

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, MARCH 13, 2012
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 February 28, 2012, City Council Meeting
 - c. Claims Totaling \$86,480.70
4. **CONSENT**
 - a. 2012 Business Licenses
 - b. Agreement with the City of Roseville for Park and Recreation Services
 - c. Personnel Policy Revisions
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEMS**
 - a. Support for Beyond the Yellow Ribbon – Resolution 031312A
 - b. Quotes for a Replacement Dump Truck
 - c. Request by Helen Lindstrom's Family Regarding Deferred Assessment for 1921 Eustis Street
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. 2013 Police Contract
 - b. Union Contract
 - c. City Asset Dedication Policy
 - d. 2011 Audit Presentation – April 10

- e. Logo Design Discussion – April 10
- f. Legislative Updates by State Senator John Marty and State Representative Mindy Greiling – April 28
- g. Emergency Management Round Table – May 22

12. WORK SESSION

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

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

13. ADJOURNMENT

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Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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February 28, 2012

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

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

Councilors Absent: Mayor Jeff Dains

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

Mayor Pro Tem Gaasch asked for changes to the meeting agenda. There were no changes offered. **Councilor Hawkinson moved to approve the agenda. Councilor Mac Lean seconded the motion and it passed unanimously.**

Councilor Hawkinson moved to approve the February 14, 2012, City Council meeting minutes. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Hawkinson moved approval of the claims totaling \$27,851.16. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Grove moved the consent agenda approving 2012 rental housing and business licenses, Resolution 022812A - Hamline Autobody's conditional use permit, the tile flooring maintenance agreement, and acknowledging January finances. Councilor Mac Lean seconded the motion and it passed unanimously.

Chief John Ohl of the St. Anthony Police Department presented the 2011 Lauderdale Annual Police Report. Chief Ohl outlined the four goals of the PD for Lauderdale. Those goals are to arrest criminals, prevent crime, increase the community's quality of life, and to solve problems. Chief Ohl stated that Part I Crimes were essentially static in 2011. Burglaries were up in 2011 but there were zero rapes, murders, or aggravated assaults. Many of the burglaries were of garages. Part II (less serious) crimes were down slightly in 2011.

The City generated 2,188 calls for service in 2011. These calls were either to 911 or the City of St. Anthony office staff. This was a significant increase from 2010 as the measurement of calls changed for 2011 to reflect the number of total interactions of residents with the SAPD. Chief Ohl thanked residents for being the eyes and ears of the SAPD.

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Chief Ohl stated the SAPD will continue to focus efforts on community orientated policing, ongoing training of SAPD officers, and prompt initial investigations into all calls to the SAPD.

The Council discussed the use of Stantec to complete more research on the Eustis Street sewer lining project. Stantec will also develop the framework for a quote for the project. Stantec will do this work for no more than \$1,000.00.

Councilor Mac Lean moved to hire Stantec to review the Eustis Street sewer line video and prepare cost estimates for the project. Councilor Hawkinson seconded the motion and it passed unanimously.

The City retains 60% of the next year's operating budget in the General Fund at year end to pay for ongoing operations until the first property tax settlement in June. After the 2011 audit, the city had more than 60% in reserves; the excess totaled \$135,982. The Council has historically put these funds into the Park Improvement and Street Improvement Funds.

Councilor Hawkinson moved to adopt Resolution 022812B – a resolution depositing the excess unreserved fund balance into the Capital Improvement Funds. Councilor Mac Lean seconded the motion and it passed unanimously.

The City must establish new precinct boundaries after each US Census. The City does not have to make any adjustments to existing political boundaries.

Councilor Grove moved to reestablish current City precinct boundaries. Councilor Hawkinson seconded the motion and it passed unanimously.

Butkowski reviewed the preliminary agenda for future meetings which include personnel policy changes, legislators John Marty and Mindy Greiling addressing the Council on April 28, and an emergency management activity with Kristy Stauffer in May.

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

Pro Tem Gaasch asked if anyone present wished to address the Council. Matt Howard addressed the Council. Matt is a Boy Scout from Troop 254 who was observing the operation of the council meeting as part of a merit badge project. The Boy Scouts are also looking to complete service oriented projects in the community as part of earning Eagle Scout honors.

The Liquor Store Committee met with city consultant Paul Bilotta of Stantec and representatives of Croix Oil (the operators of the BP station in Lauderdale) last week. Councilor Hawkinson stated the Committee was urged by Bilotta to think big for this project as the lots on Larpenteur

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Avenue are small by today's commercial standards. The Committee looked at the entire area from Highway 280 east to Eustis Street. A new building on existing lots would severely limit space for parking. Croix Oil would like to build a convenience store and have the Municipal Liquor Store as a tenant. This arrangement would be less financially risky for the City. Staff will get input from Stacy Kvilvang at Ehlers regarding financing options for the liquor store and corridor planning.

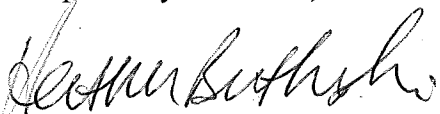
The Council moved into closed session at 8:20 p.m. to discuss the union contract.

The Council came out of closed session at 8:39 p.m.

The Council agreed to all the terms in the union contract regarding employee health benefits, deferred compensation, and wages with the exception of the proposed 2% employee wage increase in 2013. The Council proposed a 1% increase instead.

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 8:40 p.m.

Respectfully submitted,



Heather Butkowski
City Administrator

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

March 13, 2012 City Council Meeting

<u>Payroll</u>	
03/02/12 Payroll: Direct Deposit # 501336-501340	\$6,966.36
03/02/12 Payroll: Payroll Liabilities, e-payments #642E-644E	\$5,536.85
<u>Vendor Claims</u>	
03/13/12 Claims: Check #'s 21128-21145	\$73,977.49
SUBTOTAL	\$86,480.70

Total Claims for Approval	\$86,480.70
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CITY OF LAUDERDALE

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***Claim Register©**

030212pyroll

MARCH 2012

Claim Type	Direct					
Claim# 2544	NORTH STAR BANK, CHECKING S	Ck# 000642E	3/2/2012			
Cash Payment	G 101-21701 FEDERAL TAXES		3/2/12 Payroll			\$1,022.31
	Invoice					
Cash Payment	G 101-21703 FICA WITHHOLDING.		3/2/12 Payroll			\$1,574.80
	Invoice					
Transaction Date	3/2/2012	Due 0	NORTH STAR CHE	10100	Total	\$2,597.11
Claim# 2545	PERA	Ck# 000643E	3/2/2012			
Cash Payment	G 101-21704 PERA		3/2/2012 Payroll			\$1,524.22
	Invoice					
Transaction Date	3/2/2012	Due 0	NORTH STAR CHE	10100	Total	\$1,524.22
Claim# 2546	ICMA RETIREMENT TRUST - 457	Ck# 000644E	3/2/2012			
Cash Payment	G 101-21705 ICMA RETIREMENT		3/2/2012 Payroll			\$1,415.52
	Invoice					
Transaction Date	3/2/2012	Due 0	NORTH STAR CHE	10100	Total	\$1,415.52
	Claim Type	Direct			Tota	\$5,536.85

