

LAUDERDALE CITY COUNCIL MEETING AGENDA

7:00 P.M. TUESDAY, JANUARY 12, 2021

Due to the coronavirus, the city council is holding meetings by teleconference. The public may view the meeting on Lauderdale's public access channel 16 for cable subscribers or online at <https://www.ctvnorthsuburbs.org/your-city/lauderdale/>. The public may join the meeting using the login instructions at the end of the agenda.

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 TO ORDER THE LAUDERDALE CITY COUNCIL MEETING**
2. **SWEARING IN CEREMONY**
3. **ROLL CALL**
4. **APPROVALS**
 - a. Agenda
 - b. Minutes of the December 8, 2020 City Council Meeting
 - c. Claims Totaling \$391,957.35
5. **CONSENT**
 - a. Resolution No. 011221A - Designating Official Depository and Investment Institutions
 - b. Resolution No. 011221B - 2021 Fee Schedule
 - c. November Financial Report
 - d. 2021 City Council Meeting Schedule
6. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
7. **INFORMATIONAL PRESENTATIONS / REPORTS**
8. **PUBLIC HEARINGS**

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

- a. Ordinance No. 21-01 Amending Title 3, Chapter 6 of the Code of Ordinances Regarding Tobacco, Tobacco Products, Tobacco-Related Devices, Nicotine or Lobelia Delivery Products, and Electronic Delivery Devices and Resolution No. 011221C – Authorizing Publication of Ordinance No. 21-01 by Title and Summary
- b. Lot Coverage Variance Request for 1763 Malvern Street

9. DISCUSSION / ACTION ITEM

- a. Resolution No. 011221D – Awarding the Sale of Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A, in the Original General Aggregate Principal Amount of \$1,390,000; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment
- b. 1795 Eustis Street Salvage Agreement
- c. Committee Appointments and Assignments

10. ITEMS REMOVED FROM THE CONSENT AGENDA

11. ADDITIONAL ITEMS

12. SET AGENDA FOR NEXT MEETING

- a. Gasperre Pond Dredging Quote
- b. St. Paul Regional Water Treatment Plant Update by Brent Marsolek (February 9)
- c. City Administrator Performance Review

13. WORK SESSION

- a. Community Development Update
- b. 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.

14. CLOSED SESSION

- a. Union Proposal and Negotiations

15. ADJOURNMENT

Meeting Login Instructions:

You are invited to a Zoom webinar.

When: Jan 12, 2021 07:00 PM Central Time (US and Canada)

Topic: January 12, 2021 City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88589368213?pwd=Uzdic25uYmdvbTV0MmJhUFpPY3ZTUT09>

Passcode: 352808

Or iPhone one-tap :

US: +16465588656,,88589368213# or +13017158592,,88589368213#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 646 558 8656 or +1 301 715 8592 or +1 312 626 6799 or +1 669 900 9128 or +1 253 215 8782 or +1 346 248 7799 or 888 788 0099 (Toll Free) or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free) or 877 853 5247 (Toll Free)

Webinar ID: 885 8936 8213

International numbers available: <https://us02web.zoom.us/j/88589368213?pwd=Uzdic25uYmdvbTV0MmJhUFpPY3ZTUT09>



OATH OF OFFICE

State of Minnesota

SS:

County of Ramsey

I, Mary Gaasch, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of Mayor of the City of Lauderdale, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 7th day of January 2021.

Signature of Notary Public

Printed Name of Notary Public

Heather Butkowski



OATH OF OFFICE

State of Minnesota

SS:

County of Ramsey

I, Jeffrey Dains, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of City Council of the City of Lauderdale, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 5th day of January 2021.

Signature of Notary Public

Printed Name of Notary Public

Heather Butkowski



OATH OF OFFICE

State of Minnesota

SS:

County of Ramsey

I, Duane Pulford, do solemnly swear that I will support the Constitution of the United States, the Constitution of the State of Minnesota, and to discharge faithfully the duties of the office of City Council of the City of Lauderdale, Minnesota, to the best of my judgment and ability, so help me God.

Signature

Subscribed and sworn to before me this 4th day of January 2021.

Signature of Notary Public

Printed Name of Notary Public

Heather Butkowski

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

Page 1 of 5

December 8, 2020

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:00 p.m.

Roll Call

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

Councilor absent: None.

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

Approvals

Mayor Gaasch asked if there were any additions to the meeting agenda. Councilor Dains stated that he would like to add a staff appreciation item to the Additional Items section of the agenda. Administrator Butkowski added the Gasperre Pond memo to the Additional Items section of the agenda. There being nothing else, Councilor Dains moved and seconded by Councilor Moffatt to approve the agenda as amended. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any corrections to the minutes of the November 24, 2020 city council meeting. There being none, Councilor Moffatt moved and seconded by Councilor Grove to approve the minutes of the November 24, 2020 city council meeting. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Dains moved and seconded by Councilor Grove to approve the claims totaling \$20,742.04. Motion carried unanimously on a roll call vote.

Consent

Councilor Grove moved and seconded by Councilor Dains to approve the Consent Agenda thereby approving Resolution No. 120820A – Findings of Fact for 1847 Fulham Street Variance Denial, Northdale Construction's final pay request for the 2019 infrastructure improvement project, the 2021 SafeAssure contract, and year-end accounts payable authorization.

Special Order of Business/Recognitions/Proclamations

A. Resolution No. 120820B – Commendation for Council Member Kelly Dolphin

The City Council commended and thanked Councilor Dolphin for her dedication and years of public service to the City of Lauderdale. They also wished Councilor Dolphin success in her future endeavors.

Informational Presentations/Reports

A. Metro Transit Update Provided by Peter Lindstrom, Doug Cook, and Peter Grafstrom

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

Page 2 of 5

December 8, 2020

Peter Lindstrom, the City's Metropolitan Council (MC) representative, joined the meeting remotely. He updated the City Council on the process to determine next bus rapid transit lines. One route under consideration is Bus 3 serving Lauderdale. Lindstrom and his staff will provide information that staff can share with residents.

B. City Council Updates

Councilor Dolphin stated that NineNorth Cable Commission (previously CTV) received a settlement from Comcast and will be distributing funds to the affected cities proportionately.

Public Hearings

A. Resolution No. 120820C – Adopting the 2021 Final Property Tax Levy

The proposed 2021 General Fund budget, Special Revenue Fund budgets, and 2021-2030 Capital Improvement plans were presented to the Council. State law requires that the Council hold a public hearing prior to adoption of the budget and levy.

Mayor Gaasch opened the floor at 7:48 p.m. to anyone in attendance interested in addressing the Council on this topic.

Duane Pulford, 1757 Eustis Street, inquired on how the new senior living facility would affect property taxes. Staff responded that the property has always been tax exempt as a school, church, and city-owned property. Once it is sold for redevelopment, the property will generate some tax income from year one even if the City provides the developer TIF assistance.

There being no additional people interested in speaking, Mayor Gaasch closed the floor.

Councilor Moffatt made a motion to adopt Resolution No. 120820C—A Resolution Adopting the 2021 Final Property Tax Levy. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

B. Resolution No. 120820D – Adopting the 2021 Final Budget and Establishing Fund Appropriations

Councilor Moffatt made a motion to adopt Resolution No. 120820D—A Resolution Adopting the 2021 Final Budget and Establishing Fund Appropriations. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

C. Resolution No. 120820E – Establishing the 2021 Sanitary Sewer Rates, Storm Sewer Rates, and Recycling Rates

At the previous meeting, staff shared their proposed sanitary sewer, storm sewer, and recycling rates for 2021. Staff recommended not increasing the sanitary sewer and storm sewer rates. The recycling rates were proposed to increase to catch up to the cost of the new recycling contract.

Councilor Dolphin made a motion to adopt Resolution No. 120820E—A Resolution Establishing

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

Page 3 of 5

December 8, 2020

2021 Sanitary Sewer Rates, Storm Sewer Rates, and Recycling Rates. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

Discussion/Action Item

A. Real Estate Equities Application for a Senior Development at 1795 Eustis Street – Purchase and Development Agreement

The city attorney and planning consultant have been working on the draft purchase and development agreement. Based on recent conversations, the goal was to have something ready to discuss in January.

B. 2021 City Council Meeting Schedule

Historically, City Council meetings have started at 7:30 p.m. This was recently changed to 7:00 p.m. for the remainder of 2020. Staff asked the Council whether they planned to continue the 7:00 p.m. start times in 2021 so proper notice could be given for public hearings on January 12. The Council decided to retain the 7:00 p.m. start time for meetings in 2021. A schedule for adoption will be prepared for the first January meeting.

C. Resolution No. 120820F – A Resolution Providing for the Sale of \$1,390,000 Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A

Keith Dahl of Ehlers and Associates addressed the Council to present the process and terms of the upcoming bond sale to refinance the bonds for 1795 Eustis Street. To continue moving forward in the process, the Council needed to adopt Resolution No. 120820F.

Councilor Moffatt made a motion to adopt Resolution No. 120820F—A Resolution Providing for the Sale of \$1,390,000 Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A. This was seconded by Councilor Dolphin and carried by on a roll call vote with Council Members Dolphin, Grove, Moffatt, and Mayor Gaasch voting yea and Council Member Dains abstaining.

D. North East Metropolitan Area Municipal Internetworking Collaborative Joint Powers Agreement

In the 1990s, the cities of Mounds View and Lauderdale entered into agreements with the city of Roseville for the sharing of technology support. The idea took off and Roseville now has 35 full-service contracts with cities, watershed districts, and other independent municipal organizations.

This collaboration was the creation of Roseville employee Terre Heiser, who retired about a year ago. He advocated for the consortium of cities to organize into a joint powers organization (JPO) so it would be owned and managed by the whole instead of just the city of Roseville. With Terre's retirement, it put pressure on the group to get the JPO up and running.

The draft joint powers agreement was prepared by an attorney at Kennedy and Graven. Ron Batty did a quick review of it and approved. The transition to a JPO is important to maintain working relationships and move the organization forward.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

Page 4 of 5

December 8, 2020

Councilor Grove made a motion to adopt the Joint Powers Agreement for the Establishment of the North East Metropolitan Area Municipal Internetworking Collaborative, to be known as “Metro-Inet.” This was seconded by Councilor Dains and carried unanimously on a roll call vote.

E. Resolution No. 120820G – Minnesota Public Works Joint Powers Mutual Aid Agreement
The Minnesota Public Works Joint Powers Mutual Aid Agreement provides a formal process for units of government to share public works personnel, equipment, and resources with other agencies across the State. The agreement is not limited to emergency response or catastrophic situations; participants can utilize the resources for many reasons including routine circumstances such as training efforts, maintenance operations, joint projects and back-up support service. There is no cost to participants.

Councilor Grove made a motion to approve Resolution No. 120820G—A Resolution Authorizing the Public Works Mutual Aid Pact. This was seconded by Councilor Moffatt and carried unanimously on a roll call vote.

Additional Items

A. Appreciation Days for Employees

Councilor Dains voiced his appreciation for city staff for their work throughout the course of the year. In recognition, he proposed staff be granted two personal days to be used at the City Administrator’s discretion.

Council Dains moved and seconded by Councilor Moffatt to grant two personal days to staff to be used at the discretion of the City Administrator. Motion carried unanimously on a roll call vote.

B. Gasperre Pond Testing

Staff received the second quote for Gasperre Pond testing after the packets were printed. The city’s environmental engineer reviewed the materials and recommended the City hire American Engineering Testing, Inc. to complete the work at a cost of \$3,800.

Councilor Moffatt made a motion to enter into the agreement with American Engineering Testing, Inc. for Gasperre Pond sediment testing per the quote provided. This was seconded by Councilor Grove and carried unanimously on a roll call vote.

Set Agenda for Next Meeting

The January 12 council meeting may include sale of 2021A GOTIF refinance bonds, tobacco ordinance public hearing, November financial report, 2021 fee schedule, 2021 city council meeting schedule, designating official depository and investment institutions, committee appointments, city administrator performance review, union contract negotiations, and swearing in of council members.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

Page 5 of 5

December 8, 2020

Work Session

A. Community Development Update

Butkowski stated that email exchanges showed that Master Properties may be struggling to move forward with the redevelopment of the Luther Seminary site they have under contract to buy.

B. Opportunity for the Public to Address the City Council

Mayor Gaasch opened up the floor to anyone in attendance interested in addressing the Council.

There being no people interested in speaking, Mayor Gaasch closed the floor.

Adjournment

Councilor Dains moved and seconded by Councilor Dolphin to adjourn the meeting at 8:40 p.m. Motion carried unanimously on a roll call vote.

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

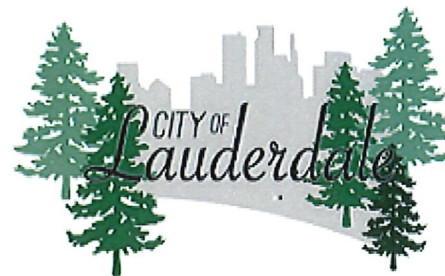
To: Mayor and City Council
From: City Administrator
Meeting Date: January 12, 2021
Subject: List of Claims

The claims totaling \$391,957.35 are provided for City Council review and approval that includes check numbers 27219 to 27272.

Accounts Payable

Checks by Date - Detail by Check Date

User: MILES.CLINE
Printed: 1/8/2021 3:12 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	12/11/2020	
		PR Batch 52500.12.2020 PERA Coordinated	PR Batch 52500.12.2020 PER	1,170.76
		PR Batch 52500.12.2020 PERA Coordinated	PR Batch 52500.12.2020 PER	1,014.66
Total for this ACH Check for Vendor 43:				2,185.42
ACH	44	Minnesota Department of Revenue	12/11/2020	
		PR Batch 52500.12.2020 State Income Tax	PR Batch 52500.12.2020 Stat	641.96
Total for this ACH Check for Vendor 44:				641.96
ACH	45	ICMA Retirement Corporation	12/11/2020	
		PR Batch 52500.12.2020 Deferred Comp	PR Batch 52500.12.2020 Defi	1,758.80
		PR Batch 52500.12.2020 Deferred Comp	PR Batch 52500.12.2020 Defi	1,080.57
Total for this ACH Check for Vendor 45:				2,839.37
ACH	46	Internal Revenue Service	12/11/2020	
		PR Batch 52500.12.2020 FICA Employer Portio	PR Batch 52500.12.2020 FIC	1,051.90
		PR Batch 52500.12.2020 Medicare Employer Po	PR Batch 52500.12.2020 Mec	246.00
		PR Batch 52500.12.2020 FICA Employee Portio	PR Batch 52500.12.2020 FIC	1,051.90
		PR Batch 52500.12.2020 Federal Income Tax	PR Batch 52500.12.2020 Fed	1,658.43
		PR Batch 52500.12.2020 Medicare Employee Pc	PR Batch 52500.12.2020 Mec	246.00
Total for this ACH Check for Vendor 46:				4,254.23
ACH	47	Public Employees Insurance Program	12/11/2020	
		PR Batch 52500.12.2020 Dental	PR Batch 52500.12.2020 Den	116.10
		PR Batch 52500.12.2020 Health Insurance	PR Batch 52500.12.2020 Hea	2,212.80
Total for this ACH Check for Vendor 47:				2,328.90
Total for 12/11/2020:				12,249.88
ACH	180	Minnesota State Retirement System	12/21/2020	
	HCSP2020	2020 HCSP Sick Leave Payout		764.80
	HCSP2020	2020 HCSP Sick Leave Payout		513.76
	HCSP2020	2020 HCSP Sick Leave Payout		227.97
	HCSP2020	2020 HCSP Sick Leave Payout		2,096.70
	HCSP2020	2020 HCSP Sick Leave Payout		271.06
	HCSP2020	2020 HCSP Sick Leave Payout		182.93
	HCSP2020	2020 HCSP Sick Leave Payout		715.20
	HCSP2020	2020 HCSP Sick Leave Payout		105.50
	HCSP2020	2020 HCSP Sick Leave Payout		625.36
	HCSP2020	2020 HCSP Sick Leave Payout		398.80
Total for this ACH Check for Vendor 180:				5,902.08
27219	65	Allstream Inc.	12/21/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	17233606	Fax Line		52.90
			Total for Check Number 27219:	52.90
27220	184	Cintas	12/21/2020	
	4069399529	December Uniforms		11.03
	4070054925	December Uniforms		11.03
	4070590579	December Uniforms		11.03
			Total for Check Number 27220:	33.09
27221	36	City of Roseville	12/21/2020	
	0229635	December IT Services		1,488.00
			Total for Check Number 27221:	1,488.00
27222	29	City of St Anthony	12/21/2020	
	4018	December Police Services		62,255.92
			Total for Check Number 27222:	62,255.92
27223	2	City of St Paul	12/21/2020	
	IN43733	2020 Fire Protection Services		34,375.00
			Total for Check Number 27223:	34,375.00
27224	133	Miles Cline	12/21/2020	
	122020	Mileage Reimbursement		93.41
			Total for Check Number 27224:	93.41
27225	192	Comcast Holdings Corporation	12/21/2020	
	113075071	December Internet		413.00
			Total for Check Number 27225:	413.00
27226	25	County of Ramsey	12/21/2020	
	EMCOM-008915	November Fleet Support		6.24
	EMCOM-008930	November CAD Services		205.40
	EMCOM-008946	November 911 Dispatch Services		1,060.57
	PRRRV-001464	Admin Charges - 2020 Recycling		333.00
	PRRRV-001470	2020 Special Assessment Billing		217.50
			Total for Check Number 27226:	1,822.71
27227	19	Ehlers and Associates Inc	12/21/2020	
	85642	1795 Eustis Project		2,065.00
			Total for Check Number 27227:	2,065.00
27228	134	Katrina Joseph	12/21/2020	
	00107	November Legal Services		925.00
			Total for Check Number 27228:	925.00
27229	31	Kennedy & Graven Chartered	12/21/2020	
	158437	General Legal Advice		1,170.00
			Total for Check Number 27229:	1,170.00
27230	185	Lauderdale Certified Auto Repair Inc	12/21/2020	
	122020	November Fuel		25.73
	122020	November Fuel		120.07

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	122020	November Fuel		25.73
			Total for Check Number 27230:	171.53
27231	23 INV1718737	Metro Sales Inc Quarterly Copy Charges	12/21/2020	146.78
			Total for Check Number 27231:	146.78
27232	291 2020-11	Molly M Krakowski Davis-Bacon Consulting Services	12/21/2020	260.00
			Total for Check Number 27232:	260.00
27233	12 2020-236 2020-236 2020-236	North Suburban Access Corporation November Webstreaming & Archiving November Virtual Meeting Charges November Virtual Meeting Production	12/21/2020	278.83 225.00 519.00
			Total for Check Number 27233:	1,022.83
27234	241 122020	Northdale Construction Co Inc 2019 Improvement Project PR#10/Final	12/21/2020	10,443.20
			Total for Check Number 27234:	10,443.20
27235	37 I017613	Park Service Inc Truck Repairs	12/21/2020	129.19
			Total for Check Number 27235:	129.19
27236	5 619861-11-20	Premium Waters Inc November Water Bottles	12/21/2020	20.49
			Total for Check Number 27236:	20.49
27237	102 B12709887	SHI International Corp Laptop - DP	12/21/2020	1,163.00
			Total for Check Number 27237:	1,163.00
27238	135 1120572525	St Paul Pioneer Press Alley Vacation Notice	12/21/2020	16.34
			Total for Check Number 27238:	16.34
27239	26 1736520 1736521	Stantec Consulting Services Inc Gen Eng Services 2019 Street Improvements	12/21/2020	709.75 1,120.22
			Total for Check Number 27239:	1,829.97
27240	162 996	Swanson Haskamp Consulting, LLC 1795 Eustis Project - November	12/21/2020	3,774.00
			Total for Check Number 27240:	3,774.00
27241	40 C002523	Truck Utilities Inc Plow Supplies	12/21/2020	18.00
			Total for Check Number 27241:	18.00
27242	77	United States Postal Service	12/21/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	Postage	Newsletter Postage and Pre-Sort Fee		1,800.00
			Total for Check Number 27242:	1,800.00
27243	90	Verizon Wireless	12/21/2020	
	9868151879	November Cell Phone		33.17
	9868151879	November Cell Phone		16.58
	9868151879	November Cell Phone		16.59
			Total for Check Number 27243:	66.34
27244	7	Waste Management Inc	12/21/2020	
	8722561-0500-0	December Public Works		444.46
			Total for Check Number 27244:	444.46
27245	74	Xcel Energy	12/21/2020	
	710451196	Larpenteur Bridge Lights		37.81
	710503259	2430 Larpenteur Avenue W		18.68
	710842143	Larpenteur Avenue		51.78
	710977665	November Street Lighting		410.24
	711370125	1917 Walnut Street		37.02
	711370125	1917 Walnut Street		60.68
	711370125	1885 Fulham Street		28.50
	711370125	1885 Fulham Street		37.08
			Total for Check Number 27245:	681.79
			Total for 12/21/2020:	132,584.03
ACH	34	AFSCME MN Council 5	12/25/2020	
		PR Batch 52501.12.2020 Union Dues	PR Batch 52501.12.2020 Union	210.24
			Total for this ACH Check for Vendor 34:	210.24
ACH	43	Public Employees Retirement Association	12/25/2020	
		PR Batch 52501.12.2020 PERA Coordinated	PR Batch 52501.12.2020 PER	1,026.24
		PR Batch 52501.12.2020 PERA Coordinated	PR Batch 52501.12.2020 PER	1,184.11
			Total for this ACH Check for Vendor 43:	2,210.35
ACH	44	Minnesota Department of Revenue	12/25/2020	
		PR Batch 52501.12.2020 State Income Tax	PR Batch 52501.12.2020 State	653.28
			Total for this ACH Check for Vendor 44:	653.28
ACH	45	ICMA Retirement Corporation	12/25/2020	
		PR Batch 52501.12.2020 Deferred Comp	PR Batch 52501.12.2020 Defe	1,758.80
		PR Batch 52501.12.2020 Deferred Comp	PR Batch 52501.12.2020 Defe	1,951.91
			Total for this ACH Check for Vendor 45:	3,710.71
ACH	46	Internal Revenue Service	12/25/2020	
		PR Batch 52501.12.2020 Medicare Employer Po	PR Batch 52501.12.2020 Mec	281.20
		PR Batch 52501.12.2020 FICA Employer Portio	PR Batch 52501.12.2020 FIC	1,202.22
		PR Batch 52501.12.2020 Federal Income Tax	PR Batch 52501.12.2020 Fed	2,328.42
		PR Batch 52501.12.2020 FICA Employee Portio	PR Batch 52501.12.2020 FIC	1,202.22
		PR Batch 52501.12.2020 Medicare Employee Pc	PR Batch 52501.12.2020 Mec	281.20
			Total for this ACH Check for Vendor 46:	5,295.26

