

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, FEBRUARY 9, 2016
LAUDERDALE CITY HALL, 1891 WALNUT STREET

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 THE MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the January 26, 2016 City Council Meeting
 - c. Claims Totaling \$104,085.15
4. **CONSENT**
 - a. Resolution 020916A Approving the Joint Powers Agreement with Ramsey County for New Voting System Acquisition and Operation
 - b. Resolution 020916B Government/Municipal/Public Funds Banking Resolution
 - c. Recreation Agreement with City of Falcon Heights
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
7. **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.

8. **DISCUSSION / ACTION ITEMS**
 - a. Hen Chicken Permit Application, 1736 Malvern Street
 - b. Approve Payment of 1821 Eustis Street
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Approving Bids and Specs for 2016 Public Works Projects
 - b. Community Events Planning with PCIC
 - c. Ramsey County Commissioner McGuire – March 8
 - d. Cable Discussion - March 8
 - e. Annual Police Report – March 22
12. **WORK SESSION**

a. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting, 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 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 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.

b. Community Development Update

13. **CLOSED SESSION**

a. Discuss Union Contract Proposal

14. **ADJOURNMENT**

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

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January 26, 2016

Mayor Dains called the Regular City Council meeting to order at 7:33 p.m.

Councilors present: Mayor Jeff Dains, Mary Gaasch, Roxanne Grove, and Lara Mac Lean.
Councilors absent: Denise Hawkinson.

Staff present: Heather Butkowski, City Administrator and Jim Bownik, Assistant City Administrator.

Approvals

Mayor Dains asked for changes to the meeting agenda. There being none, motion was made by Councilor Gaasch to approve the agenda, seconded by Councilor Mac Lean and carried unanimously.

Councilor Gaasch moved to approve the City Council meeting minutes of January 12, 2016. Councilor Grove seconded the motion and carried unanimously.

Councilor Mac Lean moved and seconded by Councilor Grove to approve the claims totaling \$27,582.48. Motion carried unanimously.

Consent

Mayor Dains asked if any Councilors wished to remove items from the Consent Agenda. There being none, Councilor Gaasch moved and seconded by Councilor Mac Lean to approve the Consent Agenda thereby approving December Financial Report, Quarterly Investment Report, Phased Retirement Agreement and Resolution 012616A Authorizing 2015 Transfer of City Funds. Motion carried unanimously.

Informational Presentations/Reports

A. MnDOT Presentation Regarding 2016 Improvements for Trunk Highway 280

Minnesota Department of Transportation spokesperson Marcell Walker, project manager, addressed the Council regarding the mill and overlay of Trunk Highway 280 with the project scope being south of the Como Avenue exit north to Interstate 35W/ Highway 36. The timeline for construction is May to July consisting of three phases and involving ramp closures at Como Avenue and Larpenteur Avenue. Additionally, the work schedule will include nights and weekends.

The benefits of the project are reduction in congestion by improving the layout of the ramp and putting in place a zipper merge from northbound Highway 280 to northbound I-35W, increase safety by replacing guardrail and adding concrete median barrier, provide a smoother ride, improve drainage and extend service life of roadway, bridges, and drainage system.

LAUDERDALE CITY COUNCIL
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Lauderdale City Hall
1891 Walnut Street
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January 26, 2016

Discussion / Action Items

A. Purchase 1821 Eustis Street

Mayor Dains noted that Council had held several closed sessions regarding negotiations to purchase 1821 Eustis Street.

City Administrator Butkowski noted that the Council had established a goal improving housing stock. The City has attempted to purchase other foreclosed property without success. Federal Home Loan Mortgage Corporation accepted the City's offer of \$87,000 based on the final letter of intent drafted by City Attorney Batty. Motion was made by Councilor Gaasch authorizing the mayor and city administrator to execute the purchase agreement for 1821 Eustis Street. Motion carried unanimously on a roll call vote.

B. Resolution 012616B Authorizing an Interfund Loan for Advance of Certain Costs in Connection with a Tax Increment Financing District

Administrator Butkowski reviewed the resolution noting that it is required should the City desire to establish a tax increment financing district in the future and reimburse itself for costs incurred with acquiring properties. The resolution must be adopted prior to incurring expenditures. Motion was made by Councilor Gaasch and seconded by Councilor Grove to adopt Resolution 012616B Authorizing an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District. Motion carried unanimously on a roll call vote.

C. Mutual Aid Agreement for Automatic Fire Department Dispatch

Fire departments within Ramsey County have been preparing a new mutual aid agreement that would capitalize on the CAD system implemented by Ramsey County. The agreement would allow the 911 call center to dispatch the closest emergency response unit to the address. Administrator Butkowski stated that the City does not have to sign the agreement because Falcon Heights provides fire services for Lauderdale.

City administrator noted the next meeting may include the Benedictine Health System Conduit Debt. City Administrator Butkowski noted that Ramsey County Commissioner McGuire will attend the March 8 meeting and the Annual Police Report is scheduled for March 22.

Work Session

A. Public Comment

Anne Feider of 1698 Eustis Street inquired as to the acquisition of 1821 Eustis Street and Council plans for its future. Also, Ms. Feider questioned the brightness of the decorative lights on Larpenteur Avenue.

B. City Council By-Laws

Mayor Dains reviewed discussions with City Administrator Butkowski about making the meetings more efficient by eliminating polling council members and following Roberts Rules of Order more closely.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
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January 26, 2016

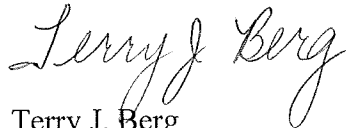
C. Community Update

Administrator Butkowski reviewed discussion with MnDOT regarding their parcel and fence on Walnut Street by the City park. MnDOT is considering several options including selling the parcel to the City or granting a permanent easement and moving the fence.

Mayor Dains noted that the Deluxe Corporation is granting \$500,000 for redevelopment to small cities which City Administrator Butkowski to research.

There being no further business on the council agenda, motion was made by Councilor Mac Lean and seconded by Councilor Grove, carried unanimously, to adjourn the meeting at 8:40 p.m.

Respectfully submitted,



Terry J. Berg
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

February 9, 2016 City Council Meeting

Payroll

01/29/16 Payroll:	Direct Deposit # 502159-502171	\$10,490.21
01/29/16 Payroll:	Payroll Liabilities, E-payments 1071E-1074E	\$7,740.83

Vendor Claims

02/09/16 Claims:	Check #'s 23180-23182	\$12,183.95
02/09/16 Claims:	Check #'s 23183-23201	\$73,563.16
02/09/16 Claims:	Check # 23202	\$107.00

SUBTOTAL \$104,085.15

Total Claims for Approval

\$104,085.15

LAUDERDALE, MN

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Payments

Current Period: JANUARY 2016

Batch Name	012916PR				
Payment		Computer Dollar Amt	\$7,740.83	Posted	
Refer	5222 ICMA RETIREMENT TRUST - 457	Ck#	001071E 1/29/2016		
Cash Payment	G 101-21705 ICMA RETIREMENT		January 29 2016 Payroll		\$1,476.45
Invoice	102103048		1/29/2016		
Transaction Date	1/29/2016	Due 0	NORTH STAR CHE 10100	Total	\$1,476.45
Refer	5223 MN DEPARTMENT OF REVENUE	Ck#	001072E 1/29/2016		
Cash Payment	G 101-21702 STATE WITHHOLDING		January 29 2016 Payroll		\$588.19
Invoice			1/29/2016		
Transaction Date	1/29/2016	Due 0	NORTH STAR CHE 10100	Total	\$588.19
Refer	5224 NORTH STAR BANK, CHECKING S	Ck#	001073E 1/29/2016		
Cash Payment	G 101-21701 FEDERAL TAXES		January 29 2016 Payroll		\$1,368.86
Invoice			1/29/2016		
Cash Payment	G 101-21703 FICA WITHHOLDING.		January 29 2016 Payroll		\$2,482.98
Invoice			1/29/2016		
Transaction Date	1/29/2016	Due 0	NORTH STAR CHE 10100	Total	\$3,851.84
Refer	5225 PERA	Ck#	001074E 1/29/2016		
Cash Payment	G 101-21704 PERA		January 29 2016 Payroll		\$1,824.35
Invoice			1/29/2016		
Transaction Date	1/29/2016	Due 0	NORTH STAR CHE 10100	Total	\$1,824.35

