

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:30 P.M. TUESDAY, DECEMBER 10, 2013**  
**LAUDERDALE CITY HALL, 1891 WALNUT STREET**

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

1. **CALL THE MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVALS**
  - a. Agenda
  - b. Minutes of the November 26, 2013 City Council Meeting
  - c. Claims Totaling \$97,361.69
4. **CONSENT**
  - a. Sanitary Sewer Fund Transfer – Resolution 121013A
  - b. 2014 City Council Schedule
  - c. Personnel Policy Updates
  - d. Non-union Staff Compensation
  - e. Warming House Staff Appointments
  - f. Purchase Council Dais Chairs
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. Bulky Waste Collection Report – Susan Young, Foth
7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEMS**
  - a. 2014 Budget and Levy – Resolution 121013B
  - b. Larpentour Avenue Pedestrian Improvement Project
  - c. Application for a Non-Domestic Animal Permit
  - d. Donation from the Chinese Christian Church
  - e. Joint Powers Agreement with Ramsey County for CAD Services
  - f. Fire Contract with Falcon Heights
  - g. Eureka! Recycling Contract Extension
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**

**11. SET AGENDA FOR NEXT MEETING**

- a. Cable Franchise Renewal Update – Cor Wilson
- b. Annual Designation of Official Newspaper
- c. 2014 Investment Policy
- d. Designating Official Depository and Investment Institutions
- e. 2014 Fee Schedule
- f. 2014 Investment Policy
- g. Appointments and Committee Assignments

**12. WORK SESSION**

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

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

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

- b. 2430 Larpenteur Avenue – Phase 2 Environmental Assessment
- c. Tobacco Ordinance Revisions
- d. Snow Commotion
- e. Community Development Update

**13. ADJOURNMENT**

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

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November 26, 2013

Mayor Dains called the City Council meeting to order at 7:37 p.m.

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

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

**Mayor Dains asked for changes to the meeting agenda. No additional items were added. Councilor Grove moved to approve the agenda. Councilor Mac Lean seconded the motion and it passed unanimously.**

**Councilor Hawkinson moved to approve the November 12, 2013 City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.**

**Councilor Grove moved approval of the claims totaling \$33,196.90. Councilor Gaasch seconded the motion and it passed unanimously.**

**Councilor Mac Lean moved adoption of the Consent Agenda approving the establishment of the 2014 recycling, sanitary sewer and storm sewer fees via Resolution 112613A, approval of the conditional use permit for 2520 Broadway via Resolution 112613B, the 2014-15 Union Contract, the St. Paul Regional Water Board Agreement, the application for the 2014 SCORE Grant for Recycling via Resolution 112613C, and the PCIC Minutes. Councilor Hawkinson seconded the motion and it passed unanimously.**

*Public Hearing and Discussion Items:*

*2014 Budget and Levy*

Butkowski presented information to the Council regarding the proposed budget and levy. The 2014 budget would increase by 3.6% to \$1,230,506 with a 1% levy increase. Public Safety is the largest expenditure comprising 54% of the budget. The second largest expense area is Administration which makes up 13% of the budget. The last of the bonds from the road improvements projects will be paid in February 2015 which will make the City debt free.

Butkowski also noted the requirement to discuss how anticipated sales tax savings will be spent in 2014. Based on staff calculations, the anticipated savings is around \$1,200. At less than .1% of the 2014 budget, it is difficult to identify how the money will be spent.

Mayor Dains opened the public hearing at 7:45 on the proposed 2014 Budget and Levy. No one came forward and the public hearing closed at 7:46.

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

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November 26, 2013

*Ordinance 13-06, Amending Zoning Ordinance 10-06 Pertaining to District Uses*

The ordinance amendment pertains to Beaupre Aerial Equipment which was discussed at the November 12 Council Meeting. Beaupre is purchasing the property at 2520 Broadway Drive which housed Hamline Auto Body. Beaupre is a construction equipment rental business, a use which is not specifically listed as a permitted or conditional use in the I-1, Industrial district.

Mayor Dains called the Public Hearing to order at 7:47 p.m. regarding the zoning amendment to allow for construction equipment rental as a conditional use in the I-1, Industrial District. No one addressed the Council and the public hearing was closed at 7:48 p.m.

**Councilor Mac Lean moved to approve the ordinance 13-06 as presented. Councilor Hawkinson seconded the motion and it passed unanimously.**

Agenda items for the November 26 Council Meeting may include a discussion of the Larpenteur Avenue pedestrian project, zoning ordinance revisions, the Eureka! Recycling contract, the Tobacco Ordinance, Joint Powers Agreement with Ramsey County for CAD services, and non-domestic animal permits applications.

Mayor Dains explained that the Council was moving into the work session. Work sessions are a continuation of the meeting but not aired on community television.

Mayor Dains asked if anyone wished to address the Council.

*Work Session:*

*Eureka Recycling Contract Extension*

Chris Goodwin of Eureka! Recycling addressed the Council. Eureka will become a single sort operator in 2014. This means that consumers will no longer have to separate paper products from the other recyclables. Eureka will also be adding more plastic items which can be recycled. Goodwin stated Eureka is also looking to add compostable material recycling in future years.

Goodwin was open to an extension of the current recycling contract for 2014. Issues for the City to consider are whether to use large carts for the switch to single sort recycling and whether to purchase the carts. Eureka can offer workshops to residents on single sort and compost recycling to add in the transition.

Butkowski will bring the Contract Extension to the December 10 City Council Meeting.

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

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November 26, 2013

*Sign Ordinance & Dynamic Signs*

Butkowski noted that the sign ordinance is dated and asked for Council feedback in future changes. One item of discussion was dynamic signs as Croix Oil would like to add one for their business. Butkowski referenced a City of Minnetonka study that can help identify ways to mitigate issues associated with signs if the Council wished to move in that direction. Butkowski stated it is less complicated if the City bans the use of dynamic signage altogether rather than attempting to set parameters for electronic signage which can be quite complicated.

Councilor Gaasch stated she would like to see the Larpenteur corridor to look aesthetically pleasing as it the City's only retail corridor. Other Councilors concurred that they would prefer to not allow dynamic signs. Butkowski will bring draft changes to a future meeting.

*Community Development Update*

Butkowski stated that Stacie Kvilvang of Ehlers, the City contracted financial consultant would work with Corval on their ideas for redeveloping their property at 1633 Eustis Street and what financing options are available to them.

Butkowski also stated that Luther Seminary is looking to sell their student housing facilities in Lauderdale to another entity. Staff will update the Council when more information becomes available.

*Council Dias Chair Demonstration and Selection*

The current Council chairs are quite old and are not working properly. Staples Business Interiors dropped off three demo chairs and color samples. The Council tried out the chairs and determined which they preferred.

**There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Gaasch seconded the motion and it carried. The meeting adjourned at 9:00 p.m.**

Respectfully submitted,



Kevin Kelly  
Deputy City Clerk

**CITY OF LAUDERDALE**

**CLAIMS FOR APPROVAL**

**December 10, 2013 City Council Meeting**

<u>Payroll</u>		
12/06/13 Payroll:	Direct Deposit # 501692-501696	\$6,156.70
12/06/13 Payroll:	Payroll Liabilities, e-payments #834E-836E	\$7,803.70
<u>Vendor Claims</u>		
12/10/13 Claims:	Check #'s 22003-22023	\$83,401.29
	<b>SUBTOTAL</b>	<b>\$97,361.69</b>

<b>Total Claims for Approval</b>	<b>\$97,361.69</b>
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CITY OF LAUDERDALE

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**\*Claim Register©**

120613pyrll

DECEMBER 2013

Claim Type	Direct				
Claim#	3665	NORTH STAR BANK, CHECKING S	Ck# 000834E	12/4/2013	
Cash Payment	G 101-21701	FEDERAL TAXES		12/06/13 Payroll	\$996.17
Invoice					
Cash Payment	G 101-21703	FICA WITHHOLDING.		12/06/13 Payroll	\$1,959.62
Invoice					
Transaction Date	12/4/2013	Due 0	NORTH STAR CHE	10100	<b>Total</b> \$2,955.79
Claim#	3666	ICMA RETIREMENT TRUST - 457	Ck# 000835E	12/4/2013	
Cash Payment	G 101-21705	ICMA RETIREMENT		12/06/13 Payroll	\$3,205.98
Invoice					
Transaction Date	12/4/2013	Due 0	NORTH STAR CHE	10100	<b>Total</b> \$3,205.98
Claim#	3667	PERA	Ck# 000836E	12/4/2013	
Cash Payment	G 101-21704	PERA		12/06/13 Payroll	\$1,641.93
Invoice					
Transaction Date	12/4/2013	Due 0	NORTH STAR CHE	10100	<b>Total</b> \$1,641.93
	<b>Claim Type</b>	<b>Direct</b>		<b>Tota</b>	<b>\$7,803.70</b>

Pre-Written Check	\$7,803.70
Checks to be Generated by the Compute	\$0.00
<b>Total</b>	<b>\$7,803.70</b>

CITY OF LAUDERDALE

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**\*Check Detail Register©**

DECEMBER 2013

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**10100 NORTH STAR CHECKING**

Paid Chk# 022003 12/10/2013 AFSCME

G 101-21709	UNION DUES	\$110.00	11/13 Union Dues
Total AFSCME		\$110.00	

Paid Chk# 022004 12/10/2013 CITY OF FALCON HEIGHTS

E 101-42100-321	FIRE CALLS	\$915.36	11/13 Fire Calls
Total CITY OF FALCON HEIGHTS		\$915.36	

Paid Chk# 022005 12/10/2013 CITY OF ROSEVILLE

E 101-41200-391	TELEPHONE/PAGERS	\$95.40	12/13 Phone Services
E 101-41200-306	CONSULTING FEES	\$787.00	12/13 IT Services
Total CITY OF ROSEVILLE		\$882.40	

Paid Chk# 022006 12/10/2013 CITY OF ST ANTHONY

E 101-42100-319	POLICE CONTRACT	\$50,169.17	12/13 Police Contract
Total CITY OF ST ANTHONY		\$50,169.17	

Paid Chk# 022007 12/10/2013 CROIX OIL

E 602-49100-212	MOTOR FUELS	\$78.95	9, 10 & 11/13 Motor Fuels
E 601-49000-212	MOTOR FUELS	\$78.95	9, 10 & 11/13 Motor Fuels
E 101-43000-212	MOTOR FUELS	\$368.45	9, 10 & 11/13 Motor Fuels
Total CROIX OIL		\$526.35	

Paid Chk# 022008 12/10/2013 GLTC PREMIUM PAYMENTS

G 101-21706	HEALTH INSURANCE	\$50.90	12/13 Long Term Care Plan
Total GLTC PREMIUM PAYMENTS		\$50.90	

Paid Chk# 022009 12/10/2013 GOPHER STATE ONE-CALL

E 101-43400-386	GOPHER STATE ONE CALL	\$14.50	11/13 Locates
Total GOPHER STATE ONE-CALL		\$14.50	

Paid Chk# 022010 12/10/2013 HOME DEPOT CRC

E 101-41200-442	MISC	\$7.49	Battery Tester
Total HOME DEPOT CRC		\$7.49	

Paid Chk# 022011 12/10/2013 HUGHES AND JOSEPH

E 101-41500-300	LEGAL FEES - PROSECUTING	\$850.00	11/13 Legal Fees
Total HUGHES AND JOSEPH		\$850.00	

Paid Chk# 022012 12/10/2013 KONICA MINOLTA

E 101-41200-401	COPIER CONTRACT	\$239.09	12/13 Copier Contract
Total KONICA MINOLTA		\$239.09	

Paid Chk# 022013 12/10/2013 LEGACY SERVICES CORPORATION

E 101-43000-327	OTHER SERV- SEWER/NPDES I	\$2,785.25	City Hall Duct Cleaning
Total LEGACY SERVICES CORPORATION		\$2,785.25	

Paid Chk# 022014 12/10/2013 POSTMASTER - NEWSLETTER



CITY OF LAUDERDALE

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DECEMBER 2013

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E 101-41200-203	POSTAGE	\$500.00	Permit #1073 Deposit to Account
<b>Total POSTMASTER - NEWSLETTER</b>		<b>\$500.00</b>	
<hr/>			
Paid Chk# 022015	12/10/2013	<b>POSTMASTER - STAMPS</b>	
E 101-41200-203	POSTAGE	\$92.00	2 Rolls of Stamps
<b>Total POSTMASTER - STAMPS</b>		<b>\$92.00</b>	
<hr/>			
Paid Chk# 022016	12/10/2013	<b>RAMSEY COUNTY, PROP REC &amp; REV</b>	
E 101-41200-355	MISC PRINTING/PROCESS SER	\$25.00	12/13 Employee Insurance
E 405-48500-327	OTHER SERV- SEWER/NPDES I	\$849.94	2012 TIF Administrative Costs
E 101-42100-318	911 Dispatch	\$1,097.65	11/13 911 Dispatch
E 101-42100-355	MISC PRINTING/PROCESS SER	\$6.24	11/13 800 MHz radio license
E 101-41100-352	PUBLIC INFO NOTICES	\$162.94	2013 Truth inTaxation Notice
G 101-21706	HEALTH INSURANCE	\$453.90	12/13 Employee Insurance
<b>Total RAMSEY COUNTY, PROP REC &amp; REV</b>		<b>\$2,595.67</b>	
<hr/>			
Paid Chk# 022017	12/10/2013	<b>STANTEC</b>	
E 405-48500-304	ENGINEERING	\$1,778.16	Sewer Lining Project
E 405-48500-304	ENGINEERING	\$15,448.30	Larpenteur Ave. Project
E 101-48100-306	CONSULTING FEES	\$622.00	Econ. Devel.
<b>Total STANTEC</b>		<b>\$17,848.46</b>	
<hr/>			
Paid Chk# 022018	12/10/2013	<b>TARA THORENSEN DESIGN</b>	
E 101-41200-442	MISC	\$300.00	City Logo Design
<b>Total TARA THORENSEN DESIGN</b>		<b>\$300.00</b>	
<hr/>			
Paid Chk# 022019	12/10/2013	<b>VISU-SEWER CLEAN &amp; SEAL INC</b>	
E 602-49100-554	CATCH BASIN REPAIRS	\$2,050.00	Sewer Project Work
<b>Total VISU-SEWER CLEAN &amp; SEAL INC</b>		<b>\$2,050.00</b>	
<hr/>			
Paid Chk# 022020	12/10/2013	<b>W. BROWN LAND SURVEYING, INC.</b>	
E 402-48000-510	LAND	\$2,245.00	Survey of 2430 Larpenteur
<b>Total W. BROWN LAND SURVEYING, INC.</b>		<b>\$2,245.00</b>	
<hr/>			
Paid Chk# 022021	12/10/2013	<b>WASTE MANAGEMENT</b>	
E 101-43000-384	REFUSE DISPOSAL	\$201.53	12/13 PW Waste Refuse
<b>Total WASTE MANAGEMENT</b>		<b>\$201.53</b>	
<hr/>			
Paid Chk# 022022	12/10/2013	<b>XCEL ENERGY, CITY HALL</b>	
E 101-43000-381	ELECTRIC	\$200.72	11/13 City Utilities
E 101-43000-383	GAS UTILITIES	\$212.36	11/13 City Utilities
<b>Total XCEL ENERGY, CITY HALL</b>		<b>\$413.08</b>	
<hr/>			
Paid Chk# 022023	12/10/2013	<b>XCEL ENERGY, STREET LIGHTING</b>	
E 101-43000-380	STREET LIGHT UTILITY	\$57.57	11/13 Bridge Lights
E 101-43000-380	STREET LIGHT UTILITY	\$547.47	11/13 Street Lights
<b>Total XCEL ENERGY, STREET LIGHTING</b>		<b>\$605.04</b>	
<b>10100 NORTH STAR CHECKING</b>		<b>\$83,401.29</b>	

**\*Check Detail Register©**

DECEMBER 2013


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**Fund Summary**

**10100 NORTH STAR CHECKING**

101 GENERAL	\$60,871.99
402 CAPITAL IMPROVEMENTS	\$2,245.00
405 TIF-PROJECTS	\$18,076.40
601 SEWER UTILITIES	\$78.95
602 STORM SEWER ENTERPRISE FUND	\$2,128.95
	<hr/>
	\$83,401.29

**LAUDERDALE COUNCIL  
ACTION FORM**

<p style="text-align: center;"><b>Action Requested</b></p> <p>Consent            <u>  X  </u></p> <p>Public Hearing    <u>          </u></p> <p>Discussion        <u>          </u></p> <p>Action             <u>          </u></p> <p>Resolution        <u>          </u></p> <p>Work Session     <u>          </u></p>	<p>Meeting Date        <u>December 10, 2013</u></p> <p>ITEM NUMBER       <u>Sanitary Sewer Transfer</u></p> <p>STAFF INITIAL        <u></u></p> <p>APPROVED BY ADMINISTRATOR</p>
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**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The Council discussed transferring some money each year from the sanitary sewer enterprise fund to the sanitary sewer "savings account." A balance has been growing in the fund since 2003 when the street project was largely completed and the system began being depreciated. Setting aside \$130,000 right now and about \$20,000 each year going forward would build a small pot of money for future replacement and lining projects. To date, these have largely been paid for by the TIF district dollars which are no longer available.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council approves Resolution 121013A—A Resolution Transferring Fund Balance from Fund 601 to Fund 407.

**COUNCIL ACTION:**

**RESOLUTION 121013A**

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

**A RESOLUTION TRANSFERRING  
FUND BALANCE FROM FUND 601 TO FUND 407**

**WHEREAS**, the City Council established a sanitary sewer enterprise fund to manage the City's sewer services; and

**WHEREAS**, the City Council annually budget a depreciation expense to account for the decreasing useful life of the system; and

**WHEREAS**, to provide for repairs and the eventual replacement of the system, the City Council discussed transferring a portion of the accumulated depreciation expense since 2003 to the Sanitary Sewer Improvement Fund.

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Lauderdale, that \$130,000 be transferred from Fund 601, the Sanitary Sewer Enterprise Fund, to Fund 407, the Sanitary Sewer Improvement Fund.

CITY OF LAUDERDALE )  
COUNTY OF RAMSEY )                   ss  
STATE OF MINNESOTA )

I, Heather Butkowski, being duly qualified and City Administrator for the City of Lauderdale, Ramsey County, Minnesota, do hereby certify that the attached and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Lauderdale on Tuesday, December 10, 2013, as the same appears in the minutes of said meeting on file and of record in City Offices.

**ADOPTED** by the City Council of Lauderdale this 10<sup>th</sup> day of December, 2013.

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

ATTEST:

\_\_\_\_\_  
Heather Butkowski, City Administrator

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent          X    
Public Hearing           
Discussion              
Action                   
Resolution              
Work Session         

Meeting Date    December 10, 2013

ITEM NUMBER    Council Meeting Schedule

STAFF INITIAL      KK  

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

Annually, the City Council sets its meeting schedule for the 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 in the entryway and published in the *Roseville Review*.

**OPTIONS:**

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

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council is adopting the attached City Council meeting schedule for 2014.

**COUNCIL ACTION:**

# 2014 Lauderdale Schedule

## City Council Meetings\*

## Holidays Observed

January 14

January 28

February 11

February 25

March 11

March 25

April 8

April 22

May 13

May 27

June 10

June 24

July 8

July 22

August 12

August 26

September 9

September 23

October 14

October 28

November 11

November 25

December 9

New Year's Day – Wednesday, January 1

M. L. King Day – Monday, January 20

Presidents' Day – Monday, February 17

Memorial Day – Monday, May 26

Independence Day – Friday, July 4

Labor Day – Monday, September 1

Veterans Day – Monday, November 10

Thanksgiving Holiday – Thursday, November 27 &


Friday, November 28

Christmas Holiday – Thursday, December 25 &

Friday, December 26

\*City Council meetings begin at 7:30 p.m. at  
Lauderdale City Hall, 1891 Walnut Street

**LAUDERDALE COUNCIL  
ACTION FORM**

<p style="text-align: center;"><b>Action Requested</b></p> <p>Consent            <u>  X  </u></p> <p>Public Hearing    <u>          </u></p> <p>Discussion        <u>          </u></p> <p>Action             <u>          </u></p> <p>Resolution       <u>          </u></p> <p>Work Session    <u>          </u></p>	<p>Meeting Date        December 10, 2013</p> <hr/> <p>ITEM NUMBER       <u>Personnel Policy</u></p> <p>STAFF INITIAL       <u></u></p> <p>APPROVED BY ADMINISTRATOR</p>
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**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The Council recently discussed providing the full health, life, and disability insurance benefit to employees working 32 hours or more per week. I changed the personnel policy to reflect this change.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council adopts the Personnel Policy as presented.

**COUNCIL ACTION:**

**CITY OF LAUDERDALE  
PERSONNEL POLICY AND PROCEDURES**

**SECTION 1. PURPOSE.**

The purpose of this personnel policy and procedures manual is to establish a uniform and equitable system of personnel administration, to define the rights and responsibilities of the City of Lauderdale and each employee and to give fair and equal employment opportunities to all qualified applicants.

**SECTION 2. EMPLOYMENT GUIDELINES.**

The personnel policy and procedures manual is a guideline for the City and its employees regarding city employment. It does not constitute an employment agreement or contract. These policies and procedures, like all other city policies, can be amended at any time by the city council.

**SECTION 3. AT-WILL EMPLOYMENT.**

All City employees are hired on an at-will basis. This means either the employee or the City Council can terminate employment at any time and for any reason. The City will adhere to its personnel policy and union contract when handling matters related to discipline and termination.

**SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY.**

It is the city's policy to provide equal employment opportunity to all employees and applicants for employment in accordance with all applicable state and federal laws governing equal employment opportunity-affirmative action.

**SECTION 5. SCOPE.**

**Subdivision 1. Positions Covered.** This policy will apply to all employees in all positions, except the following:

- a. Elected officials;
- b. Members of all boards and commissions;
- c. Consultants and personnel paid on a fee basis;
- d. Volunteer personnel and personnel appointed to serve without pay;
- e. Emergency personnel;
- f. Independent contractors;



- g. City personnel covered by a collective bargaining agreement where the issue is addressed in the agreement;
- h. City personnel covered by other employment agreements where the issue is addressed in the agreement; and
- i. Any other person specifically exempted by the City Council.

**Subdivision 2. Superseded by Law.** No provision of this policy is intended to violate, supersede or conflict with any applicable federal law or regulation, state statute or local ordinance. If there is a conflict or violation, the statute, rule, regulation or ordinance shall rule. If a court of competent jurisdiction declares a part of these policies and procedures null and void, only that specific section shall be removed. All other provisions remain in effect.

## SECTION 6. DEFINITIONS.

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

- a. ANNIVERSARY DATE – means the month and date of an employee's initial hiring or promotion.
- b. DESIGNATED PERSONNEL REPRESENTATIVE(S) – means the City Council member(s) who act as liaison between the employees and the City Council on personnel matters. For general personnel issues, the designated personnel representative is the City Administrator.
- c. DOMESTIC PARTNER - means two adults who are 1) not related by blood closer than that permitted by marriage laws of the State; 2) not married or related by marriage; 3) competent to enter into a contract; 4) have no other domestic partner with whom the household is shared, or with whom the adult person has another domestic partner; 5) jointly responsible to each other for the necessities of life; 6) are committed to one another to the same extent as married persons are to each other, except for the traditional marital status and solemnities.
- d. EXEMPT EMPLOYEE – are employees to whom the federal Fair Labor Standards Act does not apply. Generally, administrative, executive and professional employees are exempt employees.
- e. IMMEDIATE FAMILY - the employee's domestic partner and children. Immediate family also includes: mother, father, brother, sister, grandparent, aunt, uncle, step-parent or legal guardian of either the employee or the employee's domestic partner.
- f. 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.

- g. NON-EXEMPT EMPLOYEE - employees to whom the federal Fair Labor Standards Act applies.
- h. OVERTIME - time actually worked by non-exempt employees in excess of forty (40) hours per week. Time worked does not include holidays, vacation time, compensatory time taken or sick leave.
- i. 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.
- j. 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.
- 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 Council.

## SECTION 7. APPOINTMENTS.

**Subdivision 1. Selection Criteria.** Appointments for all open municipal positions are made by the City Council upon the recommendation of the City Administrator. All appointments are made on the basis of the candidate's knowledge, skills, abilities and education related to the position being filled.

**Subdivision 2. Examinations.** When deemed appropriate by the City, an applicant's employment-related qualifications, merit and fitness will be ascertained by written, oral or other examinations. An offer of employment can be conditioned on successful completion of a pre-employment medical and/or psychological examination.

**Subdivision 3. Employment of Relatives of Municipal Personnel.** Whenever possible, the City will not appoint any person to a municipal position when he or she supervises, or is under the supervision of a member of his or her immediate family.

**Subdivision 4. Probationary Period.** All regular full-time and regular or non-regular part-time employees are subject to serving a probationary period. The probationary period is the period of time the city evaluates the employee's ability to accomplish the essential job duties of the position he or she was hired to complete. It is also the time an employee evaluates the City to see if employment with the City fits his or her expectations. The probationary period shall be six (6) months. The City can terminate the employee at any time with or without cause, during this time and such termination is not subject to grievance or appeal.

The City Administrator will conduct a performance review with the employee at three (3) months and go over successes and areas where the employee needs improvement. If there are any serious issues present, the Administrator shall inform the employee at that time and indicate that failure to improve performance may result in an extended probationary period or termination. The Administrator shall develop a work plan for the employee to follow in these cases.

## **SECTION 8. WORK HOURS.**

**Subdivision 1. Work Schedules.** The normal hours of work for all employees will be established by the City Council. Alternate work schedules are to be worked out with the City Administrator and approved by the City Council. City exempt employees are required to work all hours necessary to perform their duties.

**Subdivision 2. 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.

**Subdivision 3. Rest Breaks.** An employee is entitled to take one fifteen (15) minute rest break during each consecutive four (4) hour period of work. Rest breaks should be scheduled to avoid disrupting City business.

**Subdivision 4. Meal Breaks.** Each employee is provided a thirty (30) minute meal break. An employee may combine rest breaks with the meal break to extend the mealtime. The meal break is unpaid time.

**Subdivision 5. Flexible Scheduling.** Upon discussion with and agreement with the City Administrator and upon approval of the City Council, an employee may have his or her schedule rearranged to meet family or other obligations under the following conditions:

- a. The schedule does not result in the employee working overtime hours; and

- b. The employees' ability to complete his or her essential functions are not hindered nor the quality of the work diminished; and
- c. The schedule does not impair the overall function or service level of the City; and
- d. If the administrator determines there are performance issues, he or she may recommend the council terminate the flexible schedule.

## SECTION 9. BENEFITS.

**Subdivision 1. 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.

**Subdivision 2. Amount of Benefits.** Regular full-time employees are eligible for full holiday, vacation, and sick leave benefits. Regular part-time employees are eligible for holiday, vacation, and sick leave benefits in proportion to the hours they work per week rated on the following scale:

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

**Subdivision 3. 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
Personal Day	-	Employee Choice

Employees shall receive one (1) personal holiday per year. The date of such personal holiday shall be approved by the employee's supervisor or designated personnel representative. Personal holidays shall be taken during the calendar year earned.

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.

**Subdivision 4. Vacation.** Vacation may be used after the probationary period is satisfactorily completed. Vacation is earned each pay period and 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:

Years of Service	Hours per pay period	Days per year	Maximum hours	Maximum Days
0 – 5 years	3.08 hours	10	160 hours	20 Days
6 – 10 years	4.62 hours	15	240 hours	30 days

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

Employees may carry over twice their annual vacation-earning rate. Any unused vacation time in excess of this amount will be forfeited unless other provisions are made by the City Council. 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 twenty-four (24) hours in advance. Vacation requests must be approved by the employee's supervisor or the designated personnel representative 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. Terminal Leave. Any employee leaving the Municipal service in good standing shall be compensated for vacation leave accrued and unused to the date of separation.

**Subdivision 5. Sick Leave.** Sick leave can be used as earned upon appointment to city employment.

- a. Accrual. Sick leave will accrue for all regular full-time employees at the rate of one (1) day per calendar month (3.69 hours per pay period) and accrues to a maximum of ninety (90) days or 720 hours.
- b. Use of Sick Leave. Sick leave may be used when: (1) the employee cannot work because of illness, injury or disability of themselves or their immediate family, (2) for medical, dental, or optical examinations or treatment of the employee or employee's immediate family, (3) to care for a member of the employee's immediate family who is incapacitated due to injury or illness, or (4) maternity

and paternity leave. 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.

Upon separation of employment from the City, 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) continuous years of service with the City at the time of separation.

**Subdivision 6. Jury or Witness 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.

**Subdivision 7. 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. No benefits will accrue or be paid out during a period of a leave of absence without pay. Accrued vacation time may be paid out upon request of the employee. This is with the understanding that the vacation is paid out according to the regular pay schedule over regular pay periods, which is the same scenario used to pay for all vacation days earned by the employees. An employee may elect to continue insurance benefits coverage during a leave of absence at the employee's expense. When special circumstances exist, the City Council may, upon request, extend a leave of absence.

**Subdivision 8. Maternity Leave.** An employee who works twenty (20) or more hours per week and has been employed with the City for more than one (1) year is entitled to a six (6) week paid maternity leave in connection with the birth of a child. The employee may take an additional six (6) weeks of maternity leave thereafter. The length of maternity leave is up to the employee, but it cannot last longer than twelve (12) weeks. Additional leave beyond twelve (12) weeks requires City Council approval. The six additional weeks of leave will be unpaid unless the employee opts to use accrued sick or vacation time. The employee is entitled to return to work at the same position and at the same rate of pay she was receiving before the leave began. Group insurance coverage paid for by the City will remain in effect throughout the twelve week maternity leave. The employee will have the option to continue coverage at his or her own expense if the maternity leave extends beyond twelve weeks.

Requests for maternity leave must be made in writing to the City Administrator or designated personnel representative at least two (2) months before the requested leave's starting date.

**Subdivision 9. Parental Leave.** An employee who works twenty (20) or more hours per week and has been employed with the City for more than one (1) year is entitled to take a leave of absence in connection with the birth or adoption of a child or family medical problem. The leave will be unpaid unless the employee opts to use accrued sick or vacation time. The length of parental leave is up to the parent, but it cannot last longer than six (6) weeks or begin more than six

(6) weeks after the birth or adoption of the child. The employee is entitled to return to work at the same position and at the same rate of pay he or she was receiving before the leave began. Group insurance coverage paid for by the City will remain in effect for all eligible employees throughout the six week parental leave. The employee will have the option to continue coverage at his or her own expense if the parental leave extends beyond six weeks.

Requests for parental leave must be made in writing to the City Administrator or designated personnel representative at least two (2) months before the requested leave's starting date.

**Subdivision 10. School Conference and Activities Leave.** An employee who works twenty (20) hours or more per week and has been employed with the City for more than one (1) year is entitled to take up to sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's minor child as long as these activities were planned in advance and could not be scheduled during non-work hours. The employee must request school leave at least twenty-four (24) hours in advance from his or her supervisor or the designated personnel representative. A reasonable effort should be made to schedule the leave to avoid disrupting city business. Any leave taken under this section will be unpaid. An employee may substitute paid vacation time for unpaid school leave according to the provisions of the city's vacation policy.

**Subdivision 11. Military Leave.** Every employee to whom Minnesota Statutes Section 192.26 or 192.261 or U.S.C.A., Title 38, Section 2021 applies is entitled to the benefits afforded those sections to the subject conditions therein prescribed.

**Subdivision 12. 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 upon approval of the City Council and will be taken as sick, vacation, unpaid or a combination thereof.

**Subdivision 13. Insurance.** All regular full- and part-time employees are eligible for coverage by a group health, dental, life and disability insurance plan as approved, from time to time, by the City Council. A portion of the monthly premium costs of such insurance plan is paid by the City as established by the City Council; the employee shall pay the balance of the premium costs. For purposes of health, dental, life, and disability insurance, employees working 32 hours per week or more qualify for the full insurance benefit as established by the City Council. ~~The employee shall pay the balance of the premium costs, with the exception of life insurance.~~ The monthly premium paid by the City will provide life insurance coverage for the employee equal to 1x the employee's salary with a \$50,000 annual maximum. The employer shall pay each employee not enrolled in the employer's health insurance program a set monthly amount, such portion to be established, from time to time, by the City Council into a deferred compensation fund. In order to qualify, employees must provide proof of insurance. The deferred compensation contribution will end if the employee rejoins the employer's health insurance plan. If the city provides an authorized Health Savings Account plan, any excess in the city contribution and the premium shall be placed in the employee's HSA account as provided in plan documents.

**Subdivision 14. Retired Employees.** Retired city employees may continue to participate in the city's health insurance program, at the prevailing appropriate group rate, at the retiree's expense, if offered by the insurance company.

## **SECTION 10. COMPENSATION.**

**Subdivision 1. Rates of Pay.** All pay rates are set by the City Council.

**Subdivision 2. Overtime Pay.** All non-exempt employees are eligible for overtime pay. Overtime is paid at a rate of one and one half times the regular hourly rate for each hour actually worked exceeding forty (40) hours in a work week. Overtime work must have prior approval by the employee's immediate supervisor or the designated personnel representative except in the case of emergencies.

**Subdivision 3. Compensatory Time Off.** Compensatory time off is 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 hours for each hour worked in excess of forty (40) hours per week. No compensatory time off is available unless the employee has received approval from his or her supervisor or the designated personnel representative(s) before the work is performed. Accrued compensatory time must be used within one month of accrual. Upon approval of the Administrator, compensatory time can be carried beyond the month when use of the time is not possible within the month. An employee cannot carry more than 40 hours of compensatory time.

Exempt employees may earn compensatory time on an hour for hour basis 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.

Compensatory time will only accrue when authorized by the employee's supervisor.

**Subdivision 4. Pay Days.** Employees shall be paid biweekly on alternate Fridays. In the event that either day falls on a holiday, paychecks will be distributed on the day preceding the holiday.

**Subdivision 5. Attendance at City Meetings.** Non-exempt employees required by the City Administrator or City Council to attend city meetings at a time when they are not otherwise scheduled to work will be paid their regular hourly wage for each hour spent at the meeting. The employee may select to accrue compensatory time for attending meetings at the request of the Administrator or Council. City time spent by employees at City Council meetings that is not at the City Council's request will not be compensated.



**Subdivision 6. Call Back.** Regular full and part-time employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' compensation at the overtime rate if the total hours worked during the day exceeds (8) eight hours or the hours during the week exceeds (40) forty hours.

## **SECTION 11. PERFORMANCE EVALUATION.**

A performance evaluation will be completed annually for each regular full-time and regular part-time employee. The evaluation will include a review of the employee's principal responsibilities, an appraisal of the employee's job performance, a discussion of problem areas, if any, and a plan of action to set objectives for performance and to assist in alleviating any problem areas.

## **SECTION 12. DISCIPLINARY ACTION.**

Employees may be subject to disciplinary action for failing to fulfill their duties and responsibilities as city employees. Discipline could consist of an oral reprimand, a written reprimand, suspension, demotion or involuntary termination depending on the circumstances and severity of the situation.

## **SECTION 13. GRIEVANCES.**

**Subdivision 1. General.** An employee who believes he or she has a grievance about an employment-related issue may submit the grievance to the City. The decision to invoke the grievance procedure is voluntary. It is up to the employee to initiate the procedure.

**Subdivision 2. Procedure.** If an employee chooses to submit a grievance to the City, the following procedure should be used:

- a. **Oral report.** The employee should discuss the grievance with his or her supervisor or the designated personnel representative within five (5) working days of the incident.
- b. **Written report.** If the employee is not satisfied with the results of the oral report, he or she may submit a written summary of the grievance to the designated personnel representative. The written report should be submitted within five (5) working days of the employee's receipt of the response to his or her oral report and should include the date the employee made the oral report. A written response to the employee's written report will be issued as soon as possible.
- c. **Hearing.** If the grievance is not resolved by oral or written report, the employee has five (5) working days from the date he or she received the written response to the written report to request a hearing. To request a hearing, the employee must submit a

written summary of the grievance, including the dates of the oral and written reports, to the City Council. A hearing will then be scheduled on a mutually convenient date.

d. Decision. The employee will receive the City Council's decision in writing as soon as possible after the hearing. The City Council's decision will be final.

#### **SECTION 14. TERMINATION OF EMPLOYMENT.**

**Subdivision 1. Resignation.** Any employee who voluntarily leaves city employment must give at least fourteen (14) days written notice of resignation. Upon leaving city employment, an employee in good standing will be compensated for all accrued vacation and compensatory time. An employee is in good standing if he or she gives adequate written notice of resignation and is not under suspension or notice of involuntary termination at the time notice is given.

Failure to give adequate written notice may be considered cause for denying the employee future city employment and termination benefits. Unauthorized absences from work for a period of three (3) or more working days may be considered a resignation without notice.

**Subdivision 2. Involuntary Termination.** An employee may be involuntarily terminated for any reason not prohibited by law at the will of the City Council. The City Council, at its discretion, may give the employee fourteen (14) days written notice of termination or the financial equivalent thereof.

**Subdivision 3. Lay-offs.** The City Council may lay off 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.

#### **SECTION 15. TRAVEL AND RELATED EXPENSES.**

**Subdivision 1. Travel** Employees are reimbursed for travel expenses when traveling on city business. The City will reimburse for transportation, lodging, meals, registration, and incidentals. Acceptable and related expenses are listed below. (IRS rate refers to the federal per diem rate published in Publication 1542.)

1. Transportation. Employees who travel to in-state training, meetings or conferences are reimbursed actual miles traveled at the federal IRS mileage rate when using their own

vehicle. Employees traveling to training, meetings or conferences out of state are to seek the lowest direct cost to the destination. Airfare will be reimbursed at the coach rate. Mileage will be reimbursed at the IRS rate. The City will reimburse for the cost of shuttle or taxi to and from the airport and meetings or rental of an economy rate automobile if necessary to conduct city business.

2. Lodging. Employees will be reimbursed for and limited to that which is reasonable and necessary.
3. Meals. Employees who attend meetings, trainings or conferences away from their normal work area and are required to purchase a meal while at the session, shall be reimbursed actual expenses for meals not to exceed the IRS's per diem rate. The reimbursement includes a 20% gratuity and does not include alcoholic beverages.
4. Telephone Calls. An employee on an overnight stay will be reimbursed for telephone calls made to family and/or work.
5. Travel with a domestic partner or family. An employee can take his/her domestic partner and/or family on a business trip and can extend the time of the trip using accrued vacation. The City will only reimburse expenses actually incurred by the employee. The employee must pay the difference, if any, in the cost of the registration, recreation, luxury vehicles, meals and lodging.
6. Requesting Reimbursement. The employee must submit an expense claim form for all the expenses incurred while on the trip. The expense claim form must include actual receipts for purchases or, if payment by credit card, a copy of the monthly statement with the expenses highlighted. The completed expense reimbursement form and receipts are turned in to the City Administrator for verification and authorization of expense reimbursement.

## **SECTION 16. TECHNOLOGY AND COMMUNICATIONS.**

**Subdivision 1. Purpose.** The City Council understands technology advances at a considerable rate and there are new ways to communicate with staff, citizens and others as well as new, more efficient ways for staff to accomplish tasks and provide services to the citizens. Such tools include e-mail, Internet, fax, computers (both desktop and portable), telephones, mail, cellular telephones, etc.

It is the desire of the Council to support and encourages the use of advanced technology by staff to enhance service delivery and access to information that assists staff in completing their tasks. The Council also understands that some personal use of these tools by staff is necessary, but all personal use is to be kept as brief as possible and not be disruptive during work time.

