

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, MARCH 12, 2019
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 CITY COUNCIL MEETING**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the February 26, 2019 City Council Meeting
 - c. Claims Totaling \$89,401.90
4. **CONSENT**
 - a. Street Sweeping Proposal and Contract
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. City Council Updates
 - b. Community Meeting with Real Estate Equities Regarding 1795 Eustis Street
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. Small Wireless Facilities Ordinance No. 19-02
 - b. Policing Services for 2020 and Beyond
9. **ITEMS REMOVED FROM THE AGENDA**
 - a. Resolution 031219A – Authorizing Publication of Ordinance No. 19-02 by Title and Summary
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Abdo, Eick, and Meyers Financial Planning Proposal
 - b. Annual Post-Audit Presentation
 - c. Awarding of 2019 Infrastructure Improvement Project
 - d. Closed Session to Consider Offers for 1821-1831 Eustis Street
 - e. Annual SAPD Police Report – April 9

12. **WORK SESSION**

a. Opportunity for the Public to Address the City Council

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

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

b. Community Development Update

13. **ADJOURNMENT**

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1891 Walnut Street
Lauderdale, MN 55113

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Call to Order

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

Roll Call

Councilors present: Roxanne Grove, Andi Moffatt, Jeff Dains, Kelly Dolphin, and Mayor Mary Gaasch. Councilor absent: None.

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

Approvals

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

Mayor Gaasch asked if there were any corrections to the meeting minutes. There being none, Councilor Dains moved and seconded by Councilor Grove to approve the minutes of the February 12, 2019, city council meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Dolphin moved and seconded by Councilor Dains to approve the claims totaling \$33,309.21. Motion carried unanimously.

Consent

Councilor Dains moved and seconded by Councilor Grove to approve the Consent Agenda thereby acknowledging the January Financial Report and approving the copier lease agreement with Metro Sales.

Informational Presentations/Reports

A. City Council Updates

Councilor Dains attended the League of Minnesota Cities Legislative Conference on February 21 with Mayor Gaasch and Administrator Butkowski. They visited with Senator Marty and Representative Hausman. Dains also attended a Ramsey County Heading Home meeting on February 15 where community leaders discussed ways to end homelessness in Ramsey County. Mayor Gaasch attended League of Minnesota Cities and Metro Cities board meetings.

Public Hearings

A. Small Wireless Facilities Ordinance

Butkowski explained staff's goal to draft a small cell wireless ordinance to address changes made to state and federal law. Small cell technology enables 5G communication. This

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ordinance applies to the installation of the technology in the public right-of-way. The purpose of the meeting was to hold a public hearing on the draft ordinance with consideration for adoption at a future meeting.

Mayor Gaasch opened the floor at 7:49 p.m. to anyone in attendance that wanted to address the Council. The Council noted the email they received from Grant Adams, 1922 Malvern Street, expressing concern over the small cell technology. There being no interested parties to speak during the meeting, Mayor Gaasch closed the floor at 7:50 p.m.

Discussion/Action Items

A. PUD Concept Plan Discussion with Real Estate Equities

Jennifer Haskamp, the City's consulting planner, presented her analysis of the concept plan. She also outlined the land use approvals process that would need to happen to allow for the project to be constructed.

Patrick Ostrom of Real Estate Equities presented their concept plan for Council consideration and feedback. The Council discussed with them such items as building height and massing, material selection, pet policies, green space, and neighborhood impact.

Butkowski noted that Real Estate Equities will present their concepts at a community meeting scheduled for March 19 from 6:00 to 8:00 p.m. at City Hall.

B. Letter to FCC Chairman Regarding Proposed Cable Franchise Fee Rulemaking

Butkowski explained that Dana Healy, North Suburban Access Corporation (CTV) Executive Director, asked each CTV city to write a letter to the FCC chairman regarding recent proposed rulemaking that could cut the City's franchise fee. The rule would allow Comcast to cut franchise fees by the amount of "in-kind" support they provide. What this "in-kind" support is and the value of it is have not been defined. The Council discussed their perspective on the value of community television and the services provided by CTV. Staff will finish the letter with comments made and provide to Dana for inclusion with other letters she is collecting that will be presented to Congresswoman Betty McCollum requesting action on the matter.

Dana Healy introduced Jared Wiedmeyer, CTV's Government and Public Coordinator, to discuss new opportunities and services CTV is offering to cities in the consortium. Among them are the opportunity for enhanced videos about events happening in the City. For example, CTV staff will be working with city staff on a video of the March 19 community meeting with Real Estate Equities and the April 16 Eustis Street and Roselawn Avenue pre-construction meeting.

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Set Agenda for Next Meeting

Administrator Butkowski stated that the March 12 council meeting may include an emergency management agreement, small wireless facilities ordinance, and the Abdo, Eick, and Meyers financial planning proposal.

Work Session

A. Opportunity for the Public to Address the City Council

Mayor Gaasch opened the floor to anyone in attendance that wanted to address the Council. There being no interested parties to speak, Mayor Gaasch closed the floor.

B. CTV Services and Opportunities Discussion with Executive Director Dana Healy

This item was discussed during the regular business portion of the meeting.

C. Community Development Update

Butkowski noted that the buyer and developer of Luther Seminary's land in Lauderdale attended a meeting to discuss the enhancements to Seminary Pond city staff have been working on with Capitol Regions Watershed District.

Adjournment

Councilor Moffatt moved and seconded by Councilor Dains to adjourn the meeting at 9:58 p.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline
Deputy City Clerk



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

Request for Council Action

To: Mayor and City Council
From: City Administrator
Meeting Date: March 12, 2019
Subject: List of Claims

The claims totaling \$89,401.90 are provided for City Council review and approval that includes check numbers 26294 to 26317.

Accounts Payable

Checks by Date - Detail by Check Date

User: MILES.CLINE
 Printed: 3/8/2019 2:00 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association PR Batch 50500.03.2019 PERA Coordinated PR Batch 50500.03.2019 PERA Coordinated	03/08/2019 PR Batch 50500.03.2019 PER PR Batch 50500.03.2019 PER	1,062.54 1,226.01
Total for this ACH Check for Vendor 43:				2,288.55
ACH	44	Minnesota Department of Revenue PR Batch 50500.03.2019 State Income Tax	03/08/2019 PR Batch 50500.03.2019 Stat	807.92
Total for this ACH Check for Vendor 44:				807.92
ACH	45	ICMA Retirement Corporation PR Batch 50500.03.2019 Deferred Comp PR Batch 50500.03.2019 Deferred Comp	03/08/2019 PR Batch 50500.03.2019 Def PR Batch 50500.03.2019 Def	1,008.18 1,338.63
Total for this ACH Check for Vendor 45:				2,346.81
ACH	46	Internal Revenue Service PR Batch 50500.03.2019 Federal Income Tax PR Batch 50500.03.2019 Medicare Employer Po PR Batch 50500.03.2019 FICA Employee Portio PR Batch 50500.03.2019 FICA Employer Portio PR Batch 50500.03.2019 Medicare Employee Pc	03/08/2019 PR Batch 50500.03.2019 Fed PR Batch 50500.03.2019 Mec PR Batch 50500.03.2019 FIC. PR Batch 50500.03.2019 FIC. PR Batch 50500.03.2019 Mec	1,568.52 275.24 1,176.95 1,176.95 275.24
Total for this ACH Check for Vendor 46:				4,472.90
Total for 3/8/2019:				9,916.18
26294	13 6681	8th Day Landscaping LLC February 2019 Snow Removal	03/12/2019	1,050.00
Total for Check Number 26294:				1,050.00
26295	20 410192 410192 410192	Abdo Eick & Meyers LLP 2018 Audit Prep 2018 Audit Prep 2018 Audit Prep	03/12/2019	594.44 2,774.09 594.45
Total for Check Number 26295:				3,962.98
26296	235 21787	Bradley Law LLC Small Cell Ordinance	03/12/2019	1,287.50
Total for Check Number 26296:				1,287.50
26297	33 032019	City of Falcon Heights January Fire Calls	03/12/2019	915.38
Total for Check Number 26297:				915.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
26298	36 0225618 0225652	City of Roseville February Phone Services February IT Services	03/12/2019	83.00 1,096.00
Total for Check Number 26298:				1,179.00
26299	29 3784	City of St Anthony March Police Services	03/12/2019	59,433.66
Total for Check Number 26299:				59,433.66
26300	25 EMCOM-007529 EMCOM-007544 EMCOM-007559	County of Ramsey February Fleet Support February CAD Services February 911 Dispatch Services	03/12/2019	6.24 222.13 1,083.73
Total for Check Number 26300:				1,312.10
26301	223 10299549162	Dell Marketing LP JB - Computer	03/12/2019	573.00
Total for Check Number 26301:				573.00
26302	59 744159091 744161102	Finance and Commerce Inc Advertise 2019 Infrastructure Improvement Proj Advertise 2019 Infrastructure Improvement Proj	03/12/2019	114.55 109.60
Total for Check Number 26302:				224.15
26303	61 9020517	Gopher State One Call February 2019 Locates	03/12/2019	6.75
Total for Check Number 26303:				6.75
26304	82 032019 032019	Home Depot Sand & Ice Melt Warming House Supplies	03/12/2019	24.91 31.46
Total for Check Number 26304:				56.37
26305	134 0086	Katrina Joseph February Legal Services	03/12/2019	925.00
Total for Check Number 26305:				925.00
26306	185 032019 032019 032019	Lauderdale Certified Auto Repair Inc February Fuel February Fuel February Fuel	03/12/2019	130.80 130.80 610.41
Total for Check Number 26306:				872.01
26307	1 032019 032019 032019	Lillie Suburban Newspapers Inc Publish Ordinance Publish Construction Project Publish Budget Summary	03/12/2019	86.25 43.13 112.13
Total for Check Number 26307:				241.51
26308	84 032019 032019	North Star Bank Cardmember Services JB Anniversary Plaque JB Anniversary Reception	03/12/2019	14.89 17.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 26308:	32.40
26309	12 2019-007	North Suburban Access Corporation January Webstreaming & Archiving	03/12/2019	272.57
			Total for Check Number 26309:	272.57
26310	75 032019 032019 032019 032019 032019 032019 032019 032019	Petty Cash Sam's Club - Membership Ax Man - DIP Supplies Staples - Credit Card Paper Home Depot - Bags for Shredded Paper Office Max - Copier Paper Sam's Club - Membership Staples - Copier Paper Office Max - Copier Paper	03/12/2019	45.00 12.75 21.46 2.45 8.80 52.36 64.40 49.89
			Total for Check Number 26310:	257.11
26311	47	Public Employees Insurance Program PR Batch 50500.03.2019 Dental PR Batch 50500.03.2019 Health Insurance	03/12/2019 PR Batch 50500.03.2019 Den PR Batch 50500.03.2019 Hea	116.10 2,095.98
			Total for Check Number 26311:	2,212.08
26312	109 032019	Ramsey County League of Local Governme 2019 Membership Dues	03/12/2019	175.00
			Total for Check Number 26312:	175.00
26313	4 18043 18043	The Neighborhood Recycling Company Inc January Multi-Family Recycling Unit January Single Unit Dwelling	03/12/2019	389.85 2,808.05
			Total for Check Number 26313:	3,197.90
26314	77 032019 032019	United States Postal Service 3 Rolls of Stamps 2 Rolls of Stamps	03/12/2019	165.00 110.00
			Total for Check Number 26314:	275.00
26315	3 379671415	US National Equipment Finance Inc Copier Contract	03/12/2019	149.00
			Total for Check Number 26315:	149.00
26316	7 8172759-0500-5	Waste Management Inc March Public Works	03/12/2019	396.47
			Total for Check Number 26316:	396.47
26317	74 628564693 628564693 628564693 628564693 628617810 628631577	Xcel Energy 1885 Fulham Street 1917 Walnut Street 1885 Fulham Street 1917 Walnut Street 2430 Larpenteur Avenue W Larpenteur Bridge Lights	03/12/2019	122.61 159.28 110.20 28.97 19.76 37.96
			Total for Check Number 26317:	478.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 3/12/2019:	79,485.72
			Report Total (28 checks):	89,401.90

