

**LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, JANUARY 22, 2002
CITY HALL, 7:30 P.M.**

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. CALL MEETING TO ORDER AT 7:30 P. M.

2. ROLL:

Councilmembers:

- ____ McCloskey
- ____ Gill-Gerbig
- ____ Mayor Dains
- ____ Christensen
- ____ Gover
- ____ Getschow

3. APPROVAL OF THE AGENDA

4. APPROVAL

- A. Approval of minutes of 1/08/02 City Council Meeting
- B. Approval of claims totaling \$216,623.38

5. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS NOT ON THE AGENDA

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.

6. CONSENT
 7. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS/ CITIZENS ADDRESSING STREET AND UTILITY IMPROVEMENTS
 8. INFORMATIONAL PRESENTATIONS
 9. 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.
 10. ACTION
 - A. Public Hearing on the 2002 Street and Utility Improvements
 11. REPORTS
 12. DISCUSSION
 - A. Conducting City Council Work Sessions
 13. ITEMS REMOVED FROM THE CONSENT AGENDA
 14. ADDITIONAL ITEMS
 15. SET AGENDA FOR NEXT MEETING
 16. ADJOURNMENT
11. REPORTS
 - A. Resolution 012202A: A Resolution Ordering the 2002 Street and Utility Improvements and Ordering a Preparation of Plans
 - B. Lauderdale Commission and Committee Appointments
 - C. Approval of the 2002 Goals
 - D. Approval of a Private Water Main Agreement between the City of Lauderdale, Saint Paul Regional Water Services, and MGH Enterprises (Hamline Auto Body)
 - E. Approval of Petition and Waiver Agreements for the Removal of Diseased Elm Trees at 1725 Malvern Street and 2401 Larpenateur Avenue

**Lauderdale City Council
Meeting Minutes
January 8, 2002**

1. Meeting called to order at 5:15 P.M.

2. ROLL

Council present: Gover, Christensen, McCloskey and Mayor Dains

Staff present: Hinrichs, Hughes, Bownik, Goyette, and Getschow

3. SPECIAL ORDER OF BUSINESS – OATHS OF OFFICE

Mayor Dains and Council members Christensen and McCloskey were sworn into office.

4. APPROVAL

A. *Approval of Agenda.* Motion by Christensen, second by Gover to approve the agenda. Roll: Yes: all. Motion carried.

5. 2002 GOAL SETTING SESSION

A. *Goal Setting Session.* The City Council discussed the goals for 2002. This discussion occurred between 5:30 p.m. and 7:30 p.m.

Council member Gill-Gerbig arrived at 5:40 p.m.

6. APPROVAL

A. *Approval of Minutes.* Motion by Gover, second by Gill-Gerbig to approve the minutes of the December 11, 2001 City Council meeting. Roll: Yes: all. Motion carried.

B. *Approval of Claims totaling \$87,457.50.* Motion by Gill-Gerbig, second by Gover to approve the claims totaling \$87,457.50. Roll: Yes: all. Motion carried.

- 7. OPPORTUNITY FOR THE PUBLIC TO ADDRESS ITEMS NOT ON THE AGENDA
- 8. CONSENT
 - A. Approval of 2002 Investment Policy
 - B. Resolution 010802A: Approval of Investment Institutions for 2002
 - C. Approval of 2002 Licenses
 - D. Approval of the Mileage Reimbursement Amount for 2002
- 9. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS
- 10. INFORMATIONAL PRESENTATIONS
- 11. PUBLIC HEARINGS
- 12. ACTION

A. Resolution 010802B: Resolution Adopting the 2002 Fee Schedule. The only proposed changes included a decreased fee for office copies and a fee increase for sewer connection charges to match the Metropolitan Council fee. Motion by Christensen, second by Gover to approve Resolution 010802B: A Resolution Adopting the 2002 License, Administrative Services, and Permit Fees. Roll: Yes: all. Motion carried.

B. 2002 Appointments. Motion by Gill-Gerbig, second by Gover to approve the enclosed Appointments for 2002. Roll: Yes: all. Motion carried.

C. City Administrator Performance Review. The Council went into closed session at 7:50 p.m. to conduct a performance review of the City Administrator. The Council came out of closed session to open the meeting at 9:17 p.m.

D. *Staff Compensation.* Motion by Christensen, second by McCloskey to approve staff compensation for 2002 effective January 1, 2002. Roll: Yes: all. Motion carried.

13. REPORTS

14. ITEMS REMOVED FROM THE CONSENT AGENDA

15. ADDITIONAL ITEMS

16. SET AGENDA FOR NEXT MEETING

(Not counting the Monday, January 14, 2002 Joint Work Session with the City of Roseville).

1. Public Hearing on the 2002 Street and Utility Improvements and Resolution Ordering the Improvements and Ordering Plans and Specifications
2. Approval of 2002 Goals
3. Commission and Committee Appointments
4. Private Water Main Agreement in re Hamline Auto Body
5. Petition and Waiver Agreements for the Removal of Diseased Trees
6. Discussion of the Use of Work Sessions

17. ADJOURNMENT

Motion by Gill-Gerbig, second by McCloskey, to adjourn at 9:25 P.M. Ayes: All.

CITY OF LAUDERDALE
Claims for Approval
January 22, 2002 City Council Meeting

Payroll

01/18/02 Payroll: Check # 7075 - 7083 \$6,741.01
01/18/02 Payroll: Federal Payroll Taxes/FICA EFT \$2,680.33
01/18/02 Payroll: PERA EFT \$1,041.36
Jan. '02 Payroll: State Payroll Taxes EFT \$880.79

