

**LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 23, 2010
7:30 P.M. LAUDERDALE CITY HALL
1891 WALNUT STREET**

1. **ROLL CALL**
2. **APPROVAL OF THE AGENDA**
3. **APPROVALS**
 - a. Minutes of the March 9, 2010, City Council Meeting
 - b. Claims totaling \$23,895.21
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL**
5. **CONSENT**
 - a. PCIC Minutes
6. **SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS**
7. **PUBLIC HEARINGS** Public hearings are conducted so that the public affected by a proposal can have input into the decision.
8. **REPORTS**
9. **DISCUSSION / ACTION**
 - a. Requests from Eagle Scout Candidates
 - b. Seasonal Dog Park Maintenance
 - c. Stormwater Utility Credit Policy
 - d. Mississippi Watershed Management Organization: Proposed Amendment
 - e. 2010-2011 Union Agreement
 - f. 2010 Non-union Employee Compensation
10. **ITEMS REMOVED FROM THE CONSENT AGENDA**
11. **ADDITIONAL ITEMS**
12. **SET AGENDA FOR NEXT MEETING**
 - a. Purchasing Policy Revisions
 - b. Nuisance Ordinance Enforcement
13. **WORK SESSION**
 - a. Request from Twin City Die Casting to Build Over Sanitary Sewer Easement
14. **ADJOURN**

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

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March 9, 2010

The Mayor called the meeting to order at 7:35 p.m.

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

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

Mayor Dains asked for changes to the meeting agenda. Butkowski added a report on the upcoming zoning ordinance update meeting with business owners. **Councilor Mac Lean moved to approve the agenda as amended. Councilor Grove seconded the motion and it passed unanimously.**

Councilor Mac Lean moved to approve the February 23, 2010, City Council meeting minutes. Councilor Gaasch seconded the motion and it passed unanimously.

Councilor Gaasch moved approval of the claims totaling \$87,562.13. Councilor Grove seconded the motion and it passed unanimously.

Mayor Dains asked if members of the public wished to address the Council. No one present wished to do so.

State Representative Mindy Greiling addressed the Council. She said the legislature was facing the challenge of balancing the budget. With the exception of education, all of the House committees have to meet specific spending cuts. Greiling said the bills to raise taxes, such as increasing the tax rate for those in the top income bracket, were not being heard in committees due to the Governor's pledge to not raise taxes.

Councilors expressed their gratitude for Greiling's efforts. Mayor Dains said he especially appreciated that she attends Lauderdale's city events as he knows there are many demands on her time.

The Council took a 15 minute break.

Butkowski noted that the Council held a public hearing on the proposed floodplain regulations ordinance at the previous meeting. The ordinance would allow Lauderdale to remain in the National Flood Insurance Program (NFIP). As a NFIP member, property owners are allowed to purchase flood insurance from the federal government.

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Councilor Mac Lean moved to adopt ordinance 10-02, adding a new section 10-16 to the Code of Ordinances regarding floodplain regulations. Councilor Gaasch seconded the motion and it passed unanimously.

Due to the length of the text, Butkowski said the City Council could authorize staff to publish the ordinance by summary. In order to do so, the City Council must approve the text for publication via resolution.

Councilor Mac Lean moved to adopt resolution 030910A – a resolution authorizing publication of ordinance number 10-02 by title and summary. Councilor Grove seconded the motion and it passed unanimously.

At the last meeting, the Council discussed the requests for support of broadband infrastructure grants being developed within Ramsey County. Most of the suburban counties had been in contact with American Fiber Systems (AFS) while St. Paul and Ramsey County sought another private company to work with them on a grant.

Since the last meeting, staff from St. Paul and the suburban cities realized that trying to meet everyone's needs in one grant application would be difficult and it was in the best interest of St. Paul and the suburban cities to provide support to different dark fiber providers so long as the two networks intersect. The resolution of support also allows the city administrator to write letters of support on behalf of the City for complementary projects, like St. Paul's.

Councilor Mac Lean moved to adopt resolution 030910B – a resolution supporting Broadband Technology Opportunity Program (BTOP) grant applications for the development of a comprehensive community network to benefit public institutions in the northeast Twin Cities metropolitan are. Councilor Grove seconded the motion and it passed unanimously.

Previously, Donnelly Development approached the City about their efforts to find new tenants or owners for the Eustis Street property owned by the Corval Group. They asked Ramsey County for \$300,000.00 in Community Development Block Grant (CDBG) funding for site remediation and preparation that would need to occur prior to redevelopment. In order to be considered, Ramsey County needs a resolution of support from the City Council.

Councilor Mac Lean moved to adopt resolution 030910C – a resolution supporting an application for Community Development Block Grant funds to assist with the redevelopment of 1631 and 1633 Eustis Street. Councilor Grove seconded the motion and it passed unanimously.

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Butkowski told the Council that the employees covered by the union agreement accepted the terms offered by the City Council with the exception of the deferred compensation amount for 2011. Instead of \$450/month in deferred compensation, for not electing the health care benefit, they are asking for \$550/month. The Council felt the request was acceptable.

Councilor Mac Lean moved to accept the tentative union agreement for 2010-2011 with consideration of the final draft of the union agreement at the next council meeting. Councilor Gaasch seconded the motion and it passed unanimously.


Butkowski reviewed the preliminary agenda for the next meeting, which included revisions to the purchasing policy and a discussion of maintenance at the dog park.

The Mayor announced the City Council was moving into closed session to discuss pending litigation. The Council moved into closed session at 8:25 p.m.

The Council returned from closed session at 9:00 p.m.

There being no further business on the council agenda, Councilor Mac Lean moved to adjourn the meeting. Councilor Gaasch seconded the motion and it carried. The meeting adjourned at 9:02 p.m.

Respectfully submitted,



Heather Butkowski
City Administrator

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

March 23, 2010 City Council Meeting

Payroll

03/19/10 Payroll: Direct Deposit # 500933-500942	\$7,671.95
03/19/10 Payroll: Payroll Liabilities, e-payments 436E-439E	\$6,592.78

Vendor Claims

03/23/10: Check #'s 20119-20135	\$9,630.48
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SUBTOTAL \$23,895.21

Total Claims for Approval

\$23,895.21

CITY OF LAUDERDALE

03/19/10 8:23 AM

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Payments

Current Period: MARCH 2010

Batch Name	031910payrol	Computer Dollar Amt	\$6,592.78	Posted	
Refer	1355 PERA	Ck# 000436E	3/19/2010		
Cash Payment	G 101-21704 PERA		03/19/10 Payroll		\$1,391.63
Invoice					
Transaction Date	3/19/2010	Due 0	NORTH STAR CHEC 10100	Total	\$1,391.63
Refer	1356 NORTH STAR BANK, CHECKING S	Ck# 000437E	3/19/2010		
Cash Payment	G 101-21703 FICA WITHHOLDING.		03/19/10 Payroll		\$1,871.20
Invoice					
Cash Payment	G 101-21701 FEDERAL TAXES		03/19/10 Payroll		\$749.63
Invoice					
Transaction Date	3/19/2010	Due 0	NORTH STAR CHEC 10100	Total	\$2,620.83
Refer	1357 ICMA RETIREMENT TRUST - 457	Ck# 000438E	3/19/2010		
Cash Payment	G 101-21705 ICMA RETIREMENT		03/19/10 Payroll		\$1,738.08
Invoice					
Transaction Date	3/19/2010	Due 0	NORTH STAR CHEC 10100	Total	\$1,738.08
Refer	1358 MN DEPARTMENT OF REVENUE	Ck# 000439E	3/19/2010		
Cash Payment	G 101-21702 STATE WITHHOLDING		03/10 State Withholding		\$842.24
Invoice					
Transaction Date	3/19/2010	Due 0	NORTH STAR CHEC 10100	Total	\$842.24
Fund Summary				BATCH Total	\$6,592.78
	101	10100 NORTH STAR CHECKING			
			\$6,592.78		
			\$6,592.78		

Pre-Written Checks	\$6,592.78
Checks to be Generated by the Compute	\$0.00
Total	\$6,592.78

CITY OF LAUDERDALE
***Check Detail Register©**

MARCH 2010

			Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk#	020119	3/23/2010	AFSCME		
	G 101-21709	UNION DUES	\$109.18		3/10 Union Dues
		Total AFSCME	\$109.18		
Paid Chk#	020120	3/23/2010	BONESTROO, ROSENE, ANDERLIK		
	E 101-43400-306	CONSULTING FEES	\$210.25		2/10 Planning Services - Zoning Update
	E 101-43000-304	ENGINEERING	\$192.50		2/10 Engineering Services - Skow
		Total BONESTROO, ROSENE, ANDERLIK	\$402.75		
Paid Chk#	020121	3/23/2010	CINTAS		
	E 602-49100-425	CLOTHING	\$38.19		PW Clothing
	E 601-49000-425	CLOTHING	\$38.19		PW Clothing
		Total CINTAS	\$76.38		
Paid Chk#	020122	3/23/2010	CROIX OIL		
	E 101-43000-212	MOTOR FUELS	\$52.50		3/10 Motor Fuels
	E 601-49000-212	MOTOR FUELS	\$11.25		3/10 Motor Fuels
	E 602-49100-212	MOTOR FUELS	\$11.25		3/10 Motor Fuels
		Total CROIX OIL	\$75.00		
Paid Chk#	020123	3/23/2010	EUREKA RECYCLING		
	E 203-50000-389	RECYCLING CONTRACTOR	\$2,031.08		2/10 Recycling Contract
		Total EUREKA RECYCLING	\$2,031.08		
Paid Chk#	020124	3/23/2010	HOME DEPOT CRC		
	E 101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$20.35		cleaner
		Total HOME DEPOT CRC	\$20.35		
Paid Chk#	020125	3/23/2010	INTEGRA		
	E 101-41200-391	TELEPHONE/PAGERS	\$45.43		2/10 Fax Line
		Total INTEGRA	\$45.43		
Paid Chk#	020126	3/23/2010	NAPA AUTO PARTS		
	E 101-43000-402	CITY TRUCK REPAIR/MAINTEN	\$34.17		2/10 Oil & Antifreeze
	E 602-49100-402	CITY TRUCK REPAIR/MAINTEN	\$4.27		2/10 Oil & Antifreeze
	E 601-49000-402	CITY TRUCK REPAIR/MAINTEN	\$4.27		2/10 Oil & Antifreeze
		Total NAPA AUTO PARTS	\$42.71		
Paid Chk#	020127	3/23/2010	NORTH SUBURBAN ACCESS CORP		
	E 202-49500-530	FURNITURE & EQUIPMENT	\$1,654.43		Camera Programming (Pan/Tilt)
		Total NORTH SUBURBAN ACCESS CORP	\$1,654.43		
Paid Chk#	020128	3/23/2010	PUBLIC EMPLOYEES INS PROGRAM		
	G 101-21706	HEALTH INSURANCE	\$1,394.03		4/10 employee insurance
		Total PUBLIC EMPLOYEES INS PROGRAM	\$1,394.03		
Paid Chk#	020129	3/23/2010	RAMSEY COUNTY, PROP REC & REV		
	E 101-43000-313	SNOW & ICE REMOVAL	\$2,076.35		2/10 Snow Plowing and Salting