Pre-Written Check	\$5,536.85
Checks to be Generated by the Compute	\$0.00
Total	\$5,536.85

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***Check Detail Register©**

MARCH 2012

			Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk#	021128	3/13/2012	ABDO EICK & MEYERS LLP		
E 602-49100-301	AUDITING		\$950.00		2011 Financial Auditing
E 601-49000-301	AUDITING		\$950.00		2011 Financial Auditing
E 101-41500-301	AUDITING		\$7,600.00		2011 Financial Auditing
Total ABDO EICK & MEYERS LLP			\$9,500.00		
Paid Chk#	021129	3/13/2012	APOLLO LOCKSMITH INC		
E 101-43000-202	PERMENANT SUPPLIES		\$25.83		6 Allen Wrench Keys
Total APOLLO LOCKSMITH INC			\$25.83		
Paid Chk#	021130	3/13/2012	CINTAS		
E 602-49100-425	CLOTHING		\$64.58		PW Clothing
E 601-49000-425	CLOTHING		\$64.58		PW Clothing
Total CINTAS			\$129.16		
Paid Chk#	021131	3/13/2012	CITY OF ROSEVILLE		
E 101-41200-306	CONSULTING FEES		\$398.75		3/12 IT Services
E 101-41200-391	TELEPHONE/PAGERS		\$95.40		3/12 Phone Services
Total CITY OF ROSEVILLE			\$494.15		
Paid Chk#	021132	3/13/2012	CITY OF ST ANTHONY		
E 101-42100-319	POLICE CONTRACT		\$49,672.42		3/12 Police Contract
Total CITY OF ST ANTHONY			\$49,672.42		
Paid Chk#	021133	3/13/2012	CROIX OIL		
E 601-49000-212	MOTOR FUELS		\$29.86		2/12 Motor Fuels
E 101-43000-212	MOTOR FUELS		\$139.35		2/12 Motor Fuels
E 602-49100-212	MOTOR FUELS		\$29.86		2/12 Motor Fuels
Total CROIX OIL			\$199.07		
Paid Chk#	021134	3/13/2012	GOPHER STATE ONE-CALL		
E 101-43400-386	GOPHER STATE ONE CALL		\$16.05		2/12 Locates
Total GOPHER STATE ONE-CALL			\$16.05		
Paid Chk#	021135	3/13/2012	HEWLETT-PACKARD CO		
E 101-41200-538	COMPUTER SOFTWARE & EQU		\$149.98		Computer Docking Station
Total HEWLETT-PACKARD CO			\$149.98		
Paid Chk#	021136	3/13/2012	HUGHES AND COSTELLO		
E 101-41500-300	LEGAL FEES - PROSECUTING		\$850.00		2/12 Legal Fees
Total HUGHES AND COSTELLO			\$850.00		
Paid Chk#	021137	3/13/2012	LMC		
E 101-41200-308	TRAINING\CONFERENCES		\$60.00		Safety and Loss Control Conf - HB,JB,KK
Total LMC			\$60.00		
Paid Chk#	021138	3/13/2012	MET-COUNCIL ENVIRONMENTAL SER.		
E 601-49000-387	WATER TREATMENT SERVICE		\$9,765.51		4/12 Wastewater Treatment

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***Check Detail Register©**

MARCH 2012

	Check Amt	Invoice	Comment
otal MET-COUNCIL ENVIRONMENTAL SER.	\$9,765.51		
Paid Chk# 021139 3/13/2012 MINNESOTA SECRETARY OF STATE			
E 101-41200-438 DUES & SUBSCRIPTIONS	\$120.00		Notary Application Fee - KK
Total MINNESOTA SECRETARY OF STATE	\$120.00		
Paid Chk# 021140 3/13/2012 RAMSEY COUNTY, PROP REC & REV			
E 101-41200-355 MISC PRINTING/PROCESS SER	\$25.00		3/12 insurance benefits
G 101-21706 HEALTH INSURANCE	\$429.15		3/12 insurance benefits
E 101-42100-442 MISC	\$6.24		2/12 800 MHz radio licenses
E 101-42100-318 911 Dispatch	\$1,010.43		2/12 911 Dispatch
Total RAMSEY COUNTY, PROP REC & REV	\$1,470.82		
Paid Chk# 021141 3/13/2012 SUBURBAN RATE AUTHORITY			
E 101-41100-438 DUES & SUBSCRIPTIONS	\$400.00		2012 Membership Dues
Total SUBURBAN RATE AUTHORITY	\$400.00		
Paid Chk# 021142 3/13/2012 US BANK, DEBT SERVICES			
E 304-47400-621 FILE MAINTENANCE CHARGES	\$431.25		2003A bond management contract
Total US BANK, DEBT SERVICES	\$431.25		
Paid Chk# 021143 3/13/2012 WASTE MANAGEMENT			
E 101-43000-384 REFUSE DISPOSAL	\$175.90		3/12 Refuse Disposal - Public Works
Total WASTE MANAGEMENT	\$175.90		
Paid Chk# 021144 3/13/2012 XCEL ENERGY, CITY HALL			
E 101-43000-383 GAS UTILITIES	\$275.89		2/12 City Hall Utilities
E 101-43000-381 ELECTRIC	\$194.78		2/12 City Hall Utilities
Total XCEL ENERGY, CITY HALL	\$470.67		
Paid Chk# 021145 3/13/2012 XCEL ENERGY, STREET LIGHTING			
E 101-43000-381 ELECTRIC	\$46.68		2/12 Bridge Lights
Total XCEL ENERGY, STREET LIGHTING	\$46.68		
10100 NORTH STAR CHECKING	\$73,977.49		

Fund Summary

10100 NORTH STAR CHECKING	
101 GENERAL	\$61,691.85
304 03 ST/UTIL IMP DEBT SERVICE	\$431.25
601 SEWER UTILITIES	\$10,809.95
602 STORM SEWER ENTERPRISE FUND	\$1,044.44
	\$73,977.49

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date March 13, 2012

ITEM NUMBER: 2012 Business Licenses

STAFF INITIAL: KK

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A list of business owners who have completed their license requirements and/or renewed their application for licensure for 2012.