Payment Claims

01/22/02 Claims: Check # 15589 - 15619 \$205,279.89

Total Claims for Approval

\$216,623.38

CITY OF LAUDERDALE
Vendor Transactions

SEARCH NAME AT & T	CHECK Nbr	CHECK DATE	BATCH	NAME INVOICE	AMOUNT COMMENTS
Search Name AT & T	015589	1/22/02	1219043020	012202claims	\$11.66 01/02 LONG DISTANCE
Search Name CINTAS	015590	1/22/02	470428471	012202claims	\$27.70 PUBLIC WORKS UNIFORMS
Search Name CINTAS	015590	1/22/02	470430796	012202claims	\$27.70 PUBLIC WORKS UNIFORMS
Search Name CITY OF ST ANTHONY	015591	1/22/02	012202claims	498	\$18,421.08 01/02 POLICE SERVICES
Search Name CITY OF ST ANTHONY	015592	1/22/02	012202claims	P-9099-6C	\$37.61 BOOKS: MGMT PROGRAM
Search Name EAST HENNEPIN AUTO SERVICE INC	015593	1/22/02	012202claims	1/22/02	\$7.80 12/01 TRUCK FUEL
Search Name EAST HENNEPIN AUTO SERVICE INC	015593	1/22/02	012202claims	1/22/02	\$7.80 12/01 TRUCK FUEL
Search Name EAST HENNEPIN AUTO SERVICE INC	015594	1/22/02	012202claims	1/22/02	\$25,660.00 '00 ST/UTIL BONDS: INTEREST
Search Name FIRSTAR TRUST SERVICES	015595	1/22/02	012202claims	1/22/02	\$500.00 HORSES/SLEIGH: SNOWCOMMOTION
Search Name HERMAN, GORDON	015596	1/22/02	012202claims	1/22/02	\$850.00 01/02 RETAINER
Search Name HUGHES & COSTELLO	015596	1/22/02	012202claims	1/22/02	\$139.50 01/02 PRINT/PROCESS
Search Name ICM RETIREMENT TRUST - 457	015597	1/22/02	012202claims	1/22/02	\$969.99 1/18/02 PAYROLL
Search Name ICM RETIREMENT TRUST - 457	015598	1/22/02	012202claims	1/22/02	\$524.28 12/01 DELIV: ROSE REV
Search Name LILLIE SUBURBAN NEWS	015599	1/22/02	012202claims	201891	\$8.80 DISPOSE: FLORESCENT LIGHTS
Search Name MERCURY WASTE SOLUTIONS	015600	1/22/02	012202claims	732400	\$10,270.50 02/02 WASTEWATER SERVICES
Search Name MET-COUNCIL ENVIRONMENTAL SER.	015601	1/22/02	012202claims	1/22/02	\$3,415.50 4 QTR 01 SAC FEES
Search Name METROPOLITAN COUNCIL					\$3,415.50

CITY OF LAUDERDALE
Vendor Transactions

CHECK Nbr	CHECK Date	Batch Name Invoice	Amount	Comments
015602	1/22/02	012202claims	\$78.96	MINNESOTA AFSCME
Search Name MINNESOTA AFSCME				
015603	1/22/02	012202claims	\$665.33	MN STATE TREASURER
Search Name MN STATE TREASURER				
015604	1/22/02	012202claims	\$405.00	MUNICIPAL/COMMERCIAL SEWER
Search Name MUNICIPAL/COMMERCIAL SEWER				
015604	1/22/02	012202claims	\$405.00	SEWER JET: RYAN/EUSTIS
015605	1/22/02	012202claims	\$30.23	SEWER JET: RYAN/EUSTIS
Search Name NAPA AUTO PARTS				
015605	1/22/02	012202claims	\$18.36	AIRTOOLS FOR GARAGE
Search Name NAPA AUTO PARTS				
015605	1/22/02	012202claims	\$48.59	NAPA AUTO PARTS
Search Name NORTH STAR BANK, PETTY				
015606	1/22/02	012202claims	\$9.81	EMERGENCY CARDS
015606	1/22/02	012202claims	\$35.00	PIZZA: GOAL SETTING
015606	1/22/02	012202claims	\$23.36	MILEAGE: SHANNON
015606	1/22/02	012202claims	\$20.00	MAMA HOLIDAY LUNCHEON
015606	1/22/02	012202claims	\$12.00	PIZZA: PCIC
015606	1/22/02	012202claims	\$7.54	POP: GOAL SETTING
015606	1/22/02	012202claims	\$13.87	MILEAGE: SHANNON
015606	1/22/02	012202claims	\$3.50	WASH TRUCK
Search Name NORTH STAR BANK, PETTY				
015607	1/22/02	012202claims	\$11.72	BATTERIES
015607	1/22/02	012202claims	\$97.23	W HOUSE: TOOLS/HRDWR/ETC
Search Name PARK HARDWARE HANK				
015607	1/22/02	012202claims	\$16.04	FLASHLIGHT/INSPECTIONS
Search Name PARK SERVICE				
015608	1/22/02	012202claims	\$65.32	REPAIR 4-WHEEL DRIVE TRUCK FUEL
015608	1/22/02	012202claims	\$123.60	REPAIR 4-WHEEL DRIVE
Search Name PARK SERVICE				
015608	1/22/02	012202claims	\$65.31	REPAIR 4-WHEEL DRIVE TRUCK FUEL
Search Name QWEST				
015609	1/22/02	012202claims	\$113.49	WARM HOUSE PHONE
015609	1/22/02	012202claims	\$55.98	AUTODIAL: RYAN LIFT
015609	1/22/02	012202claims	\$166.98	CITY HALL PHONE
015609	1/22/02	012202claims	\$29.34	CITY HALL PHONE
015609	1/22/02	012202claims	\$29.34	CITY HALL PHONE
015609	1/22/02	012202claims	\$55.98	AUTODIAL: MALV LIFT

CITY OF LAUDERDALE
Vendor Transactions

CHECK Nbr	Batch	Check Date	Name Invoice	Amount	Comments
015609		1/22/02	012202claims 1/22/02	\$55.98	01/02 AUTODIAL: LARP LIFT
Search Name QWEST					
015610		1/22/02	012202claims 1/22/02	\$36.67	'02 FOOD LICENSE
015610		1/22/02	012202claims 1/22/02	\$36.67	'02 FOOD LICENSE
015610		1/22/02	012202claims 1/22/02	\$36.66	'02 FOOD LICENSE
Search Name RAMSEY COUNTY PUBLIC HEALTH					
015611		1/22/02	012202claims PUBW002328	\$1,134.66	01/02 EMPLOYEE BENEFITS
015611		1/22/02	012202claims PUBW002328	\$515.46	12/01 SAND & FLOW
Search Name RAMSEY COUNTY, EXPENDITURES					
015612		1/22/02	012202claims 1207842	\$12.13	CC NAMEPLATE & HOLDER
Search Name S & T OFFICE PRODUCTS, INC.					
015613		1/22/02	012202claims 8429	\$10.00	ANNUAL ADMIN FEE
015613		1/22/02	012202claims 8429	\$77.89	CLEANING SUPPLIES
015613		1/22/02	012202claims 8429	\$29.24	COFFEE, CUPS, ETC
Search Name SAM'S CLUB					
015614		1/22/02	012202claims 1/22/02	\$13.76	01/02 CITY ADMIN CELL
015614		1/22/02	012202claims 1/22/02	\$15.45	01/02 PUB WKS CELL
Search Name SPRINT PCS					
015615		1/22/02	012202claims 1/22/02	\$204.00	ACCIDENT POLICY INSUR
Search Name THE BREHM GROUP, INC.					
015616		1/22/02	012202claims 1/22/02	\$1,837.68	12/01 RECYCLING
Search Name WASTE MANAGEMENT					
015617		1/22/02	012202claims 1/22/02	\$11,230.00	TIF BOND: INTEREST
015617		1/22/02	012202claims 1/22/02	\$125,000.00	TIF BOND: PRINCIPAL
Search Name WELLS FARGO BANK MINNESOTA, NA					
015618		1/22/02	012202claims 1/22/02	\$227.34	12/01 CITY HALL GAS
015618		1/22/02	012202claims 1/22/02	\$426.10	12/01 STREET LIGHTING
015618		1/22/02	012202claims 1/22/02	\$44.92	12/01 CITY PARK ELECTRIC
015618		1/22/02	012202claims 1/22/02	\$155.95	12/01 CITY PARK GAS
015618		1/22/02	012202claims 1/22/02	\$9.28	12/01 GARAGE ELECTRIC
015618		1/22/02	012202claims 1/22/02	\$9.28	12/01 GARAGE ELECTRIC
015618		1/22/02	012202claims 1/22/02	\$40.64	12/01 GARAGE GAS
015618		1/22/02	012202claims 1/22/02	\$40.64	12/01 GARAGE GAS
Search Name XCEL ENERGY					