**Subdivision 2. Computer Use.** The City of Lauderdale contracts for computer services, e-mail, Internet and support through the Metro I-Net, a multi-jurisdictional network consisting of cities, school districts and the North Suburban Cable Commission. The network is administered and hosted by the City of Roseville.

The City provides each employee a computer complete with software programs including word processing, spreadsheet, data base, financial, e-mail, internet access, etc. Employees are to use

the computer and related software to further the objectives and mission of the City of Lauderdale. Personal data and information should be kept to a minimum, and if stored on the system, should be in a folder labeled "personal".

1. E-mail. E-mail is a service provided to staff to enhance the communication and collection of information from others in an efficient and rapid manner. Employees may send and receive personal e-mail using their business address as long as the messages do not become disruptive and they are not sexually oriented, offensive or inappropriate. An example of such e-mail are the chain e-mails, jokes of an off color nature, etc. To protect the integrity of the I-Net network, employees are to use reasonable judgment in providing their business e-mail address when utilizing Internet related services.
2. Internet. The Internet is an extremely useful tool for research and information gathering. Further, more businesses and agencies the City does business with are requiring the City to conduct business over the Internet. However, the Council is also aware there are several potential problems that can arise from staff use of the Internet such as staff using the Internet to collect and view materials that are generally considered offensive and inappropriate in the work place, staff downloading materials and documents that may contain a virus, etc. Staff may use the Internet connection for personal activities as long as it is not disruptive to their work, disruptive to the office environment and is not used to view, download, or otherwise access adult oriented or illegal material.

**Subdivision 3. Telephones.** The City of Lauderdale contracts for telephone service through the City of Roseville and is part of a multi-city network on the same telephone system. Staff may make and receive personal calls on their telephone, but all calls of a personal nature are to be kept as brief as possible and are not to become disruptive to the office or the employee and are not to be so frequent as to inhibit the employee from executing their duties and responsibilities.

Employees who make long distance calls will reimburse the City for the cost of the call.

**Subdivision 4. Facsimile.** The City utilizes a fax machine to send and receive documents to other jurisdictions and vendors. Employees may send personal faxes during non work hours only. Employees can receive personal faxes and there will not be a charge assessed.

**Subdivision 5. Copier.** Staff may use the copier for reproductions of personal documents as long as it is done during non work hours.

## **SECTION 17. MISCELLANEOUS POLICIES.**

**Subdivision 1. Political Activity.** City employees are specifically prohibited from engaging in the political activities listed below:

- a. Campaigning for a candidate or issue during working hours or while on city business.
- b. Attempting to influence a campaign by specifically alluding to the employee's position with the City.
- c. Participating in a campaign where such participation could cause a conflict of interest with the employee's job duties.

**Subdivision 2. Employee Records.** Employees must inform the City of any change in their current address, telephone number or emergency contact information as soon as possible after the change becomes effective.

**Subdivision 3. Gratuities.** City employees and officials may not accept gratuities or presents of any kind from contractors, city residents, or anyone who has business contacts with the City. If a gratuity or present arrives by means other than personal delivery, the item should be turned over to the City Council.

#### **SECTION 18. CRIMINAL HISTORY BACKGROUND CHECK.**

The Police Department is authorized to conduct a criminal history background investigation on applicants for positions with the City as provided by this section. This section applies only to applicants who are finalists for paid or volunteer positions with the City, where the City Administrator has determined that conviction of a crime may relate directly to the position sought. The Police Department may not perform a background investigation unless the applicant consents in writing to the investigation and to the release of the investigation information to the City Administrator or other city Staff as may be appropriate. An applicant's failure to provide consent may disqualify the applicant for the position sought. If the City Administrator rejects the applicant's application due solely or in part to the applicant's prior conviction of a crime, subject to the exception set forth in Minnesota Statutes, section 364, the City Administrator must notify the applicant in writing of the following:

- a) The grounds and reasons for the rejection;
- b) The applicable complaint and grievance procedure set forth in Minnesota Statutes Section 364;
- c) The earliest date the applicant may reapply for employment; and
- d) That all competent evidence of rehabilitation will be considered upon reapplication.

#### **SECTION 19. SEXUAL HARASSMENT POLICY.**

**Subdivision 1. Applicability.** This sexual harassment policy applies to all officials and employees of the City of Lauderdale, including regular full-time and regular part-time employees,

elected and appointed officials, temporary, seasonal and non-regular employees, employees covered or exempted from personnel rules or regulations, and independent contractors and consultants.

**Subdivision 2. General.** Sexual harassment is a form of sex discrimination prohibited by state and federal law. Employees have the right to a workplace free of sexual harassment.

The City will not tolerate sexual harassment of its employees by anyone -supervisors, other employees, officials or citizens. Persons harassing others will be promptly and firmly disciplined. All personnel must become familiar with this policy and comply with it.

**Subdivision 3. Definition.** Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or communication of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment or public service;
- b. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions such as promotion, assignment, demotion, discipline, or discharge;
- c. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

**Subdivision 4. Examples.** Behavior that could be considered sexual harassment may include:

- a. Verbal harassment (e.g., sexually-oriented comments, sexually-oriented innuendoes or sexually-oriented derogatory remarks);
- b. Physical harassment (e.g., unwelcome touching, gestures, assault, impeding one's movement or other physical contact that an employee finds offensive);
- c. Visual forms of harassment (e.g., sexually derogatory posters, letters, poems, graffiti, cartoons, use of the Internet or drawings); or
- d. Requests for sexual favors or unwelcome sexual advances.

**Subdivision 5. Reporting Procedure.** Employees who believe they have experienced sexual harassment or who know of conduct they believe might constitute sexual harassment toward an employee, are required to report it to their supervisor, the designated personnel representative(s), the Mayor, or the City Attorney. The City official who receives the report should inform the designated personnel representative(s), the Mayor or the City Attorney in confidence as soon as possible. If any City employee, official, or the City Attorney directly receives an oral or written

complaint from an alleged victim of sexual harassment, he or she must immediately forward the complaint to the designated personnel representative(s), the Mayor or the City Attorney, or direct the alleged victim to report the incident. Failure to forward a report of alleged sexual harassment to the appropriate person(s) could result in disciplinary action against the person(s) who neglected to make the report.

**Subdivision 6. Investigation and Recommendation.** Upon receiving any report alleging sexual harassment, the designated personnel representative or other appropriate official will conduct an investigation. To the extent possible, the allegations and investigation will be kept confidential. An alleged victim may have a staff person of the same gender present during all contacts with the designated personnel representative. The alleged victim and any witnesses may be asked to put their reports in writing.

If the facts are found to support the allegations, the harasser will be subject to disciplinary action up to and possibly including immediate termination depending on the circumstances and severity of the harassment. The designated personnel representative may report on the investigation and its results to the City Council. The City will keep a complete record of the nature of the complaint, its investigation and its resolution.

Pending completion of the investigation, the designated personnel representative may take any appropriate action necessary to protect the alleged victim, other employees, or citizens.

Anyone who makes a false complaint of sexual harassment or anyone who gives false information during a sexual harassment investigation could also be subject to disciplinary action up to and possibly including immediate termination.

The City may also discipline any individual who retaliates against a person who testifies, assists or participates in any manner in a sexual harassment investigation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

**SECTION 20. EFFECTIVE DATE.**

The effective date of these personnel policies is March 13, 2012. These personnel policies supersede all prior city personnel policies between the City and its employees. With respect to employees whose positions are included in a collective bargaining unit, provisions of the applicable collective bargaining agreements negotiated pursuant to the Public Employment Labor Relations Act (MS 179A.01-179A.25), supersede these rules and regulations on any subject area covered by both the collective bargaining agreement and these rules and regulations.


Signed: \_\_\_\_\_  
Mayor Dains

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

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent              X    
Public Hearing            
Discussion                
Action                     
Resolution               
Work Session          

Meeting Date      December 10, 2013  
ITEM NUMBER      Non-Union Compensation  
STAFF INITIAL        
APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

In the past, the Council extended the pay and benefits agreed to in the union contract to non-union staff (city administrator and assistant city administrator). The Council may elect to do that for the 2014-2015 union contract.

**OPTIONS:**

Extend or do not extend the benefits of the union agreement to non-union employees. Remove from the Consent Agenda for further discussion.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council extends the benefits of the union agreement to non-union employees effective for 2014 and 2015.

**COUNCIL ACTION:**



ACTION REQUESTED		LAUDERDALE COUNCIL ACTION FORM	
Consent	<u>  X  </u>	MEETING DATE	<u>  December 10, 2013  </u>
Special	<u>          </u>	ITEM NUMBER	<u>  Rink/Warming House Attendants  </u>
Public Hearing	<u>          </u>	STAFF INITIAL	<u>  Jim  </u>
Report	<u>          </u>	APPROVED BY ADMINISTRATOR	<u>                                  </u>
Discussion/Action	<u>          </u>		
Resolution	<u>          </u>		
Work session	<u>          </u>		

**BACKGROUND:**

We are currently accepting applications for the Winter Rink/Warming House Attendant positions. We usually hire three or four attendants for the season. Staff proposes the same hourly wage as last year, which was \$9.00/hour.

We are asking the Council to authorize Staff to set up interviews and hire seasonal personnel to achieve appropriate staffing levels for the winter skating season.

**OPTIONS:**

- 1) Authorize Staff to set up interviews and hire seasonal personnel at \$9/hour.
- 2) Do not authorize Staff to set up interviews and hire seasonal personnel at \$9/hour.

**STAFF RECOMMENDATION:**

- 1) By approving the Consent Agenda, the Council authorizes Staff to set up interviews and hire seasonal personnel at \$9/hour.

**COUNCIL ACTION:**

**LAUDERDALE COUNCIL  
ACTION FORM**

<p style="text-align: center;"><b>Action Requested</b></p> <p>Consent            <u>  X  </u></p> <p>Public Hearing    <u>          </u></p> <p>Discussion        <u>          </u></p> <p>Action             <u>          </u></p> <p>Resolution       <u>          </u></p> <p>Work Session    <u>          </u></p>	<p>Meeting Date        <u>December 10, 2013</u></p> <p>ITEM NUMBER       <u>Dais Chairs</u></p> <p>STAFF INITIAL       <u>HB</u></p> <p>APPROVED BY ADMINISTRATOR</p>
--	---

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The Council decided on new dais chairs at the last meeting. Attached is the quote for your approval. The price reflects about a 50% government discount. The chairs can be made in the fabric you chose. The quoted chair also has adjustable arms.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council approves the purchase of dais chairs through Business Interiors by Staples.

**COUNCIL ACTION:**



1233 West County Road E  
 Arden Hills, MN 55112  
 Phone: 651-234-4154  
 Fax: 651-234-4181

# QUOTATION

Job: \_\_\_\_\_  
 Page: 1

**SOLD TO:**  
 HEATHER BUTKOWSKI  
 CITY OF LAUDERDALE  
 , MN  
 651 792-7650

**SHIP TO:**  
 HEATHER BUTKOWSKI  
 CITY OF LAUDERDALE  
 , MN  
 651 792-7650

**Terms: Sunrise Billing**

QUOTE NO	DATE	CUSTOMER PO NO	CUSTOMER NO	SALESPERSON
0005290551	12/02/13		F000000032	Steven Gutenberg

LINE	QUANTITY	CATALOG NO / VENDOR	DESCRIPTION	UNIT SELL	EXTENSION
<p style="text-align: center;"><u>Special Instructions</u>            RETURNS OF SPECIAL ORDER OR NON-STOCK FURNITURE WILL NOT BE ACCEPTED UNLESS MERCHANDISE IS DAMAGED OR DEFECTIVE. APPLICABLE SALES TAX WILL BE ADDED TO INVOICE. THIS QUOTE IS VALID FOR 30 DAYS UNLESS OTHERWISE NOTED.</p>					
0001	6	HIWM3 HON COMPANY	Ignition Wk Mid-bck Pneu Syn tilt Bck Adj Tilt Seat Gld .A Arm: Height and Width Adj .H CASTER: Hard .M Back: Mesh Back \$(3) GRADE: III UPHOLSTERY .AI UPH: Attire 62 COLOR: Crimson .T FRAME: Black .SB Base: Standard Black	360.62	2163.72
M001	1	CFSDELIVERYIN BUS INTERIORS BY STA	STANDARD DELIVERY	169.00	169.00
				<b>Freight Instaltn Total</b>	<b>Actual Actual 2332.72</b>

Customer acknowledges and agrees that in addition to any contractual terms between the parties, the Terms and Conditions located at [www.staplesadvantage.com/business-interiors/](http://www.staplesadvantage.com/business-interiors/) are included in any furniture order.

ACCEPTED BY \_\_\_\_\_

TITLE \_\_\_\_\_

DATE \_\_\_\_\_

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>December 10, 2013</u>
Special _____	ITEM NUMBER <u>Bulky Collection Report</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Reports <u>X</u>	APPROVED BY ADMINISTRATOR _____
Discussion/Action _____	
Resolution _____	
Work session _____	

**BACKGROUND:**

The bulky collection pilot project is almost complete. As part of the project, Susan Young of Foth is working on a final report for the County. The report will be available for you to review at a later date, as it is not due until the end of the year. However, Susan is planning on presenting some of the information to the Council in advance of the final report.

Susan's memo with the preliminary results and findings is attached.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**



Foth Infrastructure & Environment, LLC  
Eagle Point II • 8550 Hudson Blvd. North, Suite 105  
Lake Elmo, MN 55042  
(651) 288-8550 • Fax: (651) 288-8551  
www.foth.com

December 6, 2013

TO: Jim Bownik, City of Lauderdale  
Deb Jones, City of Falcon Heights

CC: Dan Krivit, Foth Infrastructure & Environment, LLC  
Norm Schiferl, Ramsey County  
Jean Buckley, Ramsey County

FR: Susan Young, Foth Infrastructure & Environment, LLC

RE: Residential Bulky Waste Disposal – Preliminary Results and Findings of the  
Pilot Program Conducted in Falcon Heights and Lauderdale

### Introduction

The Cities of Lauderdale and Falcon Heights identified a need for easier more efficient and effective ways for residents to dispose of bulky items such as mattresses, furniture and appliances. Annual campaigns and seasonal clean-up events to encourage and facilitate recycling of these items have not adequately served residents who:

- ◆ Do not have a vehicle or the physical capability of taking items to the annual clean-up or a drop-off site.
- ◆ Move out of homes or replace large household items at other times of the year, when the next clean-up event may be many months away - encouraging storage or abandonment of the cast-offs.

Because neither city has organized refuse collection that might include collection of bulky items, residents are left on their own to arrange for disposal. The result is a growing backlog of unwanted furniture and appliances stored in basements, garages and yards, and, too often, dumped illegally on public or private property. These items represent a public health and safety hazard and are source of materials that could be recycled.

This project was intended to help other cities and the County to make future decisions about how to handle this kind of bulky items waste.

The information contained in this memorandum is considered privileged and confidential and is intended only for the use of recipients and Foth.

The Cities of Falcon Heights and Lauderdale developed and implemented a pilot program in 2013 with the following objectives:

1. Provide one free pick-up of up to two bulky items during the study period to eligible households.
2. Transport items to facilities that recycle the materials whenever possible and to appropriate processing when recycling is not possible.
3. Distribute the program benefit fairly across both communities while minimizing abuse by non-residents.
4. Assess whether there is a demand for continuing and expanding this service and whether residents would be willing to pay for it as an addition to their present recycling fee.
5. Determine the efficiency and effectiveness of such a program.

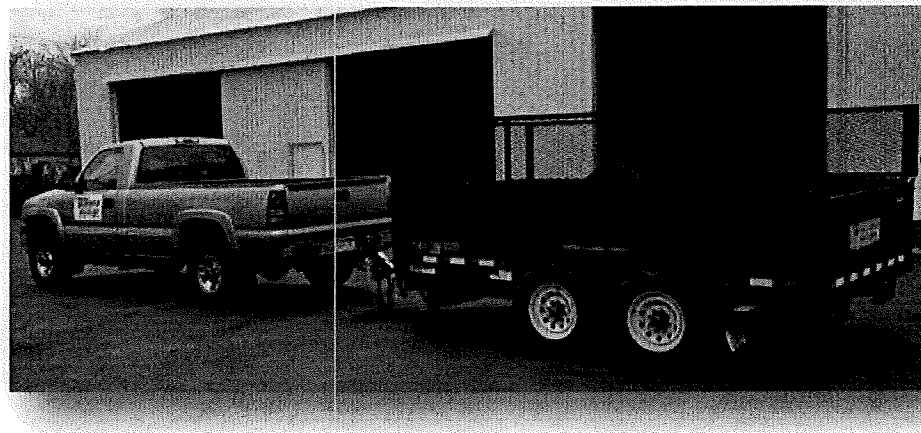
Ramsey County funded the pilot program through a grant from the County's Public Entities Innovation Grants (PEIG) and the two cities coordinated and implemented the program. Foth Infrastructure and Environment, LLC ("Foth") was contracted to provide consultant technical and strategic assistance to City staff. Foth's scope of services included technical assistance with letters, data systems and logistics to roll out the pilot to the residents of each city. In addition to report writing to summarize the findings of the study, Foth staff were contracted to make a presentation to each City Council to discuss preliminary results.

This Foth memo report is intended to serve as an executive summary for purposes of presentation to the two City Councils on Tuesday, December 10 (Lauderdale) and Wednesday, December 11 (Falcon Heights). City staff and Foth are currently drafting the full report to be submitted to Ramsey County for review, comment and acceptance. The final report will contain additional detailed results and findings. Once approved by the County, this report will be made available to the City Councils, project stakeholders and other interested parties.

### **The Pilot Program**

It was determined that the pilot program would be conducted for single family and duplex homes. The Cities jointly developed a Request for Proposals (RFP) for Bulky Wastes Collection and Recycling or Disposal Services. One proposal, from Tennis Sanitation (Tennis), was received. The cities executed a contract with Tennis to provide the collection and recycling or disposal services. Figure 1 shows the vehicle Tennis used to collect the bulky items.

**Figure 1**  
**Tennis Collection Vehicle**



The bulky items pilot program collection service began on July 17, 2013 and the last collection date was September 25, 2013.

The Cities developed a communication and outreach activities that included:

- ◆ Advertisement of the pilot program in City newsletters.
- ◆ Direct mail information about the pilot program to residents and owners of single family and duplex homes in the two cities.
- ◆ Placement of information about the pilot program on both City web sites. For more details see the Falcon Heights pilot program web page:

Falcon Heights:

([http://www.falconheights.org/index.asp?SEC=816FC6B7-D874-4A76-A3C0-BBDC50C9C06C&Type=B\\_LIST](http://www.falconheights.org/index.asp?SEC=816FC6B7-D874-4A76-A3C0-BBDC50C9C06C&Type=B_LIST))

The Cities determined that residents should be able to register for the program electronically, by phone or in person. The Cities also developed “before” and “after” surveys for participants. The surveys were required in order to participate in the program. It was determined that residents would be told before they signed up for bulky item removal that an “after survey would be required, and that if they did not complete the “after” survey, a \$30.00 fee would be charged for the bulky waste service. Very few persons did not complete the “after” survey.

The first collection was July 24. The cut-off for requests for collection from residents each week was Monday. The collection lists were sent to the contractor on Tuesday for Wednesday collection. For the first week of the project, each city was limited to 15 pick-ups. Subsequent weeks did not have a limit on the number of pick-ups by City, although the cities coordinated to have a maximum of fifty (50) pickups per week, combined.

Both cities sent a confirmation e-mail to their residents that signed up electronically that they were accepted into the collections program, and Falcon Heights sent a “reminder” on Monday to the residents that the collection would occur on Wednesday.

**Program Results**

A combined total of 43,496 pounds of bulky goods were collected in both Cities in the pilot program. One hundred ninety one (191) residents were served in Falcon Heights and one hundred twentyeight (128) in Lauderdale. Table 1 shows the breakdown of the material types that were collected.

**Table 1**  
**Categories and Weight (pounds) of Items Collected**

(Combined total, both cities)

Week	Electronics	Metals	Wood	Plastic <sup>(2)</sup>	Non Recyclable
Week 1 <sup>(1)</sup>	24.6	1,026.6	450.4	NA	422.5
Week 2	1,302	2,373.9	749.4	NA	501.2
Week 3	1,131.8	1,872.3	712.7	75	1,059.4
Week 4	1,354	1397	681.6	59	606
Week 5	554.6	1,870.4	479	7208	811.6
Week 6	541	1,410.6	1,345.6	22.5	908.3
Week 7	368.6	1,790.9	823.9	25.8	391.2
Week 8	1,020.6	1,757.4	1,025.4	14	497.6
Week 9	728.4	992.8	300.6	72	656.5
Week 10	507.8	1,629.4	375.8	13.7	299.4
Totals	7,533.4	16,121.3	6,944.4	7,490.0	6,153.7

<sup>(1)</sup> Week 1 was limited to 15 stops in each City; all subsequent weeks had a maximum of 50 stops in both cities combined.

<sup>(2)</sup> Plastics were not separated out in Weeks 1 and 2

Staff time during the “collection” portion of the project, in Table 2, was conservatively estimated at 140 to 170 hours for Falcon Heights and 85 to 125 for Lauderdale.

**Table 2**  
**Falcon Heights and Lauderdale Staff Time during Collection Phase**

<i>Month</i>	<i>Falcon Heights</i>	<i>Lauderdale</i>
July	70 to 80 hours	40 to 60 hours
August	50 to 60 hours	30 to 40 hours
September	20 to 30 hours	15 to 25 hours
<b>Total</b>	<b>140 to 170 hours</b>	<b>85 to 125 hours</b>

Staff time to develop the grant concepts, prepare the RFP, analyze the proposals and prepare contract documents and develop outreach documents and procedures for project implementation were in excess of 120 hours for each City. Much of this staff time was related to the added effort for the research and development tasks of the pilot program, including administering the County PEIG grant. These estimates of staff time are not representative of an on-going operation.



The cost for collection, disposal and recycling services by Tennis, including state and county taxes, was \$22,286.60, and is depicted in Table 3.

**Table 3**  
**Cost of Collection, Disposal and Recycling of Bulky Wastes**

Week	Collection Cost	Disposal Cost	State and County Tax	Recycling	Total Cost
1	\$840.00	\$11.83	\$312.56	\$761.72	<b>\$1,935.11</b>
2	\$1,395.00	\$14.03	\$531.91	\$1,219.46	<b>\$3,160.40</b>
3	\$1,260.00	\$31.81	\$487.66	\$1,225.31	<b>\$3,004.78</b>
4	\$1,215.00	\$16.97	\$465.06	\$1,031.42	<b>\$2,728.45</b>
5	\$915.00	\$27.72	\$355.87	\$952.56	<b>\$2,251.15</b>
6	\$819.00	\$25.43	\$315.38	\$754.43	<b>\$1,905.24</b>
7	\$855.00	\$10.95	\$326.90	\$794.78	<b>\$1,987.63</b>
8	\$810.00	\$13.93	\$311.04	\$869.74	<b>\$2,004.71</b>
9	\$810.00	\$18.38	\$312.72	\$727.53	<b>\$1,868.63</b>
10	\$615.00	\$ 8.38	\$235.33	\$581.79	<b>\$1,440.50</b>
Total	\$9,534.00	\$179.43	\$3,654.43	\$8,918.74	<b>\$22,286.60</b>

### **Preliminary Findings**

The pilot program of bulky items collection service was very successful when measured by the number of participants and amounts recycled. The service was well received by residents who appreciated the convenience of curbside pickup of these large items rather than self-hauling. In the post-collection surveys, residents stated that they were helped by the program and were very satisfied with the program. The majority of residents in both cities that used the program stated that the City should have an on-going program; of those respondents, the majority stated that the program should be funded by a price per item of approximately \$25 per item. The majority of the respondents stated that they did have additional items to be disposed of, usually between 1 and 5 additional items.

The participation rate was lower than budgeted. This may be due in part to newness of the service and the short timeframe to advertise the program. Also, the budget was purposefully conservative to make sure that the collection operations could continue through the end of pilot period at the end of September.

The pilot collection service demonstrated that there are alternative and cost-effective means to provide ongoing curbside collection of bulky items, even in cities with open trash hauling systems where residents contract for their own trash hauling services.

### **Options for Next Steps**

The Cities of Lauderdale and Falcon Heights will continue to direct Foth in preparing a final report to Ramsey County. In addition, if the Cities wish to continue this effort in later years, the options could include:

1. Continuing and, perhaps, expanding the program to include multifamily households (apartments, etc.). The 2013 program was intentionally focused on single-family and duplex households only. Continuing the pilot program service into 2014 will require additional budget estimates and may require an additional PEIG grant application and award from Ramsey County.
2. Continuing the discussion and analysis of financing options to sustain the new service after the final report is submitted to Ramsey County. Tentative, preliminary financing options could include, (but are not limited to):
  - a. Residents pay a set fee directly to haulers;
  - b. Adding an additional bulky item collection fee onto residents recycling rates;
  - c. Contracting for bulky item collections and paying the contractor with general city funds saved by not conducting seasonal clean-up events; or
  - d. Other options.

These financing options can be further analyzed in the final report. Further feedback from City staff and the two City Councils is needed to help direct this analysis.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X  
Action \_\_\_\_\_ X  
Resolution \_\_\_\_\_ X  
Work Session \_\_\_\_\_

Meeting Date December 10, 2013

ITEM NUMBER 2014 Levy & Budget

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

At the last meeting, the Council held a public hearing regarding the proposed 2014 budget and levy. The attached budget is the same as the last one you saw as no changes were recommended. Also attached to this memo is Resolution 121013B - A resolution levying taxes for 2013 payable in 2014. Also attached is the proposed budget which shows 2013 revenues and expenses to date.

The Council may lower the levy at this point but not raise it. If there are no changes recommended by the Council, the Council can make one motion to approve both the budget and levy. Thereafter, I will send a copy of the resolution to Ramsey County. If the Council would like to discuss the budget and levy further, another meeting may be scheduled.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to approve the 2014 Lauderdale City Budget and Resolution 121013B - A Resolution Levying Taxes for 2013 Payable in 2014 in the amount of \$616,215.

**COUNCIL ACTION:**

**RESOLUTION NO. 121013B**

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

**RESOLUTION LEVYING TAXES FOR 2013 PAYABLE IN 2014**

**BE IT HEREBY RESOLVED** by the City of Lauderdale, Ramsey County, State of Minnesota as follows:

The following tax levies are hereby made against all taxable property in the City of Lauderdale for the tax levy 2013, payable 2014:

Total proposed levy for 2013 payable in 2014:      **\$616,215**

This includes estimated fiscal disparities amount of \$120,934.

**BE IT FURTHER RESOLVED**, that there will not be a certified debt levy for the General Obligation Bonds Series 2003A.

**BE IT FURTHER RESOLVED** that the City Administrator is authorized and directed at this time to certify this Resolution to the County Auditor of Ramsey County, Minnesota.

CITY OF LAUDERDALE )  
COUNTY OF RAMSEY )                      ss  
STATE OF MINNESOTA )

I, Heather Butkowski, being duly qualified and City Administrator for the City of Lauderdale, Ramsey County, Minnesota, do hereby certify that the attached and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Lauderdale on December 10, 2013, as the same appears in the minutes of said meeting on file and of record in City Offices.

Dated this 10th day of December, 2013.

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

(ATTEST)

\_\_\_\_\_  
Heather Butkowski, City Administrator

(SEAL)

City of LAUDERDALE

BOND ISSUES	ORIGINAL PRINCIPAL	DATE ISSUED	PAYABLE 2014 DEBT LEVY	ADDITIONS OR REDUCTIONS BY RESOLUTION	CERTIFIED DEBT LEVY
GO IMP BONDS 2003A	990,000	1-Jun-03	\$ 78,451.00	-78,451.00	\$ -
			\$78,451.00	-\$78,451.00	\$0.00

I hereby certify that the above schedule of bond levies to be spread on the payable 2014 tax rolls agrees with the City records and is true and correct. Copies of any resolutions which increase or reduce these levies are attached.

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

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

::

**COUNTY, CITY AND SPECIAL TAXING DISTRICT LEVY CERTIFICATION  
FINAL TAXES PAYABLE IN 2014**

FOR \_\_\_\_\_ City of Lauderdale  
(Governmental Agency)

LEVY PURPOSE	CERTIFIED FINAL TAX LEVY
<b>NET TAX CAPACITY BASED LEVIES</b>	
1) General	\$616,215
2) Debt	
3) Other (Please Specify)	
4)	
5)	
6)	
7)	
8)	
9)	
10) Total Net Tax Capacity Based Levies (Total 1 through 9)	\$616,215
<b>MARKET VALUE BASED LEVIES</b>	
11)	\$
12)	
13) Total Market Value Based Referendum Levies (Total 11 & 12)	\$0
14) Total Certified Levy (Total 10 & 13)	\$616,215

I, the authorized representative of the above mentioned Governmental Agency, certify that the foregoing information is accurate to the best of my knowledge.

Signature of Authorized Representative \_\_\_\_\_ Title City Administrator Date 12-11-2013

Phone Number of Contact Person \_\_\_\_\_ 651.792.7657

**CITY OF LAUDERDALE  
2014 Revenue Budget Final**

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr
FUND 101 GENERAL				
\$483,024.03	\$246,818.24	\$488,203.00	\$495,281.00	R 101-31010 CURRENT AD VALOREM
\$7,360.59	\$11,353.22	\$0.00	\$0.00	R 101-31020 DELINQUENT AD VALOREM
\$0.00	\$0.00	\$0.00	\$0.00	R 101-31030 FORFEITED TAX SALES
\$100,748.07	\$66,319.87	\$121,912.00	\$120,934.00	R 101-31040 FISCAL DISPARITIES
\$0.00	\$0.00	\$0.00	\$0.00	R 101-32000 LICENSE AND PERMITS
\$150.00	\$0.00	\$150.00	\$150.00	R 101-32110 3.2 ALCHOLIC LICENSE
\$400.00	\$0.00	\$400.00	\$400.00	R 101-32120 CIGARETTE LICENSE
\$1,350.00	\$1,408.00	\$1,000.00	\$1,300.00	R 101-32130 GARBAGE HAULERS LICENSE
\$970.00	\$650.00	\$600.00	\$600.00	R 101-32140 HEATING/AC LICENSE
\$600.00	\$450.00	\$300.00	\$400.00	R 101-32150 TREE COMPANIES LICENSE
\$0.00	\$0.00	\$0.00	\$0.00	R 101-32160 GAS STATION LICENSE
\$0.00	\$0.00	\$0.00	\$0.00	R 101-32170 DRIVEWAY CONTRACTOR S LICENSE
\$4,933.25	\$4,595.50	\$3,000.00	\$4,000.00	R 101-32180 RENTAL HOUSING LICENSE
\$11,986.94	\$13,953.31	\$6,000.00	\$11,000.00	R 101-32210 BUILDING PERMITS
\$1,000.00	\$1,400.00	\$500.00	\$500.00	R 101-32211 ZONING PERMIT APPLICATION
\$2,736.32	\$2,263.96	\$1,000.00	\$2,000.00	R 101-32225 PLAN REVIEW FEE
\$1,494.00	\$1,152.00	\$700.00	\$1,000.00	R 101-32230 PLUMBING PERMITS
\$340.00	\$350.00	\$250.00	\$250.00	R 101-32240 ANIMAL LICENSES
\$1,728.50	\$1,619.50	\$1,000.00	\$1,500.00	R 101-32270 HEATING A/C PERMIT
\$0.00	\$0.00	\$0.00	\$0.00	R 101-32280 STREET EXCAVATION PERMIT
\$516,153.00	\$258,076.50	\$516,153.00	\$535,093.00	R 101-33401 LOCAL GOVERNMENT AID
-\$134.39	\$0.00	\$0.00	\$0.00	R 101-33402 HOMESTEAD CREDIT
\$1,198.00	\$599.00	\$1,198.00	\$1,198.00	R 101-33405 PERA RATE INCREASE
\$0.00	\$0.00	\$0.00	\$0.00	R 101-33406 MARKET VAL HOM CRED/LIHAC
\$0.00	\$0.00	\$0.00	\$0.00	R 101-33623 MET COUNCIL - LIV COMM GRANT
\$0.00	\$0.00	\$0.00	\$0.00	R 101-33624 LIVABLE COMMUNITIES
\$7,633.25	\$7,737.00	\$4,000.00	\$6,000.00	R 101-34101 CITY HALL/PARK RENTAL
\$156.00	\$25.00	\$0.00	\$0.00	R 101-34103 ADMINISTRATIVE FEE
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34105 SALE OF PUBLICATIONS
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34107 ASSESSMENT SEARCHES
\$98.38	\$91.27	\$50.00	\$100.00	R 101-34109 COPIES
\$150.00	\$150.00	\$0.00	\$0.00	R 101-34110 VARIANCE FEES
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34111 LEGAL FEES
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34112 CONDITIONAL USE PERMITS
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34113 ZONING AMENDMENT
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34114 ADVERTISING SALES
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34115 GENERAL GOVERNMENT MISC.
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34116 ENGINEERING FEES
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34201 FALSE SECURITY ALARM - POLICE
\$222.63	\$0.00	\$500.00	\$500.00	R 101-34202 FALSE FIRE ALARM - FIRE DEPT.
\$425.00	\$75.00	\$1,000.00	\$1,000.00	R 101-34203 FIRE INSPECTION FEE
\$0.00	\$0.00	\$0.00	\$0.00	R 101-34205 FIRE CALL REIMBURSEMENT
\$50,182.40	\$41,356.29	\$37,000.00	\$45,000.00	R 101-35101 COURT FINES
\$27,470.25	\$197.52	\$0.00	\$0.00	R 101-36100 SPECIAL ASSESMENTS
\$92.00	-\$92.00	\$0.00	\$0.00	R 101-36101 PRINCIPAL
\$1,844.55	\$19.97	\$0.00	\$0.00	R 101-36102 PENALTIES & INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 101-36103 TREE REMOVAL
\$0.00	\$0.00	\$0.00	\$0.00	R 101-36200 MISCELLANEOUS REVENUE
\$2,952.56	\$1,874.71	\$2,000.00	\$1,800.00	R 101-36211 INVESTMENT INTEREST
\$1,500.00	\$0.00	\$0.00	\$0.00	R 101-36230 DONATIONS
\$0.00	\$0.00	\$0.00	\$0.00	R 101-36231 DOG PARK DONATIONS
\$646.50	\$697.40	\$300.00	\$500.00	R 101-36240 SURCHARGES

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr
\$134.56	\$1,676.82	\$0.00	\$0.00	R 101-36250 REFUNDS & REIMBURSEMENTS
\$7,149.00	\$1,982.00	\$0.00	\$0.00	R 101-36252 LMC INSURANCE REFUND
\$16.65	\$0.00	\$0.00	\$0.00	R 101-36255 MISC
\$0.00	\$0.00	\$0.00	\$0.00	R 101-39101 SALES FIXED ASSETS
\$0.00	\$0.00	\$0.00	\$0.00	R 101-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 101-39999 PRIOR PERIOD ADJUSTMENT
\$1,236,712.04	\$666,800.08	\$1,187,216.00	\$1,230,506.00	
<b>FUND 201 COMMUNITY EVENTS</b>				
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34785 PARK EVENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34786 WINTER EVENT
\$75.00	\$75.00	\$50.00	\$75.00	R 201-34787 GARAGE SALE
\$1,200.00	\$1,409.00	\$800.00	\$800.00	R 201-34788 DAY IN THE PARK
\$401.00	\$760.00	\$400.00	\$400.00	R 201-34789 MUSIC UNDER THE TREES
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34790 MUGS
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34791 POP SALES
\$397.00	\$112.00	\$100.00	\$100.00	R 201-34792 T-SHIRT SALES
\$325.00	\$1,695.46	\$700.00	\$400.00	R 201-34793 FUN RUN/WALK
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34794 NATIONAL NIGHT OUT
\$1,793.19	\$854.00	\$600.00	\$1,000.00	R 201-34795 HALLOWEEN DONATIONS
\$38.94	\$30.06	\$50.00	\$35.00	R 201-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 201-36230 DONATIONS
\$0.00	\$0.00	\$0.00	\$0.00	R 201-36250 REFUNDS & REIMBURSEMENTS
\$139.64	\$93.36	\$100.00	\$100.00	R 201-36255 MISC
\$0.00	\$0.00	\$0.00	\$0.00	R 201-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 201-39201 TRANSFER FROM GENERAL FUND BAL
\$4,369.77	\$5,028.88	\$2,800.00	\$2,910.00	
<b>FUND 202 COMMUNICATIONS</b>				
\$0.00	\$4,939.00	\$0.00	\$0.00	R 202-33600 GRANTS & AID FROM LOCAL GOV.
\$124.10	\$61.84	\$100.00	\$75.00	R 202-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 202-36250 REFUNDS & REIMBURSEMENTS
\$20,312.84	\$15,446.25	\$20,000.00	\$20,000.00	R 202-36253 CABLE FRANCHISE REVENUE
\$20,436.94	\$20,447.09	\$20,100.00	\$20,075.00	
<b>FUND 203 RECYCLING</b>				
\$0.00	\$0.00	\$0.00	\$0.00	R 203-33621 METROPOLITAN COUNCIL-BIN GRAN
\$4,947.00	\$0.00	\$4,800.00	\$4,975.00	R 203-33622 COUNTY GRANTS
\$35,001.22	\$18,414.63	\$35,000.00	\$35,000.00	R 203-36100 SPECIAL ASSESMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 203-36101 PRINCIPAL
\$419.00	-\$280.63	\$0.00	\$0.00	R 203-36102 PENALTIES & INTEREST
\$573.51	\$418.30	\$300.00	\$400.00	R 203-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 203-36250 REFUNDS & REIMBURSEMENTS
\$0.00	\$307.00	\$0.00	\$0.00	R 203-36255 MISC
\$0.00	\$0.00	\$0.00	\$0.00	R 203-39200 INTERFUND OPERATING TRANSFERS
\$40,940.73	\$18,859.30	\$40,100.00	\$40,375.00	
<b>FUND 301 TAX INCREMENT DEBT SERVICE</b>				
\$0.00	\$0.00	\$0.00	\$0.00	R 301-31040 FISCAL DISPARITIES
\$0.00	\$0.00	\$0.00	\$0.00	R 301-31050 TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	R 301-31051 DELINQUENT TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	R 301-33402 HOMESTEAD CREDIT
\$0.00	\$0.00	\$0.00	\$0.00	R 301-33406 MARKET VAL HOM CRED/LIHAC
\$0.00	\$0.00	\$0.00	\$0.00	R 301-36100 SPECIAL ASSESMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 301-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 301-39200 INTERFUND OPERATING TRANSFERS