KB Service—HVAC Contractor
Bluechip Tree Co.—Tree Contractor

OPTIONS:

1. Motion to approve listed licenses for 2012.
2. Motion to deny all or some of the listed license applications for 2012.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves the completed 2012 Licenses on the attached list.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date March 13, 2012

ITEM NUMBER Recreation Agreement

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Roseville would like to continue offering recreation programs in Lauderdale this summer. Staff from the two cities updated the agreement we currently have with them. The agreement clarifies expectations and addresses issues of liability. If the Council is interested in continuing the relationship, please review the attached agreement. The agreement can always be amended during the meeting.

OPTIONS:

STAFF RECOMMENDATION:

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

COUNCIL ACTION:

**City of Roseville
City of Lauderdale**

Recreation Agreement

THIS AGREEMENT is effective March 13, 2012, by and between the City of Lauderdale (LAUD), 1891 Walnut Street ~ Lauderdale, MN 55113, and City of Roseville Parks and Recreation (RPR), 2660 Civic Center Drive ~ Roseville, Minnesota 55113. Roseville Parks and Recreation agrees to provide recreation program services within the City of Lauderdale between **June 18 and August 14, 2012**.

City of Lauderdale and City of Roseville Parks and Recreation agree to the following obligations:

1. RPR agrees to:

- Provide recreation programs and experiences to Lauderdale residents for the same fee as paid by Roseville residents.
- Coordinate registration, supervision, and program curriculum appropriate for the recreation programs.
- **Provide the following summer recreation programs at Lauderdale Community Park (subject to change based upon demand).**
 - **Kick and Slugger Sports ~ June 18 – August 9**
 - **Passport to Play ~ June 18 – July 26**
 - **Puppet Wagon Shows ~ June 19 – August 9**
- Provide program staff, program supplies and equipment, and program maintenance support for all agreed upon and contracted recreation services. The City of Roseville agrees to provide field prep for programmatic needs such as lining of the soccer field.

2. LAUD agrees to:

- Provide maintained program locations at Lauderdale Community Park. The City of Lauderdale agrees to provide regular maintenance such as mowing of the grass, dragging the ball field, and sanitation services.
- Provide facilities access and keys to Roseville Park and Recreation Staff.
- Compensate RPR as agreed upon and outlined below.

Payment

1. LAUD agrees to pay RPR the difference between resident and non-resident fees for all recreation program registrations made by Lauderdale residents. Payment for programs shall be made no later than 30 days after receipt of invoice from Roseville.
2. LAUD agrees to pay RPR for Puppet Wagon Performances at Lauderdale Community Park. The agreed upon rate is \$90 for staffing and \$10 for supplies and materials (\$100 per week).
 - Day in the Park event charged at \$36/hour
 - Payment for Puppet Wagon Performances shall be made no later than 30 days after receipt of invoice from Roseville.

Liability

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

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

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

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

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

City of Roseville

City of Lauderdale

By: _____

By: _____

Title: Mayor

Title: Mayor

Date: _____

Date: _____

By: _____

By: _____

Title: City Manager

Title: City Administrator/Clerk

Date: _____

Date: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date March 13, 2012

ITEM NUMBER Personnel Policy

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I think the draft Personnel Policy includes everything we discussed with regard to at-will employment, maternity leave, paternity leave, and parental leave. If I am missing something or you would like to change something, we can do that at the meeting.

This would also be the time to vote on whether you would like to give me 6 weeks of paid maternity leave.

OPTIONS:

1. Amend or adopt personnel policy as presented.

STAFF RECOMMENDATION:

Motion to adopt the Personnel Policy as presented (or amended) and extend City Administrator Butkowski 30 days of sick leave for her recent maternity leave.

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. ~~Involuntary termination of an employee by the city shall be for just cause.~~ 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 eight hours per day or 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 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, or (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 89. 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 an unpaid 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. ~~If the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital.~~ 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 910. 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 1011. 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 1112. 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 1213. 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, with the exception of life insurance. The City provides coverage for the employee equal to 1x 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 1314. 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 eight hours in a day or 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. An employee called in for work at a time other than the employees normal scheduled shift will be compensated for a minimum of two (2) hour's 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 ~~or for just cause~~ 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 January 13, 2009. 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 / Mayor Pro Tem

Date: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date March 13, 2012

ITEM NUMBER Yellow Ribbon Community

STAFF INITIAL HB/KK

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As you may remember from some Friday Reports, suburban Ramsey County cities have been working toward the designation as a Beyond the Yellow Ribbon Community. To qualify, the committee spearheading the effort has to implement programs, services, and resources that will support military personnel and their families. Ady Wickstrom, Shoreview Council Member, called me recently to see if Lauderdale's City Council would support the effort with the attached resolution.

OPTIONS:

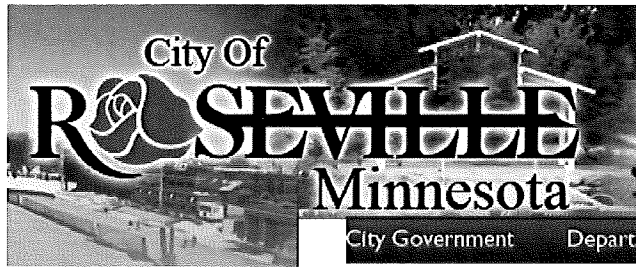
1. Consider approval of the attached resolution.

STAFF RECOMMENDATION:

Motion to approve Resolution 031312A - A Resolution Supporting the Effort of Becoming a Beyond the Yellow Ribbon Community.

COUNCIL ACTION:

Personalize your online experience to stay up-to-date on news, events and other information you care about. [View my dashboard](#)



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You are here: [Home](#) > [For Residents](#) > [News Update](#) > [Beyond Yellow Ribbon](#)

Beyond Yellow Ribbon

- C-2 Plans Approved
- City Trims Trees
- Cleaner Trucks
- Engagement Task Force
- Essay Contest Winners
- Green Remodeling
- Keep Gas Meters Clear
- Living Smarter
- NSSC Scholarship
- Paint-a-Thon
- Parks Plan Implementation
- Prevent Falls
- Snowplowing and Parking
- State of the City Address
- Volunteer Opportunities
- Water Conservation
- Winter Travel
- Quilt Show

Beyond the Yellow Ribbon Community

The Suburban Ramsey County Beyond the Yellow Ribbon (BTYR) Committee continues its work. Volunteers are taking the lead in creating a network of support for service members and their families. Alison Bibeau is serving as the Steering Committee Chair. Bibeau's family knows firsthand about the hardships a military family faces. Her husband Major Jeffrey Bibeau has been deployed twice, serving in Bosnia in 2003 and Iraq in 2008-09.



Please join us at our next meeting the third Thursday of each month at 7:00 pm at Roseville City Hall. Everyone is welcome.

