chair. If the City of Saint Paul does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the Committee will select a Chair and Vice Chair from Committee members from jurisdictions that have entered into a consolidation agreement.
- b. The duties of the Chair shall be as follows:
 - 1. approve the agenda for Committee meetings, with the input and assistance of the Radio System Manager and other Committee members;
 - 2. preside at Committee meetings;
 - 3. sign all official documents as authorized by the Committee;
 - 4. make reports, directly or through a designee, to the Committee and the Ramsey County Board as deemed appropriate; and
 - 5. perform such other duties as are incident to the office and properly expected by the Committee.
- c. The duties of the Vice Chair shall be as follows:
 - 1. in the absence of the Chair, to perform the duties of the Chair; and
 - 2. to perform such duties as may be requested by the Chair.
- d. The Radio System Manager shall serve as executive secretary to the Committee and shall provide for all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.05 Powers and Authorities of the Committee

- a. The Committee shall assist the County in reviewing and evaluating the performance of the Dispatch Center to ensure that the service meets the needs and expectations of the communities and public safety user agencies.
- b. The Committee shall make recommendations to the County Manager and to the Radio System Manager concerning voice and data communications systems relating to public

- c. safety agency dispatching, public service information, education and advertising programs, and any other matter relating to the provision of emergency communications services.
- c. The Committee shall periodically review operations and make recommendations on the operations, standards, and budget for the Dispatch Center.
- d. The Radio System Manager shall report to and serve at the pleasure of the County Manager as advised by the Committee relating to the functions involving consolidated dispatch services for the Members. The County Manager will work with the Radio System Manager in an expeditious manner to resolve any concerns raised by the Committee. If, however, a majority of the Committee is not satisfied with the outcome, the County Manager will take appropriate personnel action, which may involve termination.
- e. The Committee shall perform such other duties as may be requested by the Ramsey County Board of Commissioners.

4.06 Meetings and Voting

- a. The Committee shall meet at least quarterly during the first Year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair or by a majority of the then-current Committee members.
- b. Each public entity with a member on the Committee shall be responsible for complying with requirements of State Statute relating to open meetings.
- c. Committee members may not appoint proxies.
- d. Each Committee member shall have one vote.
- e. A decision of the Committee shall require approval by a majority of the Committee members, provided there is a quorum in attendance.
- f. A quorum of the Committee shall require one half of the Committee members plus one to be in attendance at the time of any decision.
- g. At its first meeting, the Committee shall adopt a process for resolving tie votes.

Article V. Dispatch Center Operations and Services

5.01 Mission

The Mission of the Dispatch Center is to provide both field responders and citizens the best emergency communication service making maximum use of personnel and technology.

5.02 Day-to-Day Operations

- a. Day to day operations of the Dispatch Center will be under the direction of the Radio System Manager.

5.03 Services

- a. Emergency communications and dispatch services shall be provided on behalf of the City, the County, and other Members 24/7/365 for police, fire, and emergency medical services.
- b. The Dispatch Center will utilize a two-stage dispatching system whereby telecommunicators will take incoming requests for service and relay them to dedicated dispatchers who will be assigned for police calls as well as those for fire and emergency medical calls. This will not impact the County's ability to cross train dispatchers for fire and police dispatch.
- c. Standardized procedures will be formulated with input from user groups. Customization of procedures for participating agencies will be provided to the extent such customization can be accommodated by the Computer Aided Dispatch System.
- d. A quality assurance program will be adopted based on national standards.

5.04 Dispatch Users Group

- a. A Dispatch Users Group shall be formed, to be comprised of one chief or command officer from each of the following agencies:
 1. St Paul Police;
 2. St Paul Fire;
 3. Maplewood Police;
 4. Maplewood Fire;
 5. One suburban fire department other than Maplewood;
 6. One suburban police department other than Maplewood; and
 7. One undersheriff or command officer from the Ramsey County Sheriff's Office.
- b. The Dispatch Users Group may adopt rules regarding the selection by the agencies of their Dispatch Users Group member by job classification and the duration of membership in the Dispatch Users Group. If the City of Saint Paul does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the Dispatch Users Group will be made up of the appropriate representatives from the jurisdictions that have entered into a consolidation agreement.
- c. The suburban fire department representative will be selected annually by the Ramsey County Fire Chiefs Association. The suburban police department representative will be selected annually by the Ramsey County Chiefs of Police. The Dispatch Users Group will meet quarterly or at some other interval as determined by the group.
- d. The Dispatch Users Group shall have a Law Enforcement Subcommittee and Fire and EMS Subcommittees. The Law Enforcement Subcommittee shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the Dispatch Center. The Fire and EMS Subcommittees shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the Dispatch Center.
- e. Each representative to the Dispatch Users Group will have one vote.
- f. The roles and responsibilities of the Dispatch Users Group will be to:
 1. Provide user agency input to the Radio System Manager into the process of developing protocols and dispatching standards for the Dispatch Center.
 2. Provide a forum for the exchange of ideas between Dispatch Center staff and users for the purpose of improving service, reviewing critical incidents, and resolving complaints.
 3. Provide for coordination of service between the Dispatch Center and local agencies with the intent of providing seamless public safety service that makes the administrative boundary between dispatching and field responders as transparent as possible to the public.
 4. Provide input to the Dispatch Policy Committee as to the overall performance of the Dispatch Center in serving the needs of the user agencies.
- g. Issues that cannot be resolved by the Dispatch Users Group may be referred to the Committee.

Article VI. Cost and Funding

6.01 Capital Expenditure and Equipment

- a. The County will pay the facility construction and site development costs for a Dispatch Center that will be of such size and configuration as to provide communications and dispatch services to meet the needs of consolidated dispatch.
- b. The County will pay for the 800 MHz radio system equipment in the Dispatch Center, including consoles and connections to the regional system backbone.

6.02 Operating Costs

- a. For the first Year and second Year of the Initial Service Term (2007), the City will pay the annual sum of \$ _____ if the City of Saint Paul is not a Member and the annual sum of \$ _____ if the City of Saint Paul is a Member. The City shall make payment to the County monthly in an amount equal to 1/12 of the appropriate sum for that Year. The County will be responsible for the balance of operating costs for the Dispatch Center ("Dispatch Operating Costs") not covered by payments from Members.
- b. Thereafter, sixty (60) percent of the Dispatch Operating Costs will be paid through a county-wide property tax levy, and forty (40) percent of the Dispatch Operating Costs will be paid through an assessment to each Member based on Calls for Service from within the Member's jurisdictional boundaries compared to total Calls for Service to the Dispatch Center. A three-year rolling average of the Member's Calls for Services as a percentage share of Total Calls for Service for those three Years will be used to compute the Member's share. The City's annual share of the Dispatch Center Operating Costs that will be paid based on Calls for Services will be computed as follows after the second Year of the Initial Service Term.
 1. For the third Year of the Initial Service Term, an average of the following will be used to determine the City's share:
 - i. The City's initial share of Dispatch Operating Costs in the first Year as identified in section 6.02.a; and
 - ii. The City's initial share of Dispatch Operating Costs in the second Year as identified in section 6.02.a; and
 - iii. The City's percentage share of Calls for Service in the first Year.
 2. For the fourth Year of the Initial Service Term, an average of the following will be used to determine the City's share:
 - i. The City's initial share of Dispatch Operating Costs in the second Year as identified in section 6.02.a; and
 - ii. The City's percentage share of Calls for Service in the first Year; and
 - iii. The City's percentage share of Calls for Service in the second Year.
 3. For the fifth Year and for each Year thereafter, the City's share will be the average of the City's Calls for Services over the most recent three Years for which Total Calls for Service data is available.
 4. The County will give the City notice no later than the first day of June each Year of the amount due and payable to Ramsey County as the City's annual share of the Dispatch Operating Costs for the following Year.
 5. The City shall make payment to the County monthly in an amount equal to 1/12 of the amount due and payable to Ramsey County for the Year, on the tenth day of each month of the Year, except for the payment for the first month of the Year, which shall be due by the end of the month.

6.03 911 Fees

Commencing with the first full month of the Initial Service Term, the County shall credit forty (40) percent of any 911 fees received by the County to the payments due to the County by the Members for forty (40) percent of the Dispatch Operating Costs for the Year the 911 fees are received, and shall credit sixty (60) percent of any 911 fees received by the County to reduce the County's property tax levy for the sixty (60) percent of the Dispatch Operating Costs to be paid through a county-wide property tax levy.

6.04 Other Funds

Nothing herein shall preclude either party from applying for and receiving federal or state, or funds from other public and private sources, for the capital, equipment and/or operating costs of the Dispatch Center.

Article VII. General Terms and Conditions

7.01 Termination

- a. Except as otherwise provided herein, this Agreement may not be terminated during the Initial Term. Thereafter, either party may terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months written notice to the other party.

7.02 Indemnification and Insurance

- a. Each party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of the other party or its employees, elected officials, and agents, or for any liability resulting therefrom. Each party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.
- b. Consistent with the provisions of Section 7.02 a., each party agrees to defend, indemnify and hold harmless the other party, its employees, elected officials, and agents from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorneys fees, resulting directly or indirectly from any act or omission of the indemnifying party, its employees, elected officials, or agents, in the performance or failure to perform its obligations under this Agreement.
- c. Each party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- d. The County agrees to maintain property insurance coverage throughout the term of this Agreement on the Dispatch Center facility and all of the County equipment within the Dispatch Center.

7.03 Non-Assignability

Neither party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

7.04 Compliance With Applicable Law

- a. Both parties 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, marital status, status with regard to public assistance, sexual preference, disability, or age.
- b. Both parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the parties' performance of the provisions of this Agreement.

7.05 Data Practices

All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

7.06 Audit

Until the expiration of six (6) Years after the termination of this Agreement, each party shall, upon written request of the other party, shall make available to the requesting party, the State Auditor or

the requesting party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

7.07 Alteration

Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing and duly signed by both parties.