CITY OF LAUDERDALE
***Check Detail Register©**

MARCH 2010

			Check Amt	Invoice	Comment
Total RAMSEY COUNTY, PROP REC & REV			\$2,076.35		
Paid Chk#	020130	3/23/2010	SPRINT PCS		
E	601-49000-391	TELEPHONE/PAGERS	\$17.55		2/10 PW Phone
E	602-49100-391	TELEPHONE/PAGERS	\$17.55		2/10 PW Phone
E	101-43000-391	TELEPHONE/PAGERS	\$35.12		2/10 PW Phone
Total SPRINT PCS			\$70.22		
Paid Chk#	020131	3/23/2010	ST. PAUL STAMP WORKS INC		
E	101-41200-201	GENERAL SUPPLIES	\$56.14		Dog Tags (100)
Total ST. PAUL STAMP WORKS INC			\$56.14		
Paid Chk#	020132	3/23/2010	WASTE MANAGEMENT		
E	101-43000-384	REFUSE DISPOSAL	\$115.51		3/10 Waste Services
Total WASTE MANAGEMENT			\$115.51		
Paid Chk#	020133	3/23/2010	XCEL ENERGY, CITY HALL		
E	101-43000-383	GAS UTILITIES	\$331.11		2/10 CH Gas
E	101-43000-381	ELECTRIC	\$187.22		2/10 CH Electric
Total XCEL ENERGY, CITY HALL			\$518.33		
Paid Chk#	020134	3/23/2010	XCEL ENERGY, PARK & GARAGE		
E	101-45200-381	ELECTRIC	\$109.60		2/10 Electric PW/WH
E	101-43000-383	GAS UTILITIES	\$109.91		2/10 Gas PW/WH
E	101-45200-383	GAS UTILITIES	\$109.91		2/10 Gas PW/WH
E	101-43000-381	ELECTRIC	\$109.59		2/10 Electric PW/WH
Total XCEL ENERGY, PARK & GARAGE			\$439.01		
Paid Chk#	020135	3/23/2010	XCEL ENERGY, STREET LIGHTING		
E	101-43000-380	STREET LIGHT UTILITY	\$503.58		2/10 Street Lighting
Total XCEL ENERGY, STREET LIGHTING			\$503.58		
10100 NORTH STAR CHECKING			\$9,630.48		

Fund Summary

10100 NORTH STAR CHECKING	
101 GENERAL	\$5,802.45
202 COMMUNICATIONS	\$1,654.43
203 RECYCLING	\$2,031.08
601 SEWER UTILITIES	\$71.26
602 STORM SEWER ENTERPRISE FUND	\$71.26
	<u>\$9,630.48</u>

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u> March 23, 2010 </u>
Special <u> </u>	ITEM NUMBER <u> PCIC Minutes </u>
Public Hearing <u> </u>	STAFF INITIAL <u> Jim </u>
Report <u> </u>	APPROVED BY ADMINISTRATOR <u> </u>
Discussion/Action <u> </u>	
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached are the minutes from the Park & Community Involvement Committee meeting of March 15, 2010.

OPTIONS:

- 1) Approve as consent item.
- 2) Remove from consent for discussion.

STAFF RECOMMENDATION:

Motion to acknowledge receipt of and placing on file the attached minutes of the Park & Community Involvement Committee.

COUNCIL ACTION:



MINUTES
MONDAY, MARCH 15, 2010
PARK & COMMUNITY INVOLVEMENT COMMITTEE

1. CALL TO ORDER 6:37 p.m.

2. ROLL CALL

Members Present: Trygve Hansen, Bob Milligan,
Members Absent: Monica Gallagher, Peiju Picard
Staff & Council Present: Jim Bownik, Roxanne Grove
Others Present: Pastor Dave Greenlund, Dalila Hansen

3. APPROVAL OF THE AGENDA

A quorum was not present to approve the agenda.

4. APPROVAL OF MINUTES OF JANUARY 4, 2010 MEETING

A quorum was not present to approve the minutes.

5. REPORTS

A. Playground Improvements

Bownik reported on the Community Development Block Grant application submitted to Ramsey County. The request for \$125, 506.97 includes phase one and two improvements. The playground design incorporates everything into the existing space while meeting safety, use zone, and ADA requirements. The zip slide and climbing wall were incorporated into the large play structure to fit everything in the existing space. Grant awards are expected to be announced in May.

6. DISCUSSION/ACTION

A. Elect Vice Chair

No action was taken on this item because there was not a quorum.

B. Snow Commotion Wrap Up

Hansen provided a summary of the event. Milligan suggested the event should be held from 3-5 p.m. so people already at the park would join in the festivities. Pastor Dave said 3-5 p.m. would work well with cardboard sled races because there would be two hours to create the sleds after lunch. Pastor Dave offered to help organize that part of the event. However, we would need permission from the U of M golf course to use their hill because the hill at the park is not steep enough. Bownik said the city could provide the estimated \$20 of duct tape

3/15/10 PCIC Minutes

needed. Other suggestions included continuing the wagon ride, and moving the food table outside if the weather is warm.

C. Garage Sales Planning #1/1 (Saturday, May 15)

Bownik updated the committee about the garage sale event. Hansen offered to make and place five or six signs. It was suggested the signs should say the garage sales are "this Saturday at 8 a.m." The committee discussed how to involve more of the multi-family housing south of Larpentour. It was suggested to ask apartment caretakers to designate a spot in their parking lot, and to encourage their residents to participate.

D. June & July Music Under the Trees Planning #1/1

Milligan led the discussion of planning the Music Under the Trees events. He asked if we should arrange for the Fairlanes and the Roseville Community Band again. It was suggested to arrange for the same two groups because people have enjoyed them, they are comprised of members from the community, they are within our budget, we are familiar with their set up needs, they know where the park is located, and they are reliable.

Pastor Dave mentioned Jonathon Preus, 1723 Carl Street, plays in a Dixieland Band. It was suggested to consider his band as a possibility if we cannot arrange for the other groups. Pastor Dave requested we let the church know when dates for the Music Under the Trees events have been set so the church can set a date for their July food shelf benefit.

7. OTHER BUSINESS

A. Summer Meeting Days

Hansen wanted to let the committee know he may have a scheduling conflict with the Monday meeting dates this summer.

8. SET PRELIMINARY AGENDA FOR NEXT MEETING

Hansen read the preliminary agenda for the next meeting.

9. SET DATE FOR NEXT MEETING

The committee meets on the first or third Mondays of the month depending on the needs and commitments of the committee. The next meeting will be Monday, June 7 at 6:30 p.m.

10. ADJOURNMENT

The meeting adjourned at 7:38 p.m.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date March 23, 2010

ITEM NUMBER 9A -Noah Pierce- Eagle Scout

STAFF INITIAL _____ HB _____

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Noah Pierce would like the City Council to consider his idea to build bat houses in the park. This would help him achieve Eagle Scout status. I asked that he request permission from the Council, which has been the past practice. A brief description is attached.

Andreas Thul is also working on a request to build benches for the dog park. I didn't have a proposal in hand before the packets went to print but he may also be at Tuesday's meeting.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

Noah Pietce

I'm a boy scout of troop 254 working on my eagle scout.

My plane for my Eagle Scout project is to build bat houses for the city of Lauderdale to encourage the growth of the bat population in the city, with more bats in the city it will help reduce pests like gnats and misquotes and other bugs.

My plane is to put them up in the park area and in the nature center where they can come and go with out disturbing the residents near by.

A

651-603-0949

Hello, my name is Andreas Thul and I am with Troop 254 in Lauderdale, MN. I am working to complete my eagle scout rank. I have picked out a project and would like to know if it is okay to begin. In our city park there is a nice fun dog park. Comments of people wanting benches have occurred many times. What I would like to do is make 3-4 benches to put into the dog park.

I have talked to my scoutmaster about this and he thinks it is a good idea. This project will not only benefit me but it will also help the dog park and the community. Would this be an acceptable project? Thank you for the feed back and hope to get started soon.

Thank you,

A handwritten signature in black ink, appearing to read 'Andreas Thul', with a stylized flourish at the end.

Andreas Thul
(651)645-1683

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 23, 2010

ITEM NUMBER 9 -Dog Park Maintenance

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

There is no doubt the dog park is used and loved. It draws "eye sore" complaints from some, but they also recognize their neighbors' passion for it.

Before it was built, there were questions about how much it would be used. We now know it gets used by many residents and folks outside city limits. We have gone through a full season with the dog park and can see some of the issues that come from such a heavily used piece of real estate.

I have attached pictures to help explain the rest of the memo. I will also show them at the council meeting so you can see them in color.

Mud: The northern half of the dog park is the drainage area for about a quarter of the park. Prior to the road reconstruction projects (2000-2003) this area was a couple of feet lower. At the request of the City, the contractors spread unused fill in the area to create a nice surface that drains to a stormwater detention area at the corner of Roselawn and Fulham. From there, a drainage pipe lets excess water flow to Walsh Lake.

The first picture, taken March 11, shows how the land is pitched and flows to an area in the northern half of the dog park before draining down the embankment. This area, near the park entrance, is heavily used which leads to the muddy conditions in photos 2 - 4.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Gates: Public Works raised the gate as high as possible but access is occasionally still an issue. Public Works periodically removes dirt from the entrance to allow the gate to swing. This spring, a user tried to open the maintenance gate. As it was frozen into the ground, the effort to get it open pulled one of the gates off its hinge.

Overuse: Most dog parks are much bigger and sections are periodically rested /reseeded. We don't have that luxury so the area is very worn.

Last year, the heavy use surprised staff. We were especially surprised by the use it receives during the muddy seasons in early spring and late fall. That has taken a toll on the area and we do not anticipate the grass in the northern half will return. As a staff, we have been talking about options for the area and our thoughts are listed on the next page. Following are some of the ideas we have tossed around.

Option 1 - Do nothing: Allow users to use the dog park year round. Assume the area will continue to be muddy in spring and fall and after heavy rains. *Pros:* minimal cost to maintain; park remains open daily. *Cons:* area will continue to degrade; calls from some users show an expectation that the area will be maintained to a higher standard; the thick mud may make the area somewhat treacherous.

Option 2 - Provide Fill: Some users have requested the City filled the area with wood chips to cut down on the mud and dust. Last year the council considered doing this if it could be done without cost. One idea was to have sentence-to-serve (STS) crews bring in wood chips and maintain them periodically. Since then we have learned that STS does not have the equipment to haul wood chips or access to them. Their 2010 budget was also cut significantly so they are no long available.

Another idea was to have city staff haul in wood chips. We would need to rent a truck to haul chips here and then wheelbarrow them into the park. We haven't found a woodchip source yet. Last year residents suggested getting wood chips from the City of Minneapolis. Minneapolis staff told us they don't know from day to day what they will have available and where, which makes it difficult to coordinate.

A park committee member said he has access to wood chips from his family's tree farm. That would be an option to explore if the Council desired.