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for 12/25/2020:				12,079.84
27246	15 66169	Be There Pest Control LLC 4Q20 Pest Control	12/31/2020	100.00
Total for Check Number 27246:				100.00
27247	184 4071348653 4071348653	Cintas December Uniforms December Uniforms	12/31/2020	5.51 5.52
Total for Check Number 27247:				11.03
27248	25 RISK-002083	County of Ramsey PR Batch 52501.12.2020 Life Insurance PR Batch 52501.12.2020 Long Term Disability PR Batch 52501.12.2020 Short Term Disability 12/20 Insurance Processing Fee	12/31/2020 PR Batch 52501.12.2020 Life PR Batch 52501.12.2020 Lon PR Batch 52501.12.2020 Sho	295.06 94.47 64.67 25.00
Total for Check Number 27248:				479.20
27249	8 2020	Duane Grace 2020 Commercial Plan Reviews	12/31/2020	3,844.93
Total for Check Number 27249:				3,844.93
27250	3 431999564	US National Equipment Finance Inc Copier Lease	12/31/2020	176.00
Total for Check Number 27250:				176.00
Total for 12/31/2020:				4,611.16
ACH	43	Public Employees Retirement Association PR Batch 50100.01.2021 PERA Coordinated PR Batch 50100.01.2021 PERA Coordinated	01/08/2021 PR Batch 50100.01.2021 PER PR Batch 50100.01.2021 PER	1,054.18 1,216.35
Total for this ACH Check for Vendor 43:				2,270.53
ACH	44	Minnesota Department of Revenue PR Batch 50100.01.2021 State Income Tax	01/08/2021 PR Batch 50100.01.2021 Stat	693.98
Total for this ACH Check for Vendor 44:				693.98
ACH	45	ICMA Retirement Corporation PR Batch 50100.01.2021 Deferred Comp PR Batch 50100.01.2021 Deferred Comp	01/08/2021 PR Batch 50100.01.2021 Def PR Batch 50100.01.2021 Def	1,080.57 1,758.80
Total for this ACH Check for Vendor 45:				2,839.37
ACH	46	Internal Revenue Service PR Batch 50100.01.2021 Medicare Employee Pc PR Batch 50100.01.2021 Medicare Employer Po PR Batch 50100.01.2021 FICA Employee Portio PR Batch 50100.01.2021 Federal Income Tax PR Batch 50100.01.2021 FICA Employer Portio	01/08/2021 PR Batch 50100.01.2021 Mec PR Batch 50100.01.2021 Mec PR Batch 50100.01.2021 FIC PR Batch 50100.01.2021 Fed PR Batch 50100.01.2021 FIC	262.46 262.46 1,122.25 1,817.13 1,122.25
Total for this ACH Check for Vendor 46:				4,586.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	47	Public Employees Insurance Program	01/08/2021	
		PR Batch 50100.01.2021 Dental	PR Batch 50100.01.2021 Den	120.48
		PR Batch 50100.01.2021 Health Insurance	PR Batch 50100.01.2021 Hea	2,429.66
Total for this ACH Check for Vendor 47:				2,550.14
Total for 1/8/2021:				12,940.57
27251	13 8400	8th Day Landscaping LLC December 2020 Snow Removal	01/12/2021	645.00
Total for Check Number 27251:				645.00
27252	17 INV204849	Avenet LLC Gov Office Web Hosting	01/12/2021	780.00
Total for Check Number 27252:				780.00
27253	233 60668 60668 61728	Bond Trust Services Corporation 2019A Bond Payment 2019A Bond Payment 2019A Bond Paying Agent Fee	01/12/2021	10,875.00 100,000.00 575.00
Total for Check Number 27253:				111,450.00
27254	184 4071972744 4071972744	Cintas January Uniforms January Uniforms	01/12/2021	5.52 5.51
Total for Check Number 27254:				11.03
27255	36 0229721 0229774	City of Roseville Comcast ENS Cost Recovery January IT Support	01/12/2021	4,139.97 1,633.15
Total for Check Number 27255:				5,773.12
27256	29 4029	City of St Anthony January Police Services	01/12/2021	64,434.87
Total for Check Number 27256:				64,434.87
27257	25 EMCOM-009016 EMCOM-009016 EMCOM-009016 PRRRV-001490 PRRRV-001507	County of Ramsey December CAD Services December 911 Dispatch Services December Fleet Support TIF Admin Costs Truth in Taxation Notice	01/12/2021	205.40 1,060.57 6.24 529.51 164.63
Total for Check Number 27257:				1,966.35
27258	61 0120531	Gopher State One Call December 2020 Locates	01/12/2021	8.10
Total for Check Number 27258:				8.10
27259	30 331758 333031	League of Minnesota Cities Conference - DP Conference - AM	01/12/2021	175.00 95.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 27259:				270.00
27260	114 749	Metro Cities 2021 Membership Dues	01/12/2021	1,121.00
Total for Check Number 27260:				1,121.00
27261	24 0001117784 0001118261	Metropolitan Council 01/21 Wastewater Treatment 02/21 Wastewater Treatment	01/12/2021	12,566.47 12,566.47
Total for Check Number 27261:				25,132.94
27262	140 012021	Minnesota Department of Agriculture MN Grown Labeling License	01/12/2021	60.00
Total for Check Number 27262:				60.00
27263	79 DEC1230252020	Minnesota Department of Labor & Industry 4Q2020 Surcharge Report	01/12/2021	190.50
Total for Check Number 27263:				190.50
27264	291 2020-12	Molly M Krakowski Davis-Bacon Consulting Services	01/12/2021	390.00
Total for Check Number 27264:				390.00
27265	84 012021 012021	North Star Bank Cardmember Services Pioneer Press - Subscription Target - KD Picture Frame	01/12/2021	10.00 7.52
Total for Check Number 27265:				17.52
27266	75 012021 012021 012021 012021	Petty Cash Cub Foods - Election Food Target - Batteries USPS - Certified Letter Menards - Garage Roof Repair	01/12/2021	17.47 17.27 13.90 28.96
Total for Check Number 27266:				77.60
27267	231 2879 2879 2879 2879 2879	SafeAssure Consultants Inc Safety Training Annual Contract Safety Training Annual Contract Safety Training Annual Contract Safety Training Annual Contract Safety Training Annual Contract	01/12/2021	122.25 244.49 244.49 366.74 244.50
Total for Check Number 27267:				1,222.47
27268	4 19265 19265	The Neighborhood Recycling Company Inc December Multi-Family Recycling December Single Unit Dwelling	01/12/2021	397.44 2,862.72
Total for Check Number 27268:				3,260.16
27269	77 012021 012021	United States Postal Service USPS - 2 Rolls of Stamps USPS - 3 Rolls of Stamps	01/12/2021	110.00 165.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 27269:				275.00
27270	90	Verizon Wireless	01/12/2021	
	9870272976	December Cell Phone		16.92
	9870272976	December Cell Phone		33.84
	9870272976	December Cell Phone		16.92
Total for Check Number 27270:				67.68
27271	7	Waste Management Inc	01/12/2021	
	8738021-0500-7	January Public Works		281.00
Total for Check Number 27271:				281.00
27272	74	Xcel Energy	01/12/2021	
	714364639	Larpenteur Bridge Lights		39.01
	714380992	2430 Larpenteur Avenue W		18.52
Total for Check Number 27272:				57.53
Total for 1/12/2021:				217,491.87
Report Total (70 checks):				391,957.35

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 12, 2021

ITEM NUMBER Designating Official Depository and Investment Institutions/Brokers for 2021

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, the City designates the official depository and investment institutions/brokers.

North Star Bank is recommended to continue as the official depository.

Investment institutions/brokers includes Northland Securities, RBC Capital Markets, LLC and the 4M Fund/PFA Financial Network, Inc.

OPTIONS:

1. To approve Resolution No. 011221A.
2. To remove the item from the consent agenda for further consideration.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution No. 011221A Designating Official Depository and Investment Institutions.

RESOLUTION NO. 011221A

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

**RESOLUTION DESIGNATING
OFFICIAL DEPOSITORY & INVESTMENT INSTITUTIONS**

BE IT HEREBY RESOLVED, that North Star Bank is designated as a depository for the funds of the City of Lauderdale.

BE IT FURTHER RESOLVED, that before any deposits are made that exceed the amount that is guaranteed by the Federal Deposit Insurance Corporation (FDIC), the depository must supply to the city a corporate surety bond in the amount of at least ten percent more than the amount on the deposit plus accrued interest at the close of the business day. The bond is subject to the approval of the city council.

BE IT FURTHER RESOLVED, that in lieu of the above bond, the depository may furnish collateral in the manner and to the extent permitted by law. All such collateral must be approved by the council and accompanied by a written assignment providing that, upon default, the financial institution shall release to the city on demand, free exchange or any other charges, the collateral pledged.

BE IT FURTHER RESOLVED, all collateral must be placed in safekeeping in a restricted account at either a Federal Reserve Bank or in an account at a trust department of a commercial bank or other financial institution that is not owned or controlled by the financial institution that is furnishing the collateral. In case of default upon the part of the depository, the council of the city shall have full power and authority to sell such collateral or as much as may be necessary to realize the full amount due the city over such federal guarantee.

BE IT FURTHER RESOLVED, Northland Securities, RBC Capital Markets, LLC, and the 4M Fund/PFA Financial Network, Inc. are the city's investment institutions and brokers for 2021.

Adopted this 12th day of January 2021.

Mary Gaasch, Mayor

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution X
Work Session

Meeting Date: January 12, 2021

ITEM NUMBER 2021 Fee Schedule Res.

STAFF INITIAL MC

APPROVED BY ADMINISTRATOR

DESCRIPTION :

At the end of each calendar year, staff reviews the fee schedule in anticipation of the year ahead. Staff does not have any suggested fee schedule changes to make from 2020 to 2021.

OPTIONS:

1. Adopt Resolution 011221B - A Resolution Establishing Administrative Fees for 2021.
2. Do not approve or amend the fee schedule (and provide staff direction).

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution 011221B - A Resolution Establishing License and Permit Fees, and Administrative Fees and Fines for 2021 as presented.

RESOLUTION NO. 011221B

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

**A RESOLUTION ESTABLISHING LICENSE AND PERMIT FEES
AND ADMINISTRATIVE FEES AND FINES**

WHEREAS, Minnesota Law and the Ordinances of the City of Lauderdale allow the City to collect fees for processing applications and licenses for certain activities within the City of Lauderdale. City staff studied the fees allowed under state and local law and compared them to the actual costs that the City has historically incurred for processing applications and licenses in the City; and

WHEREAS, the City may also charge for administrative activities and fines. Reasonable charges were included in the 2021 Fee Schedule; and

WHEREAS, The Fee Schedule attached and incorporated herein also includes appendices A and B relating to construction permit fees and administrative fines.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Lauderdale, Minnesota, hereby adopts the 2021 Fee Schedule as attached.

Adopted by the City Council of the City of Lauderdale this 12th day of January, 2021.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski
City Administrator

EXHIBIT A

ADMINISTRATIVE FEE

Each Occurrence	\$25.00
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ANIMALS

Domestic Animal License	\$10.00
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Duplicate License	\$3.00
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Non-Domestic Animal License	\$10.00
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BINGO OR RAFFLE

\$100.00

BUILDING PERMITS

Valuation

\$1.00 - \$500.00	\$23.00
\$501.00 to \$600.00	\$26.55
\$601.00 to \$700.00	\$29.60
\$701.00 to \$800.00	\$32.65
\$801.00 to \$900.00	\$35.70
\$901.00 to \$1,000.00	\$38.75
\$1,001.00 to \$1,100.00	\$41.80
\$1,101.00 to \$1,200.00	\$44.85
\$1,201.00 to \$1,300.00	\$47.90
\$1,301.00 to \$1,400.00	\$50.95
\$1,401.00 to \$1,500.00	\$54.00
\$1,501.00 to \$1,600.00	\$57.05
\$1,601.00 to \$1,700.00	\$60.10
\$1,701.00 to \$1,800.00	\$63.15
\$1,801.00 to \$1,900.00	\$66.20
\$1,901.00 to \$2,000.00	\$69.25
\$2,001.00 to \$3,000.00	\$83.25
\$3,001.00 to \$4,000.00	\$97.25
\$4,001.00 to \$5,000.00	\$111.25
\$5,001.00 to \$6,000.00	\$125.25
\$6,001.00 to \$7,000.00	\$139.25
\$7,001.00 to \$8,000.00	\$153.25
\$8,001.00 to \$9,000.00	\$167.25
\$9,001.00 to \$10,000.00	\$181.25
\$10,001.00 to \$11,000.00	\$195.25
\$11,001.00 to \$12,000.00	\$209.25
\$12,001.00 to \$13,000.00	\$223.25
\$13,001.00 to \$14,000.00	\$237.25
\$14,001.00 to \$15,000.00	\$251.25
\$15,001.00 to \$16,000.00	\$265.25
\$16,001.00 to \$17,000.00	\$279.25
\$17,001.00 to \$18,000.00	\$293.25
\$18,001.00 to \$19,000.00	\$307.25
\$19,001.00 to \$20,000.00	\$321.25
\$20,001.00 to \$21,000.00	\$335.25
\$21,001.00 to \$22,000.00	\$349.25
\$22,001.00 to \$23,000.00	\$363.25
\$23,001.00 to \$24,000.00	\$377.25
\$24,001.00 to \$25,000.00	\$391.25
\$25,001.00 to \$26,000.00	\$401.35
\$26,001.00 to \$27,000.00	\$411.45
\$27,001.00 to \$28,000.00	\$421.55
\$28,001.00 to \$29,000.00	\$431.65
\$29,001.00 to \$30,000.00	\$441.75

\$30,001.00 to \$50,000.00	\$441.75 for the first \$30,000.00 plus \$10.10 for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00
BUILDING PERMITS - Continued	
\$50,001.00 to \$100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00
\$100,001.00 to \$500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00
\$500,001.00 to \$1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00
\$1,000,001.00 and up	\$5,608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00 or fraction thereof
Plan Review Fee	65% of the permit fee
Consultation Per Hour	\$50.00
Surcharge Fee	
Fixed-fee permit surcharges - The surcharge is equivalent to 5/ten thousandths (0.0005) of the fee or \$1.00, whichever is greater.	
Valuation Based surcharges - <i>Construction Value Range</i>	<i>Surcharge Computation</i>
\$1,000,000 or less	.0005 X Valuation
\$1,000,001 to \$2,000,000	\$500 + .0004 X (Valuation - \$1,000,000)
\$2,000,001 to \$3,000,000	\$900 + .0003 X (Valuation - \$2,000,000)
\$3,000,001 to \$4,000,000	\$1200 + .0002 X (Valuation - \$3,000,000)
\$4,000,001 to \$5,000,000	\$1400 + .0001 X (Valuation - \$4,000,000)
\$5,000,001 or more	\$1500 + .00005 X (Valuation - \$5,000,000)
Investigation Fee	Same as permit fee
Other Inspections Inspection Outside Normal Business Hours	\$60.00/hour with 2 hour minimum
BUSINESS ASSISTANCE	Escrow with minimum of \$10,000.00
CANDIDATE FILING FEE	\$2.00
CERTIFIED COPIES	\$1.00/page plus sales tax
CIGARETTES/TOBACCO LICENSE	\$200.00/year
CITY COUNCIL Requested Special Meeting	\$250.00
CITY PROPERTY RENTAL	
Banquet Table Rent	\$4.00/table
Banquet Table Deposit	\$100.00/table

Metal Detector Rent	\$5.00/day
Metal Detector Deposit	\$100.00
Metal Folding Chair Rent	\$0.75/chair
Metal Folding Chair Deposit	\$20.00/chair
COMMUNITY ROOM RENTAL	
Resident Use Only	\$50.00/5 hour block
Deposit - Key	\$100.00
Deposit - Damage	\$100.00
Excess Trash Fee	\$10.00/bag
Cancellation Fee (5 business days prior to reservation)	\$20.00
Cancellation Fee (less than 5 business days prior to reservation)	Reservation fee
COUNCIL MEETING DVD	\$50.00 plus sales tax
CREDIT CARD PROCESSING FEE	\$2.50 for transactions of \$0-250 \$5.00 for transactions of \$251-500 \$10.00 for transactions of \$501-1,000 \$15.00 for transactions of \$1,001-1500 \$20.00 for transactions of \$1,501-2000 3% charge for transactions over \$2,001 *Excludes City Merchandise and Donations
FACSIMILE	\$0.50/page
FIRE	
False Alarms	
Per Ordinance	Cost plus administrative fee
Fire Call	
Charge Back	Cost of Fire Services plus administrative fee
Fire Inspection	
Annual or Additional	\$35.00/hour
LIQUOR, 3.2 Percent	
Off-Sale	\$150.00
On-Sale	\$300.00
Temporary	\$50.00
MECHANICAL CONTRACTOR LICENSE	\$50.00/year
MECHANICAL PERMITS	
Permit	\$40.00
Each Supplemental Permit	\$4.50
Minnesota Surcharge	\$1.00
Uniform Mechanical Code - Each Unit Fee Schedule	Exhibit B
Other Inspections	
Inspections Outside Normal Business Hours	\$75.00/hour with 2 hour minimum
Investigative Fee (no permit)	Same as permit fee

MERCHANDISE SALES

History Book	\$25.00	(\$23.28 + \$1.72 sales tax)
Mugs	\$5.00	(\$4.66 + \$.34 sales tax)
T-shirts	\$7.00	
Long-sleeve t-shirt	\$12.00	
Sweatshirts	\$17.00	

MILEAGE REIMBURSEMENT

Per IRS

NON-SUFFICIENT FUNDS CHECK

\$30.00

NUISANCE VIOLATIONS

Weed/Grass Mowing	Actual Costs + Admin Fee
Refuse	Actual Costs + Admin Fee
Junk Vehicles	Actual Costs of Towing & Disposal + Admin Fee
Nuisance Violation Appeal	\$200.00

PARKING

Disabled Parking Zone Sign	\$25.00/year
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PARK RESERVATION RENTALS

Resident	No Fee
Non-resident	\$25.00 plus sales tax/4 hour block
Non-resident Damage Deposit	\$50.00

PHOTOCOPY

\$.25/page

PLUMBING

Surcharge	\$1.00
Investigative Fee	Same as permit fee
Permit	\$40.00
Each Fixture	\$8.00
Inspections Outside Normal Business Hours	\$75.00/hour with 2 hour minimum

RECYCLING CARTS

\$75.00

REFUSE HAULERS

Annual	\$75.00/truck
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RENTAL HOUSING

Bi-Annual License & Inspection	
Single Unit	\$100.00
Additional Units	\$2.50/unit

Re-inspection fees	
First	\$0.00
Additional	\$40.00

Administrative Penalty	
Late Application	\$25.00/day
License Violations	Up to \$1,000.00/day

SALES TAX

Sale of goods	7.375%
City Purchases	6.875%

SANITARY SEWER AND WATER DEVELOPMENT

Sewer Availability Charge	Per Metro. Council
Water Availability Charge	Per St. Paul Water

SPECIAL ASSESSMENTS, Interest Rate

Delinquent Utility Bills, Accounts Receivable	8% or \$25.00, whichever is greater
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STREET

Excavation Permit	\$100.00 plus bond
Obstruction	\$100.00

TREE CONTRACTOR LICENSE

\$50.00/year

VACATIONS (Streets, Alleys, etc.)

\$500.00 plus \$700 escrow *

ZONING APPLICATIONS

Conditional Use Permit	\$200.00
Home Occupation	\$100.00
Lot Consolidation / Division	\$100.00
Planned Unit Development	\$500 plus \$3,000 escrow *
Sign Permit	\$200.00
Subdivision	\$500.00 plus \$1,500 escrow *
Variance from Zoning Ordinance	\$150.00
Zoning Amendment	\$500.00 plus \$1,500 escrow *

Document Recording Fee	Recording cost plus Administrative fee
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ZONING PERMIT

Driveway or Parking Pad	\$50.00
Fence	\$50.00
Retaining Wall	\$50.00
Sidewalk	\$50.00

* Applicants will be responsible for submitting the escrow payment in addition to assuming all city accrued costs on the application review.

NOTE: A private party or public institution (hereinafter applicant) making a request of the city must cover the cost of the request including consultants' costs. Prior to having the request considered by the city, the applicant must deposit an escrow fee in an amount that is estimated to cover the city consultant's costs as determined by the city administrator. If the city consultant's costs exceed the escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The city shall use the applicant's fees to cover the city's actual consultants' costs, publishing costs, and recording costs in reviewing the request regardless of the city's action on the applicant's request. If the applicant's escrow fees exceed the city's actual consultant's costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

Exhibit B: Mechanical / HVAC Permit Fees - Uniform Mechanical Code

City of Lauderdale

1891 Walnut Street Lauderdale MN 55113

Telephone 651-792-7650 Fax 651-631-2066

Description	Fee
1 Base Permit Fee*	\$40.00
2 Each Supplemental Permit	\$4.50

Each Unit Fee Schedule

1	Residential/Commercial: Installation or relocation of each forced-air or gravity-type furnace or burner, including ducts and vents attached to such appliance	\$10.00
2	Installation or relocation of each floor furnace, including vent	\$9.00
3	Installation or relocation of each suspended heater, recessed wall heater or floor-mounted unit heater.	\$9.00
4	Installation, relocation, or replacement of each appliance vent installed and not included in an appliance permit	\$4.50
5	Repair of, alteration of, or addition to each heating appliance, refrigeration unit, cooling unit, absorption unit, or each heating, cooling absorption, or evaporative cooling system, including installation of controls regulated by this code.	\$9.00
6	Residential: installation or relocation of each boiler or compressor to and including three horse power, or each absorption system to and including 100,000 Btu/h	\$9.00
7	Residential/Commercial: installation or relocation of each boiler or compressor over three horse power to and including 15 horsepower, or each absorption system over 100,000 Btu/h and including 500,000 Btu/h	\$16.50
8	Commercial: Installation or relocation of each boiler or compressor over 15 horsepower to and including 30 horsepower, or each absorption system over 500,000 Btu/h to and including 1,000,000 Btu/h.	\$22.50
9	Commercial: Installation or relocation of each boiler or compressor over 30 horsepower to and including 50 horsepower, or each absorption system over 1,000,000 Btu/h to and including 1,750,000 Btu/h.	\$33.50
10	Commercial: Installation or relocation of each boiler or refrigeration compressor over 50 horsepower, or each absorption system over 1,750,000 Btu/h	\$56.00
11	Each air-handling unit to and including 10,000 cubic feet per minute, including ducts attached thereto. NOTE: this fee shall not apply to an air handling unit which is a portion of a factory-assembled appliance, cooling unit, evaporative cooler or absorption unit for which a permit is required elsewhere in this code.	\$6.50
12	For each air-handling unit over 10,000 cfm	\$11.00
13	For each evaporative cooler other than a portable type	\$6.50
14	For each ventilation fan connected to a single duct	\$4.50
15	For each ventilation system which is not a portion of any heating or air conditioning system authorized by a permit.	\$6.50
16	For the installation of each hood which is served by mechanical exhaust, including the ducts for such hood.	\$6.50
17	For the installation or relocating of each domestic-type incinerator.	\$11.00
18	For the installation or relocation of each commercial or industrial-type incinerator	\$45.00
19	Other: For each appliance or piece of equipment regulated by this code but not classed in other appliance categories, or for which no other fee is listed in this code.	\$6.50
20	When Chapter 22 is applicable (see Section 103), permit fees for fuel-gas piping shall be:	
	For each gas-piping system of one to four outlets.	\$3.00
	For each gas-piping system of five or more outlets, per outlet	\$0.75
21	When Chapter 24 is applicable (see Section 103), permit fees for process piping shall be:	
	For each hazardous process piping system (HHP) of one to four outlets	\$5.00
	For each piping system of five or more outlets, per outlet	\$1.00
	For each nonhazardous process piping system (NPP) of one to four outlets	\$2.00
	For each piping system of five or more outlets, per outlet	\$0.50

* Commercial Mechanical Permits require a plan review fees = to 1% of project valuation

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date January 12, 2021

ITEM NUMBER November Financial Report

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month, staff provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for November 2020.