7.08 Notice

Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to:

Ramsey County
Office of the County Manager
250 City Hall/Courthouse
15 West Kellogg Boulevard
Saint Paul, Minnesota 55102

City of _____

7.09 Arbitration

Any dispute between the parties to this Agreement may be subject to arbitration, if mutually agreed to in writing by the parties. The parties shall mutually agree on an arbitrator and the arbitration will take place under the rules and procedures of the American Arbitration Association. The parties shall pay their own internal costs and shall each pay 50% of any out of pocket fees or costs related to the arbitration.

7.10 Interpretation of Agreement; Venue

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

7.11 Conditions Outside Control of a Party

No party to this Agreement can be held responsible for conditions outside the control of the party claiming its occurrence, which are the direct result of force majeure which shall mean and include acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; insurrections; riots; civil disturbances; earthquakes, floods, fires; and explosions or other similar catastrophes or events not reasonably within the party's control

7.12 Entire Agreement

This Agreement shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.

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

RAMSEY COUNTY

CITY OF _____

Tony Bennett, Chair
Board of County Commissioners

_____, Mayor

Bonnie Jackelen, Chief Clerk
Board of County Commissioners

City Clerk

Date: _____

Date: _____

Approved as to form:

Approved as to form:

Assistant County Attorney

Assistant City Attorney

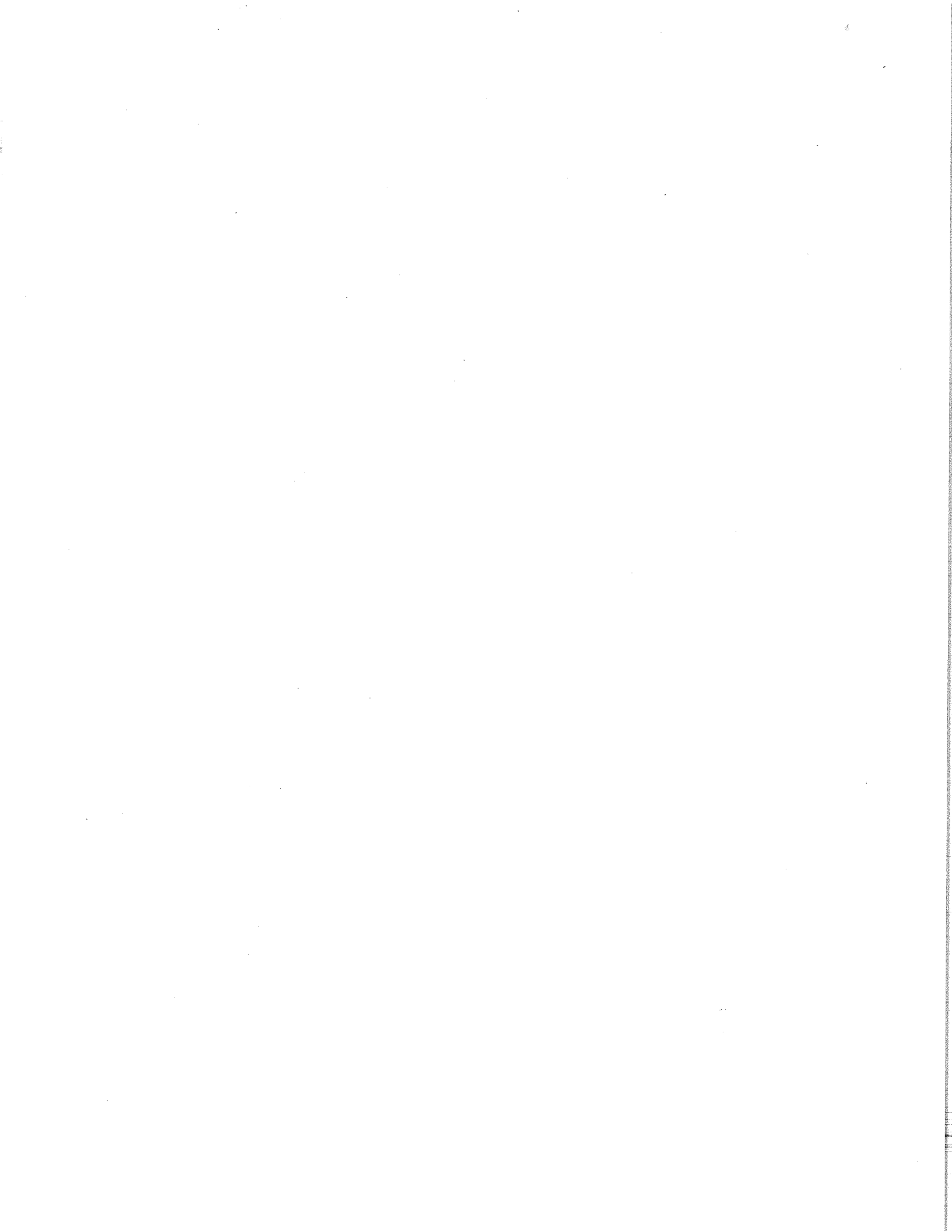
Approval recommended:

David Twa, County Manager

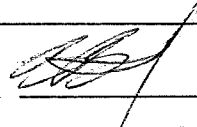
Funds are available:

Funds are available:

Budgeting and Accounting



**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED	MEETING DATE <u>July 25, 2006</u>
Consent _____	ITEM NUMBER <u>PCIC Update</u>
Reports <u>X</u> _____	STAFF INITIAL <u>Jim</u>
Public Hearing _____	APPROVED BY ADMINISTRATOR 
Discussion _____	
Action _____	
Resolution _____	
Work session _____	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last PCIC meeting, the committee was asked to envision the city's parks and open space in 2018. We wanted to get their input on parks and open space for the comprehensive planning process. Attached are the ideas from PCIC as presented to the Comprehensive Planning Committee.

OPTIONS:

STAFF RECOMMENDATION:

None

COUNCIL ACTION:

To:	Comprehensive Planning Committee
From:	Jim Bownik, Assistant to the City Administrator
Date:	7/18/06
Re:	Park & Community Involvement Committee Ideas

The Park & Community Involvement Committee met yesterday and discussed a vision of parks and open space relating to the comprehensive plan. Many ideas were generated as a result of the discussion. Overall, the committee felt we should make the best use of the parks and open space we have, and did not feel that creating additional parks or open space was needed. I have categorized the ideas and applied them to the appropriate category.

Community Park

- Focus of the park should be on kids.
- Little tot play area.
- Wading pool.
- Water park.
- Warming house upgrade.
- New warming house.
- Community Center.
- Bathrooms that can be accessed by park patrons.
- BMX bike jump area (dirt jumps).
- Skate park area.
- Upgrade playground equipment.
- Reconfigure playground to expand for tot play area, wading pool, etc.
- Reconfigure hockey rink to face N/S.
- Reconfigure sand volleyball court to face N/S.
- Eliminate sand volleyball court and use space more effectively.
- Expand area of park by using Fulham St. after county turn-back.
- Repair deteriorating bricks on retaining wall along Roselawn Ave.
- Spell out Lauderdale on retaining wall along Roselawn Ave.

Walsh Lake

- Benches between Pleasant St. and Walsh Lake.
- Floating walkway to a platform with benches on the platform.

Nature Area

- Improve access from Larpenteur Ave. by securing a public easement at location of pathway east of Rosehill Town homes.
- Define boundaries with signage at entrance from Idaho Ave. / Carl St.
- Educational signs inside Nature Area about species of trees and plants such as Eloise Butler Wildflower Garden and Bird Sanctuary (get help from U of M Agricultural School).

Walnut/lone

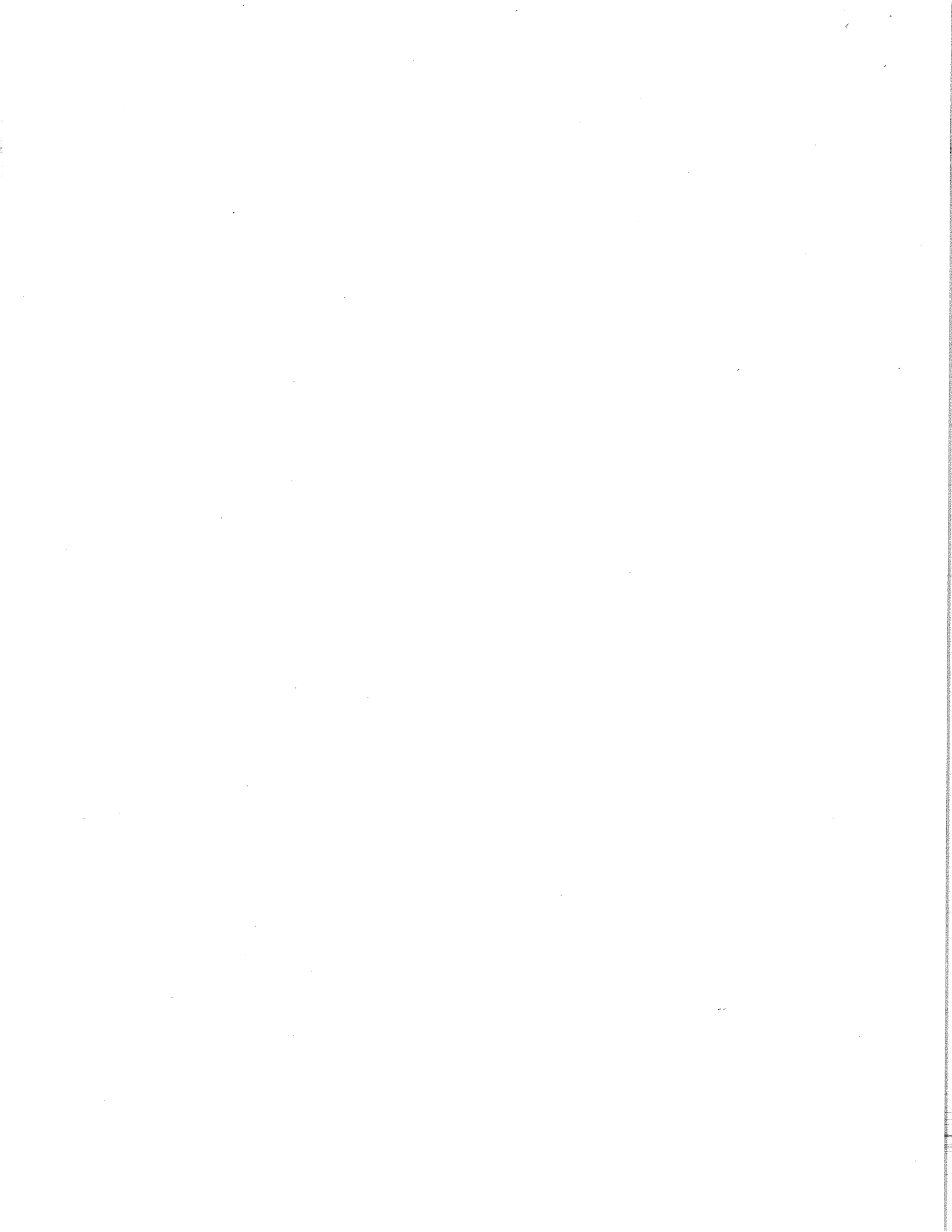
- Make entrance more visible from Walnut St. with signage.
- Take advantage of scenic overlook.
- Benches for viewing downtown.
- Improve view with tree trimming/maintenance on west side (highway side).
- Community garden.
- Wild flowers.
- Water fountain.
- Wrought Iron fencing with trellis or arbor.
- Lookout Tower.

