

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, FEBRUARY 14, 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 January 24, 2012, City Council Meeting
 - c. Claims Totaling \$90,531.13
4. **CONSENT**
 - a. 2012 Rental Housing and Business Licenses
 - b. 2012 Garbage Haulers Licenses
 - c. December Finances
 - d. Fourth Quarter / Year-End Investment Report
 - e. Replacement Computer Purchase
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.

 - a. Hamline Autobody Conditional Use Permit Application
8. **DISCUSSION / ACTION ITEMS**
 - a. Hamline Autobody Conditional Use Permit Application
 - b. Personnel Policy Discussion
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Legislative Updates by State Senator John Marty and State Representative Mindy Greiling
 - b. Annual Police Report

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. CLOSED SESSION

- a. Union Negotiations

14. ADJOURNMENT

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

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January 24, 2012

Mayor Dains called the City Council meeting to order at 7:35 p.m.

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

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator.

Mayor Dains asked for changes to the meeting agenda. Councilor Mac Lean added the donation of a photograph to the agenda. **Councilor Grove moved to approve the agenda as amended. Councilor Hawkinson seconded the motion and it passed unanimously.**

Councilor Gaasch moved to approve the January 10, 2012, City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Mac Lean moved approval of the claims totaling \$33,692.26. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Gaasch moved the consent agenda approving 2012 rental housing and business licenses and approving purchase of a replacement computer for the deputy clerk. Councilor Mac Lean seconded the motion and it passed unanimously.

Seth Dahlquist, 1966 Walnut Street, addressed the Council. He recently purchased a photo of the Lauderdale School and school board from 1921 and wanted to donate it to the City. The council discussed the value of the photo to the City and thanked Dahlquist for donating it.

The Council discussed the draft ordinance that would prohibit parking in alleys for longer than 20 minutes. Staff will ask the city attorney to review it prior to adoption.

Butkowski reviewed the preliminary agenda for the next meeting, which included garbage hauler licenses, Hamline Autobody's conditional use permit application, December Finances, and year-end investment report.

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

The Mayor asked if anyone present wished to address the Council. No one addressed the Council.

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

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City consultant Paul Bilotta addressed the Council. He identified for the Council the next steps in determining if and where to locate a municipal liquor store. He suggested establishing a liquor store committee with members from council and staff. Councilors Gaasch and Hawkinson volunteered. The Council also directed staff to contact Brian Malzer to see if he would be willing to sit on the committee. The Mayor also suggested hosting a meeting with the business community again to keep them informed.

The Council moved into closed session to perform the city administrator's annual performance review.

The Council came out of closed session and discussed approving the step increase previously established in the City's employment agreement with Butkowski.

Councilor Mac Lean motioned to move Butkowski's compensation to Step 5 of the city administrator's pay scale per the employment agreement. Councilor Gaasch seconded the motion and it passed unanimously.

There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 9:01 p.m.

Respectfully submitted,



Heather Butkowski
City Administrator

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

February 14, 2012 City Council Meeting

<u>Payroll</u>		
02/10/12 Payroll:	Direct Deposit # 501318-501325, 021082	\$8,478.75
02/10/12 Payroll:	Payroll Liabilities, e-payments #632E-634E	\$6,143.93
<u>Vendor Claims</u>		
02/14/12 Claims:	Check #'s 21083-21084, 631E	\$372.23
02/14/12 Claims:	Check #'s 21085-21111	\$75,536.22
SUBTOTAL		\$90,531.13

Total Claims for Approval	\$90,531.13
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CITY OF LAUDERDALE

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***Claim Register©**

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FEBRUARY 2012

Claim Type	Direct				
Claim#	18	NORTH STAR BANK, CHECKING S	Ck# 000632E	2/3/2012	
Cash Payment	G 101-21701	FEDERAL TAXES	02/03/2012	Payroll	\$1,308.72
	Invoice				
Cash Payment	G 101-21703	FICA WITHHOLDING.	02/03/2012	Payroll	\$1,815.05
	Invoice				
Transaction Date	2/3/2012	Due 0	NORTH STAR CHEC	10100	Total \$3,123.77
Claim#	19	PERA	Ck# 000633E	2/3/2012	
Cash Payment	G 101-21704	PERA	02/03/2012	Payroll	\$1,604.64
	Invoice				
Transaction Date	2/3/2012	Due 0	NORTH STAR CHEC	10100	Total \$1,604.64
Claim#	20	ICMA RETIREMENT TRUST - 457	Ck# 000634E	2/3/2012	
Cash Payment	G 101-21705	ICMA RETIREMENT	02/03/2012	Payroll	\$1,415.52
	Invoice				
Transaction Date	2/3/2012	Due 0	NORTH STAR CHEC	10100	Total \$1,415.52
	Claim Type	Direct		Total	\$6,143.93

Pre-Written Checks	\$6,143.93
Checks to be Generated by the Compute	\$0.00
Total	\$6,143.93

CITY OF LAUDERDALE

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FEBRUARY 2012

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk# 000631E 1/30/2012 MN DEPARTMENT OF REVENUE

G 101-21710 SALES & USE TAX	\$28.00	2011 MN sales & use tax
Total MN DEPARTMENT OF REVENUE	\$28.00	

Paid Chk# 021083 2/14/2012 RAMSEY COUNTY, PROP REC & REV

E 101-41100-352 PUBLIC INFO NOTICES	\$158.01	2011 Property Tax Notice
Total RAMSEY COUNTY, PROP REC & REV	\$158.01	

Paid Chk# 021084 2/14/2012 ST PAUL REGIONAL WATER SERVICE

E 101-45200-382 WATER	\$155.18	4Q11 Water - Warming House
E 601-49000-382 WATER	\$15.52	4Q11 Water - PW Garage
E 101-43000-382 WATER	\$15.52	4Q11 Water - City Hall
Total ST PAUL REGIONAL WATER SERVICE	\$186.22	

10100 NORTH STAR CHECKING **\$372.23**

Fund Summary

10100 NORTH STAR CHECKING

101 GENERAL	\$356.71
601 SEWER UTILITIES	\$15.52
	\$372.23

CITY OF LAUDERDALE

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FEBRUARY 2012

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
ABDO EICK & MEYERS LLP					
E 602-49100-301	2/14/2012	AUDITING	\$240.00		2011 financial audit
E 601-49000-301	2/14/2012	AUDITING	\$240.00		2011 financial audit
E 101-41500-301	2/14/2012	AUDITING	\$1,920.00		2011 financial audit
Total ABDO EICK & MEYERS LLP			\$2,400.00		
ALL FLAGS, LLC					
E 101-41200-201	2/14/2012	GENERAL SUPPLIES	\$68.64		3 Nylon US Flags for City Hall
Total ALL FLAGS, LLC			\$68.64		
CARTRIDGECARE INC.					
E 101-41200-201	2/14/2012	GENERAL SUPPLIES	\$41.78		1 Toner Cartridge
Total CARTRIDGECARE INC.			\$41.78		
CINTAS					
E 602-49100-425	2/14/2012	CLOTHING	\$64.58		PW Clothing
E 601-49000-425	2/14/2012	CLOTHING	\$64.58		PW Clothing
Total CINTAS			\$129.16		
CITY OF FALCON HEIGHTS					
E 101-42100-322	2/14/2012	FIRE FALSE ALARMS	\$240.89		1/12 Fire Call - False Alarm
E 101-42100-321	2/14/2012	FIRE CALLS	\$3,372.39		1/12 Fire Calls
Total CITY OF FALCON HEIGHTS			\$3,613.28		
CITY OF ROSEVILLE					
E 101-41200-391	2/14/2012	TELEPHONE/PAGERS	\$95.40		2/12 phone service
E 101-41200-306	2/14/2012	CONSULTING FEES	\$398.75		2/12 IT services
Total CITY OF ROSEVILLE			\$494.15		
CITY OF ST ANTHONY					
E 101-42100-319	2/14/2012	POLICE CONTRACT	\$49,672.42		2/12 Police Contract
Total CITY OF ST ANTHONY			\$49,672.42		
CITY OF WHITE BEAR LAKE					
E 101-43000-327	2/14/2012	OTHER SERV- SEWER/NPDES I	\$219.12		2012 RC GIS Fees
Total CITY OF WHITE BEAR LAKE			\$219.12		
CROIX OIL					
E 602-49100-212	2/14/2012	MOTOR FUELS	\$28.24		1/12 Motor Fuels
E 601-49000-212	2/14/2012	MOTOR FUELS	\$28.24		1/12 Motor Fuels
E 101-43000-212	2/14/2012	MOTOR FUELS	\$131.78		1/12 Motor Fuels
Total CROIX OIL			\$188.26		
GAMETIME					
E 404-48404-525	2/14/2012	PLAYGROUND (CDBG)	\$2,647.12		Replacement Parts - Playground Equipment
Total GAMETIME			\$2,647.12		
GOPHER STATE ONE-CALL					

CITY OF LAUDERDALE

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FEBRUARY 2012

			Check Amt	Invoice	Comment
E 101-43400-386	GOPHER STATE ONE CALL		\$17.50		1/12 Locates
Total GOPHER STATE ONE-CALL			\$17.50		
<hr/>					
Paid Chk# 021096	2/14/2012	HEWLETT-PACKARD CO			
E 101-41200-538	COMPUTER SOFTWARE & EQU		\$647.84		New PC - Deputy Clerk
Total HEWLETT-PACKARD CO			\$647.84		
<hr/>					
Paid Chk# 021097	2/14/2012	HOME DEPOT CRC			
E 101-43000-228	MISC REPAIRS MAINT SUPPLIE		\$56.73		City Hall Supplies
Total HOME DEPOT CRC			\$56.73		
<hr/>					
Paid Chk# 021098	2/14/2012	HUGHES AND COSTELLO			
E 101-41500-355	MISC PRINTING/PROCESS SER		\$8.80		01/12 Legal Fees
E 101-41500-300	LEGAL FEES - PROSECUTING		\$850.00		01/12 Legal Fees
Total HUGHES AND COSTELLO			\$858.80		
<hr/>					
Paid Chk# 021099	2/14/2012	KONICA MINOLTA			
E 101-41200-401	COPIER CONTRACT		\$227.95		02/12 Copier Contract
Total KONICA MINOLTA			\$227.95		
<hr/>					
Paid Chk# 021100	2/14/2012	LILLIE SUBURBAN NEWS			
E 101-41100-352	PUBLIC INFO NOTICES		\$114.00		Public Notice - 2012 Budget
E 101-43400-355	MISC PRINTING/PROCESS SER		\$33.25		Public Notice - Hamline CUP
Total LILLIE SUBURBAN NEWS			\$147.25		
<hr/>					
Paid Chk# 021101	2/14/2012	MET-COUNCIL ENVIRONMENTAL SER.			
E 601-49000-387	WATER TREATMENT SERVICE		\$9,765.51		3/12 Wastewater Treatment
Total MET-COUNCIL ENVIRONMENTAL SER.			\$9,765.51		
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Paid Chk# 021102	2/14/2012	MUNICIPAL/COMMERCIAL SEWER			
E 601-49000-327	OTHER SERV- SEWER/NPDES I		\$630.00		Emergency Sewer Jetting at Eustis/Como
Total MUNICIPAL/COMMERCIAL SEWER			\$630.00		
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Paid Chk# 021103	2/14/2012	PREMIUM WATERS, INC			
E 101-41200-208	WATER DELIVERY		\$25.77		01/12 Water Delivery
Total PREMIUM WATERS, INC			\$25.77		
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Paid Chk# 021104	2/14/2012	RAMSEY COUNTY, PROP REC & REV			
G 101-21706	HEALTH INSURANCE		\$429.15		2/12 insurance benefits
E 101-42100-442	MISC		\$6.24		01/12 800 MHz radio licenses
E 101-42100-318	911 Dispatch		\$1,010.43		01/12 911 Dispatch
E 101-41200-355	MISC PRINTING/PROCESS SER		\$25.00		2/12 insurance benefits
Total RAMSEY COUNTY, PROP REC & REV			\$1,470.82		
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Paid Chk# 021105	2/14/2012	RAPIT PRINTING			
E 101-41200-353	NEWSLETTER PRINTING		\$628.00		1Q 2012 Newsletter Printing
Total RAPIT PRINTING			\$628.00		
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Paid Chk# 021106	2/14/2012	SAM S CLUB			

CITY OF LAUDERDALE

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FEBRUARY 2012

			Check Amt	Invoice	Comment
E 101-41200-442	MISC		\$70.00		2012 Annual Membership
Total SAM S CLUB			\$70.00		
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Paid Chk#	021107	2/14/2012	SPRINGSTED		
E 101-41200-308	TRAINING\CONFERENCES		\$100.00		JB - Professional Devel. Academies 1,2,3
Total SPRINGSTED			\$100.00		
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Paid Chk#	021108	2/14/2012	UNIVERSITY OF MINNESOTA		
E 101-43400-308	TRAINING\CONFERENCES		\$175.00		DH-2012 Shade Tree Seminar
Total UNIVERSITY OF MINNESOTA			\$175.00		
<hr/>					
Paid Chk#	021109	2/14/2012	WASTE MANAGEMENT		
E 101-43000-384	REFUSE DISPOSAL		\$160.54		2/12 Refuse Disposal - Public Works
Total WASTE MANAGEMENT			\$160.54		
<hr/>					
Paid Chk#	021110	2/14/2012	XCEL ENERGY, CITY HALL		
E 101-43000-383	GAS UTILITIES		\$322.64		1/12 City Hall Utilities - Gas
E 101-43000-381	ELECTRIC		\$196.79		1/12 City Hall Utilities - Electric
Total XCEL ENERGY, CITY HALL			\$519.43		
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Paid Chk#	021111	2/14/2012	XCEL ENERGY, STREET LIGHTING		
E 101-43000-381	ELECTRIC		\$43.93		1/12 Bridge Lights
E 101-43000-380	STREET LIGHT UTILITY		\$517.22		1/12 Street Lights
Total XCEL ENERGY, STREET LIGHTING			\$561.15		
10100 NORTH STAR CHECKING			\$75,536.22		

Fund Summary

10100 NORTH STAR CHECKING

101 GENERAL	\$61,827.95
404 PARK IMPROVEMENT	\$2,647.12
601 SEWER UTILITIES	\$10,728.33
602 STORM SEWER ENTERPRISE FUND	\$332.82
	<hr/>
	\$75,536.22

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date February 14, 2012

ITEM NUMBER: 2012 Rental &
Business Licenses

STAFF INITIAL: KK

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A list of rental property and business owners who have completed the rental housing inspections and/or renewed their application for licensure for 2012.