OPTIONS:

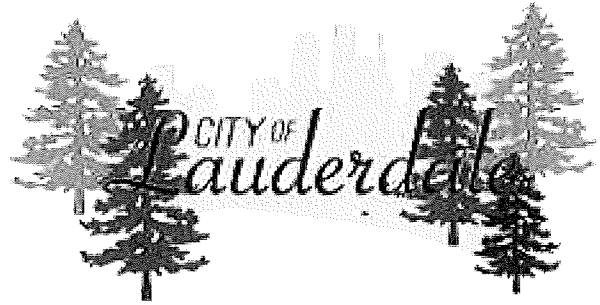
STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for November 2020.

General Ledger

Cash Balances

User: heather.butkowski
 Printed: 12/10/2020 1:30:36 PM
 Period 11 - 11
 Fiscal Year 2020



Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,844,490.89	402,293.55	165,362.45	-2,607,559.79
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	14,794.57	8.28	1,497.64	13,305.21
Cash	227-00000-000-10100	64,048.19	19,154.89	5,104.79	78,098.29
Cash	305-00000-000-10100	311.76	0.00	0.00	311.76
Cash	306-00000-000-10100	126,066.47	25,510.00	0.00	151,576.47
Cash	401-00000-000-10100	159,236.30	99.16	0.00	159,335.46
Cash	403-00000-000-10100	483,364.41	301.00	0.00	483,665.41
Cash	404-00000-000-10100	188,244.85	117.22	0.00	188,362.07
Cash	414-00000-000-10100	392,424.11	244.37	0.00	392,668.48
Cash	416-00000-000-10100	94,494.02	0.00	0.00	94,494.02
Cash	602-00000-000-10100	1,057,032.84	15,651.01	19,025.32	1,053,658.53
Cash	603-00000-000-10100	419,611.78	6,888.71	4,988.38	421,512.11
Current Assets		155,238.41	470,268.19	195,978.58	429,528.02
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash		300.00	0.00	0.00	300.00
Investments - Fair Value Adj	101-00000-000-10410	3,399,148.65	2,325.06	0.00	3,401,473.71
Investments		3,399,148.65	2,325.06	0.00	3,401,473.71
Grand Total		<u>3,554,687.06</u>	<u>472,593.25</u>	<u>195,978.58</u>	<u>3,831,301.73</u>

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:34 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend	Collect
101	General Fund						
	Revenue						
	Taxes	845,614.00	384,533.07	859,714.34	-14,100.34		101.67
	Licenses and Permits	40,650.00	1,901.75	33,184.60	7,465.40		81.63
	Intergovernmental Revenues	549,070.00	0.00	455,754.50	93,315.50		83.00
	Charges for Services	12,350.00	587.14	9,963.19	2,386.81		80.67
	Fines and Forfeits	27,000.00	1,926.75	19,562.19	7,437.81		72.45
	Miscellaneous Revenue	10,000.00	595.43	7,649.03	2,350.97		76.49
	Other Financing Sources	0.00	0.00	0.00	0.00		0.00
	Revenue	1,484,684.00	389,544.14	1,385,827.85	98,856.15		93.34
	Expense						
	Personal Services	418,026.00	33,852.40	374,956.90	43,069.10		89.70
	Supplies	17,350.00	1,512.65	15,673.43	1,676.57		90.34
	Other Services and Charges	1,003,308.00	112,527.88	956,490.72	46,817.28		95.33
	Capital Outlay	0.00	0.00	0.00	0.00		0.00
	Other Uses	46,000.00	0.00	0.00	46,000.00		0.00
	Expense	1,484,684.00	147,892.93	1,347,121.05	137,562.95		90.73
101	General Fund	0.00	241,651.21	38,706.80	-38,706.80		0.00

General Ledger

Revenue vs Expense

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 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	20,000.00	0.00	12,896.35	7,103.65	64.48
	Miscellaneous Revenue	40.00	8.28	134.20	-94.20	335.50
	Revenue	20,040.00	8.28	13,030.55	7,009.45	65.02
	Expense					
	Personal Services	9,257.00	722.81	8,625.42	631.58	93.18
	Supplies	700.00	0.00	650.00	50.00	92.86
	Other Services and Charges	3,300.00	774.83	7,172.59	-3,872.59	217.35
	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
	Expense	18,257.00	1,497.64	16,448.01	1,808.99	90.09
226	Communications	1,783.00	-1,489.36	-3,417.46	5,200.46	-191.67

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling					
	Revenue					
	Intergovernmental Revenues	5,900.00	0.00	0.00	5,900.00	0.00
	Miscellaneous Revenue	36,315.00	19,154.89	40,140.02	-3,825.02	110.53
	Revenue	42,215.00	19,154.89	40,140.02	2,074.98	95.08
	Expense					
	Personal Services	23,830.00	1,844.63	18,872.40	4,957.60	79.20
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	39,122.00	3,260.16	35,799.50	3,322.50	91.51
	Capital Outlay	350.00	0.00	0.00	350.00	0.00
	Expense	63,302.00	5,104.79	54,671.90	8,630.10	86.37
227	Recycling	-21,087.00	14,050.10	-14,531.88	-6,555.12	68.91

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	500.00	0.00	11.09	488.91	2.22
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	500.00	0.00	11.09	488.91	2.22
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	25,253.00	0.00	25,252.50	0.50	100.00
	Expense	25,253.00	0.00	25,727.50	-474.50	101.88
305	GO TIF Revenue Bonds 2018A	-24,753.00	0.00	-25,716.41	963.41	103.89

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	100.00	94.33	1,041.24	-941.24	1,041.24
	Other Financing Sources	<u>127,837.00</u>	<u>25,415.67</u>	<u>73,278.28</u>	<u>54,558.72</u>	<u>57.32</u>
	Revenue	127,937.00	25,510.00	74,319.52	53,617.48	58.09
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	<u>23,865.00</u>	<u>0.00</u>	<u>23,864.58</u>	<u>0.42</u>	<u>100.00</u>
	Expense	23,865.00	0.00	24,339.58	-474.58	101.99
306	2019A Improvement Bonds	104,072.00	25,510.00	49,979.94	54,092.06	48.02

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	1,500.00	99.16	1,504.77	-4.77	100.32
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	1,500.00	99.16	1,504.77	-4.77	100.32
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	85,000.00	0.00	0.00	85,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	85,000.00	0.00	0.00	85,000.00	0.00
401	General Capital Projects	-83,500.00	99.16	1,504.77	-85,004.77	-1.80

General Ledger Revenue vs Expense

User: heather.butkowski
Printed: 12/10/2020 1:33:35 PM
Period 11 - 11
Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	4,000.00	301.00	5,103.94	-1,103.94	127.60
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	4,000.00	301.00	5,103.94	-1,103.94	127.60
	Expense					
	Capital Outlay	0.00	0.00	43,379.78	-43,379.78	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	43,379.78	-43,379.78	0.00
403	Street Capital Projects	4,000.00	301.00	-38,275.84	42,275.84	-956.90

General Ledger Revenue vs Expense

User: heather.butkowski
Printed: 12/10/2020 1:33:35 PM
Period 11 - 11
Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Miscellaneous Revenue	4,000.00	117.22	89,161.84	-85,161.84	2,229.05
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	4,000.00	117.22	89,161.84	-85,161.84	2,229.05
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	65,000.00	0.00	177,641.00	-112,641.00	273.29
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	65,000.00	0.00	177,641.00	-112,641.00	273.29
404	Park Capital Projects	-61,000.00	117.22	-88,479.16	27,479.16	145.05

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
	Rosehill Tax Increment	0.00	0.00	0.00	0.00	0.00

General Ledger Revenue vs Expense

User: heather.butkowski
Printed: 12/10/2020 1:33:35 PM
Period 11 - 11
Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	4,000.00	244.37	6,209.09	-2,209.09	155.23
	Other Financing Sources	38,000.00	0.00	0.00	38,000.00	0.00
	Revenue	42,000.00	244.37	6,209.09	35,790.91	14.78
	Expense					
	Other Services and Charges	0.00	0.00	4,085.31	-4,085.31	0.00
	Other Uses	67,769.00	0.00	0.00	67,769.00	0.00
	Expense	67,769.00	0.00	4,085.31	63,683.69	6.03
414	Development					
		-25,769.00	244.37	2,123.78	-27,892.78	-8.24

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
415	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	80.98	-80.98	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	80.98	-80.98	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
416	TIF District No. 1-2	0.00	0.00	80.98	-80.98	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	285,916.00	15,093.84	253,159.08	32,756.92	88.54
	Miscellaneous Revenue	16,300.00	655.72	9,879.35	6,420.65	60.61
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	302,216.00	15,749.56	263,038.43	39,177.57	87.04
	Expense					
	Personal Services	75,030.00	5,774.17	71,218.71	3,811.29	94.92
	Supplies	800.00	47.86	538.51	261.49	67.31
	Other Services and Charges	193,141.00	13,301.84	176,465.41	16,675.59	91.37
	Capital Outlay	40,000.00	0.00	0.00	40,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	308,971.00	19,123.87	248,222.63	60,748.37	80.34
602	Sanitary Sewer	-6,755.00	-3,374.31	14,815.80	-21,570.80	-219.33

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	109,338.00	6,643.78	90,437.31	18,900.69	82.71
	Miscellaneous Revenue	4,500.00	262.32	3,962.57	537.43	88.06
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	113,838.00	6,906.10	94,399.88	19,438.12	82.92
	Expense					
	Personal Services	63,672.00	4,901.87	60,355.12	3,316.88	94.79
	Supplies	750.00	47.86	538.50	211.50	71.80
	Other Services and Charges	27,150.00	56.04	22,478.71	4,671.29	82.79
	Capital Outlay	85,000.00	0.00	0.00	85,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	176,572.00	5,005.77	83,372.33	93,199.67	47.22
603	Storm Water	-62,734.00	1,900.33	11,027.55	-73,761.55	-17.58

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
999	Fund					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Personal Services	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
999	Fund	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 12/10/2020 1:33:35 PM
 Period 11 - 11
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,142,930.00	457,634.72	1,972,827.96	170,102.04	0.9206
Expense Total		2,318,673.00	178,625.00	2,025,009.09	293,663.91	0.8733
Grand Total		-175,743.00	279,009.72	-52,181.13	-123,561.87	0.2969

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date January 12, 2021

ITEM NUMBER Council Meeting Schedule

STAFF INITIAL MC

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, the City Council sets its meeting schedule for the following year. If the Council continues to meet the 2nd and 4th Tuesdays of the month, the schedule would be as attached. Holidays do not conflict with the proposed meeting schedule. After the Council adopts the meeting schedule, it will be posted at City Hall.

OPTIONS:

- Adopt the attached City Council meeting schedule.
- Propose a new schedule.

STAFF RECOMMENDATION:

Motion to Council adopt the City Council meeting schedule for 2021.

COUNCIL ACTION:

2021 Lauderdale Schedule

City Council Meetings

Holidays Observed

January 12

January 26

February 9

February 23

March 9

March 23

April 13

April 27

May 11

May 25

June 8

June 22

July 13

July 27

August 10

August 24

September 14

September 28

October 12

October 26

November 9

November 23

December 14

New Year's Day – Friday, January 1

M. L. King Day – Monday, January 18

President's Day – Monday, February 15

Memorial Day – Monday, May 31

Independence Day – Monday, July 5

Labor Day – Monday, September 6

Veterans Day – Thursday, November 11

Thanksgiving Holiday – Thursday, November 25 &

Friday, November 26

Christmas Holiday – Friday, December 24 &

Monday, December 27

Meeting Notes:

City Council meetings begin at 7:00 p.m. and will be held virtually until the COVID-19 emergency declaration is rescinded. At that time, council meetings will resume at Lauderdale City Hall, 1891 Walnut Street.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 12, 2021

ITEM NUMBER Tobacco Ordinance_____

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Last January, the City Council started discussing the desire of the existing tobacco license holders to open tobacco shops in order to sell a broader selection of flavored tobacco products. Also discussed were the new federal tobacco laws that went into effect at the same time. The Council adopted an interim ordinance to study whether the existing ordinance is consistent with the federal and state changes and its intended policies.

The draft has been reviewed by the city attorney and is ready for discussion and the public hearing. The community was notified by email of tonight's public hearing and a letter was sent to the license holders. At this meeting, the Council will hold the public hearing on the proposed language. Based on the feedback from this meeting, the Council can decide whether the ordinance is ready for adoption tonight or whether you would like to discuss/revise further.

Comments received on the matter during the discussion period are included in the packet. Additionally, the City has received feedback at previous meetings on the subject.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Ordinance No. 21-01, an Ordinance Amending Title 3, Chapter 6 of the Code of Ordinances Regarding Tobacco, Tobacco Products, Tobacco-Related Devices, Nicotine or Lobelia Delivery Products, and Electronic Delivery Devices.

Motion to adopt Resolution No. 011221C—A Resolution Authorizing Publication of Ordinance No. 21-01 by Title and Summary.

CITY OF LAUDERDALE
ORDINANCE NO. 21-01

An Ordinance Amending Title 3, Chapter 6 of the Code of Ordinances
Regarding Tobacco, Tobacco Products, Tobacco-Related Devices,
Nicotine or Lobelia Delivery Products, and Electronic Delivery Devices

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

SECTION 1. Title 3, Chapter 6 of the Lauderdale City Code is amended by deleting the ~~stricken material~~ and inserting the double-underlined material as follows:

CHAPTER 6

TOBACCO, TOBACCO PRODUCTS, TOBACCO-RELATED DEVICES, NICOTINE OR
LOBELIA DELIVERY ~~DEVICES~~ PRODUCTS, AND ELECTRONIC DELIVERY DEVICES

SECTION:

- 3-6-1: Purpose
- 3-6-2: Definitions
- 3-6-3: License Required
- 3-6-4: Basis for Denial of License
- 3-6-5: Prohibited Sales
- 3-6-6: Self-Service Sales
- 3-6-7: Responsibility
- 3-6-8: Compliance Checks and Inspections
- 3-6-9: Exceptions and Defenses
- 3-6-10: Violations and Penalties
- 3-6-11: Severability

3-6-1: PURPOSE:

The City recognizes that marketing and public health research and tobacco industry documents reveal that tobacco companies have used fruit, candy, mint, menthol, and alcohol flavors as a way to target youth and young adults and that the presence of flavors in tobacco products can make it more difficult for youth, young adult, and adult tobacco users to quit. The City further recognizes that young people are particularly susceptible to the addictive properties of commercial tobacco products, and are particularly likely to become lifelong users. National data show that roughly 95 percent of adult smokers begin smoking before they turn 21 years of age. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use. Tobacco use has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government.

The purpose of this ordinance is to regulate the sale of tobacco, tobacco products, tobacco-related

devices, nicotine or lobelia delivery ~~devices~~products, and electronic delivery devices for the purpose of enforcing and furthering existing laws, to protect adolescents against the serious effects associated with the use of tobacco, tobacco products, tobacco-related devices, nicotine or lobelia delivery ~~devices~~products, and electronic delivery devices, and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minnesota Statutes, section 144.391.

3-6-2: DEFINITIONS:

The following words and phrases, as used in this Chapter, shall have the meanings ascribed to them.

CHILD-RESISTANT PACKAGING: Packaging that meets the effectiveness specifications set forth in Code of Federal Regulations, title 16, section 1700.15(b) and that was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20.

COMPLIANCE CHECKS: The system the City uses to investigate and ensure that those authorized to sell regulated products are following and complying with the requirements of this ordinance. Compliance checks shall involve the use of persons under the age of 21, ~~which~~ and may include persons under the age of 18 minors, as authorized by this ordinance.

ELECTRONIC DELIVERY DEVICES: Any product containing or delivering nicotine, lobelia, or any other substance, whether natural or synthetic, intended for human consumption ~~that can be used by a person to simulate smoking in the delivery of nicotine or any other substances through the inhalation of aerosol or vapor from the product.~~ Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any ~~product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose~~ nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug, and Cosmetic Act.

FLAVORED PRODUCT: Any regulated product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a regulated product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than tobacco will constitute presumptive evidence that the product is a flavored product.

INDOOR AREA: All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider,

garage door, or other physical barrier, whether temporary or permanent.

LOOSIES: The common term used to refer to a single cigarette or any other tobacco product that has been removed from its packaging and sold individually.

MINOR: ~~Any natural person who has not reached the age of 18 years.~~

MOVABLE PLACES OF BUSINESS: Any form of business operated out of a kiosk, truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

NICOTINE OR LOBELIA DELIVERY ~~DEVICE~~PRODUCT: Any product containing or delivering nicotine or lobelia, whether natural or synthetic, intended for human consumption, or any part of such a product, that is not tobacco or an electronic delivery device as defined in this section, not including any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose nicotine cessation product that has been authorized by the U.S. Food and Drug Administration to be marketed and for sale as "drugs," "devices," or "combination products," as defined in the Federal Food, Drug and Cosmetic Act.

REGULATED PRODUCTS: The term that collectively refers to any tobacco, tobacco product, tobacco-related device, nicotine or lobelia delivery ~~devices~~product, or electronic delivery device.

RETAIL ESTABLISHMENT: Any place of business where regulated products are available for sale to the general public.

SALE: Any transfer of goods for money, trade, barter, or other consideration.

SMOKING: Inhaling, exhaling, burning, or carrying any lighted or heated cigar, cigarette, or pipe, or any other lighted or heated product containing, made, or derived from nicotine, tobacco, marijuana, or other plant, whether natural or synthetic, that is intended for inhalation. SMOKING also includes carrying or using an activated electronic delivery device. Inhaling or exhaling smoke from any lighted or heated cigar, pipe, or other lighted or heated tobacco or plant product, or inhaling or exhaling vapor from any electronic delivery device. Smoking shall include carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.

TOBACCO or TOBACCO PRODUCTS: Tobacco and tobacco products includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobaccos; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any nicotine cessation product that has been authorized by the U.S.

Food and Drug Administration to be marketed and for sale as “drugs,” “devices,” or “combination products,” as defined in the Federal Food, Drug and Cosmetic Act tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

TOBACCO-RELATED DEVICES. Tobacco-related devices includes any tobacco product as well as a pipe, wraps, rolling papers, ashtray, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, smoking or vaping of tobacco or tobacco products. Tobacco-related devices shall include components of tobacco-related devices, which may be marketed or sold separately. Tobacco-related devices may or may not contain tobacco.

VENDING MACHINE. Any electric or electronic mechanical device which dispenses regulated products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the regulated products.

3-6-3: LICENSE REQUIRED:

A. TOBACCO RETAILER LICENSE REQUIRED: No person shall sell or offer to sell any regulated products without first having obtained a license to do so from the City.

B. LICENSE FEE: The annual license fee shall be as established from time to time by resolution of the City Council. No license shall be issued until the appropriate license fee is paid in full. For periods shorter than one year the license fee shall be the full amount.

C. APPLICATION: Every person or business desiring to obtain a license to sell regulated products shall file an application in writing with the City Clerk. The application must state the full name of the applicant, the applicant’s residential and business addresses and telephone numbers, the name of the business for which the license is sought, whether such business is that of an individual, sole proprietor, firm, partnership, or corporation and the address where the business is to be conducted. If the City Clerk determines that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete. Upon receipt of a completed application and the annual license fee, the City Clerk shall forward the application to the City Council.

D. INVESTIGATION; ISSUANCE: The City Clerk shall present the application to the City Council and the City Council shall order such investigation as it deems necessary. After the investigation, the City Council shall grant or deny the application. In the event of the application being granted, the City Clerk shall issue the license. If the City Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant’s right to appeal the City Council’s decision as provided in 3-6-10.

E. TERM OF LICENSE: The license shall expire on December 31 following its issuance.

F. SEPARATE LICENSE REQUIRED: A license shall permit the licensee to sell regulated products at the one location specified in said license. A separate license shall be required for each

location.

G: TRANSFERS: All licenses issued under this section shall be valid only on the premises for which the license was issued and only for the person or business to whom the license was issued. No transfer of any license to another location or person shall be valid, ~~without prior approval of the City Council.~~

H: MOVABLE PLACE OF BUSINESS: No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this section.

I: DISPLAY OF LICENSE: The license shall be displayed by the licensee in a prominent and conspicuous place at the licensed location.

J: REVOCATION OR SUSPENSION: Any license issued under this section may be revoked or suspended as provided in 3-6-10.

K: ISSUANCE AS PRIVILEGE AND NOT A RIGHT: The issuance of a license under this section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.

L: SMOKING PROHIBITED IN TOBACCO RETAIL ESTABLISHMENTS: Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a tobacco retailer license. Smoking for the purposes of sampling regulated products is prohibited.

M: SAMPLES PROHIBITED: No person shall distribute samples of any regulated product free of charge or at a nominal cost. The distribution of regulated products as a free donation is prohibited.

3-6-4: BASIS FOR DENIAL OF LICENSE:

A. Grounds for denying the issuance or renewal of a license under this chapter include but are not limited to the following:

- i. The applicant is under the age of 21 years.
- ii. The applicant has been convicted within the past five years of any violation of federal, state, or local laws, ordinance provisions, or other regulation relating to regulated products.
- iii. The applicant has had a license to sell regulated products suspended or revoked by any issuing authority within the preceding 12 months of the date of the application.
- iv. The applicant fails to provide any information required on the application, or provides false or misleading information.
- v. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license.

~~B. Except as may otherwise be provided by law, the existence of any particular ground for denial does not mean that the City must deny the license.~~

BC. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this chapter.

3-6-5: PROHIBITED SALES:

A. It shall be a violation of this chapter for any person to sell or offer to sell any regulated products as follows:

- ~~i. To any person under the age of 21 years.~~
- ii. By means of any type of vending machine.
- iii. By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed retail establishment in order to receive regulated products and whereby there is not a physical exchange of the regulated products between the licensee, or the licensee's employee, and the customer.
- ~~iiiiv.~~ By means of loosies.
- iv. Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intention of this provision to ban the sale of lawfully manufactured cigarettes or other tobacco products.

~~B. In every transaction involving the sale of regulated products, the seller, whether the licensee or its employee or agent, must verify the buyer's age as at least 21 years by means of a government-issued photographic identification. Said verification is not required for a person over 30 years of age. However, that the buyer appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection. Notice of the age verification requirement and legal sales age shall be posted conspicuously at each licensed establishment.~~

C. It shall be a violation of this chapter for any person to sell or offer to sell any liquid which is intended for human consumption and use in an electronic delivery device, whether or not such liquid contains nicotine, in packaging that is not child-resistant. Upon request, a licensee shall provide the City with a copy of a certificate of compliance or a full laboratory testing report to verify compliance with this paragraph.

