

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, MARCH 22, 2016
LAUDERDALE CITY HALL, 1891 WALNUT STREET

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL THE MEETING TO ORDER**
 2. **ROLL CALL**
 3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the March 8, 2016 City Council Meeting
 - c. Claims Totaling \$47,963.84
 4. **CONSENT**
 - a. Street Sweeping Service Agreement
 - b. Revisions to Deputy Clerk – Treasurer Job Description
 - c. PCIC Minutes
 5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
 6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Annual Police Report, SAPD Chief John Ohl
 7. **PUBLIC HEARINGS**
- Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.
8. **DISCUSSION / ACTION ITEMS**
 - a. Community Event Planning
 - b. 2016 Election Update and Absentee Voting Agreement with Ramsey County
 9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
 10. **ADDITIONAL ITEMS**
 11. **SET AGENDA FOR NEXT MEETING**
 - a. Annual Auditor's Financial Report
 - b. Utility Billing Fee Correction Policy
 - c. Comprehensive Plan RFP
 - d. Comcast Cable Franchise Discussion – April 26
 - e. Annual Storm Water Report – April 26
 - f. Storm Water Project Discussion with Capitol Regions Watershed District

12. WORK SESSION

- a. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

Your participation, as prescribed by the Robert's Rules of Order and the standing rules of order and business of the City Council, is welcomed and your cooperation is greatly appreciated.

- b. Fence Ordinance Revisions
c. Predatory Offender Ordinance
d. Nuisance Code Enforcement
e. Community Development Update

13. CLOSED SESSION

- a. 2016-2017 Labor Agreement

14. ADJOURNMENT

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

Page 1 of 3

March 8, 2016

Mayor Dains called the Regular City Council meeting to order at 7:32 p.m.

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

Staff present: Heather Butkowski, City Administrator and Jim Bownik, Assistant City Administrator.

Approvals

Mayor Dains asked for changes to the meeting agenda. There being none, Motion was made by Councilor Grove to approve the agenda, seconded by Councilor Mac Lean and carried unanimously.

Councilor Mac Lean moved to approve the City Council meeting minutes of February 23, 2016. Councilor Grove seconded the motion and carried unanimously.

Councilor Hawkinson moved and seconded by Councilor Mac Lean to approve the claims totaling \$113,969.89. Motion carried unanimously.

Consent

Mayor Dains asked if any Councilors wished to remove items from the Consent Agenda. There being none, Councilor Hawkinson moved and seconded by Councilor Grove to approve the Consent Agenda thereby approving Resolution 030816A Depositing the Excess Unreserved Fund Balance to Capital Improvement Fund; Resolution 030816B Authorizing Interfund Loan for Fund 405 Tax Increment Projects; January Financial Report; Recreation Agreement with City of Roseville; and Selection Assessment Services Agreement with Lisa Lynn Consulting. Motion carried unanimously.

Public Hearing

A. Predatory Offender Ordinance

City Administrator Butkowski has completed research for drafting the ordinance regarding Level 3 offender residency with the basis being distance from parks and group day care centers. Other cities have adopted ordinances with distances ranging from 1,000 to 2,000 feet. Administrator Butkowski noted that 1,000 feet would be a sizable portion of the city but would not preclude residency in Lauderdale. Council discussion ensued with 1,500 feet suggested.

Paul Roufs of 2383 Larpenteur Avenue W questioned the levels of offenders and who the ordinance was addressing. Councilor Hawkinson replied that Level 3 is the only issue the City can address.

Mayor Dains closed the public hearing at 7:38 p.m.

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

Page 2 of 3

March 8, 2016

Following further discussion, Council directed the administrator to provide maps for the next discussion showing the various distances and coverage of the City.

Discussion / Action Items

A. Authorize Bidding of 2016 Seal Coating Project

Mayor Dains introduced Kelly Schlegel of Stantec. Ms. Schlegel reported that the plans and specifications have been completed for bidding the 2016 Seal Coat Project. The City last seal coated in 2008 with the recommended general maintenance standard being to seal coat every 5 to 7 years. The project for bidding is to crack fill and seal coat all of the city streets with two alternates, the first being the city hall and park parking lots and the second being the alleys. The project expected timeline is 3 to 4 weeks for completion.

Motion was made by Councilor Hawkinson and seconded by Councilor Grove to approve the letting of plans and authorize bidding of the 2016 Seal Coat Project. Motion carried unanimously on a roll call vote.

B. Authorize Bidding of 2016 Sanitary Sewer Lining Project

Stantec representative Kelly Schlegel reviewed the sewer lining project that consists of 2,100 feet of mains. The lines were televised and reviewed by City Engineer Amundsen. Several problem areas exist that will be corrected before the lining is completed. Additionally, the manhole castings and lids will be replaced the entire length of Eustis Street, which will help with infiltration.

Motion was made by Councilor Mac Lean and seconded by Councilor Hawkinson to approve letting of the plans and authorize bidding of the 2016 Sanitary Sewer Lining Project. Motion carried unanimously on a roll call vote.

Administrator Butkowski noted the next meeting may include the Annual Police Report. She also noted the 2015 Comprehensive Annual Financial Report presentation on April 12 by Abdo, Eick & Meyers, LLP, Comcast Cable Franchise on April 26, and the Annual Storm Water Report on April 26.

Work Session

A. Public Comment

None.

B. Fence Ordinance

City Administrator Butkowski noted that the fence ordinance discussion began with a resident that had added an extension to their fence with canvas panels. Current ordinance permits six foot fences. Paul Roufs was in attendance being the property owner affected due to height and materials. Mr. Roufs shared information with the council verbally and in writing.

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

Page 3 of 3

March 8, 2016

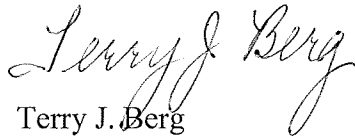
Administrator Butkowski noted that height is one issue but other issues should be reviewed. Council consensus was not to increase the height over six feet.

C. Community Update

Administrator Butkowski reported that three applications have been received for the Deputy City Clerk-Treasurer opening.

There being no further business on the council agenda, motion was made by Councilor Hawkinson and seconded by Councilor Mac Lean, carried unanimously, to adjourn the meeting at 8:07 p.m.

Respectfully submitted,



Terry J. Berg
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

March 22, 2016 City Council Meeting

Payroll

03/11/16 Payroll: Direct Deposit # 502192-502196	\$8,501.34
03/11/16 Payroll: Payroll Liabilities, E-payments 1084E-1087E	\$7,254.52

Vendor Claims

03/22/16 Claims: Check #'s 23243-23265	\$32,207.98
--	-------------

SUBTOTAL \$47,963.84

Total Claims for Approval

\$47,963.84

CITY OF LAUDERDALE

03/12/16 1:06 PM

Page 1

Payments

Current Period: MARCH 2016

Batch Name	Payment	Computer Dollar Amt			Posted
Refer	5323 ICMA RETIREMENT TRUST - 457		Ck# 001084E	3/11/2016	
Cash Payment	G 101-21705 ICMA RETIREMENT		March 11 2016 Payroll		\$1,476.45
Invoice	102125048	3/11/2016			
Transaction Date	3/11/2016	Due 0	NORTH STAR CHE	10100	Total \$1,476.45
Refer	5324 MN DEPARTMENT OF REVENUE		Ck# 001085E	3/11/2016	
Cash Payment	G 101-21702 STATE WITHHOLDING		March 11 2016 Payroll		\$550.89
Invoice		3/11/2016			
Transaction Date	3/11/2016	Due 0	NORTH STAR CHE	10100	Total \$550.89
Refer	5325 NORTH STAR BANK, CHECKING S		Ck# 001086E	3/11/2016	
Cash Payment	G 101-21701 FEDERAL TAXES		March 11 2016 Payroll		\$1,292.05
Invoice		3/11/2016			
Cash Payment	G 101-21703 FICA WITHHOLDING.		March 11 2016 Payroll		\$2,110.78
Invoice		3/11/2016			
Transaction Date	3/11/2016	Due 0	NORTH STAR CHE	10100	Total \$3,402.83
Refer	5326 PERA		Ck# 001087E	3/11/2016	
Cash Payment	G 101-21704 PERA		March 11 2016 Payroll		\$1,824.35
Invoice		3/11/2016			
Transaction Date	3/11/2016	Due 0	NORTH STAR CHE	10100	Total \$1,824.35

Fund Summary

	10100 NORTH STAR CHECKING	
101 GENERAL		\$7,254.52
		<u>\$7,254.52</u>

Pre-Written Check	\$7,254.52
Checks to be Generated by the Computer	\$0.00
Total	\$7,254.52

