

**FILE**

**LAUDERDALE CITY COUNCIL MEETING AGENDA  
TUESDAY, MARCH 9, 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 February 23, 2010, City Council Meeting
  - b. Claims totaling \$87,562.13
4. **OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL**
5. **CONSENT**
  - a. 2010 Business Licenses
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**
  - a. Representative Mindy Greiling
9. **DISCUSSION / ACTION**
  - a. Ordinance 10-02 – Relating to the Adoption of Floodplain Regulations
  - b. Resolution 030910A - Authorizing Publication of Ordinance No. 10-02 by Title and Summary
  - c. Resolution 030910B – Supporting Broadband Technology Grant Opportunities in Ramsey County
  - d. Resolution 030910C – Supporting CDBG Grant Application of Donnelly Development for 1631 and 1633 Eustis Street (New Mech)
  - e. Union Contract Proposal
10. **ITEMS REMOVED FROM THE CONSENT AGENDA**
11. **ADDITIONAL ITEMS**
12. **SET AGENDA FOR NEXT MEETING**
  - a. Purchasing Policy Revisions
13. **CLOSED SESSION**
  - a. Closed Session with City Attorney Regarding Pending Litigation
14. **WORK SESSION**
15. **ADJOURN**

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

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February 23, 2010

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

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

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

Mayor Dains asked for changes to the meeting agenda. There being none, **Councilor Hawkinson moved to approve the agenda. Councilor Gaasch seconded the motion and it passed unanimously.**

**Councilor Mac Lean moved to approve the February 9, 2010 City Council meeting minutes. Councilor Hawkinson seconded the motion and it passed unanimously.**

**Councilor Gaasch moved approval of the claims totaling \$32,455.64. Councilor Hawkinson 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.

Mayor Dains said the City was holding a public hearing regarding a proposed flood plain ordinance.

Butkowski noted that the ordinance was required of cities who wished to remain in the National Flood Insurance Program (NFIP). While Lauderdale is not located in a mapped floodplain, some mortgage brokers require it of new borrowers, so it is in the City's interest to adopt the ordinance.

**Mayor Dains opened the public hearing at 7:37 p.m. No one present wished to speak to the issue. The public hearing closed at 7:38 p.m.**

Butkowski said the ordinance would be on a future agenda for approval.

The Mayor welcomed Chief Ohl to the meeting. Ohl reviewed statistics related to Part I and Part II crimes highlighting the arrest of a group of burglars that cleared 13 of the 29 burglary cases. He also noted the 1,460 calls for service in 2009 or 36 calls more than 2008. He felt that showed residents were engaged in what happened in the community. Overall, the

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department cleared 62% of all part I and II crimes, which he said was a remarkably high number.

The Mayor asked whether the murder rate was up in Minneapolis and St. Paul. Ohl responded that the national trend in violent crimes was down and he thought the same held true here.

The Mayor also asked whether the new bridge made patrol easier. Ohl said it did. The new configuration also made it safer for the officers.

The Mayor said the City would like to see foot patrol in the park again this year. He thought that addressed some of the issues brought forward at the meeting in the park.

Ohl said the support of the Council was important to the officers. He reiterated that the officers do not see the agreement with Lauderdale as merely a contract. The Mayor said it was a contract that became a relationship.

Captain Cotroneo reminded residents that the Citizen's Academy was starting March 10. Space was still available.

Bownik said the CDBG grant application for new playground equipment was ready to be submitted to Ramsey County upon authorization from the Council. If granted, all of the park equipment would be replaced in a manner that met ADA and safety standards. The request was for \$125,506.97 with no funding match required.

**Councilor Mac Lean moved to adopt resolution 022310A – A Resolution Authorizing Application for CDBG Funds for Playground Improvements at Lauderdale Community Park. Councilor Gaasch seconded the motion and it passed unanimously.**

Butkowski reviewed the preliminary agenda for the next meeting, which included the union contract and possibly a request for support from Donnelly Development for a CDBG grant application.

**The Mayor announced the City Council was moving into closed session to discuss pending litigation.**

**The Council returned from closed session at 8:45 p.m.**

Butkowski said two applications for the expansion of fiber were being developed in the county and the City has the option of supporting them. One of the grants was being submitted by the City of St. Paul and Ramsey County, while the other was being submitted by the

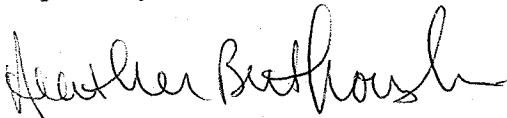
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private dark fiber provider the Metro-Inet group (of which Lauderdale is a member) has been working with over the previous year. Butkowski explained some of the difference in approach between the two proposals. If the Council supported the County proposal the City would become a member of a joint powers board that managed and shared in the cost of the fiber. In the other case, dark fiber would be provide to the Metro-Inet group on a long-term lease (30 to 50 years) with some cost sharing in the fiber's maintenance. The cost would be shared among the Metro-Inet group according to the same cost share arrangement currently used for technology services. The annual cost for the City was expected to be \$500. Butkowski said the other Ramsey County cities would be discussing the issue over the next two weeks. By the March 9 meeting, the Council will know how other cities chose to proceed and the cost to participate with the County and St. Paul.

**There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 8:58 p.m.**

Respectfully submitted,



Heather Butkowski  
City Administrator

**CITY OF LAUDERDALE**

**CLAIMS FOR APPROVAL**

**March 9, 2010 City Council Meeting**

Payroll

03/5/10 Payroll: Direct Deposit # 500929-500932	\$7,163.66
03/5/10 Payroll: Payroll Liabilities, e-payments 433E-435E	\$5,702.63

Vendor Claims

03/05/10: Check #'s 20097-20118	\$74,695.84
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**SUBTOTAL** \$87,562.13

**Total Claims for Approval**

**\$87,562.13**

CITY OF LAUDERDALE

03/04/10 10:32 AM

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Payments

Current Period: MARCH 2010

Batch Name	030510payrol	Computer Dollar Amt	\$5,702.63	Posted	
Payment					
Refer	1320 PERA	Ck# 000433E	3/5/2010		
Cash Payment	G 101-21704 PERA	03/05/10	Payroll		\$1,410.60
Invoice					
Transaction Date	3/4/2010	Due 0	NORTH STAR CHEC 10100	<b>Total</b>	\$1,410.60
Refer	1321 ICMA RETIREMENT TRUST - 457	Ck# 000434E	3/4/2010		
Cash Payment	G 101-21705 ICMA RETIREMENT	03/05/10	Payroll		\$1,738.08
Invoice					
Transaction Date	3/4/2010	Due 0	NORTH STAR CHEC 10100	<b>Total</b>	\$1,738.08
Refer	1322 NORTH STAR BANK, CHECKING S	Ck# 000435E	3/4/2010		
Cash Payment	G 101-21701 FEDERAL TAXES	03/05/10	Payroll		\$736.51
Invoice					
Cash Payment	G 101-21703 FICA WITHHOLDING.	03/05/10	Payroll		\$1,817.44
Invoice					
Transaction Date	3/4/2010	Due 0	NORTH STAR CHEC 10100	<b>Total</b>	\$2,553.95
Fund Summary				<b>BATCH Total</b>	\$5,702.63
	101	10100	NORTH STAR CHECKING		
					\$5,702.63
					\$5,702.63

Pre-Written Checks	\$5,702.63
Checks to be Generated by the Compute	\$0.00
<b>Total</b>	<b>\$5,702.63</b>

