LAUDERDALE CITY COUNCIL MEETING AGENDA 7:30 P.M. TUESDAY, NOVEMBER 13, 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 TO ORDER THE LAUDERDALE CANVASING BOARD
- 2. ROLL CALL
- 3. DISCUSSION / ACTION ITEM
 - a. Resolution 111318A Certifying the Election Returns of the November 6, 2018, General Municipal Election
- 4. ADJOURNMENT
- 1. CALL TO ORDER THE LAUDERDALE CITY COUNCIL MEETING
- 2. ROLL CALL
- 3. APPROVALS
 - a. Agenda
 - b. Minutes of the October 23, 2018 City Council Meetings
 - c. Claims Totaling \$99,084.33
- 4. CONSENT
 - Resolution No. 131318A Authorizing Publication of Ordinance No. 18-02 Regulating Tobacco by Title and Summary
 - b. Third Quarter Investment Report
- 5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS
- 6. INFORMATIONAL PRESENTATIONS / REPORTS
 - a. Ramsey County Sheriff Jack Serier
 - b. City Council Updates
- 7. PUBLIC HEARINGS

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.

- 8. DISCUSSION / ACTION ITEM
 - a. Front Yard Fence Request at 1856 Eustis Street
 - b. Discussion of Jurisdictional Transfer of Eustis Street and Roselawn Avenue

c. 2019 Fund Budgets and Utility Rate Analysis

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

a. Truth in Taxation Hearing

b. Presentation by Real Estate Equities Regarding their Interest in Purchasing 1795 Eustis Street

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. Recycling Contract Updates

c. Community Development Update

13. ADJOURNMENT

LAUDERDALE COUNCIL ACTION FORM

	A CONTRACTOR OF THE PROPERTY O			
Action Requested				
Canvas	X			
Public Hearing				
Discussion				
Action				
Resolution	X			
Work Session				
,				

Meeting Date	November 13, 2018
ITEM NUMBER	Canvas Election Returns
STAFF INITIAL	- AB
APPROVED BY ADM	IINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Prior to the regularly scheduled council meeting, the City Council will convene as the canvasing board. Per Minnesota Statutes section 205.185, the governing body of a city shall act as the canvassing board, canvas the returns, and declare the results of the election within three to ten days after a general election. The write-in candidates for city offices will be included in the official canvassing document after we receive them from Ramsey County on Monday.

STAFF RECOMMENDATION:

Motion to adopt Resolution 111318A—A Resolution Certifying the Election Returns of the November 6, 2018, General Municipal Election.

RESOLUTION NO. 111318A

CITY OF LAUDERDALE COUNTY OF RAMSEY STATE OF MINNESOTA

RESOLUTION CERTIFYING THE ELECTION RETURNS OF THE NOVEMBER 6, 2018, GENERAL MUNICIPAL ELECTION

WHEREAS, the City of Lauderdale and Ramsey County election officials have tabulated the votes in Precinct I for Mayor for a term of two years and two Council members for a term of four years effective January 1, 2019.

WHEREAS, the results have been compiled and are presented in the Abstract of Votes Cast In the Precincts of the City of Lauderdale, State of Minnesota at the State General Election Held Tuesday, November 6, 2018 which have been made part of this resolution.

WHEREAS, the write-in votes also have been tabulated and made a part of this resolution.

NOW THEREFORE, BE IT RESOLVED by the Canvassing Board that Mary Gaasch is duly declared elected to the Office of Mayor for a term of two years beginning January 1, 2019, and that Andi Moffatt and Roxanne Grove are duly declared elected to the Office of City Council for a term of four years beginning January 1, 2019.

BE IT ALSO RESOLVED, that the City Clerk is directed to certify the election returns to the Ramsey County Auditor.

Adopted by the City Council of the city of Lauderdale this 13th day of November, 2018.

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

City of Lauderdale, General Election 2018 Write-ins, Mayor

Kelly Whitstone

Ashley M. Protivinsby

Cal Nauman

Kelly Whitstone

Daniel Gumnit

John Hazen

Denise Hawkinson

Anyone Else

Mickey Mouse

Chuck Norris

Josh Grachek

Denise Hawkinson

Reid Victorsen

Michael Nachreiner

Jessica Ahlborn

Mallory L. Madden

Laurine

Not Her

Mike Nachreiner

Daniel Neven

Drew Miller

Zak Knudson

Snoopy

Michael Micheal

Drew Miller

Illhan Omar

Mike Bre

Michelle Goodmanson

Denise Hawkinson

Kelly Whitstone

Jay Harper

Henessy

Batman

Shawdi Ferdowsi

Zak Knudson



City of Lauderdale, General Election 2018 Write-ins, City Council

Max Emery
Karen Doherty

Drew Miller

Peanut

O. Olson

John P. Nordin

Chuck Nor

Ted Greene

Major

Bill Silverman

Keith Pierce

Pain

Seth H. Wynands

Josh Grachek

Jeff M. Buck

Leann Olson

Tony Goodmanson

Don Vandenburg



Abstract of Votes Cast In the Precincts of the City of Lauderdale State of Minnesota at the State General Election Held Tuesday, November 6, 2018

as compiled from the official returns.

Abstract print version 22591, generated 11/8/2018 1:01:15 PM

Summary of Totals City of Lauderdale Tuesday, November 6, 2018 State General Election

Number of persons registered as of 7 a.m.	1355
Number of persons registered on Election Day	106
Number of accepted regular, military, and overseas absentee ballots and mail ballots	234
Number of federal office only absentee ballots	7
Number of presidential absentee ballots	0
Total number of persons voting	1206

Summary of Totals City of Lauderdale Tuesday, November 6, 2018 State General Election

KEY TO PARTY ABBREVIATIONS

NP - Nonpartisan

Mayor (Lauderdale)

NP WI Mary Gaasch WRITE-IN** 922 40

Council Member (Lauderdale) (Elect 2)

NP
Roxanne Grove
579

NP Andi Moffatt 635

NP Zak Knudson 562

WI WRITE-IN** 19

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Detail of Election Results City of Lauderdale Tuesday November 6 2018 State General Election

	Total Number of Persons Voting	1206
lection	Persons Registered Total Number of on Election Day Persons Voting	106
Tuesday, November 6, 2018 State General Election	Persons Registered as of 7 A.M.	1355
	Precinct	62 0090 : LAUDERDALE P-1 City of Lauderdale Total:

Detail of Election Results
City of Lauderdale
Tuesday, November 6, 2018 State General Election

Office Title: Mayor (Lauderdale)

WRITE-IN**	40	40
NP Mary Gaasch	922	922
Precinct	62 0090 : LAUDERDALE P-1	Total:

Office Title: Council Member (Lauderdale) (Elect 2)

		635 19	
		295	
₫Z	Roxanne Grove	ERDALE P-1 579	629
Precinct		62 0090 : LAUDERDALE P-1	Total:

, 2018.

Witness my hand and official seal of office this ______ day of _____

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October 23, 2018

Roll Call

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

Councilors present: Andi Moffatt, Roxanne Grove, Kelly Dolphin, 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. There being none, Councilor Grove moved and seconded by Councilor Moffatt to approve the agenda. Motion carried unanimously.

Mayor Gaasch asked if there were any corrections to the meeting minutes. There being none, Councilor Moffatt moved and seconded by Councilor Dains to approve the minutes of the October 9, 2018, city council meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Dains moved and seconded by Councilor Grove to approve the claims totaling \$34,382.20. Motion carried unanimously.

Consent

Councilor Dolphin moved and seconded by Councilor Moffatt to approve the Consent Agenda thereby approving the SCORE Grant Funding for Recycling Program – Resolution 102318A, the sidewalk snow removal contract with 8th Day Landscaping, and the September financial report.

Informational Presentations/Reports

A. CTV Update

Councilor Dolphin stated that she attended a CTV meeting and presented a handout showing the programming CTV did for Lauderdale in September.

B. Halloween Celebration

Bownik updated the Council on Halloween Party planning. He reminded residents that the party will be taking place on Wednesday, October 31 from 5-7 p.m. at City Hall. Bownik continued with a message to residents that donations and volunteers are still needed for the event.

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C. Absentee Voting and Election Day

Butkowski stated that absentee voting continued at City Hall. All Lauderdale residents of legal voting age can stop by during business hours to vote prior to Election Day. Voters can also obtain absentee ballots directly from Ramsey County by filling out an application form at www.mnvotes.org. Residents voting on the day of the election will do so at City Hall between the hours of 7 a.m. - 8 p.m.

D. City Council Updates

Roxanne Grove stated that she received a survey from the Ramsey County League of Local Governments, Councilor Dolphin mentioned that she has an upcoming meeting with the North Suburban Cable Commission, and Mayor Gaasch added that she attended a League of Minnesota Cities Director's meeting.

Public Hearings

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

Staff shared a PowerPoint presentation that described the existing condition and maintenance needs of the two county roads. Included in the presentation were the financial implications of the City taking ownership of the roads and plans for their rehabilitation and continued maintenance if owned by the County versus the City.

After the presentation, Mayor Gaasch opened the floor at 8:05 p.m. to anyone in attendance that wanted to address the council.

Matt Koncar, 1736 Malvern Street, approached the dais. He expressed his support for the jurisdictional transfer as he believed the City would do a quality job in improving them. He looked forward to the streets being rebuilt for biking purposes among other things.

Dan Lemke, 1832 Eustis Street, approached the Council. Lemke stated that he strongly opposed the jurisdictional transfer. He believes that there is too much money tied up in the 1795, 1821, and 1825 Eustis Street properties as well as the Service Station. He also stated that special assessments are not good for low income families.

Fabian Roers, 1761 Eustis Street, approached the Council. He was supportive of the idea and noted that special assessments could be spread across a number of years. He thought the improved roads would add more value than the cost of the assessments. He mentioned that perspective buyers of homes for sale near him looked put off by the condition of the roads.

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Melissa Walker, 1895 Pleasant Street, approached the Council. She supported the transfer of the roads and hopes that the Council can get the best possible deal from Ramsey County. She asked for a FAQ to be published to answer basic questions regarding the transfer of the two streets.

Darren Amundsen, City Engineer, approached the dais. He answered a few questions from the Council and addressed a couple of topics that were mentioned in the public hearing.

Mayor Gaasch closed the floor at 8:22 p.m.

Council members shared their perspectives and thanked the residents for attending the meeting to share their thoughts. The Council will continue to discuss with plans to make a decision on the matter before the end of the year.

Discussion/Action Items

A. 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

At the previous meeting, the Council took comments from the public on the draft ordinance and was provided with written comments. From the perspective of the license holders, increasing the sales age to 21 was easier to implement than selling their flavored tobacco stock. The Council looked at an effective date around 90 days from adoption. Staff suggested an effective date of February 1, 2019, which would be 101 days from the date of adoption. If adopted, staff will prepare a resolution to publish by title and summary at the next meeting.

Councilor Grove moved and seconded by Councilor Dains 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. Motion carried unanimously.

B. Contract with Better Futures for the Deconstruction of 1821 and 1825 Eustis Street Butkowski said staff has been working on an agreement with Better Futures for the deconstruction of 1821 and 1825 Eustis Street. Better Futures is a Minnesota non-profit that deconstructs buildings so that the materials can be reused or recycled. They offered to deconstruct the homes at no cost to the City. The costs would be covered by 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

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October 23, 2018

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.

Councilor Moffatt made a motion to enter into an agreement with Better Futures for the deconstruction of 1821 and 1825 Eustis Street as presented. This was seconded by Councilor Grove and carried unanimously.

C. Electrical Quote for Rewiring Community Park Security Light
The City Council received comments from neighboring property owners to Lauderdale
Community Park that the parking lot light near the dog park is intrusive in their homes. As Xcel
Energy would not install a timer on the pole to allow the City to control the times of day the light
was on, the City purchased the pole from Xcel Energy.

The City received two proposals. Parsons Corporation had the best pricing for doing the electrical work necessary to rewire the pole and install a timer. The base price is \$3,975 which could be reduced if the \$500 material allowance for Xcel Energy is not required.

Council members discussed their concern over spending nearly \$4,000 to install a timer for the light. There was no motion made on the matter and staff will explore alternative options.

Set Agenda for Next Meeting

Administrator Butkowski stated that the November 13 council meeting may include canvasing of election results, the Third Quarter Investment Report, and a Ramsey County Sheriff's update.

Work Session

A. Opportunity for the Public to Address the City Council Mayor Gaasch opened the floor at 8:45 p.m. to anyone in attendance that wanted to address the Council.

Fabian Roers, 1761 Eustis Street, addressed the Council. He thanked the Council for allowing the Roseville Area Youth Baseball Association to use the ballpark. He said everything was going well; the only complaint was the infield weeds. He wondered if anything could be done.

There being no other interested parties to speak, Mayor Gaasch closed the floor at 8:50 p.m.

B. 2019 Draft Fund Budgets

Butkowski went through the first run of special revenue, debt service, capital improvement, and enterprise fund budgets for 2019. There is a new 305 Fund to track the debt service for the bonds issued for 1795 Eustis Street and a new 416 Fund which tracks the TIF dollars for that site.

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Butkowski presented the recycling rates Eureka has proposed for the contract renewal and what staff believes the recycling rate would need to be increased by to absorb some of those costs.

Butkowski continued that staff discussed the 23% municipal wastewater charge increase with the Metropolitan Council Environmental Services staff. The number was reflected in the budget. The goal outlined by the City Council has been to set aside \$20,000 each year for future system repairs, mainly the sewer lining projects. The wastewater increase results in a \$31,000 budgetary shortfall to meet this goal. Staff has not analyzed the rate increase necessary to make up the shortfall.

Staff will continue to refine the budgets in anticipation of the Truth-in-Taxation hearing on November 27 and budget adoption on December 11.

C. Community Development Update

Butkowski informed the Council that staff is still engaged in ongoing discussions related to Luther Seminary's sale of their land in Lauderdale.

Adjournment

Councilor Mofatt moved and seconded by Councilor Grove to adjourn the meeting at 9:24 p.m. Motion carried unanimously.

Respectfully submitted,

Miles Cine

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:

November 13, 2018

Subject:

List of Claims

The claims totaling \$99,084.33 are provided for City Council review and approval that includes check numbers 26101 to 26141.

Accounts Payable

Checks by Date - Detail by Check Date

User:

miles.cline

Printed:

11/9/2018 2:30 PM



Check No	Vendor No	Vendor Name	Check Date		Check Amount
	Invoice No	Description	Reference		
ACH	43	Public Employees Retirement Association	11/02/2018		
	,	PR Batch 52200.11.2018 PERA Coordinated	PR Batch 52200.11.2018 PER		967.18
		PR Batch 52200.11.2018 PERA Coordinated	PR Batch 52200.11.2018 PER	27	1,115.98
		Total for	this ACH Check for Vendor 43:		2,083.16
ACH	44	Minnesota Department of Revenue	11/02/2018		
		PR Batch 52200.11.2018 State Income Tax	PR Batch 52200.11.2018 State		607.57
		Total for	this ACH Check for Vendor 44:		607.57
ACH	45	ICMA Retirement Corporation	11/02/2018		
ACII	43	PR Batch 52200.11.2018 Deferred Comp	PR Batch 52200.11.2018 Defe		1,352.31
		PR Batch 52200.11.2018 Deferred Comp	PR Batch 52200.11.2018 Defe		938.33
		Total for	this ACH Check for Vendor 45:		2,290.64
ACH	46	Internal Revenue Service	11/02/2018		
ACII	40	PR Batch 52200.11.2018 Medicare Employee Po			233.21
		PR Batch 52200.11.2018 Medicare Employer Po			233.21
		PR Batch 52200.11.2018 FICA Employer Portion			997.13
		PR Batch 52200.11.2018 Federal Income Tax	PR Batch 52200.11.2018 Fede		1,123.60
		PR Batch 52200.11.2018 FICA Employee Portion	PR Batch 52200.11.2018 FIC.		997.13
	, ¥ R	Total for	this ACH Check for Vendor 46:		3,584.28
			Total for 11/2/2018:		8,565.65
26101	221	Edith Affeldt	11/13/2018		
26101	112018	Election Judge	11/13/2010		200.00
	112010	Election stage			
			Total for Check Number 26101:		200.00
26102	65	Allstream Inc.	11/13/2018		
20102	15601200	Fax Line			51.74
			Total for Check Number 26102:		51.74
26102	115	Paula Biever	11/13/2018		
26103	112018	Election Judge	11/13/2010		87.50
			Total for Check Number 26103:		87.50
06104	117	Wells Dames	11/13/2018	e .5*	
26104	116 112018	Wally Borner Election Judge	11/13/2010		200.00
	·		Total for Check Number 26104:	ŧ .	200.00
	.110	L'a O'anan	11/12/2019		
26105	118 112018	Lisa Cierzan Election Judge	11/13/2018		200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference		Check Amount
			Total for Check Number 26105:		200.00
26106	33	City of Falcon Heights	11/13/2018		
	112017	September Fire Calls			1,830.74 1,025.00
	112017	Fire Inspections			1,023.00
			Total for Check Number 26106:		2,855.74
26107	36	City of Roseville	11/13/2018		
	0225123	October IT Services			1,118.00 82.43
	0225169	October Phone Services			02.43
			Total for Check Number 26107:		1,200.43
26108	29	City of St Anthony	11/13/2018		
	3731	November Police Services			57,730.67
			Total for Check Number 26108:		57,730.67
26100	25	County of Ramsey	11/13/2018		
26109	25 EMCOM-007265	October Fleet Support	11/13/2010		6.24
	EMCOM-007279	October 911 Dispatch Services			1,248.01 233.07
	EMCOM-007296 RISK-001956	October CAD Services Insurance Processing Fee			25.00
	Iddic 001930	modulio i rossismo			-
			Total for Check Number 26109:		1,512.32
26110	164	Dalco Enterprises Inc	11/13/2018	¥	73.02
	3376210	Tissue Paper			73.02
			Total for Check Number 26110:		73.02
26111	119	Karen Doherty	11/13/2018		
	112018	Election Judge			282.50
			Total for Check Number 26111:		282.50
26112	19	Ehlers and Associates Inc	11/13/2018		* , a
20112	78447	Chinese Church Redevelopment	11/13/2010	€.	900.00
			Total for Check Number 26112:		900.00
					*,
26113	9 112018	Genuine Parts Company Inc Truck Repairs	11/13/2018		108.05
	112016	Truck Repairs			
			Total for Check Number 26113:		108.05
26114	61	Gopher State One Call	11/13/2018		32.40
	8100516	October Locates			32.40
			Total for Check Number 26114:		32.40
26115	120	Judith Hayes	11/13/2018		
	112018	Election Judge			125.00
·			Total for Check Number 26115:		125.00
26116	82	Home Depot	11/13/2018		
26116	82 112018	General Supplies	11/13/14010	e." H	349.13
			Total for Check Number 26116:		349.13
		•.	Total for Check Pullinger 20110:		5-15.15

Check Amount		Check Date Reference	Vendor Name Description	Vendor No Invoice No	Check No
		11/13/2018	Katrina Joseph	134	26117
925.00			October Legal Services	0082	
925.00		Total for Check Number 26117:			
2,057.00		11/13/2018	Kennedy & Graven Chartered September Legal Services	31 145141	26118
2,057.00	9	Total for Check Number 26118:			
		11/13/2018	Alexander Kouhi	219	26119
87.50			Election Judge	112018	2011)
87.50		Total for Check Number 26119:			,
		11/13/2018	Lauderdale BP	185	26120
64.26			October Fuel	112018	
64.27 299.90			October Fuel	112018	
			October Fuel	112018	
428.43		Total for Check Number 26120:			
		11/13/2018	Lillie Suburban Newspapers Inc	1	26121
417.25			Election Notices & Ballot	112018	
417.25		Total for Check Number 26121:			
		11/13/2018	Marcia Martinson	220	26122
100.00			Election Judge	112018	
100.00	4	Total for Check Number 26122:			
		ioi 11/13/2018	Metropolitan Area Management Associat	99	26123
25.00	-		Luncheon Meeting - HB	9	
25.00		Total for Check Number 26123:			
		11/13/2018	Metropolitan Council	24	26124
10,846.48			December Waste Water	0001088830	
10,846.48		Total for Check Number 26124:			
		11/13/2018	Tony Mieloch	122	26125
200.00		*	Election Judge	112018	20123
200.00	s s	Total for Check Number 26125:			
, ,		11/13/2018	Minnesota Equipment Inc	18	26126
1,852.74			Tractor Repair	R26560	20120
1,852.74		Total for Check Number 26126:		e .	
		11/13/2018	Municipal/Commercial Sewer Service	228	26127
1,012.50			Emergency Service Call to Jet Plugged Main	8083	20127
1,012.50	· · · · · · · · · · · · · · · · · · ·	Total for Check Number 26127:			
		11/13/2018	North Star Bank Cardmember Services	84	26128
497.55			Halloween Supplies	112018	
497.55		Total for Check Number 26128:			
		11/13/2018	North Suburban Access Corporation	12	26129