CITY OF LAUDERDALE

03/18/16 1:09 PM

Page 1

***Check Detail Register©**

MARCH 2016

		Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING				
Paid Chk#	023243	3/22/2016	ADHIKARI, DADIRAM	
E	101-41200-442	MISCELLANEOUS	\$80.00	Social Room cancellation refund
		Total ADHIKARI, DADIRAM	\$80.00	
Paid Chk#	023244	3/22/2016	BECK, GORDON	
E	101-43000-331	TRAVEL EXPENSE	\$15.44	Pavement Life Training Mileage
		Total BECK, GORDON	\$15.44	
Paid Chk#	023245	3/22/2016	CDW GOVERNMENT, INC	
E	101-41200-227	TOOLS & EQUIPMENT	\$714.30	CGS2749 Canon Document Scanner
		Total CDW GOVERNMENT, INC	\$714.30	
Paid Chk#	023246	3/22/2016	CITY OF FALCON HEIGHTS	
E	101-42100-321	FIRE CALLS	\$228.85	February Fire Calls
		Total CITY OF FALCON HEIGHTS	\$228.85	
Paid Chk#	023247	3/22/2016	FINANCE & COMMERCE, INC.	
E	601-49000-327	OTHER SERVICES	\$80.22	742650470 advertise sanitary sewer lining project
E	401-48401-328	STREET REPAIR	\$83.04	742650471 advertise seal coating project
		Total FINANCE & COMMERCE, INC.	\$163.26	
Paid Chk#	023248	3/22/2016	G & K SERVICES	
E	601-49000-425	CLOTHING	\$63.40	2277524-02 February Uniforms
E	602-49100-425	CLOTHING	\$63.40	2277524-02 February Uniforms
		Total G & K SERVICES	\$126.80	
Paid Chk#	023249	3/22/2016	HUGHES AND JOSEPH	
E	101-41500-300	LEGAL FEES - PROSECUTING	\$925.00	0050 February
		Total HUGHES AND JOSEPH	\$925.00	
Paid Chk#	023250	3/22/2016	INTEGRA	
E	101-41200-391	TELEPHONE/PAGERS	\$51.26	13724536 fax line
		Total INTEGRA	\$51.26	
Paid Chk#	023251	3/22/2016	METRO SALES, INC.	
E	101-41200-401	COPIER CONTRACT	\$168.80	INV487772 12/17/15-3/16/16 copier charge
		Total METRO SALES, INC.	\$168.80	
Paid Chk#	023252	3/22/2016	MIDWAY FORD COMPANY	
E	402-48000-560	VEHICLE	\$24,206.24	106951 2016 Ford Pickup
		Total MIDWAY FORD COMPANY	\$24,206.24	
Paid Chk#	023253	3/22/2016	NAPA AUTO PARTS	
E	101-43000-202	PERMANENT SUPPLIES	\$22.99	653836 Headlight
		Total NAPA AUTO PARTS	\$22.99	
Paid Chk#	023254	3/22/2016	NORTH STAR BANK, CHECKING STMT	
E	201-45600-372	MUGS	\$307.56	City Mugs

CITY OF LAUDERDALE

03/18/16 1:09 PM

Page 2

***Check Detail Register©**

MARCH 2016

			Check Amt	Invoice	Comment
total NORTH STAR BANK, CHECKING STMT			\$307.56		
Paid Chk#	023255	3/22/2016	NORTH STAR BANK, PETTY CASH		
E 101-41200-331	TRAVEL EXPENSE		\$15.00		APMP Lunch Meeting - JB
E 101-41200-201	GENERAL SUPPLIES		\$67.71		Garbage Bags, Filters
E 101-41200-203	POSTAGE		\$4.87		Certified Mail - W-2's
Total NORTH STAR BANK, PETTY CASH			\$87.58		
Paid Chk#	023256	3/22/2016	PREMIUM WATERS, INC		
E 101-41200-208	WATER DELIVERY		\$39.42	619861-02-16	February
Total PREMIUM WATERS, INC			\$39.42		
Paid Chk#	023257	3/22/2016	PUBLIC EMPLOYEES INS PROGRAM		
G 101-21706	HEALTH INSURANCE		\$1,720.90	451858	April Insurance Premiums
Total PUBLIC EMPLOYEES INS PROGRAM			\$1,720.90		
Paid Chk#	023258	3/22/2016	RAMSEY COUNTY, PROP REC & REV		
E 101-41500-539	VOTING MACHINE		\$1,491.05	PRREL-00044	New Voting Equipment
Total RAMSEY COUNTY, PROP REC & REV			\$1,491.05		
Paid Chk#	023259	3/22/2016	SAM S CLUB		
E 101-43000-213	LUBRICANTS & OTHER FLUIDS		\$84.14		Oil for Trucks
E 101-41200-201	GENERAL SUPPLIES		\$20.05		Newsletter Frames
Total SAM S CLUB			\$104.19		
Paid Chk#	023260	3/22/2016	US BANK EQUIPMENT FINANCE		
E 101-41200-401	COPIER CONTRACT		\$149.00	299914200	Copier Contract
Total US BANK EQUIPMENT FINANCE			\$149.00		
Paid Chk#	023261	3/22/2016	VERIZON WIRELESS		
E 601-49000-391	TELEPHONE/PAGERS		\$16.29		February
E 101-43000-391	TELEPHONE/PAGERS		\$32.58		February
E 602-49100-391	TELEPHONE/PAGERS		\$16.29		February
Total VERIZON WIRELESS			\$65.16		
Paid Chk#	023262	3/22/2016	XCEL ENERGY, 2430 LARPENTEUR		
E 101-43000-381	ELECTRIC UTILITIES		\$186.53	492163270	2430 Larpenteur Avenue
Total XCEL ENERGY, 2430 LARPENTEUR			\$186.53		
Paid Chk#	023263	3/22/2016	XCEL ENERGY, CITY HALL		
E 101-43000-383	GAS UTILITIES		\$259.23	492094898	City Hall
E 101-43000-381	ELECTRIC UTILITIES		\$175.95	492094898	City Hall
E 101-43000-381	ELECTRIC UTILITIES		\$14.14	492187914	1821 Eustis Street
E 101-43000-383	GAS UTILITIES		\$36.67	492187914	1821 Eustis Street
Total XCEL ENERGY, CITY HALL			\$485.99		
Paid Chk#	023264	3/22/2016	XCEL ENERGY, PARK & GARAGE		
E 101-43000-381	ELECTRIC UTILITIES		\$41.43	492600721	1917 Walnut Street
E 101-43000-383	GAS UTILITIES		\$101.80	492600721	1917 Walnut Street

CITY OF LAUDERDALE

03/18/16 1:09 PM

Page 3

***Check Detail Register©**

MARCH 2016

	Check Amt	Invoice	Comment
E 101-45200-381 ELECTRIC UTILITIES	\$55.25	492600721	1885 Fulhams Street - Warming House
E 101-45200-383 GAS UTILITIES	\$65.31	492600721	1885 Fulham Street
Total XCEL ENERGY, PARK & GARAGE	\$263.79		
<hr/>			
Paid Chk# 023265 3/22/2016 XCEL ENERGY, STREET LIGHTING			
E 101-43000-380 STREET LIGHTING	\$45.69	492145263	Lauderdale Bridge Lights
E 101-43000-380 STREET LIGHTING	\$57.18	492161634	Larpenteur Avenue
E 101-43000-380 STREET LIGHTING	\$501.00	492285092	February Street Lighting
Total XCEL ENERGY, STREET LIGHTING	\$603.87		
10100 NORTH STAR CHECKING	\$32,207.98		

Fund Summary

<u>10100 NORTH STAR CHECKING</u>	
101 GENERAL	\$7,371.54
201 COMMUNITY EVENTS	\$307.56
401 CAPITAL IMPROVEMENT STREETS	\$83.04
402 CAPITAL IMPROVEMENTS	\$24,206.24
601 SEWER UTILITIES	\$159.91
602 STORM SEWER ENTERPRISE FUND	\$79.69
	<hr/>
	\$32,207.98

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date March 22, 2016

ITEM NUMBER Street Sweeping Quotes

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff received a quote from Mike McPhillips, Inc. Similar to last year, staff did not solicit additional quotes as Mike McPhillips has been the only company that consistently meets the City's expectations in terms of quality of sweep and attention to detail. Staff will solicit additional quotes if the Council would like. The City also enters into service agreements with contractors; which is included with the motion.

OPTIONS:

Approval of Mike McPhillips, Inc. completing the annual street sweepings or direct staff to get additional quotes.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves contracting with Mike McPhillips, Inc. to perform the 2016 spring and fall street sweeping at a cost not to exceed \$6,000 and direct staff to enter into a service agreement with them.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

March 7, 2016

The City of Lauderdale is requesting a quote for the following work:

- In the spring, sweep all city streets, alleys, and city-owned parking lots.
- In the fall, sweep all city streets, alleys, city-owned parking lots, and two county roads: Eustis Street from Roselawn Avenue to Larpenteur Avenue and Roselawn Avenue from the TH280 sound wall to Fulham Street.
- This is approximately 5.5 miles of streets.
- Timing of the sweeps will be coordinated by the Public Works Coordinator. The fall sweeping is expected to occur after the vast majority of the leaves have fallen.

PROCEDURE

1. First day of sweeping must be a Tuesday, Wednesday, or Thursday. No street sweeping shall be done on Mondays (city-wide garbage and recycling collection day).
2. Day 1: sweep streets curb to curb and all paved surfaces of the alleys/parking lots.
3. Day 2: clean up remaining areas not swept.
4. All sweepings must be hauled away at contractor's expense.

CITY TO PROVIDE

1. Posting of "no parking" street signs.
2. Street map of Lauderdale.
3. Daily supervision of areas to be swept.
4. Space to park sweeper overnight at city garage.

CONTRACTOR TO PROVIDE

1. Hydrants for water are available. Contractor must make arrangement with St. Paul Regional Water to purchase the water (they own the local water utility).
2. Affidavit of insurance – prior to start date.
3. Agree to the terms of the City's Service Agreement.
4. *NEW: Estimate of yards of material hauled away.*

Please return the quote by Wednesday, March 16, 2016. The City reserves the right to accept or reject quotes for any reason.

Company Name Mike McPhillips, Company Contact Michael Edge

Address 825 Concord Street North

City South St. Paul State MN Zip 55075

Phone 651-451-4030 Fax 651-451-4015 Email mike@mcpPhillipsinc.com

Type of Sweeper and Dump Trucks Used Elgin Pelican sweepers International & Peterbilt
Dump Trucks

Total not to exceed (including labor): \$ 6,000.00 total sum

Cost per additional sweeping, if requested by the City (Hourly rate): \$ 87.00

Signature:  Date: 3/14/2016

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.

Contract between the City of Lauderdale and Mike McPhillips, Inc.