CITY OF LAUDERDALE
Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
015618	1/22/02	012202claims	\$38.22	12/01 CITY HALL ELECTRIC
015618	1/22/02	012202claims	\$114.66	12/01 CITY HALL ELECTRIC
015618	1/22/02	012202claims	\$75.78	12/01 CITY HALL GAS
			<u>\$1,182.81</u>	
			\$21.97	12/01 LIFT ST GAS
			\$267.04	12/01 LIFT ST ELECTRIC
			<u>\$289.01</u>	
			\$205,279.89	
Grand Total				
Search Name XCEL ENERGY				
015618	1/22/02	012202claims		1/22/02
015618	1/22/02	012202claims		1/22/02
Search Name XCEL ENERGY, LIFT STATIONS				
015619	1/22/02	012202claims		1/22/02
015619	1/22/02	012202claims		1/22/02
Search Name XCEL ENERGY, LIFT STATIONS				



Lauderdale City Council Memorandum

Council Meeting Date: January 22, 2002

To: Mayor and City Council

From: Rick Getschow, City Administrator

Agenda Item: 2002 Improvements Public Hearing and Resolution

**PLEASE BRING YOUR COPY OF THE 2002 IMPROVEMENTS
FEASIBILITY REPORT TO THE MEETING**

BACKGROUND:

As of Friday, January 18th, I have not received written comments on the 2002 Improvements to be included in the packet or to be entered into the record for the public hearing.

City Engineer's Paul Heuer and Glenn Cook will be at the meeting for a presentation on the 2002 Improvements and to answer questions from those in attendance at the public hearing.

Following the enactment of the enclosed resolution, the next Council action would be for the Council to approve the plans and specifications and order an advertisement of bids at the February 26, 2002 Council meeting

ENCLOSURES:

1. Resolution 012202A: Resolution Ordering the 2002 Improvements and the Preparation of Plans and Specifications

COUNCIL ACTION REQUESTED:

Following the Public Hearing-

Resolution 012202A: Resolution Ordering the 2002 Improvements and the Preparation of Plans and Specifications.

RESOLUTION NO. 012202A

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

**RESOLUTION ORDERING THE 2002 IMPROVEMENTS AND
ORDERING A PREPARATION OF PLANS**

WHEREAS, a resolution of the City Council of Lauderdale adopted the 11th day of December, 2001, fixed a date for a Council hearing on the proposed improvement of: Walnut Street between Roselawn Avenue and Ryan Avenue, Malvern Street between Roselawn Avenue and Ryan Avenue, Eustis Street between Roselawn Avenue and Ryan Avenue, Pleasant Street between Roselawn Avenue and Ryan Avenue, and all of Ryan Avenue by conducting street reconstruction, sanitary sewer improvements and replacement, water main replacement, storm sewer system improvements, and alley improvements and to improve property west of Walnut Street between Broadway Drive and Como Avenue by conducting sanitary sewer improvements and replacement and to assess the benefited property for a portion of the cost of the improvements, pursuant to Minnesota Statutes, Section 429.011 to 429.111.

AND WHEREAS, ten days' mailed notice and two weeks' published notice of the hearing was given, and the hearing was held thereon on the 22nd day of January, 2002, at which all persons desiring to be heard were given the opportunity to be heard thereon,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF LAUDERDALE,
MINNESOTA:

1. The 2002 improvements are necessary, cost-effective, and feasible as detailed in the feasibility report.
 2. The 2002 improvements are hereby ordered as proposed in the Council resolution adopted the 22nd day of January, 2002.
 3. Bonestroo, Rose, Anderlik and Associates is hereby designated as the engineer for this improvement. The engineer shall prepare plans and specifications for the making of such improvement.
- I CERTIFY THAT the above resolution was adopted by the City Council of Lauderdale this 22nd day of January, 2002.

(ATTEST)

Jeff Dains, Mayor

(SEAL)

Rick Getschow, City Administrator

**Appointments for the Park/Community Involvement Committee
and Tree Commission**

Date: 01/18/02

From: Shannon Goyette and James Bownik

BACKGROUND

Park/Community Involvement Committee: The terms of four Committee members expire at the end of 2001. Three of the four members have expressed an interest in being re-appointed for another two-year term. Linda Sax had scheduling conflicts, so was unable to continue her involvement.

According to City Code Section 2-3-3: B, "members are appointed for a term of two (2) years and may be re-appointed by the City Council with submission of application".

The following Park/Community Involvement Committee members need re-appointment:

Mary Croteau	1807 Carl Street
Margaret Kneer	1964 Walnut Street
Nancy Read-Hendricks	1762 Carl Street

Tree Commission: The terms of all Commission members are expired as of the end of 2001. Two members have expressed interest in being re-appointed. In addition, another member of the community has indicated that she would like to be appointed to the committee.

The Tree Commission ordinance requires that members be appointed alternately to one and two-year terms.