Fund Summary

	10100 NORTH STAR CHECKING	
101 GENERAL		\$7,740.83
		\$7,740.83

Pre-Written Check	\$7,740.83
Checks to be Generated by the Computer	\$0.00
Total	\$7,740.83

CITY OF LAUDERDALE

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FEBRUARY 2016

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk# 023180	2/9/2016	CROIX OIL			
E 602-49100-212		MOTOR FUELS	\$37.42	440254	December Fuel
E 601-49000-212		MOTOR FUELS	\$37.43	440254	December Fuel
E 101-43000-212		MOTOR FUELS	\$174.65	440254	December Fuel
		Total CROIX OIL	\$249.50		
10100 NORTH STAR CHECKING					
Paid Chk# 023181	2/9/2016	KENNEDY & GRAVEN			
E 101-41500-305		LEGAL FEES - CIVIL	\$8,919.63	129705	2520 Larpenteur Avenue Enforcement
		Total KENNEDY & GRAVEN	\$8,919.63		
10100 NORTH STAR CHECKING					
Paid Chk# 023182	2/9/2016	RAMSEY COUNTY, PROP REC & REV			
E 101-41100-352		PUBLIC INFORMATION NOTICE	\$166.27	PRRLG-00152	Truth in Taxation Cost Share
E 101-43000-313		SNOW & ICE REMOVAL	\$2,848.55	PUBW-015258	December 2015 Snowplowing
		Total RAMSEY COUNTY, PROP REC & REV	\$3,014.82		
		10100 NORTH STAR CHECKING	\$12,183.95		

Fund Summary

Fund	Amount
10100 NORTH STAR CHECKING	
101 GENERAL	\$12,109.10
601 SEWER UTILITIES	\$37.43
602 STORM SEWER ENTERPRISE FUND	\$37.42
	\$12,183.95

CITY OF LAUDERDALE

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FEBRUARY 2016

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk#	Date	Payee	Check Amt	Invoice	Comment
8TH DAY LANDSCAPING LLC					
023183	2/9/2016	8TH DAY LANDSCAPING LLC			
E 101-43000-313		SNOW & ICE REMOVAL	\$645.00	4053	January Snow Removal
Total 8TH DAY LANDSCAPING LLC			\$645.00		
AFSCME					
023184	2/9/2016	AFSCME			
G 101-21709		UNION DUES	\$143.40	January	January Union Dues
Total AFSCME			\$143.40		
CITY OF ST ANTHONY					
023185	2/9/2016	CITY OF ST ANTHONY			
E 101-42100-319		POLICE CONTRACT	\$54,418.83	3361	February Police Contract
Total CITY OF ST ANTHONY			\$54,418.83		
CROIX OIL					
023186	2/9/2016	CROIX OIL			
E 101-43000-212		MOTOR FUELS	\$123.10	440550	January Fuel
E 601-49000-212		MOTOR FUELS	\$26.38	440550	January Fuel
E 602-49100-212		MOTOR FUELS	\$26.38	440550	January Fuel
Total CROIX OIL			\$175.86		
EUREKA RECYCLING					
023187	2/9/2016	EUREKA RECYCLING			
E 203-50000-389		RECYCLING CONTRACTOR	\$2,396.16	15693	January Recycling
E 203-50000-389		RECYCLING CONTRACTOR	\$188.08	15693	Revenue Share Processing Fee
Total EUREKA RECYCLING			\$2,584.24		
G & K SERVICES					
023188	2/9/2016	G & K SERVICES			
E 602-49100-425		CLOTHING	\$18.91	2277524-01	January Uniforms
E 601-49000-425		CLOTHING	\$18.91	2277524-01	January Uniforms
Total G & K SERVICES			\$37.82		
GOPHER STATE ONE CALL					
023189	2/9/2016	GOPHER STATE ONE CALL			
E 101-43400-386		GOPHER STATE ONE CALL	\$100.00	6000501	2016 Annual Facility Operator Fee
Total GOPHER STATE ONE CALL			\$100.00		
HAMLIN UNIVERSITY - GLOBAL ED					
023190	2/9/2016	HAMLIN UNIVERSITY - GLOBAL ED			
E 602-49100-438		DUES & SUBSCRIPTIONS	\$500.00	2016	2016 Metro Watershed Partnership Membership
Total HAMLIN UNIVERSITY - GLOBAL ED			\$500.00		
LEAGUE OF MINNESOTA CITIES					
023191	2/9/2016	LEAGUE OF MINNESOTA CITIES			
E 101-41200-308		TRAINING & EDUCATION	\$20.00	225906	Safety & Loss Control Workshop - H Butkowski
Total LEAGUE OF MINNESOTA CITIES			\$20.00		
LILLIE SUBURBAN NEWS					
023192	2/9/2016	LILLIE SUBURBAN NEWS			
E 101-41200-352		PUBLIC INFORMATION NOTICE	\$112.20		2016 Summary Budget Statement
E 101-41100-352		PUBLIC INFORMATION NOTICE	\$39.60		2016 Annual Meeting Schedule
Total LILLIE SUBURBAN NEWS			\$151.80		
MAMA					
023193	2/9/2016	MAMA			
E 101-41200-438		DUES & SUBSCRIPTIONS	\$45.00	2047	2016 Membership Dues - HB

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		Check Amt	Invoice	Comment
Total MAMA		\$45.00		
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Paid Chk#	023194	2/9/2016	MET COUNCIL ENVIRONMENTAL SERV	
E 601-49000-387	WATER TREATMENT SERVICE	\$11,602.32	1051821	March Wastewater Treatment
Total MET COUNCIL ENVIRONMENTAL SERV		\$11,602.32		
<hr/>				
Paid Chk#	023195	2/9/2016	NORTH STAR BANK, PETTY CASH	
E 101-41200-331	TRAVEL EXPENSE	\$15.00		SRA Meeting Lunch - HB
E 101-41200-331	TRAVEL EXPENSE	\$15.00		SRA Meeting Lunch - TB
E 101-43000-202	PERMANENT SUPPLIES	\$3.94		City Hall Light Bulbs
Total NORTH STAR BANK, PETTY CASH		\$33.94		
<hr/>				
Paid Chk#	023196	2/9/2016	PARK SERVICE INC	
E 101-43000-402	CITY TRUCK REPAIR/MAINTEN	\$577.88	96168	2006 Ford Repair
Total PARK SERVICE INC		\$577.88		
<hr/>				
Paid Chk#	023197	2/9/2016	POSTMASTER - STAMPS	
E 101-41200-203	POSTAGE	\$98.00		2 Rolls Stamps - AP TIN
Total POSTMASTER - STAMPS		\$98.00		
<hr/>				
Paid Chk#	023198	2/9/2016	RAMSEY COUNTY, PROP REC & REV	
E 101-42100-442	MISCELLANEOUS	\$6.24	EMCOM-0049	January Fleet Support
E 101-42100-318	911 DISPATCH	\$1,177.13	EMCOM-0049	January 911 Dispatch
E 101-42100-318	911 DISPATCH	\$254.03	EMCOM-0049	January 911 Dispatch CAD
G 101-21706	HEALTH INSURANCE	\$431.78	RISK-001769	February Insurance Premiums
E 101-41200-355	PRINTING SERVICES	\$25.00	RISK-001769	February Insurance Premiums
Total RAMSEY COUNTY, PROP REC & REV		\$1,894.18		
<hr/>				
Paid Chk#	023199	2/9/2016	ST PAUL REGIONAL WATER SERVICE	
E 101-43000-382	WATER UTILITIES	\$56.20		1891 Walnut St
E 601-49000-382	WATER UTILITIES	\$20.53		1915 Walnut St
E 101-45200-382	WATER UTILITIES	\$140.51		1885 Fulham St
E 101-43000-382	WATER UTILITIES	\$39.09		2430 Larpenteur Ave W
Total ST PAUL REGIONAL WATER SERVICE		\$256.33		
<hr/>				
Paid Chk#	023200	2/9/2016	WASTE MANAGEMENT	
E 101-43000-384	REFUSE DISPOSAL	\$231.88	7318487-0500-	February Public Works
Total WASTE MANAGEMENT		\$231.88		
<hr/>				
Paid Chk#	023201	2/9/2016	WAUSAU TILE INC.	
E 101-45200-202	PERMANENT SUPPLIES	\$46.68	497308	Dome Top Refuse Container Cover
Total WAUSAU TILE INC.		\$46.68		
10100 NORTH STAR CHECKING		\$73,563.16		

CITY OF LAUDERDALE

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Fund Summary

10100 NORTH STAR CHECKING

101 GENERAL	\$58,765.49		
203 RECYCLING	\$2,584.24		
601 SEWER UTILITIES	\$11,668.14		
602 STORM SEWER ENTERPRISE FUND	\$545.29		
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	\$73,563.16		

CITY OF LAUDERDALE

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FEBRUARY 2016

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10100 NORTH STAR CHECKING

Paid Chk# 023202 2/5/2016 CITY OF FALCON HEIGHTS

E 101-45200-371 NON-RESIDENT REIMBURSEM \$107.00 2015 Recreation Reimbursement

Total CITY OF FALCON HEIGHTS \$107.00

10100 NORTH STAR CHECKING \$107.00

Fund Summary

10100 NORTH STAR CHECKING

101 GENERAL \$107.00

\$107.00

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date February 9, 2016

ITEM NUMBER Joint Powers Agreement with
Ramsey County for New Voting Equipment Acquisition and Operation

STAFF INITIAL TJB 

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Previously, the City Council approved the Hart Verity voting system for use at the November election in 2015. The due process at Ramsey County took longer than anticipated so the old voting equipment was used.