D. It shall be a violation of this chapter for any person to sell or offer to sell any flavored products. ~~This prohibition shall not apply to licensed establishments that:~~

- i. — Prohibit persons under 21 from entering at all times;
- ii. — Derive at least 90 percent of their revenues from the sale of regulated products; and
- iii. — Adhere to all of the following building or structural criteria:
 - (1) — Share no wall with and have no part of their structure adjoined to any other business or retailer unless the wall is permanent, completely opaque, and without doors, windows, and pass-throughs to the other business or retailer;
 - (2) — Share no walls with and have no part of their structure directly adjoined to another licensed tobacco retailer; and
 - (3) — Are only accessible by the public through an exterior door.

Any licensee that sells flavored products shall, upon request by the City, provide the City with financial records that document annual sales and blueprints of the licensed premises that provide for its structural layout.

E. Legal age. No person shall sell or offer to sell any regulated product to any person under the age of 21.

- i. Age verification. Licensees must verify by means of government-issued photographic identification containing the bearer's date of birth that the purchaser is at least 21 years of age. Verification is not required for a person over the age of 30. That the person appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection.
- ii. Signage. Notice of the legal sales age, age verification requirement, and possible penalties for underage sales must be posted prominently and in plain view at all times at each location where regulated products are offered for sale. The required signage, which will be provided to the licensee by the city, must be posted in a manner that is clearly visible to anyone who is or is considering making a purchase.

3-6-6: SELF-SERVICE SALES: All regulated products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. This subsection shall not apply to licensed establishments that prohibit persons under 21 from being present or entering at all times and derive at least 90 percent of gross revenues from the sale of regulated products. ~~otherwise meet the standards set forth in subsection 3-6-5(D)(i) — (iii).~~

3-6-7: RESPONSIBILITY: All licensees under this chapter shall be responsible for the actions of their employees in regard to the sale of regulated products on the licensed premises, and the sale of an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the City from also subjecting employees to whatever penalties are appropriate under this chapter, state, or federal law, or other applicable law or regulation.

3-6-8: COMPLIANCE CHECKS AND INSPECTIONS: All licensed premises must be open to inspection by law enforcement or other authorized city officials during regular business hours. From time to time, but at least once per year, the city will conduct compliance checks. In accordance with state law, at least once per year the city will conduct a compliance check that involves a person at least 17 years of age, but under the age of 21 entering the licensed premises to attempt to purchase regulated products. Prior written consent from a parent or guardian is required for any person under the age of 18 to participate in a compliance check. Persons used for the purpose of compliance checks will be supervised by law enforcement or other designated personnel. All licensed retail establishments shall be open to inspection by the City's contracted police department or other authorized city official during regular business hours. From time to time, the City's contracted police department shall coordinate compliance checks by engaging persons over the age of 15 years but less than 21 years to enter the licensed retail establishment to attempt to purchase regulated products. Minors used for the purpose of compliance checks shall be supervised by city designated law enforcement officers or other designated city personnel.

Persons under the age of 21 used for compliance checks shall not be guilty of unlawful possession of regulated products when those items are obtained as part of the compliance check. No person used in compliance checks shall attempt to use a false identification misrepresenting the person's age, and all persons lawfully engaged in a compliance check shall truthfully answer all questions about the person's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked.

3-6-9: EXCEPTIONS AND DEFENSES: Nothing in this chapter shall prevent the providing of regulated products tobacco and tobacco-related devices to a any person as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this chapter for a person to have reasonably relied on proof of age as described by state law.

3-6-10: VIOLATIONS AND PENALTIES:

Nothing in this section prohibits the city from seeking prosecution as a misdemeanor for an alleged second violation of this ordinance by a person 21 years of age or older within five years of a previous conviction under the ordinance. Any person, firm, or corporation who violates any provision of this code for which another penalty is not specifically provided, shall, upon conviction, be guilty of a misdemeanor under Minnesota Statutes, section 609.03 as it may be amended from time to time by the Minnesota Legislature. The cost of prosecution may be added. A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

A. GENERALLY. The license holder shall be responsible for the conduct of its agents or employees while on the licensed premises. Any violation of this article shall be considered an act of the license holder for purposes of imposing a civil penalty, license suspension, or license revocation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense

B. NOTICE OF VIOLATION. Upon the occurrence of a violation, the police department shall inform the city administrator of the violation. The city administrator shall then send to the license holder a written notice of the civil violation. The notice shall advise the license holder of the penalty and the license holder's right to request a hearing regarding the violation of this article.

C. ADMINISTRATIVE CIVIL PENALTIES; LICENSEE: Each license issued hereunder shall be subject to suspension or revocation for violation of any provisions of this chapter or the laws of the State of Minnesota as follows:

- (i) First violation: The first violation of this chapter shall be punishable by a civil penalty of ~~\$300~~200.00.
- (ii) Second violation: A second violation of this chapter within any ~~twenty-four~~thirty-six-month period shall be punishable by a civil penalty of ~~\$600~~400.00 and a three-day suspension of the license.
- (iii) Subsequent violation: A third or subsequent violation of this chapter within any ~~twenty-four~~thirty-six-month period shall be punishable by revocation of the license for one year plus a civil penalty of ~~\$1,000.00~~800.

D. ADMINISTRATIVE CIVIL PENALTIES; INDIVIDUALS: An individual who sells a regulated product to a person under the age of 21 years ~~shall~~may be charged an administrative penalty of \$50.

E. HEARING: Following receipt of a notice of a violation and penalty issued under this section, the license holder or individual may pay the penalty or request a hearing before the City Council. A request for a hearing shall be made by the individual or license holder in writing and filed with the city administrator or designee within ten days of the mailing of the notice of the alleged violation. Following receipt of a written request for hearing, the individual or license holder shall be afforded an opportunity for a hearing before the council.

F. FINDINGS: If after the hearing the license holder or individual is found in violation of this chapter, the council shall impose a penalty. Based upon the findings, the penalty may be adjusted at the discretion of the council. The decision that a violation has occurred must be in writing.

G. DEFAULT: If the individual or license holder has been provided written notice of the violation and if no request for a hearing is filed within the ten-day period, then the civil penalty, suspension or revocation imposed in this chapter shall take immediate effect by default. The city administrator or designee shall mail notice of the fine, suspension, or revocation to the individual or license holder.

3-6-11: SEVERABILITY

If any section or provision of this chapter is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

SECTION 2. Upon the effective date of this ordinance as provided in Section 3 below, Ordinance No. 20-02, the interim ordinance adopted by the city council on January 28, 2020 establishing a licensing and planning moratorium on tobacco retailers, shall be repealed.

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

Adopted by the Lauderdale City Council this 12th day of January, 2021.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator-Clerk

Published by title and summary in the Pioneer Press this 15th day of January, 2021.

Member _____ introduced the following resolution and moved its adoption.

CITY OF LAUDERDALE

RESOLUTION NO. 011221C

RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 21-01 BY TITLE AND SUMMARY

WHEREAS, the city council of the city of Lauderdale has adopted Ordinance No. 21-01, an ordinance amending Title 3, Chapter 6 of the code of ordinances regarding tobacco, tobacco products, tobacco-related devices, nicotine or lobelia delivery products, and electronic delivery devices; and

WHEREAS, Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the ordinance is ten pages in length; and

WHEREAS, the city council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Lauderdale that the city administrator-clerk shall cause the following summary of Ordinance No. 21-01 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

On January 12, 2021, the city council of the city of Lauderdale adopted Ordinance No. 20-01 amending Title 3, Chapter 6 of the code of ordinances regarding tobacco, tobacco products, tobacco-related devices, nicotine or lobelia delivery products, and electronic delivery devices. The ordinance prohibits the sale of flavored tobacco products and the issuance of samples of tobacco and other regulated products in the city. The ordinance also modifies the city's tobacco regulations to conform to state legislation, including recently enacted signage and age verification requirements and the statutory administrative fine schedule for licensees and other individuals who violate the city's tobacco regulations. The ordinance further establishes updated definitions of various terms and eliminates the city council's discretion to authorize license transfers. This public notice is intended only to summarize the ordinance. The full text of the ordinance is available for

inspection at Lauderdale city hall during regular business hours and has been posted to the city's website.

Heather Butkowski, City Administrator-Clerk

BE IT FURTHER RESOLVED by the city council of the city of Lauderdale that the city administrator-clerk keep a copy of the ordinance in her office at city hall for public inspection and that she post a full copy of the ordinance in a public place within the city.

Dated: January 12, 2021.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator-Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member _____ and upon vote being taken thereon, the following voted in favor thereof:

And the following voted against same:

Whereupon said resolution was declared duly passed and adopted.

Heather Butkowski

From: eddie siouffy <siouffy09@hotmail.com>
Sent: Tuesday, November 3, 2020 7:06 AM
To: Heather Butkowski
Subject: Re: Tobacco Conversation

Caution: This email originated outside our organization; please use caution.

Hi Heather,

I'm sorry I got busy at the store during the council meeting regarding the tobacco ordinance and could not attend. This is the statement I would like to submit.

"When the city council adopted the flavor ban ordinance, we lost a significant amount of our customers, sales, and potential sales we could have had. I have friends that have converted their store into half tobacco and half convenient store in Minneapolis and St. Paul. I learned that by adding in a separate entrance allows only 21 and older to be able to come into the tobacco part of the store, which would allow me to bring back the flavored tobacco. I would like to build a tobacco store inside the existing store. Another option I believe would help is we build no tobacco store and allowing us to bring back just Menthol and not all the other flavors of tobacco. In the city of Lauderdale, most of our customers are middle-aged working-class adults. We rarely see any children. The increased age limit to 21+ in purchasing tobacco is more effective than having a strict flavor ban. This has only negatively affected the businesses in Lauderdale. "

Thank you for your time and consideration.

From: Heather Butkowski <Heather.Butkowski@lauderdalemn.org>
Sent: Friday, October 23, 2020 9:15 AM
To: 'eddie siouffy' <siouffy09@hotmail.com>
Subject: RE: Tobacco Conversation

Of course. By noon on Tuesday would be good.

From: eddie siouffy <siouffy09@hotmail.com>
Sent: Friday, October 23, 2020 9:15 AM
To: Heather Butkowski <Heather.Butkowski@lauderdalemn.org>
Subject: Re: Tobacco Conversation

Caution: This email originated outside our organization; please use caution.

I'm not sure if I will be able to attend virtually. Is it possible for me to write a statement and send that to you?

Heather Butkowski

From: Sarah Smith <sjs.sarahsmith@gmail.com>
Sent: Wednesday, January 6, 2021 10:22 PM
To: *LAUCouncil
Subject: In support of banning flavored tobacco

Caution: This email originated outside our organization; please use caution.

Dear Mayor Gaasch and Members of the Lauderdale City Council,

My name is Sarah Smith and I live at 1707 Carl Street in Lauderdale. I have lived here with my family for 2.5 years.

I fully support ending the sale of all flavored tobacco products in our city, especially as a new mother. We know these products are highly appealing to young people and cause disproportionate health impacts in BIPOC communities. The tobacco industry has long used flavors to hook new smokers. The industry has also aggressively marketed menthol tobacco to Black and LGBTQ communities, which has led directly to higher use rates and extreme health disparities. The tobacco industry is making an enormous profit while our most vulnerable communities suffer from the health consequences of tobacco addiction.

Lauderdale has already taken bold steps against the tobacco industry, something that I'm very proud of as a resident. Now, you have the opportunity to further protect our community from these harmful products. I urge you to prioritize the wellness of your community and end the sale of all flavored tobacco.

Sincerely,
Sarah Smith



Lauderdale Wellness Center

12/22/2020

Dear Mayor Gaasch and Members of the Lauderdale City Council,

The Lauderdale Wellness Center supports your efforts to prohibit the sale of all flavored tobacco products in the city of Lauderdale. We commend you in the steps it has already taken such as increasing the age to purchase to 21, and restricting the sale of flavored tobacco.

Lauderdale Wellness Center is dedicated providing compassionate personalized healthcare services that improve the lives of those with serve.

As a parents and health providers we are concerned about how flavored tobacco products contributing to the youth nicotine epidemic. Flavored products, including mint, menthol and wintergreen are used by the tobacco industry to introduce youth to their addictive products - making tobacco use easy to start and harder to quit. Keeping flavored products off the market would mean our youth aren't being lured into addiction by candy, fruit, or menthol flavors. In fact, 80% of youth who use tobacco use fruit, candy or menthol flavored products.

The City of Lauderdale can continue their dedication to a healthy community and has the opportunity to protect our residents and visitors from these harmful products. I urge you to prioritize the wellness of your community and continue to clear the market of all flavored tobacco.

Sincerely,

Brian and Dana Malzer
Lauderdale Wellness Center





Roseville Area Schools

1251 County Road B2 West • Roseville, MN 55113
PHONE 651-635-1600 • FAX 651-635-1659 • www.isd623.org

October 30, 2020

Dear Mayor Gaasch and Council Members:

Just a couple of years ago, it felt like we had turned the corner on tobacco use as most of our students thought smoking was gross. All that changed with vaping and e-cigarettes. As Superintendent of Roseville Area Schools, I am deeply concerned about the use of tobacco products by our students. To protect our students' health and wellbeing, I strongly support a restriction on the sale of all flavored tobacco products, including menthol.

Flavorings such as fruit, candy and menthol mask the harsh taste of tobacco. Menthol, in particular, soothes the throat and makes it easier for youth to start using tobacco products and harder for them to quit. After reviewing the results of the 2019 Minnesota Student Survey, I am alarmed by the rise in Roseville students who reported using flavored tobacco products, e-cigarettes and vaping devices. Our students are becoming addicted, which endangers their very futures. We must take action.

We are all focused on COVID-19 and the dire consequences of racial inequity. Some may think that dealing with tobacco would be nice but not necessary because of these other pressing problems. Actually, addressing tobacco use impacts both COVID and racial targeting and health disparities. The harms of tobacco are directly connected to the pandemic. Research from Stanford University shows that among young people who were tested for COVID-19, those who used e-cigarettes were five to seven times more likely to be infected than those who didn't vape. Tobacco use is one of the risk factors for developing serious COVID symptoms.

The tobacco companies have targeted African American communities for decades with menthol promotions and they have succeeded. Of African Americans who

smoke, over 80% smoke menthol. We also know that African Americans and other racial and ethnic groups are being disproportionately affected by COVID-19. This targeting of African American communities has significantly increased racial health disparities.

I strongly urge you to restrict the sale of all flavored tobacco products, including menthol, to protect our students' health and wellbeing. Please let me know how I can help make this possible in Lauderdale.

Sincerely,

A handwritten signature in cursive script that reads "Aldo Sicoli".

Dr. Aldo Sicoli
Superintendent, Roseville Area Schools



ABOUT **MENTHOL** TOBACCO

December 14, 2020

Lauderdale City Hall
1891 Walnut Street,
Lauderdale, MN 55113

Dear Mayor Gaasch and Members of the Lauderdale City Council:

In 2015, a group of more than 50 health and community organizations came together to form the Menthol Coalition. Our goal was to take local action to protect communities across our state from the harms of menthol tobacco. The menthol coalition strongly supports your efforts to strengthen your tobacco ordinance by prohibiting the sale of all flavored tobacco products including mint, mentol and wintergreen flavors.

Thank you for taking a bold stance against the tobacco industry in 2018 by passing an ordinance which restricts the sale of all flavored tobacco products in your city. We urge you to stay true to the intention of your original ordinance and your proposed ordinance which is to eliminate the sale of flavored and menthol tobacco in your city. Fruit and candy flavored tobacco products, including cigars, chew and e-cigarettes/e-juice come in a wide range of kid-friendly flavors, from grape and cotton candy to Skittles and Sour Patch Kids. The tobacco industry knows that most youth who use tobacco are using flavored products. That's because the sweet flavors mask the harshness of tobacco.

We applaud you for including menthol in your ban of flavored tobacco and e-cigarettes and urge you not to exempt menthol. Menthol is not just another flavor, it is THE money making flavor for the tobacco industry. They have spent decades marketing menthol tobacco to the African American and LGBTQ communities. As a result, 88% of African American adults who smoke use menthol products, compared to 25% of adult smokers overall. Menthol masks the harshness of smoke and studies show that the tobacco industry has manipulated menthol levels to attract younger smokers. Curbing menthol use and preventing young people from ever picking up the deadly habit is one of the most impactful ways we can reduce health disparities in the communities we serve.

Prohibiting the sale of all flavored tobacco products, including mint and menthol will make a tremendous difference in assuring that youth aren't able to access these deadly products and set themselves up for a lifetime of addiction and disease. If we can stop youth from starting, then we can save many lives, for generations to come. Thank you for your consideration.

Sincerely,

LaTrisha Vetaw

Website: BeautifulLieUglyTruth.org

Phone Number: 612-767-9193

Mailing Address:

1256 Penn Avenue N.
Minneapolis, MN 55411



January 5, 2021

Dear Mayor Gaasch and members of the Lauderdale City Council:

I am writing on behalf of the American Heart Association to express our support for the proposed ordinance that would prohibit the sale of all flavored tobacco products in the city of Lauderdale, including mint and menthol.

The tobacco industry has spent millions on developing appealing flavors and targeted advertising to attract youth. We have seen an increase in youth tobacco use for the first time in 17 years. According to the Centers for Disease Control, seven out of ten middle and high school students who currently use tobacco have used a flavored product.

Flavored cigarettes including menthol are peddled to our nation's youth with the intent of addicting a new generation, luring them into a deadly habit and sets them on the road to early hardening of the arteries and coronary artery disease in adulthood. Flavorings in e-liquids are shown to be harmful when inhaled and can inflame and damage airway and lung tissue.

Studies show that menthol products are marketed extensively in retail settings in minority and low-income neighborhoods. Removing the sale of all flavored tobacco products, including mint and menthol decrease the appeal and access to youth from purchasing these deadly products.

We need to continue to do everything we can to protect the health of our young people. Lauderdale can continue being a leader in Minnesota by preventing another generation from becoming lifelong tobacco users. Thank you for your consideration.

Sincerely,

Jess Nolan
Government Relations Director
Jess.Nolan@heart.org

Justin Bell
Vice President of Health Strategies
Justin.bell@Heart.org



January 5, 2020

The Honorable Mary Gaasch and Members of the Lauderdale City Council
1891 Walnut Street
Lauderdale, MN 55113

Dear Mayor Gaasch and Council Members:

I am the Chief Executive Officer of ClearWay Minnesota, an independent nonprofit organization that works to reduce tobacco's harm in our state. I am writing to urge you to support ending the sale of all flavored tobacco products in Lauderdale.

We must take immediate action to prevent nicotine addiction among youth. For the first time in nearly two decades, youth tobacco use increased in Minnesota – a trend driven by flavored tobacco products. The U.S. Surgeon General calls youth nicotine addiction a national epidemic and has urged lawmakers at all levels to protect kids. Eliminating the sale of *all* flavored commercial tobacco, including menthol products, will reduce youth tobacco addiction and improve health.

Research shows that restricting the sale of flavored tobacco products is an effective public health strategy. Candy and fruit flavors are attractive to youth and menthol flavoring in particular makes it easier for kids to start smoking and harder to quit. State data show that higher rates of high schoolers use menthol cigarettes – 34 percent of Minnesota high-school smokers use menthol, versus 25 percent of adult smokers. Meanwhile, new national data found alarming increases in menthol e-cigarette use among youth.

In addition to protecting youth, clearing the market of menthol and all flavored products will directly improve the health of Black communities and other groups targeted by Big Tobacco marketing. As you may know, the tobacco industry has used menthol flavors to racially segment and target certain customers, especially Black Americans, LGBTQ people, women and youth. Despite this harm, menthols are the only flavored cigarette left on the market under federal law.

It is encouraging to see Lauderdale continue your leadership on this public health crisis. Communities should not wait for federal or state action, especially as we face COVID-19, a deadly respiratory pandemic.

Ending the sale of flavored tobacco products would reduce youth tobacco use and address Big Tobacco's unjust and lethal tactics, particularly in their racist targeting of Black communities.

I hope Lauderdale will pass this bold public health policy. Thank you.

Sincerely,

A handwritten signature in black ink, appearing to read "David J. Willoughby", written in a cursive style.

David J. Willoughby, M.A.
Chief Executive Officer
ClearWay MinnesotaSM



January 6, 2021

Dear Mayor Gaasch and Members of the Lauderdale City Council:

The Association for Nonsmokers-MN strongly supports your efforts to remove all flavored tobacco products in Lauderdale. Since 1973, ANSR has worked to prevent youth tobacco use by helping enact and support strong public policies like the one you are considering.

Lauderdale has already taken an important step in this direction by restricting the sale of flavored tobacco to adult-only shops in 2018. Because your city did not have any adult-only tobacco shops, you effectively removed flavored tobacco products from the market at that time. Since then, however, Lauderdale retailers have expressed interest in opening adult-only tobacco shops in order to sell flavored tobacco, including menthol. While this is allowable under the current ordinance, it clearly goes against your original youth- and public health-focused intent.

The tobacco industry has a long history of targeting youth with their products. Tobacco executives admitted to these intentions in emails and industry documents throughout the late 20th century. Now the industry is craftier, but their intentions are still clear. E-cigarettes are marketed and sold in ways that are appealing to young adults, through social media and the internet. In 2017, for the first time in decades, youth tobacco use rose. Keeping sweet, candy-flavored tobacco products from stores and not allowing new stores to open will have a positive impact on youth tobacco use moving forward.

Menthol tobacco poses a unique health risk to our communities. Historically, marketing of menthol cigarettes, products known to be more addictive and difficult to quit than other tobacco, has been targeted towards African Americans, youth, women, and the LGBTQ community at events and in publications that appeal to these groups. As a result, a disproportionate number of these community members use menthol products and are burdened by tobacco addiction. The tobacco industry is making an enormous profit while our most vulnerable communities suffer from the health consequences of tobacco addiction.

Your current proposal to prohibit flavored tobacco sales anywhere in your city will fulfill the original intent of your 2018 ordinance: to protect young people and help reduce tobacco-related health disparities. Lauderdale can protect its residents from these harmful products. I urge you to prioritize the wellness of your community and stop the sale of all flavored tobacco in Lauderdale.

Jeanne Weigum, President

Blue Cross and Blue Shield of Minnesota

P.O. Box 64560
St. Paul, MN 55164-0560
(651) 662-8000 / (800) 382-2000



January 5, 2021

The Honorable Mary Gaasch and Members of City Council
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Dear Mayor Gaasch and Council Members:

I am writing to urge you to support revisions to your tobacco ordinance that would prohibit the sale of all flavored and menthol tobacco products.

As the largest health plan in Minnesota, Blue Cross and Blue Shield of Minnesota is committed to improving the health of all Minnesotans, which is why we strongly support local policy change such as this ordinance.

An epidemic of e-cigarette use has disrupted a downward trend in youth tobacco use overall. One out of every four Minnesota 11th-graders now report using e-cigarettes – a 54 percent increase since 2016. This policy will have a direct impact on reducing youth access to these products.

The tobacco industry, which includes e-cigarette manufacturers, uses menthol, candy and fruit-flavored tobacco products to attract the next generation of smokers. Their targets are undeniably young people, but because of predatory marketing, they also attract African Americans, American Indians and LGBTQ individuals. Nine out of ten African American adult smokers use menthol tobacco, compared to 22 percent of white adult smokers.