Northeast Tree Service—Tree Contractor
Branch and Bough Tree Service—Tree Contractor
A-1 Walsh Inc.— Tree Contractor
Boehm Heating—HVAC License
1626 Rosehill Circle—Rental Housing
1804 Eustis Street—Rental Housing
1764 Pleasant Street—Rental Housing

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:

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____ X _____	MEETING DATE <u>February 14, 2012</u>
Special _____	ITEM NUMBER <u>2012 Garbage Hauler Licenses</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action _____	
Resolution _____	
Work session _____	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The following five companies have submitted complete residential and/or commercial garbage hauler license applications for 2/1/12-1/31/13:

<u>Company</u>	<u>Residential License (# of Trucks)</u>	<u>Commercial License (# of Trucks)</u>
Waste Management	2	5
Walter's	1	1
Veolia	1	1
Allied Waste	1	3
Aspen Waste	0	3

OPTIONS:

- 1) Approve as consent item.
- 2) Do not approve as consent item.

STAFF RECOMMENDATION:

By approving the consent agenda, the council is approving the 2012 garbage hauler licenses for Waste Management, Walter's, Veolia, Allied Waste, and Aspen Waste.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date February 14, 2012

ITEM NUMBER December Finances

STAFF INITIAL

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month I provide the Council with an updated copy of the city's finances. Following are the numbers for December (does not show any audit entries).

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's finances for December 2011.

COUNCIL ACTION:

GENERAL FUND REVENUE

	2009	2010	2011	2011	2012	
	Actual	Actual	Adopted	As of Dec. 31	Proposed	
CITY LEVIED TAXES						
31010	Current Ad Valorem	425,397	411,088	470,047	418,398	496,993
31020	Delinquent Ad Valorem	3,534	1,841	-	10,406	-
31040	Fiscal Disparities	101,843	109,600	110,683	107,957	101,159
	SUB TOTAL PROPERTY TAXES	530,775	522,528	580,730	536,761	598,152
STATE AIDE						
33401	Local Government Aide	557,218	516,153	519,747	516,153	516,153
33405	PERA Rate Increase Aide	1,198	1,198	1,198	1,198	1,198
33406	Market Value Home Credit	28,839	101	(31,811)	64	-
	TOTAL STATE AIDE	587,255	517,452	489,134	517,415	517,351
LICENSES AND FEES						
32110	3.2 Alcohol License	150	150	150	150	150
32120	Cigarette License	200	600	400	400	400
32130	Garbage Hauler Licenses	1,170	1,275	750	1,125	1,000
32140	HVAC Licenses	890	1,453	600	1,250	600
32150	Tree Company License	140	700	300	300	300
32180	Rental License Fee	3,366	4,091	3,000	3,534	3,000
32240	Animal Licenses	290	390	250	380	250
34101	City Hall/Park Rental	3,945	4,955	2,500	7,080	4,000
43103	Administrative Fee	83	-	200	25	-
34105	Sale of Publications	-	-	-	64	-
34109	Copies	61	51	50	-	50
34114	Advertising sales	-	50	-	75	-
34115	Miscellaneous Revenue	-	-	-	-	-
	TOTAL LICENSES AND FEES	10,295	13,715	8,200	14,383	9,750
REVENUE OTHER						
36100	Special Assessments	9,677	20,918	-	45,304	-
36101	Principal	-	-	-	-	-
36102	Penalties and Interest	2,182	1,485	-	4,965	-
36103	Tree Removal	-	-	-	-	-
36200	Miscellaneous Revenue	-	-	-	-	-
36211	Investment Interest	11,018	6,492	7,000	6,991	6,000
36230	Donations	-	3,000	-	1,500	-
36231	Dog Park Donations	50	10	-	25	-
36240	State Surcharge - Construction Permits	539	336	250	444	300
36250	Refunds and Reimbursements	3,511	1,140	-	-	-
36252	LMCIT Insurance Dividend	2,905	3,015	-	3,783	-
36255	Miscellaneous	-	-	-	23	-
39101	Sales Fixed Assets	1	-	-	-	-
	TOTAL OTHER REVENUE	29,882	36,396	7,250	63,035	6,300
	PUBLIC SAFETY	40,547	41,330	34,500	48,308	38,500
	PLANNING & INSPECTIONS	20,487	13,674	10,600	13,894	8,200
	TRANSFERS FROM OTHER FUNDS	-	-	-	-	-

GENERAL FUND REVENUE

	2009 Actual	2010 Actual	2011 Adopted	2011 As of Dec. 31	2012 Proposed
TOTAL GENERAL FUND REVENUE	1,219,241	1,145,095	1,130,414	1,193,796	1,178,253
GENERAL FUND EXPENDITURES					
Legislative	22,634	24,481	26,193	25,429	27,563
Administrative	168,728	144,697	157,366	141,947	163,030
Audit, Elections, and Legal Services	6,234	46,958	48,857	41,923	52,873
Public Safety					
Police	582,567	585,398	605,287	599,966	613,695
Fire	35,529	29,232	32,500	32,782	35,500
Prosecution	11,545	-	-	-	-
Public Works	92,877	86,632	105,044	90,544	101,724
Planning & Inspections	22,568	46,241	56,322	41,876	52,620
Parks and Recreation	71,716	63,978	64,845	63,001	65,248
Development	1,235	1,648	14,000	5,882	26,000
EXPENDITURES BEFORE TRANSFERS	1,015,633	1,029,264	1,110,414	1,043,349	1,138,253
Contingency	-	-	20,000	-	20,000
Transfers Out	31,000	112,594	-	-	20,000
TOTAL GENERAL FUND EXPENDITURES	1,046,633	1,141,858	1,130,414	1,043,349	1,178,253

<u>LEGISLATIVE (41100)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed
EXPENDITURES						
Personnel						
103	Part-time employees	13,200	13,200	13,200	13,200	13,200
122	FICA	1,010	1,010	1,010	1,010	1,010
151	Workers Comp	59	118	103	98	103
	Subtotal Personnel	14,269	14,328	14,313	14,308	14,313
General Operations						
201	General Supplies	-	39	-	100	-
202	Permanent Supplies	-	-	-	-	-
203	Postage	84	-	-	-	-
305	Legal Fees	-	500	-	-	-
308	Training and Conferences	-	930	2,000	1,634	3,000
331	Travel	24	72	130	337	500
352	Public Notices	292	391	700	634	700
361	General Liability	5,228	5,331	6,000	5,556	6,000
438	Dues and Subscriptions	2,671	2,695	2,800	2,756	2,800
439	Special Events	-	-	-	-	-
440	Meeting Expenses	66	196	250	104	250
442	Miscellaneous Expenses	-	-	-	-	-
	Subtotal General Operations	8,365	10,153	11,880	11,121	13,250
Capital Equipment						
530	Furniture and Equipment	-	-	-	-	-
538	Computer software and Equipment	-	-	-	-	-
	Subtotal Capital Equipment	-	-	-	-	-
	TOTAL LEGISLATIVE EXPENSE:	22,634	24,481	26,193	25,429	27,563

ADMINISTRATION & FINANCE (41200)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed
EXPENDITURES						
Personnel						
101	Full-time employees	102,536	90,954	93,081	89,552	99,551
104	Temp. employees	-	-	-	-	-
121	PERA	6,836	6,470	6,748	6,405	7,217
122	FICA	8,004	7,297	7,121	7,074	7,616
131	Benefits (health, dental, etc)	9,272	10,116	11,340	10,624	12,150
142	Unemployment Benefits	-	55	-	110	-
151	Workers Compensation	559	965	726	712	796
	Subtotal Personnel	127,206	115,857	119,016	114,477	127,330
General Operations						
201	General Supplies	1,731	1,899	2,200	596	1,500
203	Postage	1,817	2,626	4,000	2,570	3,500
208	Water cooler water	303	277	450	295	400
301	Auditing	12,904	-	-	-	-
305	Legal contract - Civil	3,567	-	-	-	-
306	Consulting fees (IT Support)	5,440	5,440	5,500	5,440	6,000
307	Computer Services (Banyon)	1,560	1,561	1,600	1,561	1,600
308	Training and conferences	1,004	772	2,000	1,315	2,000
309	Newspaper - Roseville Review	-	-	-	-	-
327	Other Services	-	-	-	108	400
331	Travel Expenses	929	765	1,200	711	1,000
352	Public information and notices	726	662	1,500	689	1,000
353	Newsletter Printing	2,469	2,438	4,000	2,508	3,000
354	Phonebook Printing	-	-	-	-	-
355	Miscellaneous printing & process	285	1,000	1,200	270	500
361	General liability	4,652	4,955	5,300	5,113	5,500
391	Telephones/Fax (City Hall)	1,769	1,666	2,000	1,739	2,000
401	Copier	379	1,349	2,800	2,852	3,000
404	Computer Repair/Maintenance	-	-	-	-	-
409	Other equipment repair	-	-	-	-	-
438	Dues and Subscriptions	1,474	2,491	3,000	1,476	2,600
440	Meeting Expenses	85	159	100	53	200
442	Miscellaneous expenses	78	779	500	173	500
	Subtotal General Operations	41,172	28,840	37,350	27,470	34,700
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	351	-	1,000	-	1,000
	Subtotal Capital	351	-	1,000	-	1,000
	TOTAL EXPENSES	168,728	144,697	157,366	141,947	163,030

AUDITING, ELECTIONS, AND LEGAL SERVICES (41500)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed

EXPENDITURES

Personnel

101	Full-time employees	3,724	12,440	6,952	10,967	9,899
104	Temp. employees	968	2,242	-	-	2,500
121	PERA	239	869	504	760	535
122	FICA	296	974	532	847	565
131	Benefits (health, dental, etc)	198	1,486	840	1,370	900
151	Workers Compensation	35	105	54	57	74
	Subtotal Personnel	5,461	18,116	8,882	14,001	14,473

General Operations

201	General Supplies	-	512	-	-	300
300	Legal Services - Prosecution	-	10,032	12,000	10,200	12,000
301	Auditing	-	12,880	14,000	13,576	14,000
305	Legal Services - Civil	-	4,581	12,000	3,404	10,000
327	Other Services	586	432	800	426	700
331	Travel Expenses	-	-	75	-	-
352	Public information & Notices	96	-	100	-	500
355	Miscellaneous Fees	-	406	1,000	316	700
409	Other equipment and repair	-	-	-	-	-
440	Meeting expenses	91	-	-	-	200
442	Miscellaneous expenses	-	-	-	-	-
	Subtotal General Operations	774	28,842	39,975	27,922	38,400

Capital Expenditures

530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-

TOTAL EXPENSES	6,234	46,958	48,857	41,923	52,873
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PUBLIC SAFETY (42100)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed
REVENUE						
34202	False Fire Alarm	424	-	500	223	500
34203	Fire Inspection Fee	-	-	1,000	-	1,000
34205	Fire Call Reimbursement	1,252	-	-	-	-
35101	Court Fines (including traffic tickets)	38,872	41,330	33,000	48,085	37,000
	TOTAL REVENUE	40,547	41,330	34,500	48,308	38,500
EXPENDITURES						
General Operations						
305	Legal Fees - Prosecution	10,152	-	-	-	-
355	Miscellaneous fees - Printing	1,392	-	-	-	-
	Subtotal Prosecution	11,545	-	-	-	-
318	911 Dispatch	-	-	9,620	9,620	12,126
319	Police Contract	578,250	578,595	590,167	590,167	596,069
360	General Liability	-	-	5,000	-	5,000
391	Telephone/Pager	-	-	-	-	-
442	Miscellaneous Exp.	4,317	6,803	500	179	500
	Subtotal Police	582,567	585,398	605,287	599,966	613,695
320	Fire Contract	18,630	17,826	18,000	17,685	18,000
321	Fire Calls	16,475	11,186	13,000	14,874	16,000
322	False Fire Alarms	424	219	500	223	500
323	Fire Inspections	-	-	1,000	-	1,000
	Subtotal Fire	35,529	29,232	32,500	32,782	35,500
	TOTAL EXPENSES	629,641	614,630	637,787	632,748	649,195

PUBLIC WORKS (43000)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed
EXPENDITURES						
Personnel						
101	Full-time employees	44,294	31,244	27,248	31,449	28,066
102	Overtime/On-Call	2,191	3,030	3,000	2,451	3,000
121	PERA	3,004	2,573	2,193	2,453	2,252
122	FICA	3,516	2,920	2,314	2,720	2,377
131	Benefits (health, dental, etc)	4,702	4,162	4,200	4,505	4,500
151	Workers Compensation	2,097	3,549	2,526	2,487	1,429
	Subtotal Personnel	59,804	47,477	41,481	46,065	41,624
General Operations						
202	Permanent Supplies	-	305	-	676	500
212	Motor Fuels	1,587	2,500	2,200	3,130	3,000
213	Lubricants and other fluids	-	-	-	46	-
225	Landscaping Materials	15	-	963	21	-
226	Signs	-	-	-	-	-
227	Tools and Equipment	-	-	-	-	-
228	Miscellaneous Repairs & Supplies	1,008	457	1,500	2,469	2,000
304	Engineering Contract	-	337	3,000	-	1,000
308	Training and conferences	165	165	400	165	400
313	Snow and Ice Removal Contact	5,207	11,268	15,000	11,442	15,000
314	Street Sweeping Contract	5,062	5,026	6,000	4,762	6,000
317	Tree Service	3,214	3,642	10,000	3,441	10,000
324	Alley Repair	-	-	1,000	-	1,000
327	Other Services/ Floor Maintenance	356	328	3,000	1,364	1,500
328	Street Repair	-	-	500	-	-
380	Electricity - Street Lighting	6,168	5,896	6,400	6,177	6,400
381	Electricity	2,457	3,067	3,400	3,119	3,200
382	Water	69	63	100	52	100
383	Gas Utilities	3,075	2,674	4,000	2,622	3,500
384	Refuse Disposal	1,189	1,481	1,600	1,967	3,000
391	Telephone/Pagers	534	488	500	361	500
402	Truck repair and Maintenance	2,968	1,363	3,800	2,653	3,000
426	Machinery rental	-	-	-	-	-
442	Miscellaneous	-	96	200	12	-
	Subtotal General Operations	33,073	39,154	63,563	44,479	60,100
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
538	Land	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	92,877	86,632	105,044	90,544	101,724

		2009	2010	2011	2011	2012
<u>PLANNING & INSPECTIONS (43400)</u>		Actual	Actual	Adopted	As of Dec. 31	Proposed
REVENUE						
	Other					
32210	Building Permits	11,688	9,163	7,000	8,967	5,000
32211	Zoning Permit Applications	1,210	700	200	850	500
32225	Plan Review	4,692	1,488	2,000	1,559	1,000
32230	Plumbing Permits	1,236	1,248	600	768	700
32270	HVAC Permits	1,410	975	800	1,650	1,000
32280	Street Excavation	100	100	-	100	-
34110	Variance Fee	150	-	-	-	-
34112	Conditional Use Permit	-	-	-	-	-
34113	Zoning Amendment	-	-	-	-	-
	TOTAL REVENUE	20,487	13,674	10,600	13,894	8,200
EXPENDITURES						
Personnel						
101	Full-time employees	14,686	27,923	31,308	25,898	32,444
121	PERA	963	1,966	2,270	1,843	2,352
122	FICA	1,169	2,330	2,395	2,183	2,482
131	Benefits (health, dental, etc)	1,110	3,409	4,410	3,604	4,725
151	Workers Compensation	207	1,224	1,339	1,319	1,317
	Subtotal Personnel	18,136	36,852	41,722	34,847	43,320
General Operations						
201	General Supplies	-	-	-	-	-
202	Permanent Supplies	-	-	-	-	-
203	Postage	173	219	500	360	300
306	Consulting Fees	452	8,015	10,000	5,228	5,300
308	Training and conferences	450	450	500	500	500
312	Building Inspector	2,408	35	2,500	-	2,000
327	Other Services	-	-	-	-	-
331	Travel Expenses	-	-	-	-	-
355	Miscellaneous Printing	-	-	-	-	-
386	Gopher State One Call	531	422	600	486	600
442	Miscellaneous expenses	-	10	-	175	200
443	Surcharge Report	419	239	500	280	400
	Subtotal General Operations	4,432	9,389	14,600	7,029	9,300
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	22,568	46,241	56,322	41,876	52,620

<u>PARKS AND RECREATION (45200)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed
EXPENDITURES						
Personnel						
101	Full-time employees	51,253	41,317	37,855	41,006	38,932
104	Temp. employees	3,555	4,403	6,000	4,199	6,000
121	PERA	3,431	2,960	2,744	2,964	2,823
122	FICA	4,322	3,747	3,355	3,633	3,437
131	Benefits (health, dental, etc)	5,102	4,946	5,880	5,471	6,300
151	Workers Compensation	260	1,309	1,161	1,147	1,256
	Subtotal Personnel	67,923	58,682	56,995	58,420	58,748
General Operations						
201	General Supplies	127	45	200	263	300
202	Permanent Supplies	89	32	200	107	200
225	Landscaping Materials	-	-	500	-	100
228	Miscellaneous Repairs & Maintenance.	191	144	250	58	250
317	Tree Service	-	-	-	-	-
370	Park and Rec Expenses	700	700	700	700	700
371	Non-Resident Reimbursement	429	1,137	1,000	1,608	1,300
381	Electric	439	477	700	425	500
382	Water	172	173	300	86	200
383	Gas Utility	801	617	1,200	635	1,000
384	Refuse	-	-	-	-	-
391	Telephones and Pagers	-	20	100	21	50
403	Mower repair	-	1,275	1,500	-	1,000
412	Warming House Repair	-	33	100	-	100
427	Porta Potty Rental	767	630	800	363	500
442	Miscellaneous	78	13	300	315	300
	Subtotal General Operations	3,793	5,296	7,850	4,581	6,500
Capital Expenditures						
550	Other Improvements	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	71,716	63,978	64,845	63,001	65,248

<u>CONTINGENCY (45300)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed
REVENUE						
	Other	-	-	-	-	-
	TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
General Operations						
444	CONTINGENCY FUNDS	-	-	20,000	-	20,000
710	OPERATING TRANSFERS	-	-	-	-	-
	Subtotal General Operations	-	-	20,000	-	20,000
	TOTAL EXPENSES	-	-	20,000	-	20,000

		2009	2010	2011	2011	2012
<u>TRANSFERS OUT (45400)</u>		Actual	Actual	Adopted	<u>As of Dec. 31</u>	Proposed
REVENUE						
	Other	-	-	-	-	-
	TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
732	Transfers to 302	31,000	-	-	-	-
733	Transfers to 303	-	-	-	-	-
734	Transfers to 304	-	-	-	-	-
741	Transfers to 401	-	56,297	-	-	-
742	Transfers to 402	-	-	-	-	20,000
743	Transfers to 403	-	-	-	-	-
744	Transfers to 404	-	56,297	-	-	-
745	Transfers to 405	-	-	-	-	-
	Total Transfers	31,000	112,594	-	-	20,000

<u>DEVELOPMENT (48100)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of Dec. 31	Proposed
REVENUE						
	Other	-	-	-	-	-
	TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
General Operations						
306	Consulting Fees	1,235	1,648	14,000	5,882	26,000
442	Miscellaneous expenses	-	-	-	-	-
	Subtotal General Operations	1,235	1,648	14,000	5,882	26,000
	TOTAL EXPENSES	1,235	1,648	14,000	5,882	26,000

2011 LAUDERDALE BUDGET

SUMMARY OF FUNDS 201 - 602

	2008 Actual	2009 Actual	2010 Actual	2011 Adopted	2011 As of Dec. 31	2012 Proposed
Total Revenues						
201 Community Events Fund	3,642	4,874	4,830	3,050	3,747	2,850
202 Communications Fund	22,431	22,837	20,942	20,500	15,196	20,300
203 Recycling Fund	41,362	41,967	41,061	41,000	40,743	40,800
302 2000 Imp Debt Fund	48,013	20,524	-	-	-	-
303 2002 Imp Debt Fund	41,424	35,459	31,652	-	-	-
304 2003 Imp Debt Fund	64,834	59,143	50,924	47,500	42,623	43,907
401 Street Improvement Fund	14,760	10,331	5,421	6,000	5,105	4,500
402 General Capital Impr. Fund	4,320	2,184	1,143	1,500	808	1,000
403 Storm Water Impr. Fund	6,048	4,473	2,346	3,000	1,923	1,800
404 Park Improvement Fund	108,725	3,946	118,570	2,000	11,303	1,200
405 TIF Project Fund	162,370	165,052	180,089	139,000	171,608	163,000
407 Sewer Improvement Fund	11,277	81,628	5,660	5,500	4,638	4,000
601 Sewer Utility Fund	229,104	234,715	242,590	245,000	269,085	244,300
602 Storm Water Utility Fund	69,192	49,142	54,092	50,700	60,138	55,500
Revenue Before Transfers	827,502	736,274	759,320	564,750	626,917	583,157
Transfers		291,329	612,594	-	68,381	20,000
Total Revenues	827,502	1,027,604	1,371,914	564,750	695,298	603,157
Total Expenditures						
201 Community Events Fund	4,329	3,616	3,616	3,550	3,329	3,450
202 Communications Fund	15,374	29,277	29,277	29,669	21,396	30,715
203 Recycling Fund	23,391	32,079	32,079	34,275	24,043	34,431
302 2000 Impr. Debt Fund	122,080	455,481	455,481	-	-	-
303 2002 Impr. Debt Fund	150,256	145,798	145,798	526,950	526,936	-
304 2003 Impr. Debt Fund	118,608	116,350	116,350	116,205	116,429	113,130
401 Street Improvement Fund	69,213	12,189	12,189	-	-	-
402 General Capital Impr. Fund	90,000	-	-	31,000	29,714	35,000
403 Storm Water Impr. Fund	32,316	-	-	-	-	-
404 Park Improvement Fund	81,110	6,735	6,735	44,000	30,945	20,000
405 TIF Project Fund	738	747	747	1,000	1,095	1,000
407 Sewer Improvement Fund	-	-	-	-	-	-
601 Sewer Utility Fund	212,687	228,570	228,570	243,629	198,237	226,612
602 Storm Water Utility Fund	36,424	43,293	43,293	66,000	38,755	68,758
Expenditures Before Transfers	956,526	1,074,134	1,074,134	1,096,278	990,880	533,096
Tranfers		260,329	500,000	-	68,381	
Total Expenditures	956,526	1,334,463	1,574,134	1,096,278	1,059,261	533,096
Surplus/(deficit)	(129,025)	(306,860)	(202,220)	(531,528)	(363,962)	70,061

Community Events Fund 201

DEPT. 45600	2008 Actual	2009 Actual	2010 Actual	2011 Adopted	2011 As of Dec. 31	2012 Proposed
BEGINNING BALANCE	3,486	2,800	4,058	5,638	5,638	5,138
REVENUES:						
34785 Fun Run / Walk	-	-	-	100	-	-
34786 Winter Event	609	396	33	-	31	-
34787 Garage Sale	-	50	-	50	-	50
34788 Day in the Park	1,683	1,904	3,219	1,500	2,046	1,500
34789 Music under the trees	-	448	434	400	469	400
34790 Other Events - March Dance	-	-	-	-	-	-
34791 Pop Sales	-	-	-	-	-	-
34792 T-Shirt Sales	150	330	97	100	147	100
34795 Halloween Donations	779	825	854	700	844	600
36211 Investment Interest	129	121	69	100	62	100
36230 Donations	-	30	-	-	-	-
36255 Misc.	293	769	124	100	148	100
Total Revenues	3,642	4,874	4,830	3,050	3,747	2,850
EXPENDITURES:						
201 General Supplies	-	5	-	-	-	-
202 Permanent Supplies	43	100	-	100	40	100
368 Fun Run / Walk	-	-	100	100	446	500
369 Music Under the Trees	535	200	600	400	400	400
370 Other Events - March Dance	-	-	-	-	-	-
373 T-Shirts	353	-	-	-	-	-
375 Winter Event	1,011	192	250	250	150	250
376 Garage Sale	34	-	-	-	-	-
377 Day in the Park	1,500	1,800	1,400	1,800	1,294	1,300
378 Night Out	103	119	150	150	119	150
379 Halloween Event	496	518	450	500	692	550
437 Sales Tax	-	-	-	-	-	-
430 Misc.	-	491	-	-	-	-
440 Meeting Expenses	254	191	300	250	188	200
Total Expenditures	4,329	3,616	3,250	3,550	3,329	3,450
Fund Balance Gain/Loss	(686)	1,258	1,580	(500)	418	(600)
39200 Transfers In	-	-	-	-	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	2,800	4,058	5,638	5,138	6,056	4,538

Communications Fund 202

DEPT. 49500		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		36,667	43,724	37,284	33,712	33,712	24,543
REVENUES:							
36253	Franchise Fees	21,278	21,632	20,576	20,000	14,902	20,000
36250	Refunds & Reimbursements		262	-	-	-	-
36211	Investment Interest	1,153	942	366	500	294	300
33600	Grants		-	-	-	-	-
Total Revenues		22,431	22,837	20,942	20,500	15,196	20,300
EXPENDITURES:							
101	Reg. Full Time Employees	6,230	6,307	10,678	15,360	10,333	16,046
121	PERA Contributions	473	426	752	1,114	741	1,163
122	FICA Contributions	593	510	869	1,175	843	1,228
131	Group Insurance	618	576	1,191	2,100	1,302	2,250
151	Workers Comp	-	27	86	120	124	128
Personnel costs		7,913	7,846	13,576	19,869	13,343	20,815
201	General Supplies	-	5	85	100	37	-
202	Permanent Supplies	-	-	-	-	-	-
307	Web Hosting	444	444	444	600	1,000	600
327	Other Service	1,993	3,501	2,837	2,800	2,128	3,000
329	Cable Franchise Fee	5,023	5,069	5,214	5,300	4,888	5,300
530	Furniture and Equipment	-	12,411	2,358	1,000	-	1,000
Operating Costs		7,460	21,430	10,938	9,800	8,053	9,900
Total Expenditures		15,374	29,277	24,514	29,669	21,396	30,715
Fund Balance Gain/Loss		7,057	(6,440)	(3,572)	(9,169)	(6,200)	(10,415)
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		43,724	37,284	33,712	24,543	27,512	14,128

2002 Improvements Debt Service Fund 303

DEPT. 47300	2008	2009	2010	2011	2011	2012
	Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE	392,169	283,338	172,999	458,555	458,555	(0)
REVENUES:						
36102 Penalties & interest	7,839	6,587	2,759	-	-	-
36211 Investment Interest	8,670	4,063	1,730	-	-	-
36100 Special Assessments	24,916	24,809	27,163	-	-	-
Total Revenue	41,424	35,459	31,652	-	-	-
EXPENDITURES:						
601 Bond Principal	115,000	115,000	120,000	515,000	515,000	-
611 Bond Interest	34,609	30,153	25,363	11,500	11,436	-
621 File Maintenance Charges	647	645	733	450	500	-
Total Expenditures	150,256	145,798	146,095	526,950	526,936	-
Fund Balance Gain/Loss	(108,831)	(110,339)	(114,443)	(526,950)	(526,936)	-
39200 Transfers In	-	-	400,000	-	68,381	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	283,338	172,999	458,555	(68,395)	(0)	(0)

Recycling Fund 203

DEPT. 50000		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		60,029	78,000	87,889	98,106	98,106	104,831
REVENUES:							
36100	Recycling Fee	34,698	35,215	35,113	35,000	34,937	35,000
36102	Penalties & Interest	71	62	35	-	63	-
33622	SCORE Grant	4,758	4,866	4,926	5,000	4,750	5,000
36211	Investment Interest	1,811	1,824	987	1,000	981	800
36255	Other	24	-	-	-	12	-
Total Revenues		41,362	41,967	41,061	41,000	40,743	40,800
EXPENDITURES:							
101	Reg. FT Employees	3,545	2,949	5,687	5,606	5,605	5,774
121	PERA Contributions	283	201	400	406	407	419
122	FICA Contributions	356	244	478	429	479	442
131	Group Insurance	362	256	625	840	750	900
151	Workers Comp	-	8	42	44	49	46
Personnel costs		4,546	3,658	7,232	7,325	7,290	7,581
202	Permanent Supplies	-	-	95	100	-	-
327	Other Service	339	339	332	350	332	350
389	Recycling Contract	18,506	28,082	23,185	26,500	16,421	26,500
Operating Costs		18,845	28,421	23,611	26,950	16,753	26,850
Total Expenditures		23,391	32,079	30,843	34,275	24,043	34,431
Fund Balance Gain/Loss		17,971	9,889	10,218	6,725	16,700	6,369
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		78,000	87,889	98,106	104,831	114,806	111,200

2003 Improvements Debt Service Fund 304

DEPT. 47400		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		478,218	424,444	367,236	404,217	404,217	335,512
REVENUES:							
36102	Penalties & interest	12,852	10,458	4,535	9,000	6,772	6,907
36211	Investment Interest	12,784	8,690	4,484	4,000	3,262	3,000
36100	Special Assessments	39,197	39,995	41,906	34,500	32,589	34,000
Total Revenues		64,834	59,143	50,924	47,500	42,623	43,907
EXPENDITURES:							
601	Bond Principal	95,000	95,000	95,000	100,000	100,000	100,000
611	Bond Interest	22,961	20,705	18,211	15,405	15,405	12,330
621	File Maintenance Charges	647	645	733	800	1,024	800
Total Expenditures		118,608	116,350	113,944	116,205	116,429	113,130
Fund Balance Gain/Loss		(53,775)	(57,207)	(63,019)	(68,705)	(73,806)	(69,223)
39200	Transfers In	-	-	100,000	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		424,444	367,236	404,217	335,512	330,411	266,289

Street Improvement Fund 401

DEPT. 48401		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		454,662	400,208	398,350	460,068	460,068	466,068
REVENUES:							
36211	Investment Interest	14,243	10,232	5,326	6,000	4,728	4,500
36200	Miscellaneous Revenue	517	99	95	-	-	-
36102	Penalties & Interest	-	-	-	-	-	-
36100	Special Assessments	-	-	-	-	377	-
Total Revenue		14,760	10,331	5,421	6,000	5,105	4,500
EXPENDITURES:							
328	Street Repair	49,712	4,320	-	-	-	-
	Street Reconstruction	-	-	-	-	-	-
	Streetscaping	-	-	-	-	-	-
304	Engineering	19,502	7,869	-	-	-	-
	Trees	-	-	-	-	-	-
Total Expenditures		69,213	12,189	-	-	-	-
Fund Balance Gain/Loss		(54,454)	(1,858)	5,421	6,000	5,105	4,500
39200	Transfers In	-	-	56,297	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		400,208	398,350	460,068	466,068	465,173	470,568

General Capital Improvement Fund 402

DEPT. 48000		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		168,981	83,301	85,485	86,628	86,628	57,128
REVENUES:							
36211	Investment Interest	4,320	2,184	1,143	1,500	808	1,000
	Depreciation	-	-	-	-	-	-
39999	Other	-	-	-	-	-	-
Total Revenue		4,320	2,184	1,143	1,500	808	1,000
EXPENDITURES:							
510	Land	-	-	-	-	-	-
520	Buildings	-	-	-	1,000	-	-
521	City Garage	-	-	-	-	-	-
523	Warming House	-	-	-	-	-	-
530	Furniture & Equipment	-	-	-	-	-	-
531	Office Equipment	-	-	-	-	-	-
532	Copier	-	-	-	-	-	-
535	HVAC	-	-	-	-	-	-
538	Computers	-	-	-	-	-	-
540	Machinery & Equipment	-	-	-	-	-	-
543	Tractor	-	-	-	30,000	29,714	-
550	Other Improvements	-	-	-	-	-	-
560	Vehicle	-	-	-	-	-	-
562	Truck	-	-	-	-	-	35,000
Total Expenditures		-	-	-	31,000	29,714	35,000
Fund Balance Gain/Loss		4,320	2,184	1,143	(29,500)	(28,906)	(34,000)
39200	Transfers In	-	-	-	-	-	20,000
710	Transfers Out	90,000	-	-	-	-	-
Ending Fund Balance		83,301	85,485	86,628	57,128	57,723	43,128

Storm Sewer Improvement Fund 403

DEPT. 48403		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		197,249	170,981	175,454	177,800	177,800	180,800
REVENUES:							
37300	Storm Sewer Fee	-	-	-	-	-	-
36211	Investment Interest	6,048	4,473	2,346	3,000	1,923	1,800
39999	Other	-	-	-	-	-	-
Total Revenues		6,048	4,473	2,346	3,000	1,923	1,800
EXPENDITURES:							
101	Reg. FT Employees	-	-	-	-	-	-
102	On-Call Pay	-	-	-	-	-	-
121	PERA Contributions	-	-	-	-	-	-
122	FICA Contributions	-	-	-	-	-	-
131	Group Insurance	-	-	-	-	-	-
151	Workers Compensation	-	-	-	-	-	-
Personnel Costs		-	-	-	-	-	-
304	Engineering	11,816	-	-	-	-	-
327	Other Services	-	-	-	-	-	-
442	Misc	500	-	-	-	-	-
444	Contingency Funds	-	-	-	-	-	-
554	Storm System Repairs	-	-	-	-	-	-
Operating Costs		12,316	-	-	-	-	-
Total Expenditures		12,316	-	-	-	-	-
Fund Balance Gain/Loss		(6,268)	4,473	2,346	3,000	1,923	1,800
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	20,000	-	-	-	-	-
Ending Fund Balance		170,981	175,454	177,800	180,800	179,723	182,600

Park Improvement Fund 404

DEPT. 48404		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		123,844	151,458	148,669	187,295	187,295	145,295
REVENUES:							
33130	Grants	-	-	60,000	-	-	-
36230	Donations	-	-	-	-	9,750	-
36211	Investment Interest	4,065	3,946	2,273	2,000	1,553	1,200
Total Revenues		4,065	3,946	62,273	2,000	11,303	1,200
EXPENDITURES:							
304	Engineering	17,718	382	-	-	-	-
510	Land	-	-	-	-	-	-
524	Picnic Shelter	-	-	-	-	-	-
525	Playground	-	-	79,945	34,000	21,495	-
526	Park Path	-	-	-	-	-	-
527	Gen. Park Improvements	63,392	6,353	-	10,000	9,450	20,000
528	Court Improvements	-	-	-	-	-	-
Total Expenditures		81,110	6,735	79,945	44,000	30,945	20,000
Fund Balance Gain/Loss		(77,046)	(2,789)	(17,672)	(42,000)	(19,642)	(18,800)
39200	Transfers In	104,660	-	56,297	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		151,458	148,669	187,295	145,295	167,653	126,495

TIF Project Fund 405

DEPT. 48500		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		468,208	629,840	533,815	211,694	211,694	349,694
REVENUES:							
36211	Investment Interest	17,471	15,800	5,074	4,000	2,243	2,000
31050	Tax increment	137,953	141,815	167,422	135,000	161,206	161,000
31051	Delinquent Tax increment	1,959	1,879	1,781	-	1,815	-
33406	TIF Mrkt Value Homestead Crdt	4,987	5,558	5,812	-	6,344	-
Total Revenues		162,370	165,052	180,089	139,000	171,608	163,000
EXPENDITURES:							
101	FT Employees	-	-	-	-	-	-
121	PERA Contribution	-	-	-	-	-	-
122	FICA Contribution	-	-	-	-	-	-
131	Group Insurance	-	-	-	-	-	-
133	Life Insurance	-	-	-	-	-	-
Total Personnel Costs		-	-	-	-	-	-
304	Engineering	-	-	-	-	-	-
305	Legal Fees	-	-	-	-	-	-
327	Other Services	738	747	2,210	1,000	1,095	1,000
325	Other Imp. (Larpenteur)	-	-	-	-	-	-
General Operating Costs		738	747	2,210	1,000	1,095	1,000
Total Expenditures		738	747	2,210	1,000	1,095	1,000
Fund Balance Gain/Loss		161,632	164,305	177,878	138,000	170,513	162,000
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	260,329	500,000	-	68,381	-
Ending Fund Balance		629,840	533,815	211,694	349,694	313,826	511,694

Sewer Improvement Fund 407

DEPT. 48407		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		330,380	341,657	423,285	428,944	428,944	434,444
REVENUES:							
36211	Investment Interest	11,277	9,128	5,660	5,500	4,638	4,000
36100	Special Assessments	-	-	-	-	-	-
37240	Sewer Connections	-	72,500	-	-	-	-
Total Revenues		11,277	81,628	5,660	5,500	4,638	4,000
EXPENDITURES:							
304	Engineering	-	-	-	-	-	-
544	Other	-	-	-	-	-	-
Total Expenditures		-	-	-	-	-	-
Fund Balance Gain/Loss		11,277	81,628	5,660	5,500	4,638	4,000
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		341,657	423,285	428,944	434,444	433,582	438,444

Sanitary Sewer Enterprise Fund 601

DEPT. 49000		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE		201,790	218,207	224,352	233,066	233,066	234,437
REVENUES:							
37210	Sewer Charges	224,682	226,671	240,056	242,000	266,432	242,000
36211	Investment Interest	4,422	4,369	2,534	3,000	2,653	2,300
36250	Refunds/Reimbursements	-	-	-	-	-	-
37230	Penalties	-	-	-	-	-	-
36255	Miscellaneous	-	-	-	-	-	-
37240	Sewer Connections	-	3,675	-	-	-	-
39101	Sale of Assets	-	-	-	-	-	-
Total Revenues		229,104	234,715	242,590	245,000	269,085	244,300
EXPENDITURES:							
101	Reg. FT Employees	17,451	22,169	22,825	26,676	18,137	27,742
102	On-Call Pay	11,822	13,193	10,884	12,000	10,689	12,000
121	PERA Contributions	1,981	2,286	2,409	2,804	2,457	2,881
122	FICA Contributions	2,469	2,683	2,724	2,959	2,706	3,040
131	Group Insurance	2,536	3,577	3,946	3,906	4,281	4,185
151	Worker's Comp.	858	1,932	1,798	934	921	2,764
Personnel Costs		37,117	45,840	44,586	49,279	39,191	52,612
201	General Supplies	-	-	-	-	-	-
212	Motor Fuels	394	369	536	500	671	700
227	Tools & Equipment	289	-	-	300	285	300
228	Misc. Repairs/Maint/Supply	-	-	244	400	-	400
301	Auditing	1,350	1,613	1,610	1,700	1,697	1,700
304	Engineering	2,997	3,211	481	3,000	-	3,000
308	Training/Conferences	560	300	-	600	900	500
315	Sewer Jetting	1,444	-	1,050	1,500	-	1,500
316	Sewer Televising	11,018	-	2,083	1,000	1,470	1,500
327	Other Services	6,040	11,408	13,312	5,000	6,667	7,000
331	Travel Expenses	-	119	-	200	-	100
361	General Liability	1,520	1,539	1,666	1,700	1,736	1,800
382	Water	66	69	63	100	52	100
387	Met Council Sewer Charges	115,587	128,590	132,610	138,000	144,377	120,000
391	Telephones/Pagers	228	263	244	250	234	300
402	City Truck Repair/Maint.	-	333	160	100	270	100
425	Clothing	786	933	942	1,000	687	1,000
442	Misc.	-	23	-	-	-	-
444	Contingency Funds	-	-	-	-	-	-
501	Depreciation	33,291	33,959	34,291	34,000	-	34,000
540	Machinery & Equipment	-	-	-	-	-	-
554	System Repairs (I/I)	-	-	-	5,000	-	-
Operating Costs		175,570	182,730	189,290	194,350	159,046	174,000
Total Expenses		212,687	228,570	233,876	243,629	198,237	226,612
Fund Balance Gain/Loss		16,417	6,145	8,714	1,371	70,848	17,688
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		218,207	224,352	233,066	234,437	303,913	252,125

Storm Sewer Enterprise Fund 602

DEPT. 49100	2008	2009	2010	2011	2011	2012
	Actual	Actual	Actual	Adopted	As of Dec. 31	Proposed
BEGINNING BALANCE	(9,196)	23,572	29,421	34,434	34,434	19,134
REVENUES:						
37300 Storm Sewer Fee	48,763	48,351	53,621	50,000	59,659	55,000
36211 Investment Interest	429	791	471	700	479	500
39999 Other	-	-	-	-	-	-
Total Revenues	49,192	49,142	54,092	50,700	60,138	55,500
EXPENDITURES:						
101 Reg. FT Employees	16,112	19,898	23,459	30,369	18,137	31,835
102 On-Call Pay	3,792	2,768	4,186	5,000	4,111	5,000
121 PERA Contributions	1,318	1,431	1,941	2,564	1,981	2,671
122 FICA Contributions	1,644	1,693	2,203	2,706	2,192	2,818
131 Group Insurance	1,737	2,220	3,203	4,284	3,484	4,590
151 Workers Compensation	858	1,045	1,157	777	767	2,244
Personnel Costs	25,461	29,054	36,149	45,700	30,672	49,158
201 General Supplies	-	-	-	-	-	-
212 Motor Fuels	394	340	536	500	671	700
227 Tools & Equipment	51	-	-	100	50	-
228 Misc. Repairs/Maint/Supply	-	26	-	-	-	-
301 Auditing	1,350	1,613	1,610	1,700	1,697	1,700
304 Engineering	-	7,281	-	9,000	645	9,000
308 Training/Conferences	-	-	70	500	-	100
314 Street Sweeping	-	-	-	-	-	-
327 Other Services	5,759	1,454	6,127	3,000	1,177	2,500
352 Public Information Notice	-	80	84	100	41	100
361 General Liability	1,520	1,539	1,666	1,700	1,736	1,700
391 Telephones/Pagers	228	263	244	300	234	300
402 City Truck Repair/Maint.	-	333	160	1,000	270	500
425 Clothing	786	933	942	900	687	1,000
438 Dues & Subscriptions (Permits)	875	375	875	500	875	1,000
442 Misc. (Public Education)	-	-	617	1,000	-	1,000
444 Contingency Funds	-	-	-	-	-	-
501 Depreciation	-	-	-	-	-	-
540 Machinery & Equipment	-	-	-	-	-	-
554 Storm System Repairs	-	-	-	-	-	-
Operating Costs	10,963	14,238	12,930	20,300	8,083	19,600
Total Expenditures	36,424	43,293	49,080	66,000	38,755	68,758
Fund Balance Gain/Loss	12,768	5,849	5,013	(15,300)	21,383	(13,258)
39200 Transfers In	20,000	-	-	-	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	23,572	29,421	34,434	19,134	55,817	5,876

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date February 14, 2012

ITEM NUMBER 4Q11 Investment Report

STAFF INITIAL HAB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The attached report and spreadsheet reflect the City's investment activity for the fourth quarter and an overview of 2011.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the fourth quarter/ year end investment report for 2011.

COUNCIL ACTION:

**City of Lauderdale
Fourth Quarter / Year-End Investment Report
February 14, 2012**

The quarter ended with a general fund balance of \$809,848.37 and cash and investments totaling \$3,256,300.88 (prior to audit). That is the total of all fund balances including the 601 and 602 sewer enterprise funds. Since the City pools the fund balances for investment purposes, at quarter end \$2,878,372.24 was invested. \$1,582,832.33 was invested in money market funds and \$1,295,539.91 in certificates of deposit (CDs).

The City did not purchase any CDs this quarter.

The money market rates remain terrible. The month by month rates for the money market accounts follow.

Table 1: Average Money Market Rates: January – December 2011

	January	February	March
4M Fund	0.02%	0.02%	0.02%
4M Plus Fund	0.05%	0.05%	0.05%
SB Inst. MM	0.06%	0.07%	0.06%

	April	May	June
4M Fund	0.02%	0.02%	0.02%
4M Plus Fund	0.05%	0.05%	0.05%
SB Inst. MM	0.04%	0.02%	0.02%

	July	August	September
4M Fund	0.02%	0.02%	0.02%
4M Plus Fund	0.05%	0.05%	0.05%
SB Inst. MM	0.02%	0.02%	0.02%

	October	November	December
4M Fund	0.02%	0.02%	0.02%
4M Plus Fund	0.05%	0.05%	0.05%
SB Inst. MM	0.02%	0.07%	0.02%

This quarter, the City earned \$6,338.98 from investments compared to \$3,453.39 last quarter. Additionally, the checkbook earned \$186.47 in July. Starting in August, North Star Bank lowered the interest rate it pays on checking accounts (the rate had been quite generous). As a result, the interest earned no longer covers all of the bank fees and the City owes North Star Bank about twenty dollars each month. This brings 2011 investment interest earnings to \$30,612.67. The City earned \$54,673.60 in interest in 2010.

Table 2 shows how the interest was divided between the funds and compares interest earned to the adopted budget. The funds with the largest balances get the greatest interest distributions.

Table 2: Investment Earning Distribution by Fund

Fund	2011 Budget	As of December 31
101 – General Fund	\$7,000	\$6,990.79
201 – Community Events	\$100	\$62.13
202 – Communication	\$500	\$293.95
203 – Recycling	\$1,000	\$980.70
304 – 2003 Street Improve	\$4,000	\$3,261.73
401 – Capital Improve, Street	\$6,000	\$4,727.63
402 – Capital Improve, Gen	\$1,500	\$808.38
403 – Capital Improvement, Storm Sewer	\$3,000	\$1,922.56
404 – Capital Improve, Parks	\$2,000	\$1,552.64
405 – TIF Projects	\$4,000	\$2,242.57
407 – Sewer Improvements	\$5,500	\$4,638.19
601 – Sewer Enterprise Fund	\$3,000	\$2,652.66
602 – Storm Sewer Enterprise Fund	\$700	\$478.74
Totals	\$38,300	\$30,612.67

At the end of the quarter, the securities were held an average of 674 days or about 22 months. Currently, investment maturity dates are laddered through September 2013. It seems doubtful rates will improve in the near future so staff will continue to ladder short-term CDs. If the rates rise, the City will be able to step up to the better rates with each maturity.

Staff provides Councilors the investment spreadsheet as an internal control procedure required by the auditor. As always, staff is available to answer questions and provide the Council with research related to the City's investments.

3/31/2011		4/30/2011		5/31/2011		6/30/2011								
Transfers out	Interest/ Dividends	Purchases	Sales	Transfers in	Transfers out	Interest/ Dividends	Purchases	Sales	Transfers in	Transfers out	Interest/ Dividends	Purchases	Sales	Transfers in
-	4.31	51,220.61	-	-	-	0.80	51,223.06	-	-	-	0.88	51,223.94	-	-
-	-	100,000.00	-	-	-	-	100,000.00	-	-	-	-	100,000.00	-	-
-	-	100,000.00	-	-	-	-	100,000.00	-	-	-	-	100,000.00	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	100,000.00
-	272.74	100,000.00	-	-	-	-	100,000.00	-	-	-	-	100,000.00	-	-
-	-	0.00	-	-	-	-	0.00	-	-	-	-	0.00	-	-
-	277.05	351,220.61	-	-	-	0.80	351,223.06	-	-	-	0.88	351,223.94	-	-
-	-	537.04	-	184.98	-	-	901.03	-	-	100,184.98	-	100,007.00	-	179.01
-	-	96,520.91	-	-	179.01	-	96,520.91	-	-	-	-	-	-	-
-	-	99,005.00	-	-	-	179.01	99,005.00	-	-	164.98	-	99,005.00	-	-
173.05	-	100,007.00	-	184.98	-	-	100,007.00	-	-	-	184.98	100,007.00	-	179.01
-	-	99,510.85	-	-	-	-	99,510.85	-	-	-	-	99,510.85	-	-
-	-	98,241.59	-	-	-	-	98,241.59	-	-	-	1,756.41	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	173.05	493,822.38	-	184.98	179.01	179.01	494,186.38	-	100,184.98	100,184.98	1,943.39	100,007.00	-	179.01
95,234.06	-	100,000.00	-	84.93	-	-	100,000.00	-	-	84.93	-	100,000.00	-	-
-	75.45	100,000.00	-	-	454.11	-	100,000.00	-	84.93	84.93	-	-	-	82.19
-	-	100,000.00	-	348.04	-	-	100,000.00	-	-	-	-	-	-	-
-	-	100,000.00	-	-	-	-	100,000.00	-	-	-	-	-	-	-
-	154.61	(0.00)	-	-	-	371.92	100,000.00	-	-	-	-	100,000.00	-	-
-	-	(0.00)	-	-	-	-	(0.00)	-	-	-	-	(0.00)	-	-
99,234.06	234.06	300,000.00	-	433.97	433.97	454.11	400,000.00	-	84.93	84.93	84.93	400,000.00	-	82.19
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	728.12	-	-	392.57	-	1,110.69	-	-	-	-	99,162.74	-	-
-	151.89	99,000.00	-	168.16	-	162.74	99,162.74	-	168.16	168.16	168.16	99,162.74	-	162.74
-	193.86	99,000.00	-	214.41	-	370.23	0.00	-	-	-	-	0.00	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	345.55	198,728.12	-	392.57	392.57	454.11	99,162.74	-	168.16	168.16	168.16	99,330.90	-	162.74
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	95,674.97	-	-	-	-	95,674.97	-	-	-	-	95,674.97	-	-
-	-	95,674.97	-	-	-	-	95,674.97	-	-	-	-	95,674.97	-	-
-	2.56	290,288.74	-	433.97	175,000.00	2.19	115,725.90	-	-	101,170.94	0.94	167,853.00	-	-
-	2,046,089.94	754,393.95	-	-	27.30	30.49	834,922.66	-	-	150,000.00	30.64	989,853.30	-	200,082.19
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	31.78	1,024,613.69	-	433.97	175,000.00	28.49	901,103.78	-	-	251,170.94	31.59	4,077,306.30	-	200,082.19
189,234.06	1,061.48	2,464,119.78	100,000.00	1,435.48	1,754,433.97	1,032.65	2,341,350.93	-	84.93	251,255.87	2,228.84	2,418,578.87	-	200,164.38

From "Cash Balances"
101-10400 Invest
Actual Bal. 101-10100

Inv Bal BS
Interest
New Balance

From "Cash Balances"
101-10400 Invest
Actual Bal. 101-10100

Inv Bal BS
Interest
New Balance

From "Cash Balances"
101-10400 Invest
Actual Bal. 101-10100

Inv Bal BS
Interest
New Balance

Transfers out	Interest/Dividends	Balance 11/30/2011	Purchases	Sales	Transfers in	Transfers out	Interest/Dividends	Balance 12/31/2011	Balance 12/31/2010	YTD Purchases	YTD Sales	YTD Trans in	YTD Trans out	YTD Int/Dividends	Balance 12/31/2011
-	1.64	27,766.46	-	-	-	-	0.59	27,767.05	63,702.02	-	225,000.00	189,044.34	-	20.69	27,767.05
-	-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	680.55	-	-	-	100,000.00
-	-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	579.73	-	-	-	100,000.00
-	-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	-	-	-	-	100,000.00
-	-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	-	-	-	-	100,000.00
-	-	0.98	-	-	-	-	-	0.00	96,000.00	-	97,234.06	-	-	550.00	100,000.00
-	1.64	527,766.46	-	-	-	-	0.59	527,767.05	259,702.02	400,000.00	324,044.34	-	-	3,065.03	527,767.05
-	-	101,354.73	-	-	179.01	101,354.73	-	179.01	-	-	7.00	302,626.75	302,440.74	-	179.01
-	-	100,007.00	-	-	-	-	-	100,007.00	-	100,007.00	-	-	-	-	100,007.00
-	-	100,007.00	-	-	-	-	-	100,007.00	-	100,007.00	-	-	-	-	100,007.00
-	184.98	99,005.00	-	179.01	-	-	179.01	99,005.00	96,520.91	99,005.00	1,938.97	-	-	475.91	96,520.91
-	-	(0.00)	-	-	-	-	(0.00)	(0.00)	100,007.00	100,007.00	100,448.77	-	-	441.77	(0.00)
-	-	0.00	-	-	-	-	-	0.00	99,510.85	100,000.00	100,000.00	-	-	489.15	0.00
-	-	(0.00)	-	-	-	-	(0.00)	(0.00)	98,241.59	100,000.00	100,000.00	-	-	1,758.41	(0.00)
-	184.98	495,894.64	-	179.01	101,354.73	-	179.01	395,718.82	581,625.17	200,014.00	402,633.75	302,626.75	302,440.74	16,532.49	395,718.82
84.93	-	100,000.00	-	-	82.19	82.19	-	100,000.00	-	-	999.98	-	-	-	100,000.00
-	84.93	100,000.00	-	-	-	-	82.19	100,000.00	100,000.00	100,000.00	700.00	-	-	700.00	100,000.00
-	-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	-	-	-	-	100,000.00
-	-	0.00	-	-	-	-	-	0.00	100,000.00	100,000.00	100,660.96	-	-	660.96	0.00
-	-	(0.00)	-	-	-	-	-	(0.00)	99,000.00	-	99,322.77	-	-	322.77	(0.00)
84.93	84.93	400,000.00	-	82.19	82.19	82.19	82.19	400,000.00	399,000.00	200,000.00	201,593.71	201,593.71	201,593.71	2,593.71	400,000.00
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
99,000.00	-	992.70	-	-	992.70	992.70	-	0.00	99,000.00	-	100,649.07	200,473.62	200,473.62	1,646.07	0.00
-	162.74	0.00	-	-	-	-	-	0.00	99,000.00	-	100,207.12	-	-	1,207.12	0.00
-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	-	-
99,000.00	162.74	992.70	-	-	992.70	992.70	-	0.00	198,000.00	-	200,856.19	200,473.62	200,473.62	2,856.19	0.00
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	95,674.97	-	100,000.00	100,000.00	-	4,325.03	-
-	-	-	-	-	-	-	-	-	95,674.97	-	100,000.00	100,000.00	-	4,325.03	-
5.64	28.40	492,335.09	-	102,439.62	-	-	7.30	594,772.01	595,707.73	-	904,017.15	905,000.00	905,000.00	47.13	594,772.01
-	-	710,083.94	-	250,000.00	-	-	30.32	960,114.26	824,284.54	-	500,480.92	365,007.00	365,007.00	355.80	960,114.26
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	32.04	1,202,419.03	-	352,429.62	-	-	37.62	1,554,886.27	1,419,992.27	-	1,404,498.07	1,270,007.00	1,270,007.00	402.93	1,554,886.27
100,084.93	466.33	2,628,072.83	-	82.19	352,311.81	82.19	299.41	2,878,372.24	2,953,993.43	800,014.00	1,233,117.99	2,398,226.46	2,074,905.07	29,765.36	2,878,372.24
2,627,606.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,148,616.68	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
478,989.82	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,627,606.50	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
466.33	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,628,072.83	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

Investments as of 12/31/11	%	Amount
State Street	13.3%	527,767.05
Northland	13.7%	395,718.92
RBC	13.9%	400,000.00
Piper-Jaffray	0.0%	0.00
Financial Northaastam Company	0.0%	0.00
ICD Securities	0.0%	0.00
League of MN Cities	54.0%	1,554,886.27
Total	100.0%	2,878,372.24

Investments as of 12/31/11	%	Amount
Money Market	55.0%	1,582,832.33
Fed Agency	0.0%	0.00
Commercial Paper	0.0%	0.00
Treasury	0.0%	0.00
Certificate of Deposit	45.0%	1,295,539.91
Total	100.0%	2,878,372.24

Investments as of 12/31/11	%	Amount
By holding period (from purchase date)		
Up to 2 years	34.6%	996,524.61
2 to 3 years	10.4%	299,005.00
3 years & over	0.0%	0.00
No time limit	55.0%	1,582,832.33
Total	100.0%	2,878,372.24

From "Cash Balances"	Inv Bal BS	Interest	New Balance
101-10400 Invest	2,878,072.83	-	2,878,072.83
Actual Bal. 101-10100	2,058,224.46	809,848.37	2,868,072.83
Inv Bal BS	2,878,072.83	299.41	2,878,372.24

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date February 14, 2012

ITEM NUMBER Computer Purchase

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The city administrator's computer also needs to be replaced. I thought it would run for a while longer (even though it is going on 6 years old) but it recently started to fail. Attached are the specs for a new notebook PC. We need one mobile pc on hand for presentations etc. The cost will be around \$1,200 with shipping plus the price of an Office license.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves the purchase of a new mobile PC from HP at a price not to exceed \$1,200 inclusive of tax and shipping and an Office license not to exceed \$350.

COUNCIL ACTION:

United States-English

- » HP Home
- » Products & Services
- » Support & Drivers
- » Solutions
- » How to Buy

» Contact HP Buy online or call 1-800-727-2472

Search:

Part Number Search

Systems & Hardware

- » Store home
- » Computing
- » Printing and digital imaging
- » Supplies & Accessories



Standard purchase details

HP recommends Windows® 7.

» WSCA/NASPO-State of Minnesota

Shopping cart

Your cart is empty

- » Login/register
- » Retrieve saved quote
- » Order history
- » Order status
- » Standards
- » Manage standards

Add Item to cart

- » Product search/compare
- » View contract price list

Contract: MN - STATE OF MINNESOTA (WSCA/NASPO)

Standard ID: 18567
Standard Name: HP EliteBook 8560p Notebook PC
Standard Comments:

Please review your standard configuration and select the items to add to your cart. Required items of the standard must be selected. After selecting the items click the "Add To Cart" button.

Item / description	Part no.	Unit price	Qty	Ext. price	Select
Configurable - HP EliteBook 8560p Notebook PC, with Mobile Intel® QM67 chipset, and AMD Radeon™ HD 6470M w/1 GB gDDR3 WX788AV	Base	\$998.34	1	\$998.34	<input checked="" type="checkbox"/>
Product	WX788AV				
HP EliteBook 8560p Notebook PC, with Mobile Intel® QM67 chipset, and AMD Radeon™ HD 6470M w/1 GB gDDR3					
Operating system					
Genuine Windows® 7 Professional 32 [XR861AV#ABA]					
OS Label	VM939AV				
Genuine Windows 7 Logo					
Processor	WX792AV				
2nd Generation Intel® Core™ i5-2520M Processor, 2.50GHz (Turbo up to 3.20GHz), 1333 MHz, 3MB L3 Cache					
Processor label					
Intel Core i5 Label [LB635AV]					
Chipset					
Mobile Intel QM67 chipset					
ENERGY STAR® label	XU979AV				
Estar Label - If any (MSOS) is selected, then MISC eStar label (XU979AV) must be selected					
Intel® vPro Technology					
No Intel® vPro™ Technology [XT672AV]					
Display	XV625AV				
15.6-inch diagonal LED-backlit HD anti-glare (1366 x 768) with Webcam					
Integrated camera	XT694AV				
Integrated 720p HD Webcam					
Video/graphics					

AMD Radeon™ HD 6470M (1 GB gDDR3)

Memory

4 GB 1333 MHz DDR3 SDRAM (1D) [WX800AV]

Internal Storage

250 GB 7200 rpm 2.5-inch hard drive [WX802AV]

Upgrade Bay

DVD±RW SuperMulti DL Drive

WX808AV

Keyboard

DualPoint Keyboard with Numeric Keypad

XX056AV#ABA

Bluetooth

HP Integrated Module with Bluetooth® 2.1 Wireless Technology [WX817AV]

Wireless LAN

Intel Centrino Advanced N 6205

XV630AV

HP Mobile Broadband

No HP Mobile Broadband

LE333AV

Modem

56K v.92 Modem

XT675AV

Security

No Integrated Fingerprint Reader [XT677AV]

Adapter

90W DSC hardware kit

XV132AV#ABA

Battery

HP 6-Cell 62 Wh Li-Ion Battery

WX812AV

Warranty

3/3/0 Warranty [XT686AV#ABA]

Note:

Additional accessories added from categories below will ship and invoice separately.

Warranty and Service Upgrades (for 3-year warranty selection)

No Selection

Docking and Port Replicators (not factory installed)

HP 230W Docking Station [INFO] [VB043AA#ABA]

Batteries/Chargers/Power

Adapters (not factory installed)

Configurable - HP EliteBook 8560p Notebook PC, with Mobile Intel® QM67 chipset, and AMD Radeon™ HD 6470M w/1 GB gDDR3
WX788AV

Memory (not factory installed)

No Selection

Drives and Storage (not factory installed)

No Selection

Cases and Covers

No Selection

Keyboards/Mice and Input Devices (not factory installed)

No Selection

Group Total: \$1,138.34

Standard Total: \$1,138.34



ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE February 14, 2012 _____
Special _____	ITEM NUMBER CUP Amendment _____
Public Hearing <u> X </u>	STAFF INITIAL Jim _____
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action <u> X </u>	
Resolution _____	
Work session _____	

BACKGROUND:

See attached memo.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CITY COUNCIL MEMO

DATE: FEBRUARY 14, 2012
TO: HONORABLE MAYOR AND COUNCIL
FROM: JIM BOWNIK, ASSISTANT CITY ADMINISTRATOR
RE: AMMENDMENT OF CONDITIONAL USE PERMIT
FOR 2520 BROADWAY DRIVE



BACKGROUND

On September 11, 2001 a conditional use permit was approved for Hamline Auto Body to operate an auto body and repair facility at 2520 Broadway Drive. On March 22, 2002 an amendment to the conditional use permit was approved to operate a car rental facility (Enterprise Rent-A-Car) at the same location. Hamline Auto Body leases approximately 600 square feet of office space to Enterprise, and provides them up to 15 of Hamline's current parking stalls.

PROPOSAL

APPLICANT, PROPERTY OWNER, & PROPERTY LOCATION:
MGH Enterprises (Hamline Auto Body)
2520 Broadway Drive
Lauderdale, MN 55113

Hamline Auto Body is requesting to amend their existing Conditional Use Permit to allow for vehicle sales along with an auto body service and repair facility, and a car rental facility in an I-1 Industrial District.

They have stated that they would like to buy cars at auction, fix them up, and run them back through the auction. In order to accomplish this, they need a dealer's license. In order to get a dealer's license from the State, they must have a facility that is a permitted or permitted conditional use for vehicle sales. Vehicle sales is a permitted conditional use in the I-1 District.

SITE PLAN

Attached is a Site Plan that shows five parking spaces designated for exclusive use of the dealership to display vehicles for sale. The State requires a minimum of five spaces be designated for display, inside or outside, whether or not vehicles are actually displayed. The proposed designated parking spaces are outside - on the east side of the property, adjacent to Highway 280.

The conditional use permit application, letter of request, and site plan are attached.

PROPERTY INFORMATION

MGH Enterprises (Hamline Auto Body) owns 3.1 acres, which the company purchased from Phillips Holdings LLC. Access to this site is via a private service road from Broadway Drive to the north. Hamline received a guarantee of access to the site from Phillips Holdings, which still owns the remaining 3.7 acres at Highway 280 & Broadway. Final Plat Approval for Broadway Business Park was approved on September 11, 2001.

REQUIREMENTS FOR APPROVAL OF A CONDITIONAL USE PERMIT

Title 10-12-4 & 10-12-5 of the City Code allows the City Council to consider the following for the approval of a conditional use permit:

- 1) Does the use conform to the I-1 District?
- 2) Will the use provide a harmonious relationship with adjacent properties?
- 3) Is the visual impression & environment of the use consistent with the district?
- 4) Does the use organize vehicular access & parking in a way that minimizes traffic congestion in the district?
- 5) Does the use promote the objectives of Title 10 of the City Code: Zoning, and the Land Use & Tax Base section of the Lauderdale Comprehensive Plan?
- 6) Does the use comply with the following performance standards?
 - a. Fire Protection.
 - b. Electrical Disturbance.
 - c. Noise.
 - d. Vibrations.
 - e. Odors.
 - f. Air Pollution.
 - g. Glare.
 - h. Erosion.
 - i. Water Pollution.

STAFF FINDINGS & REVIEW

1) *Does the use conform to the I-1 District?*

The use appears to conform to similar uses in the I-1 District. While vehicle sales is different than an auto body repair and service facility, and a car rental facility, the commonality is cars.

2) *Will the use provide a harmonious relationship with adjacent properties?*

If vehicles for sale are not displayed, there should be no change in harmony with adjacent properties. If vehicles for sale are displayed, this would be in harmony with adjacent Boyer Ford Trucks at 2500 Broadway Drive, which displays many vehicles for sale.

3) *Is the visual impression & environment of the use consistent with the district?*

The visual impression and environment of the site should not change significantly with the addition of vehicle sales.

4) Does the use organize vehicular access & parking in a way that minimizes traffic congestion in the district?

Access to this site is via a private service road from Broadway Drive to the north. Traffic congestion and noise should not increase significantly. There are a total of fifty-nine parking spaces on the site. Up to fifteen spaces are used for the rental car facility, and five are proposed to be designated for vehicle sales.

5) Does the use promote the objectives of Title 10 of the City Code: Zoning, and the Land Use & Tax Base section of the Lauderdale Comprehensive Plan?

The use appears to promote the objectives of the Zoning Ordinance and the Land Use & Tax Base section of the Comprehensive Plan by encouraging development and/or redevelopment of commercial and industrial properties for the purpose of increasing tax base.

6) Does the use comply with the following performance standards?

- a. **Fire Protection.**
- b. **Electrical Disturbance.**
- c. **Noise.**
- d. **Vibrations.**
- e. **Odors.**
- f. **Air Pollution.**
- g. **Glare.**
- h. **Erosion.**
- i. **Water Pollution.**

The use appears to comply with the performance standards mentioned above.

PUBLIC HEARING FOR THE CONDITIONAL USE PERMIT REQUEST

On February 3, 2012, property owners within 350 feet from the perimeter of the subject property were sent notice of tonight's public hearing. A Public Notice was also published in the January 31, 2012 edition of the *Roseville Review*.

CITY COUNCIL ACTION REQUESTED

The requested action is to approve the addition of vehicle sales to the existing conditional use permit for 2520 Broadway.

City of Lauderdale

MAIN 651-792-7650

LAND USE APPLICATION

Date: 1/17/12

Fee Escrow Type of Request

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

Summary of Request

Car Dealers License

Applicant Information

Name: Hamline Auto Body Inc
Address: 2520 Broadway Dr.
C, S, Z: _____
Phone: 651-224-4717
Email: mike@hamlineautobody.com
Signature: [Signature]

Owner Information (if different)

Name: Same
Address: _____
C, S, Z: _____
Phone: _____
Email: _____
Signature: _____

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

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

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

For Office Use Only	PIN#: _____
Date of Complete Application: _____	Amount Paid: _____ Receipt #: _____
Escrow Fee Paid: _____	Receipt # _____ Date Escrow Returned: _____
PC Recommendation: (approve/deny) _____	Meeting Date: _____
Public Hearing Date: _____	CC Action: (approved/denied) Meeting Date: _____
Conditions? _____	

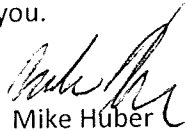
Hamline AutoBody

2520 Broadway Drive Lauderdale, MN 55113
(651)224-4717

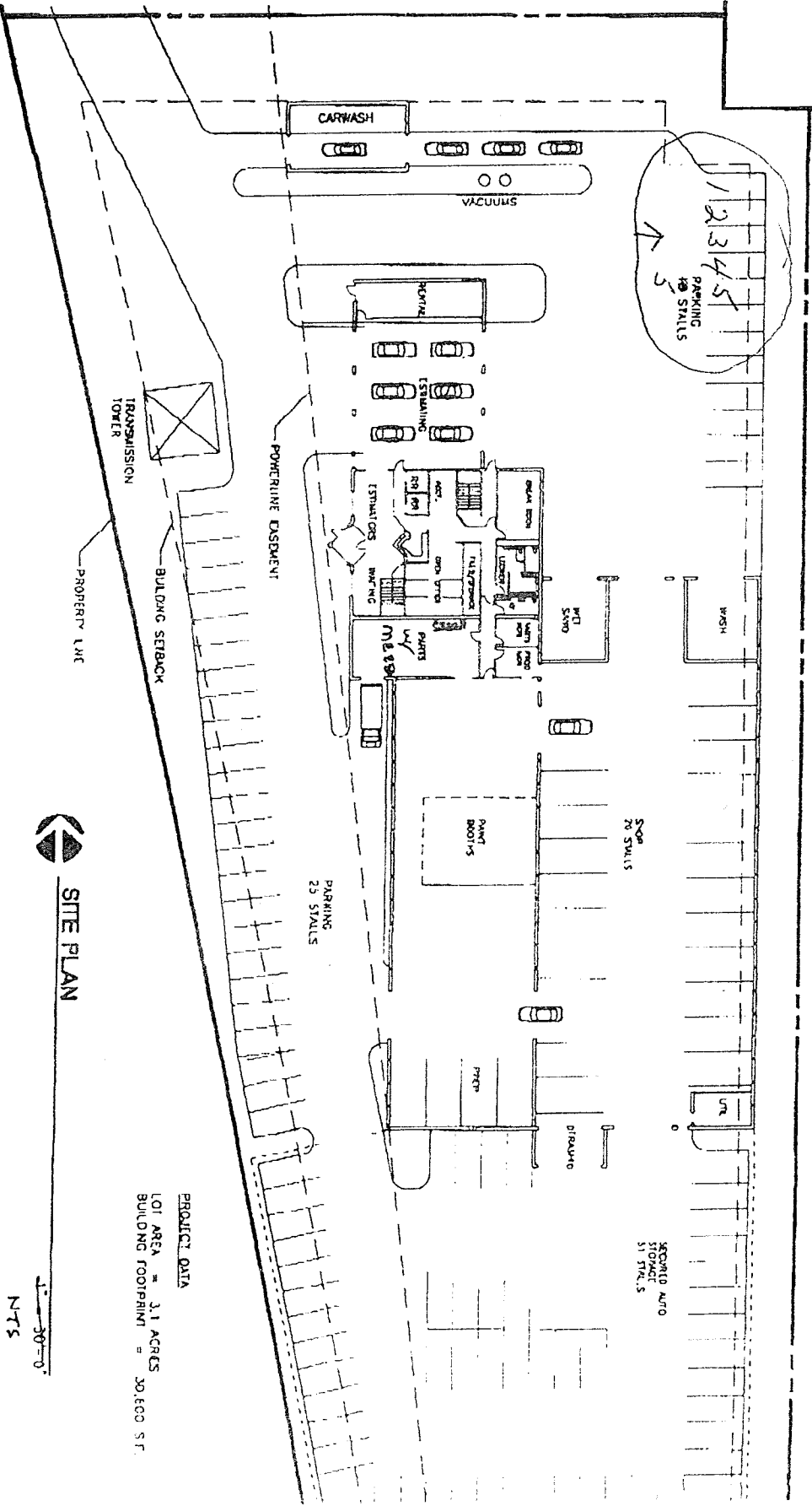
To whom it concerns;

We would like to obtain a used car dealers license to buy and sell vehicles through auctions at Manheim auto auctions in Minneapolis. Ninety percent of the vehicles would not be sold from our location, but through local auctions. From time to time we will sell a vehicle from our location. We will need a conditional; use permit to be able to obtain this license.

Thank you.



Mike Huber
Hamline AutoBody



HIGHWAY 280

 SITE PLAN

PROJECT DATA
 LOT AREA = 31 ACRES
 BUILDING FOOTPRINT = 20,600 S.F.

1" = 30'-0"
 N.T.S.

HAMLIN AUTO BODY
 LAUDYBARK, MN
 5/31/01



MINNESOTA DEPARTMENT OF PUBLIC SAFETY
DRIVER AND VEHICLE SERVICES

445 Minnesota Street
Saint Paul, MN 55101-5186
Phone: (651) 296-2977

Web: dvs.dps.mn.gov Email: DealerQuestion@state.mn.us

OFFICE USE ONLY

DEALER NUMBER: _____
DATE RECEIVED: _____
INITIALS: _____

Minnesota Vehicle Dealer License - Zoning Verification

The Zoning Official for the jurisdiction in which the dealership resides must complete form.

Zoning District: _____

This form is for (check one): Primary Location Additional Location (Attach a separate Commercial Checklist PS2410 for each location)

DEALER NAME _____

Street _____

City _____ State _____ Zip _____ County _____

Type of Dealer's License (Check One)

NEW USED LESSOR D.S.B. WHOLESALER BROKER AUCTIONEER SALVAGE POOL LIMITED USE VEHICLE

Please Check Appropriate Statement:

This dealership is permitted use within the above zoning district for the type of business indicated above and there are no zoning complaints or enforcement actions pending at this time.

This dealership is permitted **conditional use** within the above zoning district for the type of business indicated above and there are no zoning complaints or enforcement actions pending at this time **(Must attach a copy of the conditional use permit).**

Printed Name of Zoning Authority: _____

Zoning Authority Phone Number: _____

X _____
(Signature of Zoning Authority)

Subscribed and sworn to before me this _____ day of _____ 20 _____

NOTARY PUBLIC _____

COUNTY: _____

MY COMISSION EXPIRES: _____

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date February 14, 2012

ITEM NUMBER Personnel Policy

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I thank the Council for the feedback during my performance review at the last meeting. I truly enjoy working for the City Council and Lauderdale's residents and business owners.

As a follow up, I brought back the City's personnel policy for discussion to clarify some of the previous meeting's discussion regarding maternity leave. I also wanted council feedback on paternity leave and have suggestions to make the policy work better for the City and staff.

To clarify, the leave provisions match those required by the State of Minnesota but not the Federal Family Medical Leave Act (FMLA) because the City does not have 50 or more employees. The City does not need to offer anything beyond what is currently in the policy.

The Council generously suggested I receive 6-weeks (30 days) paid maternity leave. If that is still the Council's intention, a vote should be taken to make it official. I wasn't certain if the Council wanted to extend this benefit to other employees. If so, I can make the appropriate changes to the personnel policy and bring it back for approval.

Due to the nature of my job and our small staff, my goal was to work as much as I physically could (and Landon would allow). My maternity leave was then a combination of paid time for the hours I worked and the use of sick time for when I was unable to work. I think this arrangement worked well for myself and the City but it isn't specifically addressed in the policy. I suggest language on page 7 to clarify the Council's option to enter into alternative leave arrangements that are mutually agreeable for the City and employees (including allowing for more than 6 weeks leave as 12 weeks is the norm).

I also suggested language on page 6 that would clarify that sick time may be used for maternity leave (instead of referring to it as a disability) and *paternity* leave. Again, this is for clarification, but it also benefits the City by encouraging employees to use some of their sick time so it isn't a future liability (employees who work for the City for more than ten years receive a payout of half of their accrued sick time when they leave). It also brings city policy in line with the short-term disability insurance the City offers through Ramsey County. The County requires employees use their sick time before the disability insurance can kick in.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

One other item to clarify is whether the City wishes to be an at-will employer or a just-cause employer. Right now the City states it is an at-will employer but terminations have to be for just cause. As those two concepts can conflict in practice, it would be to the City's advantage to be one or the other. If the City is an at-will employer, it would still be subject to any conditions it imposes on itself through the personnel policy and the union contract. If the City is a just cause employer, the personnel policy should define what a just cause is and the process for termination due to just cause.

OPTIONS:

1. Review, amend, or adopt personnel policy changes recommended by staff.
2. Decide whether the City will be an at-will or just cause employer.

STAFF RECOMMENDATION:

COUNCIL ACTION:

<p style="text-align:center">CITY OF LAUDERDALE PERSONNEL POLICY AND PROCEDURES</p>
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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.

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, (4) maternity or 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. 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 length of parental leave is up to the parent, but it cannot last longer 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.

The City may also enter into another leave arrangement that is agreeable to both parties.

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 9. 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 10. 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 11. 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 12. 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 13. 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 _____
Action _____
Resolution _____
Work Session _____ X

Meeting Date February 14, 2012

ITEM NUMBER Municipal Liquor

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The liquor store committee met on Tuesday. The discussion focused on the Council's two goals - development of the municipal liquor store and redevelopment of Larpenteur Avenue.

The follow up to the discussion is two part:

1. Paul Muilenberg (Croix Oil Manager of Corporate Affairs) called Monday to find out if the City is still considering working with Croix Oil on a redevelopment project. He said their company president would like to meet with the committee on February 22. The committee agreed and the meeting is scheduled for 3:00 p.m. If other council members want to participate, please let me know as soon as possible. Staff must post notice if more than three council members will be present.
2. Begin contacting the property owners along Larpenteur to see what plans they have for their property so the Council can better plan for the future of the corridor. Paul is drafting a letter to that effect and I should have it by Tuesday for the Council to review.

The work session will provide the committee an opportunity to update the other council members on ideas discussed.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date February 14, 2012

ITEM NUMBER Union Negotiations

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

AFSCME, on behalf of the City's union employees, is asking for the three items outlined in their proposal for 2012 and 2013:

- A 2% pay increase each year,
- \$50/month more to cover insurance benefits, and
- An increase in deferred compensation for those employees that do not purchase their health insurance through the City.

During the union contract negotiations two years ago, the two sides agreed to no pay increases, \$50 more per month to purchase insurance through the City, and a sizable increase in deferred compensation for employees that do not take the city sponsored health insurance.

Staff posted the agenda providing notice of the closed session as the Council may discuss labor negotiations in closed sessions (see attached League memo for more information).

AFSCME Local 2725 City of Lauderdale

1. 2% pay increase effective 1-1-2012, 2%mpayn increase effective 1-1-2013.
2. Article 15, Increase health insurance effective 1-1-2012 by \$50.00 to 750.00, effective 1-1-2013 increase by and addition 50>00 to 800.00.
3. If and employee does not participate in the health insurance they will receive the full premium the employee may elect to have the contributions go to deferred Compensation fund.

Moberg v. Indep. Sch. Dist. No. 281, 336 N.W.2d 510 (Minn. 1983); See LMC Information Memo, *Meetings of City Councils*, for more information.

LMCIT risk management memo, *Electronic Communications Between Councilmembers*; IPAD 09-020.

c. Technology

It is not entirely clear how the open meeting law applies to technology, such as e-mail or telephone calls. Although the law does not specifically address the use of e-mail and other technology, it is possible that any form of communication between councilmembers or members of other public bodies could violate the open meeting law under certain circumstances.

As a result, city councils and other public bodies should not use e-mail, telephone calls, and other technology to communicate back and forth with other members of the public body when both of the following circumstances exist:

- When a quorum of the council or public body will be contacted regarding the same matter.
- When city businesses is being discussed.

4. Open meeting exceptions

The open meeting law is designed to favor public access. Therefore, the few exceptions that do exist are carefully limited to avoid abuse.

Minn. Stat. § 13D.05, subd. 1(d).

All closed meetings, except those closed as permitted by the attorney-client privilege, must be electronically recorded at the expense of the public body. Unless otherwise provided by law, the recordings must be preserved for at least three years after the date of the meeting.

Minn. Stat. § 13D.01, subd. 3; Minn. Stat. § 13D.04, subd. 5; See *The Free Press v. County of Blue Earth*, 677 N.W.2d 471 (Minn. Ct. App. 2004); (holding that the county's statement that it was closing a meeting under the attorney-client privilege to discuss "pending litigation" did not satisfy the requirement of describing the subject to be discussed at the closed meeting).

Before closing a meeting under any of the following exceptions, the public body must state, on the record, the specific grounds that permit the meeting to be closed and describe the subject to be discussed. The same notice requirements that apply to open meetings also apply to closed meetings. For example, if a closed meeting takes place at a regular meeting, the notice requirements for a regular meeting apply. Likewise, if a closed meeting takes place as a special meeting or as an emergency meeting, the notice requirements for a special meeting or an emergency meeting would apply.

a. Labor negotiations

Minn. Stat. § 13D.03, subd. 1(b).

The city council may, by majority vote in a public meeting, decide to hold a closed meeting to consider its strategy for labor negotiations, including negotiation strategies or developments, or discussion of labor-negotiation proposals. The council must announce the time and place of the closed meeting at the public meeting.

Minn. Stat. § 13D.03, subds. 1
(d), 2.

After the closed meeting, a written record of all members of the city council and all other people present must be available to the public. The council must tape-record the proceedings at city expense, and preserve the tape for two years after signing the contract. The tape-recording must be available to the public after all labor contracts are signed for the current budget period.

Minn. Stat. § 13D.03, subd. 3.

If someone claims the council conducted public business other than labor negotiations at the closed meeting, a court must privately review the recording of the meeting. If the court finds the law was not violated, the action must be dismissed and the recording sealed and preserved. If the court determines a violation of the open meeting law may exist, the recording may be introduced at trial in its entirety, subject to any protective orders requested by either party and deemed appropriate by the court.

b. Not-public data

Minn. Stat. § 13D.05, subd. 2.

The general rule is that meetings cannot be closed to discuss data that are not public under the Minnesota Government Data Practices Act. A meeting must be closed, however, if certain not-public data is discussed.

For example, any portion of a meeting must be closed if expressly required by law or if any of the following types of not-public data are discussed:

- Data that would identify victims or reporters of criminal sexual conduct, domestic abuse, or maltreatment of minors or vulnerable adults.
- Active investigative data created by a law-enforcement agency, or internal-affairs data relating to allegations of law-enforcement-personnel misconduct.
- Educational, health, medical, welfare, or mental-health data that are not public data.
- An individual's medical records governed by Minn. Stat. §§ 144.291 – 144.298.

Minn. Stat. §§ 144.291 – 298.

Minn. Stat. § 13D.05, subd.
1(d).

A closed meeting held to discuss any of the not-public data listed above must be electronically recorded, and the recording must be preserved for at least three years after the meeting.

Minn. Stat. § 13D.05, subd. 1
(b), (c).

Other not-public data may be discussed at an open meeting without liability or penalty if the disclosure relates to a matter within the scope of the public body's authority, and it is reasonably necessary to conduct the business or agenda item before the public body. The public body, however, should make reasonable efforts to protect the data from disclosure. Data discussed at an open meeting retains its original classification; however, a record of the meeting shall be public.

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

January 1, 2010 -December 31, 2011

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ARTICLE 1: RECOGNITION

A. The employer recognizes the employee representative as the representative of all workers who are defined as public employees by Minn. Stat. 179A, excluding supervisory and confidential employees.

B. If the EMPLOYER establishes new job classes within the bargaining unit, both parties agree to negotiate on wages. All other terms and conditions of this AGREEMENT will apply.

ARTICLE 2: DEFINITIONS

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

- A. ANNIVERSARY DATE -the month and date of an employee's initial hiring or promotion.
- B. DESIGNATED PERSONNEL REPRESENTATIVE (S) -city council member(s) who act(s) as liaison(s) between the employees and the city council on personnel matters.
- C. EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act does not apply. Generally, administrative, executive and professional employees are exempt employees.
- D. IMMEDIATE FAMILY -the employee's spouse and children and the following relatives of either the employee or the employee's spouse: mother, father, brother, sister, grandparent, aunt, uncle, stepparent or legal guardian.
- E. 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.
- F. NON-EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act applies.
- G. OVERTIME -time worked by non-exempt employees in excess of 8 hours per day or forty (40) hours per week.
- H. PART-TIME EMPLOYEE
 - 1) REGULAR PART-TIME EMPLOYEE -an employee retained on a non-temporary basis who works less than forty (40) hours per week on a regular schedule throughout the year.
 - 2) NON-REGULAR PART-TIME EMPLOYEE -an employee retained on a temporary basis who works less than forty (40) hours per week on an irregular schedule throughout the year.

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

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: UNION SECURITY

A. In recognition of the UNION as the exclusive representative:

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

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

- C.3 One employee representative (steward or officer) of the UNION shall receive paid time off to participate in contract negotiations and meet and confer meetings.
- C.4 The EMPLOYER shall make reasonable adjustments to the workloads of employee representatives of the UNION who receive paid time off for UNION related activities under the provisions of subsections A, B, and C, above.
- D. Non-employee business representatives of the UNION as previously designated to the EMPLOYER as provided herein may, with concurrence of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances.
- E. The UNION may use the EMPLOYERS facilities for UNION business with prior approval of the EMPLOYER.
- F. The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, UNION recreational and social affairs, arbitration awards, decisions of the Bureau of Mediation Services and the courts, and other items authorized by signature of union officers. All posted materials must be UNION publication or legibly signed by an authorized UNION officer.
- G. Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.
- H. The EMPLOYER shall allow officially designated union officers a 20-minute period within the new employee orientation period to brief new bargaining members on the union and to provide a copy of this AGREEMENT and any other official materials authorized by union officers.