Ramsey County has since approved the purchase of the Hart Verity voting system and revised the Joint Powers Agreement for election costs and operation. The cost to the City is less than estimated in 2015 with the cost being \$7,695.00 for the voting machine and license which can be paid over five years at 2% interest. The estimated annual operating costs with absentee voting is \$759.34 for 2016.

OPTIONS:

STAFF RECOMMENDATION:

Approve resolution.

COUNCIL ACTION:

Adopt Resolution 020916A Approving the Joint Powers Agreement with Ramsey County for New Voting System Acquisition and Operation.

RESOLUTION 020916A

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

**APPROVING THE JOINT POWERS AGREEMENT WITH RAMSEY COUNTY
FOR NEW VOTING SYSTEM ACQUISITION AND OPERATION**

WHEREAS, Minnesota Statutes §206.58, subdivision 1 authorizes cities to use voting systems at their elections, subject to the approval of the County; and

WHEREAS, Ramsey County has authorized the use of the Hart Verity voting system for all elections beginning 2016 and all elections conducted thereafter.

NOW, THEREFORE, BE IT RESOLVED, that the Hart Verity voting system is hereby authorized for use in all elections conducted in the City of Lauderdale beginning 2016 and thereafter; and

BE IT FURTHER RESOLVED, that the Mayor and City Clerk are directed to execute the Joint Powers Agreement with Ramsey County; and

BE IT FURTHER RESOLVED, that the City Clerk is directed to transmit a copy of the executed Joint Powers Agreement to Ramsey County Elections Office.

Adopted by the City of Lauderdale this 9th day of February, 2016.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

**JOINT POWERS AGREEMENT FOR
NEW VOTING SYSTEM ACQUISITION AND OPERATION**

This Agreement is made by and between Ramsey County, through the Ramsey County Elections Office (hereinafter "County"), and the cities of Arden Hills, Falcon Heights, Gem Lake, Lauderdale, Little Canada, Maplewood, Mounds View, New Brighton, North Oaks, North St. Paul, Roseville, St Anthony, St. Paul, Shoreview, Vadnais Heights, and White Bear Lake and White Bear Township (collectively referred to as the "Municipalities").

WHEREAS, the County and the Municipalities ("Parties") are "governmental units" as defined in Minn. Stat. §471.59; and

WHEREAS, pursuant to Minn. Stat. §471.59, the Parties, through actions of their governing bodies, are authorized to enter into a joint powers agreement for the exercise of commonly held or similar powers; and

WHEREAS, the Parties entered into a Joint Powers Agreement in 2001 for the purchase and operation of a new voting system, with a ten year term and automatic two year extensions; and

WHEREAS, pursuant to the provisions of the 2001 Joint Powers Agreement, the County prepares ballots and compiles election results for all state, federal, county, municipal and school district elections for the Municipalities; and

WHEREAS, efficient ballot preparation and the timely compilation of election results depend upon the use of a uniform voting system throughout the County, and the use of a uniform voting system for all elections enhances election judge and voter understanding of the voting process and helps to provide equitable treatment for all voters, regardless of the type of election; and

WHEREAS, Congress mandated the use of an assistive ballot marking device in all polling places and in-person absentee voting locations for use by voters with disabilities, through enactment of the Help America Vote Act of 2002 ("HAVA"); and

WHEREAS, the Minnesota Legislature mandated the central counting of all absentee ballots under uniform state laws and procedures in Laws of Minnesota 2010, Chapter 194, effective in 2010; and

WHEREAS, the Parties have reached agreement on the need to replace the existing voting system and the funding formula for the new voting system; and

WHEREAS, the County Board has approved a contract with Hart Intercivic of Austin, TX for the purchase and use of a new voting system for deployment in 2016;

NOW, THEREFORE, in consideration of the mutual undertakings and agreements hereinafter set forth, the parties agree as follows:

I. PURPOSE

The purpose of this Joint Powers Agreement is to establish and describe the roles and responsibilities of the County and the Municipalities in connection with the acquisition, implementation, and operation of a new voting system for use throughout Ramsey County ("Project"), including equipment that will be owned and operated by the County and equipment that will be owned and operated by the Municipalities.

II. COUNTY ROLES AND RESPONSIBILITIES-SYSTEM IMPLEMENTATION

A. General

The County will provide the services, materials, and equipment necessary to procure and implement a replacement voting system ("System") in Ramsey County, including software, hardware, materials, ballot printing, and other services as further described in this Agreement. Services may be provided directly by County staff or by outside vendors, as determined by the County.

B. System Description

The System will have the following functionalities:

1. The capability to create ballot styles for each precinct based on the appropriate contests and candidates and to generate ballots by either creating a print file that may be sent to a vendor or by printing ballots in the County offices;
2. The capability to program memory devices for each precinct for an election that will, when inserted into a ballot counter or ballot marking device, properly record the votes on ballots cast in that precinct, reject ballots that are not from that precinct or which do not have the proper validation marks, return to the voter ballots which contain an overvote or a crossover vote, and perform all other actions required by the Minnesota election law;
3. The capability to count absentee ballots at a central location in the County or at one or more Municipalities, at the option of each of the Municipalities, and to generate reports noting the number of absentee ballots counted for each precinct;

4. The capability to accumulate votes on ballot counters located in each precinct on election day, at other locations prior to election day, and from absentee ballot counting centers, to protect voted ballots in a sealed ballot box; to generate paper tapes of election results for review and certification by election judges; and to electronically upload or transmit election results to the County; and
5. The capability to compile election results from electronically transmitted files from each precinct through use of the memory device which recorded votes from the precinct and/or from the election results tape; to create an election results database that may be used for displaying results on the County website; and to generate needed reports for certification of election results.

C. System Equipment

The County will purchase System hardware and software (collectively referred to as the "System Equipment") as initially needed for use of the System by the County and the Municipalities. The System Equipment to be purchased by the County for implementation of the System under the terms of this Agreement is listed as the System Equipment Costs – Total in the System Equipment List, attached hereto and made a part of this Agreement as Appendix A.

D. Implementation Services

1. The County will provide services, including training, related to the implementation of the System by the County and the Municipalities, as described in Appendix B - Implementation Services, attached hereto and made a part of this Agreement.
2. The County will provide implementation project management services through a Project Manager. Joseph Mansky, or his designee, shall serve as Project Manager for the County.
3. The goal is to have the System implemented and ready for use by the County and the Municipalities in time for the 2016 state primary. At the discretion of the County, the implementation of the System may be delayed for initial use at the 2016 state general election or a future election.

III. COUNTY ROLES AND RESPONSIBILITIES-POST IMPLEMENTATION OPERATING SERVICES

A. General

Following System implementation, the County will perform the duties described in Sections III. B. through E. (collectively, "Operating Services") either directly by County staff or by outside vendors, as determined by the County.

B. System Administration

The County will:

1. maintain all licenses and agreements from the vendor(s) necessary to operate the System;
2. obtain and implement all required software updates needed to operate the System in compliance with the requirements of the Minnesota election law;
3. perform diagnostic testing of ballot counters and ballot marking devices to ensure the proper functioning of all equipment;
4. provide election programming needed to generate ballots and program memory devices that allow the ballot counters to correctly record votes; and
5. accumulate and report election results cast on the ballot counters for all elections.