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	<u> March 12, 2019 </u>
ITEM NUMBER	<u> Street Sweeping Quotes </u>
STAFF INITIAL	<u> HB </u>
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff received a quote from Mike McPhillips, Inc. Similar to last year, staff did not solicit additional quotes as Mike McPhillips has been the only company that consistently meets the City's expectations in terms of quality of sweep and attention to detail. Staff will solicit additional quotes if the Council would like.

OPTIONS:

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

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves contracting with Mike McPhillips, Inc. to perform the 2019 spring and fall street sweeping as presented.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

The City of Lauderdale is requesting a quote for sweeping in spring and fall in 2019 based upon the included maps. This is approximately 5.5 miles of streets. Timing of the sweeps will be coordinated by the Public Works Coordinator. The fall sweeping is expected to occur after the vast majority of the leaves have fallen.

PROCEDURE

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

CITY TO PROVIDE

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

CONTRACTOR TO PROVIDE

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

Please return the quote by Thursday, March 7, 2019. The City reserves the right to accept or reject quotes for any reason.

Company Name Mike McPhillips, Inc. Company Contact Michael Edge

Address 825 Concord Street North

City South St. Paul State MN Zip 55075

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

Type of Sweeper and Dump Trucks

Used Elgin Pelican sweepers, International & Peterbilt Dump Trucks

Total not to exceed (including labor): \$8,100.00

Cost per additional sweeping, if requested by the City (Hourly rate): \$ 95.00

Signature:  Date: 3/6/2019

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

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

This contract (the "Agreement") is made and entered into this 12th day of March, 2019, between the City of Lauderdale, Minnesota (the "City"), and Mike McPhillips, Inc., (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services:
 - Sweep streets, alleys, and parking lots per the attached plan.
 - This is approximately 5.5 miles of streets.
 - The timing of the sweepings will be coordinated with the City's Public Works Coordinator. The fall sweeping is expected to occur after the vast majority of the leaves have fallen.
 - All sweepings must be hauled away by the contractor at contractor's expense.
 - The first day of work must be a Tuesday, Wednesday, or Thursday. No street sweeping may be done on Monday.
2. Compensation. The City agrees to pay the Contractor an amount not to exceed the quoted price of \$8,100.00. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.
3. Term. This agreement is applicable for spring and fall street sweepings in 2019.
4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.
5. Insurance Requirements.
 - A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
 - B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit. The City shall be named as an additional insured.
 - C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.

D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

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

7. General Provisions.

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

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

City of Lauderdale, Minnesota

By: _____
Mary Gaasch, Mayor

Michael Edge, Mike McPhillips, Inc.
Contractor

And: _____
Heather Butkowski,
City Administrator

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 12, 2019

ITEM NUMBER Small Cell, Wireless Facilities

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last meeting, the Council took public comment on the proposed Small Wireless Facilities ordinance. Since then, small changes discussed were made namely in relation to insurance requirements and fees. Ordinance No. 19-02 will make a minor amendment to Title 7, Chapter 8 of City Code and create a new Title 7, Chapter 9 as well as amend the fee schedule. The ordinance is ready for adoption unless the Council has suggestions for changes.

Additionally, staff are preparing a resolution to allow for publication by title and summary that will be distributed on Monday.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Ordinance No. 19-02, An Ordinance to Enact a New Chapter of the Code of Ordinances Relating to Small Wireless Facilities, Establishing General Standards, a Permitting Process, General Permitting Conditions, and Other Requirements.

Motion to adopt Resolution No. 031219A—A Resolution Authorizing Publication of Ordinance No. 19-02 by Title and Summary.

CITY OF LAUDERDALE

ORDINANCE NO. 19-02

AN ORDINANCE TO ENACT A NEW CHAPTER OF THE CODE OF ORDINANCES RELATING TO SMALL WIRELESS FACILITIES, ESTABLISHING GENERAL STANDARDS, A PERMITTING PROCESS, GENERAL PERMITTING CONDITIONS, AND OTHER REQUIREMENTS.

WHEREAS, it is anticipated that Wireless Providers will increasingly rely on accessing the Public Right-of-Way of the City of Lauderdale, Minnesota (the “City”) to Collocate Small Wireless Facilities in order to provide improved service to their subscribers; and

WHEREAS, it is anticipated that Wireless Providers will more heavily depend on obtaining use of public infrastructure in the Public Right-of-Way, such as Utility Poles and other Wireless Support Structures, due to a much greater number of antennas being required to provide next generation wireless services; and

WHEREAS, it is anticipated that the increased number of antennas will result in economic benefits to the City and its residents; and

WHEREAS, the City desires through the passage of this ordinance to develop a process that will allow Wireless Providers to rapidly deploy Small Wireless Facilities while maintaining reasonable standards for the Public Right-of-Way within the City; and

WHEREAS, it is necessary and beneficial for the health, safety and welfare of the community to update the City’s zoning regulations for the Collocation of Small Wireless Facilities and installation or replacement of new Wireless Support Structures to accommodate Small Wireless Facilities; and

WHEREAS, it is important to accommodate the growing need and demand for telecommunications services while protecting the character of the City and its neighborhoods; and

WHEREAS, there is a need to establish standards for location, aesthetics, and compatibility for Small Wireless Facilities, Wireless Support Structures, and their uses; and

WHEREAS, there is a need to encourage the availability of affordable, high-speed internet and cellular telephone access for businesses and residents, acknowledging that a growing number of businesses are conducted from remote or off-site locations, that educational institutions increasingly incorporate online and distance learning methodologies, and that government participation and emergency service to the general public are enhanced by fast and reliable cellular and home internet connectivity; and

WHEREAS, there have been recent changes to the mandates of the Telecommunications Act of 1996, the Middle Class Tax Relief and Job Creation Act of 2012, and other applicable federal and

state laws, including, but not limited to, Minnesota Statutes Sections 237.162 and 237.163, that require the City to update its wireless regulations; and

WHEREAS, a mechanism for the permitting of Small Wireless Facilities, Micro Wireless Facilities, and distributed antenna systems telecommunication uses is in the best interest of the citizens of the City;

THE CITY COUNCIL OF THE CITY OF LAUDERDALE, RAMSEY COUNTY MINNESOTA ORDAINS:

SECTION I. Section 7-8-4 of Title 7, Chapter 8 of the Lauderdale City Code shall be amended by adding the following subsection D:

D: A permit issued under this Chapter does not authorize the collocation of a small wireless facility or the installation or replacement of a wireless support structure. To collocate a small wireless facility or install or replace a wireless support structure in the public right-of-way, a person must obtain a small wireless facility permit pursuant to the city of Lauderdale City Code Chapter 7-9.

SECTION II. Title 7 of the Lauderdale City Code is hereby amended to add new Chapter 9 as follows:

CHAPTER 9

SMALL WIRELESS FACILITIES

SECTIONS:

- 7-9-1: Purpose
- 7-9-2: Definitions
- 7-9-3: Small Wireless Facility Permit Applications
- 7-9-4: Establishment of General Standards
- 7-9-5: Small Wireless Facility Application Review Process
- 7-9-6: Small Wireless Facility Permit Conditions
- 7-9-7: Small Wireless Facility Permit Term
- 7-9-8: Denial or Revocation of a Small Wireless Facility Permit
- 7-9-9: City Inspection of a Small Wireless Facility or Wireless Support Structure
- 7-9-10: Abandonment
- 7-9-11: Removal of a Small Wireless Facility or Wireless Support Structure
- 7-9-12: Appeals
- 7-9-13: Insurance
- 7-9-14: Indemnification and Defense of City
- 7-9-15: Fees and Costs
- 7-9-16: Severability

7-9-1: PURPOSE

- A) General Purpose. The purpose of this Chapter is to establish specific requirements for obtaining a Small Wireless Facility Permit for the installation, mounting, modification, operation, and replacement of Small Wireless Facilities and installation or replacement of Wireless Support Structures by commercial Wireless Providers on public and private property, including in the Public Right-of-Way. A Small Wireless Facility Permit issued under this Chapter does not abrogate any other requirements imposed under another Title of the City Code of the City of Lauderdale, including, but not limited to, those requirements imposed by Title 8 Chapter 7 and Title 10 of the City Code of the City of Lauderdale.
- B) This Chapter does not apply to any Wireline Facilities, including Wireline Backhaul Facilities. A Wireless Provider must obtain a right-of-way permit pursuant to Title 7, Chapter 8 or other applicable authorization for use of the Public Right-of-Way to construct, install, replace, or modify any Wireline Backhaul Facility, such as fiber optic cable. The granting of a Small Wireless Facility Permit pursuant to this Chapter is not a grant of such authorization.