Pathways

- Connect destination points within the city.

Other

- Green roofs: could be used for community garden.



**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date July 25, 2006

ITEM NUMBER 9B—Comprehensive Plan

STAFF INITIAL HAB

APPROVED BY ADMINISTRATOR 

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

On Tuesday July 18th, the third Comprehensive Plan Steering Committee meeting was held at city hall with many Park and Community Involvement Committee members present. The goal was to begin creating a plan for the city's parks and open spaces for the years 2009—2018 that encompassed PCIC's ongoing work and the three year park staging plan.

The meeting began by reviewing the city's existing parks and open spaces. The presentation included the community park, the nature area, the four city owned lots around Walsh Lake, and the two lots at the intersection of Ione and Walnut. The group also took an inventory of the current park/open space features and highlighted where key amenities were missing. The inventory is attached for your review.

The current PCIC three-years staging plan was then presented. The PCIC had also done a visioning session at their meeting the night before and presented that to the larger group. From that the group leapt into a discussion of how park decisions should be made and the overall direction of future park improvements. The discussion notes are also attached for your review. The group will continue working on this topic at the next meeting.

Before the meeting adjourned, the steering committee decided to hold the November 21st meeting on its regularly scheduled day in spite of the Thanksgiving holiday. Five committee members also volunteered to be on the Larpenteur Avenue redevelopment subcommittee.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

Notes from July 18, 2006 Comprehensive Plan Steering Committee

The steering committee discussed the following:

Follow the “80/20” rule – put 80% of money and effort toward the most important entity and 20% to the others. In this case, put 80% of resources into the community park and 20% to the other open spaces.

Focus on ways to enhance walkability
Create signage and walking routes
Create paths through the use of light

Plant trees or create more green space

Create space for a community garden

Maintenance of what we have should be a financial priority

Invest in better products with a longer life

Have a community clean up 2X a year like St Anthony Park does. Should include groups like the Lions and Boy Scouts.

Put up fences and other boundaries that immediately identify public space
Defined architecture

Make sure that what we have is safe – such as getting an audit from our insurance agency

Garner community involvement for park designs

After the discussion, the group narrowed down the list to three main priority areas:

1. Park features that are safe, last long, and are visually attractive (well maintained)
2. Create a master plan for the park
3. Create connectivity (within Lauderdale)

Park Amenities

Community Park

Tennis courts
Warming house
Ballfield
Playground
Volleyball
ADA water fountain
Grills
Hockey rinks
Picnic shelter
Picnic tables
Trails
Archery
Basketball courts
Sledding hill
Mature trees
Lighting

Nature Area

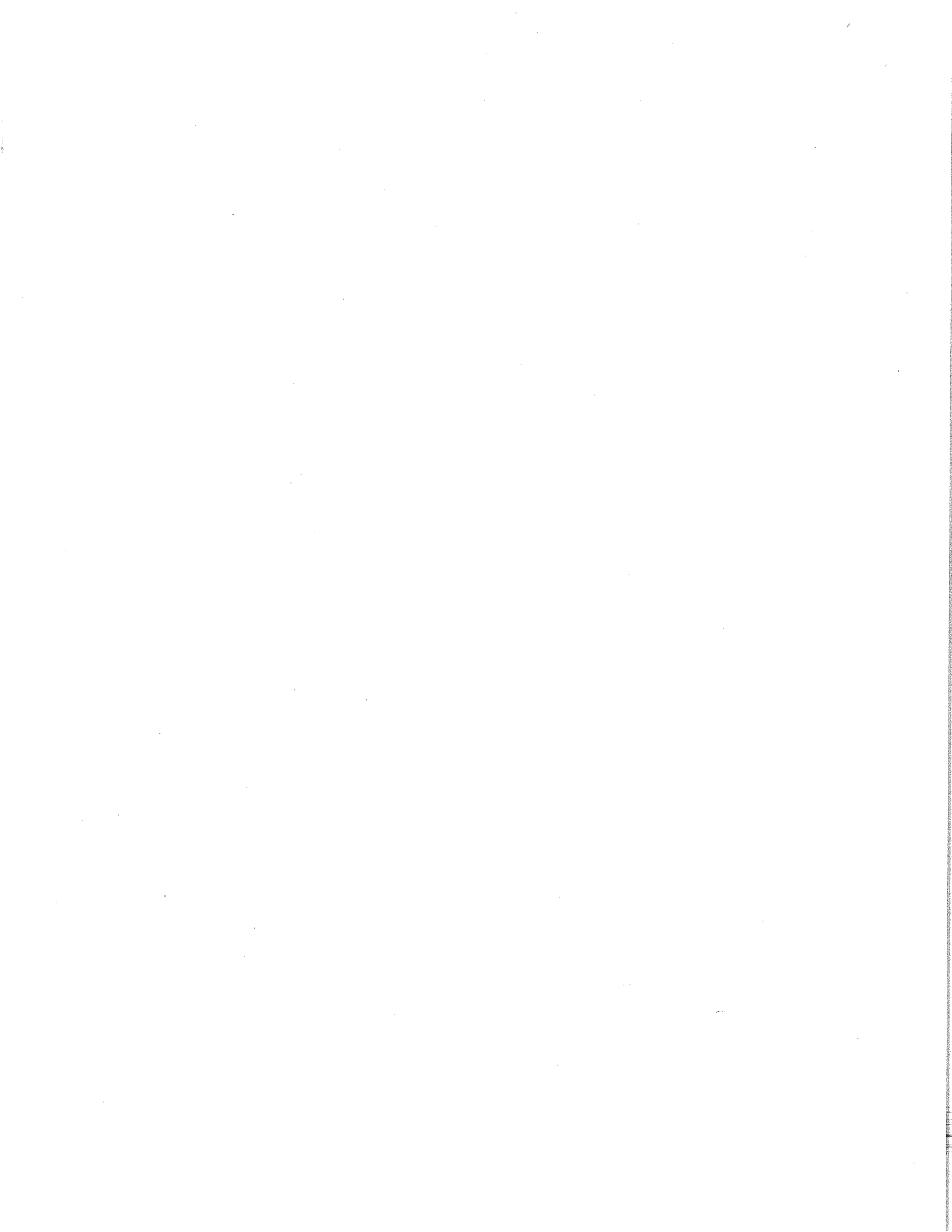
Conservation area/minimal maintenance
Storm water retention area
Limited access
Limited trails
Buckthorn/erosion
Route to U of M/ Bell Museum
Cooperation with MWMO
Pesticide problem?

Walsh Lake

No path around
No nearby parking
No much space
City has maintenance road

Ione/Walnut

Picnic Table
Garbage cans
Minimal use
Downtown view
May be too close to highway
Limited access/parking



**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

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

MEETING DATE July 25, 2006

ITEM NUMBER Park Concepts

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR 

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the June 13th meeting, the council directed staff to get feedback on the basketball courts. Feedback was solicited through the newsletter and the website. The public was also asked to provide feedback on what the park priorities should be. Eleven people responded in advance of the meeting.

The public was invited to attend this meeting to view preliminary concepts for the park that will be presented by Stuart Krahn from Bonestroo and to provide further input.

Based on the discussion and public input at the meeting, a final concept will be presented at the August 8th meeting in preparation for display at Day in the Park.

The comments we've received are attached. A letter and concept plans from Bonestroo are also included in your packet.

OPTIONS:

STAFF RECOMMENDATION:

- 1) View concepts provided.
- 2) Solicit public comment at the meeting.
- 3) Provide direction on a final concept plan to be provided at the August 8th council meeting.

COUNCIL ACTION:

July 25, 2006 Council Meeting

Comments Received by Telephone about Basketball Court and the Park.

7/6/06 Julian Moncada, 2351 Summer St.

Basketball courts:

- reconstructing courts a good idea;
- live next to courts and use it a lot;
- blacktop surface is too rough- tough on shoes;
- prefers regulation height hoops (10 feet);
- most important things are the condition of the surface, hoops, and backboards and having free throw lines and 3 point lines;
- suggests glass backboards such as the ones at Falcon Heights school (pretty nice).

7/7/06 Marv Florek, 1832 Pleasant St. (and son Will)

Basketball courts:

- he and son use often;
- biggest thing is a north/south orientation because the sun is in your eyes with the current orientation;
- blacktop surface is too rough/rocky;
- prefers 2 half courts instead of full court because most of the time there are not enough people using the courts for a full court game, also- 2 half courts would make it more useable because a half court game could be played by one group and kids can shoot around on the other, also- if the courts were being used for a full court game, nobody else could use it;
- important to have free throw lines and 3 point lines;
- prefers 10 foot hoops, non-adjustable.