The following Tree Commission members need re-appointment to two-year terms:

Boyd Roggenbuck	1909 Carl Street
Bob Wisen	1765 Carl Street

The following resident needs appointment to a one-year term:

Leanne Lemire	1851 Carl Street
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COUNCIL ACTION REQUESTED

First, re-appoint the three current members of the Park/Community Involvement Committee and the two current members of the Tree Commission to additional two-year terms expiring December 31, 2003.

Second, appoint Leanne Lemire to the Tree Commission for a one-year term expiring December 31, 2002.



Lauderdale City Council Memorandum

Council Meeting Date: January 22, 2002

To: Mayor and City Council

From: Rick Getschow, City Administrator

Agenda Item: 2002 Goal Adoption

BACKGROUND:

Attached are 2002 Goals pursuant to Council discussion at the January 8th meeting.

COUNCIL ACTION REQUESTED:

Approve the 2002 Goals.

CITY OF LAUDERDALE 2002 GOALS

- COMPLETE 2001 and 2002 STREET AND UTILITY IMPROVEMENT PROJECTS AND PLAN 2003 IMPROVEMENTS

- NEGOTIATION OF COUNTY TURNBACK ROADS (FULHAM, ROSELAWN, AND EUSTIS)

- PARTNER WITH THE REFUSE COLLECTION TASK FORCE IN THEIR EXAMINATION OF REFUSE COLLECTION OPTIONS

- EXAMINE THE ROLE OF THE PLAN COMMISSION AS AN ADVISORY BOARD

- COMPLETE FIXED ASSETS INVENTORY

- EXAMINE THE USE OF COUNCIL WORK SESSIONS

- SOCIAL ROOM IMPROVEMENTS – WINDOWS AND/OR FURNACE

- DRAFT HOUSING POLICY

- Rental property licensing program
Truth-In-Housing Report

- EXAMINE METHODS OF ENTREPRENEURIAL GOVERNMENT

- Examine expanding Public Works department to contract services
Enterprising operations such as a Municipal liquor store

- CITY PARK IMPROVEMENTS

- Tennis Court Reconstruction/Grant Opportunities
Sand Volleyball Court Improvements
Warming House Improvements
Examine Paving the Hockey Rink
Explore Hiring Seasonal Part-Time Employment

- EXPLORE THE PURCHASE OF REAL ESTATE FOR RECREATIONAL AND OPEN SPACE DEVELOPMENT

- TAKE A PROACTIVE ROLE IN EMERGENCY MANAGEMENT

- Emergency Management Plan Update
Public Awareness and Education

- CONTINUE TO EXPLORE ECONOMIC DEVELOPMENT INITIATIVES

- Larpenteur Avenue Corridor Redevelopment/Explore Grant Opportunities
Broadway/Highway 280 Northern Parcel Redevelopment
Dairy Store Site Redevelopment

- UPGRADE AND ORGANIZE CABLE AND COMMUNICATIONS EQUIPMENT IN THE COUNCIL CHAMBERS



Lauderdale City Council Memorandum

Council Meeting Date: January 22, 2002

To: Mayor and City Council

From: Rick Getschow, City Administrator

Agenda Item: Private Water Main Agreement: Saint Paul Regional Water,
City of Lauderdale and Hamline Auto Body

BACKGROUND:

As part of the Hamline Auto Body development, private water main and service is being installed under a separate arrangement by Hamline Auto Body with Saint Paul Regional Water Services. But it has been the policy of Saint Paul Regional Water to add the municipality where the development is located as a named party to the agreement, even if the municipality has no rights or obligations as part of the agreement. In fact, following mention of the City in the first three paragraphs of the agreement, there is no mention of any issues that would directly involve the City in the rest of the agreement.

The City Attorney has reviewed and approved the agreement. He also concurs with the fact that the city has no rights or obligations in this agreement. He recommends that following the approval of this agreement, we request of Saint Regional Water that we not be party to similar agreements in the future.

ENCLOSURES:

1. Private Water Main Agreement between Hamline Auto Body, the Saint Paul Regional Water Services and the City of Lauderdale.

COUNCIL ACTION REQUESTED:

Approval of the Private Water Main Agreement between Hamline Auto Body, the Saint Paul Regional Water Services and the City of Lauderdale.

PRIVATE WATER MAIN AGREEMENT

THIS INDENTURE, made this 13th day of November, 2001 by and between

MGH ENTERPRISES, LLC, a Minnesota corporation, hereinafter designated as "Owner", the CITY OF LAUDERDALE, a Minnesota municipal corporation, and the BOARD OF WATER COMMISSIONERS, Saint Paul, Minnesota, a Minnesota municipal corporation, hereinafter

designated as "Board"; and

WHEREAS, the Board during all times herein mentioned did and does manage, control and

operate, pursuant to the Home Rule Charter of the City of Saint Paul, its water works and public water supply system primarily for the purpose of furnishing an adequate supply of water for industrial, commercial and domestic purposes to residents of the City of Saint Paul within its corporate limits, and incidentally to residents of the City of Lauderdale for the same or similar purposes, pursuant to agreements by and between the Board and said last named City and ordinances of said City of Saint Paul and City of Lauderdale germane thereto; and

WHEREAS, the Owner owns the following described land hereinafter, the "Property" which land is situated within the corporate limits of said City of Lauderdale in the County of Ramsey, State of Minnesota and described as follows:

Lot 2, Block 1, Broadway Business Park

WHEREAS, the Owner has made application to the Board for water supply service to be afforded from the public water supply system to the Property according to the rates and charges payable therefore by the Owner, its successors or assigns, to such municipality or the Board as the same may be established from time to time; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties,

for themselves, their successors and assigns, do hereby mutually agree as follows:

1. The Owner does hereby convey and grant to the Board a perpetual water main easement in, under, through and over and across the following portions of the Property, as described in Exhibit "A", attached hereto and incorporated herein.

2. The Board does hereby grant permission to the Owner to construct, maintain and repair a private water main necessary for the furnishing of water service to the Property subject to the terms and conditions contained herein.

3. The Owner shall construct the private water main at its sole cost and expense, in strict accordance with approved plans and specifications on file with the Board, under the supervision and subject to the approval of the Board within the Easement Area described in Section 1. The Owner shall pay a deposit to the Board to reimburse the Board for inspection costs plus an administrative fee of \$300.00. All service connections from the private main shall be constructed by the Owner at its sole cost and expense, in strict accord with plans and specifications approved and on file with the Board under the supervision and approval of the Board.

4. All necessary maintenance, repairs, operation and/or replacement of the main and service connections shall be borne by the Owner at its sole cost and expense, in strict accordance with plans and specifications approved and on file with the Board and subject to approval by the Board.