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference		Check Amount
	2018-132	3Q18 Webstreaming & Archiving		٥	805.98
			Total for Check Number 26129:	•	805.98
26130	229	LeAnn Olson	11/13/2018		
	112018	Election Judge			125.00
			Total for Check Number 26130:		125.00
26131	75	Petty Cash	11/13/2018		7.70
	112018	Menards - Garage Door Batteries			7.79 8.61
	112018	Walgreens - Pens for Election Park Service Inc - Truck Repair			31.87
	112018 112018	Home Depot - Halloween Supplies			29.65
	112018	Cub Foods - Halloween Food	ě.		17.47
	112018	BP - Halloween Supplies			23.69
	112018	Target - Batteries			15.11
	112018	Staples - Pens for Election			19.31
	112018	Subway - Election Food			25.68
	112018	Nelson Cheese & Deli - Election Food		я	70.12
	9		Total for Check Number 26131:		249.30
26132	5	Premium Waters Inc	11/13/2018		
20132	619861-10-18	October Water Bottles			34.91
			Total for Check Number 26132:	•	34.91
26133	47	Public Employees Insurance Program	11/13/2018		
20133		PR Batch 52200.11.2018 Dental	PR Batch 52200.11.2018 Den		116.10
		PR Batch 52200.11.2018 Health Insurance	PR Batch 52200.11.2018 Heal		2,032.62
			Total for Check Number 26133:		2,148.72
26134	80	Sam's Club	11/13/2018		
2012	112018	Tires for Truck			848.48
			Total for Check Number 26134:		848.48
26135	142	Hans Simons	11/13/2018		
20133	112018	Election Judge			200.00
		•	Total for Check Number 26135:		200.00
26136	81	St Paul Regional Water Service	11/13/2018		
	112018	1885 Fulham St			58.87
	112018	1915 Walnut St			50.29
	112018	1891 Walnut St			69.37
		*	Total for Check Number 26136:		178.53
26137	128	Linda Stowell	11/13/2018		
	112018	Election Judge			100.00
	*		Total for Check Number 26137:		100.00
26138	218	Karen Sundeen	11/13/2018		
20130	112018	Election Judge			87.50
			Total for Check Number 26138:		87.50
26130	90	Verizon Wireless	11/13/2018		
26139	90	Verizon Wireless	11/13/2018		

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	9817497641	October Cell Phone		16.42
	9817497641	October Cell Phone		32.83
	9817497641	October Cell Phone		16.42
			Total for Check Number 26139:	65.67
26140	7	Waste Management Inc	11/13/2018	
	8066194-0500-4	November Public Works		401.63
			Total for Check Number 26140:	401.63
26141	74	Xcel Energy	11/13/2018	
	612604280	1825 Eustis Street		7.05
	613250164	Larpenteur Bridge Lights		39.12
	613252721	2430 Larpenteur Avenue W		20.81
	613612022	Larpenteur Avenue		53.45
	614125020	1891 Walnut Street		105.76
	614125020	1795 Eustis Street		50.00
	614125020	1891 Walnut Street		161.51
	614125020	1795 Eustis Street		45.88
	614136585	October Street Lighting		431.43
3 4			Total for Check Number 26141:	915.01
e)		À	Total for Check Number 20141.	715.01
				00.510.60
			Total for 11/13/2018:	90,518.68
		,	* *	
			Report Total (45 checks):	99,084.33
				-

LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	November 13, 2018
ConsentX Public Hearing	ITEM NUMBER	Tobacco Ordinance Public.
Discussion Action	STAFF INITIAL	<u>-45</u>
Resolution Work Session	APPROVED BY ADM	MINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City's ordinance regarding tobacco, tobacco products, tobacco-related devices, nicotine or lobelia delivery devices, and electronic delivery devices was recently amended. As the ordinance is 9 pages in length, it may be published by title and summary. Staff will publish in the next Roseville Review upon approval of the Consent Agenda.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution No. 111318A—A Resolution Authorizing Publication of Ordinance No. 18-02 by Title and Summary.

CITY OF LAUDERDALE

RESOLUTION NO. 111318A

RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE NO. 18-02 BY TITLE AND SUMMARY

WHEREAS, the city council of the city of Lauderdale has adopted 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; and

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

WHEREAS, the ordinance is nine pages in length; and

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

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Lauderdale that the city administrator-clerk shall cause the following summary of Ordinance No. 18-02 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

On October 23, 2018, the city council of the city of Lauderdale adopted Ordinance No. 18-02 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 ordinance makes it unlawful to sell tobacco, tobacco-related devices, nicotine or lobelia delivery devices, and electronic delivery devices to any person under the age of 21 years. The ordinance also imposes stricter age verification requirements, makes it unlawful to sell electronic delivery device liquid in packaging that is not child-resistant, prohibits the sale of flavored products at certain licensed businesses, and amends the definitions of chapter-specific

terminology. Ordinance No. 18-02 will take effect on February 1, 2019. This public notice is intended only to summarize the ordinance. The full text of the ordinance is available for inspection at Lauderdale city hall during regular business hours and has been posted to the city's website.

Heather Butkowski, City Administrator-Clerk

BE IT FURTHER RESOLVED by the city council of the city of Lauderdale that the city administrator-clerk keep a copy of the ordinance in her office at city hall for public inspection and that she post a full copy of the ordinance in a public place within the city.

Dated: November 13, 2018.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator-Clerk

The motion for the adoption of the foregoing resolution was duly seconded by member and upon vote being taken thereon, the following voted in favor thereof:

And the following voted against same:

Whereupon said resolution was declared duly passed and adopted.

LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	November 13, 2018
Consent X	ITEM NUMBER	3Q18 Investment Report
Public Hearing Discussion		40
Action	STAFF INITIAL	
Resolution	APPROVED BY AD	MINISTRATOR
Work Session		
DESCRIPTION OF ISSUE AND	PAST COUNCIL AC	CTION:
 Following is the Third Quarter Inve	estment Report.	
10110 Wing 10 1110 11110 (11111 1111 1111 1111 1		
OPTIONS:		
·		
STAFF RECOMMENDATION:		
By approving the Consent Agenda ly—October 2018.	, the Council acknowled	dges the investment report for Ju-
		+
COUNCIL ACTION:		

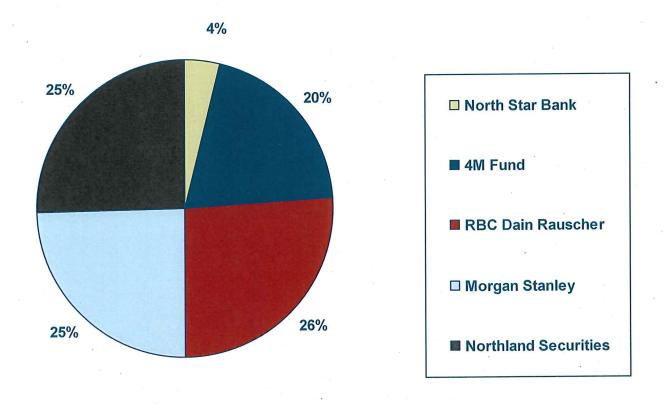


Third Quarter 2018
Investment Report

INVESTMENTS

As of September 30, 2018, the City had the following amounts with official depositories:

TOTAL	\$ 3,252,642
Northland Securities	819,797
Morgan Stanley	806,865
RBC Dain Rauscher	848,000
4M Fund	651,506
North Star Bank	\$ 126,474



DEPOSITORIES AND INVESTMENT TYPES

North Star Bank Checking Account	\$	126,474
4M Fund Joint Powers Investment	\$	651,506
RBC Dain Rauscher Certificates of Deposit	\$	848,000 (6)
Northland Securities Money Market Account Certificates of Deposit		119,797 700,000 (7)
Morgan Stanley Money Market Account Certificates of Deposit	\$ \$	106,865 700,000 (7)

The City's Investment Policy sets some perimeters for investments, such as no more than 60% of the investment portfolio, or \$2,000,000 (whichever is less) shall be invested with any one investment company. No investments shall be made with a term over ten years unless with prior approval from the City Council.

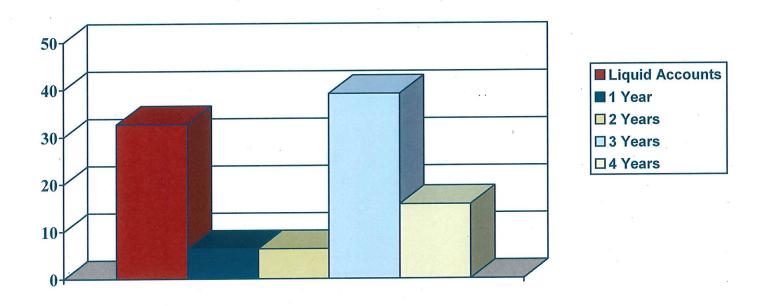
INVESTMENT TERM

Liquid assets are money market accounts.

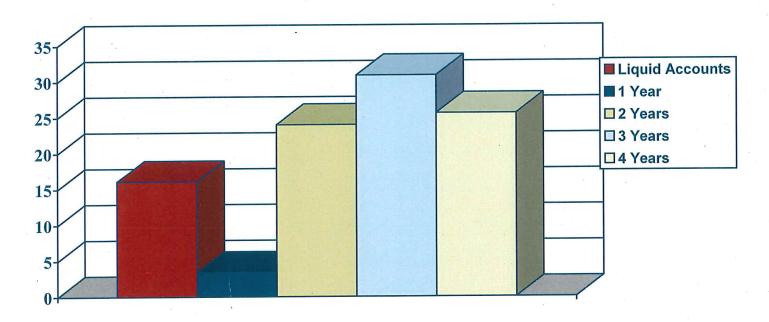
- 1-5 Years are made up of certificate of deposit and US Government Instrumentality Securities.
- 6-10 Years are US Government Instrumentality Securities.
- 11-15 Years are US Government Instrumentality Securities.
- 15+ Years are US Government Instrumentality Securities and bonds.

US Government Instrumentality Securities are financial intermediaries established by the federal government to fund loans to certain groups of borrowers, such as homeowners, farmers and students. Most active issuers are Federal Home Loan Bank, Federal National Mortgage Association (Fannie Mae) and Tennessee Valley Authority. Maturities range from three months to 30 years with fixed interest rates.

2017 Investment Portfolio

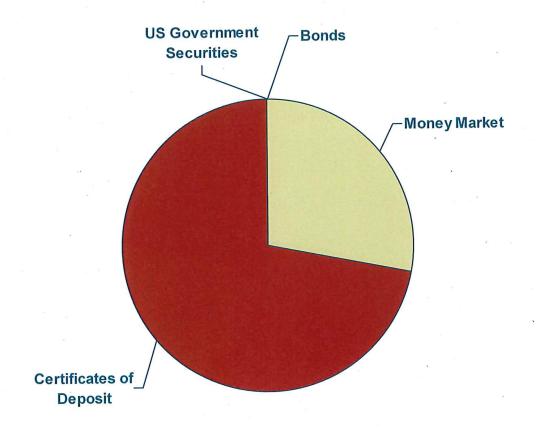


Third Quarter 2018 Investment Portfolio



INVESTMENT TYPES

Money Market	\$ 878,168
Bonds	0
Certificates of Deposit	2,248,000
US Government Securities	0



Investment Schedule

Maturity Date	Type	Interest Rate	Investment Broker	Amount	Bank
6/22/2021	CD	3.00%	Morgan Stanley	\$100,000	Synchrony
3/29/2021	CD	2.95%	RBC	\$100,000	Townebank
1/4/2021	CD	2.00%	Northland	\$100,000	Medallion Bank
9/28/2020	CD	1.95%	Morgan Stanley	\$100,000	Barclay Bank
9/28/2020	CD	2.00%	RBC	\$100,000	Webbank
3/27/2020	CD	1.85%	Northland	\$100,000	Landmark Bank
12/30/2019	CD	1.70%	. Morgan Stanley	\$100,000	Wells Fargo
12/23/2019	CD	2.50%	Northland	\$100,000	Morgan Stanley Bank
10/28/2019	CD	2.00%	RBC	\$200,000	Capital One Glen Allen
10/28/2019	CD	2.00%	RBC	\$200,000	Capital One McLean
9/30/2019	CD -	1.70%	Morgan Stanley	\$100,000	Ally Bank
9/27/2019	CD	1.70%	Morgan Stanley	\$100,000	Discover
9/23/2019	CD	2.45%	RBC	\$100,000	Ben Franklin Bank
8/28/2019	CD	2.35%	Northland	\$100,000	Planters Bank
4/15/2019	CD	1.20%	Northland	\$100,000	Ally Bank
3/4/2019	CD	1.20%	Northland	\$100,000	Key Bank
2/26/2019	CD	1.25%	Northland	\$100,000	BMW Bank
12/21/2018	CD	1.50%	Morgan Stanley	\$100,000	Discover Bank
11/5/2018	CD_{i}	1.65%	RBC	\$148,000	American Express Centurion
11/5/2018	CD	1.50%	Morgan Stanley	\$100,000	Goldman Sacks

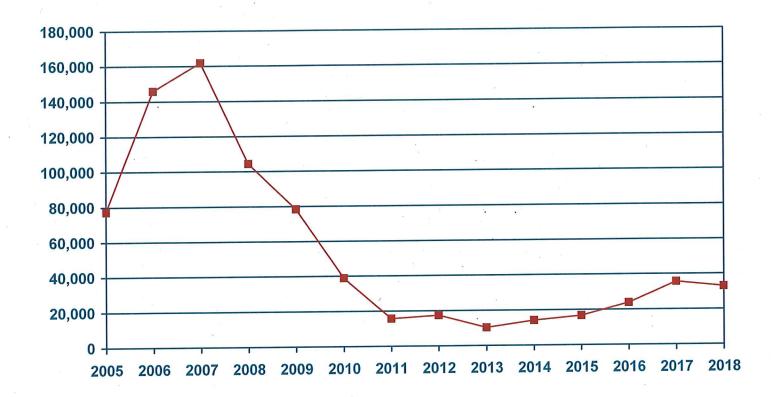
\$2,248,000

No new investments were purchased in the third quarter of 2018.

INTEREST EARNINGS

The following chart shows the interest earnings since 2005 with 2007 being our best year with earnings of \$161,884. Recently, short term interest rates made significant jumps forward while long term rates have stayed flat.

Investment interest through 2017 was \$35,630; the first nine months of 2018 totaled \$32,930.13.



Purchases			V
Purol			
Balance 1/31/2018	7,842.84 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00	11,540.91 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 200,000.00 200,000.00 200,000.00 148,000.00 648,000.00	
Interest/ Dividends	7.52 - 284.11 - - 233.97 525.60	4.4.7 169.86 157.12 - - - - - - - - - - - - - - - - - - -	
Transfers out		2	
Transfers in	518.08	445.88 445.88 169.86 169.86	
Sales	284.11	169.86 145.88 169.86 169.86	A CONTRACTOR OF THE PROPERTY O
Purchases			
Balance 12/31/2017	7,317.24 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00	11,090.56 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 100,000.00 200,000.00 200,000.00 148,000.00 648,000.00	
Purch Date	6/22/2018 9/27/2017 12/30/2016 9/28/2017 12/21/2016 11/4/2015	1/3/2017 9/29/2017 6/21/2018 6/28/2018 4/4/2016 3/21/2016 2/26/2016 3/3/2015 3/3/2015 3/5/2018 9/28/2017 10/28/2015 10/28/2015 10/28/2015 11/4/2015	
Maturity Date	6/22/2021 9/28/2020 12/30/2019 9/30/2019 9/27/2019 12/21/2018 7/2/2018	1/4/2021 3/27/2020 12/23/2019 8/28/2019 3/4/15/2019 3/4/2019 2/26/2019 6/29/2018 3/29/2021 3/29/2021 9/28/2020 10/28/2019 10/28/2019 10/28/2019 10/28/2019	
Approx, Holding in Days	1095 1095 1095 732 730 730 1096 550	1460 900 900 1098 1098 1095 1095 1095 1095 1095 1095 1095	
% Rate	3.000 1.950 1.700 1.700 1.500 1.500	2.000 2.500 2.500 2.350 1.200 1.200 1.200 2.000 2.000 2.000 2.000 2.450 1.650	
CUSIP	87164YWY6 06740KKX4 0 949763DT0 57803 02006L5P4 5649 254673DH6 5649 254673W87 33124 38148JY39 0 949763DR4	58403B-5U-6 51507L-BM-5 61747M-2W-C 77741P-EF-0 02006LZR7 49306SWF9 alt Lake 05580ADV3 0 20033A-TR-7 4812573D5 33124 38148J-MG-3 7447420XC9 4297 140420XC9 78414TAC6 27471 02587DF60	
2018 City of Lauderdale Investments FDIC	Morgan Stanley Inst Gov't Money Market CD Synchrony CD Barclays Bank (March / Sept) CD Wells Fargo (monthly) CD Ally Bank (March/Sept) CD Discover Bank (March / Sept) CD Discover Bank (Une/Dec) CD Goldman Sacks CD Goldman Sacks CD Wells Fargo (monthly) Future purchases	Northland Money Market CD Medallion Bank (Monthly) CD Landmark Community (Mo.) CD Landmark Community (Mo.) CD Landmark Community (Mo.) CD Morgan Stanley Bank CD Planters Bk CD Ally Bank Midvale Utah CD Key Bank CD Rww North American Bank Salt Lake 05580ADV3 CD Sumw Northly) CD JP Morgan (callable quarterly) CD JP Morgan (callable quarterly) CD JP Morgan (callable quarterly) CD Goldman Sacks (Mar/Sept Int 33124 38148J-MG-Future purchases RBC Dain Rauscher Money Market CD Townebank Portsmouth SQ144PBS7 CD Capital One Glen Allen 33954 140420XC9 CD Capital One McLean CD American Express Centurion 27471 02587DF60 Future purchases Future purchases Future purchases Future purchases Future purchases Future purchases	ן סגפן אסססמיוני

1,133.82 1,133.82 169.86 2,126.91 3,195,364.73

TOTAL INVESTMENTS AND CDs.