Park priorities:

- against community center because it would not be a good use of the limited availability of park space.

To: Jim Bownik * Lauderdale City Administrator Assistant

From: Elizabeth S. French * Lauderdale Resident *efrench 7/17/06*

Date: July 17, 2006

Subject: Lauderdale Community Park Survey

In our telephone conversation of July 13, 2006, we talked about several options on the survey and about the tennis court development project.

Because of a previous commitment, I am unable to attend the City Council meeting on July 25 when preliminary concepts are to be presented. Therefore, my input for council member discussion and consideration is being provided in writing as agreed.

1. Basketball Court Option: Court should remain as is in size and basket directions (E/W). Basket heights for hoops should not be adjustable. What else is important? Court should be resurfaced. Parking on Pleasant St. by basketball team members cars.
2. Tennis Court Development Project: Lights should not be installed. Lighting tennis courts has been discussed by past city council members... either Tim Cruikshank's or Kathleen Miller's administration. Consideration for residents bordering park resulted in lights not being installed. [We who live nearby were not even aware of lights being discussed. We were told of this after deciding against the lights. And we appreciated their concern and approved of the decision.]
3. Park Priorities from List Provided:
Highest priority is maintaining the park's Trees and Open Space.
Lowest priority are New Warming House, Bike or Skate Park, Community Center.
4. Additional Input:
Funding of projects - residents provided with costs and sources for funds, i.e., taxes, grants, gifts, etc. broken out by project. And with this information allow opportunity, i.e., in referendum, meeting, mailing, for all Lauderdale residents to make informed selections.
Insurance policy coverage - residents provided with information of costs, changes, etc.
Parking - resident permit parking on surrounding streets. Park boundary sides have one or two hour limits. Park use parking lot on Roselawn promoted for longer parking. With park side parking, safety is improved as street crossing is eliminated. Pleasant St. parking has and will become an even greater issue/inconvenience with park improvements.

Jim Bownik

From: Nathan Opsata [opsata@mac.com]
Sent: Wednesday, July 05, 2006 5:14 PM
To: Jim Bownik
Subject: Park updates

Hello Mr. Bownik,

I'm the youth pastor at the Twin Cities Chinese Christian Church. I was reading about your possible updates to the park and thought I'd add my two cents. First, I think updating the park a bit is a great idea. It's such a nice place and really adds to the community. We certainly have appreciated having it in the neighborhood. Resurfacing the tennis courts is a wonderful place to start.

As for the basketball courts I would say this. We have a basketball hoop in our parking lot that the neighbor kids use frequently - that is until the rim was too frequently broken because they would lower it and dunk on it and hang on the rim. We are planning on replacing the rim and making it impossible to lower and certainly are not opposed to the neighborhood kids playing on it. (I've tried replacing it twice but Sportmart has been out of the rims.) So I would suggest the hoop not be height-adjustable, and even that rims be the non-springback variety. Actually, if it were up to me I think I like the idea of two half-courts having one a regulation 10 foot rim and one a much shorter rim but of a very sturdy kind that kids could be very rough on. The park across from me growing up had that and we really enjoyed it.

That's just my thought. As for the rest of the park trees and open space in that north-east corner would be my priority - a little more shaded around the perimeter but still open so that any number of things could be done there.

Thanks so much for your work on all this. We really appreciate being in such a good community.

Nate

--

Youth Minister

Twin City Chinese Christian Church

1795 Eustis Street

Lauderdale, MN 55113

651.644.9321

minister.nate@tcccc.org

Jim Bownik

From: Charlee [charlee.yang@comcast.net]
Sent: Wednesday, July 05, 2006 6:53 PM
To: Jim Bownik
Subject: basketball courts

Hi Jim. My name is Charlee and I live in the neighborhood. I have been using the park for over 15 years. My wife grew up in this neighborhood so I've been coming here for awhile. What sets this park apart from other ones is that this park has a family atmosphere. It's quiet, the people are friendly, and the kids can enjoy all areas of the park. Although I would like to see improvements to the courts, I'm afraid that would attract some unruly people. I use to frequent the Falcon Heights Park up the road and the crowd there is a little disrespectful. The only reason Lauderdale doesn't attract those kinds of people is due to the court surface. Some people feel it's not nice enough to play on so they stay away. I'm a big basketball fan and play a lot of outdoor basketball and don't have a problem with the current surface. Personally, I would rather keep it the way it is and keep the unruly crowd away. Everyone I've met at the court is very friendly and will always share the court. I don't want that to change. When I go to Falcon Heights, It's always first come first serve and people are not willing to share.

Some changes I would like to see made immediately would be to resurface the tennis courts, get a better volleyball set-up, and add more swings for the children. That would make the park more enjoyable than it already is. Other than that, it is a very nice park and few changes are needed.

Jim Bownik

From: joecoxlaw@comcast.net
Sent: Saturday, July 08, 2006 4:27 PM
To: Jim Bownik
Subject: Lauderdale Community Park

Here are my comments regarding the park:

Basketball court: I would prefer a full court as opposed to two half courts.

Archery: The archery range is very important to me. I ask the city council to do everything it can to keep a small archery range at the park.

Grass: I support making improvements to the quality of the grass north of the hockey rink a priority. Fuller/thicker grass and fewer weeds and crabgrass would be much more friendly to little kids running (and falling down).

Overall: I think we have a very well-balanced, multi-purpose park. A great park, really. I prefer that our park NOT be changed significantly. I simply hope that we can continue to replace existing equipment and facilities as they wear out. The basketball and tennis courts seem to be most in need of repair/replacement at this time.

I do not think a community center would be an economical addition considering the availability of the city hall.

Keep up the good work.

Joe Cox
1844 Carl Street

Jim Bownik

From: Brian N. Niemczyk [bniemczyk@mansfieldtanick.com]
Sent: Saturday, July 08, 2006 6:12 PM
To: Jim Bownik
Subject: Lauderdale Park basketball court

Jim,

I am a Lauderdale resident that uses the basketball court on a regular basis. In response to the questions on the flier:

1. It might as well be built as a full court, since it takes up the same amount of space as two half courts. In several years, I have only seen a full-court game out there once, but you never know.
2. All other things being equal, the court should face north/south, so that you are never staring into the sun when you are shooting. Obviously, this could also be remedied through placement of trees or hills.
3. I would not make the hoops adjustable. Those types of hoops get bent and broken much easier (kids practicing their slam dunks on low hoops), and probably would cost more.
4. The only important things are that the rims not be bent, the nets are maintained, and the three point and free throw lines are visible.

I hope this input helps!

Brian Niemczyk

Jim Bownik

From: Jeff Buck [jeff@weathereyeonline.com]
Sent: Sunday, July 09, 2006 2:14 AM
To: Jim Bownik
Subject: Basketball courts

Hey Jim,

First of all, my wife and I just moved to Lauderdale and have fallen in love with it.

As far as my concerns for the park and basketball court... I think a full court is the way to go, that allows a full court game or a pair of half court games. I don't think that a full dimension court is a necessity as long as there is ample room for two half court games. The orientation of the court would be best N/S as the majority of the time you'd be looking N or S and the sun would be in the E, W or overhead, depending on the time of the game. Next, the adjustable hoops sound like a bad idea. Besides being more spendy, they take abuse from people trying to 'be like Mike' and dropping them down and dunking/hanging on them; and 10 foot rims are standard at all levels of play.

Now for something I wouldn't mind seeing... and getting away from basketball, I think it would be great if there was a bocce court or two at the park. These are nothing more than a 60' x 12' court of mulch or pea gravel with a border of sort, usually a 2x8 green treated board. This would give an alternative to those who don't prefer the exertion of tennis, volleyball or bball.

~Jeff Buck

Meteorologist

Weather Eye, INC.

Jim Bownik

From: david modder [barnabas10_40@hotmail.com]
Sent: Friday, July 14, 2006 11:35 AM
To: Jim Bownik
Subject: park improvement ideas

Jim,

Hello. I am a resident with 3 children, so my priorities represent them and other little people. :)

We would love to see the addition of a children's wading pool, perhaps to be located in the shady tree area or near the parking lot. We've visited many wading pools in Mpls and the favorite ones have spraying water spouts.

Also, I would love to see the old slide removed, as there are many hazards to small children on it like rust hole to get little fingers stuck in, exposed sharp concrete edges at the base to cause severe head or foot injuries, and what I'm guessing is a very non-safety standard railing through which many a small child could fall.

Our last suggestion would be to repave the tennis court. Even though no one in our family plays, I feel sorry for anyone who attempts to try it on the ed, bumpy, and weedy surface.

Overall, we love our city and the park. Thanks for trying to improve it!!

Jennifer
Resident of Lauderdale

Jim Bownik

From: Andrew Kovala [akovala@SummitFire.com]
Sent: Friday, July 14, 2006 11:37 AM
To: Jim Bownik
Subject: Park ideas

Jim,

In response to the flyer that was sent out earlier this week about park improvements, I really like that there are archery bails, and would like to see them available in the future.

Thank you for your time.

Andrew Kovala
1972 Malvern Street

Jim Bownik

From: Annette Claussen [aclausen01@yahoo.com]
Sent: Saturday, July 15, 2006 9:16 PM
To: Jim Bownik
Subject: Park priorities

Hello Jim,

I hope this is the right forum for responses to the park improvements handout. I think the park priorities should be trees and open space, because I like the park layout the way it is. The tennis courts and warminghouse can be improved or redone, of course, but I like the ratio of concrete/equipment to grass just the way it is. Because it's small, I think the community park's greatest charm is the green landscape, which is versatile and can be used for many fun outdoor activities. Thanks very much,

Anne Claussen

Yahoo! Music Unlimited - Access over 1 million songs. Try it free. <http://pa.yahoo.com/*http://us.rd.yahoo.com/evt=36035/*http://music.yahoo.com/unlimited/>

Jim Bownik

From: Dan Bartlett [dmjnbartlett@comcast.net]
Sent: Friday, July 21, 2006 2:23 PM
To: Jim Bownik

Hi! I think that the courts should be north/south facing. If it is east/west, the sun is often in a player's eyes. That is my only strong opinion about the matter. Thank you!