In 2017, Blue Cross released a study showing that each year, smoking claims over 6,000 Minnesota lives and costs our state **\$7.5 billion** in health care costs and lost productivity. The staggering costs of tobacco in both health care costs and loss of life cannot be compared to the loss of profits for those who want to continue to sell these lethal products.

I hope you will take this positive step toward improving the health of all Lauderdale residents.

Sincerely,

A handwritten signature in black ink, appearing to read "Mark Steffen". The signature is stylized with a large, looped "M" and a series of vertical strokes for the "S" and "T".

Mark Steffen, M.D., M.P.H.
Vice President, Chief Medical Officer
Blue Cross and Blue Shield of Minnesota



January 5, 2020

The Honorable Mary Gaasch and Members of the Lauderdale City Council
1891 Walnut Street
Lauderdale, MN 55113

Dear Mayor Gaasch and Council Members:

Minnesotans for a Smoke-Free Generation is a coalition of more than 60 organizations working to reduce youth tobacco use and end tobacco's harm for good. We urge you to strengthen Lauderdale's tobacco ordinance to end the sale of all flavored tobacco products. Clearing the market of all flavored tobacco products will create a healthier future for our kids and directly improve the health of Black communities and other groups targeted by Big Tobacco.

The COVID-19 pandemic demonstrates the need for strong public health policies to improve lung health and reduce commercial tobacco addiction. Ending flavored tobacco sales would address several public health crises including systemic racism, youth e-cigarette use and smoking, which remains the leading cause of preventable death and disease.

While youth cigarette smoking is at historic lows, e-cigarettes and other flavored tobacco products have erased decades of progress to reduce youth tobacco use. The tobacco industry blatantly uses flavors to attract the next generation of smokers, along with sleek products and predatory marketing. In addition to fruit and candy flavors, the industry has long used menthol flavoring that makes it easier for kids to start smoking and harder for adults to quit. Flavored products mask the harshness of tobacco, but are just as addictive and dangerous as other products.

Menthol tobacco products are aggressively marketed not only toward youth, but also to Black Americans, women and LGBTQ communities. For decades, tobacco companies have channeled menthol tobacco products into Black communities in particular, causing premature death and disease. Exempting menthol-flavored tobacco products from regulation has left kids, people of color and LGBTQ individuals vulnerable to tobacco addiction and its health harms.

Unfortunately, for decades the federal government has failed to address the threat posed by flavored tobacco products. Weak federal rules still allow the tobacco industry to use kid-friendly menthol, candy and fruit flavors to attract the next generation of tobacco users. By ending the sale of flavored tobacco products, Lauderdale can take steps to reverse the youth nicotine epidemic, address systemic racism and reduce health care costs.

For decades, strong local tobacco prevention policies have paved the way for state action. Our coalition aims to pass a statewide bill and we will continue working toward that goal. In late December, the House Select Committee on Racial Justice made a number of policy recommendations to address racial disparities, including removing menthol and all flavored tobacco products from the marketplace.

Research has found that local restrictions on flavored tobacco products limit availability and reduce the chance that teens will ever try tobacco products. Furthermore, local flavor restrictions in Minnesota had a much smaller impact on retail than predicted by tobacco lobbyists. One study found that business impacts from local flavor restrictions were SIX TIMES LESS than predicted by the tobacco industry.

Our kids and our neighbors targeted by Big Tobacco need strong tobacco prevention policies that put public health ahead of tobacco industry profits. On behalf of Minnesotans for a Smoke-Free Generation, thank you for considering this important policy to reduce commercial tobacco addiction. We hope we can count on your support.

Sincerely,



Molly Moilanen
Co-Chair, Minnesotans for a
Smoke-Free Generation
Vice President, ClearWay MinnesotaSM



Janelle Waldock
Co-Chair, Minnesotans for a
Smoke-Free Generation
Senior Director of Policy, Blue Cross and Blue
Shield of Minnesota

About Minnesotans for a Smoke-Free Generation

Minnesotans for a Smoke-Free Generation is a coalition of more than 60 organizations that share a common goal of saving Minnesota youth from a lifetime of addiction to tobacco. The coalition supports policies that reduce youth smoking and nicotine addiction, including increasing tobacco prices, raising the tobacco sale age to 21, limiting access to candy-, fruit- and menthol-flavored tobacco, and funding tobacco prevention and cessation programs.

Partners include: The African American Leadership Forum, Allina Health, Allina Health | Aetna, American Cancer Society Cancer Action Network, American Heart Association, American Lung Association in Minnesota, Apple Tree Dental, Association for Nonsmokers – Minnesota, Aurora/St. Anthony Neighborhood Development Corporation, Becker County Energized, Blue Cross and Blue Shield of Minnesota, A Breath of Hope Lung Foundation, Cancer Legal Care, CentraCare, Children's Defense Fund-MN, Children's Minnesota, ClearWay MinnesotaSM, Comunidades Latinas Unidas En Servicio – CLUES, Dodge County Public Health, Education Minnesota, Essentia Health, Gillette Children's Specialty Healthcare, A Healthier Southwest, HealthPartners, Hennepin Healthcare, Horizon Public Health, Indigenous Peoples Task Force, ISAIAH, JustUs Health, LAAMPP Alumni, Lake Region Healthcare, Local Public Health Association of Minnesota, LPCFC – Lincoln Park Children and Families Collaborative, March of Dimes, Masonic Cancer Center - University of Minnesota, Mayo Clinic, Medica, Meeker McLeod Sibley Community Health Services, Minnesota Academy of Family Physicians, Minnesota Association of Community Health Centers, Minnesota Cancer Alliance, Minnesota Council of Health Plans, Minnesota Dental Association, MHA – Minnesota Hospital Association, Minnesota Medical Association, Minnesota Nurses Association, Minnesota Oral Health Coalition, Minnesota Public Health Association, Minnesota Society for Public Health Education, MNAAP – Minnesota Chapter of the American Academy of Pediatrics, ModelCities, NAMI Minnesota, North Memorial Health, NorthPoint Health & Wellness, Olmsted Medical Center, Open Cities Health Center, PartnerSHIP 4 Health, Perham Health & Living, Preventing Tobacco Addiction Foundation, SEIU Healthcare Minnesota, ShiftMN, St. Paul Area Chamber of Commerce, Steele County Public Health, Tobacco-Free Alliance, Twin Cities Medical Society, UCare, Vision In Living Life – Change is Possible, WellShare International and Zumbro Valley Medical Society. Find out more at: smokefreegenmn.org.



January 8, 2021

Mayor Mary Gaasch
Lauderdale City Council
1891 Walnut Street
Lauderdale, MN 55113

Dear Mayor Gaasch and Members of the Lauderdale City Council,

On behalf of the American Cancer Society Cancer Action Network (ACS CAN), I want to express our support for the proposed ordinance to end the sale of all flavored tobacco products, including menthol cigarettes, flavored cigars, e-cigarettes, hookah, and smokeless tobacco. For years, tobacco use has been the number one preventable cause of death in our country and our state. Smoking kills over 6,000 Minnesotans each year and costs the state more than \$3 billion annually in excess health care costs. In fact, tobacco use costs every Minnesotan \$593.

The tobacco industry has designed products such as cherry chewing tobacco, menthol cigarettes, strawberry kiwi cigarillos, and cotton candy e-cigarettes to get children addicted and keep them as customers throughout their life. 80% of kids who have ever used tobacco start with a flavored product. Candy and fruit flavored tobacco products mask the harsh taste of tobacco and are often incorrectly perceived by youth to be "safer." The use of flavored tobacco products, including menthol cigarettes, can lead to cancer, heart disease and chronic pulmonary disease.

The tobacco industry targets young people, the LGBTQ community, and African Americans with menthol-flavored tobacco products. Tobacco companies add menthol to tobacco products to cool the throat and make them taste better. Menthol cigarettes make it easier to start smoking and harder to stop.

What's more, flavored e-cigarettes have reversed the decades of progress Minnesota has made in reducing youth tobacco use. Flavors play a major role in the high rates of youth and young adult use of e-cigarettes. There are more than 15,000 flavors on the market. 72% of young adult e-cigarette users never smoked cigarettes, yet kids who use e-cigarettes are more likely to smoke cigarettes in the future. 44% of adult e-cigarette users never smoked cigarettes. E-cigarettes are not approved as cessation devices by the FDA and are not proven to be better for quitting than evidence-based cessation programs. We know the aerosol from e-cigarettes can contain nicotine, ultrafine particles, flavoring such as diacetyl, which is linked to a serious lung disease, cancer-causing chemicals, volatile organic compounds, and heavy metals. Flavored e-cigarettes are used to target kids and young people and lure them into addiction.

The dangers of flavored tobacco do not just start and end with electronic cigarettes. By ending the sale of all flavored tobacco products, including menthol cigarettes, flavored cigars, hookah, and smokeless tobacco, you are strengthening policies already put in place by Lauderdale, and protecting the health of Lauderdale children and residents. The tobacco industry will have one less tool to lure new, young users into addiction.

Thank you for considering this important policy.

Sincerely,

Emily Myatt
Minnesota Government Relations Director
American Cancer Society Cancer Action Network

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 12, 2021

ITEM NUMBE 1763 Malvern Lot Coverage Variance

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

See attached memo.

OPTIONS:

STAFF RECOMMENDATION:

MEMO

DATE: JANUARY 12, 2021
TO: MAYOR AND COUNCIL
FROM: JIM BOWNIK
RE: VARIANCE APPLICATION FOR 1763 MALVERN STREET

Subject Property: 1763 Malvern St, Lauderdale, MN 55113
Owner: Michelle Schumacher, 1906 Whistling Valley Trail, Lake Elmo, MN 55042
Applicant: Tim Helin, 1485 Hamline Ave. N., St. Paul, MN 55108

Proposal: The owner and applicant propose to construct a new house on a lot that does not have a house. The lot has an existing garage that will remain. However, the existing garage is larger than what would have been newly constructed. Even though the house has been designed with a smaller footprint than the other homes they have built in Lauderdale, the project exceeds the maximum lot coverage of 30%. Thus, the owner & applicant are requesting a 3.4% lot coverage variance to allow for the covered porches.

POLICIES AND PROCEDURES FOR VARIANCE APPROVAL

In reviewing this variance request, the Council should consider the Zoning Ordinance requirements as well as relevant State Statutes. These requirements are outlined on the attached Variance Checklist.

Here is the general order of procedure.

- 1) Staff presentation.
 - Apply the Practical Difficulties Test
- 3) Public Hearing.
- 4) Approve or deny the variance, adding any conditions as necessary.

PRACTICAL DIFFICULTY TEST

The municipal variance standard requires the City to apply a three-factor test for “practical difficulties” consisting of (1) reasonableness, (2) uniqueness, and (3) essential character.

A variance should be granted if strict enforcement of the municipal variance standard as applied to a particular piece of property would cause the landowner a “practical difficulty.” The landowner is generally entitled to the variance if and only if the applicant meets the statutory three-factor test for practical difficulty. If the applicant does not meet all three factors of the statutory test, then a variance should not be granted.

ESTABLISHING THE FINDINGS OF FACT (Based on Answers to Questions on the Variance Checklist)

The applicant has described the proposed project and why a variance is requested in the attached letter and provided answers to the questions in the Variance Checklist:

- A) How does the proposal put your property to use in a reasonable manner?
- B) What are the unique circumstances to the property not created by the landowner?
- C) How will a variance, if granted, not alter the essential character of the locality?

- D) How is granting of a variance in harmony with the purposes and intent of the Zoning Ordinance?
- E) How are the terms of a variance consistent with the Comprehensive Plan?

STAFF REVIEW

This address, 1763 Malvern Street, was established in June of 2020 when two previously consolidated lots at 1767 Malvern were divided. 1763 Malvern was sold to the current owner with the intent of constructing a new house. A garage already existed on the lot. The existing garage is approximately 30' x 20', or about 600 sf. The same owner and applicant built houses and garages on properties at 1821, 1825, 1831, and 1931 Eustis Street in 2019 and 2020. Those garages were smaller (22' x 22' = 484 sf.) than the existing garage at 1763 Malvern Street by about 116 sf.

The proposed house was redesigned with a slightly smaller footprint to try to meet the 30% maximum lot coverage requirement. However, the proposed house combined with the existing larger garage still exceeds the lot coverage requirement by 3.4%. On June 11, 2019, the City Council granted an increase in lot coverage for 1821 Eustis Street of 1.16% and 3.66% for 1831 Eustis Street.

Thus, granting the lot coverage variance request would be consistent with other lot coverage requests up to 35% to accommodate porches, especially porches on the front of the house. Porches, as well as the larger existing garage, are the reasons for the current lot coverage variance request of 3.4% for 1763 Malvern Street, which means a total lot coverage of 33.4%.

ENCLOSURES

- A) Variance application, site plan, and variance checklist.

PUBLIC HEARING

Adjacent property owners received notice of tonight's public hearing.

STAFF RECOMMENDATION

- 1) Motion to direct staff to prepare a resolution of approval for the lot coverage variance request at 1763 Malvern Street for the next meeting.

City of Lauderdale

MAIN 651-792-7650

LAND USE APPLICATION

Date: 12/16/20

Fee Escrow Type of Request

Description of Request

\$100 \$ 0 Lot Consolidation/Division
\$150 \$ 0 ☒ Variance
\$200 \$ 0 Conditional Use
\$500 \$1,000 Zoning Amendment
\$500 \$1,000 Subdivision
\$500 \$1,000 PUD

Increase allowable lot
coverage ~~84~~ of house,
detached garage, and
porch 175 sq ft to
1694 sq ft or 33.4%
at 1763 Malvern
Street.

Applicant Information

Name: Tim Helin
Address: 1485 Hamline Ave. N.
C, S, Z: St Paul MN 55108
Phone: 513-479-1317
Email: tim.helin@gmail.com
Signature: [Signature]

Owner Information (if different)

Name: Michelle Schumacher
Address: 9607 Whistling Valley Trail
C, S, Z: Lake Elmo, MN 55042
Phone: 317-407-2638
Email: dm.schumacher@msn.com
Signature: [Signature]

By signing above, the applicant agrees to pay the application fee and deposit an escrow fee to cover the city's consultants' costs associated with reviewing the associated request. Prior to having the request considered by the city, the applicant must deposit an escrow fee in an amount that is estimated to cover the city's consultants' costs as determined by the city administrator. If the city's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The city shall use the applicant's fees to cover the city's actual consultants' costs in reviewing the request regardless of the city's action on the applicant's request. If the applicant's escrow fees exceed the city's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

Review Timeline: All applications, other than concept plans, must be complete before being formally reviewed. Minnesota Statute provides 15 days to determine the application's completeness. Completeness depends on whether or not the checklist items are fulfilled.

Checklist: Please review the checklist for the type of application you are applying for.

For Office Use Only		PIN#:	
Date of Complete Application:	<u>12-28-20</u>	Amount Paid:	<u>150</u> Receipt #: <u>15069</u>
Escrow Fee Paid:	<u> </u>	Receipt #	<u> </u> Date Escrow Returned: <u> </u>
PC Recommendation:	(approve/deny) Meeting Date: <u> </u>		
Public Hearing Date:	<u>1-12-21</u>	CC Action:	(approved/denied) Meeting Date: <u> </u>
Conditions?	<u> </u>		

Variance Request for 1763 Malvern St.

Description of project and reason for variance request:

We are proposing to build a new single-family home at 1763 Malvern Street, and are requesting a variance to exceed the maximum allowable lot coverage by approximately 175 sq. ft. The proposed new house including its covered porches 1084 sq. ft. and the existing garage is 610 sq. ft. The lot is 5066 sq. ft, 30% of this area is 1519 sq. ft. This variance requests permission increase lot coverage by the house, porches, and garage to 1694 sq. ft.

We are requesting this variance because we would like to build the home that is proposed and sell it at a reasonable price. We feel that the size of the house is not excessive compared to other houses in the neighborhood or compared to other homes we have recently built in the neighborhood. We also feel that it would not be prudent to make the house much smaller as our target buyer is likely a family who will likely be looking to move up into a larger home. We have noticed a trend amongst our buyers that given the cost of new construction right now, it is difficult to build entry level new homes for first time home buyers in close proximity to the center cities of our region, therefore most of our buyers are moving up for more space and different amenities. This makes a home of reasonable size much more marketable. Furthermore, we are trying to keep the sale price as reasonable as possible. Land prices, labor prices, and more recently lumber prices are continuing to drive our costs upwards necessitating controlling costs as much as possible. By using the existing garage on this lot, we were able to justify the purchase of the land at the price that was paid.

What are the unique circumstances of the property not created by the landowner?

The only unique circumstance of this lot is that it had an existing garage that was built on it prior the lot being split and sold separately from the property to which it was formerly attached. This was an attractive feature to us when considering the purchase in that it is in excellent condition. It is however, larger than a garage we would typically propose and pair with a house plan like the one submitted. The size of the garage when coupled with the size proposed house puts us over the allowable lot coverage.

How does your proposal put your property to use in a reasonable manner?

Our proposal puts the property to use in a reasonable manner because it does not propose to deviate from the zoning for the parcel which is single family residential.

How will a variance, if granted, not alter the essential character of the locality?

If granted, this variance will not alter the essential character of the locality in that it requests to exceed maximum allowable square footage by only 175 sq. ft. Of this 175 sq. ft., 134 of it is front and back porch. These porches are unconditioned and unenclosed spaces, yet make the home more inviting and welcoming to passers by and guests to the home. Additionally, the house to the north of this site has a covered front porch setting precedent for this to be allowed. The remaining square footage is covered by a modestly oversized garage. The garage is on the back portion of the property and opens to the alley, it is not excessively tall or excessively wide. Many if not all of the other houses on the block and the block to the west have garages that open to the alley and the scale and type of this one is consistent with the others already on the block.

How is granting of a variance in harmony with the purpose and intent of the Zoning Ordinance?

“The objective of this Title is to regulate the location, height, bulk, size of structures, the size of yards and other open spaces, the density of population and the use of land and buildings for residence, trade, industry, recreation and other activities by establishing standards and procedures regulating such uses to help promote the public health, safety and general welfare of the City. (Zoning Ord. as amd.)”

The granting of this request would serve the purpose of the zoning ordinance in that it is almost entirely in compliance with the letter of the law and completely in compliance with the spirit. The structure itself does not exceed lot coverage requirements, and furthermore, it enhances the general welfare of the city by adding to and increasing the quality of the single family housing stock. The intention of this project is to sell the home to an owner occupant.

How are the terms of a variance consistent with the Comprehensive Plan?

The terms of this variance are consistent with the comprehensive plan in that it removes impediments to building new, high-quality, single family homes in Lauderdale. Improving the long-term quality of Lauderdale’s house stock is in step with the spirit of the comprehensive plan. Additionally, by allowing or even encouraging the construction or improvement of homes with features like front porches and detached garages in the back of the house, the traditional scale and urban feel of the neighborhood is preserved. Finally, encouraging the construction of new single-family homes in areas zoned for this ultimately addresses long term housing affordability by increasing housing supply.

FOR Grace & Keith Dyrud

CERTIFICATE OF SURVEY

(MEASUREMENTS SHOWN IN FEET AND DECIMALS OF A FOOT)

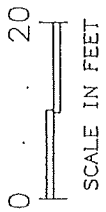
DATE: April 9, 2020

I HEREBY CERTIFY THAT THIS SURVEY, PLAN OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.

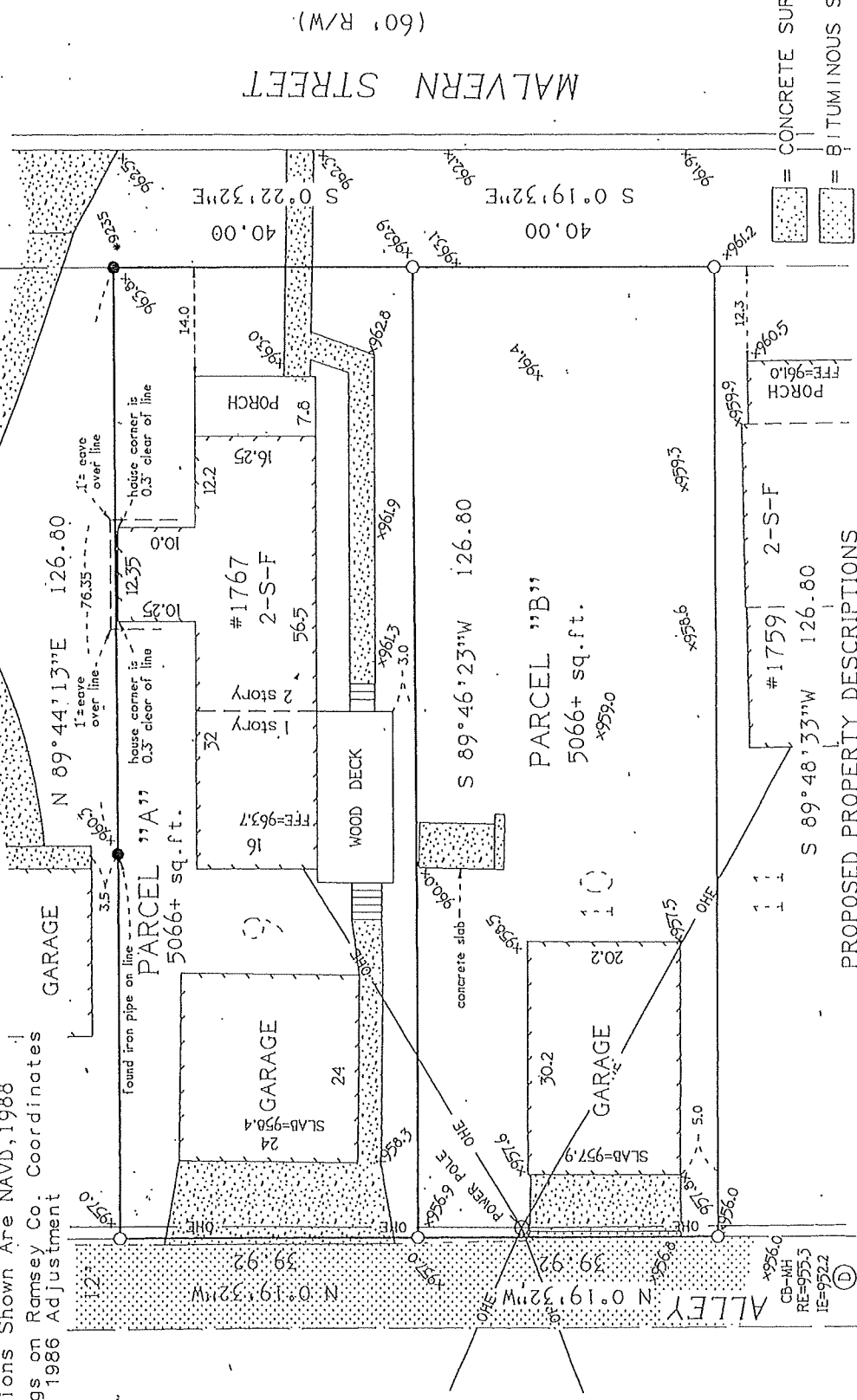
Randy L. Kurth, L.L.S. No. 20270
Russell J. Kurth, L.L.S. No. 16113