Transfers Transfers Interest Balance in out Dividends 3/31/2018 Purchases Sales in		2,653.01 - 10.28 10,759.89 - 518.08	966.99 100,000.00		1	843.01 . 100,000.00				2,653.01 - 2,663.29 710,759.89 - 518.08 518.08	214.422.54 - 1,026.44 - 1,026.44	153.42 100,000.00 - 169.86					- 100,000.00	115.07 100,000.00			201,984,38 - 2,077.07 814,422,54 - 1,026,44 1,026.44		153.42	153.42 100,000.00 - 169.86	ī	. 00.000,002	148,000.00	1	153.42 153.42 153.42 648,000.00 - 4,158.90 4,158.90	120,000,00	100,000,000	1	153.42 100,000.00 951.83 805,134.69 - 4,158.90		204,944.23 100,153.42 5,845.61 2,978,317.12 5,703.42 9,862.32
Tr _r Purchases Sales		1	66.996			- 843.01	1			- 2,653.01	06		152.05	1	•	595.07	1	115.07	- 100,320.55 - 100,648.22		- 201,984.38 20		1 1	153.42	ī				153.42		, ,	1 1			204.790.81
Balance 2/28/2018 Pun		8,096.60	100 000 001	100,000.00	100,000.00	100,000,001	100,000.00	100,000.00	000000	708,096.60	17 17 17 17 17 17 17 17 17 17 17 17 17 1	12,345.47	100,000,00	,	1	100,000.00	100,000,00	100,000.00	100,000.00		812,345.47	-		100,000.00	200,000.00	200,000.00	- 448 000 00	00000	648,000.00	166,275.50	737,753.94	1 1	904 029 44	11.020,100	3 072 471 51
Interest/ Dividends		7.46	1 1	135.07	1	1	1	, 77	27.	253.76		4.30	00.60		•	ı	630 14	; '	1 1		804.56			169.86	•	1	•	, ,	169.86	139.83	738.77	1 1	78 80	00.070	2 106 78
Transfers out	÷	1	•			1	ı	r	ı			,	1 :			r	, ,		1 1				169.86	1 1	•	ť	1		169.86	1	125,000.00	1 1	000	1.25,000.00	42E 4E9 8E
Transfers in		246.30	í	, ,	. ,		,	1	1	246.30		800.00		, ,		1	1		r	ı	800.00		169.86		ı	t		, ,	169 86	169.86	1	, ,	0	169.80	4 206 02
Tr			ı	135.07	5	ı	ī	1 .	111.23	246.30		1	169.86	i i	ī	ı	1 000	530. 1	t	ı	800.00		1	189.86)	1	1	1 1	200		ı				0707

6/30/2018 Purchases Sales	1		,					1	100,000.00	803,135.55 - 100,410.69	*	16.766.63	100,000.00	ı	1	100,000.00 - 193.15	100,000,000		100,000.00	' '	•		816,766.63 - 100,785.60		1	100,000.00			200,000.00		t	848 000 00 - 164.38		50,256.34	.1	1	000000	448,322.00
Interest/ Dividends 6	 30.46	,	ı	1	1	1	747.95	1		 778.41		136.92	169.86	,	t	ı	1		1				306.78			ı	169.86	1		, ,	•	80 80		86.48	00.0	1	()	7.26.36
Transfers If out Di	•	1	1	1	•	1	,	1	1			ı		,		1	1	ı		t			i		169.86		,		t		1	200	20.5	200,000.00		,	1	317,542.65
Transfers T	90,747.95	ı	ı	•	•			1		90,747.95		160 86	2 1	1	•		,	1	•	1			169.86		169.86	ı	•		1		1	900	00.00	177,712.51	, 1	ı		177,712.51
Sales	100,000.00	1	•	1	•	1	747.95	ı		100,747.95		000000	169.86)	ı	ı	ī	1		r			200,169.86		,	,	169.86	i	ı		,	000	00.601	•	1 1			**
Purchases	1	100,000.00		•	1	1			1	100,000,001					100.000.00	100,000,00	,		•	1			200,000.00		1	100 000 00		1	1	100,000,00	1		700,000.00	•	1			1
Balance 5/31/2018	12,357.14	•	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	712,357.14	,	1	400 000 00	100,000,00)		100.000.00	100,000.00	100,000.00	100,000.00	(0.00)	(20:0)	816,459.85				100,000.00	200,000.00	200,000.00	- 00 000 877	146,000.00	6	648,000.00	72,457.35	514,938.31			587,395.66
Interest/ Dividends	16.59		ı'	139.73		1	•	793.42	115.07	 1,064.81			161.98	200.70	10.00				ı	226.30	ı	,	851.70			'	164.38		,		1,410.90		1,3/5.34	128.44	714.68	ι τ		843.12
Transfers out	,	1	,	1	•			1		,				• , •		ı .l	. 1	•	1	•	1	I	ı		0	1,575.54		•	•	•	r i		1,375.34	100,000.00	1	1 1		100,000.00
Transfers in	1 048 22	1	,	•	1	ı	,	. 1		1,048.22			707.52	ī	•	ı		1	ı	ī		1	707.52	10::0		1,3/5.34		t	ī	•		ı	1,375.34	1,375.34	•	. 1		1,375.34
Sales	1	1	,	139.73) 			793.42	115.07	1.048.22			,	164.38	308.17	1	. :		•	233.97	•		707 52	40:101		ı	- 787	2	•		1,210.96	i	1,375.34	i	•	1		1
Purchases			ı				•	T 1		1			1	1	'	1	•	1 1		1	•			1		,					1	1	-	1	1	1	1	1
Balance 4/30/2018	2000	66.262,11	400 000 00	100,000,001	100,000,001	000000	100,000.00	100,000.00	100,000,00	711 292 33	20:30		215,590.35	100,000.00	100,010.13		- 000	100,000.00	100,000.00	100,007.67	(0.00)	(0.00)		61.0000,13		•.	- 000 007	200,000.00	200,000.00	1	148,000.00	ı	648,000.00	170,953.57	514,223.63	•	•	685,177.20

Interest/ Dividends	162.48	856.99 856.99	2,859.47	113.28 169.86 -	604.93	i i i	888.07	169.86		169.86	360.25 601.70 -	961.95
Transfers out I	1 t 1 t	1 1 1 1 1	I II	1 1 1 1	, , , , ,	1 1 1	1	1 1 1		1	1 1 1 1	1
Transfers in	2,696.99	1 1 1 1 1	2,696.99	774.79		1 1 1,	774.79	3 1 1 1	1 1 1 1 1	1	169.86	166
Sales	983.01	856.99 856.99	2,696.99	169.86	604.93	1 1 1	774.79	- 169.86		169.86	, , , ,	
Purchases	1 1 1 1	1 1 1 1 1	1	1 1 1	1 1 1	1 1 1	1	1 1 1	r 1 1 1 1	•		1
Balance 8/31/2018 F	104,005.19 100,000.00 100,000.00 100,000.00	100,000.00 100,000.00 100,000.00 100,000.00	804,005.19	118,909.32 100,000.00 100,000.00	100,000.00 100,000.00 100,000.00 100,000.00	0.00 (0.00) (0.00)	818,909.32	100,000.00	200,000.00 200,000.00 100,000.00 148,000.00	848,000.00	251,100.08 399,274.01	650,374.09
Interest/ Dividends	161.34	1 1 3 1 1	305.72	108.71 169.86 157.12	199.59	1 1 1	1,255.14	169.86	1 1 1 1 1	169.86	363.60	970
Transfers out D	1 1 1 1	1 1 1 1 1	1	1 1 1 1	t 1 1 1	i 3 I	1.	169.86	1 1 1 1 1	169.86	1 1 1	. '
Transfers T in	144.38	1 1 1 1	144.38	1,146.43	1 1 3 1	1 1 1	1,146.43	169.86	1 1 1 1 1	169.86	169.86	169.86
Sales	, , , 44 , , , , 48 , 60 , 60		144.38	- 169.86 157.12	199.59	1 1 1	1,146.43		1 1 1 1	169.86	1 1 1	ı ı
Purchases			ı		1 1 1 1	1 1 1	1				1 1 1	
Balance 7/31/2018 F	103,699.47 100,000.00 100,000.00	100,000.00 100,000.00 100,000.00 100,000.00 (0.00)	803,699.47	117,654.18 100,000.00 100,000.00	100,000.00	0.00 (0.00) (0.00)	817,654.18	100,000.00	200,000.00 200,000.00 100,000.00 148,000.00	848,000.00	250,566.62 398,667.60 -	649,234.22
Interest/ Dividends	153.23	284.11	563.92	101.95 164.38 309.17	193.15	118.90	887.55	164 38		164.38	145.90	747.76
Transfers out			9	y (t - t - 1	1 1 1 1		-	164.38		164.38	1 1 1	1 1
Transfers T in	100,410.69		100,410.69	100,785.60		, , , , , , , , , , , , , , , , , , ,	100,785.60	164.38	1 1 1 1 1	164.38	200,164.38	200,164.38

																																			п							II	г	7
Sales		1	ı	1	1			1	1	1				ı	F		1	1	ı 1		1	•	1		1		1	•		ı	1	1	1		•		ı	ı		1	1		1	
Purchases		•	•		1	1	1	1	,	ı				•	1	•	1	ı	ı 1	. 1	1		1				1	ı		. 1	1	1	. 1		1		ı	•	1	ı	ı		•	
		99.	9 9	00	0	0.	00.	00.	00.	(0.00)		1 66		7.39	00.0	0.00	0.00	0.00	00.0	00.00	00.0	(0.00)	0.00)		7.39			00.0	0.0	00.00	00.00	00.00	•		00.00		30.19	75.71		r	05.90		27 95	66.70
Balance 11/30/2018		106,864.66	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	٣		806 864.66	20,000	119,797.39	100,000.00	100,000.00	100,000.00	100,000.00	100,000.00	100,000,00	2	_	_		819,797.39		 	100,000.00	100,000.00	200,000.00	100.00	148,000.00			848,000.00		251,630.19	399,875.71			651,505.90		2 426 467 95	3,120,1
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	Investments as of 9/30/18		
	By Broker	%	Amount
_	Smith Barney	25.8%	806,864.66
	Northband	26.2%	819,797.39
		27.1%	848,000.00
	Vouga A Gen	%0.0	00.0
	AM Find	20.8%	651,505.90
_	Total	100.0%	3,126,167.95

	Investments as of 9/30/18		-
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	100000000000000000000000000000000000000	28.1%	878,167,95
	Woney walker		0
_	Fed Agency	%0.0	0.00
	Commercial Paper	%0.0	0.00
	Tean	%0.0	0.00
	Certificate of Deposit	71.9%	2,248,000.00
П-	Total	100.0%	3,126,167.95
	Investments as of 9/30/18		
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	A years and ower	23.9%	748,000.00
_	No fime limit	28.1%	878,167.95
	Total	100.0%	3,126,167.95
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Interest/ Dividends				
Transfers out	1 1 1			
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ACTION REG	QUESTED	LAUDERDALE COUNCIL
Consent Special		MEETING DATE November 13, 2018 ITEM NUMBER Front Yard Fence Request
Public Hearing Report Discussion/Action		ITEM NUMBER Front Yard Fence Request STAFF INITIAL Jim
Resolution Work session		APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Leo Sharkey and his son Paul Sharkey, 1856 Eustis Street, have applied for a fence permit.

Council Approval Required: The portion of fence proposed for the front yard requires council approval.

Details of Proposal: The entire fence, including the front yard portion, is proposed to be a 6 feet tall, wood privacy fence.

Setback Distances: The fence is proposed to be 1 foot from the south side property line, 1-1.5 feet from the north side property line, and 1 foot from the front property line (adjacent to Eustis Street). The distance from Eustis Street is 12 feet. These distances comply with the setback requirements for fences.

Staff Review: The application appears to comply with all city regulations.

Potential Conditions: Conditions would need to relate to the front yard portion of the fence only. Possible conditions, if the council wished to consider them, include: regulating the setback distance, regulating the fence height, requiring vegetation, or requiring a non-privacy design (fifty percent or less of the fence area is of a solid substance).

Other Examples: Attached are pictures of other front yards in Lauderdale entirely enclosed with fences.

Enclosures: Application, site plan, and Certificate of Survey.

OPTIONS:

- 1) Approve the front yard fence request as presented.
- 2) Deny the front yard fence request as presented.
- 3) Approve the front yard fence request with conditions, as deemed appropriate.

STAFF RECOMMENDATION:

Consider approval of the front yard fence request for 1856 Eustis Street per the site plan, with conditions as deemed appropriate.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street, Lauderdale, Minnesota 55113
Telephone: (651) 792-7650 Fax: (651) 631-2066
DRIVEWAY, PARKING PAD, FENCE, SIDEWALK, RETAINING WALL
& SWIMMING POOL PERMIT APPLICATION \$50.00

	<u>rkey</u>		
Address: 1856 Eustis	St. La	<u>uderdale</u>	, MN 55113
Street Home Telephone: 612 - 202 :	City -7041	State Work Telepho	one: Ravi, 5 Kabi
Contractor Name: NA			
Contractor Name: 1111			
Address:Street	City	State	Zip code
Business Telephone:		Fax:	
A STORY AND A STOR			
Type of Construction	SERVICE AND SELECTION OF THE PERSON OF THE PERSON	Please check propriate box	Attach Description of Request (attach site drawing, including
Driveway Parking Pad			location of property lines)
Fence (6' height & under)* Sidewalk in public right-of-way		X	
Retaining Wall (4' height & und Swimming Pool	ler)		
	.,		1 .1 .11 La
Lunderstand and hereby agree	that the w	ork for which th	ie permit is issued snaii de
performed according to the follo	wing: 1) T	he conditions of	the permit; 2) The approved
performed according to the folloplans and specifications; 3) The State Building Code. I also unde	wing: 1) Tapplication erstand that	he conditions of City approvals, o I am responsible	rdinances, and codes; 4) The for ensuring that all required
performed according to the follo plans and specifications; 3) The State Building Code. I also unde inspections are requested in conf	wing: 1) Tapplication erstand that ormance w	he conditions of City approvals, of I am responsible ith the State Build	rdinances, and codes; 4) The for ensuring that all required ding Code.
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inspections are requested in confinant paul Sharkey	paying: 1) Tapplication erstand that formance we have a second or print Application or Driveway for Fence?	The conditions of City approvals, of I am responsible ith the State Build Sharkey icant Name Record	the permit; 2) The approved redinances, and codes; 4) The for ensuring that all required ding Code. TO/14/18 Date Secipt No. 14074 So, date of approval

^{*} Deadline for Fence Permits needing City Council approval is ten (10) days before the next regular City Council meeting

Lauderdale\DeputyClerk\Permits & License\Driveway permit.doc

Notes

Legend

City Halls Schools Hospitals

■ 4 5 @ D ₩

Police Stations Fire Stations

Recreational Centers

Parcel Boundaries Parcel Points

Eustis Street



Side A: 4.55' Off of the Side Of the house which will put the approximately I' off the property line.

Side C. " Offset 10' from the side of the house which will put Side C." off the property line. Side B: Offset 2' from back of cult

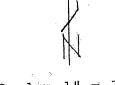
Material: Wood Privacy

Certificate of Survey

C. R. WINDEN & ASSOCIATES, INC. 1381 EUSTIS ST., ST. PAUL, MINN. 55108

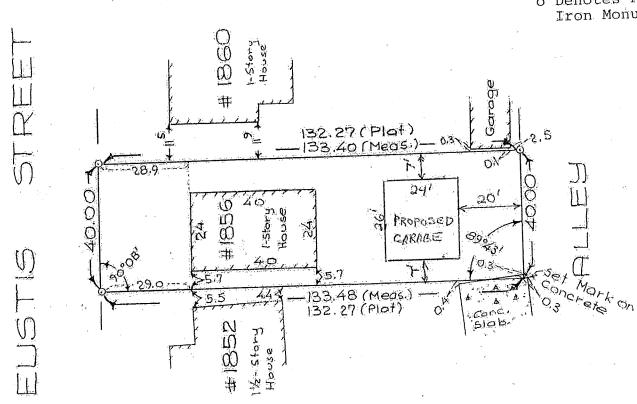
FOR: MARY LOU SIMON

1856 605715



Scale: 1'' = 30'

o Denotes Found Iron Monument



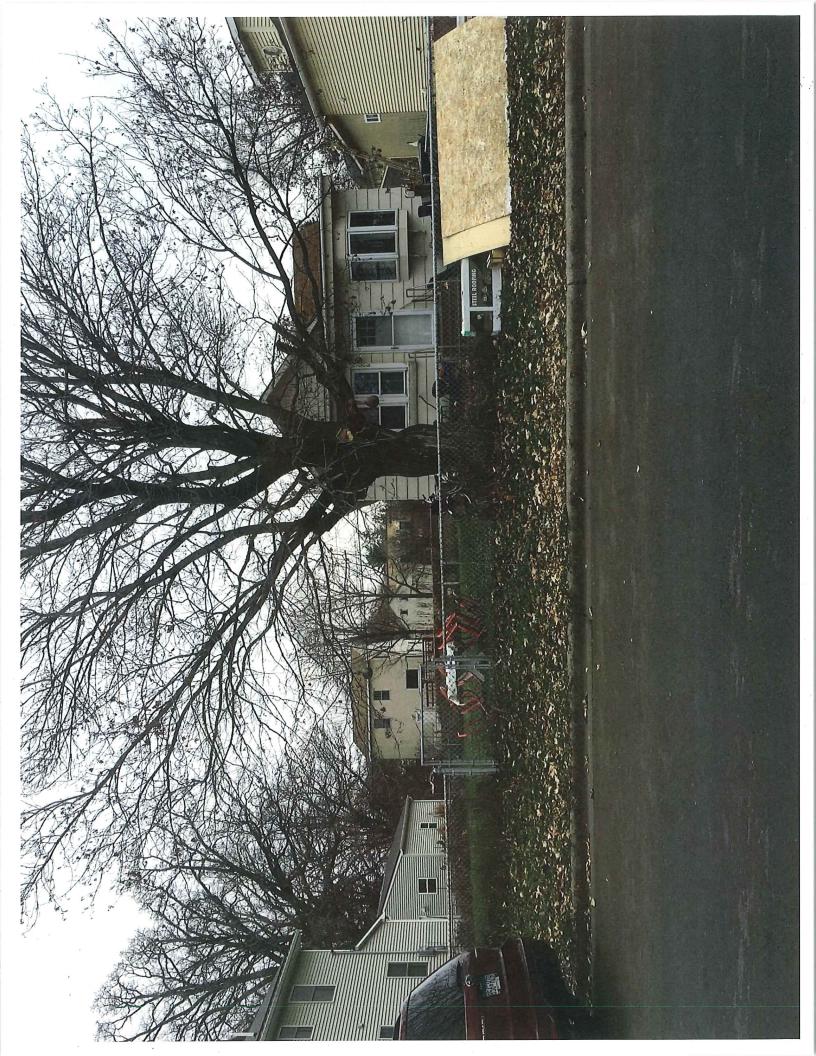
Lot 29, Block 4, ROSE HILL ADDITION, Ramsey County, Minnesota

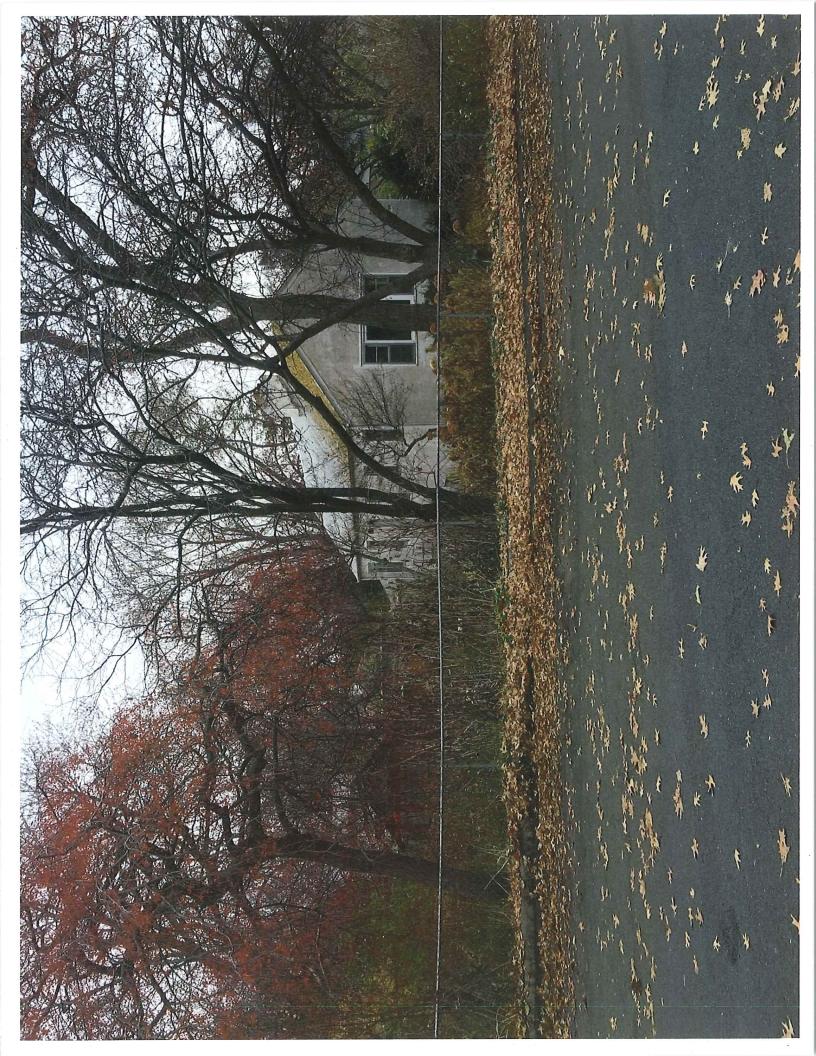
WE HEREBY CERTIFY THAT THIS IS A TRUE AND CORRECT REPRESENTATION OF A SURVEY OF THE BOUNDARIES OF THE LAND ABOVE DESCRIBED AND OF THE LOCATION OF ALL BUILDINGS, IF ANY, THEREON, AND ALL VISIBLE ENCROACHMENTS, IF ANY, FROM OR ON SAID LAND.