Pros: Fill may solve the mud problem. *Cons:* Fill may not solve the mud problem. *Unknowns:* Fill may impede drainage to the detention pond and create a drainage problem elsewhere; unknown upfront and ongoing maintenance costs.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

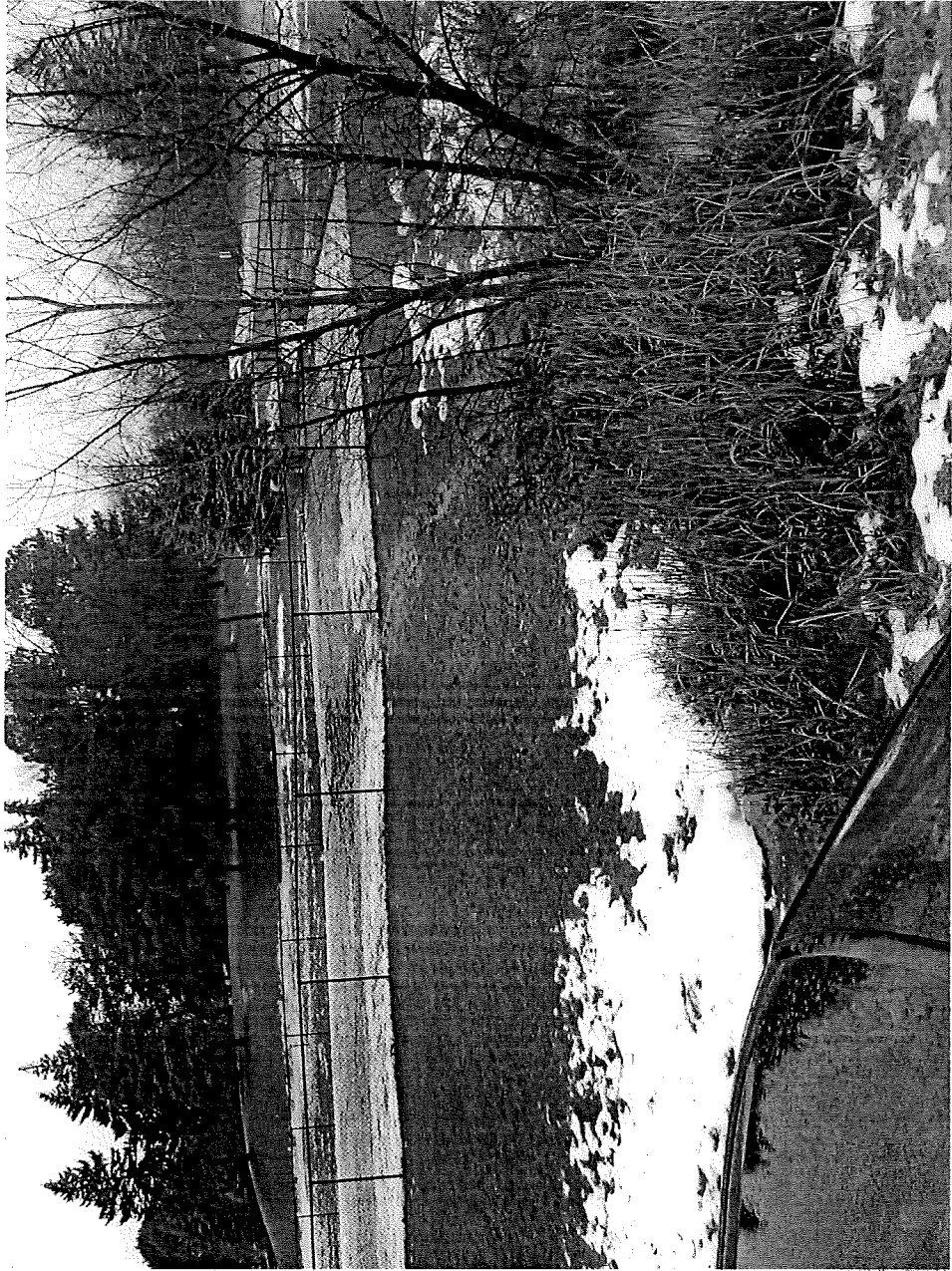
Option 3 - Close when Wet: Staff could lock the gates in the early spring and late fall and after heavy rains. As you can see from the dates on the photos, the frost was just starting to come out of the ground around March 11, and by March 16, the area was much dryer. Because the area is designed to drain, it does it well (just not overnight). At worst, the park would be closed a couple of weeks in spring and fall depending on the weather. *Pros:* It will slow the erosion and loss of the grass. The longer it is closed during the “muddy season” the better it will look in the long run. *Cons:* Users would not be able to use it when closed.

Option 4 -Reseed: In an ideal world we would be able to magically get back the soil and grass already lost. Because of the on-going use, we aren’t sure what areas will grow back. Large parks alternate the areas open for use to allow the grass to reestablish. We would have to snow fence and reseed the park in quarters to achieve the same. *Pros:* may be able to reestablish grass. *Cons:* Loss of use of parts of the park every summer.

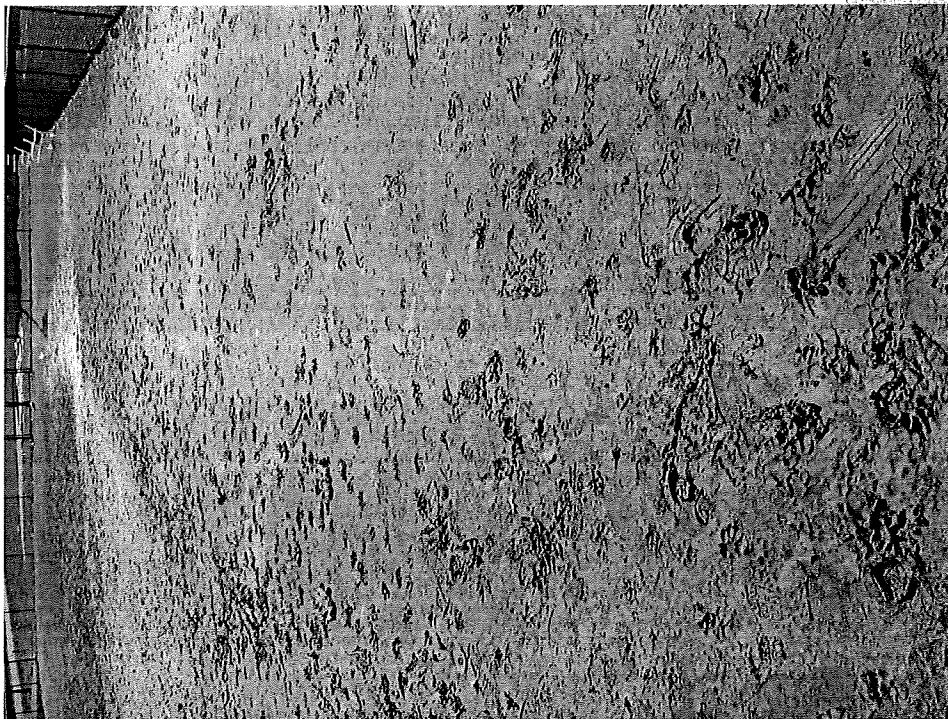
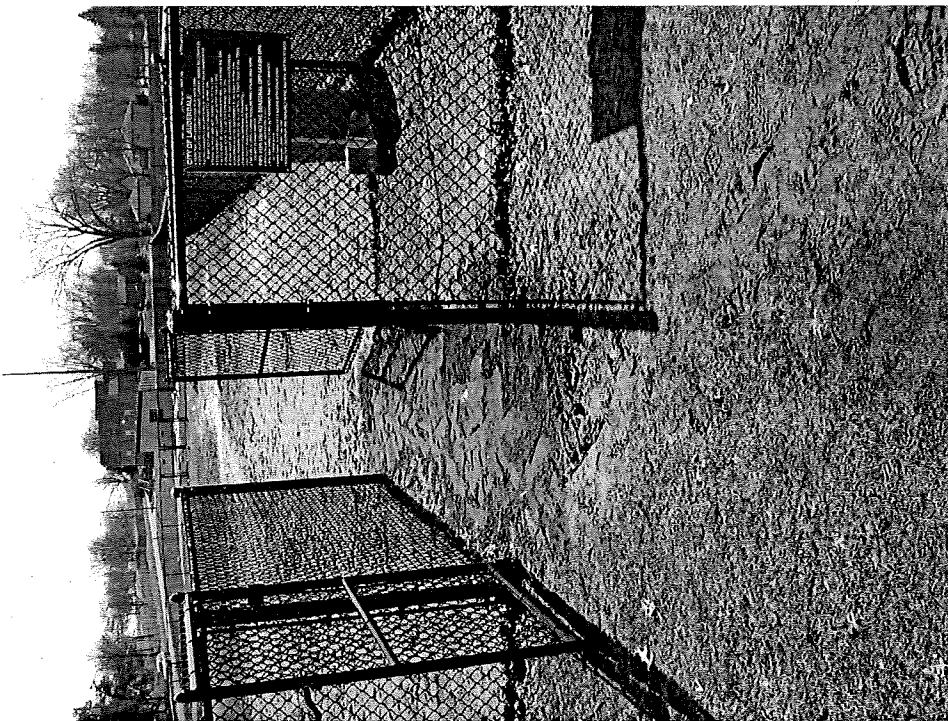
Staff Recommendation: We tried to come up with a plan that blended everyone’s interests and cost very little. First, the area from the parking lot to the dog park could be laid with class 5 gravel (\$300/truck load). This would help with the mud and erosion in an area that will never regrow. In the meantime, the last photo shows the sand public works laid in the entrance. Next, staff could close the dog park as needed (during wet and rainy seasons). We would post a sign at the entrance when closed and lock it. Finally, staff can determine if late fall seeding is feasible depending on how much grass grows back.

Emails from Users: I received two emails from dog park users who knew the Council would be discussing the topic. I told them I would provide them to you.