C. Warranty Services

1. Warranty services will be provided by the System vendor(s) in accordance with the warranty provisions contained in the contracts between the County and the System vendor(s).
2. The County shall obtain and enforce all System warranties, including warranties on equipment owned by the Municipalities paid for under the terms of this Agreement. All requests for warranty services shall be made by the Municipalities to the County.

D. Post-Warranty Maintenance Services

Maintenance services will be provided following expiration of the warranty period(s) in accordance with the provisions of the maintenance agreement(s) between the County and the System vendor(s).

1. The County will enter into a contract with the System vendor(s) for System maintenance services to be provided directly to the County. The County will manage the provision of maintenance services for the Municipalities.
2. Maintenance services shall include, at minimum, the following:
 - a. Preventative maintenance: inspect and clean all ballot counters and ballot counting devices, including the read heads, printers, motors and other related components.
 - b. Repairs: make basic repairs to ballot counters and ballot marking devices as needed; the County will maintain or obtain spare parts for this purpose.
 - c. Equipment Replacement: replace ballot counters, ballot marking devices and related hardware and components on an as needed basis in the case of complete or un-repairable equipment failure.

E. Ongoing Services

1. The County will provide the Municipalities with a set of test ballots (also known as the test deck) and pre-audited test results for each precinct in every election.
2. The County will provide ballot layout, printing and memory device programming as follows:
 - a. Ballot layout – no cost to Municipalities for all elections
 - b. Ballot printing
 - 1) State and county elections – no cost to Municipalities
 - 2) Other elections – printing cost attributable to Municipal and/or School District offices and questions paid by

Municipalities and/or School Districts using cost formula provided by the Secretary of State

- c. Memory device programming – no cost to Municipalities for all elections
3. The County will provide each Municipality with the hardware and software necessary to administer absentee voting for all elections. Each Municipality will have the choice of one of the following options:
 - a. make arrangements for the County to accept/reject, process and count all the absentee ballots for the Municipality;
 - b. accept/reject its own absentee ballots and make arrangements for the County to process and count the absentee ballots for the Municipality;
 - c. accept/reject, process and count its own absentee ballots.
4. The County will provide the Municipalities with the County's costs for options 3. a. and b. (above) no later than 24 weeks before the first election for which the System will be used and no later than 16 weeks before the date established in state law to begin absentee voting in subsequent years. Each Municipality shall inform the County in writing of its initial choice no later than 20 weeks before the first election for which the System will be used. Each Municipality shall notify the County in writing of any changes desired for its choice in subsequent years no later than 12 weeks before the date established in state law to begin absentee voting for a primary in a given year.
5. The County will provide inspection and replacement of consumable supplies.
6. Election Day technical support for the System will be provided by the voting system vendor (up to three days per election), as required by the County.
 - a. Programming and system administration operations
 - b. Ballot counter operations
 - c. Ballot marking device operations
7. Subject to approval by the County, during the term of this Agreement including any extensions, the County shall lease or purchase ballot counters, ballot marking devices, and other hardware and software in addition to those listed in Appendix A, on written request from a Municipality. Payment to

the County by the requesting Municipality shall be made within thirty (30) calendar days from the date of the invoice from the County following delivery of the hardware and/or software to the requesting Municipality.

8. During the term of this Agreement including any extensions, the County may lease or purchase any additional hardware or software that is necessary for the System to:
 - a. comply with the provisions of the Minnesota Election Law;
 - b. facilitate the processing and counting of absentee ballots; or
 - c. otherwise meet demand from the voters.

IV. ROLES AND RESPONSIBILITIES OF THE MUNICIPALITIES

A. Implementation

1. The individual who administers elections for the Municipality shall serve as the Municipality's project implementation liaison with the County. Each Municipality shall provide the name and contact information for the liaison within ten (10) calendar days of final execution of this Agreement.
2. Within thirty (30) calendar days of execution of this Agreement, each Municipality shall notify the County in writing of its plans for payment of the acquisition costs of the ballot counters, ballot marking devices and any other administrative equipment ("Equipment Costs"). Each Municipality may choose from one of the following payment options: a) a one-time reimbursement of costs or b) reimbursement of costs over two or more years, not to exceed a maximum of five years. A Municipality may not revoke its decision at any time after notice has been given to the County.

B. Post-Implementation/Ongoing

1. The Municipalities shall verify that ballots and memory devices tested by the County function accurately in the ballot counters and ballot marking devices that will be used in each election. If a Municipality identifies an error, the County shall correct the error within ten (10) calendar days of notification of the error, if practicable.

2. The Municipalities shall also perform all public accuracy testing provided by law for each election and may request the County's assistance in conducting these tests, at no charge.
3. The Municipalities may not lease or purchase any additional hardware and software during the term of this Agreement or any extensions without the prior approval of the County.
4. Each of the Municipalities shall lease or purchase at least one ballot counter, a ballot marking device, and a ballot box for each precinct in the Municipality.

C. Payment

Each of the Municipalities is responsible for payment in accordance with the provisions of this Agreement.

V. OWNERSHIP/SOFTWARE LICENSE

- A. The County will initially own all System Equipment.
- B. Upon payment in full to the County in accordance with the terms of this Agreement, each of the Municipalities will own the ballot counters, ballot marking devices, and related equipment that were originally purchased by the County under this Agreement; this provision shall not apply to equipment leased by the County. The County will maintain ownership of backup ballot counters and ballot marking devices, the central count ballot counters and any precinct ballot counters that are needed for counting absentee ballots, the memory devices for all ballot counters and ballot marking devices, and the computer hardware and software needed to operate and administer the System.
- C. The County is the sole Licensee of the System software and the Municipalities are users.

VI. WARRANTY

The County makes no representations and extends no warranties with respect to the use of the System and specifically disclaims all other warranties, express or implied, including but not limited to any implied warranty or merchantability or fitness for a particular purpose.

VII. SYSTEM IMPLEMENTATION FUNDING

- A. The County will provide initial financing for the costs of acquisition, installation, and implementation of the System ("Implementation Costs").
- B. As part of the initial financing of the Implementation Costs, the County will apply state grant funds received under the Help America Vote Act and required County matching funds as a setoff against the Implementation Costs.
- C. The Municipalities will provide the funds to reimburse the County for the System Equipment identified as the responsibility of the Municipalities in Appendix A.

VIII. COST ALLOCATION/PAYMENT

A. Cost Allocation-Implementation Costs

- 1. Each of the Municipalities will reimburse the County for the cost of the number of ballot counters, ballot boxes, and ballot marking devices required by that Municipality in accordance with the pricing in Appendix A. A list of the number of ballot counters, ballot boxes, and ballot marking devices for each of the Municipalities and the percentage of the total cost for ballot counters and ballot marking devices to be paid by each of the Municipalities is listed in Appendix C. The total number and each Municipality's percentage of ballot counters and ballot marking devices may be adjusted throughout the term of this Agreement including any extensions.
- 2. For those Municipalities that have elected to pay for the ballot counters, ballot boxes, and ballot marking devices over time, the total amount to be paid will include their proportionate share of any financing costs incurred by the County for the purchase, installation and implementation of the System Equipment, which financing costs will be shared among those Municipalities that have elected to pay over a period from two to five years. The County will charge each Municipality that chooses to finance the purchase of its System Equipment 2% per annum.

B. Cost Allocation-Post-Implementation/Operating Services

- 1. There will be no charge to the Municipalities for ballot layout for all elections, ballot printing for State and county elections or for memory device programming.

2. The Municipalities will pay the County's costs for Operating Services ("Operating Costs") on an annual basis.
3. The Operating Costs will be calculated to include costs for the items listed in Section III.B.-E. of this Agreement and, until repaid in full, the Implementation Costs described in Section VIII.A.2.
4. Except as identified as the responsibility of a Party to this Agreement, annual Operating Costs for Operating Services will be allocated as follows:
 - a. using the percentage of the total number of ballot counters requested by the Municipality as a proportion of the total number of ballot counters requested by all Municipalities for 80%, and using the percentage of the total number of absentee ballots accepted by each Municipality during the four most recent state general elections as a proportion of the total number of absentee ballots accepted in the County for 20%. The County will initially allocate the annual Operating Costs to the Municipalities as illustrated in Appendix C. The annual Operating Costs are subject to change, based on price changes for post-implementation services provided by the System vendor and changes to the costs of licenses and fees required for the County to administer the System, which have been submitted to and approved by the County.
 - b. The allocation will take into account any changes in the number of ballot counters requested by each of the Municipalities and/or the total number of ballot counters.

