

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, JUNE 23, 2020

Due to the coronavirus, the city council will hold meetings remotely until the City Council rescinds the emergency declaration. The public may monitor the meeting on Lauderdale's public access channel 16 for cable subscribers or online at <https://www.ctvnorthsuburbs.org/your-city/lauderdale/>. To make public comment during the meeting, use <https://us02web.zoom.us/j/86963051428?pwd=VGd6Ri9wUFNISjBvT1FqRHRTbTFaQT09> with Password: 352808 or call 1-301-715-8592 with webinar ID: 869 6305 1428.

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 June 9, 2020 City Council Meeting
 - c. Claims Totaling \$60,071.40
4. **CONSENT**
 - a. May Financial Report
 - b. Consideration of Resolution No. 062320A – Approving a 2-Foot Variance to the Side-Yard Setback at 1767 Malvern Street
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. City Council Updates
7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEM**
 - a. Draft Fire Services Contract with St. Paul Fire Department and Draft Termination Letter with City of Falcon Heights

- b. Consideration of Resolution No. 062320B – Approving a Lot Split of Real Property Located at 1767 Malvern Street
- c. Petition and Waiver Agreement for 1763 Malvern Street
- d. Request for a Fence in the Right-of-Way at 2445 Summer Street
- e. Quote from Midwest Playscapes for the Purchase of Playground Equipment for Skyview Park
- f. Covid-19 Preparedness Plan

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. Fire Services Agreements
- b. Quotes for the Installation of Surfacing and Playground Equipment at Skyview Park

12. WORK SESSION

- a. Coronavirus Impacts Update
- b. Community Development Update
- c. 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.

13. ADJOURNMENT

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

Page 1 of 3

June 9, 2020

Call to Order

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

Roll Call

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

Councilors absent: None.

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

Approvals

Mayor Gaasch asked if there were any additions to the meeting agenda. There being none, Councilor Dains moved and seconded by Councilor Moffatt to approve the agenda. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any corrections to the minutes of the May 26, 2020 city council meeting. There being none, Councilor Grove moved and seconded by Councilor Moffatt to approve the minutes of the May 26, 2020 city council meeting. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any corrections to the minutes of the June 1, 2020 emergency city council meeting. There being none, Councilor Dains moved and seconded by Councilor Moffatt to approve the minutes of the June 1, 2020 city council meeting. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Grove moved and seconded by Councilor Moffatt to approve the claims totaling \$15,173.49. Motion carried unanimously on a roll call vote.

Informational Presentations/Reports

A. City Council Updates

Mayor Gaasch expressed her grief for the death of George Floyd and read a statement from St. Anthony Police Chief Jon Mangseth. Councilor Dains stated that he attended a virtual Met Council Transportation Accessibility Advisory Committee (TAAC) meeting. They discussed the challenges of wearing masks and social distancing on Metro Transit, as well as their work on other community issues. Councilor Moffatt mentioned that the I-35W North Gateway Committee she and Councilor Dains are members of have suspended their meetings but are maintaining an active Facebook page to provide updates. Mayor Gaasch added that the Ramsey County League of Local Governments Committee that she and Councilor Grove are members of, have an upcoming meeting to discuss how other cities are dealing with the coronavirus and the Governor's safety directives.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

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June 9, 2020

Public Hearings

A. Variance Request for 1767 Malvern Street

Assistant to the City Administrator Bownik addressed the council to discuss the variance request for 1767 Malvern Street. The applicants, Keith & Grace Dyrud, requested a two-foot side-yard setback variance for an existing deck located three feet from the side property line. The variance was requested because the applicant has another pending land use application to divide two previously consolidated lots. The property is zoned R-1.

After council discussion, Keith Dyrud, 1805 Walnut Street, joined the teleconference to state that he had no additional information to provide at that time.

The Council concluded that the Dyrud's inherited this issue from the previous owners thereby meeting the conditions of state law for granting variances. Councilor Dains made a motion to approve the variance without conditions and direct staff to prepare a resolution of approval with findings of fact for the next meeting. This was seconded by Councilor Grove and carried unanimously on a roll call vote.

Discussion/Action Item

A. Petition and Waiver Agreement with Como Partnership, LLLP (a.k.a. Bolger Printing) for a Special Assessment for the Como Avenue Reconstruction Project

The Council has previously discussed aspects of the City of St. Paul's plans for the rehabilitation of Como Avenue and Hunting Valley Road in 2020. Lauderdale has two property owners adjacent to the project. One owner is MnDOT, who is exempt from paying special assessments. The other owner is Como Partnerships, LLLP (a.k.a. Bolger Vision Beyond Print). Instead of going through the typical special assessment process, they agreed to sign a petition and waiver agreement establishing the payback terms of the special assessment. The proposed term is over ten years at 4.15% interest, the same as the City's 2019 street assessment project.

Councilor Moffatt made a motion to approve the Petition and Waiver Agreement with Como Partnership, LLLP as presented. This was seconded by Councilor Dolphin and carried unanimously on a roll call vote.

B. 2020-2021 Goal Setting and Budget

Administrator Butkowski walked the Council through the goal's established last year to highlight those accomplished and prioritize those that weren't. Often, some goals get set aside as new issues and opportunities come up throughout a year and are moved into the new budget cycle. The feedback from the Council gave staff direction to begin working on the 2021 budget.

C. Day in the Park and Community Events Planning

The Council discussed the summer community events schedule. They concluded that Day in the Park and the Farmers Markets couldn't reasonably be held while maintaining social distancing. Night to Unite already was rescheduled for October. Halloween will be discussed later.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

Page 3 of 3

June 9, 2020

Set Agenda for Next Meeting

Administrator Butkowski stated that the June 23 council meeting may include a quotation from Midwest Playscapes for the purchase of playground equipment for Skyview Park, a fire services discussion, a petition and waiver agreement for 1763 Malvern Street, and a lot split application for 1767 Malvern Street.