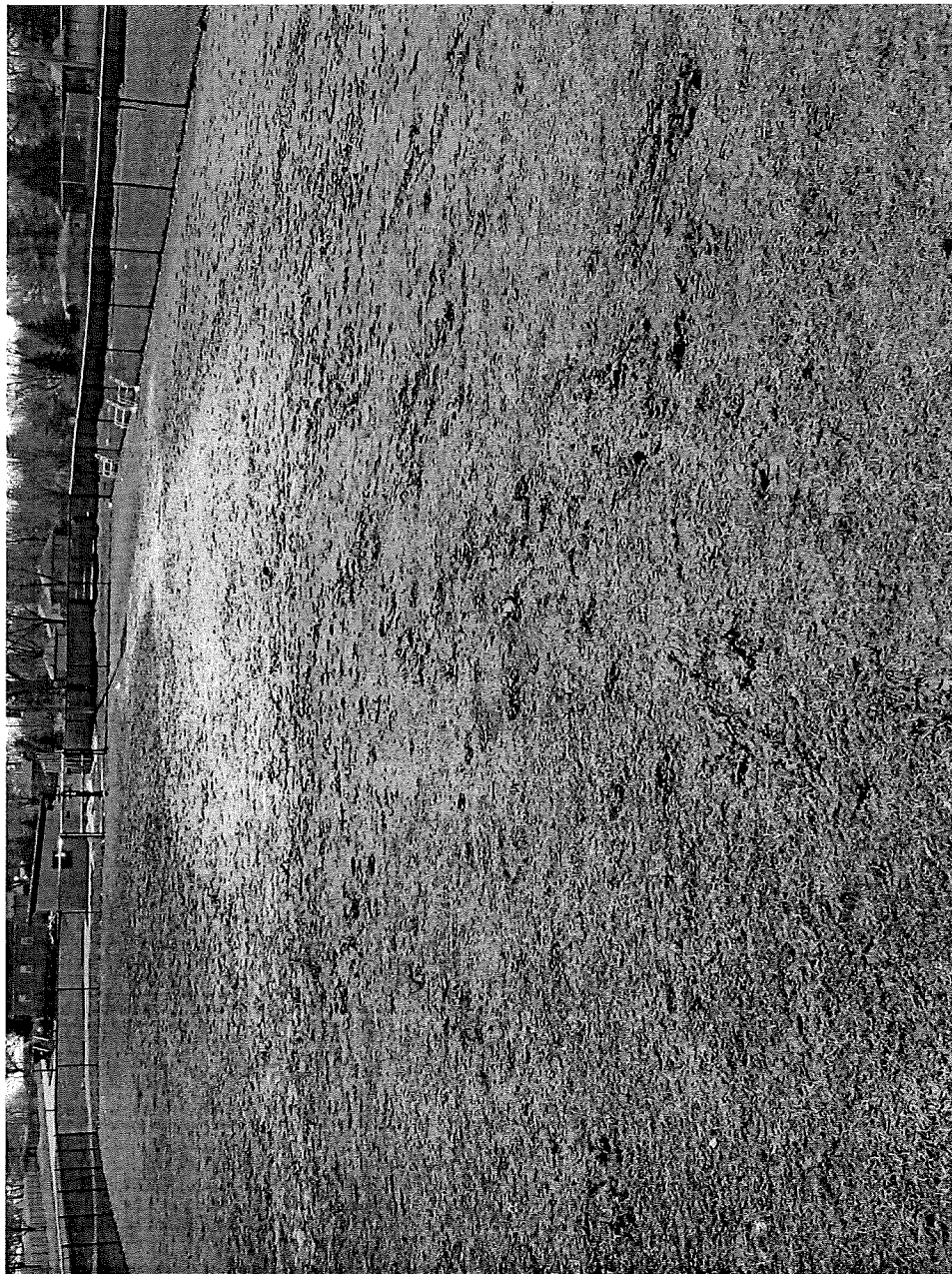
March 11, 2010



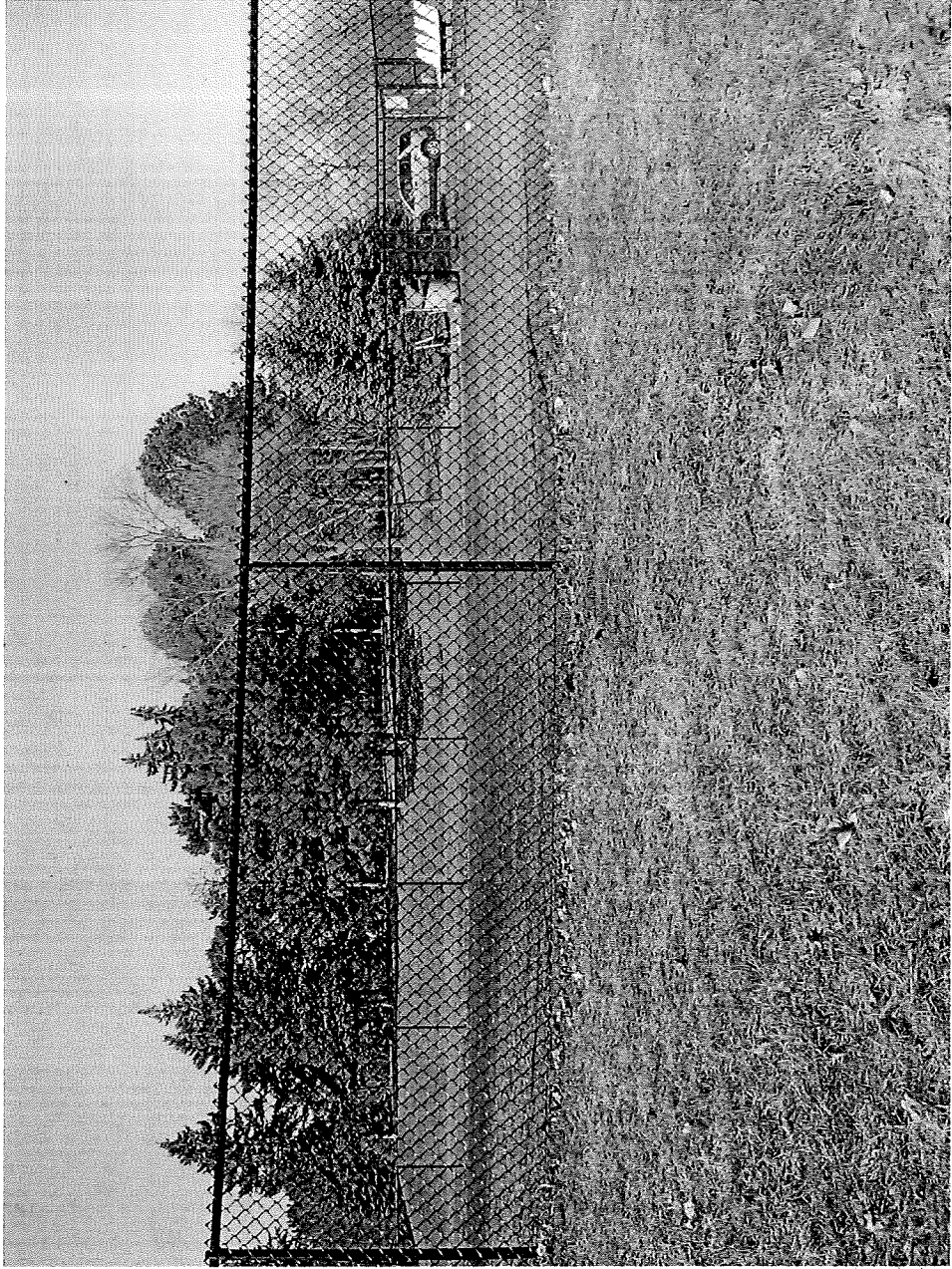
March 15, 2010



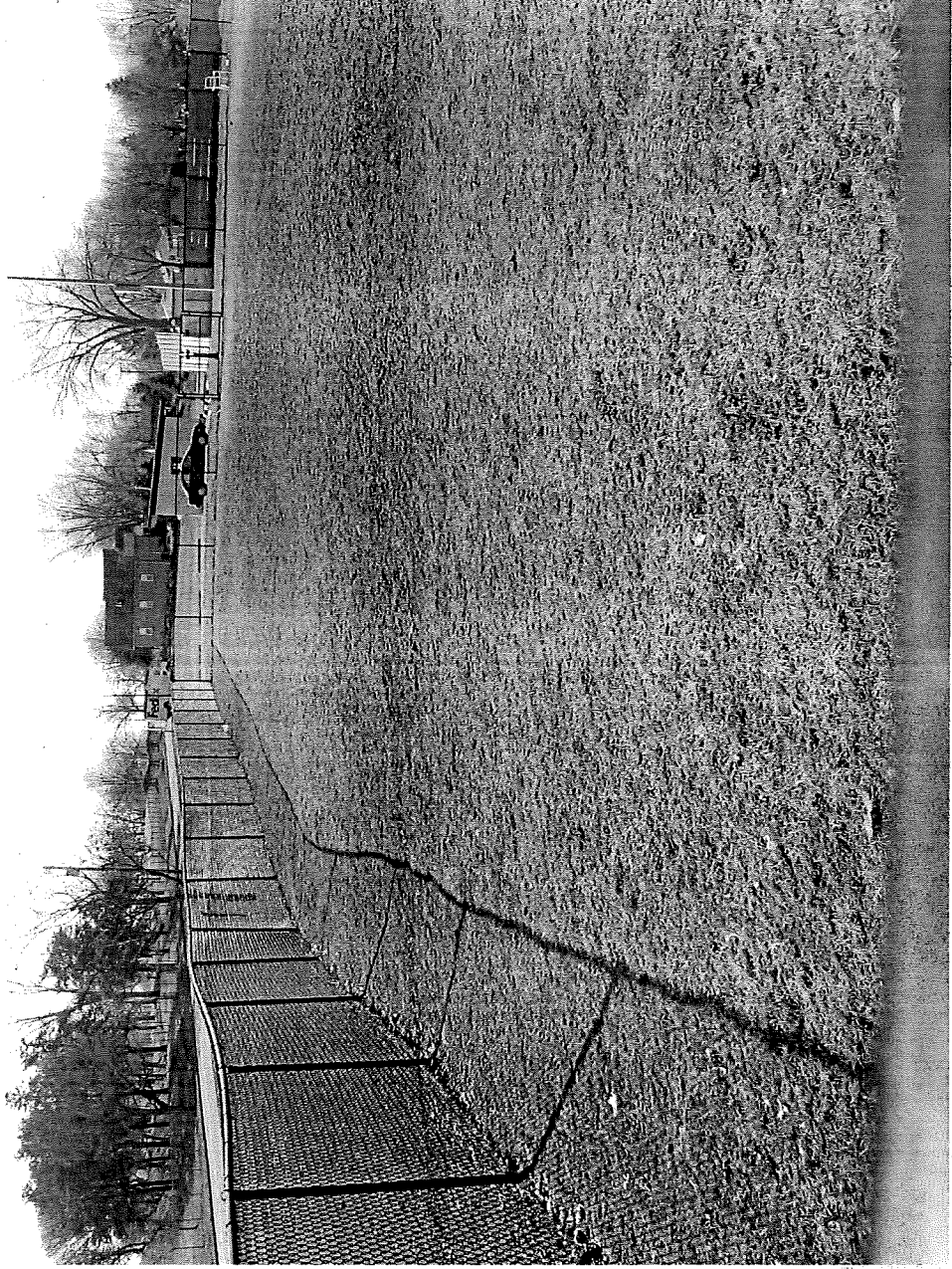
March 15, 2010



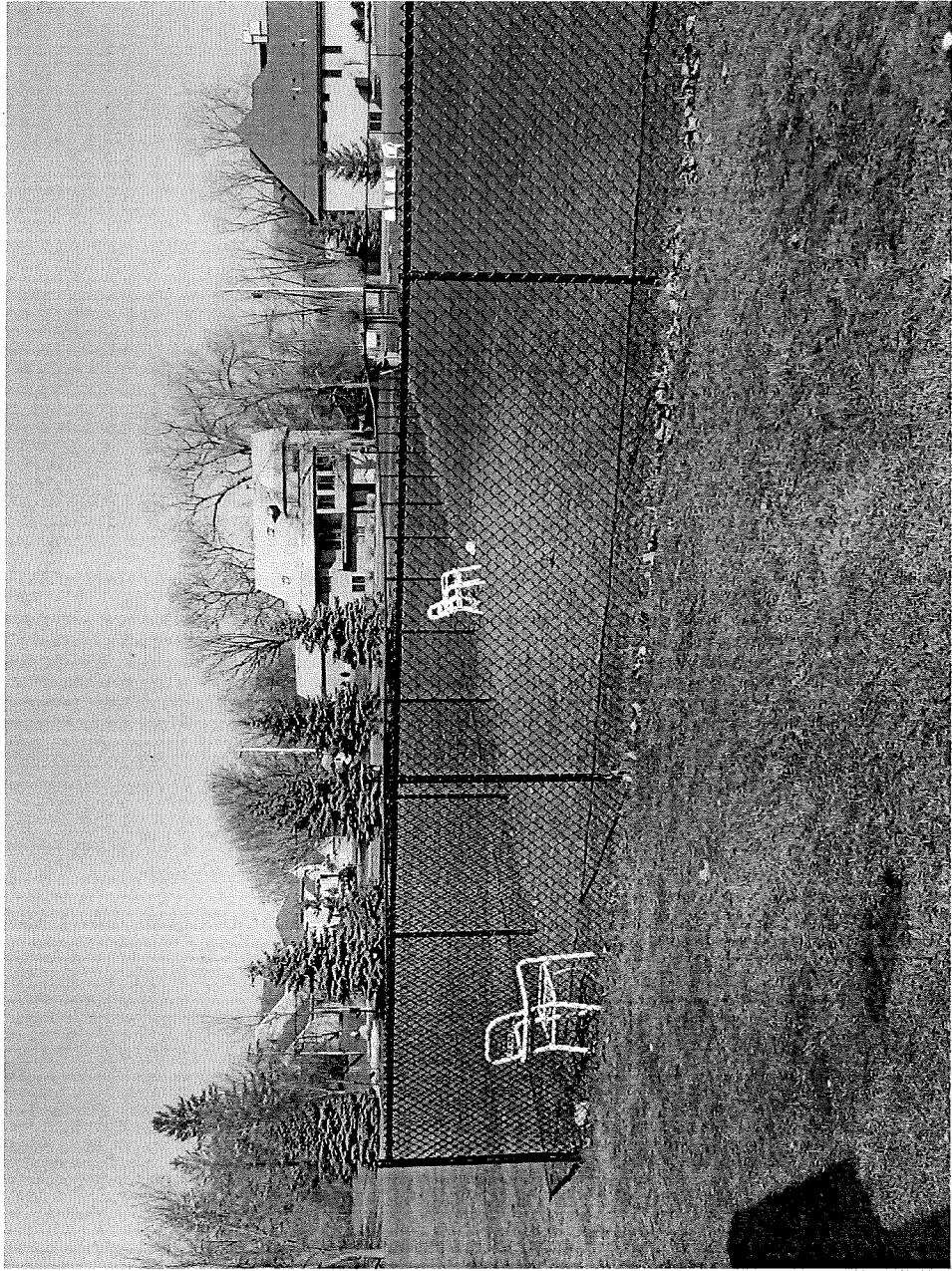
March 16, 2010



March 16, 2010



March 16, 2010



Fill in Gate Area (~35 gallons)



Heather Butkowski

From: Diane Galvin [dialvin@mindspring.com]
Sent: Monday, March 15, 2010 11:36 AM
To: Heather Butkowski
Cc: Jim Bownik
Subject: questions about green spaces

Scamper and I have become daily users of the dog park and we love it. We have met many wonderful people in the past year. And many of those fellow DP users are quite grateful for this wonderful city asset. I am concerned that, in fact, we are all loving it to death. Not much can be done to preserve the grass but there is some serious erosion and mud at the access area is becoming down right hazardous. It is quite a mess around the gate and entrance area, far beyond what would be normal spring mud conditions.