C. Payments

1. The County shall invoice a Municipality after the initial delivery of County-tested ballot counters, ballot boxes, and ballot marking devices to the Municipality. If a Municipality will pay over a period of 2-5 years, the County will invoice the Municipality its appropriate annual sum along with the invoice for annual Operating Costs. Payment shall be made within thirty (30) calendar days of the date of the invoice.
2. On or about June 1 of each calendar year during the term of this Agreement including any extensions, the County will invoice the Municipalities for their share of Operating Costs for the next calendar year. The total amount of the invoices will be calculated based on the actual Operating Costs incurred by the County in the previous calendar year, with adjustments made to account for increases or decreases in anticipated Operating Costs. The Municipalities

shall make payment to the County within thirty (30) calendar days of the date of the invoice.

3. If the County provides maintenance services through the System vendor on a time and materials basis, a Municipality that requires maintenance services will contact the County for the services and the County will contact the vendor.
4. If requested by a Municipality, the County shall invoice the School District(s) to pay a proportion of the Municipalities' annual cost for Operating Services using either: a) the cost-sharing methodology provided in the Minnesota Election Law; or b) another methodology developed by the County, in consultation with the Municipalities. The County will invoice the School District(s) for their proportion of the costs and payments will be made directly by the School District(s) to the County.
5. Payment of interest and disputes shall be governed by the provisions of Minn. Stat. § 471.425.

D. Proceeds from sale or lease of old equipment

The County shall determine if any existing voting equipment, including but not limited to ballot counters, ballot marking devices and related hardware will be sold or leased in conjunction with the purchase of the System. The County shall apply the proceeds of any sale or lease of existing voting equipment, including but not limited to ballot counters and ballot marking devices, toward the Municipalities' payment of Implementation Costs or Post-Implementation Costs.

IX. PROJECT SCHEDULE

A Project Schedule is attached hereto and made a part of this Agreement as Appendix D. The County may change the schedule set forth in Appendix D as appropriate based on changes in funding sources or the needs of the County.

X. TERM

- A. The term of this Agreement is for a ten (10) year period from the date of final execution by all parties ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.
- B. This Agreement shall be automatically extended for successive two-year terms ("Renewal Terms"), upon the same or better terms, conditions and

covenants, unless a majority of the Municipalities or the County gives notice of their/its intent not to extend at least 180 days prior to expiration of the Initial Term or the then-current Renewal Term.

XI. ANNUAL REVIEW PROCESS

At least once a year during the term of this Agreement, including any extensions, the County will convene a meeting of elections officials from the Municipalities to review the elections process and System operations.

XII. 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 parties or their 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. Each Party agrees to defend, indemnify and hold harmless the other Parties, their 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. Nothing herein shall be deemed a waiver by any Party of its limitations on liability, defenses or immunities under Minnesota Statutes, Chapter 466, or other state or federal law.
- C. Each Party warrants that it is able to comply with the aforementioned indemnity requirements through commercial insurance or a self-funding program.
- D. Each of the Parties shall insure the full replacement value of all System equipment stored on the Party's site.
- E. All insurance policies or self-insurance certificates shall be open to inspection by the other Parties and copies of the policies or certificates of self-insurance shall be submitted to a Party upon written request.

XIII. RECORDS

Subject to the provisions of Section XIV, each Party agrees that the other Parties, the State Auditor, or any of their duly authorized representatives shall, at any time during normal business hours, and as often as they may reasonably deem necessary, have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of governmental entities and which involve transactions relating to this Agreement.

XIV. DATA PRACTICES

The Parties shall comply with the provisions of 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.

XV. NONASSIGNMENT

No Party shall assign, subcontract, transfer or pledge this Agreement and/or services to be performed herein.

XVI. USE OF VOTING SYSTEM

The County shall only implement and support a single, uniform voting system throughout the County that must be used in every election conducted in the County. Each Municipality must use the ballot counters, ballot boxes and ballot marking devices provided in this Agreement for all elections conducted in the Municipality.

XVII. TERMINATION

- A. This Agreement shall terminate upon unanimous consent of the Parties as evidenced by a written resolution of the governing body of each Party or when necessitated by operation of law or as a result of a decision by a court of competent jurisdiction.
- B. Effect of termination. Termination shall not discharge any liability incurred by any of the Parties during the term of this Agreement including any extensions prior to the effective date of termination. Each Party shall be liable for its own acts to the extent provided by law.

XVIII. PROPERTY DISPOSITION

- A. Upon termination of this Agreement, ownership remains as stated in Article V.
- B. Upon termination, a Municipality will be given the option to make full payment for the ballot counters, ballot boxes, and ballot marking devices for which it has made partial payment. Such payment must be made within thirty (30) calendar days of the date of receipt of the notice of termination from the County.
- C. If the Parties reach consensus on the need to replace the System, the Parties will negotiate a new agreement, which shall include the disposition of the System Equipment, whether owned by the County or the Municipalities.

XIX. NOTICE

- A. All notices, reports or demands given or made by a Party under the terms of this Agreement or any statute or ordinance shall be in writing and shall be sent registered or certified mail.
- B. All notices, reports or demands shall be sent to the representative designated in writing by the Party. If none has been designated, notice to the Party's chief elected official shall be deemed adequate.

XX. ENTIRE AGREEMENT/ALTERATION

- A. It is understood and agreed that the entire agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing as an amendment to this Agreement signed by the Parties hereto.
- C. The parties may execute separate copies of any amendment to this Agreement and the signature pages will be part of the original.

XXI. VOTING SYSTEMS ADVISORY COMMITTEE

The County shall establish a Voting Systems Advisory Committee ("Committee") to facilitate the administration of the System. Any Party to this Agreement may request to become a member

of the Committee. Approximately eight years following final execution of this Agreement, or at such earlier time as the Parties may agree, the Committee shall begin planning for the acquisition of a successor voting system.

XXII. SEPARATE EXECUTIONS/EFFECTIVE DATE

Each of the Municipalities may sign a separate signature page and all of the signature pages taken together will constitute the original contract and will be as effective as if all of the signatures were on the same page. This Agreement shall be effective as to a Party upon execution by an authorized representative of that Party.

Wherefore, the Parties have executed this Agreement as of the last date written below.

COUNTY OF RAMSEY

By: Victoria Reinhardt
Victoria Reinhardt, Chair
Board of Commissioners

By: Janet Guthrie
Janet Guthrie, Acting Chief Clerk
Board of Commissioners

Date: 1/24/16

Approval Recommended:

Joseph Maurley

Approved as to form and insurance:

Jeff Stepten
Assistant County Attorney

NAME OF MUNICIPALITY: LAUDERDALE

By: _____

Its: Mayor

By: _____

Its: City Administrator

Date: February 9, 2016

JOINT POWERS AGREEMENT FOR NEW VOTING SYSTEM

Appendix A System Equipment List

1. Voting and administrative equipment - County

<u>Description</u>	<u>Price</u>
Precinct ballot counters and ballot boxes	\$ 276,028
Accessible ballot marking devices	\$ 190,625
Memory devices	\$ 10,824
Central count ballot counters for absentee voting	\$ 111,332
Ballot on demand printer	\$ 2,833
Administrative operations components	\$ 173,919
Staff training and new implementation services	\$ 56,640
Licenses and technical support	\$ 86,468
Subtotal for Equipment Costs - County	\$ 908,669
2. Voting equipment – Municipalities	
Precinct ballot counters and ballot boxes for polling places	\$ 751,680
Accessible ballot marking devices for polling places	\$ 471,192
Subtotal for Equipment Costs – Cities	\$1,222,872
System Equipment Costs - Total	\$2,131,541

Appendix B Implementation Services

The County will provide, either directly or through a contracted vendor, the services shown below. The information provided below are tentative, pending the selection of a voting system.