2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr
\$0.00	\$0.00	\$0.00	\$0.00	R 301-39205 TRANS FROM TIF PROJECT FUND
\$0.00	\$0.00	\$0.00	\$0.00	R 301-39999 PRIOR PERIOD ADJUSTMENT
\$0.00	\$0.00	\$0.00	\$0.00	
FUND 302 00 ST/UTIL IMP DEBT SERVICE				
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36100 SPECIAL ASSESMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36102 PENALTIES & INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36250 REFUNDS & REIMBURSEMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 302-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 302-39310 GENERAL OBLIGATION BND PROCEE
\$0.00	\$0.00	\$0.00	\$0.00	
FUND 303 02 ST/UTIL IMP DEBT SERVICE				
\$0.00	\$0.00	\$0.00	\$0.00	R 303-36100 SPECIAL ASSESMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 303-36102 PENALTIES & INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 303-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 303-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 303-39310 GENERAL OBLIGATION BND PROCEE
\$0.00	\$0.00	\$0.00	\$0.00	
FUND 304 03 ST/UTIL IMP DEBT SERVICE				
\$40,502.62	\$16,597.65	\$34,000.00	\$22,000.00	R 304-36100 SPECIAL ASSESMENTS
\$4,832.96	\$1,902.57	\$5,000.00	\$2,000.00	R 304-36102 PENALTIES & INTEREST
\$1,272.58	\$666.63	\$1,000.00	\$500.00	R 304-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 304-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 304-39310 GENERAL OBLIGATION BND PROCEE
\$46,608.16	\$19,166.85	\$40,000.00	\$24,500.00	
FUND 401 CAPITAL IMPROVEMENT STREETS				
\$0.00	\$0.00	\$0.00	\$0.00	R 401-36100 SPECIAL ASSESMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 401-36102 PENALTIES & INTEREST
\$105.71	\$0.00	\$0.00	\$0.00	R 401-36200 MISCELLANEOUS REVENUE
\$3,013.86	\$2,271.58	\$2,000.00	\$2,000.00	R 401-36211 INVESTMENT INTEREST
\$32,006.00	\$0.00	\$0.00	\$0.00	R 401-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 401-39201 TRANFER FROM GENERAL FUND BAL
\$0.00	\$0.00	\$0.00	\$0.00	R 401-39999 PRIOR PERIOD ADJUSTMENT
\$35,125.57	\$2,271.58	\$2,000.00	\$2,000.00	
FUND 402 CAPITAL IMPROVEMENTS				
\$266.26	\$421.31	\$400.00	\$400.00	R 402-36211 INVESTMENT INTEREST
\$70.50	\$0.00	\$0.00	\$0.00	R 402-36250 REFUNDS & REIMBURSEMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 402-39101 SALES FIXED ASSETS
\$84,012.00	\$0.00	\$0.00	\$0.00	R 402-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 402-39201 TRANFER FROM GENERAL FUND BAL
\$0.00	\$0.00	\$0.00	\$0.00	R 402-39999 PRIOR PERIOD ADJUSTMENT
\$84,348.76	\$421.31	\$400.00	\$400.00	
FUND 403 CAPITAL IMPROVE STORM WATER				
\$1,022.77	\$724.32	\$1,000.00	\$600.00	R 403-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 403-36250 REFUNDS & REIMBURSEMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 403-37230 PENALTIES
\$0.00	\$0.00	\$0.00	\$0.00	R 403-37300 STORM SEWER FEE
\$0.00	\$0.00	\$0.00	\$0.00	R 403-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 403-39201 TRANFER FROM GENERAL FUND BAL
\$0.00	\$0.00	\$0.00	\$0.00	R 403-39999 PRIOR PERIOD ADJUSTMENT

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr
\$1,022.77	\$724.32	\$1,000.00	\$600.00	
<b>FUND 404 PARK IMPROVEMENT</b>				
\$8,305.30	\$0.00	\$0.00	\$0.00	R 404-33130 CDBG/DNR
\$0.00	\$0.00	\$0.00	\$0.00	R 404-33400 STATE GRANTS AND AID
\$1,430.57	\$1,148.76	\$1,000.00	\$1,000.00	R 404-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 404-36230 DONATIONS
\$2,150.78	\$0.00	\$0.00	\$0.00	R 404-36255 MISC
\$32,006.00	\$0.00	\$0.00	\$0.00	R 404-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 404-39201 TRANSFER FROM GENERAL FUND BAL
\$0.00	\$0.00	\$0.00	\$0.00	R 404-39204 TRANS FROM COMMUNITY EVENT
\$0.00	\$0.00	\$0.00	\$0.00	R 404-39999 PRIOR PERIOD ADJUSTMENT
\$43,892.65	\$1,148.76	\$1,000.00	\$1,000.00	
<b>FUND 405 TIF-PROJECTS</b>				
\$160,928.31	\$97,691.55	\$180,000.00	\$0.00	R 405-31050 TAX INCREMENT
-\$6,184.60	\$3,833.38	\$0.00	\$0.00	R 405-31051 DELINQUENT TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	R 405-33406 MARKET VAL HOM CRED/LIHAC
\$0.00	\$0.00	\$0.00	\$0.00	R 405-33419 LARPENTEUR AVE REIMBURSEMENT
\$0.00	\$0.00	\$0.00	\$0.00	R 405-36210 INTEREST EARNINGS
\$2,074.85	\$1,960.62	\$1,500.00	\$0.00	R 405-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 405-36255 MISC
\$0.00	\$10,000.00	\$0.00	\$0.00	R 405-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 405-39207 TRANS FROM DEBT SERVICE FUND
\$0.00	\$0.00	\$0.00	\$0.00	R 405-39999 PRIOR PERIOD ADJUSTMENT
\$156,818.56	\$113,485.55	\$181,500.00	\$0.00	
<b>FUND 407 SEWER IMPROVEMENT</b>				
\$0.00	\$0.00	\$50,000.00	\$0.00	R 407-36200 MISCELLANEOUS REVENUE
\$2,467.47	\$1,747.40	\$2,000.00	\$1,500.00	R 407-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 407-37240 SEWER CONNECTIONS/RECONNECTI
\$0.00	\$0.00	\$0.00	\$0.00	R 407-39200 INTERFUND OPERATING TRANSFERS
\$2,467.47	\$1,747.40	\$52,000.00	\$1,500.00	
<b>FUND 409 WATER UTILITY</b>				
\$0.00	\$0.00	\$0.00	\$0.00	R 409-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 409-36251 ST. PAUL WATER SURCHARGE
\$0.00	\$0.00	\$0.00	\$0.00	
<b>FUND 412 02 ST/UTIL CONSTRUCTION</b>				
\$0.00	\$0.00	\$0.00	\$0.00	R 412-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	
<b>FUND 413 03 ST/UTIL CONSTRUCTION</b>				
\$0.00	\$0.00	\$0.00	\$0.00	R 413-33000 INTERGOVERNMENTAL REVENUE
\$0.00	\$0.00	\$0.00	\$0.00	R 413-33600 GRANTS & AID FROM LOCAL GOV.
\$0.00	\$0.00	\$0.00	\$0.00	R 413-36100 SPECIAL ASSESSMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 413-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 413-36250 REFUNDS & REIMBURSEMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 413-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 413-39310 GENERAL OBLIGATION BND PROCEE
\$0.00	\$0.00	\$0.00	\$0.00	
<b>FUND 414 DEVELOPMENT</b>				
\$0.00	\$0.00	\$0.00	\$38,000.00	R 414-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$38,000.00	

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr
FUND 601 SEWER UTILITIES				
\$0.00	\$0.00	\$0.00	\$0.00	R 601-33000 INTERGOVERNMENTAL REVENUE
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36100 SPECIAL ASSESSMENTS
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36101 PRINCIPAL
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36102 PENALTIES & INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36104 SEWER ASSESSMENT
\$1,865.04	\$1,592.69	\$2,000.00	\$1,800.00	R 601-36211 INVESTMENT INTEREST
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36230 DONATIONS
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36250 REFUNDS & REIMBURSEMENTS
\$0.32	\$0.00	\$0.00	\$0.00	R 601-36255 MISC
\$262,946.66	\$220,481.96	\$242,000.00	\$245,000.00	R 601-37210 SEWER SALES AND SERVICE
\$0.00	\$0.00	\$0.00	\$0.00	R 601-37215 DELINQUENT SEWER RECEIPTS
\$0.00	\$0.00	\$0.00	\$0.00	R 601-37230 PENALTIES
\$0.00	\$0.00	\$0.00	\$0.00	R 601-37240 SEWER CONNECTIONS/RECONNECTI
\$0.00	\$0.00	\$0.00	\$0.00	R 601-39101 SALES FIXED ASSETS
\$0.00	\$0.00	\$0.00	\$0.00	R 601-39999 PRIOR PERIOD ADJUSTMENT
\$264,812.02	\$222,074.65	\$244,000.00	\$246,800.00	
FUND 602 STORM SEWER ENTERPRISE FUND				
\$337.78	\$292.76	\$300.00	\$300.00	R 602-36211 INVESTMENT INTEREST
\$68,877.10	\$67,192.89	\$61,000.00	\$62,000.00	R 602-37300 STORM SEWER FEE
\$0.00	\$0.00	\$0.00	\$0.00	R 602-39200 INTERFUND OPERATING TRANSFERS
\$0.00	\$0.00	\$0.00	\$0.00	R 602-39999 PRIOR PERIOD ADJUSTMENT
\$69,214.88	\$67,485.65	\$61,300.00	\$62,300.00	
FUND 999 GASB34				
\$3,648.00	\$0.00	\$0.00	\$0.00	R 999-31010 CURRENT AD VALOREM
-\$60,882.00	\$0.00	\$0.00	\$0.00	R 999-36100 SPECIAL ASSESSMENTS
\$7,000.00	\$0.00	\$0.00	\$0.00	R 999-39101 SALES FIXED ASSETS
-\$50,234.00	\$0.00	\$0.00	\$0.00	
\$1,956,536.32	\$1,139,661.42	\$1,833,416.00	\$1,670,966.00	

**CITY OF LAUDERDALE**  
**2014 Expenditure Budget Final**

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	DEPT Descr
FUND 101 GENERAL					
\$13,200.00	\$15,125.00	\$16,500.00	\$16,500.00	E 101-41100-103 PART TIME EMPLOYEES	LEGISLATIVE
\$1,009.80	\$1,157.31	\$1,262.00	\$1,262.00	E 101-41100-122 FICA CONTRIBUTIONS	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-123 STATE TAXES	LEGISLATIVE
\$30.99	\$31.59	\$103.00	\$41.00	E 101-41100-151 WORKERS COMP PREMIUM	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-201 GENERAL SUPPLIES	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-202 PERMENANT SUPPLIES	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-203 POSTAGE	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-305 LEGAL FEES - CIVIL	LEGISLATIVE
\$310.00	\$455.00	\$3,000.00	\$2,000.00	E 101-41100-308 TRAINING\CONFERENCES	LEGISLATIVE
\$120.45	\$0.00	\$500.00	\$500.00	E 101-41100-331 TRAVEL EXPENSE	LEGISLATIVE
\$499.23	\$1,165.19	\$700.00	\$800.00	E 101-41100-352 PUBLIC INFO NOTICES	LEGISLATIVE
\$5,396.00	\$6,193.60	\$6,000.00	\$6,200.00	E 101-41100-361 GENERAL LIABILITY	LEGISLATIVE
\$2,860.00	\$2,957.00	\$2,800.00	\$3,000.00	E 101-41100-438 DUES & SUBSCRIPTIONS	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-439 SPECIAL EVENTS	LEGISLATIVE
\$84.90	\$0.00	\$250.00	\$225.00	E 101-41100-440 MEETING EXPENSES	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-441 CONTRIBUTIONS	LEGISLATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41100-530 FURNITURE & EQUIPMENT	LEGISLATIVE
\$99,074.14	\$92,616.79	\$102,650.00	\$106,840.00	E 101-41200-101 FULL TIME EMPLOYEES REGULA	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-102 EMPLOYEE OVERTIME	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-104 TEMP EMPLOYEES	ADMINISTRATIVE
\$7,182.96	\$6,714.65	\$7,442.00	\$7,746.00	E 101-41200-121 PERA CONTRIBUTIONS	ADMINISTRATIVE
\$7,825.53	\$7,321.30	\$7,853.00	\$8,173.00	E 101-41200-122 FICA CONTRIBUTIONS	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-126 ICMA RETIREMENT	ADMINISTRATIVE
\$12,150.12	\$12,980.22	\$14,160.00	\$16,320.00	E 101-41200-131 HEALTH INSURANCE	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-133 LIFE INSURANCE	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-142 UNEMPLOYMENT BENEFIT	ADMINISTRATIVE
\$730.49	\$628.93	\$821.00	\$855.00	E 101-41200-151 WORKERS COMP PREMIUM	ADMINISTRATIVE
\$1,391.02	\$1,070.31	\$1,500.00	\$1,500.00	E 101-41200-201 GENERAL SUPPLIES	ADMINISTRATIVE
\$14.27	\$0.00	\$0.00	\$0.00	E 101-41200-202 PERMENANT SUPPLIES	ADMINISTRATIVE
\$2,551.03	\$3,619.52	\$3,500.00	\$3,000.00	E 101-41200-203 POSTAGE	ADMINISTRATIVE
\$379.74	\$342.65	\$400.00	\$400.00	E 101-41200-208 WATER DELIVERY	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-227 TOOLS & EQUIPMENT	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-305 LEGAL FEES - CIVIL	ADMINISTRATIVE
\$4,785.00	\$9,055.75	\$6,500.00	\$8,100.00	E 101-41200-306 CONSULTING FEES	ADMINISTRATIVE
\$1,561.20	\$1,611.88	\$1,600.00	\$1,700.00	E 101-41200-307 COMPUTER SERVICES	ADMINISTRATIVE
\$1,801.77	\$1,911.70	\$2,000.00	\$2,500.00	E 101-41200-308 TRAINING\CONFERENCES	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-309 DELIVERY	ADMINISTRATIVE
\$293.01	\$299.51	\$400.00	\$400.00	E 101-41200-327 OTHER SERV- SEWER/NPDES II	ADMINISTRATIVE
\$1,153.22	\$1,133.87	\$1,000.00	\$1,100.00	E 101-41200-331 TRAVEL EXPENSE	ADMINISTRATIVE
\$935.75	\$855.00	\$1,000.00	\$1,000.00	E 101-41200-352 PUBLIC INFO NOTICES	ADMINISTRATIVE
\$2,518.00	\$2,682.97	\$3,000.00	\$2,800.00	E 101-41200-353 NEWSLETTER PRINTING	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-354 PHONEBOOK PRINTING	ADMINISTRATIVE
\$275.00	\$275.00	\$500.00	\$300.00	E 101-41200-355 MISC PRINTING/PROCESS SERVI	ADMINISTRATIVE
\$4,946.50	\$5,644.40	\$5,500.00	\$5,700.00	E 101-41200-361 GENERAL LIABILITY	ADMINISTRATIVE
\$1,703.01	\$1,636.33	\$2,000.00	\$1,900.00	E 101-41200-391 TELEPHONE/PAGERS	ADMINISTRATIVE
\$2,968.53	\$2,906.92	\$3,000.00	\$3,000.00	E 101-41200-401 COPIER CONTRACT	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-404 COMPUTER REPAIR/MAINTENAN	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-409 OTHER EQUIPMENT REPAIR/MAI	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-420 RENTALS	ADMINISTRATIVE
\$3,191.80	\$2,565.10	\$3,300.00	\$3,400.00	E 101-41200-438 DUES & SUBSCRIPTIONS	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-439 SPECIAL EVENTS	ADMINISTRATIVE
\$86.92	\$74.71	\$200.00	\$100.00	E 101-41200-440 MEETING EXPENSES	ADMINISTRATIVE

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	DEPT Descr
\$473.52	\$566.19	\$500.00	\$500.00	E 101-41200-442 MISC	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-530 FURNITURE & EQUIPMENT	ADMINISTRATIVE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41200-531 OFFICE EQUIPMENT	ADMINISTRATIVE
\$147.06	\$0.00	\$0.00	\$0.00	E 101-41200-534 OFFICE FURNITURE	ADMINISTRATIVE
\$2,207.22	\$614.53	\$1,000.00	\$1,000.00	E 101-41200-538 COMPUTER SOFTWARE & EQUIP	ADMINISTRATIVE
\$7,486.27	\$7,278.69	\$8,035.00	\$8,498.00	E 101-41500-101 FULL TIME EMPLOYEES REGULA	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41500-103 PART TIME EMPLOYEES	ELECTIONS, LEGA
\$2,501.00	\$0.00	\$0.00	\$2,600.00	E 101-41500-104 TEMP EMPLOYEES	ELECTIONS, LEGA
\$542.82	\$527.65	\$583.00	\$616.00	E 101-41500-121 PERA CONTRIBUTIONS	ELECTIONS, LEGA
\$572.79	\$556.83	\$615.00	\$650.00	E 101-41500-122 FICA CONTRIBUTIONS	ELECTIONS, LEGA
\$900.00	\$1,100.00	\$1,200.00	\$1,530.00	E 101-41500-131 HEALTH INSURANCE	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41500-133 LIFE INSURANCE	ELECTIONS, LEGA
\$67.70	\$49.23	\$64.00	\$83.00	E 101-41500-151 WORKERS COMP PREMIUM	ELECTIONS, LEGA
\$396.37	\$0.00	\$100.00	\$150.00	E 101-41500-201 GENERAL SUPPLIES	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41500-202 PERMENANT SUPPLIES	ELECTIONS, LEGA
\$10,208.10	\$9,350.00	\$18,000.00	\$11,500.00	E 101-41500-300 LEGAL FEES - PROSECUTING	ELECTIONS, LEGA
\$13,272.00	\$13,688.00	\$14,000.00	\$14,500.00	E 101-41500-301 AUDITING	ELECTIONS, LEGA
\$15,856.65	\$8,157.97	\$10,000.00	\$10,000.00	E 101-41500-305 LEGAL FEES - CIVIL	ELECTIONS, LEGA
\$426.14	\$426.14	\$700.00	\$700.00	E 101-41500-327 OTHER SERV- SEWER/NPDES II	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41500-331 TRAVEL EXPENSE	ELECTIONS, LEGA
\$325.75	\$0.00	\$0.00	\$400.00	E 101-41500-352 PUBLIC INFO NOTICES	ELECTIONS, LEGA
\$52.54	\$0.00	\$700.00	\$300.00	E 101-41500-355 MISC PRINTING/PROCESS SERVI	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41500-409 OTHER EQUIPMENT REPAIR/MAI	ELECTIONS, LEGA
\$51.67	\$0.00	\$0.00	\$225.00	E 101-41500-440 MEETING EXPENSES	ELECTIONS, LEGA
\$16.97	\$0.00	\$0.00	\$0.00	E 101-41500-442 MISC	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41500-530 FURNITURE & EQUIPMENT	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-41500-539 VOTING MACHINE	ELECTIONS, LEGA
\$0.00	\$0.00	\$0.00	\$0.00	E 101-42100-202 PERMENANT SUPPLIES	POLICE
\$12,125.16	\$12,074.15	\$13,175.00	\$14,200.00	E 101-42100-318 911 Dispatch	POLICE
\$596,069.08	\$602,029.99	\$602,030.00	\$617,081.00	E 101-42100-319 POLICE CONTRACT	POLICE
\$16,483.73	\$15,890.00	\$18,000.00	\$18,000.00	E 101-42100-320 FIRE CONTRACT	POLICE
\$25,638.69	\$10,526.66	\$16,000.00	\$16,000.00	E 101-42100-321 FIRE CALLS	POLICE
\$240.89	\$0.00	\$500.00	\$500.00	E 101-42100-322 FIRE FALSE ALARMS	POLICE
\$500.00	\$0.00	\$1,000.00	\$1,000.00	E 101-42100-323 FIRE INSPECTION	POLICE
\$0.00	\$24.96	\$0.00	\$0.00	E 101-42100-355 MISC PRINTING/PROCESS SERVI	POLICE
\$0.00	\$0.00	\$5,000.00	\$0.00	E 101-42100-360 INSURANCE	POLICE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-42100-391 TELEPHONE/PAGERS	POLICE
\$68.64	\$37.44	\$400.00	\$300.00	E 101-42100-442 MISC	POLICE
\$0.00	\$0.00	\$0.00	\$0.00	E 101-42100-530 FURNITURE & EQUIPMENT	POLICE
\$30,521.09	\$27,783.24	\$28,348.00	\$29,200.00	E 101-43000-101 FULL TIME EMPLOYEES REGULA	PUBLIC WORKS
\$2,329.94	\$901.35	\$3,000.00	\$3,000.00	E 101-43000-102 EMPLOYEE OVERTIME	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-104 TEMP EMPLOYEES	PUBLIC WORKS
\$2,381.88	\$2,079.54	\$2,273.00	\$2,335.00	E 101-43000-121 PERA CONTRIBUTIONS	PUBLIC WORKS
\$2,639.50	\$2,315.38	\$2,398.00	\$2,463.00	E 101-43000-122 FICA CONTRIBUTIONS	PUBLIC WORKS
\$4,443.92	\$4,279.55	\$4,800.00	\$5,100.00	E 101-43000-131 HEALTH INSURANCE	PUBLIC WORKS
\$1,330.01	\$1,104.39	\$1,442.00	\$1,481.00	E 101-43000-151 WORKERS COMP PREMIUM	PUBLIC WORKS
\$686.94	\$0.00	\$600.00	\$0.00	E 101-43000-202 PERMENANT SUPPLIES	PUBLIC WORKS
\$3,163.85	\$2,548.98	\$3,000.00	\$3,100.00	E 101-43000-212 MOTOR FUELS	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-213 LUBRICANTS & OTHER FLUIDS	PUBLIC WORKS
\$54.51	\$0.00	\$0.00	\$0.00	E 101-43000-225 LANDSCAPING MATERIALS	PUBLIC WORKS
\$0.00	\$129.68	\$0.00	\$0.00	E 101-43000-226 SIGNS	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-227 TOOLS & EQUIPMENT	PUBLIC WORKS
\$2,687.62	\$817.59	\$2,000.00	\$2,000.00	E 101-43000-228 MISC REPAIRS MAINT SUPPLIES	PUBLIC WORKS
\$0.00	\$0.00	\$1,000.00	\$1,000.00	E 101-43000-304 ENGINEERING	PUBLIC WORKS
\$0.00	\$0.00	\$400.00	\$400.00	E 101-43000-308 TRAINING\CONFERENCES	PUBLIC WORKS

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	DEPT Descr
\$7,411.12	\$10,944.61	\$15,000.00	\$15,000.00	E 101-43000-313 SNOW & ICE REMOVAL	PUBLIC WORKS
\$3,927.48	\$3,080.00	\$5,000.00	\$0.00	E 101-43000-314 STREET SWEEPING	PUBLIC WORKS
\$1,874.69	\$17,718.48	\$8,000.00	\$8,000.00	E 101-43000-317 TREE SERVICE	PUBLIC WORKS
\$1,620.00	\$0.00	\$0.00	\$0.00	E 101-43000-324 ALLEY REPAIR	PUBLIC WORKS
\$1,079.41	\$4,601.59	\$1,500.00	\$1,100.00	E 101-43000-327 OTHER SERV- SEWER/NPDES II	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-328 STREET REPAIR	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-362 PROPERTY INSURANCE	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-363 AUTOMOTIVE INSURANCE	PUBLIC WORKS
\$6,828.98	\$6,914.82	\$6,500.00	\$7,000.00	E 101-43000-380 STREET LIGHT UTILITY	PUBLIC WORKS
\$2,743.27	\$2,471.72	\$3,200.00	\$3,200.00	E 101-43000-381 ELECTRIC	PUBLIC WORKS
\$137.24	\$118.83	\$100.00	\$150.00	E 101-43000-382 WATER	PUBLIC WORKS
\$2,213.87	\$2,303.24	\$3,000.00	\$2,700.00	E 101-43000-383 GAS UTILITIES	PUBLIC WORKS
\$2,598.89	\$2,734.80	\$3,000.00	\$2,800.00	E 101-43000-384 REFUSE DISPOSAL	PUBLIC WORKS
\$502.04	\$456.41	\$500.00	\$500.00	E 101-43000-391 TELEPHONE/PAGERS	PUBLIC WORKS
\$857.54	\$1,734.29	\$3,000.00	\$3,000.00	E 101-43000-402 CITY TRUCK REPAIR/MAINTENA	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-426 MACHINERY RENTAL	PUBLIC WORKS
\$146.43	\$127.98	\$0.00	\$0.00	E 101-43000-442 MISC	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-510 LAND	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43000-530 FURNITURE & EQUIPMENT	PUBLIC WORKS
\$32,566.66	\$30,381.98	\$33,680.00	\$35,023.00	E 101-43400-101 FULL TIME EMPLOYEES REGULA	PLANNING, ZONIN
\$0.00	\$1,316.25	\$0.00	\$0.00	E 101-43400-104 TEMP EMPLOYEES	PLANNING, ZONIN
\$2,361.21	\$2,202.83	\$2,442.00	\$2,539.00	E 101-43400-121 PERA CONTRIBUTIONS	PLANNING, ZONIN
\$2,699.16	\$2,629.55	\$2,576.00	\$2,679.00	E 101-43400-122 FICA CONTRIBUTIONS	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-126 ICMA RETIREMENT	PLANNING, ZONIN
\$4,493.24	\$4,806.66	\$5,400.00	\$6,120.00	E 101-43400-131 HEALTH INSURANCE	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-133 LIFE INSURANCE	PLANNING, ZONIN
\$1,224.07	\$1,024.86	\$1,338.00	\$1,381.00	E 101-43400-151 WORKERS COMP PREMIUM	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-201 GENERAL SUPPLIES	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-202 PERMENANT SUPPLIES	PLANNING, ZONIN
\$264.65	\$230.00	\$300.00	\$300.00	E 101-43400-203 POSTAGE	PLANNING, ZONIN
\$0.00	\$1,981.00	\$5,000.00	\$0.00	E 101-43400-306 CONSULTING FEES	PLANNING, ZONIN
\$750.00	\$500.00	\$500.00	\$500.00	E 101-43400-308 TRAINING\CONFERENCES	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-310 PLUMBING INSPECTOR	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-311 HEATING INSPECTOR	PLANNING, ZONIN
\$450.28	\$0.00	\$1,000.00	\$1,000.00	E 101-43400-312 BUILDING INSPECTOR	PLANNING, ZONIN
\$0.00	\$30.00	\$0.00	\$0.00	E 101-43400-327 OTHER SERV- SEWER/NPDES II	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-331 TRAVEL EXPENSE	PLANNING, ZONIN
\$33.25	\$0.00	\$0.00	\$0.00	E 101-43400-355 MISC PRINTING/PROCESS SERVI	PLANNING, ZONIN
\$477.60	\$428.40	\$600.00	\$500.00	E 101-43400-386 GOPHER STATE ONE CALL	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-388 SAC UNIT CHARGES PAID TO MC	PLANNING, ZONIN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-43400-437 SALES TAX	PLANNING, ZONIN
\$409.01	\$0.00	\$200.00	\$200.00	E 101-43400-442 MISC	PLANNING, ZONIN
\$542.55	\$358.53	\$500.00	\$500.00	E 101-43400-443 SURCHARGE REPORT	PLANNING, ZONIN
\$38,969.94	\$36,181.63	\$45,985.00	\$41,408.00	E 101-45200-101 FULL TIME EMPLOYEES REGULA	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-103 PART TIME EMPLOYEES	PARK MAINTENAN
\$2,691.00	\$5,242.50	\$6,000.00	\$6,000.00	E 101-45200-104 TEMP EMPLOYEES	PARK MAINTENAN
\$2,825.49	\$2,612.76	\$2,899.00	\$3,002.00	E 101-45200-121 PERA CONTRIBUTIONS	PARK MAINTENAN
\$3,356.30	\$3,322.00	\$3,518.00	\$3,627.00	E 101-45200-122 FICA CONTRIBUTIONS	PARK MAINTENAN
\$5,597.81	\$5,721.48	\$6,960.00	\$7,650.00	E 101-45200-131 HEALTH INSURANCE	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-133 LIFE INSURANCE	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-142 UNEMPLOYMENT BENEFIT	PARK MAINTENAN
\$1,169.57	\$973.39	\$1,271.00	\$1,303.00	E 101-45200-151 WORKERS COMP PREMIUM	PARK MAINTENAN
\$69.60	\$0.00	\$300.00	\$0.00	E 101-45200-201 GENERAL SUPPLIES	PARK MAINTENAN
\$0.00	\$128.51	\$200.00	\$200.00	E 101-45200-202 PERMENANT SUPPLIES	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-212 MOTOR FUELS	PARK MAINTENAN

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\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-225 LANDSCAPING MATERIALS	PARK MAINTENAN
\$1,441.40	\$889.80	\$700.00	\$1,000.00	E 101-45200-228 MISC REPAIRS MAINT SUPPLIES	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-317 TREE SERVICE	PARK MAINTENAN
\$106.87	\$0.00	\$0.00	\$0.00	E 101-45200-327 OTHER SERV- SEWER/NPDES II	PARK MAINTENAN
\$700.00	\$700.00	\$700.00	\$700.00	E 101-45200-370 PARK & REC EXPENSES	PARK MAINTENAN
\$1,715.00	\$920.00	\$1,500.00	\$2,000.00	E 101-45200-371 NON-RESIDENT REIMBURSEMEN	PARK MAINTENAN
\$418.94	\$384.27	\$500.00	\$500.00	E 101-45200-381 ELECTRIC	PARK MAINTENAN
\$229.99	\$165.65	\$200.00	\$200.00	E 101-45200-382 WATER	PARK MAINTENAN
\$580.38	\$657.86	\$1,000.00	\$700.00	E 101-45200-383 GAS UTILITIES	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-384 REFUSE DISPOSAL	PARK MAINTENAN
\$20.33	\$0.00	\$50.00	\$50.00	E 101-45200-391 TELEPHONE/PAGERS	PARK MAINTENAN
\$0.00	\$0.00	\$1,000.00	\$1,000.00	E 101-45200-403 TRACTOR/MOWER REPAIR/MAIN	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-412 WARMING HOUSE REPAIR/MAIN	PARK MAINTENAN
\$827.49	\$1,071.67	\$500.00	\$1,100.00	E 101-45200-427 PORTA POTTY RENTAL	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-437 SALES TAX	PARK MAINTENAN
\$16.05	\$1,982.23	\$300.00	\$100.00	E 101-45200-442 MISC	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-536 PARK PHONE	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-540 MACHINERY & EQUIPMENT	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45200-550 OTHER IMPROVEMENTS	PARK MAINTENAN
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45300-101 FULL TIME EMPLOYEES REGULA	CONTINGENCY
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45300-121 PERA CONTRIBUTIONS	CONTINGENCY
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45300-122 FICA CONTRIBUTIONS	CONTINGENCY
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45300-131 HEALTH INSURANCE	CONTINGENCY
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45300-442 MISC	CONTINGENCY
\$0.00	\$0.00	\$20,000.00	\$20,000.00	E 101-45300-444 CONTINGENCY FUNDS	CONTINGENCY
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45300-710 OPERATING TRANSFERS	CONTINGENCY
\$0.00	\$0.00	\$0.00	\$38,000.00	E 101-45400-710 OPERATING TRANSFERS	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-721 OPERATING TRANSFER TO 201	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-731 OPERATING TRANSFER TO 301	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-732 OPERATING TRANSFER TO 302	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-733 OPERATING TRANSFER TO 303	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-734 OPERATING TRANSFER TO 304	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-741 OPERATING TRANSFER TO 401	TRANSFERS OUT
\$32,006.00	\$0.00	\$6,993.00	\$0.00	E 101-45400-742 OPERATING TRANSFER TO 402	TRANSFERS OUT
\$84,012.00	\$0.00	\$0.00	\$0.00	E 101-45400-743 OPERATING TRANSFER TO 403	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-744 OPERATING TRANSFER TO 404	TRANSFERS OUT
\$32,006.00	\$0.00	\$0.00	\$0.00	E 101-45400-745 OPERATING TRANSFER TO 405	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-747 OPERATING TRANSFER TO 407	TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-749 OPERATING TRANSFER TO 409	TRANSFERS OUT
\$6,459.75	\$11,796.05	\$24,000.00	\$30,000.00	E 101-48100-306 CONSULTING FEES	DEVELOPMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48100-442 MISC	DEVELOPMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48411-550 OTHER IMPROVEMENTS	LIV COM LTRI
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-306 CONSULTING FEES	LARP AVE DVLPMT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-442 MISC	LARP AVE DVLPMT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-550 OTHER IMPROVEMENTS	LARP AVE DVLPMT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-555 LARPEN TEUR AVE REDEVELOP	LARP AVE DVLPMT
\$1,231,332.95	\$1,079,736.96	\$1,187,216.00	\$1,230,506.00		

FUND 201 COMMUNITY EVENTS

\$17.00	\$0.00	\$0.00	\$0.00	E 201-45600-201 GENERAL SUPPLIES	COMMUNITY EVE
\$0.00	\$0.00	\$100.00	\$0.00	E 201-45600-202 PERMENANT SUPPLIES	COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-327 OTHER SERV- SEWER/NPDES II	COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-352 PUBLIC INFO NOTICES	COMMUNITY EVE
\$488.05	\$572.82	\$500.00	\$500.00	E 201-45600-368 FUN RUN/WALK	COMMUNITY EVE
\$400.00	\$227.95	\$400.00	\$400.00	E 201-45600-369 MUSIC UNDER THE TREES	COMMUNITY EVE

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\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-372 MUGS	COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$500.00	E 201-45600-373 T-SHIRTS	COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-374 POP	COMMUNITY EVE
\$0.00	\$0.00	\$250.00	\$250.00	E 201-45600-375 WINTER EVENT	COMMUNITY EVE
\$0.00	\$160.84	\$0.00	\$0.00	E 201-45600-376 GARAGE SALE	COMMUNITY EVE
\$1,257.57	\$1,248.13	\$1,300.00	\$1,300.00	E 201-45600-377 DAY IN THE PARK	COMMUNITY EVE
\$126.00	\$126.00	\$150.00	\$150.00	E 201-45600-378 NATIONAL NIGHT OUT	COMMUNITY EVE
\$743.99	\$166.69	\$600.00	\$700.00	E 201-45600-379 HALLOWEEN EVENT	COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-428 MISC RENTAL	COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-430 MISC	COMMUNITY EVE
\$140.00	\$138.00	\$200.00	\$200.00	E 201-45600-440 MEETING EXPENSES	COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-744 OPERATING TRANSFER TO 404	COMMUNITY EVE
\$3,172.61	\$2,640.43	\$3,500.00	\$4,000.00		

FUND 202 COMMUNICATIONS

\$16,094.81	\$15,151.15	\$16,784.00	\$17,508.00	E 202-49500-101 FULL TIME EMPLOYEES REGULA	CABLE T.V.
\$1,166.88	\$1,098.38	\$1,217.00	\$1,269.00	E 202-49500-121 PERA CONTRIBUTIONS	CABLE T.V.
\$1,323.74	\$1,247.59	\$1,284.00	\$1,339.00	E 202-49500-122 FICA CONTRIBUTIONS	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-126 ICMA RETIREMENT	CABLE T.V.
\$2,250.18	\$2,420.00	\$2,640.00	\$3,060.00	E 202-49500-131 HEALTH INSURANCE	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-133 LIFE INSURANCE	CABLE T.V.
\$118.51	\$102.83	\$134.00	\$140.00	E 202-49500-151 WORKERS COMP PREMIUM	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-201 GENERAL SUPPLIES	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-202 PERMENANT SUPPLIES	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-305 LEGAL FEES - CIVIL	CABLE T.V.
\$500.00	\$500.00	\$600.00	\$500.00	E 202-49500-307 COMPUTER SERVICES	CABLE T.V.
\$2,862.65	\$2,146.77	\$3,000.00	\$3,000.00	E 202-49500-327 OTHER SERV- SEWER/NPDES II	CABLE T.V.
\$4,636.07	\$4,686.37	\$5,000.00	\$5,000.00	E 202-49500-329 CABLE FRANCHISE FEE	CABLE T.V.
\$0.00	\$39.99	\$0.00	\$0.00	E 202-49500-409 OTHER EQUIPMENT REPAIR/MAI	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-426 MACHINERY RENTAL	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-444 CONTINGENCY FUNDS	CABLE T.V.
\$0.00	\$324.99	\$3,300.00	\$3,000.00	E 202-49500-530 FURNITURE & EQUIPMENT	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-531 OFFICE EQUIPMENT	CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-532 COPIER	CABLE T.V.
\$28,952.84	\$27,718.07	\$33,959.00	\$34,816.00		

FUND 203 RECYCLING

\$5,739.14	\$5,247.92	\$5,832.00	\$6,007.00	E 203-50000-101 FULL TIME EMPLOYEES REGULA	RECYCLING
\$416.11	\$380.48	\$423.00	\$436.00	E 203-50000-121 PERA CONTRIBUTIONS	RECYCLING
\$500.63	\$460.71	\$446.00	\$460.00	E 203-50000-122 FICA CONTRIBUTIONS	RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-126 ICMA RETIREMENT	RECYCLING
\$899.64	\$880.00	\$960.00	\$1,020.00	E 203-50000-131 HEALTH INSURANCE	RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-133 LIFE INSURANCE	RECYCLING
\$42.95	\$35.73	\$47.00	\$48.00	E 203-50000-151 WORKERS COMP PREMIUM	RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-201 GENERAL SUPPLIES	RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-202 PERMENANT SUPPLIES	RECYCLING
\$331.50	\$331.50	\$350.00	\$350.00	E 203-50000-327 OTHER SERV- SEWER/NPDES II	RECYCLING
\$23,837.29	\$25,593.78	\$26,500.00	\$26,000.00	E 203-50000-389 RECYCLING CONTRACTOR	RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-438 DUES & SUBSCRIPTIONS	RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-440 MEETING EXPENSES	RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-444 CONTINGENCY FUNDS	RECYCLING
\$31,767.26	\$32,930.12	\$34,558.00	\$34,321.00		

FUND 301 TAX INCREMENT DEBT SERVICE

\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-101 FULL TIME EMPLOYEES REGULA	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-121 PERA CONTRIBUTIONS	TAX INCREMENT



2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	DEPT Descr
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-122 FICA CONTRIBUTIONS	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-131 HEALTH INSURANCE	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-133 LIFE INSURANCE	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-444 CONTINGENCY FUNDS	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-601 BOND PRINCIPAL	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-611 BOND INTEREST	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-621 FILE MAINTENANCE CHARGES	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-710 OPERATING TRANSFERS	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-745 OPERATING TRANSFER TO 405	TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00		
FUND 302 00 ST/UTIL IMP DEBT SERVICE					
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-303 FINANCIAL CONTRACT	00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-601 BOND PRINCIPAL	00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-611 BOND INTEREST	00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-621 FILE MAINTENANCE CHARGES	00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-710 OPERATING TRANSFERS	00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00		
FUND 303 02 ST/UTIL IMP DEBT SERVICE					
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-303 FINANCIAL CONTRACT	02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-601 BOND PRINCIPAL	02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-611 BOND INTEREST	02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-621 FILE MAINTENANCE CHARGES	02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00		
FUND 304 03 ST/UTIL IMP DEBT SERVICE					
\$0.00	\$10,000.00	\$0.00	\$0.00	E 304-47000-721 OPERATING TRANSFER TO 201	DEBT SERVICE
\$0.00	\$0.00	\$0.00	\$0.00	E 304-47400-303 FINANCIAL CONTRACT	03 ST/UTIL BOND
\$100,000.00	\$100,000.00	\$100,000.00	\$105,000.00	E 304-47400-601 BOND PRINCIPAL	03 ST/UTIL BOND
\$12,330.00	\$9,105.00	\$9,105.00	\$5,618.00	E 304-47400-611 BOND INTEREST	03 ST/UTIL BOND
\$793.75	\$673.75	\$800.00	\$800.00	E 304-47400-621 FILE MAINTENANCE CHARGES	03 ST/UTIL BOND
\$113,123.75	\$119,778.75	\$109,905.00	\$111,418.00		
FUND 401 CAPITAL IMPROVEMENT STREETS					
\$0.00	\$0.00	\$0.00	\$0.00	E 401-48401-303 FINANCIAL CONTRACT	STREET IMPROVE
\$0.00	\$0.00	\$15,000.00	\$0.00	E 401-48401-304 ENGINEERING	STREET IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00	E 401-48401-317 TREE SERVICE	STREET IMPROVE
\$0.00	\$0.00	\$100,000.00	\$20,000.00	E 401-48401-328 STREET REPAIR	STREET IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00	E 401-48401-710 OPERATING TRANSFERS	STREET IMPROVE
\$0.00	\$0.00	\$115,000.00	\$20,000.00		
FUND 402 CAPITAL IMPROVEMENTS					
\$0.00	\$3,245.00	\$0.00	\$5,000.00	E 402-48000-510 LAND	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$13,000.00	E 402-48000-520 BUILDINGS	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-521 CITY GARAGE	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-523 WARMING HOUSE	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-530 FURNITURE & EQUIPMENT	GENERAL CAPITAL
\$0.00	\$1,677.55	\$8,000.00	\$0.00	E 402-48000-531 OFFICE EQUIPMENT	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-532 COPIER	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-535 FURNACE/AC	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-538 COMPUTER SOFTWARE & EQUIP	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-540 MACHINERY & EQUIPMENT	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-543 TRACTOR	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-550 OTHER IMPROVEMENTS	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-560 VEHICLE	GENERAL CAPITAL