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date: <u>7/25/06</u>
ITEM NUMBER <u>11-A Rental Housing License</u>
STAFF INITIAL <u>BH</u>
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 final draft and is ready for the Council to consider for adoption

- OPTIONS:**
1. Adopt the ordinance as written;
 2. Adopt the ordinance with amendments following discussion and input; or
 3. Do nothing.

STAFF RECOMMENDATION: Staff recommends the council adopt the ordinance as presented, authorize publication and begin the implementation process

COUNCIL ACTION:

CITY OF LAUDERDALE
ORDINANCE NO. 072506A

An Ordinance Amending Title 9 of the Lauderdale City Code to Add a New Chapter 11 Regarding Licensing of Rental Dwelling Units

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

SECTION 1. The Lauderdale City Code is amended by repealing Title 9, Chapter 3, in its entirety.

SECTION 2. The Lauderdale City Code is amended by adding the following new chapter:

CHAPTER 11
RENTAL HOUSING LICENSE PROVISIONS

- 9-11-1 PURPOSE
- 9-11-2 APPLICABILITY; SCOPE
- 9-11-3 ADOPTION OF PROPERTY MAINTENANCE CODE
- 9-11-4 DEFINITIONS
- 9-11-5 ENFORCEMENT OFFICER
- 9-11-6 RESPONSIBILITY OF OWNER (LANDLORD)
- 9-11-7 RESPONSIBILITY OF OCCUPANT (RENTER)
- 9-11-8 GENERAL LICENSING PROVISIONS
- 9-11-9 INSPECTIONS
- 9-11-10 CONDUCT ON LICENSED PREMISES
- 9-11-11 CONDITION OF LICENSED PREMISES
- 9-11-12 HEARING PROCEDURE
- 9-11-13 MISDEMEANOR

9-11-1 PURPOSE.

It is the purpose of this Chapter to protect the public health, safety and welfare of the community at large and the residents of rental dwellings in the City of Lauderdale and to ensure that rental housing in the city is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Owners and operators are responsible to take such reasonable steps as are necessary to ensure that the citizens of the city who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from noise, nuisances or annoyances; and free from unreasonable fears about safety of persons and security of property.

9-11-2 APPLICABILITY; SCOPE.

This Chapter applies to all rental dwellings in the City, including any accessory structures on the premises upon which the rental dwelling is located, such as garages and storage buildings and appurtenances, such as sidewalks and retaining walls. This Chapter does not apply 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; owner-occupied units; or condominium units as defined and governed by Minnesota Statutes Chapters 515, 515A, and 515B.

9-11-3 ADOPTION OF PROPERTY MAINTENANCE CODE.

The International Property Maintenance Code, 2003 edition, as published by the International Code Council, is adopted by reference in its entirety, except as modified or amended in this Code. Nothing in this Chapter or the International Property Maintenance Code shall be construed to cancel, modify, or set aside any other provision of the City Code.

9-11-4 DEFINITIONS.

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

“City” means the City of Lauderdale.

“City Administrator” means the City Administrator or the City Administrator’s designated agent.

“Multiple Family Dwelling” means a rental dwelling containing three (3) or more units.

“Occupant” means any person living or sleeping in a rental dwelling unit, or having possession of a space within a rental dwelling unit.

“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.

“Premises” means a lot, plot, or parcel of land including the building or structures thereon.

“Rental Dwelling” means a building or premises, or portion thereof, 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” means a single unit within a rental dwelling providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking and sanitation.

9-11-5 ENFORCEMENT OFFICER.

The City Building Official is authorized and directed to enforce all provisions of this Chapter, subject to review by the City Council.

9-11-6 RESPONSIBILITY OF OWNER (LANDLORD).

- A. Owner Responsible. Every owner of a rental dwelling 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, or even if the owner, by agreement, has imposed on the occupant(s) the duty of making sure that the rental dwelling complies with the requirements of this Chapter, applicable provisions of the City Code and the International Property Maintenance Code.
- B. Cleanliness. Every owner of a rental dwelling is responsible for keeping that part of the 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. Obtain License. The owner or resident agent must obtain a license and pay all license fees as required by this Chapter before the rental dwelling may be rented.

9-11-7 RESPONSIBILITY OF OCCUPANT (RENTER).

- A. Access By Owner. Every occupant of a rental dwelling shall give the owner or resident agent access to his or her unit, and that part of the premises which he or she occupies or controls, at reasonable times for the purpose of inspections and maintenance, and making necessary repairs or alterations on the premises.
- B. Cleanliness. Every occupant of a rental dwelling is responsible for keeping his or her unit, and any part of the 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.

- C. Disposal of Rubbish. Every occupant of a rental dwelling shall store and dispose of all his or her rubbish, garbage and waste in a clean, sanitary and safe manner. All rubbish, garbage, and waste must be collected by a hauler who is licensed by the City as required by Section 4-2-11 of this Code.

- D. Plumbing Fixtures.
 - 1. Furnished Fixtures. Every occupant of a rental dwelling shall keep the supplied plumbing fixtures and facilities within his or her unit in a clean and sanitary condition and shall exercise reasonable care in their proper use and operation in accordance with this Chapter, applicable provisions of the City Code and the International Property Maintenance Code.

 - 2. Fixtures Furnished By Occupant. Every plumbing fixture furnished by the occupant shall be properly installed and maintained in good working condition, shall be clean and sanitary, and free from defects, leaks or obstructions in accordance with this Chapter, applicable provisions of the City Code and the International Property Maintenance Code.

9-11-8 GENERAL LICENSING PROVISIONS.

- A. License Required.
 - 1. It is unlawful to operate a rental dwelling in the City without first having obtained a license from the City. An owner must obtain a license for each rental dwelling. If the rental dwelling contains two or more units, and has a common owner and a common property identification number, the owner may obtain a single license for the rental dwelling.

 - 2. There are two types of licenses: Tier I and Tier II. Both Tier I and Tier II licenses must comply with all provisions of this Chapter upon its effective date.

- B. License Application. The owner of a rental dwelling must submit an application for a license on forms and in the format provided by the City. The owner must give notice, in writing, to the City within five (5) business days of any changes to the information contained in the license application. The application must include:
 - 1. the owner's name, address, and telephone number, owning partners if a partnership, corporate officers if a corporation;

2. the resident agent's name, address and telephone number;
 3. legal address of the rental dwelling;
 4. the type and number of units within the rental dwelling; and
 5. the type of structure to be licensed (i.e., single-family, duplex, triplex).
- C. License Fees. The owner must pay an annual license fee, the amount of which will be determined by the City Council. The license fee schedule is maintained at City Hall. The owner must submit the required fee 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.
- D. License Period. The initial license period begins upon the effective date of this Chapter, and ends on December 31, 2007. Thereafter, the license period is for one year and runs from January 1 to December 31. The license must be renewed annually.
- E. License Issuance.
1. Preliminary Inspection and Investigation. Prior to issuing a license, the Building Official will inspect the rental dwelling to determine compliance with this Chapter, the City Code and the International Property Maintenance Code. The City Administrator will review the application for completeness and determine whether all real estate taxes and municipal utilities are paid and current.
 2. Tier I License. If the rental dwelling is in full compliance with paragraph (1), the City will issue a Tier I license to the owner.
 3. Compliance Order. If the rental dwelling is not in full compliance with paragraph (1), the City will provide the owner or resident agent with a compliance order pursuant to Section 9-11-11. If the owner corrects the items in the compliance order within the specified period of time, the City will issue a Tier I license to the owner.
 4. Tier II License. If the owner does not correct the items in the compliance order within the specified period of time, the City will issue a Tier II license to the owner. The holder of a Tier II license shall be subject to the following requirements:

- a. The licensed rental dwelling shall be subject to periodic inspection as provided in Section 9-11-9 of this Chapter.
 - b. The license holder shall pay the Tier II license fee as established by the City Council.
 - c. If the Tier II license holder corrects the violations in the compliance order(s), the licensee may apply for a Tier I license after the expiration of the current license period.
 - d. If the Tier II license holder has not corrected the violations in any outstanding compliance order(s) by the end of the owner's existing lease with the current tenant, the City may suspend or revoke the license under Section 9-11-12. The City may allow the continuation of the Tier II license if the City determines that the license holder is taking reasonable steps and exercising good faith to correct the violations.
- F. Posting of License. The owner shall post a copy of the license in the rental dwelling 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.
- G. Renewal of License. An owner may continue to rent a dwelling after the expiration date of the license provided the owner has filed with the City on or before December 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.
- H. Transfer of License. Licenses are not transferable. Any changes in the ownership of the rental dwelling require a new license.
- I. Resident Agent Required. Owners of rental dwellings with five (5) or more individual 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 and common areas and to handle licensing issues with the City. Owners of rental dwellings containing fewer 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.

J. Register of Occupancy. The owner or its resident agent shall keep a current register of occupancy for each rental dwelling. 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;
2. Number of bedrooms of each unit;
3. Number of units in each building; and
4. Number of adults and children (under 18) currently occupying each unit.

9-11-9 INSPECTIONS.

A. Tier II License Inspections. All Tier II rental dwellings shall be inspected by the City periodically until the rental dwelling complies with this Chapter, the City Code and the International Property Maintenance Code. After each inspection, the City shall provide the owner or resident agent with a compliance order pursuant to Section 9-11-11. The owner or resident agent must correct the violations within the time period specified in the compliance order. If the violations are not corrected, the City may suspend or revoke the license under Section 9-11-12, unless it is the initial license period, in which case, the license is valid until the end of the owner's existing lease with the current tenant as noted in section 9-11-8(E)(4)(d).