A. Training and instructional materials

1. Training for Municipal elections officials and staff
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
 - c. Processing and counting absentee ballots (where applicable)
2. Training for election judges
 - a. Operation of the ballot counter
 - b. Operation of the ballot marking device
3. Development of training and informational materials - printed
 - a. Ballot counter operations guide and quick start guide
 - b. Ballot marking device operations guide and quick start guide
 - c. Opening and closing the polling place
 - d. Providing instructions to voters
4. Development of training and informational materials for County website
 - a. Election judge training videos
 - b. Public information videos

B. Election day technical support – to be provided by voting system vendor (up to three days per election)

1. Programming and system administration operations
2. Ballot counter operations

3. Ballot marking device operations

C. Warranty services

D. Ballot layout, printing and memory device programming

1. Ballot layout – no cost to Municipalities for all elections

2. Ballot printing

a. State and county elections – no cost to Municipalities

b. Other elections – printing cost attributable to Municipal or School District offices and questions paid by Municipalities and/or School Districts

3. Memory device programming – no cost to Municipalities for all elections

Joint powers agreement for new voting system - Appendix C

City	Capital Costs				Annual Operating Costs			
	Number of precincts	% of county total	City funds needed for capital costs	80% of total City share of licensing and system operations	Number of accepted ABS 2008-2014	% of county total	20% of total City share of absentee voting costs	Total annual* operating costs 2016
Arden Hills	3	1.72%	\$ 21,084	\$ 2,000.00	2,058	2.39%	\$ 693.51	\$ 2,693.51
Falcon Heights	2	1.15%	\$ 14,056	\$ 1,333.33	895	1.04%	\$ 301.60	\$ 1,634.93
Gem Lake	1	0.57%	\$ 7,028	\$ 666.67	72	0.08%	\$ 24.26	\$ 690.93
Lauderdale	1	0.57%	\$ 7,028	\$ 666.67	275	0.32%	\$ 92.67	\$ 759.34
Little Canada	3	1.72%	\$ 21,084	\$ 2,000.00	1,912	2.22%	\$ 644.31	\$ 2,644.31
Maplewood	15	8.62%	\$ 105,420	\$ 10,000.00	6,864	7.98%	\$ 2,313.04	\$ 12,313.04
Mounds View	4	2.30%	\$ 28,112	\$ 2,666.67	1,846	2.15%	\$ 622.07	\$ 3,288.74
New Brighton	8	4.60%	\$ 56,224	\$ 5,333.33	4,445	5.17%	\$ 1,497.89	\$ 6,831.22
North Oaks	2	1.15%	\$ 14,056	\$ 1,333.33	2,086	2.42%	\$ 702.94	\$ 2,036.28
North St Paul	4	2.30%	\$ 28,112	\$ 2,666.67	1,847	2.15%	\$ 622.41	\$ 3,289.07
Roseville	10	5.75%	\$ 70,280	\$ 6,666.67	9,339	10.85%	\$ 3,147.08	\$ 9,813.74
Shoreview	7	4.02%	\$ 49,196	\$ 4,666.67	6,938	8.06%	\$ 2,337.98	\$ 7,004.65
St Anthony	3	1.72%	\$ 21,084	\$ 2,000.00	2,248	2.61%	\$ 757.54	\$ 2,757.54
St Paul	96	55.17%	\$ 674,688	\$ 64,000.00	35,206	40.91%	\$ 11,863.79	\$ 75,863.79
Vadnais Heights	4	2.30%	\$ 28,112	\$ 2,666.67	2,540	2.95%	\$ 855.93	\$ 3,522.60
White Bear Lake	7	4.02%	\$ 49,196	\$ 4,666.67	5,139	5.97%	\$ 1,731.75	\$ 6,398.42
White Bear Township	4	2.30%	\$ 28,112	\$ 2,666.67	2,348	2.73%	\$ 791.23	\$ 3,457.90
Total	174	100%	\$ 1,222,872	\$ 116,000.00	86,058	100%	\$ 29,000.00	\$ 145,000.00

Note: * 25% of annual operating costs will be apportioned to the school districts


Appendix D
Project Implementation Schedule
(Dates and Activities Subject to Revision)

Jan 22	Complete Elections staff training on voting system operations
Feb 1	Begin ballot printing, marking and counting accuracy tests
Feb 16	Begin simulations of 2016 state elections and related functions
Apr 1	Complete simulations of 2016 state elections and related functions
May 17	First day to file for office for 2016 state primary and state general election
Jun 3	Complete delivery of ballot counters and ballot marking devices to Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale
Jun 13	Begin training of city elections staff in Maplewood, White Bear Lake, New Brighton, Shoreview, Little Canada and Lauderdale in voting system operations
Jun 24	Begin absentee voting for 2016 state primary
Jul 11	Begin preliminary testing of ballot counters and ballot marking devices
Jul 18	Begin election judge training in voting system operations
Jul 29	Public accuracy test of voting system
Aug 6	Begin central counting of absentee ballots for state primary
Aug 9	State primary

11-25-15

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested	
Consent	<u> X </u>
Public Hearing	<u> </u>
Discussion	<u> </u>
Action	<u> </u>
Resolution	<u> X </u>
Work Session	<u> </u>

Meeting Date	February 9, 2016
ITEM NUMBER	<u>Government/Municipal/Public Funds Banking Resolution</u>
STAFF INITIAL	<u>TJB</u> 
APPROVED BY ADMINISTRATOR	<u> </u>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City is a member of the Suburban Rate Authority. Previously, the City of Edina had provided treasurer services for the joint powers agency. Due to the retirement of Edina's finance director, the City no longer wanted to serve in that capacity. The City of Lauderdale has volunteered to serve as the treasurer by way of the deputy city clerk position.

The Suburban Rate Authority does not have a tax payer identification number but relies on the City serving as treasurer to use theirs. A new account was opened at North Star Bank and the resolution is required since the City's tax payer identification number is being used. The City has no liability or exposure to this account, which has its own funds and officers that sign the checks after joint powers approval.

OPTIONS:

STAFF RECOMMENDATION:

Approve resolution.

COUNCIL ACTION:

Adopt Resolution 020916B Approving Government/Municipal/Public Funds Banking Resolution for the Suburban Rate Authority.

GOVERNMENT / MUNICIPAL / PUBLIC FUNDS BANKING RESOLUTION

(for Deposit Accounts)

Depositor: Suburban Rate Authority
City Of Lauderdale
1891 Walnut St
Lauderdale, MN 55113-5137

Financial Institution: North Star Bank, a Minnesota Corporation
Roseville
1820 Lexington Avenue North
Roseville, MN 55113

Account No: 4083114

I, the undersigned Official of the Government, Municipal or Public Entity ("Entity") named above, HEREBY CERTIFY that the Entity is organized, exists and is duly authorized to transact business under the laws of the state or jurisdiction where it is located.

ACCOUNT HOLDER. City Of Lauderdale is the complete and correct name of the Account Holder.

I FURTHER CERTIFY that at a meeting of the governing body of the Entity, duly and regularly called and held on Tuesday, February 9, 2016, the following resolutions were adopted:

RESOLVED, that the Financial Institution named above at any one or more of its offices or branches, be and it hereby is designated as a depository for the funds of this Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies bearing the following appropriate number of signatures: Any ^{TWO} of the following named officers or employees of this Entity ("Agents"), whose actual signatures are shown below:
Jim Willis, Jim Gates, Terry J. Berg (Suburban Rate Authority officers)

and that the Financial Institution shall be and is authorized to honor and pay the same whether or not they are payable to bearer or to the individual order of any Agent or Agents signing the same.

FURTHER RESOLVED, that the Financial Institution is hereby directed to accept and pay without further inquiry any item drawn against any of the Entity's accounts with the Financial Institution bearing the signature or signatures of Agents, as authorized above or otherwise, even though drawn or endorsed to the order of any Agent signing or tendered by such Agent for cashing or in payment of the individual obligation of such Agent or for deposit to the Agent's personal account, and the Financial Institution shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed in accordance with the resolutions contained herein, or the application or disposition of such item or the proceeds of the item.

FURTHER RESOLVED, that any one of such Agents is authorized to endorse all checks, drafts, notes and other items payable to or owned by this Entity for deposit with the Financial Institution, or for collection or discount by the Financial Institution; and to accept drafts and other items payable at the Financial Institution.

FURTHER RESOLVED, that the above named agents are authorized and empowered to execute such other agreements, including, but not limited to, special depository agreements and arrangements regarding the manner, conditions, or purposes for which funds, checks, or items of the Entity may be deposited, collected, or withdrawn and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions. The other agreements and other acts may not be contrary to the provisions contained in this Resolution.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Agents shall be and remain in full force and effect until written notice of any amendment or revocation thereof shall have been delivered to and received by the Financial Institution at each location where an account is maintained. Financial Institution shall be indemnified and held harmless from any loss suffered or any liability incurred by it in continuing to act in accordance with this resolution. Any such notice shall not affect any items in process at the time notice is given.