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

MARCH 2010

			Check Amt	Invoice	Comment
<b>10100 NORTH STAR CHECKING</b>					
Paid Chk#	020097	3/9/2010	<b>ABDO EICK &amp; MEYERS LLP</b>		
E 602-49100-301	AUDITING		\$900.00		'09 financial audit
E 101-41500-301	AUDITING		\$7,200.00		'09 financial audit
E 601-49000-301	AUDITING		\$900.00		'09 financial audit
<b>Total ABDO EICK &amp; MEYERS LLP</b>			<b>\$9,000.00</b>		
Paid Chk#	020098	3/9/2010	<b>AFSCME</b>		
G 101-21709	UNION DUES		\$109.18		2/10 Union Dues
<b>Total AFSCME</b>			<b>\$109.18</b>		
Paid Chk#	020099	3/9/2010	<b>CARTRIDGECARE INC.</b>		
E 101-41200-201	GENERAL SUPPLIES		\$41.78		1 fax toner cartridge
<b>Total CARTRIDGECARE INC.</b>			<b>\$41.78</b>		
Paid Chk#	020100	3/9/2010	<b>CINTAS</b>		
E 602-49100-425	CLOTHING		\$38.19		PW Clothing
E 601-49000-425	CLOTHING		\$38.19		PW Clothing
<b>Total CINTAS</b>			<b>\$76.38</b>		
Paid Chk#	020101	3/9/2010	<b>CITY OF FALCON HEIGHTS</b>		
E 101-42100-321	FIRE CALLS		\$877.36		2/10 fire calls
E 101-42100-322	FIRE FALSE ALARMS		\$438.68		2/10 fire calls
<b>Total CITY OF FALCON HEIGHTS</b>			<b>\$1,316.04</b>		
Paid Chk#	020102	3/9/2010	<b>CITY OF ROSEVILLE</b>		
E 101-41200-391	TELEPHONE/PAGERS		\$95.40		3/10 phone services
E 101-41200-306	CONSULTING FEES		\$453.33		3/10 IT services
<b>Total CITY OF ROSEVILLE</b>			<b>\$548.73</b>		
Paid Chk#	020103	3/9/2010	<b>CITY OF ST ANTHONY</b>		
E 101-42100-319	POLICE CONTRACT		\$48,216.25		3/10 police contract
<b>Total CITY OF ST ANTHONY</b>			<b>\$48,216.25</b>		
Paid Chk#	020104	3/9/2010	<b>CROIX OIL</b>		
E 601-49000-212	MOTOR FUELS		\$31.24		2/10 Motor Fuels
E 101-43000-212	MOTOR FUELS		\$145.76		2/10 Motor Fuels
E 602-49100-212	MOTOR FUELS		\$31.24		2/10 Motor Fuels
<b>Total CROIX OIL</b>			<b>\$208.24</b>		
Paid Chk#	020105	3/9/2010	<b>GLENWOOD INGLEWOOD</b>		
E 101-41200-208	WATER DELIVERY		\$40.85		2/10 Water and Cooler Rental
<b>Total GLENWOOD INGLEWOOD</b>			<b>\$40.85</b>		
Paid Chk#	020106	3/9/2010	<b>INTEGRA</b>		
E 101-41200-391	TELEPHONE/PAGERS		\$44.76		1/10 Fax Line
<b>Total INTEGRA</b>			<b>\$44.76</b>		
Paid Chk#	020107	3/9/2010	<b>KENNEDY &amp; GRAVEN</b>		

**CITY OF LAUDERDALE**  
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MARCH 2010

			Check Amt	Invoice	Comment
E 101-41500-305	LEGAL FEES - CIVIL		\$80.00		1/10 civil legal services
	<b>Total KENNEDY &amp; GRAVEN</b>		<b>\$80.00</b>		
<hr/>					
Paid Chk# 020108	3/9/2010	LILLIE SUBURBAN NEWS			
E 101-41200-352	PUBLIC INFO NOTICES		\$96.00		2/10 public notice - summary budget
E 101-41100-352	PUBLIC INFO NOTICES		\$88.00		2/10 public notice - ord 10-01
E 101-41100-352	PUBLIC INFO NOTICES		\$28.00		2/10 public notice - floodplain
	<b>Total LILLIE SUBURBAN NEWS</b>		<b>\$212.00</b>		
<hr/>					
Paid Chk# 020109	3/9/2010	MAMA			
E 101-41200-308	TRAINING\CONFERENCES		\$20.00		HB Luncheon Meeting
	<b>Total MAMA</b>		<b>\$20.00</b>		
<hr/>					
Paid Chk# 020110	3/9/2010	MET-COUNCIL ENVIRONMENTAL SER.			
E 601-49000-387	WATER TREATMENT SERVICE		\$11,050.86		4/10 wastewater treatment
	<b>otal MET-COUNCIL ENVIRONMENTAL SER.</b>		<b>\$11,050.86</b>		
<hr/>					
Paid Chk# 020111	3/9/2010	MINNESOTA CONWAY			
E 101-43000-327	OTHER SERV- SEWER/NPDES I		\$90.10		2010 fire extinguisher inspection
	<b>Total MINNESOTA CONWAY</b>		<b>\$90.10</b>		
<hr/>					
Paid Chk# 020112	3/9/2010	MINNESOTA PLAYGROUND, INC.			
E 404-48404-525	PLAYGROUND (CDBG)		\$1,500.00		Playground site-plan
	<b>Total MINNESOTA PLAYGROUND, INC.</b>		<b>\$1,500.00</b>		
<hr/>					
Paid Chk# 020113	3/9/2010	ONE CALL CONCEPTS			
E 101-43400-386	GOPHER STATE ONE CALL		\$10.15		2/10 locate tickets
	<b>Total ONE CALL CONCEPTS</b>		<b>\$10.15</b>		
<hr/>					
Paid Chk# 020114	3/9/2010	RAMSEY COUNTY, PROP REC & REV			
E 101-41200-355	MISC PRINTING/PROCESS SER		\$25.00		3/10 insurance benefits
G 101-21706	HEALTH INSURANCE		\$401.77		3/10 insurance benefits
E 101-42100-442	MISC		\$618.45		2/10 911 dispatch calls
	<b>Total RAMSEY COUNTY, PROP REC &amp; REV</b>		<b>\$1,045.22</b>		
<hr/>					
Paid Chk# 020115	3/9/2010	SCHWAAB, INC			
E 101-41200-201	GENERAL SUPPLIES		\$58.22		notary stamp & log for Jim
	<b>Total SCHWAAB, INC</b>		<b>\$58.22</b>		
<hr/>					
Paid Chk# 020116	3/9/2010	SUBURBAN ACE HARDWARE			
E 101-43000-228	MISC REPAIRS MAINT SUPPLIE		\$8.54		2/10 cleaner
	<b>Total SUBURBAN ACE HARDWARE</b>		<b>\$8.54</b>		
<hr/>					
Paid Chk# 020117	3/9/2010	TRUCK UTILITIES			
E 101-43000-313	SNOW & ICE REMOVAL		\$156.04		plow blade and bolts
	<b>Total TRUCK UTILITIES</b>		<b>\$156.04</b>		
<hr/>					
Paid Chk# 020118	3/9/2010	US BANK, DEBT SERVICES			
E 303-47300-621	FILE MAINTENANCE CHARGES		\$431.25		2002A bond management contract



**CITY OF LAUDERDALE**  
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MARCH 2010

	Check Amt	Invoice	Comment
E 304-47400-621 FILE MAINTENANCE CHARGES	\$431.25		2003A bond management contract
<b>Total US BANK, DEBT SERVICES</b>	<b>\$862.50</b>		
<b>10100 NORTH STAR CHECKING</b>	<b>\$74,695.84</b>		

Fund Summary

	10100 NORTH STAR CHECKING
101 GENERAL	\$59,343.62
303 '02 ST/UTIL IMP DEBT SERVICE	\$431.25
304 '03 ST/UTIL IMP DEBT SERVICE	\$431.25
404 PARK IMPROVEMENT	\$1,500.00
601 SEWER UTILITIES	\$12,020.29
602 STORM SEWER ENTERPRISE FUND	\$969.43
	<b>\$74,695.84</b>

# LAUDERDALE COUNCIL ACTION FORM

TYPE OF REQUEST	
Consent	<input checked="" type="checkbox"/>
Action	<input type="checkbox"/>
Resolution	<input type="checkbox"/>
Information	<input type="checkbox"/>
Work session	<input type="checkbox"/>

MEETING DATE <u>March 9, 2010</u>
AGENDA NUMBER <u>5A</u>
DESCRIPTION <u>2010 Rental/Business Licenses</u>

BACKGROUND OR PAST COUNCIL ACTION
Attached is a list of business owners that successfully completed the licensing renewal process for a 2010 license.

OPTIONS

STAFF RECOMMENDATION
Approve licenses for 2010.

COUNCIL ACTION

MOTION BY \_\_\_\_\_

SECOND \_\_\_\_\_

STAFF ACTION

# **LAUDERDALE COUNCIL ACTION FORM**

**Rental Properties successfully completed the application process**

**Mechanical Businesses successfully completed the application process**

- ❖ Independent Mechanical Corporation

**Tree Service Businesses successfully completed the application process**

- ❖ Branch and Bough Tree Service
- ❖ Precision Landscaping and Tree, Inc. dba Precision Tree
- ❖ A-1 Walsh, Inc.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date March 9, 2010

ITEM NUMBER 9A & B Floodplain Ordinance

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

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

The City Council has not received any comments on the draft floodplain ordinance since the last meeting. As the DNR and city attorney have reviewed and approve of the ordinance, it is ready for adoption.