B. Occupant Initiated Inspection. An occupant who believes that his or her rental dwelling 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 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 by the 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.

9-11-10 CONDUCT ON LICENSED PREMISES.

A. Owner Responsible. It shall be the responsibility of the owner or resident agent to see that persons occupying the rental dwelling conduct themselves in such a manner as not to cause the premises to be disorderly. This section applies to both Tier I and Tier II licenses. For purposes of this section, a rental dwelling is disorderly at which any of the following activities occur:

1. Violation of Minnesota Statutes sections 609.755 through 609.76 as may be amended from time to time, relating to gambling;
2. Violation of laws relating to prostitution or acts relating to prostitution as defined in Minnesota Statutes section 609.321;
3. Violation of Minnesota Statutes sections 152.01 through 152.027 as may be amended from time to time, relating to the unlawful sale or possession of controlled substances;
4. Violation of Minnesota Statutes sections 340A.401 and 340A.503 as may be amended from time to time, relating to the unlawful commercial sale and underage consumption of alcoholic beverages;
5. Violation of Minnesota Statutes 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 Statutes sections 97B.021, 97B.045, 609.66 through 609.67, 624.712 through 624.716, 624.719, 624.731 through 624.732 as may be amended from time to time, relating to the unlawful possession, transportation, sale or use of weapons;
7. Violation of City Code section 5-2-2 or violation of Minnesota Statutes section 609.72 as may be amended from time to time, relating to disorderly conduct;
8. Violation of City Code section 5-7 relating to recreational fires;
9. Violation of City Code section 5-8 relating to clandestine drug labs;
10. Violation of City Code section 4-1 relating to nuisances; or
11. Violation of City Code section 5-3 relating to animal control.

B. City Enforcement. The City Administrator is responsible for enforcement and administration of this section.

C. First Violation. Upon determination by the City Administrator that a licensed premises was used in a disorderly manner, as described in paragraph (A) of this section, the City Administrator must give notice to the licensee of the violation and direct the licensee to take steps to prevent further violations.

- D. Second Violation. If another instance of disorderly use of the licensed premises occurs within three months of an incident for which a notice in division (C) of this section was given, the City Administrator must notify the licensee of the violation and must also require the licensee to submit a written report of the actions taken, and proposed to be taken, by the licensee to prevent further disorderly use of the premises. This written report must be submitted to the City Administrator within five days of receipt of the notice of disorderly use of the premises and must detail all actions taken by the licensee in response to all notices of disorderly use of the premises within the preceding three months.
- E. Third Violation.
1. If another instance of disorderly use of the licensed premises occurs within three months after any two previous instances of disorderly use for which notices were given to the licensee pursuant to this section, the rental dwelling license for the premises may be denied, revoked, suspended or not renewed. An action to deny, revoke, suspend, or not renew a license under this section must be initiated by the City Administrator who must give to the licensee written notice of a hearing before the City Council to consider such denial, revocation, suspension or non-renewal. Such written notice must specify all violations of this section, and must state the date, time, place and purpose of the hearing. The hearing must be held no less than ten days and no more than 30 days after giving such notice.
 2. Following the hearing, the City Council may deny, revoke, suspend or decline to renew the license for all or any part or parts of the licensed premises or may grant a license upon such terms and conditions as it deems necessary to accomplish the purposes of this section.
- F. No Adverse Action Pending Eviction. No adverse license action shall be imposed where the instance of disorderly use of the licensed premises occurred during the pendency of eviction proceedings (unlawful detainer) or within 30 days of notice given by the licensee to a tenant to vacate the premises where the disorderly use was related to conduct by that tenant or by other occupants or guests of the tenant's unit. Eviction proceedings are not a bar to adverse license action, however, unless they are diligently pursued by the licensee. Further, an action to deny, revoke, suspend, or not renew a license based upon violations of this section may be postponed or discontinued at any time if it appears that the licensee has taken appropriate measures which will prevent further instances of disorderly use.

- G. Finding of Disorderly Conduct. A determination that the licensed premises have been used in a disorderly manner as described in paragraph (A) of this section shall be made upon a fair preponderance of the evidence to support such a determination. It is not necessary that criminal charges be brought in order to support a determination of disorderly use nor does the fact of dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this section.
- H. Service of Notices. All notices given by the City under this section must be personally served on the licensee, sent by certified mail to the licensee's last known address or, if neither method of service effects notice, by posting on a conspicuous place on the licensed premises.
- I. Enforcement Actions. Enforcement actions provided in this section are not exclusive, and the City Council may take any action with respect to a licensee, a tenant, or the licensed premises as is authorized by the city code, state or federal law.

9-11-11 CONDITION OF LICENSED PREMISES.

- A. Compliance Order. Whenever the Building Official determines that the condition of any rental dwelling 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.
- 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 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. The proposed action by the City shall be heard by the City Council pursuant to the procedure set forth in Section 9-11-12 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 9-11-12 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.

9-11-12 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 9-11-10 or 9-11-11 of this Chapter, or if the owner or resident agent is appealing the compliance order pursuant to Section 9-11-11 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 or units to which it applies.
- D. No Occupancy. 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 the rental dwelling or the unit. A notice of the action shall be posted by the Building Official on the rental dwelling or the unit in order to prevent any further occupancy. No person shall reside in, occupy or cause to be occupied that rental dwelling or unit until a license is obtained or reinstated by the owner.

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

9-11-13 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.

SECTION 3. This ordinance shall be effective upon its adoption and publication.

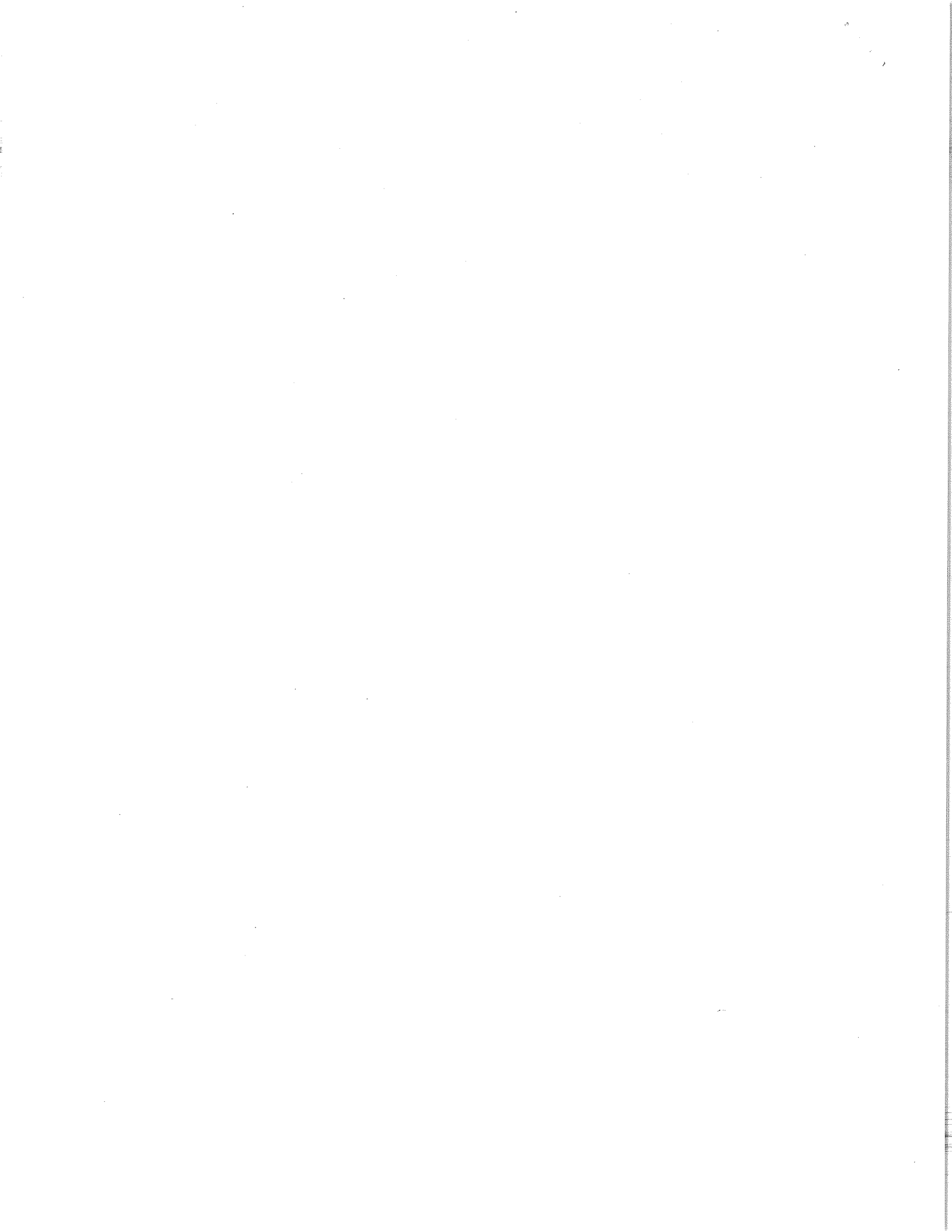
Adopted by the city council of the City of Lauderdale this ____ day of _____, 2006.

Jeffrey Dains, Mayor

ATTEST:

Brian B. Heck, City Administrator

Published in the _____ this _____ day of _____, 2006.



**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

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

Meeting Date: 7/25/06

ITEM NUMBER 11-B Rental Housing License Fee

STAFF INITIAL BH

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: Council discussed the rental licensing of rental housing over the past year focusing on the details of the license and conduct in licensed dwellings. Council spent some time on fees to charge. Based on neighboring cities license fees, staff suggests setting the initial fee for a license at \$40.00. Further we are suggesting the Council set the tier II license at \$100.00. Fees are based on initial inspection time, notification and other administrative activities.