I FURTHER CERTIFY that the persons named above occupy the positions set forth opposite their respective names and signatures; that the foregoing Resolutions now stand of record on the books of the Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on February 9, 2016, 2016 and attest that the signatures set opposite the names listed above are their genuine signatures.

CERTIFIED TO AND ATTESTED BY:

CORPORATE

SEAL

X _____
*Official Mayor

X _____
Co-*Official City Administrator

*NOTE: In case the Official is designated by the foregoing resolutions as one of the signing agents, this certificate should also be signed by a second Official of the Entity.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date February 9, 2016

ITEM NUMBER FH Recreation Agreement

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Falcon Heights would like to continue using the City's facilities to offer recreation programs to Lauderdale and Falcon Heights residents. Tai Kwan Do, Boot Camp, and yoga are likely options.

Staff from the two cities updated last year's agreement (attached). The agreement clarifies expectations and addresses issues of liability.

If the Council is interested in continuing the relationship, please review the attached agreement. The agreement can always be amending during the meeting.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves the Recreation Agreement with the City of Falcon Heights as presented.

COUNCIL ACTION:

**City of Falcon Heights
City of Lauderdale**

Recreation Agreement

THIS AGREEMENT is effective March 1, 2016 through December 31, 2016, by and between the City of Lauderdale, 1891 Walnut Street ~ Lauderdale, MN 55113, and the City of Falcon Heights, 2077 W. Larpenteur Ave ~ Falcon Heights, Minnesota 55113. Falcon Heights agrees to provide recreation programs within the City of Lauderdale. Lauderdale agrees to provide facility space for the programs.

The Cities of Lauderdale and Falcon Heights agree to the following obligations:

1. Falcon Heights agrees to:

- Provide recreation programs and experiences to Lauderdale residents for the same fee as paid by Falcon Heights' residents. Lauderdale will reimburse Falcon Heights the difference between the resident and non-resident rate for recreation programs and experiences held at Falcon Heights' facilities. Lauderdale will not reimburse Falcon Heights if the programs are held at Lauderdale facilities.
- Coordinate registration, supervision, and program curriculum appropriate for the recreation program.
- The recreation programs held at Lauderdale City Hall will include, but not be limited to, Tae Kwon Do, Boot Camp, and Yoga.
- Provide program staff, program supplies and equipment, and program maintenance support for the agreed upon recreation program.

2. Lauderdale agrees to:

- Provide program space at Lauderdale City Hall and at Lauderdale Community Park. The City of Lauderdale agrees to provide regular facility and park maintenance such as sweeping the floor and supplying tables requested by Falcon Heights.
- Provide facilities access and keys to Falcon Heights Park and Recreation Staff.

Liability

Falcon Heights shall defend and indemnify Lauderdale and its employees, officers, volunteers and agents for any claims against Lauderdale arising from Falcon Heights's performance or failure to perform its duties under this Agreement.

Lauderdale shall defend and indemnify Falcon Heights and its employees, officers, volunteers and agents for any claims against Falcon Heights arising from Lauderdale's performance or failure to perform its duties under this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and the other party, any amounts in excess of the limits on liability established in Minnesota Statutes, Chapter 466 applicable to any one party. The limits of liability for the parties may not be added together to determine the maximum amount of liability for any party.

Employees of Falcon Heights and Lauderdale shall remain employees of their respective cities regardless of where services are provided under this Agreement. Each party shall be responsible for injuries to or death of its own personnel. Each party will maintain workers' compensation insurance or self-insurance coverage, covering its own personnel while they are providing services pursuant to this Agreement. Each party waives the right to sue the other party for any workers' compensation benefits paid to its own employees or their dependants, even if the injuries were caused wholly or partially by the negligence of the other party.

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

City of Falcon Heights

City of Lauderdale

Mayor Peter Lindstrom

Mayor Jeffrey Dains

Date: _____

Date: _____

City Administrator
Sack Thongvanh

City Administrator
Heather Butkowski

Date: _____

Date: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date February 9, 2016

ITEM NUMBER Non-Domestic Animals

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council received a renewal application from Matthew Koncar for more than twelve hens. A copy of the application is attached. Applications for more than 12 hens come to the Council for consideration. Prior to making a decision, the City Council may take testimony on the matter.

OPTIONS:

The Council may approved or deny the application or approve it with conditions.

STAFF RECOMMENDATION:

Motion to approve/ not approve/ or approve with conditions the non-domestic animal permit for Matthew Koncar of 1736 Malvern Street.

COUNCIL ACTION:

The City of Lauderdale

1891 Walnut Street, Lauderdale, Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

HEN CHICKEN PERMIT APPLICATION

Applicant Information:

Name of applicant: MATTHEW KONCAR

Address of applicant: 1736 MALVERN ST

Address where the birds will be kept if different than above: _____

Name of property owner if different than above: _____

Phone number of applicant: 651-327-7453 Email address: MKONCAR@YAHOO.COM

Initial Permit Application: _____ Renewal Permit Application: X

Number of Hens: 24 Fee: \$10.00

Describe your plan for maintaining an adequate temperature in the coop in both winter and summer conditions. Describe how the chickens will be managed to prevent them from becoming a nuisance.

COOP IS VENTILATED w/ HEATED WATER. FED/TERED TO CATCH UNDER SUN.

COVERED & FENCED RUN ALLOW SUMMER COOLING.

SMELLS CONTROLLED w/ DEEP LITTER METHOD.

The City of Lauderdale

1891 Walnut Street, Lauderdale, Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

Please prepare a site plan showing the location and size of the proposed chicken coop and run in relation to homes, garages, accessory structures, and fences.



I UNDERSTAND AND HEREBY AGREE THAT the City may revoke a permit prior to its expiration if it finds that the terms of the permit have been violated or if the animal or animals have become a public nuisance or a hazard to public health or safety.

[Signature]
Applicant Signature

Martina Kowal
Applicant's Printed Name

2-2-16
Date

If required:

Property Owner Signature

Property Owner's Printed Name

Date

For Office Use Only:

Date Application Received: 2-2-16

Total Fees Received: 10 Receipt No.: 12511 Date Permit Issued: _____

Permit Approved By: _____ Permit No.: _____ Date Permit Expires: December 31, _____



A. Settlement Statement (HUD-1)

B. Type of Loan				6. File Number	7. Loan Number	8. Mortgage Ins Case Number
1. <input type="checkbox"/> FHA	2. <input type="checkbox"/> RHS	3. <input type="checkbox"/> Conv Unins	4. <input type="checkbox"/> VA	1504234REO		
5. <input type="checkbox"/> Conv Ins	6. <input type="checkbox"/> Seller Fin					
7. <input checked="" type="checkbox"/> Cash Sale.						
C. Note: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.						
D. Name & Address of Borrower City of Lauderdale 470 US Bank Plaza 200 South Sixth Street Minneapolis, MN 55402		E. Name & Address of Seller Federal Home Loan Mortgage Corporation, a United States of America corporation 5000 Plano Parkway Carrollton, TX 75010		F. Name & Address of Lender		
G. Property Location Lot 10, Block 7, Lauderdale's East Side Addition, Ramsey County, MN. 1821 Eustis St Lauderdale, MN 55113		H. Settlement Agent Name Title One, Inc. 1650 West 82nd Street, Suite 1070 Bloomington, MN 55431 952-806-6430 Underwritten By: Old Republic		I. Settlement Date 2/11/2016 Fund: 2/11/2016		
		Place of Settlement Title One, Inc. - Roseville 1970 Oakcrest Avenue, Suite 108 Roseville, MN 55113				

J. Summary of Borrower's Transaction		K. Summary of Seller's Transaction	
100. Gross Amount Due from Borrower		400. Gross Amount Due to Seller	
101. Contract sales price	\$87,000.00	401. Contract sales price	\$87,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower	\$696.00	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. County Property Taxes		406. County Property Taxes	
107.		407.	
108.		408.	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
113.		413.	
114.		414.	
115.		415.	
116.		416.	
120. Gross Amount Due From Borrower	\$87,696.00	420. Gross Amount Due to Seller	\$87,000.00
200. Amounts Paid By Or in Behalf Of Borrower		500. Reductions in Amount Due to Seller	
201. Deposit or earnest money	\$1,000.00	501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	\$5,532.75
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507. Escrow Held	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. County Property Taxes 01/01/16 to 02/11/16	\$159.07	510. County Property Taxes 01/01/16 to 02/11/16	\$159.07
211.		511.	
212.		512.	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total Paid By/For Borrower	\$1,159.07	520. Total Reduction Amount Due Seller	\$5,691.82
300. Cash At Settlement From/To Borrower		600. Cash At Settlement To/From Seller	
301. Gross Amount due from borrower (line 120)	\$87,696.00	601. Gross Amount due to seller (line 420)	\$87,000.00
302. Less amounts paid by/for borrower (line 220)	\$1,159.07	602. Less reductions in amt. due seller (line 520)	\$5,691.82
303. Cash From Borrower	\$86,536.93	603. Cash To Seller	\$81,308.18

The Public Reporting Burden for this collection of information is estimated at 35 minutes per response for collecting, reviewing, and reporting the data. This agency may not collect this information, and you are not required to complete this form, unless it displays a currently valid OMB control number. No confidentiality is assured; this disclosure is mandatory. This is designed to provide the parties to a RESPA covered transaction with information during the settlement process.