This contract (the "Agreement") is made and entered into this 22nd day of March, 2016, between the City of Lauderdale, Minnesota (the "City"), and Mike McPhillips, Inc., (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services:

- In the spring, sweep all city streets, alleys, and city-owned parking lots.
- In the fall, sweep all city streets, alleys, city-owned parking lots, and two county roads: Eustis Street from Roselawn Avenue to Larpenteur Avenue and Roselawn Avenue from the TH280 sound wall to Fulham Street.
- This is approximately 5.5 miles of streets.
- The timing of the sweepings will be coordinated with the City's Public Works Coordinator. The fall sweeping is expected to occur after the vast majority of the leaves have fallen.
- All sweepings must be hauled away by the contractor at contractor's expense.
- The first day of work must be a Tuesday, Wednesday, or Thursday. No street sweeping may be done on Monday.

2. Compensation. The City agrees to pay the Contractor an amount not to exceed the quoted price of \$6,000.00. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

3. Term. This agreement is applicable for spring and fall street sweepings in 2016.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

- A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit. The City shall be named as an additional insured.

- C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

6. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

7. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- E. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- F. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. No Waiver by City. By entering into this agreement, the City does not waive its entitlement to any immunity under statute or common law.
- H. Termination. Either party may terminate this agreement at any time for any reason. If the contract is terminated early, the City will pay a pro rated fee for services performed to date.

IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Lauderdale, Minnesota

By: _____
Jeffrey Dains, Mayor

Contractor

And: _____
Heather Butkowski,
City Administrator

Michael Edge, Mike McPhillips, Inc.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date March 22, 2016
ITEM NUMBER Deputy Clerk Job Description
STAFF INITIAL AB
APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council recently adopted the revised Deputy Clerk-Treasurer job description. Based on the limited pool of applications received, staff are asking the Council to make one revision that appears to be a barrier to getting a larger candidate pool. On page 2, staff propose changing the minimum qualification of "4 years of administrative and/or financial experience in municipal government" to simply "Administrative and/or financial experience in municipal government."

STAFF RECOMMENDATION:

By approving the Consent Agenda, the City Council approves the revised Deputy City Clerk—Treasurer job description.



JOB DESCRIPTION

Job Title: Deputy City Clerk-Treasurer

Department: Administration

Reports to: City Administrator

FLSA Status: Non-Exempt, Full-time

Wage Scale: \$21.69 per hour - \$27.13 per hour

DESCRIPTION:

Under limited supervision, this position performs all Clerk related functions including records management and data practices; preparation of Council agendas and related documents; business and rental housing licenses; election administration; performs all Treasurer related functions including accounts payable, accounts receivable, cash receipting, budget preparation, and audit preparation. This position also provides support to the City Administrator and City Council.

DUTIES INCLUDE:

Clerk

- Prepare and distribute City Council agendas and packets including public meeting notices. Completion of Council meeting minutes. Serve as Notary Public.
- Administer, organize and conduct primary and general elections including election judge recruiting and training, arrange polling place, candidate filing and financial reports, absentee voting, maintain and ballot test voting equipment. Ensure election procedures are in compliance with election laws.
- Assist the public and staff by providing/interpreting policies, procedures, rules and regulations, ordinances, etc. including federal, state and local laws to the public and internal customers.
- Administer the City-wide Records Management Program and Records Retention Schedule. Maintain official City records such as ordinances, resolutions, code books, agenda packets, affidavits of publication, minutes, contracts, etc. including converting paper records to electronic using Laserfiche software, posting and publishing legal notices in conformance with laws.
- Manage the license/permit process for liquor, tobacco, peddler, businesses and rental housing.
- Process building permits, plumbing permits and mechanical permits and schedule inspections; maintaining calendar for inspections.

- Assist the Data Practices Responsible Authority and Compliance Official pursuant to the Minnesota Data Practices Act.

Treasurer

- Performs accounts receivable function including general invoicing, limited utility billing, collections and certification of uncollectable delinquencies.
- Performs accounts payable function including accounts payable payment, vendor records and tax reporting.
- Performs general ledger maintenance, account reconciliation and fund reconciliation.
- Performs accounting and reconciliation for tax receipts and special assessments.
- Reconciles investments monthly and assists the City Administrator in placing or redeeming investments.
- Codes cash receipts and enter into financial management for deposits.
- Prepares journal entries as needed monthly and for year-end process for audit.
- Assists the City Administrator in preparation of the annual budget and ten-year capital improvement plan.
- Responsible for preparing audit work papers and confirmation letters.

General

- Remain current in Clerk and Treasurer matters, evaluate their impact on City and make recommendations. Research information and compose reports, letters and memorandums as directed.
- Other duties and special projects as assigned.

QUALIFICATIONS:

Minimum Qualifications

- High School Diploma or equivalent
- Administrative and/or financial experience in municipal government
- Intermediate level proficiency with Word and Excel
- Valid driver's license and satisfactory motor vehicle record

Desired Qualifications

- Associate degree in business, accounting, office administration or closely related field
- Minnesota Certified Municipal Clerk designation (MCMC) and or/International Institute of Municipal Clerks (IIMC) certified
- Previous experience as Deputy City Clerk, City Clerk, Treasurer or Municipal Accounting position
- Experience working with elections and knowledge of elections laws and procedures
- Experience in records management, data practices and open meeting law

TOOLS AND EQUIPMENT USED:

Computer, copier, scanner, telephone, calculator, fax machine, and election equipment. Computer software includes Microsoft Office Suite and Laserfiche, financial accounting software of Banyon and Springbrook/Accela.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit at a desk and move around the office; talk/hear; use hands to finger, handle or feel objects, goals to controls; and reach with hands and arms. Specific vision abilities required by this job include close vision and ability to adjust focus.

The employee must occasionally lift and/or move 25 pounds and is able to drive to off-site meetings and trainings.

WORK ENVIRONMENT:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

OTHER:

Hours: Typically Monday through Friday, from 8:00 a.m. – 4:30 p.m.; with the exception of council meetings and elections.

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u>March 22, 2016</u>
Special <u> </u>	ITEM NUMBER <u>PCIC Minutes</u>
Public Hearing <u> </u>	STAFF INITIAL <u>Jim.</u>
Report <u> </u>	APPROVED BY ADMINISTRATOR <u> </u>
Discussion/Action <u> </u>	
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached are the minutes from the Park & Community Involvement Committee meeting of March 14, 2016.

- OPTIONS:**
- 1) Approve as consent item.
 - 2) Remove from consent for discussion and/or action.

STAFF RECOMMENDATION:
 By approving the consent agenda, the Council acknowledges receipt of and placing on file the attached minutes of the Park & Community Involvement Committee.

COUNCIL ACTION:

**PARK & COMMUNITY INVOLVEMENT COMMITTEE
MINUTES
MONDAY, MARCH 14, 2016**

1. CALL TO ORDER

Eisenschenk called the meeting to order at 6:43 p.m.

2. ROLL CALL

Members Present: Matt Eisenschenk, Susie Zahratka,
Dan Murphy, Marilyn Smith

Members Absent: April Brandt, Monica Gallagher

Staff & Council Present: Jim Bownik, Heather Butkowski, Roxanne Grove

Others Present:

3. APPROVAL OF THE AGENDA

Smith motioned to approve the agenda, second by Zahratka. Motion carried unanimously.

4. APPROVAL OF MINUTES OF OCTOBER 5, 2015 MEETING

Smith motioned to approve the minutes, second by Zahratka. Motion carried unanimously.

5. REPORTS

6. DISCUSSION/ACTION

A. Committee Goals (follow up to council/committee work session)

Bownik provided background information and introduced Butkowski to lead the discussion. Butkowski began with a historical perspective starting with the organizing of the Civic Club in 1958 and the transition of events to the city in the 1990s. Butkowski addressed recent concerns about the lack of volunteers for events and the ability to recruit and retain committee members. She mentioned some new tools that should help including Facebook, the Minnesota Grown Directory and using an online volunteer scheduler to better identify volunteer opportunities.

Butkowski also discussed the structure of the committee. There is support to change the name of the committee for broader appeal and to reflect the decreased need for park planning by the committee. There is also support to hold planning meetings open to anyone involved with the planning of a particular event.

Bownik added that one of the goals of these discussions is to improve community involvement by looking at the needs of the community and if the current events still meet a community need. Another goal is to see if

community leaders would be willing to help fill those needs by leading an event or aspect of an event, with staff in a support role. This would help create an emotional connection with residents, and improve creativity and interest. Smith offered to discuss the new ideas with residents at Brandychase, as it may be an untapped resource.

Bownik mentioned how Day in the Park has been simplified and streamlined by necessity and may no longer meet a community need as it once had. Grove mentioned that the event still has too few volunteers and is very labor intensive with the set up and clean up. There are other events in August that may dilute interest in the event including the Farmers Market, MN Night to Unite and a Primary Election. The committee discussed the idea of not having Day in the Park, but taking aspects of the event and adding them to the five Farmers Markets to enhance those events and build interest. Aspects discussed include the water slide, puppet wagon, music, bounce house and games. Eisenschenk mentioned a baseball game would add interest as well.

Murphy and Zahratka offered to lead a group that organizes a new winter festival. Murphy mentioned ideas for the event such as cross country skiing, ice skating, horses, sledding, a bonfire, S'mores and hot chocolate. Eisenschenk offered to manage the bonfire aspect of a new winter event. Bownik mentioned Brandt may be interested in helping as well.

Next steps include discussing support for these new ideas with the city council and setting up a planning meeting in April for the Farmers Markets and later for Halloween. Staff will work on contacting groups involved with Day in the Park such as the Northern Lights 4H Club, Lazy Does It and the puppet wagon to see if they could be part of the Farmers Market events this year instead of Day in the Park. Staff will also work on preparing information about any changes for the next newsletter.

7. OTHER BUSINESS

8. SET PRELIMINARY AGENDA FOR NEXT MEETING

The agenda for the next meeting is TBD.

9. SET DATE FOR NEXT MEETING

The committee meets on Mondays at 6:30 p.m. The next meeting date is TBD.

10. ADJOURNMENT

The meeting was adjourned at 8:00 p.m.

