

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**TUESDAY, JANUARY 14, 2003**  
**CITY HALL, 5:00 P.M.**

**FILE**

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 5:00 P. M.

2. ROLL:

*Councilmembers:*

McCloskey \_\_\_\_\_ Christensen \_\_\_\_\_  
Gill-Gerbig \_\_\_\_\_ Giannetti \_\_\_\_\_  
Mayor Dains \_\_\_\_\_

*Staff:*

Getschow \_\_\_\_\_ Bownik \_\_\_\_\_  
Hughes \_\_\_\_\_

3. APPROVAL OF THE AGENDA

4. 2003 GOAL SETTING SESSION (5:00 p.m. to 7:30 p.m.)

5. APPROVAL

- A. Approval of minutes of 12/10/02 City Council Meeting
- B. Approval of claims totaling \$347,652.83

**6. 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.

**8. CONSENT**

- A. Approval of 2003 Investment Policy
- B. Resolution 011403A: Approval of Investment Institutions for 2003
- C. Approval of 2003 Licenses
- D. Approval of the Mileage Reimbursement Amount for 2003

**9. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS/ CITIZENS ADDRESSING STREET AND UTILITY IMPROVEMENTS**

**10. INFORMATIONAL PRESENTATIONS**

**11. 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.

**12. ACTION**

- A. Approval of the Letter of Agreement for NPDES Phase II Assistance from Bonestroo, Rosene, Anderlik, and Associates
- B. Resolution 011403B: Resolution Adopting 2003 Fee Schedule
- C. 2003 Appointments to Park and Community Involvement Committee
- D. 2003 Appointments
- E. City Administrator Performance Evaluation
- F. 2003 Staff Compensation

**13. REPORTS**

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

**15. ADDITIONAL ITEMS**

**16. SET AGENDA FOR NEXT MEETING**

**17. ADJOURNMENT**

**Lauderdale City Council  
Meeting Minutes  
December 10, 2002**

1. Meeting called to order at 7:30 P.M.

2. ROLL

Council present: Giannetti, Christensen, McCloskey, Gill-Gerbig and Mayor Dains

Staff present: City Administrator Getschow

3. APPROVAL OF THE AGENDA

*A. Approval of Agenda.* Motion by Giannetti, second by McCloskey to approve the agenda. Motion carried unanimously.

4. APPROVAL

*A. Approval of Minutes.* Motion by Christensen, second by McCloskey to approve the minutes of the regular City Council meeting of the November 26, 2002. Motion carried unanimously.

*B. Approval of Claims totaling \$58,000.06.* Motion by Gill-Gerbig, second by Giannetti to approve the claims totaling \$58,000.06. Motion carried unanimously.

*C. Approval of Pay Request #8 for the 2002 Street and Utility Improvements in the amount of \$38,584.10.* Motion by Giannetti, second by Gill-Gerbig to approve Pay Request #8 for the 2002 Street and Utility Improvements in the amount of \$38,584.10. Motion carried unanimously.

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

6. CONSENT
7. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS
8. PUBLIC HEARINGS

*A. Organized Collection of Solid Waste.*

*Kathy Johnson, Lauderdale Refuse Collection Task Force*, provided a background and summary of the research completed and the feedback gathered over the past two years by the task force. She stated that the task force has recommended to the City Council that the City pursue organized collection of solid waste.

The Mayor opened the public hearing at 7:49 p.m.

*George Walters, Walters Refuse and Recycling*, stated that he has several accounts in Lauderdale and is regarded as a small hauler. He is opposed to the enactment of this resolution. He feels that quality customer service is a big part of his business, and cost should not be the only factor. He referred to an Attorney General's report that he will provide to the City on how organized collection is not competitive. He also stated that free enterprise should prevail and garbage trucks should be able to travel where and when they please. In conclusion, he stated that he felt his livelihood was at stake with the introduction of organized collection.

*Dave Weidenfuller, BFI*, stated that he also opposed the resolution. He requested that the Council table the resolution and meet with the haulers at a later date. He asked if the City has thought about everything that is entailed with organized collection such as how the billing would work or who would handle the calls and the complaints. He asked if the City wants to regulate garbage trucks, what is next? Delivery trucks?

The Mayor closed the public hearing at 7:59 p.m.

Council member McCloskey stated that a small hauler could flourish in Lauderdale. There are less than 600 accounts with an organized collection process in Lauderdale and that should not be an impediment to a small hauler. He wants to see the number of garbage trucks limited on the city streets.

Council member Gill-Gerbig stated that the low bid for refuse collection services is not the only criteria that is used. Customer service and other factors are taken into consideration with the request for proposal (RFP) process. She also felt that there was competition with organized collection through a city RFP process.

The Mayor stated that the City and the Refuse Collection Task Force has studied this issue for a long time and is well informed of the process and its components. He stated that the residents and the feedback that the City has received drove this process of initiating organized collection. The passage of this resolution only begins the process of moving towards organized collection- it does not implement organized collection at this time.

10. ACTION

A. *Resolution 121002A: A Resolution to Approve the Intent to Organize Collection of Solid Waste.* The City Administrator stated that if this resolution is approved, a 90-day period of negotiation with the Lauderdale haulers begins. This negotiation process will take place with the refuse collection task force.

Motion by McCloskey, second by Christensen to approve Resolution 121002A: A Resolution to Approve the Intent to Organize Collection of Solid Waste. Roll: Yes: all. Motion carried.

9. INFORMATIONAL PRESENTATIONS

A. *2003 Street and Utility Improvements Feasibility Report.* City Engineer Tom Kellogg discussed in detail the feasibility report that was presented to the Mayor and City Council outlining the 2003 Street and Utility Improvements. He covered such unique issues in this project such as:

- The fact that the streets will be lowered in this phase more than the other phases. Issues with tree removal will be more known as this project moves to the plans and specification stage.
- All of the alleys that are currently utilized will be paved and have drainage improvements undertaken in varying degrees.
- A portion of storm sewer in the Nature Area will be replaced as part of a joint project with Lauderdale and Falcon Heights.

- A path will be constructed leading to the new recreation land that the City has recently purchased at the end of Walnut Street/Ione Street. Also, the small entrance and parking lot off of Fulham Street near the warming house will be paved.

Kellogg stated that difference in cost estimate for this project from the Capital Improvements Program (CIP) adopted in 1997 that is approximately \$250,000 is due to higher street construction costs throughout the Midwest since 1997 and the additional facets of this proposed project that have been added since 1997 (i.e., alley paving).

10. ACTION

*B. Resolution 121002B: A Resolution Receiving the Feasibility Report and Calling for a Public Hearing on the 2003 Street and Utility Improvements.*

A public hearing on these improvements will be conducted on January 28, 2003 at 7:30 p.m.

Motion by Christensen, second by McCloskey to approve Resolution 121002B: A Resolution Receiving the Feasibility Report and Calling for a Public Hearing on the 2003 Street and Utility Improvements. Roll: Yes: all. Motion carried.

13. ADDITIONAL ITEMS

*A. MNDOT Highway 280 Reconstruction Project.*

Frank Pafko, MNDOT Area Manager, updated the City Council on the actions of the City of Roseville regarding municipal consent. Pafko stated that Roseville approved the municipal consent resolution without conditions. Pafko then stated that MNDOT will appeal the conditional approval of the project that Lauderdale had given at their November 26, 2002 meeting. Since a new MNDOT Commissioner has yet to be appointed, there will be delay in the process of the appeal.

Pafko then provided traffic count information on the roads entering and exiting Highway 280 in the project area, with special emphasis on Roselawn Avenue. He then discussed the funding that he is attempting to program for the reconstruction of the Larpenteur interchange.

Council member McCloskey stated that he did not favor the Roselawn partial open option because too much eastbound traffic will be placed on Roselawn Avenue.

Council member Gill-Gerbig felt that the Roselawn partial open option would call for the need to re-examine the scheduled turnback of Roselawn Avenue. She was also concerned about the viability of the sound wall in this area if there is a gap. Finally, she reiterated the need to form a task force on the reconstruction of the Larpenteur interchange.

Council member Christensen stated that if there are traffic problems on Roselawn Avenue, the City could choose to close the road at a later date.

Mayor Dains reiterated his position that this overall issue is about safety. He feels it is safer to place certain exiting traffic on Roselawn Avenue as opposed to on the Larpenteur interchange. This Roselawn partial open option is only temporary. If MNDOT truly can come though with interchange funding sooner than later, Roselawn can then be completely closed.

Council member McCloskey requested that there be a consideration of the Resolution Approving Layout #2 for Trunk Highway 280 from 1,000 feet north of Larpenteur Avenue to the South of I-35W without the partial Roselawn Avenue open option.

Motion by McCloskey, second by Gill-Gerbig to approve Resolution 121002E: A Resolution Approving Layout #2 for Trunk Highway 280 from 1,000 feet north of Larpenteur Avenue to the South of I-35W (without the partial Roselawn Avenue open option). Yes: McCloskey and Gill-Gerbig. No: Giannetti, Christensen, and Mayor Dains. Motion failed.

A break was taken at 9:30 p.m.

The meeting resumed at 9:40 p.m.

## 9. INFORMATIONAL PRESENTATIONS

*B. 2003 Lauderdale Budget and Property Tax Levy.* The City Administrator gave an overview of the budget process, the 2003 Budget, and the property tax levy and impacts for 2003.



10. ACTION

*D. Approval of Resolution 121002D: A Resolution Adopting the City of Lauderdale 2003 Budget and 2003 Tax Levy.* At the September 10, 2002 meeting, the Council approved a preliminary levy \$488,000 for 2002, a 0% increase from the 2002 levy.

Motion by Gill-Gerbig, second by Christensen to approve Resolution 121002D, adopting the City of Lauderdale Budget for 2003 and certifying the 2003 payable property tax levy to Ramsey County. Roll: Yes: all. Motion carried.

*C. Resolution 121002C: A Resolution Approving Final Contract Acceptance of the 2001 Street and Utility Improvements.* The City Administrator stated that the City Engineer and the contractor have come to agreement on the final quantities associated with the 2001 Street and Utility Improvements. The project can now be closed, and the full two-year warranty can be instituted. A resolution must be passed authorizing final payment and approval of the contract. The final pay request is for \$99,194.35. A majority of these funds are for the release of the retainage.

Motion by Gill-Gerbig, second by McCloskey to approve Resolution 121002C: A Resolution Approving Final Contract Acceptance of the 2001 Street and Utility Improvements. Roll: Yes: all. Motion carried.

*E. 2002 Budget Transfers.* The City Administrator stated that the 2002 fiscal year is almost complete and now is the time to complete the budgeted transfers for the year based upon earlier budgeting, year-end projections, and capital projects. The recommended 2002 transfers are:

\$ 60,000	from	101-45400	to	401-48401
\$ 40,000	from	101-45400	to	403-48403
\$ 10,000	from	101-45400	to	407-48407
\$ 55,000	from	101-45400	to	301-47100
\$ 20,000	from	101-45400	to	303-47200

\$210,000	from	401-48401	to	412-48408	2002 Street/Utility Project Fund
\$140,000	from	403-48403	to	412-48408	
\$160,000	from	405-48500	to	412-48408	
\$ 85,000	from	407-48407	to	412-48408	

Motion by Giannetti, second by Christensen to approve the 2002 transfers as indicated. Roll: Yes: all. Motion carried.

*F. City Code Revision to Title 6- Motor Vehicles, Chapter 1-Parking Restrictions.* The City Administrator stated that Carl Street south of Larpenteur Avenue was widened enough to allow parking on both sides of the street as opposed to allowing parking on only one side of the street at a time with the 2001 Improvements. The current City Code calls for alternate side parking in this part of the City throughout the year. Changing the Code to allow parking on both sides of the street is appropriate for this section of the City, but there also needs to be a change in City Code whereby this part of the City also is part of the 2-inch snow fall winter parking regulations. Previously, the alternate side parking previously allowed the City to clear all of the streets in a 2-day period, but removing this option and not enacting emergency winter parking regulations would not allow the City to properly clear the roads following a snow fall.

The Administrator also stated that that affected apartment property managers on this issue have been involved in this proposal. They will work with the City by informing their residents of the new proposed parking regulations once they are approved and the signage is installed.

Finally, the Administrator summarized another proposed change in the City Code involving odd/even parking on Fulham Street that needs to be revised based on the fact that the east side of Fulham Street is in the City of Falcon Heights.

Motion by Christensen, second by McCloskey to approve and adopt the revisions Title 6- Motor Vehicles, Chapter 1-Parking Restrictions of the Lauderdale City Code. The City Code revisions will take effect following publication in the Roseville Review. Roll: Yes: all. Motion carried.

*G. Set a Date for the 2003 Goal Setting Session.* Motion by McCloskey, second by Gill-Gerbig to set Tuesday, January 14, 2003 as the date for the Goal setting session (This is also the evening of the first regular City Council meeting for January), at 5:00 p.m. at Lauderdale City Hall. Roll: Yes: all. Motion carried.

