### LAUDERDALE CITY COUNCIL MEETING AGENDA 7:30 P.M. TUESDAY, OCTOBER 23, 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 October 9, 2018 City Council Meetings
- c. Claims Totaling \$34,382.20

### 4. CONSENT

- a. SCORE Grant Funding for Recycling Program Resolution 102318A
- b. Sidewalk Snow Removal Contract with 8th Day Landscaping
- c. September Financial Report

### 5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

### 6. INFORMATIONAL PRESENTATIONS / REPORTS

- a. CTV Update
- b. Halloween Celebration
- c. Absentee Voting and Election Day
- d. 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.

a. Public Comment Opportunity Regarding Jurisdictional Transfer of Eustis Street and Roselawn Avenue

### 8. DISCUSSION / ACTION ITEM

- Ordinance No. 18-02 Amending the Code of Ordinances Regarding Tobacco, Tobacco
  Products, Tobacco-Related Devices, Nicotine or Lobelia Delivery Devices, and
  Electronic Delivery Devices
- b. Contract with Better Futures for the Deconstruction of 1821 and 1825 Eustis Street
- c. Electrical Quote for Rewiring Community Park Security Light

### 9. ITEMS REMOVED FROM THE CONSENT AGENDA

### 10. ADDITIONAL ITEMS

### 11. SET AGENDA FOR NEXT MEETING

- a. Canvasing Election Results
- b. Third Quarter Investment Report
- c. Ramsey County Sheriff Update
- d. Truth in Taxation Pubic Hearing November 27

### 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. 2019 Draft Fund Budgets
- c. Community Development Update

### 13. ADJOURNMENT

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

Page 1 of 3

October 9, 2018

### Roll Call

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

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

Councilors absent: None.

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. Mayor Gaasch stated that she would like to move the public hearing portion of the agenda ahead of the informational presentations to accommodate the large group in attendance to comment on the tobacco ordinance. Councilor Dains moved and seconded by Councilor Grove to approve the agenda. Motion carried unanimously.

Mayor Gaasch asked if there were any corrections to the meeting minutes. There being none, Councilor Dains moved and seconded by Councilor Moffatt to approve the minutes of the September 25, 2018, city council meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Moffatt moved and seconded by Councilor Dains to approve the claims totaling \$94,026.90. Motion carried unanimously.

### Consent

Councilor Dains moved and seconded by Councilor Grove to approve the Consent Agenda thereby approving the Insituform sanitary sewer lining pay request and the temporary fence permit for 1743 Eustis Street.

### **Public Hearings**

A. Ordinance Amending Title 3, Chapter 6 of the Code of Ordinances Regarding Tobacco Butkowski noted that the City Council has been evaluating whether to implement an ordinance that would raise the sales age of tobacco to 21 and/or restrict flavored tobacco. Staff reached out to current license holders. Edison Siouffy from SuperUSA noted that it wouldn't take long to adapt to the new age restriction as they sell 3.2 liquor and this would mean the age for both would be 21. He said some of their product moves slowly and suggested an implementation period of one year for flavored tobacco. Other cities ordinances went into effect within anywhere from 60 days (Falcon Heights) to one year (Minneapolis and St. Paul).

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

Page 2 of 3

October 9, 2018

The Council had a brief discussion on the matter before Mayor Gaasch opened the floor to the public at 7:41 p.m.

Melissa Walker, 1895 Pleasant Street, addressed the Council. She stated that her father died from lung cancer in 1991 and that her brother and husband are smokers as well. She believes that smoking has irreversibly impacted her family's life in a negative manner.

Bea Winkelaar, 1747 Malvern Street, addressed the Council. She described how her friends and classmates vape at school events and that vaping is part of the school culture.

Gene Nichols of Shoreview addressed the Council. He stated that he is a member of the African American Leadership Forum. He touched on the subject of menthol flavored tobacco products and how companies use them to prey upon the African American community.

Vakare Bartkaitis, Roseville Area High School student, addressed the Council. She stated that vaping is prevalent in her school and that kids are using devices that look like flash drives, backpack straps, and other disguised devises to vape in the classroom.

Pastor Dave Greenlund, 1836 Malvern Street, addressed the Council. He echoed many of the same sentiments as the previous speakers and stated his support for the proposed tobacco regulations in Lauderdale.

The Council thanked the commenters and everyone that came to the meeting. Mayor Gaasch closed the public hearing at 7:55 p.m. A vote on the draft tobacco ordinance was scheduled for the October 23 city council meeting.

### Informational Presentations/Reports

A. County Commissioner Mary Jo McGuire

Ramsey County Commissioner McGuire approached the Council to give her annual update on the happenings at Ramsey County. She covered a wide variety of topics and focused on the County's effort to improve internal operational processes and economic prosperity county wide.

### B. City Council Updates

Councilor Moffatt stated that she attended a Roseville School District referendum meeting. Mayor Gaasch shared that she toured the 3M Innovation Center and attended a Council of Mayors meeting.

### C. Halloween Party Update

Assistant City Administrator Bownik approached the Council to give an update on the annual Halloween party. He stated that volunteers are needed as well as candy and monetary donations.

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

Page 3 of 3

October 9, 2018

### **Discussion/Action Items**

A. Jurisdictional Transfer of Eustis Street and Roselawn Avenue Draft Agreement Butkowski said staff has worked with Ramsey County engineers on a draft turn back agreement which the city attorney has reviewed. The agreement has focused the conversation and identified a process for what the turn back would look like. Detailed information on the terms of the agreement is the lead story in the new newsletter. The plan is to take feedback from residents on the proposal at the October 23 council meeting. If the direction of the Council is to proceed, staff will work on an agreement with Roseville for maintenance of their piece of Roselawn Avenue. All agreements need to be finalized before the end of 2018 so that the city engineer can draft plans for a construction project in 2019.

Ramsey County Engineer Ted Schoenecker approached the Council to answer a few questions about the turn back situation.

### Set Agenda for Next Meeting

Administrator Butkowski stated that the October 23 council meeting may include a public comment opportunity regarding jurisdictional transfer of Eustis Street and Roselawn Avenue, an update on the demolition of 1821 and 1825 Eustis Street, the 2019 draft fund budgets, and the tobacco ordinance.

### **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. There being no interested parties to speak, Mayor Gaasch closed the floor.

### B. Community Development Update

Butkowski informed the Council that on October 25 there will be an open house at the former Lauderdale elementary school from 4-5 p.m. for those who missed out on the original tour. She mentioned receiving quotes to add a timer to the light at the dog park were coming in high. City staff is working on the insurance claim to repair the roof damage at City Hall.

### Adjournment

Councilor Grove moved and seconded by Councilor Dolphin to adjourn the meeting at 9:08 p.m. Motion carried unanimously.

Respectfully submitted,

aniles Cline

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**:

October 23, 2018

Subject:

List of Claims

The claims totaling \$34,382.20 are provided for City Council review and approval that includes check numbers 26080 to 26100.

### Accounts Payable

### Checks by Date - Detail by Check Date

User:

miles.cline

Printed:

10/19/2018 9:46 AM



Check No	Vendor No	Vendor Name	Check Date		Check Amount
	Invoice No	Description	Reference		
ACH	43	Public Employees Retirement Association	10/19/2018		
		PR Batch 52100.10.2018 PERA Coordinated	PR Batch 52100.10.2018 PER		1,094.65
		PR Batch 52100.10.2018 PERA Coordinated	PR Batch 52100.10.2018 PER		948.69
		Total for	this ACH Check for Vendor 43:		2,043.34
					and Zoo Conscious of
ACH	44	Minnesota Department of Revenue	10/19/2018		#00.00
		PR Batch 52100.10.2018 State Income Tax	PR Batch 52100.10.2018 State		588.82
		Total for	this ACH Check for Vendor 44:		588.82
ACH	45	ICMA Retirement Corporation	10/19/2018		
		PR Batch 52100.10.2018 Deferred Comp	PR Batch 52100.10.2018 Defe		938.33
		PR Batch 52100.10.2018 Deferred Comp	PR Batch 52100.10.2018 Defa		1,352.31
		Total for	this ACH Check for Vendor 45:		2,290.64
ACH	46	Internal Revenue Service	10/19/2018		
АСП	40	PR Batch 52100.10.2018 FICA Employee Portio			1,064.76
					1,064.76
		PR Batch 52100.10.2018 FICA Employer Portion			249.04
		PR Batch 52100.10.2018 Medicare Employer Po			249.04
		PR Batch 52100.10.2018 Medicare Employee Pc PR Batch 52100.10.2018 Federal Income Tax	PR Batch 52100.10.2018 Fede		1,129.21
		Total for	this ACH Check for Vendor 46:		3,756.81
			Total for 10/19/2018:		8,679.61
26080	34	AFSCME MN Council 5	10/23/2018		
20080	34	PR Batch 52100.10.2018 Union Dues	PR Batch 52100.10.2018 Unic		200.08
		TR Batch 32100.10.2010 Gillon 2 wild	*		
			Total for Check Number 26080:		200.08
26081	52	Bluechip Tree Company Inc	10/23/2018		
	102018	1871 Walnut Street - Remove Cottonwood Tree			4,200.00
	102018	1821-1825 Eustis Street & Alleyway - Remove T			4,690.00
	102018	1964 Walnut Street - Remove Ash Tree & Stump	_		900.00
	102018	1795 Eustis Street - Remove Trees & Stumps			7,500.00
			Total for Check Number 26081:		17,290.00
26082	184	Cintas	10/23/2018		
	102018	September Uniforms		,	46.52
	102018	September Uniforms			46.52
		,	Total for Check Number 26082:		93.04
0.0000	100	Compost	10/23/2018		
26083	192	Comcast October Internet	10/23/2010		494.84
	70802765	October Internet			., 1.0

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference		Check Amount
			Total for Check Number 26083:		494.84
26084	25 RISK-001951	County of Ramsey PR Batch 52100.10.2018 Short Term Disability PR Batch 52100.10.2018 Life Insurance PR Batch 52100.10.2018 Long Term Disability Insurance Processing Fee	PR Batch 52100.10.2018 Life		70.53 314.08 101.64 25.00
			Total for Check Number 26084:		511.25
26085	9 102018	Genuine Parts Company Inc Truck Parts	10/23/2018		63.08
			Total for Check Number 26085:		63.08
26086	185 102018 102018 102018	Lauderdale BP September Fuel September Fuel September Fuel	10/23/2018		48.27 48.27 225.27
			Total for Check Number 26086:	ti.	321.81
26087	78 WC17-18	League of Minnesota Cities Insurance Trus 2017-2018 Work Comp Insurance 2017-2018 Work Comp Insurance			238.88 3.94 7.74 12.02 92.35 153.79 127.56 134.98 4.51 291.98 17.25
26088	79	Minnesota Department of Labor & Industr	Total for Check Number 26087:		1,085.00
20088	SEP1230252018	3Q2018 Surcharge Report	y 10/25/2010		174.85
			Total for Check Number 26088:		174.85
26089	84 102018	North Star Bank Cardmember Services Archery Sign	10/23/2018		39.90
			Total for Check Number 26089:		39.90
26090	10 0000670336	On Site Sanitation Inc 10/06/2018 - 11/02/2018 Park Portable Restroo	10/23/2018 m		238.16
			Total for Check Number 26090:	,	238.16
26091	75 102018 102018	Petty Cash Record Lot Splits USPS - Certified Letter	10/23/2018		230.00 6.70
			Total for Check Number 26091:		236.70
26092	131 18002795	Safety Signs LLC Night to Unite Signs	10/23/2018		350.00

Check N	o Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 26092:	350.00
2609	03 80 005143	Sam's Club Motor Oil	10/23/2018	84.33
			Total for Check Number 26093:	84.33
2609	04 155 48217	Seven Corners Printing 4Q2018 Newsletter	10/23/2018	641.00
			Total for Check Number 26094:	641.00
2609	95 81 102018	St Paul Regional Water Service 1795 Eustis Street	10/23/2018	273.28
			Total for Check Number 26095:	273.28
2609	96 91 102018	Suburban Ace Hardware General Supplies	10/23/2018	9.01
			Total for Check Number 26096:	9.01
2609	07 4 17857 17857	The Neighborhood Recycling Company September Revenue Sharing September Recycling Contract	Inc 10/23/2018	184.75 2,442.24
			Total for Check Number 26097:	2,626.99
2609	98 3 368196580	US National Equipment Finance Inc Copier Contract	10/23/2018	149.00
		*	Total for Check Number 26098:	149.00
2609	99 90 9815618603 9815618603 9815618603	Verizon Wireless September Cell Phone September Cell Phone September Cell Phone	10/23/2018	16.44 32.88 16.45
			Total for Check Number 26099:	65.77
2610	00 74 609761400 609890751 610274972 610274972 610274972 610274972 610278708 610278708	Xcel Energy Larpenteur Avenue September Street Lighting 1917 Walnut Street 1885 Fulham Street 1885 Fulham Street 1885 Fulham Street 1891 Walnut Street	10/23/2018	47.84 423.69 25.00 28.16 18.28 25.00 159.05
			Total for Check Number 26100:	754.50
			Total for 10/23/2018:	25,702.59
			Report Total (25 checks):	34,382.20

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent X Special	MEETING DATE October 23, 2018  ITEM NUMBER SCORE Funding for Recycling Program
Discussion/Action Resolution Work session  ———	STAFF INITIAL Jim APPROVED BY ADMINISTRATOR
legislation based on the recommenda and the Environment. This set of law Minnesota's Waste Management Active funding source to develop effective or programs.  SCORE funding grants are automatical annual basis with submittal of a grant cover expenses related to the City's reequipment, and collection. We do not Minnesota Pollution Control Agency do November. However, Ramsey County of October.  A resolution is required as part of the	opted comprehensive waste reduction and recycling ations of the Governor's Select Committee on Recycling ws, commonly referred to as SCORE, is a part of the SCORE legislation has provided counties with a waste reduction, recycling and solid waste management ally provided to municipalities in Ramsey County on an application. Last year, Lauderdale received \$5,832 to help ecycling program such as administration, promotion, know what Lauderdale is eligible for this year because the oes not provide counties with their allocations until requires the grant application to be submitted by the end grant application. Adopting the attached resolution means greement should be ready for signing in November.
OPTIONS:      Adopt the prepared resolution as prepared resolution a	part of the consent agenda. for discussion and action.
STAFF RECOMMENDATION: By approving the consent agenda, the	e Council is adopting the attached resolution.
COUNCIL ACTION:	

### **RESOLUTION NO. 102318A**

### CITY OF LAUDERDALE COUNTY OF RAMSEY STATE OF MINNESOTA

### A RESOLUTION ACCEPTING 2019 SCORE FUNDING FROM RAMSEY COUNTY FOR THE LAUDERDALE RECYCLING PROGRAM

WHEREAS, SCORE Funding Grants are available to municipalities in Ramsey County for reimbursement of expenses related to administration, promotion, and collection of, recycling materials; and,

WHEREAS, the City of Lauderdale has a comprehensive curbside residential recycling program currently in use; and,

WHEREAS, these funds will provide Lauderdale with a method of paying for some incurred costs related to the administration of this program and collection of materials, thus aiding in keeping the cost to the residents low;

**NOW THEREFORE, BE IT RESOLVED** that the Lauderdale City Council does hereby authorize staff to submit an application to the St. Paul - Ramsey County Department of Public Health - Environmental Health Section for allocation of 2019 SCORE Funding Grant Monies.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Lauderdale on this 23rd day of October, 2018.

Mary Gaasch, Mayor	
(ATTEST)	(SEAL)
Heather Butkowski, City Administrator	

### LAUDERDALE COUNCIL ACTION FORM

Action Requested	THE PERSON NAMED IN COLUMN 1	Meeting Date	October 28, 2018
onsentX ublic Hearing viscussion action esolution Vork Session		ITEM NUMBER STAFF INITIAL APPROVED BY AD	LA Snow Removal  AB  DMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City received a proposal from 8th Day Landscaping for the quickly approaching winter season. They offered the same price (\$645/month) as the City paid last year to remove snow in front of the homes along Larpenteur Avenue.

Staff have been communicating with Metro Transit and 8th Day Landscaping to clarify where bus riders will be picked up. That became an issue last year as we experienced significant snow and we believe that has been resolved (so long as Metro Transit passes the expectations along to their bus drivers).

### STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council directs staff to enter into a contract with 8th Day Landscaping for snow removal services as presented.

### Contract between the City of Lauderdale and 8th Day Landscaping, LLC.

This contract (the "Agreement") is made and entered into this 23<sup>rd</sup> day of October, 2018, between the City of Lauderdale, Minnesota (the "City"), and 8<sup>th</sup> Day Landscaping, LLC., (the "Contractor"), (collectively, the "Parties").

### **Scope of Services**

### Snow plowing specifications for roadways, driveways and parking areas:

Snow removal of roadways, driveways, and parking areas is not a part of the scope of services expected from the Contractor. In the event the services are needed, city staff will make arrangement with the Contractor at the *Equipment/Product Rates* defined below.

### Snow shoveling specifications: Trigger depth: 1.5 inches

The snow removal area is identified in *Appendix A: Sidewalk Segments for Snow Removal*. Snow shoveling will be completed by hand or power method. Snow shoveling will be completed with the following guidelines.

- 1. Snow will be removed from the walkways so as to maintain a minimum clearance of 36 inches. Cut outs for bus access also will be cleared to maintain a minimum width of 36 inches.
- 2. Walkways will be shoveled within 12 hours of cessation of snow. This standard will be used for all snowfalls that meet the trigger depth, and do not exceed 6 inches. For snow falls that are between 6-12 inches, the standard snow removal time will be extended an additional 18 hours. Any snowfall that exceeds 12 inches will be handled on a best effort basis.
- 3. Removal of ice built-up is not the responsibility of the Contractor.
- 4. All mail boxes will be shoveled around so they may be accessible for the residents and mail carriers. This will be completed within 12 hours for snowfalls that meet trigger depth, but do not exceed 6 inches. Snowfalls over 6 inches will extend their removal time an additional 18 hours.
- 5. Fire hydrants will be cleared of snow within 12 hours, for all snowfalls that meet trigger depth, but do not exceed 6 inches. Snow falls that exceed 6 inches will extend the removal time an additional 18 hours. Any snowfall that exceeds 12 inches will be handled on a best effort basis.
- 6. On occasion when temperatures reach -15F or less, shoveling may be delayed until safer working conditions prevail.

### Snow Removal: Call out

In the event a property owner along Larpenteur Avenue does not perform snow removal or snow removal satisfactorily, the Contractor agrees to provide snow removal service in the same manner as it does in the contract area identified in Appendix A. This service requires a phone call or electronically written notice from the City Administrator or their designee. The Contractor will perform the service within 24 hours of receiving notice. Services will be provided at the costs identified in *Equipment/Product Rates* and billed to the City. The City is responsible for seeking reimbursement from the property owner serviced.

### Sanding of driveways, parking lots, and walks

Sanding of drives, parking areas, walks, walkways, and steps will be completed as requested. Sanding and salting is available at an extra charge and will be billed at \$120.00 per ton of sand salt mix. The Contractor is not held responsible for injuries or accidents related to winter

conditions. The Contractor will not be held responsible for turf damage due to sanding or salting.

### Sanding / Salting / De-icing Options (upon request)

Ice melt products will be applied to roads and walkways as requested only. Cost for ice melt on roadways is \$120.00 per ton of salt sand mix or \$0.75 per pound applied to walkways. The Contractor is not held responsible for injuries or accidents related to winter conditions. The Contractor will not be held responsible for turf damage due to deicing procedures. The City will contact the Contractor when the City would like salt, sand, or deicing products dispersed. This will require a phone call or written statement from the City Administrator or their designee.

### **Inspections**

The Contractor will inspect sidewalks by May 15, and report any damages caused by snow plowing. Any damages that occur in excess of \$150.00 must be reported immediately.

### Responsibility of the City

The following activities are not part of this contract; however, the Contractor will advise the City to reduce costs in these areas.

- 1. Ice accumulation.
- 2. The use of deicer materials or activities not defined in these specifications to promote safety.
- 3. Snow removal, hauling, or relocating snow piles.
- 4. Any damage caused by protruding objects from paved areas, or from items not visible to the Contractor at the time of snow operations.
- 5. Snow removal requests that are below the specific trigger depth, or that are outside the specifications.

### Compensation

The Contractor will furnish all labor and materials for contract specifications. The above contract is valid from November 1, 2018 to April 30, 2019. The Monthly Contract amount is \$645.00 per month which the City will pay in six equal installments of \$645. The City agrees to pay the Contractor in full within 30 days of date of invoice. Payments not received within 30 days will be charged a service charge of 2% per month. Any increase in taxes or other regulations that become effective during the term of this agreement shall be passed on to the City.

- -Any increase in fuel prices over 25% will be passed on to the City.
- -Any services performed outside of these specifications will be billed at the following rates.

### **Equipment/Product Rates**

The following rates apply to additional services performed by the Contractor. A minimum charge of \$75 applies to callouts.

- ½ ton plow truck with operator: \$63.00 per hour
- <sup>3</sup>/<sub>4</sub> ton plow truck with operator: \$79.00 per hour
- One-ton plow truck with operator: \$89.00 per hour
- Hand shoveling: \$49.00 per/man hour
- Sidewalk salt: \$0.75 per/lb. applied
- Magnesium salt: \$1.00 per/lb. applied

- Walk behind blower: \$55.00 per/hour
- Salt and sand mixture-for driveways: \$120.00 per ton
- Strait salt mixture- for driveways: \$150.00 per ton
- Bobcat with operator: \$110.00 per hour (1 hour minimum.)
- Dump truck with operator: \$150.00 per hour (1 hour minimum)

### **Terms of Contract**

### 1. Terms and Conditions

The term of this contract shall be for a period of six months commencing on November 1, 2018 and terminating on April 30, 2019. The time performance of any portion of the obligations of the Contractor under this agreement shall be of the essence, subject only to delay caused by or contributed to by act of the City, its agents or employees, labor disputes, fire, unavoidable casualties, act of God, or action or non-action of utilities or of local, state, or federal government.

### 2. Insurance

The Contractor shall fully insure itself against any and all liability which it may have under the worker's compensation law, general liability, and automobile coverage. The Contractor shall furnish a certificate of insurance to City prior to beginning work.

### 3. Force Majeure

The Contractor shall not be liable to City for any damages to property, personal injuries, or other liability arising outside of the Contractor's control including but not limited to, vandalism, flood, rain, fire, wind, heavy snow, freezing, strikes, lack of salt availability, other natural causes, acts of God or acts of persons other than the Contractor's employees or agents.

### 4. Independent Contractor Relationship.

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

### 5. Indemnification.

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

### 6. General Provisions.

- A. <u>Assignment</u>. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- B. <u>Amendments</u>. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.

- C. <u>Governing Law</u>. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- D. <u>Savings Clause</u>. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- E. <u>Waivers</u>. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- F. No Waiver by City. By entering into this agreement, the City does not waive its entitlement to any immunity under statute or common law.
- G. <u>Termination</u>. Either party may terminate this agreement at any time for any reason. If the contract is terminated early, the City will pay a prorated fee for services performed to date.

7. Complete Agreement

This agreement and all amendments and exhibits hereto specifically signed and incorporated herein, constitutes the entire agreement between the parties and supersede any and all other agreements, either oral or in writing. By signing below, each party acknowledges that they have read and understand this agreement and that no representation, inducement, promise or agreement oral or otherwise, has been made by any party, which is not embodied within. This agreement shall be construed as objectively in the light of its overall purpose, which is to provide the services herein for compensation. Neither the souse nor the authorship of this agreement shall cause bias or presumption in the constitution or interpretation of this agreement. Any changes to the terms or conditions of this agreement are not binding unless in writing and signed by both parties hereto.

### 8. Notices

Notices under this contract shall be reserved on the parties by certified mail at the following addresses:

### City:

City of Lauderdale 1891 Walnut St. Lauderdale, MN 55113

### Contractor:

8th Day Landscaping 1965 Margaret St N N. St. Paul, MN 55109

In witness thereof, the parties hereto have executed this agreement the day and year first written above.

By:
Jeather Butkowski, Lauderdale City Administrator
3y:
Daniel Alfred Owner/Operator
th Day Landscaping

### Appendix A Sidewalks Segments for Snow Removal





### Sidewalk RFP Option 1 City of Lauderdale, MN





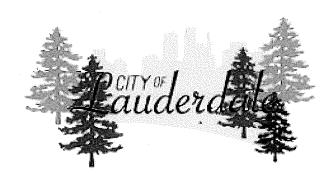
### LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	October 23, 2018
ConsentX	ITEM NUMBER	September Financial Report
Public Hearing Discussion	STAFF INITIAL	«ADL
Action		
Resolution Work Session	APPROVED BY AD	MINISTRATOR
TO OTTE SOUDIOIT		
		/EVA
DESCRIPTION OF ISSUE AND I		
Every month I provide the Council v	with an updated copy c	of the city's finances. Following
are the revenue, expense, and cash ba	varance reports for Sep	MIIIUUI 2010.
	•	
		•
OPTIONS:		
	•	
STAFF RECOMMENDATION:		
By approving the consent agenda, th	ne Council acknowledg	ges the city's financial report for
September 2018.		
COUNCIL ACTION:		

### General Ledger Cash Balances

User: heather.butkowski Printed: 10/10/2018 4:21:12 PM

Period 09 - 09 Fiscal Year 2018



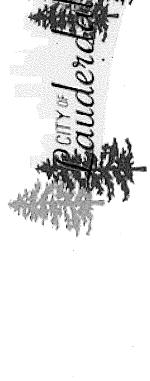
Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,555,481.01	21,088.30	135,574.88	-2,669,967.59
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	12,256.04	17.14	664.10	11,609.08
Cash	227-00000-000-10100	90,684.18	127.76	4,280.92	86,531.02
Cash	305-00000-000-10100	57,015.72	84.31	0.00	57,100.03
Cash	401-00000-000-10100	122,761.61	181.53	0.00	122,943.14
Cash	403-00000-000-10100	461,185.97	681.96	0.00	461,867.93
Cash	404-00000-000-10100	271,183.36	401.00	0.00	271,584.36
Cash	405-00000-000-10100	0.00	0.00	0.00	0.00
Cash	414-00000-000-10100	292,941.83	433.17	0.00	293,375.00
Cash	415-00000-000-10100	-80,317.73	0.00	0.00	-80,317.73
Cash	416-00000-000-10100	101,567.79	150.19	0.00	101,717.98
Cash	602-00000-000-10100	1,034,826.68	46,777.82	20,970.37	1,060,634.13
Cash	603-00000-000-10100	369,403.65	17,594.41	5,922.92	381,075.14
Current Assets		178,128.09	87,537.59	167,413.19	98,252.49
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash	101-00000 000 10200	300.00	0.00	0.00	300.00
	Value 101-00000-000-10410	3,121,288.60	4,879.35	0.00	3,126,167.95
Adj Investments		3,121,288.60	4,879.35	0.00	3,126,167.95
Grand Total		3,299,716.69	92,416.94	167,413.19	3,224,720.44



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% ExpendCollect
101	General Fund Revenue Taxes Licenses and Permits Intergovernmental Revenues Charges for Services Fines and Forfeits Miscellaneous Revenue Other Financing Sources	765,514.00 30,850.00 540,760.00 12,300.00 30,000.00 8,500.00	0.00 3,344.00 0.00 2,740.37 2,126.00 975.80 0.00	371,012.29 38,703.85 270,380.00 12,271.21 17,076.66 16,669.35 4,005.00	394,501.71 -7,853.85 270,380.00 28.79 12,923.34 -8,169.35 -4,005.00	48.47 125.46 50.00 99.77 56.92 196.11
	Revenue	1,387,924.00	9,186.17	730,118.36	657,805.64	52.61
	Expense Personal Services Supplies Other Services and Charges Capital Outlay Other Uses	385,550.00 19,800.00 934,574.00 0.00 48,000.00	29,473.32 546.59 88,773.49 0.00	293,749.73 9,956.70 745,332.93 950.00	91,800.27 9,843.30 189,241.07 -950.00 48,000.00	76.19 50.29 79.75 0.00
	Expense	1,387,924.00	118,793.40	1,049,989.36	337,934.64	75.65
101	General Fund	0.00	-109,607.23	-319,871.00	319,871.00	0.00



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications Revenue Taxes Miscellaneous Revenue	20,000.00	0.00	10,078.25	9,921.75	50.39 329.63
	Revenue	20,040.00	17.14	10,210.10	9,829.90	50.95
	Expense Personal Services Supplies Other Services and Charges Capital Outlay	8,467.00 600.00 3,200.00 5,000.00	664.10 0.00 0.00	6,347.91 600.00 1,611.96 4,753.57	2,119.09 0.00 1,588.04 246.43	74.97 100.00 50.37 95.07
226	Expense Communications	17,267.00	664.10	13,313.44	3,953.56 5,876.34	77.10



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue Intergovernmental Revenues Miscellaneous Revenue	5,832.00 41,460.00	0.00	0.00	5,832.00	0.00
	Revenue	47,292.00	127.76	18,732.79	28,559.21	39.61
	Expense Personal Services Supplies Other Services and Charges Capital Outlay	22,090.00 0.00 31,000.00	1,720.69 0.00 2,560.23 0.00	16,586.83 0.00 19,500.05 331.00	5,503.17 0.00 11,499.95 -331.00	75.09 0.00 62.90 0.00
722	Expense Recycling	53,090.00	4,280.92	36,417.88	16,672.12 11,887.09	68.60



					!	
Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A Revenue Miscellaneous Revenue Other Financing Sources	0.00	84.31	282.03 56,818.00	-282.03	00:00
	Revenue	0.00	84.31	57,100.03	-57,100.03	0.00
	<b>Expense</b> Debt Service	0.00	0.00	00.0	0.00	00:00
	Expense	0.00	0.00	0.00	00.00	0.00
305	GO TIF Revenue Bonds 2018A	0.00	84.31	57,100.03	-57,100.03	00.00

# General Ledger Rev



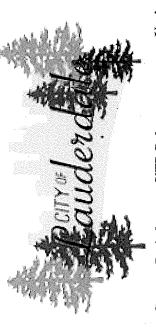
General Ledger Revenue vs Expense	ense					
User: heather.butkowski Printed: 10/10/2018 4:23:11 PM Period 09 - 09 Fiscal Year 2018	11 PM		2	uderda	arille.	
Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects Revenue Intergovernmental Revenues Miscellaneous Revenue Other Financing Sources	0.00 500.00 0.00	0.00 181.53 0.00	0.00 25,035.61 0.00	0.00-24,535.61	0.00 5,007.12 0.00
	Revenue	500.00	181.53	25,035.61	-24,535.61	5,007.12
	Expense Other Services and Charges Capital Outlay Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	10,000.00	0.00	000	10,000.00	0.00
401	General Capital Projects	-9,500.00	181.53	25,035.61	-34,535.61	-263.53



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects Revenue Intergovernmental Revenues Miscellaneous Revenue Other Financing Sources	0.00 6,000.00	0.00 (81.96 0.00	8,223.50 18,412.95 0.00	-8,223.50 -12,412.95 0.00	306.88
	Revenue	6,000.00	681.96	26,636.45	-20,636.45	443.94
	Expense Capital Outlay Other Uses	40,000.00	0.00	10,326.30	29,673.70 0.00	25.82
	Expense	40,000.00	0.00	10,326.30	29,673.70	25.82
403	Street Capital Projects	-34,000.00	681.96	16,310.15	-50,310.15	-47.97



						·
User: heather.butkowski Printed: 10/10/2018 4:23:11 PM Period 09 - 09 Fiscal Year 2018	:11 PM		S. W.	uderda	ALC: N	
Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects Revenue Miscellaneous Revenue Other Financing Sources	3,000.00	401.00	2,808.82	191.18	93.63
	Revenue	3,000.00	401.00	2,808.82	191.18	93.63
	Expense Supplies Capital Outlay Other Uses	0.00 25,000.00 0.00	00.00	0.00	0.00 25,000.00 0.00	00.00
	Expense	25,000.00	0.00	00.00	25,000.00	0.00
404	Park Capital Projects	-22,000.00	401.00	2,808.82	-24,808.82	-12.77



Account Number	Description	Budget	Budget Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment Revenue Miscellaneous Revenue Other Financing Sources	0.00	0.00	43.49	43.49	0.00
	Revenue	0.00	0.00	43.49	-43.49	0.00
	<b>Expense</b> Other Services and Charges	0.00	0.00	25,881.29	-25,881.29	0.00
	Expense	0.00	0.00	25,881.29	-25,881.29	0.00
405	Rosehill Tax Increment	00.00	0.00	-25,837.80	25,837.80	0.00



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development Revenue Miscellancous Revenue Other Financing Sources	1,000.00	433.17	3,282.38	-2,282.38	328.24
	Revenue	39,000.00	433.17	3,282.38	35,717.62	8.42
	<b>Expense</b> Other Services and Charges Other Uses	10,000.00	0.00	8,550.00	1,450.00	85.50
	Expense	10,000.00	0.00	8,550.00	1,450.00	85.50
414	Development	29,000.00	433.17	-5,267.62	34,267.62	-18.16



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment Revenue Miscellaneous Revenue Other Financing Sources	0.00	00:00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	00.0
	Expense Other Services and Charges Capital Outlay	00.00	0.00	1,308.00	-1,308.00	0.00
	Expense	0.00	0.00	80,317.73	-80,317.73	0.00
415	Housing Redevelopment	0.00	0.00	-80,317.73	80,317.73	0.00

User: heather.butkowski Printed: 10/10/2018 4:23:11 PM Period 09 - 09 Fiscal Year 2018	11 PM		The second	uaerae		
Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2			÷		
	Kevenue Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	150.19	504.03	-504.03	0.00
	Other Financing Sources	0.00	0.00	1,238,182.00	-1,238,182.00	0.00
	Revenue	0.00	150.19	1,238,686.03	-1,238,686.03	0.00
	Expense	00.0	00.0	816.05	-816.05	0.00
	Capital Outlay Other Uses	0.00	0.00	0.00	0.00 -40,019.50	0.00
	Expense	0.00	0.00	40,835.55	-40,835.55	00.0
416	TIF District No. 1-2	0.00	150.19	1,197,850.48	-1,197,850.48	0.00

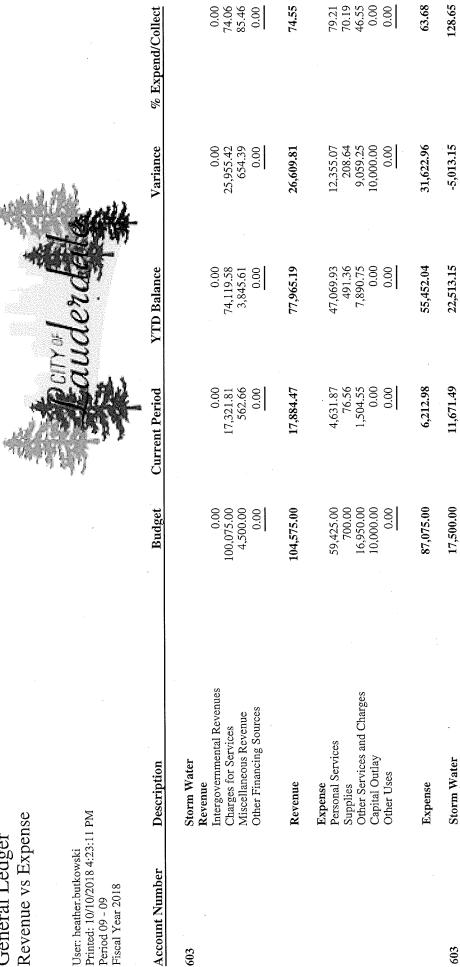


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer Revenue Intergovernmental Revenues Charges for Services Miscellaneous Revenue Other Financing Sources	0.00 272,301.00 10,000.00	0.00 46,855.47 1,566.04 0.00	0.00 196,876.57 10,714.38	0.00 75,424.43 -714.38	0.00 72.30 107.14 0.00
	Revenue	282,301.00	48,421.51	207,590.95	74,710.05	73.54
	Expense Personal Services Supplies Other Services and Charges Capital Outlay Other Uses	68,643.00 800.00 196,858.00 100,000.00	5,343.81 76.56 17,193.69 0.00	54,344.36 491.39 120,875.74 0.00	14,298.64 308.61 75,982.26 100,000.00 0.00	79.17 61.42 61.40 0.00
	Expense	366,301.00	22,614.06	175,711.49	190,589.51	47.97
602	Sanitary Sewer	-84,000.00	25,807.45	31,879.46	-115,879.46	-37.95

### Revenue vs Expense General Ledger

User: heather.butkowski Printed: 10/10/2018 4:23:11 PM Fiscal Year 2018 Period 09 - 09

603

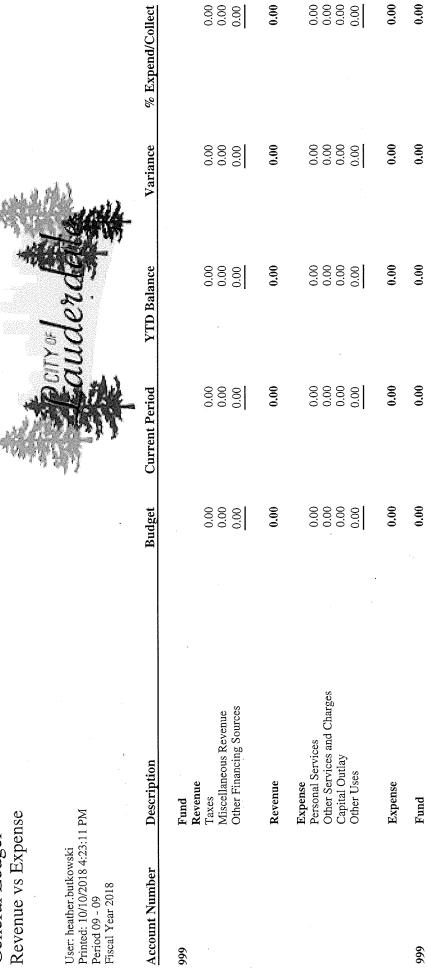


603

### Revenue vs Expense General Ledger

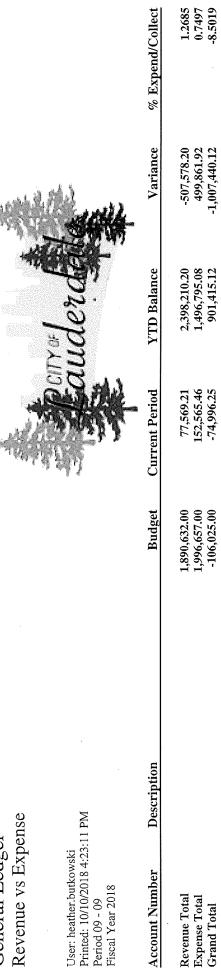
Period 09 - 09 Fiscal Year 2018





### Revenue vs Expense General Ledger





### LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date October 23, 2018
Consent	ITEM NUMBER <u>CTV Updates</u>
UpdateX DiscussionX	STAFF INITIAL #
Action	
Resolution Work Session	APPROVED BY ADMINISTRATOR
DESCRIPTION OF ISSUE AND	D PAST COUNCIL ACTION:
She is working with the partner citerim, she plans to share informati	ob as the new executive director of CTV North Suburbs. ities to explore new ways of working together. In the intion regularly on what they are doing for the City. Follower and their proposed budget for 2019.
OPTIONS:	
STAFF RECOMMENDATION	N:



### September 2018 Production & Programming



### **PRODUCTION**

- CANDIDATES SPEAK OUT (Lauderdale episode 24m length)
  - ✓ Featured 6 candidates appearing on the Lauderdale ballot (city/county/state)
    [Zak Knudson, Andi Moffatt, Jack Serier, Alice Hausman, Jon Heyer, Susan Sindt]
  - ✓ Overall, 33 of 65 invited candidates participated with CTV this year
- CANDIDATES FORUM featuring Candidates on Lauderdale ballot
  - ✓ Sept. 20: House District 66A (1hr 12m)
- LAUDERDALE ELEMENTARY SCHOOL MEMORIES Aug 2018: (43m)
  - ✓ Interviews and a tour of the Lauderdale School
- LAUDERDALE DAY IN THE PARK HIGHLIGHTS Aug 2018: (2m 30s)
- RAMSEY COUNTY LIBRARY "Tuesday with a Scholar"
  - ✓ Sept. 11: Coleen Rowley, former FBI Agent '9/11 Whistle Blower' (1hr 30m)
  - ✓ Sept. 18: Teresa Collett, St. Thomas Law Professor 'Constitution-Pt. 1' (1hr 28m)
  - ✓ Sept. 25: Teresa Collett, St. Thomas Law Professor 'Constitution-Pt. 2' (1hr 21m)
- CTV Promo featuring Comedian Louie Anderson at the CTV Studios in August

### **PROGRAMMING**

- CTV NEW PROGRAMS (131 Total) = 144.75 hours of programming
- CITY MEETINGS (40 Total) 2 Lauderdale meetings web-streamed live.
- COUNTY MEETINGS (4 Total) Ramsey County Board Live on Ch19
- SPORTS (25 Total) 11 events featuring Roseville Area High School
  - ✓ Roseville HS: Football (2), B&G Soccer (6), Volleyball (2), Girls Swimming (1)
  - ✓ Roseville HS: LIVE on Channels (10); LIVE on Website (6)

### **SOCIAL MEDIA/WEB**

- FACEBOOK (55 posts for the month)
  - Daily average of people reached = 196
  - CTV Facebook page: Total Likes = 726
- LIVE WEB STREAMS (non-meeting)
  - √ 14 Total = 4,660 hits through 10/1
    - Sports (10) 3,682 hits
      - 9/14: Roseville v East Ridge Football [574 hits] largest RAHS audience
    - Candidates Forums (4) 978 hits
      - 9/20: House 66a (151 hits)

		Access Corporation
		dget (draft)
		ctober 11, 2018
	Account ID Description	Totals
Reve	nues	
	General Operating Grants	
	· I	735,000
	Govt & Educ	
		80,250
	Earned Income	
	·	28,900
	Community Engagement	
		3,000
	Youth Program Grants	·
		-
	Other Sources of Revenue	
		63,091
Total	Revenue	910,241
Oper	ating Expenses	
	Personnel Expenses	
		574,282
	Facilities Expense	
		202.644
		203,641
	Business Insurance	
		4,867
	Professional Services	
		19,748
		13)/10
	V th. Ada-lin Committee Same	
	Youth Media Operating Exp	
		-
,	General Operating Expenses	
		81,847
Total	Operating Expenses	884,385
	Capital Expense	
	Cupital Expense	
		20,000
	Projected N	et, 2019 5,856

Printed: 10/15/2018 10:25 AM

### LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date October 23, 2018					
Consent Public Hearing X	ITEM NUMBER <u>Eustis / Roselawn</u>					
Discussion X	STAFF INITIAL					
Action Resolution						
Work Session	APPROVED BY ADMINISTRATOR					
DESCRIPTION OF ISSUE AND	PAST COUNCIL ACTION:					
Via the newsletter and email distribution list, staff have encouraged residents and property owners to attend this city council meeting to learn more about the draft agreement for the jurisdictional transfer of Eustis Street and Roselawn Avenue and to provide their feedback.						
Staff are working with the city engineer to craft a PowerPoint presentation that will hit on the highlights of the deal and what the change would mean to those that live along these streets and for everyone else in the community.						
Following are two emails I received in advance of the meeting.						
OPTIONS:						
STAFF RECOMMENDATION:	:					

#### **Heather Butkowski**

From:

Dana Holt <danaholt@mac.com>

Sent:

Monday, October 15, 2018 2:03 PM

To:

Heather Butkowski

Subject:

Re: Newsletter and Roselawn / Eustis Street Discussion

Attachments:

October - December 2018.pdf; Draft Roselawn Eustis Agreement.pdf

Thank you very much for sharing this additional information. I thought the article in the newsletter was very informative. Thank you for your continued efforts to "take back" our streets and bring them up to date. I can't wait to take a walk and not twist my ankle in a hole or trip over a giant chunk of asphalt. My dogs will also appreciate it.:)

I look forward to the improvement plan for Eustis and Roselawn. I sincerely hope we can come up with a plan to reduce the large trucks traveling through Lauderdale. They have no business going through a residential area - especially since we have no sidewalks. People + pets are frequently walking along the roadside, including elderly, small children, strollers, etc. They're also hard on our roads and Lauderdale residents shouldn't be responsible for maintaining roads for large commercial vehicles just passing through. I advocate for the large, low speed bumps to both deter large trucks and to slow down the drivers traveling at top speed. Signs that read "no trucks" would also be helpful.

The clean up at the former Chinese Christian Church is looking very nice.

Keep up the good work!

~Dana Holt 1904 Eustis St.

Sent from iCloud

On Oct 15, 2018, at 01:45 PM, Heather Butkowski < Heather. Butkowski@lauderdalemn.org > wrote:

Dear Residents,

Attached is the newest edition of the newsletter that recently hit your mailboxes. I wanted to highlight that the city council will be taking public comment about the proposed jurisdictional transfer of Eustis Street and Roselawn Avenue at the October 23 city council meeting. The meeting will be at City Hall starting at 7:30 p.m. If you can't attend, you also can send comments to me. The city engineer will also be in attendance. More details about the proposal can be found in the draft agreement attached to this email.

Let me know if you have questions.

#### **Heather Butkowski**

From:

Heather Butkowski

Sent:

Monday, October 15, 2018 3:00 PM

To:

'sisel001 University of Minnesota'

Subject:

RE: Newsletter and Roselawn / Eustis Street Discussion

Good questions.

The County will continue to plow the roads. The remaining county roads will be Fulham from Roselawn to Larpenteur, Larpenteur, and Eustis from Larpenteur to southern city limit. How many more times could I use Larpenteur in a sentence.

Heather

From: sisel001 University of Minnesota <sisel001@umn.edu>

Sent: Monday, October 15, 2018 2:58 PM

To: Heather Butkowski < Heather.Butkowski@lauderdalemn.org > Subject: Re: Newsletter and Roselawn / Eustis Street Discussion

Two questions:

- 1. Will the county continue to snow plow all of the streets in Lauderdale, & the city all of the alleys?
- 2. Will there be any county roads left in the City, besides Larpenteur?

Thanks.

Wayne Sisel

Sent from my iPhone

On Oct 15, 2018, at 1:44 PM, Heather Butkowski < Heather.Butkowski@lauderdalemn.org > wrote:

Dear Residents,

Attached is the newest edition of the newsletter that recently hit your mailboxes. I wanted to highlight that the city council will be taking public comment about the proposed jurisdictional transfer of Eustis Street and Roselawn Avenue at the October 23 city council meeting. The meeting will be at City Hall starting at 7:30 p.m. If you can't attend, you also can send comments to me. The city engineer will also be in attendance. More details about the proposal can be found in the draft agreement attached to this email.

Let me know if you have questions.

Heather Butkowski
City Administrator
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
651.792.7657
heather.butkowski@lauderdalemn.org

# RAMSEY COUNTY COOPERATIVE AGREEMENT WITH THE CITY OF LAUDERDALE

#### Jurisdictional Transfer of:

- 1) County Road 127 (Eustis Street) between the north right-of-way line of County State Aid Highway 30 (Larpenteur Avenue) and the south right-of-way line of County State Aid Highway 26 (Roselawn Avenue), and,
- 2) County State Aid Highway 26 (Roselawn Avenue) between the west right-of-way line of State Highway 280 and the east City limit (Fulham Street).

This Agreement ("Agreement") is between the city of Lauderdale, a Minnesota municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota ("County") for transfer of jurisdiction from the County to the City of: 1) County Road 127 (Eustis Street) between the north right-of-way line of County State Aid Highway 30 (Larpenteur Avenue) and the south right-of-way line of County State Aid Highway 26 (Roselawn Avenue), and, 2) County State Aid Highway 26 (Roselawn Avenue) between the west right-of-way line of Minnesota State Highway 280 and the east City limit (Fulham Street).

#### RECITALS

- 1. A project to improve Eustis Street is identified in Ramsey County's 2017 2021 Transportation Improvement Program ("TIP"). The TIP also identifies bituminous resurfacing projects which, in part, include Roselawn Avenue.
- 2. The above described roads are located within the City. A portion of Roselawn Avenue, however, is also located in the city of Roseville. It is acknowledged that a separate jurisdictional transfer agreement between the County and the city of Roseville is necessary to implement part of this Agreement.
- 3. The parties wish to mutually transfer the jurisdiction of the above-described roads from the County to the City in accordance with the terms and conditions of this Agreement.

#### **AGREEMENTS**

- 1. The parties agree that Eustis Street, as described above, shall become the jurisdiction of the City upon execution of this Agreement by both parties.
- 2. The parties agree that Roselawn Avenue, as described above and located within the city limits of the City shall become the jurisdiction of the City upon both of the following conditions having been met:
  - a) Execution of this Agreement by both parties; and

- b) Execution of a similar jurisdictional transfer agreement between the County and the city of Roseville regarding Roselawn Avenue.
- 3. Upon the transfer of jurisdiction in accordance with sections (1) and (2) of this Agreement, the City will become responsible for all maintenance, repair, future construction, operating expenses, overall planning, management and ownership of the roadway, appurtenances, and associated right-of-way.
- 4. In the event that jurisdiction is transferred to the City pursuant to this Agreement between October 30 and April 1, the County will continue with all maintenance through April 1.
- 5. The County agrees to deed any acquired street right-of-way to the City, and prepare and execute any other necessary and appropriate documents, in order to convey its interest in Eustis Street and Roselawn Avenue to the City and effectuate the transfer of jurisdiction contemplated in sections 1 and 2 of this Agreement.
- 6. The County shall, upon request, provide the City with the following information and records that are applicable to the transferred portions of Eustis Street and Roselawn Avenue:
  - a) A list of any active maintenance agreements with other governmental agencies or companies that will be cancelled.
  - b) Utility, drainage, access driveway, sign advertising and limited use permits.
  - c) As-built construction plans and records.
  - d) Inspection reports and ratings.
  - e) Photo logs, aerial photos, right-of-way maps and parcel files.
  - f) Inventory data.
  - g) Pavement condition ratings.
  - h) A history of the most recent betterment.
  - i) Accident reports and statistics, subject to privacy requirements.
  - j) Any alignment ties, horizontal and vertical control monuments, and relative data.
  - k) All partially completed and completed plans for construction projects.
  - 1) Road opening authority documentation and/or right-of-way authority documentation.
- 7. Notwithstanding any of the provisions contained herein, the County shall retain jurisdiction of the full width of the existing Larpenteur Avenue right-of-way through the intersection of Larpenteur Avenue and Eustis Street, assumed to be one hundred (100) feet, which includes and is defined by the intersection storm sewer catch basins, pedestrian ramps and cross walks, signs, and, traffic signal and appurtenances.
- 8. Following the transfer of jurisdiction, the County shall remove all County route signs and corresponding sign posts that exist within the Eustis Street and Roselawn Avenue rights-of-way. The "no parking" signage that exists therein shall remain in the present location and, upon execution of this Agreement by both parties, shall immediately become the property of the City.

- 9. The County agrees to pay the City a lump sum of:
  - a) \$516,341.00 in consideration of the transfer of jurisdiction of Eustis Street. This includes funds to construct a cul-de-sac at the west end of Roselawn Avenue, should the City choose to construct it; and
  - b) \$320,000.00 in consideration of the transfer of jurisdiction of Roselawn Avenue. This includes funding for the portion of Roselawn Avenue within the city of Roseville and shall be shared accordingly through a separate cooperative construction agreement with the city of Roseville.
- 10. The funds paid to the City originate from transportation funds source. The City agrees to apply these funds only to transportation expenditures.
- 11. Payment Schedule: Full payment will be made for Eustis Street within 30 days of execution of this Agreement. Full payment for Roselawn Avenue will be made within 30 days following both the execution of this agreement and the execution of a jurisdiction transfer agreement between Ramsey County and the city of Roseville regarding the portion of Roselawn Avenue within Roseville.
- 12. Upon the execution of this agreement by both parties and at no cost to the City, the County grants the City a license to enter onto the portion of County right-of-way within the limits of the roadway being transferred herein for all purposes necessary for the City to exercise its right-of-way authority contemplated herein. The license shall expire upon the County's full adherence to section 5 of this Agreement.
- 13. The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.
- 14. This Agreement shall remain in full force and effect until terminated or amended by mutual agreement of the parties, which may only be done in writing.

CITY	OF LAUDERDALE, MINNESOTA	
By:		Date:
-	Mary Gaasch, Mayor	
By:		Date:
<i></i>	Heather Butkowski, City Clerk-Administrator	

#### RAMSEY COUNTY, MINNESOTA

	Date:	
Ryan O'Connor, County Manager		
Approval recommended:		
	Date:	
Ted Schoenecker, Director		
Public Works Department		
Approved as to form:		
	Date:	
Assistant County Attorney		

## LAUDERDALE COUNCIL ACTION FORM

Action Requested			
Consent			
Public Hearing			
Discussion	<u>X</u>		
Action	X		
Resolution			
Work Session			

Meeting Date	October 23, 2018			
ITEM NUMBER	Tobacco Ordinance			
STAFF INITIAL	$\mathcal{A}$			
APPROVED BY ADMINISTRATOR				

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

In July, the City Council began researching and discussing what other cities were doing in regards to tobacco regulations. Based upon that information and feedback received from residents, outside entities, and tobacco license holders, the City Council has been evaluating whether to implement an ordinance that would raise the sales age of tobacco to 21 and / or restrict flavored tobacco.

At the previous meeting, the Council took comments from the public on the draft ordinance and was provided the written comments. Staff again reached out to the current license holders. Their comments were similar, that implementation of the sales age to 21 was easier than selling their flavored tobacco stock. The Lauderdale BP manager also said they were seeing a 50% drop in all convenience sales at locations where the cities had adopted flavor restrictions. She also noted the patchwork of regulations frustrates customers.

The Council expressed interest in an effective date around 90 days from adoption. After looking at the calendar and speaking with the city attorney, staff is suggesting an effective date of February 1, 2019, which would be 101 days from the date of adoption. The city attorney has found that it's better not to make ordinance changes mid-month. The ordinance is drafted as such but may be amended as the Council sees fit.

If adopted, staff will draft a resolution allowing for the publication of the ordinance by title and summary which will be on the next agenda.

#### **OPTIONS:**

Adopt the ordinance as presented or provide direction on next steps.

#### STAFF RECOMMENDATION:

Motion to adopt ordinance 18-02, an ordinance amending Title 3, Chapter 6 of the Code of Ordinances regarding Tobacco, Tobacco Products, Tobacco-Related Devices, Nicotine or Lobelia Delivery Devices, and Electronic Delivery Devices.

## CITY OF LAUDERDALE ORDINANCE NO. 18-02

An Ordinance Amending Title 3, Chapter 6 of the Code of Ordinances Regarding Tobacco, Tobacco Products, Tobacco-Related Devices, Nicotine or Lobelia Delivery Devices, and Electronic Delivery Devices

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

SECTION 1. Title 3, Chapter 6 of the Lauderdale City Code is amended by deleting the stricken material and inserting the <u>double-underlined</u> material as follows:

#### **CHAPTER 6**

## TOBACCO, TOBACCO PRODUCTS, <u>TOBACCO-RELATED DEVICES</u>, <u>NICOTINE OR</u> <u>LOBELIA DELIVERY DEVICES</u>, AND ELECTRONIC DELIVERY DEVICES

#### SECTION:

3-6-1: Purpose

3-6-2: Definitions

3-6-3: License Required

3-6-4: Basis for Denial of License

3-6-5: Prohibited Sales

3-6-6: Self-Service Sales

3-6-7: Responsibility

3-6-8: Compliance Checks and Inspections

3-6-9: Exceptions and Defenses

3-6-10: Violations and Penalties

3-6-11: Severability

#### 3-6-1: PURPOSE:

The City recognizes that marketing and public health research and tobacco industry documents reveal that tobacco companies have used fruit, candy, and alcohol flavors as a way to target youth and young adults and that the presence of flavors in tobacco products can make it more difficult for youth, young adult, and adult tobacco users to quit. The City further recognizes that young people are particularly susceptible to the addictive properties of tobacco products, and are particularly likely to become lifelong users. National data show that roughly 95 percent of adult smokers begin smoking before they turn 21 years of age. The ages of 18 to 21 are a critical period when many smokers move from experimental smoking to regular, daily use. Tobacco use has been shown to be the cause of several serious health problems which subsequently place a financial burden on all levels of government.

The purpose of this ordinance is to regulate the sale, possession, and use of tobacco, tobacco products, tobacco-related devices, nicotine or lobelia delivery devices, and electronic delivery

devices for the purpose of enforcing and furthering existing laws, to protect minors adolescents against the serious effects associated with the illegal use of tobacco, tobacco products, tobacco-related devices, nicotine or lobelia delivery devices, and electronic delivery devices, and to further the official public policy of the State of Minnesota in regard to preventing young people from starting to smoke as stated in Minnesota Statutes, section 144.391.

#### 3-6-2: DEFINITIONS:

The following words and phrases, as used in this Chapter, shall have the meanings ascribed to them.

CHILD-RESISTANT PACKAGING: Packaging that meets the effectiveness specifications set forth in Code of Federal Regulations, title 16, section 1700.15(b) and that was tested in accordance with the method described in Code of Federal Regulations, title 16, section 1700.20.

COMPLIANCE CHECKS: The system the City uses to investigate and ensure that those authorized to sell tobacco, tobacco products, tobacco related devices, and electronic delivery devices regulated products are following and complying with the requirements of this ordinance. Compliance checks shall involve the use of minors persons under the age of 21, which may include minors, as authorized by this ordinance.

ELECTRONIC DELIVERY DEVICES: Any product containing or delivering nicotine, lobelia, or any other substance intended for human consumption that can be used by a person to simulate smoking in the delivery of nicotine or any other substance through inhalation of vapor from the product. Electronic delivery device shall include any component part of such a product whether or not sold separately. Electronic delivery device shall not include any product that has been approved or otherwise certified for legal sale by the United States Food and Drug Administration for tobacco use cessation, harm reduction, or for other medical purposes, and is being marketed and sold solely for that approved purpose.

FLAVORED PRODUCT: Any regulated product that contains a taste or smell, other than the taste or smell of tobacco, that is distinguishable by an ordinary consumer either prior to or during the consumption of the product, including, but not limited to, any taste or smell relating to chocolate, cocoa, menthol, mint, wintergreen, vanilla, honey, fruit, or any candy, dessert, alcoholic beverage, herb, or spice. A public statement or claim, whether express or implied, made or disseminated by the manufacturer of a regulated product, or by any person authorized or permitted by the manufacturer to make or disseminate public statements concerning such products, that a product has or produces a taste or smell other than tobacco will constitute presumptive evidence that the product is a flavored product.

INDIVIDUALLY PACKAGED: The practice of selling any tobacco or tobacco product wrapped individually for sale. Individually wrapped tobacco and tobacco products shall include but not be limited to single cigarette packs, single bags or cans of loose tobacco in any form, and single cans or other packaging of snuff or chewing tobacco. Cartons or other packaging containing more than a single pack or other container as described in this definition shall not be considered individually packaged.

INDOOR AREA: All space between a floor and a ceiling that is bounded by walls, doorways, or windows, whether open or closed, covering more than 50 percent of the combined surface area of the vertical planes constituting the perimeter of the area. A wall includes any retractable divider, garage door, or other physical barrier, whether temporary or permanent.

LOOSIES: The common term used to refer to a single cigarette or any other tobacco product that has been removed from its packaging and sold individually.

MINOR: Any natural person who has not reached the age of 18 years.

MOVABLE PLACES OF BUSINESS: Any form of business operated out of a truck, van, automobile, or other type of vehicle or transportable shelter and not a fixed address store front or other permanent type of structure authorized for sales transactions.

NICOTINE OR LOBELIA DELIVERY DEVICE: Any product containing or delivering nicotine or lobelia intended for human consumption, or any part of such a product, that is not tobacco as defined in this section, not including any product that has been approved or certified by the United States Food and Drug Administration for sale as a tobacco-cessation product, as a tobacco-dependence product, or for other medical purposes, and is marketed and sold for such an approved purpose.

<u>REGULATED PRODUCTS: The term that collectively refers to any tobacco, tobacco-related device, nicotine or lobelia delivery device, or electronic delivery device.</u>

RETAIL ESTABLISHMENT: Any place of business where tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products are available for sale to the general public.

SALE: Any transfer of goods for money, trade, barter, or other consideration.

SMOKING: Inhaling or exhaling smoke from any lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product, or inhaling or exhaling vapor from any electronic delivery device. Smoking shall include carrying a lighted or heated cigar, cigarette, pipe, or any other lighted or heated tobacco or plant product intended for inhalation.

TOBACCO or TOBACCO PRODUCTS: Tobacco and tobacco products includes cigarettes and any product containing, made, or derived from tobacco that is intended for human consumption, whether chewed, smoked, absorbed, dissolved, inhaled, snorted, sniffed, or ingested by any other means, or any component, part, or accessory of a tobacco product including, but not limited to; cigars; cheroots; stogies; perique; granulated, plug cut, crimp cut, ready rubbed, and other smoking tobacco; snuff; snuff flour; cavendish; plug and twist tobacco; fine cut and other chewing tobacco; shorts; refuse scraps, clippings, cuttings and sweepings of tobacco; and other kinds and forms of tobacco. Tobacco excludes any tobacco product that has been approved by the United States Food and Drug Administration for sale as a tobacco cessation product, as a tobacco dependence product, or for other medical purposes, and is being marketed and sold solely for such an approved purpose.

TOBACCO-RELATED DEVICES. Tobacco-related devices includes any tobacco product as well as a pipe, rolling papers, ashtray, or other device intentionally designed or intended to be used in a manner which enables the chewing, sniffing, or smoking or vaping of tobacco or tobacco products. Tobacco-related devices shall include components of tobacco-related devices, which may be marketed or sold separately.

VENDING MACHINE. Any electric or electronic mechanical device which dispenses tobacco, tobacco products tobacco-related devices or electronic delivery devices regulated products upon the insertion of money, tokens, or other form of payment directly into the machine by the person seeking to purchase the tobacco, tobacco product or tobacco-related device regulated products.

#### 3-6-3: LICENSE REQUIRED:

A. TOBACCO RETAILER LICENSE REQUIRED: No person shall sell or offer to sell any tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products without first having obtained a license to do so from the City.

B. LICENSE FEE: The annual license fee shall be as established from time to time by resolution of the City Council. No license shall be issued until the appropriate license fee is paid in full. For periods shorter than one year the license fee shall be the full amount.)

C. APPLICATION: Every person or business desiring to obtain a license to sell tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products shall file an application in writing with the City Clerk. The application must state the full name of the applicant, the applicant's residential and business addresses and telephone numbers, the name of the business for which the license is sought, whether such business is that of an individual, sole proprietor, firm, partnership, or corporation and the address where the business is to be conducted. If the City Clerk determines that an application is incomplete, he or she shall return the application to the applicant with notice of the information necessary to make the application complete. Upon receipt of a completed application and the annual license fee, the City Clerk shall forward the application to the City Council.

D. INVESTIGATION; ISSUANCE: The City Clerk shall present the application to the City Council and the City Council shall order such investigation as it deems necessary. After the investigation, the City Council shall grant or deny the application. In the event of the application being granted, the City Clerk shall issue the license. If the City Council denies the license, notice of the denial shall be given to the applicant along with notice of the applicant's right to appeal the City Council's decision as provided in 3-6-10.

E. TERM OF LICENSE: The license shall expire on December 31 following its issuance.

F. SEPARATE LICENSE REQUIRED: A license shall permit the licensee to sell tobacco, tobacco related products, tobacco devices, or electronic delivery devices regulated products at the one location specified in said license. A separate license shall be required for each location.

- G: TRANSFERS: All licenses issued under this section shall be valid only on the premises for which the license was issued and only for the person or business to whom the license was issued. No transfer of any license to another location or person shall be valid without prior approval of the City Council.
- H: MOVABLE PLACE OF BUSINESS: No license shall be issued to a moveable place of business. Only fixed location businesses shall be eligible to be licensed under this section.
- I: DISPLAY OF LICENSE: The license shall be displayed by the licensee in a prominent and conspicuous place at the licensed location.
- J: REVOCATION OR SUSPENSION: Any license issued under this section may be revoked or suspended as provided in 3-6-10.
- K: ISSUANCE AS PRIVILEGE AND NOT A RIGHT: The issuance of a license under this section shall be considered a privilege and not an absolute right of the applicant and shall not entitle the holder to an automatic renewal of the license.
- L: SMOKING PROHIBITED IN TOBACCO RETAIL ESTABLISHMENTS: Smoking shall not be permitted and no person shall smoke within the indoor area of any establishment with a tobacco retailer license. Smoking for the purposes of sampling tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products is prohibited.

#### 3-6-4: BASIS FOR DENIAL OF LICENSE:

- A. Grounds for denying the issuance or renewal of a license under this chapter include but are not limited to the following:
  - i. The applicant is under the age of 18 21 years.
  - ii. The applicant has been convicted within the past five years of any violation of federal, state, or local laws, ordinance provisions, or other regulation relating to tobacco, tobacco products, tobacco related devices, or electronic delivery devices regulated products.
  - iii. The applicant has had a license to sell tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products suspended or revoked by any issuing authority within the preceding 12 months of the date of the application.
  - iv. The applicant fails to provide any information required on the application, or provides false or misleading information.
  - v. The applicant is prohibited by federal, state, or other local law, ordinance, or other regulation from holding a license.
- B. Except as may otherwise be provided by law, the existence of any particular ground for denial

does not mean that the City must deny the license.

C. If a license is mistakenly issued or renewed to a person, it shall be revoked upon the discovery that the person was ineligible for the license under this chapter.

#### 3-6-5: PROHIBITED SALES:

<u>A.</u> It shall be a violation of this chapter for any person to sell or offer to sell any tobacco, tobacco products, tobacco related devices, or electronic delivery device regulated products as follows:

- a.i. To any person under the age of 18 21 years.
- b.ii. By means of any type of vending machine.
- e.<u>iii.</u> By means of self-service methods whereby the customer does not need to make a verbal or written request to an employee of the licensed premise retail establishment in order to receive tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products and whereby there is not a physical exchange of the tobacco, tobacco products, tobacco-relate devices, or electronic delivery devices regulated products between the licensee, or the licensee's employee, and the customer.
- d.iv. By means of loosies.
- e.<u>v.</u> Containing opium, morphine, jimson weed, bella donna, strychnos, cocaine, marijuana, or other deleterious, hallucinogenic, toxic, or controlled substances except nicotine and other substances found naturally in tobacco or added as part of an otherwise lawful manufacturing process. It is not the intention of this provision to ban the sale of lawfully manufactured cigarettes or other tobacco products.
- B. In every transaction involving the sale of regulated products, the seller, whether the licensee or its employee or agent, must verify the buyer's age as at least 21 years by means of a government-issued photographic identification. Said verification is not required for a person over 30 years of age. However, that the buyer appeared to be 30 years of age or older does not constitute a defense to a violation of this subsection. Notice of the age verification requirement and legal sales age shall be posted conspicuously at each licensed retail establishment.
- C. It shall be a violation of this chapter for any person to sell or offer to sell any liquid which is intended for human consumption and use in an electronic delivery device, whether or not such liquid contains nicotine, in packaging that is not child-resistant. Upon request, a licensee shall provide the City with a copy of a certificate of compliance or a full laboratory testing report to verify compliance with this paragraph.
- <u>D.</u> It shall be a violation of this chapter for any person to sell or offer to sell any flavored products. This prohibition shall not apply to licensed establishments that:

- i. Prohibit persons under 21 from entering at all times;
- ii. Derive at least 90 percent of their revenues from the sale of regulated products; and
- iii. Adhere to all of the following building or structural criteria:
  - (1) Share no wall with and have no part of their structure adjoined to any other business or retailer unless the wall is permanent, completely opaque, and without doors, windows, and pass-throughs to the other business or retailer;
  - (2) Share no walls with and have no part of their structure directly adjoined to another licensed tobacco retailer; and
  - (3) Are only accessible by the public through an exterior door.

Any licensee that sells flavored products shall, upon request by the City, provide the City with financial records that document annual sales and blueprints of the licensed retail establishement that provide for its structural layout.

- 3-6-6: SELF-SERVICE SALES: All tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products shall either be stored behind a counter or other area not freely accessible to customers, or in a case or other storage unit not left open and accessible to the general public. This subsection shall not apply to licensed establishments that otherwise meet the standards set forth in subsection 3-6-5(D)(i)-(iii).
- 3-6-7: RESPONSIBILITY: All licensees under this chapter shall be responsible for the actions of their employees in regard to the sale of tobacco, tobacco products, tobacco related devices, or electronic delivery devices regulated products on the licensed premises, and the sale of an item by an employee shall be considered a sale by the license holder. Nothing in this section shall be construed as prohibiting the City from also subjecting the clerk employees to whatever penalties are appropriate under this chapter, state, or federal law, or other applicable law or regulation.
- 3-6-8: COMPLIANCE CHECKS AND INSPECTIONS: All licensed premises retail establishments shall be open to inspection by the City's contracted police department or other authorized city official during regular business hours. From time to time, the City's contracted police department shall coordinate compliance checks by engaging minors persons over the age of 15 years but less than 18 21 years to enter the licensed premise retail establishment to attempt to purchase tobacco, tobacco products, tobacco related devices, or electronic delivery devices regulated products. Minors used for the purpose of compliance checks shall be supervised by city designated law enforcement officers or other designated city personnel.

Minors Persons under the age of 21 used for compliance checks shall not be guilty of unlawful possession of tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products when those items are obtained as part of the compliance check. No minor person used in compliance checks shall attempt to use a false identification misrepresenting the minor's person's age, and all minors persons lawfully engaged in a compliance check shall truthfully

answer all questions about the minor's person's age asked by the licensee or his or her employee and shall produce any identification, if any exists, for which he or she is asked.

3-6-9: EXCEPTIONS AND DEFENSES: Nothing in this chapter shall prevent the providing of tobacco, tobacco products, tobacco-related devices, or electronic delivery devices regulated products to a minor any person as part of a lawfully recognized religious, spiritual, or cultural ceremony. It shall be an affirmative defense to the violation of this chapter for a person to have reasonably relied on proof of age as described by state law.

#### 3-6-10: VIOLATIONS AND PENALTIES:

Any person, firm, or corporation who violates any provision of this code for which another penalty is not specifically provided, shall, upon conviction, be guilty of a misdemeanor under Minnesota Statutes. Section 609.03 as it may be amended from time to time by the Minnesota Legislature. The cost of prosecution may be added. A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

- A. GENERALLY. The license holder shall be responsible for the conduct of its agents or employees while on the licensed premises. Any violation of this article shall be considered an act of the license holder for purposes of imposing a civil penalty, license suspension, or license revocation. Each violation, and every day in which a violation occurs or continues, shall constitute a separate offense
- B. NOTICE OF VIOLATION. Upon the occurrence of a violation, the police department shall inform the city administrator of the violation. The city administrator shall then send to the license holder a written notice of the civil violation. The notice shall advise the license holder of the penalty and the license holder's right to request a hearing regarding the violation of this article.
- C. ADMINISTRATIVE CIVIL PENALTIES; LICENSEE: Each license issued hereunder shall be subject to suspension or revocation for violation of any provisions of this chapter or the laws of the State of Minnesota as follows:
  - (i) First violation: The first violation of this chapter shall be punishable by a civil penalty of \$200.00.
  - (ii) Second violation: A second violation of this chapter within any twenty-four-month period shall be punishable by a civil penalty of \$400.00 and a three-day suspension of the license.
  - (iii) Subsequent violation: A third or subsequent violation of this chapter within any twenty-four-month period shall be punishable by revocation of the license for one year plus a civil penalty of \$800.00.
- D. ADMINISTRATIVE CIVIL PENALTIES; INDIVIDUALS: An individual who sells a regulated product to a person under the age of 21 years shall be charged an administrative penalty of \$50.

<u>DE</u>. HEARING: Following receipt of a notice of a violation and penalty issued under this section, the license holder or individual may pay the penalty or request a hearing before the City Council. A request for a hearing shall be made by the individual or license holder in writing and filed with the city administrator or designee within ten days of the mailing of the notice of the alleged violation. Following receipt of a written request for hearing, the individual or license holder shall be afforded an opportunity for a hearing before the council.

EF. FINDINGS: If after the hearing the license holder or individual is found in violation of this chapter, the council shall impose a penalty. Based upon the findings, the penalty may be adjusted at the discretion of the council. The decision that a violation has occurred must be in writing.

FG. DEFAULT: If the individual or license holder has been provided written notice of the violation and if no request for a hearing is filed within the ten-day period, then the civil penalty, suspension or revocation imposed in this chapter shall take immediate effect by default. The city administrator or designee shall mail notice of the fine, suspension, or revocation to the individual or license holder.

#### 3-6-11: SEVERABILITY

If any section or provision of this chapter is held invalid, such invalidity will not affect other sections or provisions that can be given force and effect without the invalidated section or provision.

SECTION 2. This ordinance shall be effective on February 1, 2019, following its adoption and publication.

Adopted by the Lauderdale City Council this 23<sup>rd</sup> day of October, 2018.

	Mary Gaasch, Mayor	
ATTEST:		

Published in the Roseville Review this 20<sup>th</sup> day of November, 2018.

# LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	October 23, 2018
Consent	ITEM STAFF INITIAL APPROVED BY	Better Futures  ADMINISTRATOR
SCRIPTION OF ISSUE AN		emolition of 1821 and 1825 Eustis

Street in a cost effective and environmentally friendly way before winter sets in. The work completed to date includes the hazardous waste survey, tree removal and trimming, plans for asbestos removal, garage demolition, removal of storage shed and some fencing, and the sale of appliances.

Better Futures, a Minnesota non-profit that deconstructs buildings so that the materials can be reused or recycled, is interested in helping with the project. They offered to deconstruct the homes at no cost to the City. The costs would be paid through a grant they received from the State of Minnesota Environmental Trust Fund administered by the Legislative Citizens Commission for Minnesota's Resources (LCCMR). They are looking to start the project in late November or December based on the following agreement.

Staff also has been working with demolition contractors that would pick up where Better Futures leaves off in getting the foundation and remaining debris removed from the site along with capping the sewer and water lines. Due to the uncertainty of what will be left on site, staff asked the contractors to hold off on submitting bids until after the deconstruction in a few weeks. Staff anticipates bringing proposals for the final demolition after the start of the new year.

OPTIONS:	,		

#### STAFF RECOMMENDATION:

Motion to enter into an agreement with Better Futures for the deconstruction of 1821 and 1825 Eustis Street as presented.



This Deconstruction Agreement (the "Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_\_, 2018 between the city of Lauderdale, a Minnesota municipal corporation ("Client"), and Better Futures Minnesota ("Contractor"). City and Contractor may hereinafter be referred to collectively as the "Parties."

#### **RECITALS**

**WHEREAS**, Client wishes to hire Contractor to perform the deconstruction services described in Contractor's bid form, dated October 3, 2018 and attached hereto as <u>Exhibit A</u> (the "Bid"); and

**WHEREAS**, Contractor represents that it has the necessary skill and personnel to provide said services to Client; and

WHEREAS, Contractor further represents that it has secured grant money to cover all costs and expenses of the services and so Client will have no financial obligation under this Agreement; and

WHEREAS, Client desires to contract with Contractor to provide, and Contractor desires to provide, said services in accordance with the terms and conditions of this Agreement.

**NOW, THEREFORE,** in consideration of the promises and the mutual obligations of the Parties hereto, each of them does hereby covenant and agree with the other as follows:

- 1. <u>Services</u>. Contractor shall provide the services specified in the "Scope of Services" described on the Bid, in accordance with the Bid and this Agreement, which services may be referred to herein as the "Services" or the "Project." Any change in the Services after this Agreement has been signed will be effective only if described in a written change order signed by Client and Contractor.
- 2. <u>Term.</u> The Services to be provided under this Agreement shall commence in either November or December of 2018 and shall be completed 26 days after commencement (the "Completion Date"). Contractor shall be entitled to an extension of time for all causes beyond Contractor's control, including changes to the Project ordered by Client, labor disputes, fire, and unusual delay in deliveries, abnormal weather conditions, or unavoidable casualties.
- 3. <u>Compensation</u>. Contractor represents and warrants that it has secured grant funding to cover all costs associated with the Services. Client shall have no obligation to compensate Contractor for the Services provided under this Agreement.



- 4. <u>Relationship of Parties</u>. Contractor and each of its employees and agents are at all times performing as an independent contractor and not as an employee of Client.
- 5. <u>Subcontractors</u>. Contractor may in its discretion engage subcontractors to perform some or all of the Services, provided that each subcontractor will be bound by the terms of this Agreement, and Contractor assumes responsibility for the actions and omissions of the subcontractor. Client shall have no obligation to compensate subcontractors and Contractor agrees to indemnify, defend, and hold harmless Client against any claims made by subcontractors for work performed under this Agreement.
- 6. <u>Licenses, Permits, Fees and Assessments</u>. Client shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the Services required by this Agreement. Client shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for Contractor's performance of the Services required by this Agreement, and shall indemnify, defend and hold harmless Contractor against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against Contractor hereunder.
- 7. <u>Asbestos and Other Hazardous Materials</u>. Client acknowledges that Contractor is not qualified or licensed to identify, remove, or abate hazardous materials. Client represents that to the best of its knowledge, there is no asbestos or other hazardous materials to which Contractor or its employees or agents will be exposed in performing the Services at Client's work site. In the event that provision of the Services are likely to expose Contractor or its employees or agents to any such hazardous materials, Contractor may at its option elect to terminate this Agreement immediately upon written notice to Client.
- 8. <u>Equipment and Supplies</u>. Contractor agrees to furnish all equipment, materials, labor and supplies necessary to perform work to be completed by Contractor under this Agreement.
- 9. <u>Condition of Work Site</u>. Contractor shall at the end of each work day establish an orderly work area, keeping the work area free from accumulation of waste materials. Upon completion of the work, Contractor shall remove all of Contractor's equipment and surplus materials.
- 10. <u>Waste</u>. Unless otherwise specified on the face of this agreement, Client will be solely responsible for the proper disposal of waste resulting from the Services, in compliance with all federal, state, county, city, and municipal laws, orders, ordinances, rules and regulations. Client shall pay all costs associated with disposal of such waste.
- 11. <u>Insurance</u>. Contractor shall procure and maintain workers' compensation insurance as required by law and commercial general liability in amounts that are at least equal



to Client's maximum liability limits contained in Minnesota Statutes, section 466.04.

- 12. <u>Indemnification</u>. Contractor agrees to release, indemnify, and hold harmless Client from any and all claims, demands, suits, actions, or liabilities resulting from injuries or death to any person, or damage or loss of any property, arising from or alleged to arise from Contractor's obligations under this Agreement. Each party agrees to accept full responsibility for its own negligence and actions. Nothing contained in this Agreement shall be construed as a limitation on or waiver of any immunities or limitations on liability otherwise available to Client under law.
- 13. <u>Claims for Concealed or Unknown Conditions</u>. If conditions are encountered at the Project which are concealed physical conditions which differ materially from those indicated in the bid or unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in activities of the character provided for in the Agreement, and if such conditions cause an increase in Contractor's cost of, or time required for, performance, then the Contractor has the right to stop work and the City will be responsible for the completion of this project.
- 14. <u>Termination</u>. This Agreement may be terminated at any time under the following circumstances:
  - (a) In the event of a breach of any material provision of this Agreement, on 10 days' written notice by the non-breaching party to the other party, but only if such breach is not cured within 10 days after such notice is given. The notice shall specify the nature of the breach.
  - (b) By either party without the requirement of notice if a petition for relief under the laws of bankruptcy is filed by or against the other party, the other party makes an assignment for the benefit of creditors, or the other party is the subject of the appointment of a receiver, and such petition, assignment or appointment is not dismissed or vacated within thirty days.
- 15. <u>Effect of Termination or Expiration</u>. In the event this Agreement is terminated for any reason, Contractor shall be entitled to compensation for its services based on the Project's percentage of completion, and for the cost of materials that were utilized through the termination date.
- 16. <u>Assignment</u>. Neither party shall assign the rights nor delegate the duties arising hereunder, whether by operation of law or otherwise, without the prior written consent of the other. Any attempted assignment or delegation without such prior written consent shall be null and void.



- 17. <u>Force Majeure</u>. Neither party shall be liable, nor be deemed to be in default hereunder, for any delay or failure in performance, or interruption of services, resulting directly or indirectly from acts beyond the control of such party, including but not limited to acts of God, labor disputes, acts of a public enemy, accidents, acts of war, governmental regulations, equipment breakdown, or any cause beyond the control of the parties hereto.
- 18. <u>Promotional Displays and Photographs</u>: Client hereby grants Contractor the right to post Contractor's promotional sign on Client's property during the time of construction and to allow Contractor to photograph the Work and to use such photographs in Contractor's promotions.
- 19. NOTICE TO MINNESOTA OWNERS OF LIEN RIGHTS: ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIALS FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.
- 20. <u>Entire Agreement</u>. This Agreement, including all Exhibits, constitutes the entire Agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings between the parties, whether written or oral. This Agreement does not confer any rights or remedies upon any person or entity not a party hereto.
- 21. <u>Amendment</u>. No amendment or modification to this Agreement will be effective unless it is in writing and signed by duly authorized representatives of both parties.
- 22. <u>Data Practices</u>. Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- 23. <u>Governing Law</u>. This Agreement shall be interpreted in accordance with and be governed by the laws of the State of Minnesota.
- 24. <u>Severability</u>. The provisions of this Agreement are severable. If any portion of this Agreement is, for any reason, held by a court of competent jurisdiction to be contrary to law,



such decision will not affect the remaining provisions of the Agreement.

25. <u>Notices</u>. Whenever notice is required or permitted to be given to a party under this Agreement, such notice must be given in writing and sent by certified mail, postage prepaid, to the appropriate party at the address set forth on <u>Exhibit A</u>.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be duly executed as of the day and year first above written.

**CLIENT** 

D <sub>v</sub>		
By:	Mary Gaasch	
Its:	Mayor	
By:		
	Heather Butkowski	
Its:	City Administrator	
	CONTRACTOR	
Ву:	·	
Its:	· ·	



#### **EXHIBIT A**

#### Better Futures Minnesota

Date: October 3, 2018

Bid Proposal for: Heather Butkowski

City Administrator City of Lauderdale 1891 Walnut Street Lauderdale, MN 55113

651.792.7657

heather.butkowski@lauderdalemn.org

Start Date: Late November/Early December 2018 Better Futures Bid Contact: Alex

Baldwin 443-478-0717

Project Sites: 1821 Eustis Street and 1825 Eustis Street, Lauderdale,

MN Bid Submitted to: Heather Butkowski

Bid Price for the Full Deconstruction of two City-owned, abandoned properties: \$46,550 (\$17,850 for 10 days of work at 1821 Eustis and \$28,700 for 16 days of work at 1825 Eustis)

The \$46,550 cost for these two projects will be fully reimbursed under a generous grant from the State of Minnesota Environmental Trust Fund, administered by the Legislative Citizens Commission for Minnesota's Resources (LCCMR). Any promotion or description of this project must highlight the funding from the Trust Fund.

#### This Bid is valid for twenty business days.

The scope of services includes the following:

Better Futures Minnesota's deconstruction team will harvest all reusable and recyclable materials from the property.

This bid price includes the following items:

1. Crew chief and workers for deconstruction and reclamation of all re-usable and recyclable materials from the property. A typical crew consists of one crew chief and



five workers. All workers are OSHA-10 certified and have completed basic deconstruction training.

- 2. Deconstruction tools and equipment, dumpsters, box truck and sanitation station. Transport of all harvested and recyclable materials from the job-site.
- 3. A final materials list documenting all the items harvested for reuse and donated to Better Futures Minnesota.
- 4. The environmental benefits/impact of this project will be documented and presented to the customer. Weight tickets from the demolition contractor are needed to complete this analysis.
- 5. This bid assumes all the materials will be available and in the same condition as when the materials list was prepared. On occasions, builders and/or abatement contractors harvest or damage items listed on the material list. Missing or damaged materials may increase the cost for Betters Futures' services and will reduce the final appraised value.
  - 6. BFM plans to be on site for 26, 8-hour workdays. Typically, between 8:00 am to 5:00 pm.

#### ITEMS AND TASKS NOT INCLUDED

This bid does not include:

- 2. The cost for MSW handling (trash), hazardous material handling (asbestos, paint, oil, etc.), relocation (basic electric and gas disconnects are free through the utility company that provides the service to the property), capping of wells, removal of septic tanks, a survey, bonds, testing, restoration, street patching, MDH submittals, soil corrections, traffic control, dust control and or winter conditions, unless otherwise stated above.
- 3. This bid does not include the cost of testing for and removing hazardous materials. The customer is responsible for completing this work and sharing appropriate documentation with Better Futures before deconstruction work can begin.
- 4. The cost of disconnecting all utilities. The customer must ensure all utilities are safely disconnected before deconstruction work can begin.
- 5. The price of a demolition permit. The customer must secure a demolition permit before deconstruction work can be initiated.
- 6. The cost of final demolition work is not included in this bid. This foundation along with any remaining debris will be removed by a demolition contractor, hired by the owner.



#### ENVIROMENTAL AND ECONOMIC IMPACT OF OUR WORK

Better Futures' deconstruction methods will divert a significant amount of materials from the landfill. In addition, this project will provide much-needed employment for up to 10 men who are committed to pursuing a better life. Wages paid on this job will enable the men to support their families and further develop marketable skills.

Why Throwaway a House? Every ton of material buried in landfills after a building is demolished emits 1.12 metric tons of carbon dioxide ( $CO_2$ ).

Material reuse and the method of deconstruction generates 90% less  $CO_2$  emissions than throwing away a building. This reduction in pollution is equal to taking 33 cars off the road for one year.

Better Futures documents the environmental impact of each job completed.

#### **QUALITY WORK STANDARDS**

Insurance documents provided on request. All work is guaranteed and will be performed to the specifications and standards outlined in this agreement. Better Futures is a safety-first organization and conforms to OSHA job site standards.

#### SITE CONDITIONS

We will maintain a safe jobsite. The Better Futures safety manual and appropriate safety equipment will always be on site. All workers will wear uniforms, hard hats, safety vests, safety glasses, and steel toe boots with steel inserts at all times.

#### **CHANGE ORDERS**

Any change orders must be in writing and signed by authorized personnel prior to execution of the change.

Thank you for the opportunity to bid on this project.

# LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	October 23, 2018
Consent Public Hearing	ITEM NUMBER	Park Parking Lot Light
Discussion XX	STAFF INITIAL	-B
ActionX Resolution	APPROVED BY AI	OMINISTR A TOR
Work Session	AFFROVED BT AI	MINIOTRATION
DESCRIPTION OF ISSUE AND	PAST COUNCIL A	CTION:
The City Council received commer munity Park that the parking lot lig homes. As Xcel Energy would not times of day the light was on, the C The City received two proposals. I electrical work necessary to rewire which could be reduced if the \$500	ht near the dog park is install a timer on the lity purchased the pole Parsons Corporation h the pole and install a	s bright and intrusive in their pole to allow the City to control the from Xcel Energy.  ad the best pricing for doing the timer. The base price is \$3,975
OPTIONS:		

### STAFF RECOMMENDATION:

Motion to hire Parsons Corporation to complete the work on the parking lot light at Community Park as presented.



October 12, 2018

Heather Butkowski City of Lauderdale

#### Subject: Service drop to pole light

Parsons Electric is pleased to provide this proposal to include the following.

#### **Electrical Scope**

- Furnish and install new overhead service mast and a 5 terminal meter with bypass.
- Furnish and install a NEMA 3R 30A fused disconnect.
- Furnish and install a single pole, single throw 30A 24-HR timeclock rated for outdoor use.
- Provide power wiring to the light fixture.
- Proposal includes a \$500 material allowance for Xcel contingency.

Total Base Price.....\$3,975.00

#### General Notes, Clarifications and Exclusions

1. All work shall be performed during normal work hours.

Thank you for the opportunity to provide you with this proposal. If you have any questions, please contact me at 763-528-2266.

Sincerely,

#### PARSONS ELECTRIC

Spencer Mathern Project Manager

# LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	October 23, 2018
Consent Public Hearing Discussion Action Resolution Work Session  X	ITEM NUMBER STAFF INITIAL APPROVED BY AI	2019 Fund Budgets  DMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Following is the first run of the special revenue, debt service, capital improvement, and enterprise fund budgets for 2019. You will notice the new 305 Fund to track the debt service for the bonds issued for 1795 Eustis Street and the new 416 Fund which tracks the TIF dollars for that site. Along with it is a revised draft of the capital improvement plan (CIP) for 2019. Staff will walk through it at the meeting and ask for feedback.

Staff will also present the recycling rates Eureka has proposed for the contract renewal and what staff believe the recycling rate would need to be increased by to absorb some of those costs.

Staff has also been discussing the 23% municipal wastewater charge increase with the Metropolitan Council Environmental Services staff. The number is plugged into the budget. The goal outlined by the City Council has been to set aside \$20,000 each year for future system repairs, mainly the regular sewer lining projects we have taken on. The wastewater increase results in a \$31,000 budgetary shortfall to meet this goal. Staff have not analyzed the rate increase necessary to make up the shortfall.

Staff will continue to refine these numbers for the November meetings with adoption of all budgets and rates at the December 11 city council meeting.

COLUMN TION	A CONTRACTOR OF THE CONTRACTOR	
STAFF RECOMMENDATION:		

### CITY OF LAUDERDALE SPECIAL REVENUE FUNDS 2019

Fund	Fund Title	2016 Actual		2017 Adopted		2018 roposed
226	COMMUNICATIONS	\$ 22,130 49,232	\$ \$	20,040 47,292	\$ \$	20,040 83,170
227 RECYCLING TOTAL REVENUES	\$ 71,362	\$	67,332	\$	103,210	
226	COMMUNICATIONS	\$ 16,799	\$	17,267	\$	18,130
227	RECYCLING	\$ 46,083 <b>62,882</b>	<u>\$</u>	53,090 <b>70,357</b>	<del>\$</del> \$	93,346 111,476
	TOTAL EXPENDITURES	\$ 02,002	Ψ	70,007	Ψ	,

#### CITY OF LAUDERDALE COMMUNICATIONS 2019

Account Number	ount Number Account Description		2017 Actual	А	2018 dopted	Pr	2019 oposed
226-00000-410-31810	FRANCHISE TAX	\$	22,034	\$	20,000	\$	20,000
226-00000-410-36210	INTEREST ON INVESTMENTS	\$	96	\$	40	\$	40_
	TOTAL REVENUES	\$	22,130	\$	20,040	\$	20,040
						,	,
226-49840-410-41010	FULL TIME EMPLOYEES	\$	5,883	\$	6,232	\$	6,479
226-49840-410-41210	PERA	\$	441	\$	467	\$	493
226-49840-410-41220	FICA	\$	369	\$	386	\$	408
226-49840-410-41225	MEDICARE	\$	86	\$	90	\$	95
226-49840-410-41250	DEFERRED COMPENSATION	\$	44	\$	-	\$	-
226-49840-410-41310	HEALTH INSURANCE	\$	1,163	\$	1,207	\$	1,192
226-49840-410-41320	DENTAL INSURANCE	\$	44	\$	15	\$	50
226-49840-410-41330	LIFE INSURANCE	\$	26	\$	10	\$	25
226-49840-410-41340	DISABILITY INSURANCE	\$	35	. \$	10	\$	35
226-49840-410-41510	WORKERS COMPENSATION INSURANCE	\$	43	\$	50	\$	- 53
	PERSONNEL	\$	8,134	\$	8,467	\$	8,830
226-49840-410-42020	COMPUTER SERVICES	\$	835	\$	600	\$	600
	SUPPLIES	\$	835	\$	600	\$	600
226-49840-410-43130	SPECIAL PROGRAMS	\$	3,097	\$	3,200	\$	3,200
226-49840-410-44160	RENTS & LEASES (CABLE COMM FEE)	\$	4,733	\$	5,000	\$	5,000
226-49840-410-44370	MISCELLANEOUS CHARGES	\$		\$	-	\$	500
	OTHER SERVICES & CHARGES	\$	7,830	\$	8,200	\$	8,700
226-49840-410-45700	OFFICE EQUIPMENT & FURNITURE	\$	-	\$		\$	<b>L</b>
	CAPITAL OUTLAY	\$	-	\$	-	\$	-
•	TOTAL EXPENDITURES	\$	16,799	\$	17,267	\$	18,130
REVENUES OVER/UND	ER EXPENDITURES	\$	5,331	\$	2,773	\$	1,910

Account Number	Account Description		2017 Actual		2018 Adopted		2019 oposed
227-00000-430-33620	COUNTY GRANTS	\$	6,213	\$	5,832	\$	6,000
227-00000-430-36101	SPECIAL ASSESSMENTS - COUNTY	\$	41,621	\$	40,460	\$	76,170
227-00000-430-36102	PENALTIES & INTEREST	\$	238	\$	-	\$	-
227-00000-430-36210	INTEREST ON INVESTMENTS	\$	1,160	\$	1,000	\$	1,000
227-XXXXX-XXX-XXXXX	REVENUE SHARING	\$	· •	\$	-	\$	
221-20000000000000000000000000000000000	TOTAL REVENUES	\$	49,232	\$	47,292	\$	83,170
	FULL TIME EMPLOYEES	\$	15,730	\$	16,374	\$	17,025
227-43245-430-41010	PERA	\$	1,180	\$	1,228	\$	1,277
227-43245-430-41210	FICA	\$	988	\$	1,015	\$	1,056
227-43245-430-41220 227-43245-430-41225	MEDICARE	\$	231	\$	237	\$	247
227-43245-430-41250	DEFERRED COMPENSATION	\$	102	\$	60	\$	105
227-43245-430-41310	HEALTH INSURANCE	\$	2,907	\$	2,945	\$	2,855
227-43245-430-41320	DENTAL INSURANCE	\$	110	\$	40	\$	115
227-43245-430-41330	LIFE INSURANCE	\$	85	\$	30	\$	90
227-43245-430-41340	DISABILITY INSURANCE	\$	91	\$	30	\$	90
227-43245-430-41510	WORKERS COMPENSATION INSURANCE	\$	115	\$	131	\$	136
221 102 10 100 1101	PERSONNEL	\$	21,539	\$	22,090	\$	22,996
227-43245-430-42110	GENERAL SUPPLIES	\$	-	\$	•	\$	-
227-43245-430-42115	MEETING EXPENSES	\$	-	\$		\$	-
	SUPPLIES	\$	-	\$	-	\$	-
227-43245-430-43130	RECYCLING CONTRACTOR	\$	24,212	\$	31,000	\$	70,000
227-43245-430-43430	ADVERTISING - OTHER	\$	•	\$	-	\$	
227-43245-430-44330	DUES & SUBSCRIPTIONS	\$	331	\$	· <u>-</u>	\$	350
	OTHER SERVICES & CHARGES	\$	24,543	\$	31,000	\$	70,350
	TOTAL EXPENDITURES	\$	46,083	\$	53,090	\$	93,346
REVENUES OVER/UNDI	ER EXPENDITURES	\$	3,149	\$	(5,798)	\$	(10,176)

#### CITY OF LAUDERDALE DEBT SERVICE - 1795 EUSTIS STREET 2019

Account Number	Account Description	2017 Actual		2018 Adopted		2019 Proposed	
305-00000-462-36210	INTEREST ON INVESTMENTS	\$	-	\$	-	\$	-
305-00000-462-39200	TRANSFER IN	\$	-	\$	-	\$	
305-47000-462-39300	BONDS PROCEEDS	\$	-	\$		\$	_
	TOTAL REVENUES	\$	-	\$	-	\$	_
305-47000-462-47110 305-47000-462-47210	BOND PRINCIPAL BOND INTEREST OTHER FINANCING	\$ \$ \$	- - -	\$ \$ \$	- -	\$ \$ \$	- 18,939 18,939
	TOTAL EXPENDITURES	\$	· ·	\$		\$	18,939
REVENUES OVER/UND	ER EXPENDITURES	\$	-	\$		* \$	(18,939)

#### CITY OF LAUDERDALE CAPITAL IMPROVEMENT FUNDS 2019

Fund	Fund Title		2016 Actual		2017 Adopted		2018 oposed
	CTUTE AL CARITAL	\$	1,162	\$	500	\$	51,000
401	GENERAL CAPITAL	·				\$	6,000
403	STREET CAPITAL	\$	21,851	\$	6,000		•
404	PARK CAPITAL	\$	4,831	\$	3,000	\$	3,000
405	ROSEHILL TAX INCREMENT	\$	484	\$	-	\$	-
414	DEVELOPMENT	\$	121,614	\$	39,000	\$	39,000
415	HOUSING REDEVELOPMENT	\$	-	\$		\$	-
	TOTAL REVENUES	\$	149,941	\$	48,500	\$	99,000
401	GENERAL CAPITAL	\$	7,459	\$	10,000	\$	70,000
402	STREET CAPITAL	\$	7,385	\$	40,000	\$	-
404	PARK CAPITAL	\$	16,200	\$	25,000	\$	55,000
405	ROSEHILL TAX INCREMENT	\$	991	\$	-	\$	-
414	DEVELOPMENT	\$	0	\$	10,000	\$	10,000
415	HOUSING REDEVELOPMENT	\$	_	\$		\$	-
410	TOTAL EXPENDITURES	\$	32,035	\$	85,000	\$	135,000

#### CITY OF LAUDERDALE GENERAL CAPITAL 2019

		2016 Actual		2018 Adopted		2019 Proposed	
Account Number	Account Description						
401-00000-410-33422	OTHER STATE GRANTS & AIDS	\$	-	\$	- -	\$	-
401-00000-410-36200	OTHER MISCELLANEOUS REVENUE	\$		\$	-	\$	-
401-00000-410-36210	INTEREST ON INVESTMENTS	\$	1,162	\$	500	\$	1,000
401-00000-410-39200	TRANSFER IN	\$	-	\$	-	\$	50,000
101 00000 110 00000	TOTAL REVENUES	\$	1,162	\$ -	500	\$	51,000
						ф	
401-41940-410-44370	MISCELLANEOUS CHARGES	\$	1,280	\$	-	\$	
	OTHER SERVICES & CHARGES	\$	1,280	\$	. <del>-</del>	\$	-
401-41940-410-45300	IMPROVEMENTS OTHER THAN BUILDINGS	\$	6,179	\$	-	\$	60,000
401-41940-410-45400	MACHINERY & EQUIPMENT	\$	-	\$	10,000	\$	10,000
	CAPITAL OUTLAY	\$	6,179	\$	10,000	\$	70,000
401-41940-410-47200	TRANSFER OUT	\$		\$	_	\$	_
	OTHER FINANCING	\$	-	\$	e s <del>ua</del>	\$	-
	TOTAL EXPENDITURES	\$	7,459	\$	10,000	\$	70,000
REVENUES OVER/UND	ER EXPENDITURES	\$	(6,297)	\$	(9,500)	\$	(19,000)

#### CITY OF LAUDERDALE STREET CAPITAL 2019

Account Number	Account Description		2017 Actual	А	2018 dopted	Pi	2019 roposed
403-00000-430-33422 403-00000-430-36200 403-00000-430-36210 403-00000-430-39200	OTHER STATE GRANTS & AIDS OTHER MISCELLANEOUS REVENUE INTEREST ON INVESTMENTS TRANSFER IN TOTAL REVENUES	\$ \$ \$	16,470 137 5,244 - 21,851	\$ \$ \$ \$	6,000 - 6,000	\$ \$ \$	6,000 - 6,000
403-43121-430-45300	IMPROVEMENTS OTHER THAN BUILDINGS CAPITAL OUTLAY	\$	7,385	\$	40,000	\$ \$	-
403-43121-430-47200	TRANSFER OUT OTHER FINANCING	\$	-	\$ <b>\$</b>	-	\$ /	-
	TOTAL EXPENDITURES	\$	7,385	\$	40,000	\$	-
REVENUES OVER/UNDE	ER EXPENDITURES	\$	14,466	\$	(34,000)	\ \ \ \	6,000

			2017		2018		2019
Account Number	Account Description	,	Actual	Α	dopted	Pi	oposed
404-00000-450-36200	OTHER MISCELLANEOUS REVENUE	\$	-	\$	-	\$	-
404-00000-450-36210	INTEREST ON INVESTMENTS	\$	3,331	\$	3,000	\$	3,000
404-00000-450-36230	CONTRIBUTIONS & DONATIONS	\$	1,500	\$	-	\$	-
404-00000-450-36250	PARKLAND FEES	\$	-	\$	-	\$	-
404-0000-450-39200	TRANSFER IN	\$	_	\$	-	\$	_
101 2000 100 000	TOTAL REVENUES	\$	4,831	\$	3,000	\$	3,000
404-45200-450-42410	MINOR EQUIPMENT & TOOLS	\$	-	\$	-	\$	
404-40200-400-42410	OTHER SERVICES & CHARGES	\$	<u>-</u>	\$	_	\$	-
404-45200-450-45100	LAND	\$	-	\$	-	\$	-
404-45200-450-45200	BUILDING & IMPROVEMENTS	\$	-	\$	-	\$	´-
404-45200-450-45300	IMPROVEMENTS OTHER THAN BUILDINGS	\$	16,200	\$	25,000	\$	55,000
404-45200-450-45400	MACHINERY & EQUIPMENT	\$	-	\$	-	\$	
	CAPITAL OUTLAY	\$	16,200	\$	25,000	\$	55,000
404-45200-450-47200	TRANSFER OUT	\$	_	\$	-	\$	_
	OTHER FINANCING	\$	-	\$	-	\$	-
	TOTAL EXPENDITURES	\$	16,200	\$	25,000	\$	55,000
REVENUES OVER/UND	ER EXPENDITURES	\$	(11,369)	\$	(22,000)	\$	(52,000)

#### CITY OF LAUDERDALE DEVELOPMENT 2019

Account Number	Account Description		2017 Actual	A	2018 dopted	Pr	2019 oposed
414-00000-462-36200	OTHER MISCELLANEOUS REVENUE	\$	81,125	\$	-	\$	-
414-00000-462-36210	INVESTMENT INTEREST	\$	2,489	\$	1,000	\$.	1,000
414-00000-462-36230	DONATIONS	\$	-	\$	-	\$	-
414-00000-462-39200	TRANSFER IN	\$	38,000	\$	38,000	\$	38,000
	TOTAL REVENUES	\$	121,614	\$	39,000	\$	39,000
414-46500-462-44370 414-46500-462-45300 414-46500-462-47200	MISCELLANEOUS CHARGES IMPROVEMENTS OTHER THAN BUILDINGS TRANSFER OUT OTHER FINANCING	\$ \$ \$	- - 0 0	\$ \$ \$	10,000	\$ \$ \$	10,000
	TOTAL EXPENDITURES	\$	.0	\$	10,000	\$	10,000
REVENUES OVER/UND	ER EXPENDITURES	\$	121,614	\$	29,000	\$	29,000

#### CITY OF LAUDERDALE HOUSING DEVELOPMENT 2019

Account Number	Account Description		)17 tual		018 opted	2019 Proposed		
415-00000-461-36200	OTHER MISCELLANEOUS REVENUE	\$	-	\$		\$	-	
415-00000-461-36210	INTEREST ON INVESTMENTS	\$	-	\$	-	\$	-	
415-00000-461-39200	TRANSFER IN	. \$		\$		\$		
	TOTAL REVENUES	\$	-	\$		\$	-	
415-46310-461-44370 415-46310-461-45100	TAXES AND LICENSES LAND OTHER FINANCING	\$ <u>\$</u> \$	- - -	\$ \$ \$	- - -	\$ \$ \$	- - -	
	TOTAL EXPENDITURES	\$	-	\$	-	*	-	
REVENUES OVER/UND	ER EXPENDITURES	\$		\$	-	\$	-	

CITY OF LAUDERDALE TIF DISTRICT 1-2 2019

Account Number	Account Description	2017 Actual		2018 Adopted		2019 Proposed	
416-00000-462-31050	TAX INCREMENT	\$	-	\$ .	-	\$	-
416-00000-462-63210	INTEREST ON INVESTMENTS	\$	-	\$	-	\$	750
416-00000-462-39200	TRANSFER IN	\$	-	\$	-	\$	-
416-47000-462-39300	BOND PROCEEDS	\$	-	\$		\$	_
	TOTAL REVENUES	\$	-	\$	-	\$	750
416-46500-462-44370 416-46500-462-45300 416-46500-462-47200 416-47000-462-47600	MISCELLANEOUS CHARGES IMPROVEMENTS OTHER THAN BUILDINGS TRANSFER OUT BOND ISSUANCE COSTS OTHER FINANCING	\$ \$ \$ \$	- - - -	\$ \$ \$ \$	-	\$ \$ \$ \$	- - - -
	TOTAL EXPENDITURES	\$	-	\$	*	\$	-
REVENUES OVER/UND	ER EXPENDITURES	\$	-	\$	-	\$	750

#### CITY OF LAUDERDALE ENTERPRISE FUNDS 2019

Fund	Fund Title		2016 Actual	A	2017 Adopted	P	2018 roposed
602	SANITARY SEWER	\$ \$	288,627 119,049	\$ \$	282,301 104,575	\$ \$	282,301 104,575
603	STORM WATER TOTAL REVENUES	\$	407,676	\$	386,876	\$	386,876
602	SANITARY SEWER	\$	256,790	\$	266,301	\$	293,925
603	STORM WATER	\$	92,905	\$	87,075	\$	101,694
003	TOTAL EXPENDITURES	\$	349,695	\$	353,376	\$	395,619

Account Number	Account Description	,	2017 Actual	,	2018 Adopted	2019 Proposed		
602-00000-000-33422	OTHER STATE GRANTS & AIDS	\$	15	\$	-	\$	-	
602-00000-000-36210	INTEREST ON INVESTMENTS	\$	11,706	\$	10,000	\$	10,000	
602-00000-000-37210	SEWER CHARGES	\$	276,905	\$	272,301	\$	272,301	
602-00000-000-37290	SEWER ACCESS CHARGES	\$	-	\$		\$	-	
602-00000-000-37230	SALE OF CAPITAL ASSETS	\$	-	\$	_	\$	-	
602-00000-000-39110	GAIN ON DISPOSAL	\$	-	\$	-	\$	<u>-</u>	
	TOTAL REVENUES	\$	288,627	\$	282,301	\$	282,301	
602-49450-000-41010	FULL TIME EMPLOYEES	\$	36,263	\$	50,409	\$	55,338	
602-49450-000-41020	OVERTIME	\$	. 84	\$	-	\$		
602-49450-000-41190	OTHER PAY	\$	_	\$	-	\$	-	
602-49450-000-41195	COMP ABSENCES/OPEB	\$	5,238	\$	-	\$	-	
602-49450-000-41793	PERA	\$	3,023	\$	3,661	\$	3,963	
602-49450-000-41220	FICA	\$	2,920	\$	3,125	\$	3,431	
602-49450-000-41225	MEDICARE	\$	683	\$	731	\$	802	
602-49450-000-41250	DEFERRED COMPENSATION	\$	4,074	\$	5,000	\$	4,300	
602-49450-000-41310	HEALTH INSURANCE	\$	2,385	\$	2,266	\$	3,253	
602-49450-000-41320	DENTAL INSURANCE	\$	102	\$	50	\$	110	
602-49450-000-41330	LIFE INSURANCE	\$	556	\$	200	\$	600	
602-49450-000-41340	DISABILITY INSURANCE	\$	198	\$	60	\$	200	
602-49450-000-41510	WORKERS COMPENSATION INSURANCE	\$	2,796	\$	3,141	\$	3,410	
002-43450-000-41510	PERSONNEL	\$	58,321	\$	68,643	\$	75,407	
602-49450-000-42110	GENERAL SUPPLIES	\$	=	\$	100	\$	100	
602-49450-000-42120	MOTOR FUELS	\$	512	\$	700	\$	700	
602-49450-000-42130	LUBRICANTS & ADDITIVES	\$	-	\$	-	\$	-	
602-49450-000-42170	SAFETY EQUIPMENT	\$	<del>.</del> .	\$	<del>-</del>	\$	-	
602-49450-000-42210	VEHICLE/EQUIPMENT PARTS	\$	-	\$	-	\$	-	
602-49450-000-42220	TIRES	\$	-	\$	-	\$	-	
602-49450-000-42240	STREET MAINTENANCE MATERIALS	\$	-	\$	-	\$	-	
602-49450-000-42410	MINOR EQUIPMENT & TOOLS	\$		\$	-	\$		
	SUPPLIES	\$	512	\$	800	\$	800	
602-49450-000-43010	AUDITING & ACCOUNTING SERVICES	\$	3,222	\$	2,200	\$	3,500	
602-49450-000-43030	ENGINEERING	\$	5,045	\$	22,000	\$	10,000	
602-49450-000-43090	EXPERT & PROFESSIONAL SERVICES	\$		\$	7,000	\$	7,000	
602-49450-000-43140	TRAINING & EDUCATION	\$	745	\$	600	\$	800	
602-49450-000-43210	TELEPHONE & TELEGRAPH	\$	196	\$	300	\$	300	
602-49450-000-43310	TRAVEL EXPENSE	\$	-	\$	100	\$	100	
602-49450-000-43430	ADVERTISING - OTHER	\$	-	\$	-	\$	_	
602-49450-000-43610	INSURANCE & BONDS	\$	2,740	\$	3,500	\$	3,000	
602-49450-000-43820	WATER UTILITIES	\$	93	\$	100	\$	100	
602-49450-000-43850	SEWER - MET COUNCIL	\$	137,131	\$	130,158	\$	160,918	
602-49450-000-44040	VEHICLE/EQUIPMENT REPAIRS	\$	, <del>-</del>	\$	1,000	\$	1,000	
602-49450-000-44060	LAUNDRY SERVICES	\$	717	\$	800	\$	800	
602-49450-000-44160	RENTS & LEASES	\$	_	\$	-	\$	-	
602-49450-000-44200	DEPRECIATION	\$	39,768	\$	20,000	\$	20,000	
602-49450-000-44330	DUES & SUBSCRIPTIONS	\$	1,648	\$	400	\$	1,500	
602-49450-000-44370	MISCELLANEOUS CHARGES	\$	7,211	\$	8,000	\$	8,000	
602-49450-000-44390	TAXES & LICENSES	\$	-	\$	700	\$	700	

602-49450-000-44450	CLAIMS & DAMAGES	\$ -	\$ -	\$ -
002-43430 000 44400	OTHER SERVICES & CHARGES	\$ 198,515	\$ 196,858	\$ 217,718
602-49450-000-45300	IMPROVEMENTS OTHER THAN BUILDINGS	\$ (558)	\$ -	\$ -
602-49450-000-45500	VEHICLES	\$ 	\$ _	\$ -
	CAPIŢAL OUTLAY	\$ (558)	\$ -	\$ . · •
602-49450-000-47200	TRANSFER OUT	\$ -	\$ · <u>-</u>	\$ 40,000
	OTHER FINANCING	\$ -	\$ -	\$ 40,000
	TOTAL EXPENDITURES	\$ 256,790	\$ 266,301	\$ 333,925
REVENUES OVER/UND	ER EXPENDITURES	\$ 31,837	\$ 16,000	\$ (51,624)

#### CITY OF LAUDERDALE STORM WATER 2019

Account Number Account Description  603-00000-000-33422 OTHER STATE GRANTS & AIDS			2017 Actual	Δ	2018 Adopted	Pı	2019 roposed
603 00000 000-33422	OTHER STATE GRANTS & AIDS	\$	15	\$	-	\$	-
603-00000-000-35422	INTEREST ON INVESTMENTS	\$	4,214	\$	4,500	\$	4,500
603-00000-000-37170	STORM WATER CHARGES	\$	114,820	\$	100,075	\$	100,075
603-00000-000-37170	TRANSFER IN	\$	, -	\$	· -	\$	-
003-00000-000-39200	TOTAL REVENUES	\$	119,049	\$	104,575	\$	104,575
	CULL TIME CAMPLOVEES	\$	35,753	\$	43,691	\$	46,967
603-49500-000-41010	FULL TIME EMPLOYEES	\$	84	\$	-10,001	\$	-
603-49500-000-41020	OVERTIME	Ψ \$	-	\$	_	\$	_
603-49500-000-41190	OTHER PAY	\$ \$	5,232	\$	_	\$	_
603-49500-000-41195	COMP ABSENCES/OPEB	φ \$	2,984	\$	3,157	\$	3,373
603-49500-000-41210	PERA	\$	2,888	\$	2,709	\$	2,912
603-49500-000-41220	FICA	\$	675	\$	634	\$	681
603-49500-000-41225	MEDICARE DEFERRED COMPENSATION	\$	4,069	\$	4,500	\$	4,100
603-49500-000-41250	HEALTH INSURANCE	\$	2,141	\$	1,773	\$	2,151
603-49500-000-41310	DENTAL INSURANCE	\$	97	\$	40	\$	110
603-49500-000-41320 603-49500-000-41330	LIFE INSURANCE	\$	555	\$	200	\$	600
	DISABILITY INSURANCE	\$	194	\$	70	\$	200
603-49500-000-41340	WORKERS COMPENSATION INSURANCE	\$	2,288	\$	2,651	\$	2,750
603-49500-000-41510	PERSONNEL		56,960	\$	59,425	\$	63,844
603-49500-000-42110	GENERAL SUPPLIES	\$	-	\$	-	\$	-
603-49500-000-42120	MOTOR FUELS	\$	512	\$	700	\$	700
603-49500-000-42160	CHEMICALS & CHEMICAL PRODUCTS	\$	-	\$	-	\$	-
603-49500-000-42170	SAFETY EQUIPMENT	\$	-	\$	-	\$	-
603-49500-000-42210	VEHICLE/EQUIPMENT PARTS	\$		\$	-	\$	-
603-49500-000-42220	TIRES	\$	-	\$	-	\$	-
603-49500-000-42410	MINOR EQUIPMENT & TOOLS	\$	-	\$	-	\$	_
	SUPPLIES	\$	512	\$	700	\$	700
603-49500-000-43010	AUDITING & ACCOUNTING SERVICES	\$	3,222	\$	2,200	\$	3,500
603-49500-000-43030	ENGINEERING	\$	18,717	\$	3,000	\$	10,000
603-49500-000-43090	EXPERT & PROFESSIONAL SERVICES	\$	7,500	\$	6,500	\$	7,500
603-49500-000-43140	TRAINING & EDUCATION	\$	<u>-</u>	\$	300	\$	300
603-49450-000-43210	TELEPHONE & TELEGRAPH	\$	196	\$	300	\$	300
603-49500-000-43310	TRAVEL EXPENSE	\$	-	\$	-	\$	-
603-49500-000-43510	LEGAL NOTICES PUBLISHING	\$		\$	4.500	. \$	4 400
603-49500-000-43610	INSURANCE & BONDS	\$	1,252	\$	1,500	\$	1,400
603-49500-000-44040	VEHICLE/EQUIPMENT REPAIRS	\$		\$	400	\$	400
603-49500-000-44060	LAUNDRY SERVICES	\$	717	\$	750	\$	750
603-49500-000-44200	DEPRECIATION	\$	-	\$	4 000	\$	2 000
603-49500-000-44330	DUES & SUBSCRIPTIONS	\$	2,558	\$	1,000 1,000	\$	2,000
603-49500-000-44370	MISCELLANEOUS CHARGES	\$	1,273	\$	1,000	\$	1,000
603-49500-000-44390	TAXES & LICENSES OTHER SERVICES & CHARGES	\$	35,433	\$	16,950	<u>\$</u> \$	27,150
603-49500-000-45300	IMPROVEMENTS OTHER THAN BUILDINGS	\$		\$	10,000	\$	10,000

	CAPITAL OUTLAY	\$	\$	10,000	\$ 10,000
603-49450-000-47200	TRANSFER OUT OTHER FINANCING	\$ -	\$	<u>-</u>	\$ 10,000
	TOTAL EXPENDITURES	\$ 92,905	\$	87,075	\$ 111,694
REVENUES OVER/UND	DER EXPENDITURES	\$ 26,144	\$ .	17,500	\$ (7,119)



# CAPITAL IMPROVEMENT PLAN

2019-2028





FUND TITLE	2019	2020	2021	2022	2023 2024	2025 2026	2027 2028	Total
202 Communications		\$ 30,000						\$ 30,000
<b>401</b> General Capital	\$ 70,000	\$ 15,000	\$ 40,000	\$ 40,000		\$ 40,000		\$ 205,000
403 Street Improvement	TBD				\$ 175,000			\$ 175,000
404 Park Improvement	\$ 55,000							\$ 55,000
<b>414</b> Development								. ❖
<b>602</b> Sanitary Sewer		\$ 150,000		\$ 150,000				\$ 300,000
603 Storm Water	\$ 10,000	\$ 60,000	\$ 80,000					\$ 150,000
GRAND TOTAL	\$ 135,000	\$135,000 \$255,000	\$ 120,000	\$ 190,000	\$ 190,000 \$ 175,000 \$	\$ - \$ 40,000	\$   \$   \$   \$   \$   \$   \$   \$   \$   \$	\$ 915,000

## CITY OF LAUDERDALE CAPITAL IMPROVEMENT PLAN PROJECT SUMMARY BY YEAR AND FUNDING SOURCE



<b></b>	\$ 10,000	\$ 80,000									\$ 90,000
602		\$ 150,000		\$ 150,000							\$ 300,000
414											- \$
FUND 404	000'05 \$										\$ 55,000
403	TBD				\$ 175,000						\$ 175,000
401	\$ 60,000	\$ 15,000	\$ 40,000	\$ 40,000				\$ 40,000			\$ 205,000
202	\$ 30,000										\$ 30,000
AR	Council Chambers Technology Lawn Mower City Hall - Replace Roof Eustis / Roselawn Reconstruction Skyview Park Improvements Community Park Improvements Invasive Species Management	2020 Public Works Garage - Replace Roof Sewer Lining Project Seminary Pond Project	<b>2021</b> 2001 John Deere Tractor 3520	<b>2022</b> 2012 Ford F350 Truck and Plow Sewer Lining Project	<b>2023</b> Sealcoating - All City streets	2024	2025	<b>2026</b> 2016 Ford F350 Truck and Plow	2027	2028	TOTALS
YEAR	2019	50	70	20	7	7	7	73	73	73	





PROJECT	2019	9 202	2020 2021	1 2022	2 2023	YEAR	2024	2025		2026	2027	2028	8
Council Chambers Technology	\$	- \$ 30	\$ 000'08	\$ -	\$	\$	1	\$	\$ -	1	\$	\$	
TOTALS	❖	08 \$ -	\$ 000'08	<b>\$</b> }	٠ ٠	۱ د	•	❖	۰	•	<b>↔</b>	\$ '	1





PROJECT	2	2019	50	020	2	2021	2	2022	2023	YE 23	YEAR 2024	7.	2025	2	2026		2027		2028	
Lawn Mower 10 year schedule	\$ 1	\$ 10,000 \$	\$	ı	₩.	1	❖	1	, ,	ı	<b>⋄</b>	1	❖	ı	❖	1	<b>4</b> 0-	· ·	·	•
City Hall - replace roof 20 year schedule	\$	\$ 000009 \$	❖	1	↔	1	<b>⋄</b>	ı	<b>⋄</b>	1	❖	ı	<b>⋄</b>	1	φ.	1	↔	· ·		
Replace Public Works Garage Roof 25 year schedule	❖	1	\$ 11	5,000	<b>⋄</b>	t	<b>⋄</b>	ı	<b>↔</b>	1	<b>⋄</b>	ı	<b>∽</b>	1	<b>\$</b>	ı	<b>⋄</b>	٠		
Replace 2001 John Deere Tractor 3520 10 year schedule	❖	ı	<b>↔</b>	t	\$	40,000	\$		<b>⋄</b>	1	↔	ı	❖	i	<b>\$</b>	ī	<b>«</b> ∧-	,		ı
Replace 2012 Ford F350 Truck and Plow 10 year schedule	❖	ı	❖	I	<b>⋄</b>	t	\$	40,000	<>>	ı	\$	ı	<b>⋄</b>	1	<b>⋄</b>	ŧ	❖	· • • • • • • • • • • • • • • • • • • •		•
Replace 2016 Ford F350 Truck and Plow 10 year schedule	φ.	1	\$	1	\$	ı	φ		٠	1	< →	'	\$	1	\$ 40,0	40,000	\$	'		,
TOTALS	ψ,	\$ 000'02 \$	<b>ب</b>	15,000	Ś	\$ 40,000 \$ 40,000	\$	10,000	❖	'	φ.	1	\$	•	\$ 40,	40,000	<b>\$</b>	1	40	





PROJECT	2015	2019 2020	2.1	2021 2022		2023	YEAR 202	YEAR 2024 2025		2026	2027	2028	
Eustis/Malvern Street Alley Improvements	❖	<b>⋄</b>	<b>↔</b>	<b>⊹</b>	,		<b>⊹</b>	<b>⇔</b>	<b>↔</b> 1	1	❖	\$	
Roselawn & Eustis Street Reconstruction	TBD	↔	<b>⇔</b>	<b>⇔</b> '	1,	40	<b>⊹</b>	<b>⋄</b>	۰	1	<b>\$</b>		
Sealcoating - all City streets 6 year schedule (last one 2016)	∽	<b>↔</b>	<b>√</b> }.	- \$1	\$ 175,000	40	<b>↔</b>	<b>⋄</b>	· ·	ı	φ.	- \$ 2,200,000	
TOTALS	<b>•</b>	\$	<b>4</b> 5-	- \$1	\$ 175,000 \$	10	\$	<b>₩</b>	,	,	<b>.</b>	- \$ 2,200,000	۱ ۵





PROJECT	2019	202	0	2021 20	2022 2023	YEAR 3 2024		2025 2	2026 20	2027 20	2028
Skyview Park Improvements	\$ 000'09 \$	\$ 00	<b>⋄</b>	<b>\$</b>	<b>\$</b>	<b>↔</b>	<b>.</b> .	<b>↔</b>	٠,	\$	•
Community Park Improvements	\$ 2,000 \$	\$ 00	\$	\$	\$ .	\$ -	\$ -	\$	\$ -	\$ -	1
TOTALS	\$ 65,000 \$	\$ 00	<b>⋄</b>	<b>⊹</b>	<b>⋄</b>	<b>₹</b> \$-	,	<b>↔</b> ,	<b>\$</b>	\$	1





PROJECT	2019	6	2020		2021	2022	2	2023	YEAR	2024	1	2025		2026	7	2027	2028	∞
1821 Eustis Site Improvements	\$		\$	\$ -	,	\$			'		'	10	\$ -		\$ -		\$	1
TOTALS	⋄	1	<b>⋄</b>	\$	•	⋄	1	4Λ-	1	40	'	40	٠ ب		\$	1	⋄	ı





PROJECT	. 20:	2019 202	0	2021 2022		YEAR 2023	2024	2025	2026		2027	2028
2018 Sewer Lining Project	❖	<b>S</b>	<b>⊹</b>	<b>\$</b>	<b>⊹</b>	<b>↔</b>	1	<b>⋄</b>	\$	<b>⋄</b>	<b>.</b>	1
2020 Sewer Lining Project	❖	- \$150	\$ 000′0	<b>↔</b> '	<b>·</b>	<b>↔</b> '	ı	<b>\$</b>	Ŷ	<b>↔</b>	۱ ۰	1
2022 Sewer Lining Project	\$	\$ -	\$ -	- \$150	\$ 150,000 \$	<b>⋄</b>	•	\$	\$	\$	\$ -	1
TOTALS	⋄	<b>⇔</b>	<b>.</b>	- \$150	\$ 150,000 \$	<b>↔</b> '	•	❖	<b>↔</b>	<b>⋄</b>	1	1





PROJECT	2019	202	020	2021	2022	2023	YEAR 3 2024		2025	2026	2027	2028	88
Invasive Species Management	\$ 10,000 \$	\$	ı	•>-	<b>\$</b>	\$	<b>\$</b>	i	٧٨	<b>⋄</b>	<b>↔</b>	<b>⇔</b>	
Seminary Pond Project	\$	- \$ 80	30,000	\$	\$	\$	\$ -		Ş	\$	\$ -	\$	ı
TOTALS	\$ 10,000 \$ 80,	\$	30,000	٠.	<b>↔</b>	<b>⋄</b>	\$ '		<b>⋄</b>	<b>ب</b>	\$	, \$	•

## CITY OF LAUDERDALE TECHNOLOGY REPLACEMENT PLAN 2019 - 2028



Department	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	Funding Source(s)
City Administrator	1,500	0	0	0	1,500	0	0	0	1,500	0	Fund 101 - Operating
Assistant City Administrator	750	0	0	0	1,000	0	0	0	1,000	1,000	Fund 101 - Operating
Deputy City Clerk	0	0	0	1,000	0	0	0	1,000	0	0	Fund 101 - Operating
Public Works Coordinator	0	0	0	1,000	0	0	0	1,000	0	0	Fund 101 - Operating
Public Works Maintenance	0	750	0	0	0	1,000	0	0	0	1,000	Fund 101 - Operating
City Hall Front Counter	0	0	1,000	0	0	0	1,000	0	0	0	Fund 101 - Operating
Council Chambers/Cable TV	750	0	0	0	1,000	0	0	0	1,000	0	Fund 101 - Operating
City Hall Copier	Lease	0	0	0	Lease	0	0	0	Lease	Lease	Fund 101 - Operating
TOTAL	3,000	750	1,000	2,000	3,500	1,000	1,000	2,000	3,500	2,000	

## NOTES

Computers are replaced on 4-year schedule.

Printer is replaced on 5-year schedule.

Copier is leased on 4-year schedule.



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.

October 15, 2018

City of Lauderdale Attn: Jim Bownik 1891 Walnut Street Lauderdale, MN 55113

Jim,

Thank you for the opportunity to speak to you and the members of the Lauderdale city council and staff about extending the recycling contract. It was great to have the opportunity to share with you and the city council all of the things impacting the recycling industry today.

As per your request we have included below a proposal for how to extend the contract beyond the end of the current term which ends December 31, 2018. Here are the changes we propose to make to the current contract:

1. The proposal has an increased processing fee of \$16 per ton, which is reflective of the additional costs associated with sorting single stream recycling and the continued investments in capital equipment needed to adjust to ever evolving composition of the material and specifications for sale of material is a need to cover the additional costs of processing single sort material and the depressed value of the material, we propose to change the revenue share calculation to include a \$90 per ton processing fee. The processing fee would be reflected on the tonnage and revenue share report that the city receives each month (see attached sample of the old and new reports). We could be open to discussing a lower per ton processing fee with an 80% revenue share percentage, which would include a market adjustment fee that would be added to the per ton processing fee when market values hit certain low levels. This is a more complicated system of revenue share but can provide more revenue to the City when markets are high but also provides more unpredictability on negative revenue share when markets are low. If you would like a proposal on this let us know.

We'd also like to adjust the indices used in the revenue share sheet to be in line with what we use for other cities and to be reflective of the increased transportation costs in shipping the commodity grades. We also need to remove

lines for materials we no longer sort separately such as phone books and thermoform.

- 2. **Eliminate Revenue Share.** If the City decides to forgo being a part of the Revenue Share program in the contract extension, there would be a \$1 charge per residential unit per month.
- 3. As for the per unit cost we are looking at some different options for the city to consider.

3 year extension-

Every other Week (EOW) collection.

\*EOW-Pickup

\$2.60 per unit per month.

\$3.60 per unit per month without Revenue Share

5 year extension-

EOW collection.

\*EOW-Pickup

\$2.50 per unit per month. (Current price being

charged)

\$3.50 per unit per month without Revenue Share

\*Please note. In an effort to keep the per month charge down for residents, we are proposing transitioning the city to EOW collection instead of weekly. While 90% of the residents participate in program, the weekly setout rate is 60% of which only about ½ to ¾ of the cart is full. Therefore, we think the transition to EOW will not be difficult. The change to EOW would begin the week of January

3 year extension-

Weekly collection.

Weekly-Pickup

\$4.95 per unit per month.

\$5.95 per unit per month without Revenue Share

5 year extension-

Weekly collection.

Weekly-Pickup

\$4.65 per unit per month. (Current price being

charged)

\$5.65 per unit per month without Revenue Share

The rates above would remain the same for the 1<sup>st</sup> year (2019). In the subsequent years that follow, there would be CPI based increase for each of the last two years based on the published CPI increase from the Minneapolis Federal Reserve, not to exceed 3%.

4. Fuel Surcharge. Eureka will insert some standard language in case diesel exceeds a certain threshold- for example \$4.00 per gallon for Biodiesel20.

Finally. If the City decides to hold off on making a decision regarding a contract extension, Eureka Recycling is fine with adding a memorandum of understanding for 6 months onto

the existing contract. The Per Unit price for weekly collection would be \$4.65. The revenue share processing charge would stay the same at \$74 a ton.

We very much appreciate and enjoy the partnership that we have developed with the staff, city council and residents of Lauderdale over the last decade. We look forward to continue our efforts and be a positive provider of service to the residents.

Please contact David Weidenfeller if you have additional questions, need clarification or additional information. His phone number is 612-290-5867 and his email is <a href="mailto:Davidw@eurekarecycling.org">Davidw@eurekarecycling.org</a>.

Sincerely,

Co-Director

2828 Kennedy Street NE \ Minneapolls, MN 55413 \ (651) 222-7678 \ Fax (612) 623-3277 \ www.eurekarecycling.org

Eureka Recycling is an affirmative action, equal opportunity employer. It is our policy to hire without discrimination based on race, creed, religion, sex, color, national origin, sexual or affectional orientation, ancestry, familial status, age, disability, marital status or status with regard to public assistance.

AXA	温が当	

	le Tonnage and Revenue Report
July 2018	Lauderdale Tonnage and

Tonnage Summary (Gross Amount Collected)	nount Collected)		Ť.		
Curbside Tons-	12.03				
Multifamily Tons-	3.43				
Total Tons	15.46				
Net Amount Marketed by Commodity and Residual Rate*	Composition*	Gross collected and Net Tons Marketed	Index Value	Total Revenue	Markets Generally Used for Sale of Materials
Single Stream Composition					
News Mix	54.04%	8.35	\$35.00	\$292.41	PPW/OBM - Sorted Residential #56 High side Chicago
Cardboard	10.03%	1.55	\$65.00	\$100.79	PPW/OBM - OCC #11 High side Chicago
Mixed Paper	4.53%	0.70	\$0.00	\$0.00	PPW/OBM -Mix Paper #54 High side Chicago
Textiles	%00.0	00.0	\$80.00	\$0.00	US'Again
Aluminum Cans	1.58%	0.24	\$1,500.00	\$366.40	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
Steel Cans		0.26	\$200.00	\$51.02	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
HDPE NAT	1.13%	0.17	\$800.00	\$139.76	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
HDPE Col	0.44%	70.0	\$280.00	\$19.05	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
PET	3.03%	0.47	\$320.00	\$149.90	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
Tubs and Lids	0.21%	0.03	\$200.00	\$6.49	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
Mix Glass	20.15%	3.12	(\$19.57)	(\$60.96)	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month Plus Transportation
Milk Cartons/Juice Boxes		0.02	\$38.75	\$0.78	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
Residual	3.08%	0.48	(\$91.04)	(\$43.35)	Herc rate Plus Transportation
SubTotals	100.00%	15.46		\$1,022.28	
Rev Share at 100%			400%	\$1,022.28	
Processing Fee		06\$	\$90 Per Ton	\$1,391.40	
Net Revenue to Lauderdale	erdale			(\$369.12)	



	venue Report
	onnage and Rev
July 2018	Lauderdale T

Tonnage Summary (Gross Amount Collected)	ount Collected)				
Curbside Tons-	12.03				
Multifamily Tons-	3.43				
Total Tons	15.46				
Net Amount Marketed by Commodity and Residual Rate*	Composition⁺	Gross collected and Net Tons Marketed	Index Value	Total Revenue	Markets Generally Used for Sale of Materials
Single Stream Composition					
News Mix	54.04%	8.35	\$35.00	\$292.41	PPW/OBM - Sorted Residential #56 High side Chicago
Cardboard	10.03%	1.55	\$65.00	\$100.79	PPW/OBM - OCC #11 High side Chicago
Mixed Paper	4.53%	0.70	\$0.00	\$0.00	PPW/OBM -Mix Paper #54 High side Chicago
Carrier Stock	0.00%	00.0	\$0.00	\$0.00	PPW/OBM -Mix Paper #54 High side Chicago
Phone Books	0.00%	00.0	\$0.00	\$0.00	PPW/OBM -Mix Paper #54 High side Chicago
Textiles	0.00%	00.0	\$80.00	\$0.00	US'Again
Aluminum Cans	1.58%	0.24	\$1,720.00	\$420.14	AMM
Steel Cans	1.65%	0.26	\$245.00	\$62.50	AMM
HDPE NAT	1.13%	0.17	\$800.00	\$139.76	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
HDPE Col	0.44%	0.07	\$280.00	\$19.05	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
PET	3.03%	0.47	\$320.00	\$149.90	Recycling Markets.net - Chicago/Midwest Regional Low - Last Day of Month
Tubs and Lids	0.21%	0.03	\$220.00	\$7.14	Market Price
Thermoform	0.00%	0.00	\$339.15	\$0.00	Market Price
Mix Glass	20.15%	3.12	(\$17.07)	(\$53.18)	Market Price
Milk Cartons/Juice Boxes	0.13%	0.02	\$90.00	\$1.81	Market Price-Tetra Pak
Residual	3.08%	0.48	(\$85.00)	(\$40.47)	HERC
SubTotals	100.00%	15.46		\$1,099.85	
Rev Share at 100%			100%	\$1,099.85	
Processing Fee		\$76	\$76 Per Ton	\$1,168.00	
Net Revenue to Lauderdale	dale			(\$68.16)	

#### Recycling Fee

Lauderdale's single-sort recycling program changed in May 2015 from recycling bins to carts. Eureka! Recycling has the contract to provide curbside collection on a weekly basis through December 31, 2018. The contract rate was \$2.52 per household per month when the more labor intense bins collection system was in place but adjusted downward after the carts were implemented. The rate for 2017 was \$2.08 per household per month, the rate for 2018 was \$2.12 per household per month.

#### New Recycling Contract

The recycling contract is up for renewal. To continue weekly collection at Eureka's proposed price will be \$4.65 per unit per month or an increase of \$2.53 (119.3%) per unit. The processing costs are going up from \$76 per ton to \$90 which is an increase of 18.4%. They also proposed changes to the revenue share indices which will further hurt the bottom line.

#### Target Cash Reserves - Recycling Fund

The City Council and staff have discussed the recycling market upheaval that happened after China started refusing shipments of recycled materials earlier in 2018. The markets aren't expected to recover for years and may get worse. Staff recommends spreading out these sizable increases over two years. This means raising rates by the fixed household cost increase of \$2.53 per month in 2019. The fund balance would cover the anticipated revenue sharing losses and personnel increases of approximately \$10,000. The current fund balance is \$85,000. For 2020, the Council can look at the impact of the revenue sharing losses on the fund balance and determine next steps.

#### Recycling Rate History (Per Month):

Recycling Rate	2015	2016	2017	2018	2019
Residential /Mo,	\$2.45	\$2.70	\$2.84	\$2.98	\$5.51
Residential /An.	\$29.40	\$32.40	\$34.08	\$35.76	\$66.12
% Increase	0%	0%	10%	5%	84.9%

#### Metropolitan Council Environmental Services (MCES)

#### 2019 MUNICIPAL WASTEWATER CHARGE (MWC)



#### City of Lauderdale

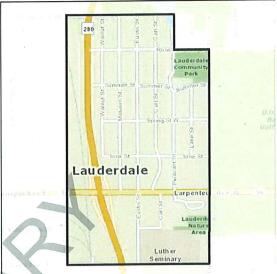
In 2019, the estimated wastewater service fee for your community is \$160,917.64, a change of 23.63% from 2018. The table below details your allocated wastewater flow, in millions of gallons (mg), and cost of service:

Community Allocation	2019	2018
Metered flow (mg)	29.70	-
Unmetered flow (mg)	33.97	¥ .
Total flow (mg)	63.67	53.75
Percent of regional flow	0.07%	0.06%
Municipal wastewater charge	\$160,917.64	\$130,157.75
Cost change from prior	23.63%	-5.09%

Your fee is based on the portion of wastewater flow discharged from your community to the regional system in the past year (2017) multiplied by the regional wastewater charge for the upcoming year (2019). Year-to-year changes are affected by growth, water conservation, and inflow and infiltration.

Region	2019	2018
Regional allocated flow (mg)	89,991.18	90,747.95
Flow change from prior	-0.83%	6.4%
Regional wastewater charge	\$227,440,997	\$219,749,756
Cost change from prior	3.5%	3.7%

Community Map; see next page for details.



Some wastewater may enter or leave your community but not be included in the metered flow total. These unmetered flows are shown below. Assigned wastewater volumes per unit – such as single-family unit (SFU) or recognized equivalent connection (REC) – vary based on past flow response to wet weather, age of services, and other data.

Flow from Lauderdale = 33.97 mg; added to allocated flow:

To:	Calculation/ Description	1 <sup>st</sup> Q	2 <sup>nd</sup> Q	3 <sup>rd</sup> Q	4 <sup>th</sup> Q	Notes
	(2 Ind. @ 19 REC) x 80,000 + MCES temp. monit.	8.20	8.29	8.38	8.38	
St Paul	9 SFU x 80,000	0.18	0.18	0.18	0.18	

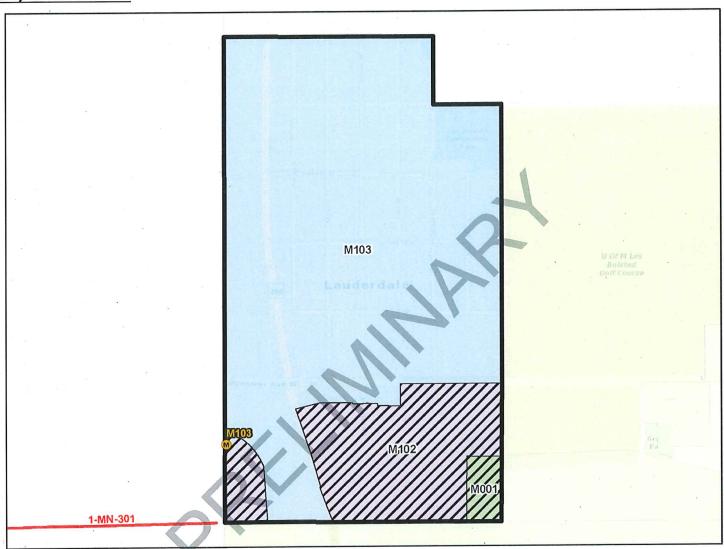
Flow to Lauderdale = 0.00 mg; deducted from allocated flow:

I TOW TO Educati	duic oldo iligi deddistas il oli america		, , ,			
From:	Calculation/ Description	1 <sup>st</sup> Q	2 <sup>nd</sup> Q	3 <sup>rd</sup> Q	4 <sup>th</sup> Q	Notes

Unmetered flow total = 33.97 mg



#### **City of Lauderdale**



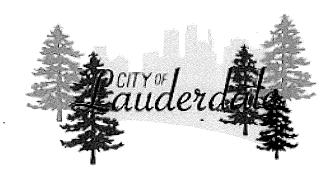
#### City of Lauderdale MCES Facilities



### General Ledger Cash Balances

User: heather.butkowski Printed: 10/17/2018 11:01:38 AM

Period 10 - 10 Fiscal Year 2018



Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,669,967.59	6,539.34	85,368.49	-2,748,796.74
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	11,609.08	0.00	342.15	11,266.93
Cash	227-00000-000-10100	86,531.02	0.00	885.44	85,645.58
Cash	305-00000-000-10100	57,100.03	0.00	0.00	57,100.03
Cash	401-00000-000-10100	122,943.14	0.00	0.00	122,943.14
Cash	403-00000-000-10100	461,867.93	0.00	0.00	461,867.93
Cash	404-00000-000-10100	271,584.36	0.00	0.00	271,584.36
Cash	405-00000-000-10100	0.00	0.00	0.00	0.00
Cash	414-00000-000-10100	293,375.00	0.00	0.00	293,375.00
Cash	415-00000-000-10100	-80,317.73	0.00	0.00	-80,317.73
Cash	416-00000-000-10100	101,717.98	0.00	0.00	101,717.98
Cash	602-00000-000-10100	1,060,634.13	0.00	106,189.60	954,444.53
Cash	603-00000-000-10100	381,075.14	0.00	3,007.62	378,067.52
Current Assets		98,252.49	6,539.34	195,793.30	-91,001.47
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
	Value 101-00000-000-10410	3,126,167.95	0.00	0.00	3,126,167.95
Adj Investments		3,126,167.95	0.00	0.00	3,126,167.95
Grand Total		3,224,720.44	6,539.34	195,793.30	3,035,466.48