

LAUDERDALE CITY COUNCIL MEETING AGENDA
TUESDAY, MARCH 28, 2006
7:30 P.M. CITY HALL,

The City Council is meeting as a legislative body to conduct the business of the City according to ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. ROLL – 7:30 p.m.

Council members:

Gill-Gerbig _____
Doherty _____
Mayor Dains _____

Hawkinson _____
Christensen _____

FILE

Staff: Bakken-Heck _____

2. APPROVAL OF THE AGENDA - 7:32 p.m.

3. APPROVALS – 7:35 p.m.

- A. Approve minutes for 3/14/2006 City Council Meetings
- B. Approve claims totaling \$27,018.74

4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL ON ITEMS NOT ON THE AGENDA – 7:37 p.m.

Any member of the public may speak at this time on any item NOT on the agenda. In consideration of the public attending the meeting for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under Additional Items at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer. Your participation, as prescribed by the Council's ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL, is welcomed and your cooperation is greatly appreciated.

5. CONSENT

- A) Approve cost recovery agreement with the City of Roseville for telephone system.
- B) Approve technology agreement with the City of Roseville.
- C) Acknowledge successful completion of probation and advancement to step 3 (\$19.15 per hour) for Heather Butkowski.
- D) Approve purchase of flat screen monitor's and lap top computer.
- E) Authorize participation in County CDBG program

6. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

7. INFORMATIONAL PRESENTATIONS

8. PUBLIC HEARINGS

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings, all affected residents will be given an opportunity to speak pursuant to the ROBERT'S RULES OF ORDER AND THE STANDING RULES OF ORDER AND BUSINESS OF THE CITY COUNCIL.

- A) DNR Grant application and resolution for Park Project

9. REPORTS

10. DISCUSSION

11. ACTION 7:40 p.m.

- A) Community Park Improvements
- B) Community Park Improvement Plan
- C) Cellular telephone reimbursement policy
- D) Select members for Comprehensive Plan Task Force

12. ITEMS REMOVED FROM THE CONSENT AGENDA

13. ADDITIONAL ITEMS

14. SET AGENDA FOR NEXT MEETING – 8:00 p.m.

15. WORK SESSION 8:05 p.m.

- A) Animal Control Ordinance
- B) Personnel Policy and Procedures Manual

16. ADJOURNMENT

LAUDERDALE CITY COUNCIL
MEETING MINUTES
MARCH 14, 2006

7:30 P.M. CITY HALL

Mayor Dains called the meeting to order at 7:30 p.m. and asked the Administrator to take the roll.

Members present: council member Karen Gill-Gerbig; council member Denise Hawkinson, council member Karen Doherty; council member Clay Christensen and Mayor Jeff Dains.

Staff Present: Brian B. Heck, City Administrator; Jim Bownik, Assistant to the City Administrator; and Heather Butkowski, Deputy City Clerk.

Mayor Dains requested discussion items 10 A. Animal Control Ordinance and B Personnel Policy Manual be moved to the work session. There being no further additions or corrections to the agenda, council member Christensen moved approval. Council member Gill-Gerbig provided the second and the motion carried.

Council member Gill-Gerbig moved approval of the minutes for the February 28, 2006 council meeting. Council member Doherty seconded and the motion carried.

Mayor Dains asked the council if there were questions regarding the claims. There being none, council member Christensen moved and Doherty seconded the payment of claims totaling \$41,572.91. Motion carried.

Council member Gill-Gerbig moved and Doherty seconded a motion to approve the consent agenda approving seal coating plans and timeline for quotes and work. Motion carried.

The mayor asked if there were any comments from the public regarding anything not on the agenda. There being none, the mayor introduced the next item, a public information session on the proposed ordinance licensing rental property in the city.

Administrator Heck provided a brief background on the development and purpose of the ordinance.

The mayor provided a few comments on the conduct of the meeting and his perspective on the general issue.

Mr. Mike Tracy addressed the council. He owns property on Eustis Street and informed the council and staff that the information on St. Paul and Roseville is incorrect. He said these cities do not license single-family homes and duplexes; they register them. He said there is no inspection of the property required. He agrees with the goal of improving the housing stock and feels the maintenance code should apply to all property as Roseville is doing. He also asked the Council to focus on the "bad" landlords and leave the "good" ones alone.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
MARCH 14, 2006

7:30 P.M. CITY HALL

Council member Gill-Gerbig stated she generally agreed with him on some comments. She added that residents of rental property have physically threatened long-term residents and she is looking at taking a long-term approach at community viability. She said that this is one place to start.

Brian Malzer addressed the council next. He lives in Lauderdale and rents a home on Malvern and Larpenteur. He indicated he just began renting not too long ago and found that when a bad tenant moves in, it is very difficult to remove them. He feels the city needs to create something that will empower the landowner to more easily evict the tenant. He also asked about a truth in housing type program for all residential structures.

John Chen spoke to the council. He said he owns a town home in the community. He wanted to know if he rented it to a relative would the license requirement still apply. He also reaffirmed what some of the other speakers addressed to the council. His main points were that the problem appears to be the individuals and not the property and the city should try and target the problem tenants/resident, not the responsible landlord.

Michelle Upham, a resident, said she has a roommate and wanted to know if she would have to get a license for renting a single room.

Jeff Hermez spoke to the council. He said he owns two properties in Lauderdale and does extensive background checks on his tenants. He also stated he has invested over \$50,000 over the past five years to both properties. He commented that he lives in Wright County but due to his job, is in the area much of the time and felt the resident agent provision should be reconsidered. He felt the idea is a good one, but the city should not go overboard.

Council member Christensen stated he sees more single-family homes being converted to rental units when the parents or other relatives move or pass away. He is looking at this program as a way to get the first time landlord some help in being a responsible landlord. He does not see this as a club, but a device the city can use when it is needed to gain compliance.

Mr. Tracy made some summary comments. He reiterated improving and maintaining the housing stock is a very good idea. He suggested the council develop a program that targets the problem properties/owners rather than the broad brush approach.

The mayor thanked all who attended and provided comments. The mayor recessed the meeting for 5 minutes.

The mayor reconvened the meeting at 8:50 p.m. with all members present.

Chief John Ohl, St. Anthony Police Department, presented the 2005 Annual Lauderdale Police report. He stated the city saw a decrease in part I crimes and an increase in part II crimes. The increase is attributed to an increase in the number of DUI arrests.

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Council member Hawkinson asked the Chief about the Citizens Academy. Chief Ohl stated they will be holding spots open for Lauderdale and Falcon Heights residents and hope to have the program start in September.

Mayor Dains asked Chief Ohl about the proposed speed cart. Chief Ohl said the speed cart is an educational tool used to increase awareness and to promote self-compliance. He said the cart can keep statistics and other data but it does not act as a "photo cop".

The Council entered the work session part of the meeting at 9:36 p.m.

Bownik outlined the process the PCIC used to develop the list of projects to consider for the park. He suggests looking at projects 1) reconstructing the tennis courts and 2) installing fencing around the east and west ends of the hockey rink.

Committee members commented on the projects and said they looked at the length of time the projects have been under consideration by the city as a factor in establishing the priorities.

Bownik suggested the city apply for the DNR grant this year and if not awarded, apply for the grant again next year with the intent to complete the tennis courts even if the grant aswere not awarded. Heck suggested the council make the decision to do the tennis courts this year regardless of the grant outcome.

The council and PCIC members discussed the various projects and relative priority. Following all the discussion, staff was directed to prepare a formal council agenda item listing the tennis courts as the project for completion this year, with the option of also doing the basketball courts as suggested by council member Doherty, and the hockey rink fencing. Staff is also to check on the liability of using volunteers for some of the work and to list projects based on the discussion for the next two years.

Due to the late hour, agenda items 10A regarding the Animal Control Ordinance and 10B regarding the Personnel Policy Manual were moved to the March 28th city council meeting. The meeting adjourned at 10:36 on a motion by Gill-Gerbig and a second by Doherty.

CITY OF LAUDERDALE

Claims for Approval

March 28, 2006 City Council Meeting

Payroll

| | |
|--|------------|
| 3/24/06 Payroll: Direct Deposit # 500116-500124, Check #7877 | \$7,425.48 |
| 3/24/06 Payroll: Payroll Liabilities, Checks 43E-46E | \$6,604.83 |

Vendor Claims

| | |
|-------------------------------------|-------------|
| 3/28/06 Claims: Check # 18011-18026 | \$12,988.43 |
|-------------------------------------|-------------|

Subtotal of Claims From Above **\$27,018.74**

| | |
|----------------------------------|--------------------|
| Total Claims for Approval | \$27,018.74 |
|----------------------------------|--------------------|

CITY OF LAUDERDALE

03/21/06 11:40 AM

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Payments

Current Period: MARCH 2006

| | | | | | |
|---------------------|--------------|------------------------------------|-------------------------------|--------------------|-------------------|
| Batch Name | 032406paytax | | Computer Dollar Amt | \$6,604.83 | Posted |
| Refer | 136 | <u>NORTH STAR BANK, CHECKING S</u> | <u>Ck# 000043E 3/24/2006</u> | | |
| Cash Payment | G 101-21703 | FICA WITHHOLDING. | 3/24/06 federal payroll taxes | | \$1,878.94 |
| Invoice | | | | | |
| Cash Payment | G 101-21701 | FEDERAL TAXES | 3/24/06 federal payroll taxes | | \$960.34 |
| Invoice | | | | | |
| Transaction Date | 3/21/2006 | Due 0 | NORTH STAR CHE 10100 | Total | \$2,839.28 |
| Refer | 137 | <u>PERA</u> | <u>Ck# 000044E 3/24/2006</u> | | |
| Cash Payment | G 101-21704 | PERA | 3/24/06 payroll - PERA | | \$1,240.10 |
| Invoice | | | | | |
| Transaction Date | 3/21/2006 | Due 0 | NORTH STAR CHE 10100 | Total | \$1,240.10 |
| Refer | 138 | <u>ICMA</u> | <u>Ck# 000045E 3/24/2006</u> | | |
| Cash Payment | G 101-21705 | ICMA RETIREMENT | 3/24/06 payroll - ICMA | | \$1,669.22 |
| Invoice | | | | | |
| Transaction Date | 3/21/2006 | Due 0 | NORTH STAR CHE 10100 | Total | \$1,669.22 |
| Refer | 139 | <u>MN DEPARTMENT OF REVENUE</u> | <u>Ck# 000046E 3/24/2006</u> | | |
| Cash Payment | G 101-21702 | STATE WITHHOLDING | 3/06 state withholding | | \$856.23 |
| Invoice | | | | | |
| Transaction Date | 3/21/2006 | Due 0 | NORTH STAR CHE 10100 | Total | \$856.23 |
| Fund Summary | | | | BATCH Total | \$6,604.83 |
| | 101 | 10100 | NORTH STAR CHECKING | | |
| | | | | | \$6,604.83 |
| | | | | | \$6,604.83 |

| | |
|---------------------------------------|-------------------|
| Pre-Written Checks | \$6,604.83 |
| Checks to be Generated by the Compute | \$0.00 |
| Total | \$6,604.83 |

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

MARCH 2006

| | | Check Amt | Invoice | Comment |
|----------------------------------|---|-------------------------|---------------------------------------|--------------------------------|
| 10100 NORTH STAR CHECKING | | | | |
| Paid Chk# | 018011 | 3/28/2006 | AMERICAN MESSAGING | |
| | E 601-49000-391 | TELEPHONE/PAGERS | \$4.47 | new public works pager |
| | E 101-43100-391 | TELEPHONE/PAGERS | \$4.48 | new public works pager |
| | Total AMERICAN MESSAGING | | \$8.95 | |
| Paid Chk# | 018012 | 3/28/2006 | APMP OF MN | |
| | E 101-41200-438 | DUES & SUBSCRIPTIONS | \$20.00 | hb membership |
| | Total APMP OF MN | | \$20.00 | |
| Paid Chk# | 018013 | 3/28/2006 | AT & T | |
| | E 101-41200-391 | TELEPHONE/PAGERS | \$1.60 | 2/06 long distance |
| | Total AT & T | | \$1.60 | |
| Paid Chk# | 018014 | 3/28/2006 | CINTAS | |
| | E 601-49000-425 | CLOTHING | \$26.63 | 470440356 |
| | Total CINTAS | | \$26.63 | |
| Paid Chk# | 018015 | 3/28/2006 | ESCHELON TELECOM, INC | |
| | E 101-41200-391 | TELEPHONE/PAGERS | \$236.19 | 2/06 city hall phones |
| | Total ESCHELON TELECOM, INC | | \$236.19 | |
| Paid Chk# | 018016 | 3/28/2006 | GOPHER STATE ONE-CALL | |
| | E 101-43400-386 | GOPHER STATE ONE CALL | \$21.75 | 2/06 locate calls |
| | Total GOPHER STATE ONE-CALL | | \$21.75 | |
| Paid Chk# | 018017 | 3/28/2006 | HAMPDEN PARK CO-OP | |
| | E 101-41200-442 | MISC | \$20.00 | social room reimbursement |
| | Total HAMPDEN PARK CO-OP | | \$20.00 | |
| Paid Chk# | 018018 | 3/28/2006 | LILLIE SUBURBAN NEWS | |
| | E 101-41600-309 | DELIVERY | \$669.60 | 2/06 Roseville Review delivery |
| | Total LILLIE SUBURBAN NEWS | | \$669.60 | |
| Paid Chk# | 018019 | 3/28/2006 | MAMA | |
| | E 101-41200-308 | TRAINING\CONFERENCES | \$18.00 | Brian mama luncheon |
| | Total MAMA | | \$18.00 | |
| Paid Chk# | 018020 | 3/28/2006 | MET-COUNCIL ENVIRONMENTAL SER. | |
| | E 601-49000-387 | WATER TREATMENT SERVICE | \$8,488.48 | 4/06 wastewater services |
| | Total MET-COUNCIL ENVIRONMENTAL SER. | | \$8,488.48 | |
| Paid Chk# | 018021 | 3/28/2006 | OFFICE MAX | |
| | E 101-41200-201 | GENERAL SUPPLIES | \$57.34 | misc office supplies |
| | Total OFFICE MAX | | \$57.34 | |
| Paid Chk# | 018022 | 3/28/2006 | PUBLIC EMPLOYEES INS PROGRAM | |
| | G 101-21706 | HEALTH INSURANCE | \$1,338.16 | 4/06 health ins benefits |

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

MARCH 2006

| | | Check Amt | Invoice | Comment |
|---|--|---------------------------|--|-------------------------------------|
| Total PUBLIC EMPLOYEES INS PROGRAM | | \$1,338.16 | | |
| <hr/> | | | | |
| Paid Chk# | 018023 | 3/28/2006 | QWEST | |
| | E 101-45200-391 | TELEPHONE/PAGERS | \$6.17 | 2/06 warming house phone |
| | Total QWEST | | \$6.17 | |
| <hr/> | | | | |
| Paid Chk# | 018024 | 3/28/2006 | RAMSEY COUNTY, PROP REC & REV | |
| | E 101-43200-313 | SNOW & ICE REMOVAL | \$797.22 | pubw-006411 2/06 sanding & plowing |
| | G 101-21706 | HEALTH INSURANCE | \$319.31 | risk-000923 3/06 insurance benefits |
| | E 101-41300-355 | MISC PRINTING/PROCESS SER | \$25.00 | risk-000923 3/06 insurance benefits |
| | Total RAMSEY COUNTY, PROP REC & REV | | \$1,141.53 | |
| <hr/> | | | | |
| Paid Chk# | 018025 | 3/28/2006 | UNIVERSITY OF MINNESOTA | |
| | E 101-41200-308 | TRAINING\CONFERENCES | \$410.00 | hb MN Municipal Clerks Inst. R |
| | Total UNIVERSITY OF MINNESOTA | | \$410.00 | |
| <hr/> | | | | |
| Paid Chk# | 018026 | 3/28/2006 | XCEL ENERGY, PARK & GARAGE | |
| | E 101-45200-381 | ELECTRIC | \$5.86 | 2/06 garage, warming house uti |
| | E 101-43100-381 | ELECTRIC | \$17.57 | 2/06 garage, warming house uti |
| | E 101-45200-383 | GAS UTILITIES | \$53.11 | 2/06 garage, warming house uti |
| | E 101-45200-383 | GAS UTILITIES | \$127.19 | 2/06 garage, warming house uti |
| | E 101-43100-383 | GAS UTILITIES | \$159.34 | 2/06 garage, warming house uti |
| | E 101-45200-381 | ELECTRIC | \$160.96 | 2/06 garage, warming house uti |
| | Total XCEL ENERGY, PARK & GARAGE | | \$524.03 | |
| | 10100 NORTH STAR CHECKING | | \$12,988.43 | |

Fund Summary

| | | |
|---------------------|---------------------------|--------------------|
| | 10100 NORTH STAR CHECKING | |
| 101 GENERAL | | \$4,468.85 |
| 601 SEWER UTILITIES | | \$8,519.58 |
| | | <u>\$12,988.43</u> |

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

Consent X
Public Hearing
Discussion
Action
Resolution
Work session

Meeting Date: March 14, 2006

ITEM NUMBER 5-A Cost recovery agreement

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: The city acquired new telephone's through the City of Roseville and the Metro I-Net. This document outlines what services we are responsible for.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:



Cost Recovery Agreement

A. General Information

| | | | |
|--------------------|--|--------------------|--------------|
| Project Name: | IP Telephony Service City of Lauderdale | Date: | _____ |
| | Roseville Information | | |
| Controlling Dept.: | Technology Department | Modification Date: | 03/15/2006 |
| Prepared By: | Terre Heiser | Authorized By: | Chris Miller |

B. Overview

This agreement provides for the recovery of costs associated with extending to the City of Lauderdale the telephony services system owned and operated by the City of Roseville. This service agreement is in addition to the established joint powers agreement which provides additional support and services necessary to extend telephony services to Mounds View.

C. Recovery Items

Local Carrier Charges: Charges directly incurred by Lauderdale for the extension of IP telephony and associated data circuits to Lauderdale facilities that may be billed to the City of Roseville.

Third Party Maintenance Contracts: A distributed portion of third party service and maintenance programs necessary for the operation of the enterprise telephony system.

Voice Mail Service: Recovery of direct charges associated with providing voice mail services, billed to extensions requiring voice mail.

Telephone Handset Replacement Fund: Monthly contribution to a fund for the replacement of telephone handsets no longer covered under warrant. Disbursement is under the discretion of the City of Roseville and is subject to review.

Long Distance: Charges directly incurred by Lauderdale when utilizing the IP telephony system that may be billed to the City of Roseville.

A detailed report of these charges will be provided monthly. Exhibit A provides a summary of monthly charges based on the current deployment of telephony devices for the City of Lauderdale.

D. Acceptance

| Name/Title | Signature | Date |
|------------|-----------|------|
| | | |



EXHIBIT A.

Units

| | |
|----------------------------------|-----------|
| 6 SmartNet Maintenance (\$5 ea.) | \$ 30.00 |
| 5 Voice Mail Boxes (\$5 ea.) | \$ 25.00 |
| 5 Replacement Fund (\$1 ea.) | \$ 6.00 |
| 4 PRI Access Charge (\$10 ea.) | \$ 40.00 |
| 2 PRI Access Charge (\$1 ea.) | \$ 1.00 |
| Estimated Monthly Charge | \$ 102.00 |

**LAUDERDALE COUNCIL
ACTION FORM**

| ACTION REQUESTED | |
|-------------------------|---------------|
| Consent | <u> X </u> |
| Public Hearing | <u> </u> |
| Discussion | <u> </u> |
| Action | <u> </u> |
| Resolution | <u> </u> |
| Work session | <u> </u> |

| |
|---|
| Meeting Date: March 14, 2006 |
| ITEM NUMBER <u> 5-B IT Agreement </u> |
| STAFF INITIAL _____ |
| APPROVED BY ADMINISTRATOR _____ |

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: The City of Roseville provided an updated agreement for IT services that includes the newly acquired telephone services. The amount paid to Roseville for this service does not change.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

**TECHNOLOGY SERVICES AGREEMENT
FOR THE CITY OF ROSEVILLE EXTENSION OF TELEPHONY SERVICES
AND NETWORK SUPPORT TO THE CITY OF LAUDERDALE**

THIS AGREEMENT, entered into by and between the **CITY OF ROSEVILLE**, a Minnesota municipal corporation (“Roseville”), and the **CITY OF LAUDERDALE** a Minnesota municipal corporation (“Lauderdale”), is effective upon the execution of this Agreement by the named officers of both cities.

RECITALS

WHEREAS, Lauderdale owns Cisco Internetworking Protocol (IP) telephony handsets, and other Cisco IP telephony peripheral equipment and;

WHEREAS, Lauderdale requires access to Cisco IP telephony control equipment which includes Call Manager, Unity Voice Mail, and other associated Cisco IP control devices and;

WHEREAS, Lauderdale requires technical support to operate and maintain this equipment and;

WHEREAS, ROSEVILLE has existing Cisco Internet Protocol (IP) control equipment capable which can be extended to Lauderdale

WHEREAS, ROSEVILLE has an established Information Technology Department and technical employees that are able to provide the services required by Lauderdale, and;

WHEREAS, Minnesota Statute 471.59 authorizes political subdivisions of the State to enter into Joint Powers Agreements for the joint exercise of powers common to each.

NOW, THEREFORE, it is mutually stipulated and agreed to as follows:

1. SERVICES.

A. Roseville shall provide qualified management information systems employees of Roseville ("Employees") to perform telephony and related network technical services required by the Lauderdale. These services include the following:

- Support of Lauderdale's IP telephony services and equipment.
- Access to Roseville's Cisco IP telephony control equipment.
- Monitoring, troubleshooting and evaluation of network and communications infrastructure.

Support of systems to be provided by Roseville is generally within normal working hours of 8:00 a.m. until 4:30 p.m. Monday through Friday. However considerations will be made for emergency situations and system upgrades which would require off hours support.

B. Roseville shall be solely responsible for compensating the assigned Employee(s) engaged in providing computer and technical services under this Agreement, including any overtime wages incurred, as well as any insurance or employee benefits provided under the policies or agreements of Roseville. In addition, Roseville shall be solely responsible for worker's compensation, reemployment insurance benefits, and other employee related laws, including OSHA, ERISA, RLSA, and FMLA. Roseville shall retain the authority to control the employees, including the right to hire, fire and discipline them.

C. Lauderdale will provide the necessary office, equipment, and supplies for the assigned Employee(s) to provide the services required hereunder and will bear all costs attendant thereto. Lauderdale is responsible for any additional licensing, software, and hardware necessary to operate and access network servers and other related equipment owned by LAUDERDALE.

D. The City Administrator, or his designee, of Lauderdale shall communicate

scheduling of work to be performed by the assigned Employee(s).

2. PAYMENT. Lauderdale will compensate Roseville for services rendered in the annual amount of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) for services rendered. Lauderdale shall make monthly payments, upon presentation by Roseville of a monthly billing equal to one-twelfth (1/12th) of the annual amount herein stated. This amount does not include direct service costs associated with the IP telephony system which includes local carrier charges, third party maintenance contracts including Cisco SmartNet, and software licensing. These charges are billed monthly from this agreement under the provisions listed in the Telephony Services Cost Recovery Agreement.

3. INDEMNIFICATION. Roseville agrees to assume sole liability for any negligent or intentional acts of the assigned Employee(s) while performing the assigned duties within the jurisdiction of either city. Each city agrees to indemnify, defend, and hold harmless the other from any claims, causes of action, damages, loss, cost or expenses including reasonable attorney's fees resulting from or related to the actions of each city, its officers, agents or employees in the execution of the duties outlined in this Agreement, except as qualified by the previous sentence.

4. TERMINATION, SEPARABILITY.

A. This Agreement may be terminated by either party upon ninety (90) days' notice provided to the respective City Manager of Roseville or City Administrator of Lauderdale.

B. Upon termination, no further amounts shall be due and payable by Lauderdale to Roseville under Section 2 of this Agreement, any and all records or property of the respective cities will be returned to the appropriate city within 90 days.

C. This Agreement is governed by the laws of the State of Minnesota.

D. In the event that any provision of this Agreement is held invalid, the other

provisions remain in full force and effect.

E. This agreement may not be assigned by any party without prior consent of the other party.

IN WITNESS WHEREOF, the Cities of ROSEVILLE and LAUDERDALE have caused this Agreement to be duly executed effective on the day and year last entered below.

Dated: _____

CITY OF ROSEVILLE

By: _____
Craig Klausing
It's Mayor

By: _____
Neal Beets
It's City Manager

Dated: _____

CITY OF LAUDERDALE

By: _____
Jeffrey Dains
It's Mayor

By: _____
Brian Bakken-Heck
It's City Administrator

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

Consent X
Public Hearing
Discussion
Action
Resolution
Work session

Meeting Date: March 14, 2006

ITEM NUMBER 5-C Personnel Action

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: Heather Butkowski, Deputy Clerk, completed six (6) months service with the City on March 19, 2006. I am recommending she be granted regular status and advance to the next step on the wage schedule based on her performance evaluation. Heather is doing an excellent job at picking up the duties of the position. She works very well with the public and is eager to learn more and develop new skills and knowledge.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

Consent X
Public Hearing
Discussion
Action
Resolution
Work session

Meeting Date: March 14, 2006

ITEM NUMBER 5-D Technology Upgrades

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: The city continues to update its technological capabilities. For this year, we would like to move to flat screen monitors, replace the computer used by the deputy clerk, provide public works with a computer and provide the administrator with a laptop unit thereby increasing productivity and mobile access.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

Consent _____
Public Hearing _____
Discussion _____
Action _____
Resolution _____
Work session _____

Meeting Date: Tuesday, March 28, 2006

ITEM NUMBER 5-E County CDBG Ptrogram

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: The city received notice from Ramsey County of the need for localities to reaffirm participation in the Department of Housing and Urban Development's Community Development Block Grant program. Lauderdale has participated in this program with the county since 1985.

OPTIONS:

STAFF RECOMMENDATION: Authorize execution of agreement to participate.

COUNCIL ACTION:



Working with You
to Enhance Our Quality of Life

Office of the County Manager

David J. Twa, County Manager

250 Court House
15 West Kellogg Boulevard
St. Paul, MN 55102

Tel: 651-266-8000

Fax: 651-266-8039

e-mail: david.twa@co.ramsey.mn.us

March 13, 2006

Brian Bakken-Heck, City Administrator
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Dear Mr. Bakken-Heck:

Twenty-one years ago, the U.S. Department of Housing and Urban Development, determined that Ramsey County would be eligible to become an Entitlement Urban County and receive an annual allocation of Community Development Block Grant (CDBG) dollars in excess of one million dollars.

Sixteen suburban communities have chosen to participate in the agreement process over the past eighteen years, thus ensuring that a guaranteed annual allocation would be earmarked for the County and those suburban municipalities that desire to actively participate in the program.

Recently, HUD has notified us that in order to remain eligible to continue our participation in this federal program, the participating cities and Ramsey County must execute a new cooperation agreement incorporating all the amendments of the past agreements. Each community already approved these amendments, but HUD now requires an all-inclusive agreement. This agreement will have no specified end date, so that it will renew automatically. Of course, at the time of the renewal, all communities will be notified of the opportunity to "opt out" of the agreement.

Our eligibility and the actual dollar amount we receive are based upon the population accumulated through the number of jurisdictions that join with us. *Our records show that since 1985, your community has signed cooperation agreements with the County to ensure our eligibility.*

A copy of the agreement is attached to this letter. Please have it approved by your City Council or Town Board and return a fully executed copy to us **no later than April 30, 2006.**

If, however, your community does choose to "opt out", please be advised that you may not have an opportunity to participate with us for the next three years. "Opt out" notification must be made to both the County and the local HUD office **no later than April 30, 2006.**

Excellence • Respect • Diversity

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Page Two
March 13, 2006
Letter to City Managers

INCLUSION IN THE COUNTY ENTITLEMENT DOES NOT REQUIRE THAT YOU ACTIVELY PARTICIPATE IN THE PROGRAM. IT DOES PROVIDE THE COUNTY WITH THE NEEDED POPULATION TO QUALIFY AND INFLUENCES OUR ANNUAL ALLOCATION.

We are pleased with the active participation of our municipalities over the past several years. Our suburban communities, as a group, have set countywide priorities for use of CDBG and HOME funds. These priorities have resulted in the creation/retention of over 500 jobs, and over 1,800 low-income, suburban homeowners receiving rehabilitation funding.

The HOME funds, which are exclusively for affordable housing, have resulted in the addition of several large-scale rehabilitation projects, many new rental units, and expanded homeownership opportunities in suburban Ramsey County for families and senior citizens.

Should you have any questions, or need assistance, please contact Denise Beigbeder or Mary Lou Egan in Community and Economic Development, at 651-266-8000.

Sincerely,



David Twa
Ramsey County Manager

sam

AMENDED AND RESTATED JOINT COOPERATION AGREEMENT

This Agreement ("Agreement") is between the Ramsey County Housing and Redevelopment Authority ("Authority") and _____ ("Municipality"), each a political subdivision of the State of Minnesota, and is made pursuant to Minnesota Statutes, Section 471.59, as amended.

WHEREAS Title I of the Housing and Community Development Act of 1974, 42 U.S.C. §5301 et seq., as amended, ("CDBG Act") provides for a program of community development block grants; and.

WHEREAS, computation of a county's population as an Urban County may include persons residing in units of general local government within the county with which it has entered into cooperative agreements to undertake or to assist in the undertaking of essential activities pursuant to community development block grants; and

WHEREAS, Ramsey County, Minnesota qualifies as an "Urban County" as that term is used in the CDBG Act and is eligible to receive community development block grant funds; and,

WHEREAS, the HOME Investment Partnerships Act, Title II of the Cranston-Gonzalez National Affordable Housing Act, 42 U.S.C. §12701 et seq., as amended ("HOME Act") provides for support for affordable housing activities; and

WHEREAS, Ramsey County is a member of the Anoka, Dakota, Ramsey, and Washington Counties HOME Consortium ("Consortium") formed pursuant to the HOME Act; and

WHEREAS, Pursuant to a Joint Powers Agreement executed May 4, 1993, the Authority assumed all rights and duties of Ramsey County related to the administration of CDBG and

HOME funds received from the United States Department of Housing and Urban Development (“HUD”).

Now, Therefore, the Parties agree:

1. **DEFINITIONS**

For the purposes of this Agreement, the terms defined in this section have the meanings given to them:

“Act” means either the CDBG Act or the HOME Act, or both, depending upon the context.

“CDBG Regulations” means those regulations at 24 C.F.R. Part 570, as amended.

"Cooperating Community" means any city, town, or township in Ramsey County which has entered into a Cooperation Agreement, as amended, substantially similar to this Agreement and its Amendments.

"HOME Regulations" means those regulations at 24 C.F.R. Part 92, as amended.

“Regulations” means either the CDBG Regulations or the HOME Regulations, or both, depending upon the context.

2. **SCOPE**

The Authority and Municipality will cooperate to undertake or assist in undertaking community renewal and low and moderate income housing assistance activities and other eligible activities authorized by the CDBG Act and HOME Act.

The Authority and Municipality will cooperate in establishing priorities and in preparation of the application for a grant. The Authority will prepare and submit to HUD and appropriate reviewing agencies, all necessary applications for a basic grant amount under the CDBG Act and the HOME Act.

In preparing the grant application and allocating grant funds received, the Authority will consider projects proposed by the Municipality. The Authority reserves the right to propose projects which are both consistent with the mutually established goals, needs and priorities and within its statutory implementation authority. No Municipality shall be required to propose a project.

The Authority shall have final responsibility for selecting projects and will distribute to the Municipality such funds as are determined appropriate for the Municipality to use in implementing a project. The Authority may implement projects within the Municipality as are determined appropriate by the Authority.

3. **TERM**

The term of this Agreement is for Federal Fiscal Years 2007 - 2009. The Agreement remains in effect until the CDBG and HOME funds and program income received with respect to activities carried out during the initial three year qualification period, and any successive qualification periods, are expended and the funded activities completed. Neither the Authority nor the Municipality may terminate or withdraw from this Agreement during that period.

This Agreement will be automatically renewed for participation in successive three year qualification periods, unless the Authority or the Municipality provide written notice it elects not to participate in a new qualification period. By the date specified in HUD's urban county

qualification notice for the next qualification period, the Authority will notify the Municipality in writing of its right not to participate.

Both the Authority and Municipality are required to adopt any amendment to this Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three year urban county qualification period. Failure to adopt the necessary amendment will void the automatic renewal for such qualification period.

4. **MISCELLANEOUS PROVISIONS**

- A. The CDBG Act and CDBG Regulations are incorporated herein by reference. The HOME Act and HOME Regulations are incorporated herein by reference.
- B. Nothing in this Agreement shall be construed to prevent or otherwise modify or abrogate the right of the Authority or Municipality to submit individual applications for discretionary funds in the event Ramsey County does not receive designation as an Urban County entity under the CDBG Act
- C. Nothing in this Agreement shall preclude the Municipality from establishing a Municipal Housing and Redevelopment Authority pursuant to Minnesota Statutes, Chapter 469.
- D. In the event that there is a revision of the Act and/or Regulations which would make this Agreement out of compliance with the Act or Regulations, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance.
- E. The Municipality shall indemnify, hold harmless, and defend the Authority, Ramsey County, their officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the Authority, Ramsey County, their officials, agents, or employees may hereafter sustain, incur or be

required to pay, arising out of or by reason of any act or omission of the Municipality, its officials, agents or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.

- F. The Authority shall indemnify, hold harmless and defend the Municipality, its officials, agents, and employees against any and all liability, losses, costs, damages, expenses, claims or actions, including attorney's fees, which the Municipality, its officials, agents, or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the Authority, its officials, agents or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
- G. Nothing in this Agreement shall constitute a waiver by the Authority, Ramsey County, or the Municipality of any statutory or common law immunities, limits, or exceptions on liability.
- H. The Authority and the Municipality shall maintain financial and other records and accounts in accordance with the requirements of the Act and Regulations. Such records and accounts will be in such form as to permit the Authority to prepare required reports and to permit the tracing of grant funds and program income to final expenditure.
- I. The Authority and the Municipality agree to make available all records and accounts with respect to matters covered by this Agreement at all reasonable times to their respective personnel and duly authorized federal officials. Such records shall be retained as provided by law, but in no event for a period of less than six years from the date of completion of any activity funded under the Act or less than three years from the last receipt of program income resulting from activity implementation. The Authority shall

perform all audits of the basic grant amounts and resulting program income as required under the Act and Regulations.

- J. All projects undertaken pursuant to this Agreement shall be subject to home rule charter provisions, assessment, planning, zoning, sanitary, and building laws, ordinances and regulations applicable to the Municipality in which the project is situated.
- K. The parties further agree that pursuant to 24 CFR 570.501 (b), the Municipality is subject to the same requirements applicable to subrecipients, including a written agreement as set forth in 24 CFR 570.503.
- L. By executing this Agreement the Municipality understands that it:
 - 1. may not apply for grants from appropriations under the Small Cities or State CDBG Programs for fiscal years during the period in which it participates in the Authority's CDBG program; and
 - 2. may participate in a HOME Program only through the Authority. If Ramsey County does not receive a HOME formula allocation, the Municipality may not form a HOME consortium with other units of general local government.
- M. Both the Authority and Municipality are obliged to take all actions necessary to assure compliance with Ramsey County's certification required by section 104(b) of Title I of the Housing and Community Development Act of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 109 of Title I of the Housing and Community Development Act of 1974, and other applicable laws. The Authority is prohibited from funding for activities, in or in support of, any cooperating unit of general local government that does not affirmatively further fair housing within its own jurisdiction or that impedes its actions to comply with its fair housing certification.
- N. The Municipality has adopted and is enforcing:

1. a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil rights demonstrations; and
2. a policy of enforcing applicable State and local laws against physically barring entrance to or exit from a facility or location which is the subject of such non-violent civil rights demonstrations within jurisdictions.

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

MUNICIPALITY

By: _____

By: _____

David Twa
Ramsey County Manager

Its: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM

Harry D. McPeak
Assistant Ramsey County Attorney

This Document Drafted By:

Office of the Ramsey County Attorney
St. Paul, Minnesota

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

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

MEETING DATE March 28, 2006

ITEM NUMBER Grant Application for Tennis Courts

STAFF INITIAL JB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Outdoor Recreation Grant Program is a 50/50 matching grant. The application deadline is March 31. Award notifications will be made in July/August. The application process requires a public hearing and adoption of a resolution.

The minutes from the hearing must be submitted with the application. The minutes should reflect that the following information has been provided at the hearing:

- Project scope and the type of activities involved
- Implementation schedule
- Overall cost and the proposed financing for the project
- Costs to be assessed to community residents (**NONE**)
- Other associated project costs such as maintenance expenses, etc.

I have attached draft sections of the application that address these issues. I have also attached an email about costs of a new playground surface. I went with the wood fiber.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 032806A authorizing staff to apply to the DNR Outdoor Recreation Program for the redevelopment of the tennis courts.

COUNCIL ACTION:

RESOLUTION NO. 032806A

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

**AUTHORIZING APPLICATION TO THE DNR OUTDOOR RECREATION
GRANT PROGRAM FOR REDEVELOPMENT OF THE TENNIS COURTS AT
LAUDERDALE COMMUNITY PARK.**

BE IT RESOLVED that the City of Lauderdale act as legal sponsor for the project contained in the Outdoor Recreation Grant Program Application to be submitted on the 31st of March, 2006, and that the Assistant to the City Administrator is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of the City of Lauderdale.

BE IT FURTHER RESOLVED that the City of Lauderdale has the legal authority to apply for financial assistance, and financial capability to meet the match requirement and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that the City of Lauderdale has not incurred any development costs described on Item 5 and has not entered into a written purchase agreement to acquire property described on Item 4.

BE IT FURTHER RESOLVED that upon approval of its application by the state, the City of Lauderdale may enter into an agreement with the State of Minnesota for the above-referenced project, and that the City of Lauderdale certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for outdoor recreation uses into perpetuity.

NOW, THEREFORE BE IT RESOLVED that the Assistant to the City Administrator is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Lauderdale on March 28, 2006.