11. REPORTS

*A. Ice Rink and Warming House Attendant's Report.* The City Administrator reported that he hoped the rinks would be open by the Christmas holidays. Three employees from last year's hockey season are scheduled to be re-hired for this year.

12. ITEMS REMOVED FROM THE CONSENT AGENDA

13. ADDITIONAL ITEMS

*B. Staff Holiday.* Motion by McCloskey, second by Giannetti to grant an additional paid holiday to City Staff, upon the condition that it is used by early January 2003 with the approval of the City Administrator. Roll: Yes: all. Motion carried.

14. SET AGENDA FOR NEXT MEETING

1. Goal Setting Session
2. Investment Policy and Institutions
3. 2003 Staff Compensation
4. Committee Appointments
5. 2003 Appointments
6. 2003 Licenses
7. 2003 Fees
8. City Administrator Review

15. ADJOURNMENT

Motion by McCloskey, second by Giannetti to adjourn at 10:40 P.M. Ayes: All.

**CITY OF LAUDERDALE**

**Claims for Approval**

**January 14, 2003 City Council Meeting**

Payroll

12/20/02 Payroll:	Check # 7288-7292	\$5,900.95
12/20/02 Payroll:	EFT: Federal Withholding Taxes/FICA	\$2,415.99
12/20/02 Payroll:	EFT: PERA	\$986.41
12/20/02 Payroll:	EFT: ICMA Retirement Fund	\$999.12
Dec '02 Payroll:	EFT: State Withholding Taxes	\$963.94
01/03/03 Payroll:	Check # 7294-7301	\$7,028.76
01/03/03 Payroll:	EFT: Federal Withholding Taxes/FICA	\$2,736.88
01/03/03 Payroll:	EFT: PERA	\$1,030.14
01/03/03 Payroll:	EFT: ICMA Retirement Fund	\$1,121.00

Vendor Claims

12/31/02 Claims:	Check # 16110-16121	\$16,022.31
01/14/03 Claims:	Check # 16123-16158	\$308,447.33

**Subtotal of Claims From Above** **\$347,652.83**

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<b>Total Claims for Approval</b>	<b>\$347,652.83</b>
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CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
007288	000000011	BOWNIK, JAMES	26	BI-WEEKLY	\$1,001.68	12/20/02	Outstanding
007289	000000003	GETSCHOW, RICK	26	BI-WEEKLY	\$1,730.03	12/20/02	Outstanding
007290	000000030	GOYETTE, SHANNON	26	BI-WEEKLY	\$948.49	12/20/02	Outstanding
007291	000000002	HINRICHS, DAVID C	26	BI-WEEKLY	\$941.48	12/20/02	Outstanding
007292	000000005	HUGHES, JOSEPH A	26	BI-WEEKLY	\$1,279.27	12/20/02	Outstanding
007287		VOID	26		\$0.00	12/20/02	Void
					\$5,900.95		

CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
007294	000000101	DUBORD, ANDREW	1	BI-WEEKLY	\$247.76	1/3/03	Outstanding
007295	000000011	BOWNIK, JAMES	1	BI-WEEKLY	\$995.30	1/3/03	Outstanding
007296	000000003	GETSCHOW, RICK	1	BI-WEEKLY	\$1,733.29	1/3/03	Outstanding
007297	000000030	GOYETTE, SHANNON	1	BI-WEEKLY	\$951.69	1/3/03	Outstanding
007298	000000002	HINRICHS, DAVID C	1	BI-WEEKLY	\$1,216.33	1/3/03	Outstanding
007299	000000005	HUGHES, JOSEPH A	1	BI-WEEKLY	\$1,278.84	1/3/03	Outstanding
007300	000000055	HAWKINSON, LUKE	1	BI-WEEKLY	\$282.59	1/3/03	Outstanding
007301	000000056	HINRICHS, RICHARD	1	BI-WEEKLY	\$322.96	1/3/03	Outstanding
007293		VOID	1		\$0.00	1/3/03	Void
					\$7,028.76		

CITY OF LAUDERDALE

Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
<b>Search Name ABDO ABDO EICK &amp; MEYERS</b>				
016110	12/31/02	123102claims 207827	\$300.00	gasb 34 meeting
<i>Search Name ABDO ABDO EICK &amp; MEYERS</i>			\$300.00	
<b>Search Name ABLE HOSE &amp; RUBBER, INC.</b>				
016111	12/31/02	123102claims 02-09800	\$23.67	rink flooding hose parts
<i>Search Name ABLE HOSE &amp; RUBBER, INC.</i>			\$23.67	
<b>Search Name AT &amp; T</b>				
016112	12/31/02	123102claims 1223104610	\$2.43	12/02 long distance
<i>Search Name AT &amp; T</i>			\$2.43	
<b>Search Name BROWNING-FERRIS IND OF MN</b>				
016113	12/31/02	123102claims	\$2,357.50	11/02 recycling
<i>Search Name BROWNING-FERRIS IND OF MN</i>			\$2,357.50	
<b>Search Name MET-COUNCIL ENVIRONMENTAL SER.</b>				
016114	12/31/02	123102claims 748217	\$11,210.33	01/03 wastewater services
<i>Search Name MET-COUNCIL ENVIRONMENTAL SER.</i>			\$11,210.33	
<b>Search Name MN POLLUTION CONTROL AGENCY</b>				
016115	12/31/02	123102claims 12/31/02	\$480.00	d&j collection system operators conferenc
<i>Search Name MN POLLUTION CONTROL AGENCY</i>			\$480.00	
<b>Search Name NAPA AUTO PARTS</b>				
016116	12/31/02	123102claims 316184	\$34.91	truck fluids
<i>Search Name NAPA AUTO PARTS</i>			\$34.91	
<b>Search Name NORTH STAR BANK, PETTY</b>				
016117	12/31/02	123102claims 12/31/02	\$3.50	truck wash
016117	12/31/02	123102claims 12/31/02	\$30.00	rick mama meeting
016117	12/31/02	123102claims 12/31/02	\$30.00	james mauma meeting
016117	12/31/02	123102claims 12/31/02	\$23.36	rick mileage
016117	12/31/02	123102claims 12/31/02	\$7.00	rick parking
016117	12/31/02	123102claims 12/31/02	\$5.24	cookies: safety meeting
<i>Search Name NORTH STAR BANK, PETTY</i>			\$99.10	
<b>Search Name QWEST</b>				
016118	12/31/02	123102claims 12/31/02	\$55.30	12/02 autodial malvern st lift station
<i>Search Name QWEST</i>			\$55.30	
<b>Search Name RAMSEY COUNTY, EXPENDITURES</b>				
016119	12/31/02	123102claims risk000505	\$1,134.66	12/02 employee benefits
<i>Search Name RAMSEY COUNTY, EXPENDITURES</i>			\$1,134.66	
<b>Search Name SAM'S CLUB</b>				
016120	12/31/02	123102claims 8655	\$74.41	office chair
<i>Search Name SAM'S CLUB</i>			\$74.41	
<b>Search Name SCHULTZ, JACK</b>				
016121	12/31/02	123102claims 12/31/02	\$250.00	replace/repair railing at 1953 carl
<i>Search Name SCHULTZ, JACK</i>			\$250.00	

CITY OF LAUDERDALE  
Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
<i>Grand Total</i>			\$16,022.31	



CITY OF LAUDERDALE

Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
<b>Search Name BLUE CHIP TREE CO., INC.</b>				
016123	1/14/03	011403claims 1/14/03	\$6,582.80	2002 tree trimming
016123	1/14/03	011403claims 1/14/03	\$1,000.00	2002 tree trimming
<i>Search Name BLUE CHIP TREE CO., INC.</i>			<u>\$7,582.80</u>	
<b>Search Name BUSINESS FORMS AND ACCOUNTING</b>				
016124	1/14/03	011403claims 30479	\$60.71	'02 eoy forms w2, w3
<i>Search Name BUSINESS FORMS AND ACCOUNTING</i>			<u>\$60.71</u>	
<b>Search Name CINTAS</b>				
016125	1/14/03	011403claims 1/14/03	\$148.92	dec 9, 16, 23, 30 pw uniforms
<i>Search Name CINTAS</i>			<u>\$148.92</u>	
<b>Search Name CITY OF FALCON HEIGHTS</b>				
016126	1/14/03	011403claims 1/14/03	\$359.00	12/02 false fire calls
016126	1/14/03	011403claims 1/14/03	\$1,077.00	12/02 fire calls
016126	1/14/03	011403claims 1/14/03	\$179.50	11/02 false fire calls
016126	1/14/03	011403claims 1/14/03	\$718.00	11/02 false fire calls
<i>Search Name CITY OF FALCON HEIGHTS</i>			<u>\$2,333.50</u>	
<b>Search Name CITY OF ST ANTHONY</b>				
016127	1/14/03	011403claims 762	\$19,266.66	01/03 police services
<i>Search Name CITY OF ST ANTHONY</i>			<u>\$19,266.66</u>	
<b>Search Name CITY OF ST. PAUL</b>				
016128	1/14/03	011403claims 76700	\$6.84	sep-dec02 fulham street lighting
<i>Search Name CITY OF ST. PAUL</i>			<u>\$6.84</u>	
<b>Search Name EARL F. ANDERSEN, INC</b>				
016129	1/14/03	011403claims 51801in	\$165.22	4 no parking signs
<i>Search Name EARL F. ANDERSEN, INC</i>			<u>\$165.22</u>	
<b>Search Name GLENWOOD INGLEWOOD</b>				
016130	1/14/03	011403claims 1/14/03	\$50.34	11/02 bottled water
<i>Search Name GLENWOOD INGLEWOOD</i>			<u>\$50.34</u>	
<b>Search Name HUGHES &amp; COSTELLO</b>				
016131	1/14/03	011403claims 1/14/03	\$227.00	01/03 print/process
016131	1/14/03	011403claims 1/14/03	\$850.00	01/03 legal retainer
<i>Search Name HUGHES &amp; COSTELLO</i>			<u>\$1,077.00</u>	
<b>Search Name KENNEDY &amp; GRAVEN</b>				
016132	1/14/03	011403claims 54465	\$84.00	11/02 legal fees
<i>Search Name KENNEDY &amp; GRAVEN</i>			<u>\$84.00</u>	
<b>Search Name LILLIE SUBURBAN NEWS</b>				
016133	1/14/03	011403claims 1/14/03	\$550.52	11/02 roseville review deliv
<i>Search Name LILLIE SUBURBAN NEWS</i>			<u>\$550.52</u>	
<b>Search Name MEDBERY, JULIE</b>				
016134	1/14/03	011403claims 1/14/03	\$98.67	driveway credit '01 st/util imp
<i>Search Name MEDBERY, JULIE</i>			<u>\$98.67</u>	
<b>Search Name MINNESOTA AFSCME</b>				

CITY OF LAUDERDALE

Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
016135	1/14/03	011403claims 1/14/03	\$78.96	12/02 union dues
<i>Search Name MINNESOTA AFSCME</i>			\$78.96	
<b>Search Name MN ASSOC URBAN MGMT ASSISTANTS</b>				
016136	1/14/03	011403claims 1/14/03	\$30.00	james annual memb dues
<i>Search Name MN ASSOC URBAN MGMT ASSISTANTS</i>			\$30.00	
<b>Search Name MN STATE TREASUER</b>				
016137	1/14/03	011403claims 1/14/03	\$929.08	4q02 bldg permit surcharges
<i>Search Name MN STATE TREASUER</i>			\$929.08	
<b>Search Name NELSON, SARA</b>				
016138	1/14/03	011403claims 1/14/03	\$12.00	rv nonresi reimb \$6x2
<i>Search Name NELSON, SARA</i>			\$12.00	
<b>Search Name NORTH STAR BANK, PETTY</b>				
016139	1/14/03	011403claims 1/14/03	\$16.47	coffee
016139	1/14/03	011403claims 1/14/03	\$6.00	rv rec nonresi reimb n buckingolts
016139	1/14/03	011403claims 1/14/03	\$4.53	halloween decoration
016139	1/14/03	011403claims 1/14/03	\$13.00	pcic pizza
016139	1/14/03	011403claims 1/14/03	\$13.04	gen office supplies
016139	1/14/03	011403claims 1/14/03	\$29.20	shannon mileage
<i>Search Name NORTH STAR BANK, PETTY</i>			\$82.24	
<b>Search Name PARK HARDWARE HANK</b>				
016140	1/14/03	011403claims 20690	\$40.82	snow shovel for city hall
<i>Search Name PARK HARDWARE HANK</i>			\$40.82	
<b>Search Name PARK SERVICE</b>				
016141	1/14/03	011403claims 1/14/03	\$69.71	12/02 truck fuel
016141	1/14/03	011403claims 1/14/03	\$69.71	12/02 truck fuel
<i>Search Name PARK SERVICE</i>			\$139.42	
<b>Search Name PICKARD, PAUL</b>				
016142	1/14/03	011403claims 1/14/03	\$174.15	driveway credit '01 st/util imp
<i>Search Name PICKARD, PAUL</i>			\$174.15	
<b>Search Name QWEST</b>				
016143	1/14/03	011403claims 1/14/03	\$225.58	01/03 city hall phone
<i>Search Name QWEST</i>			\$225.58	
<b>Search Name RAMSEY COUNTY PUBLIC HEALTH</b>				
016144	1/14/03	011403claims 1/14/03	\$38.00	'03 food license
016144	1/14/03	011403claims 1/14/03	\$38.00	'03 food license
016144	1/14/03	011403claims 1/14/03	\$38.00	'03 food license
<i>Search Name RAMSEY COUNTY PUBLIC HEALTH</i>			\$114.00	
<b>Search Name RAMSEY COUNTY, ELECTIONS</b>				
016145	1/14/03	011403claims 1/14/03	\$1,315.52	new voting equip annual pmnt 1/5
<i>Search Name RAMSEY COUNTY, ELECTIONS</i>			\$1,315.52	
<b>Search Name RAMSEY COUNTY, PROP REC &amp; REV</b>				
016146	1/14/03	011403claims prrv000224	\$161.80	12/02 tnt notice reimb

