

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, SEPTEMBER 12, 2017
LAUDERDALE CITY HALL, 1891 WALNUT STREET

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL THE MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the August 22, 2017 City Council Meeting
 - c. Claims Totaling \$148,571.98
4. **CONSENT**
 - a. Sanitary Sewer Lining Project Final Payment
 - b. Resolution 071217A – A Resolution Designating Polling Places for the 2018 State Primary and State General Elections
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. September 21 Farmers Market
 - b. City Council Updates
7. **PUBLIC HEARINGS**

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.

 - a. Public Hearing for the Catholic Eldercare Conduit Debt Project – Resolution 091217B
8. **DISCUSSION / ACTION ITEM**
 - a. 2018 Preliminary Budget and Levy
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Adoption of 2018 Preliminary Budget and Levy
 - b. Rental Housing Ordinance
 - c. City Auditor Proposals
 - d. Goal Setting Session
 - e. Commissioner McGuire – October 10
 - f. Comcast Franchise Renewal – October 24

12. WORK SESSION

- a. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

Your participation, as prescribed by the Robert's Rules of Order and the standing rules of order and business of the City Council, is welcomed and your cooperation is greatly appreciated.

- b. Community Development Update

13. CLOSED SESSION

- a. Union Negotiations

14. ADJOURNMENT

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

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August 22, 2017

Roll Call

Mayor Pro Tem Dains called the Regular City Council meeting to order at 7:32 p.m.

Councilors present: Andi Moffatt, Roxanne Grove, and Mayor Pro Tem Jeff Dains.
Councilors absent: Kelly Dolphin and Mayor Mary Gaasch.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator; and Miles Cline, Deputy City Clerk.

Approvals

Mayor Pro Tem Dains asked if there were any changes to the meeting agenda. Administrator Butkowski stated that she would like to add the internet agreement with Comcast to the Additional Items section. Councilor Moffatt moved and seconded by Councilor Grove to approve the agenda as amended. Motion carried unanimously.

Mayor Pro Tem Dains asked if there were any changes to the meeting minutes. There being none, Councilor Grove moved and seconded by Councilor Moffatt to approve the minutes of the August 8, 2017 City Council Meeting. Motion carried unanimously.

Councilor Grove moved and seconded by Councilor Moffatt to approve the claims totaling \$40,942.46. Motion carried unanimously.

Consent

Councilor Moffatt moved and seconded by Councilor Grove to approve the consent agenda thereby acknowledging the July Financial Report. Motion carried unanimously.

Informational Presentations / Reports

A. City Council Updates

Councilor Moffatt noted the successful Day in the Park event and thanked the volunteers and staff that made it happen. Mayor Pro Tem Dains attended the August 17 Cable Commission meeting at which they continued to discuss budget cuts stemming from the franchise agreement with Comcast. Mayor Pro Tem Dains also stated that he attended the St. Paul Regional Water Board meeting earlier that evening at which the annual budget was presented.

Discussion/Action Item

A. 2018 Preliminary Budget and Levy

Administrator Butkowski presented a preliminary draft of the 2018 Budget and Levy to the Council. The draft budget reflected an overall increase of 3.9%. The cost drivers for the upcoming year are public safety, elections, and the loss of free internet. With fiscal disparities revenue remaining flat, a balanced budget would be achieved with a levy increase of 8.1% or \$57,181. Staff will prepare a final version for adoption at the September 26, 2017 meeting.

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

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August 22, 2017

B. Rental Housing Ordinance

Administrator Butkowski presented the Council with staff's recommended changes to the Rental Housing Ordinance. After discussion amongst the Council, they agreed with the need to update the stated language. Staff will prepare the ordinance revisions for a future meeting.

Set Agenda for Next Meeting

Administrator Butkowski stated that the next council meeting may include the 2018 budget and levy, sanitary sewer lining project final payment, and public hearing for the Catholic Eldercare Conduit Debt Project.

Work Session

A. City Auditor Proposals

At the request of the Council, staff solicited proposals from auditing firms. Five firms responded to the RFP. The Council and staff discussed having the selected auditor assist with year-end reconciliation activities. Staff will get pricing for this additional service from the three firms that submitted the lowest prices in their initial response and bring back for discussion at a future meeting.

B. Goal Setting Session

Staff prepared goals related to Administration and Infrastructure to present to the Council. Butkowski explained the benefits of the various items that staff aims to achieve in 2018.

C. Community Development Update

Butkowski informed the Council that the Chinese Christian Church received an offer from another entity. The developers the City's financial advisor has been in contact with are also preparing proposals.

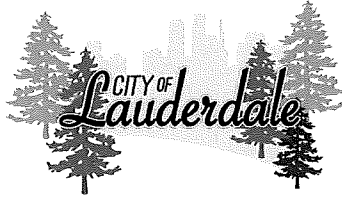
Adjournment

There being no other items on the agenda, Councilor Grove moved and seconded by Councilor Moffatt to adjourn the meeting at 8:36 p.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline
Deputy City Clerk



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

Request for Council Action

To: Mayor and City Council
From: City Administrator
Meeting Date: September 12, 2017
Subject: List of Claims

The claims totaling \$148,571.98 are provided for City Council review and approval that includes check numbers 25487 to 25515.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
 Printed: 9/8/2017 2:41 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association PR Batch 51700.08.2017 PERA Coordinated PR Batch 51700.08.2017 PERA Coordinated	08/25/2017 PR Batch 51700.08.2017 PER PR Batch 51700.08.2017 PER	906.08 1,045.48
Total for this ACH Check for Vendor 43:				1,951.56
ACH	44	Minnesota Department of Revenue PR Batch 51700.08.2017 State Income Tax	08/25/2017 PR Batch 51700.08.2017 Stat	540.55
Total for this ACH Check for Vendor 44:				540.55
ACH	45	ICMA Retirement Corporation PR Batch 51700.08.2017 Deferred Comp PR Batch 51700.08.2017 Deferred Comp	08/25/2017 PR Batch 51700.08.2017 Def PR Batch 51700.08.2017 Def	1,598.51 865.98
Total for this ACH Check for Vendor 45:				2,464.49
ACH	46	Internal Revenue Service PR Batch 51700.08.2017 Medicare Employer Po PR Batch 51700.08.2017 FICA Employer Portio PR Batch 51700.08.2017 FICA Employee Portio PR Batch 51700.08.2017 Medicare Employee Pc PR Batch 51700.08.2017 Federal Income Tax	08/25/2017 PR Batch 51700.08.2017 Mec PR Batch 51700.08.2017 FIC. PR Batch 51700.08.2017 FIC. PR Batch 51700.08.2017 Mec PR Batch 51700.08.2017 Fed	238.48 1,019.62 1,019.62 238.48 1,286.59
Total for this ACH Check for Vendor 46:				3,802.79
Total for 8/25/2017:				8,759.39
ACH	43	Public Employees Retirement Association PR Batch 51800.09.2017 PERA Coordinated PR Batch 51800.09.2017 PERA Coordinated	09/08/2017 PR Batch 51800.09.2017 PER PR Batch 51800.09.2017 PER	1,051.59 911.37
Total for this ACH Check for Vendor 43:				1,962.96
ACH	44	Minnesota Department of Revenue PR Batch 51800.09.2017 State Income Tax	09/08/2017 PR Batch 51800.09.2017 Stat	545.92
Total for this ACH Check for Vendor 44:				545.92
ACH	45	ICMA Retirement Corporation PR Batch 51800.09.2017 Deferred Comp PR Batch 51800.09.2017 Deferred Comp	09/08/2017 PR Batch 51800.09.2017 Def PR Batch 51800.09.2017 Def	865.98 1,598.51
Total for this ACH Check for Vendor 45:				2,464.49
ACH	46	Internal Revenue Service PR Batch 51800.09.2017 Federal Income Tax PR Batch 51800.09.2017 Medicare Employee Pc PR Batch 51800.09.2017 FICA Employer Portio PR Batch 51800.09.2017 Medicare Employer Po	09/08/2017 PR Batch 51800.09.2017 Fed PR Batch 51800.09.2017 Mec PR Batch 51800.09.2017 FIC. PR Batch 51800.09.2017 Mec	1,298.02 219.70 939.42 219.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		PR Batch 51800.09.2017 FICA Employee Portio	PR Batch 51800.09.2017 FIC.	939.42
		Total for this ACH Check for Vendor 46:		3,616.26
		Total for 9/8/2017:		8,589.63
25487	34	AFSCME MN Council 5 PR Batch 51700.08.2017 Union Dues	09/12/2017 PR Batch 51700.08.2017 Uni	194.96
		Total for Check Number 25487:		194.96
25488	17 41217	Avenet LLC Domain Name Set-up	09/12/2017	75.00
		Total for Check Number 25488:		75.00
25489	15 50396	Be There Pest Control LLC Quarterly Pest Control	09/12/2017	100.00
		Total for Check Number 25489:		100.00
25490	52 082017	Bluechip Tree Company Inc Tree Removal	09/12/2017	550.00
		Total for Check Number 25490:		550.00
25491	33 2017 2017 Capital	City of Falcon Heights 2017 Readiness to Serve Contract 2017 Capital Share	09/12/2017	17,835.92 2,250.00
		Total for Check Number 25491:		20,085.92
25492	36 0223370 0223418	City of Roseville August IT Services August Phone Services	09/12/2017	521.25 94.24
		Total for Check Number 25492:		615.49
25493	29 3564	City of St Anthony September Police Services	09/12/2017	56,049.17
		Total for Check Number 25493:		56,049.17
25494	25 RISK-001870	County of Ramsey PR Batch 51700.08.2017 Long Term Disability PR Batch 51700.08.2017 Short Term Disability PR Batch 51700.08.2017 Life Insurance Insurance Processing Fee	09/12/2017 PR Batch 51700.08.2017 Lon PR Batch 51700.08.2017 Sho PR Batch 51700.08.2017 Life	97.76 64.45 310.08 25.00
		Total for Check Number 25494:		497.29
25495	105 2017	FirstNet Learning Inc Annual Safety Training Subscription	09/12/2017	95.00
		Total for Check Number 25495:		95.00
25496	82 082017	Home Depot Misc Supplies	09/12/2017	21.35
		Total for Check Number 25496:		21.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
25497	138 PayReq3	Insituform Technologies USA LLC 2016 Sewer Lining Project	09/12/2017	2,822.45
Total for Check Number 25497:				2,822.45
25498	166 092017	Sita Koirala Damage Deposit Refund	09/12/2017	150.00
Total for Check Number 25498:				150.00
25499	30 092017 258516	League of Minnesota Cities Minnesota Mayors Association Membership - M 09/17-08/18 Membership Renewal	09/12/2017	30.00 2,689.00
Total for Check Number 25499:				2,719.00
25500	78 WC2017 WC2017 WC2017 WC2017 WC2017 WC2017 WC2017 WC2017 WC2017 WC2017 WC2017 WC2017	League of Minnesota Cities Insurance Trust 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance 8/17-7/18 Work Comp Insurance	09/12/2017	1,221.55 165.20 115.11 884.39 2,795.98 37.69 1,292.62 2,287.51 43.14 74.08 1,472.73
Total for Check Number 25500:				10,390.00
25501	78 PC2017 PC2017 PC2017 PC2017 PC2017 PC2017 PC2017 PC2017 PC2017 PC2017	League of Minnesota Cities Insurance Trust LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017 LMCIT Property/Casualty Coverage 2017	09/12/2017	2,629.30 2,739.59 1,251.89 216.84 637.53 207.70 3,914.78 1,796.61 329.76
Total for Check Number 25501:				13,724.00
25502	1 082017	Lillie Suburban Newspapers Inc 2016 TIF Disclosure	09/12/2017	282.75
Total for Check Number 25502:				282.75
25503	24 0001072391	Metropolitan Council October Wastewater Treatment	09/12/2017	11,427.59
Total for Check Number 25503:				11,427.59
25504	18 P45713	Minnesota Equipment Inc Mower Part	09/12/2017	142.20
Total for Check Number 25504:				142.20
25505	76 08726	Minnesota Government Finance Officers A: Workshop - MC	09/12/2017	30.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 25505:	30.00
25506	136 156476	NCI-BIB LLC 2017 Agent Fee	09/12/2017	1,145.00
			Total for Check Number 25506:	1,145.00
25507	84 082017 082017 082017 082017 082017 082017	North Star Bank Cardmember Services DIP Facebook Adverstisement Council DVD's DIP Prizes DIP Banner DIP Banner Planning Training - JB	09/12/2017	25.00 38.97 320.85 63.16 404.13 330.00
			Total for Check Number 25507:	1,182.11
25508	5 619861-08-17	Premium Waters Inc August Water Delivery	09/12/2017	38.65
			Total for Check Number 25508:	38.65
25509	47	Public Employees Insurance Program PR Batch 51800.09.2017 Health Insurance PR Batch 51800.09.2017 Dental	09/12/2017 PR Batch 51800.09.2017 Hea PR Batch 51800.09.2017 Den	2,290.44 110.46
			Total for Check Number 25509:	2,400.90
25510	80 082017	Sam's Club DIP Prizes	09/12/2017	93.71
			Total for Check Number 25510:	93.71
25511	26 1198423 1238753 1238758	Stantec Consulting Services Inc 4/17 Attend CC Meeting & Beaupre Review Seminary Pond Project & MS4 Report LSWMP Preparation	09/12/2017	1,515.27 1,960.00 1,855.00
			Total for Check Number 25511:	5,330.27
25512	165 092017	Dawn Tanner Farmers Market Music	09/12/2017	200.00
			Total for Check Number 25512:	200.00
25513	90 9791908755 9791908755 9791908755	Verizon Wireless August Cell Phone August Cell Phone August Cell Phone	09/12/2017	16.27 32.54 16.27
			Total for Check Number 25513:	65.08
25514	7 7688267-0500-8 7694773-0500-7	Waste Management Inc City Hall Refuse September Public Works	09/12/2017	192.16 324.79
			Total for Check Number 25514:	516.95
25515	74 559786645 559786645	Xcel Energy 1891 Walnut Street 1891 Walnut Street	09/12/2017	137.17 28.89

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	559839900	Larpenteur Bridge Lights		34.44
	559864191	1821 Eustis Street		14.99
	559864191	1821 Eustis Street		9.64
	559889594	2430 Larpenteur Avenue W		12.42
	560173421	Larpenteur Avenue		40.57
Total for Check Number 25515:				278.12
Total for 9/12/2017:				131,222.96
Report Total (37 checks):				148,571.98

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date September 12, 2017

ITEM NUMBER Sewer Lining Payment

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Insituform Technologies has submitted their final pay request for the 2016 sewer lining project. The request is for a payment of \$2,822.45.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves the final pay request for the 2016 Sanitary Sewer Lining Project in the amount of \$2,822.45.