Much of this is fixable but some is inherent in topography of that particular corner of the city park.

As a professional gardener I can't help but be looking around and watching the conditions there. Also, I was raised to not be a whiner -- but to propose solutions to problems and help whenever possible. So I would like to make a couple suggestions as to how the are might be improved.

Short term, can we get a couple buckets of crushed rock, some cinder blocks or even a couple empty wood pallets to create a way into the dog park? It seems that little foyer area between the gates is the lowest part and is getting lower with each foot print. It would be easy enough lay something down as a bridge over the mud -- which would also displace some of the weight and footprints which are making the situation worse. I would suggest creating a path from the paved parking area all the way into the park proper.

Long term, raising the grade in that immediate area would naturally cause the snow melt and rain runoff to change course. Additionally, there is some distinct erosion inside the fenced area that make things worse. That run off is coming from the areas outside the DP, flowing through the DP and picking up mud from inside the park on it's way downhill toward the man-made swamp/pond. The easiest/fastest fix would be to actually dig mini ditches along the current erosion paths and lay in some pea gravel to encourage the run off into defined paths instead of spreading out in a wide area and picking up more water and soil on the way. The more challenging strategy would be to create drainage around the outside of the park fences on all four sides so run off avoids flowing into the park at all. That could mean lowering grades as in ditches or it could mean raising the grade of the park -- the latter being more labor and resource expensive as it would mean covering a wider area with a fairly deep layer of soil.

I have spent some time this winter researching surface options and it seems other than a densely seeded ground cover of white clover or maybe a bomb-proof weed such as creeping charlie, not much is going to grow in that challenging environment without large amounts of maintenance and further resources inputs -- mowing, irrigation, aeration, fertilizers etc. Wood chips have pros and cons, as does an inert covering such as gravel. Wood chips tend to be cheap and commonly available but they float in water, blow around in the wind, and sharp edges may become a hazard to pets and people. Pea gravel is part of the track surface of greyhound race tracks. The round edges and small texture make it foot-friendly and easy to keep clean. But it might be hard to come up with in large quantities. No matter what, there will need to be annual replenishment -- it's just with what and how much.

I would be willing to discuss my ideas further with anybody who is interested. I would be willing to provide some design expertise and labor pro bono, but there are some aspects I simply cannot do on my own as I don't have a large truck, bobcat, cash or authority to make changes as I see fit.

I understand money is tight -- it always is and these days more than ever. In getting to meet many of my fellow DP users, I have noted many are not Lauderdale residents -- Mnpls, UofM vet school, St Anthony Park, Falcon Heights and Roseville are all represented on any given day. I certainly don't want to limit the DP to Lauderdale users only -- that would be impossible to enforce at any rate. I am wondering if that might be useful information to take to these other cities and/or Ramsey County to asking for some help from entities beyond the Lauderdale city limits -- be it financial, labor, equipment or resources such as soil or gravel.

While walking Scamper around town in the mornings I have noticed that the areas around the sound wall could use some attention and possibly made a bit more attractive. Is that MNDot's job? Is there some plan and will that work be done before those areas turn into weeds and buckthorn?

Speaking of buckthorn.....Does Lauderdale have any leverage or will to approach the Midland Hills management to request it remove the extensive population of buckthorn growing on the margins along the north edge of Lauderdale? Those of us who are trying to rid our yards of that noxious invader will never win the fight as long as a thriving stand of buckthorn is allowed to remain so close by.

Thanks for your time and attention

Diane Galvin
digalvin@mindspring.com

Heather Butkowski

From: Diane Galvin [digalvin@mindspring.com]
Sent: Tuesday, March 16, 2010 12:38 AM
To: Heather Butkowski
Subject: RE: questions about green spaces

Good to know -- You mean the regular monthly city council meeting right? I can add it to my calendar.

I don't know how much closing the DP would help in re-growing what's left of the grass. What's still there is mostly on the east side and along the fences. It might help to close the DP now and every year about this time - mud season -- for the month or however long that it takes to melt all the snow that drains through that area and let the grass get going for the season.

The whole west side and middle of the DP were eroded as the season went on last year. Every rain storm and every time the "bench" got moved further away from the entrance increased the bare ground and eliminated more grass. It's a very challenging environment for grass to grow -- all the trampling by people and dogs. The high clay content of Lauderdale soil doesn't help either as it's challenging to establish strong deep roots that might provide a reserve in the grass plant for re growth.

Grass doesn't spread very quickly and a great deal of it has been trampled into oblivion in the past year. And it would take some effort & resources -- aeration to un-do the compaction during the summer plus re-seeding which of course also means irrigation and fertilizers -- hence my comment about no good solution without additional resources.

In either case, the trampling will be a re-occurring problem and thus so will the closing & remediation/repair not just once a year for a month, I'm afraid. Unless someone can come up with a ground cover that will stand up to the abuse -- white clover and creeping charlie are the only two I've found so far that MIGHT work after several conversations with professional turf guys at trade shows -- and even those options might need some time to get established. The white clover is available as a bulk seed since it is a recommended addition to organic lawns and as a "green" cover crop in the urban farm/garden world for its nitrogen and its dense but low growth habit. The creeping charlie exists currently in areas just outside the DP fence so it would be a simple transplanting project.

I don't see any way the entrance area will ever grow back completely as that's the lowest so the first to get muddy and the last to dry out -- also the concentrated foot traffic year around. I haven't been to a dog park yet that has anything growing at the entrance. Some, depending on design and topography, have wood chips but I have to wonder how often those need to be replenished as they're kicked around or trampled into the mud.

Some of us DP regulars are pretty tolerant of some dirt/mud but others would prefer not to get their shoes the least bit dirty. It's seriously bad when the mud gets so deep even the dogs don't want to go through it and the humans get their shoes sucked off their feet. Not sure that the clean feet folks will ever be satisfied because the only way there won't be some sort of dirt/mud is if it's paved all the way from the parking lot into the DP for a few feet. A plan I would never endorse because of the drainage/topography issues and the instability of the soils would make pavement crack and settle every which way. I like the idea of just a path with pavers or something that can be picked up and re-adjusted as needed and that allows water to drain. That would provide solid/safe footing even if coated with bit of mud or ice in the winter.

My concerns with the green spaces near the sound wall are at the south end (across from Peace church) and at the north end (the whole strip from the corners next to that last house along the wall to Midland Hills's corner and along the area where the construction trailer sat last year). My fear is that weeds, being the opportunistic sort, will get going before any intended planting. I'm pretty sure not everybody shares my enthusiasm for native or wild looking scenery but turning those areas into lawn-like mown grass doesn't make much sense either. Those areas would be tough to maintain and tough growing conditions for anything as delicate as turf grass. There are some smallish near native shrubs that might work and some near-native perennials that could make a stand without too much human attention. I suspect MNDot has rules about it as their easement, but I really don't know if that's MnDot's or Lauderdale's responsibility for upkeep.

Heather Butkowski

From: Katharine Holden [holdenltd@msn.com]
Sent: Tuesday, March 16, 2010 3:24 PM
To: Heather Butkowski
Subject: Re: off-leash dog area

Definitely. Thanks for the info.

Regards,

Katharine Holden
Marketing Communications Consultant
Plans - Concepts - Writing - Surveys - Evaluations
Billing Address: 816 Seal Street
St. Paul, MN 55114
Cell: (651) 387-8264

----- Original Message -----

From: Heather Butkowski
To: 'Katharine Holden'
Sent: Tuesday, March 16, 2010 2:14 PM
Subject: RE: off-leash dog area

Dear Katharine,

Thank you for the email. I will provide it to the Council at the next meeting.

I am sure you noticed that public work staff laid about 35 gallons of sand in the entry way. I kindly ask that you refrain from bringing any more until a decision is reached on the best approach for maintaining the dog park. You mentioned that the ground doesn't drain well. The reality is quite the opposite. That area was designed for drainage and it drains about a quarter of the park quite well. That is why the council will be receiving information about options for the area and be discussing it at the next meeting.

Thanks again for your email.

Heather Butkowski
City Administrator

From: Katharine Holden [mailto:holdenltd@msn.com]
Sent: Tuesday, March 16, 2010 12:54 PM
To: *LAUCouncil; Jim Bownik
Subject: off-leash dog area

Dear Mayor and Lauderdale City Council members:

I called the city office last Friday to ask if sand could be put down in the entryway of the off-leash dog area on the corner of Roselawn and Fulham. I was told that no sand was available and no plans were in place to obtain any sand or other material that might help dry up the deep mud. Instead, I was told that an item might be added to the upcoming city council agenda to discuss closing the park during the wet season.

I don't want the park closed, even temporarily. And I don't see why that is a preferred response to the mud problem instead of sand or any of the other usual stopgap measures for dealing with ground that doesn't drain well.

It's a great little park and I appreciate its existence very much. I appreciate it so much that yesterday I brought 10 gallons of sand yesterday to help out in the entrance. I'd bring more if I were able to lift more.

I hope you won't see fit to close the park.

Thank you.

Regards,

Katharine Holden
Marketing Communications Consultant
Plans - Concepts - Writing - Surveys - Evaluations
Cell: (651) 387-8264

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date March 23, 2010

ITEM NUMBER 9 - Stormwater Credit Pol.

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In November, the city engineer provided the City Council with a method to provide stormwater credit to Children's Home Society, Hamline Autobody, and Boyer Motor Company. These three companies were required to install various devices that either stored, controlled, or filtered stormwater and they were entitled to the credit per city ordinance. The materials provided at the time were specific to the three businesses. Since then, staff used the information provided by the city engineer to draft a policy that could be applied to other parcels.

OPTIONS:

Attached is the draft stormwater credit policy. The Council may amend it or adopt it as presented.

STAFF RECOMMENDATION:

Motion to adopt the Stormwater Utility Credit Policy as presented.

COUNCIL ACTION:

Stormwater Utility Credit Policy

Policy Purpose

A City goal is to reduce stormwater run-off to prevent the pollution of area water bodies. The City is also obligated to meet stormwater requirements as the holder of an MS4 permit. Therefore, the City Council asked the city engineer to design a stormwater utility (SWU) credit program / policy to reduce stormwater fees for sites that meet stormwater management best management practices (BMP).

Stormwater utility credit requests will be evaluated based on the following order of preference: volume control, water quality, and water quantity.

Volume Control

For sites that provide volume control an adjustment will be made to the SWU residential equivalency factor (REF). This adjustment is made by relating the volume of runoff generated by one acre of typical single family residential land, during a standard 1-year rainfall event, to the runoff generated by one acre for the site in question, during a standard 1-year rainfall event (SWU Ordinance REF definition). The adjustment will then be made by subtracting out the volume captured using infiltration practices and relating it to the single family residential REF. The methodology for adjusting REFs is supported by city ordinance language.

Water Quality Credit

The water quality credit will be provided when sites reduce phosphorous loads from that of existing. A maximum 50 percent credit is available for sites that achieve a 50 percent phosphorous load reduction or greater from predevelopment conditions and can be adjusted according to Figure 1. It will be required for an applicant to submit appropriate documentation to demonstrate their percent phosphorous removal through approved modeling techniques and manufacturers data for proprietary devices. (ie: William Walkers PondNet Model and data from the Minnesota Stormwater Manual for infiltration BMPs). The percent reduction in the SWU fee applied to a site is defined in Figure 1. The credit will be determined by applying the percent credit available to the site by the total SWU fee and reducing that amount from the SWU fee.