Work Session

A. Coronavirus Impacts Update

With the Governor easing more of the coronavirus related restrictions, the Council revisited the discussion of park amenities. They ultimately decided to keep the basketball court and dog park closed, while opening up the playground equipment.

B. Community Development Update

Butkowski stated that the Eustis Street project is almost entirely complete aside from a small bit of concrete work and the raising of two manholes.

The St. Paul street project is starting soon. There will be different lane closures at different times on Eustis Street and Como Avenue.

There has been a great response to the graduation cards, but there is still time to drop them off at City Hall if community members would like to do so.

Staff is preparing for the upcoming elections and rental housing inspections.

C. Opportunity for the Public to Address the City Council

Mayor Gaasch opened up the floor to anyone in attendance interested in addressing the council.

Emily Heille, Roseville resident, urged the Council to reconsider opening the dog park. She stated that she enjoys the smaller size of the park and idea of keeping the dogs local.

Zach Zehrer, 2445 Summer Street, asked the Council to consider a variance to allow a fence in the side yard between his garage and the alleyway.

There being no other people interested in speaking, Mayor Gaasch closed the floor.

Adjournment

Councilor Moffatt moved and seconded by Councilor Dains to adjourn the meeting at 9:24 p.m. Motion carried unanimously on a roll call vote.

Respectfully submitted,



Miles Cline
Deputy City Clerk



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

Request for Council Action

To: Mayor and City Council
From: City Administrator
Meeting Date: June 23, 2020
Subject: List of Claims

The claims totaling \$60,071.40 are provided for City Council review and approval that includes check numbers 26931 to 26951.

Accounts Payable

Checks by Date - Detail by Check Date

User: MILES.CLINE
 Printed: 6/19/2020 1:18 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	06/12/2020	
		PR Batch 51200.06.2020 PERA Coordinated	PR Batch 51200.06.2020 PER	1,170.76
		PR Batch 51200.06.2020 PERA Coordinated	PR Batch 51200.06.2020 PER	1,014.66
Total for this ACH Check for Vendor 43:				2,185.42
ACH	44	Minnesota Department of Revenue	06/12/2020	
		PR Batch 51200.06.2020 State Income Tax	PR Batch 51200.06.2020 Statu	648.76
Total for this ACH Check for Vendor 44:				648.76
ACH	45	ICMA Retirement Corporation	06/12/2020	
		PR Batch 51200.06.2020 Deferred Comp	PR Batch 51200.06.2020 Deft	1,658.68
		PR Batch 51200.06.2020 Deferred Comp	PR Batch 51200.06.2020 Deft	1,073.71
Total for this ACH Check for Vendor 45:				2,732.39
ACH	46	Internal Revenue Service	06/12/2020	
		PR Batch 51200.06.2020 Medicare Employer Po	PR Batch 51200.06.2020 Mec	245.91
		PR Batch 51200.06.2020 FICA Employee Portio	PR Batch 51200.06.2020 FIC.	1,051.47
		PR Batch 51200.06.2020 Medicare Employee Pc	PR Batch 51200.06.2020 Mec	245.91
		PR Batch 51200.06.2020 Federal Income Tax	PR Batch 51200.06.2020 Fed	1,680.45
		PR Batch 51200.06.2020 FICA Employer Portio	PR Batch 51200.06.2020 FIC.	1,051.47
Total for this ACH Check for Vendor 46:				4,275.21
Total for 6/12/2020:				9,841.78
26931	13 7891	8th Day Landscaping LLC Line Trimming at Parks	06/23/2020	
Total for Check Number 26931:				330.00
26932	65 16896861	Allstream Inc. Fax Line	06/23/2020	
Total for Check Number 26932:				51.79
26933	233 57442 57443	Bond Trust Services Corporation Series 2018A Bond Interest Series 2019A Bond Interest	06/23/2020	
Total for Check Number 26933:				23,501.25
26934	184 4052556538 4052556538	Cintas June Uniforms June Uniforms	06/23/2020	
Total for Check Number 26934:				22.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
26935	33 062020	City of Falcon Heights May Fire Calls	06/23/2020	457.68
Total for Check Number 26935:				457.68
26936	25 EMCOM-008515 EMCOM-008530 EMCOM-008547	County of Ramsey May Fleet Support May 911 Dispatch Services May CAD Services	06/23/2020	6.24 1,060.57 205.40
Total for Check Number 26936:				1,272.21
26937	196 062020	Ardell Hill Rental Inspection Reimbursement	06/23/2020	40.00
Total for Check Number 26937:				40.00
26938	134 00101	Katrina Joseph May Legal Services.	06/23/2020	925.00
Total for Check Number 26938:				925.00
26939	185 062020 062020 062020	Lauderdale Certified Auto Repair Inc May Fuel May Fuel May Fuel	06/23/2020	240.61 51.56 51.56
Total for Check Number 26939:				343.73
26940	24 0001111175	Metropolitan Council July Waste Water	06/23/2020	13,140.88
Total for Check Number 26940:				13,140.88
26941	95 MCMA2020 MCMA2020	Minnesota County/City Managers Associati '20-'21 Dues JB/MC '20-'21 Dues HB	06/23/2020	100.00 128.37
Total for Check Number 26941:				228.37
26942	12 2020-096	North Suburban Access Corporation May Webstreaming & Archiving	06/23/2020	353.83
Total for Check Number 26942:				353.83
26943	241 201904-X14	Northdale Construction Co Inc Patch Miscellaneous Areas with Bituminous	06/23/2020	5,347.50
Total for Check Number 26943:				5,347.50
26944	10 0000940427	On Site Sanitation Inc 06/13/2020 - 07/10/2020 Park Portable Restroom	06/23/2020	234.90
Total for Check Number 26944:				234.90
26945	201 062020	Ted Perala Rental Inspection Reimbursement	06/23/2020	40.00
Total for Check Number 26945:				40.00
26946	5 619861-05-20	Premium Waters Inc May Water Bottles	06/23/2020	5.49