7-9-2: DEFINITIONS

In this Chapter, the following terms shall have the meaning ascribed to them below:

- A) “Administrator” shall mean the city administrator or their designee.
- B) “Applicable Law” shall mean all applicable federal, state, and local laws, codes, rules, regulations, orders, and ordinances, as the same be amended or adopted from time to time.
- C) “Applicant” shall mean any Person submitting a Small Wireless Facility Permit Application under this Chapter.
- D) “City” shall mean the City of Lauderdale, Minnesota.
- E) “Collocate” or “Collocation” shall mean to install, mount, maintain, modify, operate, or replace a Small Wireless Facility on, under, within, or adjacent to an existing Wireless Support Structure that is owned privately or by the City.
- F) “Days” shall be counted in calendar days unless otherwise specified. When the day, or the last day, for taking any action or paying any fee falls on Saturday, Sunday, or a Federal holiday, the action may be taken, or the fee paid, on the next succeeding secular or business day.
- G) “Decorative Pole” shall mean a Utility Pole owned, managed, or operated by or on behalf of the City or any other governmental entity that: (a) is specifically designed and placed for an aesthetic purpose; and (b)(i) on which a nondiscriminatory rule or code prohibits an appurtenance or attachment, other than: (A) a Small Wireless Facility, (B) a specialty designed informational or directional sign; or (C) a temporary holiday or special event attachment; or (ii) on which no appurtenance or attachment has been placed, other than:

- (A) a Small Wireless Facility, (B) a specialty designed informational or directional sign; or (C) a temporary holiday or special event attachment.
- H) “Design District” shall mean any district within the City within which architectural design elements are required.
- I) “Excavate” shall mean to dig into or in any way remove, physically disturb, or penetrate a part of a Public Right-of-Way.
- J) “FCC” and “Commission” shall mean the Federal Communications Commission.
- K) “Historic District” shall mean a geographically definable area, urban or rural, that possesses a significant concentration, linkage or continuity of sites, buildings, structures or objects united historically or aesthetically by plan or physical development. A district may also comprise individual elements separated geographically during the period of significance but linked by association or function.
- L) “Micro Wireless Facility” shall mean a Small Wireless Facility that is no larger than twenty-four (24) inches long, fifteen (15) inches wide, and twelve (12) inches high, and whose exterior antenna, if any, is no longer than eleven (11) inches.
- M) “Obstruct” shall mean to place a tangible object in a Public Right-of-Way so as to hinder free and open passage over that or any part of the Public Right-of-Way.
- N) “Permittee” shall mean a Person that has been granted a Small Wireless Facility Permit by the City.
- O) “Person” shall mean any individual, group, company, partnership, association, joint stock company, trust, corporation, society, syndicate, club, business, or governmental entity. “Person” shall not include the City.
- P) “Public Right-of-Way” shall mean the area on, below, or above a public roadway, highway, street, cartway, bicycle lane, and public sidewalk in which the City has an interest, including other dedicated rights-of-way for travel purposes and utility easement of the City.
- Q) “Small Wireless Facility Permit” shall mean a permit issued by the City authorizing the installation, mounting, maintenance, modification, operation, or replacement of a Small Wireless Facility or installation or replacement of a Wireless Support Structure in addition to Collocation of a Small Wireless Facility on the Wireless Support Structure.
- R) “Small Wireless Facility” shall mean: (a) a Wireless Facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than six (6) cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all its exposed elements could fit within an enclosure of no more than six (6) cubic feet; and (ii) all other wireless equipment associated with the Small Wireless Facility, excluding electric meters, concealment elements, telecommunications demarcation boxes, battery backup power systems, grounding equipment, power transfer switches, cutoff switches, cable, conduit, vertical cable runs for the connection of power and other services,

and any equipment concealed from public view within or behind an existing structure or concealment, is in aggregate no more than twenty-eight (28) cubic feet in volume; or(b) a Micro Wireless Facility.

- S) “Utility Pole” shall mean a pole that is used in whole or in part to facilitate telecommunications or electric service. It does not include a traffic signal pole.
- T) “Wireless Facility” shall mean equipment at a fixed location that enables the provision of Wireless Service between user equipment and a wireless service network, including: (a) equipment associated with Wireless Service; (b) a radio transceiver, antenna, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration; and (c) a Small Wireless Facility. “Wireless Facility” does not include: (a) Wireless Support Structures; (b) Wireline Backhaul Facilities; or (c) Coaxial or fiber-optic cables (i) between Utility Poles or Wireless Support Structures, or (ii) that are not otherwise immediately adjacent to or directly associated with a specific antenna.
- U) “Wireless Provider” shall mean a provider of Wireless Service, including, but not limited to, radio communication service carried on between mobile stations or receivers and land stations, and by mobile stations communicating among themselves and which permits a user generally to receive a call that originates and/or terminates on the public switched network or its functional equivalent, regardless of the radio frequencies used.
- V) “Wireless Service” shall mean any service using licensed or unlicensed wireless spectrum, including the use of Wi-Fi, whether at a fixed location or by means of a mobile device, that is provided using Wireless Facilities. Wireless Service does not include services regulated under Title VI of the Communications Act of 1934, as amended, including a cable service under United States Code, title 47, section 522, clause (6).
- W) “Wireless Support Structure” shall mean a new or existing structure in a Public Right-of-Way designed to support or capable of supporting Small Wireless Facilities, including, but not limited to, a Utility Pole or a building, as reasonably determined by the City.
- X) “Wireline Backhaul Facility” shall mean a facility used to transport communications data by wire from wireless facility to a communications network.

7-9-3: SMALL WIRELESS FACILITY PERMIT APPLICATIONS

- A) Application Form. The Administrator shall develop and make publicly available a form Application. To the extent possible, the Administrator shall allow for Applications to be consolidated pursuant to this Section. A complete Application must be submitted for each Small Wireless Facility Permit desired.
- B) Consolidated Applications. A Wireless Provider may apply for up to 15 Small Wireless Facility Permits in a Consolidated Application, provided all Small Wireless Facilities in the Consolidated Application are located within a two-mile radius, consist of substantially similar equipment, and are to be Collocated on similar types of Wireless Support Structures. The City shall review a Consolidated Application as allowed by this Chapter.

If necessary, the applied for Small Wireless Facility Permits in a Consolidated Application may be approved or denied individually, but the City may not use the denial of one or more permits as a basis to deny all Small Wireless Facility Permits in a Consolidated Application. Any Small Wireless Facility Permits denied in a Consolidated Application shall be subject to a single appeal.

- C) Information Not Required. The City shall not require an Applicant to provide any information that:
1. Has previously been provided to the City by the Applicant in a Small Wireless Facility Permit Application, if the Applicant provides specific reference to the previous Application containing the information sought by the City and the previous information remains unchanged; and
 2. Is not reasonably necessary to review a Small Wireless Facility Permit Application for compliance with generally applicable and reasonable health, safety, and welfare regulations, and to demonstrate compliance with applicable Federal Communications Commission regulations governing audio frequency exposure, or other information required by this Chapter.

7-9-4: ESTABLISHMENT OF GENERAL STANDARDS.

- A) General Standards. The City Council shall establish and approve by resolution a set of standards for the installation, mounting, maintenance, modification, operation, or replacement of Small Wireless Facilities and placing new or replacement Wireless Support Structures in the Public Right-of-Way applicable to all Permittees under this Chapter (the "General Standards"). The General Standards shall include, but not be limited to, information to be required in a Small Wireless Facility Permit Application, design standards, construction standards, aesthetic standards, a form Application, permitting conditions, insurance and security requirements, and Rates and Fees.
- B) Design Standards. Any design standards established by the Administrator shall be: (a) reasonable and nondiscriminatory, and (b) include additional installation and construction details that do not conflict with this Chapter, including, but not limited to, a requirement that: (i) an industry standard pole load analysis be completed and submitted an the City, indicating that the Wireless Support Structure to which the Small Wireless Facility is to be attached will safely support the load, and (ii) Small Wireless Facility equipment on new and existing Wireless Support Structures be placed higher than fifteen (15) feet above ground level. The Administrator shall additionally include the following in any design standards established under this Chapter:
1. Any Wireless Support Structure installed in the Public Right-of-Way after May 31, 2017 may not exceed fifty (50) feet above ground level, unless the City agrees to a greater height, subject to local zoning regulations, and may be subject to separation requirements in relation to other Wireless Support Structures.
 2. Any Wireless Support Structure replacing an existing Wireless Support Structure that is more than fifty (50) feet above ground level may be placed at the height of

the existing Wireless Support Structure, unless the City agrees to a greater height, subject to zoning regulations.