Dated this 19th day of February A.D. 1985

C. R. WINDEN & ASSOCIATES, INC.

Surveyor, Minnesota Registration No. 7726

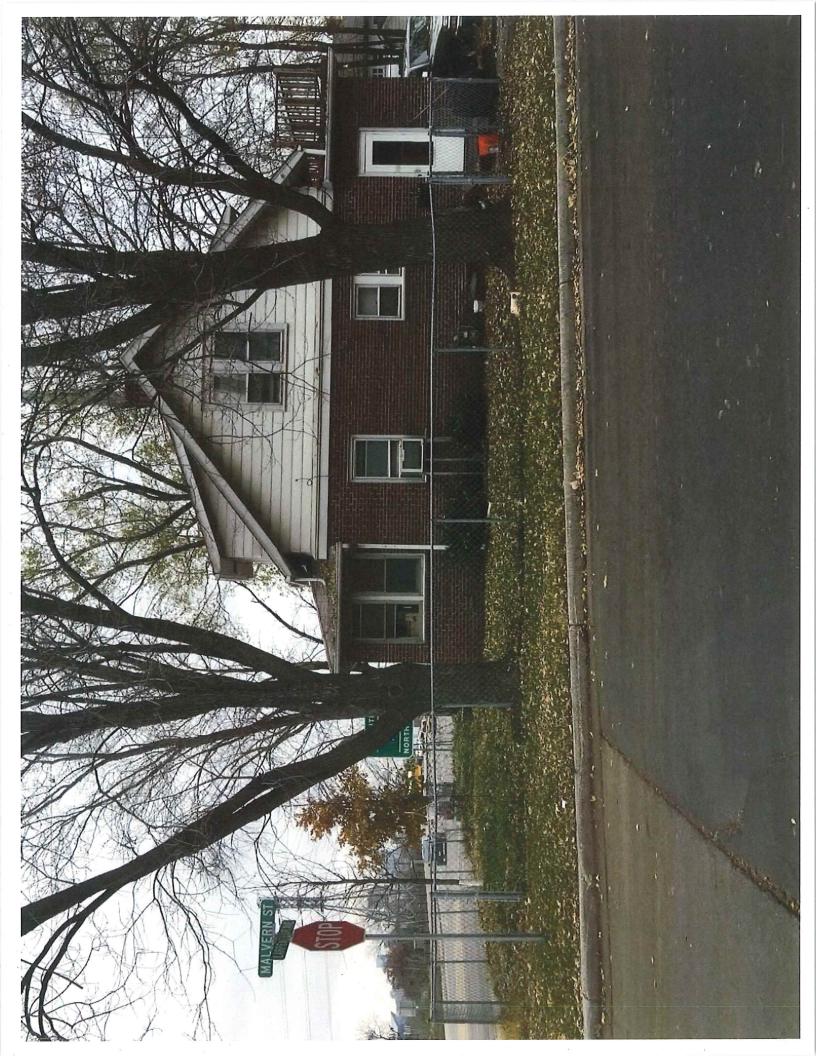








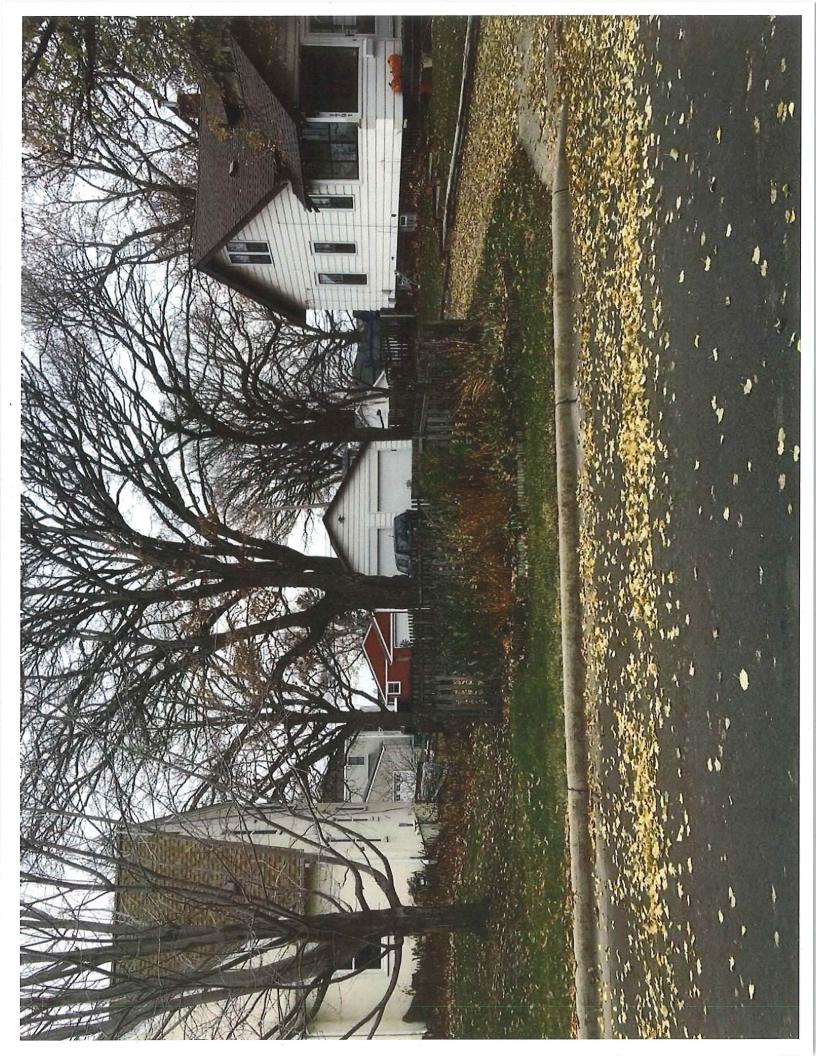


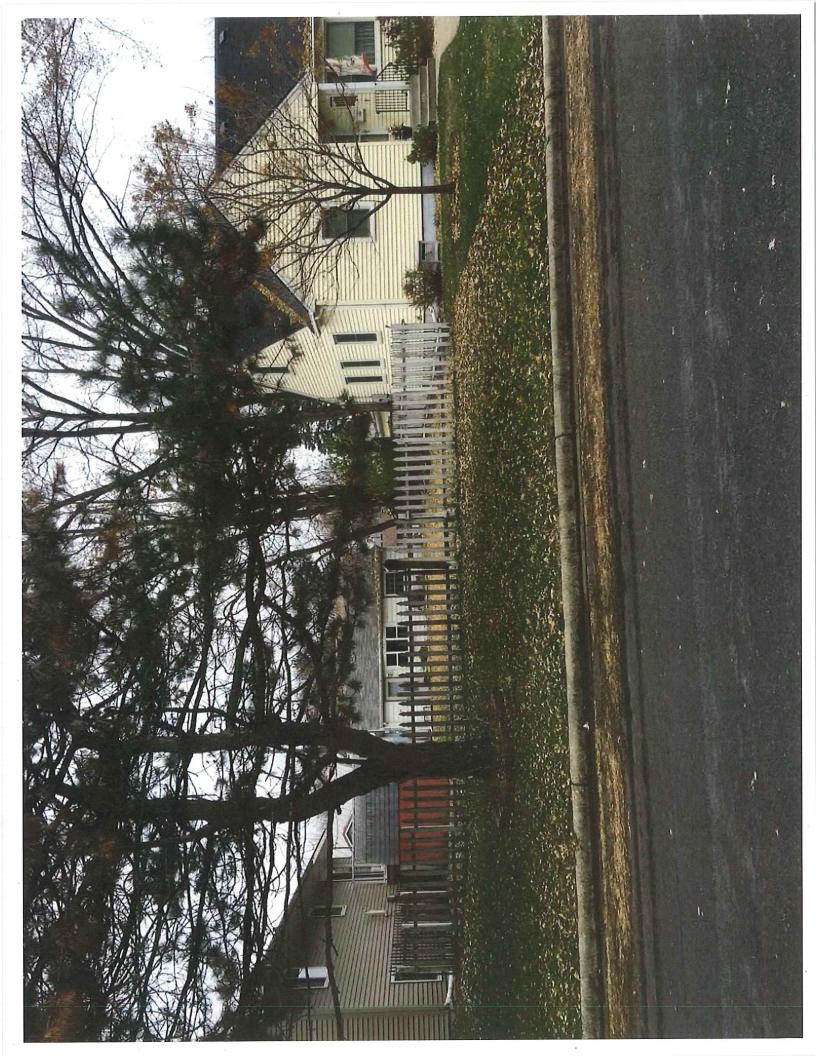


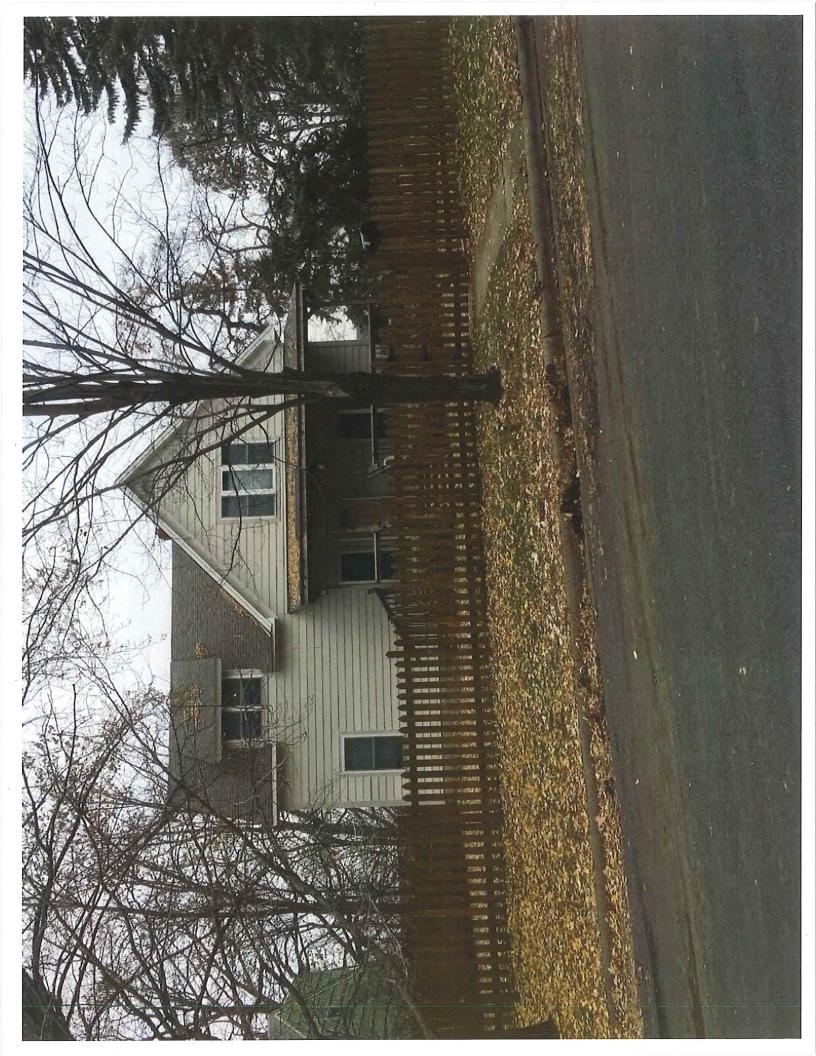














CHAPTER 7

FENCES AND RETAINING WALLS

SECTION:

9-7-1: Definitions

9-7-2: Scope

9-7-3: Permits

9-7-4: Regulations

9-7-5: Boundary Fence Materials

9-7-6: Variance

9-7-7: Conformance

9-7-8: Penalty

9-7-1: DEFINITIONS:

Boundary Fence: A fence parallel to the property line.

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

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

Retaining Wall: A structure constructed to hold back or support an earthen bank.

9-7-2: SCOPE:

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

9-7-3: PERMITS:

- A. Residential Properties: The construction of fences over six feet above grade are not allowed. The construction of fences six feet above grade or less shall require a fence permit.
- B. Commercial And Industrial Properties: Fences in commercial and industrial areas may be erected to a height of six feet plus two feet for a security (barbed wire or other) arm. The construction of fences six feet above grade or less require a

fence permit unless otherwise required by the state building code.

- C. Fence or building permits are required for fence modifications that expand the length or height of an existing fence on any property.
- D. Fence permits are required for all boundary fences.
- E. Permits are not required for maintenance which includes: painting; replacing up to one section not exceeding eight feet in length; and replacing up to two posts in any calendar year. Maintenance does not include increasing the height of the fence.
- F. Permits are not required for non-boundary fences that do not exceed three feet in height and are secured by posts no deeper than six inches into the ground.

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

9-7-4: REGULATIONS:

- A. Maintenance: All fences and retaining walls shall be regularly maintained and kept in good repair. Vegetation surrounding the fence or retaining wall shall be trimmed and well maintained.
- B. Setback: In the event a fence or retaining wall is adjacent to and parallel with the front lot line (or side lot line on the street side of a corner lot), such fence or retaining wall shall be set back at least one foot from the street right of way or property line. In the event a fence or retaining wall is adjacent to and parallel with a platted alley, such fence or retaining wall shall be set back at least two feet from the alley right of way or property line.
- C. Face of Fences: That side of the fence considered to be the face (finished side as opposed to structural supports) shall face abutting property.
- D. Public Rights Of Way: No fences or retaining walls shall be permitted on public rights of way without approval of the City Council.
- E. Abutment To Property Lines: Fences and retaining walls may be permitted along property lines subject to the following:

- 1. Physical Damages: Fences and retaining walls may abut property lines provided no physical damages of any kind results to abutting property.
- 2. Certificate Of Survey: Where the property line is not clearly defined, a certificate of survey may be required by the Building Official or Zoning Administrator to establish the property line.
- 3. Front Setback Area: No fence or retaining wall along or within the front setback area shall be permitted without the approval of the City Council.
- 4. Adjusting for Contours and Grade: At no point may fence panels exceed six feet in height nor shall fence posts exceed six and one-half feet in height from grade.

9-7-5: BOUNDARY FENCE MATERIALS:

- A. Privacy fences shall be made from wood, vinyl, or composite material designed for fence applications. Privacy fences in residential areas shall not be made from chain link or metal fencing with slats.
- B. All other fences shall be made from wood; vinyl; decorative steel, aluminum, or wrought iron; or chain link designed for fence applications.
- C. Materials that may not be used include garden and utility fencing or fabric. These materials are commonly referred to as snow or safety fencing; chicken wire; poultry fencing; hardware cloth; lawn fencing; and lattice.

9-7-6: VARIANCE:

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

9-7-7: CONFORMANCE

Nothing herein is intended or shall be deemed to make legal or conforming any fence constructed prior to April 19, 2016 which

was not constructed in full compliance with the terms of the ordinance then in effect.

9-7-8: PENALTY:

Violations of this Chapter shall constitute a misdemeanor. Each day that a violation remains shall constitute a separate offense.

The City may also take additional enforcement action it finds appropriate. In case any fence or retaining wall is, or is proposed to be, erected, constructed, reconstructed, altered, maintained, or used in violation of this Chapter, the City Council may institute in the name of the City any appropriate action or proceeding to prevent, restrain, correct, or abate such fence, structure, or retaining wall constituting a violation.

Adopted by the Lauderdale City Council the $12^{\rm th}$ day of April, 2016. Published in the Roseville Review the $19^{\rm th}$ day of April, 2016.

LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	November 13, 2018
Consent	ITEM NUMBER	Eustis / Roselawn
Public Hearing Discussion X	TIEM NOMBER	DOG a
DiscussionX Action	STAFF INITIAL	479/
Resolution	APPROVED BY AD	MINISTRATOR
Work Session	ATROVEDETAL	MINISTRATION
DESCRIPTION OF ISSUE AND	PAST COUNCIL AC	TION:
At the last meeting, the City Counci jurisdictional transfer of Eustis Street	et and Roselawn Aven	ue. This meeting provides an op-
portunity to discuss the feedback an	d provide guidance to	staff.
Three agreements would be required	d to move ahead with t	he transfer knowing all funding
partners are in agreement. These dr		
1. Ramsey County Cooperative Ag	reement with the City	of Lauderdale. This agreement
would transfer jurisdictional con	trol of Eustis Street ar	nd Roselawn Avenue to Lauder-
dale for the agreed upon amount	The city attorney ha	s reviewed this document.
2. Cooperative Agreement between		g for Roselawn Avenue would be
remitted to Lauderdale. In exch.	ange, Lauderdale will	improve Roseville's portion of
Roselawn Avenue when the City viewed this document.	y completes its project	. The city attorney has not re-
	t between Board of W	ater Commissioners of the City of
Saint Paul and the City of Laude	erdale. This agreemen	t would allow the City to hire its
		nain on Eustis Street with St. Paul
derstanding" would be drafted to	identify the additions	ailed "Cooperative Cost Share Un- al costs they have agreed to cover
beyond the water main installati	on. The city attorney	has not reviewed this document.
OPTIONS:		
STAFF RECOMMENDATION:		
	·	

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:	
-	Heather Butkowski, City Clerk-Administrator	VA.0.4.110.110.110.110.110.110.110.110.110	

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

COOPERATIVE AGREEMENT BETWEEN THE CITIES OF LAUDERDALE AND ROSEVILLE

This Agreement ("Agreement") is between the city of Lauderdale, a Minnesota municipal corporation ("Lauderdale") and the city of Roseville, a Minnesota municipal corporation ("Roseville") for the sharing of revenue upon the transfer of jurisdiction from Ramsey County to Lauderdale and Roseville of 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).

AGREEMENTS

- 1. In separate agreements with Ramsey County, Lauderdale and Roseville have agreed that Roselawn Avenue, as described above and located within the city limits of Lauderdale and Roseville, shall become the jurisdiction of the cities.
- 2. Ramsey County agreed to pay Lauderdale and Roseville a lump sum of \$320,000.00 in consideration of the transfer of jurisdiction of Roselawn Avenue.
- 3. Upon the transfer of jurisdiction in accordance with the separate agreements, Lauderdale and Roseville 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. Lauderdale and Roseville agree to apply Ramsey County's funding to a resurfacing project that will encompass Lauderdale and Roseville's portions of Roselawn Avenue. Lauderdale will lead the project which is expected to happen in 2019.
- 5. To facilitate the resurfacing of Roseville's portion of Roselawn Avenue, Roseville requested that Ramsey County allocate any portion of the lump sum funding due to them to Lauderdale.
- 6. Lauderdale and Roseville 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 Lauderdale or Roseville of any statutory or common law immunities, limits, or exceptions on liability.
- 7. 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, MINNESO1A	
By:	Date:
By: Mary Gaasch, Mayor	
By: Heather Butkowski, City Clerk-Adm	Date:inistrator
CITY OF ROSEVILLE, MINNESOTA	
By: Dan Roe, Mayor	Date:
By:Pat Trudgeon, City Manager	Date:

Agreement	#	

AMENDMENT NO. 2 to AGREEMENT BETWEEN

BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL and THE CITY OF LAUDERDALE

This **AMENDMENT NO. 2 TO AGREEMENT** entered into this 13th day of November 2018, by and between the **BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL**, a municipal corporation of the State of Minnesota, d/b/a Saint Paul Regional Water Services (the "Board"), and the **CITY OF LAUDERDALE**, a municipal corporation of the State of Minnesota ("Lauderdale").