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 26946:	5.49
26947	47	Public Employees Insurance Program	06/23/2020	
		PR Batch 51200.06.2020 Health Insurance	PR Batch 51200.06.2020 Hea	2,212.80
		PR Batch 51200.06.2020 Dental	PR Batch 51200.06.2020 Den	116.10
			Total for Check Number 26947:	2,328.90
26948	71 1525399	Summit Fire Protection Inc 2020 Fire Extinguisher Inspection	06/23/2020	251.60
			Total for Check Number 26948:	251.60
26949	90	Verizon Wireless	06/23/2020	
	9855694364	May Cell Phone		32.27
	9855694364	May Cell Phone		16.13
	9855694364	May Cell Phone		16.14
			Total for Check Number 26949:	64.54
26950	7 8566083-0500-4	Waste Management Inc June Public Works	06/23/2020	464.11
			Total for Check Number 26950:	464.11
26951	74	Xcel Energy	06/23/2020	
	686863301	Larpenteur Bridge Lights		29.11
	686935879	2430 Larpenteur Avenue W		20.05
	687205660	May Street Lighting		418.42
	687256254	Larpenteur Avenue		39.10
	687592284	1917 Walnut Street		25.00
	687592284	1885 Fulham Street		25.00
	687592284	1885 Fulham Street		28.80
	687592284	1917 Walnut Street		34.55
	687596029	1891 Walnut Street		109.19
	687596029	1891 Walnut Street		34.81
	687596029	1795 Eustis Street		61.75
			Total for Check Number 26951:	825.78
			Total for 6/23/2020:	50,229.62
			Report Total (25 checks):	60,071.40

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 23, 2020

ITEM NUMBER May Financial Report

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month, staff provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for May 2020.

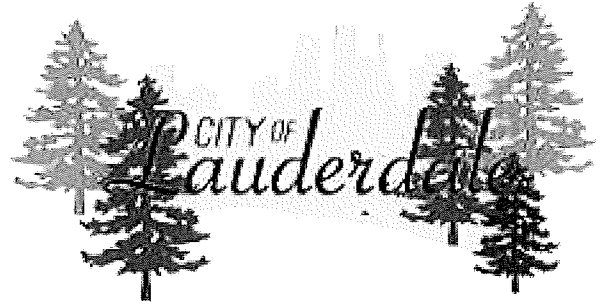
OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for May 2020.

General Ledger

Cash Balances



User: heather.butkowski
 Printed: 6/17/2020 10:49:50 AM
 Period 05 - 05
 Fiscal Year 2020

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-3,090,436.77	223,646.54	206,982.69	-3,073,772.92
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	15,513.13	16.88	1,455.00	14,075.01
Cash	227-00000-000-10100	76,456.72	84.76	5,889.26	70,652.22
Cash	305-00000-000-10100	12,938.01	0.00	0.00	12,938.01
Cash	306-00000-000-10100	99,005.86	118.91	0.00	99,124.77
Cash	401-00000-000-10100	158,348.06	190.19	0.00	158,538.25
Cash	403-00000-000-10100	551,944.28	661.02	1,584.50	551,020.80
Cash	404-00000-000-10100	364,146.79	435.14	1,850.00	362,731.93
Cash	414-00000-000-10100	392,270.45	471.14	0.00	392,741.59
Cash	416-00000-000-10100	94,494.02	0.00	0.00	94,494.02
Cash	602-00000-000-10100	1,032,351.24	15,781.34	21,552.65	1,026,579.93
Cash	603-00000-000-10100	412,631.90	7,134.35	7,475.95	412,290.30
Current Assets		119,763.69	248,540.27	246,790.05	121,513.91
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash		300.00	0.00	0.00	300.00
Investments - Fair Value Adj	101-00000-000-10410	3,454,237.34	3,925.35	200,000.00	3,258,162.69
Investments		3,454,237.34	3,925.35	200,000.00	3,258,162.69
Grand Total		<u>3,574,301.03</u>	<u>252,465.62</u>	<u>446,790.05</u>	<u>3,379,976.60</u>

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
101	General Fund					
	Revenue					
	Taxes	845,614.00	0.00	22,003.14	823,610.86	2.60
	Licenses and Permits	40,650.00	2,688.75	15,407.90	25,242.10	37.90
	Intergovernmental Revenues	549,070.00	0.00	0.00	549,070.00	0.00
	Charges for Services	12,350.00	700.00	4,325.78	8,024.22	35.03
	Fines and Forfeits	27,000.00	1,693.75	9,491.49	17,508.51	35.15
	Miscellaneous Revenue	10,000.00	229.70	2,814.14	7,185.86	28.14
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
		1,484,684.00	5,312.20	54,042.45	1,430,641.55	3.64
	Revenue					
	Expense					
	Personal Services	418,026.00	42,919.42	167,336.32	250,689.68	40.03
	Supplies	17,350.00	2,556.96	7,799.99	9,550.01	44.96
	Other Services and Charges	1,003,308.00	139,246.62	453,486.04	549,821.96	45.20
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	46,000.00	0.00	0.00	46,000.00	0.00
		1,484,684.00	184,723.00	628,622.35	856,061.65	42.34
	Expense					
101	General Fund	0.00	-179,410.80	-574,579.90	574,579.90	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	20,000.00	0.00	4,328.01	15,671.99	21.64
	Miscellaneous Revenue	40.00	16.88	63.41	-23.41	158.53
	Revenue	20,040.00	16.88	4,391.42	15,648.58	21.91
	Expense					
	Personal Services	9,257.00	1,026.17	3,915.77	5,341.23	42.30
	Supplies	700.00	0.00	650.00	50.00	92.86
	Other Services and Charges	3,300.00	428.83	2,473.31	826.69	74.95
	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
	Expense	18,257.00	1,455.00	7,039.08	11,217.92	38.56
226	Communications	1,783.00	-1,438.12	-2,647.66	4,430.66	-148.49