3. Wireless Facilities constructed in the Public Right-of-Way after May 31, 2017 may not extend more than ten (10) feet above an existing Wireless Support Structure in place as of May 31, 2017.
 4. If necessary to Collocate a Small Wireless Facility, a Wireless Provider may replace a Decorative Pole, if the replacement pole reasonably conforms to the design and aesthetic qualities of the displaced Decorative Pole.
 5. A Wireless Provider shall comply with the City's requirements to install facilities underground, including, without limitation, compliance with Section 7-8-25 of the City Code of the City of Lauderdale.
 6. All Small Wireless Facilities Collocated or Wireless Support Structures installed in a Design District or Historic District shall comply with any design or concealment or other measures required by the City.
- C) Construction Standards. Any construction standards established by the Administrator shall include at least the following terms and conditions:
1. Compliance with Applicable Law. To the extent this requirement is not preempted or otherwise legally unenforceable, a Permittee shall comply with all Applicable Law and applicable industry standards.
 2. Prevent Interference. A Permittee shall Collocate, install, and continuously operate any authorized Small Wireless Facilities and Wireless Support Structures in a manner that prevents interference with other Wireless Facilities and other facilities in the Right-of-Way and the operation thereof. With appropriate permissions from the City, a Permittee shall, as is necessary for the safe and reliable operation, use, and maintenance of an authorized Small Wireless Facility or Wireless Support Structure, maintain trees as prescribed by standards promulgated by the City.
 3. Other Rights Not Affected. A Permittee shall not construe a contract, permit, correspondence, or other communication from the City as affecting a right, privilege, or duty previously conferred or imposed by the City to or on another Person.
 4. Restoration. A Permittee, after any excavation of a Public Right-of-Way, shall provide for restoration of the affected Public Right-of-Way and surrounding areas, including the pavement and its foundation, to the same condition that existed before the excavation. If a Permittee fails to adequately restore the Public Right-of-Way within a specified date, the City may:
 - a) itself restore the Public Right-of-Way and recover from the Permittee the reasonable costs of the surface restoration; or

- b) recover from the Permittee a reasonable degradation fee associated with a decrease in the useful life of the Public Right-of-Way caused by the excavation.

A Permittee that disturbs uncultivated sod in the excavation or obstruction of the Public Right-of-Way shall plant grasses that are native to Minnesota and, wherever practicable, that are of the local eco-type, as part of the restoration required under this Section, unless the owner of the real property over which the Public Right-of-Way traverses objects. In restoring the Public Right-of-Way, the Permittee shall consult with the City of Wildlife Conservation regarding the species of native grasses that conform to the requirements of this paragraph.

- 5. Permittee's Liability. A Permittee is solely responsible for the risk and expense of the Collocation of the Permittee's Small Wireless Facility and installing or replacing the Permittee's Wireless Support Structure. The City neither warrants nor represents that any area within the Public Right-of-Way is suitable for such Collocation or installation or replacement. A Permittee shall accept the Public Right-of-Way "as is" and "where is" and assumes all risks related to any use. The City is not liable for damage to Small Wireless Facilities due to an event of damage to a Wireless Support Structure in the Public Right-of-Way.

7-9-5: SMALL WIRELESS FACILITY APPLICATION REVIEW PROCESS.

- A) Eligibility for Review. An Application shall be eligible for review if the Application conforms to the General Standards adopted by the Administrator.
- B) Authorization. A Small Wireless Facility Permit issued pursuant to any Application processed hereunder shall authorize: (1) the installation, mounting, modification, operation, and replacement of a Small Wireless Facility in the Public Right-of-Way or City-owned property; or (2) construction of a new, or replacement of an existing, Wireless Support Structure, and Collocation of a Small Wireless Facility on the Wireless Support Structure.
- C) Review Process. An Application submitted pursuant to this Section shall be reviewed as follows:
 - 1. Submission of Application. Applicant shall submit a complete Application accompanied by the appropriate application fee as set forth in Section 7-9-15 (Fees and Costs) to the City. Prior to submitting a Small Wireless Facility Permit Application, an Applicant shall inspect any Wireless Support Structure on which it proposes to Collocate a Small Wireless Facility and determine, based on a structural engineering analysis by a Minnesota registered professional engineer, the suitability of the Wireless Support Structure for the proposed Collocation. The structural engineering analysis shall be submitted to the City with the Application, and shall certify that the Wireless Support structure is capable of safely supporting the proposed Small Wireless Facility considering conditions at the proposed location, including the condition of the Public Right-of-Way, hazards from traffic,

exposure to wind, snow and/or ice, and other conditions affecting the proposed Small Wireless Facility that may be reasonably anticipated.

2. Application Review Period. The City shall, within sixty (60) days after the date a complete Application for the Collocation is submitted to the City, issue or deny a Small Wireless Facility Permit pursuant to the Application. The City shall, within ninety (90) days after the date a complete Application for a new or replacement Wireless Support Structure in addition to the Collocation of a Small Wireless Facility is submitted to the City, issue or deny a Small Wireless Facility Permit pursuant to the Application. If the City receives applications within a single seven-day period from one or more Applicants seeking approval of Small Wireless Facility Permits for more than thirty (30) Small Wireless Facilities or ten (10) Wireless Support Structures, the City may extend the 90-day review period of this Chapter by an additional 30 days. If the City elects to invoke this extension, it must inform in writing any Applicant to whom the extension will be applied.
3. Completeness Determination. The City shall review a Small Wireless Facility Permit Application for completeness following submittal. The City shall provide a written notice of incompleteness to the Applicant within ten (10) days of receipt of the Application, clearly and specifically delineating all missing documents or information. Information delineated in the notice is limited to documents or information publicly required as of the date of application and reasonably related to the City's determination of whether the proposed equipment falls within the definition of a Small Wireless Facility and whether the proposed deployment satisfies all health, safety, and welfare regulations applicable to the Small Wireless Facility Permit request complies with this Chapter and applicable Standards promulgated by the City. If an Applicant fails to respond to the City's notice of incompleteness within ninety (90) days, the Application shall be deemed expired and no Small Wireless Facility Permit shall be issued. Upon an Applicant's submittal of additional documents or information in response to a notice of incompleteness, the City shall within ten (10) days of submission notify the applicant in writing of any information requested in the initial notice of incompleteness that is still missing. Second or subsequent notices of incompleteness may not specify documents or information that were not delineated in the original notice of incompleteness.
4. Reset and Tolling of Review Period. In the event that a Small Wireless Facility Permit Application is incomplete, and the City has provided a timely and complete written notice of incompleteness, then the applicable review period shall be reset, pending the time between when a notice is mailed and the submittal of information in compliance with the notice. Subsequent notices shall toll the applicable review period. An Applicant and the City can mutually agree in writing to toll the applicable review period at any time.
5. Moratorium Prohibited. Notwithstanding any Applicable Law to the contrary, including, but not limited to, Minnesota Statutes Sections 394.34 and 462.355, the City shall not establish any moratorium with respect to the filing, receiving, or

processing of applications for Small Wireless Facility Permits, or issuing or approving Small Wireless Facility Permits.

6. Nondiscriminatory Processing of Applications. The City shall ensure that any Application processed under this Chapter is performed on a nondiscriminatory basis.
7. Permit Not Required. A Permittee shall provide 30 days advance written notice to the City, but shall not be required to obtain a Small Wireless Facility Permit, or pay an additional Small Wireless Facility Permit fee for:
 - a) routine maintenance;
 - b) the replacement of a Small Wireless Facility with a Small Wireless Facility that is substantially similar to or smaller in size; or
 - c) the installation, placement, maintenance, operation, or replacement of a Micro Wireless Facility that is strung on a cable between existing Utility Poles, in compliance with the National Electrical Safety Code.

7-9-6: SMALL WIRELESS FACILITY PERMIT CONDITIONS

- A) General Conditions of Approval. In processing and approving a Small Wireless Facility Permit, the City shall condition its approval on compliance with:
 1. Generally applicable and reasonable health, safety, and welfare regulations consistent with the City's Public Right-of-Way management;
 2. Reasonable accommodations for a Decorative Pole;
 3. Any reasonable restocking, replacement, or relocation requirements when a new Wireless Support Structure is placed in the Public Right-of-Way;
 4. Construction of the proposed Small Wireless Facility within six (6) months from the date the Small Wireless Facility Permit is issued;
 5. Obtaining additional authorization for use of the Public Right-of-Way for the construction of Wireline Backhaul Facilities or any other wired facilities;
 6. Compliance with the City's General Standards; and
 7. Compliance with all Applicable Law.
- B) Generally Applicable and Reasonable Health, Safety, and Welfare Regulations. Generally applicable and reasonable health, safety, and welfare regulations for purposes of this Section include, without limitation, the following:
 1. A structural engineering analysis by a Minnesota registered professional engineer certifying that a Wireless Support Structure can reasonably support a proposed

Small Wireless Facility considering the conditions of the street, the anticipated hazards from traffic to be encountered at the proposed location, and any wind, snow, ice, or other conditions that may be reasonably anticipated at the proposed location;

2. A determination by the City that, based upon reasonable engineering judgment, a proposed Small Wireless Facility is of excessive size or weight or would otherwise subject a Wireless Support Structure to an unacceptable level of stress;
3. A determination by the City that, based upon reasonable engineering judgment, a proposed Small Wireless Facility would cause undue harm to the reliability or integrity of the City's electrical infrastructure or would likely violate generally applicable electrical or engineering principles;
4. A determination by the City that a proposed Small Wireless Facility presents an unreasonable safety hazard as specifically and reasonably identified by the City;
5. A determination by the City that a proposed Small Wireless Facility impairs the City's ability to operate or maintain the Public Right-of-Way; or
6. A determination by the City that a proposed Small Wireless Facility cannot be placed due to insufficient capacity and the infrastructure cannot be modified or enlarged consistent with the requirements of this Chapter and the City's General Standards;
7. A determination by the City that a proposed Small Wireless Facility is in violation of the National Electric Safety Code or Applicable Law.