OPTIONS:

1. Adopt the resolution setting fees;
2. Adopt the resolution with amended fee schedule; or
3. Do nothing.

STAFF RECOMMENDATION: Staff recommends the council adopt the resolution as presented and to update the fee schedule accordingly.

COUNCIL ACTION:

RESOLUTION NO. 072506A

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

**RESOLUTION ESTABLISHING LICENSE FEE
FOR RENAL HOUSING LICENSE**

WHEREAS, the City Council of the City of Lauderdale adopted an ordinance requiring the licensing of rental units in the city; and

WHEREAS, the ordinance the City Council adopted requires owners to pay a fee for the license; and

WHEREAS, the City Council sets all fees by resolution;

NOW, THEREFORE BE IT RESOLVED, by the City Council of the City of Lauderdale, Minnesota that the fee for a renal housing license be set as follows:

1. Initial license and renewal of tier I rental dwelling units \$40.00.
2. Tier II license and renewal \$100.00.

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

ss

I, Brian Bakken Heck, being duly qualified and City Administrator for the City of Lauderdale, Ramsey County, Minnesota, do hereby certify that the attached and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Lauderdale on January 10, 2006 as the same appears in the minutes of said meeting on file and of record in City Offices.

Dated this 25th day of July, 2006.

(ATTEST)

Jeffrey Dains, Mayor

(SEAL)

Brian W. Bakken Heck

Charles Bolger
Executive Officer

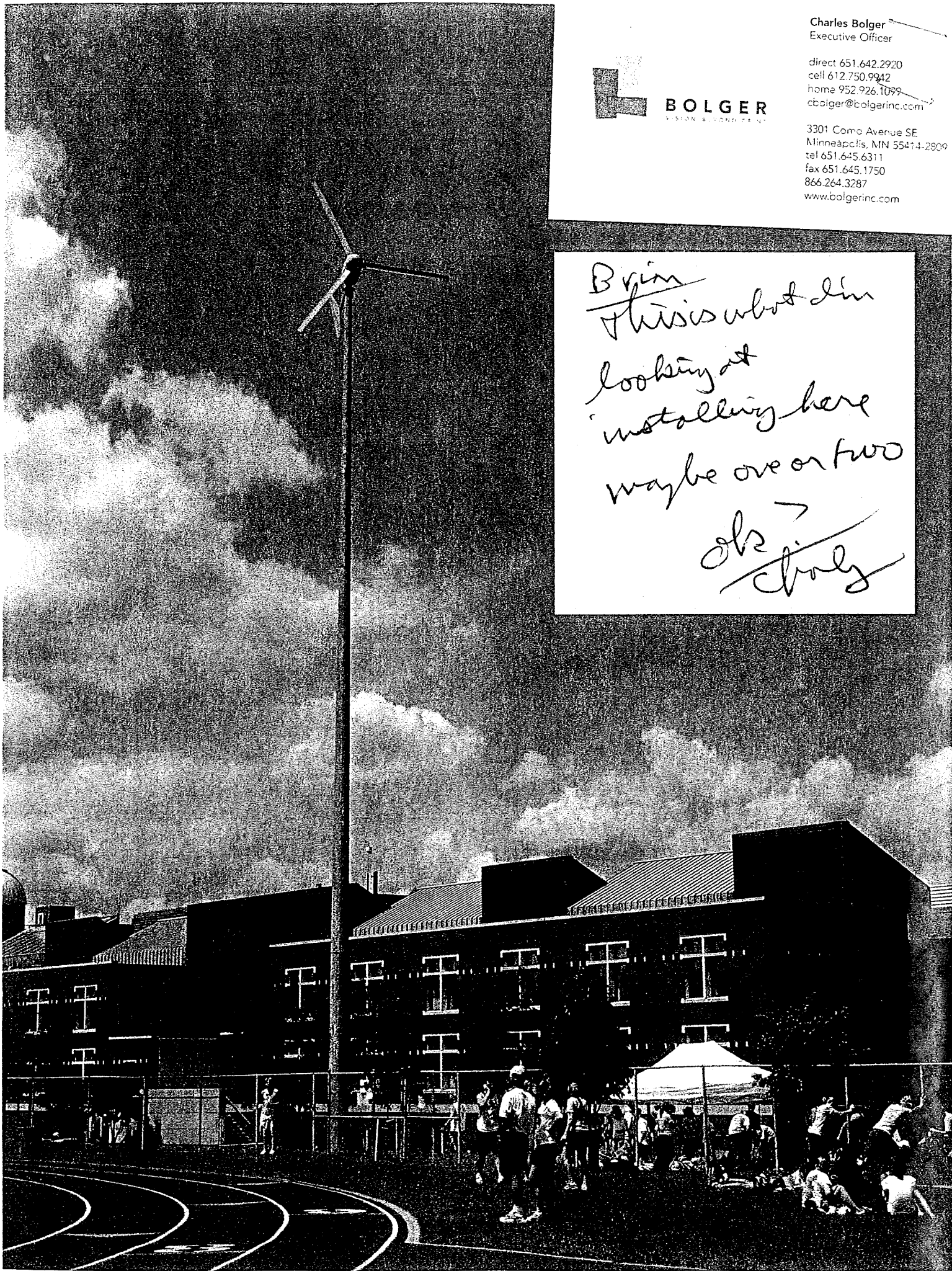


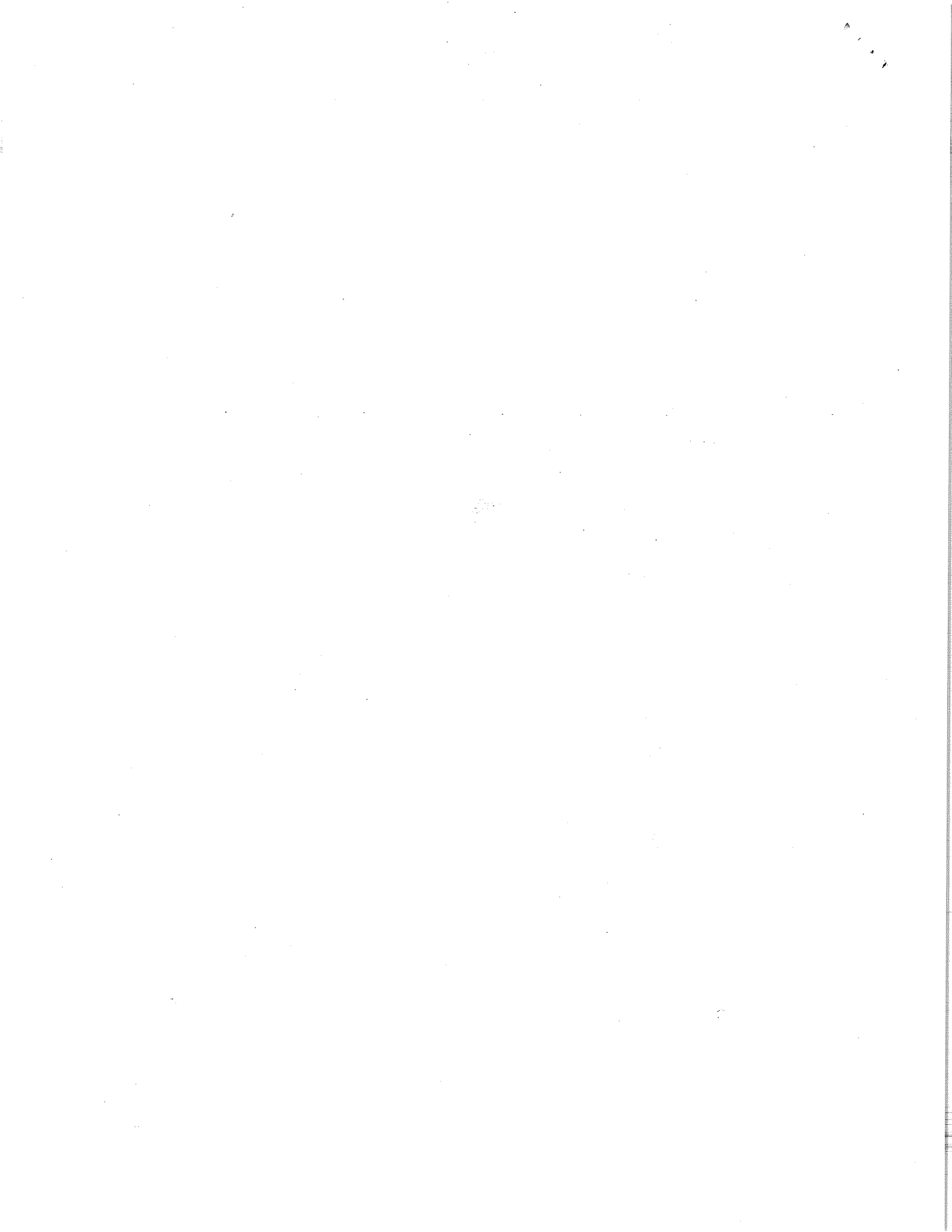
BOLGER
VISION & SOUND DESIGN

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*Ben
This is what I'm
looking at
installing here
maybe one or two
ok
Cheryl*





**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

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

Meeting Date: _____

ITEM NUMBER 15-B Vacant Houses

STAFF INITIAL BH

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: housing continues to be an issue with council and the community. One type of housing of concern to the council and community are vacant structures. St. Paul regulates vacant housing and requires, among other things, boarding up lower/first level windows. Attached is information on City of St. Paul requirements.

OPTIONS:

STAFF RECOMMENDATION: discuss and provide direction.

COUNCIL ACTION:

REGISTERED VACANT BUILDINGS

The City of Saint Paul has ordinances regulating vacant and unoccupied structures. Property owners must register these buildings with the Division of Code Enforcement if the building is unoccupied and:

1. Unsecured, or
2. Secured by other than normal means, or
3. A dangerous structure, or
4. Condemned, or
5. Has multiple housing or Building Code violations, or
6. Is condemned and illegally occupied, or
7. Is unoccupied for a period of time longer than one year during which time the Enforcement Officer has issued an order to correct nuisance conditions.