A Yellow Ribbon Community unites to create a comprehensive network that connects and coordinates agencies, organizations and resources to support Servicemembers and military families.

Through this program, we will create awareness and connect Servicemembers and their families to these community support, training, services and resources. Services can range from the simple – shoveling a sidewalk to the more complex - helping a family member apply for benefits or find a job. Log on to the [Beyond the Yellow Ribbon website](#) for information about types of support you could offer. Whether you can help on a one-time project or volunteer regularly, we need your help.

Contact Yellow Ribbon Outreach Coordinator
 1LT Kathryn Helland
kathryn.helland@us.army.mil or

SSG Andrew Peterson
andrew.peterson2@us.army.mil

or call them at 612-618-6927 if you have questions.

Roseville Listens

- Request Services
- Ask Questions
- Receive Updates

RESOLUTION NO. 031312A

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

**A RESOLUTION SUPPORTING THE EFFORTS OF BECOMING A
BEYOND THE YELLOW RIBBON COMMUNITY**

WHEREAS, many families support their military service members who are serving in the United States and overseas to protect the values and freedom enjoyed by the citizens of the United States of America, and;

WHEREAS, a Beyond the Yellow Ribbon Community Group has been formed in an effort to assist connecting local military family members with a community network of support that is understood and trusted by military families, where military residents and their families are recognized and can access information and services to assist them during the deployment cycle and is sustainable for future military families as deployment becomes necessary, and;

WHEREAS, this Beyond the Yellow Ribbon Community Group will build on the existing strength of our community and organizations by continuing to support awareness and addressing the needs of spouses and children throughout the deployment, deployment-reintegration process and through extended periods after homecoming in ways to lessen their burden while a family member is deployed or is impacted by their service to community and country, and;

WHEREAS, we believe the effects of deployment do not end when the soldier returns home and the family is reunited; this process takes months for some families and years for others; We believe the ultimate vision of the community is to offer support to military families and honor them in our midst, and;

WHEREAS, the City Council of the City of Lauderdale and the Beyond the Yellow Ribbon Community Group encourage key groups of the community service members and their families to be proactive and work in harmony to develop a program which empowers community synchronization of effort and build an enduring and sustainable network of support.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Lauderdale is hereby proud to recognize, appreciate and say Thank You to our military members and their families for their service sacrifices and in all they do.

BE IT FURTHER RESOLVED, the residents and the City Council of the City of Lauderdale do fully support the efforts of the Beyond the Yellow Ribbon Community Group to support our military members and their families while defending the democratic values of the United States of America.

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

ss

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, March 13, 2012, 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 13th day of March, 2012.

Jeff Dains, Mayor

ATTEST:

Heather Butkowski, City Clerk-Administrator

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date March 13, 2012

ITEM NUMBER Replacement Dump Truck

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The current dump truck was purchased in 1999 and the Council budgeted to replace it this year. Public works staff checked with the state contract holder (Midway Ford) and Boyer Ford Trucks. Midway offered \$4,500 on the trade in resulting in a truck chassis, plow, and dump box replacement cost of \$35,228.41. Boyer Ford offered \$7,000 on the trade in resulting in a truck chassis, plow, and dump box replacement cost of \$33,147.58.

The truck will need "City of Lauderdale" detailing and probably a few other incidentals so staff is asking for approval to purchase the truck and plow at a cost not to exceed \$35,000. Delivery is expected this fall.

OPTIONS:

1. Consider the two quotes and decide whether or not staff should order a replacement dump truck and plow.

STAFF RECOMMENDATION:

Motion to approve purchase of a replacement dump truck and plow from Boyer Ford Trucks at a price not to exceed \$35,000.

COUNCIL ACTION:

Prepared For:
 Mr. Dave Henricks
 City of Lauderdale
 Lauderdale, Minnesota

Prepared By:
 Josh Tenney
 Boyer Ford Trucks
 2425 Broadway St NE
 Minneapolis, Minnesota, 55413
 Phone: 612-378-6000
 Fax: 612-627-5551



Selected Options

2012 Ford F-350 Chassis

4x4 SD Regular Cab 141" WB DRW XL (F3H)

Vehicle Snapshot	
Engine:	6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel)
Transmission:	TorqShift 6-Speed Automatic w/OD
Rear Axle Ratio:	Limited Slip w/4.30
GVWR:	13,300 lb Payload Package

Code	Description	Class	MSRP
F3H	Base Vehicle Price (F3H)	STD	32,535.00
Packages			
640A	Order Code 640A (996) Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) : E-85. Includes engine idle meter.; (44P) Transmission: TorqShift 6-Speed Automatic w/OD : Includes SelectShift, range select and tow/haul feature.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 13,300 lb Payload Package; (TBK) Tires: LT245/75Rx17E BSW AS (6); (64K) Wheels: 17" Argent Painted Steel (6) : Hub covers and center ornaments not included.; (A) HD Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2 speakers.	OPT	N/C
Powertrain			
996	Engine: 6.2L 2-Valve SOHC EFI NA V8 (Flex-Fuel) E-85. Includes engine idle meter. Torque: 397 ft.lbs. @ 4179 rpm.	INC	Included
44P	Transmission: TorqShift 6-Speed Automatic w/OD Includes SelectShift, range select and tow/haul feature.	INC	Included
X4L	Limited Slip w/4.30 Axle Ratio	OPT	350.00
STDGV	GVWR: 13,300 lb Payload Package	INC	Included
Wheels & Tires			
TBK	Tires: LT245/75Rx17E BSW AS (6)	INC	Included
64K	Wheels: 17" Argent Painted Steel (6) Hub covers and center ornaments not included.	INC	Included
Seats & Seat Trim			
A	HD Vinyl 40/20/40 Split Bench Seat	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference: CT05202063 11/14/2011

Selected Options Continued

Prepared For: Mr. Dave Henricks
 Prepared By: Josh Tenney
 Dealership: Boyer Ford Trucks

Code	Description	Class	MSRP
	<i>Includes center armrest, cupholder and storage.</i>		
Other Options			
PAINT	Monotone Paint Application	STD	N/C
141WB	141" Wheelbase/60" Cab to Axle	STD	N/C
473	Snow Plow Prep Package <i>Includes heavy duty alternator, pre-selected springs (see Order Guide Supplemental Reference for springs/FGAWR of specific vehicle configurations). NOTE 1: Restrictions apply; see Supplemental Reference or Body Builders Layout Book for details. NOTE 2: Also allows for the attachment of a winch.</i>	OPT	85.00
587	Radio: AM/FM Stereo w/Digital Clock <i>Includes 2 speakers.</i>	INC	Included
Interior Colors For : Primary w/XL (reg)			
AS	Steel	OPT	N/C
Primary Colors For : Primary w/XL (reg)			
DX	Dark Blue Pearl Metallic	OPT	N/C
Vehicle Subtotal			\$32,970.00
Fuel Charge			\$0.00
Destination			\$995.00
Vehicle Subtotal (Including Destination)			\$33,965.00

\$24,472 Chassis Bid Price
 8,490 9' Dump w Receiver Tube
 4,920 8.5' Hiniker Plow

\$37,882 = Price Before Trade
 (-\$7,000) Trade: 1999 Ford F350 Dump

\$30,882	Trade Difference	}	\$33,147 ⁵⁸
2,007	Sales Tax		
120	License		
43	Title		
20	Tire & Toy		
75	Document Fee		
			Total Due

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information. Reference CT05202083 11/14/2011

TRUCK UTILITIES, INC.