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\$33,097.58	\$0.00	\$0.00	\$0.00	E 402-48000-562 TRUCK	GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-710 OPERATING TRANSFERS	GENERAL CAPITAL
\$33,097.58	\$4,922.55	\$8,000.00	\$18,000.00		
<b>FUND 403 CAPITAL IMPROVE STORM WATER</b>					
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-101 FULL TIME EMPLOYEES REGULA	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-102 EMPLOYEE OVERTIME	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-121 PERA CONTRIBUTIONS	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-122 FICA CONTRIBUTIONS	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-131 HEALTH INSURANCE	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-133 LIFE INSURANCE	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-151 WORKERS COMP PREMIUM	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-201 GENERAL SUPPLIES	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-304 ENGINEERING	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$80,000.00	E 403-48403-327 OTHER SERV- SEWER/NPDES II	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-328 STREET REPAIR	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-442 MISC	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-444 CONTINGENCY FUNDS	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-554 CATCH BASIN REPAIRS	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-710 OPERATING TRANSFERS	STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$80,000.00		
<b>FUND 404 PARK IMPROVEMENT</b>					
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-304 ENGINEERING	PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-437 SALES TAX	PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-510 LAND	PARK IMPROVEME
\$816.20	\$0.00	\$0.00	\$0.00	E 404-48404-524 PICNIC SHELTER	PARK IMPROVEME
\$10,695.76	\$0.00	\$0.00	\$0.00	E 404-48404-525 PLAYGROUND (CDBG)	PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-526 PARK PATH (CDBG)	PARK IMPROVEME
\$2,926.24	\$0.00	\$3,000.00	\$0.00	E 404-48404-527 GENERAL PARK IMPROVEMENT	PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-528 COURT IMPROVEMENTS	PARK IMPROVEME
\$14,438.20	\$0.00	\$3,000.00	\$0.00		
<b>FUND 405 TIF-PROJECTS</b>					
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-101 FULL TIME EMPLOYEES REGULA	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-121 PERA CONTRIBUTIONS	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-122 FICA CONTRIBUTIONS	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-131 HEALTH INSURANCE	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-133 LIFE INSURANCE	TIF - PROJECTS
\$0.00	\$34,216.80	\$50,000.00	\$30,000.00	E 405-48500-304 ENGINEERING	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-305 LEGAL FEES - CIVIL	TIF - PROJECTS
\$0.00	\$43,333.97	\$324,000.00	\$270,000.00	E 405-48500-325 LARPENTEUR AVE IMPROVEMEN	TIF - PROJECTS
\$1,164.07	\$142,772.55	\$200,000.00	\$0.00	E 405-48500-327 OTHER SERV- SEWER/NPDES II	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-408 LIFT STATION REPAIR/MAINT	TIF - PROJECTS
\$0.00	\$1,500.00	\$0.00	\$0.00	E 405-48500-442 MISC	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-444 CONTINGENCY FUNDS	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-530 FURNITURE & EQUIPMENT	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-540 MACHINERY & EQUIPMENT	TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-710 OPERATING TRANSFERS	TIF - PROJECTS
\$1,164.07	\$221,823.32	\$574,000.00	\$300,000.00		
<b>FUND 407 SEWER IMPROVEMENT</b>					
\$0.00	\$0.00	\$0.00	\$0.00	E 407-48407-304 ENGINEERING	SEWER IMPROVE
\$0.00	\$0.00	\$50,000.00	\$0.00	E 407-48407-500 CAPITAL OUTLAY	SEWER IMPROVE
\$0.00	\$0.00	\$50,000.00	\$0.00		

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<b>FUND 409 WATER UTILITY</b>					
\$0.00	\$0.00	\$0.00	\$0.00	E 409-48409-328 STREET REPAIR	WATER IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00	E 409-48409-710 OPERATING TRANSFERS	WATER IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 412 02 ST/UTIL CONSTRUCTION</b>					
\$0.00	\$0.00	\$0.00	\$0.00	E 412-48410-304 ENGINEERING	STREET & UTILIT
\$0.00	\$0.00	\$0.00	\$0.00	E 412-48410-328 STREET REPAIR	STREET & UTILIT
\$0.00	\$0.00	\$0.00	\$0.00	E 412-48410-721 OPERATING TRANSFER TO 201	STREET & UTILIT
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 601 SEWER UTILITIES</b>					
\$27,951.46	\$19,432.38	\$28,134.00	\$29,046.00	E 601-49000-101 FULL TIME EMPLOYEES REGULA	SEWER
\$10,135.26	\$9,071.34	\$12,000.00	\$12,000.00	E 601-49000-102 EMPLOYEE OVERTIME	SEWER
\$2,738.45	\$2,494.56	\$2,910.00	\$2,976.00	E 601-49000-121 PERA CONTRIBUTIONS	SEWER
\$3,003.53	\$2,744.24	\$3,070.00	\$3,140.00	E 601-49000-122 FICA CONTRIBUTIONS	SEWER
\$4,962.37	\$4,997.26	\$4,536.00	\$4,896.00	E 601-49000-131 HEALTH INSURANCE	SEWER
\$2,578.07	\$2,131.60	\$2,783.00	\$2,839.00	E 601-49000-151 WORKERS COMP PREMIUM	SEWER
\$0.00	\$0.00	\$0.00	\$0.00	E 601-49000-201 GENERAL SUPPLIES	SEWER
\$673.67	\$560.78	\$700.00	\$700.00	E 601-49000-212 MOTOR FUELS	SEWER
\$0.00	\$0.00	\$300.00	\$0.00	E 601-49000-227 TOOLS & EQUIPMENT	SEWER
\$52.40	\$0.00	\$400.00	\$700.00	E 601-49000-228 MISC REPAIRS MAINT SUPPLIES	SEWER
\$1,659.00	\$1,711.00	\$1,700.00	\$1,750.00	E 601-49000-301 AUDITING	SEWER
\$5,059.25	\$399.00	\$3,000.00	\$3,000.00	E 601-49000-304 ENGINEERING	SEWER
\$600.00	\$600.00	\$600.00	\$600.00	E 601-49000-308 TRAINING\CONFERENCES	SEWER
\$0.00	\$0.00	\$1,500.00	\$0.00	E 601-49000-315 SEWER JETTING	SEWER
\$4,559.63	\$0.00	\$1,500.00	\$2,000.00	E 601-49000-316 SEWER TELEVISIONING	SEWER
\$14,074.09	\$5,298.04	\$7,000.00	\$7,000.00	E 601-49000-327 OTHER SERV- SEWER/NPDES II	SEWER
\$0.00	\$0.00	\$100.00	\$0.00	E 601-49000-331 TRAVEL EXPENSE	SEWER
\$1,686.25	\$1,935.51	\$1,800.00	\$2,000.00	E 601-49000-361 GENERAL LIABILITY	SEWER
\$0.00	\$757.00	\$0.00	\$1,100.00	E 601-49000-362 PROPERTY INSURANCE	SEWER
\$0.00	\$0.00	\$0.00	\$0.00	E 601-49000-363 AUTOMOTIVE INSURANCE	SEWER
\$46.19	\$40.22	\$100.00	\$100.00	E 601-49000-382 WATER	SEWER
\$117,186.12	\$118,311.00	\$120,000.00	\$125,000.00	E 601-49000-387 WATER TREATMENT SERVICE	SEWER
\$251.03	\$228.19	\$300.00	\$300.00	E 601-49000-391 TELEPHONE/PAGERS	SEWER
\$105.77	\$216.80	\$400.00	\$400.00	E 601-49000-402 CITY TRUCK REPAIR/MAINTENA	SEWER
\$749.40	\$546.53	\$1,000.00	\$700.00	E 601-49000-425 CLOTHING	SEWER
\$3,540.00	\$0.00	\$0.00	\$0.00	E 601-49000-442 MISC	SEWER
\$0.00	\$0.00	\$0.00	\$0.00	E 601-49000-444 CONTINGENCY FUNDS	SEWER
\$34,292.00	\$0.00	\$34,000.00	\$35,000.00	E 601-49000-501 DEPRECIATION EXPENSES	SEWER
\$0.00	\$0.00	\$0.00	\$0.00	E 601-49000-540 MACHINERY & EQUIPMENT	SEWER
\$0.00	\$0.00	\$0.00	\$0.00	E 601-49000-554 CATCH BASIN REPAIRS	SEWER
\$0.00	\$0.00	\$0.00	\$35,000.00	E 601-49000-710 OPERATING TRANSFERS	SEWER
\$235,903.94	\$171,475.45	\$227,833.00	\$270,247.00		
<b>FUND 602 STORM SEWER ENTERPRISE FUND</b>					
\$31,859.58	\$22,677.01	\$32,114.00	\$33,124.00	E 602-49100-101 FULL TIME EMPLOYEES REGULA	STORM SEWER EN
\$4,223.14	\$3,779.82	\$5,000.00	\$5,000.00	E 602-49100-102 EMPLOYEE OVERTIME	STORM SEWER EN
\$2,598.90	\$2,370.27	\$2,691.00	\$2,764.00	E 602-49100-121 PERA CONTRIBUTIONS	STORM SEWER EN
\$2,843.67	\$2,601.83	\$2,839.00	\$2,916.00	E 602-49100-122 FICA CONTRIBUTIONS	STORM SEWER EN
\$4,602.71	\$4,614.83	\$4,944.00	\$5,304.00	E 602-49100-131 HEALTH INSURANCE	STORM SEWER EN
\$2,088.64	\$1,732.45	\$2,262.00	\$2,319.00	E 602-49100-151 WORKERS COMP PREMIUM	STORM SEWER EN
\$0.00	\$0.00	\$0.00	\$0.00	E 602-49100-201 GENERAL SUPPLIES	STORM SEWER EN
\$673.70	\$560.77	\$700.00	\$700.00	E 602-49100-212 MOTOR FUELS	STORM SEWER EN
\$403.72	\$0.00	\$0.00	\$0.00	E 602-49100-227 TOOLS & EQUIPMENT	STORM SEWER EN

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\$52.40	\$307.80	\$0.00	\$0.00	E 602-49100-228 MISC REPAIRS MAINT SUPPLIES	STORM SEWER EN
\$1,659.00	\$1,711.00	\$1,700.00	\$1,800.00	E 602-49100-301 AUDITING	STORM SEWER EN
\$928.50	\$0.00	\$9,000.00	\$3,000.00	E 602-49100-304 ENGINEERING	STORM SEWER EN
\$0.00	\$0.00	\$100.00	\$0.00	E 602-49100-308 TRAINING/CONFERENCES	STORM SEWER EN
\$0.00	\$0.00	\$0.00	\$5,000.00	E 602-49100-314 STREET SWEEPING	STORM SEWER EN
\$3,718.77	-\$1,965.07	\$2,500.00	\$3,500.00	E 602-49100-327 OTHER SERV- SEWER/NPDES II	STORM SEWER EN
\$38.00	\$85.50	\$100.00	\$100.00	E 602-49100-352 PUBLIC INFO NOTICES	STORM SEWER EN
\$1,686.25	\$1,935.49	\$1,700.00	\$2,000.00	E 602-49100-361 GENERAL LIABILITY	STORM SEWER EN
\$251.04	\$228.19	\$300.00	\$300.00	E 602-49100-391 TELEPHONE/PAGERS	STORM SEWER EN
\$105.77	\$216.79	\$400.00	\$400.00	E 602-49100-402 CITY TRUCK REPAIR/MAINTENA	STORM SEWER EN
\$749.42	\$546.53	\$1,000.00	\$700.00	E 602-49100-425 CLOTHING	STORM SEWER EN
\$910.00	\$910.00	\$1,000.00	\$500.00	E 602-49100-438 DUES & SUBSCRIPTIONS	STORM SEWER EN
\$0.00	\$0.00	\$1,000.00	\$0.00	E 602-49100-442 MISC	STORM SEWER EN
\$0.00	\$0.00	\$0.00	\$0.00	E 602-49100-444 CONTINGENCY FUNDS	STORM SEWER EN
\$0.00	\$0.00	\$0.00	\$0.00	E 602-49100-501 DEPRECIATION EXPENSES	STORM SEWER EN
\$0.00	\$0.00	\$0.00	\$0.00	E 602-49100-540 MACHINERY & EQUIPMENT	STORM SEWER EN
\$0.00	\$2,050.00	\$0.00	\$0.00	E 602-49100-554 CATCH BASIN REPAIRS	STORM SEWER EN
\$0.00	\$0.00	\$0.00	\$0.00	E 602-49100-710 OPERATING TRANSFERS	STORM SEWER EN
\$59,393.21	\$44,363.21	\$69,350.00	\$69,427.00		
FUND 999 GASB34					
\$1,093.07	-\$18,677.75	\$0.00	\$0.00	E 999-41000-100 WAGES AND SALARIES	GENERAL GOVER
\$3,865.00	\$0.00	\$0.00	\$0.00	E 999-41000-420 RENTALS	GENERAL GOVER
\$0.00	\$0.00	\$0.00	\$0.00	E 999-41000-500 CAPITAL OUTLAY	GENERAL GOVER
\$440.55	-\$6,906.25	\$0.00	\$0.00	E 999-43000-100 WAGES AND SALARIES	PUBLIC WORKS
\$117,185.00	\$0.00	\$0.00	\$0.00	E 999-43000-420 RENTALS	PUBLIC WORKS
\$0.00	\$0.00	\$0.00	\$0.00	E 999-43000-499 LOSS ON DISPOSAL OF ASSETS	PUBLIC WORKS
-\$33,098.00	\$0.00	\$0.00	\$0.00	E 999-43000-500 CAPITAL OUTLAY	PUBLIC WORKS
\$683.25	-\$8,181.85	\$0.00	\$0.00	E 999-45000-100 WAGES AND SALARIES	PARK & RECREATI
\$24,673.00	\$0.00	\$0.00	\$0.00	E 999-45000-420 RENTALS	PARK & RECREATI
\$0.00	\$0.00	\$0.00	\$0.00	E 999-45000-500 CAPITAL OUTLAY	PARK & RECREATI
-\$100,000.00	\$0.00	\$0.00	\$0.00	E 999-47000-601 BOND PRINCIPAL	DEBT SERVICE
-\$1,313.00	\$0.00	\$0.00	\$0.00	E 999-47000-611 BOND INTEREST	DEBT SERVICE
\$1,292.00	\$0.00	\$0.00	\$0.00	E 999-49000-420 RENTALS	SEWER
\$0.00	\$0.00	\$0.00	\$0.00	E 999-49000-500 CAPITAL OUTLAY	SEWER
\$328.17	-\$2,599.79	\$0.00	\$0.00	E 999-49500-100 WAGES AND SALARIES	CABLE T.V.
\$216.67	-\$1,426.73	\$0.00	\$0.00	E 999-50000-100 WAGES AND SALARIES	RECYCLING
\$15,365.71	-\$37,792.37	\$0.00	\$0.00		
\$1,767,712.12	\$1,667,596.49	\$2,416,321.00	\$2,172,735.00		

**LAUDERDALE COUNCIL  
ACTION FORM**

<b>Action Requested</b>	
Consent	_____
Public Hearing	_____
Discussion	_____X_____
Action	_____X_____
Resolution	_____
Work Session	_____

Meeting Date	December 10, 2013
ITEM NUMBER	LA Pedestrian Project
STAFF INITIAL	<u>JB</u>
APPROVED BY ADMINISTRATOR	

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

Geoff Martin will be at the meeting to go over the attached information. As you will read in the memo, there were a number of changes that had to be made once they started working the concepts into the conditions along Larpenteur Avenue. There was also the need to maintain at least five feet of walkway for snow removal. Also attached are updated costs showing the portion anticipated from the County. Geoff also provided some options for site furnishings that he would like Council perspective on.

Staff just received the full set of plans and will look them over Monday. If everything looks acceptable, Geoff will be looking for a motion to put the project out for bids at the meeting.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**

## Memo

---



Stantec

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To: Heather Butkowski,  
City Administrator

From: Geoff Martin  
St. Paul Office

File: Larpenteur Streetscape Status      Date: December 6, 2013

---

Reference: **Lauderdale Streetscape**

### 1. Plan Updates

**a. Bumpout at Malvern Removed :** A more detailed analysis of the street grades revealed that almost half the street from Larpenteur to the parking lot for the Wellness Center would have to be removed, reshaped and replaced in order for the curb bumpout to drain properly. As a team we determined the bumpout costs were escalating beyond the current budget and this item should be included in a future phase.

**b. Add Tree Grates between Malvern and Eustis:** Tree grates have been added around the trees in order to maintain a 5 foot wide walkable surface. and clearance for snow removal equipment.

**c. Remove Street Trees between Eustis to Pleasant:** there are a number of existing mature trees fronting the single family homes within this segment of the streetscape. Many of the trees have canopies that spread out over the street and future walkway. The proposed trees were removed from the project between Eustis and Pleasant in order to reduce the sense of clutter and overcrowding.

**d. Eyebrow cut outs have been incorporated into the sidewalk** in front of the 2409 and 2383 Larpenteur Avenue to reduce the impact of the sidewalk construction process on the root system of neighboring trees. The minimum walk width will be maintained at 5 feet in these areas.

**e. Ramp at Brandychase:** The grades of the existing walk leading to the townhomes at Brandychase had to be steepened to meet the new grades of the walk and bus stop area.

**f. Material choices:** Colors for the pavers, colored concrete, and walls have been chosen to be complimentary to as well as differentiate Lauderdale from Falcon Heights segments of the corridor. All the tree grates options have been chosen to provide a distinctive pattern to add a less formal whimsical touch to the streetscape. The wall pattern is selected from a minimal list of choices that have been tested and approved by MnDOT to meet salt tolerance criteria.

One Team. Infinite Solutions.

**Stantec**

December 6, 2013  
Heather Butkowski, City Administrator  
Page 2 of 2

**Reference: Lauderdale Streetscape**

**2. Temporary and Permanent Easements are shown on the plans.** The temporary easements represent the area that may be disrupted to build the project.

**3. Estimate of Probable Costs** has been updated and illustrates the breakdown of the elements that Ramsey County has indicated will participate in funding. Alternate bid items have also been outlined and include the Colored Concrete at the corners, trees and associated pervious paving, aggregate soil, and tree grates. Alternates have been set up as Add Alternates, so they will be added to the project if the bids come in low enough.

**4. Schedule-Bidding and contract award**

Ramsey County will be using County State Aid dollars for funding which will require MnDOT review and approval of the plans. MnDOTs review and approval is required prior to accepting bids and awarding the contract. Following is the adjusted schedule:

On-site Property Owner Meetings	Tues., Nov. 5
Submit for Ramsey County Review	Dec 6
City Council Approval	Dec. 10
Submit for MnDOT Review	Dec. 16
*Pending County Review and Comments	
Advertise for Bids	Mid to late December.
*Pending MnDOT approval	
Bid Date	Mid to late January
Award Contract	Late January to early February

**Geoff Martin, ASLA**  
Senior Landscape Architect  
Geoff.Martin@stantec.comstantec.com

Attachment: Attachment

c. Cc List

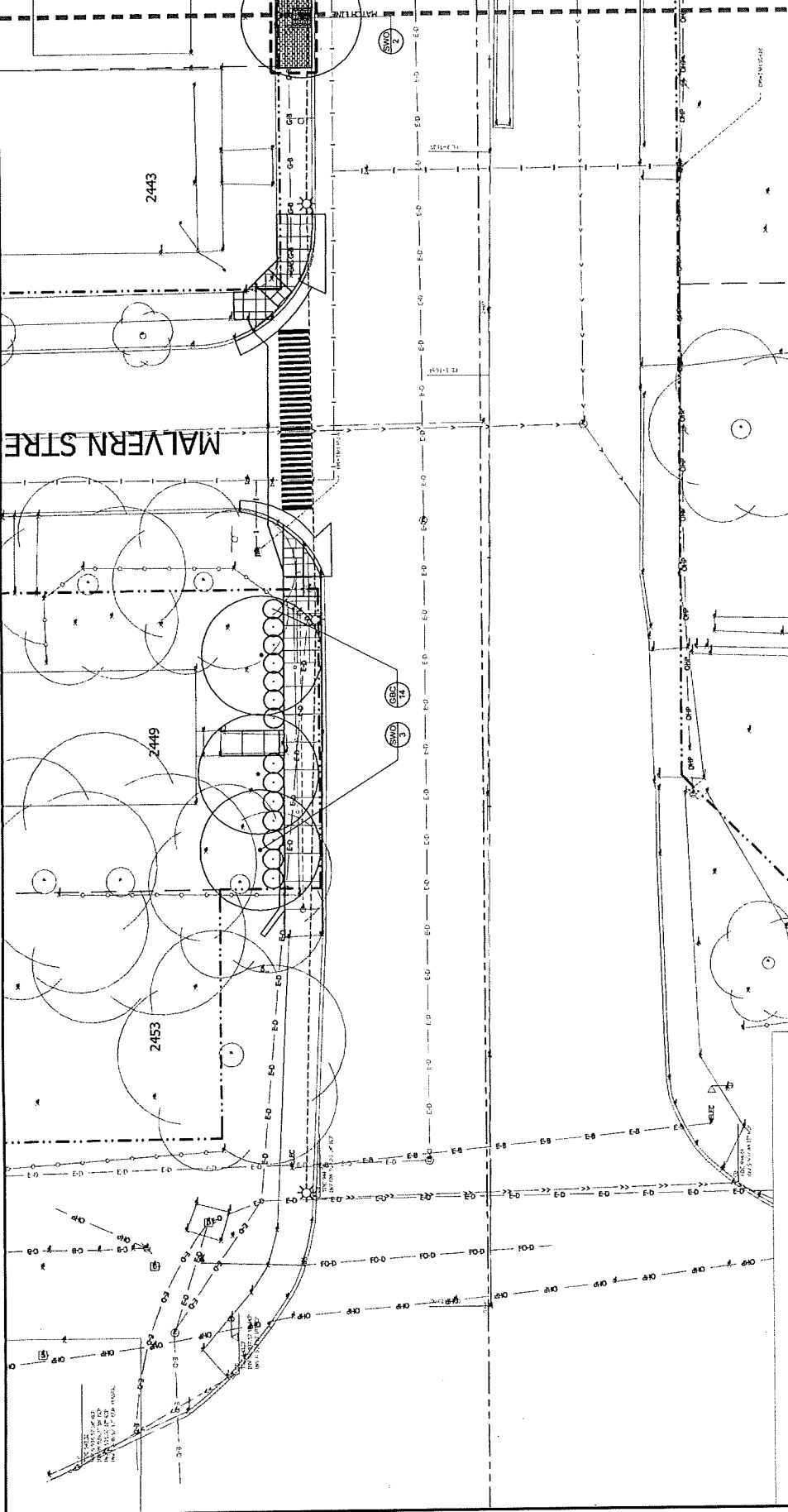
One Team. Infinite Solutions.



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CITY OF LAURDALE  
LARPENTEUR AVE W STREETScape IMPROVEMENTS  
SITE PLAN  
DATE: 11/15/12  
SCALE: AS SHOWN

NO.	DESCRIPTION	DATE
1	ISSUED FOR PERMIT	11/15/12
2	ISSUED FOR CONSTRUCTION	11/15/12
3	ISSUED FOR AS-BUILT	11/15/12
4	ISSUED FOR RECORD	11/15/12



**GENERAL NOTES:**

1. THE CONTRACTOR SHALL VERIFY THE EXACT LOCATION AND DEPTH OF ALL UTILITIES PRIOR TO COMMENCING WORK.
2. COORDINATE PLANTING WITH IRRIGATION INSTALLATION TO AVOID CONFLICTS.
3. COORDINATE PLANTING WITH CONSTRUCTION OF ANY OTHER UTILITIES TO AVOID CONFLICTS.
4. COORDINATE PLANTING WITH THE CITY OF LAURDALE MAINTENANCE STAFF AT PROJECT FINAL ACCEPTANCE.
5. SEE PLANT SCHEDULE AND LANDSCAPE PLAN FOR SYMBOL IDENTIFICATION AND REFERENCES TO PLANTING DETAILS ACCORDING TO THE CITY OF LAURDALE STANDARD SPECIFICATIONS.
6. PATCH AND REPAIR NATURALIZED VEGETATION AREAS DISTURBED BY CONSTRUCTION AS SPECIFIED.
7. PROTECT EXISTING TREES DURING PLANTING INSTALLATION. CONTACT LANDSCAPE ARCHITECT OR OWNERS REPRESENTATIVE IF ANY DAMAGE TO EXISTING TREES IS OBSERVED.
8. LANDSCAPE ARCHITECT TO PROTECT THE ROOT ZONES FROM DAMAGE. ACTIONS THAT THREATEN THE HEALTH OF THE TREE SHALL BE LIMITED TO: CONSTRUCTION, TRAFFIC DURING CONSTRUCTION, ROOT EQUIPMENT, STORAGE OF MATERIAL, AND/OR CONSTRUCTION EQUIPMENT.
9. ALL PLANT MATERIALS SHALL BE INSTALLED TO AVOID CONFLICTS WITH EXISTING UTILITIES, POORLY DRAINAGE AREAS, ALL UTILITIES STRUCTURES AND EXISTING TREES TO REMAIN.
10. ALL PLANTING AND CONSTRUCTION SHALL BE COMPLETED IN THE IMMEDIATE VICINITY PRIOR TO INSTALLING PLANT MATERIAL.
11. IF THE NUMBER OF PLANTS SHOWN ON THE PLAN DIFFERS WITH THE NUMBER SHOWN ON THE PLANT SCHEDULE, THE PLAN WILL CONTROL.
12. DAMAGE TO PROPERTY OR OTHER WORK RESULTING FROM THE LANDSCAPE WORK MUST BE REPAIRED AT NO COST TO THE OWNER.
13. ALL PLANTING SHALL BE PERFORMED IN ACCORDANCE WITH THE CITY OF LAURDALE STANDARD SPECIFICATIONS AND THE ACTUAL DRAINAGE AND PROTECTION AREAS LOCATIONS.

**PLANT SCHEDULE:**

TREE	SYMBOL	BOTANICAL NAME (COMMON NAME)	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT	PLANT
10' TR MAB	10'	Quercus sp. (White Oak)	10'	10'	10'	10'	10'	10'	10'
25' MAB	25'	Quercus sp. (White Oak)	25'	25'	25'	25'	25'	25'	25'
40'	40'	Quercus sp. (White Oak)	40'	40'	40'	40'	40'	40'	40'
60'	60'	Quercus sp. (White Oak)	60'	60'	60'	60'	60'	60'	60'
80'	80'	Quercus sp. (White Oak)	80'	80'	80'	80'	80'	80'	80'
100'	100'	Quercus sp. (White Oak)	100'	100'	100'	100'	100'	100'	100'
120'	120'	Quercus sp. (White Oak)	120'	120'	120'	120'	120'	120'	120'
140'	140'	Quercus sp. (White Oak)	140'	140'	140'	140'	140'	140'	140'
160'	160'	Quercus sp. (White Oak)	160'	160'	160'	160'	160'	160'	160'
180'	180'	Quercus sp. (White Oak)	180'	180'	180'	180'	180'	180'	180'
200'	200'	Quercus sp. (White Oak)	200'	200'	200'	200'	200'	200'	200'
220'	220'	Quercus sp. (White Oak)	220'	220'	220'	220'	220'	220'	220'
240'	240'	Quercus sp. (White Oak)	240'	240'	240'	240'	240'	240'	240'
260'	260'	Quercus sp. (White Oak)	260'	260'	260'	260'	260'	260'	260'
280'	280'	Quercus sp. (White Oak)	280'	280'	280'	280'	280'	280'	280'
300'	300'	Quercus sp. (White Oak)	300'	300'	300'	300'	300'	300'	300'
320'	320'	Quercus sp. (White Oak)	320'	320'	320'	320'	320'	320'	320'
340'	340'	Quercus sp. (White Oak)	340'	340'	340'	340'	340'	340'	340'
360'	360'	Quercus sp. (White Oak)	360'	360'	360'	360'	360'	360'	360'
380'	380'	Quercus sp. (White Oak)	380'	380'	380'	380'	380'	380'	380'
400'	400'	Quercus sp. (White Oak)	400'	400'	400'	400'	400'	400'	400'
420'	420'	Quercus sp. (White Oak)	420'	420'	420'	420'	420'	420'	420'
440'	440'	Quercus sp. (White Oak)	440'	440'	440'	440'	440'	440'	440'
460'	460'	Quercus sp. (White Oak)	460'	460'	460'	460'	460'	460'	460'
480'	480'	Quercus sp. (White Oak)	480'	480'	480'	480'	480'	480'	480'
500'	500'	Quercus sp. (White Oak)	500'	500'	500'	500'	500'	500'	500'
520'	520'	Quercus sp. (White Oak)	520'	520'	520'	520'	520'	520'	520'
540'	540'	Quercus sp. (White Oak)	540'	540'	540'	540'	540'	540'	540'
560'	560'	Quercus sp. (White Oak)	560'	560'	560'	560'	560'	560'	560'
580'	580'	Quercus sp. (White Oak)	580'	580'	580'	580'	580'	580'	580'
600'	600'	Quercus sp. (White Oak)	600'	600'	600'	600'	600'	600'	600'
620'	620'	Quercus sp. (White Oak)	620'	620'	620'	620'	620'	620'	620'
640'	640'	Quercus sp. (White Oak)	640'	640'	640'	640'	640'	640'	640'
660'	660'	Quercus sp. (White Oak)	660'	660'	660'	660'	660'	660'	660'
680'	680'	Quercus sp. (White Oak)	680'	680'	680'	680'	680'	680'	680'
700'	700'	Quercus sp. (White Oak)	700'	700'	700'	700'	700'	700'	700'
720'	720'	Quercus sp. (White Oak)	720'	720'	720'	720'	720'	720'	720'
740'	740'	Quercus sp. (White Oak)	740'	740'	740'	740'	740'	740'	740'
760'	760'	Quercus sp. (White Oak)	760'	760'	760'	760'	760'	760'	760'
780'	780'	Quercus sp. (White Oak)	780'	780'	780'	780'	780'	780'	780'
800'	800'	Quercus sp. (White Oak)	800'	800'	800'	800'	800'	800'	800'
820'	820'	Quercus sp. (White Oak)	820'	820'	820'	820'	820'	820'	820'
840'	840'	Quercus sp. (White Oak)	840'	840'	840'	840'	840'	840'	840'
860'	860'	Quercus sp. (White Oak)	860'	860'	860'	860'	860'	860'	860'
880'	880'	Quercus sp. (White Oak)	880'	880'	880'	880'	880'	880'	880'
900'	900'	Quercus sp. (White Oak)	900'	900'	900'	900'	900'	900'	900'
920'	920'	Quercus sp. (White Oak)	920'	920'	920'	920'	920'	920'	920'
940'	940'	Quercus sp. (White Oak)	940'	940'	940'	940'	940'	940'	940'
960'	960'	Quercus sp. (White Oak)	960'	960'	960'	960'	960'	960'	960'
980'	980'	Quercus sp. (White Oak)	980'	980'	980'	980'	980'	980'	980'
1000'	1000'	Quercus sp. (White Oak)	1000'	1000'	1000'	1000'	1000'	1000'	1000'

**LEGEND:**

- R.O.W.
- EASEMENT

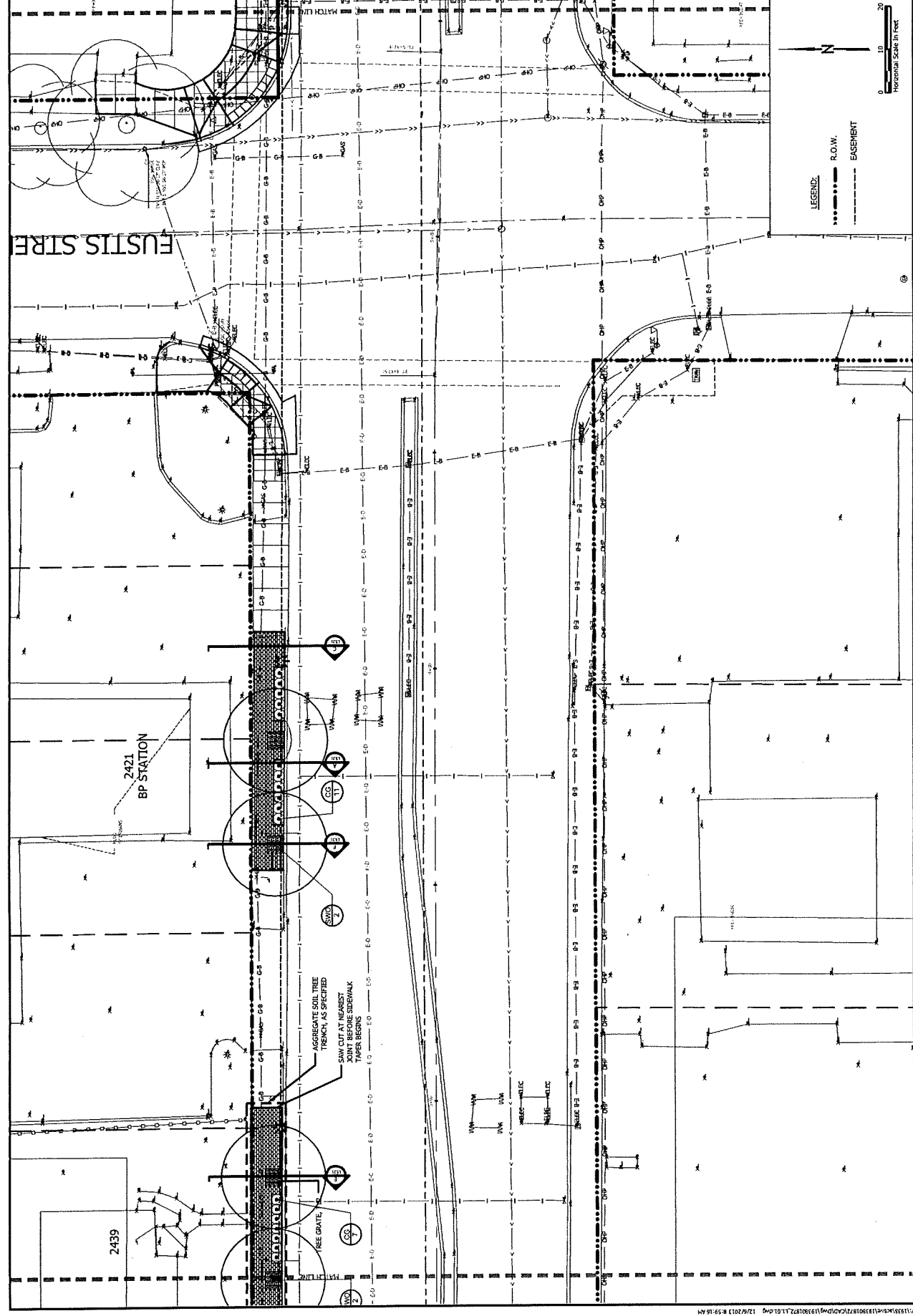
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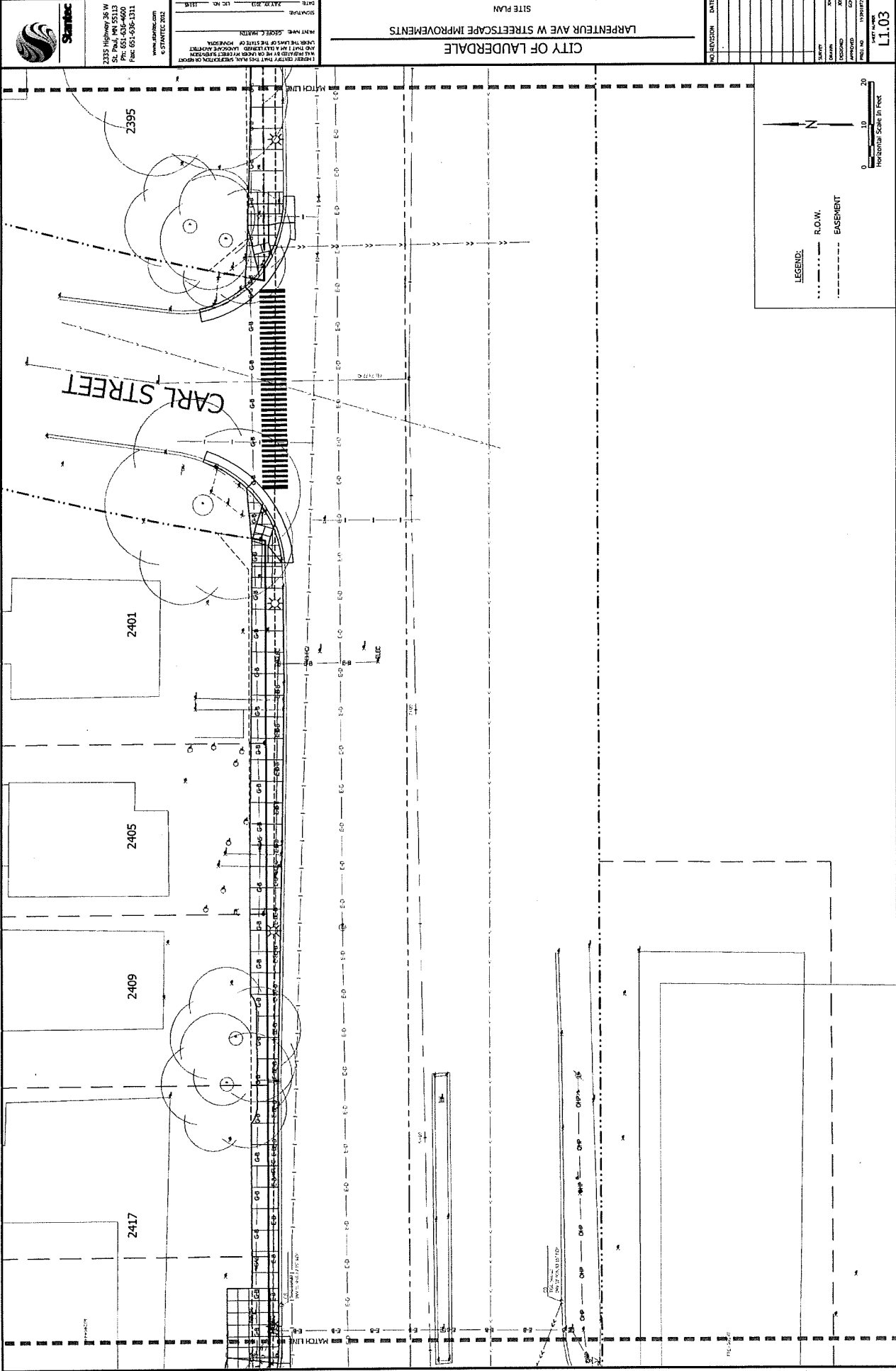