CITY OF LAUDERDALE

Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
016146	1/14/03	011403claims pubw003259	\$767.27	12/02 plow/sand
<i>Search Name RAMSEY COUNTY, PROP REC &amp; REV</i>			\$929.07	
<b>Search Name RAPIT PRINTING</b>				
016147	1/14/03	011403claims 102293	\$174.05	1q03 newsletter
<i>Search Name RAPIT PRINTING</i>			\$174.05	
<b>Search Name SAM'S CLUB</b>				
016148	1/14/03	011403claims 1/14/03	\$11.22	annual admin fee, service charge
<i>Search Name SAM'S CLUB</i>			\$11.22	
<b>Search Name SELBY ORNAMENTAL IRON</b>				
016149	1/14/03	011403claims 2271	\$725.00	railings for '02 st/util imp project
<i>Search Name SELBY ORNAMENTAL IRON</i>			\$725.00	
<b>Search Name SPRINT PCS</b>				
016150	1/14/03	011403claims 1/14/03	\$18.07	Nov, Dec '02 pw cell phone
016150	1/14/03	011403claims 1/14/03	\$18.07	Nov, Dec '02 pw cell phone
<i>Search Name SPRINT PCS</i>			\$36.14	
<b>Search Name ST. PAUL PIONEER PRESS</b>				
016151	1/14/03	011403claims 1/14/03	\$24.90	4q02 newspaper subscription
<i>Search Name ST. PAUL PIONEER PRESS</i>			\$24.90	
<b>Search Name TWIN CITY SAW COMPANY</b>				
016152	1/14/03	011403claims 6784	\$45.88	parts for chain saw, weed trimmer
<i>Search Name TWIN CITY SAW COMPANY</i>			\$45.88	
<b>Search Name US BANK, DEBT SERVICES</b>				
016153	1/14/03	011403claims 1/14/03	\$31,760.01	'02 st/util imp bond interest
016153	1/14/03	011403claims 1/14/03	\$75,000.00	'00 st/util imp bond principal
016153	1/14/03	011403claims 1/14/03	\$25,660.00	'00 st/util imp bond interest
<i>Search Name US BANK, DEBT SERVICES</i>			\$132,420.01	
<b>Search Name WALTER'S RUBBISH</b>				
016154	1/14/03	011403claims 156389	\$26.33	12/02 garbage service
016154	1/14/03	011403claims 156389	\$26.32	12/02 garbage service
<i>Search Name WALTER'S RUBBISH</i>			\$52.65	
<b>Search Name WARD, GLENN</b>				
016155	1/14/03	011403claims 1/14/03	\$304.74	driveway credit '01 st/util imp
<i>Search Name WARD, GLENN</i>			\$304.74	
<b>Search Name WELLS FARGO BANK MINNESOTA, NA</b>				
016156	1/14/03	011403claims 1/14/03	\$130,000.00	tif bond principal
016156	1/14/03	011403claims 1/14/03	\$7,730.00	tif bond interest
<i>Search Name WELLS FARGO BANK MINNESOTA, NA</i>			\$137,730.00	
<b>Search Name XCEL ENERGY</b>				
016157	1/14/03	011403claims 1/14/03	\$122.06	12/02 city hall electric
016157	1/14/03	011403claims 1/14/03	\$429.58	12/02 street lighting
016157	1/14/03	011403claims 1/14/03	\$205.12	12/02 park gas
016157	1/14/03	011403claims 1/14/03	\$10.15	12/02 garage electric


CITY OF LAUDERDALE

Vendor Transactions

CHECK Nbr	Check Date	Batch Name Invoice	Amount	Comments
016157	1/14/03	011403claims 1/14/03	\$10.15	12/02 garage electric
016157	1/14/03	011403claims 1/14/03	\$74.33	12/02 garage gas
016157	1/14/03	011403claims 1/14/03	\$40.69	12/02 city hall electric
016157	1/14/03	011403claims 1/14/03	\$90.55	12/02 city hall gas
016157	1/14/03	011403claims 1/14/03	\$271.66	12/02 city hall gas
016157	1/14/03	011403claims 1/14/03	\$74.33	12/02 garage gas
<i>Search Name XCEL ENERGY</i>			<u>\$1,328.62</u>	
<b>Search Name XCEL ENERGY, LIFT STATIONS</b>				
016158	1/14/03	011403claims 1/14/03	\$80.90	12/02 lift station electric
016158	1/14/03	011403claims 1/14/03	\$17.20	12/02 lift station gas
<i>Search Name XCEL ENERGY, LIFT STATIONS</i>			<u>\$98.10</u>	
<b>Grand Total</b>			<u>\$308,447.33</u>	

# Memos by James

**DATE:** JANUARY 14, 2003  
**TO:** HONORABLE MAYOR AND COUNCIL  
**FROM:** JAMES BOWNIK, ADMINISTRATIVE ANALYST  
**RE:** APPROVAL OF THE 2003 LAUDERDALE INVESTMENT POLICY



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## BACKGROUND

Within the first quarter of the year, the City Council reviews the City's Investment Policy in order to keep the Investment Policy current and applicable to the City's needs. I have attached the proposed 2003 Investment Policy for your review, which includes the following change:

- 1) An update of the funds listed in section 3.0 (page 1). This section was updated due to the creation of new funds as a result of the street and utility improvement project.

## COUNCIL ACTION REQUESTED

Motion to approve the 2003 Lauderdale Investment Policy.

# City of Lauderdale

2003

## Investment Policy

### 1.0 Policy:

It is the policy of the City of Lauderdale to invest public funds in a manner which will provide the highest investment return with the maximum security - while meeting the daily cash flow demands of the City in accordance with all state and local statutes governing the investment of public funds.

### 2.0 Definitions:

Investment Designee - the investment designee is an employee of the City designated by the City Administrator to perform the investment function within the provisions set forth in this policy and in Minnesota State Statutes.

### 3.0 Scope:

This investment policy applies to all financial assets of Lauderdale. These funds are accounted for in the City's Comprehensive Annual Financial Report and include:

101	General Fund
201-203	Special Revenue Funds
301-304	Debt Service Funds
401-413	Capital Improvement Funds
601	Sewer Fund

### 4.0 Objectives:

- 1. Liquidity:** The City Administrator or investment designee shall assure that funds are constantly available to meet immediate payment requirements including payroll, accounts payable and debt service.
- 2. Safety:** Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. To attain this objective, diversification is required. Speculation is prohibited.
- 3. Return:** The investment portfolio shall be designated to attain a market average rate of return throughout budgetary and economic cycles, taking into account investment risk constraints and the cash flow characteristics of the portfolio.

## **5.0 Prudence:**

All investment transactions shall be made with a degree of judgment and care. The standard of prudence, meaning not for speculation and with consideration of the probable safety of the capital as well as the probable investment return derived from assets, will be applied in all investment transactions.

## **6.0 Cash Management Procedures:**

Cash management is essential to a good investment program. The City Administrator has responsibility to organize and establish procedures for effective cash management, based on the following guidelines:

1. Cash flow projections will be prepared at the beginning of each budget year.
2. At a minimum the checking account balance of the City shall always be kept at the amount necessary to cover outstanding checks.
3. All investments will be made with the intent they will be held to maturity.
4. **At least three bids will be sought for each security purchased.**
5. Each morning a cash balance will be prepared based on cash received the previous day, warrants paid the previous day, and sizable checks or wire transfers which present investment opportunity.
6. Each morning, the investment records will be reviewed and updated as investments mature or are purchased.
7. Each month the investment records will be balanced to the financial records.
8. Each month, the investment designee shall submit an investment report to the City Administrator.
9. Interest Earnings will be allocated to the various City funds quarterly (see section 9).
10. The General Fund will be allocated a management fee equal to five percent of the investment earnings.
11. Within 30 days of the end of each quarter, the City Administrator or investment designee shall submit an investment report to the City Council that summarizes recent market conditions, economic developments, and anticipated investment conditions. The report shall summarize the investment strategies employed in the most recent quarter, and describe the portfolio in terms of investment securities, maturities, risk characteristics, and other features. The report shall explain the quarter's total investment return and compare the return with budgetary expectations. The report will include an appendix that discloses all transactions during the past quarter.

12. Each quarterly report shall indicate areas of policy concern and suggested or planned revision of investment strategies. Copies shall be transmitted to the independent auditor.

13. Within 40 days of the end of the fiscal year, the City Administrator or investment designee shall present a comprehensive annual report to the City Council on the investment program and investment activity. The annual report shall include 12 months and separate quarterly comparisons of return and shall suggest policies and improvements that might be made in the investment program.

**7.0 Authorized and Suitable Investments:** - See Appendix A for Complete Definitions

1. It is the policy of the City of Lauderdale that available funds be invested at the best rates obtainable at the time of investment in conformance with the legal and administrative guideline outlined herein. U.S. Treasury Obligations and Federal Agency Securities will be given preference when the yields are equal to or greater than alternative investments.

2. The City of Lauderdale shall exclude mortgage derivative products that are “high risk” per Minnesota Statute 118A.04. Documentation of compliance (the results of three separate independent statutory (Impact) tests all indicating that the security is not “High Risk”) will be kept on file for auditing and review purposes.

3. The investments of the City of Lauderdale will be made in accordance with Minnesota statutes and be further restricted to the following:

**a. United States Treasury Obligations**

**b. Federal Agencies Securities**

**c. Repurchase Agreements (Repo’s) - Repo transactions are restricted to:**

1. A primary reporting dealer in U.S. government securities who reports to the Federal Reserve Bank of New York, or

2. National or state banks in the U.S. which is a member of the Federal Reserve system and whose combined capital and surplus equals or exceeds \$10,000,000.

3. A securities broker-dealer having its primary executive office in Minnesota and licensed pursuant to Chapter 80A, or an affiliate of it, registered by the SEC and maintaining a combined capital and surplus of \$40,000,000 or more, exclusive of subordinated debt.



4. The City of Lauderdale shall receive a confirmation/safekeeping receipt with a complete description of the collateral on the Repo.

**d. Certificates of Deposit**

1. All Certificates of Deposit purchased by the City of Lauderdale are secured by FDIC Insurance. Amounts in excess of \$100,000 (maximum insured) shall be secured in accordance with Minnesota Statutes.

**e. Bankers Acceptances**

1. Banker's Acceptances shall be restricted to the 50 largest banks in the United States (as measured by deposits). Investments in banker's acceptances shall not be made if news leads offer concerns over the financial condition of these banks.

2. The broker, dealer, or bank shall verify that the banker's acceptance is eligible for purchase by the Federal Reserve System.

**f. Commercial Paper**

1. Commercial Paper shall be restricted to issues that mature in 270 days or less with a rating of A-1 (Moody's), P-1 (Standard & Poors), or F-1 (Fitch) among at least two of these three rating agencies.

**g. Money Market Funds**

1. The fund shall consist of United States Treasury obligations and federal agency issues and be consistent with the City of Lauderdale's objective of preservation of capital.

**3. Safekeeping** - Investments may be held with:

1. Any Federal Reserve bank.
2. Any bank authorized under the laws of the United States or any State to exercise corporate trust powers, including but not limited to the bank from which the investment is purchased.
3. A primary reporting dealer in United States government securities whom reports to the Federal Reserve Bank of New York.
4. A securities broker-dealer as described in section 7.2, subpart c: 3.

The City's ownership of all securities in which the fund is invested shall be evidenced by a written acknowledgment identifying the securities by name of issue, maturing date, interest rate, and serial number or other distinguishing mark.