The Council may also consider resolution 030910A allowing for the ordinance to be published by title and summary to save on publishing costs.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to adopt ordinance 10-02 adding new section 10-16 to the Code of Ordinances regarding floodplain regulations.

Motion to adopt resolution 030910A - A Resolution Authorizing Publication of Ordinance No. 10-02 by Title and Summary.

**COUNCIL ACTION:**

CITY OF LAUDERDALE

ORDINANCE NO. 10-02

An Ordinance Adding Chapter 10-16 to the Code of Ordinances Regarding Floodplain Regulations.

The city council of the city of Lauderdale ordains as follows:

SECTION I. The Lauderdale City Code is amended by adding new Chapter 10-16 which shall read as follows:

FLOODPLAIN REGULATIONS

SECTION:

- 10-16-1 Definitions
- 10-16-2 Statutory Authorization
- 10-16-3 Statement of Purpose
- 10-16-4 Warning and Disclaimer of Liability
- 10-16-5 Permit Requirements
- 10-16-6 Permit Application
- 10-16-7 Duties of the Building Official
- 10-16-8 Review of the Permit Application
- 10-16-9 Subdivisions
- 10-16-10 Water Supply System
- 10-16-11 Sanitary Sewage and Water Disposal Systems
- 10-16-12 Penalty
- 10-16-13 Abrogation and Greater Restriction
- 10-16-14 Separability

**10-16-1 DEFINITIONS:**

*Development* means any man-made change to real estate, including but not limited to construction or reconstruction of buildings, installing manufactured homes or travel trailers, installing utilities, construction of roads or bridges, erection of levees, walls, or fences, drilling, mining, filling, dredging, and storage of materials.

*Flood* means a general and temporary condition of partial or complete inundation of normally dry land areas from overflow of inland or tidal waves, or the unusual and rapid accumulation or runoff of surface waters from any source.

*Floodplain or Flood Prone Area* means any land area susceptible to being inundated by water from any source (see Flood).

*Flood-proofing* means any combination of structural and non-structural additions, changes or adjustments to structures which reduce or eliminate flood damage to real estate or improved real property, water and sanitary facilities, structures and their contents.

*Manufactured Home* means a structure, transportable in one or more sections, which is built on a permanent chassis and is designated for use with or without a permanent foundation when attached to the required utilities.

*New Construction* means, for the purposes of determining insurance rates, structures for which the "start of construction" commenced on or after the effective date of an initial FIRM or after December 31, 1974, whichever is later, and includes any subsequent improvements to such structures. For floodplain management purposes, new construction means structures for which the start of construction commenced on or after the effective date of a floodplain management regulation adopted by the City and includes any subsequent improvements to such structures.

*Special Flood Hazard Area* means the land in the floodplain within the City subject to a one percent (1%) or greater chance of flooding in any given year. The area may be designated as Zone A on the FHBM. After detailed ratemaking has been completed in preparation for publication of the flood insurance rate map, Zone A usually is refined into Zones A, AO, AH, A1-30, AE, A99, AR, AR/A1-30, AR/AE, AR/AO, AR/AH, AR/A, VO, or V1-30, VE, or V. For purposes of this ordinance, the term "special flood hazard area" is synonymous in meaning with the phrase "area of special flood hazard."

*Structure* for floodplain management purposes, a walled and roofed building, including gas or liquid storage tanks, that is principally above ground. The term includes recreational vehicles and travel trailers on site for more than 180 days.

*Substantial Improvement* means any repair, reconstruction or improvement of a structure, the cost of which equals or exceeds fifty percent (50%) of the market value of the structure either, (a) before the improvement or repair is started, or (b) if the structure has been damaged, and is being restored, before the damage occurred. For the purposes of this definition "substantial improvement" is considered to occur when the first alteration of any wall, ceiling, floor, or other structural part of the building commences, whether or not that alteration affects the external dimensions of the structure regardless of the actual work performed. The term does not, however, include either (1) any project for improvement of a structure to comply with existing state or local health, sanitary, or safety code specifications which are solely necessary to assure safe living conditions or (2) any alteration of a "historic structure", provided that the alteration will not preclude the structure's continued designation as a historic structure.

**10-16-2 STATUTORY AUTHORIZATION:** The legislature of the State has, in Minnesota Statutes, Chapter 462, delegated the responsibility to local government units to adopt regulations designed to minimize flood losses.

**10-16-3 STATEMENT OF PURPOSE:**

A. The City of Lauderdale wishes to establish eligibility in the National Flood Insurance Program and in order to do so must meet the requirements of 44 CFR Part 60.3(a).

B. The City of Lauderdale wishes to minimize potential losses due to periodic flooding including loss of life, loss of property, health and safety hazards, disruption of commerce and governmental services, extraordinary public expenditures for flood protection and relief, and impairment of the tax base, all of which adversely affect the public health, safety and general welfare.

**10-16-4 WARNING AND DISCLAIMER OF LIABILITY:** This ordinance does not imply that areas will be free from flooding or flood damages. This ordinance shall not create liability on the part of the City or any officer or employee thereof for any flood damages which result from reliance on this ordinance or any administrative decision lawfully made thereunder.

**10-16-5 PERMIT REQUIREMENTS:**

A. No person shall erect, construct, enlarge, alter, repair, improve, move, or demolish any building or structure without first obtaining a separate permit for each building or structure from the Building Official.

B. No man-made change to improved or unimproved real estate, including but not limited to buildings or other structures, fences, mining, dredging, filling, grading, paving, excavation or drilling operations, shall be commenced until a separate permit has been obtained from the Building Official for each change.

C. No manufactured home shall be placed on improved or unimproved real estate without first obtaining a separate permit for each mobile home from the Building Official.

**10-16-6 PERMIT APPLICATION:** To obtain a permit, the applicant shall first file a permit application on a form furnished for that purpose along with such fee as the city council may establish from time to time. The form must be completed and submitted to the Building Official before the issuance of a permit will be considered.

**10-16-7 DUTIES OF THE BUILDING OFFICIAL:**

- A. The Building Official is appointed as the person responsible for receiving applications and examining the plans and specifications for the proposed construction or development.
- B. After reviewing the application, the Building Official may require any additional measures which are necessary to meet the minimum requirements of this ordinance.
- C. The Building Official shall review proposed development to assure that all necessary permits have been received from those governmental agencies from which approval is required by Federal or State law, including Section 404 of the Federal Water Pollution Control Act Amendments of 1972, 33 U.S.C. 1334.

**10-16-8 REVIEW OF THE PERMIT APPLICATION:** The Building Official shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding. If a proposed building site is in a flood prone area, all new construction and substantial improvements (including the placement of manufactured homes) shall be:

- A. Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy,
- B. Constructed with materials and utility equipment resistant to flood damage,
- C. Constructed by methods and practices that minimize flood damage, and
- D. Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding.

**10-16-9 SUBDIVISIONS:** The Building Official shall review subdivision proposals and other proposed new development to determine whether such proposals will be reasonably safe from flooding. If a subdivision proposal or other proposed new development is in a flood prone area, any such proposal shall be reviewed to assure that:

- A. All such proposals are consistent with the need to minimize flood damage within the flood prone area,
- B. All public utilities and facilities, such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage, and



C. Adequate drainage is provided to reduce exposure of flood hazard.

**10-16-10 WATER SUPPLY SYSTEM:** St. Paul Regional Water Service shall require within flood prone areas, new and replacement water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems.

**10-16-11 SANITARY SEWAGE AND WATER DISPOSAL SYSTEMS:** The Building Official shall require within flood prone areas:

A. New and replacement sanitary sewage systems to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters, and

B. On-site waste disposal systems to be located to avoid impairment to them or contamination from them during flooding.

**10-16-12 PENALTY:** Any person, firm, or corporation who violates any provision of this code for which another penalty is not specifically provided, shall, upon conviction, be guilty of a misdemeanor under Minnesota Statute section 609.03, as it may be amended from time to time by the Minnesota Legislature. A separate offense shall be deemed committed upon each day during or on which a violation occurs or continues.

**10-16-13 ABROGATION AND GREATER RESTRICTION:**

A. This ordinance is not intended to repeal, abrogate, or impair any existing easements, covenants or deed restriction.

B. Where this Ordinance and other ordinances conflict or overlap, whichever imposes the more stringent restrictions shall prevail.

**10-16-14 SEPARABILITY:** The provisions and sections of this ordinance shall be deemed separable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

SECTION II. This ordinance shall be effective upon its adoption and publication.

Adopted by the City Council of the City of Lauderdale this 9<sup>th</sup> day of March, 2010.

---

Jeffrey Dains, Mayor

ATTEST:

---

Heather Butkowski, City Administrator

Published in the Roseville Review this 16<sup>th</sup> day of March, 2010.

**RESOLUTION NO. 030910A**

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

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE  
NO. 10-02 BY TITLE AND SUMMARY**

**WHEREAS**, the city council of the city of Lauderdale has adopted Ordinance No. 10-02 Adding New Section 10-16 to the Code of Ordinances Regarding Floodplain Regulations; and

**WHEREAS**, Ordinance No. 10-02 is approximately 6 pages in length; and

**WHEREAS**, Minnesota Statutes Section 412.191, subdivision 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

**WHEREAS**, the city council believes that the following summary would clearly inform the public of the intent and the effect of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the city council of the city of Lauderdale that the city administrator shall cause the following summary of Ordinance No. 10-02 of the city code to be published in the official newspaper in lieu of the entire Ordinance.

**PUBLIC NOTICE**

The city council of the city of Lauderdale has adopted Ordinance No. 10-02, Adding New Section 10-6 to the Code of Ordinances Regarding Floodplain Regulations. Minnesota Statute, Chapter 462, delegates to local government units the responsibility to adopt regulations designed to minimize flood losses. The ordinance requires a review and permit process for any new or altered structures and changes to improved or unimproved real estate. The building official is responsible for issuing the permits and making sure they meet the minimum requirements of the floodplain ordinance. The ordinance also allows the city to remain an eligible member of the National Flood Insurance Program. The ordinance sets forth penalties that

may be imposed in order to enforce the ordinance requirements.

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

**BE IT FURTHER RESOLVED**, by the city council of the city of Lauderdale that the city administrator keeps a copy of the ordinance at city hall for public inspection.

Dated this 9<sup>th</sup> day of March, 2010.

APPROVED:

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

ATTEST:

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

(Roseville Review: March 16, 2010)

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

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

Meeting Date March 9, 2010

ITEM NUMBER 9C - Broadband Technology

STAFF INITIAL AB

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

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Since the last meeting, it has become apparent that trying to submit one application for all public entities in the County is both daunting and difficult since everyone has such different needs. Ramsey County / St. Paul's private partner is planning to submit a grant for a fiber network that will largely be within St. Paul and the city councils of Metro-INET cities are being asked to support the American Fiber Systems (AFS) proposal.

If funded, AFS (the grant applicant) would construct a 100 mile fiber optic ring throughout the northeast metro area to serve business and public safety institutions (map attached). As grant supporters, Lauderdale would be able to use the AFS Fiber network to interconnect with the other Metro-INET cities, as we do now on the Comcast fiber network. The applications being submitted by Metro-INET's partner and St. Paul's partner would interconnect to create the county wide network that everyone would like to see.

The goal is to support everyone in the hope that someone's application will be successful (might be a long shot), so the resolution also allows the city administrator to submit letters of support to other public entities applying for the grant.

If the AFS grant is successful, the cost to Metro-INET cities will be \$49,000 per year for 30 years. Under the current formula used for sharing IT support costs, Lauderdale would pay about \$500/year. If the cost was divided by the number of buildings connected, Lauderdale would pay approximately \$1,400/year. These fees are cheaper than leasing lines at market rate.

### OPTIONS:

The option to or not to support the resolution.

### STAFF RECOMMENDATION:

Motion 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 north east Twin Cities metropolitan area.

### COUNCIL ACTION:

**RESOLUTION NO. 030910B**

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

**RESOLUTION SUPPORTING BROADBAND TECHNOLOGY OPPORTUNITY PROGRAM (BTOP) GRANT APPLICATIONS FOR THE DEVELOPMENT OF A COMPREHENSIVE COMMUNITY NETWORK TO BENEFIT PUBLIC INSTITUTIONS IN THE NORTH EAST TWIN CITIES METROPOLITAN AREA.**

WHEREAS, the National Telecommunications and Information Administration (NTIA) agency has grants available for the deployment of broadband infrastructure; and

WHEREAS, the NTIA will award infrastructure grants focusing on middle mile broadband networks to benefit key community institutions including public safety; and

WHEREAS, the NTIA encourages the development of public/private partnerships in the application for these grants; and

WHEREAS, American Fiber Systems (AFS) seeks public support of their application to receive funding for deploying broadband infrastructure in the north east Twin Cities Metropolitan Area; and

WHEREAS, AFS will dedicate a portion of the infrastructure as a Community Fiber Network to benefit public institutions within the AFS service area as presented in the letter of intent; and

WHEREAS, additional applications for BTOP grants are being submitted by other agencies and private partners within the north east metropolitan area; and

WHEREAS, supporting these efforts will encourage sustainable adoption of broadband service and to spur job creation and stimulate long-term economic growth and opportunity in the region.

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

The Lauderdale City Council adopts this resolution supporting the grant application by American Fiber Systems for the development of a comprehensive community network to benefit public institutions in the north east Twin Cities metropolitan area; and BE IT FURTHER

Resolved that the Lauderdale City Council authorizes the City Administrator to collaborate with other public entities participating in this grant application and to provide letters of support to other communities and agencies in Minnesota who are developing applications for funding to the NTIA or to the Rural Unification Services (RUS) for broadband projects to address unique needs of their communities.

STATE OF MINNESOTA   )  
                                      ) SS  
COUNTY OF RAMSEY    )

I, Heather Butkowski, being duly qualified and City Administrator for the City of Lauderdale, Ramsey County, Minnesota, do hereby certify that the attached and foregoing is a true and correct copy of a Resolution duly adopted by the City Council of the City of Lauderdale on the 9<sup>th</sup> day of March, 2010, as the same appears in the minutes of said meeting on file and of record in City Offices.

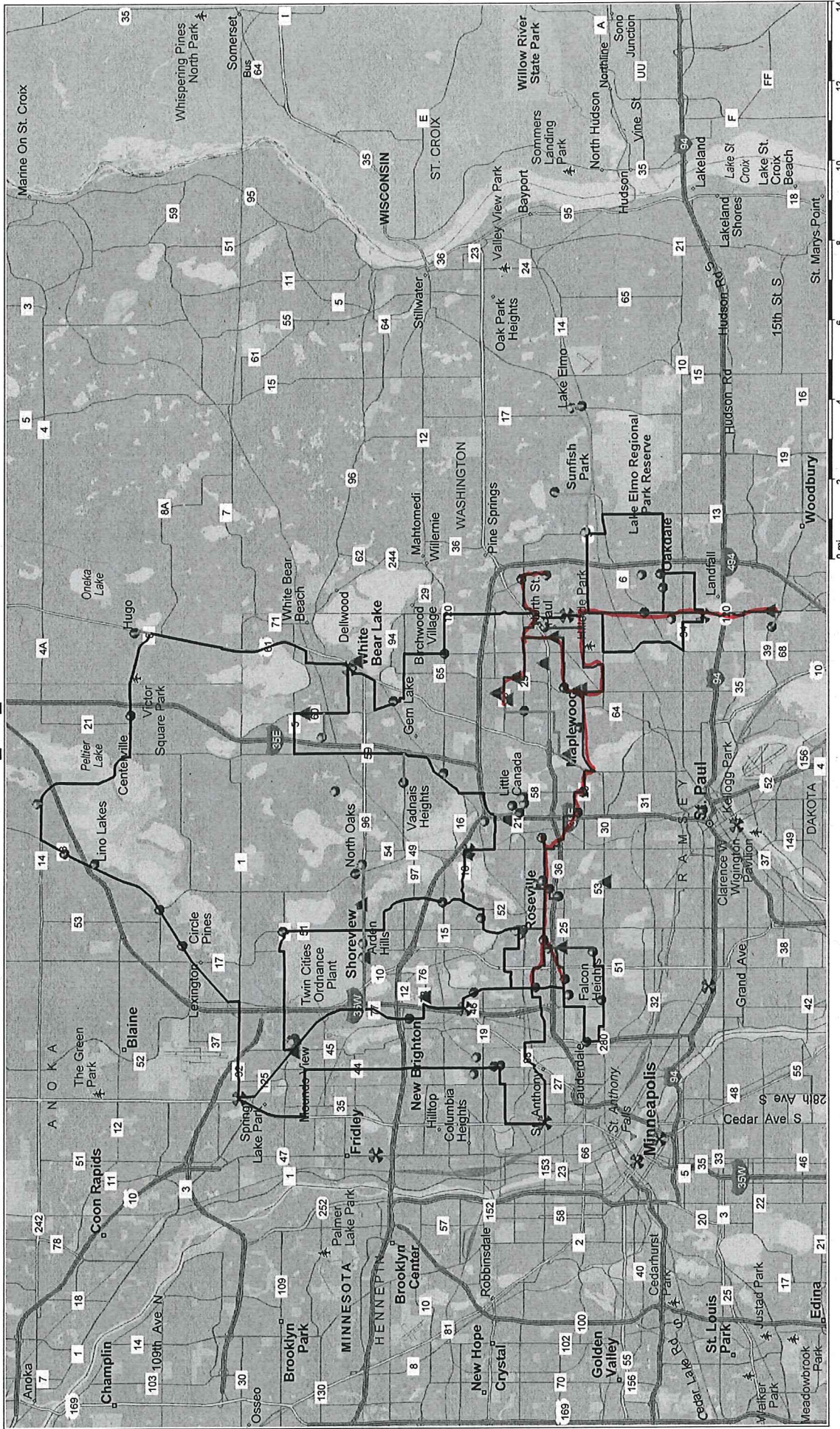
**ADOPTED** by the City Council of Lauderdale this 9<sup>th</sup> day of March, 2010.

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

ATTEST:

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

03032010\_AFS\_METROINET



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*- Existing Fiber of Metro Inet City*  
*- Proposed Route*



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date March 9, 2010

ITEM NUMBER 9D - Donnelly Development

STAFF INITIAL DB

APPROVED BY ADMINISTRATOR

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

Donnelly Development has submitted the follow CDBG grant application to Ramsey County. The County won't consider it unless the City Council supports the project. If the Council supports the project and would like Donnelly Development to be eligible for funding, please adopt the attached resolution.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion 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.

**COUNCIL ACTION:**

RESOLUTION 030910C

CITY OF LAUDERDALE  
COUNTY OF RAMSEY  
STATE OF MINNESOTA

A RESOLUTION SUPPORTING AN APPLICATION FOR  
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS  
TO ASSIST WITH THE REDEVELOPMENT OF 1631 AND 1633 EUSTIS STREET

WHEREAS, CorVal Group, a long-time Lauderdale business, purchased a larger site to meet their business needs; and

WHEREAS, the loss of CorVal Group leads to the loss of Lauderdale jobs and threatens its tax base; and

WHEREAS, it is in the interest of the City Council, on behalf of Lauderdale's residents, to support the redevelopment of the site to retain and create jobs and generate businesses that will improve the quality of life in the City of Lauderdale; and

WHEREAS, Donnelly Development is requesting \$300,000.00 in CDBG funds for site preparation, the first step to redevelopment of 1631 and 1633 Eustis Street.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Lauderdale supports Donnelly Developments application for CDBG funds.

Adopted by the City Council of the City of Lauderdale, Minnesota this 9<sup>th</sup> day of March, 2010.

(ATTEST)

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

(SEAL)

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



Attn: Denise Beigbeder/Mary Lou Egan

Ramsey County  
250 Court House  
50 West Kellogg Boulevard  
St Paul, MN 55102

Re: 1631 & 1633 Eustis Property

Dear Mary Lou and Denise

Thank you for meeting with Heather, from the City of Lauderdale, along with myself on 1/21/2010 regarding the redevelopment of the currently held CorVal Group's Property located at 1631 & 1633 Eustis St., Lauderdale, MN. As I indicated in our meeting we are representing the property ownership in redevelopment of this property. This may be done wherein they retain ownership, they release ownership entirely or a new partnership is created wherein they retain partial ownership.

Attached you will find an application requesting \$300,000.00 of funding from Ramsey County in order to assist in the financial challenge of a project such as this. The funds we are requesting are based on a budget set by Jeff Kemp of the CorVal Group as they are a general contracting firm. The proposed use for the funds are to clear the site(s) and prepare them for the redevelopment. Once the sites have been prepared we would then use other funds for the actual redevelopment expenses.

We continue to get interest in the project from various groups and have developed several site plans which I have attached to the application. As soon as we get a commitment from a specific Group we will be able to lock down and finalize a site plan yet at this point I can only send the various concepts we have considered so far. I hope this is acceptable to you.

If you have any questions please contact me at 952-548-1425.

Thanks You

A handwritten signature in cursive script that reads 'Larry D. Grell'.

Larry D. Grell



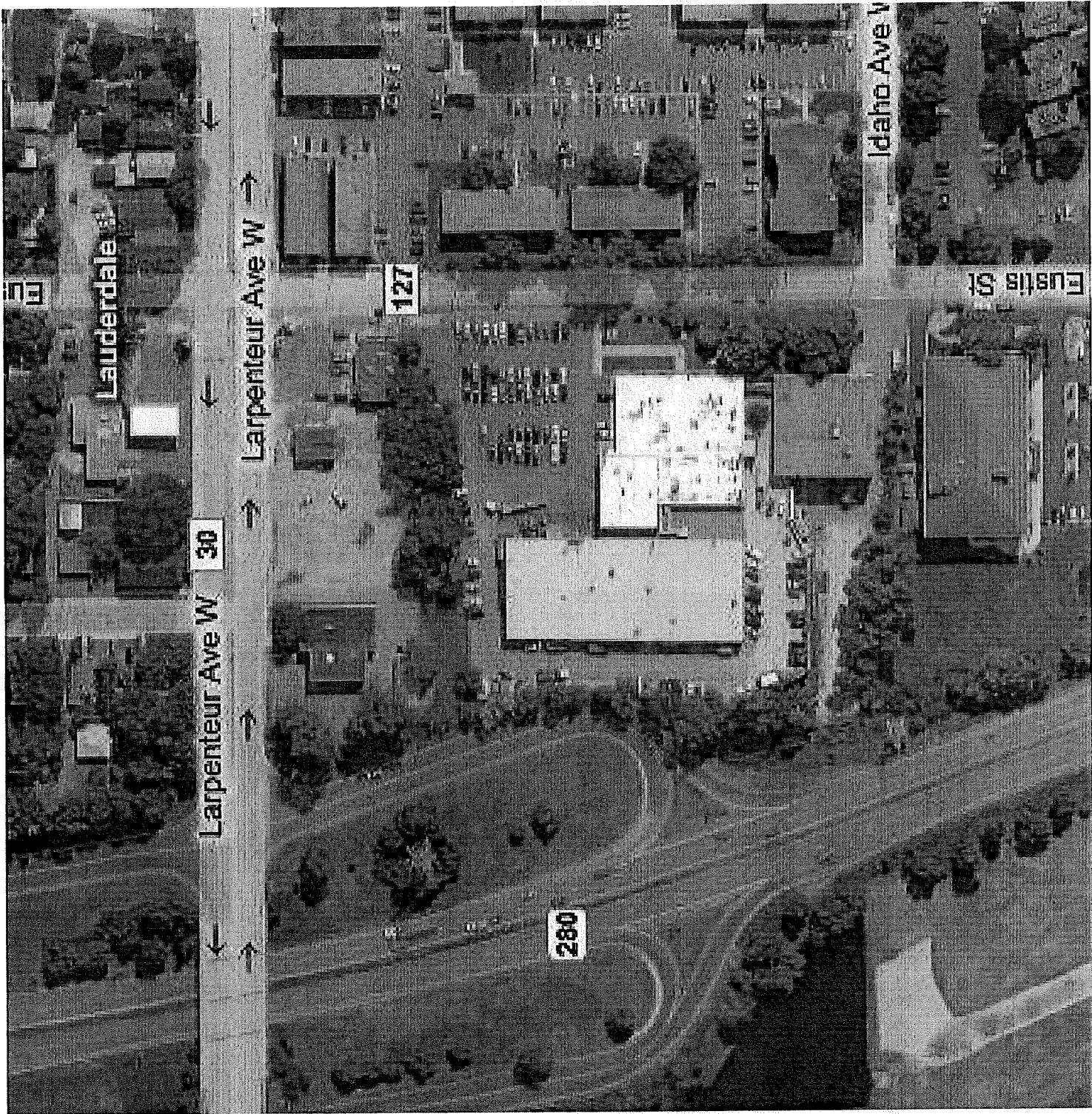
## **1631 & 1633 Eustis Re-Development**

Attached to this application you will find several concepts of how this site could be redeveloped. In these concepts you will find uses such as :

- Grocer
- Pharmacy
- Medical
- Housing-Rental
- Small Retail
- School

Wherein this property is currently being used more in an industrial and commercial bases we are anticipating that the redevelopment will be more directly providing the Lauderdale and surrounding area with many more needed services as listed above. The Lauderdale area consists of low and moderate income households who will be the greatest benefactor of this redevelopment. The Lauderdale community consists of 503 Single-family owner-occupied homes with 1999 median household incomes of \$39,063.00. ( Attached is the U.S Census Bureau for the City of Lauderdale, MN. )

On the attached site concepts the uses are those that perspective tenants have shown interest in. In the tough real estate market that exists the only way to redevelop this site is to identify real users that will make a commitment to this location. Each of these users will only move forward if they believe that they will profit from this location. To us this is the surest way to prove that we are developing with the current economic conditions taken into consideration. We may be developing with some speculative space included in the design yet the majority of the space will be accounted for before the redevelopment moves forward.



Lauderdale St

30

Larpenteur Ave W

Larpenteur Ave W

127

Idaho Ave N

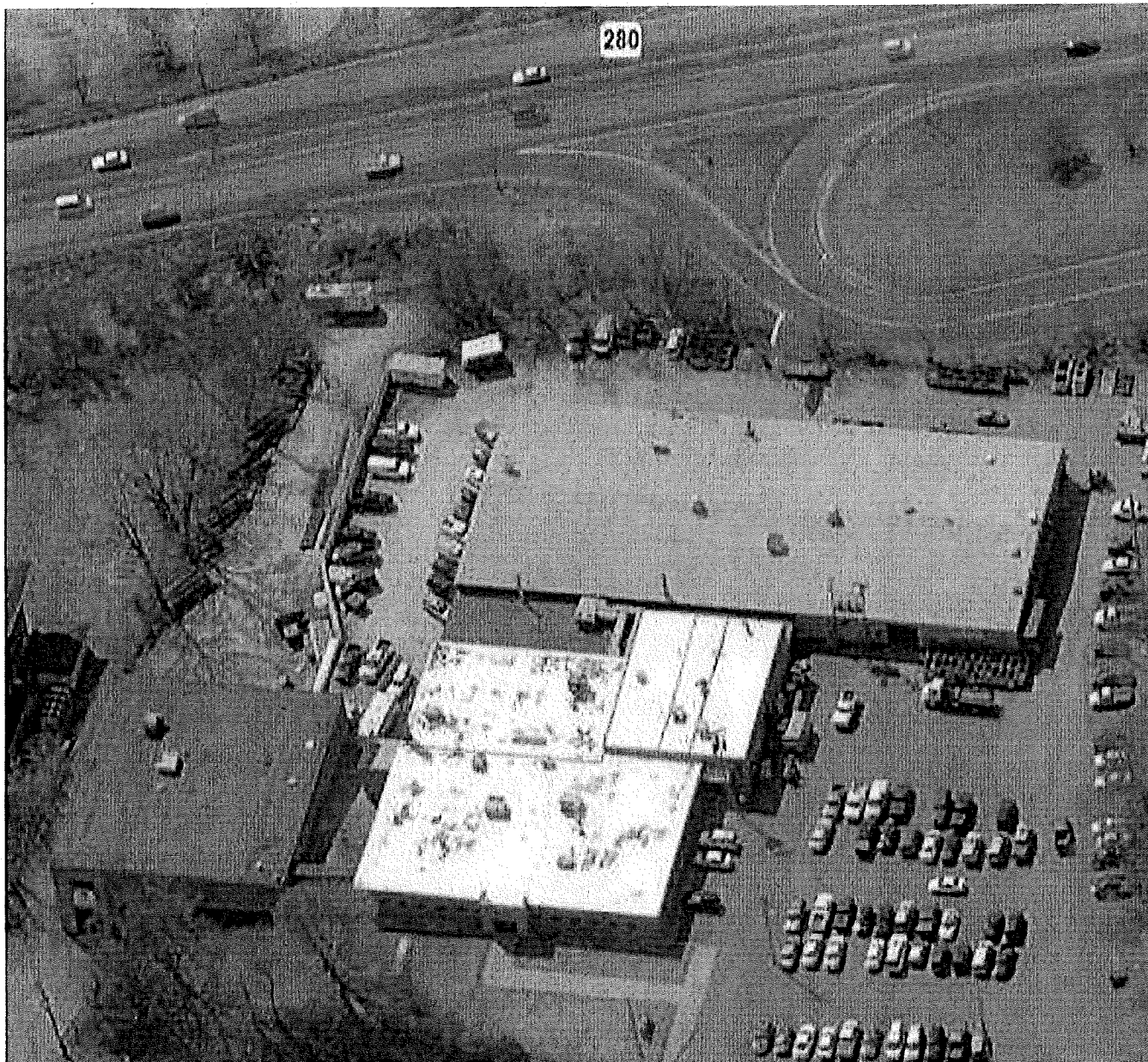
Eustis St

280

# For Sale

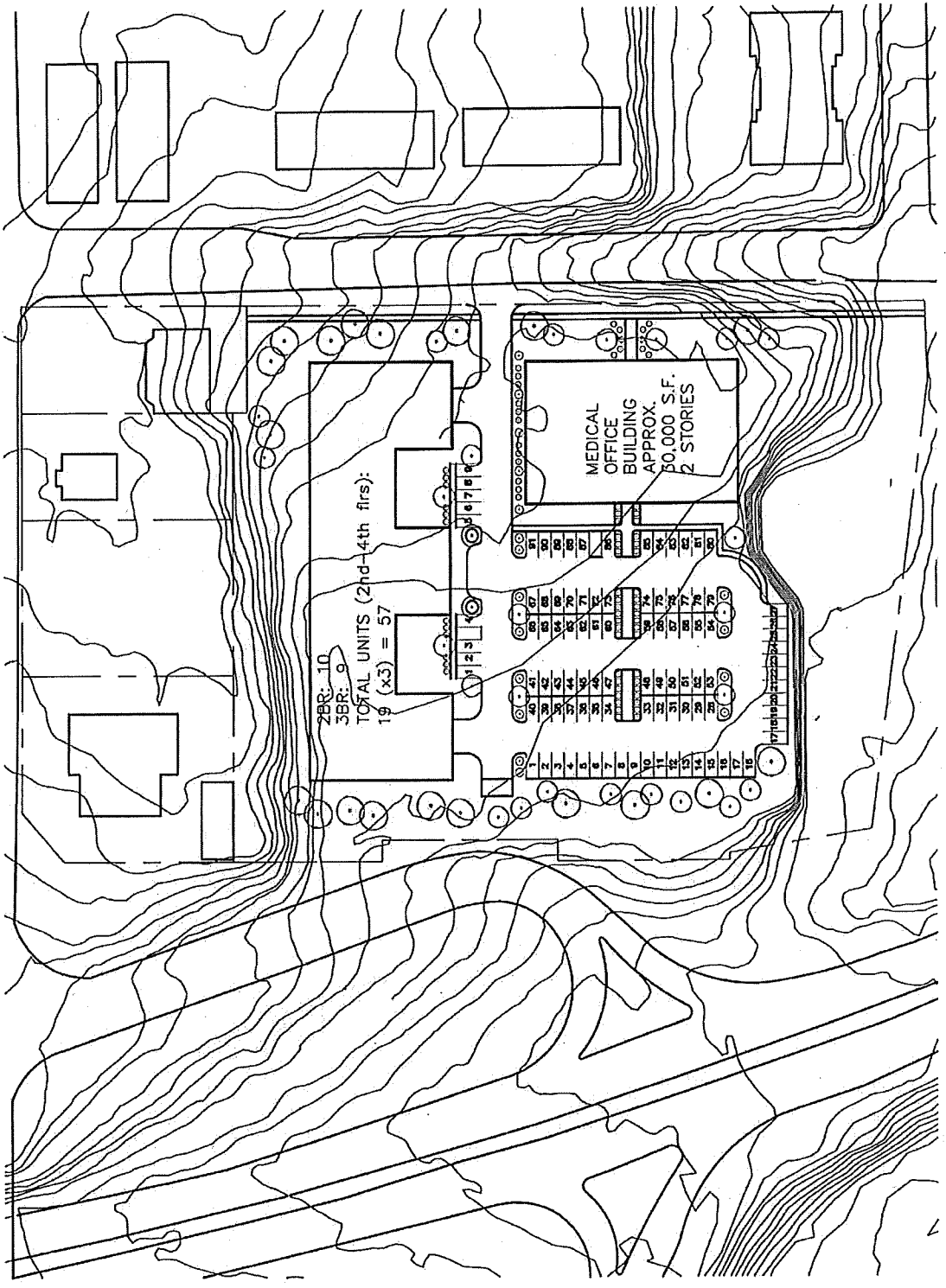
1633 Eustis St  
St. Paul, MN 55108

## Aerials, Photos, and Maps



For More information: Jeff Brown  
(952) 548-1422  
jbrown@donnellydevelopment.net