NO.	DESCRIPTION	DATE



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 2439 FUSTIS ST  
 PH: 604-456-4600  
 FAX: 604-456-1311  
 WWW.STARBUCK.COM

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**L1.03**  
 SHEET NUMBER

DESIGNED	DATE
DRAWN	
CHECKED	
APPROVED	
DATE	
BY	
DATE	
BY	
DATE	
BY	
DATE	

**CITY OF LAUDERDALE**  
**LARPELLEUR AVE W STREETSCAPE IMPROVEMENTS**  
 SITE PLAN

DATE: JUNE 20, 2013  
 SCALE: 1/8" = 1'-0"

PROJECT: LARPELLEUR AVE W STREETSCAPE IMPROVEMENTS  
 DRAWN BY: GREG C. HARTSHORN  
 CHECKED BY: GREG C. HARTSHORN  
 APPROVED BY: GREG C. HARTSHORN

11242013 9:03:57 AM



3755 Highway 95 W  
 Suite 200  
 Palm Bay, FL 32909  
 Tel: 888-999-4600  
 Fax: 888-999-1311





3325 Highway 267 W  
 Fort Worth, TX 76107  
 Phone: 817-336-4000  
 Fax: 817-336-1311  
 www.starbuck.com  
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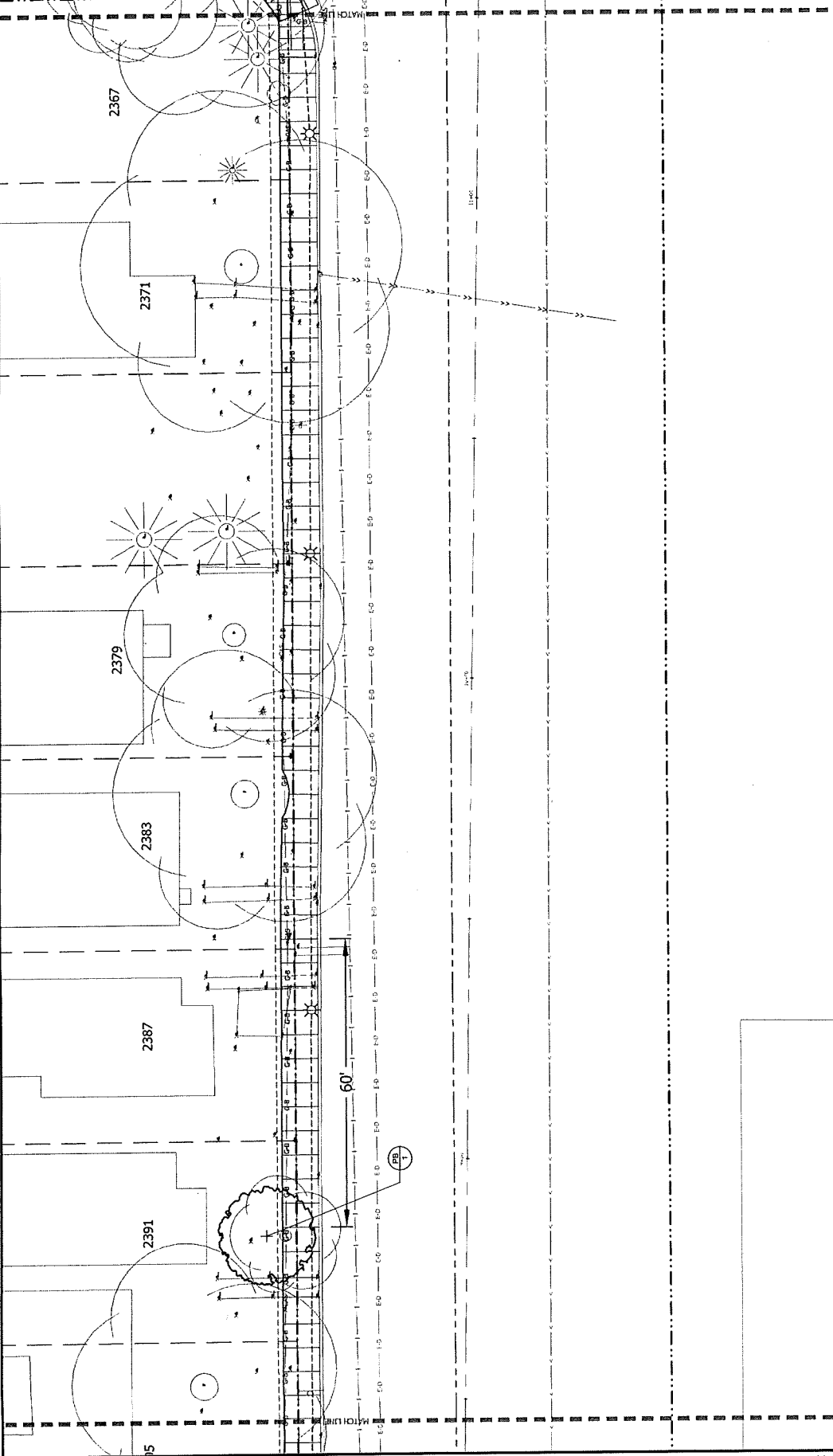
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 LARPENTEUR AVE W STREETScape IMPROVEMENTS  
 SITE PLAN

NO.	REVISION	DATE

1.1.05

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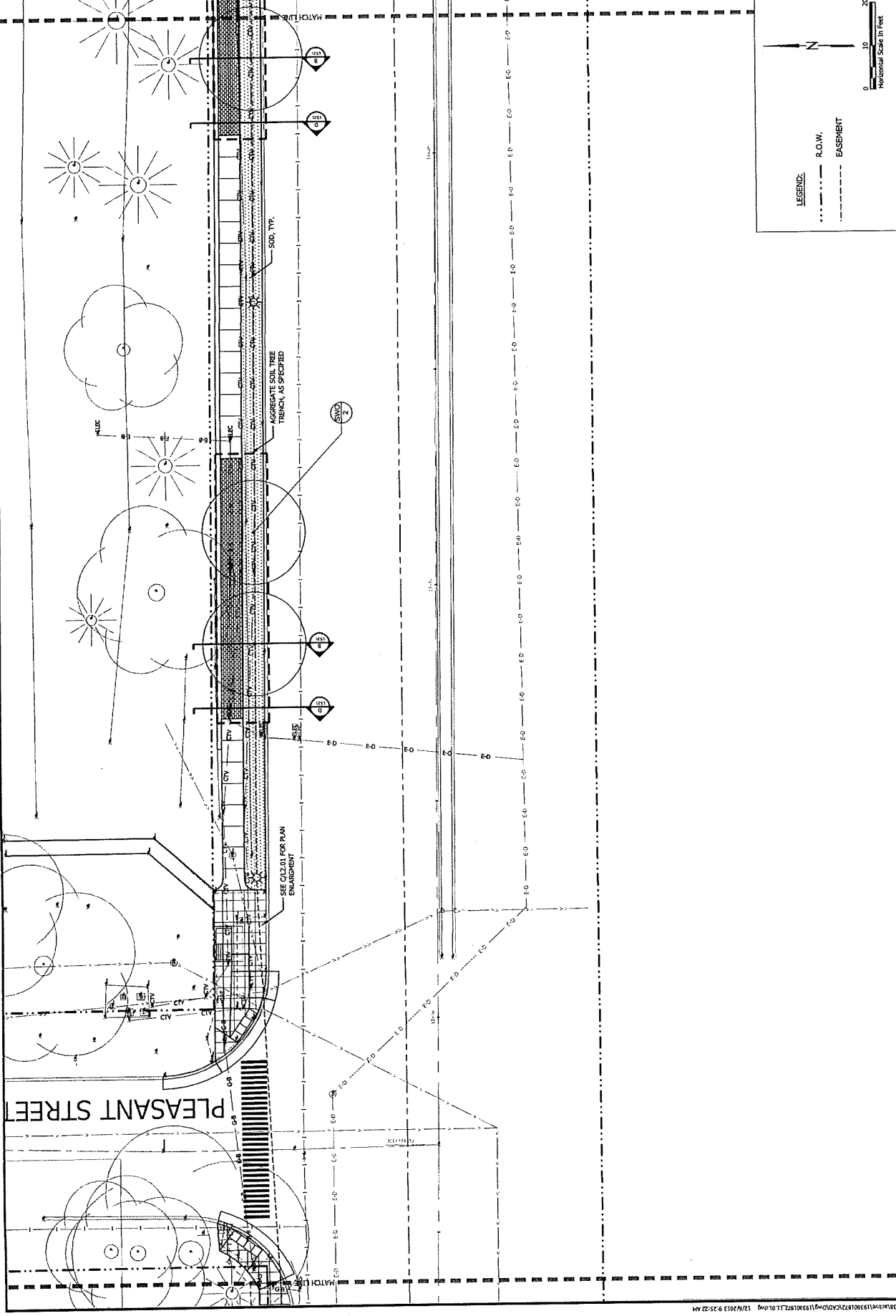
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 Leander, TX 78045  
 Ph: 512-406-4600  
 Fax: 512-406-4311  
 www.starline.com

DATE: JUNE 2011  
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 DRAWN BY: J. M. HERR  
 CHECKED BY: J. M. HERR  
 PROJECT NO: 11-118  
 SHEET NO: 11-118-1

CITY OF LAUDERDALE  
 LARPELLEUR AVE W STREETSCAPE IMPROVEMENTS  
 SITE PLAN

NO.	DESCRIPTION	DATE

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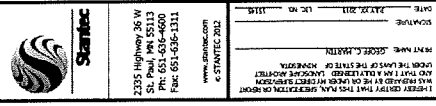


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 - - - - - EASEMENT  
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Horizontal Scale in Feet  
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PLEASANT STREET



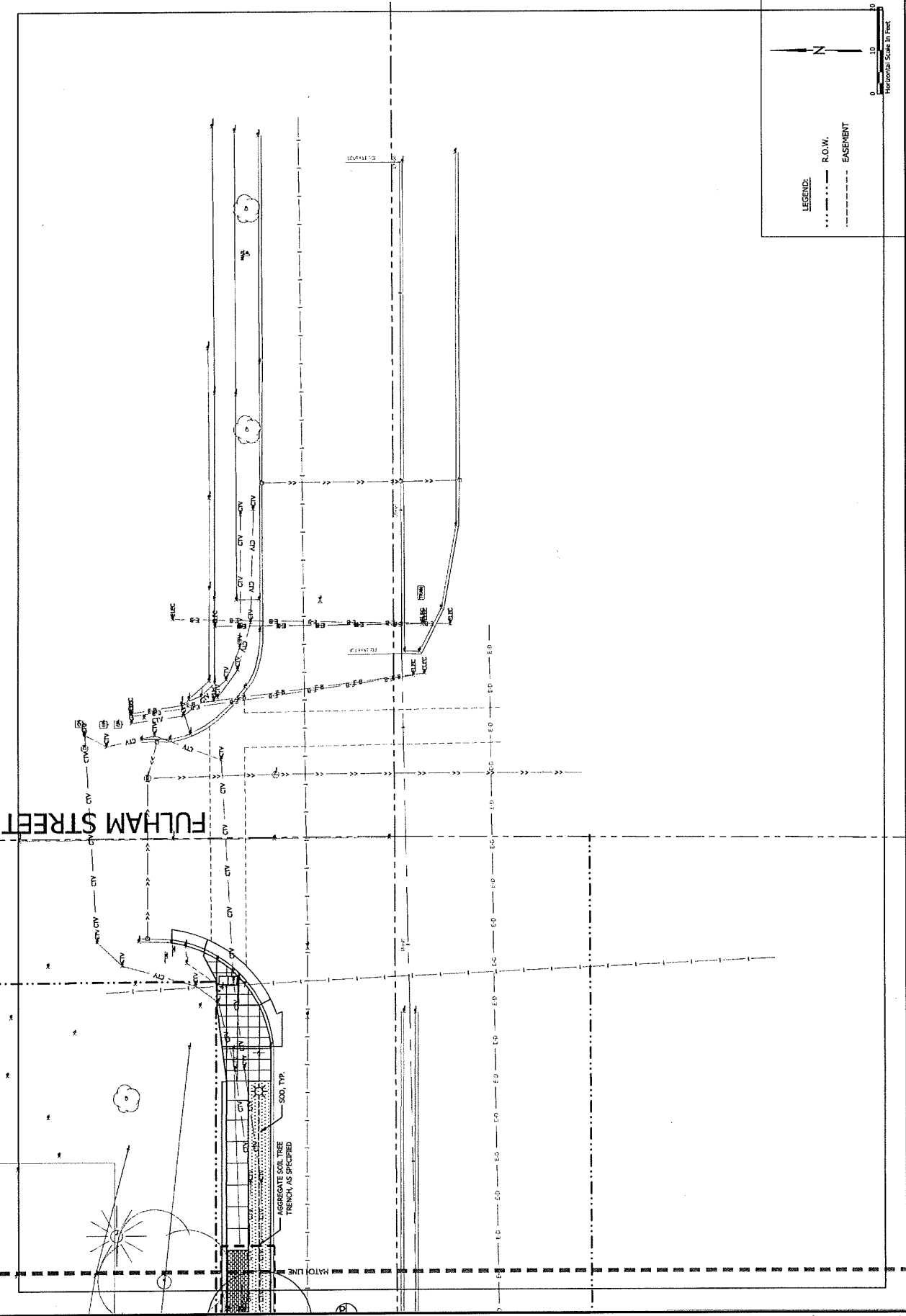


STATE OF LOUISIANA  
 PROFESSIONAL ENGINEERING  
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 EXPIRES 12/31/2011  
 DATE: JAN 27, 2011  
 LIC. NO. 11111  
 EXPIRES 12/31/2011  
 PROJECT: LARPEUR AVENUE W STREETSCAPE IMPROVEMENTS  
 DRAWN BY: J. M. [unreadable]  
 CHECKED BY: J. M. [unreadable]  
 APPROVED BY: J. M. [unreadable]  
 DATE: JAN 27, 2011

NO. / REVISION / DATE  
 1 / 1 / 11/27/11

80  
 L.I.08

CITY OF LAUDERDALE  
 LARPEUR AVE W STREETSCAPE IMPROVEMENTS  
 SITE PLAN



LEGEND:  
 - - - - - R.O.W.  
 - - - - - BASEMENT

TREE GRATES



OPT 'A'

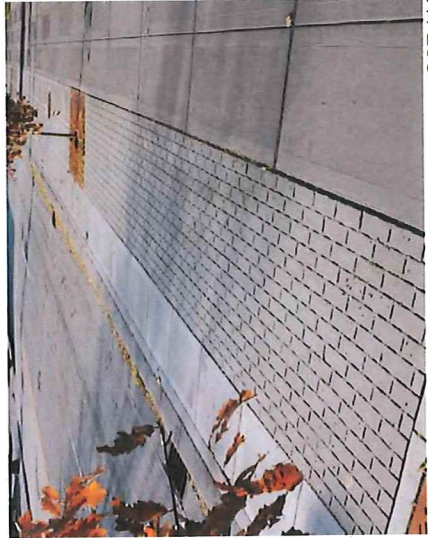


OPT 'B'

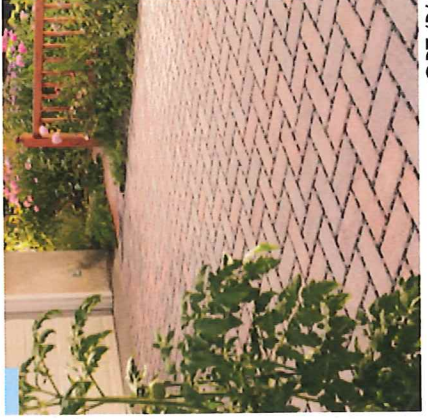


OPT 'C'

PERMEABLE PAVERS



OPT 'A'



OPT 'B'

RETAINING WALL





LARPENTEUR AVENUE WEST STREETScape IMPROVEMENTS  
COST ESTIMATE (12/04/2013)

NO.	MAT. NO.	ITEM	UNIT	UNIT PRICE	PARTICIPATING SAP 062-630-061		NON-PARTICIPATING		TOTAL COST
					RAMSEY COUNTY QUANTITY	RAMSEY COUNTY COST	CITY OF LAUDERDALE QUANTITY	CITY OF LAUDERDALE COST	
PART 1: BASE BID									
1	2021.501	MOBILIZATION	LUMP SUM	\$15,000.00	0.22	\$3,300.00	0.78	\$11,700.00	\$15,000.00
2	2101.511	CLEARING AND GRUBBING	LUMP SUM	\$10,000.00			1	\$10,000.00	\$10,000.00
3	2104.501	REMOVE CURB AND GUTTER	LIN FT	\$10.00	163	\$1,625.00	163	\$1,625.00	\$3,250.00
4	2104.503	REMOVE CONCRETE WALK	SQ FT	\$5.00	1,425	\$7,125.00	1,425	\$7,125.00	\$14,250.00
5	2104.509	REMOVE HANDHOLE	EACH	\$250.00	3	\$750.00	3	\$750.00	\$1,500.00
6	2104.509	REMOVE BENCH	EACH	\$500.00			1	\$500.00	\$500.00
7	2104.511	SAWING CONCRETE PAVEMENT	LIN FT	\$4.00	25	\$100.00	25	\$100.00	\$200.00
8	2104.521	SALVAGE CHAIN LINK FENCE	LIN FT	\$10.00			70	\$700.00	\$700.00
9	2104.523	SALVAGE SIGN	EACH	\$100.00	5	\$500.00	5	\$500.00	\$1,000.00
10	2105.501	COMMON EXCAVATION	CU YD	\$10.00	250	\$2,500.00	250	\$2,500.00	\$5,000.00
11	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	\$125.00	3	\$375.00	3	\$375.00	\$750.00
12	2211.501	AGGREGATE BASE CLASS 5	TON	\$13.00	215	\$2,795.00	215	\$2,795.00	\$5,590.00
13	2231.604	BITUMINOUS PATCH SPECIAL	SQ YD	\$50.00			35	\$1,750.00	\$1,750.00
14	2411.603	CONCRETE STEPS - DESIGN SPECIAL	LIN FT	\$50.00	2	\$100.00	3	\$150.00	\$250.00
15	2411.618	MODULAR BLOCK RETAINING WALL	SQ FT	\$25.00			1,020	\$25,500.00	\$25,500.00
16	2504.602	RELOCATE HYDRANT	EACH	\$3,000.00			1	\$3,000.00	\$3,000.00
17	2521.501	5" CONCRETE WALK	SQ FT	\$4.50	4,165	\$18,742.50	4,165	\$18,742.50	\$37,485.00
18	2521.618	CONCRETE WALK	SQ FT	\$5.50	495	\$2,722.50	495	\$2,722.50	\$5,445.00
19	2531.603	CONCRETE CURB & GUTTER	LIN FT	\$25.00	163	\$4,062.50	163	\$4,062.50	\$8,125.00
20	2531.618	TRUNCATED DOMES	SQ FT	\$50.00	75	\$3,750.00	75	\$3,750.00	\$7,500.00
21	2540.601	BUS SHELTERS	LUMP SUM	\$5,000.00			1	\$5,000.00	\$5,000.00
22	2545.601	LIGHTING SYSTEM	LUMP SUM	\$80,000.00			1	\$80,000.00	\$80,000.00
23	2545.602	INSTALL HANDHOLE	EACH	\$300.00	3	\$900.00	3	\$900.00	\$1,800.00
24	2557.603	INSTALL CHAIN LINK FENCE	LIN FT	\$20.00			70	\$1,400.00	\$1,400.00
25	2563.601	TRAFFIC CONTROL	LUMP SUM	\$3,000.00	0.22	\$660.00	0.78	\$2,340.00	\$3,000.00
26	2564.602	INSTALL SIGN	EACH	\$200.00	5	\$1,000.00	5	\$1,000.00	\$2,000.00
27	2565.602	RELOCATE PEDESTRIAN PUSH BUTTON	EACH	\$1,000.00	1.5	\$1,500.00	1.5	\$1,500.00	\$3,000.00
28	2573.602	SILT FENCE, TYPE MACHINE SLICED	LIN FT	\$3.00	100	\$300.00	100	\$300.00	\$600.00
29	2573.53	STORM DRAIN INLET PROTECTION	EACH	\$300.00	6	\$1,800.00	6	\$1,800.00	\$3,600.00

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X \_\_\_\_\_  
Action \_\_\_\_\_ X \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date December 10, 2013

ITEM NUMBER Non-Domestic Animals

STAFF INITIAL B

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The Council received one application for more than twelve hens (so far). As you know, this requires Council permission. The Council can use this opportunity to ask additional questions of the applicant to determine whether the additional hens will pose an issue for the community.

**OPTIONS:**

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

**STAFF RECOMMENDATION:**

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

**COUNCIL ACTION:**

# The City of Lauderdale

1891 Walnut Street, Lauderdale, Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

## HEN CHICKEN PERMIT APPLICATION

### Applicant Information:

Name of applicant: MATTHEW KONCAR

Address of applicant: 1736 MALVERN ST

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

Name of property owner if different than above: \_\_\_\_\_

Phone number of applicant: 645-5918 Email address: MSKONCAR@YAHOO.COM

Initial Permit Application: \_\_\_\_\_ Renewal Permit Application: \_\_\_\_\_

Number of Hens: 24 Fee: \$ 10.00

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

SUMMER: RUN HAS ROOF + FENCING TO ALLOW VENTILATION +  
SHADE. COOPS HAVE ROOF VENTS TO ALLOW VENTILATION.

WINTER: I HAVE COLD HARDY BREEDS THAT CAN SURVIVE  
WINTER W/O ANY ADDITIONAL HEATING WATER IS  
HEATED W/ A THERMOSTATICALLY CONTROLLED HEATER  
DESIGN FOR POULTRY USE.

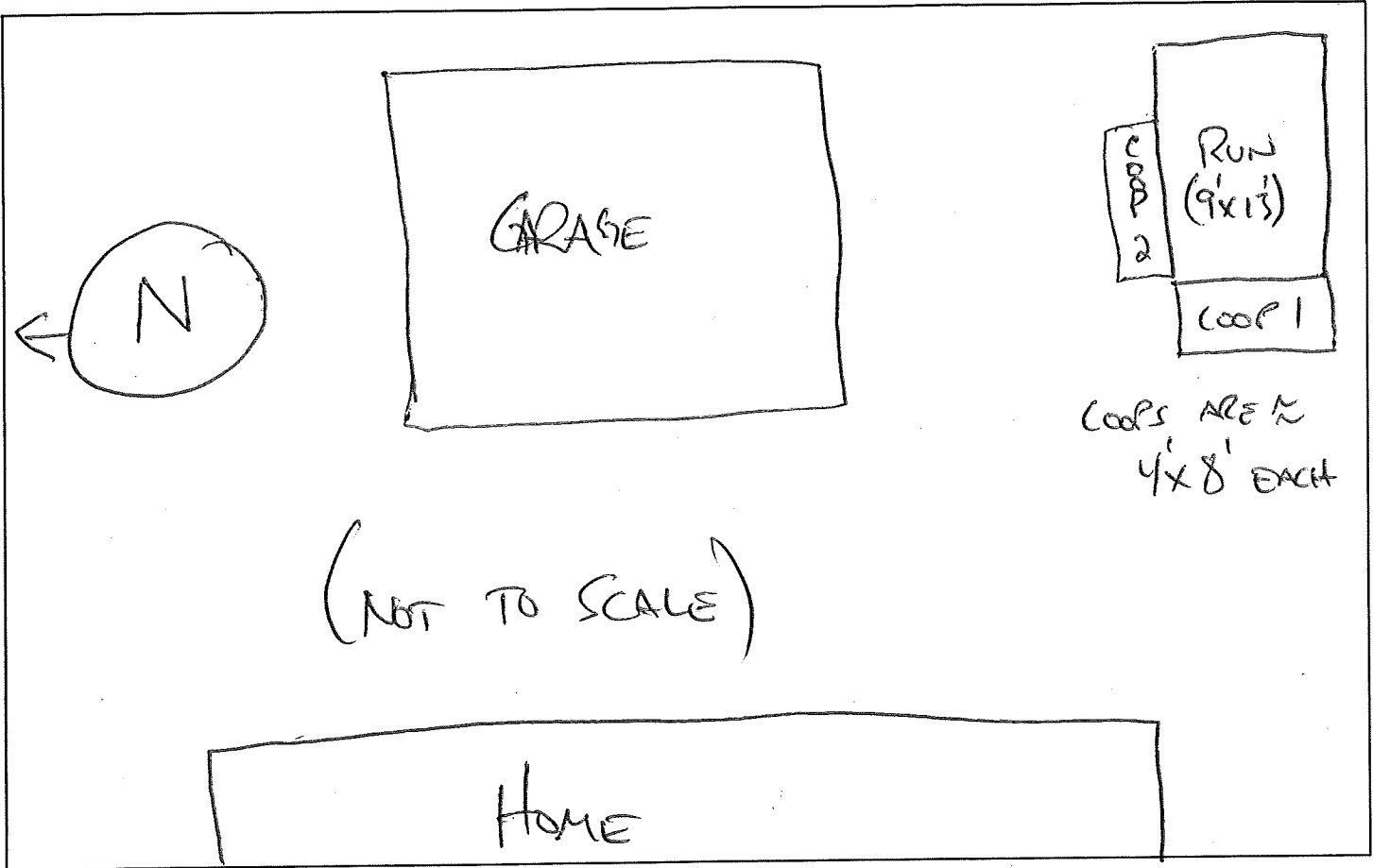
BIRDS CAN BE MAINTAINED IN COOP/RUN OR LET INTO  
FENCED YARD. SMALL CONTROLLED BY DEEP LITTER METHOD W/  
3 BIN COMPOST SYSTEM.

COOP + FLOCK IN PLACE FOR FOUR YEARS NOW W/ NO COMPLAINTS.  
MANY NEIGHBORS STOP BY TO "TALK CHICKENS," LEAVE THEM KITCHEN  
SCRAPS, AND HAVE SAID THEY ENJOY THE CLUCKING. HENS DO NOT MAKE  
LOUD, OFFENSIVE NOISES LIKE ARO AND THE ONLY PROBLEM HAS BEEN

# The City of Lauderdale

1891 Walnut Street, Lauderdale, Minnesota 55113  
Phone: 651.792.7650 Fax: 651.631.2066

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



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

[Signature]  
Applicant Signature

MATTHEW KONCAR  
Applicant's Printed Name

11-20-13  
Date

If required:

\_\_\_\_\_  
Property Owner Signature

\_\_\_\_\_  
Property Owner's Printed Name

\_\_\_\_\_  
Date

**For Office Use Only:**  
Date Application Received: 11-20-13  
 Total Fees Received: \$10.00     Receipt No.: 11257     Date Permit Issued: \_\_\_\_\_  
 Permit Approved By: \_\_\_\_\_     Permit No.: \_\_\_\_\_     Date Permit Expires: December 31, 2015

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date December 10, 2013

ITEM NUMBER Twin Cities Chinese  
Christian Church Donation

STAFF INITIAL KK

APPROVED BY ADMINISTRATOR

**DESCRIPTION :**

On December 4, 2013 the City of Lauderdale received a donation of \$1,500.00 from the Twin Cities Chinese Christian Church.

**OPTIONS:**

**STAFF RECOMMENDATION:**

The Council accepts and thanks the Twin City Chinese Christian Church for their donation.  
(I will send a thank you card to TCCCC).

**COUNCIL ACTION:**

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X \_\_\_\_\_  
Action \_\_\_\_\_ X \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date December 10, 2013  
ITEM NUMBER CAD Agreement with RC  
STAFF INITIAL AB  
APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

As we have discussed over the past year, Ramsey County is purchasing a new CAD system for 911 dispatch. This has caused some consternation as five suburban cities had invested in other software that has to be integrated into the new CAD system. The question has been, who would bear the cost for this? The Roseville police chief and IT staff took the lead on reviewing the agreement for all of us. As best as they can tell, it is ready for adoption. Their attorney reviewed it early on and is reviewing it again. The League has also reviewed the agreement. I did not ask the city attorney to review it as it had many other eyes on it.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to approve the CAD and Mobile Data Agreement Among Ramsey County and Members as presented.

**COUNCIL ACTION:**

## **CAD and Mobile Data Agreement Among Ramsey County and Members**

This is an agreement between the County of Ramsey, a political subdivision of the State of Minnesota, through the Emergency Communications Department, 388 13<sup>th</sup> Street, Saint Paul, MN 55101 ("County") and the City of Lauderdale, 1891 Walnut St, Lauderdale, MN 55113 (a "Member").

WHEREAS, All public safety agencies in Ramsey County currently use a Computer Aided Dispatch ("CAD") System owned by the City of Saint Paul; and

WHEREAS, The County operates the Ramsey County Emergency Communications Center ("ECC"); and

WHEREAS, The County has Dispatch Joint Powers Agreements in place with the Members to provide dispatch services that will expire on December 31, 2016; and

WHEREAS, Due to the CAD System nearing the end of its life cycle, the County issued a Request for Proposals ("RFP") for an integrated public safety CAD/Mobile system ("System"), to be owned by the County and used County-wide by the ECC, the White Bear Lake Emergency Communications Center ("WBLECC"), and numerous Law Enforcement and Fire/EMS agencies across the County; and

WHEREAS, The County anticipates that implementation of the System will occur in 2015; and

WHEREAS, The parties to this Agreement hereby agree as follows:

1. **Purpose:** The purpose of this CAD and Mobile Data Agreement ("Agreement") is to establish parameters for the provision of Computer-Aided Dispatch and Mobile Data services ("CAD Services") by the County to the Members, and to delineate the terms and conditions under which the County will provide these CAD Services. All Parties agree to work cooperatively to fulfill the terms and purpose of this Agreement.

### **2. Definitions**

For purposes of this Agreement, the following terms have the indicated meanings:

- 2.1 **Additional Member** means any Governmental Unit that signs this Agreement with the County on or after January 1, 2015.
- 2.2 **Agreement** means this CAD and Mobile Data Agreement among Ramsey County and Members, as may be amended from time to time.
- 2.3 **AVL/Automatic Vehicle Location System** means a combination of hardware and services that can detect the near-real time location of a vehicle and send that information to the CAD System so it can be displayed on a map.
- 2.4 **CAD/Computer-Aided Dispatch or Dispatching** is a computer-based system that allows persons in a dispatch center to create and update records of calls for service and to easily view and understand the status of all units being dispatched. CAD

provides displays and tools so the dispatcher can handle calls-for-service as efficiently as possible.

- 2.5 **CAD System** means the combination of hardware, software and services the County utilizes to provide CAD System functionality to Members as described in the System Purchase Agreement Between TriTech Software Systems and Ramsey County, MN, dated July 12, 2013 (pursuant to Ramsey County Board Resolution 2012-313), incorporated herein in its entirety and made a part of this Agreement by reference. The County owns the CAD System hardware and software.
- 2.6 **CAD System Vendor** means one or more entities from whom the County procures the CAD System.
- 2.7 **County** means Ramsey County.
- 2.8 **Department** means the Ramsey County Department of Emergency Communications.
- 2.9 **Director** means the Director of the Ramsey County Department of Emergency Communications, who reports to and serves at the pleasure of the County Manager.
- 2.10 **Emergency Communications Center/ECC** means the location from which the County provides dispatching services for police, fire, emergency medical services, and other public safety functions.
- 2.11 **Governmental Unit** means, for purposes of this Agreement, the definition set forth in Minnesota Statutes §471.59.
- 2.12 **Initial Member** means any Governmental Unit that signs this Agreement with the County before January 1, 2015.
- 2.13 **Member** means either an Initial Member or an Additional Member.
- 2.14 **Mobile Data System** means the combination of hardware, software, and services used by the County to facilitate Members' use of the System on mobile devices.
- 2.15 **Operational Contact** means a person and an alternate person representing a Member who will receive technical notifications and provide technical coordination between that Member and the County.
- 2.16 **Party** means the County or any Member.
- 2.17 **Qualified Committee/Subcommittee Member** means an individual sitting as a named Committee or Subcommittee member and not legally disqualified. Qualified members may be represented by designees where provided by this Agreement.
- 2.18 **Recovery Time Objective** means the duration of time within which a business process must be restored after a disaster or disruption in order to avoid unacceptable consequences.
- 2.19 **System** means the combined CAD System, Mobile Data System, AVL System and Fire Alerting System.
- 2.20 **System Investment Fund** means a budget fund to pay for equipment replacement and make ongoing investments in the System.



- 2.21 **System Manager** means the Ramsey County employee who is responsible for management of the System and who reports to the Director.
- 2.22 **System Replacement Fund** means a budget fund for eventual replacement of the System.
- 2.23 **System User** means an individual or agency of a Governmental Unit that is authorized to utilize the System.
- 2.24 **Year** means one calendar year.

### **3. Membership**

- 3.1 Only a Governmental Unit (“Entity”) that is a party to an agreement with the County for Dispatch Services (“Dispatch Agreement”) and is within the boundary of Ramsey County may become a Member under this Agreement.
- 3.2 An Entity that is not an Initial Member may become an Additional Member using the following process:
  - 3.2.1 The Entity submits to the Chair of the CAD Policy Committee a resolution of the Entity’s governing body approving the submission of a request to become a Member under the terms and conditions of this Agreement.
  - 3.2.2 The CAD Policy Committee reviews the request in consultation with appropriate County staff (which may include ECC staff, Attorney(s) and/or Administration staff), and takes action on such request within 120 days of receipt of the request.
  - 3.2.3 Upon approval of membership by the CAD Policy Committee, the requesting Entity and the County execute a duplicate of this Agreement, or the version of this Agreement then in effect for all Members.
  - 3.2.4 Within 60 days of Agreement execution, the Additional Member pays an initial one-time fee to cover licensing and other startup costs as described in section 8. Cost/Payment.
- 3.3 Upon final execution of this Agreement and receipt of the initial one-time fee, the Entity shall become an Additional Member and shall have all of the rights and responsibilities of a Member as set forth in this Agreement.

### **4. Governance**

#### **4.1 CAD Policy Committee**

- 4.1.1 The CAD Policy Committee is hereby created with the duties, powers, and responsibilities as set forth in this Agreement.
- 4.1.2 The CAD Policy Committee (“Committee”) shall be comprised of the members of the Dispatch Policy Committee as identified in section 4.02 of the 2005 Joint Powers Agreement Between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operations (“Dispatch JPA”), an excerpt of which is attached hereto and made part of this agreement as **Exhibit 1**,

and the Officers of the Dispatch Policy Committee shall serve as the Officers of the CAD Policy Committee.

4.1.3 The CAD Policy Committee Officers shall have the duties, powers and responsibilities set forth in this Agreement.

4.1.4 Officers

4.1.4.1 The duties of the Chair shall be as follows:

4.1.4.1.1 approve the agenda for Committee meetings, with the input and assistance of the Director and other Committee members;

4.1.4.1.2 preside at Committee meetings;

4.1.4.1.3 sign all official documents as authorized by the Committee;

4.1.4.1.4 make reports, directly or through a designee, to the Committee and the Ramsey County Board as required or deemed appropriate; and

4.1.4.1.5 perform such other duties as are incident to the office and properly expected by the Committee.

4.1.4.2 The duties of the Vice Chair shall be as follows:

4.1.4.2.1 in the absence of the Chair, to perform the duties of the Chair; and

4.1.4.2.2 to perform such duties as may be requested by the Chair.

4.1.4.3 The Director shall serve as executive secretary to the Committee and shall provide all correspondence, reporting, and recordkeeping functions for the Committee, consistent with Minnesota Statutes Chapter 13 and statutory retention laws.

4.1.5 Powers and Authority of the CAD Policy Committee

4.1.5.1 The Committee shall assist the County in reviewing and evaluating the performance of the System to ensure that the service meets the needs and expectations of the Members and System Users.

4.1.5.2 The Committee shall make recommendations to the County Manager, the Director and the System Manager concerning the facilitation of public safety services through use of the System.

4.1.5.3 The Committee shall periodically review operations and make recommendations to the Director on the operations, standards, and budget for the System.

4.1.5.4 The Committee shall serve as an appeals body as provided in this Agreement.

- 4.1.5.5 The Committee shall review the proposed annual budget prepared by the Director, and after any agreed-upon modifications, make a recommendation to the County Board to approve the budget.
- 4.1.5.6 The Committee will approve fund balance goals for the System Investment Fund every two years.
- 4.1.5.7 The Committee may report issues regarding the performance of the Director to the County Manager. The County Manager will work with the Director in an expeditious manner to resolve any concerns raised by the Committee.

#### 4.1.6 Meetings and Voting

- 4.1.6.1 The Committee shall meet at least quarterly during the first year this Agreement is in effect. Thereafter, the Committee members shall determine the frequency of regular meetings. In addition, a special meeting may be called by the Chair.
- 4.1.6.2 Each Party and each representative on the Committee shall be responsible for complying with requirements of State statutes relating to open meetings.
- 4.1.6.3 Each Committee member may cast one vote.
- 4.1.6.4 Committee members may not appoint proxies or designees.
- 4.1.6.5 A decision of the Committee requires a quorum and approval by a majority of the Committee members present.
- 4.1.6.6 A quorum of the Committee means one half of the Qualified Committee Members plus one.
- 4.1.6.7 At its first meeting, the Committee shall adopt a process for resolving tie votes.

- 4.1.7 Unless earlier dissolved by mutual written agreement of all of the then-current Members, the CAD Policy Committee will continue to operate for the duration of this Agreement.

## 4.2 CAD Command Subcommittee

- 4.2.1 A CAD Command Subcommittee ("Subcommittee") shall be formed, to be comprised of one Chief or Command level person from each of the following System Users:
  - 4.2.1.1 The Ramsey County Sheriff's Office;
  - 4.2.1.2 If Saint Paul signs this Agreement, Saint Paul Police and Saint Paul Fire;
  - 4.2.1.3 If Maplewood signs this Agreement, Maplewood Police and Maplewood Fire;

- 4.2.1.4 For other System Users, one suburban fire department and one suburban police department.
- 4.2.2 CAD Command Subcommittee Membership, Voting, and Meetings.
  - 4.2.2.1 The System Users identified in this Agreement as members of the Subcommittee shall each select their own representatives except that the suburban fire department representative (other than Maplewood) will be selected annually by the Ramsey County Fire Chiefs Association and the suburban police department representative (other than Maplewood) will be selected annually by the Ramsey County Chiefs of Police.
  - 4.2.2.2 The Subcommittee members shall select a Chair and a Vice Chair at its first meeting.
  - 4.2.2.3 The Subcommittee will meet quarterly or at such other intervals as determined by the Subcommittee members.
  - 4.2.2.4 Voting representation on the CAD Command Subcommittee shall be as follows:
    - 4.2.2.4.1 The City of Saint Paul Fire Chief (or designee) shall have two (2) votes
    - 4.2.2.4.2 The City of Saint Paul Police Chief (or designee) shall have two (2) votes
    - 4.2.2.4.3 The Ramsey County Sheriff's Office (or designee) shall have one (1) vote
    - 4.2.2.4.4 The City of Maplewood Fire Chief (or designee) shall have one (1) vote
    - 4.2.2.4.5 The City of Maplewood Police Chief (or designee) shall have one (1) vote
    - 4.2.2.4.6 The remaining suburban Fire agencies shall be represented by one Fire Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
    - 4.2.2.4.7 The remaining suburban Police agencies shall be represented by one Police Chief (or designee) to be selected by those agencies. That representative shall have one (1) vote.
  - 4.2.2.5 A decision of the Subcommittee requires a quorum and approval by a majority of the Subcommittee members present.
  - 4.2.2.6 A quorum of the Subcommittee means one half of the Qualified Subcommittee Members plus one.
  - 4.2.2.7 Subcommittee members may appoint designees.