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	5,900.00	0.00	0.00	5,900.00	0.00
	Miscellaneous Revenue	<u>36,315.00</u>	<u>84.76</u>	<u>1,086.15</u>	<u>35,228.85</u>	<u>2.99</u>
	Revenue	42,215.00	84.76	1,086.15	41,128.85	2.57
	Expense					
	Personal Services	23,830.00	2,629.10	6,825.56	17,004.44	28.64
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	39,122.00	3,260.16	16,238.54	22,883.46	41.51
	Capital Outlay	<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>350.00</u>	<u>0.00</u>
	Expense	63,302.00	5,889.26	23,064.10	40,237.90	36.44
227	Recycling	-21,087.00	-5,804.50	-21,977.95	890.95	104.23

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2020 10:50:43 AM
 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	500.00	0.00	11.09	488.91	2.22
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	500.00	0.00	11.09	488.91	2.22
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	<u>25,253.00</u>	<u>0.00</u>	<u>12,626.25</u>	<u>12,626.75</u>	<u>50.00</u>
	Expense	25,253.00	0.00	13,101.25	12,151.75	51.88
305	GO TIF Revenue Bonds 2018A	-24,753.00	0.00	-13,090.16	-11,662.84	52.88

General Ledger

Revenue vs Expense



User: heather.buikowski
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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	100.00	118.91	433.43	-333.43	433.43
	Other Financing Sources	127,837.00	0.00	10,559.39	117,277.61	8.26
	Revenue	127,937.00	118.91	10,992.82	116,944.18	8.59
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	23,865.00	0.00	12,989.58	10,875.42	54.43
	Expense	23,865.00	0.00	13,464.58	10,400.42	56.42
306	2019A Improvement Bonds	104,072.00	118.91	-2,471.76	106,543.76	-2.38

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 6/17/2020 10:50:43 AM
 Period 05 - 05
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	1,500.00	190.19	707.56	792.44	47.17
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	1,500.00	190.19	707.56	792.44	47.17
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	85,000.00	0.00	0.00	85,000.00	0.00
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	85,000.00	0.00	0.00	85,000.00	0.00
401	General Capital Projects	-83,500.00	190.19	707.56	-84,207.56	-0.85

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2020 10:50:43 AM
 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	4,000.00	661.02	2,576.35	1,423.65	64.41
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	4,000.00	661.02	2,576.35	1,423.65	64.41
	Expense					
	Capital Outlay	0.00	1,584.50	-26,503.20	26,503.20	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	1,584.50	-26,503.20	26,503.20	0.00
403	Street Capital Projects	4,000.00	-923.48	29,079.55	-25,079.55	726.99

General Ledger

Revenue vs Expense

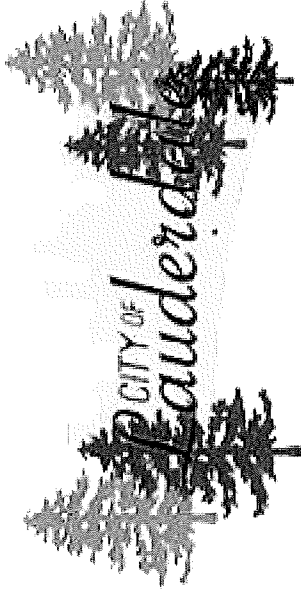


User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Miscellaneous Revenue	4,000.00	435.14	87,740.70	-83,740.70	2,193.52
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	4,000.00	435.14	87,740.70	-83,740.70	2,193.52
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	65,000.00	1,850.00	1,850.00	63,150.00	2.85
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	65,000.00	1,850.00	1,850.00	63,150.00	2.85
404	Park Capital Projects	-61,000.00	-1,414.86	85,890.70	-146,890.70	-140.80

General Ledger

Revenue vs Expense



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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment Revenue	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	Revenue	0.00	0.00	0.00	0.00	0.00
405	Expense	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges					
	Expense	0.00	0.00	0.00	0.00	0.00
	Rosehill Tax Increment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development Revenue					
	Miscellaneous Revenue	4,000.00	471.14	4,239.55	-239.55	105.99
	Other Financing Sources	<u>38,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,000.00</u>	<u>0.00</u>
	Revenue	42,000.00	471.14	4,239.55	37,760.45	10.09
	Expense					
	Other Services and Charges	0.00	0.00	2,042.66	-2,042.66	0.00
	Other Uses	<u>67,769.00</u>	<u>0.00</u>	<u>0.00</u>	<u>67,769.00</u>	<u>0.00</u>
	Expense	67,769.00	0.00	2,042.66	65,726.34	3.01
414	Development	-25,769.00	471.14	2,196.89	-27,965.89	-8.53

General Ledger
Revenue vs Expense



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Period 05 - 05
Fiscal Year 2020

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

General Ledger

Revenue vs Expense



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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	80.98	-80.98	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	80.98	-80.98	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
416	TIF District No. 1-2	0.00	0.00	80.98	-80.98	0.00

General Ledger

Revenue vs Expense

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 Period 05 - 05
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	285,916.00	14,648.26	101,759.36	184,156.64	35.59
	Miscellaneous Revenue	16,300.00	1,231.51	4,588.94	11,711.06	28.15
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	302,216.00	15,879.77	106,348.30	195,867.70	35.19
	Expense					
	Personal Services	75,030.00	8,052.40	30,898.98	44,131.02	41.18
	Supplies	800.00	47.04	226.03	573.97	28.25
	Other Services and Charges	193,141.00	13,551.64	87,486.09	105,654.91	45.30
	Capital Outlay	40,000.00	0.00	0.00	40,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	308,971.00	21,651.08	118,611.10	190,359.90	38.39
602	Sanitary Sewer	-6,755.00	-5,771.31	-12,262.80	5,507.80	181.54