Elevations Shown Are NAVD, 1988
Bearings on Ramsey Co. Coordinates
NAD83, 1986 Adjustment

KURTH SURVEYING, INC.
4002 JEFFERSON ST. NE.
COLUMBIA HEIGHTS, MN 55421
PHONE (763) 788-9769 FAX (763) 788-7602
E-MAIL: ksi@kurthsurveyinginc.com



- = IRON PIPE MONUMENT SET
- = IRON PIPE MONUMENT FOUND
- ⊗ = SPIKE SET
- = WOOD FENCE - wpf
- - - = CHAIN LINK FENCE - clf
- x100.1 = EXISTING SPOT ELEVATION



PROPOSED PROPERTY DESCRIPTIONS

PARCEL A - Lot 9, Block 9, Lauderdale's East Side Addition To Minneapolis, Ramsey County, Minnesota
PARCEL B - Lot 10, Block 9, Lauderdale's East Side Addition To Minneapolis, Ramsey County, Minnesota

CERTIFICATE OF SURVEY

Survey for
Tim Helin

SITE PLAN

Property Address:

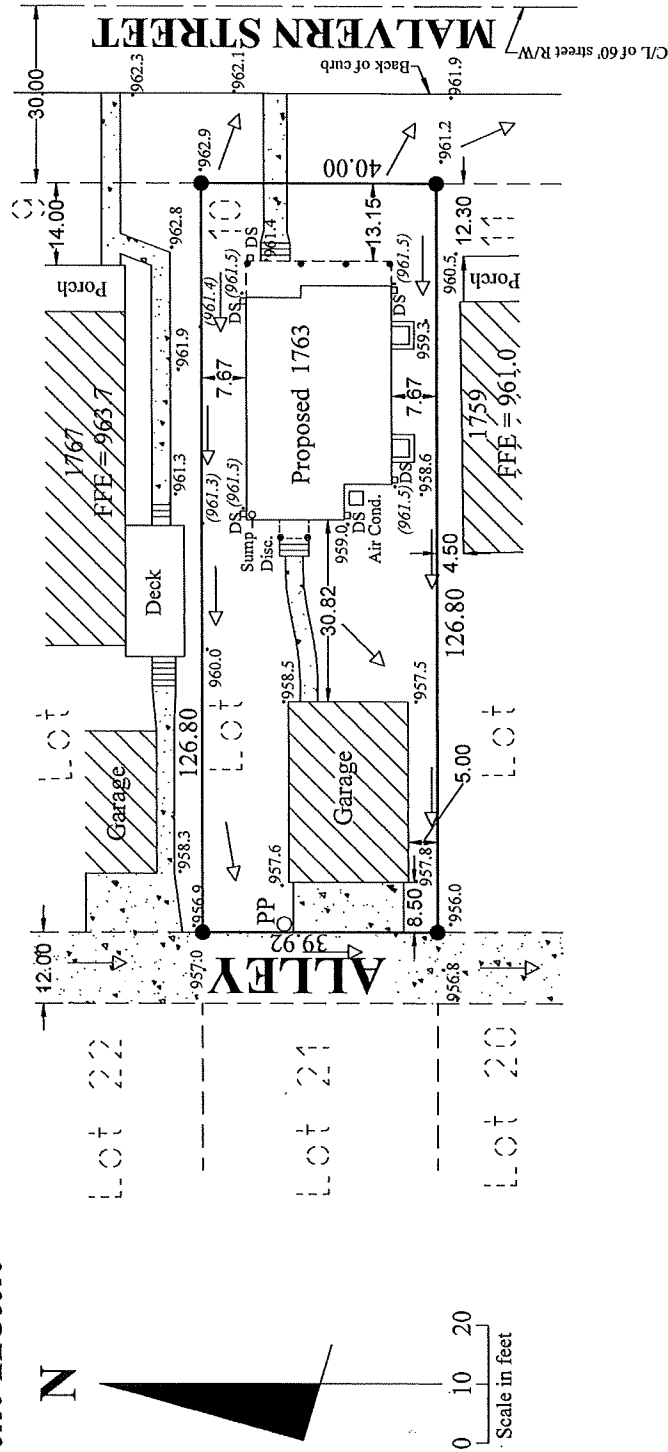
1763 Malvern Street
Lauderdale, MN 55313

SUMMARY OF EXISTING LOT

Gross Lot Area = 5066.93 s.f.
House, porches, & ww = 1084.83 s.f.
Sidewalk and steps = 148.39 s.f.
Garage = 610.40 s.f.
Driveway = 158.95 s.f.
% Hard Surface Lot Coverage = 39.52%

SUMMARY HOUSE FEATURES

Elev. Top of Roof = 989.20
Elev. Second Floor = 974.26
Elev. Main Floor = 963.67
Elev. Top of Foundation Wall = 962.00
Elev. Basement Floor = 953.96
Elev. Top Footing = 953.67
Elev. Bottom Footing = 953.00



I hereby certify that this is a true and correct survey of the boundaries of:

Lot 10, Block 9, Lauderdale's East Side Addition To Minneapolis, Ramsey County, Minnesota.

And of the locations of all buildings thereon and all visible encroachments, if any, from or on said land. As Surveyed by me this 25th day of November, 2020.

Willis L. Gilliard

Willis L. Gilliard, R.L.S., Minn. Reg. No. 9587

Willis L. Gilliard
Civil Engineer and Land Surveyor

PO Box 17, 405 Central Ave. E.
Saint Michael, Minnesota 55376
612-382-0795

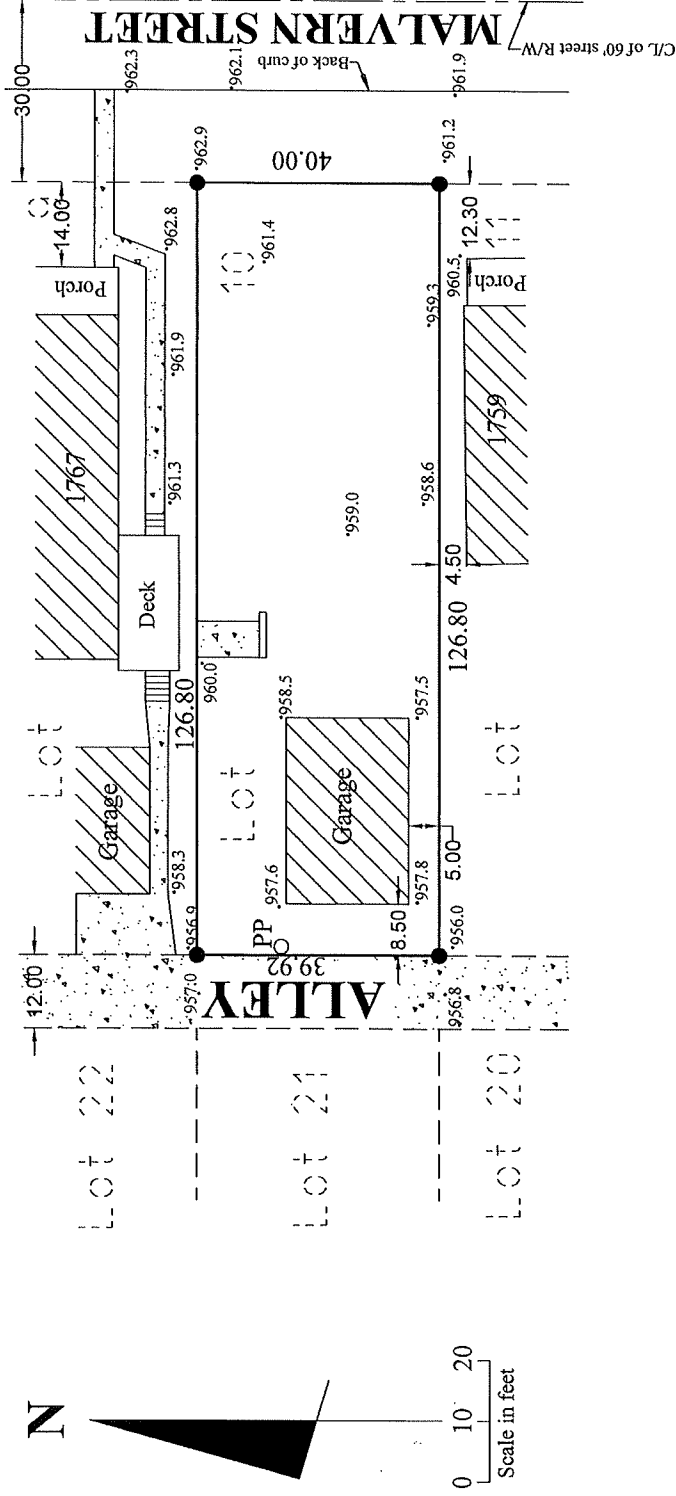
EXISTING LOT FEATURES

Property Address:
1763 Malvern Street
Lauderdale, MN 55313

SUMMARY OF EXISTING LOT
Gross Lot Area = 5066.93 s.f.
Garage = 610.04 s.f.
Concrete = 68.90 s.f.
% Hard Surface Lot Coverage = 13.40%

CERTIFICATE OF SURVEY

Survey for
Tim Helin



I hereby certify that this is a true and correct survey of the boundaries of:

Lot 10, Block 9, Lauderdale's East Side Addition To Minneapolis, Ramsey County, Minnesota.

And of the locations of all buildings thereon and all visible encroachments, if any, from or on said land. As Surveyed by me this 25th day of November, 2020.

Willis L. Gilliard

Willis L. Gilliard, R.L.S., Minn. Reg. No. 9587

Willis L. Gilliard
Civil Engineer and Land Surveyor
PO Box 17; 405 Central Ave. E.
Saint Michael, Minnesota 55376
612-382-0795

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 12, 2021

ITEM NUMBER Bond Sale Results & Res. _____

STAFF INITIAL



APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The bond sale to refinance the Series 2018A General Obligation Tax Increment Revenue Bonds will be held the morning of Tuesday, January 12. The results of the sale will be reported to the City Council during our meeting that evening. At the conclusion of the discussion, the City Council will be asked to adopt a final version of Resolution No. 011221D. A draft is included in the packet for your review.

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 011221D—A Resolution Awarding the Sale of Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A, in the Original Aggregate Principal Amount of \$1,390,000; Fixing their Form and Specifications; Directing their Execution and Delivery; and Providing for their Payment.

Extract of Minutes of Meeting
of the City Council of the
City of Lauderdale, Ramsey County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Lauderdale, Minnesota, was duly held by telephone or other electronic means on Tuesday, January 12, 2021, commencing at 7:00 P.M. The teleconference was held in accordance with Minnesota Statutes, Section 13D.021, and pursuant to a declaration made by the Mayor on March 18, 2020.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A, to be issued in the original aggregate principal amount of \$1,365,000.

The City Administrator presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal of the Bond. The proposals are attached hereto as EXHIBIT A.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. 011221D

**A RESOLUTION AWARDING THE SALE OF TAXABLE
GENERAL OBLIGATION TAX INCREMENT REVENUE
REFUNDING BONDS, SERIES 2021A, IN THE ORIGINAL
AGGREGATE PRINCIPAL AMOUNT OF \$1,365,000; FIXING
THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR
EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR
PAYMENT**

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

Section 1. Sale of the Bond.

1.01. Authorization.

(a) The City has previously established and administers Development District No. 1 (the "Development District") within the City and has established Tax Increment Financing District No. 1-2 (the "TIF District"), a redevelopment district within the Development District, pursuant to Minnesota Statutes, Sections 469.174 through 469.1794, as amended (the "TIF Act"). The City has approved a Tax Increment Financing Plan (the "TIF Plan") for the TIF District. The TIF District was created to help facilitate redevelopment to create additional market rate rental housing, create new commercial uses, and improve the tax base in the City.

(b) Pursuant to Section 469.178, subdivision 2 of the TIF Act, the City is authorized to pledge the tax increment revenues generated by the TIF District to the payment of principal of and interest on general obligation bonds to be issued by the City to pay all or a portion of the public redevelopment costs incurred or to be incurred by the City in the Development District as identified in the TIF Plan.

(c) On May 1, 2018, the City issued its General Obligation Tax Increment Revenue Bonds, Series 2018A (the "Temporary Bond"), in the original aggregate principal amount of \$1,295,000, pursuant to the TIF Act and Minnesota Statutes, Chapter 475, as amended (the "Municipal Debt Act"), including Section 469.178, subdivision 5 of the TIF Act and Section 475.61, subdivision 6 of the Municipal Debt Act, to provide temporary financing for public redevelopment costs incurred or to be incurred by the City in the Development District as identified in the TIF Plan, including land acquisition costs (the "Project"), and to pay costs of issuing the Temporary Bond. The Temporary Bond matures and is payable on February 1, 2021.

(d) The City is authorized by Section 475.67, subdivision 3 of the Municipal Debt Act to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the City Council to be necessary or desirable for the reduction of debt service costs to the City or for the extension or adjustment of maturities in relation to the resources available for their payment.

(e) The City finds it necessary and desirable to extend the maturity of the Temporary Bond in relation to the resources available for their payment to issue its Taxable General

Obligation Tax Increment Revenue Refunding Bonds, Series 2021A (the "Bond"), in the original aggregate principal amount of \$1,365,000, pursuant to the TIF Act and the Municipal Debt Act (together, the "Act"), specifically Section 475.67, subdivision 3. Proceeds of the Bond will be used to refund the Temporary Bond.

(f) The City is authorized by Section 475.60, subdivision 2(6) of the Act to negotiate the sale of the Bond, it being determined, on the advice of bond counsel, that interest on the Bond cannot be represented to be excluded from gross income for purposes of federal income taxation.

1.02. Award to the Purchaser and Interest Rate. The proposal of Robert W. Baird & Co., Inc., Milwaukee, Wisconsin, as syndicate manager (the "Purchaser"), to purchase the Bond of the City is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bond at a price of \$1,356,810 (par amount of \$1,365,000, less underwriter's discount of \$8,190), plus accrued interest, if any, to date of delivery, for the Bond bearing interest at a rate of 0.300% per annum. The true interest cost of the Bond is 0.5010169%.

1.03. Purchase Contract. The sum of \$0, being the amount proposed by the Purchaser in excess of \$1,356,810, shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund, as determined by the City Administrator in consultation with the City's municipal advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bond has been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amount of the Bond. The City will forthwith issue and sell the Bond pursuant to the Act, in the total principal amount of \$1,365,000, originally dated January 27, 2021, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, bearing interest as above set forth, and maturing on February 1, 2024.

1.05. Optional Redemption. The City may elect on January 28, 2021, and on any day thereafter to prepay the Bond. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all of the Bond is called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

Section 2. Registration and Payment.

2.01. Registered Form. The Bond will be issued only in fully registered form. The interest thereon and, upon surrender of the Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. The Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bond is payable on February 1 and August 1 of each year,

commencing August 1, 2021, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bond and the registration of transfers and exchanges of the Bond entitled to be registered, transferred or exchanged.

(b) Transfer of Bond. Upon surrender for transfer of the Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bond. When the Bond is surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. The Bond surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When the Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner’s order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of the Bond sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bond. If the Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for a Bond destroyed, stolen or lost, upon the payment of the reasonable

expenses and charges of the Registrar in connection therewith; and, in the case of the Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. The Bond so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event the Bond is called for redemption, notice thereof identifying the Bond to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of the Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of the Bond. The Bond so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints Bond Trust Services Corporation, Roseville, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon thirty (30) days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and the Bond in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the City Administrator must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bond will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bond ceases to be such officer before the delivery of the Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, the Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on a different Bond need not be signed by the same representative. The executed certificate of authentication on the Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bond has been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bond. The Bond will be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany the Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bond will be payable from the Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the City Administrator as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. Tax increment revenues resulting from increases in taxable valuation of real property in the TIF District (the "Tax Increment Revenues") received by the City from the TIF District are pledged to the Debt Service Fund. There is also appropriated to the Debt Service Fund (i) amounts over the minimum purchase price of the Bond paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (ii) capitalized interest financed from Bond proceeds, if any; and (iii) rounding in the amount of \$3,693.75.

4.02. Redemption Fund. All proceeds of the Bond, less the appropriations made in Section 4.01 hereof and the costs of issuance of the Bond, will be deposited in a separate fund (the "Redemption Fund") to be used solely to pay the Temporary Bond on February 1, 2021. Any balance remaining in the Redemption Fund after the payment in full of the Temporary Bond shall be deposited in the Debt Service Fund herein created for the Bond.

4.03. Tax Increment Revenues. The estimated amount of the Tax Increment Revenues available to pay debt service on the Bond exceeds twenty percent (20%) of the costs of the Project related to the TIF District. The total costs of the Project are estimated to be at least equal to the amount of the Bond.

4.04. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bond, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If a payment of principal of or interest on the Bond becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the City Administrator is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for those advances out of the proceeds of Tax Increment Revenues when received.

4.05. Debt Service Coverage. It is hereby determined that the estimated collection of the Tax Increment Revenues for the payment of principal of and interest on the Bond will produce at least five percent (5%) in excess of the amount needed to meet, when due, the principal and interest payments on the Bond and that no tax levy is needed at this time.

4.06. Prior Debt Service Fund. The debt service fund heretofore established for the Temporary Bond pursuant to the resolution providing for the issuance and sale of the Temporary Bond shall be closed following the payment of the Temporary Bond, and all monies therein shall be transferred to the Debt Service Fund herein created.

4.07. Certificate of County Auditor as to Registration. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor of Ramsey County, Minnesota and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding of Temporary Bond; Findings.

5.01. Purpose of Refunding. Proceeds of the Bond will be used to pay the Temporary Bond on February 1, 2021, thereby providing permanent financing for the Project. It is hereby found and determined that based upon information presently available from the City's municipal advisor, the issuance of the Bond, a portion of which will be used to refund the Temporary Bond, is consistent with covenants made with the holder of the Temporary Bond and is necessary and desirable for the reduction of debt service costs to the City.

5.02. Application of Proceeds of Bond. It is hereby found and determined that the proceeds of the Bond deposited in the Redemption Fund, along with any other funds on hand in the debt service fund established for the Temporary Bond, will be sufficient to pay all of the principal of, interest on and redemption premium (if any) on the Temporary Bond on February 1, 2021.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bond certified copies of proceedings and records of the City relating to the Bond and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bond, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor and the City Administrator are authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bond and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Closing Certificates. The Mayor and the City Administrator are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bond or the organization of the City or incumbency of its officers, at the closing the Mayor and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the City Administrator shall also execute and deliver a certificate as to payment for and delivery of the Bond.

6.04. Electronic Signatures. The electronic signature of the Mayor and/or the City Administrator to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

6.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota, on the closing date for further distribution as directed by the City's municipal advisor, Ehlers and Associates, Inc.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Bond will be initially issued in the form of a separate single typewritten or printed fully registered Bond for the maturity set forth in Section 1.04 hereof. Upon initial issuance, the ownership of the Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to the Bond registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds the Bond as a securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bond, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bond, (ii) the delivery to any Participant or any other person (other than a registered owner of the Bond, as shown by the registration books kept by the Registrar), of any notice with respect to the Bond, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of the Bond, of any amount with respect to principal of, premium, if any, or interest on the Bond. The City, the Registrar and the Paying Agent may treat and consider the person in whose name the Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of the Bond for the purpose of payment of principal, premium and interest with respect to the Bond, for the purpose of registering transfers with respect to the Bond, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bond only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bond to the extent of the sum or sums so paid. No person other than a registered owner of Bond, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bond and notices with respect to the Bond. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bond will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bond that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bond at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue

and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as the Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bond, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bond; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

8.03. Limited Continuing Disclosure. In order to qualify the Bond for limited continuing disclosure under paragraph (d)(2) of Securities and Exchange Commission Rules, Section 15c2-12 (the "SEC Rule"), the City makes the following factual statement and representation: as of the date of delivery of the Bond, the City will not be an obligated person (as defined in paragraph (f) of the SEC Rule) with respect to more than \$10,000,000 in aggregate amount of outstanding municipal securities, including the Bond and excluding municipal securities that were exempt from the SEC Rule pursuant to paragraph (d)(1) thereof.

Section 9. Defeasance. When all of the Bond and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bond will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bond will remain in full force and effect. The City may discharge all of the Bond which is due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If the Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A
PROPOSALS



BID TABULATION

\$1,390,000* Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A

City of Lauderdale, Minnesota

SALE: January 12, 2021

AWARD: BAIRD

Rating: S&P Global Ratings "AA"

Taxable - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin C.L. King & Associates Colliers Securities LLC Crews & Associates, Inc. Davenport & Co. L.L.C. Loop Capital Markets Country Club Bank SumRidge Partners Sierra Pacific Securities Isaak Bond Investments, Inc United Bankers Bank Wintrust Investments, LLC FMS Bonds Inc. Central States Capital Markets Midland Securities First Southern LLC Dinosaur Securities Mountainside Securities LLC Valdes and Moreno Northland Securities, Inc.	2024	0.300%	0.300%	\$1,381,660.00	\$20,896.33	0.5010%
OPPENHEIMER & CO. INC. Philadelphia, Pennsylvania				\$1,383,953.50	\$22,788.28	0.5458%
BNY MELLON CAPITAL MANAGEMENT Pittsburgh, Pennsylvania				\$1,382,424.50	\$24,317.28	0.5828%

* Subsequent to bid opening the issue size was decreased to \$1,365,000.

Adjusted Price - \$1,356,810.00

Adjusted Net Interest Cost - \$20,520.50

Adjusted TIC - 0.5010%

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EXHIBIT B
FORM OF BOND

No. R-_____

\$ _____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF RAMSEY
CITY OF LAUDERDALE

TAXABLE GENERAL OBLIGATION TAX INCREMENT REVENUE REFUNDING BOND
SERIES 2021A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
-------------	-----------------	-----------------------------------	--------------

February 1, 20__

January 27, 2021

Registered Owner: Cede & Co.

The City of Lauderdale, Minnesota, a duly organized and existing municipal corporation in Ramsey County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2021, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by Bond Trust Services Corporation, Roseville, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on January 28, 2021, and on any day thereafter to prepay this Bond. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all of the Bond is called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is issued in the aggregate principal amount of \$1,365,000 pursuant to a resolution adopted by the City Council on January 12, 2021 (the "Resolution"), for the purpose of providing money to refund certain outstanding general obligations of the City, thereby providing permanent financing for public redevelopment costs of projects in Tax Increment Financing District No. 1-2 (the "TIF District") within Development District No. 1 in the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 through 469.1794, as

amended, and Minnesota Statutes, Chapter 475, as amended, including Section 475.67, subdivision 3. The principal hereof and interest hereon are payable from tax increments resulting in increases in the taxable value of real property in the TIF District, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City is irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy ad valorem taxes on all taxable property in the City in the event of any deficiency in tax increment revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bond is issued only as a fully registered Bond in denominations of \$5,000 or any integral multiple thereof of single maturities.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner's attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner's attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Lauderdale, Ramsey County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: January 27, 2021

CITY OF LAUDERDALE, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is the Bond delivered pursuant to the Resolution mentioned within.