Owner: City of Lauderdale, 1891 Walnut St., Lauderdale, MN 55113	Date: August 9, 2017
For Period: 1/18/2017 to 8/9/2017	Request No: 3/FINAL
Contractor: Insituform Technologies USA, LLC, 17988 Edison Ave., Chesterfield, MO 63005	

CONTRACTOR'S REQUEST FOR PAYMENT
2016 SANITARY SEWER LINING PROJECT
STANTEC PROJECT NO. 193803445

SUMMARY

1	Original Contract Amount		\$	124,875.30
2	Change Order - Addition	\$		0.00
3	Change Order - Deduction	\$		8,990.00
4	Revised Contract Amount		\$	115,885.30
5	Value Completed to Date		\$	112,139.90
6	Material on Hand		\$	0.00
7	Amount Earned		\$	112,139.90
8	Less Retainage 0%		\$	0.00
9	Subtotal		\$	112,139.90
10	Less Amount Paid Previously		\$	109,317.45
11	Liquidated damages -		\$	0.00
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>3/FINAL</u>		\$	<u>2,822.45</u>

Recommended for Approval by:
STANTEC

Kellie M. Schlegel

Approved by Contractor:
INSITUFORM TECHNOLOGIES USA, LLC

Beth Heckenroth

Approved by Owner:
CITY OF LAUDERDALE

Specified Contract Completion Date:

Date:

No.	Item	Contract Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
BASE QUOTE:							
1	MOBILIZATION	LS	1	2122.10		1	2,122.10
2	TRAFFIC CONTROL	LS	1	9863.10		1	9,863.10
3	SEWER REHABILITATION WITH CIPP, 8'	LF	2165	25.70		2154	55,357.80
4	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	5	558.50	-1	0	0.00
5	OFFSET PIPE REMOVAL	LS	1	1179.80		1	1,179.80
6	REMOVE PROTRUDING SEWER SERVICES	EA	3	335.10		1	335.10
7	REMOVE AND INSTALL SANITARY SEWER CASTING AND RINGS	EA	24	2178.00		24	52,272.00
	TOTAL BASE QUOTE:						<u>121,129.90</u>
CHANGE ORDER NO. 1							
1	REMOVE AND INSTALL SANITARY SEWER CASTING AND RINGS	EA	24	-2178.00		24	(52,272.00)
2	REMOVE AND INSTALL SANITARY SEWER CASTING AND RINGS	EA	19	2278.00		19	43,282.00
	TOTAL CHANGE ORDER NO. 1						<u>(8,990.00)</u>
	TOTAL BASE QUOTE:						121,129.90
	TOTAL CHANGE ORDER NO. 1						<u>(8,990.00)</u>
	TOTAL WORK COMPLETED TO DATE						<u>112,139.90</u>

PROJECT PAYMENT STATUS

OWNER CITY OF LAUDERDALE
STANTEC PROJECT NO. 193803445
CONTRACTOR INSITUFORM TECHNOLOGIES USA, LLC

CHANGE ORDERS

No.	Date	Description	Amount
1	9/8/2016	This Change Order provides for adjustment to this project. See Change Order.	(8,990.00)
Total Change Orders			(8,990.00)

PAYMENT SUMMARY

No.	From	To	Payment	Retainage	Completed
1	09/01/2016	10/21/2016	92,642.35	2,865.23	95,507.58
2	10/22/2016	01/17/2017	16,675.10	3,380.95	112,698.40
3/FINAL	01/18/2017	08/09/2017	2,822.45		112,139.90

Material on Hand

Total Payment to Date		\$112,139.90	Original Contract	124,875.30
Retainage Pay No. 3/FINAL			Change Orders	(8,990.00)
Total Amount Earned		\$112,139.90	Revised Contract	115,885.30

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution X
Work Session

Meeting Date September 12, 2017

ITEM NUMBER Resolution of Polling Places

STAFF INITIAL MC

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Earlier this year, the legislature enacted a new provision that requires all municipalities to designate their polling place locations for an upcoming election year by December 31 of the previous year. This provision is in effect for the 2018 state elections.

The new law does permit changing polling place locations in the year of the election if the polling place authorized by the Lauderdale City Council has become unavailable for use. Ramsey County will conduct on-site inspections in March and April of each year. If, based on the on-site inspection, it becomes clear that an authorized polling place will not be available for use that year, it will be necessary to designate a replacement. In this scenario, the City of Lauderdale will need to inform Ramsey County of the new polling place(s) at least 90 days before the next election.

OPTIONS:

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution 091217A—A Resolution Designating Polling Places for the 2018 State Primary and State General Elections.

RESOLUTION NO. 091217A

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

**RESOLUTION DESIGNATING POLLING PLACES FOR THE
2018 STATE PRIMARY AND STATE GENERAL ELECTIONS**

WHEREAS, Minnesota Statutes 204B.16, subd. 1 requires the City Council, by ordinance or resolution, to designate polling places for the upcoming year; and

WHEREAS, changes to the polling place locations may be made at least 90 days before the next election if one or more of the authorized polling places becomes unavailable for use; and

WHEREAS, the state primary is August 14, 2018 and the state general election is November 6, 2018.

NOW, THEREFORE, BE IT RESOLVED, that the Lauderdale City Council hereby designates the following polling place for elections conducted in the City in 2018:

Precinct 1: Lauderdale City Hall
 1891 Walnut Street
 Lauderdale, MN 55113

AND, BE IT FURTHER RESOLVED, that the City Clerk is hereby authorized to designate a replacement which meets the requirements of the Minnesota Election Law for any polling place designated in this Resolution that becomes unavailable for use by the City;

AND, BE IT FURTHER RESOLVED, that the City Clerk is directed to send a copy of this resolution to the Ramsey County Elections Office.

Adopted by the City Council of Lauderdale this 12th day of September, 2017.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Clerk

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date September 12, 2017

ITEM NUMBER Conduit Bonds

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Gina Fiorini, of Kennedy and Graven, will be at the meeting to answer any final questions of the Council regarding the City's participation in securing bank qualified (BQ) debt and taxable debt for Catholic Eldercare. Julie Eddington prepared a memo outlining the request being made of the City and the final resolution for Council consideration. The resolution would allow for the issuance of debt up to \$10,000,000. Prior to adopting the resolution, the City Council must hold a public hearing.

STAFF RECOMMENDATION:

Motion to adopt Resolution 091217B — A Resolution Authorizing the Issuance, Sale, and Delivery of A Revenue Obligation for the Benefit of Catholic Eldercare; Authorizing the Execution and Delivery of the Revenue Obligation and Related Documents; and Taking Other Actions Related Thereto.



Offices in 470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
Minneapolis (612) 337-9300 telephone
Saint Paul (612) 337-9310 fax
www.kennedy-graven.com
St. Cloud Affirmative Action, Equal Opportunity Employer

JULIE A. EDDINGTON
Attorney at Law
Direct Dial (612) 337-9213
Email: jeddington@kennedy-graven.com

September 7, 2017

Heather Butkowski
City Administrator
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Re: Resolution providing approval to the issuance of the revenue obligation proposed to be issued by the City of Lauderdale for the benefit of Catholic Eldercare

Dear Heather,

As you know, Catholic Eldercare, a Minnesota nonprofit corporation (the "Borrower"), has requested that the City of Lauderdale (the "City") issue its revenue obligation in the maximum principal amount of \$10,000,000 (the "Lauderdale Note") in order to finance a portion of the costs related to the construction and equipping of a 69-unit independent senior housing complex with services located at 917, 923, 929, and 1001 Second Street NE, Minneapolis, Minnesota (the "Project"). The Borrower is also requesting that the City of Hilltop, Minnesota (the "City of Hilltop") issue a revenue obligation in the maximum principal amount of \$8,000,000 (the "Hilltop Note") to finance a portion of the costs of the Project. The City Council is being asked to adopt the attached resolution on Tuesday, September 12, 2017, following the public hearing, to provide final approval to the issuance of the Lauderdale Note and approve the execution and delivery of related loan documents, including a joint powers agreement with the City of Hilltop and the City of Minneapolis.

The Lauderdale Note will be issued pursuant to Minnesota Statutes, Chapter 462C, as amended, and Minnesota Statutes, Sections 471.59 and 471.656, as amended. If the City agrees to issue the Lauderdale Note, the Borrower will use the proceeds of the Lauderdale Note, along with the proceeds of the Hilltop Note, to finance the Project, finance capitalized interest during the construction of the Project, if needed, fund any required reserves, and pay costs of issuance of the Lauderdale and Hilltop Note (together, the "Notes"). The Project financed with the proceeds of the Notes will be owned and operated by the Borrower or its affiliates. The City of Minneapolis, as the municipality in which the Project is located, has provided "host approval" to the issuance of the Notes to finance the Project.

The Lauderdale Note is proposed to be privately placed with Northeast Bank (the "Lender") and will be issued as a conduit revenue bond secured solely by the revenues derived from a loan agreement (the "Loan Agreement") to be executed by the City and the Borrower and from other security provided by the Borrower, including a mortgage and a guaranty. The Lauderdale Note will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City (other than the interests of the City in the Loan Agreement) and will not be secured by any taxing power of the City. The Lauderdale Note will not be subject to any debt limitation imposed on the City and the issuance of the

Lauderdale Note will not have any adverse impact on the credit rating of the City, even in the event that Borrower encounters financial difficulties with respect to the Project.

The Lauderdale Note is proposed to be issued as a tax-exempt obligation, the interest on which is not includable in gross income for federal income tax purposes. Tax-exempt obligations are usually not eligible for purchase by banks and other financial institutions, but Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), permits each issuer of tax-exempt obligations to designate up to \$10,000,000 of tax-exempt bonds as "qualified tax-exempt obligations" (sometimes referred to as "bank-qualified bonds") that are eligible for purchase by banks and other financial institutions. In order to issue bank-qualified bonds, the issuer must not expect to issue more than \$10,000,000 of bonds (other than private activity bonds that are not qualified 501(c)(3) bonds) in a calendar year. The Borrower has requested that the City designate the Lauderdale Note as a qualified tax-exempt obligation for purposes of Section 265(b)(3) of the Code.

Under the terms of the Loan Agreement, the Borrower will pay all of the City's fees and expenses and pay the City its administrative fee required for bond issuance.

Gina Fiorini from my office will attend the City Council meeting on September 12, 2017, and can answer any questions that may arise during the meeting. Please contact me with any questions you may have prior to the City Council meeting.

Sincerely,

Julie A. Eddington

RESOLUTION 091217B

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

**RESOLUTION AUTHORIZING THE ISSUANCE, SALE, AND DELIVERY OF A
REVENUE OBLIGATION FOR THE BENEFIT OF CATHOLIC ELDERCARE;
AUTHORIZING THE EXECUTION AND DELIVERY OF THE REVENUE
OBLIGATION AND RELATED DOCUMENTS; AND TAKING OTHER
ACTIONS RELATED THERETO**

BE IT RESOLVED by the City Council of the City of Lauderdale, Minnesota (the "City"), as follows:

Section 1. Findings.

1.01. Minnesota Statutes, Chapter 462C, as amended (the "Act"), authorizes the City to carry out the public purposes described in the Act by providing for the issuance of revenue bonds to provide funds to finance multifamily housing developments (including nursing and assisted living facilities).

1.02. Pursuant to Minnesota Statutes, Section 471.656, as amended, a municipality may issue obligations to finance the acquisition or improvement of property located outside of the corporate boundaries of such municipality if the obligations are issued under a joint powers agreement between the municipality issuing the obligations and the municipality in which the property to be acquired or improved is located. Pursuant to Minnesota Statutes, Section 471.59, as amended, by the terms of a joint powers agreement entered into through action of their governing bodies, two or more municipalities may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised and the joint powers agreement may provide for the exercise of such powers by one or more of the participating governmental units on behalf of the other participating units.

1.03. Catholic Eldercare, a Minnesota nonprofit corporation, or any of its affiliates (the "Borrower"), has proposed that the City issue its revenue note, in one or more series (the "City Note"), in an aggregate principal amount not to exceed \$10,000,000. The Borrower has proposed to apply the proceeds of the City Note, along with the proceeds of a revenue note (the "Hilltop Note") proposed to be issued by the City of Hilltop, Minnesota (the "City of Hilltop") in an aggregate principal amount not to exceed \$8,000,000, to (i) finance the construction and equipping of a 69-unit independent senior housing complex with services located at 917, 923, 929, and 1001 Second Street NE, Minneapolis, Minnesota (the "Project"); (ii) fund capitalized interest on the City Note and the Hilltop Note (together, the "Notes") during construction of the Project, if necessary; (iii) fund required reserves for the Notes, if any; and (iv) pay the costs of issuing the Notes.