2370 English Street St. Paul, Minnesota 55109-2098 (651) 484-3305 (651) 484-0076 FAX

[BOYER TRUCKS]
 [JOSH TENNEY]

Date: 3-1-11
 Customer Ref: City of
 Terms: Lauderdale
 Quote Valid For:
 F.O.B. Point:
 Delivery:
 Telephone:
 Contact:

We are pleased to quote the following:

ONE (1) KNAPHEIDE CONTRACTOR BODY

- 9' Long
- 96" wide
- 7 ga. Floor (crossmember-less) with 7" longills
- 16" high 12 ga. Fold down sides
- Bulkhead with window
- 22" high quick release double acting tailgate, double panel
- Tapered top rail
- Side board pockets
- LED clearance lights, automotive wire harness
- Double acting electric hoist
- Finish painted black (factory)

Installed including rear mud flaps.....\$7690.00

5/8" Pull plate, 2" receiver hitch tube, 7 prong RV socket.....\$ 800.00

HINIKER SNOW PLOW, 8 1/2' steel straight blade.....\$4,920.00

LEO SNOW PLOW: TU 9' straight blade.....\$6,000.00

} \$8,490

Please call if I may be of further help
 Thank you,

Jeri Manos

Your truck equipment specialists



CORPORATE HEADQUARTERS: 9150 Pillsbury Avenue South, Bloomington, MN 55420-3686 - Phone: (952) 888-2525 - Fax: (952) 858-7169 - Website: www.aspenequipment.com

Cust Name: Boyer Trucks
 Contact: Josh Tenney
 Phone: 612-627-5514
 Fax:

Quote Number: BOYER TRUCKS-28-WES-40962-15-59-v1

Quote Date: 2/23/2012

Aspen Equipment is pleased to offer the following quotation for your consideration

Qty	Part/Spec Number	Description	Installed
1	6.012 UTPP85	Western 8'6" Pro Plus Series steel Western UTPP85 8'6" Ultra-Mount Pro Plus snow plow Blade width 8'6" Blade height 31.5" Blade gauge is 12 GA steel Four (4) rip springs Pivot bar Two (2) shock absorbers Torsion bar Eight (8) vertical ribs Angling rams are 1-1/2" x 12" Plow width at full angle is 7'4" Approximate weight of plow is 936 lbs Two (2) cast iron disc shoes 1/2" x 6" high carbon steel cutting edge Blade guides	\$4,306.00
1	6.044 62220	Western 9' Rubber deflector	\$244.00
1	6.08 44282	Western Western backdrag 8 1/2' MVP Pro Plus' Req Boll Kit from Below	\$334.00
1	6.084 29351	Western Western Backdrag Boll Kit Pro Plus	\$23.00

City of Lauderdale

Quote Sub Total: \$4,907.00

Submitted by,

Estimated Sales Tax: \$0.00

Kevin Dessart

612-437-0447

Total: \$4,907.00

* Equipment Specifications subject to change
 * FOB Bloomington, MN (Unless otherwise specified)
 * Quote valid for 30 days from date of quotation
 * Any chassis modifications including, but not limited to alterations or relocation of components related to fuel tanks, air tanks, brakes, exhaust systems, battery boxes, protrusions above and below the frame rails, shortening or lengthening frame rails and the like will be added to the selling price. ** Aspen Equipment reserves the right to add any applicable *Manufacturers' Steel Surcharges* to this quotation.
 Exhaust Systems: With the new EPA mandated diesel exhaust systems for 2007 and newer many changes are taking place. Manufacturers are often unable to depict accurately how the exhaust systems are configured and have difficulty stipulating whether certain components (i.e. PTOs and pumps) may fit in the confined spaces beneath the truck. 2007 EPA COMPLIANT DIESEL EXHAUST SYSTEMS CANNOT BE MODIFIED, RELOCATED OR REPLACED BY ASPEN EQUIPMENT. Due to evolving designs, Aspen Equipment can not maintain expertise on every chassis/engine/transmission/exhaust configuration possible, regardless of who orders or specifies it. Nor can Aspen Equipment guarantee that a chassis ordered today will not change in design prior to delivery from the factory. Therefore, Aspen Equipment does not warrant that quoted products can be installed on a chassis without modifications to the chassis or products installed. As such, Aspen Equipment will not be responsible for the cost of modifications due to exhaust systems conflicting with the installation of quoted products. Aspen Equipment will make every reasonable effort to ensure that installations are completed without additional charges to the customer.

Midway Ford Commercial
 Fleet and Government Sales
 2777 N. Snelling Ave.
 Roseville MN 55113



tswanson@rosevilliamidwayford.com

Fax # 651-638-4880

Travis Swanson
 651-343-5212

C-41 Contract # 36177

F350 4X4- Regular Cab-Cab and Chassis (DRW) 60" Cab to Axle

Vehicle will include the following required OEM equipment if not part of standard base package.

Standard

Automatic Transmission
 Upfitter Switches
 AM/FM Radio
 40 Gal Fuel Tank

Cab Lights
 Air Conditioning
 Wide Load/Trailer Tow Type Mirrors

Options	Code	Price	Select	Exterior Colors		Select	
LT245/75r17E AT	TBM	\$100	X	Dark Blue Pearl Metallic	DX	x	
Limited Slip Diff	X4N	\$280	X	Vermillion Red	F1		
Snow Plow Prep Pkg	473	\$68	X	Green Gem	W6		
Trailer Wiring	531	\$124	X	Pale Adobe Metallic	LQ		
Back-up Alarm	76C	\$100	X	Tuxedo Black Metallic	UH		
Reading Steel 9' Dump Body		\$9,000	X	Sterling Grey Metallic	UJ		
Hitch with wiring		\$925	X	Ingot Silver Metallic	UX		
Western 8'6" Pro Plus Plow		\$4,700	X	Oxford White	Z1		
				Interior Colors			
				Steel only - color for XL			
				Extended Service Contracts		Cost	Select
				5yr/100000m CC F350 Gas 4x2		1220	
				5yr/100000m CC F350 Gas 4x4		1545	
				5yr/100000m CC F350 Diesel 4x2		1630	
				5yr/100000m CC F350 Diesel 4x4		2000	
Option Total		\$14,917					

