

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, JUNE 26, 2018
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 June 12, 2018 City Council Meeting
 - c. Claims Totaling \$38,048.79
4. **CONSENT**
 - a. May Financial Report
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Eureka! Recycling Annual Report
 - b. City Council Updates
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 ITEM**
 - a. Rental Housing License for 1772 Pleasant Street
 - b. Authorizing of Funds for 1825 Eustis Street
 - c. Resolution 062618A – Authorizing Joint Powers Agreement with the Bureau of Criminal Apprehension (BCA)
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Annual Storm Sewer Report and Public Hearing
 - b. Proposal for Zoning Ordinance Revisions
 - c. Appointment of Election Judges
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. Community Development Update

13. **ADJOURNMENT**

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

Page 1 of 5

June 12, 2018

Roll Call

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

Councilors present: Andi Moffatt, Roxanne Grove, Kelly Dolphin, and Mayor Mary Gaasch.

Councilors absent: Jeff Dains.

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

Approvals

Mayor Gaasch asked if there were any additions to the meeting agenda. There being none, Councilor Grove moved and seconded by Councilor Dolphin to approve the agenda. Motion carried unanimously.

Mayor Gaasch asked if there were any changes to the meeting minutes. There being none, Councilor Moffatt moved and seconded by Councilor Grove to approve the minutes of the May 22, 2018, city council meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Dolphin moved and seconded by Councilor Grove to approve the claims totaling \$97,665.44. Motion carried unanimously.

Consent

Councilor Moffatt moved and seconded by Councilor Grove to approve the Consent Agenda thereby acknowledging the April Financial Report and approving the employee step increases, the liquor license application for Day in the Park, and the performance agreement with Dawn Tanner for the June Farmers Market.

Informational Presentations/Reports

A. Metropolitan Council Chair Alene Tchourumoff and District 10 Representative Marie McCarthy

Council Chair Tchourumoff, Representative McCarthy, and Planner Eric Wojchik addressed the City Council. They gave policy and planning updates and answered questions from the City Council.

B. City Council Updates

Councilor Dolphin shared that she attended a Cable Commission meeting. Mayor Gaasch noted attending a tour of the Bell Museum.

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

Page 2 of 5

June 12, 2018

C. Farmers Market Update

Bownik updated the Council on the summer Farmers Markets. The first one of the year will be Thursday, June 21. The subsequent markets will take place on the third Thursday of each month, with August's coinciding with Day in the Park festivities. Dawn Tanner will be performing live music at the June 21 gathering.

Discussion/Action Items

A. Lot Division of 1937 Eustis Street

Tim Rysgaard is requesting two parcels at 1937 Eustis Street previously consolidated under one property identification number be divided into two separate parcels. The existing parcel of land consists of two forty-foot (40') lots that were administratively consolidated into one eighty-foot (80') parcel of land. The proposed division would reassign unique property identification numbers to the parcels.

Councilor Moffatt made a motion to adopt Resolution 061218A allowing for the division of two previously consolidated residential parcels of land located at 1937 Eustis Street. This was seconded by Councilor Dolphin and carried unanimously.

B. Fire Department Use of 1795 Eustis Street

At the previous meeting, while giving the Annual Fire Department Report, Chief Hinrichs mentioned a desire to use 1795 Eustis Street for fire department trainings. Staff wanted to elaborate on this and see if the Council had any concerns or questions.

The fire department has limited places to train and view the former church/school as an exciting resource to use while the City owns it. Almost all types of trainings discussed at the last meeting can be done in the building. They would like to use it about once a week. At this point, none of the trainings would be destructive. They would perform destructive exercises if allowed before the building is razed.

The police department also expressed interest in using the building for trainings but not on a regular basis. The police department and fire department have overlapping trainings (i.e. active shooter) that they would host there together.

Butkowski informally polled the Council to see if there were any objections on this matter. Being that there were none, the police and fire departments were given the go ahead for future training exercises.

C. Purchase Agreement for 1825 Eustis Street

At the April 24 meeting, the Council prepared an offer to purchase 1825 Eustis Street. Since then, staff has walked through the building and has been working on a purchase agreement with

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

Page 3 of 5

June 12, 2018

the owner. Staff has also worked to find solutions to issues identified with the well and old fuel oil tank that is likely on the site. Staff has been working on gathering cost estimates for the demolition and an understanding of the process to demolish a property.

The purchase of the property must be approved at an open meeting and the public must be made aware of the purchase price of \$80,000 for both original platted lots of record (\$40,000 per lot).

Councilor Dolphin made a motion authorizing the Mayor and City Administrator to execute the purchase agreement for 1825 Eustis Street. This was seconded by Councilor Grove and carried unanimously.

D. Jurisdictional Transfer of Eustis Street and Roselawn Avenue

Lauderdale staff and Ramsey County staff have been working together to finalize a deal in which Lauderdale takes back portions of Eustis Street and Roselawn Avenue. The County has improved upon the deal from previous meetings by offering Lauderdale additional funding, but the City would still need to come up with more money to make it work.

In previous discussions, the Council emphasized trying to maintain a three percent debt levy for the City's contribution to the street improvements. The County's latest offer resulted in a five to six percent debt levy or about a difference of \$15,000 per year over the ten years the bond is repaid.

Based on these numbers the Council wished to move ahead with soil borings and city attorney review of the proposed jurisdictional transfer agreement.

E. Geotechnical Proposals for Eustis Street and Roselawn Avenue

As the City and County are close to reaching a deal over the roads, the city engineer recommends soil borings be done prior to finalizing an agreement. To this point, some assumptions have been made by the City and County with regard to the existing road. Soil borings will provide some insight and provide a final look for any issues that would deter the Council from agreeing to take ownership of the roads.

The city engineer received proposals from four companies with the best proposal from Northern Technologies, LLC. The County is aware of our interest in doing the soil borings and understands an agreement will not be finalized until we know the results.

Councilor Moffatt made a motion to contract with Northern Technologies, LLC for soil borings as presented. This was seconded by Councilor Grove and carried unanimously.

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

Page 4 of 5

June 12, 2018

Set Agenda for Next Meeting

Administrator Butkowski stated that the June 26 council meeting may include the May Financial Report and rental housing license discussion for 1772 Pleasant Street.

Work Session

A. Opportunity for the Public to Address the City Council

Mayor Gaasch opened the floor to anyone in attendance that wanted to address the Council.

The first person to address the Council was Jon Abeler of Roseville. He expressed his concerns over the barking dogs in the dog park, citing nuisance ordinances and conditional use permits. He also stated that there was an abundance of noise coming from the park in general.

The second person to address the Council was Masumi Abeler. She stated similar concerns about the dog park, and hoped that the neighbors in the area and dog park community could come to a peaceful resolution.

B. Settling of Insurance Claim for 2430 Larpenteur Avenue

Staff continued to spend time working on the Service Station insurance claim issue through the spring. An adjustor from a restoration company analyzed the insurance offer recently and felt it was reasonable. Based on this assessment and information from adjustors at the League of Minnesota Cities Insurance Trust, staff recommended accepting the insurance company's settlement offer. The offer is derived from costs incurred in three areas:

1) Initial securing of the property:	\$ 415.00
2) Repair/replacement of street lighting:	\$ 13,761.30
3) Restoration of 2430 Larpenteur:	<u>\$ 23,926.53</u>
	\$ 38,102.83

David Hinrichs, Public Works Coordinator, was at the meeting to discuss the condition of the building and options for repair. Public works staff would like to make the corrections necessary to continue using the building. They have been working to remove the debris from inside the building and that work has largely been completed.

Councilor Moffatt made a motion to accept the insurance settlement and continue to use the Service Station as a public works garage. This was seconded by Councilor Dolphin and carried unanimously.

C. Invasive Species Management Plan Proposal

Butkowski explained that the Ramsey County Conservation District received grant money to tackle the Japanese Knotweed issue. The Lauderdale Nature Area has a significant infestation of

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

Page 5 of 5

June 12, 2018

it. It was originally thought that the weed was contained to the area south of the Rosehill Townhomes and along the ravine. Recent efforts to get grant funding for the storm water pond on Luther Seminary's property has shown that the weed has spread. The weed is difficult to control and the help of the Conversation District in leading efforts to eradicate it is needed.

The knotweed is not the only invasive species in the area. The Council has expressed interest in fighting the invasive species through methods such as goat grazing. Staff spoke with the weed expert at Stantec, Paul Bockenstedt, and asked him to provide guidance on the issue. He submitted a proposal for creating an invasive species management plan for the Japanese Knotweed.

Councilor Moffatt made a motion to accept the invasive species management plan for Japanese Knotweed at a cost of \$1,535. This was seconded by Councilor Dolphin and carried unanimously.

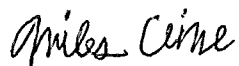
D. Community Development Update

Butkowski informed the Council that all updates have been covered throughout the course of the meeting.