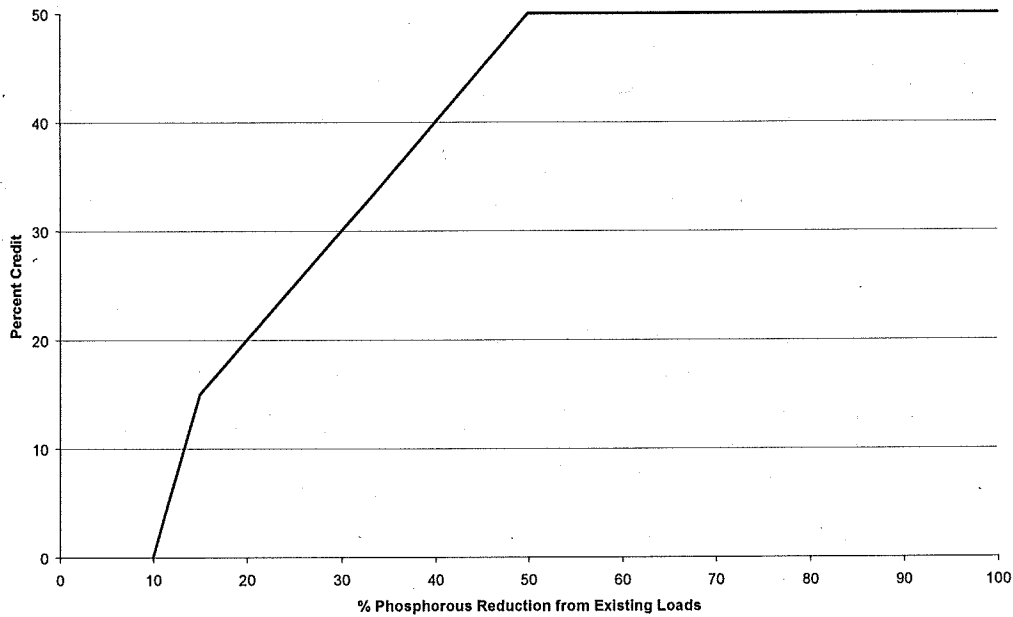


Figure 1. Stormwater Utility Water Quality Credit

Water Quantity Credit

Sites that are able to provide rate control that is less than or equal to existing for the 10-year storm event and provide infiltration qualify for a water quantity credit. The credit will be calculated by determining the percent reduction in runoff volume attributed to the infiltration BMP for the 10-year storm event. The percent reduction in runoff volume using infiltration will be the percent credit up to a maximum amount of 50 percent.

Maintenance

Upon request, property owners must provide appropriate documentation to illustrate that a stormwater BMP is still functioning as designed. This can either be done by providing up-to-date as-built information on a constructed stormwater pond, percolation rates of infiltration BMPs, or other methods as approved by the city engineer.

The following examples illustrate how to calculate the stormwater utility credit in a couple of different scenarios.

Example 1:

Eligibility for a volume control REF adjustment, water quality credit, and water quantity credit.

REF Adjustment

Adjustment applies if a site captures 0.09 acre-ft of runoff to meet the 0.34 inches of runoff imposed by the Rice Creek Watershed District during development.

Step 1: Determine runoff generated for a 1-year runoff event (2.4 inches).

CN = 90, for c soils and 67% impervious

Site acres = 3.12

3.12 acres * 1.33 inches of runoff (Minnesota Hydrology Guide) * 1 foot/12 inches = 0.39 acre-ft

Step 2: Reduce runoff volume by percent captured through infiltration BMP:

0.09 acre-feet infiltrated/0.39 acre-ft runoff volume = 25% reduction in runoff

Step 3: Reduce the REF by the percent of runoff volume reduced through infiltration BMP.

5 REFs * 25% reduction in runoff = 1.25 REFs reduction

5 REFs - 1.25 REFs reduction = 3.75 REFs

Water Quality Adjustment

Step 1: Determine the existing phosphorous load.

1.79 lbs/year (Load assessment, see appendix A)

Step 2: Determine the post-development phosphorous load.

3.23 lbs/year (Load assessment, see appendix A)

Step 3: Determine load reduced using infiltration.

80% infiltration BMP effectiveness for a 0.34 rainfall event

3.23 lbs/year * 80% effective = 2.58 lbs/year reduced

3.23 lbs/year - 2.58 lbs/year = 0.65 lbs/year new phosphorous load

Step 4: Determine additional load reduced through the water quality pond

53.7% (Determined using PondNet Model)

0.65 lbs/year (Load from previous reduction)

0.65 lbs/year * 53.7% = 0.35 lbs/year load reduction

0.65 lbs/year - 0.35 lbs/year load reduction = 0.3 lbs/year new phosphorous load

Step 5: Determine the water quality credit.

1.79 lbs/year - 0.3 lbs/year = 1.49 lbs/year

1.49 lbs/year/1.79 lbs/year = 83% reduction in phosphorous load

From Figure 1 we determine the site is eligible for a 50% credit.

Step 6: Calculate the revised stormwater fee.

3.12 acres * 3.75 REFs * current SWU rate/acre (was \$7.50 in 2009) = \$87.75

\$87.75 * 50% = \$43.88

\$87.75 - \$43.88 = \$43.88/quarter reduced SWU fee

Water Quantity Adjustment:

Step 1: Review rates to ensure they have matched existing runoff rates for existing conditions for the 10-year storm-event.

Existing 10-year rates: 7.34 cfs
Proposed 10-year rates: 5.02 cfs

Step 2: Review the runoff volume reduced for the 10-year event due to infiltration.
Proposed runoff volume: 0.85 acre-ft
Runoff volume captured due to infiltration: 0.09 acre-ft
Runoff volume reduced due to infiltration: $0.09 \text{ acre-ft} / 0.85 \text{ acre-ft} = 11\%$
reduction.

Step 3: Apply credit to SWU fee calculated using the water quality credit.
 $\$43.88 * 11\% = \4.83
 $\$43.88 - \$4.83 = \$39.05/\text{quarter revised SWU fee}$

Example 2:

Eligibility for a volume control REF adjustment, water quality credit, and water quantity reduction credit.

REF Adjustment

Adjustment applies if the site captures 0.09 acre-ft of runoff to meet the 0.34 inches of runoff imposed by the Rice Creek Watershed District during development.

Step 1: Determine runoff generated for a 1-year Runoff Event (2.4 inches).
CN = 97, for c soils and 95% impervious
Site acres = 3.69
 $3.69 \text{ acres} * 2.08 \text{ inches of runoff (Minnesota Hydrology Guide)} * 1 \text{ foot}/12 \text{ inches} = 0.64 \text{ acre-ft}$

Step 2: Reduce runoff volume by percent captured through infiltration BMP:
 $0.098 \text{ acre-ft infiltrated} / 0.64 \text{ acre-ft runoff volume} = 15\% \text{ reduction in runoff}$

Step 3: Reduce the REF by the percent of runoff volume reduce through their infiltration BMP.

$5 \text{ REFs} * 15\% \text{ reduction in runoff} = 0.75 \text{ REFs reduction}$
 $5 \text{ REFs} - 0.75 \text{ REFs reduction} = 4.25 \text{ REFs}$

Water Quality Adjustment

Step 1: Determine the existing phosphorous load.
1.24 lbs/year (Load assessment see appendix A)

Step 2: Determine the post-development phosphorous load.
5.31 lbs/year (Load assessment, see appendix A)

Step 3: Determine load reduced using infiltration.
80% infiltration BMP effectiveness for a 0.34 rainfall event.
 $5.31 \text{ lbs/year} * 80\% \text{ effective} = 4.25 \text{ lbs/year reduced}$

$$5.31 \text{ lbs/year} - 4.25 \text{ lbs/year} = 1.06 \text{ lbs/year}$$

Step 4: Determine additional load reduced through the water quality pond.

53.7% (Determined using PondNet Model)

1.06 lbs/year (Load from previous reduction)

$1.06 \text{ lbs/year} * 53.7\% = 0.569 \text{ lbs/year}$ load reduction

$1.06 \text{ lbs/year} - 0.569 \text{ lbs/year}$ load reduction = 0.491 lbs/year new phosphorous load

Step 5: Determine the water quality credit.

$1.24 \text{ lbs/year} - 0.49 \text{ lbs/year} = 0.75 \text{ lbs/year}$

$0.75 \text{ lbs/year} / 1.24 \text{ lbs/year} = 60\%$ reduction in phosphorous load

From Figure 1 we determine the site is eligible for a 50% credit

Step 6: Calculate the revised stormwater fee.

$3.69 \text{ acres} * 4.25 \text{ REFs} * \text{current SWU rate/acre (was } \$7.50 \text{ in 2009)} = \117.62

$\$117.62 * 50\% = \58.81

$\$117.62 - \$58.81 = \$58.81/\text{quarter}$ reduced SWU fee

Water Quantity Adjustment:

Step 1: Review rates to ensure they have matched existing runoff rates for existing conditions for the 10-year storm-event.

Existing 10-year rates: 7.34

Proposed 10-year rates: 5.02

Step 2: Review the runoff volume reduced for the 10-year event due to infiltration.

Proposed runoff volume: 0.85 acre-ft

Runoff volume captured due to infiltration: 0.1 acre-ft

Runoff volume reduced due to infiltration: $0.1 \text{ acre-ft} / 0.85 \text{ acre-ft} = 12\%$ reduction

Step 3: Apply credit to SWU using the water quality credit.

$\$58.81 * 12\% = \7.06

$\$58.81 - \$7.06 = \$51.75/\text{quarter}$ revised SWU fee

Example 3:

Eligibility for a water quality credit if there is no infiltration of stormwater runoff.

Water Quality Adjustment

Step 1: Determine the existing phosphorous load.

2.71 lbs/year (Load assessment see appendix A)

Step 2: Determine the post-development phosphorous load.

2.81 lbs/year (Load assessment, see appendix A)

Step 3: Determine load reduced by their Stormceptor.

25% (From previously submitted documentation)

$2.81 \text{ lbs/year} * 25\% = 0.7 \text{ lbs/year load reduction}$

$2.81 \text{ lbs/year} - 0.7 \text{ lbs/year load reduction} = 2.11 \text{ lbs/year}$

Step 4: Determine the water quality credit.

$2.71 \text{ lbs/year} - 2.11 \text{ lbs/year} = 0.6 \text{ lbs/year}$

$0.6 \text{ lbs/year} / 2.71 \text{ lbs/year} = 29\% \text{ reduction in phosphorous load}$

From Figure 1 we determine the site is eligible for a 28% credit.

Step 5: Calculate the revised stormwater fee.

$3.2 \text{ acres} * 5 \text{ REFs} * \text{current SWU rate/acre (was } \$7.50 \text{ in 2009)} = \120.00

$\$120.00 * 28\% = \33.60

$\$120 - \$33.60 = \$86.40/\text{quarter reduced SWU fee}$

Appendix A: Stormwater Data Summary

Table 1. Summary of BMPs Provided

Site	BMPs Provided		
	Water Quality	Rate Control	Infiltration
Example 1	53.7% Phosphorous Removal - PondNet Model	2, 10, and 100-year rate control provided - reviewed Hydrocad model results	- Infiltration of 0.34 inches of runoff required (0.050 acre feet) - 0.090 acre feet provided
Example 2	53.7% Phosphorous Removal - PondNet Model	2, 10, and 100-year rate control provided - reviewed HydroCad model results - ponding provided at neighboring parcel	Infiltration of 0.34 inches of runoff required (0.088 acre feet) - 0.098 acre feet provided
Example 3	Stormceptor: 25% phosphorous removal, no dead storage	2, 10, 100-year rate control provided - reviewed Hydrocad model results	None

Table 2. Phosphorous Load Calculations

Existing Land Use	Impervious Coverage ¹	Rv	TP EMC	TP Loading Rate ²	Area	Pollutant Load
	(%)	(fraction)	(ppb)	(lbs/ac/yr)	(acres)	(lbs/yr)
Example 1 Open Space	0	0.07	250	0.12	2.24	0.27
Example 1 Pavement	100	0.64	400	1.73	0.88	1.52
Example 2 Open space	0	0.07	250	0.12	3.19	0.38
Example 2 Pavement	100	0.64	400	1.73	0.50	0.86
Example 3	54	0.36	350	0.85	3.20	2.71

Proposed Land Use	Impervious Coverage ¹	Rv	TP EMC	TP Loading Rate ²	Area	Pollutant Load
	(%)	(fraction)	(ppb)	(lbs/ac/yr)	(acres)	(lbs/yr)
Example 1	67	0.44	350	1.04	3.12	3.23
Example 2	95	0.61	350	1.44	3.69	5.31

Example 3	56	0.37	350	0.88	3.2	2.81
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¹ Non-urban land uses with "n/a" for impervious coverage signify the absence of the following relationship between impervious coverage and runoff coefficient: $R_v = [0.607 * \text{Impervious Fraction}] + 0.03$

² All loading rates are based on average annual precipitation depth of 30 inches/year.

Source: National Weather Service

Signed: _____ Date: _____
 Mayor / Mayor Pro Tem

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date March 23, 2010
ITEM NUMBER 9 - MWMO Amendment
STAFF INITIAL AB
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Mississippi Watershed Management Organization (MWMO) is asking the Council to review and comment on the attached amended text. This amendment to their 2006 Watershed Management Plan would allow the MWMO to add the construction of a new office facility to the Five Year Capital Improvement Schedule.

OPTIONS:

Review; draft comments as needed.

STAFF RECOMMENDATION:

If there are comments, direct staff to report the Council's comments to the MWMO.

COUNCIL ACTION:



Protect it. Pass it on.

**MISSISSIPPI
WATERSHED
MANAGEMENT
ORGANIZATION**

1224 Marshall Street NE, #201
Minneapolis, Minnesota 55413

(612) 465-8780
(612) 465-8785 fax

www.mwmo.org

February 5, 2010

Dear Reviewer,

The MWMO is requesting your review of a General Amendment to the "MWMO Watershed Management Plan: 2006 Amended Version" for the construction of a new MWMO office facility. This amendment is required because the office facility is not listed as a capital project in the MWMO's current plan.

The MWMO Board approved a schematic design for the new office facility on December 21, 2009. The MWMO's office facility will be located at 2522 Marshall Street NE, Minneapolis, Minnesota 55418 adjacent to the Mississippi River and within the Mississippi River Critical Area.

Please review and comment on Attachment one (MWMO CIP Amendment.doc) which has the intended language and table to be inserted into the MWMO Watershed Management Plan 2006 Amended Version.

60 day review period comments due: Monday April 12, 2010.

Please e-mail comments to:

Daniel Kalmon
dkalmon@mwmo.org

Please mail comments to:

Att: Daniel Kalmon
Mississippi Watershed Management Organization
1224 Marshall Street NE, Suite 201
Minneapolis, Minnesota 55413-1036

Feel free to contact me @ 612-360-7335 with any questions regarding this review request.

Sincerely,

Dan Kalmon
Planner and Program Manager

Note: The following amendment is meant to be inserted into the MWMO Watershed Management Plan 2006 Amended Version: under Section 6 Implementation Program; Subsection Projects; pg79"

MWMO Multipurpose Office Facility

The Mississippi Watershed Management Organization (MWMO) Five Year Capital Improvement Schedule details out the estimated total project cost the of the MWMO's new multipurpose office facility. Construction of the facility will occur in 2010 and 2011.

MWMO Five Year Capital Improvement Schedule 2010 to 2015

	2010	2011	2012	2013	2014	2015	Total Funding
MWMO Multipurpose Office Facility							\$3,500,000

The MWMO is a Joint Powers Watershed Management Organization. The MWMO is listed in MS 275.066 as a "Special Taxing District" for the purposes of property taxation to complete water management under section 103B.211 and 103B.241. The MWMO will fully fund this capital improvement from its annual levy.

If costs for the construction of this new facility increase more than 25% a minor amendment will be needed. An increase in costs less than this amount will be reported by the MWMO in their annual report to the Board of Water and Soil Resources and included in the MWMO's annual budget meeting which is open for public comment.

Future Site of MWMO Facility

27TH AVE NE

MARSHALL ST NE

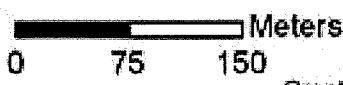
LOWRY AVE N

LOWRY AVE NE

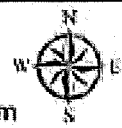
PACIFIC ST



Future MWMO Facility — Roads



Created by: Brian Jastram



MWMO
Watershed. People. Power. In. Sync.
MISSISSIPPI
WATERSHED
MANAGEMENT
ORGANIZATION

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 23, 2010

ITEM NUMBER 9 - Union Agreement

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last Council meeting, the Council tentatively accepted the union contract as presented, which included the deferred compensation increase for 2011 (\$550 dollars). Neither the union representative nor the union employees had any further comments. I prepared the text for final adoption, which can be done tonight. I will then gather the signatures and the agreement will be in effect until the end of next year.

As the agreement runs from January 1, 2010 to December 31, 2011, the union employees will receive compensation for "back benefits," since there is no back pay.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt the 2010 - 2011 union contract as presented.

COUNCIL ACTION:

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

January 1, 2010 -December 31, 2011

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ARTICLE 1: RECOGNITION

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

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

ARTICLE 2: DEFINITIONS

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

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

- I. REGULAR FULL-TIME EMPLOYEE -an employee retained on a non-temporary basis who works forty (40) hours or more per week on a regular schedule throughout the year.
- J. TEMPORARY OR SEASONAL EMPLOYEE -an employee retained to fill a full-time or part-time position which is of a provisional or seasonal nature.
- K. TERMINATION -a complete separation of an employee from City employment. Termination can be voluntary, through resignation or retirement, or involuntary, through discharge by the City.
- L. EMPLOYEE REPRESENTATIVE -The American Federation of State, County and Municipal Employees, Council 5.
- M. 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.

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: UNION SECURITY

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

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

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

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

ARTICLE 5: MEET AND CONFER

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

ARTICLE 6: SENIORITY

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

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

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

ARTICLE 7: DISCIPLINE

- A. The EMPLOYER will discipline employees only for just cause. The employer will follow the principle of progressive discipline wherever practicable.
- B. Discipline, when administered, will be in one or more of the following forms and normally in the following order:
1. Oral Reprimand
 2. Written Reprimand
 3. Suspension
 4. Discharge or disciplinary demotion.
- C. If the EMPLOYER has reason to reprimand any employee, it shall normally not be done in the presence of other employees or the public.
- D. Written reprimands, disciplinary suspensions, disciplinary demotions or discharge of permanent employees may be appealed up to and through the arbitration step of the grievance procedure contained in this AGREEMENT. The employer will notify the union promptly of all such disciplinary actions.
- E. Investigations, which do not result in disciplinary actions, shall not be entered into the employee's personnel records. A written record of all disciplinary actions shall be entered into the employee's personnel record. All disciplinary entries in the personnel office record shall normally state the corrective action expected of the employee.

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

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

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

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

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

ARTICLE 8: GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 9: NO STRIKE-NO LOCKOUT

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

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

ARTICLE 10: WORK SCHEDULES

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

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

ARTICLE 11: OVERTIME AND COMP TIME

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

ARTICLE 12: BENEFIT ELIGIBILITY

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

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

ARTICLE 13: HOLIDAYS

The following days are observed paid holidays:

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

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

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

ARTICLE 14: VACATION

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

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

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

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

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

Employees may carry over twice their annual vacation-earning rate. Any unused vacation time in excess of this amount will be forfeited unless other provisions are made by the city council. Regular full-time employees must use at least five

(5) days of vacation time during each year of City employment. The word "day" implies a nominal eight-hour shift.

- B. Requests. Vacation time must be requested at least forty-eight (48) hours in advance. Vacation requests must be approved by the employee's supervisor or the designated personnel representative and may be denied in the event of an emergency or if taking a vacation at that time would impair the City's ability to carry out its business.
- C. Legal Holidays during Vacation. Whenever a legal holiday falls on a working day during an employee's vacation, that holiday will not be counted as a vacation day.
- D. Terminal Leave. Any employee leaving the Municipal service in good standing shall be compensated for vacation leave accrued and unused to the date of separation.

ARTICLE 15: INSURANCE

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

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

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

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

DEFERRED COMPENSATION

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

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

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

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

ARTICLE 16: WAGES

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

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

ARTICLE 17: AUTO-ALLOWANCE

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

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

ARTICLE 18: UNIFORMS

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

ARTICLE 19: SICK LEAVE

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

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

ARTICLE 20: LEAVE OF ABSENCE WITHOUT PAY

Upon request, a leave of absence without pay may be granted by the City Council for a period of up to ninety (90) days. No benefits will accrue or be paid out during a leave of absence without pay. Accrued vacation time may be paid out upon request of the employee. This is with the understanding that the vacation is paid out according to the regular pay schedule over regular

pay periods, which is the same scenario used to pay for all vacation days earned by the employees. An employee may elect to continue insurance benefits coverage during a leave of absence at the employee's expense. When special circumstances exist, the City Council may, upon request, extend a leave of absence.

ARTICLE 21: COURT DUTY

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

ARTICLE 22: MILITARY LEAVE

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

ARTICLE 23: ELECTION DAYS

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

ARTICLE 24: SCOPE OF AGREEMENT

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

B. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any

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

ARTICLE 25: DURATION

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

ARTICLE 26- SAVINGS CLAUSE

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

ARTICLE 27- DRUG AND ALCOHOL TESTING POLICY

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

UNION

By: _____
Dated: _____

Allen Lehrke, AFSCME Co. 5, Business Representative

By: _____
Dated: _____

Dave Hinrichs, Public Works Coordinator, City of
Lauderdale

CITY OF LAUDERDALE

By: _____
Dated: _____

Jeff Dains, Mayor, City of Lauderdale

By: _____
Dated: _____

Heather Butkowski, City Administrator, City of
Lauderdale

APPENDIX A

ALCOHOL AND DRUG TESTING POLICY

Purpose

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

Policy

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

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

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

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

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

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 23, 2010

ITEM NUMBER 9 -Non-union Compensation

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I previously mentioned that the past practice of the City extended the benefits of the union agreement to non-union staff. Past practice has also been to do it under the same terms, meaning it would be effective January 1, 2010. The Council may elect to do that for 2010.

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 (under what terms).

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 23, 2010

ITEM NUMBER 13A - Sewer Agreement

STAFF INITIAL AC

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Twin City Die Casting (TCDC) is asking the City Council to allow them to build a structure over the sewer line that runs through their property. The City has an easement agreement with them dating from the early 1950s, when sewer was first laid in the City. TCDC's architect provided documents and drawings that clarify what the new building would look like.

Everyone in Lauderdale is served by this line except: Luther Seminary, Children's Home Society, Rosehill Townhomes, City Gables, and some of the apartment at Eustis/Larpentour.

If the Council is interested in pursuing an agreement with TCDC, the Council should ask for a retainer that will pay for legal and engineering services going forward. After speaking with the city attorney, I suggest an escrow amount of \$5,000. Any unused money would be returned to TCDC. If the costs exceed \$5,000, they should be paid by TCDC.

I know the Council is always interested in helping community businesses, but staff have a few preliminary concerns.

- The pipe has been in place since the early 1950s (60 years). We have experienced no problems as of late, but the condition of the pipe is unknown.
- The line serves most of the City. We would want to be guaranteed that any need of the City to service the line would be granted immediately (day, night, holiday, etc).
- The enclosed area may limit the ability to bring in the equipment needed to fix the line.
- The enclosed area limits the ability to access the area behind their building (where the City has manholes to maintain).