Base Price	Totals
6.2 Gas	\$22,523.76
Options Price Totals	\$14,917.00
Trade-In	-\$4,500.00
Transit Impr Excise Tax	\$20.00
Tax Exempt Lic	\$51.50
Sales Tax (6.5%)	\$2,141.15
Document fee (If Midway is titling)	\$75.00
Sub total per vehicle	\$35,228.41
Number of Vehicles	1
Grand Total for all units	\$35,228.41

More time and mileage options available

You must have a active FIN code to participate in this purchase contract : FIN code # _____

Purchase Order required prior to order placement

Payment due upon agreed vehicle acceptance

Name of Organization _____

Address _____

City, State, Zip _____

Contact Person/ Phone # _____

Contact's e-mail address and fax # _____

Acceptance Signature _____

Print Name and Title _____ Date _____

Roseville Midway Ford Trade Evaluation

leg

Date _____

Stock # _____

Salesperson Commey

Vehicle History- By Customer

1. Purchased Vehicle New Used _____
Purchase Date 1/20/04

2. Name(s) On Title _____
Is It A Salvage Title?
Yes _____ No

3. Has Vehicle Had Major Mechanical Repairs (>\$500)? Yes _____ No
Type Of Repair _____ Date _____
_____ Date _____

4. Has Vehicle Had Major Body Damage (>\$1000)? Yes _____ No
Type Of Damage Body Date _____
_____ Date _____

5. The Following Repairs Are Needed Cal.
Wash/Wax, Springs, New Flu. Service.

6. Previous Maintenance History:
Frequency Of Oil Changes Twice
Frequency Of Tire Rotations twice
When Were The Brakes Serviced _____
When Was Transmission Serviced _____
When Was The A/C Serviced _____

7. Is There An Extended Warranty On Your Vehicle? Yes _____ No _____

8. Has Your Vehicle Been Rust Proofed?
Yes _____ No _____

9. Does Windshield Need Repair/Replacement?
Yes _____ No _____
Do You Have Glass Insurance Coverage?
Yes _____ No _____

Customer Signature _____

Date _____


C U S T O M E R I N F O	Customer Name <u>City of Lauderdale</u>																
	Address _____																
	City, State, Zip _____																
	Phone () _____																
	Year <u>99</u> Make <u>Ford</u>																
	Model <u>F-350</u> Series <u>XL</u>																
	Ext Color <u>Blue</u> Interior <u>Blue</u>																
	Mileage <u>27,328</u> Over 100,000 Yes _____ No <input checked="" type="checkbox"/>																
	Plate # _____ Exp _____ / _____ Mo Year																
	VIN <table border="1" style="width: 100%; text-align: center; font-size: small;"> <tr> <td>1</td><td>F</td><td>D</td><td>W</td><td>F</td><td>3</td><td>7</td><td>S</td><td>2</td><td>X</td><td>F</td><td>F</td><td>3</td><td>7</td><td>9</td><td>1</td><td>3</td> </tr> </table>	1	F	D	W	F	3	7	S	2	X	F	F	3	7	9	1
1	F	D	W	F	3	7	S	2	X	F	F	3	7	9	1	3	
O P T I O N S	Transmission: <input checked="" type="checkbox"/> Automatic _____ Manual _____																
	<input type="checkbox"/> P Windows _____ <input type="checkbox"/> P Locks _____ ABS _____ CD _____																
	<input type="checkbox"/> Roof _____ <input type="checkbox"/> P Seat <input checked="" type="checkbox"/> X4X4 _____ <input type="checkbox"/> DVD _____																
	<input type="checkbox"/> Cruise _____ <input type="checkbox"/> P Mirrors <input checked="" type="checkbox"/> XAC _____ <input type="checkbox"/> Alloys _____																
	<input type="checkbox"/> Tilt _____ <input type="checkbox"/> Keyless _____ <input type="checkbox"/> Leather _____																
	<input type="checkbox"/> 4 Cyl _____ <input type="checkbox"/> 6 Cyl _____ <input type="checkbox"/> 8 Cyl _____ Diesel <u>6.8</u> Liters																
	Other <u>V-10</u>																
R E C O N D I T I O N I N G	Exterior <u>Res. Front Fender</u> \$ <u>1500</u>																
	Interior <u>Recent</u> \$ <u>200</u>																
	Tires <u>Good</u> \$ _____																
	Brakes <u>Good</u> \$ _____																
	Glass <u>Good</u> \$ _____																
	Mechanical <u>Rear Right Spring Bad</u> \$ <u>450</u>																
	Inspection <u>Oil & Reset</u> \$ _____																
	Detail <u>Change</u> \$ _____																
Other _____ \$ <u>200</u>																	
B U Y E R	Buyer _____ Date _____																
	Amount <u>\$4500</u> <u>\$6500 - Fixed</u>																
	Manager <u>[Signature]</u> <u>\$4500 - AS FS</u>																

2' Dump Body 70.5" H. Height

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date	March 13, 2012
ITEM NUMBER	<u>1921 Eustis Assessment</u>
STAFF INITIAL	<u></u>
APPROVED BY ADMINISTRATOR	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Carol Ferrier, daughter of the late Art and Helen Lindstrom, is requesting the interest on her mother's assessment be waived (see attached letter). I have accepted the request from her as her husband is the executor of the estate.

Helen Lindstrom applied for an assessment deferral, which is an option available to senior home owners. Often seniors do this to avoid the additional assessment expense if they are on a fixed income. Carol does not believe her mother applied for the deferment or agreed to the compounding interest for the deferment. She asked for a copy of her mother's deferment application. Staff have not been able to find it here; the letter the city administrator sent to the county indicated he sent it to them (attached). Carol requested the application from the County as well and they are still looking.

I have conversed with Carol by email and on the phone to explain to her how deferments work and how the interest rate was established. All property owners, whether they agreed or not, were assessed a share of the street project and were charged interest throughout the ten-year assessment repayment period (unless they prepaid the entire assessment). In her mother's case, she accrued additional interest because she opted not to pay on the assessment. Per the county, the interest on the assessment, if paid over 10 years, would have been approximately \$1,100. Since Helen did not pay, she accrued approximately \$1,400 in additional interest (over 9 years).