1.04. The Project financed with the proceeds of the Notes will be owned and operated by the Borrower or individual affiliates of the Borrower.

1.05. The City, the City of Hilltop, and the City of Minneapolis, Minnesota (the "City of Minneapolis") are proposing to enter into a Cooperative Agreement (the "Cooperative Agreement")

pursuant to which the City of Minneapolis will consent to the issuance by the City and the City of Hilltop of the Notes and the financing of the Project located in the City of Minneapolis by the City and the City of Hilltop.

1.06. In accordance with the Act, the City and the City of Hilltop have prepared a joint housing program (the "Housing Program"), which authorizes the issuance of the Notes by the City and the City of Hilltop to finance the Project. The Housing Program was submitted to Metropolitan Council for its review and comment.

1.07. The Borrower has represented to the City that it is exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), as a result of the application of Section 501(c)(3) of the Code.

1.08. Under Section 147(f) of the Code, prior to the issuance of the Notes, the City Council must conduct a public hearing after one publication of notice in a newspaper circulating generally in the City at least fourteen (14) days before the hearing. Under Section 462C.04, subdivision 2 of the Act, a public hearing must be held on the Housing Program after one publication of notice in a newspaper circulating generally in the City at least fifteen (15) days before the hearing.

1.09. On the date hereof, the City Council conducted a public hearing on the Project, the Housing Program, and the issuance of the City Note. As required by Section 462C.04, subdivision 2 of the Act and Section 147(f) of the Code, notice of the hearing (the "Public Notice") was published in the *Roseville Review*, the official newspaper of the City, and the *Star Tribune*, a newspaper circulating generally in the City, on August 22, 2017, a date at least fifteen (15) days before a meeting of the City Council on the date hereof. The Public Notice provided a general, functional description of the Project, as well as the maximum aggregate principal amount of the obligations to be issued for the purposes referenced therein, the identity of the initial owner, operator, or manager of the Project, and the location of the Project. At the public hearing, a reasonable opportunity was provided for interested individuals to express their views, both orally and in writing, on the Project, the Housing Program, and the proposed issuance of the City Note.

1.10. The City Note is to be issued under the terms of this resolution. Northeast Bank, a Minnesota banking and insurance corporation (the "Lender"), has agreed to purchase the City Note. The proceeds derived from the sale of the City Note to the Lender (the "Loan") are to be loaned by the City to the Borrower pursuant to the terms of a Loan Agreement (the "Loan Agreement") between the City and the Borrower. Proceeds of the City Note will be applied by the Borrower to (i) finance a portion of the construction and equipping of the Project; (ii) fund capitalized interest on the City Note, if necessary; (iii) fund required reserves for the City Note, if any; and (iv) pay the costs of issuing the City Note. The proceeds of the City Note will be disbursed pursuant to the Loan Agreement and a Disbursing Agreement (the "Disbursing Agreement") between the Borrower, the Lender, and a disbursing agent named therein.

1.11. The loan repayments required to be made by the Borrower under the terms of the Loan Agreement and certain other rights will be assigned to the Lender under the terms of a Pledge Agreement (the "Pledge Agreement") between the City and the Lender.

1.12. In consideration of the Loan by the City and to secure the payment of its obligations under the Loan Agreement and the principal of, premium, if any, and interest on the City Note when due, the Borrower will execute and deliver one or more mortgage documents granting a mortgage lien on certain property of the Borrower (the "Mortgage") and other security documents that are intended to secure timely payment of the Loan and the loan to the Borrower of the proceeds of the Hilltop Note. One

or more guarantors are expected to deliver one or more guaranty agreements (the "Guaranty") to the Lender pursuant to which the obligations of the Borrower under the Loan Agreement will be guaranteed.

1.13. The principal of, premium, if any, and interest on the City Note (i) shall be payable solely from the revenues pledged and otherwise available therefor; (ii) shall not constitute a debt of the City within the meaning of any constitutional or statutory limitation; (iii) shall not constitute or give rise to a pecuniary liability of the City or a charge against its general credit or taxing powers; and (iv) shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City other than the City's interest in the Loan Agreement.

Section 2. The City Note.

2.01. For the purposes set forth above, there is hereby authorized the issuance, sale, and delivery of the City Note in an aggregate principal amount not to exceed \$10,000,000. The City Note shall bear interest at rates designated by the terms of the City Note, and shall be designated, shall be numbered, shall be dated, shall mature, shall be subject to redemption prior to maturity, shall be in such form, and shall have such other terms, details, and provisions as are prescribed in the form of the City Note now on file with the City, with the amendments referenced herein. The City hereby authorizes the City Note to be issued as a "tax-exempt bond" the interest on which is not includable in gross income for federal and State of Minnesota income tax purposes.

2.02. All of the provisions of the City Note, when executed as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The City Note shall be substantially in the form now on file with the City, which form is hereby approved, with such necessary and appropriate variations, omissions, and insertions (including changes to the name of the City Note, the aggregate principal amount of the City Note, the stated maturity of the City Note and the maturity date of the City Note, the interest rate on the City Note, and the terms of optional and mandatory redemption of the City Note) as the Mayor and the City Administrator (the "Mayor" and the "City Administrator," respectively), in their discretion, shall determine. The Mayor and the City Administrator are authorized and directed to prepare the City Note, and the City Note shall be delivered to the Lender. The execution of the City Note with the manual or facsimile signatures of the Mayor and the City Administrator and the delivery of the City Note by the City shall be conclusive evidence of such determination. The City Council of the City hereby authorizes and directs the Mayor and the City Administrator to execute and deliver the City Note.

2.03. The City Note shall be a special, limited obligation of the City, and the principal of, premium, if any, and interest on the City Note shall be payable solely from the proceeds of the City Note, the revenues derived from the Borrower pursuant to the terms of the Loan Agreement and the security provided by the Borrower in accordance with the terms of the Loan Agreement, the Mortgage, and any and all other security of any kind or nature provided by the Borrower (or an affiliate) to the Lender.

2.04. As provided in the Loan Agreement, the City Note shall not be payable from or charged upon any funds other than the revenues pledged to its payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the City Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the City Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which will be assigned to the Lender under the Pledge Agreement. The City Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder, which will be assigned to the Lender under the

Pledge Agreement. The City Note shall recite that the City Note is issued pursuant to the Act and that the City Note, including interest and premium, if any, thereon, is payable solely from the revenues and assets pledged to the payment thereof, and the City Note shall not constitute a debt of the City within the meaning of any constitutional or statutory limitations.

Section 3. Agreements. The Mayor and the City Administrator are hereby authorized and directed to execute and deliver the Loan Agreement, the Pledge Agreement, and the Cooperative Agreement. All of the provisions of the Loan Agreement, the Pledge Agreement, and the Cooperative Agreement, when executed and delivered as authorized herein, shall be deemed to be a part of this resolution as fully and to the same extent as if incorporated verbatim herein and shall be in full force and effect from the date of execution and delivery thereof. The Loan Agreement, the Pledge Agreement, and the Cooperative Agreement shall be substantially in the forms on file with the City which are hereby approved, with such omissions and insertions as do not materially change the substance thereof, or as the Mayor and the City Administrator, in their discretion, shall determine, and the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such determination.

Section 4. Disbursements of City Note Proceeds. The proceeds of the City Note shall be disbursed in accordance with the terms of the Loan Agreement and the Disbursing Agreement.

Section 5. Other Documents. The Mayor and the City Administrator are hereby authorized to execute and deliver, on behalf of the City, such other documents as are necessary or appropriate in connection with the issuance, sale, and delivery of the City Note, including one or more certificates of the City, an endorsement of the City to the tax certificate of the Borrower, an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038, and all other documents and certificates as shall be necessary and appropriate in connection with the issuance, sale, and delivery of the City Note. The City hereby authorizes Kennedy & Graven, Chartered, as bond counsel to the City ("Bond Counsel") to prepare, execute, and deliver its approving legal opinion with respect to the City Note.

Section 6. The City and Its Officers, Employees, and Agents.

6.01. Except as otherwise provided in this resolution, all rights, powers, and privileges conferred and duties and liabilities imposed upon the City or the City Council by the provisions of this resolution or of the aforementioned documents shall be exercised or performed by the City or by such members of the City Council, or such officers, board, body, or agency thereof as may be required or authorized by law to exercise such powers and to perform such duties.

6.02. No covenant, stipulation, obligation, or agreement herein contained or contained in the aforementioned documents shall be deemed to be a covenant, stipulation, obligation, or agreement of any member of the City Council of the City, or any officer, agent, or employee of the City in that person's individual capacity, and neither the City Council of the City nor any officer or employee executing the City Note shall be liable personally on the City Note or be subject to any personal liability or accountability by reason of the issuance thereof.

6.03. No provision, covenant, or agreement contained in the aforementioned documents, the City Note, or in any other document relating to the City Note, and no obligation therein or herein imposed upon the City or the breach thereof, shall constitute or give rise to any pecuniary liability of the City or any charge upon its general credit or taxing powers. In making the agreements, provisions, covenants, and representations set forth in such documents, the City has not obligated itself to pay or remit any funds or revenues, other than funds and revenues derived from the Loan Agreement which are to be applied to the payment of the City Note, as provided therein.

6.04. Except as herein otherwise expressly provided, nothing in this resolution or in the aforementioned documents expressed or implied, is intended or shall be construed to confer upon any person or firm or corporation, other than the City or any holder of the City Note, any right, remedy, or claim, legal or equitable, under and by reason of this resolution or any provisions hereof, the aforementioned documents and all of their provisions being intended to be and being for the sole and exclusive benefit of the City and any holders from time to time of the City Note.

Section 7. Severability. In case any one or more of the provisions of this resolution, other than the provisions contained in Section 2.03 hereof, or of the aforementioned documents, or of the City Note issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this resolution, or of the aforementioned documents, or of the City Note, but this resolution, the aforementioned documents, and the City Note shall be construed and endorsed as if such illegal or invalid provisions had not been contained therein.

Section 8. Validity of the City Note. The City Note, when executed and delivered, shall contain a recital that it is issued pursuant to the Act, and such recital shall be conclusive evidence of the validity of the City Note and the regularity of the issuance thereof, and that all acts, conditions, and things required by the laws of the State of Minnesota relating to the adoption of this resolution, to the issuance of the City Note, and to the execution of the aforementioned documents to happen, exist, and be performed precedent to the execution of the aforementioned documents have happened, exist, and have been performed as so required by law.

Section 9. Authorization for Other Acts. The officers of the City, Bond Counsel, other attorneys, engineers, and other agents or employees of the City are hereby authorized to do all acts and things required of them by or in connection with this resolution, the aforementioned documents, and the City Note for the full, punctual, and complete performance of all the terms, covenants, and agreements contained in the City Note, the aforementioned documents and this resolution. In the event that for any reason the Mayor is unable to carry out the execution of any of the documents or other acts provided herein, any persons delegated the duties of the Mayor shall be authorized to act in the capacity of the Mayor and undertake such execution or acts on behalf of the City with full force and effect, which execution or acts shall be valid and binding on the City. If for any reason the City Administrator is unable to execute and deliver the documents referred to in this resolution, such documents may be executed by any person delegated the duties of the City Administrator, with the same force and effect as if such documents were executed and delivered by the City Administrator.

Section 10. Designation as Bank-Qualified Obligation. The City hereby designates the City Note as a "qualified tax-exempt obligation" for purposes of Section 265(b)(3) of the Code.

Section 11. Payment of Costs. The Borrower has agreed to pay directly or through the City any and all costs paid or incurred by the City in connection with the transactions authorized by this resolution, whether or not the City Note is issued.

Section 12. Payment of City's Administrative Fee. The Loan Agreement will require the Borrower to pay the City's bond administrative fee in the amount of ninety (90) basis points (0.90%) of the original aggregate principal amount of the City Note when the City Note is issued.

Section 13. Effective Date. This resolution shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Lauderdale, Minnesota, this 12th day of September, 2017.

Mayor

Attest:

City Administrator

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date September 12, 2017

ITEM NUMBER 2018 Budget and Levy

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff haven't made any changes to the budget since the previous discussion. The draft budget balances with a local levy increase of 9.8% or \$56,833 or a total levy increase of 8.1% or \$57,181. The overall budget increase is \$51,900 or 3.9%. Last year, the fiscal disparities revenue increase of about \$15,000 brought down the overall levy increase. Unfortunately, we do not have that to rely on this year as the increase was \$348.

There are a couple of factors driving the increase this year.

- Public safety costs: Additional \$16,000
- 2018 is an election year: Additional \$6,000
- Internet was previously free: Additional \$6,000

Following is the impact of the proposed levy on a low value home (\$126,000), a median value home which is \$189,100 for 2018, and a high value home (\$300,000). Staff factored in the market value homestead reduction at each of those price points.

If adopted as presented, the impact of the city's levy would be minimal as property tax shifts are still in play. For the upcoming year, a handful of suburbs and St. Paul are seeing sizable home value increases so they will absorb a greater share of the County's 4.3% levy increase. You will see from the County's handout that without a change in our levy, residents would see a \$43 decrease on their property tax statement. The impact of the 9.8% local levy increase calculates to less than a \$35 increase on homes valued at less than \$300,000.