General Ledger

Revenue vs Expense



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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	109,338.00	6,657.13	37,464.90	71,873.10	34.27
	Miscellaneous Revenue	4,500.00	494.59	1,846.48	2,653.52	41.03
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	113,838.00	7,151.72	39,311.38	74,526.62	34.53
	Expense					
	Personal Services	63,672.00	6,847.87	26,254.04	37,417.96	41.23
	Supplies	750.00	47.04	226.03	523.97	30.14
	Other Services and Charges	27,150.00	598.41	11,025.57	16,124.43	40.61
	Capital Outlay	85,000.00	0.00	0.00	85,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	176,572.00	7,493.32	37,505.64	139,066.36	21.24
603	Storm Water	-62,734.00	-341.60	1,805.74	-64,539.74	-2.88

General Ledger

Revenue vs Expense

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 Period 05 - 05
 Fiscal Year 2020



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

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,142,930.00	30,321.73	311,528.75	1,831,401.25	0.1454
Expense Total		2,318,673.00	224,646.16	818,797.56	1,499,875.44	0.3531
Grand Total		-175,743.00	-194,324.43	-507,268.81	331,525.81	2.8864

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 23, 2020

ITEM NUMBER Variance Resolution 1767 Malvern

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the June 9 City Council Meeting, the Council directed staff to prepare a resolution of approval for a 2-foot side-yard setback variance for an existing deck that would become non-conforming should the previously combined lots be divided.

OPTIONS:

- Adopt the resolution as presented.
- Amend the resolution before adoption.
- Do not adopt the resolution, thus denying the variance request (adding rationale for the denial in the motion).

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 062320A—A Resolution Approving a 2-Foot Variance to the Side-Yard Setback Requirement at 1767 Malvern Street.

Member _____ introduced the following resolution and moved its adoption:

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA
RESOLUTION NO. 062320A**

**RESOLUTION APPROVING A 2-FOOT VARIANCE TO THE SIDE-YARD SETBACK
REQUIREMENT AT 1767 MALVERN STREET**

WHEREAS, Keith & Grace Dyrud applied for a 2-foot variance to the side-yard setback requirement for an existing deck attached to a dwelling in the R-1 District; and

WHEREAS, Keith & Grace Dyrud own the property at 1767 Malvern Street (the “Property”), which is legally described as:

**Lot 9, Block 9, Lauderdale’s East Side Addition to Minneapolis, Ramsey County,
Minnesota**

; and

WHEREAS, Section 10-8-8 (Setback Requirements in R-1) requires a minimum 5-foot setback from the side property line; and

WHEREAS, the applicant recently made application to subdivide the Property from Lot 10, Block 9, which is adjacent and to the south of the Property; and

WHEREAS, the lot division will make the deck a non-conforming structure; and

WHEREAS, notification letters went to property owners adjacent to the subject property; and

WHEREAS, a public hearing on the request was held at the June 9, 2020 city council meeting; and

WHEREAS, the Lauderdale City Council has made the following findings:

1. The variance is in harmony with the general purposes and intent of the City’s zoning ordinance because it is in support of single-unit housing in an area zoned for such.
2. The variance is consistent with the city’s comprehensive plan because it promotes single-unit housing in an area guided for such.
3. The applicant has established practical difficulties exist in complying with the zoning ordinance. The variance will allow the owner to use the property in a reasonable manner by allowing them to divide the lots without creating a non-conforming structure. The circumstances are unique to the owner because the

combined lots and the encroachment of the deck existed before the current owners. The variance will not alter the essential character of the neighborhood because decks are a common structural feature in the neighborhood. The variance is of a size and is associated with elements of the structure which the city has previously supported through variances.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lauderdale, does hereby approve a 2-foot side-yard setback variance for the Property, based upon the above findings, and said variance is conditioned on council approval of the aforementioned lot split .

Dated: June 23, 2020

Mary Gaasch, Mayor

Attest:

(SEAL)

Heather Butkowski, City Administrator-Clerk

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

Members _____, _____, _____, _____, _____.

And the following voted against same: _____.

Absent: _____.

Whereupon said resolution was declared duly passed.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2020

ITEM NUMBER Fire Services Agreements

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City Council has been considering contracting with the city of St. Paul for fire services. The change was prompted by conversations between Lauderdale and Falcon Heights staff and council around risks inherent to a volunteer fire department after the absence of response to two fire calls in late 2019.

Through the conversations with the St. Paul Fire Chief around the extra services they were providing to fill the gap for neighboring communities came the opportunity to consider fire services through the St. Paul Fire Department (SPFD). This would provide the city with a fire response from one of the most trained and equipped full-time fire departments in the state and align provisions of services as SPFD already provides the city of Lauderdale's emergency medical (ambulance) services.

Following are the City's current contract with the city of Falcon Heights and a draft contract with the city of St. Paul. The draft contract with the city of St. Paul is nearing completion. The City must notify the city of Falcon Heights by July 15 if it intends to withdraw from the current contract. A draft letter addressed to Falcon Heights' mayor is included in the packet for consideration. Staff requests a vote on whether to send the notice of intent to withdraw from the agreement after the discussion. It is the Mayor's intent to take community feedback before taking a vote on the matter. The city attorney will be present for the discussion should questions arise.

STAFF RECOMMENDATION:



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

June 24, 2020

Mayor Randy Gustafson
City of Falcon Heights
2077 West Larpenteur Avenue
Falcon Heights, MN 55113

Dear Mayor Gustafson,

The Lauderdale City Council has been reflecting on your honest assessment that different levels of service and risk exist between paid on-call fire departments and full-time departments. We appreciate your candor as it assisted us through our decision-making process.