C) Authorized Use. An approval of a Small Wireless Facility Permit under this Section authorizes the Collocation of a Small Wireless Facility on an existing Wireless Support Structure to provide Wireless Services, or the installation or replacement of a Wireless Support Structure and Collocation of a Small Wireless Facility, and shall not be construed to confer authorization to:

1. provide any service other than Wireless Service;
2. construct, install, maintain, or operate any Small Wireless Facility or Wireless Support Structure in a Right-of-Way other than the approved Small Wireless Facility or Wireless Support Structure; or
3. install, place, maintain, or operate a Wireline Backhaul Facility in the Right-of-Way.

D) Other Permits Required. Any Person desiring to obstruct or perform excavation in a Public Right-of-Way within the City for purposes of Collocating a Small Wireless Facility or installing or replacing a Wireless Support Structure shall, consistent with Section 7-8-9 of the City Code of the City of Lauderdale, obtain the necessary permit from the City prior to conducting any such activities.

- E) Exclusive Arrangements Prohibited. The City shall not enter into an exclusive arrangement with any Person for use of a Public Right-of-Way for the Collocation of a Small Wireless Facility or for the installation or operation of a Wireless Support Structure.
- F) Unauthorized Small Wireless Facility. No Person shall install, mount, modify, operate, or replace a Small Wireless Facility in the Public Right-of-Way or on City-owned property, or install or replace a Wireless Support Structure without first obtaining a Small Wireless Facility Permit from the City.
1. If an unauthorized Small Wireless Facility or Wireless Support Structure is discovered, the City shall provide written notice to the owner of the unauthorized Small Wireless Facility within five (5) days of discovery of the unauthorized Small Wireless Facility. If an owner of an unauthorized Small Wireless Facility or Wireless Support Structure cannot be reasonably identified, the City need not provide any written notice.
 2. If the owner of an unauthorized Small Wireless Facility or Wireless Support Structure can be reasonably identified, the City may remove the unauthorized Small Wireless Facility or Wireless Support Structure without incurring liability to the owner of the Small Wireless Facility or Wireless Support Structure and at the owner's sole expense no sooner than five (5) days after providing notice of the City's discovery of the unauthorized Small Wireless Facility or Wireless Support Structure to the owner.
 3. If the owner of an unauthorized Small Wireless Facility or Wireless Support Structure cannot be reasonably identified, the City may remove the unauthorized Small Wireless Facility or Wireless Support Structure without incurring liability to the owner of the Small Wireless Facility or Wireless Support Structure and at the owner's sole expense.
- G) Relocation. The City may require a Permittee to relocate or modify a Small Wireless Facility or Wireless Support Structure in a Public Right-of-Way or on City-owned property in a timely manner and at the Permittee's cost if the City determines that such relocation or modification is required to protect public health, safety and welfare, or to prevent interference with other facilities authorized pursuant to this chapter, or to prevent interference with public works projects of the City.
- H) Security Required. Each Permittee shall submit and maintain with the City a bond, cash deposit, or other security acceptable to the City, in a form and amount determined by the City in accordance with the General Standards, securing the faithful performance of the obligations of the Permittee and its agents under any and all Small Wireless Facility Permits issued to the Permittee under this Chapter. If, in accordance with this Chapter, the City deducts any amounts from such security, the Permittee must restore the full amount of the security prior to the City's issuance of any subsequent Small Wireless Facility Permit. The City shall return or cancel the security should the Permittee cease to operate any Small Wireless Facilities in the Right-of-Way.

- I) Payment of Fees Required. A Small Wireless Facility Permit shall not be issued prior to the complete payment of all applicable Fees.
- J) Notice of Assignment Required. A Permittee upon or within ten (10) calendar days after transfer, assignment, conveyance, or sublet of an attachment that changes the permit and/or billing entity or ownership responsibilities shall provide written notification to the City.

7-9-7: SMALL WIRELESS FACILITY PERMIT TERM.

- A) Term. A Small Wireless Facility Permit for a Small Wireless Facility in the Public Right-of-Way shall have a term equal to the length of time that the Small Wireless Facility is in use, unless the Small Wireless Facility Permit is revoked under this Chapter or is otherwise allowed to be limited by Applicable Law. The term for all other Small Wireless Facility Permits shall be for a period of up to ten (10) years.

7-9-8: DENIAL OR REVOCATION OF A SMALL WIRELESS FACILITY PERMIT.

- A) Permit Denial. The City may deny any Small Wireless Facility Permit if the Applicant does not comply with all provisions of this Chapter, or if the City determines that the denial is necessary to protect public health, safety, and welfare, or when necessary to protect the Public Right-of-Way and its current use.
- B) Permit Revocation. The City may revoke a Small Wireless Facility Permit, with or without refund, in the event of a substantial breach of the terms and conditions of any statute, ordinance, rule, or regulation, or any material condition of the Small Wireless Facility Permit. A substantial breach includes, but is not limited to, the following:
 - 1. a material violation by act or omission of a provision of a Small Wireless Facility Permit;
 - 2. an evasion or attempt to evade any material provision of a Small Wireless Facility Permit, or the perpetration or attempt to perpetrate any fraud or deceit upon the City or its citizens;
 - 3. a material misrepresentation of fact in a Small Wireless Facility Permit Application;
 - 4. a failure to correct, in a timely manner, Collocation of a Small Wireless Facility or installation or replacement of a Wireless Support Structure that does not conform to applicable standards, conditions, or codes, upon inspection and notification by the City of the faulty condition;
 - 5. a Permittee fails to make timely payments of any fees due, and does not correct such failure within twenty (20) days after receipt of written notice by the City of such failure;
 - 6. a Permittee becomes insolvent, unable or unwilling to pay its debts, is adjudged bankrupt, or all or part of its Small Wireless Facilities or Wireless Support

Structures are sold under an instrument to secure a debt and is not redeemed by the Permittee within sixty (60) days; or

7. a failure to complete Collocation of a Small Wireless Facility or installation, modification, or replacement of a Wireless Support Structure within two-hundred seventy (270) days of the date a Small Wireless Facility Permit authorizing such activity is granted, unless the City and the Permittee agree to extend the two-hundred seventy day period or there is a lack of commercial power or communications transport infrastructure to the installation site.

- C) Written Notice Required. Any denial or revocation of a Small Wireless Facility Permit shall be made in writing and shall document the basis for the denial or revocation. The City shall notify the Applicant or Permittee in writing within three (3) days of a decision to deny or revoke a Small Wireless Facility Permit. If a Small Wireless Facility Permit Application is denied, the Applicant may cure the deficiencies identified by the City and submit its Application. If the Applicant resubmits the Application within thirty (30) days of receiving written notice of the denial, it may not be charged an additional filing or processing fee. The City must approve or deny the revised application within thirty (30) days after the revised application is submitted. If Small Wireless Facility Permit or Wireless Support Structure Permit is revoked, the Small Wireless Facility or Wireless Support Structure shall be subject to removal in accordance with Section 7-9-11 (Removal of a Small Wireless Facility or Wireless Support Structure).

7-9-9: CITY INSPECTION OF A SMALL WIRELESS FACILITY OR WIRELESS SUPPORT STRUCTURE.

- A) Inspection Permitted. The City may inspect, at any time, a Permittee's Collocation of a Small Wireless Facility or installation or replacement of a Wireless Support Structure. The City shall determine during an inspection whether the Permittee's Small Wireless Facility or Wireless Support Structure is in accordance with the requirements of the Permittee's applicable Small Wireless Facility Permit and other Applicable Law.
- B) Suspension of Activities. During an inspection, if the City determines that a Permittee has violated any material term of the Permittee's Small Wireless Facility Permit or this Chapter, the City may suspend the Permittee's Small Wireless Facility Permit. The City shall provide prompt written notice of any suspension to a Permittee, including the violations giving rise to the suspension. A suspension under this Paragraph is effective until a Permittee corrects the alleged violation(s), at the Permittee's sole expense. If the violation(s) are not corrected within thirty (30) days after the date of such notice, the Small Wireless Facility or Wireless Support Structure shall be subject to removal in accordance with Section 7-9-11 (Removal of a Small Wireless Facility or Wireless Support Structure). A Permittee may appeal any suspension issued under this paragraph to the City as provided in Section 7-9-12 (Appeals).

7-9-10: ABANDONMENT

- A) Abandoned Small Wireless Facilities and Wireless Support Structures. Where a Small Wireless Facility or Wireless Support Structure is not properly maintained or has not been used for the primary purpose of providing Wireless Services for twelve (12) consecutive months, the City may designate the Small Wireless Facility or Wireless Support Structure as abandoned. The City shall provide written notice to a Permittee within ten (10) days of the Permittee's Small Wireless Facility or Wireless Support Structure being designated as abandoned.

7-9-11: REMOVAL OF A SMALL WIRELESS FACILITY OR WIRELESS SUPPORT STRUCTURE.

- A) Removal Permitted. The City may remove, at Permittee's expense, or require a Permittee to remove, any Small Wireless Facility or Wireless Support Structure if:
1. The Small Wireless Facility Permit or Wireless Support Structure Permit is revoked under this Chapter or expires without renewal; or
 2. The Small Wireless Facility or Wireless Support Structure is designated by the City as abandoned under Section 7-9-10 (Abandonment).
- B) Notice to Permittee; Time to Remove: The City shall provide written notice to the Permittee that it must remove a Small Wireless Facility or Wireless Support Structure under this section, including the reasons therefor. If the Permittee does not remove the Small Wireless Facility or Wireless Support Structure within thirty (30) days after the date of such notice, the City may remove it at the Permittee's expense without further notice to the Permittee.

7-9-12: APPEALS.

- A) Appeal. An Applicant or Permittee may have the denial or revocation of a Small Wireless Facility Permit, or fees and costs required by this Chapter reviewed, upon written request, by the City Council or its designee. The City Council or its designee shall act on a timely written request at its next regularly scheduled meeting. A decision by the City Council or its designee affirming a denial, revocation, or fee shall be in writing and supported by written findings establishing the reasonableness of the decision.

7-9-13: INSURANCE.