Respectfully submitted,

Jim Bownik
Assistant City Administrator / PCIC Staff Liaison

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>March 22, 2016</u>
Special _____	ITEM NUMBER <u>2016 Community Events</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action <u>X</u>	
Resolution _____	
Work session _____	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Heather, Roxanne, and I met with the PCIC last week as a follow up to the council/committee meeting (see the minutes for more information). There was consensus to not have Day in the Park, but roll aspects of that event into the farmers markets. This would eliminate one of August's three community events and is expected to help grow the farmers markets (along with being a member of Minnesota Grown).

There was also consensus to restructure the committee with a new name that does not involve park planning. The name has not yet been determined. Planning meetings for events would be arranged at more flexible days/times to allow more opportunities for residents to participate. We would also make use of online scheduling to attract volunteers. We think all of these things will attract more leaders and open new ways for residents to use their time and talent to build engaging community events instead of simply doing things out of a sense of tradition. It may encourage those that like to volunteer but don't want to join the committee to be more active with the planning, organizing and managing of an event. Here is a tentative schedule for the year:

Saturday, May 21: City-wide Garage Sale

June Farmers Market

- Family friendly entertainment and picnic (TBD)

July Farmers Market

- Water slide, bounce house and ice cream truck

August 2: MN Night to Unite

August Farmers Market

- Game Night (including the Mayor's Games) and food truck

September Farmers Market

- Lazy Does It Dixieland Band and Vendor Fair

Saturday, September 17: 5K Fun Run/Walk (tentative)

October: Farmers Market

October 31: Halloween Party

OPTIONS:

Discuss and provide direction to staff and the PCIC.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 22, 2016
 ITEM NUMBER 2016 Election Year
 STAFF INITIAL AB
 APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

While the country is in full election mode, staff are starting to get ready too. Voters will see changes when they vote at City Hall this year as the new election equipment is being rolled out by Ramsey County. Staff will receive training in May and then train our judges in June or July. Staff also ordered a couple of voting booths to try out and to begin replacing some of the very vintage ones we have.

The voting equipment has the functionality to do many new things such as recording ballots cast for multiple precincts, providing for easier use by the disabled, and allowing for absentee voters to cast their ballots into the machine instead of relying on a series of envelopes. Current state law is expected to change over time to take advantage of these features.

Before Terry accepted her new position, the preliminary plan was to handle absentee voting in house as we have always done because Terry was experienced in running elections. With the likelihood that the new Deputy Clerk-Treasurer won't have election experience, staff are reconsidering this plan. Ramsey County Elections is offering three options this year for absentee ballot (AB) management. These options stem from the fact that absentee voting is now run like an election separate from the one of election day.

Without another experienced election official in the office, Option C will be difficult as we are expected to receive about 150 ABs. Option B doesn't make sense as city staff would have to drive ABs to the County every three to five days to be counted. This leaves Option A. With Option A, staff still would provide absentee voting to walk-ins at City Hall; we would also mail out AB requests. However, mail in voters' ballots would be sent directly to the County to be processed. Staff would only be responsible for bringing the in-person ballots to the County for counting and safekeeping, including processing rejected ballots. Since the majority of voting is by mail, this will help staff but it will also prevent the usual crunch judges deal with on election night when some are pulled aside to handle the ABs while the rest tally the election day results. It is the most expensive option at an expected cost of \$525 to \$800 dollars but obviously saves time and money elsewhere. Many Ramsey County cities have gone away from absentee voting at City Hall but I still think it is an important service; the additional support provided by the County will make it more manageable.

STAFF RECOMMENDATION:

Motion to approve having Ramsey County Elections provide absentee voting services as defined as Option A in the attached document at a cost of \$5.25 per ballot.

February 19, 2016

TO: Ramsey County Local Election Officials

FROM: Joseph Mansky
Ramsey County Elections Manager

SUBJECT: OPTIONS FOR PROCESSING AND COUNTING ABSENTEE BALLOTS IN 2016

Section III(E)(3) of the joint powers agreement provide the cities with an opportunity each year to select one of three options for processing and counting absentee ballots. This is now the time to select your option for the 2016 state elections.

The three options are as follows.

- Option A RC Elections will: 1) accept/reject all absentee ballots submitted by city voters; 2) conduct the daily audit of AB transactions; 3) open ballot envelopes and initial ballots; and 4) count the ballots. The cost of selecting Option A will be \$5.25 per AB transaction.
- Option B RC Elections will: 1) open ballot envelopes and initial ballots and 2) count the ballots. The cost of selecting Option B will be \$1.02 per AB transaction.
- Option C The city will perform all accepting/rejecting, auditing, processing and counting duties itself. The city will assume all costs of Option C.

For those cities that choose Option C, we will provide you with a sufficient number of ballot counters to count the estimated number of absentee ballots that we expect you will receive this year, at no additional cost to you.

Remember that with all three options, the cities will retain the responsibility to conduct both in-person absentee voting at city hall and all mail voting for city voters. The cities will pay these costs directly.

Please let me know by March 22 which of these three options you would like to select for 2016.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 22, 2016
 ITEM NUMBER Fence Ordinance
 STAFF INITIAL AS
 APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff revised the draft fence ordinance based on the previous Council discussion concerning fence heights. At this meeting, staff is looking for Council perspective on a few other issues so we can ensure the ordinance and staff practices are meeting the Council's expectation.

Section 9-7-1 was revised to allow for a clearer understanding of what is and isn't a fence and to allow the Council to set different standards for boundary versus non-boundary fences.

Section 9-7-3 establishes a maximum height of six feet for residential fences. It also requires property owners to get permits for modifications to existing fences so that staff can verify the owner's plans are in conformance with city code. Picture A shows an example of someone who modified an existing fence.

Staff made a first attempt at defining fence maintenance versus reconstructing enough of a fence that it required a permit. The standard in the draft is pretty strict at only being able to replace one section and two posts in a year. A more lenient standard would be something like one whole side of a fence. Since many fences are old, the issue is whether the City Council wants owners to confirm that their fences are not encroaching on other's property.

Section 9-7-3 specifically would not require permits for the small fences that are basically pushed into the ground so long as they are not boundary fences. If the Council feels these types of fences can be used as boundary fences, staff will change the language. An example of this is identified as Picture B. The current ordinance doesn't provide clear guidance on this type of fencing as it is not structural or permanent in nature.

9-7-4 provides parameters for property owners with changes in grade as some portions of their fences may end up exceeding six feet.

9-7-5 fleshes out what materials boundary fences can be made from. Pictures C and D demonstrate a common type of fencing found around town. The draft ordinance would require new fences be made from wood, vinyl, chain link, or "decorative steel, aluminum, or wrought iron." Stakes with the utility or field fencing then would not be allowed going forward. Similarly, I am looking for the Council's perspective on slats in chain link fences—Picture F.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I spoke to Janine Erkenbrack, the person requesting to build a seven foot privacy fence along Larpenteur Avenue. I am anticipating she will attend Tuesday's meeting. She discussed bringing in pictures of the type of fence she would like to build. I explained to her that the Council seemed set on limiting fences to six feet but the Council has discretion in the matter.

Based upon the conversation, staff plan to bring the draft ordinance back for discussion at least one more time prior to adoption.

CHAPTER 7

FENCES AND RETAINING WALLS

SECTION:

- 9-7-1: Definitions
- 9-7-2: Scope
- 9-7-3: Permits ~~Required~~
- 9-7-4: Regulations
- 9-7-5: Boundary Fence Materials
- 9-7-6: Variance
- 9-7-7: Conformance
- 9-7-~~6~~8: Penalty

9-7-1: DEFINITIONS:

~~For the purpose of this Chapter, the term "fence" means any structure, intended for protection, enclosure or privacy, which is constructed of wood, iron or other material and including backstops but excluding parts of buildings.~~

Boundary Fence: A fence parallel to the property line.

Fence: Any partition, structure, wall, gate or other object erected as a divider marker, physical or visual barrier, or enclosure located along the boundary, or within a yard.

Privacy Fence: A fence used for screening of outdoor living areas and for enclosures where restricted visibility or protection is required or desired.

~~For the purpose of this Chapter, the term "Retaining wall" means a~~ Retaining wall:-
A structure constructed to hold back or support an earthen bank.

9-7-2: SCOPE:

The provisions of this Chapter are intended to supplement the provisions of Title 10 of this Code relating to fences and retaining walls.

9-7-3: PERMITS ~~REQUIRED~~:

A. Residential Properties: The construction of ~~all~~ fences over six feet above grade ~~shall require a building permit~~ is not allowed. The construction of ~~all~~ fences six feet above grade or less shall require a fence permit.

B. Commercial And Industrial Properties: Fences in commercial and industrial areas may be erected abutting the lot line to a height of six feet plus two feet for a security (barbed wire or other) arm. The construction of fences seven feet above grade or less shall require a fence permit. The construction of fences seven feet above grade or more shall require a building permit.

C. Fence or building permits are required for fence modifications that expand the length or height of an existing fence on any property.

D. Permits are not required for maintenance which includes: painting; replacing up to one section not exceeding eight feet in length; and replacing up to two posts in any calendar year. Maintenance does not include increasing the height of the fence.

E. Permits are not required for non-boundary fences that do not exceed three feet in height and are secured by posts no deeper than six inches into the ground.

The construction of all retaining walls ~~over~~ four feet ~~above~~ grade in height or greater shall require a building permit. The construction of ~~all~~ retaining walls four feet above grade or less shall require a retaining wall permit. Retaining walls are measured from the bottom of the footing to the top of the wall.

9-7-4: REGULATIONS:

A. Maintenance: All fences and retaining walls shall be regularly maintained and kept in good repair. Vegetation surrounding the fence or retaining wall shall be trimmed and well maintained.