Carol believes the 6.4% interest rate is "excessive." The interest rate for the assessments was based on the interest rates the City received when it sold bonds for the project. On average, the City paid almost 4.5% on the 2002 project year bonds, and the Council set the interest rate on the unpaid portions of the assessments 2% higher to cover the costs incurred for carrying the unpaid assessments.

Carol is asking the City Council to waive all interest charges in exchange for paying the assessment in April. There is no financial benefit to the City should the Council accept this arrangement. The City will receive the special assessment in its entirety when the property is sold. Special assessments are superior to any other lien on a property, including any outstanding mortgages. If the Council agrees to her proposal, the City will lose about \$2,500 in interest the City is anticipating to cover the outstanding debt from the street improvement projects.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As I mentioned in my email to Carol, it is unfortunate that Helen did not let her family know she made the decision to defer her assessment. However, it was her right whether her family now approves of her decision or not. If it was not Helen's intention to defer the assessment, she would have been paying on it. Residents were well aware they would share some direct cost for the construction going on in their yards.

Forgiving the interest would set a precedent for other families that may want interest forgiven. If the Council forgives any portion of the interest, you will need to articulate how this situation warrants the forgiveness of interest when others would not. The absence of the signed deferment form is not a valid reason as the City has other materials showing she made the request.

OPTIONS:

1. Consider the issue and vote to approve or deny the request.

STAFF RECOMMENDATION:

Motion to deny Carol Ferrier's request to waive the repayment of interest on the special assessment for 1921 Eustis Street.

COUNCIL ACTION:

The City of Lauderdale

1891 Walnut Street

Lauderdale, MN. 55113

March 7, 2012

Dear Heather,

In the absence of a signed document agreeing to an excessive interest rate, on our mother's home at 1921 Eustis St., we are requesting the waiving of this interest rate and would like to offer full payment of the principle (4,328.00) in April, 2012.

Our family moved to Lauderdale (then Rose Hill) in the late 1800s. That homesteaded lot (two houses) has been in our family for over 120 years. Our grandparents and parents helped to make Lauderdale what it is today. Grandfather (Hans Rasmussen) owned a dairy farm and delivered milk to the area residents. Dad was active in the Civil Defense where he contended with emergencies. He served as a Boy Scout leader for many years and was always ready to help when needed, setting up the hockey rink, Halloween party's at the park etc. Mom, Helen Lindstrom (Rasmussen) worked for many years at the voting tables at the village hall, in the kitchen at Lauderdale School and served as a Girl Scout leader. Both were members of Peace Lutheran church.

Surely over 120 years my parents and grandparents paid enough taxes that interest could be waived.

Thank you for your consideration in this matter.

Sincerely,

Carol Ferrier

Art and Helen Lindstrom's daughter

The City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota • 55113
Phone: 651.631.0300 • Fax: 651.631.2066

October 30, 2003

John Fohrenkamm
Ramsey County Property Records and Revenue
Government Center West Building, 50 Kellogg Blvd
St. Paul, MN 55102

**RE: CITY OF LAUDERDALE SPECIAL ASSESSMENT ROLL
2002 STREET AND UTILITY IMPROVEMENTS**

Dear John:

Enclosed is the relevant information related to the City of Lauderdale Special Assessment Roll for the 2002 Street and Utility Improvements in Lauderdale.

That information includes:

- Resolution 092303A: A Resolution Adopting the Assessment for the 2002 Street and Utility Improvements. This resolution specifies that the assessments shall be spread over a 10-year period with a 6.4% interest rate that begins accruing on the date of the approval of this resolution- September 23, 2003;
- The Assessment Roll for the “**4702-2002 Street and Utility Improvements**” indicating the affected address, the property identification number, and the assessment amount;
- Two senior citizen deferral applications for this improvement project.
(1929 Pleasant Street and 1921 Eustis Street)
- There were no partial prepayments for this improvement project.

Please feel free to contact me with any questions or concerns that you may have.

Sincerely,
CITY OF LAUDERDALE

Rick Getschow
City Administrator

Enclosures

Heather Butkowski

From: Heather Butkowski
Sent: Monday, March 05, 2012 2:13 PM
To: 'Peter Ferrier'
Subject: RE: 1921 Eustis st

Dear Carol,

The letter I sent you indicated that the staff at the time sent the deferral applications to the County. Staff looked to see if a copy was kept in our records but we have not found one. It is my understanding that the County wasn't able to provide you a copy of the original application yet either but I believe they are checking off-site storage.

Unfortunately, your mother did not tell you about the deferment and it came as a shock. While there are additional interest costs now, she benefitted by not having to worry about the assessment over the last many years. I have no reason to believe it wasn't your mother's intention to defer the repayment of the assessments as she did not contact the City to find out why her property tax statements did not include the assessment.

While I can't provide you a copy of the deferment application, please let me know if I can be of service in some other way.

Heather
651.792.7657

From: Peter Ferrier [<mailto:peter.carol.ferrier@hotmail.com>]
Sent: Monday, March 05, 2012 10:11 AM
To: Heather Butkowski
Subject: RE: 1921 Eustis st

Dear Heather,

Thank you for the copy of the document dated October 30, 2003. In this document it refers to a "deferral application" made by my mother. Can you please forward a copy of the deferral application so we can see what she agreed upon, particularly the compounding interest rate of 6.4%.

Sincerely,

Carol Ferrier

From: heather.butkowski@ci.lauderdale.mn.us
To: peter.carol.ferrier@hotmail.com
Date: Wed, 29 Feb 2012 12:15:52 -0600
Subject: RE: 1921 Eustis st

pli.ecxMsoNormaldiv.ecxMsoNormalbottom:.0001pt;fontsize:12.0pt;fonta:linkcolor:blue;text-decoration:underlinea:visitedspan.ecxMsoHyperlinkFollowedcolor:purple;text-decoration:underlinepright:0in;marginleft:0in;fontsize:12.0pt;fontpli.ecxMsoAcetatediv.ecxMsoAcetatebottom:.0001pt;font

size:8.0pt;fontspan.ecxEmailStyle18Calibri1F497Dspan.ecxBalloonTextCharspan.ecxEmailStyle21Calibri1F497DecxMsoChp
Defaultsize:10.0ptsize:8.5in11.0indiv.ecxWordSection1

Dear Carol,

Attached is the letter the city administrator sent to the county with your mom's deferment request. Let me know if you have any further questions.

Take care,

Heather Butkowski
City Administrator
651.792.7657

From: Peter Ferrier [<mailto:peter.carol.ferrier@hotmail.com>]

Sent: Thursday, February 23, 2012 12:00 PM

To: Heather Butkowski

Subject: 1921 Eustis st

Heather/Jim

As per my phone conversation with Jim on Feb. 23rd, please e-mail me a copy of the signed deferred payment for street improvements on my mothers (Helen Lindstrom) home at 1921 Eustis St.