We understood the obvious, that staffed fire departments waiting at fire stations for calls will have quicker responses than paid on-call departments where crewmembers have to get to fire stations from homes and places of employment before they can deploy. What we did not understand prior to our conversations was that there was a risk that no one would be available to respond to calls as happened on August 22, 2019 when two busses collided on Highway 280.

Appreciatively, other police and fire departments increased their support that day to ensure a successful outcome. The accident, however, sparked a council conversation around acceptable levels of risk and how to avoid a similar incident in the future. We applaud you for collaborating with the City of Roseville to restructure the department and appreciate that in the interim they are providing back-up services to ensure that no call from Lauderdale goes unanswered.

As you and I discussed a few weeks ago, the Lauderdale City Council is considering contracting for fire services from the City of St. Paul. The change addresses the issues the Council has discussed around ensuring an adequate fire response for our residents. The change also aligns fire services with our existing emergency medical services provided by the St. Paul Fire Department.

Therefore, it is our intent to withdraw from our fire services contract effective December 31, 2020. We are providing you this notice per the terms of the contract we entered into in 2013. We thank the City of Falcon Heights and the members of its Fire Department for the many years of service.

Sincerely,

Mary Gaasch
Mayor

cc: Sack Thongvanh, Falcon Heights City Administrator

JOINT POWERS AGREEMENT BETWEEN THE CITY OF SAINT PAUL AND THE CITY OF LAUDERDALE

THIS JOINT POWERS AGREEMENT (the "Agreement"), is made and entered into effective as of this _____ day of _____, 2020 by and between the City of Lauderdale (hereinafter called "**Lauderdale**"), a Minnesota municipal corporation, whose principal office is located at 1891 Walnut Street, Lauderdale, Minnesota 55113, and the City of Saint Paul, through its Saint Paul Fire Department (hereinafter called "**Saint Paul**"), a Minnesota municipal corporation, whose principal office is located at 15 West Kellogg Boulevard, Saint Paul, Minnesota 55102, Lauderdale and Saint Paul are hereinafter collectively called the "**Cities**".

WHEREAS, Lauderdale intends to engage Saint Paul's Fire Department (the "**Fire Department**") to provide Fire and the Hazardous Materials Response Team Services to all of Lauderdale; and

WHEREAS, the Cities are authorized under Minnesota Statutes, section 471.59 to cooperatively exercise their commonly held powers and an aid agreement is critical to providing and supporting emergency services; and

WHEREAS, Saint Paul through the Fire Department is willing and able to provide the year-round services and equipment desired by Lauderdale when requested.

NOW, THEREFORE, subject to the terms and conditions set forth below, Lauderdale and Saint Paul agree as follows:

SECTION 1. Definitions.

1. **Emergency** means fires, medical, drowning(s), building damages, cave-ins, accidents, explosions, or other types of incidents which a fire department would respond to for the protection of life, health, and property. This term shall be interpreted broadly to effect the purpose of this Agreement.
2. **Fire Chief** means the Chief of the Saint Paul Fire Department.
3. **Fire Fighting Services** means those services directed at rescue, fire suppression, property conservation or special operations involving individuals, buildings on property involved in a fire or other emergency.
4. **Fire Preventative Services** means those services directed at fire cause investigation and determination, pre-fire planning and inspection, hazard identification and elimination, public education and other activities intended to proactively improvement the safety of life and property.

5. *Hazardous Materials Response Services* means those services directed at the identification, isolation, mitigation or removal of hazardous materials.

SECTION 2. Scope of Services from Saint Paul.

A. Services.

The Fire Department will provide the following services to Lauderdale pursuant to the terms and conditions set forth herein:

1. Fire Fighting Services and Fire Prevention Services from Saint Paul Fire Stations as needed in the performance of the services described herein, including mutual aid services as deemed necessary by situation.
2. Hazardous Materials Response Services of the Saint Paul Hazardous Materials Response Team.

B. Equipment.

The Fire Department will provide all personnel and equipment that they have available in Saint Paul that may be required to perform the above services.

The Fire Chief, or, in case of his absence or disability, the person in active charge of the Fire Department, may in his discretion retain in Saint Paul such equipment and personnel as may in his opinion be necessary for the proper and adequate protection of Saint Paul, and will dispatch for the protection of Lauderdale only such personnel and equipment in response to the request for services by authorized persons as in his opinion can for the time being be safely spared from Saint Paul.

In case an emergency arises within Saint Paul while the equipment and personnel of the Fire Department are engaged in fighting a fire for Lauderdale, the Fire Chief or other person in active charge of the department may in his discretion recall to Saint Paul from the service of Lauderdale such equipment and personnel as he may in his opinion consider necessary to meet said emergency. The determination of the Chief or the active head of the department as to what equipment shall be furnished or withdrawn, as provided herein, will be final and conclusive.

Notwithstanding the above, in the exercise of discretion regarding the personnel and equipment available for services in Lauderdale, the Fire Chief or designee will use best efforts to ensure that the level of service provided in Lauderdale is comparable to that provided by the Fire Department in Saint Paul.

C. Reports.

The Fire Department will provide Lauderdale a quarterly report of 911 Responses to Lauderdale. The report will include numbers and purpose of calls, building/property involved, and result of call/response.

If Lauderdale desires specific patient care reports for risk management or insurance purposes, Lauderdale may request that the patient obtain the report from Saint Paul. Lauderdale will not receive patient care reports directly from the Fire Department.

D. Chain of Command.

The chain of command for purposes of making emergency decisions in incidents relating to fire and hazardous materials services provided by Saint Paul pursuant to this Agreement will be as follows when Saint Paul staff are in Lauderdale providing such services:

1. The Fire Department will implement the Incidental Command System (ICS) as per department procedures.
2. The Fire Department will respond with an Incident Commander who holds the title of either District Chief, Deputy Chief or Assistant Chief of Operations.
3. Lauderdale will provide a city representative for large scale events to communicate with the Fire Department.