SIGNED:

WITNESSED:

Jeffrey E. Dains
Mayor

Date

Brian Bakken-Heck
City Administrator

Date

Jim Bownik

From: kaveldson@efa-mn.com
Sent: Wednesday, March 22, 2006 3:39 PM
To: Jim Bownik
Subject: Lauderdale comm park - safety surfacing

Hello Jim,

I was able to put together estimate numbers for you on three options of safety surfacing, 8250 sqft:

- A) Wood Fiber - material & installation \$,7,328.00
Install over existing pea gravel, includes filter fabric
- B) Playground grass - material & installation \$87,863.00
- would need to remove existing pea gravel + \$2,500.00
- C) Rubber tiles - material & installation \$93,215.00
- would need to excavate existing pea gravel + \$2,500.00
- would need compact aggregate base + \$3,015.00

You can re- use the tiles and playground grass if you change your play area.

Thank you for the opportunity to discuss your surfacing options. Please feel free to call or email with any to her questions!!

Kim Aveldson

ITEM 2 - PROJECT NARRATIVE

Provide a one-page description of your project.

1. Describe the park history. Include the date the park was established, list all existing buildings and facilities and the year they were built.
 2. Describe what recreation facilities will be developed or rehabilitated and any lands that will be acquired.
 3. Describe your community's need for these facilities and how they will complement existing recreation facilities.
-

Continued on next page.

Lauderdale Community Park is the primary recreational facility in Lauderdale. The park is located at the corner of Roselawn Avenue and Fulham Street. It was purchased from the Roseville School District in 1985. The Community Park has the following buildings and facilities:

- 1950s- warming house, hockey rink, pleasure rink, baseball field;
- 1960s- tennis courts, basketball court;
- 1980s- archery; parking lot;
- 1990s- picnic shelter, playground structure, bituminous trail,
permanent grills, ADA drinking fountain, trail extension;
- 2000s- sand volleyball court, toddler equipment, trail extension, new picnic tables.

General park improvements since 2000 include storm water improvements, removing a sewer lift station, and burying over-head power lines from the warming house to the hockey rink lights.

The City of Lauderdale is proposing to redevelop the existing double court tennis facility. The courts would be constructed in approximately the same location, but regulation size (120' long x 108' wide). They will be designed, constructed, and maintained for drainage, durability, and longevity. This is a redevelopment project, thus no lands will be acquired.

Accessibility improvements will be part of the project because the existing courts are not accessible to persons with disabilities. The only entrance currently existing is on the west side, which does not meet accessibility requirements. Also, the route to the entrance is not accessible to persons with disabilities. These issues will be addressed with two entrances, one on the west and one on the east. Both entrances will have four-foot gates with walkways leading from nearby bituminous paths.

Although no major changes are proposed for the playground equipment at this time, this project also includes a new accessible playground surface, as well as placing an over-head power line underground. This project will also include the addition of an 8-foot wide bituminous trail between the bituminous parking lot along Fulham Street and the existing bituminous trail east of the tennis courts.

The tennis courts were developed over 40 years ago. Drainage issues due to the age of the facility and substandard design have led to large cracks on the court surface that were not preventable, and are not fixable with regular maintenance or resurfacing. The condition of the courts presents a safety hazard to anyone using them. Also, the narrow width of the courts (the existing courts are 120' long x 90' wide) presents challenges for the user.

Redevelopment of the tennis courts has been in the planning for many years. The Capital Improvements Plan, adopted in September 1997, estimated that the tennis courts would be attended to in 2007, at a cost of approximately \$40,000. In 1998, at the request of the Park & Community Involvement Committee, the City Council increased the amount of the excess year-end general fund balance that is placed into the Park Improvements Fund from 5% to 10% in order to address the tennis courts. This figure was subsequently increased to 30% in 2004.

This project will compliment other park facilities by being at the beginning of a new capital improvements plan for the park that is currently being discussed and formulated. This project will also greatly compliment and enhance the accessible nature of the park, and increase the safety and health of the residents of Lauderdale.

ITEM 3 – EFFICIENCY OF DESIGN AND MATERIALS

In accordance with Minnesota Statutes, this program encourages facility design and use of materials that are low maintenance and environmentally sensitive.

1. Describe how your design and material selection for the proposed project will result in greater durability, resistance to vandalism and/or lower long-term operation and maintenance costs.
 2. Describe how your design and material selection for the proposed project will result in reduced energy use, reduced water use, use of recyclable and recycled materials, and/or similar measures to reduce environmental impacts.
-

The new courts will be designed, constructed, and maintained for optimum drainage, durability and longevity. The surfacing system will consist of 100% acrylic, with a vinyl-coated fence installed. The net posts will not contain concrete footings. Instead, they will be air driven at least 9 feet into the ground. This will reduce cracks that develop around the posts. A two foot maintenance strip around the perimeter of the courts will eliminate the need for weed control next to the outside fence surrounding the courts. Also, the net lines, base lines, and area between the courts will be saw-cut to further reduce cracking caused by weather changes.

The court surface will be monitored, inspected, and treated annually for wear, and resurfaced every 5 to 7 years at a cost of approximately \$6,000. Saw-cut areas will be treated annually.

A sign will be placed at each entrance stating that the courts are to be used for tennis only. Skateboarding, in-line skating, etc. on the courts will not be allowed.

The new courts will have a positive environmental impact because the operation of the courts will not require the use of energy or water.

ITEM 5 - COST BREAKDOWN
For Projects Involving Development Activities

Identify each recreational facility being proposed for funding. Provide a quantitative description of the facility (linear feet, dimension of structures, number of components, etc.), the total estimated cost and the expected completion date for each.

| Facility | Description | Estimated Cost | Expected Completion Date |
|--|--|----------------|--------------------------|
| Double Court Tennis Facility | mobilization, sawcut existing bituminous surface, remove existing fence and bituminous surface, excavate and place granular borrow and draitile (depending on soil conditions), site grading, base preparation, install new asphalt surface, 100% acrylic surfacing system, color coat system, 10' vinyl coated fence with two gates, woven polypropylene windscreen, 4 net posts, 2 tennis nets, turf seed, mulch and fertilizer, 10% engineering | \$121,191 | June 2007 |
| Eliminate Environmental Intrusion | bury existing overhead power line to warming house | \$ 3,815 | June 2007 |
| ADA improvements - Playground | replace approximately 8,250 square feet of pea gravel at playground with accessible wood fiber surface | \$ 7,328 | June 2007 |
| ADA improvements - 5' to 8' Wide Access Route | excavation, base (class 5, 6") bituminous wear course (3") | \$ 3,070 | June 2007 |
| ADA improvements - 8' Wide Trail from parking lot along Fulham St. to existing trail | excavation, base (class 5, 6") bituminous wear course (3") 175 linear feet | \$ 5,250 | June 2007 |
| | | | |
| | Total Cost | \$140,654 | |

ITEM 6 - LOCAL MATCH

Applicants must be able to fund at least 50% of the total project cost. The “local share” can consist of cash or the value of materials, labor and equipment usage by the local sponsor or by donations or any combination thereof.

List below each source of local match and its dollar value that will be contributed to the project. For each donation, attach a letter of commitment from the donor. The local match must equal 50% of the total project cost identified in your cost breakdown.

It is important that your project be ready for implementation as soon as possible following the grant award notification. The required match should either be in place or should be attainable within a reasonable period following notification of the grant award. Grant funds that are tied up for lengthy periods, or projects that are canceled result in inefficient use of scarce grant resources.

It has been demonstrated that local governments that contribute to the cost of developing and/or redeveloping their park areas have a greater commitment to ongoing operations and maintenance costs. Therefore, ranking points will be awarded if the applicant commits at least 20% of the total project cost from its own resources.

\$ 70,327 Cash or the value of materials, labor and equipment usage by the City of Lauderdale
(50% of project costs)

NOTE: Additional administrative and engineering costs will be donated by the City of Lauderdale.

ITEM 8 - PROJECTED OPERATION AND MAINTENANCE COSTS

Estimate the projected maintenance and operations costs for the proposed facility for the periods outlined below. In developing these estimates, it is important to consider not only the routine costs (such as labor, materials, utility costs and equipment costs), but also periodic major repairs or preventive maintenance (such as seal coating or replacement of plumbing, lighting, aglime, turf, etc.).

Each applicant should assess the particular needs of their specific project. It is not sufficient to simply reference the overall park and recreation budget and suggest that the operations and maintenance costs for the proposed project are somehow covered within that budget. You will be expected to have made a careful, thorough assessment of the specific cost impact of the proposed project. Cost estimates may be explained in a narrative or table format. However, actual dollar figures must be included for each identified cost.

These estimates should be made available at the public hearing. See Item 9.

I. Time Period:

The period needs to be long enough to reflect the ongoing operation and maintenance costs, future repairs and preventive maintenance measures for the proposed project.

Provide an estimate for each of the following periods.

- Annually
- Every 3-5 years
- Every 10 years
- Every 20 years

II. Cost Factors:

Depending on the type of project proposed, estimates should be made for:

- | | |
|--------------------|---------------------------|
| - Utility costs | - Repair and replacements |
| - Grounds keeping | - Vandalism |
| - Waste management | - Vehicle costs |
| - Services | - Others (?) |

III. Inflation:

Factor in reasonable inflation rates into the estimate.

Continued on next page.

Annually: The tennis courts will be inspected by city staff for maintenance needs resulting from recreational use and/or vandalism of these facilities. Saw-cut areas will be treated every year. Annual cost: \$320.

Every 3-5 years: Nets will be inspected for possible replacement. Every 3 to 5 year cost: \$220

Every 5-7 years: The courts will be resurfaced every 5 to 7 years using the 100% acrylic surfacing system. Every 5 to 7 year cost: \$6000.

Every 10 years: Not applicable.

Every 20 years: The courts will be inspected by the city's engineer for major repairs or replacement. Every 20 year cost: \$20,000.

NOTE: All costs will be adjusted for an annual inflation rate of 3.00%.

ITEM 13 - ENVIRONMENTAL INTRUSIONS

Describe all man-made developments on, above, below or adjacent to the proposed project site, including buildings, utility poles and lines, roads, driveways, pipelines, sewer and water lines, fences, ditches, bridges, billboards, railroad tracks, noise intrusions such as airplane traffic and related structures or facilities. Explain how these intrusions, if any, might affect the use, protection, and enjoyment of the proposed project site and what measures will be taken to minimize any adverse impacts. **All existing and future overhead power lines serving the park must be placed underground. The cost of placing the power lines underground can be included in this application.**

Lauderdale Community Park is bordered by the University of Minnesota golf course to the east, and Midland Hills golf course to the north - both in neighboring cities. Single-family residences border the park to the south and west. Roselawn Avenue, a collector street to the north, has a moderate traffic flow. A natural hill, which is heavily wooded, buffers the recreational facilities from any traffic noise.

Since 2000, the City of Lauderdale made many general improvements to the park. A sewer lift station and a fence bordering the park were removed, storm water ditches were changed to underground piping, and overhead power lines between the warming house and the hockey rink lights were placed underground.

The overhead power line that services the warming house from Fulham Street will be placed underground as part of this project. No additional power lines are anticipated for the future.

ITEM 15 - STATEMENT OF ACCESSIBILITY

To be eligible for an Outdoor Recreation grant, the recipient must comply with the Americans with Disability Act (ADA). For each facility you propose to develop or rehabilitate, describe in detail how it will be made accessible. In addition, all critical components of the park must be made accessible even if they are not part of this application proposal. Critical components include, but are not limited to: parking, restroom, drinking fountains and accessible routes to all facilities. **This program requires all access routes to be a minimum of 5 feet wide.**

This section is an important factor in selecting those applications that will be awarded grants. Applications that do not give enough information to determine the degree of accessibility typically do not rank high enough for funding. If you use outside contractors, be sure they are aware of the accessibility requirements.

The following guidelines will help you design your facilities. Copies can be ordered from the U.S. Access Board at (800) 872-2253, or downloaded off of their website at <http://www.access-board.gov>.

1. Americans with Disabilities Act (ADA), Americans with Disability Act Accessibility Guidelines for Buildings and Facilities (ADAAG), as amended, Oct. 3, 2002.

The amended accessibility guidelines include a new section 15 that provides standards for recreation facilities such as, playgrounds, boating and fishing facilities, golf and swimming pools. Also included in the new amended guidelines, is a definition of "Area of Sport Activity" and requirements for accessible routes to the area of sport activities and sport courts.

2. Regulatory Negotiation Committee Final Report on Accessibility Guidelines for Outdoor Developed Areas.

Until incorporated into the ADAAG standards, the final report for outdoor developed areas should be used for designing recreational facilities such as campgrounds, picnic areas, trails, and beaches.

Continued on next page.

The City of Lauderdale has made many improvements to Lauderdale Community Park to accommodate persons with disabilities. An accessible drinking fountain is centrally located in the park, and designated parking spaces exist in two areas – one in the parking lot in the northeast section of the park, and one on Pleasant Street which borders the park on the west. Both parking spaces have a bituminous trail leading from the parking spaces to major facilities throughout the park.

Currently, there is only one entrance to the tennis courts. This entrance, on the west side, does not meet accessibility requirements. The new courts will have two entrances, one on the west side and one on the east side. Both entrances will have four-foot gates installed to provide access for persons with disabilities. The pathway system at the park also will be improved to meet accessibility requirements. The park paths located near the tennis courts currently do not lead to the entrance. Thus, a five foot wide access route will lead from the gates to the existing walkway connection on both sides of the courts. The access route will widen to 8 feet to match the width of the existing walkway at the connection point.

This project will include replacing the current playground surface, which is pea gravel, with an accessible wood fiber surface. This project will also include the addition of an 8-foot wide bituminous trail between the bituminous parking lot along Fulham Street and the existing bituminous trail east of the tennis courts.

The city will also provide a portable restroom for the park that is accessible to persons with disabilities.

In an effort to continue planning for the needs of disabled persons, Lauderdale Community Park underwent “an accessibility audit” in 2001. A study was done, and a report presented to the City by Wilderness Inquiry for Access Outdoors. Attached is a letter received by Lauderdale from Wilderness Inquiry dated December 18, 2001 after completion of the accessibility study.

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

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

MEETING DATE March 28, 2006

ITEM NUMBER 2006 Park Improvements

STAFF INITIAL JB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last meeting, the City Council and the Park and Community Involvement Committee worked on prioritizing park improvement projects. The group agreed to plan a few projects for 2006, and stage the rest over a period of time (3-4 years). The following is the list of projects discussed for planning and completion in 2006:

- A) Tennis court redevelopment with option of basketball court redevelopment;
- B) Hockey rink fencing;
- C) Drainage improvements at the warming house.

I would suggest the group have another joint meeting in the future to determine staging for the other proposed projects.

OPTIONS:

STAFF RECOMMENDATION:

Motion to approve the above-referenced list of 2006 park improvements.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

ACTION REQUESTED

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

Meeting Date: March 14, 2006

ITEM NUMBER 11-C Cellular Telephone Proposal
STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION: At the last council meeting, council discussed the issue of providing a cellular telephone to the administrator and possibly other staff.

A suggestion was made to have the city provide some type of reimbursement for use of personal cellular telephone for staff. Council asked staff to look at options and proposals. To this end, staff is proposing the city provide reimbursement in the amount of \$25.00 per month for those staff who use their cellular phone for work. This includes providing the number to business related personnel and organizations. To receive reimbursement, the employee makes a claim as part of the monthly expenses and includes the bill with the claim form.

OPTIONS:

STAFF RECOMMENDATION: Authorize the reimbursement of \$25.00 for cellular telephone use beginning March 1, 2006 and direct staff to develop a policy and present it to the Council for adoption.

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date _____

ITEM NUMBER 11D—Comp Plan Members

STAFF INITIAL HAB *HAB*

APPROVED BY ADMINISTRATOR YES

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff sent out applications to residents that had previously expressed interest in being a comprehensive plan committee member and the application was published in the most recent city newsletter. To date, seven residents have returned the Comprehensive Plan Steering Committee application and two more residents e-mailed their intent to submit the application. Please see the following sheet for a listing of the applicants.

OPTIONS:

During the last comprehensive planning process, six residents comprised the Planning Commission and one council member acted as a liaison. The council has the option to appoint as many residents to the steering committee as considered necessary. Should the council wish to appoint fewer committee members than we have applicants, the council should establish the selection criteria tonight and invite the applicants to the next council meeting for selection and appointments.

STAFF RECOMMENDATION:

Staff are excited by the number of residents wanting to help with the planning process. This great turn out will give us the opportunity to gather ideas from the larger group and also divide the committee into smaller working groups. There is a lot to be done in the next two years and their input will help move the process along. A larger group also insulates the steering committee from disruptions should any members leave. Staff also recommends that a council member serve as a liaison to the comp plan steering committee.

COUNCIL ACTION:

We received applications back from seven residents who would like to sit on the Comprehensive Plan Steering Committee. Also noted are the other community activities they would like to join.

Nathan Cook – 1954 Walnut
Comprehensive Plan Committee
Thomas Dvorak – 1952 Eustis
Comprehensive Plan Committee
John Harpel – 1779 Walnut
Comprehensive Plan Committee
PCIC Committee
Kathy Lerfald – 1724 Carl
Comprehensive Plan Committee
Walkable Communities Workshop
Host National Night Out
Steven Martinson – 1943 Walnut
Comprehensive Plan Committee
Walkable Communities Workshop
Host National Night Out – already does
Tree Committee
Bob Mulligan—1618 Rosehill Circle
Comprehensive Plan Committee
Jeremy Schroetter—1780 Lake Street
Comprehensive Plan Committee

Two additional residents, Mary Gaasch and Matthew Koncar, e-mailed their desire to be a part of the comp plan team and we should be receiving their applications shortly.

We have not receive applications back from the following residents who expressed interest:

Angie Budd
Daniel Gumnit
Brian Malzer
Lisa Rahn
Tom Moldenhauer

CITY OF LAUDERDALE

ORDINANCE NO. _____

An Ordinance Amending Sections 5-3-1, 5-3-3, 5-3-4, 5-3-5, 5-3-6, 5-3-7, 5-3-8, 5-3-10, 5-3-11, 5-3-12 of the Code of Ordinances Regarding Animal Control.

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

SECTION I. The Lauderdale code of ordinances is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

ANIMAL CONTROL¹

SECTION:

- 5-3--1: Definitions
- 5-3--2: Enforcement
- 5-3--3: Exemptions
- 5-3--4: ~~Certain Domesticated~~ Non-Domesticated and Farm Animals
- 5-3--4-1: Permit Required
- 5-3--4-2: Application; Fees
- 5-3--4-3: Hearing
- 5-3--4-4: Term Of Permit; Renewal
- 5-3--4-5: Revocation
- 5-3--4-6: Home Occupation
- 5-3--4-7: Penalty
- 5-3--5: Dogs And Cats
- 5-3--5-1: License And Registration; Exceptions
- 5-3--5-2: Vaccination Required
- 5-3--5-3: Licensing Procedures
- 5-3--6: Regulations
- 5-3--7: Impoundment
- 5-3--8: Rabies Control
- 5-3--9: Biting Animals To Be Quarantined
- 5-3-10: Potentially Dangerous Animals Dogs
- 5-3-11: ~~Summary Destruction~~ Dangerous Dogs
- 5-3-12: Destruction of Dangerous Dogs
- 5-3-13: Penalty

1 M.S.A. §§ 18.021 et seq., chapters 356 and ~~47~~ 347, §§ 561.07, 609.227, and 609.605.

5-3-1: DEFINITIONS:

As used in this Chapter, except as otherwise provided, the following terms shall have the respective meanings ascribed to them:

~~!DEF! ANIMAL: Any nonhuman mammal, reptile, amphibian, or bird, domestic or nondomestic, including dogs and cats.~~

ANIMAL CONTROL AUTHORITY: means an agency of the state, county, municipality or city, or other governmental subdivision of the state which is responsible for animal control operations in its jurisdiction.

~~ANIMAL, DOMESTIC: Animals kept within the home as pets, commonly accepted as domesticated household pets. Unless otherwise defined, such as dogs, cats, household birds, and similar animals.~~ animals shall include dogs, cats, caged birds, gerbils, hamsters, ferrets, mice, rats, guinea pigs, chinchillas, domesticated rabbits, fish, non-poisonous, non-venomous or non-constricting reptiles or amphibians.

ANIMAL, NON-DOMESTIC: Those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety and welfare of people. Unless otherwise defined, such animals shall include:

- A. Any member of the large cat family (family felidae) including, but not limited to, lions, tigers, cougars, bobcats, leopards and jaguars, but excluding domesticated house cats.
- B. Any naturally wild member of the canine family (family canidae) including, but not limited to, wolves, foxes, coyotes, dingoes, and jackals, but excluding domesticated dogs.
- C. Any crossbreeds between a domesticated animal and a non-domesticated animal, such as the crossbreed between a wolf and a dog.
- D. Any member or relative of the rodent family, including, but not limited to, any skunk (whether or not descended), raccoon, or squirrel, but excluding those members otherwise

defined or commonly accepted as domesticated
pets.

- E. Any poisonous, venomous, constricting or inherently dangerous member of the reptile or amphibian families, including but not limited to, rattlesnakes, boa constrictors, pit vipers, crocodiles and alligators.
- F. Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this subpart, including, but not limited to, bears, deer, monkeys and game fish.

ANIMAL, FARM: Those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (chickens, turkeys), fowl (ducks, geese), swine (pigs, including Vietnamese pot-bellied pigs), goats, bees, llamas, alpacas, and other animals associated with a farm, ranch or stable.

AT LARGE: An unattended animal on public property; or an unattended animal on private property without the consent of the property owner.

CAT: Any domesticated feline animal, male or female, whole or neutered.

DANGEROUS ANIMAL DOG: Any animal dog that has committed any of the acts set forth below:

- A. Without provocation, inflicted substantial bodily harm on a human being on public or private property; or
- B. Killed a domestic animal without provocation while off the owner's property; or
- C. Been found to be a potentially dangerous animal dog, and after the owner has been notified that the animal dog is potentially dangerous, the animal dog aggressively bites, attacks, or endangers the safety of human humans or domestic animals.

DOG: Any canine animal, male or female, whole or neutered.

GREAT BODILY HARM: Bodily injury which creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

PROPER ENCLOSURE: Any structure, except a dwelling, designed to securely enclose and prevent an means securely confined indoors or outdoors in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping therefrom and/or designed to provide the animal with shelter and protection from the weather. and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which a door or window screens are the only obstacle that prevent the animal from exiting.

OWNER: Any person, firm, corporation, organization or department processing, harboring, keeping, having an interest in or having custody or control of an animal.

POTENTIALLY DANGEROUS ANIMAL DOG: Any animal dog that has committed any of the acts set forth below:

A. When unprovoked, inflicts bites on a human or domestic animal on public or private property;

B. When unprovoked, chases or approaches a person, including a person on a bicycle upon the streets, sidewalks or any other public or private property, other than the dog owner's property in an apparent attitude of attack; or

C. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

RESTRAINED: On a leash of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal, in a vehicle, or confined to

the owner's property by enclosure or fencing, or absolute voice command.

SUBSTANTIAL BODILY HARM: Bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member. (Ord. 12, 7-27-1993)
~~+DEFEND+~~

5-3-3: EXEMPTIONS:

The following provisions of this Chapter shall not apply in the following circumstances:

A. Unless specified herein, the provisions of this Chapter shall not apply to animals used or confined at hospitals, clinics, or businesses operated by licensed veterinarians.

B. Section 5-3-5-2 relating to vaccination requirements shall not apply to any animal belonging to a nonresident of the City and kept within the City for not longer than thirty (30) days, provided all such animals shall, at all times while in the City, be restrained by the owner.

C. Sections 5-3-10 and 5-3-11 relating to dangerous animals dogs and potentially dangerous animals dogs shall not apply to dogs under the control of a law enforcement officer.

D. Subsections 5-3-6A and 6C shall not apply to raptors possessed by licensed falconers holding valid State and Federal Falconry Permits so long as the conditions of the permit are being satisfied. (Ord. 12, 7-27-1993)

E. Section 5-3-4 shall not apply to licensed kennels, pet stores, or veterinary clinics. (Ord. 84, 11-19-1985)

5-3-4: ~~CERTAIN DOMESTICATED~~ NON-DOMESTIC AND FARM ANIMALS:

5-3-4-1: PERMIT REQUIRED:

It shall be unlawful to keep or maintain ~~roosters, bees or any horse, cow, pony, mule, donkey, pig, goat, sheep, or other large~~ a non-domesticated or farm animal, ~~other than a dog,~~ without first having obtained a permit therefor. It shall also be unlawful to keep or maintain more than two (2) ~~chickens, ducks, geese, turkeys, pigeons,~~ rabbits, chinchillas, ~~minks, nutrias,~~ or guinea pigs without first

having obtained a permit therefor. All of the
aforementioned are hereinafter referred to as "animals".
(Ord. 84, 11-19-1985)

5-3-5-3: LICENSING PROCEDURES:

A. Application: Except as herein provided, within thirty (30) days after acquiring possession of a dog or cat five (5) months or older, the owner of the dog or cat shall make application for a dog or cat license. The application shall be on forms provided by the City Administrator. The applicant shall also present proof of vaccination to the City Administrator prior to the issuance or renewal of a license.

B. License Fee: The license fee for each dog or cat must be submitted with the application. The fee will be established by City Council resolution.

C. Term Of License: A license shall be ~~annually~~ issued for a period of time not to exceed the expiration date of the rabies vaccination.

D. Issuance: Upon completion of the application form, receipt of the license fee and receipt of the proof of vaccination, the City Administrator shall cause a dog or cat license to be issued to the applicant for a particular dog or cat.

E. Receipt And Tags: The City Administrator shall cause a license fee receipt to be issued to the applicant along with a metallic tag. The applicant shall cause the tag to be affixed permanently by a metal fastening device to the collar of the licensed dog or cat in such a manner that the tag may be easily observed.

F. Duplicate Tag: If a tag is lost, a duplicate may be issued by the City Administrator upon presentation of a receipt showing payment of the initial license fee and upon payment of an additional fee for each duplicate tag.

G. Change Of Address: An applicant who has obtained a dog or cat license shall notify the City Administrator of applicant's address changes within the corporate limits of the City within ten (10) days of any address change.

H. Counterfeit Tags: No person shall counterfeit or attempt to counterfeit the dog or cat license tags. (Ord. 12, 7-27-1993)

5-3-6: REGULATIONS:

A. Confinement: Except as herein provided, the owner of an animal within the City shall cause such animal to be confined to the individual's property by adequate fencing, leash, or absolute voice command.

B. Female In Estrus: The owner of a female dog or cat in heat shall confine such animal to the owner's property or any veterinary hospital/clinic, in such manner that such female dog or cat cannot come into contact with other animals, except for intentional breeding purposes.

C. Leash Required: The owner of an animal within the City shall cause such animal to be restrained by a leash, chain or a cord of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal at all times while in a public place including but not limited to school yards, playground, parks or streets.

D. Noise: The owner of any animal within the City shall be responsible for preventing the animal from becoming a nuisance. A nuisance shall be defined as barking, baying, crying, or howling in any manner, which can be heard by any person, including Animal Control or any law enforcement officer, from a location outside of the building or premises where the animal is being kept for an unreasonable length of time. For the purposes of this ordinance, "unreasonable" means repeated noise from the animal over at least a five (5) minute period of time with one (1) minute or less lapse of time between each animal noise during the five (5) minute period.

E. Feces: Cleaning up litter:

1. The owner of an animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.

2. The owner of an animal shall not permit such animal to be on public property or the private property of another without having in the owner's immediate possession, a

device for the removal of feces and a proper receptacle on the property of such animal owner.

F. Care Of Animals: The owner of an animal within the City shall provide said animal with sufficient, wholesome food and water; proper shelter and protection from weather; veterinary care when needed to prevent suffering; and with humane care and treatment.

G. Abuse: No person shall beat, torment, or otherwise abuse an animal or cause or permit an animal fight.

H. Number Allowed: No person shall allow residentially zoned property to be used for maintaining more than two (2) like domestic animals over six (6) months of age.

~~I. Dangerous Animals: The owner shall confine within a building or a secure enclosure, every potentially dangerous animal, and shall not take such animal out of such building or secure enclosure, unless such animal is securely muzzled.~~ J. Guard Dog Warning Signs: A person who uses a dog for security purposes within the City shall post a warning notice at the entrance of the premises. (Ord. 12, 7-27-1993; 1996 Code)

5-3-7: IMPOUNDMENT:

A. Seizure: Subject to the provisions of this Section, animals found in violation of this Chapter may be seized by the Animal Control Officer, impounded in a designated animal shelter, and confined therein in a humane manner for a period of not more than five (5) business days or until claimed by the animal's owner, if allowable, whichever occurs first. Seizure, impoundment and destruction of dogs that have inflicted substantial or great bodily harm on a human being without provocation shall be governed by Section 5-3-12.

1. Entry Of Private Dwellings: Animal Control Officers are not authorized to enter private dwellings for the purpose of seizing animals.

2. Notice Of Seizure: Before seizing an animal from the private property of its owner, the Animal Control Officer shall make a reasonable attempt, taking into consideration the time of day and nature of the violation, to notify the owner that the animal is being seized because it was

observed by the Animal Control Officer to be in violation of the provisions of this Chapter.

3. Written Notice: When an animal is seized from the private property of its owner and the Animal Control Officer has been unable to notify the owner of the reason for seizing the animal, the Animal Control Officer shall leave a written notice affixed to the dwelling unit, in a conspicuous manner, indicating the day and time the animal was seized; the reason for seizing the animal; and the address of the shelter where the animal can be found.

4. Notice Of Impoundment: Immediately upon impounding the animal, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner.

B. Redemption: An animal which is not redeemed within five (5) business days after impounding may be disposed of in any manner provided by law. Any animal which is not claimed by the owner or sold, shall be euthanized and disposed of in a sanitary manner by the Animal Control Officer.

C. Title: The title of all animals seized and held at the animal shelter may be transferred to the Humane Society after the legal detention period has expired and the animals have not been claimed by their owners.

D. Impoundment Fees: Any animal, with the exception of a non-domesticated animal or farm animal being maintained without a permit impounded hereunder may be reclaimed by the owner of such animal within five (5) business days after such impoundment. Before the owner shall be permitted to recover possession of the animal, the owner shall pay the Animal Control Officer all required fees and costs of impoundment. (Ord. 12, 7-27-1993)

5-3-8: RABIES CONTROL:

A. State Law Adopted: The Minnesota Health Laws and Regulations are hereby adopted in cases of rabid animals which have bitten any person or animals suspected of being rabid.

B. Duty Of Physician To Report: It shall be the duty of every physician to report to the City the names and addresses of persons treated for bites inflicted by animals together with other information helpful in rabies control.

C. Duty Of Veterinarian To Report: It shall be the duty of every licensed veterinarian to report to the City his or her diagnosis of any animal observed by him or her as a rabies suspect.

D. Issuance Of Proclamation: Whenever the prevalence of rabies or hydrophobia renders such action necessary to protect the public health, safety and welfare, the Mayor shall issue a proclamation ordering every person owning or in possession of a dog to confine it securely to other premises unless it is muzzled so that it cannot bite. No person shall violate this proclamation. (Ord. 12, 7-27-1993)

5-3-10: POTENTIALLY DANGEROUS ANIMALS DOGS:

A. Additional Fee And Proof Of Insurance: The owner of a potentially dangerous animal dog shall pay an additional annual fee as determined by Council resolution and shall provide the City Administrator annually with proof of liability insurance which covers damages that may be caused by such animal dog.

~~B. Dangerous Animals Prohibited: It shall be unlawful for any person to keep or harbor a dangerous animal in the City. (Ord. 12, 7 27 1993)~~ Confinement of a Potentially Dangerous Dog: a dog that is determined to be a potentially dangerous dog must be kept in a proper enclosure at all times. If outside, it must be confined to the owner's premises and be wearing a muzzle.

C. Referral to Animal Behavioral Specialist: a dog determined to be a potentially dangerous dog may be evaluated by a professional animal behaviorist. The owner may provide to the City at the time of license a report by such animal behaviorist. If the report states that the dog has been rehabilitated, the dog may no longer be classified as potentially dangerous and is not subject to the requirements of this section.

5-3-11: DANGEROUS DOGS:

A. Dangerous Dogs: any person who has a dog that has been classified as a dangerous dog pursuant to this ordinance or pursuant to Minnesota Statute Section 347.50, subdivision 1, must:

1. Obtain a certificate of registration from the Animal Control Authority. A certificate of registration may be issued when the owner provides sufficient evidence that: a) a proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children that there is a dangerous dog on the premises; b) a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the Animal Control Authority in the sum of at least \$50,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$50,000, insuring the owner and his or her property for any personal injuries inflicted by the dangerous dogs; c) the owner has paid an annual fee that is established by the City Council in addition to any regular dog licensing fees to obtain a certificate of registration for a dangerous dog under this section; and d) the owner has microchip identification implanted in the dangerous dog as required by Minnesota Statute Section 347.515.

2. Dangerous Dog Designation Review. Beginning six months after a dog is declared a dangerous dog, pursuant to Minnesota Statute Section 347.51, subdivision 3 (a), an owner may request annually that the Animal Control Authority review the designation of the dangerous dog. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the dog's behavior has changed, the Animal Control Authority may rescind the dangerous dog classification.

5-3-12: SUMMARY DESTRUCTION OF DANGEROUS DOGS:

Procedure. The Animal Control officer, after having determined that a dog has inflicted substantial or great bodily harm on a human being without provocation, shall proceed in the following manner:

1. The Animal Control officer shall cause one owner of the dog to be notified in writing personally or by mail that the dog is dangerous and may order the dog seized or make such orders as deemed proper. The owner shall be notified as to dates, times, places, and parties bitten, and shall be given 14 days to appeal the order by requesting in writing an appeal hearing before the City Council for a review of this determination.
 - a. If no appeal is filed by the owner with the City Council, the orders issued shall stand or the Animal Control Officer may order the dog destroyed.
 - b. Whenever an Animal Control Officer has reasonable cause to believe that a particular animal represents a clear and immediate danger to the residents of the City because it is infected with rabies or because it is a dangerous animal, If an owner requests a hearing for determination as to the dangerous nature of the dog, the hearing shall be held before the City Council, which shall set the date for the hearing not more than three weeks after demand for the hearing. The records of Animal Control shall be admissible for consideration by the City Council without further foundation. After considering all evidence pertaining to the temperament of the dog, the City Council shall make an order as it deems proper. The City Council may order that the Animal Control officer, after making reasonable attempts to impound such animal, may summarily destroy the animal. (Ord. 12, 7 27 1993) take the dog into custody for destruction, if such dog

is not currently in custody. If the dog is ordered into custody for destruction, the owner shall immediately make the dog available to the Animal Control officer.

c. No person shall harbor a dog after it has been found by the City to be dangerous and ordered into custody for destruction.

Stopping an Attack. If any law enforcement officer is witness to an attack by a dog upon a person or another animal, the officer may take whatever means the officer deems appropriate to bring the attack to an end and prevent further injury to the victim.

5-3-~~12~~ 13: PENALTY:

Any violation of this Chapter is a misdemeanor. Each day on which such violation continues shall constitute a separate offense. (Ord. 12, 7-27-1993)

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

Adopted by the city council of the City of Lauderdale this ___ day of _____, 2006.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, Deputy Clerk

Published in the _____ this
_____ day of _____, 2006.

**CITYCITY OF LAUDERDALE
PERSONNEL POLICY AND PROCEDURES**

SECTION 1. PURPOSE.

The purpose of this ~~p~~Personnel ~~P~~policy and procedures manual is to establish a uniform and equitable system of personnel administration, to define the rights and responsibilities of the City of Lauderdale and each employee and to give fair and equal employment opportunities to all qualified applicants. ~~for the employees of the CityCity of Lauderdale (CityCity), to define the rights and responsibilities of the CityCity and each of its employees, and to give fair and equal employment opportunities to all qualified applicants and employees.~~

SECTION 2. EMPLOYMENT GUIDELINES.

~~This~~The personnel policy and procedures manual is a guideline for the CityCity and its employees regarding CityCity employment. It does not constitute an employment agreement or contract. ~~This~~ These policies and procedures, like all other CityCity policies, ~~may~~ can be amended at any time at the sole discretion ~~by the city council, of the CityCity.~~

SECTION 3. AT-WILL EMPLOYMENT.

All CityCity employees are hired on an at-will basis, ~~This~~ which means that either the employee or the CityCity ~~may~~ can terminate employment at any time and for any reason. Involuntary termination of an employee by the city shall be for cause. ~~or no reason.~~

SECTION 4. EQUAL EMPLOYMENT OPPORTUNITY POLICY.

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

SECTION 5. SCOPE.

Subdivision 1. Positions Covered. This policy will apply to all employees in all positions, except the following:

- a. Elected officials;
- b. Members of all boards and commissions;

- c. Consultants and personnel paid on a fee basis;
- d. Volunteer personnel and personnel appointed to serve without pay;
- e. Emergency personnel;
- f. Independent contractors;
- g. City personnel covered by a collective bargaining agreement where the issue is addressed in the agreement;
- h. City personnel covered by other employment agreements where the issue is addressed in the agreement; and
- gi. Any other person specifically exempted by the ~~City~~City Council.

Subdivision 2. Superseded by Law. No provision of this policy is intended to violate, supersede or conflict with any applicable federal law or regulation, state statute or local ordinance. ~~In the event of if there is a conflict or violation, the statute, rule, regulation or ordinance shall rule. of any such regulation, the offending provision of this policy will be void, but all remaining provisions will remain in effect. If a court of competent jurisdiction declares a part of these policies and procedures null and void, only that specific section shall be removed. All other provisions remain in effect.~~

SECTION 6. DEFINITIONS.

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

- a. ANNIVERSARY DATE ~~— means~~ the month and date of an employee's initial hiring or promotion.
- b. DESIGNATED PERSONNEL REPRESENTATIVE(S) ~~— means~~ the ~~City~~City Council member(s) who act(s) as liaison(s) between the employees and the ~~City~~City Council on personnel matters. For general personnel issues, the designated personnel representative is the City Administrator.
- c. EXEMPT EMPLOYEE ~~— are~~ 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~~domestic partner and children. Immediate family also includes: ~~and the following relatives of either the employee or the employee's spouse:~~ mother, father, brother, sister, grandparent, aunt, uncle, step-parent or legal guardian of either the employee or the employee's domestic partner.
- e. INDEPENDENT CONTRACTOR/CONSULTANT - persons or firms hired by the ~~City~~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 CityCity employees.

- f. NON-EXEMPT EMPLOYEE - employees to whom the federal Fair Labor Standards Act applies.
- g. OVERTIME - time actually worked by non-exempt employees in excess of eight hours per day or forty (40) hours per week. Time worked does not include holidays, vacation time, compensatory time taken or sick leave.
- 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 CityCity employment. Termination can be voluntary, through resignation or retirement, or involuntary, through discharge by the CityCity.

SECTION 7. APPOINTMENTS.

Subdivision 1. Selection Criteria. Appointments for all open municipal positions will be made by the CityCity Council upon the recommendation of the City Administrator. All appointments will be made on the basis of merit and fitness ~~and fitness~~ the candidate's knowledge, skills, abilities and education related to for the position being filled.

Subdivision 2. Examinations. When ~~required by law or~~ deemed appropriate by the CityCity Council ~~to determine an applicant's employment-related qualifications, merit and fitness~~ will be ascertained by written, oral or other examinations, ~~including medical or psychological~~

examinations. An offer of employment may ~~becan~~ be conditioned on successful completion of a pre-employment medical and/or psychological examination.

Subdivision 3. Employment of Relatives of Municipal Personnel. Whenever possible, the ~~City~~City Council will not avoid appointing any person to a municipal position in ~~which~~when he or she would supervise, or is under the supervision supervise or be supervised by of a member of his or her immediate family.

Subdivision 4. Probationary Period. All regular full-time and regular or non-regular part-time ~~appointments-employees are~~ will be subject to the serving of a probationary period. This The probationary period is the period of time the city evaluates the employee's ability to accomplish the essential job duties of the position he or she was hired to complete. It is also the time an employee evaluates the city to see if employment with the City fits his or her expectations. The probationary period shall be six (6) months. The city can terminate the employee at any time with or without cause, during this time and such termination is not subject to grievance or appeal. will be regarded as an integral part of the initial selection and examination process and will be used to observe the employee's work, secure the most effective adjustment of the employee to his or her position and reject any employee whose performance does not meet the required work performance standards.

~~The probationary period for all regular full-time and regular or non-regular part-time City~~City employees will be six (6) months from the date of employment. A probationary new employee may be discharged by the CityCity Council from his or her position at any time during the probationary period for any reason.

~~An interview will be conducted with the probational employee before the probationary period expires. The City~~City Council will also be given a report by the employee's supervisor or other designated person regarding whether the employee's performance has been satisfactory and whether the employee should be retained in the appointed position. At the end of the probationary period, the CityCity Council will designate the employee for regular employment or discharge the employee. The CityCity Council may also extend the probationary period at its discretion. The CityCity Council's decision is final and will be provided to the employee in writing. The City Administrator will conduct a performance review with the employee at three (3) months and go over success and areas where the employee needs improvement. If there are any serious issues present, the Administrator shall inform the employee at that time and indicate that failure to improve performance may result in an extended probationary period or termination. The Administrator shall develop a work plan for the employee to follow in these cases.

SECTION 8. WORK HOURS.

Subdivision 1. Work Schedules. The normal hours of work for all employees will be established by the ~~City~~City Council. Alternate work schedules are to be worked out with the City

~~Administrator and approved by the City Council. with specific work schedules subject to the City Council's approval. Department heads and supervisory~~ Exempt employees are required to work all hours necessary to perform their duties.

Subdivision 2. Part-time and Temporary Employees' Work Schedules. The City shall provide temporary, seasonal and non-regular part-time employees with an advance approximation of hours to be worked during the upcoming year at the time of hiring whenever possible. This approximation is not a guarantee of those hours but rather a guideline subject to change at the City's discretion.

Subdivision 3. Rest Breaks. An employee is entitled to take one fifteen (15) minute rest break during each consecutive four (4) hour period of work, ~~with the permission of the employee's immediate supervisor.~~ Rest breaks should be scheduled to avoid disrupting City business.

Subdivision 4. Meal Breaks. Each employee is provided a thirty (30) minute meal break. ~~An employee may combine rest breaks with the meal break to extend the meal time.~~ The meal break is unpaid time.

Subdivision 5. Flexible Scheduling. Upon discussion with and agreement with the City Administrator and upon approval of the city council, an employee may have his or her schedule rearranged to meet family or other obligations under the following conditions:

- a. The schedule does not result in the employee working overtime hours; and
- b. The employees' ability to complete his or her essential functions are not hindered nor the quality of the work diminished; and
- c. The schedule does not impair the overall function or service level of the city; and
- d. If the administrator determines there are performance issues, he or she may terminate the flexible schedule.

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SECTION 9. BENEFITS.

Subdivision 1. Eligibility. Only regular full-time and regular part-time employees are eligible for benefits. Non-regular part-time employees, temporary and seasonal employees, and independent contractors and consultants are not eligible for benefits provided by the City.

Subdivision 2. Amount of Benefits. Regular full-time employees are eligible for full benefits. Regular part-time employees are eligible for holiday, vacation and sick leave benefits in proportion to the hours they work per week rated on the following scale:

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

Subdivision 3. Holidays. The following days are observed paid holidays:

- New Year's Day - January 1
- Martin Luther King Day - 3rd Monday in January
- Presidents' Day - 3rd Monday in February
- Memorial Day - Last Monday in May
- Independence Day - July 4
- Labor Day - 1st Monday in September
- Veteran's Day - November 11
- Thanksgiving Day - 4th Thursday in November
- The day following Thanksgiving Day - 4th Friday in November
- Christmas Eve Day - December 24
- Christmas Day - December 25
- Personal Day - Employee Choice

Employees shall also receive one (1) personal holiday per year. The date of such personal holiday shall be approved by the employee's supervisor or designated personnel representative. Personal holidays shall be taken during the calendar year earned.

Whenever one of the above holidays falls on a Saturday, the preceding day will be observed as a holiday. Whenever one of the above holidays falls on a Sunday, the following day will be observed as a holiday.

Subdivision 4. Vacation. Vacation may be used as earned after the probationary period has been satisfactorily completed. Vacation is earned each pay period and computed based on the employee's anniversary date.

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

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| Years of Service | Hours per pay period | Days per year | Maximum hours | Maximum Days |
|------------------|----------------------|---------------|---------------|--------------|
| 0 - 5 years | 3.08 hours | 10 | 160 hours | 20 Days |
| 6 - 10 years | 4.62 hours | 15 | 240 hours | 30 days |

0 through 5 years of service — 10 days per year

6 through 10 years of service — 15 days per year

After 10 years of service — One additional day per year not to exceed 20 days per year

Employees with more than ten (10) years of service with the city will accrue an additional .31 hours per pay period for each year of service 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.

~~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 CityCity Council. Regular full-time employees must use at least five (5) days of vacation time during each year of CityCity employment. The word "day" implies a nominal eight-hour shift.~~

- b. Requests. Vacation time must be requested at least ~~forty-eight~~twenty-four (24) hours in advance. Vacation requests must be approved by the employee's supervisor or the designated personnel representative and may be denied in the event of an emergency or if taking a vacation at that time would impair the ~~CityCity's~~ ability to carry out its business.
- c. Legal Holidays during Vacation. Whenever a legal holiday falls on a working day during an employee's vacation, that holiday will not be counted as a vacation day.
- d. Terminal Leave. Any employee leaving the Municipal service in good standing shall be compensated for vacation leave accrued and unused to the date of separation.

Subdivision 5. Sick Leave. Sick leave ~~may can~~ be used as earned upon appointment to ~~CityCity- employment.~~
employment.

- a. Accrual. Sick leave will be ~~accrued~~accrue for all regular full-time employees at the rate of one (1) day per calendar month (3.69 hours per pay period) and ~~may be~~accrued-accrues to a maximum of ninety (90) days or 720 hours.
- b. Use of Sick Leave. Sick leave may be used when: (1) the employee cannot work because of illness, injury or disability of themselves or their immediate family, ~~and~~ (2) for medical, dental, or optical examinations or treatment of the employee or employee's immediate family; or (3) to care for a member of the employee's immediate family who is incapacitated due to injury or illness. 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.~~

Upon separation of employment from the CityCity, for any reason other than discharge for just cause, the employee or their designated beneficiary shall be paid one-half (1/2) of all unused accumulated sick leave, provided that the employee has ten (10) continuous years of service with the CityCity at the time of separation.

~~c. Use for Funerals. An employee may use up to (3) 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 CityCity Council's discretion.~~

Subdivision 6. Jury or Witness Duty. Any regular full-time or regular part-time employee who is required to serve as a juror or as a witness in court regarding CityCity business shall be granted leave with pay while serving in such capacity. Upon completion of jury duty, the employee shall reimburse the CityCity for the amount of jury duty pay, less the amount received for traveling expenses.

Subdivision 7. Leave of Absence without Pay. Upon request, a leave of absence without pay may be granted by the CityCity Council for a period of up to ninety (90) days. No benefits will accrue or be paid out during a period of a leave of absence without pay. Accrued vacation time may be paid out upon request of the employee. This is with the understanding that the vacation is paid out according to the regular pay schedule over regular pay periods, which is the same scenario used to pay for all vacation days earned by the employees. An employee may elect to continue insurance benefits coverage during a leave of absence at the employee's expense. When special circumstances exist, the CityCity Council may, upon request, extend a leave of absence.

Subdivision 8. Parental Leave. An employee who works twenty (20) or more hours per week and has been employed with the CityCity for more than one (1) year is entitled to take an unpaid leave of absence in connection with the birth or adoption of a child or family medical problem. The length of parental leave is up to the parent, but it cannot last longer six (6) weeks or begin more than six (6) weeks after the birth or adoption of the child. If the child must remain in the hospital longer than the mother, the leave may not begin more than six (6) weeks after the child leaves the hospital. The employee is entitled to return to work at the same position and at the same rate of pay he or she was receiving before the leave began. Group insurance coverage paid for by the CityCity will remain in effect for all eligible employees throughout the six week parental leave.

The employee will have the option to continue coverage at his or her own expense if the parental leave extends beyond six weeks.

Requests for parental leave must be made in writing to the City Administrator or designated personnel representative at least two (2) months before the requested leave's starting date.

Subdivision 9. School Conference and Activities Leave. An employee who works twenty (20) hours or more per week and has been employed with the City for more than one (1) year is entitled to take up to sixteen (16) hours during any school year to attend school conferences or classroom activities related to the employee's minor child as long as these activities were planned in advance and could not be scheduled during non-work hours. The employee must request school leave at least ~~forty-eight~~ twenty-four (48/24) hours in advance from his or her supervisor or the designated personnel representative. A reasonable effort should be made to schedule the leave to avoid disrupting City business. Any leave taken under this section will be unpaid. An employee may substitute paid vacation time for unpaid school leave according to the provisions of the City's vacation policy.

Subdivision 10. Military Leave. Every employee to whom Minnesota Statutes Section 192.26 or 192.261 or U.S.C.A., Title 38, Section 2021 applies is entitled to the benefits afforded those sections to the subject conditions therein prescribed.

Subdivision 11. Funeral Leave. An employee receives three (3) days paid leave to attend to the funeral of a member of the employee's immediate family. Funeral leave must be taken on consecutive working days, one of which is the day of death or the day of the funeral. If extended time is necessary, such time may be granted by the City Administrator upon approval of the City Council and will be taken as sick, vacation, unpaid or a combination thereof.

Subdivision 11.2. Insurance. All regular full- and part-time employees ~~may be eligible for covered coverage~~ by a group health, dental, life and disability insurance plan as approved, from time to time, by the City Council. A portion of the monthly premium costs of such insurance plan ~~may be paid by the Municipality, is paid by the city as such portion to be established, from time to time, by the City Council.~~ The employee shall pay the balance of the premium costs, with the exception of life insurance. The city provides coverage provided for the employee equal to 1x salary with a \$50,000 annual maximum. The employer shall pay each employee not enrolled in the employer's health insurance program a set monthly amount, such portion to be established, from time to time, by the City Council: into a deferred compensation fund. In order to qualify, employees must provide proof of insurance. The deferred compensation contribution will end if the employee rejoins the employer's health insurance plan. If the city provides an authorized Health Savings Account plan, any excess in the city contribution and the premium shall be placed in the employee's HSA account as provided in plan documents.

Subdivision 1213. Retired Employees. Retired CityCity employees may continue to participate in the CityCity's health insurance program, at the prevailing appropriate group rate, at the retiree's expense, if offered by the insurance company.

SECTION 10. COMPENSATION.

Subdivision 1. Rates of Pay. All pay rates will be set by the CityCity Council.

Subdivision 2. Overtime Pay. 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 each hour actually worked exceeding eight hours in a day or over forty (40) hours in a given work week. Overtime work must have prior approval by the employee's immediate supervisor or the designated personnel representative except in the case of emergencies. All paid leave time shall be considered time worked for the purpose of computing overtime.

Subdivision 3. Compensatory Time Off. Compensatory time off may be available to non-exempt employees at the CityCity's option as an alternative to overtime pay. If available, non-exempt employees are eligible for compensatory time off at the rate of one and one-half hours for each hour worked in excess of forty (40) hours per week. 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. Accrued compensatory time must be used within one month of accrual. Upon approval of the Administrator, compensatory time can be carried beyond the month when use of the time is not possible within the month. An employee cannot carry more than 40 hours of compensatory time.

Exempt employees may earn compensatory time on an hour for hour basis and such time must be used within one month of accrual. It is understood that the earning of compensatory time does not affect or change the employee's status with regard to the Federal Fair Labor Standards Act. Accumulated compensatory time for exempt employees will not be paid out under any circumstance.

Compensatory time will only accrue when authorized by the employee's supervisor.

Subdivision 4. Pay Days. Employees shall be paid biweekly on alternate Fridays. In the event that either day falls on a weekend or holiday, paychecks will be distributed on the day preceding the weekend or holiday.

Subdivision 5. Attendance at CityCity Meetings. Non-exempt employees who are required by the City Administrator or CityCity Council to attend CityCity meetings at a time when

they are not otherwise scheduled to work will be paid their regular hourly wage for each hour spent at the meeting at the City Council's request. The employee may select to accrue compensatory time for attending meetings at the request of the Administrator or Council. ~~These employees will also receive a credit for their attendance at the meetings to be applied toward the employee's vacation and sick leave accrual for the month. The amount of the credit will be determined by the City Council.~~ Time spent by employees at City Council meetings that is not at the City Council's request will not be compensated.

Subdivision 6. Call Back. An employee called in for work at a time other than the employee's normal scheduled shift will be compensated for a minimum of two (2) hours' compensation at the overtime rate if the total hours worked during the day exceeds (8) eight hours or the hours during the week exceeds (40) forty hours.

SECTION 11. PERFORMANCE EVALUATION.

~~There may be a~~ performance evaluation will be completed annually for each regular full-time and regular part-time employee. The evaluation will include a review of the employee's principal responsibilities, an appraisal of the employee's job performance, a discussion of problem areas, if any, and a plan of action to set objectives for performance and to assist in alleviating any problem areas.

SECTION 12. DISCIPLINARY ACTION.

Employees may be subject to disciplinary action for failing to fulfill their duties and responsibilities as City employees. Discipline could consist of an oral reprimand, a written reprimand, suspension, demotion or involuntary termination depending on the circumstances and severity of the situation.

SECTION 13. GRIEVANCES.

Subdivision 1. General. An employee who believes he or she has a grievance about an employment-related issue may submit the grievance to the City. The decision to invoke the grievance procedure is voluntary. It is up to the employee to initiate the procedure.

Subdivision 2. Procedure. If an employee chooses to submit a grievance to the City, the following procedure should be used:

- a. **Oral report.** The employee should discuss the grievance with his or her supervisor or the designated personnel representative within five (5) working days of the incident.

b. Written report. If the employee is not satisfied with the results of the oral report, he or she may submit a written summary of the grievance to the designated personnel representative. The written report should be submitted within five (5) working days of the employee's receipt of the response to his or her oral report and should include the date the employee made the oral report. A written response to the employee's written report will be issued as soon as possible.

c. Hearing. If the grievance is not resolved by oral or written report, the employee has five (5) working days from the date he or she received the written response to the written report to request a hearing. To request a hearing, the employee must submit a written summary of the grievance, including the dates of the oral and written reports, to the CityCity Council. A hearing will then be scheduled on a mutually convenient date.

d. Decision. The employee will receive the CityCity Council's decision in writing as soon as possible after the hearing. The CityCity Council's decision will be final.

SECTION 14. TERMINATION OF EMPLOYMENT.

Subdivision 1. Resignation. Any employee who voluntarily leaves CityCity employment must give at least fourteen (14) days written notice of resignation. Upon leaving CityCity employment, an employee in good standing will be compensated for all accrued vacation and compensatory -time. An employee is in good standing if he or she gives adequate written notice of resignation and is not under suspension or notice of involuntary termination at the time notice of resignation is given.

Failure to give adequate written notice may be considered cause for denying the employee future CityCity employment and termination benefits. Unauthorized absences from work for a period of three (3) or more working days may be considered a resignation without notice.

Subdivision 2. Involuntary Termination. An employee may be involuntarily terminated for any reason not prohibited by law or for no reason at the will of the CityCity Council. The CityCity Council, at its discretion, may give the employee fourteen (14) days written notice of termination or the financial equivalent thereof.

Subdivision 3. Lay-offs. The CityCity Council may lay off any employee whenever such action becomes necessary in the CityCity Council's judgment, including shortage of work funds, the abolition of a position, or changes in organization; provided, however, that fourteen (14) days written notice be given if practicable. No regular or probationary employee shall be laid off while there is a temporary employee serving in the same class of position or for which the regular or probationary employee is qualified, eligible and available. Any regular employee, upon receiving a lay-off notice, may request to be reduced to a lower paid position within the same department if

the lower paid position is vacant and the employee held the position previously. The request to be reduced must be submitted in writing within seven (7) calendar days of receipt of the notification of lay-off.

SECTION 15. MISCELLANEOUS REGULATIONS: TRAVEL AND RELATED EXPENSES.

Subdivision 1. Travel Expenses. ~~Employees traveling on City business will be~~ reimbursed for reasonable ~~work-related travel~~ expenses when traveling on city business. ~~Acceptable and related expenses are listed below. The employee must complete and submit the appropriate claim form within two (2) weeks of his or her return, along with corresponding receipts, for reimbursement of those expenses.~~

1. Transportation. Employees who travel to in-state training, meetings or conferences are reimbursed actual miles traveled at the federal IRS mileage rate when using their own vehicle. Employees traveling to training, meetings or conferences out of state are to seek the lowest direct cost to the destination. If out of state, the employee will be reimbursed for rental car, shuttle or taxi fare to and from the airport.
2. Meals. Employees who attend meetings, training or conferences away from their normal work area and are required to purchase a meal while at the session, shall be reimbursed actual expenses for meals on the following schedule not to exceed a daily amount of \$36.00:

| | |
|--------------|---------|
| a) Breakfast | \$6.00 |
| b) Lunch | \$10.00 |
| c) Dinner | \$20.00 |

The reimbursement includes a 20% gratuity and does not include alcoholic beverages.

3. Telephone Calls. An employee on an overnight stay will be reimbursed for telephone calls made to family and/or work.
4. Travel with a domestic partner or family. An employee can take his/her domestic partner and/or family on a business trip and can extend the time of the trip using accrued vacation. The city will only reimburse expenses actually incurred by the employee. The employee must pay the difference, if any, in the cost of the lodging.
5. Requesting Reimbursement. The employee must submit an expense claim form for all the expenses incurred while on the trip. The expense claim form must include actual receipts for purchases or, if payment by credit card, a copy of the monthly statement with the expenses highlighted. The completed expense reimbursement form and receipts are turned in to the City Administrator for verification and authorization of expense reimbursement.

~~Subdivision 2. Vehicle expenses. Employees authorized to use their personal vehicles on CityCity business will be reimbursed for vehicle expenses at rates set under federal guidelines or by the CityCity Council by separate contract.~~

SECTION 16. MISCELLANEOUS POLICIES.

Subdivision 31. Political Activity. CityCity employees are specifically prohibited from engaging in the political activities listed below:

- a. Campaigning for a candidate or issue during working hours or while on CityCity business.
- b. Attempting to influence a campaign by specifically alluding to the employee's position with the CityCity.
- c. Participating in a campaign where such participation could cause a conflict of interest with the employee's job duties.

No CityCity employee may hold any other office or employment in citycity, county, state or federal government, or any division thereof, or in the private sector, where the office or employment interferes with the impartial discharge of duties or where it results in giving the employee legislative or elective authority over the CityCity officials or CityCity affairs.

Subdivision 42. Employee Records. Employees must inform the CityCity of any change in their current address, telephone number or emergency contact information as soon as possible after the change becomes effective.

Subdivision 53. Gratuities. CityCity employees and officials may not accept gratuities or presents of any kind from contractors, CityCity residents, or anyone who has business contacts with the CityCity. If a gratuity or present arrives by means other than personal delivery, the item should be turned over to the CityCity Council.

~~Subdivision 6. Property. Employees may use City property only for work-related purposes.~~

SECTION 1517. CRIMINAL HISTORY BACKGROUND CHECK.

The Police Department is authorized to conduct a criminal history background investigation on applicants for positions with the CityCity as provided by this section. This section applies only to applicants who are finalists for paid or volunteer positions with the CityCity, where the CityCity Administrator has determined that conviction of a crime may relate directly to the position sought.

The Police Department may not perform a background investigation unless the applicant consents in writing to the investigation and to the release of the investigation information to the ~~City~~City Administrator or other ~~City~~City Staff as may be appropriate. An applicant's failure to provide consent may disqualify the applicant for the position sought. If the ~~City~~City Administrator rejects the ~~applicant's~~applicant's application due solely or in part to the applicant's prior conviction of a crime, subject to the exception set forth in Minnesota Statutes, section 364, the ~~City~~City Administrator must notify the applicant in writing of the following:

- a) The grounds and reasons for the rejection;
- b) The applicable complaint and grievance procedure set forth in Minnesota Statutes Section 364;
- c) The earliest date the applicant may reapply for employment; and
- d) That all competent evidence of rehabilitation will be considered upon reapplication.
~~Evidence of rehabilitation will be considered upon reapplication.~~

SECTION 4618. SEXUAL HARASSMENT POLICY.

Subdivision 1. Applicability. This sexual harassment policy applies to all officials and employees of the ~~City~~City of Lauderdale, including regular full-time and regular part-time employees, elected and appointed officials, temporary, seasonal and non-regular employees, employees covered or exempted from personnel rules or regulations, and independent contractors and consultants.

Subdivision 2. General. Sexual harassment is a form of sex discrimination prohibited by state and federal law. Employees have the right to a workplace free of sexual harassment.

The ~~City~~City will not tolerate sexual harassment of its employees by anyone -supervisors, other employees, officials or citizens. Persons harassing others will be promptly and firmly disciplined. All personnel must become familiar with this policy and comply with it.

Subdivision 3. Definition. Sexual harassment includes, but is not limited to, unwelcome sexual advances, requests for sexual favors, sexually motivated physical contact, or communication of a sexual nature when:

- a. Submission to such conduct is made either explicitly or implicitly a term or condition of employment or public service;

- b. Submission to or rejection of such conduct by an employee is used as the basis for employment decisions such as promotion, assignment, demotion, discipline, or discharge;
- c. Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working environment.

Subdivision 4. Examples. Behavior that could be considered sexual harassment may include:

- a. Verbal harassment (e.g., sexually-oriented comments, sexually-oriented innuendoes or sexually-oriented derogatory remarks);
- b. Physical harassment (e.g., unwelcome touching, gestures, assault, impeding one's movement or other physical contact that an employee finds offensive);
- c. Visual forms of harassment (e.g., sexually derogatory posters, letters, poems, graffiti, cartoons, use of the Internet or drawings); or
- d. Requests for sexual favors or unwelcome sexual advances.

Subdivision 5. Reporting Procedure. Employees who believe they have experienced sexual harassment or who know of conduct they believe might constitute sexual harassment toward an employee, are required to report it to their supervisor, the designated personnel representative(s), the Mayor, or the CityCity Attorney. The CityCity official who receives the report should inform the designated personnel representative(s), the Mayor or the CityCity Attorney in confidence as soon as possible. If any CityCity employee, official, or the CityCity Attorney directly receives an oral or written complaint from an alleged victim of sexual harassment, he or she must immediately forward the complaint to the designated personnel representative(s), the Mayor or the CityCity Attorney, or direct the alleged victim to report the incident. Failure to forward a report of alleged sexual harassment to the appropriate person(s) could result in disciplinary action against the person(s) who neglected to make the report.

Subdivision 6. Investigation and Recommendation. Upon receiving any report alleging sexual harassment, the designated personnel representative or other appropriate official will conduct an investigation. To the extent possible, the allegations and investigation will be kept confidential. An alleged victim may have a staff person of the same gender present during all contacts with the designated personnel representative. The alleged victim and any witnesses may be asked to put their reports in writing.

If the facts are found to support the allegations, the harasser will be subject to disciplinary action up to and possibly including immediate termination depending on the circumstances and severity of the harassment. The designated personnel representative may report on the investigation and its results to the CityCity Council. The CityCity will keep a complete record of the nature of the complaint, its investigation and its resolution.

Pending completion of the investigation, the designated personnel representative may take any appropriate action necessary to protect the alleged victim, other employees, or citizens.

Anyone who makes a false complaint of sexual harassment or anyone who gives false information during a sexual harassment investigation could also be subject to disciplinary action up to and possibly including immediate termination.

The CityCity may also discipline any individual who retaliates against a person who testifies, assists or participates in any manner in a sexual harassment investigation. Retaliation includes, but is not limited to, any form of intimidation, reprisal or harassment.

SECTION ~~1718~~. EFFECTIVE DATE.

The effective date of these personnel policies is ~~February 10, 2004~~ February 28, 2006. These personnel policies supersede all prior CityCity personnel policies between the CityCity and its employees. With respect to employees whose positions are included in a collective bargaining unit, provisions of the applicable collective bargaining agreements negotiated pursuant to the Public Employment Labor Relations Act (MS 179A.01-179A.25), supersede these rules and regulations on any subject area covered by both the collective bargaining agreement and these rules and regulations.