Thank you,

Carol Ferrier
(daughter)

Peter & Carol Ferrier

<http://www.callawassieisland.com>

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 27, 2012

ITEM NUMBER Police Contract

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Due to budgetary uncertainty, the City Council came to an agreement with St. Anthony for police services through 2012 last year. This means the Council needs to come to an agreement for police protection for 2013 by mid-June. Attached is St. Anthony's proposal for 24 hour coverage. It is basically the same agreement at the same price proposed last year. The Council does not know at this point how much aid it will receive for 2013 (and likely won't know until the next legislative session).

While the Council thinks the service the police department provides is very good overall, I have heard some concerns over time that I would like to address with Chief Ohl during the contract renewal. I am asking the Council for perspective on things the police do really well and you want them to continue doing and those areas that you have concerns about. I will put together a letter with this information and send it over to St. Anthony with any proposed changes to the contract you think should be made.

Also during the meeting we should discuss whether you want staff to work with St. Anthony on a reduced level of service if push comes to shove.

OPTIONS:

1. Review and discuss the contract proposed.
2. Decide whether the Council wants staff to work with the Chief on a plan for a different level/type of service to lower the cost.
3. Discuss the service provided; the city administrator will then discuss highlighted items with Chief Ohl.

STAFF RECOMMENDATION:

COUNCIL ACTION:

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of _____, 2014 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF LAUDERDALE, a municipal corporation under the laws of the State of Minnesota ("Lauderdale"). The services to be performed under this Agreement will commence January 1, 20123.

I. PURPOSE

St. Anthony and Lauderdale have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Lauderdale. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Lauderdale. St. Anthony will provide feedback to the Lauderdale City Administrator and City Council on a regular and timely basis, and will actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the preparation by Lauderdale of a Request for Proposal for Police Services and the submission of a responsive Proposal by St. Anthony (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

St. Anthony will provide Lauderdale with 24 hour police service, and will physically place a certified officer within the boundaries of Lauderdale 24 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 24 hours of police protection and police presence each day within the City of Lauderdale. In those instances stated above when an officer is not physically present in Lauderdale, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Lauderdale the same police service extended to persons and property within St. Anthony, which will include, but not be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Lauderdale 24 hours each day, subject only to the exceptions noted above;
- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;

- D. Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch.
- E. Enforcement of all ordinances of Lauderdale which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
- F. Ticketing for traffic violations will be done routinely during normal shifts;
- G. Crime prevention programs that encourage community involvement and investment in the City of Lauderdale.
- H. Criminal investigations.
- I. Reports on police services and activities, including weekly, monthly and annual police reports;
- J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
- K. Officers will be available at Lauderdale City Hall to answer questions from, and provide information regarding police activities to, Lauderdale residents, business owners and staff on an as-needed basis;
- L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
- M. Review and comment, upon request, of proposed Lauderdale ordinances affecting police services or enforcement;
- N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
- O. Special event traffic patrol services.

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 20123, and will continue until December 31, 20123. In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of ~~\$596,069~~ 602,030 for the year 20123, for police service under this Agreement.

VI. METHOD OF PAYMENT

St. Anthony will bill Lauderdale monthly for 1/12 of the annual fee, and Lauderdale will promptly remit payments to St. Anthony within 30 days after receiving each billing from St. Anthony.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of St. Anthony police officers under this Agreement, and will hold Lauderdale, its officers and employees harmless for any

liability resulting from actions of a St. Anthony employee and shall defend Lauderdale, its officers and employees, against any claim for damages arising out of St. Anthony's performance of this Agreement; provided, however, that if the claim, action or liability is one which is insured by St. Anthony's liability insurer, Lauderdale will bear the first \$5,000.00 of expense for any such claim, action or liability, or expenses relation thereto, including attorneys' fees, to the extent not covered by the insurer because of a deductible amount under the policy (which deductible amount is currently \$10,000.00).

VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Lauderdale will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services and activities, will be within the exclusive control of St. Anthony. The parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

IX. JOINT ADVISORY COMMITTEE

Both cities will appoint members to a Joint Advisory Committee. The committee will meet at least once a year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Lauderdale will be included in all Cooperative Agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Lauderdale under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Lauderdale may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Lauderdale at the Lauderdale City Hall, and Lauderdale will have facilities available to the officers at Lauderdale City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Lauderdale will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment matters will be the obligation of St. Anthony. Lauderdale will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Lauderdale.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Lauderdale. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Lauderdale.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE

St. Anthony officers assigned to duty within Lauderdale will enforce Lauderdale ordinances to the extent appropriate for enforcement by police officers.

XVI. OFFICERS OF LAUDERDALE

The officer's assigned duty within Lauderdale will be provided with authority to enforce the laws of the City of Lauderdale by proper action to be taken by the Lauderdale City Council, and while performing services under this Agreement will be considered police officers of Lauderdale. The Chief of Police of St. Anthony will furnish to the Lauderdale City Administrator the names of all St. Anthony police officers assigned to Lauderdale and all such officers will be appointed officers of the City of Lauderdale.

XVII. OFFENSES

All offenses within Lauderdale charged by police officers under this Agreement will be charged in accordance with Lauderdale ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVIII. COMMUNICATIONS

St. Anthony agrees to provide the Lauderdale Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Lauderdale City Administrator.

The St. Anthony Police Chief will regularly communicate with the Lauderdale City Administrator in order to ensure that Lauderdale is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Lauderdale City Council.

XIX. PROSECUTION AND REVENUES

Lauderdale will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Lauderdale. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2012³ and will continue until December 31, 2012³ or until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Lauderdale shall establish the fee for police services for the time period after December 31, 2012³ by June 15, 2012³.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by June 15, 2012. Termination of this Agreement shall be effective on December 31st at 11:59 p.m. of the year that either Lauderdale or St. Anthony terminates the Agreement.

XXII. REVIEW OF AGREEMENT

From time to time the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Lauderdale deem necessary.

XXIII. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Lauderdale (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF LAUDERDALE

CITY OF ST. ANTHONY

By: _____
Mayor

By: _____
Mayor

By: _____
City Administrator

By: _____
City Manager

Date: _____

Date: _____

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 13, 2012

ITEM NUMBER Municipal Liquor

STAFF INITIAL ABS

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Since the last meeting:

- Paul spoke with the property owners along Larpenteur Avenue.
- I met with Paul and Stacie Kvilvang from Ehler's to discuss financing options for Larpenteur Avenue redevelopment and the municipal liquor store.
- The liquor store committee met again on March 6.

Paul and I are scheduled to meet with Croix Oil again on Monday. Councilors Gaasch and Hawkinson won't be at the meeting so I will provide the Council an update on the progress being made.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION: