

FILE

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, MAY 8, 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.

7:00: RECEPTION FOR RETIRING STATE REPRESENTATIVE MINDY GREILING

1. CALL THE MEETING TO ORDER

2. ROLL CALL

3. APPROVALS

- a. Agenda
- b. Minutes of the April 24, 2012, City Council Meeting
- c. Claims Totaling \$96,707.05

4. CONSENT

- a. Park Use Requests
- b. Business Licenses
- c. IT Remote Access Policy
- d. First Quarter Investment Report

5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

6. INFORMATIONAL PRESENTATIONS / REPORTS

- a. Legislative Updates by Senator John Marty and Representative Mindy Greiling
- b. City Wide Garage Sale – May 19

7. PUBLIC HEARINGS

- a. Request for a Variance to the Front Yard Setback for 1792 Walnut Street

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

8. DISCUSSION / ACTION ITEMS

- a. Request for a Variance to the Front Yard Setback for 1792 Walnut Street
- b. Resolution 050812A - Recognizing May 13 – 19 as Police Week
- c. Proposed Changes to the Mississippi Watershed Management Organization Joint Powers Agreement
- d. Request for Action on Gay Marriage Amendment
- e. 2012-2013 Union Contract
- f. 2012 Non-union Employee Compensation

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. Annual Storm Water Presentation and Public Hearing – May 22
- b. Eustis Street Sanitary Sewer Lining Project – May 22
- c. Emergency Management Round Table – May 22
- d. Presentation by Jerry Hromatka, President Northwest Youth and Family Services – June 12
- e. Annual Update by Cor Wilson, North Suburban Cable Commission – June 12
- f. Police Contract: 2014 and Beyond – June 26

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. City Logo Design Discussion

13. ADJOURNMENT

April 24, 2012

Mayor Pro Tem Gaasch called the City Council meeting to order at 7:30 p.m.

Councillors present: Roxanne Grove, Lara Mac Lean, Denise Hawkinson, and Mayor Pro Tem Mary Gaasch. Absent: Mayor Jeff Dains.

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

Mayor Pro Tem Gaasch asked for changes to the meeting agenda. There being none, Councillor Mac Lean moved to approve the agenda. Councillor Grove seconded the motion and it passed unanimously.

Councillor Grove moved to approve the minutes of the April 4, 2012 emergency City Council meeting. Councillor Mac Lean seconded the motion and it passed unanimously.

Councillor Grove moved to approve the April 10, 2012, City Council meeting minutes. Councillor Mac Lean seconded the motion and it passed unanimously.

Councillor Hawkinson moved approval of the claims totaling \$22,423.61. Councillor Mac Lean seconded the motion and it passed unanimously.

Councillor Grove moved the consent agenda approving park use requests, March finances, and 2012 business licenses. Councillor Mac Lean seconded the motion and it passed unanimously.

Butkowski presented the proposed 2013 police contract to the Council. No changes have been made to the document since the Council's previous discussion. The language mirrors that of Falcon Heights' contract and the cost is the same as was presented to the Council last year. Last year the Council opted to approve a one-year agreement due to budgetary uncertainty.

The Council discussed appointing one or two council members to meet with Chief Ohl to evaluate alternative policing arrangements if state aid continues to decline. Since three or more councillors offered to meet with Chief Ohl, staff will invite him to a future meeting to discuss options with the entire council.

Councillor Hawkinson moved to adopt the 2013 police contract with the City of St. Anthony as presented. Councillor Mac Lean seconded the motion and it passed unanimously.

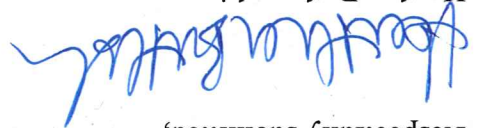
Butkowski reviewed the preliminary agenda for the next City Council meeting which included the 2012-2013 union contract, city logo design discussion, IT remote access policy, and legislative updates by State Senator John Marty and Representative Mindy Greiling.

Mayor Pro Tem Gaasch asked if anyone present wished to address the Council.

Sara Nelson, 1784 Carl Street, addressed the Council. She asked the Council to reconsider the layout of the new playground equipment. She felt the location of the swings could result in an accident. The Council discussed the layout with Nelson. Staff will discuss layout options with the playground equipment company and bring the information back to the Council at a future meeting.

There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Grove seconded the motion and it carried. The meeting adjourned at 7:45 p.m.

Respectfully submitted,



Heather Butkowski
City Administrator

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

May 8, 2012 City Council Meeting

Payroll	04/27/12 Payroll: Direct Deposit # 501361-501370	\$7,983.93
	04/27/12 Payroll: Payroll Liabilities, e-payments #660E-663E	\$6,838.02
Vendor Claims	05/08/12 Claims: Check #'s 21195-21220	\$81,885.10
SUBTOTAL		\$96,707.05

Total Claims for Approval \$96,707.05

CITY OF LAUDERDALE Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group	Check Amount	Check Date	Check Status
501367	000000002	HINRICHS, DAVID C	9	BI-WEEKLY	\$1,133.20	4/27/2012	Outstanding
501368	000000005	HUGHES, JOSEPH A	9	BI-WEEKLY	\$1,632.09	4/27/2012	Outstanding
501363	000000010	DAINS, JEFFREY	9	BI-WEEKLY	\$279.55	4/27/2012	Outstanding
501361	000000011	BOWNIK, JAMES	9	BI-WEEKLY	\$1,515.30	4/27/2012	Outstanding
501362	000000007	BUTKOWSKI-HINRICHS, HE	9	BI-WEEKLY	\$2,063.88	4/27/2012	Outstanding
501366	000000041	HAWKINSON, DENISE	9	BI-WEEKLY	\$188.70	4/27/2012	Outstanding
501370	000000013	MAC LEAN, LARA	9	BI-WEEKLY	\$188.70	4/27/2012	Outstanding
501365	000000019	GROVE, BARBARA ROXANN	9	BI-WEEKLY	\$188.70	4/27/2012	Outstanding
501364	000000020	GAASCH, MARY A.	9	BI-WEEKLY	\$188.70	4/27/2012	Outstanding
501369	000000027	KELLY, KEVIN	9	BI-WEEKLY	\$605.11	4/27/2012	Outstanding
					\$7,983.93		

CITY OF LAUDERDALE

*Claim Register©

42712payroll

APRIL 2012

Claim Type	Direct	Transaction Date	Invoice	Cash Payment	Claim#	Total
Claim# 2646		5/2/2012	NORTH STAR BANK CHECKING S	G 101-21701 FEDERAL TAXES	CK# 000660E	\$1,070.04
				4/27/12 Payroll		
				4/27/12 Payroll		
				G 101-21703 FICA WITHHOLDING		\$1,720.61
				4/27/12 Payroll		
				G 101-21704 PERA		\$1,523.71
Claim# 2647		5/2/2012	PERA	G 101-21704 PERA	CK# 000661E	\$2,790.65
				4/27/12 Payroll		
				G 101-21705 ICMA RETIREMENT		\$1,415.52
Claim# 2648		5/2/2012	ICMA RETIREMENT TRUST - 457	G 101-21705 ICMA RETIREMENT	CK# 000662E	\$1,415.52
				4/27/12 Payroll		
				G 101-21702 STATE WITHHOLDING		\$1,108.14
Claim# 2649		5/2/2012	MN DEPARTMENT OF REVENUE	G 101-21702 STATE WITHHOLDING	CK# 000663E	\$1,108.14
				4/27/12 Payroll		
				NORTH STAR CHE		\$1,108.14
				10100		
				NORTH STAR CHE		\$6,838.02
				10100		
						\$6,838.02

Pre-Written Check	\$6,838.02	
Checks to be Generated by the Compute	\$0.00	
Total	\$6,838.02	

CITY OF LAUDERDALE

Check Detail Register

MAY 2012

Check Amt Invoice Comment

Check #	Date	Amount	Description	Invoice #	Comment
10100			NORTH STAR CHECKING		
			ABDO EICK & MEYERS LLP		
E 101-41500-301	5/8/2012	\$3,160.00	AUDITING		2011 Financial Audit
E 601-49000-301	5/8/2012	\$395.00	AUDITING		2011 Financial Audit
E 602-49100-301	5/8/2012	\$395.00	AUDITING		2011 Financial Audit
		\$3,950.00	Total		
			AFSCME		
G 101-21709	5/8/2012	\$109.18	UNION DUES		4/12 Union Dues
		\$109.18	Total		
			BANYON DATA SYSTEM		
E 101-41200-307	5/8/2012	\$1,561.20	COMPUTER SERVICES		2012 Financial Software Annual Support
		\$1,561.20	Total		
			BARR ENGINEERING CO.		
E 601-49000-327	5/8/2012	\$4,698.70	OTHER SERV-SEWER/NPDES I		Sewer Spill Response
		\$4,698.70	Total		
			BUTKOWSKI, HEATHER		
E 101-41200-308	5/8/2012	\$200.00	TRAINING/CONFERENCES		reimburse JB & HB MCMMA conference
		\$200.00	Total		
			CEMSTONE		
E 404-48404-527	5/8/2012	\$487.35	GENERAL PARK IMPROVEMEN		Cement for Ball Field
		\$487.35	Total		
			CITY OF FALCON HEIGHTS		
E 101-42100-321	5/8/2012	\$1,904.42	FIRE CALLS		4/12 Fire Calls
		\$1,904.42	Total		
			CITY OF ROSEVILLE		
E 101-41200-391	5/8/2012	\$95.40	TELEPHONE/PAGERS		5/12 Phone Services
E 101-41200-306	5/8/2012	\$398.75	CONSULTING FEES		5/12 IT Services
		\$494.15	Total		
			CITY OF ST ANTHONY		
E 101-42100-319	5/8/2012	\$49,672.42	POLICE CONTRACT		5/12 Police Contract
		\$49,672.42	Total		
			GOPHER STATE ONE-CALL		
E 101-43400-386	5/8/2012	\$47.85	GOPHER STATE ONE CALL		4/12 Locates
		\$47.85	Total		
			KENNEDY & GRAVEN		
E 101-41500-305	5/8/2012	\$49.20	LEGAL FEES - CIVIL		4/12 legal services - audit letter
		\$49.20	Total		
			KONICA MINOLTA		
Paid Chk# 021206	5/8/2012				

Check Detail Register

CITY OF LAUDERDALE

MAY 2012

Check Amt Invoice Comment

E 101-41200-401	COPIER CONTRACT	\$229.64	5/12 Copier Contract	
Total KONICA MINOLTA \$229.64				
Paid Chk# 021207	MINNESOTA PLAYGROUND, INC.	\$8,048.64	Playground Installation	
E 404-48404-525	PLAYGROUND (CDBG)	\$8,048.64		
Total MINNESOTA PLAYGROUND, INC. \$8,048.64				
Paid Chk# 021208	MPCA	\$40.00	DH - renew operators license	
E 601-49000-442	MISC	\$40.00		
Total MPCA \$40.00				
Paid Chk# 021209	NORTHLAND MECHANICAL CONTRACT	\$3,962.37	Emergency Sewer Service	
E 601-49000-327	OTHER SERV-SEWER/NPDES I	\$3,962.37		
Total NORTHLAND MECHANICAL CONTRACT \$3,962.37				
Paid Chk# 021210	ON SITE SANITATION	\$68.71	4/12 Portable Restroom	
E 101-45200-427	PORTA POTTY RENTAL	\$68.71		
E 101-45200-427	PORTA POTTY RENTAL	\$106.87	5/12 Portable Restroom	
Total ON SITE SANITATION \$175.58				
Paid Chk# 021211	PIONEER PRESS	\$169.00	52 Week Subscription	
E 101-41200-438	DUES & SUBSCRIPTIONS	\$169.00		
Total PIONEER PRESS \$169.00				
Paid Chk# 021212	PLAYPOWER	\$816.20	Grill Replacement at Park	
E 404-48404-524	PICNIC SHELTER	\$816.20		
Total PLAYPOWER \$816.20				
Paid Chk# 021213	POSTMASTER - STAMPS	\$90.00	3 rolls stamps	
E 101-43400-203	POSTAGE	\$90.00		
E 101-41200-203	POSTAGE	\$45.00	3 rolls stamps	
Total POSTMASTER - STAMPS \$135.00				
Paid Chk# 021214	RAMSEY COUNTY, PROP REC & REV	\$1,010.43	4/12 911 Dispatch	
E 101-42100-318	911 Dispatch	\$1,010.43		
E 101-42100-355	MISC PRINTING/PROCESS SER	\$25.00	5/12 Health Insurance Benefits	
E 101-42100-442	MISC	\$6.24	4/12 800 MHz radio licenses	
G 101-21706	HEALTH INSURANCE	\$429.15	5/12 Health Insurance Benefits	
Total RAMSEY COUNTY, PROP REC & REV \$1,470.82				
Paid Chk# 021215	RAPIT PRINTING	\$630.00	2Q 2012 Newsletter Printing	
E 101-41200-353	NEWSLETTER PRINTING	\$630.00		
Total RAPIT PRINTING \$630.00				
Paid Chk# 021216	RELIAKOR SERVICES	\$1,064.00	2012 Spring Street Sweeping	
E 101-43000-314	STREET SWEEPING	\$1,064.00		
Total RELIAKOR SERVICES \$1,064.00				
Paid Chk# 021217	ST PAUL REGIONAL WATER SERVICE			

CITY OF LAUDERDALE

*Check Detail Register®

MAY 2012

Check Amt Invoice Comment

E 101-43000-382	WATER	\$15.52	1Q2012 Water - City Hall
E 601-49000-382	WATER	\$15.52	1Q2012 Water - PW Garage
E 101-45200-382	WATER	\$15.52	1Q2012 Water - Warming House
total ST PAUL REGIONAL WATER SERVICE			

Paid Chk# 021218	5/8/2012	STANTEC	
E 601-49000-304	ENGINEERING	\$1,000.00	Sewer Lining Project
E 101-48100-306	CONSULTING FEES	\$756.00	Municipal Liquor Store
Total STANTEC			
		\$1,756.00	

Paid Chk# 021219	5/8/2012	STEICHENS SPORTING GOODS	
E 101-45200-201	GENERAL SUPPLIES	\$27.85	Ballfield bases and anchors
Total STEICHENS SPORTING GOODS			
		\$27.85	

Paid Chk# 021220	5/8/2012	WASTE MANAGEMENT	
E 101-43000-384	REFUSE DISPOSAL	\$108.97	5/12 Refuse Disposal - Public Works
Total WASTE MANAGEMENT			
		\$108.97	

10100 NORTH STAR CHECKING \$81,855.10

Fund Summary

10100 NORTH STAR CHECKING	\$61,996.32
101 GENERAL	\$9,352.19
404 PARK IMPROVEMENT	\$10,111.59
601 SEWER UTILITIES	\$395.00
602 STORM SEWER ENTERPRISE FUND	\$81,855.10

**LAUDERDALE COUNCIL
ACTION FORM**

Meeting Date May 8, 2012

ITEM NUMBER: 2012 Rental and Business Licenses

STAFF INITIAL: KK

Action Requested

Consent _____

Public Hearing _____

Discussion _____

Action _____

Resolution _____

Work Session _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A list of business owners who have completed their license requirements and/or renewed their application for licensure for 2012.
 Metro Heating & Cooling—HVAC Contractor
 1888 Walnut St.—Rental Housing License

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 listed above.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____

Public Hearing _____

Discussion _____

Action _____

Resolution _____

Work Session _____

Meeting Date May 8, 2012

ITEM NUMBER City Park Application

STAFF INITIAL KK

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City received an application for use of the Park. The group expects more than 30 people to attend. Per city ordinance, council approval is required. The application is attached for your review.

The application is for a private party and they expect 30 or more attendees. They are seeking a reservation for the use of the Park Shelter from 2:00-10:00 p.m. on Sunday, May 13.

OPTIONS:

- A) Approve the requests to use the park.
- B) Do not approve the requests.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves use of Lauderdale City Park for their private party.

COUNCIL ACTION:

NON-RESIDENT APPLICATION FOR USE OF COMMUNITY PARK

APPLICANT INFORMATION:

Name: Andy Ranaivoson Address: 1998 Brewster St.
 City: St Paul State: MN Zip: 55108
 Telephone No.: 651-647-5535 Name of Organization (if applicable): _____

PARK USE INFORMATION:

Date of Park Use: May 13th, 2012 Hours Used: 2 - Close
 * Number attending: 30 + Open House Note: Groups of 30 or more must receive council approval

Picnic Shelter Fees (Note: Fees are non-refundable within 15 business days of date of reservation)
 4 Hours: \$21.43 (\$20 + 7.125% Tax), All Day: \$37.49 (\$35 + 7.125% Tax), plus \$50 Damage Deposit

BY SIGNING THIS APPLICATION, THE APPLICANT AGREES TO THE FOLLOWING:

- The applicant will clean up the area after the event has occurred. Please bring your own garbage bags and take the garbage with you when you go.
- The park facilities may not be used for advertisement of products, goods, or services, or for personal profit.
- The event may not unreasonably interfere with the general public use of the park, or with the safe and orderly movement of traffic on streets surrounding the park.
- The applicant is aware that there is a parking lot on Roselawn Avenue, including spaces for the handicapped.
- The applicant understands that the park opens at 8 a.m. and closes at 10 p.m.
- The applicant understands that no intoxicating liquor may be present or consumed at the park.
- The applicant agrees to carry a copy of the approved application form with them as proof of reservation.
- If the applicant experiences problems with the facilities, the applicant shall contact City Hall during office hours, or Ramsey County Dispatch after hours at 651-767-0640.
- The applicant understands that the renter/users of Lauderdale park facilities at all times indemnify, defend, and hold harmless the City of Lauderdale, Minnesota, its officers, employees, and contractors from and against any and all claims, damages, losses, and expenses of whatever nature, including attorney fees, in any manner connected with, related to, or as a result of any actions or inaction associated with the usage of rental of Lauderdale facilities. Furthermore, renter/users may be required to provide a certificate of insurance naming the City as an additional insured.


Applicant's Signature: Simbine Andrianand
 Applicant's Printed Name: _____
 Date: 04/27/12

FOR OFFICE USE ONLY:

Date Application Received: 4-30-2012 Approved By: WC
 Fees Received: _____ Check #: _____ Receipt #: _____
 Damage Deposit Check #: _____
 Temporary Non-Intoxicating Liquor License Granted? _____ If so, date Council granted: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested	_____
Consent	<input checked="" type="checkbox"/>
Public Hearing	_____
Discussion	_____
Action	_____
Resolution	_____
Work Session	_____

Meeting Date	May 8, 2012
ITEM NUMBER	IT Remote Access Policy
STAFF INITIAL	
APPROVED BY ADMINISTRATOR	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City partners with approximately 20 government entities for IT services provided by City of Roseville staff. Periodically, the consortium is asked to adopt policies for the benefit of the network. In this case, the group is being asked to adopt a remote access policy which defines who can access the shared network off-site and how. According to the policy, the city administrators decide who can access the network away from the office and the IT department establishes how based on the best technology available to protect the network. From my standpoint, nothing in the policy is controversial. I am the only person who has made use of the VPN technology to date (while on maternity leave).

OPTIONS:

Decide whether to approve the remote network access policy. If the Council believes the policy should be amended, I will bring those changes back to the IT group.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves the Remote Network Access Policy as presented.

COUNCIL ACTION:

Remote Network Access Policy

Issued by: Information Technology Department

Applies to: All city employees, contractors, consultants, and temporary hires that request and are granted remote network access.

Effective: June 1, 2012

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Introduction

Remote network access is the ability to gain access to an organization's computer network by individuals not located at the organization's offices. This may include traveling employees, teleworkers (employees who regularly work from home), or employees who work both from the office and from home, and contractors or consultants that perform work and services for a city department. In many cases, both the organization and the employee may benefit from the increased flexibility provided by remote access. However remote access is inherently a security risk and consequently requires policies and procedures to minimize this risk.

Purpose

The purpose of this policy is to define the approved method for City employees to remotely connect to the City network and how their connection will be established, controlled and managed. The procedures and guidelines provided in this document were developed to minimize risk associated with this activity.

Definitions

Remote network access involves setting up a virtual private network (VPN) connection between the remote computer using VPN client software and a secured gateway router that allows access to the city network over the Internet. This requires the remote user to have available a high-speed Internet connection. Access is granted only to users that have been granted remote access permissions and have received, read, and acknowledge this policy.

Scope

This policy applies to all employees, contractors, vendors and agents that connect to the City servers, applications or other network attached resources. This policy applies to remote access connections used to do work on behalf of the City, including but not limited to, file and print access, applications, and Intranet use. Remote access implementations that are covered by this Policy include, but are not limited to, dial-in modems, DSL, VPN, SSH, and cable modems, etc.

Policy

It is the responsibility of City employees, authorized third party contractors, vendors and agents with remote network access privileges to the City network to ensure that their remote access connection is given the same consideration as the user's on-site connection to the City network. Remote access will be granted only with the approval of the requester's supervisor and/or the Information Technology Department Network Manager or in the case of a third party contractor, by contractual agreement. VPN is a "user managed" service. This means that the user is responsible for selecting an Internet Service Provider (ISP), coordinating installation, installing any required software, and paying associated connection fees.

Additionally,

- ❖ VPN access is provided through the Information Technology (IT) Department. No other department may implement VPN services.
- ❖ Only the VPN client software distributed by IT may be used.
- ❖ VPN account names and passwords will be assigned by an IT network administrator or authorized delegate.
- ❖ VPN access requires two-factor authentication using the established methods approved by the IT Department.
- ❖ The authorized user, or their department, is required to reimburse the IT Department for any licensing associated with the VPN client and/or authentication software.
- ❖ Only current Microsoft Windows platforms are supported. Additional operating systems and platforms may be supported on a case-by-case basis but it cannot be assumed that support will automatically be extended to non-Windows platforms.
- ❖ Only city-owned (domain managed) computers will be allowed to access the network over a VPN connection. Personally owned computers are prohibited from directly accessing network file shares and printers.
- ❖ All network activity during a VPN session is subject to city computer use policies and may be monitored for compliance.
- ❖ To mitigate perceived or discovered threats to the network, VPN access to the city network and systems may be disabled at any time without advanced notification to remote access users. Active sessions may also be disconnected without prior warning.
- ❖ All computers connected to the City network via VPN or any other technology must use the most up-to-date anti-virus software that meets or exceeds the corporate

Employees

The following procedures should be followed to acquire VPN access:

Procedures

- ❖ No security issues over this connection
- ❖ No violations of this policy

measures:

The following success of the policy will be assessed annually using the following quantifiable

Key Performance Indicators (KPIs)

- ❖ Temporary or permanent revocation of remote network access privileges;
- ❖ Disciplinary action according to applicable the City policies;
- ❖ Termination of employment; and/or
- ❖ Legal action according to applicable laws and contractual agreements.
- ❖ Consultants and contractors will be subject to legal action and including the payment of fines and penalties may be incurred and immediate termination of all contractual agreements.

one or more of the following:

Violations of this policy will be treated like other allegations of wrongdoing at the City. Allegations of misconduct will be adjudicated according to established procedures. Sanctions for inappropriate use on the City's network systems and services may include, but are not limited to,

Enforcement

- ❖ Contractors and consultants must understand that their computers are a de facto extension of the City network, and as such, are subject to the same rules and regulations that apply to city-owned equipment including, but not limited to, remote examination and scanning by IT personnel.
- ❖ The VPN gateway is limited to an absolute connection time of 12 hours.
- ❖ VPN users will automatically be disconnected from the City network after thirty minutes of inactivity. The user must then logon again to reconnect to the network, Pings or other artificial network processes are not to be used to keep the connection open.
- ❖ Contractor performing work on a HVAC control server shall have access only to the host server running the HVAC software.
- ❖ Consultants and contractors are limited to targeted hosts only. For example, a contractor performing work on a HVAC control server shall have access only to the host server running the HVAC software.
- ❖ Consultants and contractors are limited to targeted hosts only. For example, a contractor performing work on a HVAC control server shall have access only to the host server running the HVAC software.

standard. Proof of compliance is required prior to the assignment of a VPN account

- 1. Employees must discuss the viability of remote access with their immediate supervisor.
 - 2. If the supervisor approves, submit a request for VPN services via the Online Remote Access Request Form in the Help Desk Ticketing System (<http://helpdesk.metro-net.us>).
 - 3. The IT Manager or delegate will review the request and determine the appropriate access method.
- Consultants and Contractors*
- 1. Intention of user must be included with bid submissions and in final contracts.
 - 2. A Remote Access Request Form for Consultants and Contractors must be completed for each individual who will be utilizing remote access.
 - 3. The IT Manager or delegate will review the request and determine the appropriate access method.
- ❖ Always ensure that you comply with city computer security policies.
 - 1. You are responsible for making sure you apply the same security to your remote access connection as when connecting in your office. You bear responsibility for the consequences should your access be misused.
 - 2. Never provide your login or email password to anyone - not even members of your family. Your City computer account and password is for your sole use.
 - 3. You must select a password that complies with the City minimum standard and keep it confidential at all times.
 - 4. You must take all reasonable steps to make sure that your computer is physically secure when logged in: e.g. do not leave it unattended without activating a password protected screen saver.
 - 5. Logins must not be automated on clients (i.e. you must not click on the "remember my password" box).
 - ❖ Your client device used to connect remotely must be running security software and be in a secure state. The following security related tools must be running and practices be followed on all remote computing devices.
 - 1. Anti-virus software, with daily updates enabled and full system scans enabled.
 - 2. Operating system must secure with the latest security patches, including those for Internet Explorer. Windows Update must be enabled and set to auto-install updates.
 - 3. Spyware detection and removal software is required.
 - 4. An active personal firewall system (hardware or software) is strongly recommended.

Guidelines

Contacts

Policy	Network Manager	651-792-7092
Procedures	Network Operations	651-792-7099
Software Help	Help Desk	651-792-7095
	network.manager@metro-inet.us	
	netops@metro-inet.us	
	support@metro-inet.us	

Related Documents

Computer Use Policy
Password Policy

January 2008
February 2012

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent

Public Hearing

Discussion

Action

Resolution

Work Session

Meeting Date May 8, 2012

ITEM NUMBER 1012 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 first quarter of 2012.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the first quarter investment report for 2012.

COUNCIL ACTION:

**City of Lauderdale
First Quarter Investment Report
May 8, 2012**

The quarter ended with a general fund balance of \$447,525.97 and cash and investments totaling \$3,142,802.66. 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 \$2,757,038.40 was invested. \$1,360,503.49 was invested in money market funds and \$1,396,534.91 in certificates of deposit (CDs).

The City purchased three CDs this quarter.

- One West Bank (CA) at 0.40% for 18 months.
- Discover Bank (DE) at 0.65% for 24 months.
- World's Foremost Bank (NE) at 1.07% for 36 months.

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

Table 1: Average Money Market Rates: October 2011 – March 2012

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%
	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%	0.04%	0.04%
	January	February	March

This quarter, the City earned \$3,666.16 from investments compared to \$6,338.98 last quarter. In summary, the City earned \$30,612.67 in interest in 2011 and \$54,673.60 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	2012 Budget	As of March 31
101 – General Fund	\$6,000	\$651.71
201 – Community Events	\$100	\$7.50
202 – Communication	\$300	\$28.40
203 – Recycling	\$800	\$120.27

At the end of the quarter, the securities were held an average of 691 days or about 23 months. Currently, investment maturity dates are laddered through April 2014. 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.

304 - 2003 Street Improve	\$3,000	\$274.95
401 - Capital Improve, Street	\$4,500	\$628.74
402 - Capital Improve, Gen	\$1,000	\$70.44
403 - Capital Improvement, Storm Sewer	\$1,800	\$219.33
404 - Capital Improve, Parks	\$1,200	\$293.32
405 - TIF Projects	\$2,000	\$384.20
407 - Sewer Improvements	\$4,000	\$529.15
601 - Sewer Enterprise Fund	\$2,300	\$387.43
602 - Storm Sewer Enterprise Fund	\$500	\$70.72
Totals	\$27,500	\$3,666.16

2012 City of Lauderdale Investments

	FDIC	CUSIP	% Rate	Approx. Holding In Days	Maturity Date	Purch Date	Balance 12/31/2011	Purchases	Sales	Transfers In	Transfers out	Interests/ Dividends	Balance 1/31/2012	Purchases	Sales	Transfers In	Transfers out	Interests/ Dividends	Balance 2/28/2012	Transfers In	
Smith Barney																					
Invest Gov't/Money Market																					
CD Apple Bank for Savings (NY)			0.550	730	4/4/2014	4/4/2012	27,787.05	-	-	428.49	-	0.52	\$28,196.06	-	-	-	-	0.85	28,196.91	-	101,844.93
CD GE Capital Finance (U-semi Sept 11)	93778	037830	1.350	1096	3/11/2014	3/11/2011	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	673.15
CD BNY Mellon Bank (U-semi Sept 11)	95444	056899	1.850	730	7/15/2013	7/15/2011	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	573.42
CD Citigroup Bank (U-semi Sept 11)	30980	051557	0.850	730	7/15/2013	7/15/2011	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	324.11
CD Citigroup Bank (U-semi Sept 11)	33124	381438	0.850	547	3/28/2013	9/28/2011	100,000.00	-	-	-	-	428.49	100,000.00	-	-	-	-	-	100,000.00	-	100,274.23
CD Wells Fargo Bank (U-semi Sept 11)	35655	591557	0.850	547	3/29/2012	9/29/2010	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-
Future purchases																					
Portfolio Value																					
							527,787.05	428.49	428.49	428.49	-	429.01	528,196.06	428.49	428.49	428.49	-	0.65	528,196.91	101,844.93	101,844.93
Northland																					
Money Market																					
CD Ally Bank, Middleville, UT (Apr/Oct)			0.850	730	4/4/2014	4/4/2012	179.01	-	-	99,468.21	-	-	99,647.22	-	-	-	-	-	99,647.22	-	473.70
CD First Bank of North Carolina (U-semi Sept 11)	27471	025870	0.850	730	9/29/2013	9/29/2011	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-	-	100,007.00	-	-
CD First Bank of North Carolina (U-semi Sept 11)	3510	025870	1.780	730	5/20/2012	5/20/2010	96,520.91	-	-	277.26	-	277.26	96,520.91	-	-	-	-	-	96,520.91	-	473.70
CD Citibank Bank of Florida (No Int)	57860	68407A	2.200	915	1/30/2012	7/29/2009	99,065.00	-	-	99,190.95	-	185.95	99,065.00	-	-	-	-	-	99,065.00	-	-
Future purchases																					
Portfolio Value																					
							395,778.92	99,468.21	99,468.21	99,468.21	-	463.21	396,182.13	99,468.21	99,468.21	99,468.21	-	-	396,182.13	473.70	473.70
RBC Dain Rauscher																					
Money Market																					
CD Cedar Rapids Bank			0.500	1095	4/13/2015	4/12/2012	-	-	-	84.93	-	-	-	-	-	-	-	-	-	-	79.45
CD Discover Bank, Greenwood, DE	254670	0.650	730	2/24/2014	2/22/2012	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CD Community Bank South, Parsons, TN (Mo. Int)	19849	20404U	1.000	730	10/29/2012	10/29/2010	100,000.00	-	-	84.93	-	84.93	100,000.00	-	-	-	-	-	100,000.00	-	-
CD Beal Bank (LV)	57833	073704	0.500	365	9/26/2012	9/26/2011	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	79.45
CD Ally Bank, Middleville, UT (Apr/Oct)	57803	02004M	0.700	548	4/30/2012	10/29/2010	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-
CD Beal Bank (TX)	32574	073704	0.500	365	4/11/2012	4/13/2011	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-
Future purchases																					
Portfolio Value																					
							400,000.00	84.93	84.93	84.93	-	84.93	400,000.00	100,000.00	100,000.00	84.93	-	84.93	500,000.00	79.45	79.45
Piper Jaffrey																					
Money Market																					
Future purchases																					
Financial Northeastern Companies																					
Money Market																					
CD One West Bank (CA)			0.400	548	9/30/2013	3/28/2012	-	-	-	-	-	-	-	-	-	-	-	-	-	-	79.45
CD World's Foremost Bank			1.070	1095	2/17/2015	2/17/2012	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Future purchases																					
ICD Securities																					
Money Market																					
Future purchases																					
4M Funds																					
Invest Fund																					
Plus Fund							594,772.01	-	-	84.93	-	7.69	594,856.94	-	-	-	-	6.42	594,941.87	-	79.45
Future purchases							960,114.28	-	-	-	-	36.72	960,150.98	-	-	-	-	34.77	960,185.75	-	-
Total Account							1,554,886.27	-	-	84.93	-	44.41	1,555,015.81	-	-	-	-	41.19	1,555,141.73	-	79.45
TOTAL INVESTMENTS AND CDS.																					
							2,878,372.24	513.42	513.42	513.42	-	1,021.56	2,879,393.80	100,000.00	100,000.00	84.93	-	126.97	2,879,520.77	101,924.38	102,003.83
* Average holding of Current CDS/Agencies 651.1 Days																					
From "Cash Balances" 101-10400 Invest Actual Bal. 101-10100																					
From "Cash Balances" 101-10400 Invest Actual Bal. 101-10100																					
Inv Bal BS Interest New Balance																					
Inv Bal BS Interest New Balance																					

Transfers out	Interest/ Dividends	Balance 3/31/2012	Purchases	Sales	Transfers in	Transfers out	Interest/ Dividends	Balance 4/30/2012	Purchases	Sales	Transfers in	Transfers out	Interest/ Dividends	Balance 5/31/2012	Purchases	Sales	Transfers in	Transfers out	Interest/ Dividends	Balance 6/30/2012	Purchases	Sales	Transfers in
-	1.66	130,043.50	-	-	-	-	-	130,043.50	-	-	-	-	-	130,043.50	-	-	-	-	-	130,043.50	-	-	-
-	673.15	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
-	573.42	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
-	324.11	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
-	274.25	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	1,846.59	530,043.50	-	-	-	-	-	530,043.50	-	-	-	-	-	530,043.50	-	-	-	-	-	530,043.50	-	-	-
-	-	100,120.92	-	-	-	-	-	100,120.92	-	-	-	-	-	100,120.92	-	-	-	-	-	100,120.92	-	-	-
-	473.70	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-
-	-	96,520.91	-	-	-	-	-	96,520.91	-	-	-	-	-	96,520.91	-	-	-	-	-	96,520.91	-	-	-
-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-
-	473.70	396,655.83	-	-	-	-	-	396,655.83	-	-	-	-	-	396,655.83	-	-	-	-	-	396,655.83	-	-	-
79.45	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
-	79.45	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	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
79.45	79.45	500,000.00	-	-	-	-	-	500,000.00	-	-	-	-	-	500,000.00	-	-	-	-	-	500,000.00	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
-	-	79.45	-	-	-	-	-	79.45	-	-	-	-	-	79.45	-	-	-	-	-	79.45	-	-	-
-	79.45	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-
225,000.00	38.44	1,130,259.62	-	-	-	-	-	1,130,259.62	-	-	-	-	-	1,130,259.62	-	-	-	-	-	1,130,259.62	-	-	-
225,079.45	2,517.63	2,757,038.40	-	-	-	-	-	2,757,038.40	-	-	-	-	-	2,757,038.40	-	-	-	-	-	2,757,038.40	-	-	-
2,754,520.77	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,307,376.74	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
447,144.03	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,754,620.77	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,517.63	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
2,757,038.40	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-

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 7/31/2012	Purchases	Sales	Transfers In	Transfers out	Interest/ Dividends	Balance 8/31/2012	Purchases	Sales	Transfers In	Transfers out	Interest/ Dividends	Balance 9/30/2012	Purchases	Sales	Transfers In	Transfers out	Interest/ Dividends	Balance 10/31/2012	Purchases	Sales	Transfers In	
-	-	130,043.50	-	-	-	-	-	130,043.50	-	-	-	-	-	130,043.50	-	-	-	-	-	130,043.50	-	-	-	-
-	-	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	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-
-	-	530,043.50	-	-	-	-	-	530,043.50	-	-	-	-	-	530,043.50	-	-	-	-	-	530,043.50	-	-	-	-
-	-	100,120.92	-	-	-	-	-	100,120.92	-	-	-	-	-	100,120.92	-	-	-	-	-	100,120.92	-	-	-	-
-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-
-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-	-	100,007.00	-	-	-	-
-	-	96,520.81	-	-	-	-	-	96,520.81	-	-	-	-	-	96,520.81	-	-	-	-	-	96,520.81	-	-	-	-
-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-	-	0.00	-	-	-	-
-	-	396,655.83	-	-	-	-	-	396,655.83	-	-	-	-	-	396,655.83	-	-	-	-	-	396,655.83	-	-	-	-
-	-	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	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-
-	-	500,000.00	-	-	-	-	-	500,000.00	-	-	-	-	-	500,000.00	-	-	-	-	-	500,000.00	-	-	-	-
-	-	79.45	-	-	-	-	-	79.45	-	-	-	-	-	79.45	-	-	-	-	-	79.45	-	-	-	-
-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-
-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-
-	-	200,079.45	-	-	-	-	-	200,079.45	-	-	-	-	-	200,079.45	-	-	-	-	-	200,079.45	-	-	-	-
-	-	295,040.23	-	-	-	-	-	295,040.23	-	-	-	-	-	295,040.23	-	-	-	-	-	295,040.23	-	-	-	-
-	-	835,219.39	-	-	-	-	-	835,219.39	-	-	-	-	-	835,219.39	-	-	-	-	-	835,219.39	-	-	-	-
-	-	1,130,259.62	-	-	-	-	-	1,130,259.62	-	-	-	-	-	1,130,259.62	-	-	-	-	-	1,130,259.62	-	-	-	-
-	-	2,757,038.40	-	-	-	-	-	2,757,038.40	-	-	-	-	-	2,757,038.40	-	-	-	-	-	2,757,038.40	-	-	-	-
-	-	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																						
-	-	From "Cash Balances" 101-10400 Invest Actual Bal. 101-10100 Inv Bal BS Interest New Balance																						

Investments as of 3/31/12			
By Broker	%	Amount	
Smith Barney	19.2%	530,043.50	
Northland	14.4%	386,655.83	
RBC	16.1%	500,000.00	
Piper Jaffrey	0.0%	0	
Financial Northeastern Company	7.3%	200,079.45	
ICD Securities	1.0%	250,000.00	
League of MN Cities	41.0%	1,130,259.62	
Total	100.0%	2,757,038.40	

Investments as of 3/31/12			
By Type	%	Amount	
Money Market	49.3%	1,360,503.49	
Fed Agency	0.0%	0.00	
Commercial Paper	0.0%	0.00	
Treasury	0.0%	0.00	
Certificate of Deposit	50.7%	1,396,534.91	
Total	100.0%	2,757,038.40	

Investments as of 3/31/12			
By Maturity	%	Amount	
Up to 1 year	36.1%	996,534.91	
1 to 2 years	10.9%	300,000.00	
2 to 3 years	3.6%	100,000.00	
3 years & over	49.3%	1,360,503.49	
No time limit			
Total	100.0%	2,757,038.40	

	Balance 11/30/2012	Purchases	Sales	Transfers In	Transfers out	Interest/Dividends	Balance 12/31/2012	Balance 12/31/2011	YTD Purchases	YTD Sales	YTD Trans In	YTD Trans out	YTD Int/Dividends	Balance 12/31/2012
	130,043.50	-	-	-	-	-	130,043.50	63,702.02	-	-	102,273.42	-	3.03	130,043.50
	100,000.00	-	-	-	-	-	100,000.00	-	673.15	573.42	-	-	673.15	-
	100,000.00	-	-	-	-	-	100,000.00	-	428.49	428.49	-	-	428.49	-
	100,000.00	-	-	-	-	-	100,000.00	100,000.00	324.11	100,274.25	-	-	274.25	-
	530,043.50	-	-	-	-	-	530,043.50	163,702.02	102,273.42	102,273.42	-	-	2,276.45	130,043.50
	100,120.92	-	-	-	-	-	100,120.92	-	-	99,941.91	-	-	-	99,941.91
	100,007.00	-	-	-	-	-	100,007.00	-	473.70	-	-	-	473.70	-
	100,007.00	-	-	-	-	-	100,007.00	96,520.91	277.26	-	-	-	277.26	96,520.91
	0.00	-	-	-	-	-	0.00	99,003.00	99,190.95	-	-	-	183.95	0.00
	396,655.83	-	-	-	-	-	396,655.83	195,525.91	99,941.91	99,941.91	-	-	936.91	196,462.82
	-	-	-	-	-	-	-	-	-	164.38	164.38	-	-	-
	100,000.00	-	-	-	-	-	100,000.00	100,000.00	249.31	-	-	-	249.31	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
	500,000.00	-	-	-	-	-	500,000.00	200,000.00	249.31	164.38	164.38	-	249.31	300,000.00
	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	79.45	-	-	-	-	-	79.45	-	79.45	-	-	-	-	79.45
	100,000.00	-	-	-	-	-	100,000.00	100,000.00	79.45	-	-	-	79.45	100,000.00
	100,000.00	-	-	-	-	-	100,000.00	200,000.00	79.45	79.45	-	-	79.45	200,079.45
	200,079.45	-	-	-	-	-	200,079.45	-	-	-	-	-	-	-
	295,040.23	-	-	-	-	-	295,040.23	595,707.73	-	249.31	300,000.00	-	18.91	295,975.95
	835,219.39	-	-	-	-	-	835,219.39	624,284.54	-	-	125,000.00	-	105.13	699,389.57
	1,130,259.62	-	-	-	-	-	1,130,259.62	1,419,992.27	-	249.31	425,000.00	-	124.04	995,365.82
	2,757,038.40	-	-	-	-	-	2,757,038.40	1,979,250.20	300,000.00	202,344.09	425,164.38	-	3,666.16	1,827,951.39

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

Inv Bal BS
Interest
New Balance

MEMO

DATE: MAY 8, 2012
TO: MAYOR AND COUNCIL
FROM: JIM BOWNIK
RE: VARIANCE APPLICATION FOR 1792 WALNUT STREET



APPLICANT, PROPERTY OWNER, AND LOCATION

Christopher & Angela Brasel
1792 Walnut Street
Lauderdale, MN 55113

PROPOSAL & VARIANCE REQUEST

The applicant is proposing to construct a cedar arbor, attaching it to the front of the house. The proposed arbor is just like the one currently attached to the back of the house (see photo). The proposed arbor is 10 feet wide, and extends 12 feet from the front of the house, which is set back 34 feet from the front property line. Thus, the applicant requests an 8-foot variance to the 30-foot front yard setback requirements.

POLICIES AND PROCEDURES FOR VARIANCE APPROVAL

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

Here is the general order of procedure:
1) Staff presentation.
• Apply the Practical Difficulties Test

- 3) Public Hearing.
- 4) Approve or deny the variance.

PRACTICAL DIFFICULTY TEST

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

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

1) The property in question cannot be put to a reasonable use if used under conditions allowed by the official controls:
• In general, one can conclude that "reasonable use" can be achieved without a variance. However, since the house was built 34 feet from the front yard setback distance, any addition to the front of the house over 4 feet would require a variance.

2) The plight of the landowner is due to circumstances unique to the property not created by the landowner:

- The property is not unique. However, the plight of the landowner was not created by the landowner.

3) The variance, if granted, will not alter the essential character of the locality:

- The City has granted variances to front yard setbacks in the past.
- A variance for a cedar arbor on the front of the house would not impact the essential character of the neighborhood.

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

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

The applicant has stated that the cedar arbor will match an arbor on the back of the house. It will also create usable outdoor living space.

B) What are the unique circumstances to the property not created by the landowner?

The applicant has stated that the house was constructed 34 feet from the front property line, so any addition to the front of the house more than 4 feet will require a variance.

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

The applicant has stated the arbor is a visually pleasing, non-intrusive structure that will enhance the character of the house and the neighborhood.

D) How is granting of a variance in harmony with the purposes and intent of the Zoning Ordinance?

The applicant has stated that the Lauderdale Zoning Ordinance allows for the City Council to consider requests for variance to setback requirements.

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

The applicant has stated that the request is in keeping with the comprehensive plan because the proposed project increases property value by increasing curb appeal and creates a positive example with an attractive and welcoming facade.

ENCLOSURES

A) Original variance application, site plan and variance checklist.

PUBLIC HEARING

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

CITY COUNCIL ACTION OPTIONS

- 1) Motion to approve the variance and direct staff to prepare a resolution of approval with findings of fact for the next meeting.
- Conditions may be imposed on granting of variances if those conditions are directly related to and bear a rough proportionality to the impact created by the variance.
- 2) Motion to deny the variance and direct staff to prepare a resolution of denial with findings of fact for the next meeting.
- If the variance is denied, state the rationale for the denial in the motion.

LAND USE APPLICATION

Fee Escrow Type of Request

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

Applicant Information

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

Owner Information (if different)

Name: Christopher + Angela Brasel
 Address: 1792 Walnut Street
 C, S, Z: Lauderdale MN 55113
 Phone: 651-246-3948
 Email: angelabrasel@msn.com
 Signature: _____

Description of Request

A 12' x 10' Cedar
 arbor attached to
 (south west) front
 of home

Date: 4/10/12

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.

For Office Use Only	PIN# 17,29,23,33,0033
Date of Complete Application: 4-25-12	Amount Paid: 150.00
Escrow Fee Paid: _____	Receipt # _____
Date Escrow Returned: _____	Date Escrow Returned: _____
PC Recommendation: (approve/deny) Meeting Date: _____	CC Action: (approved/denied) Meeting Date: _____
Public Hearing Date: _____	Conditions? _____

To whom it may concern;

I Christopher Brasel, home owner of 1792 Walnut Street, wish to build a cedar arbor on the front of my home that would extend beyond the 30' setback.

We wish to create a visually pleasing structure that is not intrusive in it's construction, but has a "footprint" that extends past the 30 foot setback.

The position of our home in relation to our property lines require that a variance be granted in order to build the desired structure.

If the variance is granted we will enhance the existing character of our home and subsequently our neighborhood.

Our proposed structure is in harmony with the purpose of the zoning ordinance primarily, as it will add to the value of our home in a tangible and esthetic manor. In addition it will not effect public safety or health.

In being granted a variance to build a cedar arbor on the front of our home that exceeds the required setback we would visually enhance the property, create greater "curb appeal," increase property value, subsequently creating a positive example for current Lauderdale residents and an attractive and welcoming facade for potential residents.

Sincerely,
Christopher J Brasel



- Municipalities
- Road Centerlines (County)
- County Road
- Interstate Hwy
- State Hwy
- Roads
- Water
- Structures
- Parcel Polygons
- 2008 Color Aerials
- Highway Shields
- Street Name Labels

1792 Walnut St

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (April 2, 2012), The Lawrence Group, April 2, 2012 for County parcel and property records data; April 2012 for commercial and residential data; April 2009 for color aerial imagery; All other





Back of house

**LAUDERDALE COUNCIL
ACTION FORM**

Meeting Date	May 8, 2012
ITEM NUMBER	City Council Meeting
STAFF INITIAL	KK
APPROVED BY ADMINISTRATOR	

Action Requested	
Consent	<input type="checkbox"/>
Public Hearing	<input type="checkbox"/>
Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>
Resolution	<input checked="" type="checkbox"/>
Work Session	<input type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:
 To recognize the City of St. Anthony Police Department and other law enforcement agencies which serve our city.

OPTIONS:
 1. To proclaim Police Week in the City of Lauderdale effective the week of May 13-19, 2012.

STAFF RECOMMENDATION:
 Motion to adopt Resolution 050812A. A Resolution to Recognize and Proclaim Police Week in the City of Lauderdale.

COUNCIL ACTION:

CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION TO RECOGNIZE AND PROCLAIM POLICE WEEK

BE IT HEREBY RESOLVED, to recognize National Police Week 2012 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

BE IT FURTHER RESOLVED, that there are approximately 900,000 law enforcement officers serving in communities across the United States, including the dedicated members of the St. Anthony Police Department also serving the City of Lauderdale.

BE IT FURTHER RESOLVED, that nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries.

BE IT FURTHER RESOLVED, that since the first recorded death in 1791, almost 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty.

BE IT FURTHER RESOLVED, that the names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 163 officers killed in 2011 and 199 officers killed in previous years.

BE IT FURTHER RESOLVED, that the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 24th Annual Candlelight Vigil, on the evening of May 13, 2012.

BE IT FURTHER RESOLVED, that the service and sacrifice of all officers killed in the line of duty will be honored during the Minnesota Law Enforcement Memorial Association's Annual Candlelight Vigil, on the evening of May 15, 2012.

BE IT FURTHER RESOLVED, the Candlelight Vigil is part of National Police Week, which takes place this year on May 13-19.

BE IT FURTHER RESOLVED, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families.

THEREFORE BE IT FURTHER RESOLVED, the Lauderdale City Council formally designates May 13-19, 2012, as Police Week in the City of Lauderdale, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

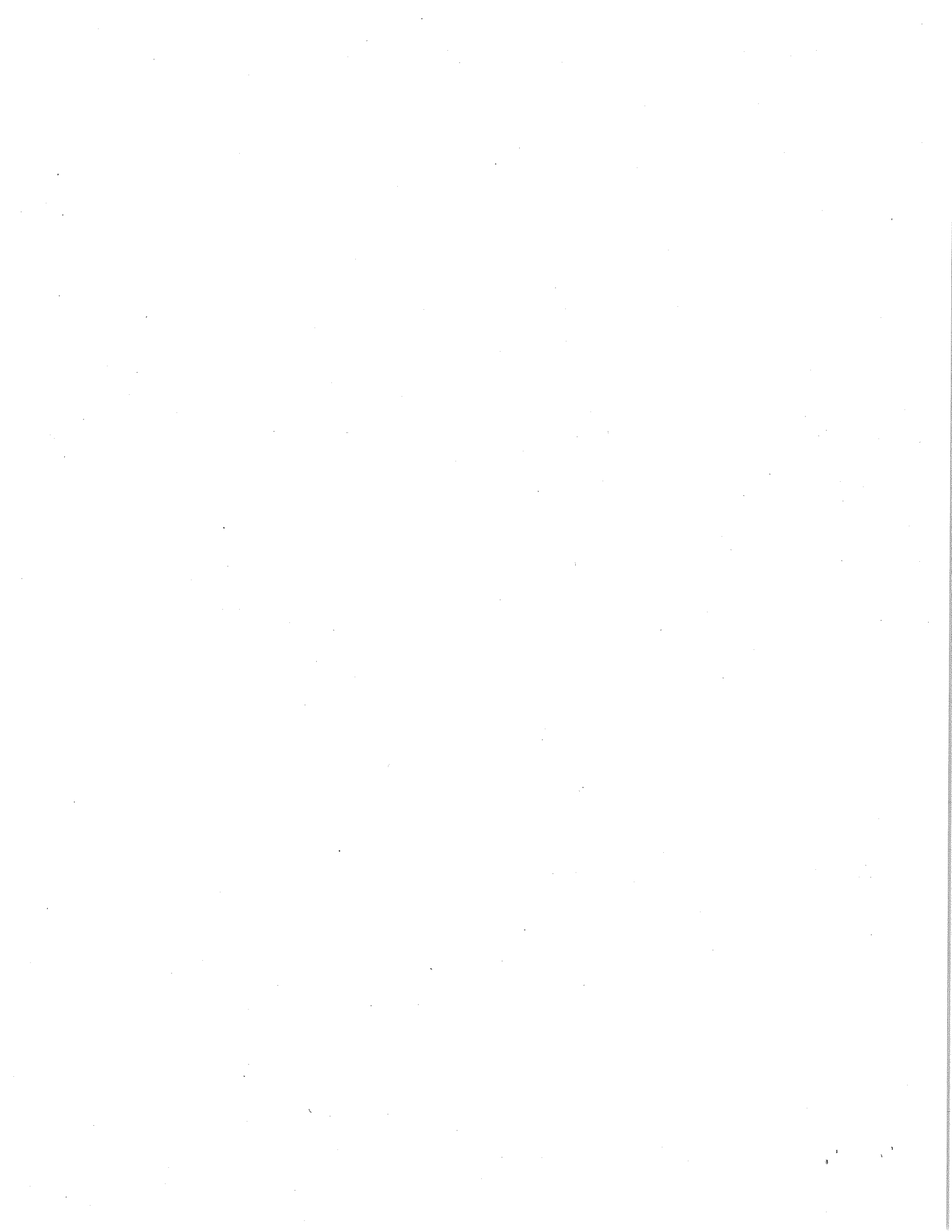
ADOPTED this 8th day of May 2012, by the Council of the City of Lauderdale.

(ATTEST)


Jeff Dains, Mayor

(SEAL)

Heather Butkowski, City Administrator



LAUDERDALE COUNCIL ACTION FORM

Meeting Date	May 8, 2012	ITEM NUMBER	MWMO JPA	STAFF INITIAL		APPROVED BY ADMINISTRATOR	
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Action Requested	
Consent	_____
Public Hearing	_____
Discussion	X _____
Action	X _____
Resolution	X _____
Work Session	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Cities of Fridley, Hilltop, and Columbia Heights have asked for membership in the Mississippi Watershed Management Organization (MWMO). A small portion of Lauderdale is in that watershed district and we have representation on the MWMO board (filled by Karen Gill-Gerbig) as agreed upon in the original joint powers agreement (JPA). The MWMO is asking the Council to adopt the revised JPA to allow inclusion of Hilltop and portions of Columbia Heights and Fridley.

I spoke with Gill-Gerbig and she does not see any negative consequences for Lauderdale if Fridley, Hilltop, and Columbia Heights become MWMO members.

OPTIONS:

Decide whether to approve the revised JPA agreement allowing inclusion of Fridley, Hilltop, and Columbia Heights. The MWMO requests this be done via the attached resolution.

STAFF RECOMMENDATION:

1. Motion to adopt Resolution 0508012A—A Resolution Approving the Joint Powers Agreement for the Mississippi Watershed Management Organization.

COUNCIL ACTION:

2. Upon completion of Appendix A of the Amended Agreement, which is the legal description for the jurisdictional area of the MWMO including those parts of the cities of Columbia Heights, Fridley, and Hilltop that were formerly included in the jurisdictional area of the Six Cities Watershed Management Organization, the City Clerk is directed to deliver a copy of the executed

1. The Amended Agreement is approved and the Mayor and Clerk are authorized and directed to execute the Amended Agreement.

Minnesota, as follows:

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lauderdale,

reasonable, prudent, and in the best interest of the public.

WHEREAS, the City Council has determined that approving the Amended Agreement is

Hilltop (the "Amended Agreement"); and

WHEREAS, the parties have proposed an amended joint powers agreement that would include, in addition to the original members of the MWMO, the cities of Columbia Heights, Fridley, and

WHEREAS, the current parties to the Agreement are willing to accept the cities of Columbia Heights, Fridley and Hilltop as members of the MWMO, incorporating into the territory of the MWMO those parts of the cities of Columbia Heights, Fridley, and Hilltop that were formerly included within the jurisdiction of the Six Cities Watershed Management Organization; and

WHEREAS, the cities of Columbia Heights, Fridley, and Hilltop wish to join the MWMO; and

WHEREAS, the Agreement provides for the creation of a watershed management organization pursuant to, and in accordance with, Minnesota Statutes, Sections 103B.201 to 103B.253 (the "Mississippi Watershed Management Organization" or "MWMO"); and

WHEREAS, the cities of Minneapolis, St. Paul, Lauderdale, and St. Anthony Village and the Minneapolis Park and Recreation Board are parties to a joint powers agreement entitled JOINT AND COOPERATIVE AGREEMENT FOR THE MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION (the "Agreement"); and

RESOLUTION APPROVING THE JOINT POWERS AGREEMENT FOR THE MISSISSIPPI WATERSHED MANAGEMENT ORGANIZATION

CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

RESOLUTION NO. 050812A

Member _____ introduced the following resolution and moved its adoption:

Amended Agreement to the Executive Director of the MWMO together with a certified copy of this resolution.

Dated: May 8, 2012

ATTEST:

Jeffrey Dains, Mayor

Heather Butkowski, City Clerk-Administrator

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

And the following voted against the same:

Whereupon said resolution was declared passed and adopted.

20112012

**Joint and Cooperative Agreement
for the Mississippi Watershed
Management Organization**

City of Columbia Heights

City of Fridley

City of Hilltop

City of Lauderdale

City of Minneapolis

City of St. Anthony Village

City of Saint Paul

Minneapolis Park and Recreation Board

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13		Article VI	Capital Projects
15		Article VII	Duration
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18		Article X	Effective Date
19			Member Authorization
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Membership

This Agreement entered into as of the date of execution by and among the following:

Cities of

Columbia Heights

Fridley

Hilltop

Lauderdale

Minneapolis

St. Anthony Village

Saint Paul, and

the Minneapolis Park and Recreation Board

for the establishment of a Watershed Management Organization. The aforementioned cities and the Minneapolis Park and Recreation Board shall hereinafter be referred to as Members.

WHEREAS, the Members have authority pursuant to Minnesota Statutes, Section 471.59 to jointly and cooperatively by agreement exercise powers common to the contracting bodies pursuant to Minnesota Statutes, Section 103B.201 to 103B.254253 and

WHEREAS, the Members desire to plan a comprehensive water management program in accordance with Minnesota Statutes, Sections 103B.201 to 103B.254253;

NOW THEREFORE, the parties to this Agreement do mutually agree as follows:

Article I

Legal Purpose

The purpose of this Joint and Cooperative Agreement for the Mississippi Watershed Management Organization is to replace the Joint Powers Agreement for the Middle Mississippi River Watershed Management Organization executed in 1985, the Joint and Cooperative Agreement for the Middle Mississippi River Watershed Management Organization of January 1997, and the Joint and Cooperative Agreement for the Mississippi Watershed Management Organization of May 2011.

The purpose of the Mississippi Watershed Management Organization, as provided for in this Agreement, is to provide for the wise, long-term management of water and associated land resources within the watershed through implementation measures that realize multiple objectives, respect ecosystem principles, and cultural and historical community values. The Mississippi Watershed Management Organization seeks to: (a) protect, enhance, and restore the quality and quantity of surface and ground water resources within the Mississippi Watershed Management Organization jurisdiction; (b) protect, preserve, and use natural surface and ground water storage and retention systems; (c) efficiently utilize public capital expenditures needed to correct and control flooding and water quality problems; (d) identify and plan for means to use protect and improve surface and ground water quality; (e) establish more uniform local policies and official controls for surface and ground water management; (f) promote ground water recharge; (g) protect and enhance fish and wildlife habitat and water recreation opportunities; (h) secure the other benefits associated with the proper management of surface and ground water; and (i) promote and encourage cooperation among Members and among other organizations in coordinating local comprehensive water management programs.

A legal description and map, Appendix A and Appendix B of this Agreement, respectively, of the boundaries of the Mississippi Watershed Management Organization are included pursuant to Minnesota Rules 8410.0030, 8410.0030, and 8410.0030, Subpart 1.B in Appendix A and B respectively of this Agreement.

Subdivision 9: "Watershed" means the area contained within a line drawn around the extremities of all terrain whose surface drainage is tributary to the Mississippi River and within the mapped

Mississippi Watershed Management Organization.