Staff will prepare the appropriate documents to adopt the preliminary levy at the September 26 council meeting. As you may recall, the final levy adopted in December may be less than the preliminary levy but not more.

STAFF RECOMMENDATION:

2018 PROPOSED LEVY IMPACTS ON LAUDERDALE HOMES

	City	City	City	City	City
	Total Levy	Fiscal Disparities	Net Local Levy	Tax Capacity	Tax Rate
2017-3.0%	\$708,333	\$131,121	\$577,212	\$2,012,764	28.68%
2018-9.8%	\$765,514	\$131,469	\$634,045	\$2,119,216	29.92%
Median Value 2016		\$186,550			
Median Value 2017		\$184,350			
Median Value 2018		\$189,100			

	Taxable Value	x Tax %	x Tax Rate	= City Tax on \$126,000 Home	
2017-3.0%	\$100,100	1%	0.2868	Total Tax	\$287.06
2018-9.8%	\$100,100	1%	0.2992	Total Tax	\$299.49
				DIFFERENCE	\$12.43 4.33%

	Taxable Value	x Tax %	x Tax Rate	= City Tax on Median Lauderdale Home 2018: \$189,100	
2017-3.0%	\$164,192	1%	0.2868	Total Tax	\$470.86
2018-9.8%	\$168,879	1%	0.2992	Total Tax	\$505.27
				DIFFERENCE	\$34.40 7.31%

	Taxable Value	x Tax %	x Tax Rate	= City Tax on \$300,000 Home	
2017-3.0%	\$289,760	1%	0.2868	Total Tax	\$830.96
2018-9.8%	\$289,760	1%	0.2992	Total Tax	\$866.93
				DIFFERENCE	\$35.97 4.33%

Impact on Median Value Single Family Homes by City and School District

**Percentage Change in 2018 Property Tax
On Median Value Single Family Properties (as of 08/02/17)**

Assuming a 4.3% increase in county levy, a 6.3% increase in Regional Rail and no change in other levies

City	School	Payable 2017		Payable 2018 City Median Estimated Value	% Change in Median Value	% Change in Tax on Median Valued Home					Estimated Change From 2017 Total Tax
		City Estimated Value	School			County	City	School	Other	Total	
Arden Hills	621	\$308,200		\$333,800	8.3%	5.3%	-2.8%	1.0%	3.7%	2.1%	\$89
	623	"		"	"	5.3%	-2.8%	2.7%	3.7%	2.7%	106
Falcon Heights	623	253,600		266,600	5.1%	2.0%	-1.3%	-0.4%	-0.5%	0.4%	13
	624	246,900		262,850	6.5%	3.5%	-0.6%	0.3%	2.8%	1.3%	47
Lauderdale	623	184,800		189,100	2.3%	-1.0%	-1.7%	-3.2%	-3.4%	-1.9%	-43
	623	229,200		240,800	5.1%	2.0%	-4.3%	-0.4%	0.4%	-0.2%	-6
Little Canada	624	"		"	"	2.0%	-4.3%	-1.1%	0.4%	-0.4%	-14
	622	200,550		209,600	4.5%	1.5%	-0.1%	-0.5%	-0.1%	0.3%	9
Maplewood	623	"		"	"	1.5%	-0.1%	-0.9%	-0.1%	0.2%	7
	624	"		"	"	1.5%	-0.1%	-1.6%	-0.1%	0.0%	-1
Mounds View	621	184,800		197,300	6.8%	4.2%	-1.2%	-0.2%	1.1%	1.2%	31
	282	227,600		242,400	6.5%	3.7%	-2.6%	7.1%	2.1%	3.5%	123
New Brighton	621	"		"	"	3.7%	-2.6%	-0.6%	2.1%	0.7%	21
	621	578,800		558,400	-3.5%	-7.8%	-4.1%	-10.9%	-8.4%	-8.7%	-615
North Oaks	624	"		"	"	-7.8%	-4.1%	-9.9%	-8.4%	-8.4%	-591
	622	168,450		172,800	2.6%	-0.6%	-6.3%	-2.5%	-3.2%	-3.0%	-77
North St. Paul	621	227,150		236,900	4.3%	1.1%	-2.4%	-2.9%	-0.4%	-1.1%	-36
	623	"		"	"	1.1%	-2.4%	-1.2%	-0.4%	-0.6%	-18
St. Anthony	282	263,700		278,700	5.7%	2.5%	N/A	N/A	N/A	N/A	N/A
	625	161,400		173,900	7.7%	5.9%	-2.7%	-1.7%	2.2%	0.7%	16
Shoreview	621	266,200		289,800	8.9%	6.1%	1.9%	1.7%	4.4%	3.6%	132
	623	"		"	"	6.1%	1.9%	3.4%	4.4%	4.2%	146
Spring Lake Park	621	187,800		188,300	0.3%	-3.4%	N/A	N/A	N/A	N/A	N/A
	621	229,250		246,200	7.4%	4.6%	-3.1%	0.3%	4.0%	1.6%	46
Vadnais Heights	624	"		"	"	4.6%	-3.1%	1.3%	3.0%	1.9%	57
	624	194,700		208,400	7.0%	4.5%	-1.1%	1.0%	2.8%	2.3%	54
White Bear Lake	624	234,900		255,400	8.7%	6.1%	-0.2%	2.6%	4.4%	3.7%	111
	624										

Payable 2018 Fiscal Disparity Distribution Dollars By Taxing Authority (Ramsey County Portion Only)

Taxing Authority	Actual Pay 2017 FD Distribution \$'s	Actual Pay 2018 FD Distribution \$'s	Change From 2017	% Change From 2017
Ramsey County	\$48,556,722	\$49,058,538	\$501,816	1.0%
<u>City or Town</u>				
Arden Hills	290,710	320,003	29,293	10.1%
Blaine	0	0	0	0.0%
Falcon Heights	227,244	241,618	14,374	6.3%
Gem Lake	6,610	9,953	3,343	50.6%
Lauderdale	131,121	131,469	348	0.3%
Little Canada	423,857	445,358	21,501	5.1%
Maplewood	2,872,903	3,052,429	179,526	6.2%
Mounds View	972,022	978,917	6,895	0.7%
New Brighton	1,160,682	1,264,695	104,013	9.0%
North Oaks	24,474	26,539	2,065	8.4%
North St. Paul	936,658	1,071,487	134,829	14.4%
Roseville	1,564,815	1,704,666	139,851	8.9%
St. Anthony	322,938	350,756	27,818	8.6%
St. Paul	23,608,868	25,006,662	1,397,794	5.9%
Shoreview	1,036,745	1,096,008	59,263	5.7%
Spring Lake Park	18,525	18,359	-166	-0.9%
Vadnais Heights	389,808	451,153	61,345	15.7%
White Bear Lake	702,265	695,201	-7,064	-1.0%
Town of White Bear	276,309	281,836	5,527	2.0%
Total City & Town	34,966,554	37,147,109	2,180,555	6.2%

CITY OF LAUDERDALE
GENERAL FUND REVENUES
2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-00000-410-31010	CURRENT AD VALOREM TAXES	\$ 558,494	\$ 577,212	\$ 634,045
101-00000-410-31020	DELINQUENT AD VALOREM TAXES	\$ 3,597	\$ -	\$ -
101-00000-410-31400	FISCAL DISPARITIES	\$ 115,755	\$ 131,121	\$ 131,469
101-00000-410-31055	EXCESS TAX INCREMENT	\$ -	\$ -	\$ -
101-00000-410-31900	PENALTIES AND INTEREST TAXES	\$ 219	\$ -	\$ -
	TAXES	\$ 678,065	\$ 708,333	\$ 765,514
101-00000-410-32110	LIQUOR LICENSES	\$ -	\$ 150	\$ 150
101-00000-410-32180	TOBACCO LICENSES	\$ -	\$ 400	\$ 400
101-00000-410-32190	OTHER BUSINESS LICENSES	\$ 2,255	\$ 1,900	\$ 2,000
101-00000-410-32192	HVAC CONTRACTOR LICENSES	\$ 1,400	\$ 1,200	\$ 1,200
101-00000-410-32240	ANIMAL LICENSES	\$ 120	\$ 100	\$ 100
101-00000-420-32210	BUILDING PERMITS	\$ 30,228	\$ 15,500	\$ 17,000
101-00000-420-32230	PLUMBING & HEATING PERMITS	\$ 8,434	\$ 4,500	\$ 6,000
101-00000-420-32270	RENTAL HOUSING LICENSES	\$ 5,335	\$ 6,000	\$ 4,000
101-00000-430-32261	EXCAVATING PERMITS	\$ -	\$ -	\$ -
	PERMITS & LICENSES	\$ 47,771	\$ 29,750	\$ 30,850
101-00000-410-33401	LOCAL GOVERNMENT AID	\$ 537,502	\$ 537,818	\$ 539,562
101-00000-410-33422	OTHER STATE GRANTS & AIDS	\$ 1,198	\$ 1,198	\$ 1,198
	INTERGOVERNMENTAL REVENUE	\$ 538,700	\$ 539,016	\$ 540,760
101-00000-410-34101	CITY HALL RENT	\$ 6,670	\$ 4,700	\$ 5,000
101-00000-410-34103	ZONING & SUBDIVISION FEES	\$ 600	\$ 1,000	\$ 1,000
101-00000-420-34104	PLAN REVIEW FEES	\$ 6,944	\$ 4,000	\$ 5,000
101-00000-410-34105	SALE OF MAPS & PUBLICATIONS	\$ 12	\$ 25	\$ -
101-00000-410-34108	ADMINISTRATIVE FEES	\$ -	\$ -	\$ -
101-00000-420-34202	SPECIAL FIRE PROTECTION SERVICES	\$ 105	\$ 600	\$ 600
101-00000-420-34206	MOWING & GARBAGE CLEANUP	\$ -	\$ -	\$ -
101-00000-430-34303	SNOW REMOVAL CHARGES	\$ -	\$ -	\$ -
101-00000-450-34780	PARK SHELTER FEES	\$ 310	\$ 300	\$ 300
101-00000-450-34920	MERCHANDISE SALES	\$ 399	\$ 400	\$ 400
	CHARGES FOR SERVICES	\$ 15,040	\$ 11,025	\$ 12,300

Account Number	Account Description	2015 Actual	2017 Adopted	2018 Proposed
101-00000-420-35101	COURT FINES & ADMINISTRATIVE PENALTIES	\$ 35,779	\$ 45,000	\$ 30,000
101-00000-420-35200	FORFEITED & SEIZED ASSETS	\$ -	\$ -	\$ -
	FINES & FORFEITS	\$ 35,779	\$ 45,000	\$ 30,000
101-00000-410-36101	SPECIAL ASSESSMENTS - COUNTY	\$ 1,233	\$ -	\$ -
101-00000-410-36102	PENALTIES & INTEREST	\$ 574	\$ -	\$ -
101-00000-410-36200	OTHER MISCELLEANOUS REVENUE	\$ 10,135	\$ -	\$ -
101-00000-410-36210	INTEREST ON INVESTMENTS	\$ 8,500	\$ 2,100	\$ 5,000
101-00000-410-36230	CONTRIBUTIONS & DONATIONS	\$ -	\$ -	\$ -
101-00000-450-36230	CONTRIBUTIONS & DONATIONS (COMM EVENT)	\$ 2,982	\$ -	\$ 2,500
101-00000-420-36260	SURCHARGES COLLECTED	\$ 1,309	\$ 800	\$ 1,000
	MISCELLANEOUS REVENUE	\$ 24,733	\$ 2,900	\$ 8,500
101-00000-410-39101	SALE OF CAPITAL ASSETS	\$ -	\$ -	\$ -
101-00000-410-39200	TRANSFER IN	\$ -	\$ -	\$ -
	OTHER SOURCES	\$ -	\$ -	\$ -
	TOTAL GENERAL FUND REVENUE	\$ 1,340,087	\$ 1,336,024	\$ 1,387,924
	REVENUES OVER/UNDER EXPENDITURES	\$ -	\$ (0)	\$ -
	FUND BALANCE - January 1	\$ 758,551	\$ 780,967	\$ 780,967
	FUND BALANCE - December 31	<u>\$ 780,967</u>	<u>\$ 780,967</u>	<u>\$ 780,967</u>

CITY OF LAUDERDALE
GENERAL FUND EXPENSE SUMMARY
2017

Department Number	Title	2016 Actual	2017 Adopted	2018 Proposed
41110	LEGISLATIVE	\$ 24,888	\$ 27,593	\$ 27,953
41320	CITY ADMINISTRATION	\$ 215,216	\$ 216,105	\$ 228,142
41410	ELECTIONS	\$ 22,202	\$ 18,111	\$ 24,851
41610	LEGAL	\$ 24,848	\$ 23,000	\$ 23,000
41910	PLANNING	\$ 27,883	\$ 41,963	\$ 47,522
41940	GENERAL GOVERNMENT BUILDINGS	\$ 18,832	\$ 18,550	\$ 26,700
	GENERAL GOVERNMENT	\$ 333,869	\$ 345,322	\$ 378,168
42100	PUBLIC SAFETY	\$ 700,785	\$ 727,134	\$ 743,174
42400	BUILDING INSPECTIONS	\$ 34,192	\$ 26,431	\$ 29,105
	PUBLIC SAFETY	\$ 734,977	\$ 753,565	\$ 772,279
43121	PUBLIC WORKS	\$ 90,389	\$ 81,010	\$ 88,049
43160	STREET LIGHTING	\$ 7,837	\$ 7,000	\$ 7,000
	PUBLIC WORKS	\$ 98,226	\$ 88,010	\$ 95,049
45200	PARKS & RECREATION	\$ 76,106	\$ 81,127	\$ 84,428
46500	ECONOMIC DEVELOPMENT	\$ -	\$ 20,000	\$ 10,000
49200	MISCELLANEOUS UNALLOCATED EXPENSES	\$ -	\$ 10,000	\$ 10,000
49300	OTHER FINANCING USES	\$ 87,655	\$ 38,000	\$ 38,000
	OTHER	\$ 163,761	\$ 149,127	\$ 142,428
TOTAL EXPENDITURES		\$ 1,330,833	\$ 1,336,024	\$ 1,387,924