4.2.3 CAD Command Subcommittee roles and responsibilities:

- 4.2.3.1 Provide System User input to the System Manager into the process of developing protocols and standards for the System.
- 4.2.3.2 Provide a forum for the exchange of ideas between System staff and System Users for the purpose of improving service, reviewing critical incidents, and resolving complaints.
- 4.2.3.3 Provide input to the CAD Policy Committee as to the overall performance of the System in serving the needs of the System Users.
- 4.2.3.4 Review the Director's proposed CAD budget and make recommendations to the CAD Policy Committee. CAD Command Subcommittee members may invite Member finance staff to budget meetings.
- 4.2.3.5 Review and approve System and security standards as those standards may change over time. See section 10.

4.2.4 Issues that cannot be resolved by the Subcommittee shall be referred to the CAD Policy Committee.

**4.3 CAD Operations Groups (Law Enforcement and Fire/EMS)**

4.3.1 **Membership:** these groups consist of end user representatives, with technical personnel invited as needed:

- 4.3.1.1 The Law Enforcement Operations Group shall be comprised of one police officer, deputy, or supervisor from each law enforcement agency served by the System.
- 4.3.1.2 The Fire/EMS Operations Group shall be comprised of one firefighter, emergency medical responder, or supervisor from each fire and EMS agency served by the System.

4.3.2 **Roles and responsibilities:** The Operations Groups bring forward, document, discuss and attempt to resolve technical and operational matters. These Groups provide advice and recommendations regarding technical and operational issues to the CAD Command Subcommittee.

**4.4 Conducting business (for all committees, subcommittees and operations groups)**

- 4.4.1 There will be a Charter for each group.
- 4.4.2 There will be written minutes of each meeting.

## 5. System Operation: Responsibilities of the Parties

### 5.1 General/Overview

- 5.1.1 The County will own and operate the System, as defined in this Agreement, for the use and benefit of the Members. This section delineates the responsibilities of the County and the Members for the procurement and operation of hardware, software, and services necessary for the System.
- 5.1.2 The County and the Members will ensure that their equipment used to access and use the System meets standard specifications established by the CAD System Vendor, and that equipment is in good working order, software is up-to-date and services are managed to meet agreed-upon service levels.
- 5.1.3 In order to meet the requirements of 5.1.2, the County and the Members will develop and implement refresh cycles for equipment and budget for needed software upgrades, maintenance and services.
- 5.1.4 The County will ensure that its CAD operations are sufficiently resourced and budgeted to fulfill the terms of this Agreement.
- 5.1.5 All Parties to this Agreement will make internal practices, books, and records available for audit as authorized or required by this Agreement and applicable law.
- 5.1.6 All Parties to this Agreement will work cooperatively to address audit findings.

### 5.2 CAD System

- 5.2.1 The CAD System provides functionality such as call input, call dispatching, call status maintenance, base map, event notes, field unit status and tracking, and call resolution and disposition.
- 5.2.2 County Responsibilities. The County is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
  - 5.2.2.1 Computing hardware, platform and systems capable of running the CAD server and client software per the CAD System Vendor's standard specifications for the version in use.
  - 5.2.2.2 CAD System firmware updates.
  - 5.2.2.3 Operating system (OS) software that runs on the CAD computing hardware, and appropriate licensing for the OS software.
  - 5.2.2.4 Centralized CAD software applications that run on the computing platform (server software).
  - 5.2.2.5 Applications that are licensed to the County as part of the System.
  - 5.2.2.6 Licenses to use the CAD software at dispatch stations/consoles, and the ongoing maintenance of that software.

- 5.2.2.7 Loading of the CAD software at dispatch stations/consoles.
  - 5.2.2.8 Display and input devices at the ECC and Disaster Recovery (“DR”) sites.
  - 5.2.2.9 Printers at the ECC and DR sites.
  - 5.2.2.10 Access to web-based CAD end-user software that allows System Users to view CAD information.
  - 5.2.2.11 Installation of CAD client software on end user computer systems brought to the County’s service location, and 24/7 on-call troubleshooting support for Members who load the CAD client software at their own fixed remote locations.
  - 5.2.2.12 Manage System User accounts to ensure System Users are able to access needed services and information, in accordance with approved security standards.
  - 5.2.2.13 Database maintenance to keep up to date incident type codes, priority codes, emergency response area/beats, response plans, and resource assignment tables.
  - 5.2.2.14 Written instructions for self-installation of CAD client software (as applicable) on one version each of up to three (3) operating system platforms (e.g., Windows, iOS, Android).
- 5.2.3 Member Responsibilities. Each Member is responsible for procuring and maintaining the following CAD System hardware, software, and related services:
- 5.2.3.1 Computing systems capable of running the CAD client software per the CAD System Vendor’s standard specifications. This may include desktop or laptop computers, tablets or other computing devices.
  - 5.2.3.2 Internal testing of approved System modifications against Member-owned hardware and software.
  - 5.2.3.3 Installation of CAD client software at the Member’s fixed locations (if agency chooses not to bring the systems to the County’s service location).
  - 5.2.3.4 Printers at the Member’s own locations.

### **5.3 Mobile Data System**

- 5.3.1 The Mobile Data System provides an interface between the user of the CAD client software on mobile devices and the ECC, as well as an interface to field reporting software accessed by the mobile device. This system provides two-way data transfer regarding dispatched incidents. Types of data transferred include time at which the responding vehicle arrives and clears calls.

5.3.2 County Responsibilities. The County is responsible for the following Mobile Data System hardware, software, and related services:

- 5.3.2.1 Computing hardware platform (e.g., servers) on which the County-provided Mobile Data System software operates.
- 5.3.2.2 Mobile Data System server firmware updates.
- 5.3.2.3 Server/host-based CAD mobile data application software for the County-provided Mobile Data System, including maintenance of licenses and implementation of patches and updates.
- 5.3.2.4 Applications that are licensed to the County as part of the Mobile Data System.
- 5.3.2.5 Mobile data client software for Members, including maintenance of licenses. Maintenance of System User accounts to ensure System Users are able to access needed services and information.
- 5.3.2.6 Database maintenance to keep up to date incident type codes, priority codes, emergency response areas/beats, response plans and resource assignment tables.

5.3.3 Member Responsibilities. Each Member is responsible for the following Mobile Data System hardware, software, and related services:

- 5.3.3.1 Wireless connectivity service (e.g., commercial cellular data services) over which to transmit CAD and CAD-related data.
- 5.3.3.2 Wireless signal antennas and receivers/transmitters for computing devices, which may be built in or external to the device.
- 5.3.3.3 Client computing devices/hardware on which to run the Mobile Data System software that meet standard specifications established by the CAD System Vendor.
- 5.3.3.4 Security on Member-owned devices according to applicable state and federal security requirements.

#### **5.4 Wireless Data Security and Persistent Connectivity Service**

5.4.1 The Wireless Data Security and Persistent Connectivity Service encrypts CAD and Mobile Data information that is sent over commercial wireless services. The Wireless Data Security and Persistent Connectivity Service also maintains usability when the wireless service is unavailable and reconnects automatically when that service is again available.

5.4.2 Services by other than County

- 5.4.2.1 After submitting a written plan to the ECC Director and after receiving written approval of that plan from the ECC Director and the CAD Command Subcommittee, a Member may elect to provide wireless data security and persistent connectivity services



on its own, and/or to contract with entities other than the County to provide these services. This is applicable only to wireless data security and persistent connectivity services and will be known as “opting out” or “opt out”.

5.4.2.2 A Member may choose to opt out of services for a subset of its System Users, for example, for only Law Enforcement personnel.

5.4.2.3 Should a Member opt out, the ECC would remain the “first call for help” for that Member’s System Users per section 5.4.3.6.

5.4.2.4 A Member that opts out is responsible for all elements of the provision and maintenance of the wireless data security and persistent connectivity service except 5.4.3.6.

5.4.3 County Responsibilities. The County is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services for Members who do not opt out of having the County provide wireless data security and persistent connectivity service:

5.4.3.1 Acquisition of the service(s) and management of any necessary contracts.

5.4.3.2 Working with the Members and State of Minnesota to transition from existing licenses and agreements.

5.4.3.3 Distribution of client software (as needed) to subscribing Members, and maintaining licenses and updates for that software.

5.4.3.4 Applications that are licensed to the County as part of the Wireless System.

5.4.3.5 Maintenance of System User accounts to ensure that System Users are able to access needed services and information.

5.4.3.6 “First call” troubleshooting of connectivity issues.

5.4.3.7 Written installation standards/guidelines.

5.4.3.8 Initial installation of client software on end user computing devices at the County’s service location.

5.4.4 Member Responsibilities. Each Member is responsible for the following Wireless Data Security and Persistent Connectivity Service hardware, software, and related services:

5.4.4.1 Allowing the County to push software updates to end user computing devices. This does not apply to Members that opt out.

5.4.4.2 Management of wireless accounts to ensure that System Users are able to access needed services and information.

## 5.5 AVL System

- 5.5.1 An Automatic Vehicle Location (“AVL”) System, within the context of this Agreement, acquires vehicle location information via GPS signaling using an antenna and receiver in each vehicle. That location information is then transmitted by the Mobile Data System in the vehicle (via commercial wireless) to the ECC.
- 5.5.2 County Responsibilities. The County is responsible for the following AVL System hardware, software, and services:
  - 5.5.2.1 Computing hardware platform (e.g., servers) on which the County-provided AVL System software operates.
  - 5.5.2.2 Server/host-based AVL application software for the County-provided AVL System.
  - 5.5.2.3 Applications that are licensed to the County as part of the AVL System.
  - 5.5.2.4 Interfaces between the AVL System and the CAD and Mobile Systems.
  - 5.5.2.5 Licenses for AVL System client software to be used on end user computing devices, and software maintenance, including updates.
  - 5.5.2.6 Written installation standards/guidelines.
- 5.5.3 Member Responsibilities. Each Member is responsible for the following AVL System hardware, software, and services:
  - 5.5.3.1 Vehicle antennas and the installation of those antennas including cabling and other required hardware and services.
  - 5.5.3.2 GPS receivers (radios) and the installation of those in vehicles.
  - 5.5.3.3 Physical connections between the GPS receivers and the mobile data system computing devices (laptop, tablet) in the vehicles (if GPS is not built into the devices) and verification that GPS position data is being relayed to the device and mobile application.

## 5.6 End User Computing Devices

- 5.6.1 End user computing devices such as desktops, laptops and tablets provide a means to access and input CAD and Mobile Data information. End user computing devices may be handheld, connected to building networks or installed in vehicles.
- 5.6.2 County Responsibilities. The County is responsible for the following end user computing device hardware, software, and related services:
  - 5.6.2.1 Providing and maintaining end user computing devices and associated operating system software for the end user computing devices at the ECC.

5.6.2.2 Informing Members of changes to end user computing devices that are driven by the System, i.e., Operating System compatibility issues.

5.6.2.3 First call troubleshooting for System software.

5.6.3 Member Responsibilities. Each Member is responsible for the following end user computing device hardware, software, and services:

5.6.3.1 Providing and maintaining end user computing devices and associated software for use of Member personnel.

5.6.3.2 Ensuring that end user computing devices and associated software that will be used to access the System comply with standard specifications established by the CAD System Vendor.

5.6.3.3 Providing and maintaining all non-System related (third-party) software, hardware and peripherals on end user computing devices.

5.6.3.3.1 Should any Member decide to install additional third-party software on, or alter the configuration of, its end user computing devices, it does so at its own risk. Members must provide staff capable of providing support for the preparation, installation, maintenance and upgrades of such additional software. The County will test additional software for compatibility with the System at the request of Members. Such testing will be charged to the requesting Member.

5.6.3.4 Keeping operating systems, applications and web browsers on Member end user computing devices up to date by applying appropriate patches, updates and upgrades in a timely manner, and according to standards to be developed per section 10.

## 5.7 Fire Department Alerting

5.7.1 Definitions:

5.7.1.1 Fire **Department** Alerting means the process and method used by the ECC to notify an agency that a call for service exists. This process begins at the dispatch console when a call is received and continues through the System until the notification is received by any or all of the following means: the Fire Station Controller, a two-tone voice paging device, or a messaging device that receives email, text, SMS, etc.

5.7.1.2 Fire **Station** Alerting means the process and method used by the Fire Station Controller to disseminate the alert within the station (using peripheral devices such as speakers, lights, menu boards,

monitors, printers, etc.) that is received through the Fire Department Alerting process.

5.7.2 County Responsibilities. The County is responsible for the following:

5.7.2.1 Related to Fire **Department** Alerting services, the County will provide and maintain all necessary software and equipment (servers, routers, radio systems, two-tone paging systems, digital messaging systems, etc.) required at the ECC to operate a communications gateway that interfaces with the CAD System to generate and transmit messages/alerts to remote Fire Station Controllers and/or devices using both primary/secondary means of communications (existing data networks, radio systems, phone lines, etc.).

5.7.2.2 Related to Fire **Department** Alerting services at fire station locations, the County is responsible to provide and maintain a device (Fire Station Controller) to receive dispatched calls at each fire station that uses an alerting system.

5.7.3 Members Responsibilities. Each Member is responsible for the following:

5.7.3.1 Fire **Station** Alerting – each Member that utilizes Fire Station Alerting is responsible for providing and maintaining all connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert. Peripherals may include such items as speakers, lights, menu boards, monitors, printers, or any device that the Fire Station Controller communicates with in the fire station.

5.7.3.2 Fire Department **Paging** – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two-tone voice pages from the ECC.

5.7.3.3 Fire Department **Messaging** – each Member that utilizes fire department messaging (email, text, SMS, etc.) is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.

**5.8 Network Infrastructure**

5.8.1 A **Wide Area Network (WAN)** is a telecommunication network that covers a broad area.

5.8.1.1 The point of WAN demarcation between the County and a Member is the firewall system designated to support the CAD/Mobile Data/AVL/Fire Alerting System at the Member's location. Note: If a Member uses web-based access, a dedicated WAN connection to the ECC may not be required.

5.8.1.2 County Responsibilities

5.8.1.2.1 The County is responsible for procuring and maintaining secured WAN connections needed to support the System (for example, to the State).

5.8.1.3 Member Responsibilities

5.8.1.3.1 Each Member is responsible for procuring and maintaining any necessary secured WAN connections from their site(s) to the ECC in order to access the System.

5.8.1.3.2 Moves, additions, and changes to WAN connections that are initiated by a Member are the responsibility of that Member.

5.8.2 **Firewall systems** are used to help keep a network secure. The primary objective is to control the incoming and outgoing traffic by determining whether data packets should be allowed through.

5.8.2.1 County Responsibilities. The County will provide and maintain firewall systems for the ECC and backup ECC sites.

5.8.2.2 Member Responsibilities. Members who wish to have a dedicated WAN connection to the System must provide and maintain their own firewall systems at their locations.

5.8.3 **Routing systems** forward data packets between different types of networks, such as from WANs to LANs. For this System, routing services are required at the ECC and at the backup dispatch facility. The County is responsible for these systems.

5.8.4 **Local area network (LAN) infrastructure** consists of network cabling, local wireless (e.g., WiFi), and switching systems within a building.

5.8.4.1 County Responsibilities. The County is responsible for LAN infrastructure at the ECC.

5.8.4.2 Member Responsibilities. Each Member is responsible for LAN systems within the Member's own facilities.

5.8.5 **Antivirus services** protect operating systems and other software from malicious code.

5.8.5.1 The County and all Members are individually responsible to maintain antivirus services on all computing devices that access the System. Those antivirus services must meet all applicable state and federal requirements.

5.8.5.2 The County and all Members have the right to disconnect systems/hardware/devices found to be compromised in a way that poses an immediate threat.

5.8.6 **Authentication** is used to ensure that only authorized users may access the System.

5.8.6.1 Members must use authentication methods that comply with applicable state and federal security requirements.

5.8.6.2 Members are responsible for the costs to implement and maintain authentication.

**5.9 Interfaces** – these are software programs developed specifically to link other software applications to the System. For cost allocations, refer to section 8.

5.9.1 The entities named below will be responsible to ensure the identified interfaces or their replacements or version changes listed below operate according to applicable specifications.

5.9.2 County Responsibilities.

5.9.2.1 The County is responsible for **both “ends”** of the following interfaces:

5.9.2.1.1 Alphanumeric paging

5.9.2.1.2 ANI/ALI/E9-1-1

5.9.2.1.3 BCA LEMS

5.9.2.1.4 Apparatus move-up management (one-way data export out of System) [DECCAN Live MUM at the time of the original Agreement]

5.9.2.1.5 Fire Department/Station alerting (one-way from System to alerting application)

5.9.2.1.6 Knowledge Center (Emergency Management)

5.9.2.1.7 Pictometry

5.9.2.2 The County is responsible for the **County’s “end”** of the following interfaces:

5.9.2.2.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.

5.9.2.2.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement].

5.9.2.2.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement].

5.9.2.2.4 Law Enforcement Records Management Systems (one-way data export out of System).

5.9.2.2.5 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement].

- 5.9.2.2.6 Field Reporting (one-way data export out of System).
- 5.9.2.3 The County is responsible for ensuring that information from the System is transferred via the provided Interfaces.
- 5.9.2.4 The County will provide "First Call" troubleshooting of identified interfaces.
- 5.9.3 Member Responsibilities. Members are responsible for the **User/Member "end"** of the following interfaces:
  - 5.9.3.1 HazMat, pre-plan, and premise information, by those Members that use it.
  - 5.9.3.2 City of Saint Paul's locally developed Law Enforcement Records Management System, by the City of Saint Paul.
  - 5.9.3.3 Ramsey County Sheriff's Office Law Enforcement Records Management System, by Ramsey County Sheriff's Office.
  - 5.9.3.4 Law Enforcement Records Management System used by the cities of Roseville, Lauderdale, Falcon Heights, and North St. Paul.
  - 5.9.3.5 EMS RMS [Sansio ePCR at the time of the original Agreement], by those Members that use it.
  - 5.9.3.6 Field Reporting, by those Members that use it.
- 5.9.4 Protocol for changes to interfaces: when either the System or the linked application undergoes a modification (e.g., patches, updates and/or upgrades) that could affect the interface between the System and/or the linked applications, the Party that is identified as responsible for that interface under the terms of this Agreement must arrange for the necessary software modifications, and have all changes tested in a non-production environment prior to implementation in the production system. The County shall notify the Members at least 60 days prior to implementing changes to interfaces for which the County is responsible. A Member shall notify the County at least 60 days prior to implementing changes to interfaces for which the Member is responsible, and shall work with the County to coordinate and schedule the change in the production environment.
- 5.9.5 Troubleshooting problems due to interface changes is a joint responsibility of the Member and the County.
- 5.9.6 The County may charge for support services required due to changes to Member interfaces.

## **5.10 Responsible Use Policy**

- 5.10.1 Execution of this Agreement by a Party is deemed to include agreement to comply with the provisions of this Responsible Use Policy ("Policy").

## 5.10.2 Data Privacy and Security

### 5.10.2.1 All Parties to this Agreement will:

5.10.2.1.1 comply with applicable federal and state statutes, regulations and agreements regarding data privacy and security;

5.10.2.1.2 not obtain, use, share or disclose Protected Data other than as permitted or required by law. For purposes of this provision, the term Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a;

5.10.2.1.3 implement appropriate administrative, physical, and technical safeguards to protect the confidentiality, integrity, and availability of Protected Data and prevent unauthorized use or disclosure by any Member or User;

5.10.2.1.4 if allowed under Minnesota Statutes chapter 13, report to the other Parties any known unauthorized use or disclosure of a Party's Protected Data or any security incident, as appropriate;

5.10.2.1.5 ensure that any agents or contractors with access to Protected Data agree to the same restrictions and conditions and implement reasonable and appropriate privacy and security safeguards imposed by this Agreement and applicable law;

5.10.2.1.6 make Protected Data available for amendment and incorporate any amendments as required and authorized by law;

5.10.2.1.7 make available the information required to provide an accounting of disclosures of Protected Data; and

5.10.2.2 If this Agreement is terminated as to any Party, all other Parties will either destroy or return the Protected Data of the terminating Party to the terminating Party and retain no copies of such data, if feasible, or if such destruction or return is not feasible, extend the protections of this Agreement to the Protected Data and limit further uses and disclosures of the Protected Data to those purposes that make the return or destruction of the Protected Data infeasible.

5.10.2.3 Each Party shall require all individuals who use the CAD and Mobile Systems to review and sign the System Users Agreement, attached to and made a part of this Agreement as **Exhibit 2**.



### 5.10.3 Records Retention

- 5.10.3.1 All Parties to this Agreement shall comply with all state and federal laws and regulations regarding the retention of public records, including but not limited to Minnesota Statutes §138.17.

## 6. Ongoing County Services

- 6.1 The County shall operate, manage, and maintain the System under the direction of the Director of the Ramsey County Department of Emergency Communications.
- 6.2 The County warrants that its initial and ongoing configuration of the System and provision of County services will be compliant with applicable privacy and security regulations, including CJIS and HIPAA requirements and standards.
- 6.3 Operational and Management Services. Under the supervision of the System Manager, the County will:
  - 6.3.1 Establish and maintain a secure network.
  - 6.3.2 Manage the System network servers, System software, databases, and network connectivity.
  - 6.3.3 Manage and maintain test, training, and production environments for the System. The County will provide access to testing and training environments to Members upon request.
  - 6.3.4 Test new patches, updates, upgrades and other modifications before they are applied to production systems.
  - 6.3.5 Perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades.
  - 6.3.6 If at any time configuration changes implemented by the County interfere with operation of the System, the County will correct the problem.
  - 6.3.7 If software conflicts develop between System configuration changes required for the successful use of the System and end user software previously installed by a Member, the County shall work with the Member's staff to resolve the problem.
  - 6.3.8 Maintain the System network in such a manner as to provide a minimum of 99.9% availability, except during such periods when downtime is due to circumstances beyond the control of the County or during scheduled downtime for maintenance/upgrades.
  - 6.3.9 Maintain a system of frequent backups and data files in such a manner as to minimize System recovery time and prevent data corruption. The backup procedure will be in writing and approved by the CAD Command Subcommittee.
  - 6.3.10 Monitor, maintain and troubleshoot network connectivity and cyber security issues in the System network.

- 6.3.11 Monitor performance to ensure adequate System resources and storage to handle peak traffic loads.
- 6.3.12 Manage System, Fire Department Alerting, Wireless Data Security and Persistent Connectivity Service vendor contracts with the County, to ensure continuous service.
- 6.3.13 Maintain and manage licenses for software described within this Agreement as part of the County's responsibility.
- 6.3.14 Coordinate maintenance upgrades with the CAD System Vendor and Members.
- 6.3.15 Manage the implementation of patches, updates and upgrades to the CAD System, including appropriate testing in a non-production environment prior to implementation.
- 6.3.16 Provide timely notices to the Members of System status changes, such as server maintenance, that will affect System availability or performance. Any planned System downtime will be scheduled during periods of light call traffic.
- 6.3.17 Install, configure, and maintain CAD client software, along with any other software required to maintain a secure connection to the CAD System. This excludes physical installation in in-vehicle systems, but includes remote maintenance.

**6.4 Support Services (Maintenance, Helpdesk, Upgrades).** The County will:

- 6.4.1 Provide support services as described herein during the hours identified below.
  - 6.4.1.1 Live technical support will be provided during regular business hours, which are defined as 8:00 AM – 4:00 PM Monday through Friday, excluding County-observed holidays. Refer to section 6.4.2 for response times for each "Priority Level".
  - 6.4.1.2 On-call technical support will be provided at all other times. Refer to 6.4.2, below, for response times for each "Priority Level".
- 6.4.2 Provide response to System issues/problems according to the following Priority Levels:
  - 6.4.2.1 Priority Level 1: Critical Priority, as described in the excerpt from the CAD System Vendor's Support Agreement, attached hereto and made a part of this Agreement as **Exhibit 3**.
    - 6.4.2.1.1 County Response to Priority Level 1: live telephone response within 30 minutes of initial notification.
  - 6.4.2.2 Priority Level 2: Urgent Priority, as described in **Exhibit 3**
    - 6.4.2.2.1 County Response to Priority Level 2: live telephone response within 1 hour of initial notification.

- 6.4.2.3 Priority Level 3: High Priority, as described in **Exhibit 3**
  - 6.4.2.3.1 County Response to Priority Level 3: live (non-automated) email response within 3 hours of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.4 Priority Level 4: Medium Priority, as described in **Exhibit 3**
  - 6.4.2.4.1 County Response to Priority Level 4: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.2.5 Priority Level 5: Low Priority, as described in **Exhibit 3**
  - 6.4.2.5.1 County Response to Priority Level 5: live (non-automated) email response within 2 business days of initial notification. If voice response is requested by the Member, such response will be provided within the same timeframe.
- 6.4.3 Provide technical support to System Users for System client software.
- 6.4.4 Establish and maintain County-owned CAD interfaces to Members' records systems, mobile data system networks, and local PSAP 911 premise equipment.
- 6.4.5 Load and configure Mobile Data client software at the County's location. If Member agencies choose not to bring the systems in to that location, the County will provide troubleshooting assistance for agencies that load Mobile Data client software at their own locations.
- 6.4.6 Perform troubleshooting, characterization, and documentation of System problems or anomalies and communicate findings to CAD System Vendor(s). Follow up with CAD System Vendor(s) as necessary to resolve problems.
- 6.4.7 Perform troubleshooting to address System User access issues and reports.
- 6.4.8 Provide technical assistance to System Users for local CAD interfaces.
- 6.4.9 Distribute information about changes to System User requirements (hardware and software) as the CAD System Vendor publishes those requirements to the County.
- 6.4.10 Notify Members of planned and unplanned System outages and reported issues via the following process:

#### 6.4.10.1 Planned Outages

6.4.10.1.1 Initial email contact will be made with each Member's Operational Contact as soon as possible, giving the following information:

1. Portion of the System that will be down
2. Date and time of the outage
3. Reason for the outage
4. Estimated duration of the outage
5. Effect outage will have on Members' business operations
6. End User expectations

6.4.10.1.2 Two days prior to the planned outage a reminder email notification containing the same information will be sent to the Member's Operational Contact with details for their use, and to distribute within their agencies.

6.4.10.1.3 Immediately prior to the outage, ECC will make an announcement over the radio identifying the sub-system that will be taken down and instructing System Users to log off.

6.4.10.1.4 When the planned outage/upgrade is complete an announcement will be made over the radio informing System Users the portion of the System that was down is available for use, plus a follow up email will be sent.

#### 6.4.10.2 Unplanned Outage

6.4.10.2.1 As soon as reasonably possible a radio announcement will be made and email contact will be made with each Member's Operational Contact giving the following information:

1. Identifying the portion or portions of the system that is/are down
2. When the outage began
3. Initial cause of outage, if known
4. Estimated duration of the outage.
5. Effect outage will have on Members' business operations

6.4.10.2.2 Periodic notifications will be provided as appropriate and/or when new information is available.

6.4.10.2.3 When the unplanned outage is resolved an announcement will be made over the radio and via

email informing System Users that the System is available for use.

6.4.10.2.4 Within two weeks of the resolution ECC will document the outage and resolution, and distribute this to the Operational Contacts.

6.4.11 Test System software patches, updates and upgrades before installation.

6.4.12 Plan for the installation of software updates and upgrades so as to minimize service disruptions to System Users.

6.4.13 Maintain the software configurations for the network security equipment.

6.4.14 Be responsible for initial troubleshooting of access issues from computers used for System access at Member sites.

6.4.15 Be responsible for initial (first call) troubleshooting of access issues from System Users' authorized mobile devices.

6.4.16 Update the GIS base map (layers, centerlines, street names, etc.) at a minimum quarterly.

6.4.17 Manage user access (adds, changes, etc.), notification data, and administrative information when notified by Members of such changes.

## **6.5 Disaster Recovery and Continuity of Operations Services**

6.5.1 The County will provide and maintain Disaster Recovery (DR) and Continuity of Operations services for functions identified in **Exhibit 4**, attached hereto and made a part of this Agreement, in accordance with procedures established by the Department in consultation with the CAD Command Subcommittee.

6.5.2 In the event of a System failure that is not resolved through built-in redundancy and resiliency, an authorized ECC manager or designee will authorize a change over from the primary System to the DR system.

6.5.3 The County will configure the System so DR services are operational within two (2) hours after authorization to change over from the primary System to the DR system.

6.5.4 The County will provide personnel trained in how to implement a change over from the primary System to the DR system.

## **6.6 Training**

6.6.1 The County will provide and maintain a Training Environment for the System.

6.6.2 The County will provide System User training as follows:

6.6.2.1 Initial training of System Users prior to go-live of the new System will be provided in a Train-the-Trainer mode. The County will provide training and training materials to individuals designated

by the Members. The trained Member personnel will then provide training to other Member System Users.

6.6.2.2 Mobile Data System training for System Users will take place at mutually agreed upon locations using Member-provided devices.

6.6.2.3 After go-live the County will update training materials as needed and make those available to Members.

6.6.2.4 After go-live the County will provide training on the System for Members' new hires.

## **6.7 Reports**

6.7.1 The System Manager will provide a set of standard reports available from the CAD System Vendor.

6.7.2 Upon request the County will generate one or more export files, using standard fields and parameters and standard data export methods supported by the CAD System Vendor. The export file(s) will contain raw data so a Member may create its own reports using its own resources.

6.7.3 If a Member needs reports other than from these sources, the County may charge the Member for creating custom reports. Members may submit a fee refund request for charges for a custom report that becomes a standard report.

6.7.4 Open Database Connectivity ("ODBC") connections may be requested through and must be approved by the CAD Command Subcommittee. Members are responsible for software licenses and support of independent reporting tools.

## **6.8 Public Information Requests**

6.8.1 The System Manager will assist Members in responding to data requests by providing the requested data that is in the System to the Member within a reasonable time from the request. Member(s) will be provided with a data export file containing the System data along with documentation of the data fields provided. It will be the Member's responsibility to respond to the data request and to filter, format, and redact data as needed to fulfill the public information request in accordance with applicable law.

## **7. Ongoing Member Responsibilities (see also section 5. System Operation: Responsibilities of the Parties)**

### **7.1 Base Map:**

7.1.1 Members will submit new information on property key holders (ownership/lease) and common place names for businesses in accordance with County established standards.

7.1.2 Members will notify the Department of changes to streets and all addresses at least quarterly.

## **7.2 Information Security/System Protection:**

- 7.2.1 Members remain responsible for the protection of information they place on the System and connecting networks.
- 7.2.2 Members must comply with applicable federal and state statutes, laws, and regulations regarding data security.
- 7.2.3 Members must notify the System Manager as soon as possible of any security breach or known potential threat.
- 7.2.4 Members will ensure that any System User or third-party software does not interfere with System applications, network connections, or security.
- 7.2.5 Members will restrict access to the System to only those individuals who have received CAD training and are authorized to use the System.
- 7.2.6 Members will maintain current operating systems, applications, security software, web-browsers, and networked devices through patches, updates, and upgrades in compliance with section 10 of this Agreement.
- 7.2.7 Members will notify the System Manager as soon as possible but not later than the last day of employment when an employee with System access leaves employment.
- 7.2.8 Members will notify the System Manager as soon as possible but not later than the change of status or rank when an employee with System access has a change of status or rank that affects that individual's access privileges.

## **7.3 Testing and Training**

- 7.3.1 Members shall test Member-owned interfaces, devices and software when planning internal hardware or software changes or changes to business processes that may affect the System, before putting such into use.
- 7.3.2 Members shall utilize the County's test environment for changes to two-way interfaces, firewalls or routers.
- 7.3.3 Members shall perform quality control/quality assurance operations during testing and implementation of patches, updates and upgrades of Member-owned interfaces, devices and software.
- 7.3.4 If at any time configurations implemented by a Member interfere with operation of the System or if software conflicts develop between software required for the successful use of the System and additional software installed by a Member, the County will charge the Member to correct the problem. Member staff must work with the County as requested to resolve the problem or remove the software.
- 7.3.5 Members will make their personnel available to attend System training, as appropriate.

7.3.6 When System upgrades or process changes that require training of System Users are to be implemented, the Members will train their own personnel using County-provided training materials.

#### **7.4 Operational Contact**

7.4.1 Each Member shall maintain an Operational Contact, and an alternate operational contact, as the primary persons who will receive technical notifications and provide technical coordination.

7.4.2 Within 30 days of the execution of this Agreement, Members shall provide Operational Contact information to the System Manager.

7.4.3 Members shall immediately notify the ECC of changes to Operational Contacts.

#### **7.5 Reporting System Issues**

7.5.1 During business hours, System Users must contact the CAD/Mobile/AVL Helpdesk via phone or email, and provide:

7.5.1.1 User's name

7.5.1.2 Agency name

7.5.1.3 Call back number

7.5.1.4 Number of users affected, if known

7.5.1.5 Brief description of the problem.

7.5.2 After business hours, System Users must contact the on-duty ECC Shift Supervisor and provide the same information listed above.

### **8. Cost/Payment**

**8.1 County Payments:** The County will pay the following:

8.1.1 All costs for the initial implementation of the System as defined by the CAD budget approved by the County in Resolution #2012-313, including all related debt service, but excluding loading of non-CAD related software onto mobile devices.

8.1.2 Both initial and ongoing costs for **both "ends"** of the following interfaces

8.1.2.1 Alphanumeric paging

8.1.2.2 ANI/ALI/E9-1-1

8.1.2.3 BCA LEMS

8.1.2.4 Apparatus move-up management (one-way data export out of System) [DECCAN LiveMUM at the time of the original Agreement]

8.1.2.5 Fire Department/Station alerting (one-way from System to alerting application)



- 8.1.2.6 Knowledge Center (Emergency Management)
- 8.1.2.7 Pictometry
- 8.1.3 Both initial and ongoing costs for the **County's "end"** of the following interfaces:
  - 8.1.3.1 CAD-to-CAD interface with Allina Medical. Note: Allina Medical will pay for its end, both initially and ongoing.
  - 8.1.3.2 Fire Records Management System (one-way data export out of System) [ImageTrend at the time of the original Agreement]
  - 8.1.3.3 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement]
  - 8.1.3.4 EMS RMS (one-way data export out of System) [Sansio ePCR at the time of the original Agreement]
- 8.1.4 Initial costs only for the **County's "end"** of Law Enforcement Records Management Systems (one-way data export out of System)
- 8.1.5 Upgrades of the System software and hardware that are part of the CAD System Vendor's maintenance package and of County-owned interfaces will be paid for out of the System Investment Fund.
- 8.1.6 Upgrades of the System software and hardware that are not part of the CAD System Vendor's maintenance package must go through the Review and Approval Process set forth in section 9. System Modifications. Upon approval, upgrades of the System software and hardware and of County-owned Interfaces will be paid by the County out of the System Investment Fund.
- 8.1.7 Initial and ongoing costs for firewall systems at the ECC and DR sites.

**8.2 Individual Member Payments.** Each Member will pay the following:

- 8.2.1 The cost of Member-owned hardware, software, and application installation and maintenance not otherwise addressed by this Agreement.
- 8.2.2 Costs for the provision of ongoing cellular or other wireless services to connect the Member's mobile devices.
- 8.2.3 State data access charges for mobile wireless connectivity, which will be billed through by the Department.
- 8.2.4 Fees for wireless data and persistent connectivity services.
- 8.2.5 All non-recurring and recurring costs for encrypted WAN connections to the CAD/Mobile Data/AVL/Fire Station Alerting Systems. Costs for moves, additions, and changes to WAN services that are initiated by a Member are the responsibility of that Member.
- 8.2.6 Initial and ongoing costs for firewall systems at Member locations.

- 8.2.7 Initial and ongoing costs of Fire Station Alerting connections and peripherals beyond the Fire Station Controller that are used to disseminate the alert.
- 8.2.8 Initial and ongoing costs of Fire Department Paging – each Member that utilizes fire department two-tone voice paging is responsible for providing and maintaining all devices necessary to receive two tone voice pages from the ECC.
- 8.2.9 Initial and ongoing costs of Fire Department Messaging (email, text, SMS, etc.) – each Member that utilizes fire department messaging is responsible for providing and maintaining all devices necessary to receive digital messages from the ECC.
- 8.2.10 Ongoing costs, including updates, for the **both “ends”** of the following software interfaces in all environments:
  - 8.2.10.1 Mobile Data software other than the County’s Mobile System, to be paid for by those Member(s) that utilize such software.
  - 8.2.10.2 Other interfaces to the System not otherwise provided for in this Agreement and not used by all Members, to be paid for by those Member(s) that utilize those applications, e.g. Law Enforcement Records Management System applications and Amanda.
- 8.2.11 Ongoing costs, including updates, for the **Member “ends”** of the following software interfaces:
  - 8.2.11.1 HazMat, pre-plan, and premise information [via ImageTrend at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
  - 8.2.11.2 EMS Records Management System [Sansio ePCR at the time of the original Agreement], with the costs to be paid for by those Member(s) that utilize the application.
  - 8.2.11.3 Field Reporting, with the costs to be paid for by those Member(s) that utilize the application.

**8.3 Payments by All Members as a Group.** All Members shall pay the following:

- 8.3.1 Forty percent (40%) of all costs for ongoing System operating, maintenance and technical and administrative support, minus any offsetting revenue that has been applied to the Members’ share in accordance with Section 8.7.
- 8.3.2 Each Individual Member’s share will be billed based on a three-year rolling average of the Member’s share of calls for service. The methodology for calculating the percentage of calls for service shall follow the same methodology described in the Dispatch Joint Powers Agreement article entitled Cost and Funding.
- 8.3.3 The Director shall prepare an annual CAD budget in consultation with the CAD Command Subcommittee. The CAD budget will then be presented to

the CAD Policy Committee for review. The CAD Policy Committee will then make a budget recommendation to the County Board. Members will receive written notification of their share of CAD operating costs as recommended by the CAD Policy Committee by June 1<sup>st</sup>.

- 8.3.4 If the County Manager recommends a CAD budget to the County Board that is not consistent with the recommendation of the CAD Policy Committee, the Director shall notify the members of the CAD Policy Committee prior to the County Board public budget hearings.
- 8.3.5 The County will notify the CAD Policy Committee of budget changes exceeding 5% of an adopted budget as soon as possible before adoption of the budget change.

#### **8.4 Additional Members**

- 8.4.1 Additional Members must “buy-in” to the System. Buy-in costs may include a share of the initial implementation costs, a share of the System Replacement and Investment Funds, any subsequent major investments, and any additional expansion required to support this Additional Member. Buy-in costs will be determined by the CAD Policy Committee at the time of a “buy-in” request.
- 8.4.2 After the initial “buy-in”, Additional Members will pay costs as an Individual Member and as one of the Members as a Group, as indicated within the applicable sections of this Agreement.

#### **8.5 Payment for System Changes, New Interfaces and System Modifications (see also section 9)**

- 8.5.1 System Modifications will be paid according to the cost allocation and funding mechanism approved under section 9.4. System Modifications that will be used by fewer than all the Members will be paid for by the Members that use it, including Members that add the System Modification after implementation.
- 8.5.2 Costs for changes to interfaces.
  - 8.5.2.1 The County will pay for changes to interfaces necessitated by System Modifications. This includes incremental costs due to upgrades or other modifications up to a limit of 50% of the initial implementation cost for those interfaces, unless otherwise approved by the CAD Policy Committee.
  - 8.5.2.2 Individual Members will pay for changes to interfaces necessitated by modifications to that Member’s environment or applications. This includes incremental costs due to upgrades or other modifications. The County may charge Members up to 50% of the initial implementation cost for modified interfaces for work performed or provided by the County, unless otherwise agreed to by the Member.