- A) Minimum Coverage. The City shall require that each Permittee maintain in full force and effect, throughout the term of a Small Wireless Facility Permit, an insurance policy or policies issued by an insurance company or companies satisfactory to the City's Risk Manager. Such policy or policies shall, at a minimum, afford insurance covering all of the Permittee's operations, vehicles, employees, agents, subcontractors, successors, and assigns as follows:

1. Workers' compensation, in statutory amounts, with employers' liability limits not less than \$500,000 per each accident, injury, or illness;
2. Commercial general liability insurance with limits not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including contractual liability, personal injury, products and completed operations;
3. Commercial automobile liability insurance with limits not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage, including owned, non-owned and hired auto coverage, as applicable; and
4. Contractors' pollution liability insurance, on an occurrence form, with limits not less than \$2,000,000 each occurrence combined single limit for bodily injury and property damage and any deductible not to exceed twenty-five thousand dollars (\$25,000) each occurrence.

B) Insurance Requirements. Each Permittee's insurance policy or policies are subject to the following:

1. Said policy or policies shall include the City and its officers and employees jointly and severally as additional insureds, shall apply as primary insurance, shall stipulate that no other insurance effected by the City will be called on to contribute to a loss covered thereunder, and shall provide for severability of interests.
2. Said policy or policies shall provide that an act or omission of one insured, which would void or otherwise reduce coverage, shall not reduce or void the coverage as to any other insured. Said policy or policies shall afford full coverage for any claims based on acts, omissions, injury, or damage which occurred or arose, or the onset of which occurred or arose, in whole or in part, during the policy period.
3. Said policy or policies shall be endorsed to provide thirty (30) calendar days advance written notice of cancellation or any material change to the City.
4. Should any of the required insurance be provided under a claims-made form, a Permittee shall maintain such coverage continuously throughout the term of a Small Wireless Facility Permit, and, without lapse, for a period of three (3) years beyond the expiration or termination of the Small Wireless Facility Permit, to the effect that, should occurrences during the term of the Small Wireless Facility Permit give rise to claims made after expiration or termination of the Small Wireless Facility Permit, such claims shall be covered by such claims-made policies.
5. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall be double the occurrence or claims limits specified herein.

C) Indemnity Obligation. Such insurance shall in no way relieve or decrease a Permittee's or its agent's obligation to indemnify the City pursuant to this Chapter.

- D) Proof of Insurance. Before the City will issue a Small Wireless Facility Permit, an Applicant shall furnish to the City certificates of insurance and additional insured policy endorsements with insurers that are authorized to do business in the State of Minnesota and that are satisfactory to the City evidencing all coverages set forth herein.

7-9-14: INDEMNIFICATION AND DEFENSE OF CITY.

- A) Indemnification of City. As a condition of issuance of a Small Wireless Facility Permit, each Permittee agrees on its behalf and on behalf of its agents, successors, or assigns, to indemnify, defend, protect, and hold harmless the City from and against any and all claims of any kind arising against the City as a result of the issuance of the Small Wireless Facility Permit including, but not limited to, a claim allegedly arising directly or indirectly from the following:
1. Any act, omission, or negligence of a Permittee or its any agents, successors, or assigns while engaged in the permitting or Collocation of any Small Wireless Facility or installation or replacement of any Wireless Support Structure, or while in or about the Public Right-of-Way that are subject to the Small Wireless Facility Permit for any reason connected in any way whatsoever with the performance of the work authorized by the Small Wireless Facility Permit, or allegedly resulting directly or indirectly from the permitting or Collocation of any Small Wireless Facility or installation or replacement of any Wireless Support Structure authorized under the Small Wireless Facility Permit;
 2. Any accident, damage, death, or injury to any of a Permittee's contractors or subcontractors, or any officers, agents, or employees of either of them, while engaged in the performance of Collocation of any Small Wireless Facility or installation or replacement of any Wireless Support Structure authorized by a Small Wireless Facility Permit, or while in or about the Public Right-of-Way that are subject to the Small Wireless Facility Permit, for any reason connected with the performance of the work authorized by the Small Wireless Facility Permit, including from exposure to radio frequency emissions;
 3. Any accident, damage, death, or injury to any Person or accident, damage, or injury to any real or personal property in, upon, or in any way allegedly connected with the Collocation of any Small Wireless Facility or installation or replacement of any Wireless Support Structure authorized by a Small Wireless Facility Permit, or while in or about the Public Right-of-Way that are subject to the Small Wireless Facility Permit, from any causes or claims arising at any time, including any causes or claims arising from exposure to radio frequency emissions; and
 4. Any release or discharge, or threatened release or discharge, of any hazardous material caused or allowed by a Permittee or its agents about, in, on, or under the Public Right-of-Way.
- B) Defense of City. Each Permittee agrees that, upon the request of the City, the Permittee, at no cost or expense to the City, shall indemnify, defend, and hold harmless the City against

any claims as set forth in this Section, regardless of the alleged negligence of the City or any other party, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Each Permittee acknowledges and agrees that it has an immediate and independent obligation to defend the City from any claims that actually or potentially fall within the indemnity provision, even if the allegations are or may be groundless, false, or fraudulent, which obligation arises at the time such claim is tendered to the Permittee or its agent by the City and continues at all times thereafter. Each Permittee further agrees that the City shall have a cause of action for indemnity against the Permittee for any costs the City may be required to pay as a result of defending or satisfying any claims that arise from or in connection with a Small Wireless Facility Permit, except only for claims resulting directly from the sole negligence or willful misconduct of the City. Each Permittee further agrees that the indemnification obligations assumed under a Small Wireless Facility Permit shall survive its expiration or completion of Collocation of any Small Wireless Facility authorized by the Small Wireless Facility Permit.

- C) Additional Requirements. The City may specify in a Small Wireless Facility Permit such additional indemnification requirements as are necessary to protect the City from risks of liability associated with the Permittee's Collocation of any Small Wireless Facility or installation or replacement of any Wireless Support Structure.

7-9-15: FEES AND COSTS.

- A) Application Fees. The City shall charge a fee for reviewing and processing a Small Wireless Facility Permit Application. The purpose of this fee is to enable the City to recover its costs directly associated with reviewing a Small Wireless Facility Permit Application.

1. The City shall charge a fee of \$500 for a Small Wireless Facility Permit Application seeking to Collocate up to five (5) Small Wireless Facilities. This fee shall increase by \$100 for each additional Small Wireless Facility that an Applicant seeks to Collocate.
2. The City shall charge a fee of \$1,000 for a Small Wireless Facility Permit Application seeking to install or replace a Wireless Support Structure in addition to Collocating of a Small Wireless Facility on the Wireless Support Structure.

Commencing January 1, 2020, the City shall adjust the Application Fees annually by the consumer price index for the Minneapolis-St. Paul area.

- B) Annual Small Wireless Facility Permit Fee. The City shall charge an Annual Small Wireless Permit Fee for each Small Wireless Facility Permit issued to a Permittee. The Annual Small Wireless Permit Fee shall be approved by the City Council and listed in the City's Fee Schedule. The Annual Small Wireless Permit Fee shall be based upon the recovery of the City's rights-of-way management costs.
- C) City-Owned Wireless Support Structure Fees. The City shall charge the following fees to the owner of any Small Wireless Facility Collocated on a Wireless Support Structure owned by the City or its assigns located in the Public Right-of-Way:

1. \$150 per year for rent to occupy space on the Wireless Support Structure;
 2. \$25 per year for maintenance associated with the space occupied on the Wireless Support Structure; and
 3. a monthly fee for electricity used to operate the Small Wireless Facility, if not purchased directly from a utility, at the rate of:
 - a) \$73 per radio node less than or equal to 100 max watts;
 - b) \$182 per radio node over 100 max watts; or
 - c) the actual costs of electricity, if the actual costs exceed the above.
- D) City-Owned Property Fees. The City shall charge an annual fee for collocating Small Wireless Facilities on City-owned property not located in the public right-of-way. The City shall determine a fee on a per location and per request basis.
- E) Discretion to Require Additional Fees. In instances where the review of a Small Wireless Facility Permit Application is or will be unusually costly to the City, the Administrator, in his or her discretion, may, after consulting with other applicable cities, agencies, boards, or commissions, require an Applicant to pay a sum in excess of the other fee amounts charged pursuant to this Section. This additional sum shall be sufficient to recover the actual, reasonable costs incurred by the City and/or other cities, agencies, boards, or commissions, in connection with a Small Wireless Facility Permit Application and shall be charged on a time and materials basis. Whenever additional fees are charged, the Administrator, upon request, shall provide in writing the basis for the additional fees and an estimate of the additional fees. The City may not require a fee imposed under this Chapter through the provision of in-kind services by an Applicant as a condition of consent to use to City's Public Right-of-Ways or to obtain a Small Wireless Facility Permit.
- F) Reimbursement of City Costs. The City may determine that it requires the services of an expert in order to evaluate a Small Wireless Facility Permit Application. In such cases, the City shall not issue a Small Wireless Facility Permit pursuant to the Application unless the Applicant agrees to reimburse the City for the actual, reasonable costs incurred for the services of a technical expert.

7-9-16: SEVERABILITY.

- A) Severability. If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Chapter or any part thereof is for any reason held to be unconstitutional, invalid, or ineffective by any court of competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining portions of this Chapter or any part thereof.\

SECTION III. The City's fee schedule is hereby amended by adding the following fees:

Annual Small Wireless Permit Fee	\$250.00
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SECTION IV. This ordinance shall be effective upon its adoption and publication.

Adopted by the City Council of the City of Lauderdale this 12th day of March, 2019.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review on the 19th day of March, 2019.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date March 12, 2019
ITEM NUMBER Police Contract Renewal
STAFF INITIAL AB
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In 2014, the city council entered into a five-year agreement with the city of St. Anthony for police services. That agreement expires at the end of 2019. The agreement is included as it hasn't been reviewed by the Council as a whole for sometime.