CITY OF LAUDERDALE
 LEGISLATIVE
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-41110-410-41030	PART TIME EMPLOYEES	\$ 16,500	\$ 16,500	\$ 16,500
101-41110-410-41220	FICA	\$ 1,023	\$ 1,023	\$ 1,023
101-41110-410-41225	MEDICARE	\$ 239	\$ 239	\$ 239
101-41110-410-41510	WORKERS COMPENSATION INSURANCE	\$ 52	\$ 41	\$ 41
	PERSONNEL	<u>\$ 17,814</u>	<u>\$ 17,803</u>	<u>\$ 17,803</u>
101-41110-410-42010	OFFICE SUPPLIES	\$ 28	\$ -	\$ -
101-41110-410-42110	GENERAL SUPPLIES	\$ -	\$ 50	\$ 50
101-41110-410-42115	MEETINGS	\$ 64	\$ 200	\$ 200
101-41110-410-42410	MINOR TOOLS & EQUIPMENT	\$ -	\$ 100	\$ -
	SUPPLIES	<u>\$ 92</u>	<u>\$ 350</u>	<u>\$ 250</u>
101-41110-410-43140	TRAINING & EDUCATION	\$ 1,040	\$ 2,500	\$ 2,500
101-41110-410-43310	TRAVEL EXPENSE	\$ 735	\$ 1,200	\$ 1,200
101-41110-410-43510	LEGAL NOTICES & PUBLISHING	\$ 1,930	\$ 1,500	\$ 2,000
101-41110-410-43610	INSURANCE & BONDS	\$ 316	\$ 400	\$ 400
101-41110-410-44330	DUES & SUBSCRIPTIONS	\$ 2,960	\$ 3,840	\$ 3,800
	OTHER SERVICES & CHARGES	<u>\$ 6,982</u>	<u>\$ 9,440</u>	<u>\$ 9,900</u>
101-41110-410-45700	OFFICE FURNITURE & EQUIPMENT	\$ -	\$ -	\$ -
	CAPITAL OUTLAY	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>
TOTAL EXPENDITURES		<u><u>\$ 24,888</u></u>	<u><u>\$ 27,593</u></u>	<u><u>\$ 27,953</u></u>

NOTES:

Dues include Metro Cities, League of Minnesota Cities, Mayor's Association and Suburban Rate Authority

CITY OF LAUDERDALE
CITY ADMINISTRATION
2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-41320-410-41010	FULL TIME EMPLOYEES	\$ 123,003	\$ 120,987	\$ 126,150
101-41320-410-41020	OVERTIME	\$ -	\$ -	\$ -
101-41320-410-41040	TEMPORARY EMPLOYEES	\$ -	\$ -	\$ -
101-41320-410-41210	PERA	\$ 8,552	\$ 9,074	\$ 9,461
101-41320-410-41220	FICA	\$ 7,668	\$ 7,501	\$ 7,821
101-41320-410-41225	MEDICARE	\$ 1,793	\$ 1,755	\$ 1,829
101-41320-410-41250	DEFERRED COMPENSATION	\$ 308	\$ 500	\$ 500
101-41320-410-41310	HEALTH INSURANCE	\$ 17,996	\$ 16,352	\$ 19,172
101-41320-410-41320	DENTAL INSURANCE	\$ 129	\$ 706	\$ 200
101-41320-410-41330	LIFE INSURANCE	\$ 223	\$ 482	\$ 300
101-41320-410-41340	DISABILITY INSURANCE	\$ 187	\$ 200	\$ 200
101-41320-410-41420	UNEMPLOYMENT	\$ -	\$ -	\$ -
101-41320-410-41510	WORKERS COMPENSATION INSURANCE	\$ 786	\$ 968	\$ 1,009
	PERSONNEL	\$ 160,646	\$ 158,525	\$ 166,642
101-41320-410-42010	OFFICE SUPPLIES	\$ 729	\$ 1,600	\$ 1,000
101-41320-410-42020	COMPUTER SUPPLIES	\$ 530	\$ 200	\$ 500
101-41320-410-42030	PRINTED FORMS	\$ 3,710	\$ 5,000	\$ 4,500
101-41320-410-42110	GENERAL SUPPLIES	\$ 81	\$ 200	\$ 200
101-41320-410-42115	MEETING	\$ 41	\$ 100	\$ -
101-41320-410-42410	MINOR EQUIPMENT & TOOLS	\$ -	\$ -	\$ -
101-41320-410-42420	MINOR COMPUTER EQUIPMENT	\$ 1,783	\$ 1,000	\$ 1,500
	SUPPLIES	\$ 6,874	\$ 8,100	\$ 7,700
101-41320-410-43030	AUDITING & ACCOUNTING SERVICES	\$ 16,720	\$ 14,500	\$ 15,000
101-41320-410-43090	EXPERT & PROFESSIONAL SERVICES	\$ 11,644	\$ 13,780	\$ 16,000
101-41320-410-43140	TRAINING & EDUCATION	\$ 1,520	\$ 3,000	\$ 3,000
101-41320-410-43210	TELEPHONE & TELEGRAPH	\$ -	\$ -	\$ -
101-41320-410-43220	POSTAGE	\$ 3,810	\$ 3,200	\$ 4,000
101-41320-410-43250	OTHER COMMUNICATIONS	\$ 32	\$ -	\$ -
101-41320-410-43310	TRAVEL EXPENSE	\$ 1,874	\$ 1,500	\$ 1,500
101-41320-410-43510	LEGAL NOTICES & PUBLISHING	\$ 365	\$ 1,100	\$ 1,000
101-41320-410-43610	INSURANCE & BONDS	\$ 3,323	\$ 3,500	\$ 3,500
101-41320-410-44040	VEHICLE/EQUIPMENT REPAIRS	\$ 218	\$ 1,500	\$ -
101-41320-410-44160	RENTS & LEASES	\$ 2,483	\$ 2,700	\$ 2,700
101-41320-410-44325	BANK FEES & CHARGES	\$ 952	\$ -	\$ 1,000
101-41320-410-44330	DUES & SUBSCRIPTIONS	\$ 4,261	\$ 3,500	\$ 5,500
101-41320-410-44370	MISCELLANEOUS CHARGES	\$ 494	\$ 1,200	\$ 600
	OTHER SERVICES & CHARGES	\$ 47,696	\$ 49,480	\$ 53,800
101-41320-410-45700	OFFICE EQUIPMENT & FURNITURE	\$ -	\$ -	\$ -
	CAPITAL OUTLAY	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 215,216	\$ 216,105	\$ 228,142

NOTES

Dues includes MCFOA, MAMA, MN GFOA, IMCA, MN City/County Management Association, Pioneer Press, Notary, RC GIS

CITY OF LAUDERDALE
ELECTIONS
2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-41410-410-41010	FULL TIME EMPLOYEES	\$ 10,912	\$ 10,135	\$ 10,745
101-41410-410-41040	TEMPORARY EMPLOYEES	\$ 4,128	\$ -	\$ 5,000
101-41410-410-41210	PERA	\$ 684	\$ 760	\$ 806
101-41410-410-41220	FICA	\$ 679	\$ 628	\$ 666
101-41410-410-41225	MEDICARE	\$ 159	\$ 147	\$ 156
101-41410-410-41250	DEFERRED COMPENSATION	\$ 15	\$ -	\$ -
101-41410-410-41310	HEALTH INSURANCE	\$ 1,339	\$ 1,533	\$ 1,763
101-41410-410-41320	DENTAL INSURANCE	\$ 14	\$ 66	\$ 50
101-41410-410-41330	LIFE INSURANCE	\$ 14	\$ 71	\$ 25
101-41410-410-41340	DISABILITY INSURANCE	\$ 17	\$ 40	\$ 25
101-41410-410-41510	WORKERS COMPENSATION INSURANCE	\$ 77	\$ 81	\$ 115
	PERSONNEL	\$ 18,037	\$ 13,461	\$ 19,351
101-41410-410-42010,	OFFICE SUPPLIES	\$ -	\$ -	\$ -
101-41410-410-42110	GENERAL SUPPLIES	\$ 291	\$ 2,500	\$ 1,500
101-41410-410-42410	MINOR EQUIPMENT & TOOLS	\$ 2,617	\$ 1,650	\$ 2,500
	SUPPLIES	\$ 2,908	\$ 4,150	\$ 4,000
101-41410-410-43510	LEGAL NOTICES PUBLISHING	\$ 474	\$ -	\$ 500
101-41410-410-44370	MISCELLANEOUS CHARGES (AB VOTING)	\$ 782	\$ 500	\$ 1,000
	OTHER SERVICES & CHARGES	\$ 1,256	\$ 500	\$ 1,500
101-41410-410-45700	OFFICE EQUIPMENT & FURNITURE	\$ -	\$ -	\$ -
	CAPITAL OUTLAY	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 22,202	\$ 18,111	\$ 24,851

CITY OF LAUDERDALE
 LEGAL
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-41610-410-43040	LEGAL SERVICES - CIVIL PROCESS	\$ 12,898	\$ 11,500	\$ 11,500
101-41610-410-43045	LEGAL SERVICES - PROSECUTION	\$ 11,950	\$ 11,500	\$ 11,500
	OTHER SERVICES & CHARGES	\$ 24,848	\$ 23,000	\$ 23,000
TOTAL EXPENDITURES		<u>\$ 24,848</u>	<u>\$ 23,000</u>	<u>\$ 23,000</u>

CITY OF LAUDERDALE
 PLANNING, ZONING & INSPECTIONS
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-41910-410-41010	FULL TIME EMPLOYEES	\$ 20,224	\$ 22,601	\$ 23,739
101-41910-410-41210	PERA	\$ 1,315	\$ 1,694	\$ 1,780
100-41910-410-41220	FICA	\$ 1,184	\$ 1,402	\$ 1,472
101-41910-410-41225	MEDICARE	\$ 277	\$ 328	\$ 344
101-41910-410-41250	DEFERRED COMPENSATION	\$ (379)	\$ -	\$ -
101-41910-410-41310	HEALTH INSURANCE	\$ 3,683	\$ 3,577	\$ 3,547
101-41910-410-41320	DENTAL INSURANCE	\$ (33)	\$ 154	\$ 200
101-41910-410-41330	LIFE INSURANCE	\$ (322)	\$ 400	\$ 400
101-41910-410-41340	DISABILITY INSURANCE	\$ (5)	\$ 289	\$ 200
101-41910-410-41510	WORKERS COMPENSATION INSURANCE	\$ 852	\$ 868	\$ 190
	PERSONNEL	\$ 26,794	\$ 31,313	\$ 31,872
101-41910-410-42010	OFFICE SUPPLIES	\$ -	\$ -	\$ -
101-41910-410-42030	PRINTED FORMS	\$ -	\$ -	\$ -
101-41910-410-42110	GENERAL SUPPLIES	\$ -	\$ -	\$ -
	SUPPLIES	\$ -	\$ -	\$ -
101-41910-410-43090	EXPERT & PROFESSIONAL SERVICES	\$ 452	\$ 10,000	\$ 15,000
101-41910-410-43140	TRAINING & EDUCATION	\$ -	\$ -	\$ -
101-41910-410-43220	POSTAGE	\$ 49	\$ 250	\$ 250
101-41910-410-43610	INSURANCE & BONDS	\$ 369	\$ 400	\$ 400
101-41910-410-44330	DUES AND SUBSCRIPTIONS	\$ 219	\$ -	\$ -
	OTHER SERVICES & CHARGES	\$ 1,089	\$ 10,650	\$ 15,650
TOTAL EXPENDITURES		\$ 27,883	\$ 41,963	\$ 47,522

CITY OF LAUDERDALE
GENERAL GOVERNMENT BUILDINGS
2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-41940-410-42110	GENERAL SUPPLIES	\$ 1,266	\$ 500	\$ 1,000
101-41940-410-42230	BUILDING REPAIR SUPPLIES	\$ -	\$ -	\$ -
101-41940-410-42410	MINOR EQUIPMENT & TOOLS	\$ 533	\$ -	\$ -
	SUPPLIES	\$ 1,799	\$ 500	\$ 1,000
101-41940-410-43090	EXPERT & PROFESSIONAL SERVICES	\$ -	\$ -	\$ -
101-41940-410-43210	TELEPHONE & TELEGRAPH	\$ 1,740	\$ 2,400	\$ 2,400
101-41940-410-43250	OTHER COMMUNICATIONS (INTERNET)	\$ -	\$ -	\$ 6,000
101-41940-410-43610	INSURANCE & BONDS	\$ 3,006	\$ 3,200	\$ 3,200
101-41940-410-43810	ELECTRIC UTILITIES	\$ 4,312	\$ 3,200	\$ 4,000
101-41940-410-43820	WATER UTILITIES	\$ 595	\$ 150	\$ 600
101-41940-410-43830	GAS UTILITIES	\$ 2,687	\$ 3,000	\$ 3,000
101-41940-410-43840	REFUSE DISPOSAL	\$ 3,746	\$ 3,500	\$ 4,000
101-41940-410-43850	SEWER UTILITIES	\$ -	\$ 100	\$ -
101-41940-410-44010	BUILDING MAINTENANCE	\$ 534	\$ 2,500	\$ 2,500
101-41940-410-44040	VEHICLE/EQUIPMENT REPAIRS	\$ 114	\$ -	\$ -
101-41940-410-44160	RENTS & LEASES	\$ 298	\$ -	\$ -
	OTHER SERVICES & CHARGES	\$ 17,033	\$ 18,050	\$ 25,700
101-41940-410-45700	OFFICE FURNITURE & EQUIPMENT	\$ -	\$ -	\$ -
	CAPITAL OUTLAY	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 18,832	\$ 18,550	\$ 26,700