WITNESSETH:

WHEREAS, Lauderdale and the Board entered into an agreement dated December 10, 1997 for the provision of water service by the Board to properties within Lauderdale (the "Agreement"); and

WHEREAS, Article XV of the Agreement allows for amendments to the original agreement, and

WHEREAS, to provide the greatest efficiency and to minimize traffic disruptions and replacement costs, the parties desire that the Board whenever possible perform water main replacement and/or other water system repair work in conjunction with Lauderdale street paving projects.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties mutually agree to amend the Agreement in the manner described below.

1. The following is hereby added to Section 1 of the Agreement:

When it is possible to coordinate Board water facility work with a Lauderdale street paving project, it is mutually agreed:

- a) Lauderdale and Board shall negotiate a Cooperative Cost Share Understanding (the "Understanding") which shall define the work responsibilities and cost obligations of both parties.
- b) The Understanding shall be approved by Saint Paul Regional Water Services General Manager on behalf of the Board.

c) The Understanding shall be approved by Lauderdale City Council on behalf of Lauderdale.

Upon completion of work, or periodically during construction, an itemized invoice of charges for the work defined in the Understanding shall be transmitted to the other party. Payment shall be issued within 30 days following review and approval of the charges.

2. Except as modified herein, the terms of the Agreement shall remain in full force and effect.

[Remainder of page is left intentionally blank]

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to Agreement to be executed as of the day and year first above written.

Approved:	BOARD OF WATER COMMISSIONERS OF THE CITY OF SAINT PAUL
Stephen P. Schneider, General Manager	By Matt Anfang, President
Approved as to Form:	By Mollie Gagnelius, Secretary
Assistant City Attorney	By Todd Hurley, Director Office of Financial Services
	CITY OF LAUDERDALE
	By Mary Gaasch, Mayor
	By Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date November 13, 2018
Consent Public Hearing	ITEM NUMBER 2019 Fund Budgets
Discussion X	STAFF INITIAL
Action Resolution	V
Work Session	APPROVED BY ADMINISTRATOR
DESCRIPTION OF ISSUE AND	PAST COUNCIL ACTION:
Staff has been working on the fund leader sewer utilities. As there are many many in greater detail during the meeting.	budgets and possible rate increases for recycling and the noving parts with recycling scenarios, staff will discuss
for 2019 will not be adjusted. Staff balance. As the sewer funds have no nance, staff anticipated transferring	council Environmental Services staff. The proposed rate recommend paying for much of this increase with fund of contributed to vehicle purchase or building maintedollars this year from those funds to the General Capital wever, staff may adjust this plan based on the waterwa-
Staff will continue to refine these nubudgets and rates at the December 1	numbers for the November meetings with adoption of all 1 city council meeting.
·	
STAFF RECOMMENDATION:	
:	•

Sanitary Sewer, Storm Water and Recycling Rate Study



Key Findings

Annually, the City of Lauderdale establishes rates for sanitary sewer, storm water and recycling collection. Staff has completed the review and determined that:

- A 5.0% increase is proposed for the sanitary sewer residential and commercial charges.
- A 7.1% increase is proposed for the storm water charges.
- An 84.9% increase is proposed for the recycling collection charges.

Goals of a Utility Rate Study

The purpose of the rate study is to ensure that:

- 1. Rates are sufficient to pay for the ongoing operations and capital improvements, and to maintain adequate cash balances.
- 2. Staff and Council revisit cash balance policies to ensure they are meeting their enterprise system's current and future needs.
- 3. The rate structure distributes the costs of operating the system across utility users consistent with the policy objectives of the Council.

Sanitary Sewer Utility

The Metropolitan Council adopted a Metropolitan Wastewater Charge for 2019 of \$227 million, an increase of 3.5% over 2018. The City's share is \$160,918, which is \$30,761 more than 2018. As staff shared with the City Council, the Metropolitan Council detected an increase in flow in the unmetered portion of the City in the fourth quarter of 2016 and we are just now finding out. The flow rates of normalized but they feel there is no basis upon which to reduce this fee.

Sanitary Sewer Capital Improvements

The 2019-2028 Capital Improvement Plan (CIP) does not anticipate a capital improvement project in 2019 after completing additional sewer lining in 2018. The sanitary sewer fund has not contributed to the purchase of the equipment used to support the sewer system such as sewer jetters and trucks in the past. Staff propose transferring \$40,000 in 2019 to the 401 General Capital Improvement Fund.

Target Cash Reserves - Sanitary Sewer Funds

Adequate cash reserves are needed to accommodate cash flow needs, invest in sewer replacement projects, and save for future capital projects. The City Council established a goal of setting aside half the depreciation expense or approximately \$20,000 each year to grow the cash reserve for sewer repair and replacement. Due to the unusual increase in the Metropolitan Council wastewater charge, staff propose not budgeting for that in 2019 to help even out the rate increase needed to support the fund.

Preliminarily, staff is proposing a 5.0% increase to the sanitary sewer rate in recognition of the increased wastewater charge. This rate increase will offset the wastewater charge increase by \$13,615 leaving the sanitary sewer fund balance to absorb \$18,009 in additional costs. The annualized cost to homeowners is \$11.00.

Quarterly Sanitary Sewer Rate History

Sewer Rates	2015	2016	2017	2018	2019
Residential Residential	\$50.26	\$52.77	\$54.09	\$55.01	\$57.76
Base Charge Commercial	\$2.48	\$2.60	\$2.67	\$2.72	\$2.86
Flow Charge % Increase	3%	5%	2.5%	1.7%	5.0%

Sanitary Sewer Availability Charge

The Metropolitan Council did not increase the base metropolitan sewer availability charge (SAC) for 2018. The SAC rate will be \$2,485 for metropolitan customer communities. The rate is the same as 2017 and 2018.

Pursuant to Minnesota Statute 473.517, subd. 3, a metropolitan SAC is paid by our community to the Metropolitan Council as users connect to the metropolitan wastewater system for the first time or as a user's maximum demand for sewer capacity increases. These fees are for the availability of capacity, not the actual use or flow in the metropolitan system as demanded by development or changes in use on specific properties within our community. Lauderdale may adopt a different SAC rate that would include the Metropolitan Council amount plus additional funds for the City. Historically, Lauderdale has used the Metropolitan Council rate.

Storm Water Utility

The Storm Water Utility pays for the infrastructure and maintenance that improves the quality of storm water run-off. The City has been working with the area watershed districts on future projects to curb the City's contribution to pollution in the Mississippi River.

Lauderdale's ordinance established a system for billing using Residential Equivalency Factor (REF). A single family residential property is considered to be one REF and pays the base fee adopted by the Council. The other developed property were individually assigned a certain number of REF's based on property size, impervious surface, and calculated storm water run-off. A property receives a credit if it has a storm water retention pond on-site. Since Lauderdale is considered developed, the City only anticipates an increase in the number of REF's when redevelopment occurs.

Storm Sewer Capital Improvements

The 2019 Capital Improvement Plan shows spending resources on invasive species management, especially Japanese Knotweed. The storm sewer fund has not contributed to the purchase of the equipment used to support the storm sewer system in the past. Staff propose transferring \$10,000 in 2019 to the 401 General Capital Improvement Fund.

Target Cash Reserves - Storm Water Fund

The projected cash balances must be adequate to meet on-going storm water expenditures and ensure a cash reserve balance that will allow the City to meet the obligations of its MS4 permit, especially Total Maximum Daily Load (TMDL) obligations imposed on the City by the Pollution Control Agency. As storm water projects can be expensive and TMDLs are expected as the City's runoff terminates in the Mississippi River, the City continues to raise the storm water rate to build the nest egg to cover future costs. Staff recommends raising the storm water rate 7.1% for 2019; the annualized cost to homeowners is \$4.60.

Storm Water Rate History

Storm Water Rates	2015	2016	2017	2018	2019
Residential	\$14.54	\$15.27	\$16.03	\$16.25	\$17.40
Commercial	\$72.71	\$76.35	\$80.17	\$81.29	\$87.06
% Increase	10%	5%	5%	1.4%	7.1%

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.

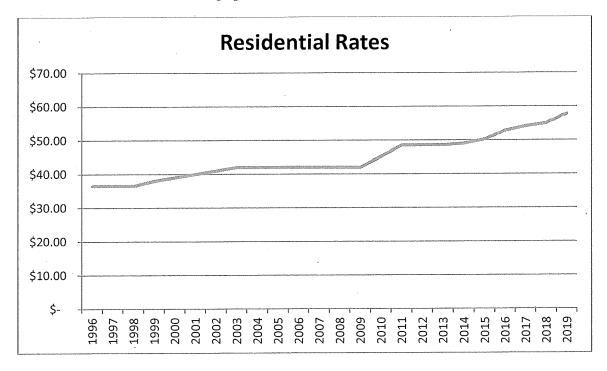
Recycling Rate History (Per Month):

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%

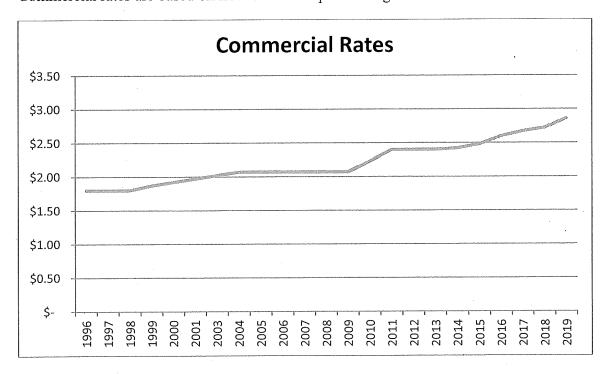
Appendix A

Sanitary Sewer Historical Rates

Residential rates are a flat charge per month.



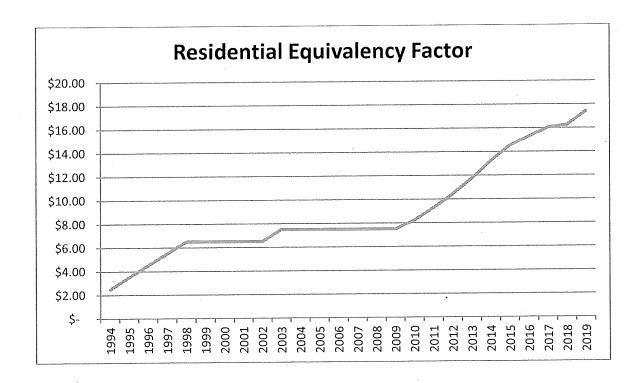
Commercial rates are based on flow or consumption charge.



Appendix B

Storm Water Historical Rates

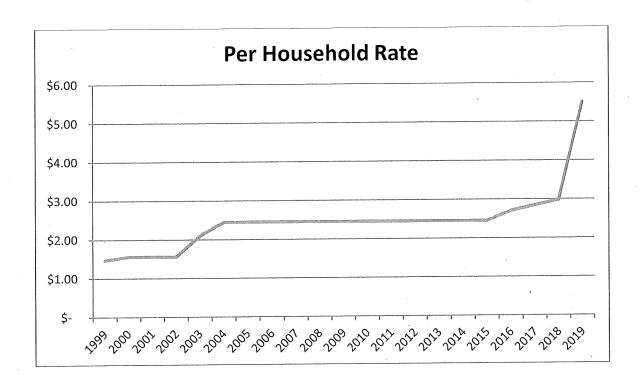
Storm Water rates are a flat charge based on Residential Equivalency Factor (REF) per month.



Appendix C

Recycling Historical Rates

Recycling rates are per single family household and multiplied per units. These rates are collected through the property tax system as a special assessment.



CITY OF LAUDERDALE SPECIAL REVENUE FUNDS 2019

Fund	Fund Fund Title		2017 Actual		2018 Adopted		2019 roposed
226	COMMUNICATIONS	\$	22,130	\$.	20,040	\$	20,040
227	RECYCLING TOTAL REVENUES	\$ \$	49,232 71,362	<u>\$</u>	47,292 67,332	<u>\$</u> \$	83,170 103,210
226	COMMUNICATIONS	\$	16,799	\$	17,267	\$	18,230
227	RECYCLING	\$	46,083	\$	53,090	\$	93,346
	TOTAL EXPENDITURES	\$	62,882	\$	70,357	\$	111,576

CITY OF LAUDERDALE COMMUNICATIONS 2019

Account Number	Account Description		2017 Actual		2018 Adopted		2019 oposed
226-00000-410-31810	FRANCHISE TAX	\$	22,034	\$	20,000	\$	20,000
226-00000-410-36210	INTEREST ON INVESTMENTS	\$	96	\$	40	\$	40
220 00000 110 00210	TOTAL REVENUES	\$	22,130	\$	20,040	\$	20,040
226-49840-410-41010	FULL TIME EMPLOYEES	\$	5,883	\$	6,232	\$	6,579
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	\$	8,930
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	\$	_	\$	_	\$	-
	CAPITAL OUTLAY	\$	-	\$	-	\$	-
	TOTAL EXPENDITURES	\$	16,799	\$	17,267	\$	18,230
REVENUES OVER/UND	ER EXPENDITURES	\$	5,331	\$	2,773	\$	1,810

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	\$	-	\$		\$	-
	TOTAL REVENUES	\$	49,232	\$	47,292	\$	83,170
	FULL TIME EMPLOYEES	\$	15,730	\$	16,374	\$	17,025
227-43245-430-41010	FULL TIME EMPLOYEES	Ψ \$	1,180	\$	1,228	\$	1,277
227-43245-430-41210	PERA 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
	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	\$	-	\$	350
·	OTHER SERVICES & CHARGES	\$	24,543	\$	31,000	\$	70,350
	TOTAL EXPENDITURES	\$	46,083	\$	53,090	\$	93,346
REVENUES OVER/UNDE	R EXPENDITURES	\$	3,149	\$	(5,798)	\$	(10,176)

CITY OF LAUDERDALE DEBT SERVICE - 1795 EUSTIS STREET 2019

Account Number	Account Description		17 tual		18 pted	Pı	2019 roposed
305-00000-462-36210	INTEREST ON INVESTMENTS	\$	-	\$	-	\$	300
305-00000-462-39200	TRANSFER IN	\$	-	\$	-	\$	-
305-47000-462-39300	BONDS PROCEEDS	\$	-	\$		\$	-
	TOTAL REVENUES	\$	_	\$	-	\$	300
305-47000-462-47110 305-47000-462-47210	BOND PRINCIPAL BOND INTEREST OTHER FINANCING	\$ \$ \$	- - -	\$ \$ \$	- - -	\$ \$ \$	- 18,939 18,939
	TOTAL EXPENDITURES	\$	-	<u></u> \$	-	\$	18,939
REVENUES OVER/UND	ER EXPENDITURES	\$ _	-	\$	-	\$	(18,639)

CITY OF LAUDERDALE CAPITAL IMPROVEMENT FUNDS 2019

Fund	2017 Fund Title Actual			А	2018 dopted	2019 Proposed	
401	GENERAL CAPITAL	\$	1,162	\$	500	\$	51,000
403	STREET CAPITAL	\$	21,851	\$	6,000	\$	6,000
404	PARK CAPITAL	\$	4,831	\$	3,000	\$	3,500
405	ROSEHILL TAX INCREMENT	\$	484	\$	-	\$	-
414	DEVELOPMENT	\$	121,614	\$	39,000	\$	40,000
415	HOUSING REDEVELOPMENT	\$	-	\$	=	\$	
	TOTAL REVENUES	\$	149,941	\$	48,500	\$	100,500
		,					
401	GENERAL CAPITAL	\$	7,459	\$	10,000	\$	70,000
402	STREET CAPITAL	\$	7,385	\$	40,000	\$	-
404	PARK CAPÍTAL	\$	16,200	\$	25,000	\$	65,000
405	ROSEHILL TAX INCREMENT	\$	991	\$	-	\$	
414	DEVELOPMENT	\$	0	\$	10,000	\$	20,000
415	HOUSING REDEVELOPMENT	\$	-	\$	-	\$	
	TOTAL EXPENDITURES	\$	32,035	\$	85,000	\$	155,000

CITY OF LAUDERDALE GENERAL CAPITAL 2019

			2016		2018		2019
Account Number	Account Description		Actual	Α	dopted	Pr	oposed
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
	TOTAL REVENUES	\$	1,162	\$	500	\$	51,000
401-41940-410-44370	MISCELLANEOUS CHARGES	\$	1,280	\$	-	\$	
	OTHER SERVICES & CHARGES	\$	1,280	\$	**	\$	
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	\$. =	\$	-	\$	-
	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	Д	2018 dopted	2019 oposed
403-00000-430-33422	OTHER STATE GRANTS & AIDS	\$	16,470	\$	-	\$ · _
403-00000-430-36200	OTHER MISCELLANEOUS REVENUE	\$	137	\$	-	\$ -
403-00000-430-36210	INTEREST ON INVESTMENTS	\$	5,244	\$	6,000	\$ 6,000
403-00000-430-39200	TRANSFER IN	\$	· -	\$	-	\$
	TOTAL REVENUES	\$	21,851	\$	6,000	\$ 6,000
403-43121-430-45300	IMPROVEMENTS OTHER THAN BUILDINGS CAPITAL OUTLAY	\$	7,385 7,385	\$	40,000	\$ -
403-43121-430-47200	TRANSFER OUT	\$	-	\$		\$
	OTHER FINANCING	\$	-	\$		\$ -
	TOTAL EXPENDITURES	<u></u>	7,385	\$	40,000	\$ -
REVENUES OVER/UND	ER EXPENDITURES	\$	14,466	\$	(34,000)	\$ 6,000

CITY OF LAUDERDALE PARK CAPITAL 2019

Account Number	Account Description	2017 Actual	А	2018 dopted	Pr	2019 oposed
404-00000-450-36200	OTHER MISCELLANEOUS REVENUE	\$ -	\$	-	\$	-
404-00000-450-36210	INTEREST ON INVESTMENTS	\$ 3,331	\$	3,000	\$	3,500
404-00000-450-36230	CONTRIBUTIONS & DONATIONS	\$ 1,500	\$		\$	• -
404-00000-450-36250	PARKLAND FEES	\$ -	\$	-	\$	=
404-0000-450-39200	TRANSFER IN	\$ -	\$		\$	
	TOTAL REVENUES	\$ 4,831	\$	3,000	\$	3,500
404-45200-450-42410	MINOR EQUIPMENT & TOOLS	\$ -	\$	-	\$	
	OTHER SERVICES & CHARGES	\$ -	\$	-	\$	=
404-45200-450-45100	LAND	\$ -	\$	-	\$	
404-45200-450-45200	BUILDING & IMPROVEMENTS	\$ -	\$	-	\$	-
404-45200-450-45300	IMPROVEMENTS OTHER THAN BUILDINGS	\$ 16,200	\$	25,000	\$	65,000
404-45200-450-45400	MACHINERY & EQUIPMENT	\$ -	\$		\$	-
	CAPITAL OUTLAY	\$ 16,200	\$	25,000	\$	65,000
404-45200-450-47200	TRANSFER OUT	\$ 	\$		\$	-
	OTHER FINANCING	\$ -	\$	-	\$	-
	TOTAL EXPENDITURES	\$ 16,200	\$	25,000	\$	65,000
REVENUES OVER/UND	ER EXPENDITURES	\$ (11,369)	\$	(22,000)	\$	(61,500)

CITY OF LAUDERDALE DEVELOPMENT 2019

Account Number	Account Description		2017 Actual	А	2018 dopted	Pr	2019 oposed
414-00000-462-36200	OTHER MISCELLANEOUS REVENUE	\$	81,125	\$	-	\$	-
414-00000-462-36210	INVESTMENT INTEREST	\$	2,489	\$	1,000	\$	2,000
414-00000-462-36230	DONATIONS	\$	-	\$	-	\$	-
414-00000-462-39200	TRANSFER IN	\$	38,000	\$	38,000	\$	38,000
	TOTAL REVENUES	\$	121,614	\$	39,000	\$	40,000
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	\$ \$ \$	20,000
	TOTAL EXPENDITURES	\$	0	\$	10,000	\$	20,000
REVENUES OVER/UNDI	ER EXPENDITURES	\$	121,614	\$	29,000	\$	20,000

CITY OF LAUDERDALE HOUSING DEVELOPMENT 2019

Account Number	Account Description		117 tual)18 pted		19 osed
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	\$ \$	- - - -	\$ \$	- - -	\$ \$ \$	- - -
	TOTAL EXPENDITURES	\$	_	\$	-	\$	-
REVENUES OVER/UND	ER EXPENDITURES	\$	-	\$	-	\$	-

CITY OF LAUDERDALE TIF DISTRICT 1-2 2019

Account Number	Account Description		017 ctual)18 opted		019 posed
416-00000-462-31050	TAX INCREMENT	\$	-	\$	-	\$	see:
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		2017 Actual	Å	2018 Adopted	Р	2019 roposed
602	SANITARY SEWER	\$	288,627	\$	282,301	\$	295,916
603	STORM WATER	\$	119,049	\$	104,575	\$	111,694
	TOTAL REVENUES	\$	407,676	\$	386,876	\$	407,610
602	SANITARY SEWER	\$	256,790	\$	266,301	\$	313,925
603	STORM WATER	\$.	92,905	\$	87,075	\$	111,694
	TOTAL EXPENDITURES	\$	349,695	\$	353,376	\$	425,619

Account Number	Account Description	,	2017 Actual		2018 Adopted	Pı	2019 roposed
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	\$	285,916
602-00000-000-37290	SEWER ACCESS CHARGES	\$	-	\$	-	\$	-
602-00000-000-39101	SALE OF CAPITAL ASSETS	\$	-	\$	-	\$	-
602-00000-000-39110	GAIN ON DISPOSAL	\$	-	\$	-	\$	-
002 00000 000 00110	TOTAL REVENUES	\$	288,627	\$	282,301	\$	295,916
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	\$	-	\$	-
602-49450-000-41210	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
002-43400 000 #1010	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	\$	-	\$	-	\$	-
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	\$	-	\$	-	\$	
002 10 100 000 12 11	SUPPLIES	\$	512	\$	800	\$	800
	ALIDITING & ACCOUNTING SERVICES	ď	3,222	¢	2,200	\$	3,500
602-49450-000-43010	AUDITING & ACCOUNTING SERVICES	\$ ¢	5,045	\$ \$	22,000	\$	10,000
602-49450-000-43030	ENGINEERING	\$	5,045	\$	7,000	\$	7,000
602-49450-000-43090	EXPERT & PROFESSIONAL SERVICES	\$	- 745	\$	600	\$	800
602-49450-000-43140	TRAINING & EDUCATION	\$	196		300	\$	300
602-49450-000-43210	TELEPHONE & TELEGRAPH	\$	190	\$	100	\$	100
602-49450-000-43310	TRAVEL EXPENSE	\$	_	\$	100	\$	100
602-49450-000-43430	ADVERTISING - OTHER	\$	0.740	\$	2 500		3,000
602-49450-000-43610	INSURANCE & BONDS	\$	2,740	\$	3,500	\$	100
602-49450-000-43820	WATER UTILITIES	\$	93	\$	100	\$	
602-49450-000-43850	SEWER - MET COUNCIL	\$	137,131	\$	130,158	\$	160,918
602-49450-000-44040	VEHICLE/EQUIPMENT REPAIRS	\$		\$	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	\$	4 500
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	\$	-	\$ -	\$
	OTHER SERVICES & CHARGES	. \$	198,515	\$ 196,858	\$ 197,718
602-49450-000-45300	IMPROVEMENTS OTHER THAN BUILDINGS	\$	(558)	\$ -	\$ -
602-49450-000-45500	VEHICLES	\$		\$ 	\$
	CAPITAL OUTLAY	\$	(558)	\$	\$ -
602-49450-000-47200	TRANSFER OUT	\$		\$ <u> </u>	\$ 40,000
	OTHER FINANCING	\$	-	\$ -	\$ 40,000
	TOTAL EXPENDITURES	\$	256,790	\$ 266,301	\$ 313,925
REVENUES OVER/UNDI	ER EXPENDITURES	\$	31,837	\$ 16,000	\$ (18,009)

CITY OF LAUDERDALE STORM WATER 2019

Account Number	Account Description		2017 Actual	Å	2018 Adopted	P	2019 roposed
603-00000-000-33422	OTHER STATE GRANTS & AIDS	\$	15	\$	_	\$	
603-00000-000-36210	INTEREST ON INVESTMENTS	\$	4,214	\$	4,500	\$	4,500
603-00000-000-37170	STORM WATER CHARGES	\$	114,820	\$	100,075	\$	107,194
603-00000-000-39200	TRANSFER IN	\$	-	\$	-	\$	-
•	TOTAL REVENUES	\$	119,049	\$	104,575	\$	111,694
603-49500-000-41010	FULL TIME EMPLOYEES	\$	35,753	\$	43,691	\$	46,967
603-49500-000-41020	OVERTIME	\$	84	\$	-	\$	-
603-49500-000-41190	OTHER PAY	\$	-	\$		\$	-
603-49500-000-41195	COMP ABSENCES/OPEB	\$	5,232	\$	-	\$	-
603-49500-000-41210	PERA	\$	2,984	\$	3,157	\$	3,373
603-49500-000-41220	FICA .	\$	2,888	\$	2,709	\$	2,912
603-49500-000-41225	MEDICARE	\$	675	\$	634	\$.	681
603-49500-000-41250	DEFERRED COMPENSATION	\$	4,069	\$	4,500	\$	4,100
603-49500-000-41310	HEALTH INSURANCE	\$	2,141	\$	1,773	\$	2,151
603-49500-000-41320	DENTAL INSURANCE.	. \$	97	\$	40	\$	110
603-49500-000-41330	LIFE INSURANCE	\$	555	\$	200	\$	600
603-49500-000-41340	DISABILITY INSURANCE	\$	194	\$	70	\$	200
603-49500-000-41510	WORKERS COMPENSATION INSURANCE	\$	2,288	\$	2,651	\$	2,750
	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	\$	-	\$	300	\$	300
603-49450-000-43210	TELEPHONE & TELEGRAPH	\$	196	\$	300	\$	300
603-49500-000-43310	TRAVEL EXPENSE	\$	-	\$	-	\$	-
603-49500-000-43510	LEGAL NOTICES PUBLISHING	\$	-	\$	-	\$	-
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	\$	-	\$	-	\$	_
603-49500-000-44330	DUES & SUBSCRIPTIONS	\$	2,558	\$	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	\$	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	<u>\$</u>	92,905	\$ 87,075	\$ 111,694
REVENUES OVER/UND	ER EXPENDITURES	\$	26,144	\$ 17,500	\$ -

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FUND TITLE	2019	2020	2021	2022	2023		2024	2025	25	2026	2027	7	2028	Tota
226 Communications		\$ 30,000							×					\$ 30,000
401 General Capital	\$ 70,000	\$ 15,000	\$ 40,000	\$ 40,000						\$40,000	C			\$ 205,000
403 Street Improvement				\$175,000									\$2,200,000	\$2,375,000
404 Park Improvement	\$ 65,000													\$ 65,000
414 Development	\$ 20,000		,											\$ 20,000
602 Sanitary Sewer		\$ 150,000		\$ 150,000										\$ 300,000
603 Storm Water	\$ 10,000	\$ 80,000						٠						\$ 90,000
GRAND TOTAL	\$ 165,000	\$165,000 \$275,000 \$ 40,000		\$ 365,000	₩	\$ -	1		1	\$ 40,000	s		\$ 2,200,000	\$3,085,000

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



YEAR	PROJECT	226	401	403	FUND 404	414	602	603
2019			000					
	Lawn Mower City Hall - Replace Roof Skyview Park Improvements		000°09 \$		000'09 \$			
	Community Park Improvements 1821/1825 Eustis Demolition Invasive Species Management				5,000	\$ 20,000		\$ 10,000
2020								
	Council Chambers Technology Public Works Garage - Replace Roof Sewer Lining Project Seminary Pond Project	\$ 30,000	\$ 15,000				\$ 150,000	000′08 \$
2021			() () ()					
	2001 John Deere Tractor 3520		\$ 40,000					
2022	2012 Ford F350 Truck and Plow Sealcoating - All City streets Sewer Lining Project		\$ 40,000	\$ 175,000			\$ 150,000	
2023								
2024								
2025	10							
2026	5 2016 Ford F350 Truck and Plow		\$ 40,000					
2027								
2028	m			\$2,200,000				
	TOTALS	\$ 30,000	\$ 205,000	\$2,375,000	\$ 65,000	\$ 20,000	\$ 300,000	\$ 90,000





PROJECT	2019	2020	0 2021		2022	2023	/EAR 2024	2025	25 2026	26	2027	2028	
Council Chambers Technology	\$, \$ 30,	\$ 000	\$	1	40	\$ -	↔	\$ -	₹	t	\$. 1
TOTALS	⋄	- \$ 30,	\$ 000	⋄		•∕•	\$	· O-	.	, •	1	❖	





PROJECT	7	2019	2020		2021	20	2022	2023	YEAR	2024		2025		2026	2	2027	2028	
Lawn Mower 10 year schedule	\$	\$ 10,000 \$		<u>پ</u>	1	↓	·	\$	'		. ·		.	'	φ.	1	\$	ı
City Hall - replace roof 20 year schedule	₩	\$ 000'09 \$.	₩.	1	·v	I	↔	1		.		₹	'	⋄	I	↔	I .
Replace Public Works Garage Roof 25 year schedule	↔	t	\$ 15,000	↔	i	❖	1	₩	1		.		-√> - 1	'	₩.	ľ	· •	ı
Replace 2001 John Deere Tractor 3520 10 year schedule	❖	1	⇔	•	40,000	❖	1	↔	1	10	٠,		· ·	'	v.	1	₩.	t
Replace 2012 Ford F350 Truck and Plow 10 year schedule	↔	1	∽	.	1	\$ 41	40,000	↔	1	40	· ·		.	•	↔	ı	₩.	,
Replace 2016 Ford F350 Truck and Plow 10 year schedule	\$	1	\$	\$	1	-γ-	'	. ↔	,	40	⋄		↔	40,000	<>>	'	\$	ı
TOTALS	₩	70,000	\$ 70,000 \$ 15,000		\$ 40,000 \$ 40,000	\$	0,000	⋄	ı	40	↔		٠ •	40,000	\$	1	↔	1





PROJECT							YEAR	IR.						
	2019	2020	20	2021	2022	2023		2024	2025		2026	2027		2028
Eustis/Malvern Street Alley Improvements	٠,	↔	1		√.	. ••	٠,		.	S	1	↔	√ >	ı
Roselawn & Eustis Street Reconstruction	₩,	٠ ٠	,				١		\$.	٠ ٠	ı	\$	٠	ī
Sealcoating - all City streets 6 year schedule (last one 2016)	⋄	· ••	· ·		- \$175,000 \$	\$	1		⋄	↔	ı	S	↔	\$ 2,200,000
TOTALS	v.	\$ -	1	40	\$ 175,000 \$	\$,		\$	۰ ۱	1	· ·	٠ ١	\$ 2,200,000





BOIECT						YEAR					
	2019	2020	2021	2022	2023	2024	2025	2026	2027	7	2028
Skyview Park Improvements	\$ 000'09 \$,	· \$	٠ •	÷	-γ-	\$ -	⋄	٠	٠	1
Community Park Improvements	\$ 5,000 \$	ζ. '	\$	\$	\$	\$ -	\$ -	٠ ب	\$	\$ -	1
TOTALS	\$ 65,000 \$	· •	۰۸	٠ •	· S	⋄	•>	. •∧	⋄	·	ı





PROJECT	2019	2020	2021	2022	2023	YEAR	2024	2025	2026	2027	2028	58
1821/1825 Eustis Demolition	\$ 20,000 \$	1	<u>.</u>	ب	. ·	\$ '	1	\$	φ.	⋄	\$	1
TOTALS	\$ 20,000 \$	1	. '	❖	\$	·	i	, \$	\$	\$. •	ı



CAPITAL IMPROVEMENT PLAN FUND 602 - SANITARY SEWER

CITY OF LAUDERDALE

PROJECT							YEAR						
	2019		2020	2021	2022	2023		2024	2025	2026	,	2027	2028
2018 Sewer Lining Project	\$	\$ -	· 1	.	.	↔	, •	ı	❖	.	٠,	ı	√.
2020 Sewer Lining Project	❖	- \$150	20,000	❖	↔	↔	٠	I	❖	ψ.	· + /> -		
2022 Sewer Lining Project	٠	ۍ. ۱	-	У	- \$150,000 \$	\$ 0	٠	1	\$	⋄	\$. -	1	\$
TOTALS	••••	\$	ı	❖	- \$ 150,000	\$ 0	· •	•	•>-	⋄	٠ •	ı	, •





PROJECT						YEAR					
	2019	2020	2021	2022	2023	2024	2025	2026	5 2027	7 2028	
Invasive Species Management	\$ 10,000 \$		-γ-	٠ •	₩.	\$	↔	↔	.	√ \	
Seminary Pond Project	₩.	- \$ 80,000	\$	\$	↔	\$ -	\$ -	↔	\$	↔	, '
TOTALS	\$ 10,000	\$ 10,000 \$ 80,000	•	φ.	⋄	- \$-	.	\$· '	· •	\$	i.

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	1,000	0	0		1,000	0		Fund 101 - Operating
Public Works Coordinator	0	0	0	1,000		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.

Copier is leased on 4-year schedule.

LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date November 13, 2018
Consent Public Hearing	ITEM NUMBER Recycling Contract Update
Discussion	STAFF INITIAL <u>Jim</u>
Resolution Work Session X	APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Heather and I have met with Jean Buckley from Ramsey County and Dan Krivit from Foth Infrastructure & Environment regarding Eureka's final proposal for extending the contract. Based on these discussions, Dan Krivit helped us create a Request For Price Quotes (RFPQ) that was emailed to potential respondents, including Eureka, on Wednesday, November 7. The goal of the RFPQ is to see if we can find a recycling contractor that will continue weekly collection at a reasonable price. If so, we can begin a new 3-year or 5-year contract starting January 1.

Responses are due Monday, November 19 at 4 p.m. We will bring the information to the November 27 Council Meeting for consideration of price quotes and potential action to authorize a final recycling contract. All information submitted, including proposed prices will be held confidential until a new contract can be negotiated. However, the City reserves the right to reject any and all price quotes.

Budgeting and risk management was a priority so the proposed price will be the City's primary consideration in selecting a contractor. This means we are not asking for a revenue sharing component, processing fee, or fuel surcharges. The price worksheet asks for 3 year and 5 year prices for single-family dwellings and multi-unit properties on a per cart basis. The current contract's price is based on the number of households. Multi-unit properties have less carts than households.

If the City does not select a contractor to negotiate a new contract based on the RFPQ, we anticipate the next step will be negotiating a short-term extension with Eureka.

Attached is the RFPQ, current recycling contract, and list of potential respondents.

OPTIONS:

The discussion at the Work Session is for staff to update the City Council on the RFPQ.

STAFF RECOMMENDATION:

None at this time.

Introduction

The City of Lauderdale is requesting price quotes from qualified recycling service providers for our residential curbside and multi-unit recycling program. Residential curbside collection includes detached single-family homes and attached townhomes. Collection operations for single-family homes include a mix of curbside and alley collection locations. Multi-unit buildings include apartments and condominiums.

The City will be entering into a new recycling contract that will begin as soon as January 1, 2019. We are seeking prices for two optional contract terms: three years and five years. The City is considering altering the end date of the new contract to be approximately June 30 instead of December 31.

We are requesting prices for **weekly** service only at this time using the City owned, 65-gallon recycling carts. Most multi-unit dwellings are served by 95-gallon, City-owned recycling carts. One multi-unit property, City Gables, also uses two, 2-yard dumpsters. With grant assistance from Ramsey County, the City purchased and rolled-out the new recycling carts in 2014 when the City switched to single-stream recycling.

If selected as the recycling contractor, respondents should agree that they will work with the City next year to develop a proposal for changing to every other week curbside collection that could be implemented sometime in 2020. The City has not yet decided to change to every other week collection but recognizes this change may provide cost savings to the City's budget.

There are five attachments to this RFPQ packet:

- Attachment 1 Background Information: Profile of Lauderdale's Recycling Program
- Attachment 2 List of Multi-Unit Property Information
- Attachment 3 Map of Multi-Unit Properties
- Attachment 4 Composition of Recyclables
- Attachment 5 Current Recycling Contract (attached as a separate document)

Form A is our price worksheet. Please use this price worksheet to submit your price quote. Proposed price will be the City's primary consideration in selecting a contractor. The City reserves the right to reject any and all price quotes. A final contract may be negotiated with the successful respondent based on the proposed quote.

The City has decided to not include a revenue/risk-sharing provision in its new recycling contract. The Contractor shall be fully responsible for the costs of processing and marketing recyclables. Your anticipated costs and revenues from the processing and sale of recyclables should be built into your proposed recycling price schedule.

Textiles are part of the current recycling contract for curbside collection and included in the Attachment 4 tonnage report. Respondents may propose to not include textiles and should so indicate on Form A. The City may then decide to contract separately for collection of textiles.

The following schedule will be used for this price quote process.

•	Wednesday, November 7	Release this request for price quotes
•	Tuesday, November 13 at 4:00 p.m.	Questions due from respondents to City
•	Monday, November 19 at 4:00 p.m	Deadline for price quotes to be submitted (May be submitted by email or mailed to City Hall c/o Jim Bownik)
•	Tuesday, November 27	City Council consideration of price quotes and potential action to authorize a final recycling contract

All information submitted, including the proposed prices, will be held confidential until a new contract is fully executed.

ATTACHMENT 1

Background Information: Profile of Lauderdale's Recycling Program

For more information, see the City's Recycling & Garbage web page.¹

Total number of dwelling units served =

Single-family residential =

Multi-unit units =

1,197 households, including:

497 households

700 households

Total tons of recyclables in 2017 =

Single-family residential =

Multi-unit =

216.4 tons per year (TPY), including:

159.1 TPY

57.3 TPY

Approximate number of City recycling carts in use = 547 carts, including:

Single-family residential carts =

497 carts

Multi-unit carts =

69 carts

(Within about 16 multi-unit recycling/trash "stations")

Note: The contractor will be responsible for all aspects of managing the City's carts, including repairs, replacements, inventory control, warehousing of excess carts in storage, warranty service and communications with the cart manufacturer.

Number of recycling dumpsters serving multi-unit properties =

2 multi-unit dumpsters

Residential curbside collection day of the week:

Monday

The City prefers to retain its current Monday collection day schedule for residential curbside recycling. However, respondents may propose an alternative collection day, but must pay for the costs of educating Lauderdale residents.

Current recycling collection price

The current, 2018 recycling contract collection price is \$2.12 per household per month for weekly collection. This current contract price is the same for single-family and multi-unit dwelling units.

The current contract also has a recyclables revenue/risk sharing provision, but the City has decided not to include such a provision in the new contract.

Collections from City Facilities

The contractor will provide weekly recycling service for the following two City facilities using standard recycling carts at no additional charge:

- Lauderdale City Hall, 1891 Walnut Street (2 recycling carts)
- Public Works Garage, 1917 Walnut Street (2 recycling carts)

¹ https://lauderdalemn.org/?SEC=8227E770-E325-43F3-89DC-13B4E336CB29

ATTACHMENT 2

As of 11-7-2018

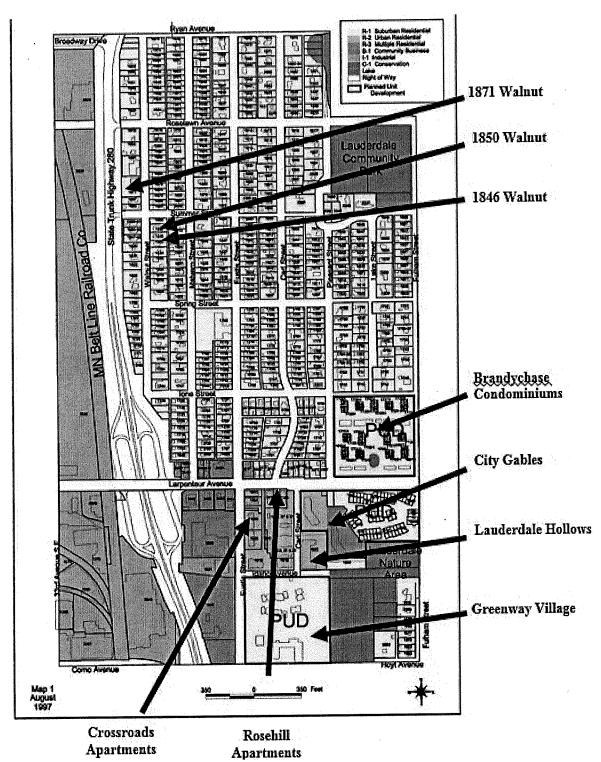
List of Multi-Unit Property Information

Estimates of numbers of recycling containers currently in place

Building Name	Address	Containers	Account Notes
City Gables	1609 Pleasant St	Two 2 yard dumpsters & Eight 96 gallon carts	Key (2 keys). Two sites in garage (1609 & 1611) - one just inside garage and a second site with in middle of garage.
1846 Walnut St	1846 Walnut St	Two 96 gallon carts	
1850 Walnut St	1850 Walnut St	Two 96 gallon carts	
1871 Walnut St	1871 Walnut St	Three 96 gallon carts	
Rosehill Apartments	1627 Carl St	Eight 96 gallon carts	Site 1: 2393 Larpenteur. Site 2: 1623-27 carts by entryway.
Crossroads Apartments	2400 Larpenteur Ave	Four 96 gallon carts	
Lauderdale Hollows	1618 Eustis St	Twelve 96 gallon carts	Site 1: 1642 Larpenteur Site 2: by 1618 Eustis on Idaho. Site 3: behind 1626-1630 Eustis.
Brandychase at Rose Hill	1712 Pleasant St	Eighteen 96 gallon carts	Groups of carts in 4 parking areas between garages. 2 lots are accessible from Pleasant St and 2 lots are accessible from Fulham St.
Burnvedt and Sandgren Apartments	1578 Eustis St	Twelve 96 gallon carts	Enter south driveway- take a left. In fence enclosure.

Respondents are encouraged to visit the multi-unit properties recycling stations and carts.

ATTACHMENT 3: Map of Multi-Unit Properties



ATTACHMENT 4

Composition of Recyclables

(Tons per Year)
(As reported by the City to Ramsey County)

		2017			2016	
	Single Family	Multi- family	TOTAL	Single Family	Multi- family	TOTAL
Paper			155.8			175.2
Corrugated cardboard	14.0	5.1	19.1	15.5	6.0	21.5
Newsprint	91.8	33.1	124.9	101.2	39.2	140.4
Mixed or other fibers	8.7	3.1	11.8	9.6	3.7	13.3
Metal	:		7.1			8.1
Aluminum	1.8	0.7	2.5	2.0	0.8	2.8
Steel/tin	3.4	1.2	4.6	3.8	1.5	5.3
Glass	28.7	10.3	39.0	31.6	12.3	43.9
Plastics			13.6			15.3
PET	5.0	1.8	6.8	5.5	2.1	7.6
HDPE	3.6	1.3	4.9	4.0	1.5	5.5
Mixed plastics	1.1	0.4	1.5	1.2	0.5	1.7
Film plastics	0.3	0.1	0.4	0.4	0.1	0.5
Other Materials			1.0			1.1
Textiles	0.2	0.1	0.3	0.2	0.1	0.3
Other	0.5	0.2	0.7	0.6	0.2	0.8
TOTAL	159.1	57.4	216.5	175.6	68.0	243.6

ATTACHMENT 5

Current Recycling Contract (Attached as a separate document)

FORM A:

Price Worksheet

A.1 Three Year Contract

A.1.1 Recycling Service at Single Family Dwellings

Proposed recycling service price per single family dwellings (weekly) Includes all recyclables processing/marketing costs and charges

(\$ per single-family dwelling per month)

	2019	2020	2021
Medium cart (65-gallons), weekly:			

A.1.2 Recycling Service at Multi-unit Properties

Proposed recycling service price <u>per cart</u> at multi-unit properties: *Includes all recyclables processing/marketing costs and charges* (Per <u>multi-unit cart</u>, not per dwelling unit)

(\$ per multi-unit cart per month)

	2019	2020	2021
Medium cart (65-gallons), at least weekly:			

A.2 Five Year Contract

A.2.1 Recycling Service at Single Family Dwellings

Proposed recycling service price per single family dwellings (weekly) Includes all recyclables processing/marketing costs and charges

(\$ per single-family dwelling per month)

	2019	2020	2021	2022	2023
Medium cart (65-gallons), weekly:					

A.2.2 Recycling Service at Multi-unit Properties

Proposed recycling service price <u>per cart</u> at multi-unit properties: Includes all recyclables processing/marketing costs and charges (minimum of weekly collection service) (Per <u>multi-unit cart</u>, not per dwelling unit)

(\$ per multi-unit cart per month)

	2019	2020	2021	2022	2023
Medium cart (65-gallons), at least weekly:					

A.3	Textiles May be Excluded:
	Check here if textiles are NOT included in your prices above:
A.4	Monday Collection Day:
	Check here if you must propose a change in collection day: (Respondents who propose a change in the collection must accept the costs of public education for announcing the new collection day.)

CITY OF LAUDERDALE AMENDED AND RESTATED AGREEMENT FOR RECYCLING SERVICES

This Amended and Restated Agreement for Recycling Services (the "Agreement") is made as of this 23rd day of September, 2014 between the City of Lauderdale (thereafter the "City") and Neighborhood Recycling Corporation DBA Eureka Recycling (thereafter the "Contractor"), a Minnesofa non-profit organization.

Whereas, the City and the Contractor entered into an agreement for recycling services as of January 1, 2005, which agreement has been amended subsequently, and

Whereas, the City and the Contractor wish to amend and restate said agreement.

1 DEFINITIONS

These specifications define the requirements of the Comprehensive recycling Collection Program for the City:

- 1.1 Carton Any of various containers made from cardboard or coated paper such as milk cartons and juice boxes.
- 1.2 Certified Dwelling Unit (CDU) Defined as a living unit in a residential structure.
- 1.3 **Collection District** Defined as a specific geographic area of the City established for the purpose of having recycling collection for all CDUs and other City designated recycling collection stops in the district on the same day.
- 1.4 **Collection Hours** Defined as the time period during which collection of recyclables is authorized in the City, 7 a.m. 6 p.m.
- 1.5 **Collection Vehicle** Defined as any vehicle owned or operated by the Contractor for collection of recyclables within the corporate boundaries of the City.
- 1.6 Contractor Means the company performing the recycling collection and processing services within the City, operating under a signed agreement with the City.
- 1.7 Curbside Means near the edge of the public or private street from which the CDU gains its access.
- 1.8 Curbside Recycling Carts Wheeled carts used as part of a single-sort collection system.
- 1.9 **Holidays –** Means the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.10 Market Demand Means the economic and technical capacity of markets to use recyclable material to make new products.

- 1.11 Markets Means any person or company that buys (or charges) for recycling of specified materials and may include, but are not limited to: end markets, intermediate processors, brokers and other recycling material reclaimers.
- 1.12 Method of Collection a single-sort (rigids together with fibers) collection of materials plus clothes/textiles.
- 1.13 Multiple Unit Dwellings (MUDs) A building or a portion thereof containing more than four dwelling units.
- 1.14 MUD recycling containers City approved recycling containers used for MUDs including standard carts or dumpsters for temporary storage and accumulation of designated recyclables from residents in MUDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables allowed, and colored differently from other containers for mixed solid waste or trash. Recycling containers must be maintained in proper operating condition and be reasonably clean and sanitary.
- 1.15 Organics Organic materials derived from plant and animal matter including non-recyclable paper that is collected for composting.
- 1.16 Pizza Boxes Cardboard takeout/delivery pizza boxes not heavily caked with cheese or grease with all contents removed.
- 1.17 Process Residuals Means the normal amount of material that cannot be economically recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed as mixed municipal solid waste. Process residuals do not include clean, separated products that are normally processed for shipments to markets as commodities but are low-value because of market demand conditions.
- 1.18 Recyclables defined as the following:
 - Rigids Steel and aluminum food and beverage containers, foil and trays, plastic bottles and containers, glass food and beverage containers, milk cartons, and juice boxes.
 - 2. Fibers Newspapers, magazines, mixed mail, phone books, office paper, corrugated cardboard (flattened and no more than 3 x 3 feet), catalogs, pizza boxes, and boxboard (dry food, pop, and beer boxes).
 - Clothes/Textiles including but not limited to: Linens including tablecloths, sheets, towels, blankets, curtains, rags, and clothes including: belts, coats, hats, gloves, shoes and boots that are dry, clean and free of mold, mildew and excessive stains.

Materials may be added to this list as part of Contractors proposal or by mutual written agreement between the City and the Contractor.

1.19 Recycling Collection – The collection of all recyclables from recycling carts or recycling dumpsters as approved by the City.

- 1.20 Recycling Containers Collection of recyclable materials shall be from City supplied recycling containers. The recycling containers remain the property of the City. The City and Contractor have developed a "single sort transition plan" including a specific cart management plan, which is included as Attachment A.
- 1.21 Scheduled Collection Day Means the day or days of the week on which recycling collection by the contractor is to occur, which the City has designated as every Monday.
- 1.22 Single Unit Dwellings (SUDs) -- A building or a portion thereof containing up to four dwelling units.
- 1.23 Walk-Up Service A service where the driver will walk up to the resident's garage door, stoop or other designated spot to collect recyclable material for loading onto the truck. The driver then returns the bins/carts to the same location. The City will compile a list of seniors, disabled and/or special needs residents who request such service.

2 SERVICES TO BE PERFORMED

- 2.1 The Contractor shall collect the recyclable materials as established by the City and in the corporate boundaries of the City at each CDU and public facility deemed acceptable by the City.
- 2.2 The Contractor shall not be required to make regular collections on holidays; provided, however, that collection occurs the day immediately following the scheduled pickup day or the next business day as agreed upon by the City and Contractor.
- 2.3 In extreme circumstances, collection may be suspended to protect public safety and/or the safety of the Contractor's employees. In case of such an event, the Contractor will contact the appropriate City officials prior to suspension of recycling collections.

3 COLLECTION

- Frequency of Collection Curbside collection shall occur every week. Collection from multi-family properties will occur at least once each week and may occur more frequently as the need is determined by Contractor. (Collection Boundaries and MDU List is included as Attachment B)
 - 3.2 Collection Hours Collection shall commence no earlier than 7 am. Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed by 6 pm on the scheduled collection day. Residents will be required to have their recyclables placed at the collection site (curbside or otherwise arranged by multi-family dwellings) before 7 am on the scheduled collection day.
 - 3.3 Late Collection (Hours) If the Contractor determines that the collection of recyclables will not be completed by 6 pm on the scheduled day it shall notify the Recycling Coordinator by 4:30 pm and request an extension of the collection hours. The Contractor shall inform the Recycling Coordinator of the area not completed and the reason for non-completion and the expected time of completion. If the Recycling Coordinator cannot be reached, the Contractor will contact City Hall staff and report the problems to the Recycling Coordinator on the next business day.

- 3.4 Number of Collection & Processing Seris of Recycled liftaterial The Contractor shall collect and process recycling material as a single-sort system (with the exception of clothes/linens). Any change in the number of sorts during recycling collection or processing shall be done only with written amendments to this Agreement and approved by the City Council. Failure to receive City approval for changes to the single-sort collection/processing system prior to implementation of collections in the City or material processing shall be considered by the City as a breach of this Agreement subject to termination.
- 3.5 Materials Ownership All materials placed for collection shall be owned by and the responsibility of the occupants of residential properties until the Contractor handles them. Upon collection of the containers and recyclable materials by the Contractor, the recyclable materials become the property and responsibility of the Contractor.
- 3.6 Containers Handling Handling of containers should be managed by picking them up, emptying their contents into the collection vehicles, and taking responsible care to place them back in the original location.
- 3.7 Procedure for Unacceptable Recyclables If the Contractor determines that a resident has set out unacceptable recyclables, the driver shall use the following procedures:
 - 1. Curbside: Contractor shall leave the unacceptable recyclables and leave an "education tag" indicating acceptable materials and the proper method of preparation. If the unacceptable recyclables have been tipped into the collection truck, the driver shall record the address of the stop. The Contractor shall send a letter to the resident noting the unacceptable recyclables and providing information on what are accepted recyclables. The address shall be recorded on a form acceptable to the City. Contractor shall report the addresses which set out unacceptable materials and have been sent letters to the City Recycling Coordinator at the end of each month.
 - 2. Multiple-Unit Dwellings: Contaminated carts or dumpsters of material will not be collected. It will be the responsibility of the Contractor to encourage cooperation from the building owner/manager in removal of trash and separation of acceptable materials so that the carts can be serviced. The Contractor shall notify the property manager of problems and make attempts to address the issues. Should the property manager or tenants be unresponsive or refuse to cooperate, the Contractor will be responsible for notifying the City so that the City can take any necessary steps to enforce compliance.
- 3.8 Missed Collections The Contractor shall have a duty to pick up missed collections. Missed collections called in before 12 pm on the collection day will be collected that day. Calls after 12 pm will be collected before 4 pm on the following day. Missed collections called in before 11 am on the day after collections will be collection that day before 4 pm. Calls received after 11 am will be collected before 4 pm on the following business day. The same policy will apply for missed collections called in two days or more after collection. Calls for missed service are either customer calls made directly to the Contractor or customer calls relayed to the Contractor by the City.

3.9 Illiaterials Shall Be Recycled – The Contractor shall use every best effort to ensure that all recyclable materials collected in the City are not placed in landfills or other mixed municipal solid waste disposal or recovery facilities but are distributed to the appropriate markets for reuse and recycling. Any unacceptable materials or garbage will be delivered to the appropriate facilities in accordance with State and County rules and documented as such. All weight tickets, etc. shall be maintained at the Contractor's office for review. The Contractor will report facility residual rates to the City once yearly. All costs associated with disposal will be borne by the Contractor. The contractor shall at all times have the duty to minimize recyclable materials placed in landfills or incinerators, and, in consultation with the City, shall at all times find and use the lowest cost but most environmentally sound method of disposal.

In the event that any market for a particular recyclable material ceases to exist, or becomes economically depressed such that it becomes economically unfeasible to continue collection of the particular material, the City will have the right to cause the Contractor to cease the collection of that particular recyclable material.

If the Contractor requests to cease collection of a particular recyclable material, but the City directs the Contractor to continue to collect the material, the City agrees to bear the cost incurred by the Contractor to market or dispose of such recyclable material by landfill, incineration or other method.

The Contractor will negotiate in good faith to establish a rate of recovery for all recyclable materials collected in the City under this Agreement.

- 3.10 Reporting Requirements Contractor will keep accurate records, including (but not limited to):
 - An approved weight slip with the date, time, collections route, driver's name, vehicle number, tare weight, gross weight, and net weight for each load each day.
 - Collection vehicles will be weighed after completion of a route or at the end of the day, whichever occurs first. A copy of each weight ticket shall be included as part of the billing sent to the City each month.
 - The Contractor will also include a report of the total tons collected, including estimated amounts of each type of material delivered to each market.
 - 4. The Contractor will also report amount and location of all materials stored for more than 30 days.
- 3.11 Compliance Collection and transportation of all recyclables shall be accomplished in accordance with all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.
- 3.12 Collection Clean-ups Contractor shall adequately clean up any material spilled or blown during the course of collection and/or hauling operations including leakage from the truck operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning material spillage. The contractor shall have no responsibility to remove or clean up any items which are not recyclable materials or were blown or fell from the containers before arrival.
- 3.13 Resident Complaints The Contractor shall provide the City with a list of all customer complaints received within ten (10) working days, including a description of how each was resolved.

- 3.14 City Facilities Collections City will provide containers and Contractor will provide recycling service for City facilities using standard recycling caris or dumpsters at no additional charge. Collection will occur weekly unless more frequent collection is required based on the amount of materials generated.
 - 1. The Contractor shall collect recyclable material from the following City facilities:
 - Lauderdale City Hall, 1891 Walnut Street
 - Lauderdale Warming House, 1885 Fulham Street
- 3.15 Material Composition Study The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount of weight of each recyclable commodity by grade. A City representative or designee may be present during the study. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling.
- 3.16 Estimating Process Residuals The Contractor shall provide a written description of the means to estimate process residuals derived from the City's recyclables. This process shall be reviewed and approved in writing by the City. This written description shall be updated by the Contractor immediately after any changes to the processing facilities used by the Contractor.

4 REPORTING AND PROMOTIONAL ACTIVITIES

- 4.1 Monthly and Annual Materials Reports The Contractor shall submit to the City monthly reports and annual reports dealing with the City's recycling program. At a minimum, the Contractor shall include in each report the following information:
 - 1. Gross amounts of materials collected, by recyclable material (in tons).
 - 2. Net amounts of materials marketed, by recyclable material (in tons).
 - 3. Amounts stored, by recyclable material, with any notes as to unusual conditions (in tons).
 - 4. Amounts of process residuals disposed (in tons).
 - 5. Revenue share credits back to the City (if any).
 - 6. End market certification via letters from end markets. Such letters will be held as confidential data if requested and allowed by law.
 - 7. Monthly reports shall be due to the City by the 15th day of each month.

Annual reports shall be due by January 31 following the end of each calendar year. The Contractor will be encouraged to include in its annual report recommendations for continuous improvement in the City's recycling program (e.g., public education, multifamily recycling, etc.).

- Participation Trend Study Each year, the Contractor shall conduct a participation trend study that counts the number of SUDs by address that participates in curbside recycling. The sample of residences selected for the annual study shall remain the same (i.e., same addresses) and shall be no less than 200 households. The Contractor shall record recyclables set out by address for at least four consecutive weeks. The same period of weeks shall be used each year for the study. An annual participation trend study report shall be submitted to the City three weeks after the field data collection operations have been completed. The annual study report shall summarize participation trends and other data as a result of the data analysis. All participating and non-participating addresses shall be reported to the City each year as a result of the study, including a copy of the route map of the study area showing raw data participation tally marks by address. The Contractor may make recommendations for improving this participation trend study methods and procedures.
- 4.3 Customer Relations Report Annually the Contractor shall provide the City with the following:
 - 1. A list of all customer complaints, including a description of how each complaint was resolved.
 - 2. A list of all addresses where education tags were left for residents and why the tags were left.
 - 3. A list of all missed pickups reported to the Contractor.
- Annual Report to IVIUD Owners The Contractor shall provide an annual report by January 31 following the end of each calendar year to the MUD owners served by the Contractor. A copy of each report to the MUD owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:
 - 1. Name of owner, building manager and contact information (mailing address, phone numbers, e-mail, etc.)
 - 2. Street address of each MUD served.
 - 3. Number of dwelling units for each MUD.
 - 4. Description of collection services made available to occupants, including number of MUD recycling stations, number of MUD recycling containers, location of stations and dates of collection.
 - 5. Description of public education tools used to inform occupants of availability of services.
 - 6. Tonnage estimates for each building.
 - 7. Recommendations for future improvements (e.g., specific public education tools).
- 4.5 Annual Performance Review Meeting to Discuss Recommendations for Continuous Improvement Upon receipt of the Contractors annual report, the City shall schedule an annual meeting with the Contractor. The objectives of this annual meeting will include (but not limited to):
 - Review Contractor's annual report, including trends in recovery rate and participation.
 - 2. Efforts the Contractor has made to expand recyclable markets.
 - 3. Review Contractor's performance based on feedback from residents to the City.
 - 4. Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
 - 5. Review recommendations for improving Contractor's service.
 - 6. Discuss other opportunities for improvement with the remaining years under the current contract.
 - 7. Discuss actions Contractor is taking to reduce its carbon footprint.