The City assumes some risk by allowing this. It may be prudent to ask TCDC what the benefit will be to the rest of the City.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

March 17, 2010

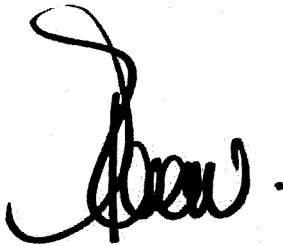
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Re: Twin City Die Castings, Inc.
Lauderdale, MN

It is the intention of this project to expand Twin City Die Castings conditioned manufacturing space to increase efficiency in the existing buildings and increase the safe work environment for employees by shortening in-house vehicular traffic patterns and providing additional manufacturing and product finishing areas.

The area proposed to be enclosed for new operations currently sits over a portion of an easement for a Lauderdale city sewer. Twin City Die Castings, to accommodate the needs they have for production and finishing, propose to enclose this area with a roof above the easement and between two existing buildings. The proposed additional space would be built with high, open ceilings and a high bay access door at the end of the space to allow equipment to enter for the correction of any problems associated with the Cities' sewer easement.

We thank you for your time and appreciate your consideration of this matter.

A handwritten signature in black ink, appearing to read "Truman Howell", with a period at the end.

Truman Howell
Truman Howell Architects & Associates, Inc.

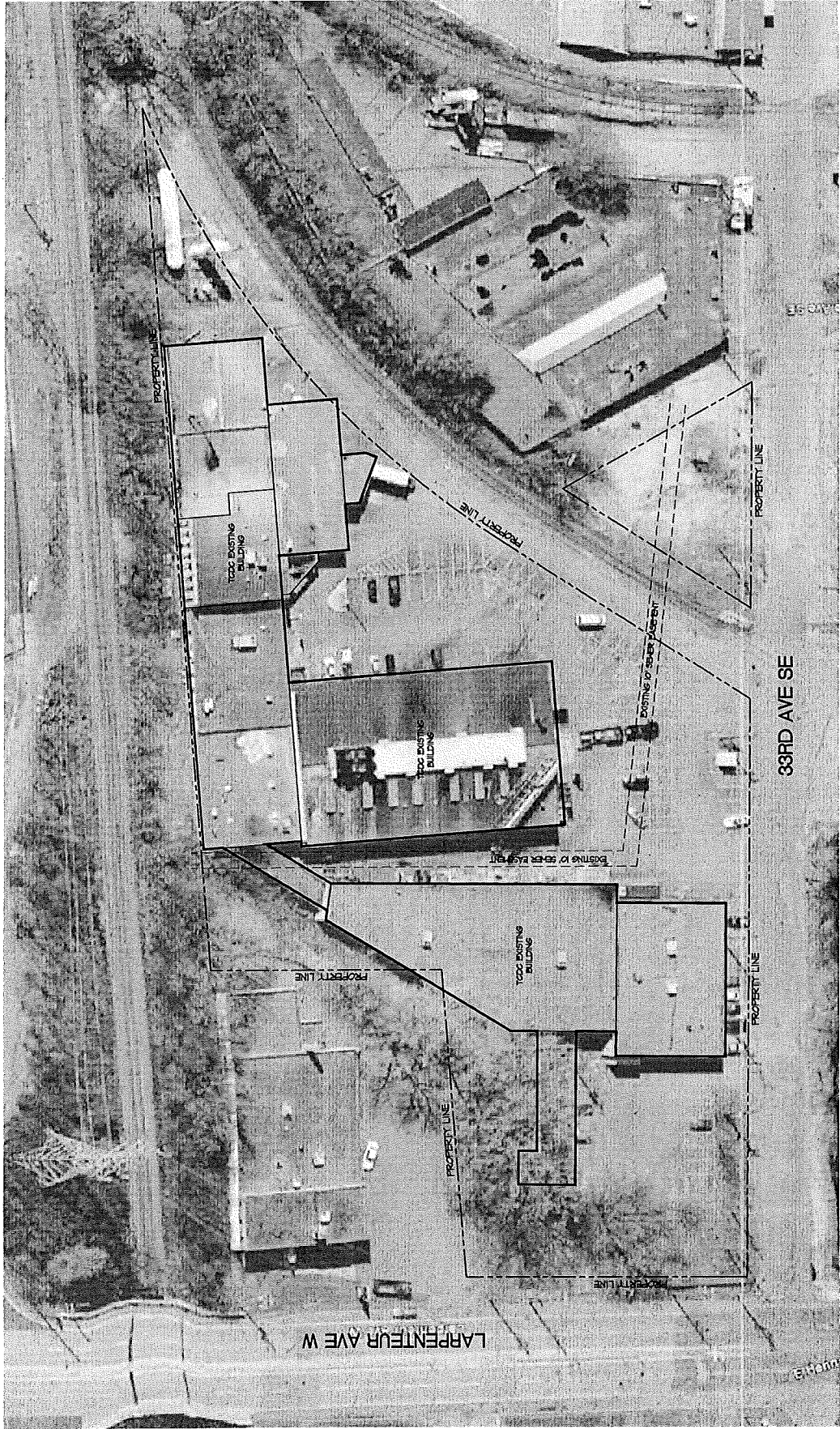


TRUMAN
HOWELL
ARCHITECTS
& ASSOCIATES, INC.
1000 WEST 10TH AVENUE
DENVER, COLORADO 80202



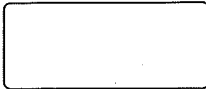
DATE: 3/19/10
SCALE: 1"=30'-0"
DRAWING: EXISTING SITE PLAN

SHEET NO. **A1**
SHEET OF 1



1"=30'-0"
N
EXISTING SITE PLAN

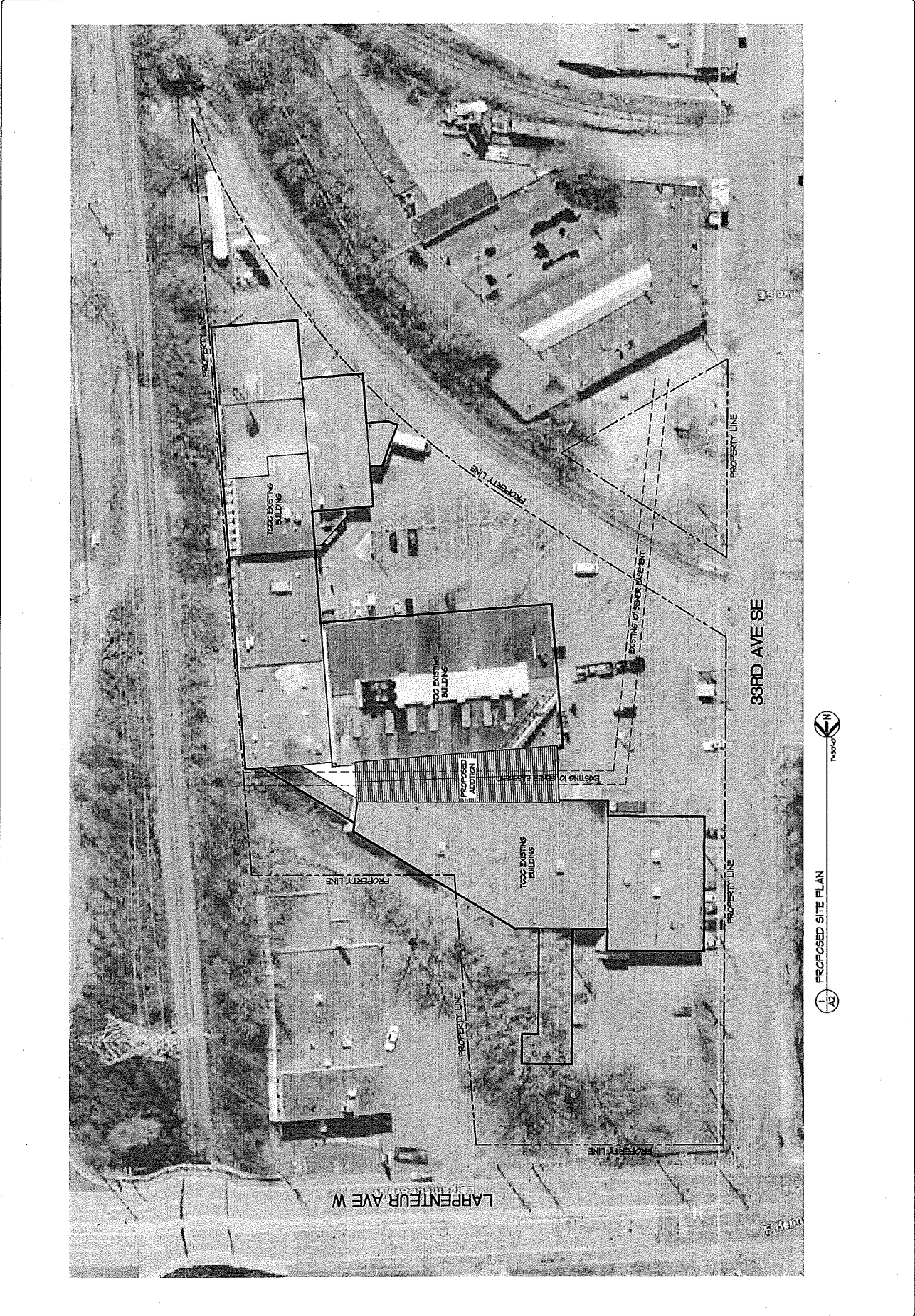
REVISIONS



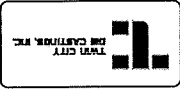
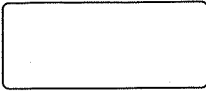
Truman
**TRUMAN
 HOWELL
 ARCHITECTS
 & ASSOC., INC.**
1000 WEST 10TH AVE.
 DENVER, CO 80202-1000
 PHONE: 303.733.1000

DATE: 3/19/10
 SCALE: 1"=30'-0"
 DRAWING: PROPOSED SITE PLAN

SHEET NO. **A2**
 SHEET OF



REVISIONS



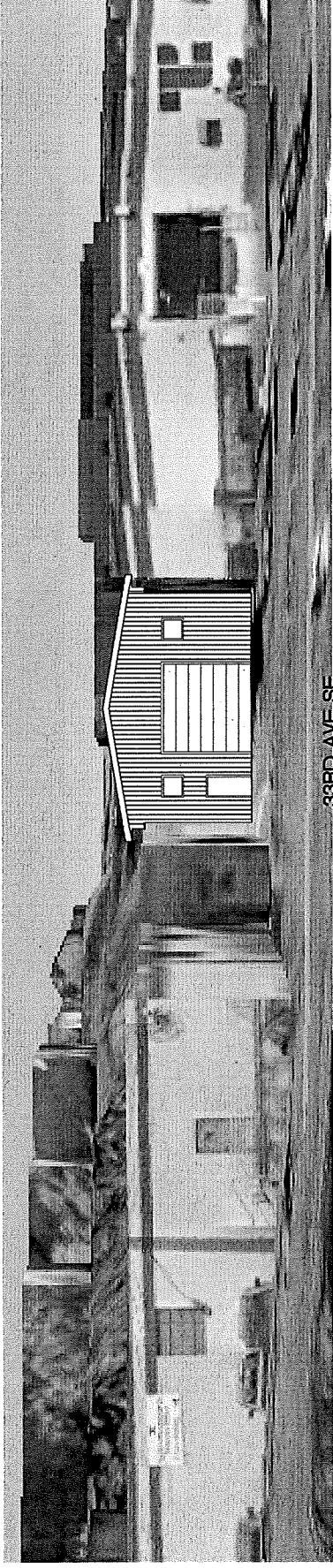
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 SCALE: 1/8" = 1'-0"
 DRAWING: EXTERIOR ELEVATIONS

SHEET NO. **A3**
 SHEET OF 2



33RD AVE SE

1. EXISTING EXTERIOR ELEVATION
 1/8" = 1'-0"



33RD AVE SE

2. PROPOSED EXTERIOR ELEVATION
 1/8" = 1'-0"