During the five years of the contract, St. Anthony capped annual rate increases at 3% in order to avoid the need for a contract reopener. Due to some personnel cost drivers their proposed rate increase for 2020 is 5.58% or \$39,796.

Per the agreement, a new contract would need to be approved by June 15 to continue service into 2020 and beyond. Sometimes this date has been pushed out in order to factor in funding decisions at the Capitol. Ideally, an increase in local government aid would off-set some of the additional cost.

Staff is looking for direction from the Council on the contract. For example, some issues to consider are contract length, contract language revisions, and changes to the scope of the service.

OPTIONS:

STAFF RECOMMENDATION:

POLICE COST ANALYSIS

EXPENSES	ALLOCATION FACTOR				ALLOCATED DOLLARS ESTIMATED 2020			TOTAL
	* BASIS	SAV	FH	LD	SAV	FH	LD	
PERSONNEL DETAIL								
CHIEF	100%	95%	0%	5%	\$ 167,581	\$ -	\$ 8,820	\$ 176,401
WAGES					\$ 123,979	\$ -	\$ 6,525	
PERA/FICA					\$ 23,497	\$ -	\$ 1,237	
WORKER'S COMP					\$ 4,729	\$ -	\$ 249	
HEALTH INSURANCE					\$ 14,521	\$ -	\$ 764	
UNIFORM ALLOWANCE					\$ 855	\$ -	\$ 45	
CAPTAIN	100%	95%	0%	5%	\$ 147,864.17	\$ -	\$ 7,782	\$ 155,646
WAGES					\$ 107,918	\$ -	\$ 5,680	
PERA/FICA					\$ 20,453	\$ -	\$ 1,076	
WORKER'S COMP					\$ 4,117	\$ -	\$ 217	
HEALTH INSURANCE					\$ 14,521	\$ -	\$ 764	
UNIFORM ALLOWANCE					\$ 855	\$ -	\$ 45	
LIEUTENANT	100%	95%	0%	5%	\$ 156,316.07	\$ -	\$ 8,227	\$ 164,543
WAGES					\$ 114,213	\$ -	\$ 6,011	
PERA/FICA					\$ 22,481	\$ -	\$ 1,183	
WORKER'S COMP					\$ 4,246	\$ -	\$ 223	
HEALTH INSURANCE					\$ 14,521	\$ -	\$ 764	
UNIFORM ALLOWANCE					\$ 855	\$ -	\$ 45	
INVESTIGATOR	100%	87.5%	0.0%	12.5%	\$ 123,256	\$ -	\$ 17,608	\$ 140,864
WAGES					\$ 88,716	\$ -	\$ 12,674	
PERA/FICA					\$ 17,178	\$ -	\$ 2,454	
WORKER'S COMP					\$ 3,201	\$ -	\$ 457	
HEALTH INSURANCE					\$ 13,375	\$ -	\$ 1,911	
UNIFORM ALLOWANCE					\$ 788	\$ -	\$ 113	
SERGEANTS	3	2.50	-	0.50	\$ 384,220	\$ -	\$ 76,844	\$ 461,064
WAGES					\$ 277,635	\$ -	\$ 55,527	
PERA/FICA					\$ 55,918	\$ -	\$ 11,184	
WORKER'S COMP					\$ 10,205	\$ -	\$ 2,041	
HEALTH INSURANCE					\$ 38,213	\$ -	\$ 7,643	
UNIFORM ALLOWANCE					\$ 2,250	\$ -	\$ 450	
PATROL	13	8.75	-	4.25	\$ 1,168,316	\$ -	\$ 567,468	\$ 1,735,784
WAGES					\$ 802,255	\$ -	\$ 389,667	
PERA/FICA					\$ 139,857	\$ -	\$ 67,930	
WORKER'S COMP					\$ 33,016	\$ -	\$ 16,036	
HEALTH INSURANCE					\$ 133,709	\$ -	\$ 64,944	
UNIFORM ALLOWANCE					\$ 6,825	\$ -	\$ 3,315	
CSO	100%	95%	0%	5%	\$ 51,240	\$ -	\$ 2,697	\$ 53,937
WAGES					\$ 36,859	\$ -	\$ 1,940	
PERA/FICA					\$ 5,507	\$ -	\$ 290	
WORKER'S COMP					\$ 1,575	\$ -	\$ 83	
HEALTH INSURANCE					\$ 10,116	\$ -	\$ 532	
UNIFORM ALLOWANCE					\$ 371	\$ -	\$ 20	
ADMIN	2.00	1.80	-	0.20	\$ 152,353	\$ -	\$ 16,928	\$ 169,281
WAGES					\$ 108,185	\$ -	\$ 12,021	
PERA/FICA					\$ 16,175	\$ -	\$ 1,797	
WORKER'S COMP					\$ 4,626	\$ -	\$ 514	
HEALTH INSURANCE					\$ 23,401	\$ -	\$ 2,600	
MECHANIC ALLOCATION	100%	87.5%	0.0%	12.5%	\$ 21,206.88	\$ -	\$ 3,030	\$ 24,236
ADMINISTRATION/FINANCE ALLOCATION	100%	98.35%	0.00%	1.65%	\$ 270,339	\$ -	\$ 4,535	\$ 274,874
TOTAL PERSONNEL					\$ 2,642,693	\$ -	\$ 713,940	\$ 3,356,632

85.9%

POLICE COST ANALYSIS

EXPENSES	ALLOCATION FACTOR					ALLOCATED DOLLARS ESTIMATED 2020			
PERSONNEL SUMMARY									
									<u>2020</u>
CHIEF	100%	95%	0%	5%	\$ 167,581	\$ -	\$ 8,820	\$ 176,401	
CAPTAIN	100%	95%	0%	5%	\$ 147,864	\$ -	\$ 7,782	\$ 155,646	
LIEUTENANT	100%	95%	0%	5%	\$ 156,316	\$ -	\$ 8,227	\$ 164,543	
INVESTIGATOR	100%	88%	0%	13%	\$ 123,256	\$ -	\$ 17,608	\$ 140,864	
SERGEANTS	3	2.50	0.00	0.50	\$ 384,220	\$ -	\$ 76,844	\$ 461,064	
PATROL	13	8.75	0.00	4.25	\$ 1,168,316	\$ -	\$ 567,468	\$ 1,735,784	
ADMIN	2.00	1.80	0.00	0.20	\$ 152,353	\$ -	\$ 16,928	\$ 169,281	
CSO	100%	95%	0%	5%	\$ 51,240	\$ -	\$ 2,697	\$ 53,937	
MECHANIC ALLOCATION	100%	88%	0.0%	12.5%	\$ 21,207	\$ -	\$ 3,030	\$ 24,236	
ADMINISTRATION/FINANCE ALLOCATION	100%	98.35%	0.00%	1.65%	\$ 270,339	\$ -	\$ 4,535	\$ 274,874	
					\$ 2,642,693	\$ -	\$ 713,940	\$ 3,356,632	
								85.9%	
OPERATING EXPENSES									
								<u>2020</u>	
MOTOR FUELS MARKED	A 4.00	3.00	-	1.00	\$ 42,345	\$ -	\$ 14,115	\$ 56,460	
MOTOR FUELS UNMARKED	100%	95%	0%	5%	\$ 4,813	\$ -	\$ 253	\$ 5,066	
SQUADS INSURANCE MARKED	A 4.00	3.00	-	1.00	\$ 4,108	\$ -	\$ 1,369	\$ 5,477	
SQUADS INSURANCE UNMARKED	100%	95%	0%	5%	\$ 274	\$ -	\$ 14	\$ 288	
SQUADS CLEANING MARKED	A 4.00	3.00	-	1.00	\$ 1,552	\$ -	\$ 517	\$ 2,069	
SQUADS CLEANING UNMARKED	100%	-	-	-	\$ 193	\$ -	\$ -	\$ 193	
SUPPLIES- EQUIPMENT	B 100%	86%	0%	14%	\$ 1,763	\$ -	\$ 287	\$ 2,050	
VEHICLE REPAIRS/PARTS MARKED	A 4.00	3.00	-	1.00	\$ 13,158	\$ -	\$ 4,386	\$ 17,544	
VEHICLE REPAIRS/PARTS UNMARKED	100%	95%	0%	5%	\$ 835	\$ -	\$ 44	\$ 879	
FACILITY OPERATING EXPENSES	100%	100%	-	-	\$ 31,111	\$ -	\$ -	\$ 31,111	
GENERAL SUPPLIES	B 100%	86%	0%	14%	\$ 17,470	\$ -	\$ 2,844	\$ 20,314	
SHOP SUPPLIES MARKED	A 4.00	3.00	-	1.00	\$ 641	\$ -	\$ 214	\$ 855	
SHOP SUPPLIES UNMARKED	100%	95%	0%	5%	\$ 49	\$ -	\$ 3	\$ 51	
FED VEST GRANT SUPPLIES	20.00	15.25	-	4.75	\$ 5,575	\$ -	\$ 1,736	\$ 7,311	
CONTRACTED IT & SFTW SUPPOR	B 100%	86%	0%	14%	\$ 70,455	\$ -	\$ 11,469	\$ 81,925	
MISC CONTRACTED SERVICES	C 20.00	15.25	-	4.75	\$ 3,991	\$ -	\$ 1,243	\$ 5,234	
COMMUNICATIONS	B 100%	86%	0%	14%	\$ 60,157	\$ -	\$ 9,793	\$ 69,950	
HC PRISONER SERVICES	100%	100%	-	-	\$ 6,025	\$ -	\$ -	\$ 6,025	
TRAINING, CONF. & MTG.	C 20.00	15.25	-	4.75	\$ 22,162	\$ -	\$ 6,903	\$ 29,065	
MEMBERSHIPS & DUES	100%	95%	0%	5%	\$ 2,014	\$ -	\$ 106	\$ 2,120	
PRINTED FORMS & ENVELOPES	100%	95%	0%	5%	\$ 763	\$ -	\$ 40	\$ 804	
LIABILITY INSURANCE	C 20.00	15.25	-	4.75	\$ 47,752	\$ -	\$ 14,873	\$ 62,625	
DEDUCTABLE LOSSES	A 4.00	3.00	-	1.00	\$ 6,662	\$ -	\$ 2,221	\$ 8,883	
ANIMAL CONTROL CONTRACT	100%	75%	0%	25%	\$ -	\$ -	\$ -	\$ -	
MISCELLANEOUS	100%	95%	0%	5%	\$ 143	\$ -	\$ 8	\$ 150	
CONTINGENCY					\$ -	\$ -	\$ -	\$ -	
TOTAL OPERATING EXPENSES					\$ 344,008	\$ -	\$ 72,439	\$ 416,447	
								10.7%	
CAPITAL EXPENSES									
CAPITAL REPLACEMENT- VEHICLES MARKED	B 100%	86%	0%	14%	\$ 74,010	\$ -	\$ 12,048	\$ 86,058	
CAPITAL REPLACEMENT- VEHICLES UNMARKED	100%	95%	0%	5%	\$ -	\$ -	\$ -	\$ -	
CAPITAL REPLACEMENT- EQUIP	B 100%	86%	0%	14%	\$ 31,767	\$ -	\$ 5,171	\$ 36,938	
CAPITAL REPLACEMENT- FACILITY	100%	-	-	-	\$ 10,944	\$ -	\$ -	\$ 10,944	
TOTAL CAPITAL EXPENSES					\$ 116,720	\$ -	\$ 17,219	\$ 133,940	
								3.4%	
TOTAL EXPENSES					\$ 3,103,422	\$ -	\$ 803,598	\$ 3,907,019	
REVENUES									
STATE AID- POLICE	C 20.00	15.25	-	4.75	\$ 157,075	\$ -	\$ 48,925	\$ 206,000	
FEDERAL GRANTS-VESTS	C 20.00	15.25	-	4.75	\$ 5,575	\$ -	\$ 1,736	\$ 7,311	
TOTAL REVENUES					\$ 162,650	\$ -	\$ 50,661	\$ 213,311	