Subdivision 8: "Plan" shall ~~mean~~ means the Watershed Management Plan adopted by the

Subdivision 7: "Agreement" shall ~~mean~~ means this Agreement.

purpose government entity within the watershed that enters into this Agreement.

Subdivision 6: "Member" or "Member Community" shall ~~mean~~ means any city, county, or special

Minneapolis Park & Recreation Board, its Board of Commissioners.

municipalities, this shall be the elected officials responsible for governing the city and for

Subdivision 5: "Council" shall ~~mean~~ means the governing body of a Member. In the case of

Member's governing body to represent the Member in the absence of the Commissioner.

Subdivision 4: "Alternate" shall ~~mean~~ means any person appointed to the Commission by each

each Member's governing body, or in the Commissioner's absence, the Alternate.

Subdivision 3: "Commissioner" shall ~~mean~~ means any person appointed to the Commission by

consist of a Commissioner or Alternate from each of its Members.

Subdivision 2: "Commission" shall ~~mean~~ means the governing body of the Organization and shall

Subdivision 1: "Organization" means the Mississippi Watershed Management Organization.

article.

For the purpose of this Agreement, the terms used herein shall have the meanings defined in this

Definitions

Article II

areas reasonably demonstrated on the map identified as Appendix B, as defined within the legal description identified in Appendix A.

Subdivision 10: "Act" ~~is defined as~~ means the Metropolitan Surface Water Management Act as found in Minnesota Statutes, Sections 103B.201 to 103B.254-253.

Subdivision 11: "Budget" means a statement of the expected income and expenses of the Organization for each Year. The Commission may divide the Budget into an Administrative Budget, covering staff salary and benefits, Commission expenses, rent, office expenses and other administrative expenses, and a Programs and Projects Budget, covering the programs and projects of the Organization, including capital projects.

Subdivision 12: "Capital Improvement Project" ~~shall mean~~ means a physical improvement project required by the Act to be included in the capital improvements program of the Plan.

Subdivision 13: "Majority" ~~shall be defined as~~ means greater than half of the quorum.

Subdivision 14: "Subwatershed" means a smaller geographic section of a larger watershed unit with a drainage area whose boundaries of which include all the land area draining to a point.

Subdivision 15: "Year" ~~shall mean~~ means from January 1 to December 31.

Subdivision 16: "Quorum" ~~shall mean~~ means the number of Commissioners or Alternates required to be present for business to be legally transacted. This number shall be any number that is greater than half of the Members. Any number less than a quorum may adjourn a scheduled meeting.

Subdivision 17: "Executive Director" means the Organization's administrator appointed by the Commission.

Article III

Board of Commissioners

Subdivision 1: The governing body of the Organization shall be its Commission, which shall consist of five (5) voting Commissioners. Each Commissioner shall have one vote. All appointments to the Commission shall be in accordance with Minnesota Statutes, Section 103B.227. The Board of Water and Soil Resources shall be notified of all appointments and vacancies of the Commission within 30 days. All vacancies shall be filled within ninety (90) days after they occur. Notices of all vacancies and appointments shall be published in a legal publication of the Members community appointing the Commissioner at least fifteen (15) days prior to the appointment. Vacancies shall be filled for the remainder of the term by the Council that appointed or had the right to appoint the Commissioner. The Council of the City of Hilltop, the Council of each Member shall appoint one (1) Commissioner to represent the Member to the Commission. The Council of the City of Columbia Heights, after consultation with the Council of the City of Hilltop, will appoint one (1) Commissioner to represent the City of Columbia Heights and Hilltop. Each Commissioner shall serve until his or her successor is appointed.

Subdivision 2: A Commissioner may not be removed from the Commission except for just cause by the Council that made the appointment.

Subdivision 3: Member Councils may select and appoint alternates to the Commission in the same manner as Commissioners. In the absence of a Member's Commissioner, the designated Alternate may vote and act in the Commissioner's place. The Alternate shall serve a term concurrent with the Member's Commissioner.

Subdivision 4: Each Member's Council shall, within thirty (30) days of appointment, file with the Executive Director of the Commission a record of the appointment of its Commissioner and Alternate. The Organization shall notify the Board of Water and Soil Resources of Member appointments and vacancies within thirty (30) days after receiving notice from the Member.

Subdivision 10: The commission may set such compensation for its Commissioners as it deems appropriate, provided such compensation does not exceed the compensation allowed for managers of watershed districts under Minnesota Statutes, Section 103D.315, subd. 8. However, no member's Council is prevented from providing compensation for its Commissioner for serving on the Commission, if such compensation is authorized by such governmental unit and by law.

Subdivision 9: The Commission may create such committees, task forces or working groups as needed to accomplish its mission.

Subdivision 8: The Commission shall adopt those bylaws and procedures necessary for the conduct of its meetings. Such rules may be amended at either a regular or special meeting of the Commission provided that a ten (10) day prior notice of the proposed amendment has been furnished to each Commissioner and Alternate to whom notice of meetings is required to be sent.

Subdivision 7: At the first meeting of the Commission each year and each calendar year thereafter, staff will confer with Commissioners and recommend officers for the various positions on the Commission. At the first meeting of the Commission and each calendar year thereafter, the Commission shall elect from its Members a chairperson, a vice chairperson, a treasurer, a secretary, and such other officers as it deems necessary to conduct its meetings and affairs.

Subdivision 6: Regular meetings shall be held by the Commission periodically at the time and place determined by the Commission pursuant to open meeting law, Minnesota Statutes, Chapter 13D.

Subdivision 5: In accordance with Minnesota Statutes, Section 103B.227, the Council of each Member shall determine the eligibility and qualifications of its Commissioner and Alternate. However, the term of each Commissioner shall be the calendar year.

Article IV

Powers and Duties of the Board of Commissioners

Subdivision 1: The Commission shall employ such an Executive Director and may delegate to the Executive Director any power or authority that may be delegated to a city manager in a Minnesota Plan B statutory city. The Commission shall employ such other persons as it deems necessary to accomplish its duties and powers. The Commission may hire staff on a full time, part time or consulting basis. The Commission may also incur expenses and expenditures necessary and incidental to the effectuation and/or implementation of its purposes and powers.

Subdivision 2: In order for the Commission to conduct business, a quorum must be present. Decisions by the Commission require a majority vote of the quorum present.

Subdivision 3: The Commission shall have an established Citizen Advisory Committee and Technical Advisory Committee to provide input and to serve in an advisory role.

Subdivision 4: The Commission shall review and approve a Local Water Management Plan for each of its Member Communities as established under Minnesota Statutes, Chapter 103B.

Subdivision 5: The Commission may acquire, operate, construct, and maintain capital improvement projects delineated in the Watershed Management Organization Watershed Management Plan for the protection, enhancement, and improvement of the watershed.

Subdivision 6: The Commission shall make a reasonable attempt to assess the compatibility of proposed capital improvement projects with other existing policies, programs, and projects within the MWMO and across its boundaries. In particular, compatibility with neighborhood association and community council plans in the project area should be considered. An informal review should occur at least two months before the capital improvement project proposal is approved in the MWMO budget.

Subdivision 7: The Commission shall develop a comprehensive Watershed Management ~~Organization Watershed Management~~ Plan to meet the requirements of Minnesota Statutes, Chapter 103B. The plan shall establish comprehensive goals and policies for the protection, enhancement, and improvement of the watershed, and shall establish specific implementation strategies to realize these goals and policies.

Subdivision 8: The Commission shall have the power to contract with any governmental unit, private or nonprofit association to accomplish the purposes for which it is organized.

Subdivision 9: The Commission has the authority to apply for, accept, and use grants, loans, money or other property from the United States, the State of Minnesota, a unit of government or any person or entity for the Organization. The Organization may use and dispose of such money or property for any expenses/fees, policies, goals, capital improvement projects, or any use the Organization deems necessary to pursue its goals and policies.

Subdivision 10: The Commission may establish and maintain devices for acquiring and recording hydrologic and water quality data within the watershed.

Subdivision 11: The Commission may contract for, or purchase such insurance, as they deem necessary for the protection of the Organization.

Subdivision 12: The Commission shall have the authority to invite governmental entities within the area of the watershed to join the Organization. Furthermore, any governmental entities within the area of the watershed may petition for membership in the Organization. The addition of new Members shall require a majority vote of the Commission and appropriate resolution by current Member Councils. The effective date shall be the date of filing by the last Council resolution approving the addition. As Members are added to the Organization, there shall be created one voting Commissioner. Furthermore, as each new Member is added, the cost shares of the operating budget (Article V, Subdivision 3) will be reassessed.

Subdivision 13: The Commission has the authority to contract for the space, equipment, and supplies to carry on its activities either with an individual Member or elsewhere.

Subdivision 14: The Commission may investigate on its own initiative or upon petition of any Member, complaints relating to the pollution of surface or ground water in the watershed. Upon a finding that the watershed is being polluted, the Commission may take appropriate action to alleviate the pollution including recommending enforcement and other regulatory actions to the appropriate jurisdiction.

Subdivision 15: Commissioners and staff may enter upon lands within or without the watershed to make surveys and investigations to accomplish the purposes, goals and policies of the Organization. Such entrance shall occur after obtaining a duly executed search warrant, with permission of the property owner, or when a search warrant for access to the property is not required. The Commission shall be liable for actual damages resulting therefrom, subject to the limitations of Minnesota Statutes ~~Section 466.01, et seq.~~ Statutes, Chapter 466. Every person who claims damages shall serve the Chair or Secretary of the Commission with a notice of claim as required by Minnesota Statutes, ~~Chapter 466.05.~~ Section 466.05. In accordance with Minnesota Statutes, Section 471.59, Subd. 1a(b) the Organization is considered a single governmental unit and the total liability for the Members and the Organization shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, Section 466.04, Subd. 1.

Subdivision 16: The Commission may vote to provide legal and technical assistance in connection with litigation or other proceedings between one or more of its Members and any other political subdivision, commission, board or agency relating to the planning or construction of capital improvement projects approved by the Organization.

Subdivision 17: The Commission shall at least every 2 years solicit interest proposals for professional or technical consultant services before retaining the services of a consultant or extending annual service agreements.

Subdivision 18: The Commission may designate one or more national or state bank or trust companies authorized by Chapters 118A or 427 of Minnesota Statutes to receive deposits of public moneys to act as depositories for the Organization's funds. No funds may be disbursed without the signature of two officers. The Treasurer shall be required to file with the Secretary of the Commission a bond in the sum of at least \$10,000 or such higher amount as shall be determined by the Commission. The Commission shall pay the premium on said bond.

Subdivision 19: The Commission may acquire real or personal property, conduct programs and projects, and exercise all other powers necessary and incidental to the implementation of the purposes and powers set forth herein and to carry out the obligation of a watershed management organization under the Act.

Subdivision 20: The Commission shall have the authority to adopt a budget, to decide on the total amount necessary to be raised from ad valorem taxes to meet the budget and to certify its budget to the county auditor of each county having territory within the watershed. Taxes may be levied for any purpose authorized by the Act in accordance with procedures specified in the Act, and subject only to the limitations set forth in the Act and this Agreement. The Commission shall also have the authority to certify for payment by the counties all or any part of the cost of a capital improvement contained in the capital improvement program of the Plan, in accordance with Minnesota Statutes, Section 103B.251.