5. The Board, at the request of the Owner, or in case of default by the Owner in relation to the construction, reconstruction, maintenance, repair or operation of said private main, may enter upon the Easement Area and construct, reconstruct, maintain, repair or operate said private main for the aforesaid purposes of the same and all reasonable cost and expense thus incurred by the Board

shall be chargeable by the Board to the Owner and shall become due and payable upon presentation of an invoice therefor; and if such charges are not paid when due, they shall become and constitute a lien upon the Property. In the event of nonpayment, the Board reserves the right to deny service.

6. The Board agrees to supply water service to the Property as the same have been or shall be developed for commercial purposes, subject to and in accordance with applicable rates or charges, rules and regulations as they are or shall be established from time to time by the Board. It is understood and agreed, however, that the Board undertakes to supply such water supply only in case the pressure in its mains is sufficient to enable it so to do, and the Board assumes no responsibility for failure to supply water resulting from acts or conditions beyond its control.

7. It is agreed by and between the parties hereto that this Agreement shall be subject to water service rates, rules and regulations germane to the subject of this Agreement now in force and hereinafter prescribed and promulgated by the Board and further that there shall be and hereby is reserved to the Board the right to change, revise, alter and amend such rates, rules and regulations as their discretion shall direct to the end that such rates, rules and regulations shall be reasonable.

8. No extension of the private water main shall be made without the prior written consent of the Board. All necessary service connection taps from the private water main shall be installed by the Board upon due application therefor on a form supplied by the Board and shall be installed by the Board at the cost and expense of the party requesting the same.

9. The Board reserves the right to shut off the water service when necessary for the extension, replacement, repair or cleaning of the private water main or apparatus appurtenant thereto, and the Board shall not be held liable for any damage occasioned thereby.

10. This agreement shall be binding upon the Owner, its successors and assigns. The Owner shall not assign its rights and obligations hereunder without first obtaining the written consent of the

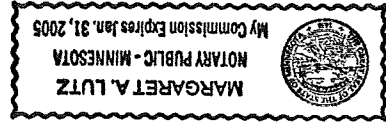
Board, which consent shall not be unreasonably withheld by the Board. In the event that the Owner desires to transfer its title to a portion of the Property, it is expressly understood and agreed that the Owner and transferees shall enter into an agreement by which the transferees shall agree to pay all or a proportionate share of the cost of maintenance and replacement of the private water main and further agree to assume all or a proportionate share of the responsibility and liability arising out of the operation, maintenance, use and repair of the main or service pipes. This agreement shall be in form as to be subject to the approval of the Board, and the Board shall be provided with two (2) executed copies of the agreement.

11. The Owner, in consideration of its being supplied water by the Board, upon the terms and conditions herein outlined, shall comply strictly with all of the rules and regulations of the Board, and shall pay or cause to be paid unto the Board therefor according to all applicable rates and charges prescribed and promulgated therefor by the Board now in existence or as may be modified or amended, which are hereby incorporated by reference. The Board reserves the right to shut off the water supply for nonpayment of applicable water charges, and it is expressly agreed that such unpaid water charges and costs incurred by the Board pursuant to this agreement shall be and constitute a lien upon the Property.

12. The Owner, its successors and assigns, shall indemnify, the Board, its officers, agents, employees and servants from all suits, actions or claims which shall arise from any injuries or damage caused by any break or leak in any service pipe, private main, other main or connection authorized by this Agreement except those arising from the negligence of the Board that may occur from the furnishing of a supply of water by the Board to the Owner, its tenants, successors and assigns or other persons, firms or corporations served and to be served by this private water main; and further, that the Owner, its successors and assigns, shall indemnify, the Board against any claim,

Signature of person taking acknowledgement

[Handwritten signature]



of MGH ENTERPRISES, LLC, a Minnesota corporation, on behalf of the corporation.

The foregoing instrument was acknowledged before me this 27th day of November, 2001, by Michael G. Hager, the PRESIDENT

STATE OF MINNESOTA)
) ss)
) COUNTY OF)

Its: *[Handwritten signature]*

By: *[Handwritten signature]*

MGH ENTERPRISES, LLC

first shown above.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date

agreement on behalf of their respective parties.

13. The undersigned represent that they have the power and authority to execute this

or service connections.

Owner, or other persons, firms or corporations served on the Property by such private water main

in connection with or as a result of the furnishing of such supply of water, by the Board, to the

action or lawsuit brought against the Board, except those arising from the negligence of the Board,

CITY OF LAUDERDALE

By: _____
Mayor

By: _____
City Manager

STATE OF MINNESOTA)
) ss.)
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by _____, and _____, Mayor and City Manager, respectively of the City of Lauderdale, a Minnesota municipal corporation, on behalf of the Municipal Corporation.

Signature of person taking acknowledgment

This instrument was drafted by:
Name: Saint Paul Regional Water Services
Address: 8 E. 4th Street, St. Paul, MN.

Signature of person taking acknowledgement

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by James C. Reiter, President and Janet Lindgren, Secretary of the Board of Water Commissioners of the City of Saint Paul, a Minnesota municipal corporation, on behalf of the corporation.

STATE OF MINNESOTA)
) ss
) COUNTY OF RAMSEY)

Janet Lindgren, Secretary

James C. Reiter, President

BOARD OF WATER COMMISSIONERS

Bernie R. Bullert, General Manager

W. J. J. J. J.
Assistant City Attorney
City of Saint Paul

Form Approved:

Approved:

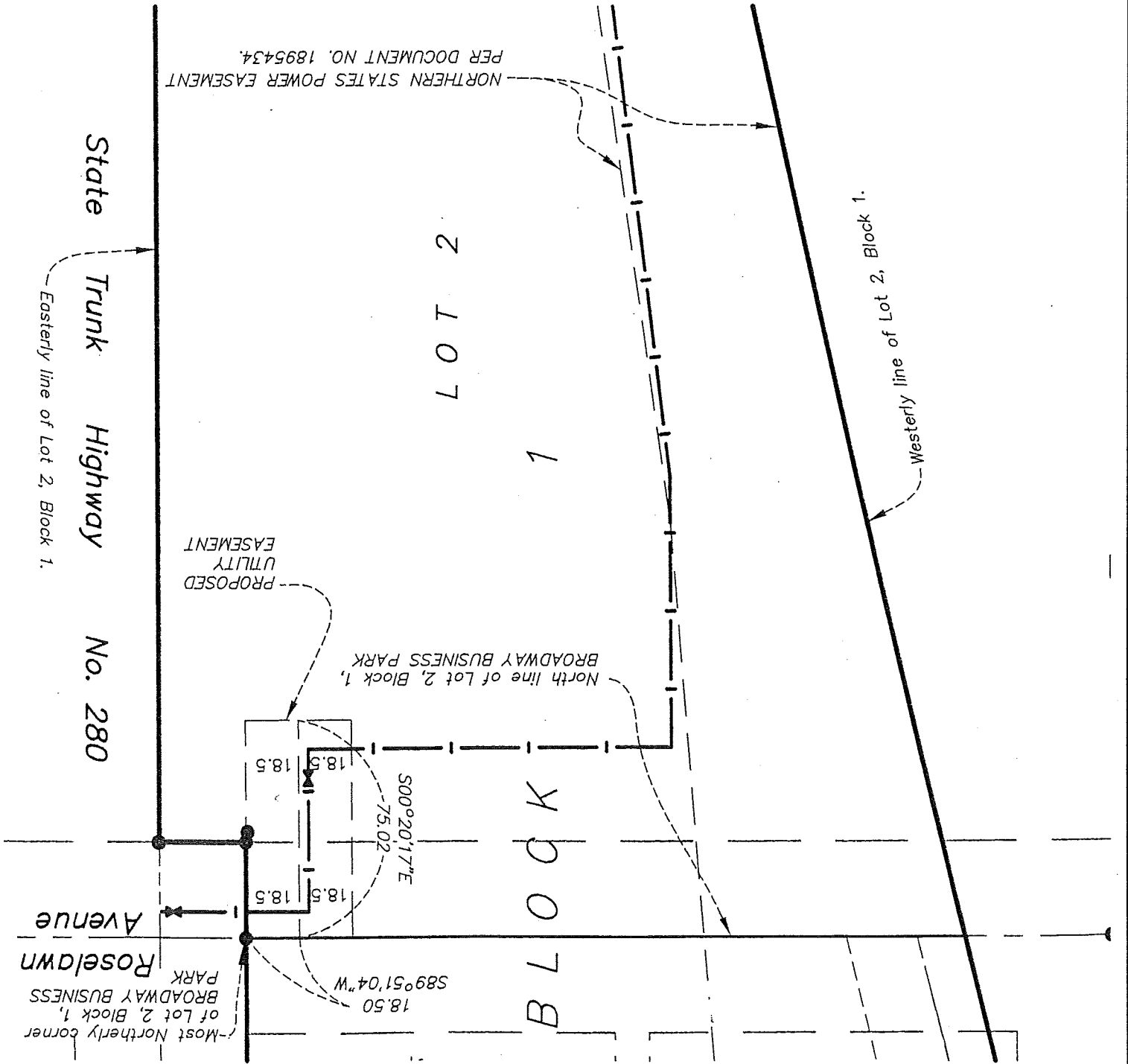
Peter Hames, Director
Office of Financial Services

STATE OF MINNESOTA)
) ss)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 2001, by Peter Hames, Director, Office of Financial Services, City of Saint Paul, Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

Signature of person taking acknowledgment

Sketch & Description for: **HAMLIN AUTOBODY**



I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the state of Minnesota.

JOHN OLIVER & ASSOCIATES, INC.

Randy M. Morton

By: Randy M. Morton, Land Surveyor
Minnesota License No. 21401

Date:



John Oliver & Associates, Inc.
Civil Engineering, Land Surveying, Land Planning

201 W. Travelers Trail, Suite 200
Burnsville, MN 55337
(612)894-3045 (FAX)894-3049

Offices in: *Riv. Valley Burnsville and Brook*

EXHIBIT A

**Proposed Description
Utility Easement
Part of Lot 2, Block 1, BROADWAY BUSINESS PARK
Hamline Autobody
Lauderdale, Minnesota**

A 37.00 foot wide permanent easement for utility purposes, over, under, and across, that part of Lot 2, Block 1, BROADWAY BUSINESS PARK, according to the recorded plat thereof, Ramsey County, Minnesota, the center line of said easement is described as follows:

Commencing at the most northerly corner of said Lot 2; thence South 89 degrees 51 minutes 04 seconds West, assumed bearing, along the north line of said Lot 2, a distance of 18.50 feet to the point of beginning of the center line to be described; thence South 0 degrees 20 minutes 17 seconds East 75.02 feet and said center line there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the north and east lines of said Lot 2.

"This is not a Boundary Survey"

As of the date of the Sketch & Description the final plat of BROADWAY BUSINESS PARK has not been recorded.

Orientation of this bearing system is based on the record plat of BROADWAY BUSINESS PARK, Ramsey County, Minnesota.

John Oliver & Associates, Inc.
Civil Engineering, Land Surveying, Land Planning

201 W. Travelers Trail, Suite 200
Burnsville, MN 55337
(612)894-3046 (FAX)894-3049

Offices in:
and Brook

BOARD OF WATER COMMISSIONERS

RESOLUTION — GENERAL FORM

No. 4800

PRESENTED BY
Commissioner Haselmann

DATE
November 13, 2001

WHEREAS, MGH Enterprises, LLC, has requested permission to install a private water main to serve Hamline Auto Body at 2520 Broadway Street, Lauderdale, Minnesota with domestic water service and fire protection; and

WHEREAS, MGH Enterprises, LLC, proposes to construct the private water main according to Saint Paul Regional Water Services Standards and agrees to accept full responsibility for the maintenance and repair of the private water main and hold the Board harmless from all claims that may arise from the existence or operation of the private water main; and

WHEREAS, staff has prepared a private water main agreement and the General Manager recommends that the Board approve this agreement; now, therefore, be it

RESOLVED, that the Board of Water Commissioners hereby approves the private water main agreement to provide domestic water service and fire protection service to Hamline Auto Body, and that the proper officers of the Board are hereby authorized and directed to execute said private water main agreement on behalf of the Board.

Water Commissioners

Yeas	Anfang
	Cardinal
	Vice President Haselmann
	President Reiter

Nays

In favor 4

Opposed 0

Adopted by the Board of Water Commissioners

November 13, 2001

SECY

Janet Johnson

Lauderdale City Council Memorandum

Council Meeting Date: January 22, 2002

To: Mayor and City Council

From: Rick Getschow, City Administrator

Agenda Item: Petition and Waiver Agreements for the Removal of Diseased Trees at 1725 Malvern Street and 2401 Larpenieur Avenue

BACKGROUND:

In the month of October, I reported that the Tree Inspector sent notices to three residents for the abatement of dutch elm tree disease nuisances. At that time, I also stated that two of the three residents requested that the City abate the nuisance on their behalf and assess the costs on to their property taxes. (The third resident abated their nuisance independently). Under this requested scenario, the normal nuisance abatement process need not be followed since the affected residents chose to cooperate on the abatement of the nuisance. The regular nuisance abatement process requires published notice, a public hearing and an approved resolution through the City Council following required mailed notice. In this case though, many of these procedures can be avoided when the resident requests the abatement.