SECTION 3. Obligations of Lauderdale.

1. Lauderdale will provide any additional City services necessary for response to an Emergency outside of the fire services provided by Saint Paul, including but not limited to:
 - a. Any required Public Works services;
 - b. Any required Police services;
 - c. Any required Code Enforcement/Safety and Inspections services; and
 - d. General emergency management needs.

Lauderdale will coordinate any required water services with St. Paul Regional Water Services.

A. Information.

Lauderdale will provide the following information upon written request by Saint Paul or, in the case of an Emergency, as promptly as reasonably possible after any request:

B. Request For Services.

A call for an Emergency in Lauderdale shall be received by the Ramsey Count Public Safety Answering Point (PSAP) at the Ramsey County Emergency Communication Center (RCECC) and will be routed to the Fire Department. The Fire Department shall coordinate with RCECC to provide the Fire Department the following information, as available, at the time of the request to Saint Paul for services.

1. A description of the incident, including what happened, the time, the type of materials involved, if any, the geographic area, and any other detail which may be helpful; and
2. A description of the most favorable response route to minimize the response time.

C. Incident Risk Management

At the request of the Incident Commander, Lauderdale may provide, at its option and at its own expense, one or more of the following:

1. Crowd Control;
2. Evacuation of the site and surrounding area, as necessary;
3. Site Security (during and post-incident);
4. Heavy equipment;
5. Diking material (as required by scope of incident); and
6. Hazardous Materials recovery by private contractor, if necessary.

SECTION 4. Term.

A. Term.

This Agreement shall commence on _____, 2020 and shall remain in full force for a period of one year from that date, expiring on _____, 2021, unless terminated earlier pursuant to the terms of this Agreement.

B. Renewal.

After expiration of the initial one year term, this Agreement shall automatically renew for successive periods of one year unless either party provides written notice to the other as provided in Section 11 of this Agreement

SECTION 5. Contacts/Authorized Agents for Services Provided.

Lauderdale's contact person/liaison officer and authorized agent for Emergency services to be provided pursuant to this Agreement is its City Administrator.

Saint Paul's contact person/liaison officer and authorized agent for Emergency services to be provided pursuant to this Agreement is:

SECTION 6. Compensation and Billing.

A. Compensation.

1. Lauderdale agrees to compensate Saint Paul at a rate of \$75,000.00 for fire and hazardous materials response team services performed under this Agreement for the first year. The amount of compensation paid by Lauderdale each subsequent year will increase by 2.25%.
2. Saint Paul may request additional administrative cost compensation based on an itemized invoice for actual costs incurred when extraordinary circumstances result from a specific Lauderdale authorized hazardous emergency response and such costs are authorized by Lauderdale in writing in advance.
3. Saint Paul will be responsible for and pay, when due, all taxes and other withholdings due on compensation paid to employees of Saint Paul.
4. Saint Paul will accept no income, payment, or compensation of any kind from any third party in connection with or related in any way to the provision of the services to Lauderdale under this Agreement.

B. Billing.

Saint Paul agrees to invoice Lauderdale for regular services provided under this Agreement within 30 days of the end of each calendar quarter beginning with the quarter ending _____, 2020. Saint Paul also agrees to invoice Lauderdale by January 31 of each year for all labor and/or other miscellaneous expenses incurred during the previous calendar year due to extraordinary circumstances as previously approved by Lauderdale. Upon review and verification, Lauderdale will pay Saint Paul the required amount within 35 days of receipt of each invoice.

SECTION 7. Independent Contractor.

In providing services to Lauderdale under this Agreement, Saint Paul will be acting as an independent contractor, and nothing will be deemed to create a relationship of employer-employee,

common law employee, principal-agent, partner, or joint venture between Saint Paul and Lauderdale. Neither party has any authority to bind the other to any contract or agreement without the other's written permission. Saint Paul will be responsible for all of its own federal, state, and local taxes, withholding, social security, insurance, and other employee benefits.

SECTION 8. Liability.

Lauderdale agrees to release Saint Paul, its officers, agents and employees, from all claims for damages or loss resulting from failure to furnish or delay in furnishing personnel or equipment, or from failure to prevent, control or extinguish any conflagration resulting from the reasonable exercise of discretion by Saint Paul. Each party agrees to indemnify and hold harmless the other party, its officers, agents and employees, from all claims for injury, loss or damage to persons or property occurring in connection with performance of the services hereunder and arising out of and caused by the negligent act or omissions of that party's officers, agents or employees.

Lauderdale will reimburse Saint Paul for all loss and damage to equipment while being used in Lauderdale in connection with the furnishing of services under this Agreement, ordinary wear and tear excepted.

SECTION 9. Insurance.

Both Lauderdale and Saint Paul are municipal subdivisions under the statutes of the State of Minnesota and represent and warrant that they are authorized as self-insured or have in place insurance policies for purposes of all property damage and general liability claims. Both Lauderdale and Saint Paul also represent that they have in full force and effect applicable health insurance, including worker's compensation or disability insurance for themselves and their employees performing work under this Agreement. Liability limitations and exceptions apply to both cities pursuant to Minn. Stat., Chapter 466 and laws related thereto and no party shall recover damages against Lauderdale and Saint Paul any amounts greater than the limits on liability for any one party as provided in Minn. Stat., Chapter 466. The cities shall both provide a copy of their certificate or letter evidencing self-insurance as described herein.

SECTION 10. Saint Paul's Warranties and Covenants.

Saint Paul hereby represents, warrants, and covenants as follows:

1. Saint Paul is financially solvent; able to pay its debts and is possessed of sufficient working capital to provide the services/equipment in accordance with the Agreement.
2. Saint Paul warrants that it has complied with all applicable registration and licensing requirements to enable Saint Paul to act as an independent contractor under the terms of this Agreement.