NOTES:

Dues include Metro Cities, League of Minnesota Cities, Mayor's Association and Suburban Rate Authority

CITY OF LAUDERDALE
PUBLIC SAFETY
2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-42100-420-43100	DISPATCH	\$ 17,174	\$ 18,469	\$ 17,773
101-42100-420-43110	POLICE CONTRACT	\$ 653,026	\$ 672,590	\$ 692,701
101-42100-420-44370	MISCELLANEOUS CHARGES	\$ 162	\$ 75	\$ 200
101-42220-420-43120	FIRE CONTRACT	\$ 18,410	\$ 18,000	\$ 18,500
101-42220-420-43125	FIRE CALLS & INSPECTIONS	\$ 12,013	\$ 18,000	\$ 14,000
101-42200-420-44370	MISCELLANEOUS CHARGES	\$ -	\$ -	\$ -
	OTHER SERVICES & CHARGES	\$ 700,785	\$ 727,134	\$ 743,174
101-42220-420-45400	MACHINERY & EQUIPMENT	\$ -	\$ -	\$ -
	CAPITAL OUTLAY	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 700,785	\$ 727,134	\$ 743,174

CITY OF LAUDERDALE
 BUILDING INSPECTIONS
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-42400-420-41010	FULL TIME EMPLOYEES	\$ 21,613	\$ 16,944	\$ 17,453
101-42400-420-42010	OVERTIME	\$ 36	\$ -	\$ -
101-42400-420-41210	PERA	\$ 1,624	\$ 1,271	\$ 1,309
101-42400-420-41220	FICA	\$ 1,558	\$ 1,051	\$ 1,082
101-42400-420-41225	MEDICARE	\$ 364	\$ 246	\$ 253
101-42400-420-41250	DEFERRED COMPENSATION	\$ 2,266	\$ 2,259	\$ 2,305
101-42400-420-41310	HEALTH INSURANCE	\$ -	\$ -	\$ -
101-42400-420-41320	DENTAL INSURANCE	\$ 112	\$ 111	\$ 125
101-42400-420-41330	LIFE INSURANCE	\$ 527	\$ 25	\$ 600
101-42400-420-41340	DISABILITY INSURANCE	\$ 65	\$ 25	\$ 75
101-42400-420-41510	WORKERS COMPENSATION INSURANCE	\$ 607	\$ 650	\$ 803
	PERSONNEL	\$ 28,772	\$ 22,581	\$ 24,005
101-42400-420-42030	PRINTED FORMS	\$ -	\$ -	\$ -
101-42400-420-42110	GENERAL SUPPLIES	\$ -	\$ -	\$ -
	SUPPLIES	\$ -	\$ -	\$ -
101-42400-420-43090	EXPERT & PROFESSIONAL SERVICES	\$ 2,975	\$ 2,000	\$ 3,000
101-42400-420-43140	TRAINING & EDUCATION	\$ 550	\$ 600	\$ 600
101-42400-420-43220	POSTAGE	\$ 227	\$ 50	\$ -
101-42400-420-43310	TRAVEL EXPENSES	\$ -	\$ -	\$ -
101-42400-420-43510	LEGAL NOTICES PUBLISHING	\$ -	\$ -	\$ -
101-42400-420-43610	INSURANCE & BONDS	\$ 369	\$ 400	\$ 400
101-42400-420-44330	DUES & SUBSCRIPTIONS	\$ 122	\$ -	\$ 100
101-42400-420-44380	BUILDING PERMIT SURCHARGES	\$ 1,177	\$ 800	\$ 1,000
	OTHER SERVICES & CHARGES	\$ 5,420	\$ 3,850	\$ 5,100
TOTAL EXPENDITURES		\$ 34,192	\$ 26,431	\$ 29,105

CITY OF LAUDERDALE
PUBLIC WORKS
2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-43121-430-41010	FULL TIME EMPLOYEES	\$ 34,285	\$ 32,039	\$ 34,486
101-43121-430-41020	OVERTIME	\$ 267	\$ 3,000	\$ 3,000
101-43121-430-41040	TEMPORARY EMPLOYEES	\$ -	\$ -	\$ -
101-43121-430-41210	PERA	\$ 2,498	\$ 2,628	\$ 2,661
101-43121-430-41220	FICA	\$ 2,464	\$ 2,172	\$ 2,324
101-43131-430-41225	MEDICARE	\$ 576	\$ 509	\$ 544
101-43121-430-41250	DEFERRED COMPENSATION	\$ 4,758	\$ 5,221	\$ 5,860
101-43121-430-41310	HEALTH INSURANCE	\$ 499	\$ -	\$ -
101-43121-430-41320	DENTAL INSURANCE	\$ 36	\$ 111	\$ 50
101-43121-430-41330	LIFE INSURANCE	\$ 186	\$ 200	\$ 200
101-43121-430-41340	DISABILITY INSURANCE	\$ 49	\$ 168	\$ 100
101-43121-430-41510	WORKERS COMPENSATION INSURANCE	\$ 1,617	\$ 1,612	\$ 1,724
	PERSONNEL	\$ 47,234	\$ 47,660	\$ 50,949
101-43121-430-42110	GENERAL SUPPLIES	\$ 714	\$ 500	\$ 700
101-43121-430-42120	MOTOR FUELS	\$ 2,126	\$ 3,000	\$ 2,500
101-43121-430-42130	LUBRICANTS & ADDITIVES	\$ 147	\$ -	\$ 150
101-43121-430-42160	CHEMICALS & CHEMICAL PRODUCTS	\$ -	\$ -	\$ -
101-43121-430-42170	SAFETY EQUIPMENT	\$ -	\$ -	\$ -
101-43121-430-42210	VEHICLE/EQUIPMENT PARTS	\$ 99	\$ 1,500	\$ 1,500
101-43121-430-42220	TIRES	\$ -	\$ -	\$ -
101-43121-430-42240	STREET MAINTENANCE MATERIALS	\$ -	\$ -	\$ -
101-43121-430-42410	MINOR EQUIPMENT & TOOLS	\$ 20	\$ 1,000	\$ 1,000
101-43121-430-42420	MINOR COMPUTER EQUIPMENT	\$ -	\$ -	\$ -
	SUPPLIES	\$ 3,105	\$ 6,000	\$ 5,850
101-43121-430-43030	ENGINEERING	\$ 2,159	\$ -	\$ 1,000
101-43121-430-43090	EXPERT & PROFESSIONAL SERVICES	\$ 28,092	\$ 19,650	\$ 12,000
101-43121-430-43095	SNOW REMOVAL CONTRACTS	\$ -	\$ -	\$ 14,000
101-43121-430-43140	TRAINING & EDUCATION	\$ 460	\$ -	\$ 500
101-43121-430-43210	TELEPHONE & TELEGRAPH	\$ 375	\$ -	\$ -
101-43121-430-43310	TRAVEL EXPENSE	\$ 43	\$ -	\$ -
101-43121-430-43610	INSURANCE & BONDS	\$ 2,053	\$ 2,200	\$ 2,200
101-43121-430-44010	BUILDING MAINTENANCE	\$ 20	\$ 4,000	\$ -
101-43121-430-44040	VEHICLE/EQUIPMENT REPAIRS	\$ 6,776	\$ 1,500	\$ 1,500
101-43121-430-44160	RENTS & LEASES	\$ -	\$ -	\$ -
101-43121-430-44330	DUES & SUBSCRIPTIONS	\$ 40	\$ -	\$ -
101-43121-430-44390	TAXES & LICENSES	\$ 32	\$ -	\$ 50
	OTHER SERVICES & CHARGES	\$ 40,049	\$ 27,350	\$ 31,250
101-43121-430-45400	MACHINERY & EQUIPMENT	\$ -	\$ -	\$ -
	CAPITAL OUTLAY	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 90,389	\$ 81,010	\$ 88,049

CITY OF LAUDERDALE
 STREET LIGHTING
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-43160-430-43810	ELECTRIC UTILITIES	\$ 7,162	\$ 7,000	\$ 7,000
101-43160-430-44040	VEHICLE/EQUIPMENT REPAIRS	\$ 675	\$ -	\$ -
	OTHER SERVICES & CHARGES	\$ 7,837	\$ 7,000	\$ 7,000
TOTAL EXPENDITURES		<u>\$ 7,837</u>	<u>\$ 7,000</u>	<u>\$ 7,000</u>

CITY OF LAUDERDALE
 PARKS & RECREATION
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-45200-450-41010	FULL TIME EMPLOYEES	\$ 45,901	\$ 46,278	\$ 50,053
101-45200-450-41020	OVERTIME	\$ 206	\$ -	\$ -
101-45200-450-41040	TEMPORARY EMPLOYEES	\$ 2,873	\$ 6,000	\$ 6,000
101-45200-450-41210	PERA	\$ 3,192	\$ 3,025	\$ 3,544
101-45200-450-41220	FICA	\$ 3,359	\$ 3,241	\$ 3,475
101-45200-450-41225	MEDICARE	\$ 755	\$ 758	\$ 813
101-45200-450-41250	DEFERRED COMPENSATION	\$ 4,933	\$ 4,754	\$ 6,517
101-45200-450-41310	HEALTH INSURANCE	\$ 2,841	\$ 3,066	\$ 2,173
101-45200-450-41320	DENTAL INSURANCE	\$ 57	\$ 176	\$ 175
101-45200-450-41330	LIFE INSURANCE	\$ 122	\$ 400	\$ 300
101-45200-450-41340	DISABILITY INSURANCE	\$ 81	\$ 154	\$ 150
101-45200-450-41420	UNEMPLOYMENT	\$ 302	\$ -	\$ -
101-45200-450-41510	WORKERS COMPENSATION INSURANCE	\$ 1,396	\$ 1,415	\$ 1,528
	PERSONNEL	\$ 66,017	\$ 69,267	\$ 74,728
101-45200-450-42030	PRINTED FORMS	\$ -	\$ -	\$ -
101-45200-450-42110	GENERAL SUPPLIES	\$ 1,320	\$ 450	\$ 500
101-45200-450-42115	MEETINGS	\$ 122	\$ -	\$ -
101-45200-450-42120	MOTOR FUELS	\$ -	\$ -	\$ -
101-45200-450-42160	CHEMICALS & CHEMICAL PRODUCTS	\$ -	\$ -	\$ -
101-45200-450-42210	VEHICLE/EQUIPMENT PARTS	\$ -	\$ 500	\$ 500
101-45200-450-42220	TIRES	\$ -	\$ -	\$ -
101-45200-450-42230	BUILDING REPAIR SUPPLIES	\$ 47	\$ 1,000	\$ -
101-45200-450-42410	MINOR EQUIPMENT & TOOLS	\$ 1,256	\$ -	\$ -
	SUPPLIES	\$ 2,744	\$ 1,950	\$ 1,000
101-45200-450-43090	EXPERT & PROFESSIONAL SERVICES	\$ -	\$ 700	\$ -
101-45200-450-43130	COMMUNITY EVENTS	\$ 2,214	\$ 3,000	\$ 3,000
101-45200-450-43140	TRAINING & EDUCATION	\$ -	\$ -	\$ -
101-45200-450-43210	TELEPHONE & TELEGRAPH	\$ 28	\$ 50	\$ -
101-45200-450-43310	TRAVEL EXPENSE	\$ -	\$ -	\$ -
101-45200-450-43610	INSURANCE & BONDS	\$ 714	\$ 800	\$ 800
101-45200-450-43810	ELECTRIC UTILITIES	\$ 332	\$ 500	\$ 400
101-45200-450-43820	WATER UTILITIES	\$ 517	\$ 260	\$ 600
101-45200-450-43830	GAS UTILITIES	\$ 440	\$ 700	\$ 500
101-45200-450-43840	REFUSE DISPOSAL	\$ -	\$ -	\$ -
101-45200-450-44010	BUILDING MAINTENANCE	\$ -	\$ -	\$ -
101-45200-450-44040	VEHICLE/EQUIPMENT MAINTENANCE	\$ -	\$ 1,000	\$ -
101-45200-450-44160	RENTS & LEASES (PORTABLE RESTROOM)	\$ 1,296	\$ 1,200	\$ 1,500
101-45200-450-44382	RECREATION PROGRAMS	\$ 1,805	\$ 1,700	\$ 1,900
	OTHER SERVICES & CHARGES	\$ 7,345	\$ 9,910	\$ 8,700
101-45200-450-45200	BUILDING & IMPROVEMENTS	\$ -	\$ -	\$ -
	CAPITAL OUTLAY	\$ -	\$ -	\$ -
TOTAL EXPENDITURES		\$ 76,106	\$ 81,127	\$ 84,428

CITY OF LAUDERDALE
 ECONOMIC DEVELOPMENT
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-46500-462-43090	CONSULTING FEES	\$ -	\$ 20,000	\$ 10,000
101-46500-462-44370	MISCELLANEOUS	\$ -	\$ -	\$ -
	OTHER SERVICES & CHARGES	\$ -	\$ 20,000	\$ 10,000
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ 20,000</u>	<u>\$ 10,000</u>

CITY OF LAUDERDALE
 MISCELLANEOUS UNALLOCATED EXPENDITURES
 2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-49200-410-48100	CONTINGENCY	\$ -	\$ 10,000	\$ 10,000
	OTHER SERVICES & CHARGES	\$ -	\$ 10,000	\$ 10,000
TOTAL EXPENDITURES		<u>\$ -</u>	<u>\$ 10,000</u>	<u>\$ 10,000</u>

CITY OF LAUDERDALE
OTHER FINANCING USES
2017

Account Number	Account Description	2016 Actual	2017 Adopted	2018 Proposed
101-49300-410-47200	TRANSFER OUT	\$ 87,655	\$ 38,000	\$ 38,000
	TRANSFERS	\$ 87,655	\$ 38,000	\$ 38,000
TOTAL EXPENDITURES		<u>\$ 87,655</u>	<u>\$ 38,000</u>	<u>\$ 38,000</u>

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date September 12, 2017

ITEM NUMBER 2018-20 Union Agreement

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached is the current union agreement and the union's proposal for the new agreement. Staff posted notice that the Council will discuss in closed session.