B. Setback: In the event a fence or retaining wall is adjacent to and parallel with the front lot line (or side lot line on the street side of a corner lot), such fence or retaining wall shall be set back at least one foot from the street right of way or property line. In the event a fence or retaining wall is adjacent to and parallel with a platted alley, such fence or retaining wall shall be set back at least two feet from the alley right of way or property line.

~~C. Solid Fences: Solid fences in excess of six feet above adjacent ground grades shall be prohibited.~~

D. Face of Fences: That side of the fence considered to be the face (finished side as opposed to structural supports) shall face abutting property.

~~ED~~. Public Rights Of Way: No fences or retaining walls shall be permitted on public rights of way without approval of the City Council.

~~FE~~. Abutment To Property Lines: Fences and retaining walls may be permitted along property lines subject to the following:

1. Physical Damages: Fences and retaining walls may abut property lines provided no physical damages of any kind results to abutting property.

~~2. Commercial And Industrial Districts: Fences in commercial and industrial districts may be erected abutting the lot line to a height of six feet plus two feet for a security (barbed wire or other) arm.~~

~~32~~. Certificate Of Survey: Where the property line is not clearly defined, a certificate of survey may be required by the Building Official or Zoning Administrator to establish the property line.

~~4. Height of Fences: Fences located within the side and rear yard setback areas beginning at the rear building line and fences located within the buildable area of a lot shall not exceed seven feet in height from finished grade.~~

~~53~~. Front Setback Area: No fence or retaining wall along or within the front setback area shall be permitted without the approval of the City Council.

4. Adjusting for Contours and Grade: At no point may fence panels exceed six feet in height nor shall fence posts exceed six and one-half feet in height from grade.

9-7-5: BOUNDARY FENCE MATERIALS:

A. Privacy fences shall be made from wood, vinyl, or composite material designed for fence applications. Privacy fences in residential areas shall not be made from chain link or metal fencing with slats.

B. All other fences shall be made from wood; vinyl; decorative steel, aluminum, or wrought iron; or chain link designed for fence applications.

C. Materials that may not be used include garden and utility fencing or fabric. These materials are commonly referred to as snow or safety fencing; chicken wire; poultry fencing, hardware cloth, lawn fencing; and lattice.

| 9-7-~~56~~: VARIANCE:

Any person wishing to erect or construct a fence or retaining wall in a manner contrary to this Chapter or Title 10 of this Code shall first obtain a variance from the City Council for that purpose.

9-7-7: CONFORMANCE

Nothing herein is intended or shall be deemed to make legal or conforming any fence constructed prior to [insert effective date of this amendment] which was not constructed in full compliance with the terms of this ordinance then in effect.

| 9-7-~~68~~: PENALTY:

~~The v~~Violations of this Chapter shall constitute a misdemeanor-
~~subject to penalty as provided in Section 1-4-1 of this Code.~~
Each day that a violation remains shall constitute a separate offense. The City may also take enforcement action it finds appropriate, as described in Section 10-3-6-~~B~~ of this Code.

SECTION 2. This ordinance shall be effective upon its adoption and publication.

Adopted by the Lauderdale City Council this Xth day of March, 2016.

Jeffrey Dains, Mayor

ATTEST:

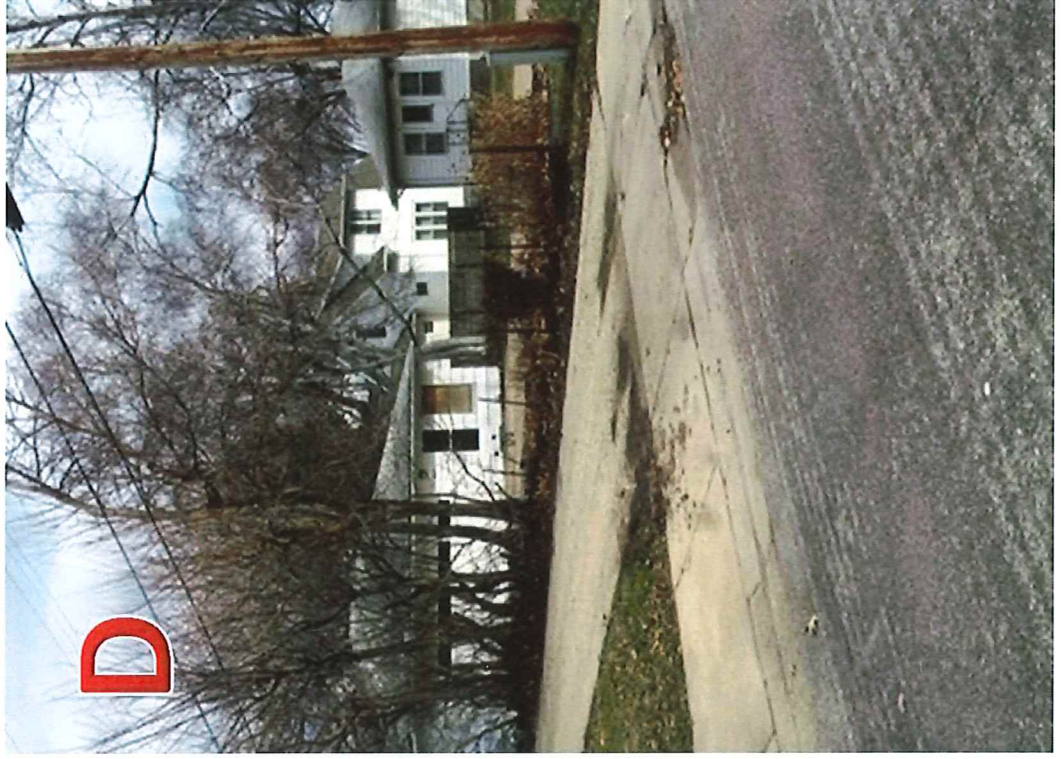
Heather Butkowski, City Administrator

Published in the Roseville Review the Xth day of April, 2016.

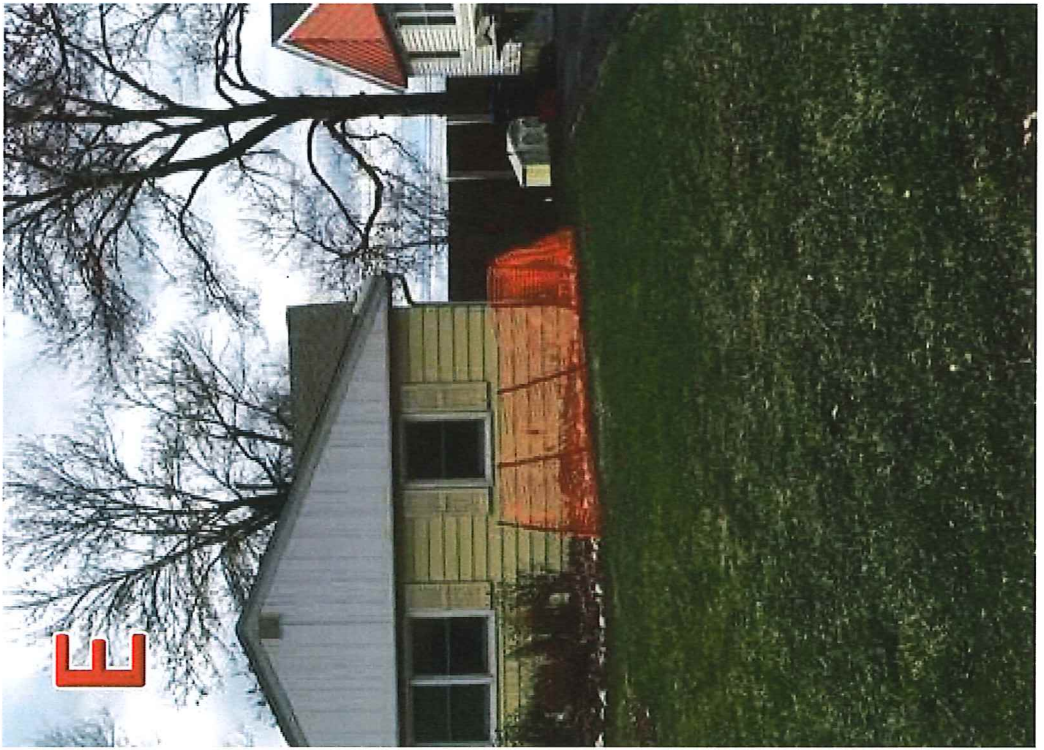
Fences around Town



Fences around Town




Fences around Town



**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested	
Consent	_____
Public Hearing	_____
Discussion	_____
Action	_____
Resolution	_____
Work Session	___X___

Meeting Date	March 22, 2016
ITEM NUMBER	<u>Predatory Offenders Ord.</u>
STAFF INITIAL	<u></u>
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council previously discussed whether to adopt a predatory offender ordinance. The ordinance would limit where level three sex offenders can live within Lauderdale. The restrictions would be around areas where people, especially children, congregate such as parks and day care centers. Based upon the previous Council discussion, staff created maps from the County's GIS system to show distances of 1,000, 1,500, and 2,000 feet from the City's two parks. The City's licensed day care centers further restrict the areas where offenders could live but those restriction areas will change as daycare centers come and go.

As the language of the ordinance is pretty boilerplate, the only issue to resolve is how far from parks and daycare centers to restrict level three sex offenders. This is left to the judgement of the Council based upon how you see families and children using and accessing the parks. Staff will finalize the ordinance after this meeting and bring back for adoption at the next one.

STAFF RECOMMENDATION:

**CITY OF LAUDERDALE
ORDINANCE NO. 16-01**

**An Ordinance Adding Title 5, Chapter 11 to the
Code of Ordinances Regarding Predatory Offenders**

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

SECTION 1. Creating Chapter 11 Predatory Offenders under Title 5 Police Regulations.