Mike Zirbes  
(952) 548-1423  
mzirbes@donnellydevelopment.net

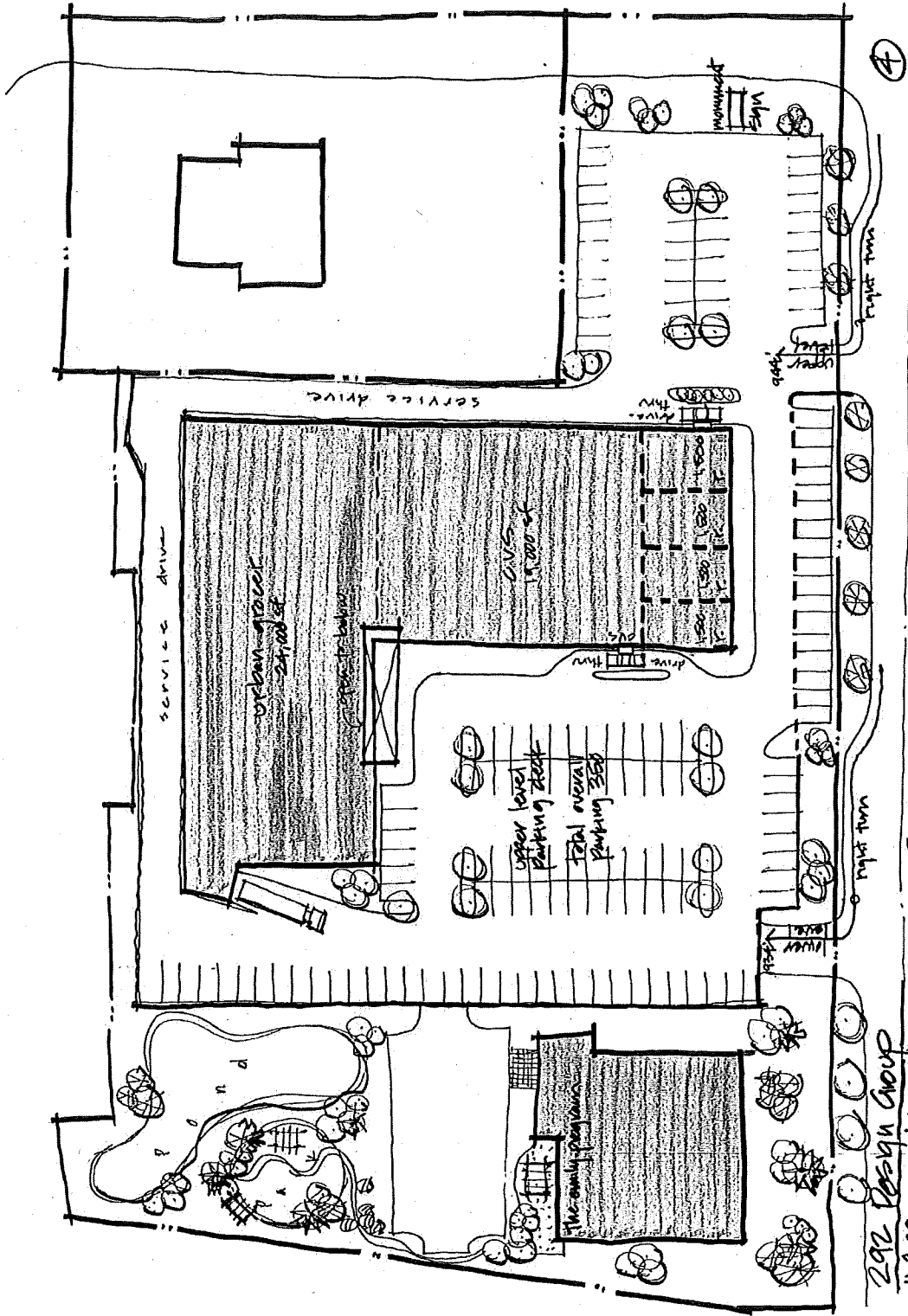


koos  
 wilson  
 architects

Eustis Street & Larpenteur Avenue N, Lauderdale, Minnesota

Scale: 1' = 800'

2/2/2010

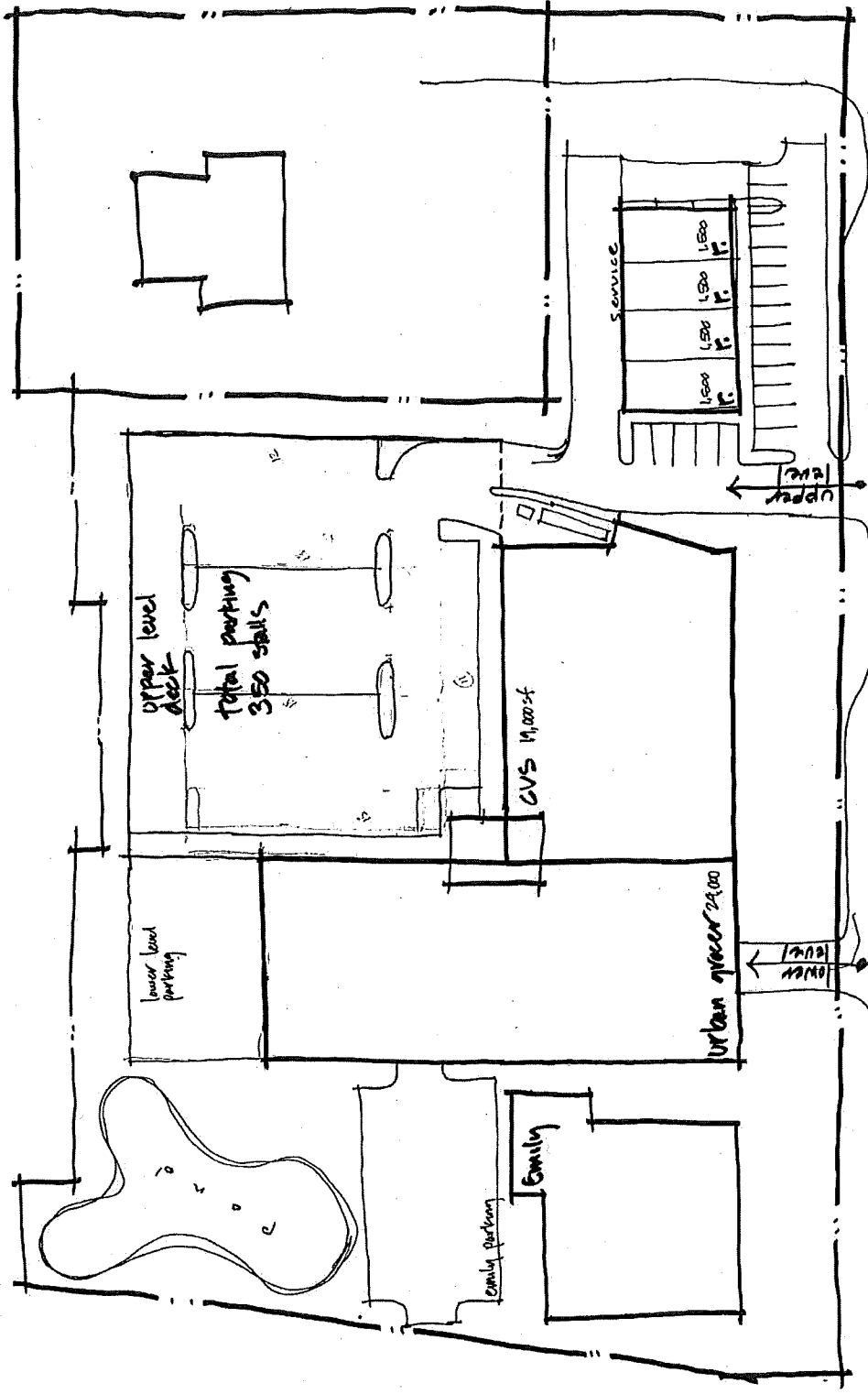


292 Resign Group  
11.8.09  
T. GUSTIS

GUSTIS

4





292 Design Group  
 11.5.09 Tibetti

2



**U.S. Census Bureau**  
**American FactFinder**

FACT SHEET

**Lauderdale city, Minnesota**

View a Fact Sheet for a race, ethnic, or ancestry group

Census 2000 Demographic Profile Highlights:

General Characteristics - show more >>	Number	Percent	U.S.		
Total population	2,364			map	brief
Male	1,143	48.4	49.1%	map	brief
Female	1,221	51.6	50.9%	map	brief
Median age (years)	31.6	(X)	35.3	map	brief
Under 5 years	132	5.6	6.8%	map	
18 years and over	1,965	83.1	74.3%		
65 years and over	205	8.7	12.4%	map	brief
One race	2,298	97.2	97.6%		
White	1,857	78.6	75.1%	map	brief
Black or African American	116	4.9	12.3%	map	brief
American Indian and Alaska Native	11	0.5	0.9%	map	brief
Asian	305	12.9	3.6%	map	brief
Native Hawaiian and Other Pacific Islander	0	0.0	0.1%	map	brief
Some other race	9	0.4	5.5%	map	
Two or more races	66	2.8	2.4%	map	brief
Hispanic or Latino (of any race)	61	2.6	12.5%	map	brief
Household population	2,364	100.0	97.2%	map	brief
Group quarters population	0	0.0	2.8%	map	
Average household size	2.06	(X)	2.59	map	brief
Average family size	2.81	(X)	3.14	map	
Total housing units	1,169			map	
Occupied housing units	1,150	98.4	91.0%		brief
Owner-occupied housing units	579	50.3	66.2%	map	
Renter-occupied housing units	571	49.7	33.8%	map	brief
Vacant housing units	19	1.6	9.0%	map	
Social Characteristics - show more >>	Number	Percent	U.S.		
Population 25 years and over	1,600				
High school graduate or higher	1,537	96.1	80.4%	map	brief
Bachelor's degree or higher	910	56.9	24.4%	map	
Civilian veterans (civilian population 18 years and over)	150	7.6	12.7%	map	brief
Disability status (population 5 years and over)	214	9.6	19.3%	map	brief
Foreign born	445	18.8	11.1%	map	brief
Male, Now married, except separated (population 15 years and over)	474	47.8	56.7%		brief
Female, Now married, except separated (population 15 years and over)	461	45.3	52.1%		brief
Speak a language other than English at home (population 5 years and over)	456	20.5	17.9%	map	brief
Economic Characteristics - show more >>	Number	Percent	U.S.		
In labor force (population 16 years and over)	1,512	75.8	63.9%		brief
Mean travel time to work in minutes (workers 16 years and over)	18.5	(X)	25.5	map	brief
Median household income in 1999 (dollars)	39,063	(X)	41,994	map	
Median family income in 1999 (dollars)	52,813	(X)	50,046	map	
Per capita income in 1999 (dollars)	23,293	(X)	21,587	map	
Families below poverty level	19	3.4	9.2%	map	brief
Individuals below poverty level	220	9.3	12.4%	map	
Housing Characteristics - show more >>	Number	Percent	U.S.		
Single-family owner-occupied homes	503				brief



Ramsey County Funding Request Application FY 2010  
 CDBG and HOME Applications Due March 5, 2010 for Funding After July 1, 2010

Applicant Information

Legal Name of Applicant LARRY D. GRELL  
 Email Address LGRELL@DONNELLYDEVELOPMENT.NET  
 Mailing Address 7700 FRANCE AVE S., SUITE # 525  
 City EDINA  
 State MN.  
 Zip 55435  
 Contact Person LARRY D GRELL  
 Title VICE PRESIDENT  
 Telephone 952-548-1425  
 Fax 952-548-1439  
 Federal Tax ID# \_\_\_\_\_ DUNS # \_\_\_\_\_

Project Type:  ERF  Multi-Family Rental Housing  Public Service  Other Community Development

Project Information

Project Name CORVAL REDEVELOPMENT  
 Project Location 1631 & 1633 EUSTIS ST., LAUDERDALE, MN  
 Ramsey County Funds Requested \$ 300,000.00  
 Total Project Cost \$ 15 - 20,000,000.00

Source/Status of Other Project Funds (Include all funds required to complete the project)

Source	Amount	Committed	Pending
PRIVATE & PUBLIC FUNDING			X

# LAUDERDALE COUNCIL ACTION FORM

### Action Requested

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

Meeting Date March 9, 2010

ITEM NUMBER 9E - Union Agreement

STAFF INITIAL AS

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

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

#### Initial Union Request:

In January, AFSCME, on behalf of the City's union employees, asked for two things in a new union agreement. The first related to the insurance cost increases. The union asked for \$50 more per month (\$600/year) to make up for the \$100 per month increase in 2010. Historically, the City has increased this amount by \$25/month at the start of each year.

The second request would allow employees that have insurance through a spouse or outside source to receive the full insurance benefit in a deferred compensation plan. The union reasoned that the City budgets for the full benefits package for each employee and each employee is entitled to the benefit. Since most employees purchase additional dental, life, and disability insurance ranging from \$50 - \$150/month, the union's deferred compensation plan increase would be approximately \$45 to \$240/month per employee. In 2009, the City contributed \$340/month to a deferred compensation plan if an employee did not purchase health insurance through the City.

The proposed contract was one year in length; the union employees did not ask for a salary increase.

#### City Response:

The City Council responded with a two-year offer that included many of the union's requests. The Council offered \$650/month for insurance in 2010 and \$700/month in 2011. Along with that the Council offered to increase the deferred compensation amount to \$450 for 2010 and 2011. The Council agreed to no pay increases.

#### Union Response:

The union employees said they would accept the City Council's offer with one change, that the deferred compensation for 2011 be increased to \$550/month.

#### For Discussion:

The Council can accept or reject the offer. If you would like to discuss further negotiation strategies, direct staff to plan for a closed session discussion at the next meeting. If the Council accepts the counter proposal, I will let the union and union employees know. The agreement language will then be cleaned up and brought to the Council for final approval.

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.

**Deleted:** For 2007, the City will contribute up to a maximum of five hundred fifty dollars (\$550) per month per employee for group health, dental, life, short-term and long-term disability insurance. ¶

¶  
For 2008, the City will contribute up to a maximum of five hundred seventy-five dollars (\$575) per month per employee for group health, dental, life, short-term and long-term disability insurance. ¶

¶  
For 2009, the City will contribute up to a maximum of six hundred dollars (\$600) 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

Deleted: Annual

Deleted: Employees will receive an increase on January 1 of each year. The increase will be in the amount described below and as listed in Appendix B - Wage Schedule.

&#36; <#>3% &#36; <#>Increase shall be the Consumer Price Index as reported in December by the U.S. Department of Labor's Consumer Price Index as drawn from the category Midwestern Urban Areas with populations greater than 1.5 million or 3%, whichever is greater, but in no case shall the increase exceed five percent (5%). &#36; <#>Increase shall be the Consumer Price Index as reported in December by the U.S. Department of Labor's Consumer Price Index as drawn from the category Midwestern Urban Areas with populations greater than 1.5 million or 3%, whichever is greater, but in no case shall the increase exceed five percent (5%). &#36;

DEFERRED COMPENSATION

&#36; Each month, the Employer shall pay into each employee's deferred compensation fund the following amounts for the appropriate year:&#36;

&#36; .2007: \$290.00 per month&#36;  
&#36; .2008: \$315.00 per month&#36;  
&#36; .2009: \$340.00 per month&#36;

&#36; In order to qualify, employees must provide proof of insurance. The deferred compensation contribution will end if the employee rejoins the employers' group health insurance program.&#36;

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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.

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- 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.

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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.

**Deleted: APPENDIX B1**  
**2007-2009 Salary Schedules**

JOB TITLE	STE
Maintenance Worker	\$
	\$
Public Works Coordinator	\$
	\$
Deputy Clerk	\$
	\$
JOB TITLE	STE
Maintenance Worker	\$
	\$
Public Works Coordinator	\$
	\$
Deputy Clerk	\$
	\$
JOB TITLE	STE
Maintenance Worker	\$
	\$
Public Works Coordinator	\$
	\$
Deputy Clerk	\$
	\$

**NOTE: Represents the minimum compensation in 2008 and 2009.**