Adjournment

Councilor Dolphin moved and seconded by Councilor Grove to adjourn the meeting at 9:16 p.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline
Deputy City Clerk



CITY OF LAUDERDALE
LAUDERDALE CITY HALL
1891 WALNUT STREET
LAUDERDALE, MN 55113
651-792-7650
651-631-2066 FAX

Request for Council Action

To: Mayor and City Council
From: City Administrator
Meeting Date: June 26, 2018
Subject: List of Claims

The claims totaling \$38,048.79 are provided for City Council review and approval that includes check numbers 25884 to 25916.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
 Printed: 6/22/2018 3:56 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association PR Batch 51200.06.2018 PERA Coordinated PR Batch 51200.06.2018 PERA Coordinated	06/15/2018 PR Batch 51200.06.2018 PER PR Batch 51200.06.2018 PER	1,089.74 944.45
Total for this ACH Check for Vendor 43:				2,034.19
ACH	44	Minnesota Department of Revenue PR Batch 51200.06.2018 State Income Tax	06/15/2018 PR Batch 51200.06.2018 Stat	752.52
Total for this ACH Check for Vendor 44:				752.52
ACH	45	ICMA Retirement Corporation PR Batch 51200.06.2018 Deferred Comp PR Batch 51200.06.2018 Deferred Comp	06/15/2018 PR Batch 51200.06.2018 Def PR Batch 51200.06.2018 Def	939.37 1,351.27
Total for this ACH Check for Vendor 45:				2,290.64
ACH	46	Internal Revenue Service PR Batch 51200.06.2018 Medicare Employer Po PR Batch 51200.06.2018 FICA Employer Portio PR Batch 51200.06.2018 FICA Employee Portio PR Batch 51200.06.2018 Federal Income Tax PR Batch 51200.06.2018 Medicare Employee Pc	06/15/2018 PR Batch 51200.06.2018 Mec PR Batch 51200.06.2018 FIC PR Batch 51200.06.2018 FIC PR Batch 51200.06.2018 Fed PR Batch 51200.06.2018 Mec	264.34 1,130.20 1,130.20 1,249.57 264.34
Total for this ACH Check for Vendor 46:				4,038.65
Total for 6/15/2018:				9,116.00
25884	34	AFSCME MN Council 5 PR Batch 51200.06.2018 Union Dues	06/26/2018 PR Batch 51200.06.2018 Unio	200.08
Total for Check Number 25884:				200.08
25885	65 15394852	Allstream Inc. Fax Line	06/26/2018	51.49
Total for Check Number 25885:				51.49
25886	190 062018	David & Jane Auger Rental Inspection Reimbursement	06/26/2018	40.00
Total for Check Number 25886:				40.00
25887	191 062018	Alan & Jean Blat Rental Inspection Reimbursement	06/26/2018	40.00
Total for Check Number 25887:				40.00
25888	52 062018	Bluechip Tree Company Inc Storm Damaged Trees	06/26/2018	2,670.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 25888:	2,670.00
25889	184 062018 062018	Cintas May Uniforms May Uniforms	06/26/2018	58.15 58.15
			Total for Check Number 25889:	116.30
25890	33 062018	City of Falcon Heights May Fire Calls	06/26/2018	1,830.74
			Total for Check Number 25890:	1,830.74
25891	36 0224643 0224689	City of Roseville June IT Services June Phone Services	06/26/2018	1,118.00 82.43
			Total for Check Number 25891:	1,200.43
25892	192 65980778	Comcast Internet Service Thru May 31	06/26/2018	2,221.72
			Total for Check Number 25892:	2,221.72
25893	25 PRRRV-000853 RISK-001928	County of Ramsey PR Batch 51200.06.2018 Life Insurance PR Batch 51200.06.2018 Long Term Disability PR Batch 51200.06.2018 Short Term Disability Admin Charges - 2018 Recycling Insurance Processing Fee	06/26/2018 PR Batch 51200.06.2018 Life PR Batch 51200.06.2018 Lon PR Batch 51200.06.2018 Sho	314.08 100.11 68.44 331.00 25.00
			Total for Check Number 25893:	838.63
25894	164 3326565	Dalco Enterprises Inc Paper Towels	06/26/2018	130.66
			Total for Check Number 25894:	130.66
25895	193 062018	Dean's Tank Inc 1825 Eustis Oil Tank Inspection	06/26/2018	200.00
			Total for Check Number 25895:	200.00
25896	19 77043 77044	Ehlers and Associates Inc Chinese Christian Church Sale Preparation TIF Discussion & Analysis	06/26/2018	120.00 480.00
			Total for Check Number 25896:	600.00
25897	194 062018	Derek & Christine Erlenbusch Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25897:	40.00
25898	145 062018	Mary Gaasch Mileage Reimbursement	06/26/2018	270.65
			Total for Check Number 25898:	270.65
25899	195 062018	Glen & Suzanne Habedank Rental Inspection Reimbursement	06/26/2018	40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 25899:	40.00
25900	196 062018	Ardell Hill Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25900:	40.00
25901	185 062018 062018 062018	Lauderdale BP May Fuel May Fuel May Fuel	06/26/2018	60.51 60.50 282.36
			Total for Check Number 25901:	403.37
25902	197 062018	Shirley Luk Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25902:	40.00
25903	198 062018	Megan McGinty Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25903:	40.00
25904	23 INV1101516	Metro Sales Inc Quarterly Copy Charges	06/26/2018	274.88
			Total for Check Number 25904:	274.88
25905	199 062018	Justin Miles Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25905:	40.00
25906	200 062018	Christine & Mark Oliver Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25906:	40.00
25907	10 0000601796	On Site Sanitation Inc 06/16/2018 - 07/13/2018 Park Portable Restroom	06/26/2018	236.53
			Total for Check Number 25907:	236.53
25908	201 062018	Ted Perala Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25908:	40.00
25909	202 062018	Nathan Reed Rental Inspection Reimbursement	06/26/2018	40.00
			Total for Check Number 25909:	40.00
25910	26 1366590 1366591 1366593	Stantec Consulting Services Inc Gen Eng Services - Eustis Street LSWMP Preparation 2018 Sanitary Sewer Lining Project	06/26/2018	3,192.00 511.00 2,977.50
			Total for Check Number 25910:	6,680.50
25911	91	Suburban Ace Hardware	06/26/2018	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	062018	Sanding Mask & Snow Shovel		54.98
			Total for Check Number 25911:	54.98
25912	162 635	Swanson Haskamp Consulting, LLC Comprehensive Plan Pay 12	06/26/2018	6,701.25
			Total for Check Number 25912:	6,701.25
25913	4 17626 17626	The Neighborhood Recycling Company Inc May Recycling Contract May Revenue Sharing	06/26/2018	2,442.24 41.10
			Total for Check Number 25913:	2,483.34
25914	3 359183357	US National Equipment Finance Inc Copier Contract	06/26/2018	149.00
			Total for Check Number 25914:	149.00
25915	90 9808194096 9808194096 9808194096	Verizon Wireless May Cell Phone May Cell Phone May Cell Phone	06/26/2018	16.40 32.81 16.41
			Total for Check Number 25915:	65.62
25916	74 594347650 594535958 594535958 594535958 594535958 594535958 594543013 594543013 594543013 594543013	Xcel Energy May Street Lighting 1795 Eustis Street - Overhead Light 1795 Eustis Street 1891 Walnut Street 1795 Eustis Street 1891 Walnut Street 1917 Walnut Street 1917 Walnut Street 1885 Fulham Street 1885 Fulham Street	06/26/2018	425.24 8.16 366.65 29.58 26.67 158.92 25.00 18.21 25.00 29.19
			Total for Check Number 25916:	1,112.62
			Total for 6/26/2018:	28,932.79
			Report Total (37 checks):	38,048.79

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 26, 2018

ITEM NUMBER May Financial Report

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month I provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for May 2018.

OPTIONS:

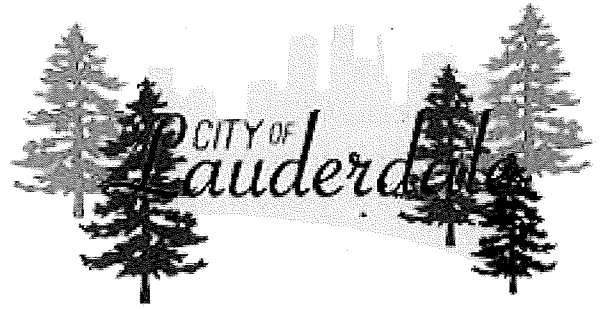
STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for May 2018.

COUNCIL ACTION:

General Ledger

Cash Balances



User: heather.butkowski
 Printed: 6/15/2018 4:25:52 PM
 Period 05 - 05
 Fiscal Year 2018

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,467,577.92	130,094.76	146,361.33	-2,483,844.49
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	14,172.68	0.00	650.45	13,522.23
Cash	227-00000-000-10100	90,592.94	0.00	4,150.32	86,442.62
Cash	305-00000-000-10100	0.00	56,818.00	0.00	56,818.00
Cash	401-00000-000-10100	98,442.07	0.00	0.00	98,442.07
Cash	403-00000-000-10100	441,579.23	0.00	0.00	441,579.23
Cash	404-00000-000-10100	270,242.95	0.00	0.00	270,242.95
Cash	405-00000-000-10100	3,108.84	0.00	1,893.75	1,215.09
Cash	414-00000-000-10100	300,474.18	0.00	7,650.00	292,824.18
Cash	416-00000-000-10100	0.00	102,030.00	0.00	102,030.00
Cash	602-00000-000-10100	1,028,560.68	10,917.32	21,343.46	1,018,134.54
Cash	603-00000-000-10100	365,143.23	3,258.09	4,762.00	363,639.32
Current Assets		144,838.88	303,118.17	186,811.31	261,145.74
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash		300.00	0.00	0.00	300.00
Investments - Fair Value Adj	101-00000-000-10410	2,860,077.68	0.00	100,000.00	2,760,077.68
Investments		2,860,077.68	0.00	100,000.00	2,760,077.68
Grand Total		<u>3,005,216.56</u>	<u>303,118.17</u>	<u>286,811.31</u>	<u>3,021,523.42</u>

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
101	General Fund					
	Revenue					
	Taxes	765,514.00	0.00	0.00	765,514.00	0.00
	Licenses and Permits	30,850.00	8,943.95	24,854.75	5,995.25	80.57
	Intergovernmental Revenues	540,760.00	0.00	0.00	540,760.00	0.00
	Charges for Services	12,300.00	2,490.29	6,555.73	5,744.27	53.30
	Fines and Forfeits	30,000.00	1,333.00	8,879.67	21,120.33	29.60
	Miscellaneous Revenue	8,500.00	503.58	10,500.26	-2,000.26	123.53
	Other Financing Sources	0.00	4,005.00	4,005.00	-4,005.00	0.00
		<u>1,387,924.00</u>	<u>17,275.82</u>	<u>54,795.41</u>	<u>1,333,128.59</u>	<u>3.95</u>
	Revenue					
	Expense					
	Personal Services	385,550.00	29,235.39	154,893.19	230,656.81	40.17
	Supplies	19,800.00	2,003.34	4,727.04	15,072.96	23.87
	Other Services and Charges	934,574.00	102,327.83	394,993.81	539,580.19	42.26
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	48,000.00	0.00	0.00	48,000.00	0.00
		<u>1,387,924.00</u>	<u>133,566.56</u>	<u>554,614.04</u>	<u>833,309.96</u>	<u>39.96</u>
	Expense					
101	General Fund	0.00	-116,290.74	-499,818.63	499,818.63	0.00

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue	20,000.00	0.00	8,279.73	11,720.27	41.40
	Taxes					
	Miscellaneous Revenue	40.00	0.00	71.63	-31.63	179.08
	Revenue	20,040.00	0.00	8,351.36	11,688.64	41.67
	Expense					
	Personal Services	8,467.00	650.45	3,382.00	5,085.00	39.94
	Supplies	600.00	0.00	600.00	0.00	100.00
	Other Services and Charges	3,200.00	0.00	805.98	2,394.02	25.19
	Capital Outlay	5,000.00	0.00	4,753.57	246.43	95.07
	Expense	17,267.00	650.45	9,541.55	7,725.45	55.26
226	Communications	2,773.00	-650.45	-1,190.19	3,963.19	-42.92

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	5,832.00	0.00	0.00	5,832.00	0.00
	Miscellaneous Revenue	<u>41,460.00</u>	<u>0.00</u>	<u>512.59</u>	<u>40,947.41</u>	<u>1.24</u>
	Revenue	47,292.00	0.00	512.59	46,779.41	1.08
	Expense					
	Personal Services	22,090.00	1,706.91	8,875.38	13,214.62	40.18
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	31,000.00	2,443.41	9,410.70	21,589.30	30.36
	Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	53,090.00	4,150.32	18,286.08	34,803.92	34.44
227	Recycling	-5,798.00	-4,150.32	-17,773.49	11,975.49	306.55

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	56,818.00	56,818.00	-56,818.00	0.00
	Revenue	0.00	56,818.00	56,818.00	-56,818.00	0.00
	Expense					
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
305	GO TIF Revenue Bonds 2018A	0.00	56,818.00	56,818.00	-56,818.00	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	500.00	0.00	534.54	-34.54	106.91
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	500.00	0.00	534.54	-34.54	106.91
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	10,000.00	0.00	0.00	10,000.00	0.00
401	General Capital Projects	-9,500.00	0.00	534.54	-10,034.54	-5.63

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	6,000.00	0.00	2,397.75	3,602.25	39.96
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	6,000.00	0.00	2,397.75	3,602.25	39.96
	Expense					
	Capital Outlay	40,000.00	0.00	6,376.30	33,623.70	15.94
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	40,000.00	0.00	6,376.30	33,623.70	15.94
403	Street Capital Projects	-34,000.00	0.00	-3,978.55	-30,021.45	11.70

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue	3,000.00	0.00	1,467.41	1,532.59	48.91
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	Revenue	3,000.00	0.00	1,467.41	1,532.59	48.91
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	25,000.00	0.00	0.00	25,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	25,000.00	0.00	0.00	25,000.00	0.00
404	Park Capital Projects	-22,000.00	0.00	1,467.41	-23,467.41	-6.67

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment Revenue	0.00	0.00	41.54	-41.54	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	Revenue	0.00	0.00	41.54	-41.54	0.00
	Expense					
	Other Services and Charges	0.00	1,893.75	24,664.25	-24,664.25	0.00
	Expense	0.00	1,893.75	24,664.25	-24,664.25	0.00
405	Rosehill Tax Increment	0.00	-1,893.75	-24,622.71	24,622.71	0.00

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	1,000.00	0.00	1,831.56	-831.56	183.16
	Other Financing Sources	<u>38,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,000.00</u>	<u>0.00</u>
	Revenue	39,000.00	0.00	1,831.56	37,168.44	4.70
	Expense					
	Other Services and Charges	10,000.00	7,650.00	7,650.00	2,350.00	76.50
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	10,000.00	7,650.00	7,650.00	2,350.00	76.50
414	Development	29,000.00	-7,650.00	-5,818.44	34,818.44	-20.06

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
415	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	1,238,182.00	1,238,182.00	-1,238,182.00	0.00
	Revenue	0.00	1,238,182.00	1,238,182.00	-1,238,182.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	40,019.50	40,019.50	-40,019.50	0.00
	Expense	0.00	40,019.50	40,019.50	-40,019.50	0.00
416	TIF District No. 1-2	0.00	1,198,162.50	1,198,162.50	-1,198,162.50	0.00

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	272,301.00	-88.29	74,492.03	197,808.97	27.36
	Miscellaneous Revenue	10,000.00	0.00	5,565.37	4,434.63	55.65
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	282,301.00	-88.29	80,057.40	202,243.60	28.36
	Expense					
	Personal Services	68,643.00	5,368.06	27,095.98	41,547.02	39.47
	Supplies	800.00	61.87	226.24	573.76	28.28
	Other Services and Charges	196,858.00	4,907.92	63,355.31	133,502.69	32.18
	Capital Outlay	100,000.00	0.00	0.00	100,000.00	0.00
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	366,301.00	10,337.85	90,677.53	275,623.47	24.75
602	Sanitary Sewer	-84,000.00	-10,426.14	-10,620.13	-73,379.87	12.64

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	100,075.00	996.92	27,023.92	73,051.08	27.00
	Miscellaneous Revenue	4,500.00	0.00	2,003.91	2,496.09	44.53
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	104,575.00	996.92	29,027.83	75,547.17	27.76
	Expense					
	Personal Services	59,425.00	4,637.26	23,397.82	36,027.18	39.37
	Supplies	700.00	61.87	226.22	473.78	32.32
	Other Services and Charges	16,950.00	-2,198.30	326.46	16,623.54	1.93
	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	87,075.00	2,500.83	23,950.50	63,124.50	27.51
603	Storm Water	17,500.00	-1,503.91	5,077.33	12,422.67	29.01

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
999	Fund					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Personal Services	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
999	Fund	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/15/2018 4:26:41 PM
 Period 05 - 05
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		1,890,632.00	1,313,184.45	1,474,017.39	416,614.61	0.7796
Expense Total		1,996,657.00	200,769.26	775,779.75	1,220,877.25	0.3885
Grand Total		-106,025.00	1,112,415.19	698,237.64	-804,262.64	-6.5856

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2018

ITEM NUMBER Recycling Annual Report

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Chris Goodwin is no longer with Eureka Recycling so Kate Davenport & Dave Weidenfeller will present the annual report. I expect Kate & Dave to discuss:

- Staff changes at Eureka
- Revenue sharing for Lauderdale
- The future of the markets and what Eureka is doing to develop markets
- Organics
- Contract renewal

Lauderdale has amended and restated the agreements for recycling services with Eureka since 2005. The term of the current agreement runs thru the end of 2018. Thus, some thought should be given to renewing the contract with Eureka beyond 2018. I have asked Kate and Dave to also provide the following information regarding contract renewal:

- When someone from Eureka can sit down with city staff to begin discussions
- Timeline for proposal from Eureka
- Timeline for a draft agreement

Attached is the following:

- 2017 Year-End Recycling Report
- Appendix A: Outreach & Education Summary
- Appendix B: Composition Analysis Methodology
- Appendix C: Participation Trend Analysis Methodology

Additional, I have attached an article about the current state of global recycling markets.

OPTIONS:

Listen to Kate & Dave's presentation, ask questions, and provide staff direction for renewing the contract with Eureka or requesting proposals from other companies.

STAFF RECOMMENDATION:

Lauderdale and Eureka have had a good working relationship. Their non-profit status and location benefit the City and the environment. Thus, staff recommends working towards a contract renewal with Eureka.



City of Lauderdale 2017 Year-End Recycling Report

This year-end report contains information on several areas that Eureka Recycling tracks to monitor the success of Lauderdale’s zero waste recycling program over the course of each year. As a non-profit social enterprise organization we believe tracking and reporting this data is an essential way to ensure program transparency. It also gives Eureka Recycling and city staff the tools needed to successfully manage the program.

This report covers the following categories of information:

- Tonnage collected – page 2
- Resident participation in the program – page 3
- Composition of the materials being recycled – page 4
- Revenue earned from the sale of recycled material and shared with the city – page 7
- Markets Update – page 8
- Environmental benefits from the material recycled by residents – page 11
- Tonnage recycled by each multifamily building and city building - Appendix A
- Education and outreach activities – Appendix D

(651) 222-SORT (7678)
www.eurekarecycling.org

Our mission is to reduce waste today through innovative resource management and to reach a waste-free tomorrow by demonstrating that waste is preventable, not inevitable.

Introduction

The recycling program in Lauderdale continues to function smoothly. Participation continues to be at or among the highest in Ramsey County at 94%.

Market prices showed improvement throughout 2017 with Lauderdale receiving \$4,575 in revenue.

In addition, there continues to be a significant and positive environmental impact from the recycling efforts of Lauderdale residents. More details on these and other aspects of the program can be found within the pages of this report.

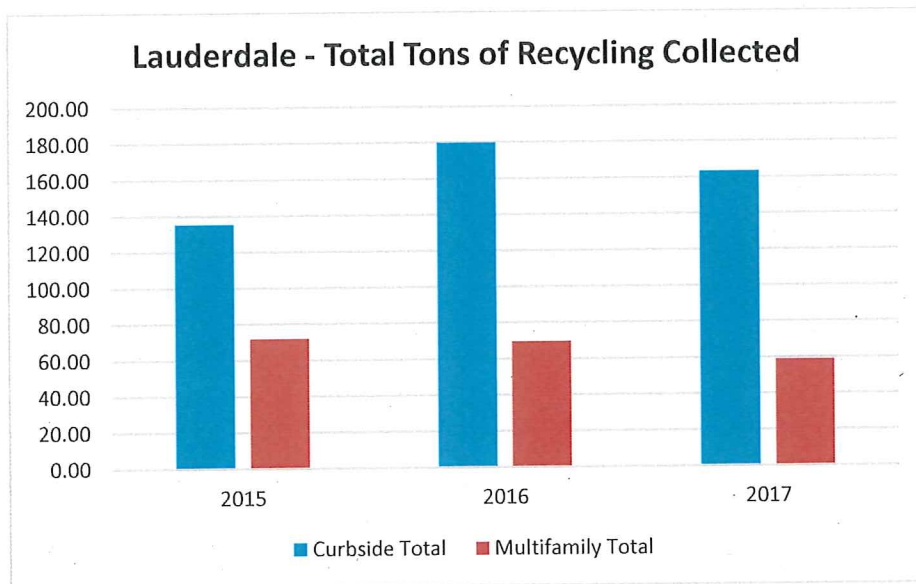
An affirmative action, equal opportunity employer.

♻️ Printed on 100% postconsumer recycled paper that was processed without the use of chlorine.

TONS OF MATERIAL RECYCLED

Total tonnage collected in Lauderdale in 2017 was 221.9 tons. This represents an 11% decrease over the previous year. However, it still represents an 8% increase over the 2015 total. It is difficult to determine the reason for these swings in overall tonnage. One of the reasons we think we are seeing these swings in tonnage year to year is that with the increased participation that the single sort program and the relatively small number of total households in Lauderdale, it does not take much to show upward and downward swings. In larger communities a few extra move in or move outs that generate a temporary increase or decrease in tons would be absorbed in the larger overall normal set-outs. In small cities there is less of a mass of normal households and so increases show up as larger percentages. Lauderdale households are recycling approximately 400 pounds per household per year. That is only slightly less than Roseville's 420 pounds per household and more than Saint Paul's 380 pounds per household for the same 2017 year.

There continues to be a trend towards the lightening of individual products and packaging that make up recycled materials. Recycling rates are measured by weight industry wide, but that metric doesn't tell the complete story. Manufacturers are continuing to find lighter and lighter weight packaging options. Products once bottled in glass are now bottled in plastic or aluminum. Aluminum and plastic bottles are getting thinner and lighter. Also, fewer and fewer households subscribe to physical newspapers and magazines, opting instead to get their news and entertainment on computers, tablets, and phones. It currently takes more material to create a ton now than it has in the past because that material is so much lighter.

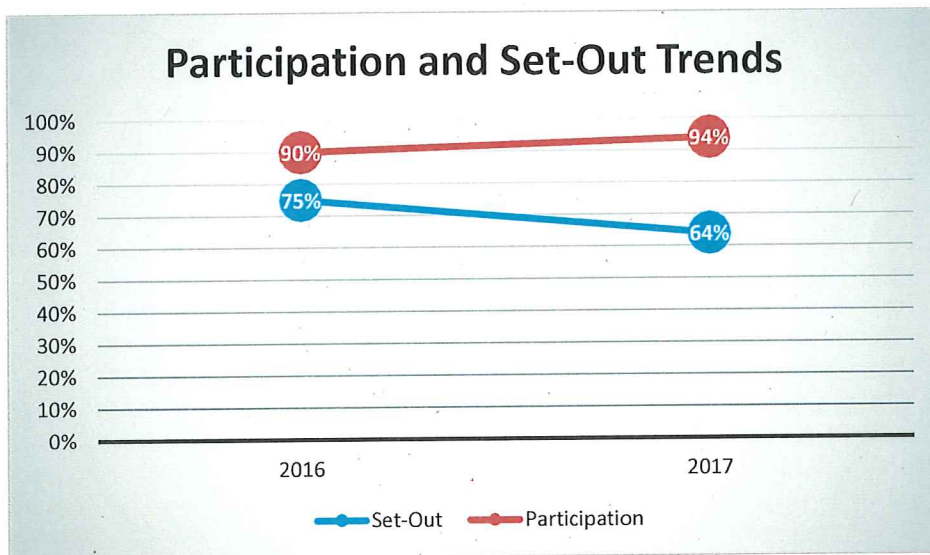


PARTICIPATION

Lauderdale is one of the few cities in the metropolitan area in which the actual city-specific participation trend information is gathered and made available. 94% participation is among the highest of any city in Ramsey County that Eureka has data for.

Set out rate refers to the percentage of households that have a cart out for collection in any given week. Participation refers to the percentage of households that set out recycling even once in the four weeks we conducted the study.

The decrease in set out rates from 2016 can be attributed to the fact that residents are getting used to the weekly collection and do not always see the need to roll carts out every week since they are not full and can wait a week. This bares true when you look at the increased participations rate.



Eureka Recycling conducted the annual participation and set-out rate trend study in the fall of each year. (See Appendix C for the definitions, and methodologies of the participation, and set-out rate studies.)

COMPOSITION OF MATERIALS

Each year Eureka Recycling conducts a composition of the material collected in Lauderdale.

While this is certainly not an industry standard, Eureka Recycling believes that this information is important for cities to have as they plan their budgets, make decisions on their education and outreach work plans and communicate with residents about what to recycle and the success of their program overall.

Total Annual Tons	2015-2016	2017
	249.9	221.9
Type of Material	% of Total Tonnage	% of Total Tonnage
News Mix	56.27%	54.04%
Cardboard	8.59%	10.03%
Boxboard	4.48%	4.53%
Wet Strength	0.84%	0.00%
Phone Books	0.00%	0.00%
Milk Cartons & Juice Boxes	0.31%	0.13%
Textiles	0.11%	0.00%
Total Glass	17.58%	20.15%
Steel Cans	2.09%	1.65%
Aluminum	1.13%	1.58%
HDPE NAT	1.24%	1.13%
HDPE Col	0.99%	0.44%
PET	3.04%	3.03%
Tubs and Lids	0.66%	0.21%
Thermoform	0.20%	0.00%
Residual	2.47%	3.08%
TOTAL	100.00%	100.00%

For more information on the methodology of the composition analysis done by Eureka Recycling, please see Appendix B.

Increases in Cardboard

The 2017 composition study revealed the continuation of the increase of the percentage of cardboard. This is linked to a sustaining increase in online shopping and rapid delivery offered by shipping companies. It has been named the "E-Commerce Effect." More people are buying more things online. This creates an increase in the amount of cardboard boxes households have to recycle each week.

From a zero waste perspective this suggests the need for factors that balance this increase in consumption. More is not necessarily better unless the products we are manufacturing and purchasing have been designed to be:

- Durable and last a long time
- Repairable if they break
- Exchanged to others when they are no longer needed and not thrown away
- Made from materials that are free of toxins
- Completely re-usable, recyclable or compostable at the end of their lifecycles
- Made by local businesses that keep the revenue from the sale of these products within the local economy creating local living wage jobs

Residual Rates in Single-Sort Recycling Programs

“Residual” refers to the amount of material collected from residents that is not actually recycled. In 2017, the residual rate increased. Although still excellent at just over 3% for a single sort MRF, it does indicate more effort may be needed to keep non-recyclable items out of the recycling.

Plastic bags, freezer boxes, black plastic, Styrofoam™, and plastic pouches continue to be the most common non-recyclable items in the residual.

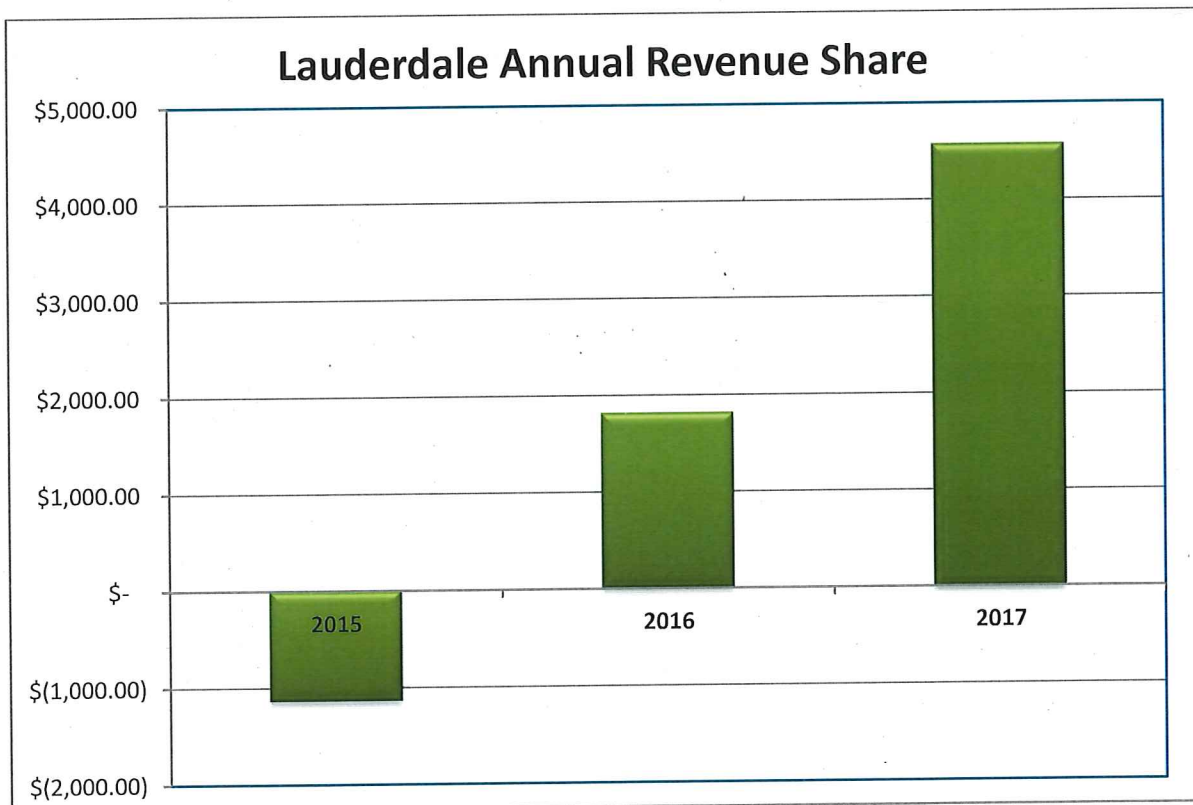
Engaging with residents through education (including the Guide to Recycling) in-mold labels on all recycling carts, our zero waste hotline, and outreach at many city sponsored events all lead to a lower residual rate. Regular communications makes it easy for Lauderdale residents to stay informed, and be clear about what is and is not recyclable in their city.

REVENUE

Since 2006, the City of Lauderdale has received more than \$97,000 in revenue from the sale of its recyclables. The materials that Lauderdale residents set out are valuable. They required tons of natural resources, a great deal of energy, and hours of labor to produce. Much of that value still remains in the items after they are used. Recycling this material captures that value and reinvests it into the next generation of products reducing costs and creating significant environmental benefit. The market for recycled material generates billions of dollars each year in the United States alone. This material is highly sought after by manufacturers who want to make new products out of it.

In 2017, the overall prices paid by end markets for the material recycled in the city's program began the year strong. However the year ended with the gross revenue dropping significantly.

For the entire year the city saw \$4,575 in revenue share. This was a significant increase from the \$1,817 earned in 2016.



Global, Regional, and Local Market Conditions Affecting Prices

Recycled materials are commodities just like other products such as, corn, cotton, and oil. In our modern global economy things that happen near and far can impact the prices paid for material on the open market. The following are the major factors influencing the prices paid for recycled materials. Some are very local issues affecting glass prices. Others are more global in nature and involve the economies of other countries like China.

Summary of Current Market Conditions

This is a summary of markets and our outlook for 2018 based on discussions with end markets and industry professionals. Please note that, as all projections, these could be inaccurate since recycling markets are now a global commodity that is impacted by many diverse forces including politics, global economics, pricing around oil, mining, shipping, weather, consumer behavior and more.

Non-Material Specific Impacts to Markets:

China's National Sword Policy: In the Spring/Summer of 2017 China let the World Trade Organization know that it was going to implement a new policy called National Sword aimed at reducing the amount of contaminated material shipped to their country and improve their own internal recycling infrastructure. We continue to market the vast majority of our material regionally (80-85% in MN), but are still impacted by the price-swings this is causes industry-wide. However, the high quality of our material and the way the City has only added materials with robust markets has helped mitigate these market conditions.

There was a short term spike in fiber pricing over the summer as firms in China rushed to purchase as much paper (especially cardboard) as they could before the policy was implemented. Although the policy is not going to be officially implemented until March 2018, China stopped issuing permits for material in mid-September. This meant that US Mills became flooded with fiber that normally would have been shipped to China. When there is more supply (fiber) than demand (mills that need fiber), prices fall and that is what happened in October when the average price for fiber fell 30 – 50%. In November cardboard pricing continued to fall 10-15% but fortunately other paper markets held steady. So far, we have seen most of the impacts of National Sword on fiber pricing but China is also halting the import of mixed plastics. As a result we've seen a slight dip in pricing for tubs and lids (mostly #5 plastics) as US Markets are getting material that was previously going to China. There has also been indication that HDPE and PET pricing could fall if MRFs start sorting more of their plastics and sending the sorted material to US Mills.

In the first months of 2018 we are continuing to see lower prices paid for materials as China continues the National Sword policy. It is difficult to predict when or if China will step back from the quality standards.

An important positive in this policy is that MRFs all over the country are working to change and update their processing systems to improve the quality of the material they are sending to end markets. This is a very good thing and means that more items will get sent to the right markets and more will get recycled. It also means that we will see more of the non-recyclable items pulled out of the recycling and thus higher reported residual rates.

Part of the solution is to make sure that companies that design and sell the packaging we buy take compatibility with existing recycling processes into account when they make the items. It also means that more emphasis will be placed on educating residents. This is because residents play a big role in making sure that only recyclable items end up in their cart. The low cost of oil continues to put downward pressure on the price of recyclable plastics as manufacturers can choose to use virgin oil over recycled content.

Long Haul Trucking: Another impact to the recycling market has been a shortage of long haul truckers. This is a difficult job that is not always well compensated. Additionally tighter safety regulations were implemented that require electronic monitoring on all trucks to ensure drivers aren't on the road longer than allowed. Between this and the hurricanes in the fall that increased demand for trucking, all end markets have seen trucking costs increase significantly. This will depress markets that require trucking long distances such as aluminum and tin. Fortunately we have a strong regional demand for PET and HDPE so that part of the sector has been hit less by the market but still may see impacts.

Material Specific Updates:

News, Mixed Paper, OCC: As mentioned previously we have seen markets drop significantly this fall due to China's National Sword Policy. We expect this trend to continue for at least six months and as long as two years. We may see pricing increase after six months if China loosens its regulations in order to get more material or as long as two years if China is able to continue manufacturing without US recyclables – two years is about how long we estimate it will take for new end markets to develop. At this time there is minimal action because investors and recyclers are reluctant to start projects that would fail if China loosens regulations suddenly.

Textiles: In the last few years we have seen the price of textiles drop precipitously as a result of "fast fashion", a trend towards manufacturing cheaper low quality clothing that wears out faster so has a lower reuse value. Because consumers are buying more of this, and discarding more of it, not only does it have a lower reuse value, but the market is flooded with this low quality clothing, reducing the value of all textiles. We expect this trend to continue in 2018.

Aluminum Cans: Most of our markets for aluminum cans are in Tennessee and Kentucky. Because of this distance, this market has been hit by the aforementioned higher cost of long haul trucking.

Steel Cans: The steel industry has been flooded by imported tin from China for the last few years, driving down the value of our tin. We expect this trend to continue though Tin prices are slowly increasing.

HDPE Plastic (Color and Natural) #2: This market has been depressed due to the low price of oil – this will likely continue in 2018. China’s National Sword Policy also may depress plastics pricing – see impacts from National Sword for more details.

PET Plastic (#1): Similar to HDPE, PET plastics are depressed due to the low price of oil. There also may be impacts from National Sword on PET pricing.

Tubs and lids (#5 and #4 rigid plastics): Due to China’s National Sword pricing we have seen these prices fall in the past year, after they were already low due to low oil pricing. We expect this trend to continue.

Glass: Prices paid for glass remain very low in 2017. The existence of only one processing facility for glass in Minnesota means that the supply of glass is still as high as or higher than the capacity of the local market to process and sell it. As a result, while Eureka is still able to sell and recycle the glass here in a local market the cost of processing and shipping that mixed glass to Strategic Materials Inc. (SMI) exceeds the price paid for it. While the economic value of glass may currently be low there are other benefits to consider. The environmental benefits created by recycling glass are significant as glass can be recycled infinitely creating more benefit each time. In addition, when recycled locally glass supports local economic development and jobs. This shows that despite the current prices being paid for recycled glass it is still a net positive material.

Why does recycling glass matter?

Without immediate planning and action, some of Minnesota’s recycled glass will end up in landfills or dropped from programs all together, and without a long-term solution that requires responsibility and some investment from producers, like bottle deposit legislation, glass may cease to be recycled at all. Glass collected for recycling that needlessly ends up in a landfill will end up costing the cities and their residents more money while reducing their recycling programs’ environmental benefits.

There are significant, undisputable environmental and economic benefits achieved from recycling glass. These include energy savings, reduction of air and water pollution, and a reduced need to mine new resources. Furthermore, state, municipal and environmental advocates agree that environmental benefits reduce dramatically the further we stray from the highest and best use of recycled glass, so glass bottles recycled into glass bottles should be the primary goal and then the next best markets for the smaller glass need to be developed. These environmental impacts are the reason Eureka Recycling has been committed to finding a solution to keep bottle-to-bottle recycling viable despite changes in collection methods.

- Glass bottles and jars are 100% recyclable and can be recycled endlessly without any loss in purity or quality.
- Over a ton of natural resources are saved for every ton of glass recycled.
- Energy costs drop about 2-3% for every 10% recycled glass, also called cullet, used in the manufacturing process.
- One ton of carbon dioxide is reduced for every six tons of recycled container glass used in the manufacturing process.

ENVIRONMENTAL BENEFITS

The environmental benefits of Lauderdale's zero-waste recycling program are quantified transparently using widely-accepted environmental models. This ensures that all residents have a chance to see how their efforts can be measured and quantified.

There are many ways to calculate the benefits of recycling. To better explain these benefits in commonly understood terms government agencies, research scientists, and economists have created several "calculators" to translate the amounts of recycled materials collected, and processed into equivalent positive societal and environmental benefits.

Because of the increasing societal focus on causes of and solutions to climate change, it has become imperative to measure waste reduction (and all of our activities) in terms of its impact on the environment. This allows us to speak in a common language, understand the impact of our choices, and help us prioritize the personal and policy actions that we take. Many cities around the country work with the International Council for Local Environmental Initiatives (ICLEI) to quantify and now register the climate change impacts of their city. It is also important to calculate the carbon impact of waste reduction as the global effort continues to enact a carbon "cap and trade" system.

In addition to climate change mitigation, there are other environmental benefits to recycling, including saving energy, protecting air quality, water quality, natural resources, natural beauty, habitat, and human health.

The Environmental Protection Agency (EPA) WARM Calculator

The equations used in environmental calculations try to take into account the "full life cycle" of each material—everything from off-setting the demand for more virgin materials (tree harvesting, mining, etc.) to preventing the pollution that would have occurred if that material were disposed of (burned or buried). Different calculators may include some or all of the many factors that contribute to the "full life cycle" so results will vary from calculator to calculator.

While there are many models emerging to calculate greenhouse gas reductions, the most recognized, and standard model is the U.S. Environmental Protection Agency's Waste Reduction Model (WARM). WARM was designed to help solid waste planners and organizations

track and voluntarily report greenhouse gas emissions reductions from several different waste management practices. WARM, last updated in June 2014, recognizes 46 material types.

Lauderdale	Total Recycling	Metric Tons Carbon Equivalent Reduction	Metric Tons Carbon Dioxide Equivalent Reduction
2015	207.3	137	501
2016	249.49	163	596
2017	221.93	115	422

MTCE (Metric tons of carbon equivalent), and MTCO₂E (Metric tons of carbon dioxide emissions) are figures commonly used when discussing greenhouse gas emissions. For more information about the process of measuring the environmental benefits of waste reduction, visit <http://epa.gov/climatechange/wycd/waste/measureghg.html#click>

What do all these numbers mean?

In addition to preventing pollution, an important impact of recycling is that it conserves a huge amount of energy. Making products and packaging from raw materials harvested from nature uses a much larger amount of energy than using recycled materials.

Every manufactured item has the energy used to make it “embedded” into it. Recycling takes advantage of that energy, as it is easier and more energy efficient to make a glass bottle from another glass bottle than from raw materials.

The WARM model and other calculators measure the difference between recycling all these tons of materials and using them to make new products versus sending them to an incinerator and making replacement products from raw materials. This difference is expressed as the amount of CO₂ that was not produced because we did not have to make and use all the energy that would have been needed if we used raw materials.

The numbers above help municipalities calculate and track their environmental footprint. For more information about the process of measuring the environmental benefits of waste reduction, visit <https://www.epa.gov/warm>.

These numbers, however, don’t have much meaning to the average person. To help recyclers understand the significance of their actions, the EPA has also developed tools to translate these numbers into equivalent examples that people can more easily understand.

- For example, using the figures above, the EPA estimates that **Lauderdale would have had to remove 89 cars from the road for one year to have had the same environmental impact in 2017 as they did by recycling.** To achieve this, nearly 8% of Lauderdale’s households would have had to give up one car for a year.
- Another way to look at it is that the residents of Lauderdale saved an amount of energy equivalent to 17,598 backyard barbeques worth of propane.

Although WARM is the most widely peer-reviewed and accepted model, it is considered to have several flaws. Many believe the use of this calculator is conservative, and understates the real impact of waste reduction efforts, but it offers a conservative starting place to measure our impacts and work towards our goals. Even with these conservative calculations, the impacts of Lauderdale’s recycling program prove to be quite significant.

Measuring Environmental Benefits Calculator (MEBCalc™)

Jeffrey Morris, Ph.D., Economist at Sound Resource Management in Seattle, has developed a calculator that begins with the EPA’s WARM calculator, and expands upon it to gather information on not just carbon and CO₂, but also several other important environmental and human health indicators. Although not yet widely used, this calculator shows the significant benefits that WARM does not consider.

The MEBCalc™ model expands and shows the benefits other than just energy savings and carbon savings. Recycling materials with zero waste in mind recognizes not just the value in the resource itself, but the contribution to the health of the community when materials are kept out of landfills and incinerators avoiding the toxic and carcinogenic emissions.

Lauderdale	2015	2016	2017
Total Recycling	207.3	249.49	221.9
Carbon Dioxide Equivalent Reduction (eCO ₂)	541.00	648.00	563.70
Human Health—Carcinogens Reduction (eBenzene)	0.1	0.1	0.1
Human Health—Non-Carcinogen Toxins Reduction (eToluene)	255	305.8	274.8
Human Health—Particulates Reduction (ePM _{2.5})	0.2	0.3	0.3
Acidification Reduction (eSO ₂)	1.5	1.8	1.6

Appendix A

City of Lauderdale Outreach and Education Summary 2017

Lauderdale's recycling program continues to be a leader. Outreach and education elements of the program are an important part to ensuring good participation and helping residents understand the benefits of recycling. This appendix details the specific outreach and education efforts which were undertaken in 2017.

Zero-Waste Hotline

Eureka Recycling's zero waste hotline is staffed by educators trained to answer questions about a wide variety of zero waste topics. Everything from recycling and customer service issues, to composting advice and support and tips to make your backyard barbecue waste free. The chart below represents the number of calls taken by our hotline from Lauderdale residents.

	2015	2016	2017
Hotline Calls			
Curbside Calls	79	72	121
Multi-family Calls	7	4	3
Total Calls	86	76	124
Requests for Printed Materials			
Curbside	4	1	2

Curbside Program Guide to Recycling

The 2017 guide to recycling provided all of the information needed for each household to participate in the single sort recycling program. Many residents appreciated this additional information and chose to call the Zero-Waste Hotline to learn more.

This year's guide once again promoted the new Story of a Cereal Box video. More information on that new video can be found below in the Special Outreach and Education Section.



Direct Education

Our experience has shown that the absolute best place to educate residents about their zero-waste recycling program is right at their recycling cart. Eureka Recycling and the City of Lauderdale share a value that all the material that can be recycled should be and material that cannot be recycled should not be collected. Taking non-recyclable items on a ride in a recycling truck and through a processing facility not only wastes the fuel and energy to transport and process the material, but also leaves the residents with the mistaken impression that the material can be recycled.

Eureka Recycling drivers educate residents at the curb using educational tags for specific problems. In 2017, drivers left educational tags in recyclers' bins. By simplifying the program to a single sort process, using carts provided to the household, and by adding additional plastics we eliminated many of the issues that generated tags in the past.

The most common reason residents received a tag in 2017 were:

1. Repeatedly having excess recycling placed next to cart while having a small or medium sized cart. The tag recommended that the resident call the hotline to request a larger, or even a second cart.
2. Cardboard not having been broken down to a size that will fit in the cart. To collect extra cardboard the driver tips the cart and then puts the extra cardboard into the cart and tips it again. Cardboard too big for the cart is difficult for the driver to collect.
3. Placing cart too far from the curb or backwards with the handle facing the street. This makes it hard for the material to fall in the truck and causes litter.

We work with our drivers to ensure they take every opportunity to provide additional education to residents. The value of this approach is that begins a conversation with residents and eliminates confusion. All of Eureka Recycling's tags encourage residents to call our hotline where zero-waste educators are available to clear up confusion about why certain items are not recyclable or to explain how residents' efforts at the curb have an important impact on the value of the material and the environmental benefits of recycling.



Sample Tags

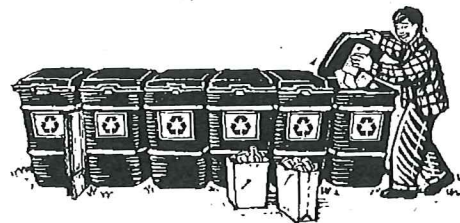
Special Pickup Addresses

To ensure every resident has the opportunity to recycle, Eureka Recycling offers to collect recycling from locations other than the curb for residents who request special pickup service due to short- or long-term physical limitations. This service is provided free of charge to ensure that anyone who would like to recycle has the opportunity to do so by helping remove any physical barriers. Thirteen households current participate in the recycling program using this walk-up service.

Multifamily Zero-Waste Recycling Program

Eureka Recycling currently services a total of 627 units in Lauderdale's multifamily program.

One of the challenges with recycling in multifamily properties is turnover. Residents move in and out all the time and even property managers and caretakers turn over constantly. Not having a reliable contact at each property makes it difficult to manage problems that may arise or to communicate the successes to residents. This challenge is one of the reasons most cities do not include apartment and condo buildings in their residential recycling programs. Eureka Recycling's staff also updated building managers' contact information whenever possible.



Twin Cities Free Market

Residents of the City of Lauderdale have the opportunity to exchange reusable materials via the Twin Cities Free Market (www.twincitiesfreemarket.org). This is a program of Eureka Recycling.

The Twin Cities Free Market is a great way for residents to give and get free, reusable items while keeping them out of the landfill or incinerator.

Lauderdale Free Market Usage	2015	2016	2017
Number of Users	6	11	7
Number of Items Exchanged	15	8	2
Pounds of Material Exchanged	318	3330*	328
*Pounds of Material Exchanged – Minus the Garage	N/A	830	N/A

Special Education and Outreach

The Story of a Cereal Box Video



Many people have asked to come on a tour of our materials recovery facility (MRF) to see what happens to their material after it leaves their curb. While not everyone can do this we wanted to offer the next best thing. We created a 10 minute video that follows a cereal box from the household that placed it in to their recycling all the way through the sorting process and finally to the end market that makes it into a new cereal box and the store that sells that new box.

Viewers can see the many types of machines and awesome people who make recycling work for Lauderdale. They can also see the impact of problem materials like plastic bags, hoses, chords and other things that people try and recycle. The video can be seen on Eureka Recycling's website. Residents and community groups can even request a special screening of the video along with a questions and answer presentation so they can ask all the questions they have about their recycling program.

The screening request form and the video can be found on Eureka Recycling website (<http://www.eurekarecycling.org/story-of-a-cereal-box>)



Eureka Recycling Composition Analysis Methodology

Eureka Recycling collects materials in a single sort collection system with all paper, cardboard, metal and plastic, steel, aluminum and glass containers combined by residents into one cart. Each year we conduct an annual composition study of the single sort material to determine the percentage each material represents in the overall composition.

(651) 222-SORT (7678)
www.eurekarecycling.org

Our mission is to reduce waste today through innovative resource management and to reach a waste-free tomorrow by demonstrating that waste is preventable, not inevitable.



Composition by Commodity of Each Recycling Stream

During the composition study we weigh each truck before and after to determine the weight of the material. Each truck has a stored weight that is updated regularly for accuracy. This process allows us to determine the initial weight of the material set out by residents during the period being analyzed.

The composition study starts with Eureka Recycling storing all of the materials collected in the city during a one-week period. These materials are stored in a separate bunker from all other materials at the facility. We sort the material separately from all other recycling at the facility.



The sorted materials are then baled or put into a hopper and transported with a forklift to the truck scale to be weighed. Finally, we weigh the total amount of each sorted material grade including the non-recyclable material (residual) to establish the percentage of the total tonnage that each material type represents in the overall composition.

An affirmative action, equal opportunity employer.

♻️ Printed on 100% postconsumer recycled paper that was processed without the use of chlorine.



Participation Trend Analysis Methodology

Eureka Recycling conducts an annual participation study in which both set-out and participation rates are analyzed and documented.

The **set-out rate** is the average number of households that set materials out for recycling collection on a given day. Not every household sets out their recycling each week. If they are out of town, forget or simply don't have very much in their cart they may not have a cart out for collection on their day. The Set-Out number is the average across all weeks reported of percentage of households that set-out material in any given week.

(651) 222-SORT (7678)
www.eurekarecycling.org

Our mission is to reduce waste today through innovative resource management and to reach a waste-free tomorrow by demonstrating that waste is preventable, not inevitable.



The **participation rate** is the number of households who set materials out for recycling collection at least once over the period of the study.

The participation rate is a better indication of overall recycling participation because it includes households that recycle at least once over the course of a month, recognizing that some households may not set-out recycling every week. It more accurately indicates how many households are participating in the recycling program overall, as opposed to the number of participants on a specific day.

Summary of Process

The study spans one month of collections. Over a four-week period, Eureka Recycling tallies the exact number of households that set out recycling for collection in the morning of their collection day, before the driver services the section. These tallies are then used to determine what percentage of the city sets out recycling on any given week (set-out rate) and what percentage of the city sets out recycling at least once over the study period (participation rate).

An affirmative action, equal opportunity employer.

♻️ Printed on 100% postconsumer recycled paper that was processed without the use of chlorine.

(<https://www.resource-recycling.com/recycling>)

RESOURCE RECYCLING

Your trusted source for recycling news and analysis

Import restrictions ripple across Southeast Asia (<https://resource-recycling.com/recycling/2018/06/05/import-restrictions-ripple-across-southeast-asia/>)

Posted on June 5, 2018

by Colin Staub (<https://resource-recycling.com/recycling/author/colinstaub/>)

Months after China ramped up restrictions on scrap imports, countries such as Indonesia, Malaysia and Vietnam are initiating similar, if less extensive, policies as officials try to get a handle on massive increases in shipments and improper use of permits.

Vietnamese customs officials have logged an [increasing number of import violations](https://resource-recycling.com/recycling/2018/05/30/why-vietnam-is-shutting-out-some-materials/), leading to stricter inspections and fewer import permits. Last month, major ports announced they would halt all scrap plastic imports for four months beginning in late June, and they will require more paperwork for paper imports.



Indonesia, Malaysia and Thailand have either expressed similar concern about the increase in imports or taken steps to restrict those imports. As a whole, the countries have substantially increased the volume of scrap paper and plastic they import since China slowed its imports this year. In some cases, the countries have doubled or tripled their scrap imports in recent months.

"Obviously, these ports are not able to handle this kind of traffic," Steve Wong, executive president of the China Scrap Plastics Association, said in a phone interview with Resource Recycling.

It's difficult to keep abreast of the latest changes in this fast-changing regulatory environment, where new developments are emerging by the day. Last week, the Bureau of International Recycling (BIR) [noted](http://www.bir.org/news-press/latest-news/barcelona-convention-paper-division-chinese-import-controls-pushing-industry-in-right-direction/) that "at times with little or no warning, countries were introducing regulations that massively impacted the recycling industry."

The following is a rundown of recent Southeast Asian scrap import developments.

Indonesia

Indonesia began inspecting 100 percent of scrap paper and plastic imports in early April, according to Ranjit Singh Baxi, president of BIR. He noted the policy during BIR's paper division meeting in Barcelona last week. The Institute of Scrap Recycling Industries (ISRI) shared the same information in an update to members shortly afterward. ISRI also [published a letter](http://www.isri.org/docs/default-source/default-document-library/2018-05-24-indonesia---change-in-inspection-requirements.pdf?sfvrsn=2) from inspection company Cotecna describing the policy change to its customers.

Wong, who also serves as chairman of Hong Kong plastics recycling company Fukutomi, noted that Indonesia has historically had strict import license policies, and that it generally takes at least a year for a company to get licensed for import into the country.

Still, Indonesian scrap paper imports from the U.S. have soared this year, up more than 300 percent during the first three months of 2018 compared with a year earlier.

Although U.S. Census data indicates Indonesia has imported less plastic from the U.S. this year compared with last, other countries have ramped up shipments. For instance, the U.K. sent 11.5 million pounds of scrap polystyrene to Indonesia during the first three months of this year after not sending any during the same period a year earlier. The U.K. also sent 7.3 million pounds of mixed/other scrap plastic from January through March this year, after sending none during the prior-year period.

Concerns over the potential for imports to increase significantly were at the forefront of an April meeting between Indonesian government officials, plastics recycling companies and other stakeholders.

Indonesian news outlet [Gatra reported](https://www.gatra.com/rubrik/ekonomi/320610-1naplas-Kebijakan-Cukai-Kemasan-Plastik-Tidak-Efektif-Kurangi-Sampah) that the April 30 meeting was related to an increase in permit requests and import volume increases, according to an online translation of the article. Stakeholders, including the Indonesian Plastics Recycling Association and the Indonesian

Resource Recycling Search

in
(<https://www.linkedin.com/company/resource-recycling-inc->)

Register now!



(<http://rrconference.com/>)

Page through the print edition online



(<https://cloud.3dissue.com/168774/169114/1>)

Our "flip" edition lets you look through back issues of Resource Recycling with ease. Look through the **May edition** (<https://cloud.3dissue.com/168774/169114/1>) or head to our **print edition page** (<https://resource-recycling.com/recycling/magazine/>) for an archive of magazines from past months.

The latest recycling industry news

Recycling fallout uncertain as tariff battle continues (<https://resource-recycling.com/recycling/2018/06/19/rec-fallout-uncertain-as-tariff-battle-continues/>)

The U.S. will enact tariffs on \$50 billion worth of Chinese products beginning July 6. Vowing retaliation, China released its own list of U.S. products to target in July.



Plastics Industry Association, described developed countries looking for alternatives to sending material to China, according to the article. They warned that an increase in imports could stymie efforts to advance local recyclables collection.

Malaysia

Concerns and disruptions in Malaysia have been reported since at least the beginning of 2018. Alerts from shipping lines to their customers provide a picture of the effects of a mass influx of recyclables.

In early February, shipping giant APL told its customers shipments of plastic to Malaysia would be restricted immediately in accordance with customs rules. The restrictions involved heightened paperwork requirements, essentially looking to ensure containers discharged at Malaysian ports had buyers ready to pick them up, and that scrap shipments had valid import permits.

Wong said Malaysia's government temporarily stopped issuing scrap plastic import permits on May 23, but it has since begun again.

Malaysia's National Solid Waste Management Department (NSWMD) confirmed the scrap import policies remain officially unchanged, although a process is underway to revise them.

Wan Marzuliani bt Wan Mohd, principle assistant director for the agency's approval and licensing division, told Resource Recycling the NSWMD "is in the process of reviewing existing policies and related process regarding the importation of plastic waste."

"This is to control the entry of imported plastic waste to Malaysia," the licensing director continued in an email. "However, currently the import permit application process is running as status quo and any application that meet the criteria set may be permitted."

Thailand

Imported plastic has become a focus of concern for local authorities in Thailand.

The country's national police recently announced a raid at Laem Chabang Port, where inspectors discovered what they described as "poor grade, non-recyclable plastic waste sent from 35 countries," according to an article in the [Bangkok Post](https://www.bangkokpost.com/business/news/1477693/fears-grow-over-waste-imports) (<https://www.bangkokpost.com/business/news/1477693/fears-grow-over-waste-imports>).

After a [recent bust on imported scrap electronics](https://resource-recycling.com/e-scrap/2018/05/24/ban-tracks-e-scrap-from-europe-to-thailand/) (<https://resource-recycling.com/e-scrap/2018/05/24/ban-tracks-e-scrap-from-europe-to-thailand/>), the inspectors were looking for further e-scrap import violations but instead came across the imported plastic. Inspectors seized 58 metric tons of plastic during the inspection.

According to the Bangkok Post, local environmental advocates are calling for a complete ban on recovered plastic imports in favor of bolstered domestic collection.

"This country does not have the capacity to examine all the plastic waste that is imported, thus it would be more realistic to stop all of these imports," Tara Buakamsri, Thailand country director for Greenpeace Southeast Asia, told the Post.

APL, the shipping line, [wrote to its customers on April 19](https://www.apl.com/wps/portal/apl/apl-home/news-media/customer-advisories/customeradvisories2018/us+canada+to+malaysia+thailand+temporary+ban+of+plastic+scrap+s) (<https://www.apl.com/wps/portal/apl/apl-home/news-media/customer-advisories/customeradvisories2018/us+canada+to+malaysia+thailand+temporary+ban+of+plastic+scrap+s>) announcing a "temporary ban of plastic scrap shipments" from the U.S. and Canada to Malaysia and Thailand.

"This is in response to the escalating number of idle containers of recycled plastics in both countries," the announcement stated.

Shipping company CMA CGM sent a [similar letter](https://www.cma-cgm.com/static/IP/attachments/20180426%20PLASTIC%20SCRAP%20TO%20TH%20VN%20-%2026042018.pdf) (<https://www.cma-cgm.com/static/IP/attachments/20180426%20PLASTIC%20SCRAP%20TO%20TH%20VN%20-%2026042018.pdf>) to some of its customers around the same time, noting a temporary ban on shipments to Thailand and Vietnam, but it [followed up in mid-May](https://www.cma-cgm.com/static/IP/attachments/20180516%20PLASTIC%20SCRAP%20TO%20TH%2016052018.pdf) (<https://www.cma-cgm.com/static/IP/attachments/20180516%20PLASTIC%20SCRAP%20TO%20TH%2016052018.pdf>) noting the temporary ban in Thailand had been lifted.

Wong told Resource Recycling the restrictions are the result of a confluence of factors: the increase in import volumes; a widespread practice of renting out import licenses for money; and increasing public pressure on governments take enforcement action against companies not meeting environmental requirements.

(story continues below charts)

China: Waste restrictions will spur US job growth (<https://resource-recycling.com/recycling/2018/06/19/china-waste-restrictions-will-spur-us-job-growth/>)

Chinese officials have responded to concerns from other nations about recent import restrictions. The Chinese comments directly address the "waste versus scrap" debate as well as global economic repercussions of National Sword.

Study finds benefits to bag-based collections (<https://resource-recycling.com/recycling/2018/06/19/study-finds-benefits-to-bag-based-collections/>)

In certain circumstances, having households bag recyclables and leave them at the curb might be a better option than using carts or bins.

Data expert ranks recycling metrics (<https://resource-recycling.com/recycling/2018/06/19/data-expert-ranks-recycling-metrics/>)

Opinions vary widely on the best tactic to record a program's diversion progress. An expert recommends returning to the basics with a relatively simple calculation that shows areas for improvement.

Brand owner struggles with recyclability goal (<https://resource-recycling.com/recycling/2018/06/12/brand-owner-struggles-with-recyclability-goal/>)

Global health and medical products company Johnson & Johnson says it might fail to achieve its packaging recyclability targets.

Exporter describes Southeast Asian shipment strife (<https://resource-recycling.com/recycling/2018/06/12/exporter-describes-southeast-asian-shipment-strife/>)

Many exporters of recovered materials have increased the volume they send to Southeast Asia this year in an effort to fill the void left by China.

China roundup: CCIC update, intense inspections and more (<https://resource-recycling.com/recycling/2018/06/12/china-roundup-ccic-update-intense-inspections-and-more/>)

Many developments related to the Chinese recycling import market have taken place in recent weeks. The following is a look at key updates.

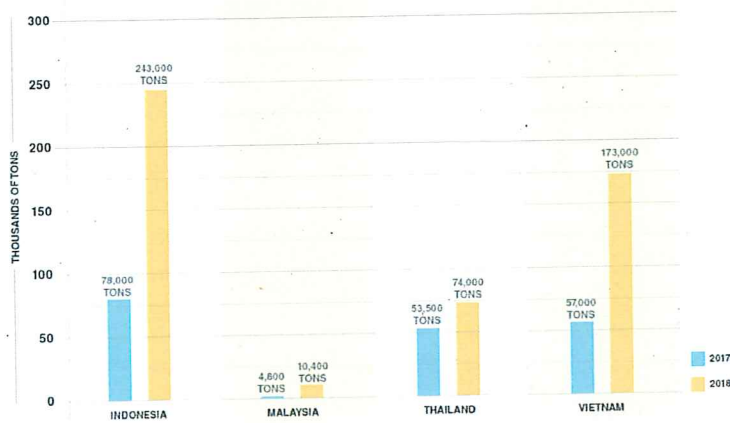
See more Resource Recycling headlines (<https://resource-recycling.com/recycling/category/news/>)



Turn waste into revenue.
Densify challenging waste into uniform pellets.

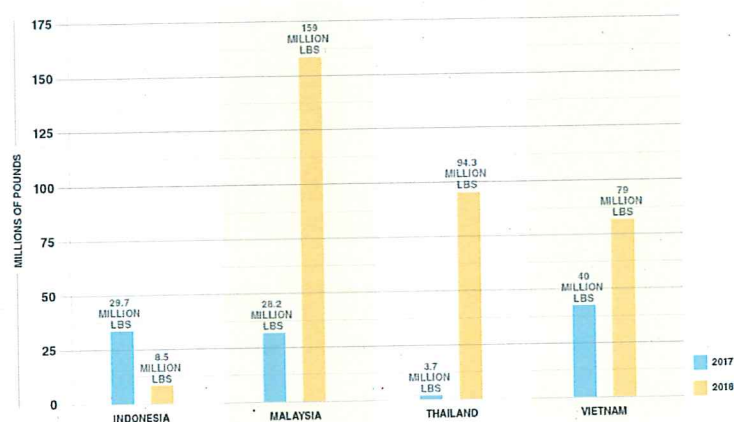
CPM CALIFORNIA PELLET MILL LEARN MORE

U.S. EXPORTS OF SCRAP PAPER TO SOUTHEAST ASIAN COUNTRIES
January–March 2017 compared with January–March 2018



Source: U.S. Census Bureau
© Resource Recycling, Inc.

U.S. EXPORTS OF SCRAP PLASTIC TO SOUTHEAST ASIAN COUNTRIES
January–March 2017 compared with January–March 2018



Source: U.S. Census Bureau
© Resource Recycling, Inc.

Widespread permit abuses

The influx of material into Southeast Asia has flooded the ports that have not had to deal with this sort of volume in the past, Wong said.

The permit sharing adds to the complication. Wong estimated that all of the Southeast Asian countries have this licensing problem, but that it doesn't become clear until the shipment arrives at the port. Then, it sits.

"All of this imported quantity is far more than what was allocated," Wong said. "Because of this, a quantity is stuck in the ports."

When shipments are finally cleared, for example with the use of legitimate import permits, the license holder gets hit with massive demurrage charges. Shipping lines, looking to avoid these problems, are requiring customers to sign letters of indemnity and put down deposits for shipments. And in some cases, they won't accept scrap material anymore.

Photo credit: apiguide/Shutterstock

More stories about Asia

- [Recycling fallout uncertain as tariff battle continues](https://resource-recycling.com/recycling/2018/06/19/recycling-fallout-uncertain-as-tariff-battle-continues/) (https://resource-recycling.com/recycling/2018/06/19/recycling-fallout-uncertain-as-tariff-battle-continues/)
- [China: Waste restrictions will spur US job growth](https://resource-recycling.com/recycling/2018/06/19/china-waste-restrictions-will-spur-us-job-growth/) (https://resource-recycling.com/recycling/2018/06/19/china-waste-restrictions-will-spur-us-job-growth/)
- [Exporter describes Southeast Asian shipment strife](https://resource-recycling.com/recycling/2018/06/12/exporter-describes-southeast-asian-shipment-strife/) (https://resource-recycling.com/recycling/2018/06/12/exporter-describes-southeast-asian-shipment-strife/)

(http://cpm.net/)



(http://www.cmtirerecyclingequipment.com)



(http://www.bulkhandlingsystems.com/material-recovery-facilities-mrfs)



(http://www.machinexrecycling.com/products-sorters-mach-hyspec-2/)



(http://www.govliquidation.com/Scrap-Metal.html)



(http://www.plexusrecyclingtechnologies.com)



(http://www.cprp.com)



(http://www.nrtsorters.com/)



(http://www.harrisequip.com/)



(http://vdrs.com/)



LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2018

ITEM NUMBER 1772 Pleasant St.

STAFF INITIAL *JB*

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In August 2017, the City Council authorized an administrative fee on the owner of 1772 Pleasant Street (Anthony Erenberg) for failure to maintain a crime free property and correct property condition issues. In October 2017, the Council voted to prohibit the issuance of a license for 1772 Pleasant for 12 months and placed conditions on a future issuance. The resolutions authorizing these actions are attached. In April 2018, a relative of the owner, Nathan Erenberg, asked the City Council if he could be issued a rental license if he brought the property up to code and took ownership.

Since that meeting, the criminal proceedings have concluded. The owner pled guilty and received a sentence that included the eviction of any remaining tenants by August 1. This was one condition of the issuance of a future license. The prosecuting city attorney is monitoring this situation.

Other conditions of a new license were the implementation of a crime free housing addendum with future renters, payment of the administrative fee, replacement of the roofs on the property, a 12-month sit-out period, and no future ordinance violations on the property.

Since the April meeting, Nathan has determined that he can take over the existing mortgage from his brother if he meets the conditions of the lending institution. Once this process is completed and Nathan can provide the City with the vesting deed showing he holds title exclusively, he can apply for a rental housing license. In the interim, the building official can provide him with the list of corrections that need to be completed to receive a license after he takes possession so he can begin to work on them.

With regard to the unpaid administrative fee, the city attorney advised that the City Council can recover the costs of legal expenses incurred from this enforcement action by billing and assessing the property if left unpaid. The City Council may also elect to suspend collection of the legal expenses and waive them if the new owner has proven to operate in a lawful and decent manner. From the beginning of enforcement, the legal fees have run in excess of \$5,000.00.

The purpose of this meeting is to update the Council on the recommendations of legal counsel and allow Nathan to update the City Council on his intentions. Staff is also looking for direction on how to address the legal costs.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2018

ITEM NUMBER 1825 Eustis Street Purchase

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The purchase agreement has been signed with an expected closing date of July 20, 2018. Attached is the estimated net report as prepared by the city attorney's office. It shows the costs the seller is paying including the prorated taxes through July 20. The pro-rated tax number will change based upon the final closing date. Staff is asking for authorization to issue payment and close on the property as soon as the closing documents are prepared.

STAFF RECOMMENDATION:

Motion authorizing the city administrator to issue payment for the purchase of 1825 Eustis Street and sign documents as necessary to facilitate the purchase.

1825 Eustis, Lauderdale, MN
ESTIMATED NET SHEET

Sale Price \$80,000.00

Expenses:

State Deed Tax	\$ 272.00
Well Expenses	\$ 800.00
Record Well Certification	\$ 50.00
Pro-Rate Taxes thru 7/20	\$ 148.60

TOTAL EXPENSES \$1,270.60

\$80,000.00
\$ 1,270.60

APPROXIMATE NET PROCEEDS \$78,729.40

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 26, 2018

ITEM NUMBER BCA JPA

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Bureau of Criminal Apprehension (BCA) asked the City to renew its joint powers agreement (JPA) with them which will allow the police department and the prosecuting attorney to access criminal data in their work for the City.

By adopting the attached resolution, the police officers and Katrina will be able to continue doing their jobs. It also gives the Mayor and city administrator authorization to sign the agreements.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 062618— A Resolution Approving State of Minnesota Joint Powers Agreements with the City of Lauderdale on Behalf of its City Attorney and Police Department.

COUNCIL ACTION:

RESOLUTION 062618A

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

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF LAUDERDALE ON BEHALF OF ITS CITY
ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Lauderdale on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lauderdale, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Lauderdale on behalf of its Prosecuting Attorney and Police Department, are hereby approved.
2. That the City Clerk-Administrator, Heather Butkowski, or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, City Clerk-Administrator is appointed as the Authorized Representative's designee.

3. That the City Clerk-Administrator, Heather Butkowski, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, City Clerk-Administrator is appointed as the Authorized Representative's designee.

4. That Mary Gaasch, the Mayor for the City of Lauderdale, and Heather Butkowski, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted by the City Council of the City of Lauderdale, Minnesota, this 26th day of June, 2018.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Clerk-Administrator

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

- 1. VPN – Site-Site Connection directly to BCA**
- 2. Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement
Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
- 3. Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
- 4. Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the City of Lauderdale on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 143432, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records* or *Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: Mary Gaasch

Signed: _____

Title: Mayor

Date: _____

Name: Heather Butkowski

Signed: _____

Title: City Clerk – Administrator

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Lauderdale on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

Agency will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Agency will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Katrina Joseph, City Attorney, 9422 Ulysses Street NE, Suite 120, Blaine, MN 55434, (612) 787-7698, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.
The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: Mary Gaasch

Signed: _____

Title: Mayor

Date: _____

Name: Heather Butkowski

Signed: _____

Title: City Clerk - Administrator

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____