**Article V
Budget and Financial Matters**

Subdivision 1: A proposed preliminary operating budget will be presented to the Commission at its July meeting. ~~The total contributions of Members for the operating budget shall not exceed \$20,000 annually. Before June 1, the proposed preliminary budget will be forwarded to all Members, the Citizens Advisory Committee and additional parties as directed by the Commission. The Commission shall hold at least one public hearing on the proposed preliminary budget prior to adoption of the preliminary budget. At least 30 days' notice to Members and such other public notice as is directed by the Commission shall be given prior to the hearing. The Commission will hear all comments and objections to the proposed preliminary budget from any Member as well as comments from the public. The Commission may adopt the preliminary budget as proposed or modify or amend the preliminary budget. The Commission shall adopt a preliminary budget and a proposed tax levy for the ensuing year on or before September 15 of each year. The preliminary budget shall then be certified by the Executive Director of the Commission Organization on or before October 15 to the clerk of each Member's Council together with a statement of the proportion of the budget to be provided by each Member, if any. Each Member agrees to provide the funds required by the budget, if any, on or before February 1 and each of the County Auditors. The Commission shall adopt a final budget and certify a tax levy to the Counties by December 31 of each year.~~

Subdivision 2: The Commission has the duty to make a full and complete financial accounting report to each Member at least once annually. A certified public accountant shall perform the audit of the Organization. The report shall include the approved budget; a reporting of revenues; a reporting of expenditures; a financial audit report or section that includes a balance sheet; a classification of revenues and expenditures; an analysis of changes in final balances; and any additional statements considered necessary for full financial disclosure; and the status of all Commission Organization's projects and work within the watershed; copies of said report shall be transmitted to the clerk, or appropriate staff member of each Member's Council.

The Commission will endeavor to equitably apportion the expenditure of Commission funds for projects and programs among the Members' jurisdictions, giving due regard to the financial contributions from tax levies within each Member's jurisdiction as well as the merit of each project and program according to criteria established in the Plan or approved by the Commission.

Agreement.

Subdivision 4: Projects or other necessary expenditures that cannot be accomplished through the ad valorem tax levy, the capital budget, or the operating budget assessed to Members under Article V, Subdivision 4, shall be addressed by mutual agreement of the affected Members outside of this

Member	Share
Minneapolis	94.3%
St. Anthony Village	3.3%
Saint Paul	1.4%
Minneapolis Park and Recreation Board	0.6%
Lauderdale	-0.4%

Subdivision 3: Member contributions to the operating budget, if any, will be determined on a percentage basis of the geographic area of each Member's properties and jurisdictional boundaries within the watershed, excluding properties owned by the Minneapolis Park and Recreation Board. The Minneapolis Park and Recreation Board share shall be determined by that portion of property owned by them. This assessment shall be allocated as follows:

Article VI

Capital Projects

Subdivision 1: The Members recognize that on-going capital expenditures will be required to solve some of the water resource problems within the watershed. For the purposes of this Agreement, capital improvement projects are those determined necessary to implement the Organization's Capital Improvement Program.

Subdivision 2: Capital Projects will be financed over the entire watershed.

Subdivision 3: In order to finance an approved capital improvement project, the Commission may levy an ad valorem tax against the entire watershed.

Subdivision 4: Approval of capital improvement projects shall require a majority vote of the quorum present and other such bodies as required by law. Capital improvement projects shall be financed in accordance with Minnesota Statutes, Chapters 103B and 103D.

Subdivision 5: The Commission shall have the authority to prepare and adopt a Capital Improvement Program as defined in Minnesota Statutes, Section 103B.205 Subdivision 3 as part of the Watershed Management Plan. The Capital Improvement Program shall set forth the schedule of capital projects identified in the Watershed Management Plan as well as designating Members for participation in each project and estimating the total costs for such projects. Projects not identified in the Watershed Management Plan shall not be included in the Capital Improvement Program until and unless the Watershed Management Plan is amended to include such projects. Implementation of the Capital Improvement Program will begin upon adoption of the Watershed Management Organization Watershed Management Plan subject to the availability of funding.

Subdivision 6: All capital improvement projects need to be listed in the Watershed Management Plan.

Subdivision 7: Funding for any and all capital improvement projects may only occur if the project(s) is in the approved capital budget.

Subdivision 8: If a Member is responsible for the completion of a capital project, the Organization's approved share of the project cost coming from its tax levy will be reimbursed to the Member from actual tax revenues received in a manner agreed to. The Member being reimbursed for project costs by the Organization shall agree to be responsible for providing any requested documentation of costs requested by the Organization or its auditors.

Article VII

Duration

Each Member agrees to be bound by the terms of this Agreement until January 1, 2031, and it may be continued thereafter upon the agreement of all Members.

Article VIII

Dissolution

Any Member may petition the Commission to dissolve the Organization. Upon thirty days advance written notice to each Member, the Commission shall hold a hearing to consider dissolution of the Organization. If a majority of the Commission votes in favor of dissolution, the Commission shall submit a resolution for dissolution of the Organization for consideration by each Member's Council, the board of each affected County and the Minnesota Board of Water and Soil Resources. Each governmental unit shall have 90 days in which to consider dissolution of the Organization. If, within 90 days of the date the notice was given, a majority of Members' Councils has ratified said resolution, then the Organization shall be dissolved and this Agreement shall be terminated.

Upon dissolution, the Organization shall complete all work in progress and dispose of all property. All property of the Organization shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the eligible Members of the Commission as follows: assets derived from contributions to the operating budget shall be apportioned and distributed to each Member in the percentage of the tax levy within the jurisdiction of each Member received by which the Member contributed to the Organization under the last annual budget; assets derived from the ad valorem levy shall be apportioned and distributed on an asset by asset basis to each Member in the percentage by which the Member contributed to the specific asset the Organization in the preceding full calendar year.

Article IX

Amendments

Any Member may recommend to the Commission amendments to this Agreement. Upon a majority vote, amendments shall be forwarded by the Commission to its Members' Councils. No amendment shall be effective until the amendment has been ratified by the Council of each Member. The effective date of any amendment shall be the date on which the last Member's Council ratifies the amendment and is filed with the Executive Director of the Commission Organization.

Article X

Effective Date

This Agreement shall be adopted upon ratification by the Council of each Member and the execution of the Agreement by each Member. Upon voting to ratify the Agreement, the clerk of the Council of the ratifying Member shall file a certified copy of the resolution of the ratification with the Executive Director of the Commission. The effective date of the Agreement shall be the date on which the last Member to ratify files its resolution of ratification. Upon adoption of this Agreement, the Executive Director shall supply to each Member and the Board of Water and Soil Resources a copy of the Members' ratification resolutions and a copy of the signed Agreement.

IN WITNESS WHEREOF, the undersigned Members, by action of their Councils, have caused this agreement to be executed in accordance with the authority of Minnesota Statutes Sections 103B.211 and 471.59.

City of Columbia Heights

By: _____ Gary Peterson, Mayor
Dated: _____, 20

Attest: _____ Patty Muscovitz, City Clerk
Dated: _____, 20

City of Fridley

Attest: _____
Debra Skogen, City Clerk
Dated: _____, 20

By: _____
Scott Lund, Mayor
Dated: _____, 20

City of Hilltop

By: _____
Dated: _____, 20

Jerry Murphy, Mayor

Attest: _____
Dated: _____, 20

Ruth Nelsen, City Clerk

City of Lauderdale

By: _____
Jeffrey Dains, Mayor
Dated: _____, 20

Attest: _____
Heather Butkowski, City Administrator
Dated: _____, 20

City of Minneapolis

By: _____ R.T. Rybak, Mayor
Dated: _____, 20

Attest: _____ City Clerk
Dated: _____, 20

Countersigned: _____ Finance Officer
Dated: _____, 20

Approved as to Form

By: _____ Assistant City Attorney
Dated: _____, 20

City of St. Anthony Village

By: _____
Dated: _____, 20

Jerry Faust, Mayor

Attest: _____
Dated: _____, 20

Michael Mornson, City Manager

City of Saint Paul

Chris Coleman, Mayor

By: _____
Dated: _____, 20

Director of Finance and Management Service

Attest: _____
Dated: _____, 20

Approved as to Form

Reyne Rofuth
Assistant City Attorney

By: _____
Dated: _____, 20

Minneapolis Park and Recreation Board

By: _____
John Irwin, President MPRB
Dated: _____, 20

Attest: _____
Don Siggekkow, Board Secretary
Dated: _____, 20

Approved as to Form, Legality, and Execution

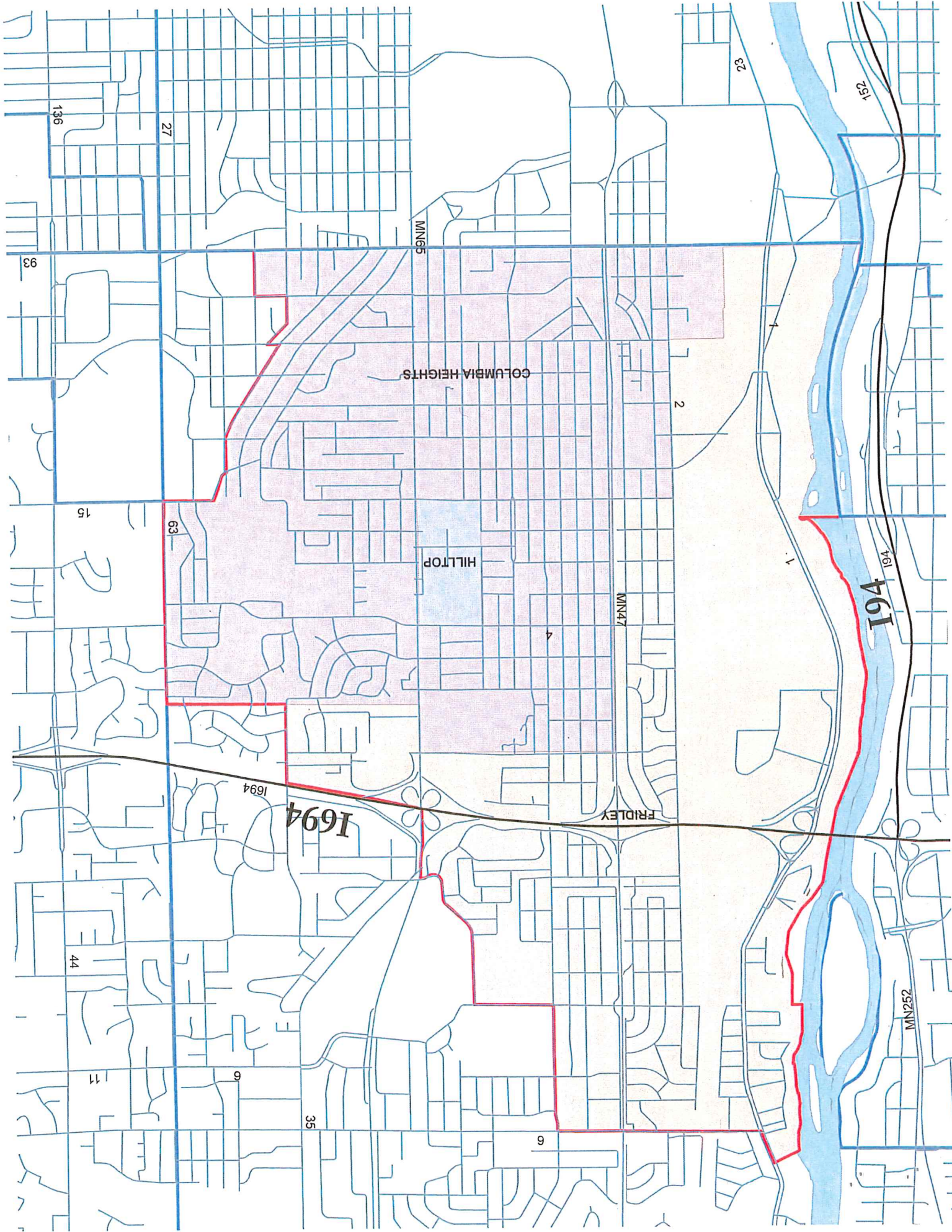
By: _____
MPRB Attorney
Dated: _____, 20