BOND TRUST SERVICES CORPORATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

_____ Custodian _____

(Cust) _____ (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program ("STAMP"), the Stock Exchange Medallion Program ("SEMP"), the New York Stock Exchange, Inc. Medallion Signatures Program ("MSP") or other such "signature guarantee program" as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Bond Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address:

(Include information for all joint owners if this Bond is
held by joint account.)

Please insert social security or other identifying
number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

Date of Registration

Registered Owner

Signature of
Officer of Registrar

Cede & Co.
Federal ID #13-2555119

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

I, the undersigned, being the duly qualified and City Administrator of the City of Lauderdale, Minnesota (the “City”), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on January 12, 2021, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City’s Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A, issued in the original aggregate principal amount of \$1,365,000.

WITNESS My hand officially as such City Administrator and the corporate seal of the City this 13th day of January, 2021.

(SEAL)

City Administrator
City of Lauderdale, Minnesota

January 12, 2021

SALE DAY REPORT FOR:

City of Lauderdale, Minnesota

**\$1,365,000 Taxable General Obligation Tax
Increment Revenue Refunding Bonds, Series
2021A**



Prepared by:

Ehlers
3060 Centre Pointe Drive
Roseville, MN 55113

Stacie Kvilvang,
Senior Municipal Advisor

Jason Aarsvold,
Senior Municipal Advisor

Keith Dahl,
Financial Specialist

BUILDING COMMUNITIES. IT'S WHAT WE DO.

COMPETITIVE SALE RESULTS

Purpose: For the purpose of refinancing the 2018A GO TIF bonds for the City.

Rating: S&P Global Ratings "AA"

Number of Bids: 3

Low Bidder: Baird, Milwaukee, Wisconsin

Comparison from Lowest to Highest Bid: (TIC as bid)

Low Bid 0.5010%

High Bid 0.5828%

Interest Difference \$3,421

Summary of Sale Results:

Principal Amount*:	\$1,390,000.00
Underwriter's Discount:	\$8,190
True Interest Cost:	0.5010%
Capitalized Interest:	\$10,283
Costs of Issuance:	\$35,207.00
Yield:	0.300%
Total Net P&I	\$1,367,047

Notes: The Bonds maturing February 1, 2024 and thereafter are callable January 28, 2021 or any date after settlement date.

* Subsequent to bid opening, the issue size was decreased/increased to \$1,365,000.00.

Closing Date: January 27, 2021

City Council Action: Adopt a resolution awarding the sale of \$1,365,000 Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A.

Supplementary Attachments

- | | |
|----------------------------------|---|
| ✓ Bid Tabulation | ✓ Rating Report (provided to City by S & P) |
| ✓ Sources and Uses of Funds | ✓ Bond Resolution (Distributed in City Council Packets) |
| ✓ Updated Debt Service Schedules | |

BID TABULATION

\$1,390,000* Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A

City of Lauderdale, Minnesota

SALE: January 12, 2021

AWARD: BAIRD

Rating: S&P Global Ratings "AA"

Taxable - Non-Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin C.L. King & Associates Colliers Securities LLC Crews & Associates, Inc. Davenport & Co. L.L.C. Loop Capital Markets Country Club Bank SumRidge Partners Sierra Pacific Securities Isaak Bond Investments, Inc United Bankers Bank Wintrust Investments, LLC FMS Bonds Inc. Central States Capital Markets Midland Securities First Southern LLC Dinosaur Securities Mountainside Securities LLC Valdes and Moreno Northland Securities, Inc.	2024	0.300%	0.300%	\$1,381,660.00	\$20,896.33	0.5010%
OPPENHEIMER & CO. INC. Philadelphia, Pennsylvania				\$1,383,953.50	\$22,788.28	0.5458%
BNY MELLON CAPITAL MANAGEMENT Pittsburgh, Pennsylvania				\$1,382,424.50	\$24,317.28	0.5828%

* Subsequent to bid opening the issue size was decreased to \$1,365,000.

Adjusted Price - \$1,356,810.00

Adjusted Net Interest Cost - \$20,520.50

Adjusted TIC - 0.5010%

Lauderdale, Minnesota

\$1,365,000 Taxable G.O. Tax Increment Revenue Refunding Bonds, Series 2021A
Current Refunding of GO TIF Bonds, Series 2018A

Sources & Uses

Dated 01/27/2021 | Delivered 01/27/2021

Sources Of Funds

Par Amount of Bonds	\$1,365,000.00
Total Sources	\$1,365,000.00

Uses Of Funds

Total Underwriter's Discount (0.600%)	8,190.00
Costs of Issuance	35,207.00
Deposit to Capitalized Interest (CIF) Fund	10,283.00
Deposit to Current Refunding Fund	1,307,626.25
Deposit to Debt Service Fund (Rounding)	3,693.75
Total Uses	\$1,365,000.00

Lauderdale, Minnesota

\$1,365,000 Taxable G.O. Tax Increment Revenue Refunding Bonds, Series 2021A
Current Refunding of GO TIF Bonds, Series 2018A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
01/27/2021	-	-	-	-	-
08/01/2021	-	-	2,093.00	2,093.00	-
02/01/2022	-	-	2,047.50	2,047.50	4,140.50
08/01/2022	-	-	2,047.50	2,047.50	-
02/01/2023	-	-	2,047.50	2,047.50	4,095.00
08/01/2023	-	-	2,047.50	2,047.50	-
02/01/2024	1,365,000.00	0.300%	2,047.50	1,367,047.50	1,369,095.00
Total	\$1,365,000.00	-	\$12,330.50	\$1,377,330.50	-

Yield Statistics

Bond Year Dollars	\$4,110.17
Average Life	3.011 Years
Average Coupon	0.3000000%
Net Interest Cost (NIC)	0.4992620%
True Interest Cost (TIC)	0.5010169%
Bond Yield for Arbitrage Purposes	0.2999991%
All Inclusive Cost (AIC)	1.3815981%

IRS Form 8038

Net Interest Cost	0.3000000%
Weighted Average Maturity	3.011 Years

Lauderdale, Minnesota

\$1,365,000 Taxable G.O. Tax Increment Revenue Refunding Bonds, Series 2021A
Current Refunding of GO TIF Bonds, Series 2018A

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
01/27/2021	-	-	-	-	-	-	-
08/01/2021	-	-	2,093.00	2,093.00	(2,093.00)	-	-
02/01/2022	-	-	2,047.50	2,047.50	(2,047.50)	-	-
08/01/2022	-	-	2,047.50	2,047.50	(2,047.50)	-	-
02/01/2023	-	-	2,047.50	2,047.50	(2,047.50)	-	-
08/01/2023	-	-	2,047.50	2,047.50	(2,047.50)	-	-
02/01/2024	1,365,000.00	0.300%	2,047.50	1,367,047.50	-	1,367,047.50	1,367,047.50
Total	\$1,365,000.00	-	\$12,330.50	\$1,377,330.50	(10,283.00)	\$1,367,047.50	-

Lauderdale, Minnesota

\$1,365,000 Taxable G.O. Tax Increment Revenue Refunding Bonds, Series 2021A
Current Refunding of GO TIF Bonds, Series 2018A

Detail Costs Of Issuance

Dated 01/27/2021 | Delivered 01/27/2021

COSTS OF ISSUANCE DETAIL

Municipal Advisor	\$17,500.00
Bond Counsel (Kennedy & Graven)	\$4,500.00
Rating Agency (S&P)	\$12,250.00
Paying Agent (Bond Trust Services)	\$692.00
Ramsey County Fee	\$265.00
TOTAL	\$35,207.00

RatingsDirect®

Summary:

Lauderdale, Minnesota; General Obligation; Tax Increment

Primary Credit Analyst:

Coral Schoonejans, Centennial + 1 (303) 721-4948; coral.schoonejans@spglobal.com

Secondary Contact:

John A Kenward, Chicago + 1 (312) 233 7003; john.kenward@spglobal.com

Table Of Contents

Rating Action

Stable Outlook

Credit Opinion

Related Research

Summary:

Lauderdale, Minnesota; General Obligation; Tax Increment

Credit Profile

US\$1.39 mil taxable GO tax increment rev rfdg bnds ser 2021A dtd 01/27/2021 due 02/01/2024

<i>Long Term Rating</i>	AA/Stable	New
Lauderdale GO imp bnds		
<i>Long Term Rating</i>	AA/Stable	Affirmed
Lauderdale GO TIF bnds		
<i>Long Term Rating</i>	AA/Stable	Affirmed

Rating Action

S&P Global Ratings assigned its 'AA' long-term rating to the City of Lauderdale, Minn.'s \$1.39 million series 2021A general obligation (GO) tax increment revenue refunding bonds. At the same time, S&P Global Ratings affirmed its 'AA' long-term rating on the city's GO bonds outstanding. The outlook is stable.

The city's GO and full faith and credit, which benefits from an unlimited ad valorem tax, secures the 2021A bonds. Proceeds of the bonds will be used to refund the city's series 2018a bonds to extend the series' bullet maturity past the date of a land sale scheduled for mid-2021.

Lauderdale benefits from its location as a Minneapolis suburb, though is relatively small and mostly developed. The tax base is concentrated, but we do not believe the major taxpayers will create significant volatility in the city's net tax capacity. Budgetary performance has been stable and reserves are very strong on a percentage basis, but close to levels that we consider nominally low. The city's manageable debt profile with low fixed costs and rapid amortization is a key credit factor, in our view. Management is well informed, in our opinion, and should help the city maintain its adequate budgetary performance and very strong flexibility and liquidity. Generally, our rating outlook timeframe is as long as two years, but based on the uncertainty regarding the pandemic our view of the credit risks is on the more immediate budgetary effects over the next 12 months.

For our latest U.S. economic forecast, see "Staying Home For The Holidays," published Dec. 2, 2020, on RatingsDirect.

The rating reflects our view of the city's:

- Adequate economy, with access to a broad and diverse metropolitan statistical area (MSA), but a concentrated local tax base;
- Strong management, with good financial policies and practices under our financial management assessment methodology;
- Adequate budgetary performance, with operating results that we expect could deteriorate in the near term relative

to fiscal 2019, which closed with operating surpluses in the general fund and at the total governmental fund level;

- Very strong budgetary flexibility, with an available fund balance in fiscal 2019 of 56% of operating expenditures;
- Very strong liquidity, with total government available cash at 2.6x total governmental fund expenditures and 124.7x governmental debt service, and access to external liquidity we consider strong;
- Adequate debt and contingent liability position, with debt service carrying charges at 2.1% of expenditures and net direct debt that is 142.0% of total governmental fund revenue, as well as rapid amortization, with all debt scheduled to be retired in 10 years; and
- Adequate institutional framework score.

Environmental, social, and governance factors

The rating incorporates our view of the health and safety risks posed by the COVID-19 pandemic, which we consider a social risk factor. Although the scope of economic and financial challenges posed by the pandemic remains unknown, we believe that the city's exposure to pandemic-related risk is in line with that of sector peers. We have also analyzed the city's environmental and governance risks and believe that they align with the sector standard.

Stable Outlook

Downside scenario

If financial performance were to significantly deteriorate, leading to available reserves to decrease to less than \$500,000, we could lower the rating.

Upside scenario

If the city's economic profile were to improve significantly on a sustained basis, we could raise the rating.

Credit Opinion

Adequate economy

We consider Lauderdale's economy adequate. The city, with an estimated population of 2,532, is located in Ramsey County in the Minneapolis-St. Paul-Bloomington MSA, which we consider broad and diverse. The city has a projected per capita effective buying income of 89% of the national level and per capita market value of \$87,519. Overall, the city's market value grew by 6.3% to \$221.6 million in 2019. Weakening Lauderdale's economy is a concentrated local tax base, with the 10 largest taxpayers accounting for 42% of net tax capacity. The preliminary October 2020 county unemployment rate was 4.7%, which was slightly higher than the state's 3.9%.

Lauderdale is a small suburban community consisting of 269 acres approximately five miles northeast of downtown Minneapolis. The city is landlocked, with development likely to occur through redevelopment of existing properties. Residents have access to employment opportunities throughout the Minneapolis-St. Paul MSA. Larger local employers include Twin City Die Casting (185 employees), Bolger Publication (168), and Lutheran Social Services (120). The taxpayer base is concentrated, with an Xcel Energy substation accounting for about 13%. Other significant taxpayers include several apartment complexes, some of which were recently renovated, and three office complexes and

manufacturing facilities. Although the taxpayer base is concentrated, we believe the 10 largest taxpayers are relatively stable and unlikely to exhibit significant volatility in taxable valuation.

Strong management

We view the city's management as strong, with good financial policies and practices under our financial management assessment methodology, indicating our view that financial practices exist in most areas but that governance officials might not formalize or monitor all of them on a regular basis.

Lauderdale employs strong budgeting policies and practices, including conservative revenue and expenditure assumptions and use of historical trend analysis. The budget can be amended if needed and the council receives a detailed monthly report that depicts budget-to-actual results.

The city recently adopted a comprehensive long-term financial plan that extends to 2024 and that officials intend to update annually. Furthermore, the council reviews a 10-year, long-term capital plan annually during the budget process. The capital plan identifies funding sources and uses.

Lauderdale has a formal investment policy with quarterly reporting of holdings to city council. It does not have a debt management policy but adheres to state guidelines.

The city has a formal reserve policy with a minimum balance equal to 45% of the next year's budget to ensure that funds are available for cash flow needs, capital projects, and unexpected shortfalls or emergencies.

Adequate budgetary performance

Lauderdale's budgetary performance is adequate, in our opinion. The city had operating surpluses of 6.0% of expenditures in the general fund and of 8.4% across all governmental funds in fiscal 2019. Our assessment accounts for our expectation that budgetary results could deteriorate somewhat in the near term.

Although budgetary performance has generated net positive results in the past three fiscal years, we believe the uncertainty resulting from the unknown duration of the pandemic and economic challenges stemming from the economic downturn could pose budgetary challenges in the near term.

The general fund benefits from a revenue structure that has historically been stable and predictable, consisting mostly of property taxes (55%) and state aid (37%), referred to as local government aid in Minnesota. While we are not aware of reductions to local government aid, cuts to certain government types have occurred during recessionary times in the past. However, if reductions are made, we believe the city will appropriately manage its budget to decrease expenditures and maintain mostly balanced operations. We note that the city does not collect sales tax or hotel tax revenue, which we would consider more volatile sources.

The city ended fiscal 2019 with a general fund surplus of approximately \$83,000, or 6% of operating expenditures. It routinely transfers \$38,000 in operating revenue to a development fund for future capital needs, which we have removed as an adjustment during our analysis. We also removed one-time grant revenue from the county and expenditures made for street reconstruction from grants and bond proceeds during our analysis of total governmental funds.

Lauderdale approved a balanced \$1.5 million budget for fiscal years 2020 and 2021. Officials report that expenditures are trending in line with the approved budget, after a \$181,000 Coronavirus Aid, Recovery, and Economic Security (CARES) fund allocation and associated expenditures for public safety reimbursements, and they expect a small surplus for fiscal 2020 prior to capital transfers. The city's reserve policy indicates that excess money should be distributed to a capital improvement fund, and management reports that it would like to at least maintain reserves. We believe the city will maintain at least adequate budgetary performance over the next few fiscal years.

Very strong budgetary flexibility

Lauderdale's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2019 of 56% of operating expenditures, or \$789,000. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

Lauderdale maintains a formal policy to maintain fund balance above 45% of the next year's budget. Officials do not plan to draw down the available fund balance over the next few fiscal years. We believe the city will likely maintain very strong budgetary flexibility.

Very strong liquidity

In our opinion, Lauderdale's liquidity is very strong, with total government available cash at 2.6x total governmental fund expenditures and 124.7x governmental debt service in 2019. In our view, the city has strong access to external liquidity if necessary.

Lauderdale had approximately \$4 million in cash and investments available for liquidity purposes as of fiscal year-end 2019. It has demonstrated strong access to the capital markets with a history of issuing GO debt within the past 20 years. Investments are mostly in money markets and certificates of deposit, which we consider nonaggressive. In addition, the city has no direct purchase or variable-rate debt that could pose a liquidity risk, and we believe the liquidity profile will likely remain very strong.

Adequate debt and contingent liability profile

In our view, Lauderdale's debt and contingent liability profile is adequate. Total governmental fund debt service is 2.1% of total governmental fund expenditures, and net direct debt is 142.0% of total governmental fund revenue. All of the direct debt is scheduled to be repaid within 10 years, which is, in our view, a positive credit factor.

Officials plan to pay off the current refunding series by the end of 2021 after the city closes on land for residential redevelopment from a private party, which will likely improve our view of the city's debt burden. The city has no plans for issuing additional debt. As a result, we anticipate that the city's relatively low fixed-cost burden will remain manageable and a credit strength.

Lauderdale's pension contributions totaled 1.9% of total governmental fund expenditures in 2019. The city made its full annual required pension contribution.

Pension and other postemployment benefit (OPEB) liabilities

- We do not believe that pension liabilities represent a medium-term credit pressure, as contributions represent a low share of the budget, and we believe the city has the capacity to absorb higher costs without pressuring operations.
- Lauderdale participates in one multiple-employer, defined benefit pension plan that has seen recent improvements

in funded status, though plan statutory contributions have regularly fallen short of actuarial recommendations. Along with certain plan-specific actuarial assumptions and methods, this introduces some long-term risk of funding volatility and cost acceleration.

- The city does not provide OPEB.

The city participates in the following plan:

- Minnesota General Employees Retirement Fund (GERF): 80.2% funded (as of June 30, 2019), with a city proportionate share of the plan's net pension liability of \$304,000

Total contributions to GERF was 89% of our minimum funding progress metric and were slightly above static funding. Annual contributions are based on a statutory formula that has typically produced contributions lower than the actuarially determined contribution for each plan. In our view, this increases the risk of underfunding over time, if the state legislature does not make adjustments to offset funding shortfalls. Other key risks include a 7.5% rate-of-return assumption, which is significantly above our guidance of 6.0%, indicating some exposure to cost acceleration as a result of market volatility, and an amortization method that significantly defers contributions through a lengthy, closed 30-year amortization period based on a level 3.25% payroll growth assumption. Regardless, costs remain a low share of total spending, and we believe they are unlikely to pressure the city's medium-term operational health.

Adequate institutional framework

The institutional framework score for Minnesota cities with a population between 1,000 and 2,500 and an audit required by state statute is adequate.

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- Through The ESG Lens 2.0: A Deeper Dive Into U.S. Public Finance Credit Factors, April 28, 2020
- 2020 Update Of Institutional Framework For U.S. Local Governments

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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January 6, 2021

City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
Attention: Ms. Heather Butkowski, City Administrator

Re: *US\$1,390,000 City of Lauderdale, Minnesota, (Ramsey County), Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A, dated: January 27, 2021, due: February 01, 2024*

Dear Ms. Butkowski:

Pursuant to your request for an S&P Global Ratings rating on the above-referenced obligations, S&P Global Ratings has assigned a rating of "AA". S&P Global Ratings views the outlook for this rating as stable. A copy of the rationale supporting the rating is enclosed.

This letter constitutes S&P Global Ratings' permission for you to disseminate the above-assigned ratings to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements or to allow the Issuer to comply with its regulatory obligations) will become effective only after we have released the ratings on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable. Any such dissemination shall not be done in a manner that would serve as a substitute for any products and services containing S&P Global Ratings' intellectual property for which a fee is charged.

To maintain the rating, S&P Global Ratings must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. Relevant financial and other information includes, but is not limited to, information about direct bank loans and debt and debt-like instruments issued to, or entered into with, financial institutions, insurance companies and/or other entities, whether or not disclosure of such information would be required under S.E.C. Rule 15c2-12. You understand that S&P Global Ratings relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to: pubfin_statelocalgovt@spglobal.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:
S&P Global Ratings
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

S&P Global Ratings is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing S&P Global Ratings.

Sincerely yours,

S&P Global Ratings
a division of Standard & Poor's Financial Services LLC

kl

enclosures

cc: *Mr. Jason Aarsvold*
Mr. Keith Dahl
Mr. Keith Schmitz
Ms. Silvia Johnson
Ms. Stacie Kvilyang

S&P Global Ratings
Terms and Conditions Applicable To Public Finance Credit Ratings

General. The credit ratings and other views of S&P Global Ratings are statements of opinion and not statements of fact. Credit ratings and other views of S&P Global Ratings are not recommendations to purchase, hold, or sell any securities and do not comment on market price, marketability, investor preference or suitability of any security. While S&P Global Ratings bases its credit ratings and other views on information provided by issuers and their agents and advisors, and other information from sources it believes to be reliable, S&P Global Ratings does not perform an audit, and undertakes no duty of due diligence or independent verification, of any information it receives. Such information and S&P Global Ratings' opinions should not be relied upon in making any investment decision. S&P Global Ratings does not act as a "fiduciary" or an investment advisor. S&P Global Ratings neither recommends nor will recommend how an issuer can or should achieve a particular credit rating outcome nor provides or will provide consulting, advisory, financial or structuring advice. Unless otherwise indicated, the term "issuer" means both the issuer and the obligor if the obligor is not the issuer.

All Credit Rating Actions in S&P Global Ratings' Sole Discretion. S&P Global Ratings may assign, raise, lower, suspend, place on CreditWatch, or withdraw a credit rating, and assign or revise an Outlook, at any time, in S&P Global Ratings' sole discretion. S&P Global Ratings may take any of the foregoing actions notwithstanding any request for a confidential or private credit rating or a withdrawal of a credit rating, or termination of a credit rating engagement. S&P Global Ratings will not convert a public credit rating to a confidential or private credit rating, or a private credit rating to a confidential credit rating.

Publication. S&P Global Ratings reserves the right to use, publish, disseminate, or license others to use, publish or disseminate a credit rating and any related analytical reports, including the rationale for the credit rating, unless the issuer specifically requests in connection with the initial credit rating that the credit rating be assigned and maintained on a confidential or private basis. If, however, a confidential or private credit rating or the existence of a confidential or private credit rating subsequently becomes public through disclosure other than by an act of S&P Global Ratings or its affiliates, S&P Global Ratings reserves the right to treat the credit rating as a public credit rating, including, without limitation, publishing the credit rating and any related analytical reports. Any analytical reports published by S&P Global Ratings are not issued by or on behalf of the issuer or at the issuer's request. S&P Global Ratings reserves the right to use, publish, disseminate or license others to use, publish or disseminate analytical reports with respect to public credit ratings that have been withdrawn, regardless of the reason for such withdrawal. S&P Global Ratings may publish explanations of S&P Global Ratings' credit ratings criteria from time to time and S&P Global Ratings may modify or refine its credit ratings criteria at any time as S&P Global Ratings deems appropriate.

Reliance on Information. S&P Global Ratings relies on issuers and their agents and advisors for the accuracy and completeness of the information submitted in connection with credit ratings and the surveillance of credit ratings including, without limitation, information on material changes to information previously provided by issuers, their agents or advisors. Credit ratings, and the maintenance of credit ratings, may be affected by S&P Global Ratings' opinion of the information received from issuers, their agents or advisors.

Confidential Information. S&P Global Ratings has established policies and procedures to maintain the confidentiality of certain non-public information received from issuers, their agents or advisors. For these purposes, "Confidential Information" shall mean verbal or written information that the issuer or its agents or advisors have provided to S&P Global Ratings and, in a specific and particularized manner, have marked or otherwise indicated in writing (either prior to or promptly following such disclosure) that such information is "Confidential."

S&P Global Ratings Not an Expert, Underwriter or Seller under Securities Laws. S&P Global Ratings has not consented to and will not consent to being named an "expert" or any similar designation under any applicable securities laws or other regulatory guidance, rules or recommendations, including without limitation, Section 7 of the U.S. Securities Act of 1933. S&P Global Ratings has not performed and will not perform the role or tasks associated with an "underwriter" or "seller" under the United States federal securities laws or other regulatory guidance, rules or recommendations in connection with a credit rating engagement.

Disclaimer of Liability. S&P Global Ratings does not and cannot guarantee the accuracy, completeness, or timeliness of the information relied on in connection with a credit rating or the results obtained from the use of such information. S&P GLOBAL RATINGS GIVES NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS

FOR A PARTICULAR PURPOSE OR USE. S&P Global Ratings, its affiliates or third party providers, or any of their officers, directors, shareholders, employees or agents shall not be liable to any person for any inaccuracies, errors, or omissions, in each case regardless of cause, actions, damages (consequential, special, indirect, incidental, punitive, compensatory, exemplary or otherwise), claims, liabilities, costs, expenses, legal fees or losses (including, without limitation, lost income or lost profits and opportunity costs) in any way arising out of or relating to a credit rating or the related analytic services even if advised of the possibility of such damages or other amounts.

No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 12, 2021

ITEM NUMBER 1795 Eustis Salvage Agreement.

STAFF INITIAL

AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As you may recall, there has been a lot of interest around preserving as much of the former Lauderdale School as possible. It is a neat structure with a lot of beautiful old woodwork. The hard part is removing what is of value and finding new homes for the items. That is out of the City's area of expertise.

In the past, staff spoke with two salvage companies about the premises. Both were interested in the opportunity to salvage the building but only one was able to compensate the City. Staff worked with the city attorney to draft an agreement with Bauer Brothers of Minneapolis. They would remove the following items if they had resale value: wooden trim, railings, doors, flooring, cabinetry, bathroom fixtures, drinking fountains, emergency signage, windows, lighting, chalkboards, and heating and cooling units.

If the Council approves, we will let the community know so they can connect with Bauer Bros. if they are interested.

OPTIONS:

STAFF RECOMMENDATION:

Motion to enter into the *Salvage Agreement* with Bauer Bros., Inc. as presented.

SALVAGE AGREEMENT

This Salvage Agreement (the "Agreement") is entered into as of the Effective Date by and between Bauer Bros., Inc., a Minnesota corporation, having its primary place of business at 2432 N 2nd Street Minneapolis, Minnesota (the "Contractor"), and the city of Lauderdale, Minnesota, a Minnesota municipal corporation having its offices at 1891 Walnut Street, Lauderdale, MN 55113 (the "City"). Both the Contractor and the City may be referred to, from time to time, individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the City desires the Contractor to perform certain work and services, hereinafter referred to only as the "Services", set forth in Section 1, Scope of Work; and

WHEREAS, the Contractor has expressed a willingness to perform said Services, specified in said Scope of Work; and

WHEREAS, the Contractor represents it has the skill, knowledge, experience, and ability to perform the Services.

NOW, THEREFORE, for and in consideration of the covenants and promises made one to the other herein, the City and the Contractor agree as follows:

Section 1. Scope of Work. Upon issuance of a written notice to proceed by the City, the Contractor agrees to remove salvageable material (the "Product") currently existing on the property of 1795 Eustis Street Lauderdale, MN 55113 (the "Property"). The salvageable materials include: wooden trim, railings, doors, flooring, cabinetry, bathroom fixtures, drinking fountains, emergency signage, windows, lighting, chalkboards, and heating and cooling units that are in reusable condition as determined by the Contractor.

Section 2. Term of Agreement. The term of this Agreement shall begin on the last date of execution by the second Party hereto (the "Effective Date") and shall continue until the Contractor completes the Services required herein to the satisfaction of the City, unless sooner terminated as provided in Section 10.

Section 3. Obligations & Responsibilities.

The Contractor shall:

- A. devote such time as reasonably necessary for the satisfactory performance of the Services to be provided under this Agreement;
- B. furnish and pay for all labor, tools, materials, equipment, supplies, transportation and management necessary to perform the Services;
- C. abide by all federal, state, and local laws and regulations in providing the Services. This includes conformance with all applicable environmental, health and safety-related

regulations and guidelines proffered by the Minnesota Pollution Control Agency and pertaining to the Product;

- D. exercise professional judgment, made on the basis of all information available to the Contractor, and to use the same standard of care and skill ordinarily exercised in similar circumstances by other contractors performing comparable services in the Twin Cities metropolitan area. This standard of care shall be judged as of the time and place the Services are rendered; and
- E. adhere to any applicable site safety procedures and regulations as well as any special safety concerns or dangerous conditions at the site, which the Contractor shall communicate to its employees. The Contractor, its employees, and agents will be obligated to adhere to such procedures and regulations once notice has been given. The site is known to have asbestos and other hazardous materials as described in the *Pre-Demolition Asbestos/HAZMAT Survey*, dated February 23, 2018, which is hereby incorporated into this Agreement. The City acknowledges that Contractor is not qualified or licensed to identify, remove, or abate hazardous materials and so this Agreement does not contemplate or authorize such activity.

The City shall:

- A. designate in writing the person or persons with authority to act in the City's behalf on all matters concerning the Services to be performed by the Contractor.
- B. if requested by the Contractor, furnish to the Contractor any existing information then-available to the City which may be necessary for performance of the Services. The Contractor will be entitled to use and rely upon all such information.
- C. provide the Contractor access to the Property to perform the Services.

Section 4. Time For Performance.

- A. The Contractor shall perform all Services as provided for under this Agreement in a proper, efficient and professional manner in accordance with the City requirements. Such services shall be completed within 40 days after the Contractor's receipt of written notification to proceed from the City. This timeframe may be extended by the City's designated authority.
- B. The Contractor's Services will be considered complete at the earlier of (i) the date when the Contractor's Services are approved by the City or (ii) 15 days after the date when the Contractor notifies the City of its completion of Services if the Contractor is not notified in writing within such 15-day period of a material defect in such Services.

Section 5. Payment. In consideration for the Products, the Contractor shall remit \$3,500.00 to the City. The Contractor expressly agrees that, other than the aforementioned consideration, all Services referenced in Section 1 of this Agreement shall be provided free of charge. Any claims for extra Services, additional Services, or changes in the Services, irrespective of whether such Services are free of charge, must be made by written agreement with the City prior to the

performance of such Services. A down payment of \$1,750.00 will be paid upon commencement of the work with the remaining balance due upon completion of the removals.

Section 6. Independent Contractor. It is understood and agreed by and between the Parties that the Contractor, in satisfying the conditions of this Agreement, is acting as an independent contractor, and that the City assumes no responsibility or liabilities to any third party in connection with the Contractor's actions. The Contractor shall supervise the performance of the Services and shall be entitled to control the manner and means by which the Services are to be performed, subject to the terms of this Agreement. There is no intended third party beneficiary to this Agreement.

Section 7. Insurance.

A. The Contractor shall during the term hereof maintain in full force and effect the following insurance:

(i) a comprehensive general liability policy of insurance for bodily injury, death and property damage insuring against all claims, demands or actions relating to the Contractor performance of Services pursuant to this Agreement with a minimum combined single limit of not less than \$1,500,000.00 per occurrence and \$2,000,000 in the aggregate for injury to persons (including death) and property damage;

(ii) A policy of automobile liability insurance covering any vehicles owned and/or operated by the Contractor, its officers, agents, and employees, and used in the performance of this Agreement with policy limits of not less than \$1,500,000.00 combined single limit and aggregate for bodily injury (including death) and property damage; and

(iii) statutory Worker's Compensation Insurance at the statutory limits and Employers Liability covering all of the Contractor's employees involved in the provision of the Services under this Agreement with policy limit of not less than \$1,500,000.00.

B. All insurance and certificate(s) of insurance shall contain the following provisions: (1) name the City as additional insured as to all applicable coverage with the exception of Workers Compensation Insurance; (2) provide for at least thirty (30) days' prior written notice to the City for cancellation or non-renewal of the insurance; (3) provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance. The Contractor shall provide written notice to the City of any material change of or to the insurance required herein.

C. All insurance companies providing the required insurance shall be authorized to transact business in Minnesota.

D. A certificate of insurance evidencing the required insurance and all endorsements shall be submitted prior to commencement of the Services.

Section 8. Indemnification. The City shall not be liable for any loss, damage, or injury of any kind or character to any person or property arising from the Services of the Contractor pursuant to this Agreement. The Contractor hereby waives all claims against the City, its officers and employees (collectively referred to in this section as “the City”) for damage to any property or injury to, or death of, any person arising at any time and from any cause other than the negligence or willful misconduct of the City or breach of the City obligations hereunder. The Contractor agrees to indemnify and hold harmless the City from any damages (including court costs and reasonable attorneys’ fees) and actions of any kind by reason of injury to or death of any person or damage to or loss of property to the extent caused by the Contractor’s negligent performance of the Services under this Agreement or by reason of any willful or negligent act or omission on the part of the Contractor, its officers, directors, employees, agents, successors or permitted assigns (except when such liability, claims, suits, costs, injuries, deaths or damages arise from or are attributed to negligence of the City, in whole or in part, in which case the Contractor shall indemnify the City only to the extent or proportion of negligence attributed to professional as determined by a court or other forum of competent jurisdiction). This provision shall survive the termination of this Agreement. Nothing in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to the City.

Section 9. Assumption of Risk. The Contractor assumes all risks associated with this Agreement and the Product, along with its removal and use following said removal, including, but not limited to, any and all risks created by those conditions described in the aforementioned *Pre-Demolition Asbestos/HAZMAT Survey*. This assumption of risk includes all risks and liabilities whatsoever resulting from the Contractor’s removal of the Product from the Property, transporting the Product, and the Contractor’s subsequent possession, use, or disposition of the Product. Upon the commencement of the Contractor’s removal of the Product, the City shall have no liability with respect to the Product, including any liability for direct, indirect, incidental, or consequential damages caused thereby including, but not limited to, its removal or transport.

Section 10. Termination. Either Party may immediately terminate this Agreement on 5 calendar days’ written notice to the other Party, for any reason or for no reason at all.

Section 11. Assignment. The Contractor shall not assign or sublet this Agreement, or any part thereof, without the prior written consent of the City.

Section 12. Applicable Laws; Venue; Jurisdiction. The Contractor shall be subject to all federal, state, county and municipal laws, ordinances, regulations, safety orders, resolutions and building codes relating or applicable to the Services to be performed under this Agreement. The laws of Minnesota shall govern this Agreement; and venue for any action concerning this Agreement shall be in the State District Court of Ramsey County, Minnesota. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

Section 13. Merger; Amendments. This Agreement contains the entire understanding of the Parties with respect to the subject matter hereof and there are no oral understandings, statements or stipulations bearing upon the meaning or effect of this Agreement which have not been merged and incorporated herein. This Agreement may only be modified, amended, supplemented or waived by a written instrument executed by the Parties except as may be otherwise provided therein.

Section 14. Severability. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions, and the Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in it. If the invalid, unenforceable, or illegal provision results in impossibility of performance or materially frustrates the purpose of this Agreement, the Agreement may be terminated by written consent of both Parties without further obligations.

Section 15. Data Practices. Data provided, produced or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. The Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. The Contractor agrees to promptly respond to inquiries from the City concerning data requests.

Section 16. Records/Inspection. Pursuant to Minnesota Statutes § 16C.05, Subd. 5, the Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, that are relevant to this Agreement, are subject to examination by the City and the state auditor or legislative auditor for a minimum of six years. The Contractor shall maintain such records for a minimum of six years after final payment made under this Agreement. The parties agree that this obligation will survive the completion or termination of this Agreement.

Section 17. Notice. Any notice required or permitted to be delivered hereunder may be sent by first class mail, overnight courier or by confirmed telefax or facsimile to the address specified below, or to such other Party or address as either Party may designate in writing, and shall be deemed received three days after delivery set forth herein:

If to the City:

The City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
Attn: The City Administrator

If to the Contractor:

Bauer Brother Salvage
2432 N 2nd Street
Minneapolis, Minnesota
Attn: Jeff Bauer

(Signature page follows)

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the below date.

THE CITY OF LAUDERDALE

By _____
Mary Gaasch, mayor

By _____
Heather Butkowski, city administrator-clerk

BAUER BROS., INC.

By _____

Its _____

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 12, 2021

ITEM NUMBER Committee Assignments

STAFF INITIAL

JB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council determines committee assignments and makes other designations at the first meeting of the year. The following document has the committee assignments and designations from last year. The notable exception is the need to appoint a council member to the North Suburban Cable Commission that Councilmember Dolphin previously filled. Staff carried over the assignments from 2020 to 2021 and will make changes based on the outcome of the discussion.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt committee assignments and designations as discussed.

CITY OF LAUDERDALE 2021 APPOINTMENTS

	2020	2021
Mayor Pro Tem	Dains	Dains
Bank Signatories	Gaasch Dains Butkowski	Gaasch Dains Butkowski
Building Official: Residential	David Hinrichs	David Hinrichs
Building Official: Commercial	Duane Grace	Duane Grace
Data Practices Officer	Butkowski	Butkowski
Data Practices Compliance Officer	City Attorney	City Attorney
LMC	Council: Moffatt Staff: Butkowski	Council: Moffatt Staff: Butkowski
Metro Cities	Council: Gaasch Staff: Butkowski	Council: Gaasch Staff: Butkowski
MWMO	Dains Alt: Gaasch	Dains Alt: Gaasch
NSCC	Council: Dolphin Alt: Moffatt	Council: _____ Alt: Moffatt
Community Events	Dog Park: Gaasch Day in the Park: Grove Halloween: Grove	Dog Park: Gaasch Day in the Park: Grove Halloween: Grove
Police Liaison	Council: Gaasch Staff: Butkowski	Council: Gaasch Staff: Butkowski
RCLLG	Council: Grove Alt: Gaasch	Council: Grove Alt: Gaasch

St. Paul Regional Water Service	Dains	Dains
SRA	Council: Moffatt Alt: Butkowski	Council: Moffatt Alt: Butkowski
Zoning Admin.	Bownik	Bownik
City Engineer	Stantec	Stantec
City Civil Attorney	Kennedy & Graven	Kennedy & Graven
City Pros. Attorney	Joseph Law	Joseph Law
Official Newspaper	<i>Pioneer Press</i>	<i>Pioneer Press</i>

NOTE: Any councilor may attend LMC, Metro Cities, or RCLLG Meetings.

Committees & Commissions

Mayor Pro Tem: The council member that will preside over the meeting in the mayor's absence.

League of Minnesota Cities (LMC): As a LMC member city, the City receives many services, the two most important being training and representation at the Capitol. The City also purchases insurance through the League's Insurance Trust. There are many different types of LMC meetings and trainings happening year round. All council members are able to get involved. The duty of the LMC appointee is to vote on the City's behalf at the annual meeting, if present.

Metro Cities: Metro Cities represents the interests of member cities in the seven county metropolitan area, primarily representing cities before the Metropolitan Council and at the Capitol. The primary duty of the appointee is to vote on the City's behalf at the annual meeting.

Mississippi Water Management Organization (MWMO): The City is one member of a joint powers board that manages and monitors the storm water quality in the Middle Mississippi Watershed area. The MWMO covers the southwest part of the city (south of Larpenteur Avenue and west of Eustis Street).

North Suburban Cable Commission (NSCC): The City is one of nine northern suburbs that jointly administer cable franchise agreements with Comcast and CenturyLink. The commission also oversees the operation of the local access stations and the institutional network. The board meets the first Thursday evening of each month at the cable commission office in Roseville.

Police Liaison: The police liaison meets with the St. Anthony Police Chief as needed.

Ramsey County League of Local Governments (RCLLG): Ramsey County cities, school districts, and special districts meet monthly to network and learn through common issues. Meetings are held in the evening on the third Thursday of the month at alternating locations in Ramsey County. Each meeting is organized around a topic or trainer.

Suburban Rate Authority (SRA): The Suburban Rate Authority consists of metro communities in a joint powers arrangement that collectively work together to represent municipal interests in dealings with public utility providers like Xcel Energy and CenterPoint Energy. The group also provides a voice for rate payers when the Public Utilities Commission and utility providers negotiate rate increases and service changes. The committee meets quarterly (third Wednesday) at member city locations.

Heather Butkowski
City of Lauderdale

Heather –

Thank you for the opportunity to bid on the public notice publications for the City of Lauderdale.

The Saint Paul Pioneer Press is a Daily Newspaper located in Saint Paul, MN, primarily serving Ramsey, Dakota, Washington, and Anoka counties and Western Wisconsin.

Our Legal Publication rates for all notices for 2021 are as follows:

\$6.30 per column inch per publication *(this = \$0.45 per line, there are 14 lines per column inch)

Our circulation number below is for Sunday Full Run, however you can publish a notice any day of the week.

Full Run – 167,899

*All notices will be published full run.

Deadline to submit a standard text notice is 12pm the day prior to the day you'd like your notice to run. Friday at 12pm is the deadline to submit a notice running on Saturday, Sunday, or Monday. If your notice includes a chart, graph, map, financial report or any special formatting, the deadline is 12pm **two** days prior to the publication day, and Thursday at 12pm for a Saturday, Sunday, or Monday publish date. All legal notices should be emailed to Emily Kunz ekunz@pioneerpress.com and legals@pioneerpress.com after doing so, you'll be sent an email confirming receipt of your information and you'll be contacted shortly. You will be emailed a proof (which includes the cost). An affidavit will be emailed after the notice publishes. *Holidays will have early print deadlines.

Thank you for considering the Saint Paul Pioneer Press as the official legal newspaper for the City of Lauderdale. Please let me know if you have any questions, we look forward to partnering with you.

Thank you,

Emily Kunz – Advertising
ekunz@pioneerpress.com



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

| January 1, ~~2018~~2021 - December 31, ~~2020~~2022

Table of Contents

ARTICLE 1: RECOGNITION.....	3
ARTICLE 2: DEFINITIONS.....	3
ARTICLE 3: NON-DISCRIMINATION.....	4
ARTICLE 4: UNION SECURITY.....	4
ARTICLE 5: MEET AND CONFER.....	6
ARTICLE 6: SENIORITY.....	6
ARTICLE 7: DISCIPLINE.....	8
ARTICLE 8: GRIEVANCE PROCEDURE.....	9
ARTICLE 9: NO STRIKE-NO LOCKOUT.....	11
ARTICLE 10: WORK SCHEDULES.....	11
ARTICLE 11: OVERTIME AND COMPENSATORY TIME.....	12
ARTICLE 12: BENEFIT ELIGIBILITY.....	13
ARTICLE 13: HOLIDAYS.....	14
ARTICLE 14: VACATION.....	14
ARTICLE 15: INSURANCE.....	15
ARTICLE 16: WAGES.....	17
ARTICLE 17: AUTO-ALLOWANCE.....	17
ARTICLE 18: UNIFORMS.....	17
ARTICLE 19: SICK LEAVE.....	18
ARTICLE 20: FUNERAL LEAVE.....	19
ARTICLE 21: LEAVE OF ABSENCE WITHOUT PAY.....	19
ARTICLE 22: COURT DUTY.....	19
ARTICLE 23: MILITARY LEAVE.....	19
ARTICLE 24: ELECTION DAYS.....	19
ARTICLE 25: SCOPE OF AGREEMENT.....	20
ARTICLE 26: DURATION.....	20
ARTICLE 27: SAVINGS CLAUSE.....	21

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 parents, children, siblings, grandparents, grandchildren, similarly related step relations and in-laws.
- 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. STEWARDS - 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.

Employees hired before April 26, 2016 may carry over twice their annual vacation-earning rate up to 320 hours.

Employees hired after April 26, 2016 may carry over twice their annual rate of vacation up to 240 hours. Any unused vacation time in excess of this amount will be forfeited unless other provisions are made by the city Administrator. 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. Fifty percent of the vacation leave accrual will be contributed to the health care savings plan upon 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, ~~2018~~, 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 one thousand thirty-five (\$1,035) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Effective January 1, ~~2019~~2021, 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 one thousand one-hundred eighty-five dollars (~~\$1,085~~\$1,185) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Effective January 1, ~~2020~~2022, 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 one thousand ~~one~~two hundred thirty-five dollars (~~\$1,135~~\$1,235) 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 and the Union mutually agree to re-open this contract ~~annually in the years 2018-2019~~ to negotiate health insurance costs/contributions for the years of ~~2019-2020~~2022. The re-opener is exclusive to Article 15. Should the parties fail to reach an agreement on the terms of Article 15 though good-faith negotiations, the parties mutually agree to refer the issue to interest based arbitration.

The Employer and the Union further agree to engage in labor-management discussions and planning with regard to future citywide health insurance offerings.

In the event health insurance provisions of this agreement fail to meet the requirements of the Affordable Care Act and its related regulations, the Union and the Employer will meet immediately to negotiate alternative provisions. Should the Affordable Care Act and/or changes to the Affordable Care Act and its related regulations cause the Employer to be subject to a penalty, tax, or fine, the Union and the Employer will immediately meet and, upon written mutual agreement of the parties, negotiate alternative provisions.

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.

~~2018~~2021 Pay Increase: Employees shall receive a 3% pay increase effective January 1, ~~2018~~2021.

~~2019~~2022 Pay Increase: Employees shall receive a 3% pay increase effective January 1, ~~2019~~2022.

~~2020 Pay Increase: Employees shall receive a 3% pay increase effective January 1, 2020.~~

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 accrue for regular full-time employees hired before April 26, 2016 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 April 26, 2016 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.

1. When an employee is unable to perform work duties due to illness or disability (including pregnancy).

2. For medical, dental or other care provider appointments.

3. When an employee has been exposed to a contagious disease of such a nature that his/her presence at the work place could endanger the health of others.

4. To care for the employee's injured or ill children, including stepchildren or foster children, of such reasonable periods as the employee's attendance with the child may be necessary.

5. To take children, or other family members to medical, dental or other care provider appointments.

6. To care for an ill spouse, father, mother, sister or brother.

C. 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.

D. 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.

E. 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. The contributions will be processed the first payroll in December.

Employees that qualify for the sick leave benefit noted in Section D will contribute one hundred percent of the benefit to the HCSP upon separation.

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, ~~2018~~2021 and shall continue in full force and effect up to and including December 31, ~~2020~~2022.
- 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, ~~2020~~2022 for wages and conditions of employment for calendar year ~~2021~~2023 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: _____

Dane Ryan, AFSCME Co. 5, Field Representative

By: _____ Dated: _____

Melinda Pearson, AFSCME Co. 5, Field Director

By: _____ Dated: _____

James Bownik, Lauderdale, Steward AFSCME Local 2725

CITY OF LAUDERDALE

By: _____ Dated: _____

Mary Gaasch, Mayor, City of Lauderdale

By: _____ Dated: _____

Heather Butkowski, City Administrator, City of Lauderdale