STAFF RECOMMENDATION:

City of Lauderdale Contract proposals

8/25/2017

Article 1: Recognition-No changes

Article 2: No Change

Article 3: Non Discrimination-No changes

Article 4: Union Security-no changes

Article 5: Meet and confer-no changes

Article 6: Seniority- no changes

Article 7: Discipline-No Change

Article 8: Grievance Procedure-no changes

Article 9: no strike/no lockout- No Change

Article 10: Work schedules: No Change

Article 11: Overtime and Comp Time-no changes

Article 12: Benefit Eligibility-no changes

Article 13: Holidays

Article 14: Vacation – A. Accumulation: Vacation for a regular full-time employees is accumulated as shown, based on the number of years of employment with the City:

0-5 years of service- 4 hours per pay period to a maximum of 13 days per year.

6-10 years of service- 5.54 hours per pay period to a maximum of 18 days per year

Article 15: Insurance

Increase to \$1050 per month beginning January 1st, 2018

Increase to \$1100 per month beginning January 1, 2019

Increase to \$1150 per month beginning January 1, 2020

AGREEMENT BETWEEN
THE CITY OF LAUDERDALE
AND
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES
COUNCIL 5

January 1, 2016 - December 31, 2017

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ARTICLE 1: RECOGNITION

- A. The employer recognizes the UNION as the representative of all workers who are defined as public employees by Minn. Stat. 179A, excluding supervisory and confidential employees.
- B. If the EMPLOYER establishes new job classes within the bargaining unit, both parties agree to negotiate on wages. All other terms and conditions of this AGREEMENT will apply.

ARTICLE 2: DEFINITIONS

The following words and phrases will have the meanings given here and will apply throughout this policy. All other words and phrases used in this policy will maintain their generally accepted common meanings.

- A. ANNIVERSARY DATE -the month and date of an employee's initial hiring or promotion.
- B. EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act does not apply. Generally, administrative, executive and professional employees are exempt employees.
- C. IMMEDIATE FAMILY -the employee's spouse and children and the following relatives of either the employee or the employee's spouse: mother, father, brother, sister, and grandparent.
- D. INDEPENDENT CONTRACTOR/CONSULTANT -persons or firms hired by the City who determine their own hours of operation or use their own resources in the performance of their duties. Independent contractors and consultants are not City employees.
- E. JUST CAUSE - the term shall mean any act of misconduct on the part of an employee, which will reasonably justify the imposition of discipline and further justifies the penalty imposed.
- F. NON-EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act applies.
- G. OVERTIME -time worked by non-exempt employees in excess of 8 hours per day or forty (40) hours per week.
- H. PART-TIME EMPLOYEE
- 1) REGULAR PART-TIME EMPLOYEE - an employee retained on a non-temporary basis who works less than forty (40) hours per week on a regular schedule throughout the year.
 - 2) NON-REGULAR PART-TIME EMPLOYEE - an employee retained on a temporary basis who works less than forty (40) hours per week on an irregular schedule throughout the year.

- I. REGULAR FULL-TIME EMPLOYEE - an employee retained on a non-temporary basis who works forty (40) hours or more per week on a regular schedule throughout the year.
- J. STEWARD - An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party; and representing bargaining unit members in the union grievance process.
- K. TEMPORARY OR SEASONAL EMPLOYEE - an employee retained to fill a full-time or part-time position which is of a provisional or seasonal nature.
- L. TERMINATION - a complete separation of an employee from City employment. Termination can be voluntary, through resignation or retirement, or involuntary, through discharge by the City.
- M. UNION - The American Federation of State, County and Municipal Employees, Council 5.

ARTICLE 3: NON-DISCRIMINATION

It is the City's policy to provide equal employment opportunity to all employees and applicants for employment in accordance with all applicable equal employment opportunity-affirmative action laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof.

ARTICLE 4: UNION SECURITY

- A. In recognition of the UNION as the exclusive representative:
 - A.1 The EMPLOYER shall deduct an amount sufficient to provide the payment of regular dues established by the UNION from the wages of all employees authorizing, in writing, such deduction on a form designated and furnished for such purpose by the UNION. The employer will deduct a "fair-share" fee according to Minn. Stat. 179A from the wages of those employees choosing not to join the union and provide the fair share fee to the union through an equivalent process. Only the duly certified exclusive representative shall be granted payroll deduction of dues and fair share fees for employees covered by this AGREEMENT.
 - A.2 The EMPLOYER shall remit such deductions monthly to the appropriate designated officer of the UNION with a list of the names of the employees from whose wages deductions were made.
 - A.3 The UNION shall certify to the EMPLOYER, in writing, the current amount of regular dues to be withheld and any fair share assessments authorized by law.

- A.4 Such dues deductions shall be canceled by the EMPLOYER upon written request by the employee, at which time a fair share fee will be deducted as authorized by law.
- A.5 The EMPLOYER shall, upon request of the UNION, make available to the UNION a report listing all employees included in the bargaining unit as identified by the article herein titled "Recognition." Such report shall contain the name, classification, pay rate, work unit and mailing address of record.
- B. The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders or judgments brought or issued against the EMPLOYER as a result of any action taken or not taken under the provisions of this article.
- C. The UNION may designate certain employees from the bargaining unit to act as stewards and shall, within thirty (30) days of the execution of this AGREEMENT and upon occurrence of any change thereafter, certify to the EMPLOYER a current list of business representatives, officers and stewards who are authorized by the UNION to investigate and present grievances to the EMPLOYER. The EMPLOYER agrees to recognize such representatives for the purpose of investigating and presenting grievances to the EMPLOYER subject to the following stipulations:
- C.1 Not more than one employee representative (steward or officer) will be authorized time off with pay to investigate or present any one grievance matter to the EMPLOYER. Nothing in this clause is intended to limit the number of UNION stewards who may request to use their own time (vacation, compensatory, or time without pay) to investigate and present grievances.
- C.2 Employee stewards and officers may leave their work stations with the concurrence of their designated supervisor(s), and they shall notify their designated supervisor(s) upon return to their work stations. Concurrence of the supervisor to leave a workstation for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.
- C.3 One employee representative (steward or officer) of the UNION shall receive paid time off to participate in contract negotiations and meet and confer meetings.

- C.4 The EMPLOYER shall make reasonable adjustments to the workloads of employee representatives of the UNION who receive paid time off for UNION related activities under the provisions of subsections A, B, and C, above.
- D. Non-employee business representatives of the UNION as previously designated to the EMPLOYER as provided herein may, with concurrence of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances.
- E. The UNION may use the EMPLOYERS facilities for UNION business with prior approval of the EMPLOYER.
- F. The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, UNION recreational and social affairs, arbitration awards, decisions of the Bureau of Mediation Services and the courts, and other items authorized by signature of union officers. All posted materials must be UNION publication or legibly signed by an authorized UNION officer.
- G. Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.
- H. The EMPLOYER shall allow officially designated union officers a 20-minute period within the new employee orientation period to brief new bargaining members on the union and to provide a copy of this AGREEMENT and any other official materials authorized by union officers.

ARTICLE 5: MEET AND CONFER

At least once each month or as often as mutually agreed upon, the parties will meet and confer to discuss non-negotiable items such as health and safety, work rules and procedures, and other items which are mutually agreed upon.

ARTICLE 6: SENIORITY

- A. Seniority is an employee's length of service for the EMPLOYER from the most recent date of employment, re-employment or reinstatement.

- A.1 Seniority is not interrupted during the period an employee is on approved leave, including leave for UNION business or layoff, if the employee returns to active work status having complied with all the terms and conditions of this AGREEMENT and the conditions the EMPLOYER established in approving the leave.
- A.2 An employee appointed to a permanent position in the same job class and department as he/she was employed as a temporary employee shall have seniority for purposes of layoff and recall from the employee's most recent date of hire as a temporary employee, provided such temporary and permanent appointments are contiguous and sequential.
- B. Seniority lists shall contain the names of bargaining unit employees by class arranged in order of most to least senior. Upon request of the UNION, the EMPLOYER shall establish a seniority list for all bargaining unit members.
- C. The City Council may layoff any employee whenever such action becomes necessary in the city council's judgment, including shortage of work funds, the abolition of a position, or changes in organization; provided, however, that fourteen (14) days written notice be given if practicable. No regular or probationary employee shall be laid off while there is a temporary employee serving in the same class of position or for which the regular or probationary employee is qualified, eligible and available. Any regular employee, upon receiving a lay-off notice, may request to be reduced to a lower paid position within the same department if the lower paid position is vacant and the employee held the position previously. The request to be reduced must be submitted in writing within seven (7) calendar days of receipt of the notification of lay-off. Except in those instances where senior employees are not qualified to perform remaining work duties, seniority shall determine the order of:
- C.1 Layoff, (which shall be in inverse order of seniority with the City).
- C.2 Recall from layoff, (which shall be in order of seniority with the city, provided that if an employee does not return to work upon recall, as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment). Notice of recall from layoff shall be made by certified mail to the employees last known address as shown by the employer's

records. The employee will have 14 days to respond to this recall notice before recall rights to the position are waived.

- D. The most senior employee with the minimum qualifications for an open position will receive first choice of whether or not to take that position.

ARTICLE 7: DISCIPLINE

- A. The EMPLOYER will discipline employees only for just cause. The employer will follow the principle of progressive discipline wherever practicable.
- B. Discipline, when administered, will be in one or more of the following forms and normally in the following order:
 - 1. Oral Reprimand
 - 2. Written Reprimand
 - 3. Suspension
 - 4. Discharge or disciplinary demotion.
- C. If the EMPLOYER has reason to reprimand any employee, it shall normally not be done in the presence of other employees or the public.
- D. Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of permanent employees may be appealed up to and through the arbitration step of the grievance procedure contained in this AGREEMENT. The employer will notify the union promptly of all such disciplinary actions.
- E. Investigations, which do not result in disciplinary actions, shall not be entered into the employee's personnel records. A written record of all disciplinary actions shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall normally state the corrective action expected of the employee.

E.1 An employee who is reprimanded in writing, suspended, demoted for disciplinary reasons, or discharged shall be furnished with a copy of notice of such disciplinary action.

E.2 Employees shall have access to information contained in their personnel records in accordance with the provisions of the Data Practices Act, as mentioned.

F. Employees will not be questioned concerning an administrative investigation of disciplinary action more serious than a written warning unless the employee has been given an opportunity to have a UNION representative present at such questioning. When mutually agreeable, the UNION shall have the right to take up a suspension, demotion, and/or discharge as a grievance at the second step of the grievance procedure, and the matter shall be handled in accordance with this procedure through the arbitration step if deemed necessary.

G. Disciplinary action shall be taken in a timely manner.

ARTICLE 8: GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement raised by an employee against the EMPLOYER involving the interpretation or application of the specific provisions of this AGREEMENT.

A. Step One: Oral report. The employee or union representative will discuss the grievance with his or her supervisor or the designated personnel representative within 10 working days of the incident or the time the employee learned of the incident. The supervisor shall give his/her oral or written answer within 10 working days after the employee or representative has presented the grievance.

B. Step Two: Hearing. If the grievance is not satisfactorily resolved in Step one and the UNION wishes to appeal the grievance to Step two of the grievance procedure, it shall be referred, in writing, to the City Administrator within 10 working days after the designated supervisor's answer. The grievance appeal shall be initiated by means of a written grievance which shall set forth the nature of the grievance, the facts on which it is based, the provisions of the AGREEMENT allegedly violated, and the relief requested. The City Administrator shall discuss the grievance with the employee and the UNION within 10 working days after the date presented at a time agreeable to the parties. The City Administrator and/or his/her designated representative shall give written answer to the employee and the UNION representative within 10 working days following their meeting, or two days subsequent to the next meeting of the City Council, whichever is greater.

C. Grievance time frames may be extended with the mutual consent of the parties. If a grievance is unresolved at Step two, the parties may agree to seek a mediated settlement through Minnesota Bureau of Mediation Services. Any fees and expenses for the Mediator's services and proceedings shall

be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate.

- D. **Step Three: ARBITRATION** -If the grievance is not settled in accordance with the foregoing procedure, the UNION and employee may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION'S receipt of the EMPLOYER'S written answer in Step two.

The parties shall mutually agree upon an arbitrator. If the parties are unable to agree on an arbitrator, the selection of an arbitrator shall be made in accordance with the "Rule Governing the Arbitration of Grievances" as established by the Public Employment Relations Board and administered by the State of Minnesota Bureau of Mediation Services.