POC (B) -- Paid Outside of Closing by Borrower. POC (S) -- Paid Outside of Closing by Seller. POC (L) -- Paid Outside of Closing by Lender.

L. Settlement Charges

700. Total Real Estate Broker Fees		\$4,350.00			
Division of Commission (line 700) as follows:					
701. \$4,350.00	to	Tangletown Realty			
702.	to	Tangletown Realty			
703. Commission Paid at Settlement				\$0.00	\$4,350.00
800. Items Payable in Connection with Loan					
801. Our origination charge			\$0.00	(from GFE #1)	
802. Your credit or charge (points) for the specific rate chosen			\$0.00	(from GFE #2)	
803. Your adjusted origination charges	to			(from GFE A)	
804. Appraisal Fee	to			(from GFE #3)	
805. Credit report	to			(from GFE #3)	
806. Tax service	to			(from GFE #3)	
807. Flood certification	to			(from GFE #3)	
900. Items Required by Lender To Be Paid in Advance					
901. Daily interest charges from 2/11/2016 to 3/1/2016 @ \$0/day				(from GFE #10)	
902. Mortgage Insurance Premium for months to				(from GFE #3)	
903. Homeowner's insurance for years to				(from GFE #11)	
1000. Reserves Deposited With Lender					
1001. Initial Deposit for your escrow account				(from GFE #9)	\$0.00
1002. Homeowner's insurance	months @	per month			
1003. Mortgage insurance	months @	per month			
1004. County Property Taxes	months @	\$118.33 per month			
1005.	months @	per month			
1006.	months @	per month			
1007.	months @	per month			
1008.	months @	per month			
1009.	0 months @				
1010. HOA	0 months @				
1011. Aggregate Adjustment					
1100. Title Charges					
1101. Title services and lender's title insurance	to	Title One, Inc.		(from GFE #4)	\$650.00
1102. Settlement or closing fee	to	Title One, Inc.			
1103. Owner's title insurance	to	Title One, Inc.		(from GFE #5)	\$282.75
1104. Lender's title insurance	to	Title One, Inc.		\$0.00	
1105. Lender's title policy limit \$		\$0.00/\$0.00			
1106. Owner's title policy limit \$		\$87,000.00/\$282.75			
1107. Agent's portion of the total title insurance premium	to	Title One, Inc.	\$212.06		
1108. Underwriter's portion of the total title insurance premium	to	Old Republic National Title	\$70.69		
1109. Attorney Fee	to	Usset, Weingarden & Liebo, PLLP			\$200.00
1200. Government Recording and Transfer Charges					
1201. Government recording charges				(from GFE #7)	\$46.00
1202. Deed \$46.00 ; Mortgage , Release \$0.00				to Ramsey County	
1203. Transfer taxes				(from GFE #8)	
1204. City/County tax/stamps Deed \$0.00 ; Mortgage \$0.00					
1205. State tax/stamps Deed \$0.00 ; Mortgage \$0.00					
1206. Conservation Fee.				(from GFE #8)	
1207. Other Recording Fee				(from GFE #7)	
1300. Additional Settlement Charges					
1301. Required services you can shop for				(from GFE #6)	
1400. Total Settlement Charges (enter on lines 103, Section J and 502, Section K)					\$696.00
					\$5,532.75

POC (B) -- Paid Outside of Closing by Borrower. POC (S) -- Paid Outside of Closing by Seller. POC (L) -- Paid Outside of Closing by Lender.

Comparison of Good Faith Estimate (GFE) and HUD-1 Charges	
Charges That Cannot Increase	HUD-1 Line Number
Our origination charge	# 801
Your credit or charge (points) for the specific rate chosen	# 802
Your adjusted origination charges	# 803
Transfer taxes	# 1203

Good Faith Estimate	HUD-1
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00

Charges That in Total Cannot Increase More Than 10%	
Government recording charges	# 1201
Appraisal Fee	# 804
Credit report	# 805

Good Faith Estimate	HUD-1
\$0.00	\$46.00
\$0.00	\$0.00
\$0.00	\$0.00

Total	
Increase between GFE and HUD-1 Charges	

\$0.00	\$46.00
\$46.00	or 100%

Charges That Can Change	
Initial deposit for your escrow account	# 1001
Daily interest charges	# 901 \$0/day
Homeowner's insurance	# 903

Good Faith Estimate	HUD-1
\$0.00	\$0.00
\$0.00	\$0.00
\$0.00	\$0.00

Loan Terms

Your initial loan amount is	
Your loan term is	0 years
Your initial interest rate is	0%
Your initial monthly amount owed for principal, interest, and any mortgage insurance is	\$0.00 includes <input type="checkbox"/> Principal <input type="checkbox"/> Interest <input type="checkbox"/> Mortgage Insurance
Can your interest rate rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of 0%. The first change will be on and can change again every after . Every change date, your interest rate can increase or decrease by 0%. Over the life of the loan, your interest rate is guaranteed to never be lower than 0% or higher than 0%.
Even if you make payments on time, can your loan balance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, it can rise to a maximum of \$0.00
Even if you make payments on time, can your monthly amount owed for principal, interest, and mortgage insurance rise?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, the first increase can be on and the monthly amount owed can rise to \$0.00 The maximum it can ever rise to is \$0.00
Does your loan have a prepayment penalty?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, your maximum prepayment penalty is \$0.00
Does your loan have a balloon payment?	<input checked="" type="checkbox"/> No. <input type="checkbox"/> Yes, you have a balloon payment of \$0.00 due in 0 years on
Total monthly amount owed including escrow account payments	<input checked="" type="checkbox"/> You do not have a monthly escrow payment for items, such as property taxes and homeowner's insurance. You must pay these items directly yourself. <input type="checkbox"/> You have an additional monthly escrow payment of that results in a total initial monthly amount owed of. This includes principal, interest, any mortgage insurance and any items checked below: <input type="checkbox"/> Property taxes <input type="checkbox"/> Homeowner's Insurance <input type="checkbox"/> Flood insurance <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>

Note: If you have any questions about the Settlement Charges and Loan Terms listed on this form, please contact your lender.

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a completed copy of pages 1, 2 and 3 of this HUD-1 Settlement Statement.

City of Lauderdale

[Signature]
By *City Clerk Administrator*

SETTLEMENT AGENT CERTIFICATION

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused the funds to be disbursed in accordance with this statement.

Cindy C. Montuoro A.I.F.
Federal Home Loan Mortgage Corporation
By its attorney-in-fact,
Usset, Weingarden & Liebo, PLLP
Through its Authorized Signer:

Cindy C. Montuoro
Settlement Agent Date

Warning: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.


**CITY OF LAUDERDALE
LAUDERDALE, MINNESOTA**

NOTICE OF SPECIAL CITY COUNCIL MEETING

**Tuesday, February 9, 2016
7:30 p.m.**

NOTICE IS HEREBY GIVEN that the City Council will hold a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.05, subdivision 3 on Tuesday, February 9, 2016, commencing at the conclusion of the 7:30 p.m. Regular City Council meeting at 1891 Walnut Street, Lauderdale, Minnesota for the following purpose:

1. To consider strategies for labor negotiations, including negotiation strategies or developments or discussion and review of labor negotiations proposals, conducted pursuant to Minnesota Statutes Sections 179A.01 – 179A.025.



Heather Butkowski, City Administrator

DATED: February 3, 2016.