Appendix B: Mississippi Watershed Management Organization Map

CLL-247575v2

MD160-1

247575v56 CLL MD160-1



COLUMBIA HEIGHTS

HILLTOP

FRIDLEY

194

1694

MINGO

MINNAPOLIS

MN252

136

27

93

15

63

4

2

62

151

1

194

44

11

6

35

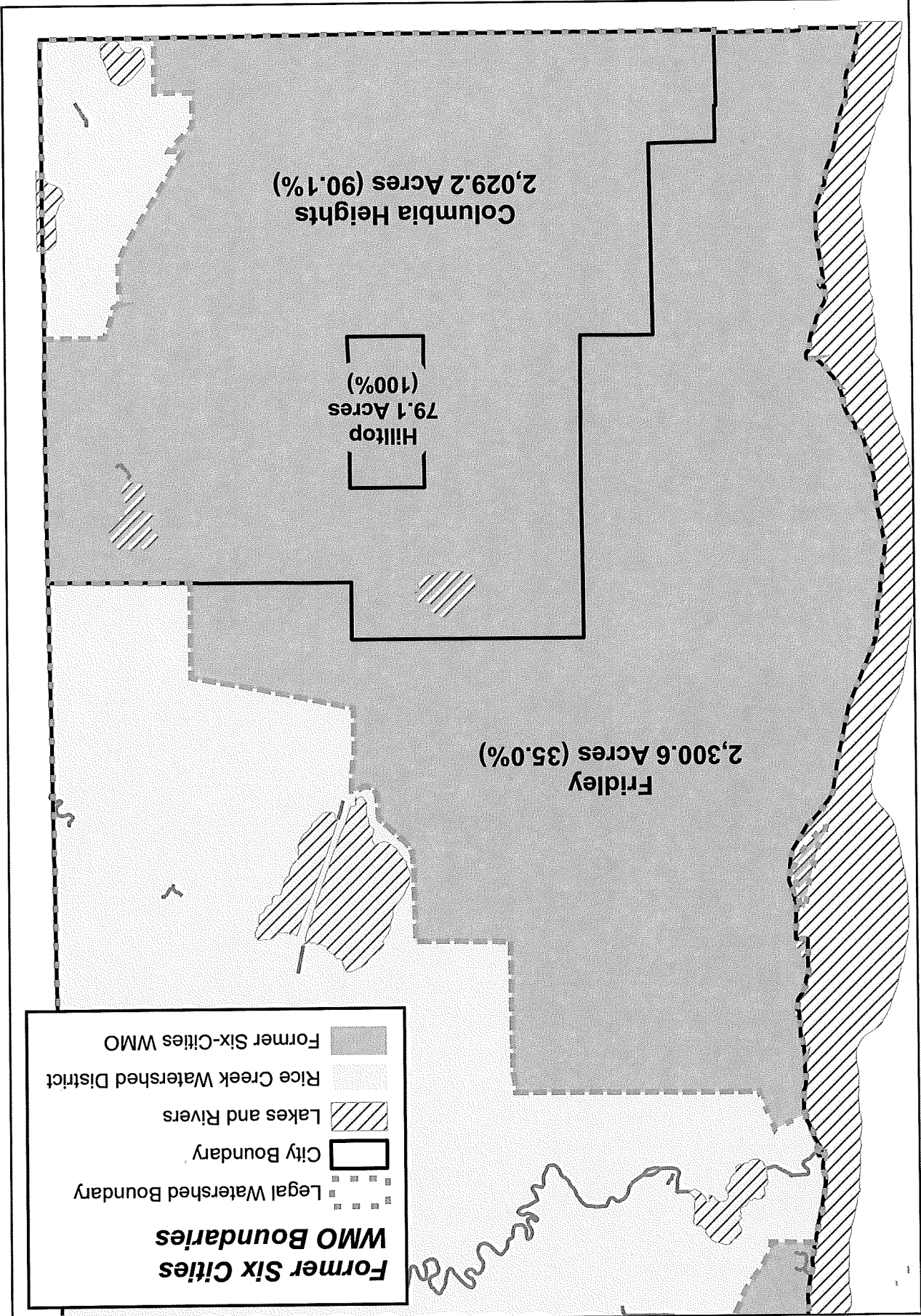
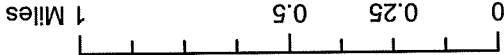
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Notice


The City of Fridley does not warrant the accuracy, completeness, timeliness, or availability of the information presented on this website. The City of Fridley does not warrant the accuracy, completeness, timeliness, or availability of the information presented on this website. The City of Fridley does not warrant the accuracy, completeness, timeliness, or availability of the information presented on this website.



Sources: Fridley Engineering
Anoka County GIS



**LAUDERDALE COUNCIL
ACTION FORM**

Meeting Date	May 8, 2012
ITEM NUMBER	Constitutional Amendments
STAFF INITIAL	
APPROVED BY ADMINISTRATOR	_____

Action Requested	
Consent	_____
Public Hearing	_____
Discussion	<input checked="" type="checkbox"/>
Action	<input checked="" type="checkbox"/>
Resolution	_____
Work Session	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City Council received the following email requesting the Council adopt a resolution apposing the constitutional amendment on gay marriage that will be on November's ballot. There will also be a constitutional amendment question on voter ID. Would the Council like staff to draft a resolution showing support or opposition to these ballot questions?

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

Heather Butkowski

From: Winkelaar, Paul [MN] <Paul.Winkelaar@edmn.org>
Sent: Friday, March 23, 2012 3:59 PM
To: *LAUCouncil
Subject: Marriage Amendment Opposition
Attachments: Lauderdale Marriage Amendment.docx

Dear Council,

There have been cities across the state that have adopted resolutions in opposition to the proposed Constitutional amendment banning gay marriage.

I believe that the city of Lauderdale should also adopt such a resolution. Please see the attached resolution.


Our great little city (which I affectionately call "The Heart of the Twin Cities" to all my friends) is a place of tolerance and understanding. I believe this resolution reaffirms these values.

Thanks for all your work...this city is a gem because of the work you all do.

Sincerely,

Paul Winkelaar
1747 Malvern Street
Lauderdale, MN

**LAUDERDALE COUNCIL
ACTION FORM**

Meeting Date	May 8, 2012
ITEM NUMBER	2012-2013 Union Agreement
STAFF INITIAL	
APPROVED BY ADMINISTRATOR	_____

Action Requested	Consent	_____
	Public Hearing	_____
	Discussion	<input checked="" type="checkbox"/>
	Action	<input checked="" type="checkbox"/>
	Resolution	_____
	Closed Session	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Previously, the Council approved the terms of the union contract with regard to health insurance benefits, deferred compensation, and pay for 2012 with a wage reopener for 2013. Since then the final language has been prepared for your review. The language also clarifies how the deferred compensation benefit applies to part-time employees (page 16). As the agreement runs from January 1, 2012 to December 31, 2013, the union employees will receive compensation for back pay and benefits.

OPTIONS:

Approve or amend the union contract as presented.

STAFF RECOMMENDATION:

Motion to adopt the 2012 - 2013 union contract as presented.

COUNCIL ACTION:

January 1, 2012 - December 31, 2013

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

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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.

- H. PART-TIME EMPLOYEE
- G. OVERTIME -time worked by non-exempt employees in excess of 8 hours per day or forty (40) hours per week.
- F. NON-EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act applies.
- 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.
- 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, steparent or legal guardian.
- C. EXEMPT EMPLOYEE -employees to whom the federal Fair Labor Standards Act does not apply. Generally, administrative, executive and professional employees are exempt employees.
- 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.
- A. ANNIVERSARY DATE -the month and date of an employee's initial hiring or promotion.

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.

ARTICLE 2 : DEFINITIONS

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.

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.

ARTICLE 1 : RECOGNITION

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

ARTICLE 4 : UNION SECURITY

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

ARTICLE 3 : NON-DISCRIMINATION

- 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. STEWARD - An employee designated by the UNION for the purposes of communicating with the EMPLOYER on matters of interest to either party; and representing bargaining unit members in the union grievance process.

- 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.

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 5: MEET AND CONFER

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.

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.

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.

E. The UNION may use the EMPLOYERS facilities for UNION business with prior approval of the EMPLOYER.

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.

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.

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.

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).

- 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

ARTICLE 7: DISCIPLINE

- 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.
- 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.

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 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

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.

ARTICLE 9: NO STRIKE-NO LOCKOUT

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.

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.

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.

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	1/2 benefits
20 to 30 hours per week	3/4 benefits
30 to 40 hours per week	Full benefits
40 or more hours per week	Full benefits

ARTICLE 13: HOLIDAYS

The following days are observed paid holidays:

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

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

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.

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

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

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

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

ARTICLE 14 : VACATION

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.

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.

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.

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

(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, 2012, 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 ~~sixteen~~ hundred fifty dollars (\$650750) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Effective January 1, 2013, 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 ~~seventy eight~~ hundred dollars (\$700800) 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 amount equal to the cost provided for group insurance as described on page 15. Part time employees' deferred compensation will be proportional to their benefit eligibility.

~~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 defined on page 15.~~

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.~~
~~2012 pay increase: Employees shall receive a 2% pay increase effective January 1, 2012.~~
~~2013 pay increase: There will be a wage opener in the fall of 2012 to discuss only one item, wages for 2013.~~

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 (snowblows, 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.

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

ARTICLE 20: LEAVE OF ABSENCE WITHOUT PAY

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.

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.

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.

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.

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

ARTICLE 19: SICK LEAVE

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

ARTICLE 18: UNIFORMS

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

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.

ARTICLE 24: SCOPE OF AGREEMENT

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 23: ELECTION DAYS

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 22: MILITARY LEAVE

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 21: COURT DUTY

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. pay periods, which is the same scenario used to pay for all

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

ARTICLE 27: DRUG AND ALCOHOL TESTING POLICY

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 26: SAVINGS CLAUSE

- D. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.
- C. Either party desiring to terminate or modify this contract shall be renewed automatically.
- 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.
- A. This contract shall become effective January 1, ~~2012~~ and shall continue in full force and effect up to and including December 31, ~~2013~~.

ARTICLE 25: DURATION

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.

UNION

By: _____ Dated: _____

Christi Nelson, 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 fit 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 premises, 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:

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.

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.


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.

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:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested	_____
Consent	_____
Public Hearing	_____
Discussion	<input checked="" type="checkbox"/>
Action	<input checked="" type="checkbox"/>
Resolution	_____
Work Session	_____

Meeting Date	May 8, 2012
ITEM NUMBER	Non-Union Compensation
STAFF INITIAL	
APPROVED BY ADMINISTRATOR	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In the past, the Council extended the pay and benefits agreed to in the union contract to non-union staff. Past practice has also been to do it under the same terms, meaning it would be effective January 1, 2012. The Council may elect to do that for the 2012-2013 union contract (should the 2012-2013 union contract be approved during the meeting).

OPTIONS:

Extend or do not extend the benefits of the union agreement to non-union employees.

STAFF RECOMMENDATION:

Motion to (extend or not extend) the benefits of the union agreement to non-union employees effective (under what terms).

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date	May 8, 2012	ITEM NUMBER	City Logo
STAFF INITIAL	_____	APPROVED BY ADMINISTRATOR	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council previously expressed an interest in designing a city logo. Staff asked residents for ideas and assistance via the newsletter. The Council received three responses. The first was the attached designs. The second was an offer by a CTV staff member to create a logo. The third was Colleen Dolphin's offer to assist the city council.

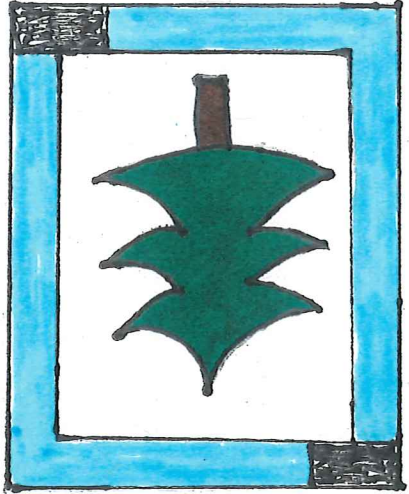
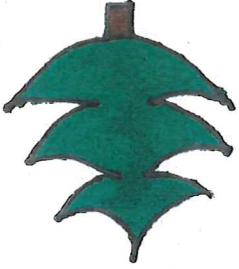
Colleen grew up in Lauderdale and now works as a graphics designer. I invited her to the meeting to discuss the logo design process. She said her designs range in price from \$150—\$1,000 depending on the time and revisions involved. After meeting with Colleen we can discuss how the Council would like to proceed.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

LAUDERDALE



J.Q. 1944 MALVERN

JQ 1944 MALVERN

LAUDERDALE