Registration Requirements - What property owners must do to comply with the law

1. Submit a Vacant Building Registration Form within 30 days, describing plans for rehabilitating and reoccupying or demolishing the building.
2. Disclose all pertinent ownership information.
3. Disclose all pertinent lienholders.
4. Disclose any current Truth-in-Sale of Housing Disclosure Reports.
5. Pay an annual Vacant Building Registration fee of \$250.00 within 30 days of receiving this letter.

NOTE: If the building is vacant due to a fire, the owners have 90 days to pay the Vacant Building fee, provided they submit the Vacant Building Registration Form within 30 days informing us of their plans for the building.

6. Provide unencumbered access to all portions of the premises of the buildings to permit the Enforcement Officer to make a complete inspection.

Owners, agents, assignees and all responsible parties are required to comply with the following requirements of the Saint Paul Legislative Code:

1. Keep all buildings secure.
2. Keep all porches, stairs, and exterior premises free of refuse, junk and debris.
3. Cut grass and weeds.
4. Remove snow and ice from sidewalks.

Chapter 43. Vacant Buildings*

- Sec. 43.01. Declaration of policy.
- Sec. 43.02. Definitions.
- Sec. 43.03. Vacant building registration.
- Sec. 43.04. Exemptions.
- Sec. 43.05. Inspections.
- Sec. 43.06. Notification.
- Sec. 43.07. Penalties.
- Sec. 43.08. Alternative procedures.

***Editor's note--**Ord. No. 17862, adopted Aug. 13, 1991, amended Ch. 43 to read as herein set out. Prior to this amendment Ch. 43 pertained to similar subject matter and was derived from Ord. No. 17453, § 1, adopted March 21, 1987; Ord. No. 17489, §§ 1, 3, adopted Sept. 8, 1987.

Sec. 43.01. Declaration of policy.

The purpose of this chapter is to protect the public health, safety and welfare by enactment of this ordinance which:

- (1) Establishes a program for identification and registration of vacant buildings.
- (2) Determines the responsibilities of owners of vacant buildings and structures.
- (3) Provides for administration, enforcement and penalties.

(Ord. No. 17862, § 1, 8-13-91)

Sec. 43.02. Definitions.

Unless otherwise expressly stated, the following terms shall, for the purpose of this chapter, have the meanings indicated in this section.

- (1) *Dangerous structure*: A structure which is potentially hazardous to persons or property, including, but not limited to:
 - a. A structure which is in danger of partial or complete collapse;
 - b. A structure with any exterior parts which are loose or in danger of falling;
or
 - c. A structure with any parts, such as floors, porches, railings, stairs, ramps, balconies or roofs, which are accessible and which are either collapsed, in danger of collapsing or unable to support the weight of normally imposed loads.
- (2) *Enforcement officer*: The director of the department of neighborhood housing and property improvement, or duly authorized representative.
- (3) *Owner*. Those shown to be the owner or owners on the records of the Ramsey County Department of Property Taxation, those identified as the owner or owners on a vacant building registration form, holder of an unrecorded contract for deed, a mortgagee or vendee in possession, a

mortgagor or vendor in possession, assignee of rents, receiver, executor, trustee, lessee, other person, firm or corporation in control of the freehold of the premises or lesser state therein. Any such person shall have a joint and several obligation for compliance with the provisions of this chapter.

(4) *Secured by other than normal means*: A building secured by means other than those used in the design of the building.

(5) *Unoccupied*: A building which is not being used for a legal occupancy as defined in the Saint Paul Legislative Code.

(6) *Unsecured*: A building or portion of a building which is open to entry by unauthorized persons without the use of tools or ladders.

(7) *Vacant building*: A building or portion of a building which is:

- a. Unoccupied and unsecured;
- b. Unoccupied and secured by other than normal means;
- c. Unoccupied and a dangerous structure;
- d. Unoccupied and condemned;
- e. Unoccupied and has multiple housing or building code violations;
- f. Condemned and illegally occupied; or
- g. Unoccupied for a period of time over three hundred sixty-five (365) days and during which time the enforcement officer has issued an order to correct nuisance conditions.

(8) *Code violations*: violations of any code adopted and/or enforce by the city, which may include but not be limited to the St. Paul Legislative Code, codes covering plumbing, electrical, mechanical or building construction, installation or maintenance standards, zoning or fire codes.

(Ord. No. 17862, § 1, 8-13-91; C.F. No. 97-91, § 1, 3-5-97; C.F. No. 99-751, § 1, 9-1-99; C.F. No. 03-887, § 4, 11-5-03; C.F. No. 05-399, 5-25-05)

Sec. 43.03. Vacant building registration.

(a) The owner shall register with the enforcement officer not later than thirty (30) days after any building in the city becomes a vacant building, as defined in section 43.02(7).

(b) The registration shall be submitted on forms provided by the enforcement officer and shall include the following information supplied by the owner:

- (1) A description of the premises;
 - (2) The names and addresses of the owner or owners;
 - (3) The names and addresses of all known lienholders and all other parties with an ownership interest in the building;
 - (4) The period of time the building is expected to remain vacant; and a plan and timetable for returning the building to appropriate occupancy or use and/or for demolition of the building.
 - (5) A copy of any current Truth-in-Sale of Housing Disclosure Report as required by Saint Paul Legislative Code Chapter 189.
- (c) The owner shall submit a plan and timetable which must meet the approval of the enforcement officer. The enforcement officer shall require completion of the plan within a reasonable period of time, up to three

hundred sixty-five (365) days. The plan submitted shall comply with the provision of Chapter 33 of the Saint Paul Legislative Code. Any repairs, improvements or alterations to the property must comply with any applicable housing or building codes.

(d) All applicable laws and codes shall be complied with by the owner. The owner shall notify the enforcement officer of any changes in information supplied as part of the vacant building registration within thirty (30) days of the change. If the plan or timetable for the vacant building is revised in any way, the revisions must meet the approval of the enforcement officer.

(e) The owner and the subsequent owners shall keep the building secured and safe and the building and ground properly maintained until the rehabilitation or demolition has been completed.

(f) Failure of the owner or any subsequent owner to maintain the building and premises that result in a summary abatement completed by the city shall be grounds for revocation of the approved plan and shall be subject to any applicable penalties provided by law.

(g) The new owner(s) shall register or re-register the vacant building with the enforcement officer within thirty (30) days of any transfer of an ownership interest in a vacant building. The new owner(s) shall comply with the approved plan and timetable submitted by the previous owner until any proposed changes are submitted and meet the approval of the enforcement officer.

(h) Vacant building fees:

(1) The owner of a vacant building shall pay an annual registration fee. The first year registration fee shall be two hundred fifty dollars (\$250.00), three hundred seventy five dollars (\$375.00) the second consecutive year, five hundred dollars (\$500.00) the third and each subsequent consecutive year the building remains a vacant building. The registration fee is intended to at least partially recoup, and shall be reasonably related to the administrative costs for registering and processing the vacant building owner registration form and for the costs of the city in monitoring the vacant building site.

(2) The first annual fee shall be paid no later than thirty (30) days after the building becomes vacant. If the fee is not paid within thirty (30) days of being due, the owner shall be subject to prosecution as prescribed in section 43.05.

(3) The fee shall be paid in full prior to the issuance of any building permits, with the exception of a demolition permit.

(4) All delinquent fees shall be paid by the owner prior to any transfer of an ownership interest in any vacant building. If the fees are not paid prior to any transfer, the new owner shall pay the annual fee no later than thirty (30) days after the transfer of ownership and subsequent annual fees shall be due on the new anniversary date.

(i) The enforcement officer shall include in the file any property-specific written statements from community organizations, other interested parties or citizens regarding the history, problems, status or blighting influence of a vacant building.

(Ord. No. 17862, § 1, 8-13-91; C.F. No. 03-1027, § 1, 12-10-03; C.F. No. 05-372, § 1, 5-25-05)

Sec. 43.04. Exemptions.

A building which has suffered fire damage shall be exempt from the registration requirement for a period of ninety (90) days after the date of the fire if the property owner submits a request for exemption in writing to the enforcement officer. This request shall include the following information supplied by the owner:

- (1) A description of the premises.
- (2) The names and address of the owner or owners.
- (3) A statement of intent to repair and reoccupy the building in an expedient manner.

(C.F. No. 96-308, § 1, 4-24-96)

Sec. 43.05. Inspections.

The enforcement officer shall inspect any premises in the city for the purpose of enforcing and assuring compliance with the provisions of this chapter. Upon the request of the enforcement officer, an owner shall provide access to all interior portions of an unoccupied building in order to permit a complete inspection.

(Ord. No. 17862, § 1, 8-13-91; C.F. No. 96-308, § 2, 4-24-96)

Sec. 43.06. Notification.

Once every three (3) months the enforcement officer shall send to the city council a list of all vacant buildings which have become known to the enforcement officer during the preceding three (3) months, as well as a list of all previously declared vacant buildings which are no longer subject to the provisions of this chapter.

(Ord. No. 17862, § 1, 8-13-91; C.F. No. 96-308, § 2, 4-24-96)

Sec. 43.07. Penalties.

Any person violating any provision of this chapter or providing false information to the enforcement officer shall be punished as provided by section 1.05 of the Saint Paul Legislative Code.

(Ord. No. 17862, § 1, 8-13-91; C.F. No. 96-308, § 2, 4-24-96)

Sec. 43.08. Alternative procedures.

Nothing in this chapter shall be deemed to abolish or impair existing remedies of the city authorized under Chapters 33, 34, 45 of the Saint Paul Legislative Code or Minnesota Statutes Section 463.15 through 463.26. Any conflicts between this chapter and Chapters 33 and 45 will be superseded by the provisions of Chapters 33 and 45.

(Ord. No. 17862, § 1, 8-13-91; C.F. No. 96-308, § 2, 4-24-96)