8.5.3 Unapproved change cost control. Costs for changes that are not approved according to section 9.1, and that are necessitated by changes by the County to the System or environment, or by changes by a Party to associated applications or interfaces, will be paid by the Party making the changes.

## **8.6 System Replacement and Investment Funds**

8.6.1 CAD/Mobile/AVL/Fire Alerting System Replacement Fund (“System Replacement Fund”)

8.6.1.1 The Parties will make annual contributions for eventual replacement of the System according to the contribution allocations set out in section 8.6.3 below. This amount will be \$350,000 in 2015 and increase each year thereafter by three percent (3%) or the Consumer Price Index for Urban Consumers, whichever is less. County and Member contributions will be suspended if the fund balance reaches \$10,000,000.

8.6.1.2 When determined appropriate after consideration of input from the CAD Subcommittee and the Director, the CAD Policy Committee shall recommend to the County Board that the Board initiate the replacement of the System, or a portion thereof, using the System Replacement fund.

8.6.2 CAD/Mobile/AVL/Fire Alerting System Investment Fund (“System Investment Fund”)

8.6.2.1 The following will be used to determine the amount of the annual contribution to the System Investment Fund:

8.6.2.1.1 Hardware/Equipment replacement: The amount will be \$150,000 for 2015. Thereafter, the annual amount will be as determined by 8.6.2.2.

8.6.2.1.2 Ongoing System investments (investments not covered by software maintenance fees, e.g., upgrades, additional licensing, misc. software, expansion of functionality): the amount will be \$300,000 for 2015. Thereafter the annual amount will be as determined by 8.6.2.2.

8.6.2.2 The Director will develop forecasting models to ensure that the System Investment Fund is sufficient, but not over funded. The Director must present forecasting models and a proposed System Investment Fund funding goal to the CAD Policy Committee every two years for approval of the funding goal. The approved funding goal will be used by the Director when submitting the proposed CAD Operating Budget as required in section 8.3.

8.6.2.3 The CAD Policy Committee may transfer amounts between the hardware/equipment replacement and ongoing System

investment portions of the System Investment Fund, which are defined under sections 8.6.2.1.1 and 8.6.2.1.2

- 8.6.3 Contributions to the System Replacement and Investment Funds will be allocated to the County and the Members as follows: 60% will be paid by the County and 40% will be paid by the Members, divided proportionately according to the provisions of section 8.3.2.
- 8.6.4 The County will track the System Replacement and Investment Funds separately, showing line item balances and adding any interest earned on the fund balance. Interest earned on fund deposits will be credited toward County and Member contributions to the respective Replacement and Investment Funds according to the provisions of section 8.6.3.
- 8.6.5 If this Agreement is terminated or expires, any remaining money in the System Replacement and System Investment Funds will be distributed in proportion to the contributions of the County and the Members. Each Member's share will be determined by applying the percentages calculated under section 8.3.2.

#### **8.7 Provision of System Services outside Ramsey County – “Fee for Services”**

- 8.7.1 It is possible that Governmental Units (individually or in groups) [hereafter, “Entity” or “Entities”] outside of Ramsey County may request that the County provide CAD, Mobile Data and/or AVL services within their service areas.
- 8.7.2 In the event such an arrangement is requested, the Director will identify the potential advantages, disadvantages, costs, and fees proposed to be charged to the potential Entity/Entities, and report this information to the CAD Command Subcommittee.
- 8.7.3 The CAD Command Subcommittee will then examine the information and recommend for or against approval of the arrangement.
- 8.7.4 If the CAD Command Subcommittee does not recommend approval, the Director will so inform the requesting Entity/Entities and no further action will be taken.
- 8.7.5 If the CAD Command Subcommittee recommends approval, the Department will submit a proposed written agreement including service terms and fees to the requesting Entity/Entities.
- 8.7.6 If the requesting Entity/Entities agree(s) to the provisions of the proposed written agreement, the Director will take the request to the CAD Policy Committee, which will make a final decision as to whether to approve the agreement.
- 8.7.7 If the CAD Policy Committee approves the agreement, the Department will begin providing services according to the agreement upon final execution by the County and the requesting Entity/Entities.

- 8.7.8 After a “fee for services” agreement has been approved, the Department will track fees collected compared to actual costs on a semi-annual basis, and make adjustments as needed and as permitted by contract terms. Any necessary adjustments will be made via the County’s budgeting process.
- 8.7.9 Any revenues collected in excess of costs will be applied to System operating expenses according to the 60/40 contribution formula.
- 8.8 The County may only charge for services as expressly authorized in this Agreement, and at rates that are set in conjunction with the annual CAD budget process.

**9. System Modifications Approval Process**

- 9.1 Following initial System Implementation any Party to this Agreement may submit a request for a System Modification per the Review and Approval Process, below.
- 9.2 The Members as a group may submit a request for a System Modification that all will use per the Review and Approval process, below.
- 9.3 Review and Approval Process
  - 9.3.1 The System Modification request will first be reviewed by the CAD System Manager to determine impact and cost implications.
    - 9.3.1.1 Impact means an operational change would be required to implement the System Modification.
    - 9.3.1.2 Cost means there would be an additional non-budgeted cost to implement the System Modification.
    - 9.3.1.3 Upon determination of impact and cost implications, the System Modification request will proceed in accordance with the following System Modification Request Review and Approval Matrix:

**System Modification Request Review and Approval Matrix**

	<b>BUDGETED COST</b>	<b>NON-BUDGETED COST</b>
<b>OPERATIONAL IMPACT - NO</b>	Review and final approval by System Manager	<ol style="list-style-type: none"> <li>1. Review and recommendation by CAD Command Subcommittee</li> <li>2. Final approval by CAD Policy Committee</li> <li>3. Budget amendment by Director</li> </ol>
<b>OPERATIONAL IMPACT - YES</b>	Review and final approval by CAD Command Subcommittee	<ol style="list-style-type: none"> <li>1. Review and recommendation by CAD Command Subcommittee</li> <li>2. Final approval by CAD Policy Committee</li> <li>3. Budget amendment by Director</li> </ol>

9.4 No System Modification may be made to the System unless approved by the appropriate person or body as indicated in the matrix. Such approval must be in writing and shall describe the Modification, cost allocation, and the funding mechanism for initial and ongoing costs.

9.5 Upon implementation, the System Modification shall be subject to all of the provisions of this Agreement.

**10. Establishment and Maintenance of Standards**

**10.1 Standards Establishment**

10.1.1 The CAD Command Subcommittee is responsible to establish standards for System security, user equipment, and user training.

10.1.1.1 For each area of standardization identified by the Subcommittee to be addressed, ECC personnel, the CAD Operations Groups, and/or other technical resources shall develop draft standards for review and approval by the Subcommittee.

10.1.1.2 Any Party to this Agreement may submit suggested language for any standard under consideration or in revision to the Chair of the CAD Command Subcommittee or his/her designee. The Subcommittee will consider such suggestions in light of all Members' needs and capabilities, as well as the potential impact

on the functioning of the System and/or Members' business processes.

- 10.1.1.3 The CAD Command Subcommittee will review drafts, seek necessary clarifications and have each draft standard document revised until it meets the approval of the majority of a quorum of the Subcommittee.
- 10.1.1.4 Once a draft is approved, it will be circulated to the CAD Operations Groups and Members for review and further comment.
- 10.1.1.5 After review comments have been incorporated the CAD Command Subcommittee shall vote whether to approve the draft standard.
- 10.1.1.6 A standard, once approved by the CAD Command Subcommittee, shall be distributed to all Parties who shall thereafter comply with the approved standard.
- 10.1.1.7 Any Party to this Agreement may appeal a standard adopted by the CAD Command Subcommittee to the CAD Policy Committee.

## 10.2 Standards Maintenance and Modifications

- 10.2.1 The CAD Command Subcommittee will review each approved standard every two (2) years, after its initial approval, for potential updating or modification as necessitated by changes in technology or the needs or capabilities of the Parties.
- 10.2.2 Standards may also be modified whenever needed due to changes in operating procedures, software or hardware changes, changes in applicable law or other factors that affect System operations or functionality according to the process identified in section 10.1.

## 11. Dispute Resolution and Remedies

- 11.1 If a Member or the System Manager or the Director of the ECC has a dispute under this Agreement, that Member or the System Manager or the Director may bring that dispute forward for resolution according to the following process:
  - 11.1.1 Technical issues shall first be submitted to the System Manager for resolution. If the System Manager initiated the dispute resolution request or if technical issues submitted by others cannot be resolved by the System Manager, the matter shall be referred by the System Manager to the Director of the ECC. If the Director of the ECC and the disputing System Manager or Party cannot resolve a technical issue, the issue shall be forwarded to the CAD Command Subcommittee.
  - 11.1.2 Financial issues shall first be submitted to the Director for resolution. If the Director first identified the financial issue or if the financial issue cannot be



resolved by the Director, the matter shall be referred to the CAD Command Subcommittee. However, any financial issues that involve changes in the CAD operating budget shall be immediately submitted by the Director to the CAD Policy Committee for resolution.

- 11.1.3 Issues that do not fall into the two previous categories shall first be submitted to the Director for resolution. If the Director first identified the issue or if the issue cannot be resolved by the Director, the matter shall be referred to the CAD Command Subcommittee.
- 11.2 If the issue is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Command Subcommittee, the disputing System Manager, Director or Party may escalate the matter to the CAD Policy Committee.
- 11.3 If the matter is not resolved to the satisfaction of the disputing System Manager, Director or Party by the CAD Policy Committee, the disputing System Manager, Director or Party may appeal the decision of the CAD Policy Committee to the Ramsey County Board.
- 11.4 At any point in the process, the County or a Member may request mediation regarding the dispute. The Party requesting the mediation will be responsible for the costs of mediation. However any parties to the mediation may agree to share costs as part of a negotiated settlement.
- 11.5 Each Party maintains the right to pursue any remedy for material breach of this Agreement or System failure otherwise available at law or equity if the dispute is not resolved to the disputing System Manager, Director or Party's satisfaction using this process.

## **12. General Terms and Conditions**

### **12.1 Term**

12.1.1 This Agreement is effective as of the last date of execution by the County and eight Governmental Units, and thereafter will become effective as to other Governmental Units when each of the Governmental Units executes this Agreement. This Agreement will remain in effect through December 31, 2016 ("Initial Term"), unless earlier terminated pursuant to the provisions of this Agreement.

12.1.2 Thereafter, the Term shall automatically renew for one (1) year periods ("Renewal Periods"), up to a maximum of ten (10) Renewal Periods, subject to the termination provisions of section 12.2.

### **12.2 Termination and Withdrawal**

12.2.1 This Agreement shall terminate:

12.2.1.1 upon the consent of the County and all Members, as evidenced by written resolutions of their governing bodies'; or

12.2.1.2 when necessitated by operation of law; or

12.2.1.3 as a result of a decision by a court of competent jurisdiction.

12.2.2 The County may terminate this Agreement on twenty-four calendar months' written notice of action of the County Board.

12.2.3 A Member may not withdraw from this Agreement during the Initial Term.

12.2.4 Following the end of the Initial Term, a Member may withdraw from this Agreement only at the same time it withdraws from the Dispatch Agreement. A Member may only terminate this Agreement at the end of a calendar year by action of its governing body and upon a minimum of twelve (12) months prior written notice to the other Parties to this Agreement.

12.2.5 A Member that withdraws forfeits any claim to any outstanding fund balance in the System Replacement and Investment Funds.

12.2.6 Withdrawal from this Agreement by a Member shall not constitute withdrawal by any other Member.

### **12.3 Indemnification and Insurance**

12.3.1 Each Party agrees that it will be responsible for its own acts and the acts of its employees, elected officials, and agents as they relate to this Agreement and for any liability resulting therefrom, to the extent authorized by law, and shall not be responsible for the acts of other Parties to this Agreement or their employees, elected officials, and agents, or for any liability resulting therefrom. Each Party's liability shall be governed and limited by the Municipal Tort Claims Act, Minn. Stat. Chapter 466 and other applicable law.

12.3.2 The County agrees to maintain property insurance coverage throughout the Term of this Agreement, including the Initial Term and all Renewal Terms, on the ECC facility and all of the County-owned equipment.

12.3.3 The County and each Member waive all rights against the other Parties for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this Section. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have had a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, or had or did not have an insurable interest in the property damaged.

### **12.4 Non-Assignability**

12.4.1 No Party shall assign any interest in this Agreement nor transfer any interest in the same, whether by subcontract, assignment or novation.

### **12.5 Compliance With Applicable Law**

12.5.1 All Parties agree to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful

discrimination on account of race, color, creed, religion, national origin, gender, marital status, status with regard to public assistance, sexual orientation, disability, or age.

12.5.2 All Parties agree to comply with all federal, state and local laws or ordinances, and all applicable rules, regulations, and standards established by any agency of such Governmental Units, which are now or hereafter promulgated insofar as they relate to the Parties' performance of the provisions of this Agreement.

## **12.6 Data Practices**

12.6.1 All data collected, created, stored, received, maintained or disseminated for any purpose in the course of any Party's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, or any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

## **12.7 Management and Access to Data**

12.7.1 Each Party shall manage all data the Party collects, creates, stores, receives, maintains, or disseminates. Access to a Member's data by another Member shall be in accordance with the Minnesota Government Data Practices Act and other applicable federal, state, and local laws and rules governing data privacy.

## **12.8 Audit**

12.8.1 Until the expiration of six (6) years after the termination of this Agreement, each Party shall, upon written request of another Party, make available to the requesting Party, the State Auditor or the requesting Party's ultimate funding sources, a copy of this Agreement and the books, documents, records and accounting procedures and practices relating to this Agreement.

12.8.2 All parties will comply with and address audit findings.

## **12.9 Alteration**

12.9.1 Any alteration, variation, modification, or waiver of the provisions of this Agreement shall be valid only after it has been reduced to writing in the form of an amendment and duly signed by all Parties.

## **12.10 Notice**

12.10.1 Any notice required to be given by this Agreement shall be made by delivery by first class mail, postage applied, to the person holding the title and at the address identified on the Party's signature page.

## **12.11 Interpretation of Agreement; Venue**

12.11.1 This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be

venued in the appropriate state or federal district court in Ramsey County, Minnesota.

**12.12 Conditions Outside Control of a Party/Force Majeure**

12.12.1 No Party to this Agreement can be held responsible for failure to perform as a direct result of events outside the control of the Party. For purposes of this Agreement, events outside the control of a party or Force Majeure means: acts of public enemies; strikes or lockouts; enforceable governmental or judicial orders; outbreak of war or insurrection, or acts of terrorism; riots; civil disturbances; earthquakes, floods, fires; explosions or other similar catastrophes or events not reasonably within the Party's control.

**12.13 Severability**

12.13.1 The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstances is held to be invalid, it shall not affect any other provision of this Agreement or the application of any provision thereof.

**12.14 Entire Agreement**

12.14.1 This Agreement shall constitute the entire agreement among the Parties on the subject matter hereof and shall supersede all prior oral or written negotiations.

WHEREFORE, this Agreement is duly executed on the last date signed by all Parties.

**RAMSEY COUNTY**

\_\_\_\_\_  
Rafael Ortega, Chair  
Board of County Commissioners

\_\_\_\_\_  
Bonnie Jackelen, Chief Clerk  
Board of County Commissioners  
Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney

Designee for receipt of notice:

Title: \_\_\_\_\_

Address: \_\_\_\_\_

**CITY OF LAUDERDALE**

\_\_\_\_\_  
Jeffrey Dains, Mayor

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

\_\_\_\_\_  
Heather Butkowski, City Clerk/Administrator

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

Designee for receipt of notice:

Name: Heather Butkowski

Title: City Administrator

Address: 1891 Walnut Street

Lauderdale, MN 55113

## Exhibit 1

### Excerpt from the Joint Powers Agreement between Ramsey County and the City of Saint Paul for Consolidated Dispatch Operation re: Policy Committee Membership

#### 4.02 Membership

- a. If the Cities of Maplewood, Saint Paul, and White Bear Lake sign agreements to consolidate their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the Committee is to be made up of the following elected officials:
  1. The Ramsey County Sheriff
  2. Four members of the Saint Paul City Council
  3. The Mayor of the City of Saint Paul
  4. The Mayor or one member of the Maplewood City Council
  5. The Mayor or one member of the White Bear Lake City Council
  6. Two elected representatives of the other cities in Ramsey County that do not operate independent PSAP/Dispatch Centers and that sign agreements with Ramsey County to receive dispatching services from the Dispatch Center, to be selected in a manner to be determined by the involved cities.
- b. If either the City of Maplewood or the City of White Bear Lake does not sign an agreement to consolidate its PSAP/Dispatch Center with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by one. If both the City of Maplewood and the City of White Bear Lake do not sign agreement to merge their PSAP/Dispatch Centers with the County's PSAP/Dispatch Center, the number of Saint Paul City Council members will be reduced by two.
- c. If the individual appointed to the Committee leaves the elected office, the public entity's elected officials will be responsible for appointing a replacement representative in a timely fashion.
- d. Committee members shall be appointed by the jurisdiction they represent for such period of time as determined by each jurisdiction.

## Exhibit 2

### System User Agreement

1. All users of the CAD, Mobile Data and AVL Systems ("System Users") have the responsibility to use these resources in a secure, efficient, effective, ethical and lawful manner.
2. The following policies, rules and conditions apply to all System Users.
  - 2.1 Each System User WILL:
    - 2.1.1 Use passwords and security devices provided at all times.
    - 2.1.2 Safeguard his/her password or passwords from discovery by others. System Users are responsible for all transactions made using their passwords.
    - 2.1.3 Assist in the duty to maintain the privacy and confidentiality of Protected Data. For the purposes of this Agreement, Protected Data means "not public data", defined under the Minnesota Government Data Practices Act, Section 13.02, Subdivision 8a.
    - 2.1.4 Comply with all software licenses, copyrights and all other state and federal laws governing intellectual property.
    - 2.1.5 Report any weaknesses in computer security, any incidents of possible misuse or violation of this System User Agreement to the proper authorities by contacting \_\_\_\_\_ (name, phone number and email address).
  - 2.2 Each System User will NOT:
    - 2.2.1 Install or use software programs or hardware devices that attach to the CAD System, the Mobile Data System and the AVL System that are not authorized by the Party that has permitted use by the System User.
    - 2.2.2 Download, install or run programs or utilities that create weaknesses in the security of the CAD System, the Mobile Data System and/or the AVL System.
    - 2.2.3 Attempt to access any data or programs contained on or accessible through the CAD System, the Mobile Data System and the AVL System for which he/she does not have authorization.
    - 2.2.4 Purposely engage in activity with the intent to: degrade the performance of the CAD System, the Mobile Data System and the AVL System; deprive an authorized System User access to a resource; obtain extra resources beyond those allocated; or circumvent security measures.
    - 2.2.5 Knowingly create, transmit, or store destructive programs (e.g., viruses and self-replicating code).
    - 2.2.6 Forward any communications that specifically prohibit dissemination, without permission of the originator.



2.3 Each System User understands that:

2.3.1 The County may monitor any and all aspects of the CAD System, the Mobile Data System and the AVL System to ensure compliance with the terms of this System User Agreement.

2.3.2 There is no expectation of privacy in anything the System User creates, sends or receives on the CAD System, the Mobile Data System and the AVL System.

2.3.3 The software and accounts are provided by the County only to assist System Users in performance of their legitimate job-related duties.

I, \_\_\_\_\_ of \_\_\_\_\_  
acknowledge, by my signature below, that I have read and understand and agree to  
comply with the provisions of this System User Agreement.

\_\_\_\_\_

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

## Exhibit 3

### TriTech Software Support Agreement

Following is an excerpt from the TriTech Software Support Agreement (pages 24-26). The remainder of the TriTech Software Support is incorporated herein and made a part of this Agreement by reference.

#### *Inform CAD, Mobile, Browser, Interface, IQ, and GIS Link Response Matrix*

If the Client wants an acknowledgement, a tracking number to validate Priority 3 and 4 issue submissions outside of business hours, such issues need to be entered via the web portal: [Support@TriTech.com](mailto:Support@TriTech.com). When using the web portal, such acknowledgements are sent via automated e-mail within two (2) hours to the individual within the submitted ticket.

Priority	Issue Definition	Response Time
<b>Priority 1 – Critical Priority</b>	<p>24x7 Support for live operations on the production system: A system down event which severely impacts the ability of Users to dispatch emergency units. This is defined as the following:</p> <ul style="list-style-type: none"> <li>• Inform CAD, Inform Mobile, or Interfaces are down as further defined in the Special Note #1 below.</li> <li>• Critical servers inoperative, as listed in Special Note #1.</li> <li>• Complete interruption of call taking and/or dispatch operations</li> <li>• Loss of data &amp; data corruption</li> </ul> <p>This means one or more critical server components are non-functional disabling Inform CAD or Inform Mobile workstations. These Software Errors are defined in <i>Special Note #1</i>, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: Thirty (30) minute callback after client telephone contact to 800. 987.0911.</p> <p>Priority 1 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>
<b>Priority 2 – Urgent Priority</b>	<p>24x7 Support for live operations on the production system: A serious Software Error with no workaround not meeting the criteria of a Critical Priority, but which severely impacts the ability of Users to enter incoming calls for service and/or dispatch emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of the Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of Inform CAD or Inform mobile workstations). These Software Errors are defined in more detail in Special Note #2, below.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be immediately answered and managed by the first available representative but not longer than 5 minutes.</p> <p>After Normal Customer Services Hours: One (1) hour callback after client telephone contact to 800. 987.0911.</p> <p>Priority 2 issues must be called in via 800. 987.0911 in order to receive this level of response.</p>

Priority	Issue Definition	Response Time
<b>Priority 3 - High Priority</b>	<p>Normal Customer Services Hours Support: A Software Error not meeting the criteria of a Critical or Urgent Priority, has a workaround available, but which does negatively impact the User from entering incoming calls for service and/or dispatching emergency units. Such errors will be consistent and reproducible.</p> <p>A significant number of Inform CAD or Inform Mobile workstations are negatively impacted by this error (e.g., does not apply to a minimal set of workstations).</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>
<b>Priority 4 – Medium Priority</b>	<p>Normal Customer Services Hours Support: A Software Error related to a user function which does not negatively impact the User from entering incoming calls for service and/or dispatch emergency units. This includes system administrator functions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call.</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after Hours.</p>
<b>Priority 5 – Low Priority</b>	<p>Normal Customer Services Support: Cosmetic or Documentation errors, including Client technical questions or usability questions.</p>	<p>Normal Customer Services Hours: Telephone calls to 800. 987.0911 will be answered and managed by the first available representative but not longer than 5 minutes after the initial phone call</p> <p>After Normal Customer Services Hours: This priority of issue is not managed after hours.</p>

Priority	Resolution Process	Resolution Time
<b>Priority 1 – Critical Priority</b>	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume live operations on the production system.</p>	<p>TriTech will work continuously (including after hours) to provide the Client with a solution that allows the Client to resume live operations on the production system.</p> <p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 12 hours after notification.</p>
<b>Priority 2 – Urgent Priority</b>	<p>TriTech will provide a procedural or configuration workaround or a code correction that allows the Client to resume normal operations on the production system.</p>	<p>TriTech will use commercially reasonable efforts to resolve the issue as soon as possible and not later than 36 hours after notification.</p>
<b>Priority 3 - High Priority</b>	<p>TriTech will provide a procedural or configuration workaround that allows the Client to resolve the problem.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction within a timeframe that takes into consideration the impact of the issue on the Client and TriTech's User base. Priority 3 issues have priority scheduling in a subsequent release.</p>
<b>Priority 4 – Medium Priority</b>	<p>If TriTech determines that a reported Medium Priority error requires a code correction, such issues will be addressed in a subsequent release when applicable.</p>	<p>TriTech will work to provide the Client with a resolution which may include a workaround or code correction in a future release of the software. Priority 4 issues have no guaranteed resolution time.</p>

Priority	Resolution Process	Resolution Time
Priority 5 – Low Priority	Low Priority issues are logged by TriTech and addressed at the company's discretion according to TriTech's roadmap planning process.	There is no guaranteed resolution time for Low Priority issues.

*Special Note #1:* Priority 1 - Critical Priority issues meeting the previously noted criteria are defined as follows:

- A. Inform CAD:
  - a. The Inform CAD System is down and all workstations will not launch or function.
  - b. The Inform CAD System is inoperable due to data corruption caused by TriTech Software.
  - c. The Inform CAD Reporting and Archiving Server is down and the system is configured to use the Reporting Server for dispatching functions (e. g., Premise History).
  - d. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- B. Inform Mobile:
  - a. The Inform Mobile System is down and all unit mobile devices are unable to log in or function.
  - b. The Inform Mobile System is inoperable due to data corruption caused by TriTech Software.
  - c. Law enforcement users are unable to send or receive justice queries (this priority applies if the functionality is available through no other available methods).
- C. Inform Browser, Inform IQ and GISLink:
  - a. There are no Critical Priority (Priority 1) issues for these products.

*Special Note #2:* Priority 2 - Urgent Priority issues, meeting the previously noted criteria, are defined as follows:

- A. Inform CAD:
  - a. Inform CAD users are severely impacted due to one of the following conditions:
    - i. Unable to enter new requests for service via the emergency or scheduled call-taking screen (using all available methods).
    - ii. A user is unable to verify an address from within the emergency or scheduled call-taking screen.
    - iii. The inability to view/edit premise or caution note information.
    - iv. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - v. The system does not perform unit recommendations.
    - vi. Inability to assign a unit to an incident (using all available methods).
    - vii. Inability to change a unit's status (using all available methods).
    - viii. Inability to close an incident (using all available methods).
    - ix. Inability to view incident information needed to dispatch an incident (using all available methods).
- B. Inform Mobile:
  - a. Inform Mobile users are severely impacted due to one of the following conditions:
    - i. Inability to receive new requests for service from TriTech CAD (using all available methods).
    - ii. Inability to view incident information needed to dispatch an incident (using all available methods).
    - iii. The inability to send and receive text messaging (within CAD, CAD to Mobile, or Mobile to Mobile).
    - iv. Inability to enter a traffic stop or on-view incident.
    - v. The inability to view premise or caution note information.
- C. Inform CAD/Mobile Interfaces:
  - a. An Inform CAD Station Alerting Interface is down or Inform CAD Station Alerting Interface repeatedly fails to process a station alert, as part of a unit assignment, or if there is a reoccurring significant delay in the interface processing a station alert as part of a unit assignment (once it is diagnosed that is not being caused by the station alerting system).
  - b. An Inform CAD Paging Interface is down.
  - c. An interface used for personnel rostering is down.
  - d. A CAD-to-CAD interface is down or repeatedly fails to process information into an incident.
  - e. An Inform CAD Paging Interface repeatedly fails to process a unit alert as part of a unit assignment.
  - f. An ANI/ALI interface repeatedly fails to process information into an incident.
  - g. An interface to an external rostering system used to logon units is down.

- h. An AVL interface fails to process updates for over 50% of units.
- i. A mobile interface (MDT or MDC) repeatedly fails to process incident or status change information.
- j. A Standard CAD to External System Incident Data Transfer Interface License (RMS) is down.

D. Inform IQ, Browser and GISLink:

- a. There are no Urgent Priority (Priority 2) issues for these products.

Additional Information:

- Disaster Recovery and Training CAD/Mobile Systems do not generally qualify for after Normal Customer Services Hours support. This would change if the Production System has failed over to the Disaster Recovery System or following a test failover, and it is inoperable for more than one (1) business day, TriTech will work to resolve the problem.
  - A. Modifications to installed TriTech CAD/Mobile Licensed Software that operates with State and National Criminal Justice Information Systems (State CJIS/NCIC) systems to accommodate Government Mandated Changes dictated by State and Federal agencies having authority over these programs.

## **Exhibit 4**

### **Functions Supported by Disaster Recovery and Continuity of Operations Services**

The following applications and functions will be maintained by the County in a Disaster Recovery Environment. This list can be amended through the process defined in section 9 "System Modifications Approval Process."

- TriTech Inform CAD
- TriTech Inform Mobile
- Fire Alerting
- Alphanumeric Paging Module
- RMS interfaces owned by the County

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X \_\_\_\_\_  
Action \_\_\_\_\_ X \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date December 10, 2013

ITEM NUMBER Fire Contract

STAFF INITIAL JB

APPROVED BY ADMINISTRATOR \_\_\_\_\_

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Based on their recently completed fire study, Falcon Heights will be purchasing a new ladder truck. They are quite expensive; they have budgeted \$750,000. They are asking Lauderdale to share in the capital cost of the truck, much as the City did starting in 2006 when they purchased another fire truck. Their City Administrator and I discussed a couple of approaches to determining what Lauderdale's share *should* be. Ultimately, they are asking Lauderdale to pay \$22,500 over the next ten years.

### OPTIONS:

If the Council finds the attached agreement reasonable, it can be adopted tonight. If not, I will take your suggestions back to Falcon Heights and negotiate further.

### STAFF RECOMMENDATION:

Motion to approve the Fire Services Agreement as presented.

### COUNCIL ACTION:

**AGREEMENT FOR FIRE SERVICE BETWEEN  
THE CITY OF FALCON HEIGHTS AND  
THE CITY OF LAUDERDALE**

**AGREEMENT MADE** this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the **City of Falcon Heights**, a Minnesota municipal corporation (“Falcon Heights”), and the **City of Lauderdale**, a Minnesota municipal corporation (“Lauderdale”).

**WHEREAS**, the parties hereto are parties to a previous agreement dated December 14, 2005 relating to the furnishing of fire service by Falcon Heights to Lauderdale; and

**WHEREAS**, the parties wish to make this Agreement for the continued provision of fire service by Falcon Heights to Lauderdale in accordance with the terms and provisions hereinafter set forth; and

**WHEREAS**, Falcon Heights is authorized by prior action of the City Council pursuant to Minnesota Statutes § 438.08 to provide fire service outside the limits of Falcon Heights; and

**WHEREAS**, Minnesota Statutes § 438.09 authorizes municipalities to contract with other municipalities providing fire services as authorized under Minnesota Statutes § 438.08 to contract for compensation for services rendered; and

**WHEREAS**, Falcon Heights and Lauderdale are adjacent communities and Falcon Heights has the means and ability to provide fire protection services for Lauderdale, while at the same time providing adequate fire services within the City of Falcon Heights.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. **SERVICES.** Falcon Heights shall provide the following services to Lauderdale:
  - a. **Fire Services.** Falcon Heights shall furnish fire protection services to all property located within Lauderdale. Falcon Heights shall respond to all fires in Lauderdale with the same level of service and effort as it does in Falcon Heights whenever Falcon Heights is notified of such fire.
  - b. **Routine Fire Inspection Services.** Falcon Heights shall provide routine fire inspection services. The services shall include routine annual inspections of all day care facilities, multi-family residential structures with three or more units, and commercial and industrial structures, and one follow-up inspection per structure.
  - c. **Non-routine Fire Inspection Services.** Falcon Heights shall provide additional fire inspection services necessitated by particular fire code concerns, complaints, or the need for more than one follow-up inspection.
2. **COMPENSATION.** For the services provided herein by Falcon Heights, Lauderdale shall pay Falcon Heights the sum of the following:



- a. A readiness-to-serve factor equal to a base rate sum computed by multiplying the previous year's fair market value of all property in Lauderdale, times a standard multiplier of .00009723.
  - b. Charges for service will be based upon a charge for each truck according to the call time as outlined in Appendix A. The fee shall be based on the budgeted costs for operating the Fire Department. Falcon Heights shall provide Lauderdale with a preliminary estimated cost by September 1<sup>st</sup> and a final estimated cost which is no more than three percent (3%) greater than the preliminary cost, by September 30<sup>th</sup> of each year.
  - c. A fee for fire prevention services based upon the fire inspector's hourly rate and mileage and an estimated number of hours of fire prevention inspection activities and associated work will be calculated for the coming year. Any fire prevention services provided that exceed the number of estimated hours will be charged on an "as needed" basis and be pro-rated using the fire inspector's hourly rate and mileage.
  - d. It shall be the responsibility of Lauderdale to recover or pay for any HAZMAT costs incurred in Lauderdale.
  - e. Lauderdale shall make payment to Falcon Heights based on the rates and charges established by Falcon Heights for each calendar year. Falcon Heights shall bill Lauderdale monthly for services received. The bill shall be submitted within thirty (30) days after the end of the month. Lauderdale shall pay on a monthly basis on or before the 1<sup>st</sup> day of each month.
  - f. The City of Lauderdale shall pay a capital share for fire truck replacement of Truck 757 commencing in 2014 and continuing through 2023, of \$2,250 per year, as outlined in Appendix B.
3. **EFFECTIVE DATE AND TERM.** This Agreement shall apply to services rendered and shall continue in force until modified or terminated by agreement of the parties or until termination by either party. This Agreement may be severed by either party by notifying the other party's City Administrator with a written notice of termination on or before July 15<sup>th</sup> of the calendar year of the party's intent to terminate the contract no earlier than midnight, December 31<sup>st</sup> of that same calendar year or after December 31<sup>st</sup> of that calendar year as identified in the notification of termination.
  4. **LIABILITY.** Falcon Heights shall not be liable to Lauderdale or any other person or party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire, or prevent any personal injury, unless such loss or damage or injury is caused by the gross negligence of Falcon Heights. Lauderdale shall indemnify and hold harmless, and defend Falcon Heights, its officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions arising out of or by reason of the failure of the Falcon Heights's Fire Department to attend a fire, or to put out a fire or for

damage to property caused by a fire in Lauderdale, except for claims arising as a result of gross negligence by the Falcon Heights's Fire Department in the execution, performance, or failure to adequately perform the Falcon Heights's obligations pursuant to this Agreement.

5. **INDEMNIFICATION**. Except as provided in Paragraph 4 above, each City shall be liable for its own acts and the results thereof to the extent provided by law and agrees to defend, indemnify and hold harmless each other (including their officials, employees, volunteers and agents), from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Each city's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statutes § 471.59, subd. 1.a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes § 466.04, subd. 1(a).
  - a. **Insurance**. Each City warrants that it has a purchased insurance or has a self-insurance program.
  - b. **Duty to Notify**. Each City shall promptly notify the other of any claim, action, cause of action or litigation brought against the party, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement and should also notify the other cities whenever any city has a reasonable basis for believing that the city, and/or its employees, officers, agents or subcontractors, and/or the other cities might become the subject of a claim, action, cause of action or litigation arising out of the services contained in the Agreement.
6. **STATE AID**. Pursuant to the authority granted in Minnesota Statutes § 69.011, et. seq. and in particular Minnesota Statutes § 69.021, Subd. 7, Falcon Heights shall, for the purposes of calculating fire state aid, be entitled to include the population and net tax capacity of Lauderdale in the area for which it furnishes fire protection service and two duly executed copies of this contract shall be filed by Falcon Heights with the Minnesota Commissioner of Revenue, who will in turn, forward one copy of the contract to the Ramsey County Auditor.
7. **FIRE INCIDENT INSPECTIONS**. Fire inspections carried out by the Fire Chief or his or her authorized personnel, including the fire inspector, as part of a fire incident shall be considered as part of over-all fire department services covered by this contract and no separate charge shall be made for these inspections.
8. **MONTHLY REPORTS**. Falcon Heights shall provide monthly fire report summaries within thirty (30) days after the end of the month. Falcon Heights shall provide special fire reports upon Lauderdale's request.

9. **COMMUNICATION.** Falcon Heights shall make every reasonable effort to notify Lauderdale of a major fire or related incident in a timely way on the first business day following the incident.
  
10. **MUTUAL AID.** Falcon Heights shall, in providing the services under this Agreement, utilize the mutual aid assistance available to it pursuant to various mutual aid agreements with other governmental units while serving Lauderdale including the authority to request assistance from a HAZMAT unit when the situation warrants it.
  
11. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of this Agreement is governed by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be identified by each party.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on the date set forth below.

**CITY OF FALCON HEIGHTS**

**CITY OF LAUDERDALE**

By: \_\_\_\_\_  
Peter Lindstrom, Mayor

By: \_\_\_\_\_  
Jeffrey E. Dains, Mayor

By: \_\_\_\_\_  
Bart Fischer, City Administrator

By: \_\_\_\_\_  
Heather Butkowski, City Administrator

Date: \_\_\_\_\_, 2013

Date: \_\_\_\_\_, 2013

**APPENDIX A**

**Response to fire calls and false alarms**

	<b>0-45 Minutes</b>	<b>46-120 Minutes</b>	<b>121-360 Minutes</b>	<b>Over 360 Minutes (Extreme)</b>
<b>Fire Call (per truck)</b>	\$457.68	\$457.68	\$893.83	\$1,420.03
<b>Identified False Alarm (per call)</b>	\$228.85	\$457.68	<i>Not Applicable</i>	<i>Not Applicable</i>

**Appendix B**  
**Lauderdale Capital Payment for Truck 757**

<b>Year</b>	<b>Payment Amount</b>
2014	\$2,250
2015	\$2,250
2016	\$2,250
2017	\$2,250
2018	\$2,250
2019	\$2,250
2020	\$2,250
2021	\$2,250
2022	\$2,250
2023	\$2,250

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>December 10, 2013</u>
Special _____	ITEM NUMBER <u>Recycling Contract Amendment Agreement</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action <u>X</u>	
Resolution _____	
Work session _____	

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

Lauderdale has contracted with Eureka! Recycling for recycling collection services since 2005. The current contract expires at the end of this year. At the last meeting, the council directed staff to draft a short-term extension under the current terms and conditions as a bridge to a longer-term extension. I have proposed a nine-month extension at the same rate as 2013. One advantage to extending the contract short-term is the per household rate will remain at \$2.52 per month.

Chris Goodwin said Eureka prefers a six-month extension, but I still feel more comfortable with September 30 instead of June 30. I told Chris I would like to meet with him in May, after Roseville and St. Paul have rolled out their changes, to begin negotiating a longer-term agreement. If we get the longer-term agreement done fairly quickly, perhaps it could begin before September 30.

Eureka does not want to implement any changes in Lauderdale (such as collecting additional plastics or switching to a single-sort method) until the longer-term agreement is in place. One reason is because they insist changes to the revenue sharing are needed due to the added cost of collecting additional plastic polymers. However, I do not know what their proposed changes are yet.

The collection trucks will be fitted with a robotic arm for picking up recycling carts. Thus, a cart roll-out will also need to be planned. Timing will be tricky because it should occur when there is not snow on the ground. There is also a 10-12 week wait for delivery. Eureka will probably want ownership of the carts for reasons I'm not entirely clear about, but probably have to do with advertising and future negotiations. However, I think it would make sense for the City to at least purchase them (and probably retain ownership of them), especially if the County would pay for them with a grant.

I expect revenue sharing and cart ownership to be major issues when negotiating a longer-term contract.

I have attached the proposed short-term extension as well as the current contract with Eureka, as amended.

**OPTIONS:**

- 1) Approve the contract amendment agreement with Eureka! Recycling through 9/30/14.
- 2) Do not approve the contract amendment agreement with Eureka! Recycling through 9/30/14.

**STAFF RECOMMENDATION:**

- 1) Approve the contract amendment agreement with Eureka! Recycling through 9/30/14.

**COUNCIL ACTION:**

**AMENDED AGREEMENT FOR RECYCLING SERVICES**

THIS AMENDED AGREEMENT FOR RECYCLING SERVICES made this 10th day of December, 2013, by and between the city of Lauderdale, a Minnesota municipal corporation (“City”), and the Neighborhood Recycling Corporation d/b/a Eureka Recycling, a Minnesota non-profit corporation (“Contractor”).

WITNESSETH:

WHEREAS, City and Contractor entered into that certain Agreement for Recycling Services dated November 23, 2004 (“Agreement”); and

WHEREAS, City and Contractor desire to amend certain terms and conditions of the Agreement.

NOW, THEREFORE, in consideration of the covenants and mutual obligations contained herein, City and Contractor hereby covenant and agree that the following sections of the Agreement are hereby amended and revised as follows:

1. Section 6.1 of the Agreement is amended by substituting the last sentence with the following sentences:

During the term of the contract, City will pay to the Contractor, on a monthly basis, \$2.52 per household and approved CDU (the “base rate”).

2. Section 10.1 of the Agreement is amended by replacing the sentence with the following:

The term of this agreement shall be from January 1, 2014 through September 30, 2014.

IN WITNESS WHEREOF, City and Contractor have caused this Amended Agreement to be duly executed in their names and on their behalves on or as of the date first written above.

**City of Lauderdale**

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Administrator-Clerk

**Neighborhood Recycling Corporation  
d/b/a Eureka Recycling**

\_\_\_\_\_  
CEO

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# CITY OF LAUDERDALE

## AGREEMENT FOR RECYCLING SERVICES

Agreement made as of January 1<sup>st</sup>, 2005 through December 31<sup>st</sup> 20013 between the City of Lauderdale (thereafter the "City") and Neighborhood Recycling Corporation DBA Eureka Recycling (thereafter the "Contractor"), a Minnesota non-profit organization. (amended 10-10-06, 10-28-08)

The City and the Contractor agree as follows:

### I. DEFINITIONS

These specifications define the requirements of the Comprehensive recycling Collection Program for the City of Lauderdale:

1.1 Recyclables – defined as newsprint and inserts, unsorted glass (food and beverage containers), unsorted aluminum, steel, bimetal, and "tin" cans (food and beverage containers), unsorted plastic bottles (PETE & HDPE), household office paper/mail, magazines, boxboard, corrugated cardboard, mixed paper, and phone books.

The parties, by separate agreement, may later include the following items as recyclable: other plastic polymers, automobile batteries, yard waste, compostable materials and other materials as mutually agreed upon between the City and the Contractor.

1.2 Method of Collection – a two sort (rigids and fibers) collection of materials plus textiles.

1. Rigids – Steel and aluminum food and beverage containers, foil and trays, plastic bottles with a neck, glass food and beverage containers, milk cartons, and juice boxes. (amended 10-28-08)
2. Fibers – Newspapers, magazines, mixed mail, phone books, office paper, corrugated cardboard (flattened and no more than 3 x 3 feet), catalogs, and boxboard (dry food, pop, and beer boxes). (amended 10-28-08)
3. Textiles- Linens, tablecloths, sheets, shoes, belts, etc.

1.3 Recycling Containers – Collection of recyclable materials shall be from City approved recycling containers. City shall supply recycling containers to the residents. The recycling containers remain the property of the City. Additional containers can be used if marked "save" by the resident.

1.4 Recycling Collection – Defined as the picking up of all recyclables placed at or near curbside, properly prepared, and packaged at certified dwelling units (CDUs) and other City-designated collection stops in the City.

1.5 Certified Dwelling Unit (CDU) – Defined as a single family home or residential units in duplexes (and all multiple unit dwellings up to and including eight-plexes), condominiums or townhouses. The City and the Contractor may designate residential units in structures not listed here as CDUs upon mutual agreement.



1.6 Collection District – Defined as a specific geographic area of the City established for the purpose of having recycling collection for all CDUs and other City designated recycling collection stops in the district on the same day.

1.7 Contractor – means the company performing the recycling collection services within the City, operating under a signed agreement with the City.

1.8 Collection Vehicle – Defined as any vehicle owned or operated by the Contractor for collection of recyclables within the corporate boundaries of the City.

1.9 Collection Hours – Defined as the time period during which collection of recyclables is authorized in the City. 7:00 a.m. – 5 p.m.

1.10 Holidays – Means any of the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

1.11 Scheduled Collection Day – Means the day or days of the week on which recycling collection by the contractor is to occur, which the City has designated as every Monday. (amended 10-28-08)

1.12 Curbside – Means near the edge of the public or private street from which the CDU gains its access.

1.13 Market Demand – Means the economic and technical capacity of markets to use recyclable material to make new products.

1.14 Markets – Means any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end markets, intermediate processors, brokers and other recycling material reclaimers.

1.15 Process Residuals – Means the normal amount of material that can not be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals do not include clean, separated products that are normally processed for shipments to markets as commodities but are low-value because of market demand conditions.

## **II. SERVICES TO BE PERFORMED**

2.1 The Contractor shall collect the recyclable materials every week as established by the City and in the corporate boundaries of the City at each CDU deemed acceptable by the City. (amended 10-28-08)

2.2 The Contractor shall not be required to make regular collections on holidays; provided, however, that collection occurs the day immediately following the scheduled pickup day or the next business day as agreed upon per holiday by the City and Contractor.

2.3 In extreme circumstances, collection may be suspended to protect public safety and/or the safety of the Contractor's employees. In case of such an event, the Contractor will contact the appropriate City officials prior to suspension of recycling collections.

2.4 The contractor shall be responsible to pay for and distribute a minimum of one promotional piece of recycling education material each year of the contract with the first publication to be focused on a calendar of collection days, materials collected, and method of collection for distribution to occur by the second week in January. The Contractor shall submit a draft of any public education literature for approval by the City, at least one (1) month prior to printing and release of any such literature.

### **III. COLLECTION**

3.1 Frequency of Collection – Curbside collection shall occur every week. Collection from multi-family units (apartments) will occur at least once each week and may occur more frequently as the need is determined by Contractor. (Collection Boundaries and Multi-Family List are Attached) (amended 10-28-08)

3.2 Collection Hours – Collection shall commence no earlier than 7 am. Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed by 5 pm on the scheduled collection day, Monday. Residents will be required to have their recyclables placed at the collection site (curbside or otherwise arranged by multi-family dwellings) before 7 am on the scheduled collection day.

3.3 Late Collection (Hours) – If the Contractor determines that the collection of recyclables will not be completed by 5 pm on the scheduled day it shall notify the Recycling Coordinator by 4:30 pm and request an extension of the collection hours. The Contractor shall inform the Recycling Coordinator of the area not completed and the reason for non-completion and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will contact City Hall staff or whoever is available and report the problems immediately to the Recycling Coordinator on the next business day.

3.4 Collection Sort – The Contractor shall collect and process the curbside material within the form of a two-sort system. Any change in the mixing of recyclable materials during recycling collection or processing shall be done only with written amendments to this agreement and approved by the City Council. Failure to receive City approval for any such changes to the two-sort collection/processing system prior to implementation for the City collections or material processing shall be considered by the City as a breach of this Agreement subject to termination.

3.5 Materials Ownership – All materials placed for collection shall be owned by and the responsibility of the occupants of residential properties until the Contractor handles them. Upon handling of the containers and recyclable materials by the Contractor, the recyclable materials become the property and responsibility of the Contractor.

3.6 Containers – Containers marked “save” shall be acceptable for recyclables containers and left for the resident’s reuse.

3.7 Containers Handling – Handling of containers should be managed by picking them up, emptying their contents into the collection vehicles, and taking responsible care to place them back in the original location.

3.8 Collections Specifications Unacceptable – Should the Contractor determine that materials do not meet the specifications outlined herein, making them unacceptable for collection the Contractor must leave a tag (pre-printed as approved by the City) describing the unacceptable sort to the resident. The Contractor must then report these occurrences during the next business day to the City.

3.9 Missed Collections – The Contractor shall have a duty to pickup missed collections. Missed collections called in before 12 pm on the collection day will be collected that day. Calls after 12 pm will be collected on the following day before 4 pm. Missed collections called in before 11:00 on the day after collections will be collection that day before 4 pm. Calls received after 11:00 am will be collected on the following business day before 4 pm. The same policy will apply for missed collections called in two days or more after collection. (Calls called in are either customer calls direct to the Contractor or calls called to the Contractor by the City.)

3.10 Concern for Materials Recycled – The Contractor shall use every best effort to ensure that all recyclable materials collected in Lauderdale are not placed in landfills or incinerators but are distributed to the appropriate markets for reuse and recycling. Any unacceptable materials or garbage will be

delivered to the appropriate facilities and documented as such. All weight tickets, etc. shall be maintained at the Contractor's office for review. The Contractor will report facility residual rates to the City once yearly. All costs associated with disposal will be borne by the Contractor. The contractor will at all times be under the duty to minimize recyclable materials ending up in landfills or incinerators, and, in consultation with the City, at all times attempt to find and use the lowest cost but most environmentally sound method of disposal.

In the event that the market for a particular recyclable material ceases to exist, or becomes economically depressed such that it becomes economically unfeasible to continue collection of the particular material, the City will have the right to cause the Contractor to cease the collection of that particular recyclable material.

If the Contractor requests to cease collection of a particular recyclable material or is directed to do so by Ramsey County and the City directs to the contrary, the City agrees to bear the cost incurred by the Contractor to market or dispose of such recyclable material by landfill, incineration or other method.

The Contractor will negotiate in good faith to establish a rate of recovery for all recyclable materials collected in Lauderdale under this agreement.

3.11 Reporting Requirements – Contractor will keep accurate records consisting of an approved weight slip with the date, time, collections route, driver's name, vehicle number, tare weight, gross weight, and net weight. Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be included as part of the billing sent to the City each month. The Contractor will also include a report of the total tons collected, including estimated amounts of each type of material delivered to each market. The Contractor will also report amount and location of all materials stored for more than 30 days.

3.12 Compliance – Collection and transportation of all recyclables shall be accomplished in accordance with all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.

3.13 Collection Clean-ups – Contractor shall adequately clean up any material spilled or blown during the course of collection and/or hauling operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning material spillage. The contractor shall have no responsibility to remove or clean up any items which are not recyclable materials or were blown all over the neighborhood before arrival.

3.14 Resident Complaints – The Contractor shall provide the City with a list of all customer complaints received within ten (10) working days, including a description of how each was resolved.

3.15 City Facilities Collections – Contractor will provide containers and recycling service for city facilities (city hall, parks, and other public facilities) free of charge. Collection will occur weekly unless more frequent collection is required based on the amount of materials generated. (amended 10-28-08)

3.16 Estimating Materials – The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount of weight of each recyclable commodity by grade. The results of this analysis shall include : (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling.

3.17 Estimating Process Residuals – The Contractor shall provide a written description of the means to estimate process residuals derived from the City's recyclables. This written description shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any changes to the processing facilities used by the Contractor.

#### **IV. CONTRACTOR'S OPERATIONS**

4.1 The Contractor shall establish and maintain an operating facility with an office and continuous supervision for accepting complaints and customer calls. The office shall be in service with continuous supervision from the hours of 8:00 am until 5 pm on all days of collection as specified in the agreement. Address and telephone number of such office and any changes therein shall be given to the City in writing.

4.2 Personnel – The Contractor shall maintain sufficient personnel and equipment to fulfill the requirements and specifications of this agreement.

4.3 Management – The Contractor shall notify the City of any change in Supervisory, Operations, or daily Managers associated with this collection process. New personnel must be introduced to the City.

4.4 Access to Records – The Contractor shall provide access to the City or any of its duly authorized representatives to review any books, documents, papers, and records of the Contractor related to performance of this agreement for the purpose of duties or other examination verifying compliance with its terms.

#### **V. CONTRACTOR'S EQUIPMENT**

5.1 Contractor's vehicles shall be marked with the name of the Contractor and phone number and be equipped with a (1) two-way radio, (2) first aid kit, (3) approved 2A10BC dry chemical fire extinguisher, (4) warning flashers, (5) warning alarms to indicate movement in reverse, (6) sign in rear of vehicle stating "this vehicle makes frequent stops," (7) and a broom and shovel for cleaning up spills.

#### **VI. PAYMENT**

6.1 Compensation – The City will compensate the Contractor for the collection of recyclable materials from residential units. During the first three years of the contract, City will pay to the Contractor, on a monthly basis, \$2.40 per household and approved CDU (the "base rate"). During the fourth and fifth years of the contract, City will pay to Contractor, on a monthly basis, the base rate plus an amount reflecting the increase in the Consumer Price Index (the CPI-U) for all goods and services for the Minneapolis-Saint Paul metropolitan statistical area with the index base period being the preceding year's annual average. Said increase shall not exceed three percent per annum. (amended 10-28-08)

6.2 Revenue Share – Contractor shall, on a monthly basis, rebate an amount to the City based on the following formula:

A 50% per ton payment of all paper grades including office & school paper, corrugated cardboard, newspaper, mail, and boxboard collected from the City based on the published index *Official Board Markets (OBM) "Yellow Sheet,"* Chicago region for Old Newspapers(ONP) #8, high side of range.

A 50% per ton payment of aluminum collected from the City based on the published index *American Metal Market, (AMM), Aluminum (1<sup>st</sup> issue of the month).* High-side nonferrous Scrap Prices: Scrap metals, Domestic aluminum producers, Buying prices for processed used aluminum cans in carloads lots, f.o.b. shipping point, Used beverage can scrap.

Each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all paper grades and tons of aluminum collected from the City even in the case the City were to receive no rebate for the month. Also, the Contractor shall provide copies of the referenced OBM market index and AMM market index.

6.3 Monthly Statements – The Contractor will submit a monthly statement for services rendered. The City will pay within 60 days of receipt of the Contractor's monthly statements.

6.4 CDU Yearly Review – Yearly the City and the Contractor will review additions or subtractions from the total CDU count. Should the Contractor request more frequent review, the City will assist in this count and discussion.

## **VII. NON-PERFORMANCE**

7.1 Minnesota law governs any disputes and all disputes will be subject to the jurisdiction of the Ramsey County District Court.

7.2 The parties agree that, in addition to any other remedies available to it, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligation under this agreement. These are liquidated damages not penalties. Further, the City and Contractor agree that proving damages due to the circumstances listed below would be difficult to ascertain and would cause considerable delay and expense. Instead of requiring such proof, the City and Contractor agree to liquidated damages (not a penalty) in the following amounts:

- 1) Failure to clean up recyclables spilled by Contractor within six (6) hours of oral or written notification -- \$50.00 per incident.
- 2) Failure to complete City-wide collection (50% or more) by 5 p.m. without permission for extension from the Recycling Coordinator and/or other City employee with exception of severe weather and street construction -- \$2,500 per incident.
- 3) A missed block is defined as a block where residents from at least three (3) households within two intersections of that block report that their material was out before 7:00 a.m., the material was not picked up and the addresses did not appear on the records of unacceptable setouts -- \$250.00 per incident.
- 4) Failure to pick up missed collections -- \$50.00 per incident.
- 5) Failure to file reports and/or provide scale receipts -- \$750 per incident.
- 6) Failure to maintain vehicle in a manner which prevents nuisances such as leaky seals or hydraulics -- \$100.00 per incident.
- 7) Commingling of fiber products with rigid products either in the collection vehicle or in processing -- \$750 per incident.
- 8) Failure or neglect to provide notice to resident upon recyclables refused for collection for cause -- \$50.00 per incident.
- 9) Failure to pickup multi-family units as needed -- \$50.00.
- 10) In addition to above, failure or neglect to correct chronic problems will be considered a Breach of Contract -- \$50.00 per incident.

A chronic problem shall be construed to be three or more occurrences of items 1, 4, 5, 6 & 8 immediately above within any period of six consecutive months whether or not remedied within 24-hours or six hours in the case of spilled solid waste.

The City will notify the Contractor in writing documenting the history of the account and reason for the fine. The Contractor will then have the opportunity to address and remedy the issue at

which point the City can determine if a fine is the appropriate course of action. Contractor must maintain an escrow account of \$2500 with the City to be used for payment of any liquidated damages. Any unused portion of the deposit will be renewed to the Contractor at the end of the contract period.

## **VIII. INSURANCE**

Prior to commencement of this agreement, the Contractor shall furnish the City with certificates of insurance for comprehensive general liability, automobile liability and property damage insurance. Any losses to person or property connected with the collection of recyclable materials through this project shall be the responsibility of the Contractor.

## **IX. INDEMNIFICATION**

The Contractor hereby agrees to indemnify and hold harmless the City and its employees, officers, and agents from and against all claims, damages, losses or expenses, including attorneys' fees and other costs of defense, for which it may be held liable, arising out of or resulting from the assertion against the City of any claims, debts, or obligations in consequence of the performance of this agreement by the Contractor, its employees, agents or subcontractors.

## **X. TERM AND TERMINATION**

10.1 Term – The term of this agreement shall be from January 1, 2009 through December 31, 2013. (amended 10-10-06, 10-28-08)

10.2 Extension – The City and Contractor reserve the right to amend the Agreement to allow for its extension. This action must be approved by the City Council. (amended 10-28-08)

10.3 Termination – If in the City's sole discretion, the Contractor or subcontractor fails to perform this agreement diligently and on schedule or fails to reach mutual agreement where the terms of this agreement so specify, the City shall have the right to terminate this agreement. Prior to termination, the City shall give thirty (30) days written notice identifying the basis of the intent to terminate. After the notice of intent to terminate has been served, both parties will attempt to reconcile their differences during the 30-day notice period. If after the 30 day notice period the basis of the intent to terminate has not been cured to the satisfaction of the City, either party may conclusively terminate this agreement upon five (5) business days written notice serviced by certified mail, return receipt requested upon the other party, at the party's last known address.

10.4 Upon failure of the Contractor to fulfill any of its obligations under the agreement, the City may hire such persons, or assign City employees and equipment, as are necessary to cure or mitigate Contractor's failure; the costs of such action may be charged and deducted from monies due the Contractor, collected from the Contractor, or collected by other legal recourse.

10.5 Contractor may terminate this Agreement for cause upon sixty (60) days written notice.

## **XI. ASSIGNMENT**

11.1 This agreement is assignable only by agreement of the parties. If the Contractor is sold in whole or in part, the City reserves the right to negotiate a new agreement with any purchasers of the Contractor or its assets. The City reserves the right to declare this agreement null and void within thirty (30) days of such a sale and to negotiate a new agreement for recycling collection services with the new owner of the Contractor or its assets, or through a competitive bidding process.

Neighborhood Recycling Corporation DBA Eureka Recycling

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Susan Hubbard, CEO

Date

City of Lauderdale

---

Jeffrey Dains, Mayor

Date

---

Heather Butkowski, City Administrator

Date

**LAUDERDALE COUNCIL  
ACTION FORM**

<b>Action Requested</b>	
Consent	_____
Public Hearing	_____
Discussion	_____
Action	_____
Resolution	_____
Work Session	___X___

Meeting Date	December 10, 2013
ITEM NUMBER	<u>Rosehill Service Station</u>
STAFF INITIAL	_____
APPROVED BY ADMINISTRATOR	

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

James Stephan from Peer Engineering is finishing up the Phase 1 report for 2430 Larpenteur Avenue. At a minimum, I expect to have his recommendations by Monday and will pass them along to you. As of Wednesday, he felt he would be recommending some additional testing. If the additional testing is petroleum related, the County grant will not cover the work. If it relates to conditions that were left by the service station, the grant will cover it. I will provide an update at the meeting.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_ X

Meeting Date December 10, 2013

ITEM NUMBER Tobacco Ordinance

STAFF INITIAL KK

APPROVED BY ADMINISTRATOR

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

The City is amending the current Cigarette Ordinance to address changes in how nicotine is now used. Trends in tobacco use and tobacco related products have changed over time and the amendments reflect those changes.

Staff received information from the Ramsey Tobacco Coalition regarding the adoption the Tobacco Modernization and Compliance Act.

Changes to the Cigarette Ordinance include:

- A new title to reflect the new tobacco products which are on the market.
- Additional definitions to those listed to add new tobacco delivery products
- Addresses Prohibited Sales
- Addresses Compliance Checks

Penalties for license violations were not listed in the current Cigarette Ordinance.. The violations and penalties are listed in Appendix A of the proposed amendment.

**OPTIONS:**

## CHAPTER 6

**CIGARETTES<sup>1</sup> TOBACCO AND TOBACCO-RELATED DEVICES AND PRODUCTS**

## SECTION:

- 3-6-1: Definitions
- 3-6-2: License Required
- 3-6-3: License Fee
- 3-6-4: Application
- 3-6-5: Investigation; Issuance
- 3-6-6: Term Of License
- 3-6-7: Separate License Required
- 3-6-8: Display Of License
- 3-6-9: Penalty

## 3-6-1: DEFINITIONS:

The following words and phrases, as used in this Chapter, shall for the purpose of this Chapter have the meaning respectively ascribed to them in this Section, except in those cases where the context clearly indicates a different meaning:

~~!DEF! CIGARETTE:~~ **TOBACCO and TOBACCO-RELATED PRODUCTS:** Any roll for smoking made wholly or in part of tobacco, the wrap or cover of which is made of paper or any other substance or material except tobacco, irrespective of the size or shape, and whether or not such tobacco is flavored, adulterated or mixed with any other ingredients, **cigarettes, pipes, hookahs, e-cigarettes and other nicotine delivery devices.**

**CIGARETTE PAPER AND CIGARETTE WRAPPER:** Any paper or other substance or material, except tobacco, used as a wrapper or cover for a cigarette, as herein defined.

**PERSON:** Every natural person **age 18 or older.**

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

**BUSINESS:** Any firm, partnership, association or corporation.

**SALE:** Any transfer, conditional or otherwise of title or possession.

**PROHIBITED SALES:** To natural persons who are a Minor, the sampling of tobacco, sales via vending machines, any and all sales of loose (single serving aka "loosies") tobacco products and the sale of unapproved nicotine delivery devices (such as e-cigarettes).

**PROHIBITED SALES: SELF SERVICE MECHANISING:** Any sale of tobacco products in open displays which are accessible by the public without clerk assistance.

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1. M.S.A. § 461.12.

SALE AT RETAIL: All sales except those where the merchandise is sold for the purpose of resale by a person principally engaged in selling merchandise for resale. ~~(Ord. 8, 5-1-1969) !DEFEND!~~

3-6-2: LICENSE REQUIRED:

No person **or business** shall sell or offer for sale at retail within the City any **tobacco**, cigarettes, cigarette paper or cigarette wrappers, **pipes, e-cigarettes, other nicotine delivery devices** or in any manner represent or hold himself out as one who sells or offers for sale at retail any cigarettes, cigarette paper, ~~or~~ cigarette wrappers, **e-cigarettes, nicotine delivery devices or other nicotine delivery devices** without first having obtained a license to do so from the City Council. ~~(Ord. 8, 5-1-1969)~~

3-6-3: LICENSE FEE:

A. Annual Fee: The annual license fee shall be as established from time to time by resolution of the City Council.

B. Proration: For periods shorter than one year the license fee shall be the full amount. ~~(Ord. 8, 5-1-1969; 1996 Code)~~

3-6-4: APPLICATION:

Every person **or business** desiring to obtain such a license shall file an application in writing with the Clerk, which application must state the true name of the applicant, the name under which he shall conduct his business, whether such business is that of an individual, sole trader, firm, partnership or corporation and the address where such business is to be conducted. Said applicant shall also pay to the Clerk the annual license fee and the Clerk shall issue a receipt therefor. ~~(Ord. 8, 5-1-1969)~~

3-6-5: INVESTIGATION<sup>1</sup>; ISSUANCE:

The Clerk shall present said application to the Council and the Council shall order such investigation as it deems necessary. After such investigation, the Council shall grant or deny the application. In the event of the application being granted, the Clerk shall issue the license. ~~(Ord. 8, 5-1-1969)~~

3-6-6: TERM OF LICENSE:

The license shall expire on ~~July 1~~ **December 31** following its issuance. ~~(Ord. 8, 5-1-1969)~~

3-6-7: SEPARATE LICENSE REQUIRED:

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1. See also subsection 2-4-2B2 of this Code.

A license shall permit the licensee to sell **Tobacco and Tobacco-Related Products**, cigarettes, cigarette paper or cigarette wrappers at retail at the one location specified in said license. A separate license shall be required for each location. (~~Ord. 8, 5-1-1969~~)

3-6-8: DISPLAY OF LICENSE:

The license shall be displayed by the licensee in a prominent and conspicuous place at the location so licensed. (~~Ord. 8, 5-1-1969~~)

**COMPLIANCE CHECKS:** The city shall conduct compliance checks from time to time and at least once per year. Such compliance checks may involve but are not limited to, engaging minors to enter the licensed premises to attempt to purchase tobacco, tobacco products or tobacco related devices.

3-6-9: PENALTY:

Any person who shall violate any of the provisions of this Chapter shall be guilty of a misdemeanor and, upon conviction thereof, shall be subject to penalty as provided in **Appendix A** ~~Section 1-4-1~~ of this Code. (~~Ord. 8, 5-1-1969, 1996 Code~~)

**Appendix A**

## Civil Penalty for Tobacco Violations

Type of Violation	1 <sup>st</sup>	2 <sup>nd</sup>	3 <sup>rd</sup>	4 <sup>th</sup>
1. Commission of a felony related to the licensed activity	Revocation	N/A	N/A	N/A
2. Sale of tobacco while license is under suspension	Revocation	N/A	N/A	N/A
3. Sale of tobacco to minors	\$100 +6 days	\$200 +18 days	\$400 +30 days	Revocation
4. Refusal to allow city officials to inspect premises	\$200 +18 days	\$500 +30 days	Revocation	N/A

## As e-cigarette stores pop up in Twin Cities, so do the questions

By Nancy Ngo [nngo@pioneerpress.com](mailto:nngo@pioneerpress.com) [TwinCities.com-Pioneer Press](http://TwinCities.com-Pioneer Press)  
Posted:

TwinCities.com

For 15 years, Paul Tyler smoked a pack of cigarettes a day. He says that changed when he discovered e-cigarettes two years ago. He hasn't been tempted to light up since.

Tyler is so passionate about the product that he helped open Vape Pro's electronic-cigarette shop on University Avenue in St. Paul two weeks ago.

"I believe there's a market for them right now that far outweighs how much the need for them has been satisfied," said Tyler, manager of the store. "There are a lot of people looking for a different option from cigarettes."

Two years ago, the products were practically unheard of, but Vape Pro's joins a list of at least a dozen standalone e-cigarette stores that have recently opened throughout the metro. In addition, more convenience stores are clearing counter space for e-cigarette products.

And the growing popularity of e-cigarettes -- touted as less harmful than traditional cigarettes but similar in taste and feel -- has caught the attention of regulators. The Food and Drug Administration, as well as state and local governments, are playing catch-up, citing concerns about how they are marketed, the lack of long-term studies about potential health effects and the sale of the devices to children.

E-cigarette sales this year could reach \$1 billion at retail stores and \$1.7 billion if online sales are included, according to industry analyst Bonnie Herzog of Wells Fargo Securities. If that trend continues, e-cigarettes have the potential to surpass traditional cigarette sales within the next decade.

"E-cigarettes' appeal stems from ... the perception that e-cigarettes are healthier, cheaper and can be used almost anywhere," a May 2012 Wells Fargo report said.

E-cigarettes don't use tobacco. Instead, they use electrically generated heat to vaporize liquid. Nicotine is the only major thing cigarettes and e-cigarettes have in common -- yet not every e-cigarette has the addictive substance mixed into its flavored liquid, which ultimately gets ingested as vapor.

Though e-cigarettes are often lumped together with nicotine patches and nicotine gum as means for weaning oneself off cigarettes, that's hardly the only reason they exist.

Some e-cigarette users come for the smoking-cessation aspect and stay for a seemingly infinite number of flavors, the assemble-your-own-e-cig subculture, even the tech-related thrill of using electronic e-cigs that are mini-computers and can transfer usage data to a desktop computer.

Sina War of Minneapolis, who had smoked for about a decade, didn't kick her cigarette habit right away. She credits e-cigarettes with eventually weaning her off tobacco -- if not nicotine.

Just as she would never drink decaf, she says, she'll always need a nicotine hit (usually in the morning). But she'll often "vape" -- the verb used to describe the use of an e-cigarette -- with zero nicotine.

### GROWING POPULARITY

With the growing popularity of the e-cigarette comes debate over regulation of the product as well as its health and social implications. On Tuesday, attorneys general of 40 states -- including Minnesota -- sent a letter to the U.S. Food and Drug Administration urging the agency to meet an Oct. 31 deadline to study and regulate electronic cigarettes.

Issues being discussed include access to minors, where and when e-cigarettes can be advertised, and possible restriction of online sales.

The letter from the attorneys general says e-cigarettes are being marketed to children through cartoon-like advertising characters and by offering fruit and candy flavors, much like cigarettes were once marketed to hook new smokers.

Citing a National Youth Tobacco Survey conducted by the Centers for Disease Control and Prevention, the attorneys generals said 1.8 million middle and high school students said they had tried e-cigarettes in 2012, mirroring increases in the use of the product by adults.

The FDA intends to regulate e-cigarettes as a tobacco product, and not as a drug like the nicotine patches used as a stop-smoking treatment.

For adult e-cigarette users, store owners are opening bricks-and-mortar spots to specialize in the trend. The shops carry a selection of brands besides one or two popular labels offered at convenience stores.

Sutao McCann, co-owner of ecig Xcape in Eagan, which opened Labor Day weekend, says those who come into the store are looking at quitting, cutting down or finding an alternative to cigarettes. Customers can ask staff questions about the e-cigarette options and customize their order. That includes choosing a nicotine level and reducing it over time if their goal is to quit smoking.

"They want to know more about e-cigs and the different options for nicotine levels," McCann said. "I'm not saying this is a healthy product, but customers are telling us they want something healthier than cigarettes."

Inspired by a recent visit to her native California, where e-cigarette stores are common, Sina also now offers e-cigarettes as the co-owner of two Vapor Shoppe stores, one in Minneapolis and one in Maplewood.

McCann is also finding customers turn to e-cigarettes to save money.

The products are not taxed like cigarettes. And with Minnesota's recent tax increase sending several cigarette brands to about \$8 a pack, some customers are looking for alternatives.

"It's expensive to start with but cheaper in the long run," McCann says.

E-cigarette starter kits can range from \$30 to \$100 at an e-cigarette shop. After the initial starter kit, e-juice refill tanks run \$15 for a 20-milliliter bottle. According to the Wells Fargo Securities study, a refill bottle is equivalent to one to two packs of cigarettes. The tanks come in a variety of flavors, from nicotine to candy apple.

## QUESTIONS ABOUT RULES, REGULATIONS

While the FDA considers regulating e-cigarettes, states, counties and local governments are taking the matter into their own hands.

Chris Turner, program and media specialist for the Association for Nonsmokers-Minnesota, said Minnesota is one of the few states that regulate e-cigarettes, which are treated like tobacco products when it comes to sale to minors.

While e-cigarettes are being hailed by some as safer than cigarettes, Turner said there are still health concerns. She cited an FDA study that showed traces of toxic chemicals and the presence of nicotine even in e-cigarette cartridges that claimed zero nicotine.

"The main thing is they have not been proven safe and have not been proven effective in helping people quit in terms of clinical trials," Turner said. "What you're seeing now is anecdotal -- people are saying these are helping them smoke less, but studies have not shown that."

Several local municipalities are addressing the issue. In April, St. Paul amended a city code so that e-cigarettes are treated like a tobacco product. As a result, retailers must have a tobacco license and cannot sell to anyone under 18.

Several cities in the area, including West St. Paul and South St. Paul, are also reviewing their tobacco ordinances in light of recommendations released this month by the League of Minnesota Cities on how to regulate the sale and licensing of e-cigarettes.

Whether e-cigarettes can be used in bars, restaurants and other businesses is up to the establishments themselves.

At the Mall of America, spokeswoman Sarah Schmidt says, e-cigarettes fall under the same rules as the mall's no-smoking policy and are not allowed inside.

The debate also continues over whether e-cigarettes are portrayed as a glamorous alternative to cigarettes and are alluring to younger generations.

At Mercedes-Benz Fashion Week this month, the blogosphere lit up over e-cigarette company NJOY giving away its vapor products to young models, offering them in gift bags and doling them out at fashion week parties.

While there are controversies surrounding e-cigarettes, Paul Tyler of Vape Pro says e-cigarettes should be thought of as an alternative for someone who might smoke cigarettes otherwise.

Michelle Blossom of Minneapolis said e-cigarettes ended her one-pack-a-day cigarette habit, which lasted 20 years. Now she can't take a puff of a regular cigarette without getting ill and finds the taste detestable.

"It could never happen again," she said of her tobacco habit.

Tyler agrees: "I'm not saying it's a quit-smoking device. There's nicotine in them, and nicotine is a highly addictive drug. But I will tell you from my very own personal experience that it's very effective in not tempting you to have a cigarette. Since I started on them, I haven't craved a cigarette since."

Julio Ojeda-Zapata contributed to this report. It also includes information from the Associated Press.

Nancy Ngo can be reached at 651-228-5172. Follow her at [twitter.com/nancyngotc](https://twitter.com/nancyngotc) and [pinterest.com/nancyngotc](https://pinterest.com/nancyngotc).

## ABOUT E-CIGARETTES

All electronic cigarettes work in essentially the same way: They use electrically generated heat to vaporize a liquid that contains flavoring and, sometimes, nicotine.

But they range from simple models available at convenience stores, which mimic the look and feel of regular cigarettes, to adjustable and customizable variations for those who want to control every aspect of the "vaping" experience.

E-cigarette features include some or all of the following:

**Power:** This is what creates the liquid-vaporizing heat. The battery technology in e-cigarettes ranges from the basic, like that of Blu sticks, to a variety of adjustable options for varying the power output, either via physical dials or electronic readouts. The amount of watts or volts generated has a direct correlation to how much heat is created for making vapor.

**Wicks.** Somewhat like the ones in oil lamps, wicks in some advanced e-cigarettes are used to absorb and hold e-juices in preparation for the heating and vaporization. Wicks can be made of silica, oxidized stainless steel, porous ceramic, cotton or bamboo yarn.

**Heating coil.** A bit like the heating coil in an electric stove, the one in an e-cigarette is in contact with the wick and causes the liquid in it to vaporize. These coils have different levels of electrical resistance, measured in ohms. A coil with a lower resistance generates greater amounts of heat, and as a result yields more vapor. The wires in the coils are made of a metal alloy called kanthal.

**E-juice.** Water-soluble e-juices or "e-liquid" in e-cigarettes vary the experience with an array of flavor combinations.

Vapor Shoppe stores in Minneapolis and Maplewood have a juice-sampling station, and provide about 40 flavors for purchase. Basic kits from Minnesota's Vaping Ventures ([vapingvamps.com](http://vapingvamps.com)) bundle two rechargeable power cylinders with five prepackaged flavor add-ons for an e-cigarette closely resembling a traditional cigarette.

Depending on flavor and personal preferences, advanced users will run their e-cigarettes cooler or hotter, and with greater or lower coil resistance. They can keep track of all this using charts.

E-juice typically is made up of propylene glycol, vegetable glycerin, nicotine and food flavoring. Advanced users will increase or decrease the "PG" or "VG" for different kinds of vapor effects. Greater VG creates a denser liquid for thicker vapor, for instance, but is compatible with fewer e-cigarette models.

**Rebuildable dripping atomizer.** This refers to a custom gizmo incorporating a wick and kanthal-wire coil the user has carefully selected and assembled for just the experience that person requires.

-- Julio Ojeda-Zapata

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>December 10, 2013</u>
Special _____	ITEM NUMBER <u>Snow Commotion</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action <u>X</u>	
Resolution _____	
Work session _____	

**BACKGROUND:**

Snow Commotion had not happened the past two years because of warm weather and lack of snow one year, and lack of volunteers the next. Last year, we asked the Council whether the event should be discontinued. Part of the motion to cancel it last year read "The Council agreed to cancel Snow Commotion for this winter." Staff agrees this does not provide a definitive answer as to whether the event has been discontinued. Thus, staff needs direction on whether they should be planning for the event.

Attached is my council memo from last year, and the minutes from the meeting.

**OPTIONS:**

- 1) Continue planning Snow Commotion.
- 2) Do not plan Snow Commotion this winter.
- 3) Discontinue the event altogether.

**STAFF RECOMMENDATION:**

None.

**COUNCIL ACTION:**



ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>December 11, 2012</u>
Special _____	ITEM NUMBER <u>Snow Commotion</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action _____	
Resolution _____	
Work session <u>X</u>	

**BACKGROUND:**

**Here is what the PCIC discussed at the meeting last week (taken from the draft meeting minutes):**

Bownik reported the event usually consists of a bonfire, S'mores, hot chocolate, and a medallion hunt. The last event included a cardboard sled race. However, if we do plan for the event, we may need to discontinue the cardboard sled races because we may not be able to use the hill at the golf course for this anymore. The main thing would be to know what is going in the promotion flyer for the next newsletter.

The Committee discussed the possibility of not planning a winter event this year. Last year's event was cancelled due to warm weather and lack of snow. It is possible we could encounter the same situation this year. Other potential reasons mentioned included lack of volunteers, possible bitterly cold weather, safety concerns with the bonfire, and lack of attendance. The Committee wondered how many people that attend the winter event would be there anyway since the warming house would already be open for skating, sledding, etc.

The Committee concluded that if the winter event was not planned for this year and if there was not a negative reaction, the City could forego planning one in future years. Bownik said he would bring the suggestion of not planning a winter event to the Council and get their feedback.

**Summary**

The possibility of discontinuing this event has been floating around for a few years. Nobody at the PCIC meeting, including myself, was advocating to discontinue it, but there wasn't a lot of enthusiasm to continue it. Thus, perhaps it should be discussed.

**OPTIONS:**

- 1) Continue planning Snow Commotion.
- 2) Do not plan Snow Commotion.

**STAFF RECOMMENDATION:**

None.

**COUNCIL ACTION:**

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

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*Animal Control Ordinance*

Staff explained that the last revision of the animal ordinance was codified incorrectly. The correct version of the ordinance was included in their packet. In spite of this, the ordinance still needs to be revised. The City will conduct research into the keeping of bees, chickens, and other animals and invite community members to participate in the discussions in January and February.

*Snow Commotion Planning*

Snow Commotion is scheduled for January 26. There has been a lack of volunteers helping out with this event. The Council said they didn't want Snow Commotion to continue if it was a staff driven event. The Council agreed to cancel Snow Commotion for this winter. The Council requested staff to write an article in the city newsletter explaining the reason for the Snow Commotion cancelation.

*Eustis Street and Larpenteur Avenue Development*

Butkowski and the city engineer discussed the proposed sidewalk along Eustis Street with the owner of the Corval Group recently. Ramsey County officials stated they are considering revising their cost-sharing policies and may pay for half of the cost for the sidewalk. The County is also considering repaving Eustis Street when a sidewalk is built.

Butkowski, Bilotta, and some council members recently met with Croix Oil to address concerns they had in siting a new building. Butkowski asked the Council whether they would like the city's engineering firm to prepare some concepts for aesthetic improvements for the area around BP when it is rebuilt. The Council directed Butkowski to have Bilotta's staff prepare some concepts.

The Council discussed whether to put up posts along Eustis Street north of Larpenteur to be ready to use for no parking signs. The County prefers to install the posts if they are needed. Council members felt the County did a good job of plowing during this first storm event of the year. The Council will decide in January whether the posts are warranted.

**There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 9:25 p.m.**

Respectfully submitted,

Kevin Kelly  
Deputy City Clerk