- Publicity, Promotion, and Education The Contractor shall prepare and distribute the following educational materials to insure accurate information and program directions. The City must approve all of the Contractors outreach materials prior to printing. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer to the City. The annual flyers described below must include at a minimum the County website and phone number for other disposal information including household hazardous waste, yard waste and organics.
 - Contractor shall pay for the design, printing and mailing of at least 539 copies of an annual curbside program flyer to City SUD residents. The flyer shall be delivered to City homes no later than January 31 of each year or on an alternative schedule as otherwise mutually agreed upon.
 - Contractor shall pay for the design, printing and distribution of an annual onepage flyer to MUD owners, landlords or other designated contact person for all such properties in the City. The flyer shall be supplied in sufficient number that one copy may be distributed to each tenant.
 - 3. The Contractor shall also provide posters and other educational material for MUD owners, landlords or other designated contact person to post in common areas.

The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karan, etc.) and will provide these materials to City customers as needed. The City will work with the Contractor regarding the quantities needed and the locations for distribution.

During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City.

- Annual Work Plan The City and the Contractor shall develop a work plan annually. The work plan shall include initiatives the Contractor will undertake to improve the City's recycling program. These initiatives may include (but are not limited to) expansion of materials collected, voluntary expansion to businesses, effective education of residents with measurement, community involvement, outreach to low participating communities, and outreach using electronic communications. The Plan shall be approved by the City and the Contractor by March 1 each year for the current year or a mutually agreed upon alternative schedule.
- 4.8 Outreach to Low Participating Communities Contractor shall include in the annual work plan outreach efforts to low participating communities. Specifically the City seeks to engage immigrant communities.
- Outreach Using Electronic Communications Contractor shall identify in the annual work plan outreach efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format.
- 4.10 Each year as part of the annual work plan, the Contractor shall propose how to support the City with recycling and source separated organics (SSO) collection operations at City-sponsored events. The services may include having an informational booth, providing recyclables + SSO collection services, or both. The Contractor shall provide these services to the City at no extra charge.

- 4.11 The Contractor shall submit to the City by June 1, 2015 a plan for how the City may be able to add SSO to its residential curbside collection program. This plan shall have specifics on added costs and collection methods/operations. The City shall have sole discretion to accept the SSO plan, initiate negotiations with the Contract to modify the plan, or reject the plan.
- As a specific focus of the annual report and annual work plan, the Contractor shall itemize multi-unit housing recycling program performance and opportunities for improvement. The Contractor shall develop specific multi-unit recycling program improvement strategies for each upcoming year.

5 CONTRACTOR'S OPERATIONS

- 5.1 The Contractor shall establish and maintain an operating facility with an office and continuous supervision for accepting complaints and customer calls. The office shall be in service with continuous supervision from the hours of 8 am until 5 pm on all days of collection as specified in this Agreement. Address and telephone number of such office and any changes therein shall be given to the City in writing.
 - 1. Personnel The Contractor shall maintain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement.
 - 2. Management The Contractor shall notify the City of any change in Supervisory, Operations, or daily Managers associated with this collection process. New personnel must be introduced to the City contract representative.
 - Access to Records The Contractor shall provide access to the City or any of
 its duly authorized representatives to review any books, documents, papers, and
 records of the Contractor related to performance of this Agreement for the
 purpose of duties or other examination verifying compliance with its terms.

5.2 Contractor's Equipment

- Contractor's vehicles shall be marked with the name of the Contractor and phone number and be equipped with a (1) two-way radio, (2) first aid kit, (3) approved 2A10BC dry chemical fire extinguisher, (4) warning flashers, (5) warning alarms to indicate movement in reverse, (6) sign in rear of vehicle stating "this vehicle makes frequent stops," (7) and a broom and shovel for cleaning up spills.
- 6.3 Compensation The City will compensate the Contractor for the collection of recyclable materials from residential units. During the term of the contract, City will pay to the Contractor, on a monthly basis, \$2.52 per household.

The pricing for collection will remain at its current level of \$2.52 per household per month while the City is using the blue bins for collection. The per household collection fee will change to \$2.08 per household per month when the City transitions to carts (anticipated for the spring of 2015). In the remaining years of the contract (2016, 2017, and 2018), the per household cost will increase each year based on the CPI (Consumer Price Index) for all goods and services published on the Federal Reserve Bank of Minneapolis at www.minneapolisfed.org or by 3%, whichever is smaller.

- 5.4 Revenue Share Contractor shall, on a morithly basis, rebate an amount to the City based on the following formula:
 - The City will be charged a \$74 per ton processing fee and the City will receive 100% of the revenue for all tons collected in the City after the processing fee. The following Market Indexes will be used for the following material:

<u>Material</u> Market Index PPW/OBM - ONP #8 High side Chicago News Mix: PPW/OBM - OCC #11 High side Chicago Cardboard: PPW/OBM - Mix Paper #2 High side Chicago Boxboard: PPW/OBM - Mix Paper #2 High side Chicago Carrier Stock: PPW/OBM - Mix Paper #2 High side Chicago Phone Books: Market Price Textiles: Aluminum Cans: Market Price Market Price Steel Cans: Recycling Markets.net - Chicago/Midwest Regional Low HDPE NAT: - Last Day of Month Recycling Markets.net - Chicago/Midwest Regional Low HDPE Col: - Last Day of Month Recycling Markets.net - Chicago/Midwest Regional Low PET: - Last Day of Month Market Price Tubs and Lids: Thermoform: Market Price Mix Glass: Market Price Milk Cartons /Juice Boxes: Market Price

Each month the Contractor shall provide, together with the monthly rebate to the City, adequate documentation of the corresponding monthly estimate of tons of all paper grades and tons of aluminum collected from the City. Also, the Contractor shall provide copies of the referenced OBM market index and AMM market index.

RRT - Newport

- 5.5 **Monthly Statements** The Contractor will submit a monthly statement for services rendered. The City will pay within 60 days of receipt of the Contractor's monthly statements.
- 5.6 CDU Yearly Review Yearly the City and the Contractor will review additions or subtractions from the total CDU count. Should the Contractor request more frequent review, the City will assist in this count and discussion.

6 SINGLE SORT CARTS

Residual:

- 6.1 Free walk-up service as specified in 1.20 shall be provided for all customers who request it.
- 6.2 The Contractor must conduct at least once per quarter, or as agreed upon by the City and the Contractor, curbside recycling cart checks. The Contractor shall audit the contents of carts from at least 25 households and leave education tags if any Non-Targeted Materials are found in the bins. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the annual report to the City.

6.3 Multi-Unit Single Sort

The Contractor shall convert the "dual-sort" carts as they are now to "single-sort" carts. This conversion may be addressed through changing out the lids or adding a new instructional sticker / label over the old "dual-sort" label. The Contractor may also use dumpsters for multi-unit single-sort collection, but the dumpsters shall have the appropriate labeling for single-sort recycling.

6.4 Non-Performance

- 1. Minnesota law governs any disputes and all disputes will be subject to the jurisdiction of the Ramsey County District Court.
- 2. The parties agree that, in addition to any other remedies available to it, the City may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligation under this Agreement. These are liquidated damages not penalties. Further, the City and Contractor agree that proving damages due to the circumstances listed below would be difficult to ascertain and would cause considerable delay and expense. Instead of requiring such proof, the City and Contractor agree to liquidated damages (not a penalty) in the following amounts:
- 3. Failure to clean up recyclables spilled by Contractor within six (6) hours of oral or written notification -- \$50.00 per incident.
- 4. Failure to complete City-wide collection by 6 p.m. without permission for extension from the Recycling Coordinator and/or other City employee with exception of severe weather and street construction -- \$2,500 per incident.
- 5. A missed block is defined as a block where residents from at least three (3) households within two intersections of that block report that their material was out before 7 a.m., the material was not picked up and the addresses did not appear on the records of unacceptable setouts -- \$250.00 per incident.
- 6. Failure to pick up missed collections -- \$50.00 per incident.
 - 7. Failure to file reports and/or provide scale receipts -- \$750 per incident.
 - 8. Failure to maintain vehicle in a manner which prevents nuisances such as leaky seals or hydraulics -- \$100.00 per incident.
 - 9. Failure or neglect to provide notice to resident upon recyclables refused for collection for cause -- \$50.00 per incident.
 - 10. Failure to pick up MDU properties as needed -- \$50.00.
 - 11. In addition to above, failure or neglect to correct chronic problems will be considered a Breach of Contract -- \$50.00 per incident.
 - 12. A chronic problem shall be construed to be three or more occurrences of items 3, 4, 5, 6 or 8 immediately above within any period of six consecutive months whether or not remedied within 24-hours or six hours in the case of spilled solid waste.
 - 13. The City will notify the Contractor in writing documenting the history of the account and reason for the fine. The Contractor will then have the opportunity to address and remedy the issue at which point the City can determine if a fine is the appropriate course of action.
- 14. Failure to maintain recycling carts in proper working order as specified in the cart management plan \$100 each incident.

7 INSURANCE

Prior to commencement of this Agreement, the Contractor shall furnish the City with Certificates of Insurance for comprehensive general liability, automobile liability and property damage insurance. Certificates of Insurance shall name the City as an additional insured. Any losses to person or property connected with the collection of recyclable materials through this project shall be the responsibility of the Contractor.

Nothing herein shall be deemed to constitute a waiver by the City of any limits on liability it enjoys under common law or under Minnesota Statutes, Chapter 466.

8 INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the City and its employees, officers, and agents from and against all claims, damages, losses or expenses, including attorneys' fees and other costs of defense, for which it may be held liable, arising out of or resulting from the assertion against the City of any claims, debts, or obligations in consequence of the performance of this Agreement by the Contractor, its employees, agents or subcontractors.

9 TERM AND TERMINATION

- 9.1 Term The term of this agreement shall be from October 1, 2014 through December 31, 2018.
- 9.2 Extension The City reserves the right to amend the Agreement to allow for its extension. This action must be approved by the City Council.
- 9.3 **Termination** If in the City's sole discretion, the Contractor or subcontractor fails to perform this Agreement diligently and on schedule or fails to reach mutual agreement where the terms of this Agreement so specify, the City shall have the right to terminate this Agreement. Prior to termination, the City shall give thirty (30) days written notice identifying the basis of the intent to terminate. After the notice of intent to terminate has been served, both parties will attempt to reconcile their differences during the 30-day notice period. If after the 30 day notice period the basis of the intent to terminate has not been cured to the satisfaction of the City, either party may conclusively terminate this Agreement upon five (5) business days written notice serviced by certified mail, return receipt requested upon the other party, at the party's last known address.
- 9.4 Upon failure of the Contractor to fulfill any of its obligations under the Agreement, the City may hire such persons, or assign City employees and equipment, as are necessary to cure or mitigate Contractor's failure; the costs of such action may be charged and deducted from monies due the Contractor, collected from the Contractor, or collected by other legal recourse.
- 9.5 Contractor may terminate this Agreement for cause upon sixty (60) days written notice.

10 ASSIGNMENT

10.1 This Agreement is assignable only by agreement of the parties. If the Contractor's business is sold in whole or in part, the City reserves the right to negotiate a new agreement with any purchasers of the Contractor's business or its assets. The City reserves the right to declare this Agreement null and void within thirty (30) days of such a sale and to negotiate a new agreement for recycling collection services with the new owner or through a competitive bidding process.

Neighborhood Recycling Corporation DBA Eureka Re	cycling (1)
Tim Brownell, CEO	Date/
City of Lauderdale	10/14/14
Jeffrey Dains, Mayor	Date //
Heather Butkowski, City Administrator	Date

Attachment A: Single-Sort Container Transition & Cart Management Plan

The City of Lauderdale and Eureka Recycling are executing an Amended and Restated Agreement for residential single-unit dwelling (i.e., SUD, "curbside") and multi-unit dwelling (MUD) recycling services. This Agreement specifies the scope, schedule and prices for the revised services under the "single- sort" collection format in which all recyclables will be commingled together by residents into one category. For all curbside residents and most MUD households, new single- sort carts will be used. For selected MUD buildings, single- sort recycling dumpsters will be used.

This Attachment outlines additional operational details for the roll-out and management of the new single- sort containers (including both carts and dumpsters). Details in this Attachment may be modified as needed and as agreed upon by Eureka Recycling and the City's Recycling Coordinator or designee.

- 1. The City intends to own the recycling containers. The City will apply to the County for a Public Entities Innovation Grant (PEIG) to help fund its new recycling carts and dumpsters.
- 2. The City will purchase "medium" sized recycling carts (e.g., about 65-gallons), with a few smaller and larger carts available as detailed below. The Agreement requires weekly curbside single- sort recyclables collection from single-family units. The choice of 65-gallon carts collected weekly will provide more recycling cart capacity than "large" (94-gallon) carts collected every other week.
- 3. As a policy, the City will issue the "standard" (i.e., medium) cart to all residences normally provided curbside recycling service. Residents must use these standard carts (not their own containers) so that Eureka Recycling can collect them with their fully automated recyclables collection trucks.
- 4. Residents will be instructed by Eureka Recycling and the City that all regular or traditional recyclables (e.g., paper, cans, bottles, etc.) must be placed inside the recycling container.

There are notable exceptions to this general rule. The following items may be placed outside of the container:

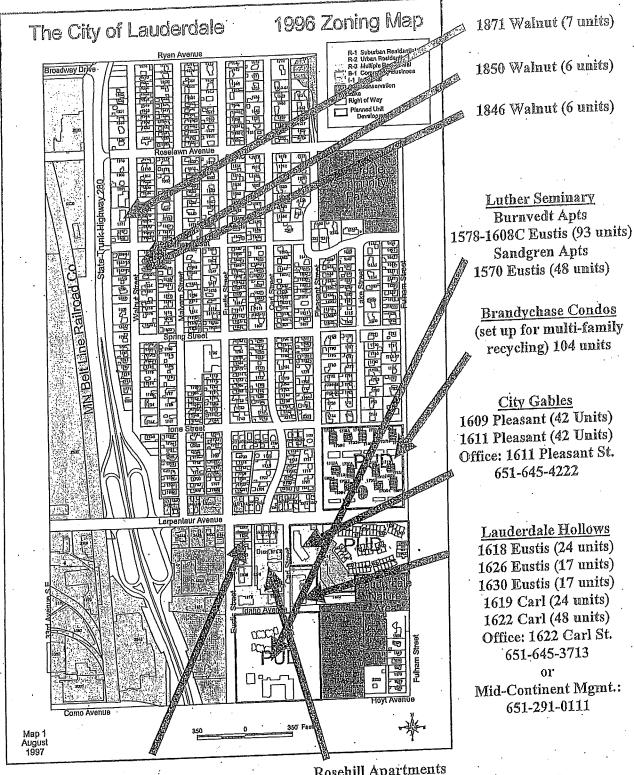
- Clothes/textiles which will be placed in a plastic bag with a tag/label that says;
 "CLOTHES & LINENS" and set outside the container.
- * "Occasional" overflow recyclables can be placed outside of the container in bins or paper bags (e.g., once after a holiday, etc.) as further specified in #6 below.
- 5. If single-unit dwelling residents with "curbside" service have overflow recyclables three times within two months, Eureka Recycling will notify the resident in writing, copy the City and switch the resident to a large (94-gallon) cart at no additional charge to the

resident. The City will purchase a small number (five percent) of large carts in addition to the standard medium carts.

- 6. If certain residents generate a very small amount of recyclables or find the 65 gallon carts physically difficult to manage, the City Recycling Coordinator or designee may approve use of a small (35 gallon) container. The City will purchase a small number of carts (five percent) of the total container inventory.
- 7. Carts shall be consistent in colors and design with a recycling symbol that is at least 4-inches tall on two sides and City approved instruction label on each lid so as to be easily identified by the resident/customer and the Contractor as the container for recyclable materials collection.
- 8. MUD recycling containers (carts or dumpsters) must be separate, explicitly labeled with City approved text and graphics as to recyclables allowed, and colored differently from other containers for trash.
- 9. All recycling containers must be maintained in proper operating condition by the Contractor and be reasonably clean and sanitary. The Contractor shall notify the property owner if containers are not in reasonably clean and sanitary condition. If the property owner does not comply the Contractor shall notify the City to help enforce compliance.
- 10. Eureka Recycling will provide to the City an inventory of all MUD recycling carts and dumpsters currently in use in Lauderdale. Eureka Recycling will also provide a quote for the cost of the recycling carts and dumpsters, which the City intends to own.
- 11. If MUD residents consistently have overflow recyclables, Eureka Recycling will adjust the number or size of containers and/or the frequency of collection with the permission of the property owners and the City Recycling Coordinator or designee.
- 12. The City buildings and parks will be serviced by City Public Works. They will put the recyclables in standard curbside carts (or a standard recycling dumpster) at City Hall.
- 13. Eureka Recycling will maintain a sufficient City-owned cart and dumpster inventory of containers that will be purchased by the City. Eureka Recycling shall service and repair these containers to meet supply and demand needs for the entire term of the contract. Eureka Recycling will provide monthly cart inventory updates, including initial container count, containers placed, containers removed, containers destroyed and containers "lost."
- 14. As part of the comprehensive cart rollout plan and schedule for the initial cart distribution, Eureka Recycling will produce and distribute the following educational materials under City direction. All materials must be approved by the City in writing before printing.
 - Single-sort system instructional brochure for all customers.
 - Cart hang tag with detailed instructions.

- Single- sort system recycling instructions (text and images) for the City's website and newsletters.
- 15. Eureka Recycling shall provide the City with a recommended cart and dumpster order quantity (including specified overage to have in stock as excess inventory) and cart in-mold label (IML) specifications including details of color and draft content of IML instructions.
- 16. Eureka Recycling shall provide a detailed schedule, by day, for cart roll-out to customers, including start and end dates.
- 17. Recycling carts shall be placed by residents at curbside on collection day, placing the cart with the handle toward the house and the lid opening toward street. The Contractor shall collect from each participating household all acceptable materials that have been prepared according to publicized procedures. The Driver is required to place the emptied cart back down in the same curbside location as it was set by the resident; however in no case is the cart to be left in the street.
- 18. The City will be responsible for the cost of the new recycling carts and dumpsters, the physical educational material on the carts including the in-mold label and cart hanger, and the cart roll-out.
 - 19. As of October 1, 2014 residents can begin using the single-sort method with the existing bins.

Attachment B



Crossroads Apartments

2400 Larpenteur (17 units) 1634 Eustis (17 units) 1642 Eustis (17 units) Office: 1634 Eustis St. 651-644-5568 or CVC Investments: 651-578-8722 Rosehill Apartments
1623 Carl (24 units)
1627 Carl (24 units)
1631 Carl (24 units)
2384 Larpenteur (17 units)
2392 Larpenteur (17 units)

Office: 651-644-4823 or Rosehill Investments: 651-484-4326

RC/TAP: Lauderdale's Recycling Services - Potential Request for Price Quotes (RFPQ)

List of Potential Respondents

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		First	Last_			ā		Tmail
No.	Organization	Name	Name	Phonel	•	Phone2		Гшап
-:	1. Advanced Disposal	Robert	Pfister	(708) 774-2586 cell		(630) 313-1119	office	(630) 313-1119 office bob.pfister@advanceddisposal.com
7.	Aspen Waste	Stacy	Sanders			612-884-8017	office	612-884-8017 office SSanders@AspenWaste.com
3.	Eureka Recycling	David	Weidenfeller	Weidenfeller 612-290-5867	cell	612-455-9101	office	612-455-9101 office davidw@eurekarecycling.org
4.	Highland Sanitation1	Bobby	Stewart			651-437-0001	office	office bob.stewart@highlandsanitation.com
4.	Highland Sanitation2	Sue	Stewart			(651) 458-0043	office	(651) 458-0043 office <u>SusieS@express56.com [?]</u>
4.	Highland Sanitation3	Kasey	Hanus			651-437-0001	office	office Info@HighlandSanitation.com
5.	Republic Services2	Romack Franklin	Franklin			(612) 237-3129	office	(612) 237-3129 office rfranklin3@republicservices.com
9	Tennis Sanitation	Willie	Tennis			651-459-1887	office	office WillieT@TennisSanitation.com
7.	Walters1	Mike	Moroz	612-770-0438	cell	763-210-5030	office	office MikeM@waltersrecycling.com
∞.	Waste Management1	Jason	Hartman	612-271-7863	cell	·		JHartma5@WM.com