A petition and waiver agreement is executed whereby the resident approves of the work and waives any hearing or appeal of the assessment. The City Attorney has drafted the petition and waiver agreements and they were presented to the residents at 1725 Malvern and 2401 Larpenieur for approval. All property owners have signed their agreements and have returned them to City Hall for approval by the Council.

The cost of abatements in the agreement is based on the receipt of the lowest quote obtained by the City from three tree service companies. The City Attorney also has suggested the use of an interest rate since the City will essentially be funding these tree removal costs up-front and is then reimbursed through future property tax receipts.

ENCLOSURES:

1. Cover Letter and Petition and Waiver Agreement for 1725 Malvern Street
2. Cover Letter and Petition and Waiver Agreement for 2401 Larpenieur Avenue

COUNCIL ACTION REQUESTED:

Approval of the Petition and Waiver Agreements for 1725 Malvern Street and 2401 Larpenieur Avenue.

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.631.0300 Fax: 651.631.2066

December 28th, 2001

Daniel & Anneliese Lange
1725 Malvern Street
Lauderdale, MN 55113

Enclosed is the petition and waiver agreement for the removal of the diseased tree on your property that we previously discussed. The agreement states that the City will remove the tree from your property and then assess the cost through a special assessment on your property taxes for five years. You don't need to do anything other than signing the agreement – the amount will simply be added to your normal property tax statements.

The special assessment will be in the amount of \$2236.50, divided into five installments, with an interest rate of 5% per year. The amount is based on the cost quoted to the City by the tree removal company. Due to the way the interest is calculated, your first few installments will be larger than the later ones. You have the option to pay off the remaining amount of the assessment at any time, and also can choose to pay off the entire amount of the assessment within 30 days of the work without accruing any interest. However, after 30 days, the interest is assessed for the entire calendar year at a time. Please also note that all records and information will be kept by Ramsey County, so after the initial 30 day period, questions should be addressed there.

Please sign the agreement in the presence of a notary and return it to City Hall by January 11th. The Council will consider it at their meeting on January 22nd. There is a notary at City Hall who can witness your signature free of charge. If you have any questions, please feel free to call me or Rick Getschow, City Administrator at City Hall at 651-631-0300.

Sincerely,

Shannon Goyette
Deputy Clerk, City of Lauderdale

PETITION AND WAIVER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200_, by and between the city of Lauderdale, a Minnesota municipal corporation (the "City"), and Daniel J. Lange and Anneliese M. Lange, husband and wife ("Owner");

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Lauderdale, Ramsey County, Minnesota, which property is legally described on Exhibit A attached hereto (the "Subject Property"); and WHEREAS, the Subject Property contains a diseased tree which the City has determined poses a risk to the community and needs to be removed; and WHEREAS, the Owner has declined to remove the tree themselves and has requested that the City remove the tree and agreed to pay special assessments levied against the Subject Property;

and

WHEREAS, the City has agreed to remove the diseased tree from the Subject Property (the "Improvement"); and WHEREAS, the Subject Property will be benefited by the Improvement; and

WHEREAS, the City is willing to levy the Special Assessments against the Subject Property without notice or hearing provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have valid and collectable Special Assessments as they relate to the Subject Property; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not levy the Special Assessments without such notice and hearing and is doing so solely at the best, and for the benefit of, the Owner.

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CITY AND

THE OWNER AS FOLLOWS:

1. The Owner represents and warrants that they are the fee owners of the Subject Property and that they have full legal power and authority to encumber the Subject Property as herein provided.

2. The Owner requests that, following removal of the diseased tree, Special Assessments in the principal amount of \$2,236.50 be levied against the Subject Property pursuant to Minn. Stat, Section 429.101. The Special Assessments shall be payable in five annual installments with interest calculated at the rate of 5 percent per annum. The Special Assessments shall accrue interest from the date on which the improvement is made. The Owner may prepay the Special Assessments without interest if payment is made in full to the City within 30 days of the date the improvement is made.

3. The Owner waives notice of hearing and hearing on the Special Assessments and specifically request that the Special Assessments be assessed against the Subject Property without notice of hearings or hearings in accordance with this Agreement.

4. The Owner waives the right to appeal the assessment of the Special Assessments in accordance with this Agreement pursuant to Minn. Stat. Chapter 429, or otherwise, and further specifically agrees with respect to such Special Assessments against the Subject Property that:

a. Any requirements of Minn. Stat., Chapter 429 with which the City has not or does not comply are hereby waived by the Owner; and

b. The increase in fair market value to the Subject Property resulting from the improvement will be at least equal to the amount of the Special Assessments assessed against the Subject Property, and that such increase in fair market value was a special benefit of the Subject Property.

5. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Subject Property and bind all successors in interest hereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Ramsey County, Minnesota, and they agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.

6. This Agreement shall terminate upon the final payment of the Special Assessments assessed against the Subject Property regarding the Improvement. At the request of the Owner, the City shall execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder upon receipt of such final payment.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNERS

Daniel J. Lange

Anneliese M. Lange

STATE OF MINNESOTA)
) SS.
) COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by Daniel J. Lange and Anneliese M. Lange, husband and wife.

Notary Public

THIS INSTRUMENT DRAFTED BY:
KENNEDY & GRAVEN, CHARTERED
470 Pillsbury Center
200 South Sixth Street
Minneapolis MN 55402
(612) 337-9300 (RHB)

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by Jeffrey Dains and Rick Getschow, the mayor and city administrator, respectively, of the city of Lauderdale, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

By _____
Rick Getschow, City Administrator

By _____
Jeffrey Dains, Mayor

CITY OF LAUDERDALE

Notary Public

EXHIBIT A

Legal Description

The Subject Property is legally described as follows:

Lot 21, Block 1, Manuel's Re-Arrangement, Ramsey County, Minnesota.

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.631.0300 Fax: 651.631.2066

December 28th, 2001

Jennifer C. Drobac
2401 Larpentaur Avenue
Lauderdale, MN 55113

Enclosed is the petition and waiver agreement for the removal of the diseased tree on your property that we previously discussed. The agreement states that the City will remove the tree from your property and then assess the cost through a special assessment on your property. You don't need to do anything other than signing the agreement – the amount will simply be added to your normal property tax statement.