The arbitrator shall hear the grievance at a scheduled meeting subject to the availability of the EMPLOYER and the UNION representatives. The arbitrator shall inform the employee, the UNION representative and the EMPLOYER of his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension thereof.

The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted, in writing, by the EMPLOYER and the employee/UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application

of the express terms of this AGREEMENT and on the facts of the grievance presented.

The parties may, by written agreement, agree to submit more than one grievance to the arbitrator provided that each grievance will be considered as a separate issue and each on its own merits. If a grievance is not presented within the time limits set forth above, it shall be considered waived. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYERS last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the employee and the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the EMPLOYER and UNION representatives involved in each step.

The grievant shall not suffer loss of regular pay. The presence of the grievant is necessary at a grievance presentation meeting with the EMPLOYER or an Arbitrator, except where such grievance presentation meeting or arbitration hearing occurs during the period the grievant has been removed from his/her job for disciplinary reasons.

ARTICLE 9: NO STRIKE-NO LOCKOUT

- A. In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action up to and including discharge.
- B. No lockout shall be instituted by the EMPLOYER during the life of this AGREEMENT provided Section A of this article is not violated by employees or the UNION.

ARTICLE 10: WORK SCHEDULES

The normal hours of work for all employees will be established by the City Administrator. Department heads and supervisory

employees are required to work all hours necessary to perform their duties.

- A. Part-time and Temporary Employees' Work Schedules. The City shall provide temporary, seasonal and non-regular part-time employees with an advance approximation of hours to be worked during the upcoming year at the time of hiring whenever possible. This approximation is not a guarantee of those hours but rather a guideline subject to change at the City's discretion.
- B. Rest Breaks. An employee is entitled to take one fifteen (15) minute rest break during each consecutive four (4) hour period of work with the permission of the employee's immediate supervisor. Rest breaks should be scheduled to avoid disrupting City business. An employee may take an unpaid 30 minute lunch break.
- C. Call Back. An employee called in for work at a time other than the employees' normal scheduled shift will be compensated for a minimum of two (2) hours pay. That compensation will be at straight time until total hours worked for the week exceeds 40 or in excess of eight (8) on any given day, at which time the employee will receive payment at the overtime rate.
- D. On Call/Standby. Employees required to remain on standby will be compensated for all hours worked, and will receive additional time at regular pay for each eight hours (8) hours on standby. Monday through Friday, employee will receive an additional one-half hour of regular pay for each eight (8) hours on standby. Saturday, Sunday, and Holidays, employees will receive 3.5 hours of regular pay for each day on standby. Employees who are on standby must be able to be within City limits as soon as possible and no later than 45 minutes when called, in normal circumstances. Standby duties may be contracted to an outside service provider at any time.
- E. Flex Time Scheduling. The City Administrator and local union may mutually agree to a flex time scheduling plan. Existing flex time scheduling plans remain in effect unless the local union or appointing authority notifies the other of its intent to terminate.

ARTICLE 11: OVERTIME AND COMPENSATORY TIME

- A. All non-exempt employees are eligible for overtime pay. Overtime will be paid at a rate of one and one half times the regular hourly rate of pay for hours worked in excess of 8 on any given day or each hour worked over forty (40) hours in a given work week. Overtime work must have prior approval by an employee's immediate supervisor or the designated personnel representative except in the case of emergencies.
- B. All paid leave time shall be considered time worked for the purpose of computing overtime.
- C. Compensatory time off may be available to non-exempt employees at the City's option as an alternative to overtime pay. If available, non-exempt employees are eligible for compensatory time off at the rate of one and one-half hour for each hour worked in excess of forty (40) hours per week. Compensatory time off must be used within two (2) weeks of the date or dates on which it is accrued unless permission is received from the City Administrator to use it on a later date. No compensatory time off is available unless the employee has received approval from his or her supervisor or the City Administrator before the work is performed.
- D. Exempt employees may flex their work schedule within the eighty (80) hour bi-weekly pay period provided they receive supervisory approval. When an exempt employee has an emergent, unanticipated work need and prefers to subsequently flex the time, he/she may work the necessary time without prior supervisory approval. Exempt employees may earn compensatory time on an hour for hour basis for hours worked in excess of eighty (80) in a bi-weekly pay cycle and such time must be used within one month of accrual. It is understood that the earning of compensatory time does not affect or change the employee's status with regard to the Federal Fair Labor Standards Act. Accumulated compensatory time for exempt employees will not be paid out under any circumstance.

ARTICLE 12: BENEFIT ELIGIBILITY

Only regular full-time and regular part-time employees are eligible for benefits. Non-regular part-time employees, temporary and seasonal employees, and independent contractors and consultants are not eligible for benefits provided by the City. Regular full-time employees are eligible for full benefits. Regular part-time employees are eligible for holiday, vacation and sick leave benefits in proportion to the hours they work per week:

Under 20 hours per week	Holidays & Sick leave at 1/4 benefits
20 to 30 hours per week	1/2 benefits
30 to 40 hours per week	3/4 benefits
40 or more hours per week	Full benefits

ARTICLE 13: HOLIDAYS

The following days are observed paid holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
The day following Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

- A. Whenever one of the above holidays falls on a Saturday, the preceding day will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following day will be observed as a holiday.
- B. Holiday pay will be for all employees covered by this Agreement. They will receive pay for the regular amount of scheduled hours. Any employee who works on a holiday will be paid at the rate of one and one-half their regular hourly rate of pay for all hours worked.
- C. Personal Holidays: Full-time employees shall also receive one (1) personal holiday per year. The date of such personal holiday shall be approved by the EMPLOYER. Personal holidays shall be taken during the calendar year earned.

ARTICLE 14: VACATION

Vacation may be used as earned after the probationary period has been satisfactorily completed. Vacation is computed based on the employee's anniversary date.

- A. Accumulation. Vacation for regular full-time employees is accumulated as shown, based on the number of years of employment with the City:

0 through 5 years of service - 3.08 hours per pay period to a maximum of 10 days per year.

6 through 10 years of service - 4.62 hours per pay period to a maximum of 15 days per year.

Employees with more than 10 years of service with the City will accrue an additional .31 hours per pay period for each year of service starting the eleventh (11) year up to twenty (20) years. The maximum accrual for those with more than ten (10) years of service is 320 hours or forty (40) days.

Current employees may carry over twice their annual vacation-earning rate. Any unused vacation time in excess of this amount will be forfeited unless other provisions are made by the city Administrator. Employees hired after the date of this agreement may carry over twice their annual rate of vacation up to 30 days or 240 hours. Regular full-time employees must use at least five (5) days of vacation time during each year of City employment. The word "day" implies a nominal eight-hour shift.

- B. Requests. Vacation time must be requested at least forty-eight (48) hours in advance. Vacation requests must be approved by the city administrator and may be denied in the event of an emergency or if taking a vacation at that time would impair the City's ability to carry out its business.
- C. Legal Holidays during Vacation. Whenever a legal holiday falls on a working day during an employee's vacation, that holiday will not be counted as a vacation day.
- D. Any employee leaving the City in good standing shall be compensated for vacation leave accrued and unused to the date of separation.

ARTICLE 15: INSURANCE

All regular full and part-time employees may be covered by a group health, dental, life, short-term disability and long-term disability insurance plan as approved, from time to time, by the City Council. A portion of the monthly premium costs of such insurance plan may be paid by the Municipality, such portion to be negotiated by the EMPLOYER and the UNION. The balance of the premium costs shall be paid by the employee. The Employer will also offer a deferred compensation plan.

The Employer will provide, as part of the group insurance plan, basic life insurance coverage equal to the annual salary of the employee, up to \$50,000 of annual salary and basic long-term disability insurance. Additional units of insurance may be purchased by the employee as permitted by the Insurance Carrier.

Effective January 1, 2016, the Employer will increase by thirty-five dollars (\$35.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of nine hundred thirty-five (\$935) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Effective January 1, 2017, the Employer will increase by fifty dollars (\$50.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of nine hundred eighty-five dollars (\$985) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Should the employee's insurance selections total less than the Employer's maximum contribution, the employee may contribute the unused compensation in a deferred compensation plan, health savings accounts, or health care savings plan.

The Employer reserves the right to modify health insurance provisions of this Agreement in the event the Employer is subject to a penalty, tax, fine, or increased cost as a result of the requirements of the Affordable Care Act.

DEFERRED COMPENSATION

Should an employee have their primary insurance provided by an outside entity, such as a spouse's employer, the employee may elect for contributions to a deferred compensation fund in an amount based on benefit eligibility. In order to qualify, the employee must provide proof of insurance. Each month, the Employer shall pay into full time employees' deferred compensation funds an amount equal to the cost provided for group insurance as described in Article 15. Part time employees' deferred compensation will be proportional to their benefit eligibility.

At no time can the cost to the Employer for group insurance plus deferred compensation exceed the maximum insurance contribution defined in Article 15.

ARTICLE 16: WAGES

Step System: Employees shall receive a one step increase at 6 months, and another step at the anniversary of their first year of employment. Employees will receive a one increment increase annually thereafter upon the anniversary of their hire up to the 5th step.

2016 Pay Increase: Employees shall receive a 3% pay increase effective January 1, 2016.

2017 Pay Increase: Employees shall receive a 3% pay increase effective January 1, 2017.

ARTICLE 17: AUTO-ALLOWANCE

Employees authorized to use their personal vehicles on City business will be reimbursed for vehicle expenses at rates set under federal guidelines.

When employees possess specialized equipment (snowplows, bobcats, etc.), the City cannot require employees to donate the use of that equipment, and must negotiate a rental fee that is acceptable to employees.

ARTICLE 18: UNIFORMS

The employer will provide appropriate uniforms, outer clothing and footwear required by OSHA to field workers (pants and shirts). The employer will provide two city logo shirts to non-field employees each year.

ARTICLE 19: SICK LEAVE

Sick leave may be used as earned upon appointment to City employment.

A. Accrual.

1. Sick leave will be accrued for all current, regular full-time employees at the rate of one (1) day per calendar month and may be accrued to a maximum of ninety (90) days.

2. Sick leave will accrue for employees hired after the adoption of this agreement at a rate of one (1) day per calendar month and may be accrued to a maximum of sixty (60) days.

B. Use of Sick Leave. Sick leave may be used only in the event of personal illness; legal quarantine; disability; emergencies such as death or serious illness in an employee's immediate family; or to care for a sick minor child. An employee must request sick leave from his or her immediate supervisor before the start of the employee's workday on each day-sick leave is used. An employee may be requested to file a physician's statement, signed by the physician and the employee, indicating the nature of his or her illness.

- C. Upon separation of employment from the Employer, for any reason other than discharge for just cause, the employee or their designated beneficiary shall be paid one-half (1/2) of all unused accumulated sick leave, provided that the employee has ten (10) years of continuous service with the employer at the time of separation.
- D. Employees may contribute up to four (4) days of sick leave annually to a health care savings plan after the probationary period has been satisfactorily completed.

ARTICLE 20: FUNERAL LEAVE

An employee receives three (3) days paid leave to attend to the funeral of a member of the employee's immediate family. Funeral leave must be taken on consecutive working days, one of which is the day of death or the day of the funeral. If extended time is necessary, such time may be granted by the City Administrator and will be taken as sick, vacation, unpaid or a combination thereof.

ARTICLE 21: LEAVE OF ABSENCE WITHOUT PAY

Upon request, a leave of absence without pay may be granted by the City Council for a period of up to ninety (90) days for regular full-time employees.

ARTICLE 22: COURT DUTY

Any regular full-time or regular part-time employee who is required to serve as a juror or as a witness in court regarding City business shall be granted leave with pay while serving in such capacity. Upon completion of jury duty, the employee shall reimburse the City for the amount of jury duty pay, less the amount received for traveling expenses.

ARTICLE 23: MILITARY LEAVE

All employees subject to Minnesota Statute Section 192.26 or 192.261 or U.S.C.A., Title 38, Section 2021 are entitled to the benefits and conditions listed therein.

ARTICLE 24: ELECTION DAYS

Any employee who is entitled to vote in any statewide general election or at any election to fill a vacancy in the office of representative in Congress, may absent himself/herself from his/her work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made

prior arrangements for the absence with the EMPLOYER. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

ARTICLE 25: SCOPE OF AGREEMENT

- A. This AGREEMENT shall represent the complete agreement between the UNION and EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.
- B. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 26: DURATION


- A. This contract shall become effective January 1, 2016 and shall continue in full force and effect up to and including December 31, 2017.
- B. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.
- C. Either party desiring to terminate or modify this contract must notify the other party in writing at least thirty (30) days prior to December 31, 2016 for wages and conditions of employment for calendar year 2017 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically.

D. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

ARTICLE 27: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Ramsey County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction an administrative ruling, or legislation or administrative regulation, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provisions.

UNION

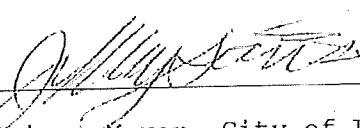
By:  Dated: 4-27-16

Chris Hanson, AFSCME Co. 5, Business Representative

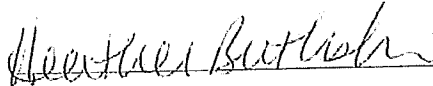
By:  Dated: 4-27-16

David Hinrichs, Public Works Coordinator, City of Lauderdale

CITY OF LAUDERDALE

By:  Dated: 4/28/16

Jeff Dains, Mayor, City of Lauderdale

By:  Dated: 4-26-16

Heather Butkowski, City Administrator, City of Lauderdale