CONTRACT COST \$ - \$ 752,936 D

* COMMENTS
A (4) Based on number of active, marked squad cars for each municipality
B Based on each municipality's share of St. Anthony Police resources
C (20) Based on head-count of sworn officers in the St. Anthony Police Department
D 5.58% increase over 2018 contract

PRIOR YEAR COST \$ 713,141
Increase \$ 39,796
Increase % 5.58%

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of July 22, 2014 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF LAUDERDALE, a municipal corporation under the laws of the State of Minnesota ("Lauderdale"). The services to be performed under this Agreement will commence January 1, 2015.

I. PURPOSE

St. Anthony and Lauderdale have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Lauderdale. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Lauderdale. St. Anthony will provide feedback to the Lauderdale City Administrator and City Council on a regular and timely basis, and will actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the approval by the Lauderdale and St. Anthony City Councils. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota

III. SERVICES

St. Anthony will provide Lauderdale with 24 hour police service, and will physically place a certified officer within the boundaries of Lauderdale 24 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 24-hour police protection and police presence each day within the City of Lauderdale. In those instances stated above when an officer is not physically present in Lauderdale, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Lauderdale the same police service extended to persons and property within St. Anthony, which will include, but not be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Lauderdale 24 hours each day, subject only to the exceptions noted above;
- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;

- D. Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch;
- E. Enforcement of all ordinances of Lauderdale which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
- F. Ticketing for traffic violations will be done routinely during normal shifts;
- G. Crime prevention programs that encourage community involvement and investment in the City of Lauderdale; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program;
- H. Criminal investigations;
- I. Reports on police services and activities, including weekly, monthly and annual police reports;
- J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
- K. Officers will be available at Lauderdale City Hall to answer questions from, and provide information regarding police activities to Lauderdale residents, business owners and staff on an as-needed basis;
- L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
- M. Review and comment, upon request, of proposed Lauderdale ordinances affecting police services or enforcement;
- N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
- O. Special event traffic patrol services.

V. PAYMENT FOR SERVICES

In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of \$634,386 for the year 2015, for the police service under this Agreement. St. Anthony and Lauderdale shall establish the fee for the services for each subsequent year by each preceding June 15.

VI. METHOD OF PAYMENT

St. Anthony will bill Lauderdale monthly for 1/12 of the annual fee, and Lauderdale will promptly remit payments to St. Anthony within 30 days after receiving each billing from St. Anthony.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of its employees, volunteers and agents under this Agreement, and will hold Lauderdale, its officers and employees harmless for any liability resulting from actions of a St. Anthony employee, volunteer or agent and shall defend Lauderdale, its officers and employees, against any claim for damages arising out of St. Anthony's performance or failure to perform its obligation under this Agreement. St. Anthony will bear the expense to defend itself and Lauderdale in the event of a claim, action or liability including attorney's fees and any deductible amount if the matter is covered by St. Anthony's insurer. This Agreement is a "cooperative activity," and it is the intent of the parties that they each shall be deemed a "single governmental unit" for the purposes of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a(a); provided further that for purposes of that statute, each party to this Agreement expressly declines responsibility for the acts or omissions of the other party.

VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Lauderdale will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services and activities, will be within the exclusive control of St. Anthony. The parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

IX. JOINT ADVISORY COMMITTEE

Both cities will appoint members to a Joint Advisory Committee. The committee will meet at least once a year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Lauderdale will be included in all Cooperative Agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Lauderdale under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Lauderdale may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Lauderdale at the Lauderdale City Hall, and Lauderdale will have facilities available to the officers at Lauderdale City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Lauderdale will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment matters will be the obligation of St. Anthony. Lauderdale will not be required to furnish any fringe benefits or

assume any other liability of employment to any officer assigned to duty within Lauderdale.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Lauderdale. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Lauderdale.

XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE

St. Anthony officers assigned to duty within Lauderdale will enforce Lauderdale' ordinances to the extent appropriate for enforcement by police officers.

XVI. OFFICERS OF LAUDERDALE

The officer's assigned duty within Lauderdale will be provided with authority to enforce the laws of the City of Lauderdale by proper action to be taken by the Lauderdale City Council, and while performing services under this Agreement will be considered police officers of Lauderdale. The Chief of Police of St. Anthony will furnish to the Lauderdale City Administrator the names of all St. Anthony police officers assigned to Lauderdale, and all such officers will be appointed officers of the City of Lauderdale.

XVII. OFFENSES

All offenses within Lauderdale charged by police officers under this Agreement will be charged in accordance with Lauderdale' ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

XVIII. COMMUNICATIONS

St. Anthony agrees to provide the Lauderdale Administrator with weekly, monthly and annual police reports, in a format as is mutually agreed to by the St. Anthony Police Chief and the Lauderdale City Administrator.

The St. Anthony Police Chief will regularly communicate with the Lauderdale City Administrator in order to ensure that Lauderdale is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Lauderdale City Council.

XIX. PROSECUTION AND REVENUES

Lauderdale will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Lauderdale. P.O.S.T. training funds will be used for officer training.

XX. CONTINUATION OF AGREEMENT

This Agreement will be effective January 1, 2015 and will continue for a term of five years (until December 31, 2019), or until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Lauderdale shall establish the fee for police services for each subsequent year by each preceding June 15. If such fee reflects an increase of 3 percent (3%) or more from the prior year's fee, then the contract in its entirety may be re-opened for negotiation at the election of either St. Anthony or Lauderdale. Such election must be made in writing and noticed to the other contracting party by July 15. If such negotiations do not result in a newly entered contract by January 1 of the subsequent year, then this contract shall terminate effective as of that same January 1.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by July 15. Termination of this Agreement shall be effective at 11:59 p.m. on December 31 of the same year such written notification is provided.

XXII. REVIEW OF AGREEMENT

From time to time the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Lauderdale deem necessary.

XXIII. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Lauderdale (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF LAUDERDALE

By: 

Mayor

By: 

City Administrator

Date: 7-8-14

CITY OF ST. ANTHONY

By: 

Mayor

By: 

City Manager

Date: 7.22.14

CITY OF ST. ANTHONY VILLAGE
STATE OF MINNESOTA

RESOLUTION 14-054

A RESOLUTION APPROVING THE CONTRACT AGREEMENT FOR POLICE SERVICES WITH THE CITY OF LAUDERDALE FOR THE PERIOD OF 2015 THROUGH 2019 AND AUTHORIZES THE MAYOR AND CITY MANAGER TO EXECUTE SAID AGREEMENT

WHEREAS, the City of St. Anthony Village (St. Anthony) and the City of Lauderdale (Lauderdale) originated a contractual agreement whereby the City of St. Anthony Village agreed to provide police services to the City of Lauderdale for the period 2007 through 2009; and

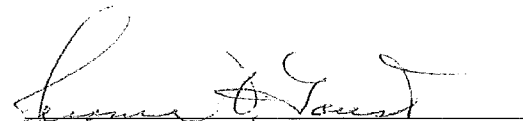
WHEREAS St. Anthony and Lauderdale negotiated and renewed the contractual agreement for police services for the period of 2010 through 2013; and

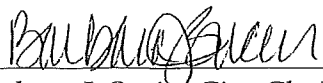
WHEREAS, St. Anthony and Lauderdale negotiated and renewed the contractual agreement for police services for the year 2014; and

WHEREAS, the City of Lauderdale desires to continue the contract for Police Services with the City of St. Anthony Village and a new long term contract has been negotiated for the period of 2015 through 2019.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of St. Anthony Village hereby approves the contract agreement for police services with the City of Lauderdale for the period of 2015 through 2019 and authorizes the Mayor and City Manager to execute said agreement.

Adopted this 22nd day of July, 2014



Jerome O. Faust, Mayor

ATTEST: 
Barbara J. Suci, City Clerk

Review for Administration:


Mark Casey, City Manager

I certify that this is a true and accurate copy of the City of St. Anthony records.

7/23/14 
Date City Clerk