The special assessment will be in the amount of \$266.25, with an interest rate of 5% for the year. The amount is based on the cost quoted to the City by the tree removal company. You can choose to pay of the entire amount of the assessment within 30 days of the work without accruing any interest. However, after the 30 days, the entire year's interest will be assessed. Please also note that all records and information will be kept by Ramsey County, so after the initial 30 day period, questions should be addressed there.

Please sign the agreement in the presence of a notary and return it to City Hall by January 1st. The Council will consider it at their meeting on January 22nd. There is a notary at City Hall who can witness your signature free of charge. If you have any questions, please feel free to call me or Rick Getschow, City Administrator at City Hall at 651-631-0300.

Sincerely,

Shannon Goyette
Deputy Clerk, City of Lauderdale

PETITION AND WAIVER AGREEMENT

THIS AGREEMENT made this _____ day of _____, 200_, by and between the city of Lauderdale, a Minnesota municipal corporation (the "City"), and Jennifer C. Drobac ("Owner");

WITNESSETH:

WHEREAS, the Owner is the fee owner of certain real property located in Lauderdale, Ramsey County, Minnesota, which property is legally described on Exhibit A attached hereto (the

"Subject Property"); and

WHEREAS, the Subject Property contains a diseased tree which the City has determined poses a risk to the community and needs to be removed; and

WHEREAS, the Owner has declined to remove the tree herself and has requested that the City remove the tree and agreed to pay special assessments levied against the Subject Property; and

WHEREAS, the City has agreed to remove the diseased tree from the Subject Property (the "Improvement"); and

WHEREAS, the Subject Property will be benefited by the Improvement; and

WHEREAS, the City is willing to levy the Special Assessments against the Subject Property without notice or hearing provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have valid and collectable Special Assessments as they relate to the Subject Property; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not levy the Special Assessments without such notice and hearing and is doing so solely at the best, and for the benefit of, the Owner.

IN WITNESS WHEREOF, the parties have set their hands the day and year first written above.

OWNER

Jennifer C. Drobac

) STATE OF MINNESOTA
)
) SS.
) COUNTY OF RAMSEY

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by Jennifer C. Drobac, a single person.

Notary Public

NOW, THEREFORE, IT IS HEREBY AGREED BY AND BETWEEN THE CITY AND THE

OWNER AS FOLLOWS:

1. The Owner represents and warrants that she is the fee owner of the Subject Property and that she has full legal power and authority to encumber the Subject Property as herein provided.
2. The Owner requests that, following removal of the diseased tree, Special Assessments in the principal amount of \$266.25 be levied against the Subject Property pursuant to Minn. Stat., Section 429.101. The Special Assessments shall be payable in a single annual installment with interest calculated at the rate of 5 percent per annum. The Special Assessments shall accrue interest from the date on which the improvement is made. The Owner may prepay the Special Assessments without interest if payment is made in full to the City within 30 days of the date the improvement is made.
3. The Owner waives notice of hearing and hearing on the Special Assessments and specifically request that the Special Assessments be assessed against the Subject Property without notice of hearings or hearings in accordance with this Agreement.
4. The Owner waives the right to appeal the assessment of the Special Assessments in accordance with this Agreement pursuant to Minn. Stat. Chapter 429, or otherwise, and further specifically agrees with respect to such Special Assessments against the Subject Property that:
 - a. Any requirements of Minn. Stat., Chapter 429 with which the City has not or does not comply are hereby waived by the Owner; and
 - b. The increase in fair market value to the Subject Property resulting from the improvement will be at least equal to the amount of the Special Assessments assessed against the Subject Property, and that such increase in fair market value was a special benefit of the Subject Property.
5. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Subject Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Ramsey County, Minnesota, and they agree to make any changes in this Agreement which may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.
6. This Agreement shall terminate upon the final payment of the Special Assessments assessed against the Subject Property regarding the Improvement. At the request of the Owner, the City shall execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder upon receipt of such final payment.

CITY OF LAUDERDALE

By _____
Jeffrey Dains, Mayor

By _____
Rick Getschow, City Administrator

STATE OF MINNESOTA)
) SS)
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 200_, by Jeffrey Dains and Rick Getschow, the mayor and city administrator, respectively, of the city of Lauderdale, a municipal corporation under the laws of Minnesota, on behalf of the municipal corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

KENNEDY & GRAVEN, CHARTERED
470 Pillsbury Center
200 South Sixth Street
Minneapolis MN 55402
(612) 337-9300 (RHB)

Legal Description

EXHIBIT A

The Subject Property is legally described as follows:

Lot 11, Block 2, Manuel's Re-Arrangement, Ramsey County, Minnesota.

Lauderdale City Council Memorandum

Council Meeting Date: January 22, 2002

To: Mayor and City Council

From: Rick Getschow, City Administrator

Agenda Item: Use of Work Sessions

BACKGROUND:

At the City Council meeting of January 8th, the Council briefly discussed the use of work sessions. For the past several years, the Council has not conducted work sessions to consider non-business discussion items. Currently, these discussions have customarily been items at the end of, but still during, the business portion of the Council agenda.

Other City Council's typically conduct separate meetings or adjourn to separate meetings for work sessions where there is a discussion of city issues that are not to the point of requiring any official Council action. Below is a brief sampling of how other area City's conduct work sessions.

City	Regular meetings	Work sessions
Roseville	2 nd and 4 th Mondays	3 rd Monday
Falcon Heights	2 nd and 4 th Wednesdays	following the business portion either meeting; or the 1 st Wednesday of the month (if needed).
Little Canada	2 nd and 4 th Wednesdays	following the business portion of the 2 nd Wednesday meeting
St. Anthony	2 nd and 4 th Mondays	following the business portion of the 2 nd Monday meeting

Points to consider regarding the use of work sessions:

- The Council would most likely not be able to completely replace a regular meeting with a work session meeting since we still need two meetings a month for business items, such as for the approval of claims.
- The Council also should probably not consider adding a third meeting in a month to be a work session meeting since the regular agendas currently contain what would normally be considered work session items.
- Considering the two above points, the Little Canada and Saint Anthony model may be the most appropriate if the Council chooses to conduct work sessions.
- The City Code regarding City Council meetings actually states that work sessions will occur as part of the first meeting in a given month. Even though this practice has not been followed, an ordinance revision may not be necessary if the Council chooses to conduct work sessions. In fact, to a certain degree, the Council would be acting in line with what the City Code has stated.