SECTIONS:

- 5-11-1: Findings and Intent
- 5-11-2: Definitions
- 5-11-3: Prohibited Location of Residence
- 5-11-4: Exceptions
- 5-11-5: Penalties

5-11-1: FINDINGS AND INTENT

Repeat predatory offenders present an extreme threat to public safety. Predatory offenders are likely to use physical violence and to repeat their offenses, and most predatory offenders commit many offenses, have many more victims than are ever reported, and are prosecuted for only a fraction of their crimes. This makes the cost of predatory offender victimization to society at large, while incalculable, unmistakably steep.

It is the intent of this chapter to serve the city's compelling interest to promote, protect, and improve the health, safety, and general welfare of Lauderdale citizens by creating areas around locations where children are known to regularly congregate in concentrated numbers wherein certain predatory offenders are prohibited from establishing temporary or permanent residence.

5-11-2: DEFINITIONS

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them, except where the context clearly indicates a different meaning:

DESIGNATED PREDATORY OFFENDER: means any person who has been categorized as a Level III predatory offender under Minnesota Statutes Section 244.052, a successor statute, or a similar statute from another state in which that person's risk assessment indicates a high risk of re-offense.

PERMANENT RESIDENCE: means a place where a person abides, lodges, or resides for 14 or more consecutive days.

TEMPORARY RESIDENCE: means a place where a person abides, lodges, or resides for a period of 14 or more days in the aggregate during any calendar year and which is not the person's permanent address, or a place where the person routinely abides, lodges, or resides for a period of four or more consecutive or non-consecutive days in any month and which is not the person's permanent residence.

SCHOOL: means a public or nonpublic elementary or secondary school.

LICENSED CHILD CARE CENTER: means a group child care center currently licensed by Ramsey County or the State of Minnesota.

PUBLIC PLAYGROUND: means a city-owned, improved park or other outdoor area designed, equipped, and set aside primarily for children's play.

5-11-3: PROHIBITED LOCATION OF RESIDENCE

A. It is unlawful for any designated predatory offender to establish a permanent or temporary residence within 1,000 feet of any school, licensed child-care facility, public playground, or any other place where children are commonly known to regularly congregate.

B. Measurement of Distance. For purposes of determining the minimum distance separation required by this chapter, the requirement shall be measured by following a straight line from the outer property line of the permanent or temporary residence of the designated predatory offender to the nearest outer property line of the school, licensed child-care facility, public playground, or any other place where children are commonly known to regularly congregate.

5-11-4: EXCEPTIONS

A designated predatory offender residing within a prohibited area as described in 5-11-3 does not commit a violation of this chapter if any of the following apply:

A. The person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes Sections 243.166 and 243.167 or a successor statute, prior to March 15, 2016;

B. The person was a minor when they committed the offense and they were convicted as an adult;

C. The person is a minor;

D. The school, licensed child care center, or public playground within 1,000 feet of the person's permanent residence was opened after the person established the permanent residence or temporary residence and reported and registered the residence pursuant to Minnesota Statutes Sections 243.166 and 243.167, or a successor statute;

E. The residence is also the primary residence of the person's parents, grandparents, siblings, or spouse; or

F. The residence is a property purchased, leased, or contracted with and licensed by the Minnesota department of corrections prior to March 15, 2016.

5-11-5: PENALTIES

Any person who violates this chapter shall be guilty of a misdemeanor. Each day that a person maintains a permanent or temporary residence in violation of this Code shall constitute a separate offense.

SECTION 2. This ordinance shall be effective upon its adoption and publication.

Adopted by the Lauderdale City Council this Xth day of April, 2016.

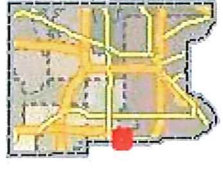
Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review the Xth day of April, 2016.

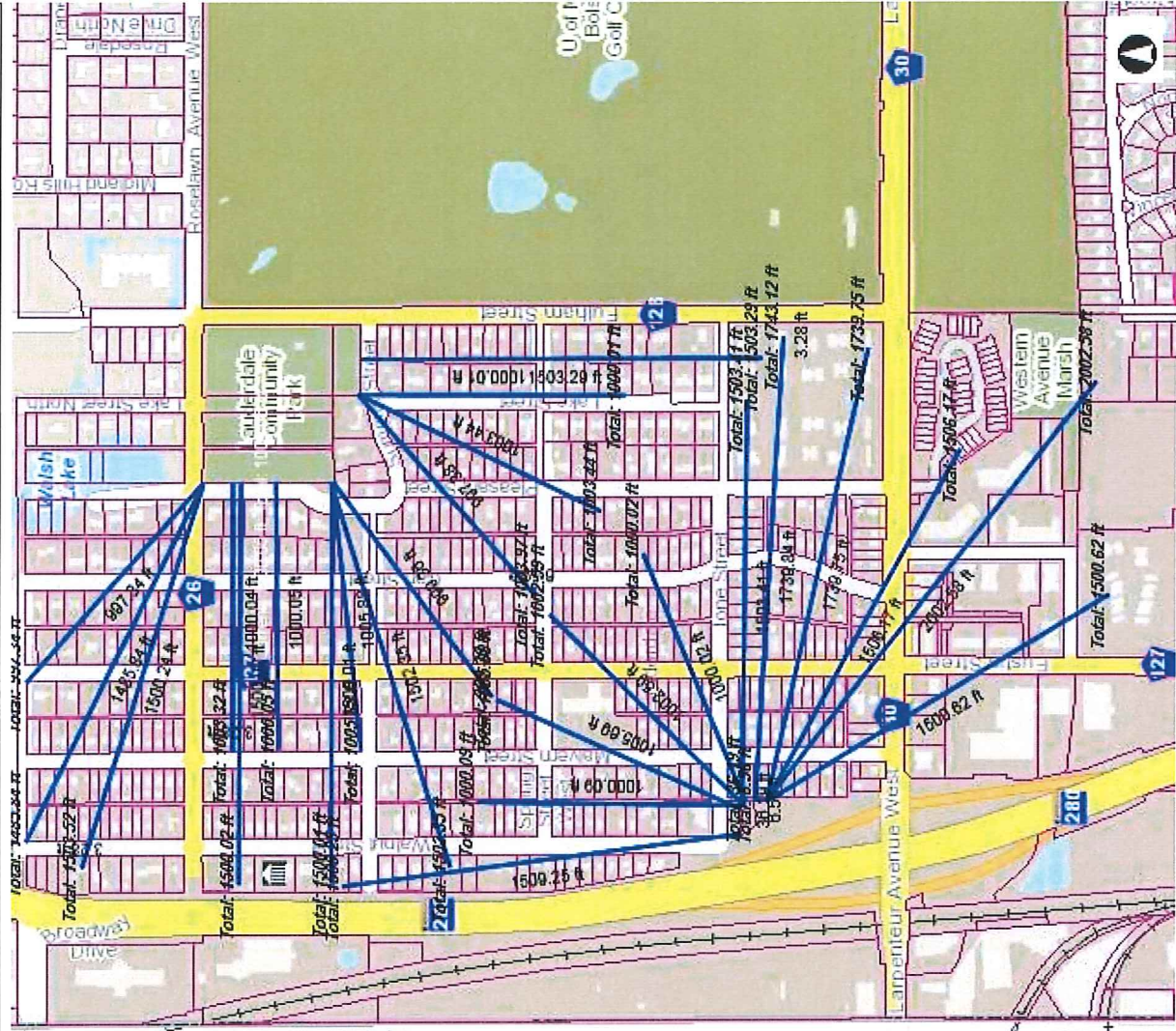
Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Airports
- Parks (8-64K)
- State Park
- Regional Parks, Preserves, and Open Space
- County Park
- Local Parks
- Golf Course
- Special Use Facility
- Rec Center

Notes

Enter Map Description



1,333.3 Feet

666.67

0

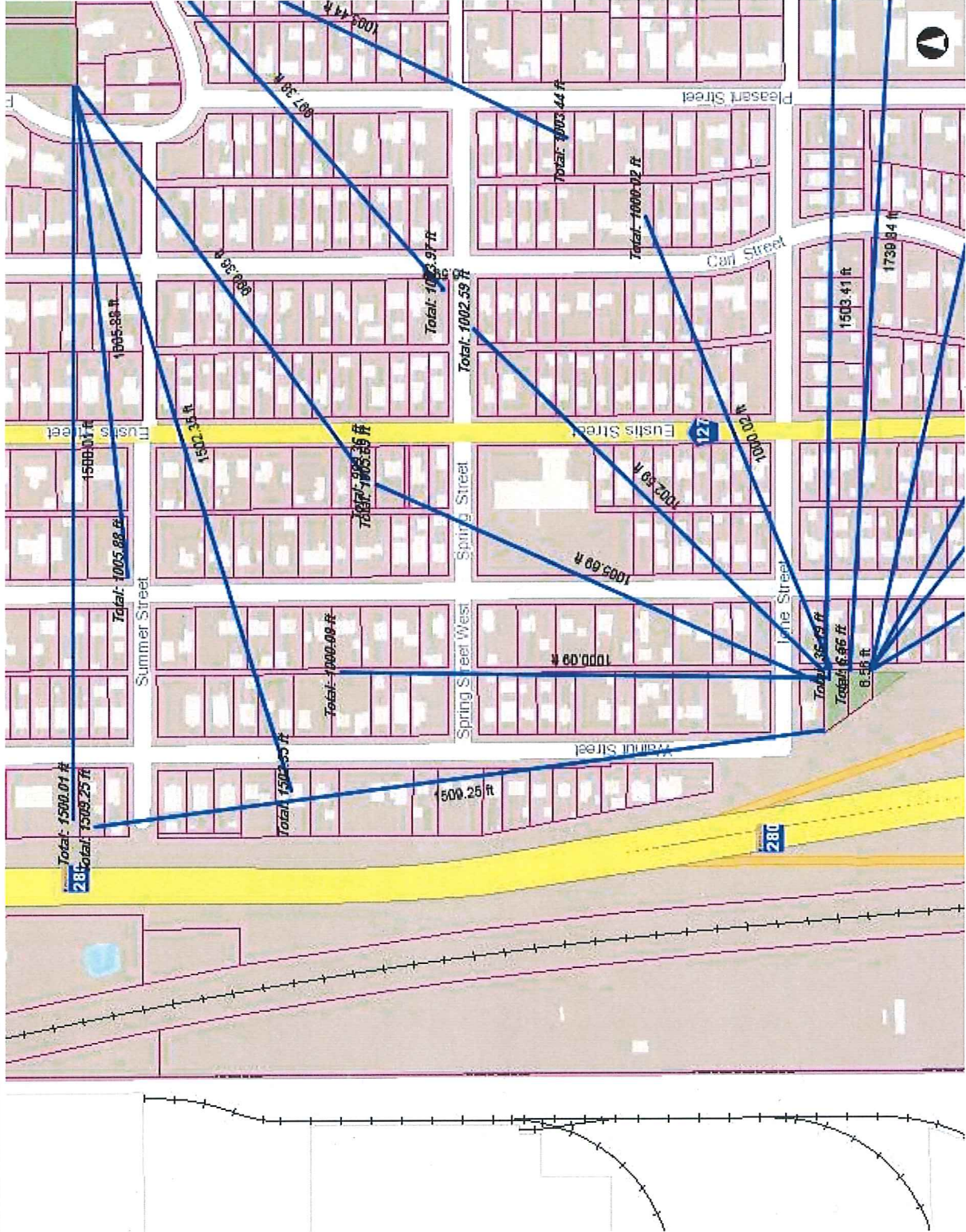
1,333.3

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Airports



Notes

Enter Map Description

This map is a user generated static output from an internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

599.8 299.92 0 599.8 Feet

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 22, 2016

ITEM NUMBER Code Enforcement

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Spring came early and code enforcement is underway. As such, I wanted to have a conversation with the Council about expectations, process, and opportunities for improvement.

After the snow melted, I put any non-resident property owner with a rental housing license on notice if they had code violations. There were very few of them and most issues have been resolved.

It was my understanding when I started that the City had a history of designating a time for property clean up before beginning inspections. We advertise this in the newsletter each year. Would the Council like to continue this tradition? I question whether it is effective or whether it simply pushes off inevitable enforcement. If the Council would like to continue this tradition, staff will put notice in the April newsletter and carry out inspections in May.

Generally, staff have sent out a series of three letters attempting to seek compliance. When I started, the third letter was generally the end of the process as it resolved many issues and outstanding issues then were carried over to the next year. A few years ago I started working with Katrina Joseph, city prosecuting attorney, on a legal approach for significant compliance issues. She recommended keeping the multi warning approach so she can demonstrate to the courts that the City hasn't been able to get compliance. When the letters from staff don't work, Katrina sends a letter threatening criminal prosecution. As you know, she has followed through with criminal charges in a couple of cases. Unfortunately, the results have been disheartening due to the length of the process and some judges' decisions.

Civil court is another remedy available to the City. That process is also slow and more costly. Ron Batty, city civil attorney, suggested a cost of \$5,000 for remedying each non-compliant property owner situation.

In limited cases, the City has pursued abatements. This has been done with rank growth but it can be used in other instances where yards have refuse or unmanaged compost piles. The process requires City Council intervention in terms of holding public hearings and hearing appeals. This process also is not quick but it is quicker than the court process. Staff is looking for Council feedback on following this sort of process with non-compliant property owners. Before starting this process, staff would look at possible revisions to the existing abatement language to make sure it is written such that the process is transparent to the public.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Coupled with this, staff would look to make other updates to city code, Council willing. For example, junk left at the curb has been increasingly problematic. In two instances last year, property owners refused to clean up. One finally did after receiving a citation and dings to their rental housing license. In the other instance, a tenant resolved the issue (even though they weren't the source of the junk). To the neighbors, the weeks it takes to get resolution are nothing but frustrating. Staff have been discussing with the city attorneys whether staff can abate these issues without Council action. The idea would be to treat them like uncleaned sidewalks; if the issue is not resolved promptly, staff would remove the issue and bill the owner for the cost of the clean up. Would the Council be interested in seeing something like this implemented if it is possible?

Finally, Katrina and I continue to discuss options for implementing an administrative citation program, even if only for limited issues. This would require the assistance of the SAPD and will be something we discuss with the new chief.

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	March 22, 2016
ITEM NUMBER	<u>2016-17 Union Agreement</u>
STAFF INITIAL	<u><i>JB</i></u>
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached is the most recent draft of the 2016-2017 union agreement. Staff posted notice that the Council will discuss in closed session.

STAFF RECOMMENDATION:

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

January 1, 2014 2016 - December 31, 2015 2017

TABLE OF CONTENTS

ARTICLE 1- RECOGNITION	3
ARTICLE 2- DEFINITIONS	3
ARTICLE 3- NON-DISCRIMINATION	4
ARTICLE 4- UNION SECURITY	4
ARTICLE 5- MEET AND CONFER	6
ARTICLE 6- SENIORITY	7
ARTICLE 7- DISCIPLINE	8
ARTICLE 8- GRIEVANCE PROCEDURE	9
ARTICLE 9- NO STRIKE-NO LOCKOUT	11
ARTICLE 10- WORK SCHEDULES	12
ARTICLE 11- OVERTIME AND COMP TIME	13
ARTICLE 12- BENEFIT ELIGIBILITY	13
ARTICLE 13- HOLIDAYS	14
ARTICLE 14- VACATIONS	14
ARTICLE 15- INSURANCE	15
ARTICLE 16- WAGES	16
ARTICLE 17- AUTO ALLOWANCE	17
ARTICLE 18- UNIFORMS	17
ARTICLE 19- SICK LEAVE	17
<u>ARTICLE 20- FUNERAL LEAVE</u>	<u>18</u>
ARTICLE 20 21- LEAVE OF ABSENCE WITHOUT PAY	18
ARTICLE 21 22- COURT DUTY	18
ARTICLE 22 23- MILITARY LEAVE	19
ARTICLE 23 24- ELECTION DAYS	19
ARTICLE 24 25- SCOPE OF AGREEMENT	19
ARTICLE 25 26- DURATION	19
ARTICLE 26 27- SAVINGS CLAUSE	20
ARTICLE 27- DRUG AND ALCOHOL TESTING POLICY	19
SIGNATURE PAGE	21
APPENDIX A: DRUG AND ALCOHOL TESTING POLICY	21

ARTICLE 1: RECOGNITION

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

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

ARTICLE 2: DEFINITIONS

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

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

2) NON-REGULAR PART-TIME EMPLOYEE - an employee retained on a temporary basis who works less than forty (40) hours per week on an irregular schedule throughout the year.

I. REGULAR FULL-TIME EMPLOYEE - an employee retained on a non-temporary basis who works forty (40) hours or more per week on a regular schedule throughout the year.

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

~~JK.~~ TEMPORARY OR SEASONAL EMPLOYEE - an employee retained to fill a full-time or part-time position which is of a provisional or seasonal nature.

~~KL.~~ TERMINATION - a complete separation of an employee from City employment. Termination can be voluntary, through resignation or retirement, or involuntary, through discharge by the City.

~~LM.~~ EMPLOYEE REPRESENTATIVE UNION - The American Federation of State, County and Municipal Employees, Council 5.

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

ARTICLE 3: NON-DISCRIMINATION

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

ARTICLE 4: UNION SECURITY

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

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

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

Concurrence of the supervisor to leave a workstation for UNION business will be limited to the investigation and presentation of grievances to the EMPLOYER.

C.3 One employee representative (steward or officer) of the UNION shall receive paid time off to participate in contract negotiations and meet and confer meetings.

C.4 The EMPLOYER shall make reasonable adjustments to the workloads of employee representatives of the UNION who receive paid time off for UNION related activities under the provisions of subsections A, B, and C, above.

D. Non-employee business representatives of the UNION as previously designated to the EMPLOYER as provided herein may, with concurrence of the EMPLOYER, come on the premises of the EMPLOYER for the purpose of investigating and presenting grievances.

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

F. The EMPLOYER agrees to allow the UNION to use designated bulletin boards for the purpose of posting notices of UNION meetings, UNION elections, UNION election returns, UNION appointments to office, UNION recreational and social affairs, arbitration awards, decisions of the Bureau of Mediation Services and the courts, and other items authorized by signature of union officers. All posted materials must be UNION publication or legibly signed by an authorized UNION officer.

G. Nothing in this AGREEMENT shall be construed to affect the status of veterans in contravention of existing veterans preference laws relating to the employment, discharge or promotion of veterans.

H. The EMPLOYER shall allow officially designated union officers a 20-minute period within the new employee orientation period to brief new bargaining members on the union and to provide a copy of this AGREEMENT and any other official materials authorized by union officers.

ARTICLE 5: MEET AND CONFER

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

ARTICLE 6: SENIORITY

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

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

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

ARTICLE 7: DISCIPLINE

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

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

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

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

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

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

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

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

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

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

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

ARTICLE 8: GRIEVANCE PROCEDURE

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

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

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

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

C. Grievance time frames may be extended with the mutual consent of the parties. If a grievance is unresolved at Step two, the parties may agree to seek a mediated settlement through Minnesota Bureau of Mediation Services. Any fees and expenses for the Mediator's services and proceedings shall be borne equally by the EMPLOYER and the UNION, provided that each party shall be responsible for compensating its own representatives and witnesses. Employees who serve as such representatives or witnesses shall not be compensated at a rate in excess of their base pay rate.

D. **Step Three: ARBITRATION** -If the grievance is not settled in accordance with the foregoing procedure, the UNION and employee may refer the grievance to arbitration within fourteen (14) calendar days after the employee and UNION'S receipt of the EMPLOYER'S written answer in Step two.

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

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

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

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

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

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

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

ARTICLE 9: NO STRIKE-NO LOCKOUT

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

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

ARTICLE 10: WORK SCHEDULES

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

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

- E. Flex Time Scheduling. The City Administrator and local union may mutually agree to a flex time scheduling plan. Existing flex time scheduling plans remain in effect unless the local union or appointing authority notifies the ~~appointing authority~~other of its intent to terminate.

ARTICLE 11: OVERTIME AND COMPENSATORY TIME

- A. All non-exempt employees are eligible for overtime pay. Overtime will be paid at a rate of one and one half times the regular hourly rate of pay for hours worked in excess of 8 on any given day or each hour worked over forty (40) hours in a given work week. Overtime work must have prior approval by an employee's immediate supervisor or the designated personnel representative except in the case of emergencies.
- B. All paid leave time shall be considered time worked for the purpose of computing overtime.
- C. Compensatory time off may be available to non-exempt employees at the City's option as an alternative to overtime pay. If available, non-exempt employees are eligible for compensatory time off at the rate of one and one-half hour for each hour worked in excess of forty (40) hours per week. Compensatory time off must be used within two (2) weeks of the date or dates on which it is accrued unless permission is received from the ~~designated personnel representative(s)~~City Administrator 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)~~City Administrator before the work is performed.
- D. Exempt employees may flex their work schedule within the eighty (80) hour bi-weekly pay period provided they receive supervisory approval. When an exempt employee has an emergent, unanticipated work need and prefers to subsequently flex the time, he/she may work the necessary time without prior supervisory approval. Exempt employees may earn compensatory time on an hour for hour basis for hours worked in excess of eighty (80) in a bi-weekly pay cycle 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.

ARTICLE 12: BENEFIT ELIGIBILITY

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

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

ARTICLE 13: HOLIDAYS

The following days are observed paid holidays:

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

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

B. ~~Regular employees working a holiday will receive 2 times their normal rate of pay, in addition to any other premiums, overtime or standby pay. Employees may elect to receive part of this pay in compensatory time subject to supervisor scheduling approval.~~ Holiday pay will be for all employees covered by this Agreement. They will receive pay for the regular amount of scheduled hours. Any employee who works on a holiday will be paid at the appropriate rate of one and one-half their regular hourly rate of pay ~~overtime for all hours worked.~~

C. Personal Holidays: Full-time employees shall also receive one (1) personal holiday per year. The date of such personal holiday shall be approved by the EMPLOYER. Personal holidays shall be taken during the calendar year earned.

ARTICLE 14: VACATION

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

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

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

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

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

Current ~~E~~mployees 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~~administrator. Employees hired after the date of this agreement may carry over twice their annual rate of vacation up to 30 days or 240 hours. Regular full-time employees must use at least five (5) days of vacation time during each year of City employment. The word "day" implies a nominal eight-hour shift.

B. Requests. Vacation time must be requested at least forty-eight (48) hours in advance. Vacation requests must be approved by the ~~employee's supervisor or the designated personnel representative~~city administrator and may be denied in the event of an emergency or if taking a vacation at that time would impair the City's ability to carry out its business.

C. Legal Holidays during Vacation. Whenever a legal holiday falls on a working day during an employee's vacation, that holiday will not be counted as a vacation day.

D. ~~Terminal~~ Leave. Any employee leaving the ~~Municipal~~serviceCity in good standing shall be compensated for vacation leave accrued and unused to the date of separation.

ARTICLE 15: INSURANCE

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

The Employer will provide, as part of the group insurance plan, basic life insurance coverage equal to the annual salary of the employee, up to \$50,000 of annual salary and basic long-term disability insurance. Additional units of ~~life~~ insurance may be purchased by the employee as permitted by the Insurance Carrier.

Effective January 1, 2014 ~~2016~~, the Employer will increase by ~~fifty dollars (\$50.00)~~ thirty-five dollars (\$35.00) per month, its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of ~~eight hundred fifty dollars (\$850)~~ nine hundred fifty dollars (\$950) ~~thirty-five (\$950)~~ thirty-five (\$935) per month per employee for group health, dental, life, short-term and long-term disability insurance.

Effective January 1, 2016 ~~2017~~, the Employer will increase by fifty dollars (\$50.00) per month; its maximum contribution to the cost of group insurance. The City will contribute up to a maximum of ~~nine hundred dollars (\$900)~~ one thousand dollars (\$1000) ~~nine hundred eighty five dollars (\$985)~~ nine hundred eighty five dollars (\$985) per month per employee for group health, dental, life, short-term and long-term disability insurance.

~~Should the employee's take health insurance selections plans and excess employer contribution can be total less than the Employer's maximum contribution, the employee may contribute the unused for deferred compensation in a deferred compensation plan, health savings accounts, or health care savings plan. The employee shall receive the full employer contribution; similar to employees that do not select insurance but contribute to deferred compensation plan.~~

The Employer reserves the right to modify health insurance provisions of this Agreement in the event the Employer is subject to a penalty, tax, fine, or increased cost as a result of the requirements of the Affordable Care Act.

DEFERRED COMPENSATION

Should an employee have their primary insurance provided by an outside entity, such as a spouse's employer, the employee may

elect for contributions to a deferred compensation fund in an amount based on benefit eligibility. In order to qualify, the employee must provide proof of insurance. Each month, the Employer shall pay into full time employees' deferred compensation funds an amount equal to the cost provided for group insurance as described ~~on page 15~~ in Article 15. Part time employees' deferred compensation will be proportional to their benefit eligibility.

At no time can the cost to the Employer for group insurance plus deferred compensation exceed the maximum insurance contribution defined ~~on page 15~~ in Article 15.

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

ARTICLE 16: WAGES

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

~~2014~~ 2016 Pay Increase: Employees shall receive a 3% pay increase effective January 1, ~~2014~~ 2016.

~~2015~~ 2017 Pay Increase: Employees shall receive a 3% pay increase effective January 1, ~~2015~~ 2017.

ARTICLE 17: AUTO-ALLOWANCE

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

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

ARTICLE 18: UNIFORMS

The employer will provide appropriate uniforms, outer clothing and footwear required by OSHA to field workers (pants and shirts). ~~The employer will provide two city logo shirts to non-field employees each year.~~

ARTICLE 19: SICK LEAVE

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

A. Accrual.

1. Sick leave will be accrued for all current, regular full-time employees at the rate of one (1) day per calendar month and may be accrued to a maximum of ninety (90) days.

2. Sick leave will accrue for employees hired after the adoption of this agreement at a rate of one (1) day per calendar month and may be accrued to a maximum of sixty (60) days.

B. Use of Sick Leave. Sick leave may be used only in the event of personal illness; ~~legal quarantine;~~ ~~disability;~~ ~~or~~ emergencies such as death or serious illness in an employee's immediate family; or to care for a sick minor child. 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.~~

~~C. Use for Funerals. An employee may use up to three days of sick leave as funeral leave. Funeral leave must be taken on consecutive working days, one of which is the day of death or the day of the funeral. Any deviations from this policy will be at the City Administrator's discretion.~~

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

D. ~~Employees may contribute up to four (4) days of sick leave annually to a health care savings plan after the probationary period has been satisfactorily completed.~~

ARTICLE 20: 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 and will be taken as sick, vacation, unpaid or a combination thereof.

ARTICLE 20 21: LEAVE OF ABSENCE WITHOUT PAY

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

ARTICLE 21 22: COURT DUTY

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

ARTICLE 22 23: MILITARY LEAVE

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

ARTICLE 23 24: ELECTION DAYS

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

ARTICLE 24 25: SCOPE OF AGREEMENT

- A. This AGREEMENT shall represent the complete agreement between the UNION and EMPLOYER. The parties acknowledge that during the negotiations which resulted in this AGREEMENT each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this AGREEMENT.
- B. Therefore, the EMPLOYER and the UNION, for the life of this AGREEMENT each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this AGREEMENT or with respect to any subject or matter not specifically referred to or covered in this AGREEMENT, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this AGREEMENT.

ARTICLE 25 26: DURATION

- A. This contract shall become effective January 1, ~~2014~~ 2016 and shall continue in full force and effect up to and including December 31, ~~2015~~ 2017.
- B. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this contract, are hereby superseded.
- C. Either party desiring to terminate or modify this contract must notify the other party in writing at least thirty (30) days prior to December 31, ~~2013~~ 2016 for wages and conditions of employment for calendar year 2014 2017 or beyond. A notice of desire to modify this contract shall set forth specifically all proposed modifications sought by the party and all clauses of this contract for which no modification is sought shall be renewed automatically.
- C. Negotiations with respect to proposed modifications may commence at any time after notice of proposed modifications has been given.

ARTICLE 26 27: SAVINGS CLAUSE

This AGREEMENT is subject to the laws of the United States, the State of Minnesota, and Ramsey County. In the event any provisions of this AGREEMENT shall be held to be contrary to law

by a court of competent jurisdiction ~~from whose final judgment or decree no appeal has been taken within the time provided,~~ an administrative ruling, or legislation or administrative regulation, such provision shall be voided. All other provisions shall continue in full force and effect. Upon written request of either party, the parties shall meet and negotiate on a substitute provision for the voided provisions.

~~ARTICLE 27: DRUG AND ALCOHOL TESTING POLICY~~

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

UNION

By: _____ Dated: _____

Chris Hanson, AFSCME Co. 5, Business Representative

By: _____ Dated: _____

David Hinrichs, Public Works Coordinator, City of Lauderdale

CITY OF LAUDERDALE

By: _____ Dated: _____

Jeff Dains, Mayor, City of Lauderdale

By: _____ Dated: _____

Heather Butkowski, City Administrator, City of Lauderdale

~~APPENDIX A~~

~~ALCOHOL AND DRUG TESTING POLICY~~

Purpose

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

Policy

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

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

~~Employees will be driven to one of the nearest medical centers by their supervisor or the City Administrator. The medical center~~

~~will take the urine or blood sample, and will forward the sample to the laboratories for testing.~~

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

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