ARTICLE 5: MEET AND CONFER

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

ARTICLE 6: SENIORITY

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

C.2 Recall from layoff, (which shall be in order of seniority with the city, provided that if an employee does not return to work upon recall, as directed by the EMPLOYER or on an extended date mutually acceptable to the employee and EMPLOYER, he/she shall automatically have terminated his/her employment). Notice of recall from layoff shall be made by certified mail to the employees last known address as shown by the employer's records. The employee will have 14 days to respond to this recall notice before recall rights to the position are waived.

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

ARTICLE 7: DISCIPLINE

A. The EMPLOYER will discipline employees only for just cause. The employer will follow the principle of progressive discipline wherever practicable.

B. Discipline, when administered, will be in one or more of the following forms and normally in the following order:

1. Oral Reprimand
2. Written Reprimand
3. Suspension
4. Discharge or disciplinary demotion.

C. If the EMPLOYER has reason to reprimand any employee, it shall normally not be done in the presence of other employees or the public.

D. Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of permanent employees may be appealed up to and through the arbitration step of the grievance procedure contained in this AGREEMENT. The employer will notify the union promptly of all such disciplinary actions.

E. Investigations, which do not result in disciplinary actions, shall not be entered into the employee's personnel records. A written record of all disciplinary actions shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall normally state the corrective action expected of the employee.

E.1 An employee who is reprimanded in writing, suspended, demoted for disciplinary reasons, or

discharged shall be furnished with a copy of notice of such disciplinary action.

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

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

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

ARTICLE 8: GRIEVANCE PROCEDURE

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

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

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

meeting, or two days subsequent to the next meeting of the City Council, whichever is greater.

- C. Grievance time frames may be extended with the mutual consent of the parties. If a grievance is unresolved at Step two, the parties may agree to seek a mediated settlement through Minnesota Bureau of Mediation Services. Any fees and expenses for the Mediator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate.
- D. Step Three: ARBITRATION -If the grievance is not settled in accordance with the foregoing procedure, the UNION and employee may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION'S receipt of the EMPLOYER'S written answer in Step two.

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

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

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

The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the provisions of this AGREEMENT. The arbitrator shall consider and decide

only the specific issue(s) submitted, in writing, by the EMPLOYER and the employee/UNION, and shall have no authority to make a decision on any other issue(s) not so submitted. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The decision shall be based solely upon the arbitrator's interpretation or application of the express terms of this AGREEMENT and on the facts of the grievance presented.

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

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

ARTICLE 9: NO STRIKE-NO LOCKOUT

- A. In recognition of the provisions included in this AGREEMENT for a grievance procedure to be used for resolution of disputes, the UNION agrees that neither the UNION, its officers or agents, nor any of the employees covered by this AGREEMENT will engage in, encourage, sanction, support or suggest any strikes, slow downs, mass absenteeism, mass use of sick leave, the willful absence from one's position, the stoppage of work or the abstinence in whole or in part of the full, faithful and proper performance of the duties of employment. Any violation of any provisions of this Article may be cause for disciplinary action up to and including discharge.

- B. No lockout shall be instituted by the EMPLOYER during the life of this AGREEMENT provided Section A of this article is not violated by employees or the UNION.

ARTICLE 10: WORK SCHEDULES

The normal hours of work for all employees will be established by the City Council with specific work schedules subject to the City Council's approval. Department heads and supervisory employees are required to work all hours necessary to perform their duties.

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

ARTICLE 11: OVERTIME AND COMP TIME

- A. All non-exempt employees are eligible for overtime pay. Overtime will be paid at a rate of one and one half times the regular hourly rate of pay for hours worked in excess of 8 on any given day or each hour worked over forty (40) hours in a given work week. Overtime work must have prior approval by an employee's immediate supervisor or the designated personnel representative except in the case of emergencies.
- B. All paid leave time shall be considered time worked for the purpose of computing overtime.
- C. Compensatory time off may be available to non-exempt employees at the City's option as an alternative to overtime pay. If available, non-exempt employees are eligible for compensatory time off at the rate of one and one-half hour for each hour worked in excess of forty (40) hours per week. Compensatory time off must be used within two (2) weeks of the date or dates on which it is accrued unless permission is received from the designated personnel representative(s) to use it on a later date. No compensatory time off is available unless the employee has received approval from his or her supervisor or the designated personnel representative(s) before the work is performed.

ARTICLE 12: BENEFIT ELIGIBILITY

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

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

ARTICLE 13: HOLIDAYS

The following days are observed paid holidays:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
Presidents' Day	3rd Monday in February
Memorial Day	Last Monday in May

Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
The day following Thanksgiving Day	4th Friday in November
Christmas Eve Day	December 24
Christmas Day	December 25

- A. Whenever one of the above holidays falls on a Saturday, the preceding day will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following day will be observed as a holiday.
- B. Regular employees working a holiday will receive 2 times their normal rate of pay, in addition to any other premiums, overtime or standby pay. Employees may elect to receive part of this pay in compensatory time subject to supervisor scheduling approval.
- C. Personal Holidays: Full-time employees shall also receive one (1) personal holiday per year. The date of such personal holiday shall be approved by the EMPLOYER. Personal holidays shall be taken during the calendar year earned.

ARTICLE 14: VACATION

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

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

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

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

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

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 forty-eight (48) 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.

ARTICLE 15: INSURANCE

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

The Employer will provide, as part of the group insurance plan and at no cost to the employee, basic life insurance coverage equal to the annual salary of the employee, up to \$50,000 of annual salary. Additional units of life insurance may be purchased by the employee as permitted by the Insurance Carrier.

Effective January 1, 2010, the Employer will increase by fifty dollars (\$50.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of six hundred fifty dollars (\$650) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Effective January 1, 2011, the Employer will increase by fifty dollars (\$50.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of seven hundred dollars (\$700) per month per employee for group health, dental, life, short-term and long-term disability insurance.

DEFERRED COMPENSATION

Should an employee have their primary insurance provided by an outside entity, such as a spouse's employer, the employee may elect for contributions to a deferred compensation fund in an amount based on benefit eligibility. Each month, the Employer shall pay into full time employees' deferred compensation funds the following amounts:

2010:	\$450.00 per month
2011:	\$550.00 per month

At no time can the cost to the Employer for insurance plus deferred compensation exceed the maximum insurance contribution noted above.

In order to qualify, the employee must provide proof of insurance. The deferred compensation contribution will end if the employee rejoins the employers' group health insurance program.

ARTICLE 16: WAGES

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

2010 and 2011 Pay Increase: Employees shall not receive a pay increase.

ARTICLE 17: AUTO-ALLOWANCE

Employees authorized to use their personal vehicles on City business will be reimbursed for vehicle expenses at rates set under federal guidelines or by the city council by separate contract.

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

ARTICLE 18: UNIFORMS

The employer will provide appropriate uniforms, outer clothing and footwear required by OSHA to field workers (pants and shirts).

ARTICLE 19: SICK LEAVE

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

- A. Accrual. Sick leave will be accrued for all regular full-time employees at the rate of one (1) day per calendar month and may be accrued to a maximum of ninety (90) days.
- B. Use of Sick Leave. Sick leave may be used only in the event of personal illness, legal quarantine, disability or emergencies such as death or serious illness in an employee's immediate family. 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. An employee may use available sick leave to attend to his or her sick minor child for as long as is reasonably necessary. Up to three (3) days of sick leave per year may be used to attend to any other member of the employee's immediate family who is ill.
- C. Use for Funerals. An employee may use up to three days of sick leave as funeral leave. Funeral leave must be taken on consecutive working days, one of which is the day of death or the day of the funeral. Any deviations from this policy will be at the City Council's discretion.
- D. Upon separation of employment from the Employer, for any reason other than discharge for just cause, the employee or their designated beneficiary shall be paid one-half (1/2) of all unused accumulated sick leave, provided that the employee has ten (10) years of continuous service with the employer at the time of separation.

ARTICLE 20: 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 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.

ARTICLE 21: COURT DUTY

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

ARTICLE 22: MILITARY LEAVE

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

ARTICLE 23: ELECTION DAYS

Any employee who is entitled to vote in any statewide general election or at any election to fill a vacancy in the office of representative in Congress, may absent himself/herself from his/her work for the purpose of voting during such election day for a period not to exceed two (2) hours without deduction from salary on account of such absence, provided the employee has made prior arrangements for the absence with the EMPLOYER. Any employee making claim for time off for voting and not casting a ballot or utilizing the time off for unauthorized purposes shall be subject to disciplinary action.

ARTICLE 24: SCOPE OF AGREEMENT

- A. This AGREEMENT shall represent the complete agreement between the UNION and EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.
- B. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any

subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 25: DURATION

- A. This contract shall become effective January 1, 2010 and shall continue in full force and effect up to and including December 31, 2011.
- B. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.
- C. Either party desiring to terminate or modify this contract must notify the other party in writing at least thirty (30) days prior to December 31, 2011 for wages and conditions of employment for calendar year 2012 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically.
- D. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

ARTICLE 26- SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Ramsey County. In the event any provisions of this AGREEMENT shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provisions.

ARTICLE 27- DRUG AND ALCOHOL TESTING POLICY

The UNION agrees to the City's Alcohol and Drug Testing Policy as referenced in previous contract negotiations. See Appendix A

UNION

By: _____
Dated: _____

Allen Lehrke, AFSCME Co. 5, Business Representative

By: _____
Dated: _____

Dave Hinrichs, Public Works Coordinator, City of
Lauderdale

CITY OF LAUDERDALE

By: _____
Dated: _____

Jeff Dains, Mayor, City of Lauderdale

By: _____
Dated: _____

Heather Butkowski, City Administrator, City of
Lauderdale

APPENDIX A

ALCOHOL AND DRUG TESTING POLICY

Purpose

The City is committed to the health, well being and safety of its employees and property. All employees have a responsibility to report to and be at work in a fir condition to perform. This policy has been established for the purpose of providing a safe work place for all, and to comply with the Drug Free Workplace Act.

Policy

The use, possession, distribution, manufacture or sale of alcohol or illegal drugs anywhere at work on City time, on City property, or in City vehicles is prohibited and considered a willful violation of City policy which can result in suspension or discharge. Drug and alcohol testing of both blood or urine may be conducted under the circumstance set forth below. The City will use Minnesota Rule 4740.1075 through 4740.1090 for minimum standards of alcohol and drug detection limits. Specifics:

1. Applicants. All acceptable candidates who have been offered employment for full and part time positions in areas where physicals are required, will be required to undergo a drug test as part of the placement procedure. This test will only be used to detect illegal drugs, or their metabolites. We will notify and applicant of test results and, subject to the provision of #7 below, will withdraw an employment offer from anyone who tests positive.
2. Employees may be required to undergo drug and alcohol testing at one of the nearest Medical Centers if there is reasonable cause for suspicion to believe that the employee is under the influence of drugs or alcohol and:
 - A. Has violated written work rules prohibiting the use, possession, sale or transfer of drugs or alcohol while working, while on City premise, or while operating City vehicles, machinery or equipment.
 - B. Has sustained a personal injury requiring medical care, or has caused another employee to sustain an injury requiring medical care.
 - C. Has caused a work related accident or was operating or helping to operate equipment, machinery or a vehicle involved in a work related accident.

Employees will be driven to one of the nearest medical centers by their supervisor or the City Administrator. The medical center will take the urine or blood sample, and will forward the sample to the laboratories for testing.

3. An employee must notify his/her supervisor within 5 days of any arrest or conviction under any criminal drug statute. If an employee has been convicted under any drug statute, s/he will be requested to pursue the requirements in #4.
4. Any employee may be required to undergo drug or alcohol testing if that employee has been referred by the City for chemical dependency treatment or evaluation and has been found to be chemically dependent. The employee may be required to undergo testing, without proper notice, during the period of evaluation or treatment and for up to two years following completion of any prescribed chemical dependency treatment program.
5. Applicants and employees may refuse to submit drug/alcohol testing; however, a refusal to submit to required testing will be grounds for immediate suspension with intent to terminate. Offers of employment will be withdrawn from applicants and employee who refuses testing.
6. Before testing is conducted, employees or applicants must state on a written form if they have seen the City policy and note any over-the-counter and prescriptions medications they are taking to have recently taken plus any other relevant information. This form will be given to the clinic at the time of testing.
7. The City Administrator or designee will receive the results of the drug and alcohol tests. Results of testing will be reported in writing to the employee or applicant within three working days of receipt by the City. If the test results is positive, the City will inform the employee or applicant in writing of his/her right to:
 - A. Provide any additional information to the City within three working days upon receiving results of tests, that could explain the positive test result.
 - B. Receive a copy of the test result report.
 - C. Retest the original sample at their own expense provided they inform Administration within five working days after receiving notice of the positive test result.

8. A positive test result which has been confirmed indicating the presence of illegal drugs, alcohol, or non-prescribed drugs may result in termination, subject to the following:
 - A. An employee who tests positive for the first time will be given the opportunity to participate in, at the employee's own expense or pursuant to coverage under the employee's benefit plan, a counseling or rehabilitation program after consultation with the City Administrator.
 - B. The employee may discharge for any of the following reasons:
 1. The employee tested positive on a previous occasion in a work related incident.
 2. The employee refuses to participate in a chemical dependency or rehabilitation program recommended by the City Administrator
 3. The employee fails to successfully complete chemical dependency counseling or a rehabilitation program.
9. If an employee is called out for a City emergency and is suspected of being under the influence of drugs or alcohol, s/he will not be subject to the testing procedures of this policy if s/he is suspected of being under the influence of drugs or alcohol. However, s/he will not be allowed to work, and will be sent home.
10. Results of test and other information acquired in the drug and alcohol testing process will be treated as private and confidential information. The employee tested and the City Administrator or designee will be told the result of the testing. If a positive result is confirmed, the City Administrator or council designee and the employee's supervisor will be notified. Results will be disclosed to no one outside of the City unless required by law or unless released of information is requested by the employee.