## **8.0 Diversification:**

The City Administrator or investment designee shall diversify use of investment instruments to avoid incurring unreasonable risks inherent in over-investing in specific investments, individual financial institutions, or maturities. Diversification strategies shall be determined and revised periodically by the City Council for all funds.

1. **Institutions** - Diversity between financial institutions used.
  - a. No more than 60% of the investment portfolio, or \$2,000,000 (whichever is less) shall be invested with any one investment company.
  - b. No funds may be invested in any one investment company in excess of the amount insured by it.
2. **Maturities** - Diversity in length of maturities.
  - a. Investments shall be made to assure that funds are constantly available to meet immediate payment requirements including payroll, accounts payable, debt service, and planned projects.
  - b. No investments shall be made with a term over 10 years unless with prior approval from the City Council.
3. **Investments** - The City should maintain a diversity of investments.
  - a. With the exception of U.S. Treasury securities, authorized pools, and Federal Agencies (backed by the full faith and credit of the U.S. Government) - no more than 50% of the entity's total investment portfolio may be invested any one of the following: Repurchase Agreements, Certificates of Deposit, Banker's Acceptances, or Commercial Paper.

## **9.0 Pooling of Investments:**

For the purposes of making the maximum amount of funds available for investment, the cash for all City funds is pooled in an investment account. Interest earnings are allocated among the various funds based upon their average cash balance.

## **10.0 Authorized Financial Dealers & Institutions:**

1. At the beginning of each year, the City Council approves depositories and investment firms.
2. All dealers and institutions must qualify as set out in Section 7.3, subpart c.

3. A current annual statement shall be kept on file for each bank, broker, or dealer with whom business is done.

4. All dealers and institutions must have at least \$500,000 of Securities Investor Protection Corporation (SIPC) insurance.

5. Before engaging in investment transactions with the City of Lauderdale, the supervising officer at the securities broker/dealer shall submit a certification of "Notification to Broker and Certification by Broker Pursuant To Minnesota Statute 118A.04". Said certification will state that the broker/dealer has reviewed the investment policies and objectives, as well as applicable state law, and agrees to disclose potential conflicts or risk to public funds that might arise out of business transactions between the securities broker/dealer firm and the City of Lauderdale. All financial institutions shall agree to undertake reasonable efforts to preclude imprudent transactions involving the City of Lauderdale's funds.

#### **11.0 Ethics and Conflicts of Interest:**

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City Administrator and City Council any material financial interests in financial institutions that conduct business within this jurisdiction, and they shall further disclose any large personal financial/investment positions over \$50,000 that could be related to the performance of this jurisdiction's portfolio. Employees and officers shall subordinate their personal investment transactions to those of this jurisdiction, particularly with regard to timing of purchases and sales.

#### **12.0 Annual Review:**

In order to keep this policy current and applicable to the City's needs, it will be the practice of the City Council to review and approve the investment policy within the first quarter of each year.

# Appendix A

## Eligible Instruments For City Investment

“All investments must comply with the City’s investment policy and Minnesota Statutes”

**1. United States Treasury Obligations** constitute the largest segment of the market for fixed income securities. In general, treasury securities are the safest and most marketable securities and yield the lowest return for a given maturity of all instruments.

**U.S. Treasury Bills** carry the full faith and credit guarantee of the U.S. Government are issued at a discount from par and mature in one year or less. (\$10,000 minimum).

**U.S. Treasury Notes & Bonds** are also guaranteed by the U.S. Government, and have a semi-annual interest coupon and original maturities 2 to 30 years. Maturities under four years (\$5,000 minimum): 4 years or longer (\$1,000 minimum).

**U.S. Treasury STRIPS** and Treasury Receipts are zero coupon securities, with maturities ranging from 6 months to 30 years. (\$1,000 minimum).

**2. Federal Agency Securities** are obligations of various agencies and corporations chartered by the federal government and guaranteed by the agency issuing the security.

**FHLB - Federal Home Loan Bank** borrows funds in the securities markets in order to provide savings and loans with an adequate flow of funds for the home mortgage market. Maturities range from 1 to 30 years. (\$10,000 minimum).

**FNMA - Federal National Mortgage Association** (Fannie Mae) is the largest single holder of residential mortgages, and finances its purchases through sales of debentures ranging from 1 to 30 years. (\$10,000 minimum).

**FFCB - Federal Farm Credit Consolidated Bonds** are joint obligations of the 37 Farm Credit Banks (12 Federal Land Banks, 12 Federal Intermediate Credit Banks and 13 Banks for Cooperatives). They come to market each month with 3 month, 6 month, and 1 year maturities - and occasionally a longer maturity. (\$5,000 minimum).

**FHLMC - Federal Home Loan Mortgage Corporation** (Freddie Mac) increases the availability of mortgage credit by maintaining an active, nation-wide secondary market for mortgages. Maturities range from 1 to 30 years. (\$10,000 minimum).

**SLMA - Student Loan Marketing Association** (Sallie Mae) provides liquidity for lenders engaged in the Federal Guaranteed Student Loan Program. Sallie Mae offers fixed rate and floating rate securities with maturities from 6 months to 30 years. (\$10,000 minimum).

**GNMA - Government National Mortgage Association Notes** (Ginnie Mae) is the only U.S Treasury Guarantee Backed Agency. They issue mortgage securities and pay back both interest and principle. They offer 6 month to 30 year maturities. (\$25,000 minimum).

**REFCORP Strips - Resolution Funding Corporation** provides financing for the Resolution Trust Corporation, which was created to help the government in the sale and disposition of failed thrifts and their assets. Refcorp Strips and zero coupon securities rang in maturity from 6 months to 30 years. (\$1,000 minimum).

**TVA - Tennessee Valley Authority** issues primarily long-term securities for the power creation arm of the TVA.

**Agency Discount Notes** are issued by the Federal Farm Credit, Federal Home Loan, Fannie Mae, Freddie Mac, and Sallie Mae. These are issued at a discount and have maturities ranging from 1 to 360 days. (\$100,000 minimum).

**3. Repurchase Agreements (Repo's)** provide for the sale of short-term securities by a securities dealer to investors, such as cities, with an agreement to repurchase the securities at a specified future date. The investor receives a given yield while holding the security and the repurchase price is guaranteed in advance. The length of the holding period is tailored to the investor - usually of very short duration. Rates are related to Treasury Bills, federal funds, and loans to government security dealers by commercial banks.

**4. Certificate of Deposits (CD's)** are the deposit of funds at a commercial bank for a specified period of time and at a specified rate of interest. Yields on Certificates of Deposit tend to be higher than on Treasury Bills of comparable maturity.

**5. Commercial Paper** is an unsecured promissory note with a fixed maturity of no more than 270 days. Commercial Paper is normally sold at a discount from face value.

**6. Banker's Acceptances** are short-term, non-interest-bearing notes sold at discount and redeemed at face value. It is secured by the goods which it finances - the bank accepts the draft, and the issuers promise to pay. These notes trade at a rate equal to, or slightly higher than Certificates of Deposit - depending on market supply and demand.

**7. Money Market Funds** are short term, high quality investments sold by large banks. These instruments include Treasury Bills and notes, Certificates of Deposits, Commercial Paper, Banker's Acceptances, and Federal Agency Securities.

**8. State of Minnesota & it's Agencies** - Bonds that are issued by the State of Minnesota or any of its agencies. The bonds are backed by the full faith of the State of Minnesota or collateralized with mortgages.

# Memos by James

**DATE:** JANUARY 14, 2003  
**TO:** HONORABLE MAYOR AND COUNCIL  
**FROM:** JAMES BOWNIK, ADMINISTRATIVE ANALYST  
**RE:** 2003 INVESTMENT INSTITUTIONS

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## **BACKGROUND**

At the beginning of the year, the City Council approves depositories and investment institutions for the new year. I have attached the proposed 2003 investment institutions with the addition of Northland Securities.

## **COUNCIL ACTION REQUESTED**

Motion to approve Resolution 011403A relating to the 2003 Investment Institutions.

**RESOLUTION NO. 011403A**

**CITY OF LAUDERDALE  
COUNTY OF RAMSEY  
STATE OF MINNESOTA  
DESIGNATION OF INSTITUTIONS FOR INVESTMENT FUNDS**

**BE IT HEREBY RESOLVED** that the following institutions meet all of the requirements set forth in Minnesota State Statutes and in the Lauderdale Investment Policy, and

**BE IT FURTHER RESOLVED** that the following institutions be designated for investing Lauderdale's idle funds:

Dain Rauscher Investment Services, Minneapolis

Miller Johnson Steichen Kinnard, Minneapolis

Minnesota Municipal Money Market (4M) Fund  
c/o Voyager Asset Management, Minneapolis

Northland Securities, Minneapolis

Salomon Smith Barney, St. Paul

US Bancorp Investments, Minneapolis

Wells Fargo Brokerage Services, Minneapolis

Dated this 14th day of January 2003 by the Lauderdale City Council.

(ATTEST)

\_\_\_\_\_  
Jeff Dains, Mayor

(SEAL)

\_\_\_\_\_  
Rick Getschow, City Administrator

# Memo

**To:** Honorable Mayor & City Council  
**From:** Shannon Goyette, Deputy Clerk  
**Re:** 2003 License Applications

The following businesses have submitted license applications for 2003.

**Garbage:** Walter's Recycling & Refuse

**HVAC:** Kath Fuel Oil Service Co.  
Fireside Corner  
Snelling Co.  
A-1 Walsh  
Standard Heating & A/C  
New Mech Companies, Inc.  
CenterPoint Energy Minnegasco  
Wenzel Heating & A/C  
GR Mechanical

**Tree:** Precision Landscape & Tree  
Northeast Tree & Timber

**Gasoline:** JAL Amoco Service  
Rosehill Service

**Cigarette:** JAL Amoco Service  
SuperUSA

**3.2 Liquor:** SuperUSA



## **Lauderdale City Council Memorandum**

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Council Meeting Date: January 14, 2003  
To: Mayor and City Council  
From: Rick Getschow, City Administrator  
Agenda Item: 2003 Mileage Rate

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### **BACKGROUND:**

The personnel policy states that vehicle expenses (mileage reimbursement) will be reimbursed at rates set under federal guidelines. The Lauderdale mileage reimbursement was 36.5 cents per mile in 2002.

For 2003, the IRS has stated that the standard mileage rate will be 36 cents per mile, this a decrease of ½ cent from the 36.5 cent rate from 2002.

### **ENCLOSURES:**

1. IRS Press Release "IRS Announces 2003 Standard Mileage Rates"

### **COUNCIL ACTION REQUESTED:**

Motion to approve the City Mileage Reimbursement Rate at 36 cents per mile for 2003, matching the IRS rate.

**IRS****News Release**

Media Relations Office

Washington, D.C.

Tel. 202.622.4000

For Release: 9/18/02

Release No: IR-2002-100

**IRS ANNOUNCES 2003 STANDARD MILEAGE RATES**

WASHINGTON –The Internal Revenue Service today announced the optional standard mileage rates to use for 2003 in computing the deductible costs of operating an automobile for business, charitable, medical or moving expense purposes.

The amounts for the various deductible costs for use of a car will be effective January 1, 2003, and are as follows:

- The standard mileage rate for the use of a car for business purposes is 36 cents a mile for all business miles driven, down from 36.5 cents a mile in 2002.
- The standard mileage rate for the use of a car when giving services to a charitable organization remains at 14 cents a mile.
- The standard mileage rate for the use of a car for medical reasons is 12 cents a mile, down from 13 cents a mile in 2002.
- The standard mileage rate to use when computing deductible moving expenses is 12 cents a mile, down from 13 cents a mile in 2002.

The standard mileage rates for business, medical and moving purposes are based on an annual study of the fixed and variable costs of operating an automobile. The primary reason for the mileage rate decreases is the decline in fuel prices during the study period, which ended on June 30. An independent contractor conducted the study on behalf of the IRS. The charitable standard mileage rate is set by law.

Revenue Procedure 2002-61 contains additional information on these standard mileage rates. It will appear in Internal Revenue Bulletin 2002-39, dated September 30, 2002. It will also be available through the "Advance Notice for Tax Professionals" section of the IRS Web site at [www.irs.gov](http://www.irs.gov).

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# Lauderdale City Council Memorandum

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Council Meeting Date: January 14, 2003  
To: Mayor and City Council  
From: Rick Getschow, City Administrator  
Agenda Item: NPDES Phase II Letter of Agreement with BRAA

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## **BACKGROUND:**

In August of 2002, the City Council approved participation in a LMC consortium with other Minnesota communities for the purpose of creating a Guideplan for the NPDES Phase II stormwater permit that will be due in March of 2003. Over 100 cities in the State of Minnesota that will need to comply with the Clean Water Act's Phase II stormwater program, have participated in the Guideplan group. As you may recall from a recent Friday Report, the initial cost of \$5,000 was reduced to \$3,000 following a \$2,000 refund in December due to excellent participation by affected cities. Also, the city's engineering consultant Bonestroo, was the consultant chosen by the LMC to create the Guideplan. But as I have mentioned since this mandate first came down, the Guideplan only assists a community in getting part of the way through the permit process.

As has been noted, there are many elements to the NPDES permit requirements, but one of the largest components of the permit is the city requirement to develop, implement and enforce a city-wide storm water pollution prevention plan. The elements of that plan that must include the following six minimum control measures:

- Implement an overall public education and outreach program;
- Use public participation in creating and implementing the city-wide storm water pollution prevention plan;
- Develop, implement, and enforce a program to detect and eliminate illicit discharges;
- Construction site storm water runoff control program;
- Post-construction storm water management in new development and redevelopment; and
- Pollution prevention/good housekeeping for municipal operations

The City must also define appropriate BMP's or *best management practices* for each of the six control measures and have *measurable goals* for each BMP. The engineering consultant can assist city staff in defining these BMP's and creating quantifiable goals. More importantly, the consultant can assist in drafting a citywide storm water pollution prevention plan and a permit application that is defensible in court.

Since Bonestroo was the consultant chosen by the League to lead the Guideplan effort, their use by the City in moving forward with this process is highly justifiable. In fact, other communities that use different or multiple engineering firms have generally chosen Bonestroo to assist in undertaking this effort. The letter of agreement that is included in the packet details the services that are needed to create the proper storm water pollution prevention plan and the other necessary components that are needed to apply for the permit. For smaller communities, BRA is estimating the consulting cost of this effort will be approximately between \$12,000-\$15,000 in 2003. Lauderdale will be on the lower end of the scale because of our prior efforts in enacting a storm water management ordinance and a capital storm water management plan. Larger communities, such as Roseville, will be expending more than \$20,000 in consulting engineering towards this unfunded mandate.

#### **ENCLOSURES:**

1. Letter of Agreement for NPDES Phase II Assistance dated December 17, 2002

#### **COUNCIL ACTION REQUESTED:**

Motion to approve the letter of agreement for NPDES Phase II Assistance with Bonestroo, Rosene, Anderlik, and Associates dated December 17, 2002.



Bonestroo, Rosene, Anderlik and Associates, Inc. is an Affirmative Action/Equal Opportunity Employer and Employee Owned

**Principals:** Otto G. Bonestroo, P.E. • Marvin L. Sorvala, P.E. • Glenn R. Cook, P.E. • Robert G. Schunicht, P.E. • Jerry A. Bourdon, P.E.

**Senior Consultants:** Robert W. Rosene, P.E. • Joseph C. Anderlik, P.E. • Richard E. Turner, P.E. • Susan M. Eberlin, C.P.A.

**Associate Principals:** Keith A. Gordon, P.E. • Robert R. Pfefferle, P.E. • Richard W. Foster, P.E. • David O. Loskota, P.E. • Mark A. Hanson, P.E. • Michael T. Rautmann, P.E. • Ted K. Field, P.E. • Kenneth P. Anderson, P.E. • Mark R. Rolfs, P.E. • David A. Bonestroo, M.B.A. • Sidney P. Williamson, P.E., L.S. • Agnes M. Ring, M.B.A. • Allan Rick Schmidt, P.E. • Thomas W. Peterson, P.E. • James R. Maland, P.E. • Miles B. Jensen, P.E. • L. Phillip Gravel III, P.E. • Daniel J. Edgerton, P.E. • Ismael Martinez, P.E. • Thomas A. Sytko, P.E. • Sheldon J. Johnson • Dale A. Grove, P.E. • Thomas A. Roushar, P.E. • Robert J. Devery, P.E.

**Offices:** St. Paul, St. Cloud, Rochester and Willmar, MN • Milwaukee, WI • Chicago, IL

**Website:** [www.bonestroo.com](http://www.bonestroo.com)

December 17, 2002

Mr. Richard Getschow  
City Administrator  
City of Lauderdale  
1891 Walnut St.  
Lauderdale, MN 55113-5137

Letter Agreement for NPDES Phase II Assistance

Dear Rick:

Thank you for selecting our firm to provide NPDES Phase II MS4 Permit application assistance ("Project"). Our proposal is summarized in the form of this letter that, when signed, will become an agreement between the City of Lauderdale ("City") and Bonestroo, Rosene, Anderlik & Associates, Inc. ("Consultant").

### **Scope of Basic Services**

Consultant's Basic Services are set forth in Appendix A, Section 1. These services are based on the steps set forth in the LMC Guide Plan developed by the Consultant and in which the City has participated. The services are based on the following concepts and principles:

- Cities should use existing programs to meet the Permit requirements to the greatest extent possible in order to control costs
- BMPs and Measurable Goals must be selected and written with care so that the City's commitments are attainable and its SWPPP is legally defensible.
- The City must work through a process, including a self-assessment step, in order to meet the Maximum Extent Practicable standard stated in the Permit requirements.

Initially, Consultant may proceed only with Stage 1 Basic Services. Consultant will not proceed with Stage 2 until an agreement amendment has been signed by both parties that sets forth an updated scope of Stage 2 Basic Services and the Consultant's compensation for such services.

The City may revise the responsibility for tasks listed in Appendix A as the project proceeds. In this event, the Consultant's compensation will be adjusted in a manner acceptable to both parties.

### **Compensation**

For the Basic Services outlined in Appendix A, Section 1, Stage 1, the City will pay Consultant on an lump sum basis \$8,200 without authorization from the City, plus Reimbursable Expenses in accordance with the Reimbursable Expenses Schedules attached as Appendix B.

Supplemental Services – defined as services authorized by the City and performed by Consultant staff, which are not included in Basic Services (Appendix A, Section 2)—shall be paid for by the City on an hourly basis plus Reimbursable Expenses in accordance with Appendix B.

**Standard Terms and Conditions**

The Standard Terms and Conditions attached as Appendix C are incorporated in this Agreement.

Please have both copies of this letter agreement signed by the City and return one copy to Randy Neprash of our firm as our notice to proceed. We appreciate this opportunity to again work with you and the City of Lauderdale.

Sincerely,

BONESTROO, ROSENE, ANDERLIK &  
ASSOCIATES, INC

ACCEPTED BY:  
CITY OF LAUDERDALE, MN

By Marvin L. Sorvala  
Marvin L. Sorvala, President

By \_\_\_\_\_  
Richard Getschow, Administrator

Date 12-17-02

Date \_\_\_\_\_

# Appendix A

## Consultant's Services

### 1. Basic Services

**Stage 1**— Steps 1 – 6 from the LMC NPDES Phase II MS4 Guide Plan, comprised of the following tasks:

1. **First meeting** with City staff – half day
  - Conduct self-assessment, with City staff participation
  - Review BMP lists and functions with City staff – full and concise list
  - Keep meeting notes
2. Write up self-assessment – memo format
3. City staff fills in Guide Plan BMP lists and sends to Consultant
4. Compile and process lists of existing Best Management Practices (“BMPs”)
  - City BMPs and BMPs from outside entities
  - Focus on education requirements and BMPs
  - Select and classify BMPs
  - Write-up – list format, with comments
  - Review by City staff
5. Review ordinances for compliance with Permit requirement
  - Compiled by City staff and attorney
  - Consultant review
  - Write-up – memo format
  - Review by City staff and attorney
6. Begin to assemble first portion of the Storm Water Pollution Prevention Plan (“SWPPP”)
  - Assemble selected BMPs into SWPPP format
  - Prepare options for Measurable Goals for each BMP, with options for implementation schedules
  - Write-up – list format, with comments
  - Review by City staff
7. **Second meeting**
  - Review and discuss BMPs and Measurable Goals options
  - Select appropriate Measurable Goals for each BMP
  - Keep meeting notes
8. Complete assembly of first portion of the SWPPP
  - Draft format
  - Review by City staff

**Stage 2**—Steps 7 – 8 from the LMC NPDES Phase II MS4 Guide Plan, comprised of the following tasks. This scope of services is subject to updating and refinement upon completion of Stage 1.

1. Fill in the gaps
  - Memo – identify gaps
  - Meet with City staff – ***third meeting*** to discuss and identify gaps where previously selected BMPs fall short of meeting Permit requirements
  - Identify possible new BMPs
  - Brainstorming
2. Compile and process possible new BMPs
  - Assemble possible BMPs into SWPPP format
  - Prepare options for Measurable Goals
  - Write-up – list and memo formats
3. ***Fourth meeting***
  - Review and discuss BMPs and Measurable goals options
  - Finalize selection of new BMPs
  - Select appropriate Measurable Goals for each BMP
  - Keep meeting notes
4. Finalize SWPPP and Permit application
  - Final write-up and Permit application preparation
  - Final review by City staff
  - Final review by Council – presentation by Consultant

## **2. Supplemental Services**

If authorized by the City, the Consultant may provide the following Supplemental Services.

- Staff workshop
- Council/Commission workshop
  - Information session at the front end
  - Final review and workshop at the back end
- Public information workshop and/or literature
- Any other service not otherwise included in Basic Services



## Appendix B 2002 Billing Rate Schedule

<b>Labor Classification</b>	<b>Range of Hourly Rates</b>
Senior Principal	\$103.00 - \$113.00
Principal	98.00 - 108.00
Project Manager   Senior Scientist   Planner	93.00 - 103.00
Registered Engineer/Architect/Landscape Architect	82.00 - 93.00
Natural Resource Specialist   Software Programmer   Sr. GIS Specialist	82.00 - 93.00
Project Engineer/Architect/Landscape Architect/Scientist	72.00 - 83.00
GIS Specialist   Senior Designer	70.00 - 78.00
Graduate Engineer/Architect/Landscape Architect/Scientist	67.00 - 76.00
Senior Draftsperson	58.00 - 72.00
Draftsperson	54.00 - 66.00
Word Processor	37.00 - 43.00
Senior Field Supervisor	72.00 - 83.00
Field Supervisor   Senior Crew Chief	64.00 - 76.00
Senior Inspector	58.00 - 72.00
Inspector   Crew Chief   Senior Technician	54.00 - 66.00
Technician	37.00 - 52.00
These rates are adjusted annually in accordance with the normal review procedures of Bonestroo, Rosene, Anderlik and Associates, Inc.	

## 2003 Billing Rate Schedule

Classification	Hourly Rate
Senior Principal	\$105.00 - \$115.00
Principal	101.00 - 111.00
Specialist*	90.00 - 150.00
Project Manager   Planner	97.00 - 107.00
Registered Engineer/Architect/Landscape Architect   Sr. GIS Designer	84.00 - 96.00
Project Engineer/Architect/Scientist/Landscape Architect	74.00 - 85.00
GIS Designer   Senior Designer	71.00 - 80.00
Graduate Engineer/Architect/Scientist/Landscape Architect	69.00 - 78.00
Senior Draftsperson	59.00 - 73.00
Draftsperson	55.00 - 67.00
Project Technician	38.00 - 44.00
Senior Field Supervisor	76.00 - 87.00
Field Supervisor   Senior Crew Chief	67.00 - 80.00
Senior Inspector	60.00 - 74.00
Inspector   Crew Chief   Senior Technician	56.00 - 69.00
Technician	38.00 - 54.00
* Specialist: Experts in highly technical disciplines.	
These rates are adjusted annually in accordance with the normal review procedures of Bonestroo, Rosene, Anderlik and Associates, Inc.	

## 2002 Schedule of Reimbursable Expenses

8 1/2" x 11 " Black and White Copies	\$0.03/page
11" x 17" Black and White Copies	\$0.05/page
8 1/2" x 11" Color Copies	\$1.25/page
11" x 17" Color Copies	\$1.25/page
Color plots: 36" by < 36" (standard paper)	\$5.00 each
Color plots: 36" by < 72" (standard paper)	\$8.00 each
Blue Print Copies	cost plus 10 percent
Reproducible plots: 36" by < 36" (Mylar)	\$10.00 each
Reproducible plots: 36" by < 60" (Mylar)	\$16.00 each
Reproducible plots: 22" x 34" (paper)	\$3.00 each
Color plots 60" by < 36" (hi-gloss paper)	\$17.00 each
Color plots 60" by < 72" (hi-gloss paper)	\$32.00 each
Large format plots 24" by < 36" (sheet bond)	\$1.50 each
Large format plots 24" by < 72" (roll bond)	\$2.50 each
Mileage (Auto)	\$0.41/mile
Mileage (Field Truck)	\$0.45/mile
Total Station Survey Equipment	\$25.00/hour
Software Surcharge (per hour of computer time)	\$1.00/hour
GIS Workstation Charge	\$20.00/hour
GPS Survey Equipment Charge	\$30.00/hour
GPS Submeter Unit Charge	\$50.00/half day
Long Distance Phone Calls	at cost
Cellular Phone Service	at cost
Meals and Lodging	at cost
Engineer's Consultants	cost plus 10 percent
Postage and Deliveries	at cost
Survey Stakes	at cost
Other Direct Project Expenses	at cost
These rates are adjusted annually in accordance with the normal review procedures of Bonestroo, Fosene, Anderlik and Associates, Inc.	

# Appendix C

## Standard Terms and Conditions

### SECTION 1. ENGINEER'S SERVICES

Consultant ("Engineer") shall act as the City's agent only as provided for within this Agreement.

### SECTION 2. RESPONSIBILITIES

#### 2.1 City's Responsibilities

- 1) Provide full information as to its requirements for the Project.
- 2) Furnish to the Engineer, prior to any performance by the Engineer under this Agreement, a copy of any planning, design and construction standards that the City shall require the Engineer to follow in the conduct of its services for the Project.
- 3) Place at Engineer's disposal all available written data in the possession of or readily available to the City and pertinent to the Project, including existing reports, plats, surveys, contour mapping, utility mapping, record plans, wetlands, land-use, and zoning maps, borings and other data useful to the Engineer in the performance of its services.
- 4) Acquire all land, easements, and rights-of-way and provide for land surveys and the preparation of legal descriptions and exhibits, certificates or plats, as may be necessary for the Project.
- 5) Provide access to the Project site and make all provisions for the Engineer to enter upon public and private lands as required by the Engineer to perform its services.
- 6) Examine all studies, reports, sketches, Opinions of Probable Construction Costs, specifications, drawings, proposals and other documents presented by the Engineer and timely render the City's decisions pertaining to each of such documents.
- 7) Designate a single person to act as the City's Representative with respect to the Engineer's services. Such person shall render decisions in a timely manner pertaining to documents submitted by the Engineer in order to avoid unreasonable delay in the orderly and sequential progress of the Engineer's services.
- 8) Give prompt written notice to the Engineer whenever the City observes or otherwise becomes aware of any defect in the Project or any development that affects the scope or timing of the Engineer's services.
- 9) Furnish, or instruct the Engineer to provide at the City's expense, necessary "Supplemental Services" as may be provided for in this Agreement, or other services as they may be required.
- 10) Unless otherwise provided, furnish to the Engineer, as required by the Engineer for performance of its services, information or consultations not covered in the Engineer's

Basic Services, such as core borings, probings and subsurface explorations; hydrographic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; property, boundary, easement, and right-of-way surveys and property descriptions; zoning and deed restrictions.

- 11) Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the work.
- 12) Furnish inspection or monitoring services as the City desires to verify that Contractor is complying with all laws or regulations and to verify that Contractor is taking all necessary safety precautions to protect persons and property, as the Engineer in this Agreement does not undertake to perform these services.

In performing its services, the Engineer may rely upon the accuracy and completeness of all City-provided information.

#### 2.2 Engineer's Responsibilities

- 1) The Engineer's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the Project.
- 2) Engineer shall designate a single person to act as the Engineer's Representative with respect to the Engineer's services. Such person shall be authorized to act on the Engineer's behalf with respect to the services.
- 3) The Engineer shall maintain the confidentiality of information specifically designated as confidential by the City, unless withholding such information would violate the law, create the risk of significant harm to the public, or prevent the Engineer from establishing a claim or defense in an adjudicatory proceeding. The Engineer shall require of the Engineer's consultants similar agreements to maintain the confidentiality of information specifically designated as confidential by the City.

### SECTION 3. COMPENSATION

#### 3.1 Payment for Reimbursable Expenses

Unless otherwise provided, in addition to engineering fees, the City will pay the Engineer for Reimbursable Expenses on the basis of the Engineer's cost as tabulated in Appendix B. Reimbursable Expenses include: the costs of plotting drawings and the reproduction of drawings and specifications; Project-specific printing, duplicating, tabs and indexes; testing; mileage; travel and per-diem expenses of the Engineer for out-of-town trips required for the Project; long distance telephone calls and faxes as required to expedite the work; the costs for cellular phone calls/service for Engineer's field personnel on the Project; Project photographs taken before and during construction; construction stakes; postage and

delivery charges; and out-of-pocket expenses incurred directly for the Project.

### **3.2. Objections to Invoices/No Deductions**

It is important for the Engineer to be promptly informed of problems. If the City objects to any portion of an invoice, the City shall notify the Engineer in writing within twenty days of the invoice's receipt. The City agrees to pay any undisputed portions of an invoice. No deductions shall be made from the Engineer's compensation on account of penalty, liquidated damages, or other sums withheld from payment to contractors, except as may be determined by mediation, arbitration, litigation or other dispute resolution mechanism to which the Engineer is a party.

### **3.3 Suspension of Work**

If the City, without cause, fails to make payments when due or otherwise breaches this Agreement, the Engineer may suspend work after providing five days notice to the City. The Engineer will not be liable for any costs or damages resulting from such a suspension of work.

### **3.4. Progress Payments**

The City will make progress payments to the Engineer in proportion to services performed, as reasonably estimated by the Engineer. The Engineer will send monthly, itemized invoices to the City during the progress of the work. The City shall pay each properly documented and itemized invoice of the Engineer within 30 days after the City's receipt of such invoice. The City may not reserve as retainage any portion of a payment due under this Agreement.

### **3.5. Interest/Collection Costs**

The City agrees to pay the Engineer 1% per month interest on all invoices of the Engineer, with interest beginning to accrue 30 days after the date of the invoice. If the Minnesota Prompt Payment Act (Minn. Stat. Sect. 471.425) requires a higher rate of interest, that rate shall apply. If the City fails to pay Engineer all amounts owing pursuant to the terms of this Agreement, the City agrees to pay all costs of collection, including reasonable attorney's fees, in addition to all other amounts due under this Agreement.

## **SECTION 4. GENERAL CONSIDERATIONS**

### **4.1. Standard of Care**

The Engineer shall exercise the same degree of care, skill and diligence in the performance of its services as is ordinarily exercised by members of the profession under like circumstances. Nothing in this Agreement, or otherwise prepared as a result of the Project, shall modify the foregoing standard of care.

### **4.2. Delays**

Both the Engineer and the City will put forth reasonable efforts to complete their respective duties in a timely manner. Because the Engineer's performance must be governed by sound professional practices, the Engineer is not responsible for delays occasioned by factors beyond its control or that could not reasonably have been foreseen at the time of preparation of this Agreement.

### **4.3. Opinions of Costs and Schedules**

Since the Engineer has no control over the cost of labor and material or over competitive bidding and market conditions, the Engineer's Opinion of Probable Construction Cost and of Project schedules can only be made on the basis of experience or qualifications as a professional Engineer. The Engineer does not guarantee that proposals, bids, actual Project costs or construction schedules will not vary from Engineer's opinions or estimates. If the City desires greater assurance as to the anticipated Construction Cost of the Project, the City shall employ, or instruct the Engineer to provide as a Supplemental Service, an independent cost estimator.

### **4.4. Insurance**

4.4.1. The Engineer agrees to maintain a professional liability insurance policy for negligent acts, errors or omissions in an amount of at least \$2,000,000 per claim, subject to a \$3,000,000 annual aggregate, on a claims-made basis, as long as such insurance is reasonably available under standard policies at rates comparable to those currently in effect. The Engineer will not cancel the insurance until thirty days after providing the City written notice.

4.4.2. The Engineer shall maintain:

- 1) Statutory workers compensation and employers' liability insurance coverage.
- 2) Comprehensive general liability and automobile liability insurance coverage in the sum of not less than \$1,000,000 each.

### **4.5. Ownership of Instruments of Service**

Documents prepared by the Engineer, such as drawings, specifications, and reports are Instruments of Service for use solely with respect to this project. The Instruments of Service are the property of both the City and the Engineer and may be used by both the City and the Engineer, as they deem necessary, in their reasonable discretion. Either the City or the Engineer may retain copies, reproduce copies and disseminate copies of the Instruments of Service as are reasonably necessary for the construction and ongoing maintenance of the project. The City agrees to indemnify the Engineer from any claims or losses resulting from the City's use of the Instruments of Service in a manner not authorized by this Agreement.

### **4.6. Digital Data**

4.6.1. If included in Basic Services or Supplemental Services and as a convenience to the City, the Engineer will furnish the City with Digital data versions of certain drawings or other written documents ("Digital Data") provided in hard copy form. In the event of any conflict between a hard copy document and the Digital Data, the hard copy document governs. The Digital Data shall be prepared in the current software in use by the Engineer and is not warranted to be compatible with other systems or software. The City understands that the Digital Data is perishable and must be maintained by the City.

4.6.2. Any Digital Data submitted by the Engineer to the City is submitted for an acceptance period of 60 days ("Acceptance

Period"). Any defects that the City discovers during this period and reports to the Engineer will be corrected by the Engineer at no extra charge. For correction of defects reported to the Engineer after the Acceptance Period, the City shall compensate Engineer on an hourly basis at Engineer's billing rates set forth in Appendix C. The City understands that the Digital Data is perishable and the City is responsible for maintaining it.

#### **4.7. Termination, Suspension or Abandonment**

**4.7.1** The City or the Engineer may terminate or suspend this Agreement should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination. The terminating or suspending party shall notify the other party 30 calendar days prior to the effective date of the termination or suspension.

**4.7.2** The Engineer and the City will cooperate if the Engineer's work is terminated, suspended or abandoned for any reason. In addition, the City shall timely pay the Engineer for services rendered and costs incurred as required by this Agreement. Services and costs shall include those rendered and incurred up to the time of termination, suspension or abandonment, as well as those associated with the termination, suspension or abandonment itself, pursuant to the rates in Appendix B. If the Project is reinstated, an equitable adjustment to the Engineer's compensation may be necessary.

#### **4.8. Dispute Resolution**

**4.8.1** In an effort to resolve any conflicts that arise out of the services under this Agreement, all disputes between the City and the Engineer arising out of or relating to this Agreement shall be submitted to nonbinding mediation prior to commencing arbitration or litigation.

**4.8.2** If the Engineer or the City intends to assert a claim against the other as a result of a dispute with a third party, the claiming party shall notify the other part as soon as possible, and in any event prior to resolving the dispute with the third party.

#### **4.9. Hazardous Substance**

The Engineer's scope of services does not include any services related to hazardous or toxic materials, including asbestos and PCBs. If it becomes known that such materials may be present at or near a Project that may affect the Engineer's services, the Engineer may suspend performance of its services, without liability, and will assist the City to retain appropriate specialist Engineers to adequately identify and abate such materials so that Engineer's services may resume.

#### **4.10. Governing Law**

This Agreement shall be governed by the laws of the State of Minnesota and any dispute shall be venued in the State of Minnesota, County of Dakota.

#### **4.11. Integration**

This is an integrated Agreement and it supersedes all prior negotiations or agreements between the parties. It shall be

modified only by a written document signed by the party sought to be bound. The provisions of this Agreement are severable, and if any provision is found to be unenforceable, the remaining provisions continue to be valid, and the unenforceable provision shall be reformed with a valid provision that comes as near as possible to expressing the intention of the unenforceable provision.

#### **4.12. Assignment**

Except for the Engineer's use of necessary consultants, the Engineer and the City shall not assign or delegate their respective obligations under this Agreement without the written consent of the other party, which consent shall not be unreasonably withheld.

#### **4.13. Engineer's Services**

In performing professional engineering and related services, the Engineer is not engaged in rendering legal, insurance, or accounting services or advice. The Owner agrees that documents prepared by the Engineer, including reports, bidding materials, and form contracts will be reviewed by the appropriate representative of the Owner, such as the Owner's attorney, insurance counselor or other consultants, to the extent that Owner deems necessary to protect its interests.

#### **4.14. Government Agencies**

The Engineer shall not be liable for damages resulting from the actions or inactions of government agencies, including without limitation permit processing, environmental impact reports, dedications, zoning matters, annexations or consolidations, use or conditional use permits, and building permits.

### **SECTION 5. LIABILITY**

Having considered the potential liabilities that exist during the performance of the Engineer's services, the benefits of the Project, the Engineer's fee for its services, and the promises contained in this Agreement, the City and the Engineer agree that risks should be allocated in accordance with this section, to the fullest extent permitted by law.

#### **5.1 Indemnification**

The Engineer and the City each agree to defend and indemnify each other from liability for claims, losses, damages or expenses (including reasonable attorney's fees) to the extent they are caused by their negligent acts, errors or omissions relating to this Agreement. In the event the claims, losses, damages or expenses are caused by the joint or concurrent negligence of the Engineer and the City, they shall be borne by each party in proportion to its own negligence.

#### **5.2 Limitation of Liability**

The Engineer's and its employees' aggregate liability to the City for any and all claims, losses or damages arising out of any Project or this Agreement for any cause shall not exceed the insurance proceeds available at the time of settlement or judgment. This limitation shall apply regardless of the cause of action or legal theory pled or asserted.

# Lauderdale City Council Memorandum

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Council Meeting Date: January 14, 2003  
To: Mayor and City Council  
From: Rick Getschow, City Administrator  
Agenda Item: Resolution 011403B: A Resolution Adopting the  
2003 Fee Schedule

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## BACKGROUND:

The City has annually adopted fees for City licenses, permits, and administrative services at the first meeting of the year.

Enclosed for discussion and approval are proposed fees for 2003, along with a resolution approving those fees.

There is only one change proposed for 2003, and as discussed below, this is a result of the fee being set by the Metropolitan Council.

1. Service Availability Charge. As is evidenced by the enclosed memo, the Met Council sets this fee for what the City will pay for service connection charges. The City's practice is to match the fee charged to resident's/developers with the Met Council fee.

## ENCLOSURES:

1. 2003 Fee Schedule for License, Administrative, and Permit Fees
2. Met Council Memo regarding 2003 Service Availability Charges (SAC) Fees
3. Resolution 011403B: A Resolution Establishing 2003 License, Administrative Services and Permit Fees.

## COUNCIL ACTION REQUESTED:

Discuss the 2003 Fee Schedule.

Motion to approve Resolution 011403B: A Resolution Establishing 2003 License, Administrative Services and Permit Fees.

## 2003 LICENSE, ADMINISTRATIVE, AND PERMIT FEES

	<u>CURRENT</u>	<u>PROPOSED 2003</u>
<b>LICENSE FEES:</b>		
3.2 On-Sale	\$60.00	\$60.00
3.2 On-Sale	\$250.00	\$250.00
3.2 Temporary On-Sale	\$30.00	\$30.00
Cigarettes	\$40.00	\$40.00
Animal License	\$10.00	\$10.00
Kennel License	\$50.00	\$50.00
Tree Service License	\$35.00	\$35.00
Mechanical (HVAC) License	\$35.00	\$35.00
Refuse Hauling License	\$65.00/truck	\$65.00/truck
Gas Station License	\$20.00/first pump \$10.00 addit. pump	\$20.00/first pump \$10.00 addit. pump
<b>ADMINISTRATIVE FEES:</b>		
Community Room	\$25.00 \$50.00 set-up fee \$75.00 refundable deposit	\$25.00 \$50.00 set-up fee \$75.00 refundable deposit
Copies	\$0.10/page	\$0.10/page
Copies of Minutes	No cost to those that attend \$0.25/page plus postage	No cost to those that attend \$0.25/page plus postage
Copies of Agendas	No cost to those that attend \$0.25/page plus postage	No cost to those that attend \$0.25/page plus postage
Copy of Zoning Ordinance	\$15.00	\$15.00
Filing of Affidavit for Office	\$5.00	\$5.00
NSF Check Return	\$25.00	\$25.00
Notary Public Service	No cost to residents \$3.00	No cost to residents \$3.00



**CURRENT**

**PROPOSED 2002**

**ADMINISTRATIVE FEES:**

Assessment Search	\$20.00/Address	\$20.00/Address
Copy of Public Meeting Videotape	\$50.00	\$50.00
Replacement Recycling Container	\$12.00	\$12.00
False Fire Alarms	Cost plus \$15.00 adm. fee	Cost plus \$15.00 adm. fee
False Security Alarms	\$75.00 plus \$15.00 adm. fee	\$75.00 plus \$15.00 adm. fee
Fire Prevention Inspection	\$25.00 plus \$15.00 adm. fee	\$25.00 per hour plus \$15.00 adm. fee

**PERMIT FEES:**

Gambling	\$10.00/ < five events \$300.00/ ≥ five events	\$10.00/ < five events \$300.00/ ≥ five events
Right-Of-Way		
Excavation	\$50.00	\$50.00
Obstruction	\$25.00	\$25.00
Variance Application	\$75.00	\$75.00
Conditional Use Application	\$165.00	\$165.00
Zoning Amendment	\$100.00	\$100.00
Service Availability Charge (SAC)	\$1,200.00	\$1,275.00 *

\* The Met Council sets this sewer connection fee annually. The City usually adopts the fee set by the Met Council.

The following fees are set through the, the Universal Building Code, the Minnesota Plumbing Code, and the Universal Mechanical Code:

- Mechanical (HVAC) Permit
- Plumbing Permit
- Building Permit
- Demolition Permit
- UST Removal Fee



December 26, 2002

**TO: ALL MONTHLY SAC REPORT PREPARERS**


**SUBJECT: SAC FORMS FOR THE YEAR 2003**

Enclosed with this letter is a supply of monthly Service Availability Charge (SAC) reporting forms and the 2003 Procedures Manual. Here are some key notes related to the SAC program:

- 1) The SAC unit rate in effect as of January 1, 2003, will be \$1,275.
- 2) All SAC fees collected by the community in 2003 are to be remitted to the Metropolitan Council - Environmental Services (MCES) at the 2003 rate regardless of when the permitting process began. The rate to be charged is the rate in effect at the time of payment.
- 3) MCES Form 92D is required for reporting all sewer-connected building demolitions *as they occur*, to be placed on record as potential SAC units of credit. To be eligible for future credit all previously unreported 2002 demolitions must be declared on MCES Form 92D and remitted with your *December 2002* monthly report.
- 4) Remember that a SAC credit is not used on MCES Form 92A to offset a SAC charge until there is a new use of the site.
- 5) The Inclusionary Housing Incentive Program which provides a SAC Waiver for eligible units is being continued for 2003. Guy Peterson should be contacted at (651) 602-1418 for information on this program.

A description of the SAC system and this SAC procedural manual are on our web site at [www.metrocouncil.org/environment/RatesBilling/RatesCharges.htm#SAC](http://www.metrocouncil.org/environment/RatesBilling/RatesCharges.htm#SAC). Should you desire any additional forms or assistance concerning SAC reporting, please contact Sandra Selby at (651) 602-1118. Your continuing cooperation is appreciated.

Sincerely,

  
Jason Willett  
MCES Finance Manager

Enclosures

**RESOLUTION NO. 011403B**

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

**RESOLUTION ESTABLISHING 2003 LICENSE, ADMINISTRATIVE  
SERVICES, AND PERMIT FEES**

**WHEREAS**, the City Council of the City of Lauderdale recognizes the need to review the fees charged by the City for licenses, administrative services, and permits on an annual basis; and

**WHEREAS**, any changes to these fees must be set by resolution, pursuant to City of Lauderdale City Code;

**NOW, THEREFORE BE IT RESOLVED**, by the City Council of the City of Lauderdale, Minnesota that the fees for licenses, administrative services, and permits that are attached to this resolution be approved.

Adopted by the City Council of the City of Lauderdale, Minnesota on this 14<sup>th</sup> day of January, 2003.

(ATTEST)

\_\_\_\_\_  
Jeff Dains, Mayor

(SEAL)


\_\_\_\_\_  
Rick Getschow, City Administrator

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**M E M O S   B Y   J A M E S**

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**DATE:**           JANUARY 14, 2003  
**TO:**             HONORABLE MAYOR AND COUNCIL  
**FROM:**         JAMES BOWNIK, ADMINISTRATIVE ANALYST  
**RE:**             PARK & COMMUNITY INVOLVEMENT COMMITTEE REAPPOINTMENT APPLICATIONS



**BACKGROUND**

The terms of two Committee members expire at the end of 2002 and have requested reappointment:

Kim Ferris	1719 Eustis Street
Karen Doherty	1926 Malvern Street

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

I have included the reappointment applications for your review.

**COUNCIL ACTION REQUESTED**

Reappoint Kim Ferris, 1719 Eustis Street and Karen Doherty, 1926 Malvern Street to the Park/Community Involvement Committee for two-year terms expiring December 31, 2004.

# City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.631.0300 Fax: 651.631.2066

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## Park & Community Involvement Committee Reappointment Application

- Yes, I would like to be reappointed to the Park & Community Involvement Committee. I understand that this reappointment will expire on December 31, 2004.
- No, I do not wish to be re-appointed to the Park & Community Involvement Committee. I understand that my appointment will expire on December 31, 2002.

Signed: Karen Doherty (Karen Doherty)

Date: 1/6/03

# City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.631.0300 Fax: 651.631.2066

## Park & Community Involvement Committee Reappointment Application

- Yes, I would like to be reappointed to the Park & Community Involvement Committee. I understand that this reappointment will expire on December 31, 2004.
- No, I do not wish to be re-appointed to the Park & Community Involvement Committee. I understand that my appointment will expire on December 31, 2002.

Signed: \_\_\_\_\_

*Kimberly J. Lewis*

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

*1/9/03*

# Lauderdale City Council Memorandum

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Council Meeting Date: January 14, 2003  
To: Mayor and City Council  
From: Rick Getschow, City Administrator  
Agenda Item: 2003 Appointments

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## BACKGROUND:

On an annual basis, City Council must make certain annual appointments. The majority of the required appointments include those such as designating a legal newspaper and official depositories.

At this time it has also been customary to appoint the acting Mayor and Council/staff representatives to various committees, commissions and organizations.

Below is a list of when and where some of the organizations meet:

<i>Organization</i>	<i>When</i>	<i>Where</i>
MWMO	Quarterly, afternoon	City of Minneapolis
NSCC	1st Thursday of each month, evenings	NSCC Offices, Roseville
POLICE MEETINGS	Quarterly; Lauderdale, Falcon Heights, St. Anthony, SAPD.	Member city locations

Attached is the detailed list of appointments and committee/organization names that need to be made for 2003.

Included in the list are some proposed appointments for 2003, based on the 2002 appointments.

**ENCLOSURES:**

1. 2003 Appointments List

**COUNCIL ACTION REQUESTED:**

Discuss the appointments for 2003.

Motion to approve the 2003 appointments as agreed upon by City Council.



APPOINTMENT ORGANIZATION	2001 APPOINTMENTS	2002 APPOINTMENTS	2003 APPOINTMENTS (PROPOSED)
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PRIMARY LEGAL NEWSPAPER	ROSEVILLE REVIEW	ROSEVILLE REVIEW	ROSEVILLE REVIEW
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SECONDARY LEGAL NEWSPAPER	ST. PAUL PIONEER PRESS LAUDERDALE NEWSLETTER	ST. PAUL PIONEER PRESS LAUDERDALE NEWSLETTER	ST. PAUL PIONEER PRESS LAUDERDALE NEWSLETTER
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OFFICIAL DEPOSITORY	NORTH STAR BANK	NORTH STAR BANK	NORTH STAR BANK
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ACTING MAYOR	MOOSE GOWER	CLAY CHRISTENSEN	JEFF MCCLOSKEY
--------------	-------------	------------------	----------------

PARK/CIC	STAFF - JAMES BOWNIK ALT. - RICK GETSCHOW COUNCIL - GOWER ALT. - HAWKINSON 2 <sup>ND</sup> ALT. - GILL-GERBIG	STAFF - JAMES BOWNIK ALT. - RICK GETSCHOW COUNCIL - GOWER ALT. - GILL-GERBIG	STAFF - JAMES BOWNIK ALT. - RICK GETSCHOW COUNCIL - GOWER ALT. - GILL-GERBIG
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NORTH SUBURBAN COMMUNICATIONS COMMISSION (NSCC)	COUNCIL - HAWKINSON ALTERNATE - MAYOR	COUNCIL - MAYOR ALTERNATE - MCCLOSKEY	COUNCIL - MAYOR ALTERNATE - MCCLOSKEY
---	--	--	--

PLANNING COMMISSION	STAFF - BOWNIK COUNCIL - CHRISTENSEN ALT. - MAYOR	STAFF - BOWNIK COUNCIL - CHRISTENSEN ALT. - MAYOR	STAFF - BOWNIK COUNCIL - CHRISTENSEN ALT. - MAYOR
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<b>RAMSEY COUNTY LEAGUE OF LOCAL GOVERNMENTS (RCLLG)</b>	STAFF - GETSCHOW COUNCIL - MAYOR ALT. - CHRISTENSEN	STAFF - GETSCHOW COUNCIL - MAYOR ALT. - CHRISTENSEN	STAFF - GETSCHOW COUNCIL - MAYOR ALT. - CHRISTENSEN
--	---	---	---

<b>MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION (MWMO)</b>	COUNCIL - GILL-GERBIG ALT. - RICK GETSCHOW	COUNCIL - GILL-GERBIG ALT. - RICK GETSCHOW	COUNCIL - GILL-GERBIG ALT. - RICK GETSCHOW
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<b>RICE CREEK WATERSHED</b>	BRAA	BRAA	BRAA
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<b>SRA</b>	RICK GETSCHOW ALT. - CLAY CHRISTENSEN	RICK GETSCHOW ALT. - CLAY CHRISTENSEN	RICK GETSCHOW ALT. - CLAY CHRISTENSEN
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<b>LMC</b>	RICK GETSCHOW	RICK GETSCHOW	RICK GETSCHOW
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<b>QUARTERLY POLICE MEETINGS</b>	RICK GETSCHOW MAYOR	RICK GETSCHOW MAYOR	RICK GETSCHOW MAYOR
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<b>CITY ENGINEER</b>	BONESTROO, ROSENE, ANDERLIK PAUL HEUER	BONESTROO, ROSENE, ANDERLIK	BONESTROO, ROSENE, ANDERLIK
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<b>CITY ATTORNEY</b>	KENNEDY AND GRAVEN - RON BATTY	KENNEDY AND GRAVEN - RON BATTY	KENNEDY AND GRAVEN - RON BATTY
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<b>TREE COMMISSION</b>	DAN OLSON COUNCIL - BARLOW ALT. - MAYOR	SHANNON GOYETTE COUNCIL - GILL-GERBIG ALT. - MAYOR	RICK GETSCHOW COUNCIL - GILL-GERBIG ALT. - MAYOR
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## Lauderdale City Council Memorandum

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Council Meeting Date: January 14, 2003  
To: Mayor and City Council  
From: Rick Getschow, City Administrator  
Agenda Item: City Administrator Performance Review

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### **BACKGROUND:**

A merit evaluation for 2002 needs to be completed for the City Administrator.

The merit evaluations for other staff was completed by the City Administrator and is summarized in the 2003 Staff Compensation memorandum, which is the agenda item that should immediately follow this item.

Included in the packet is an evaluation form for discussion at the meeting.

**CITY OF LAUDERDALE  
PERFORMANCE EVALUATION**

Date: January , 2003

Employee Name: Rick Getschow

Dept: Administration

Position Title: City Administrator

Evaluation Period From: January 1, 2002 to December 31, 2002

<b>CRITERIA # 1 : KNOWLEDGE OF WORK</b>
---

*Evaluate the job-related "know how" and skills of the position. To what extent does the employee understand all aspects of the job requirements?*

**COMMENTS**

**RATING**

Outstanding

Occasionally Meets  
Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet  
Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## CRITERIA # 2 : QUALITY OF WORK

*How skillfully does the employee perform the duties and tasks of the position? Consider neatness and accuracy of detail. To what extent does the employee's performance meet the standards of the position?*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## CRITERIA # 3 : PLANNING/ORGANIZATION OF WORK, PRODUCTIVITY

*Consider the extent to which the employee makes optimum use of time and completes the required task. Does the employee meet schedules and deadlines in a timely manner? Evaluate the employee's accomplishment of workload in order of established priority.*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## CRITERIA # 4 : INITIATIVE AND JUDGMENT

*Appraise the employee's ability and readiness to accept responsibility in assignment of duties. Does the employee reach sound opinions and decisions? Consider ability to work independently. Does the employee apply abilities to resolve issues and problems?*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## CRITERIA # 5 : DEPENDABILITY, PUNCTUALITY AND PERSONAL NEATNESS

*Consider adherence to scheduled work hours or accepted work schedule. Is the employee punctual? Evaluate attendance record. Does the employee exemplify personal grooming which is compatible with job requirements, projecting an image of professionalism relative to assigned responsibilities?*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## CRITERIA # 6: INTERPERSONAL RELATIONS

*Evaluate the employee's ability to work with others. Consider how well the employee performs job responsibilities while working harmoniously and courteously with others. Does the employee demonstrate cooperation in accomplishing individual and team goals?*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## CRITERIA # 7 : COMMUNICATION

*Appraise the extent to which the employee informs others as to problems, issues, methods, results and other aspects of position responsibilities, so that high levels of productivity are encouraged through interchange of information and knowledge.*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

Was the position description reviewed during the conference?  
\_\_Yes \_\_No

Position description is current \_\_\_\_\_ Needs revision \_\_\_\_\_

This form was reviewed by \_\_\_\_\_ and \_\_\_\_\_  
(Employee Initials) (Appraisers Signature/Title)

Acknowledged \_\_\_\_\_  
(City Administrator Initials) (Date)



## CRITERIA # 8 : SAFETY AWARENESS

*Consider the degree to which the employee demonstrates regard and awareness of safety practices in relation to self, others and property. Assess employee's observation of approved safety practices and respect for equipment.*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## CRITERIA # 9 : ADHERENCE TO QUALITY CUSTOMER SERVICE

*Consider the degree to which the employee performs the job responsibilities and duties with attention to providing a high level of awareness of service satisfaction to the citizens of the City. Does the employee respond to citizen requests and inquires in a timely and courteous manner. Does the employee exemplify the organizational commitment to quality customer service?*

### COMMENTS

### RATING

Outstanding

Occasionally Meets Requirements

Consistently Exceeds Requirements

Consistently Does Not Meet Requirements

Meets Requirements (Satisfactory)

Unsatisfactory

## REMEDIAL ACTIVITIES

Actions which supervisor and employee have agreed upon to correct performance evaluation rated unsatisfactory or below expectations.

- 1.
- 2.
- 3.

## DEVELOPMENT ACTIVITIES

Action which supervisor and employee agreed upon to further employee professional development.

- 1.
- 2.
- 3.

## GOALS

<b>OVERALL PERFORMANCE RATING</b>
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## COMMENTS

## RATING

- |  |  |
|--|--|
| <input type="checkbox"/> Outstanding                       | <input type="checkbox"/> Occasionally Meets Requirements         |
| <input type="checkbox"/> Consistently Exceeds Requirements | <input type="checkbox"/> Consistently Does Not Meet Requirements |
| <input type="checkbox"/> Meets Requirements (Satisfactory) | <input type="checkbox"/> Unsatisfactory                          |

# Lauderdale City Council Memorandum

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Council Meeting Date: January 14, 2003  
To: Mayor and City Council  
From: Rick Getschow, City Administrator  
Agenda Item: 2003 Staff Compensation

---

## BACKGROUND:

Attached is the proposed compensation schedule for 2003 union and non-union staff.

There are two components from the union contract and the personnel policy that dictate compensation changes. The first component is the market equity adjustment, or "Stanton analysis". According to city policy, this adjustment is based upon what other seven-county metro cities with population between 1,500-4,000 pay in comparable positions. For union employees, the union contract states that Stanton adjustments must be agreed upon each year with a minimum increase of 3%. There are set minimum percentages for 2001-2003 that has been agreed upon in the new union contract. For the three union positions, the market analysis did not yield a result that required an increase greater than the minimum that is identified in the contract.

The second component of annual staff compensation is the merit adjustment. These are based on performance evaluations and a formula set in the City's personnel policy and/or the union contract with union members. **This year's inflation figure is 2.5%.** A percentage of that 2.5% inflation figure is applied to evaluations that are: satisfactory (85%); consistently exceeds requirements (95%), and outstanding (105%). Performance evaluations were completed before January 7, 2003.

- Public Works Maintenance

1. A Market (Stanton) Adjustment of 3% has been ratified in the union contract.
2. A Merit Adjustment of 2.375% is included as a result of the performance evaluation.

- Public Works Coordinator

1. A Market (Stanton) Adjustment of 3% has been ratified in the union contract.
2. A Merit Adjustment of 2.375% is included as a result of the performance evaluation.

- Deputy Clerk

This is now a vacant position. The Stanton adjustment will be applied to the last seven days worked by the Deputy Clerk in 2003 (January 1-January 7).

1. A Market (Stanton) Adjustment of 3% has been ratified in the union contract.

- Assistant to the City Administrator (formerly Administrative Analyst)

1. A Market (Stanton) Adjustment of 2.56% is included.
2. A Merit Adjustment of 2.375% is included as a result of the performance evaluation.

- City Administrator

1. A Market (Stanton) Adjustment is not included.
2. The annual Merit Adjustment will be decided pursuant to the performance review and evaluation.

Satisfactory	2.125%
Consistently Exceeds Requirements	2.375%
Outstanding	2.625%

### **COUNCIL ACTION REQUESTED:**

Motion to approve the 2003 Staff Compensation as agreed upon by the City Council.

**LAUDERDALE 2003 WAGE SCHEDULE - AFSCME - SCHEDULE A**

**2002 Wage Schedule**

JOB TITLE	STANTON POSITION COMPARED TO	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Public Works Maintenance Worker (Non-exempt)	Light Equipment Operator (No. 3) - 33%	\$3,230.70	\$3,069.17	\$2,907.63	\$2,746.10	\$2,584.56
	Sewer Maintenance Worker (No. 4) - 33%					
	Parkkeeper (No. 5) - 33%					
Public Works Coordinator (Non-exempt)	Parkkeeper (No. 5) - 25%	\$3,657.67	\$3,474.79	\$3,291.90	\$3,109.02	\$2,926.14
	Sr. Sewer Maintenance Worker (No. 8) - 25%					
	Inspector 2 (No. 31) - 25%					
Deputy Clerk (Non-exempt)	Administrative Assistant (No.169) - 25%					
	Executive Secretary (No. 98) - 33%	\$3,081.71	\$2,927.62	\$2,773.54	\$2,619.45	\$2,465.37
	Secretary B (No. 96) - 33%					
	Secretary C (No. 95) - 33%					

**2003 Wage Schedule (Includes Stanton Adjustment)**

JOB TITLE	STANTON POSITION COMPARED TO	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Public Works Maintenance Worker (Non-exempt)	Light Equipment Operator (No. 3) - 33%	\$3,327.62	\$3,161.24	\$2,994.86	\$2,828.48	\$2,662.10
	Sewer Maintenance Worker (No. 4) - 33%					
	Parkkeeper (No. 5) - 33%					
Public Works Coordinator (Non-exempt)	Parkkeeper (No. 5) - 25%	\$3,767.40	\$3,579.03	\$3,390.66	\$3,202.29	\$3,013.92
	Sr. Sewer Maintenance Worker (No. 8) - 25%					
	Inspector 2 (No. 31) - 25%					
Deputy Clerk (Non-exempt)	Administrative Assistant (No.169) - 25%					
	Executive Secretary (No. 98) - 33%	\$3,174.16	\$3,015.45	\$2,856.75	\$2,698.04	\$2,539.33
	Secretary B (No. 96) - 33%					
	Secretary C (No. 95) - 33%					

FINAL 2003 Wage Schedule (Includes Stanton Adj. and Merit Adj.)

JOB TITLE	STANTON POSITION COMPARED TO	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Public Works Maintenance Worker (Non-exempt)	Light Equipment Operator (No. 3) - 33%	\$3,406.65	\$3,236.32	\$3,065.99	\$2,895.65	\$2,725.32
	Sewer Maintenance Worker (No. 4) - 33%					
	Parkkeeper (No. 5) - 33%					
Public Works Coordinator (Non-exempt)	Parkkeeper (No. 5) - 25%	\$3,856.88	\$3,664.03	\$3,471.19	\$3,278.34	\$3,085.50
	Sr. Sewer Maintenance Worker (No. 8) - 25%					
	Inspector 2 (No. 31) - 25% Administrative Assistant (No.169) - 25%					
Deputy Clerk (Non-exempt)	Executive Secretary (No. 98)- 33%	\$3,174.16	\$3,015.45	\$2,856.75	\$2,698.04	\$2,539.33
	Secretary B (No. 96) - 33%					
	Secretary C (No. 95) - 33%					

## LAUDERDALE 2003 WAGE SCHEDULE FOR NON-UNION

### 2002 Wage schedule

JOB TITLE	STANTON POSITION COMPARED TO	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Assistant to the City Administrator (Exempt)	Administrative Assistant (No. 169) - 25% Accountant #2 (No. 84) - 50% Planner (No. 160)- 25%	\$3,610.52	\$3,429.99	\$3,249.47	\$3,068.94	\$2,888.42
City Administrator (Exempt)	City Administrator (No. 174)	\$5,548.07	\$5,270.67	\$4,993.26	\$4,715.86	\$4,438.46

### 2003 Wage schedule (Includes Stanton Adjustment)

JOB TITLE	STANTON POSITION COMPARED TO	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Assistant to the City Administrator (Exempt)	Administrative Assistant (No. 169) - 25% Accountant #2 (No. 84) - 50% Planner (No. 160)- 25%	\$3,702.95	\$3,517.80	\$3,332.65	\$3,147.51	\$2,962.36
City Administrator (Exempt)	City Administrator (No. 175)	\$5,548.07	\$5,270.67	\$4,993.26	\$4,715.86	\$4,438.46

### FINAL 2003 Wage schedule (Includes Stanton Adjustment and Merit Adjustment)

JOB TITLE	STANTON POSITION COMPARED TO	STEP 5	STEP 4	STEP 3	STEP 2	STEP 1
Assistant to the City Administrator (Exempt)	Administrative Assistant (No. 169) - 25% Accountant #2 (No. 84) - 50% Planner (No. 160)- 25%	\$3,790.89	\$3,601.35	\$3,411.80	\$3,222.26	\$3,032.72
City Administrator (Exempt)	City Administrator (No. 175)					