3. Saint Paul has the experience and skills necessary to perform and provide the services and equipment required pursuant to this Agreement. All services provided by Saint Paul will be performed:
 - a. In a professional manner, with a high grade, nature, and quality commensurate with that which is customary in the industry;
 - b. In compliance with all applicable federal, state, and local laws, rules, regulations and ordinances, including, without limitation, the laws, rules and regulations of the federal Occupational Safety and Health Act (OSHA).

SECTION 11. Termination of Agreement.

This Agreement may be terminated by mutual consent of the parties at any time. This Agreement may be terminated by either party for material breach upon 30 days' written notice to the other party and that party's failure to cure the default within said period of time. This Agreement is subject to termination without cause by either party upon ninety (90) days' written notice. Upon termination, Saint Paul will invoice Lauderdale for the pro-rated portion of the total work already completed of the total up to the time of termination.

SECTION 12. Data Practices.

Saint Paul and Lauderdale agree to abide strictly by Minn. Stat., Chapter 13, the Minnesota Government Data Practices Act. All of the data created, collected, received, stored, used, maintained, or disseminated by Saint Paul in performing functions under this Agreement is subject to the requirements of the Minnesota Government Data Practices Act and any service provider must comply with those requirements as if it were a governmental entity. The remedies in the Minnesota Government Data Practices Act apply to Saint Paul and Lauderdale. If any provision of this Agreement is in conflict with the Minnesota Government Data Practices Act or other Minnesota state laws, state law shall control.

SECTION 13. Legal Responsibilities to the Public.

Saint Paul will, while in Lauderdale or performing any of the services hereunder, comply with all applicable local, state and federal safety laws and regulations including, without limitation, laws and regulations under the federal Occupational Safety and Health Act.

SECTION 14. Access to Financial Records.

Lauderdale may request statements of account regarding income or expenses generated pursuant to this Agreement. Saint Paul agrees to provide such statements of account within a reasonable period of time, not to exceed 45 days, after receipt of the request from Lauderdale.

SECTION 15. Assignment or Transfer of Duties.

Saint Paul and Lauderdale acknowledge that the services to be rendered under this Agreement are unique and personal. Neither party may assign, transfer or delegate its rights, duties or obligations under this Agreement without the prior written consent of the other party.

SECTION 16. Amendments.

All alterations, amendments, deletions or waivers of the terms of this Agreement shall be valid and enforceable only when they have been agreed upon by both parties and executed by both parties in writing.

SECTION 17. Entire Agreement.

It is understood and agreed that this Agreement constitute the entire agreement by the parties concerning the subject matter hereof and supersedes all oral agreements and negotiations between the parties relating to the subject matters herein.

SECTION 18. Interpretation of Agreement, Venue.

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

SECTION 19. Waiver.

The waiver by either of the Cities of any breach under the terms of this Agreement or the failure by a City to enforce the rights or remedies arising under the terms of this Agreement shall not constitute a waiver of a City's rights and/or remedies with respect to any subsequent breach or default of the terms of this Agreement. The rights and remedies of the Cities provided or referred under the terms of this Agreement are cumulative and not mutually exclusive.

SECTION 20. Notices.

Unless otherwise specified in this Agreement, all notices or other written communications required under this Agreement shall be delivered in person, recognized private delivery service or deposited in United States Certified Mail, Return Receipt Requested. Any notices or other communications shall be addressed as follows:

To Saint Paul:

Saint Paul Fire Department
645 Randolph Avenue
Saint Paul, MN 55102
Attn:

To Lauderdale:

1891 Walnut Street
Lauderdale, Minnesota 55113
Attn: City Administrator

SECTION 21. Severability.

The provisions of this Agreement are severable. If any part of this Agreement is rendered void, invalid or otherwise unenforceable by a court of competent jurisdiction, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

IN WITNESS WHEREOF, the respective parties have executed this Agreement, intending to be bound hereby effective the date and year indicated above.

Lauderdale

Mary Gaasch, Mayor

Heather Butkowski, City Administrator-Clerk

Saint Paul

Mayor or Designee

Director of Financial Services

Fire Chief

Approved as to Form

Assistant City Attorney

**AGREEMENT FOR FIRE SERVICE BETWEEN
THE CITY OF FALCON HEIGHTS AND
THE CITY OF LAUDERDALE**

AGREEMENT MADE this 11th day of December, 2013 by and between the **City of Falcon Heights**, a Minnesota municipal corporation (“Falcon Heights”), and the **City of Lauderdale**, a Minnesota municipal corporation (“Lauderdale”).

WHEREAS, the parties hereto are parties to a previous agreement dated December 14, 2005 relating to the furnishing of fire service by Falcon Heights to Lauderdale; and

WHEREAS, the parties wish to make this Agreement for the continued provision of fire service by Falcon Heights to Lauderdale in accordance with the terms and provisions hereinafter set forth; and

WHEREAS, Falcon Heights is authorized by prior action of the City Council pursuant to Minnesota Statutes § 438.08 to provide fire service outside the limits of Falcon Heights; and

WHEREAS, Minnesota Statutes § 438.09 authorizes municipalities to contract with other municipalities providing fire services as authorized under Minnesota Statutes § 438.08 to contract for compensation for services rendered; and

WHEREAS, Falcon Heights and Lauderdale are adjacent communities and Falcon Heights has the means and ability to provide fire protection services for Lauderdale, while at the same time providing adequate fire services within the City of Falcon Heights.

NOW, THEREFORE, the parties hereto agree as follows:

1. **SERVICES.** Falcon Heights shall provide the following services to Lauderdale:
 - a. **Fire Services.** Falcon Heights shall furnish fire protection services to all property located within Lauderdale. Falcon Heights shall respond to all fires in Lauderdale with the same level of service and effort as it does in Falcon Heights whenever Falcon Heights is notified of such fire.
 - b. **Routine Fire Inspection Services.** Falcon Heights shall provide routine fire inspection services. The services shall include routine annual inspections of all day care facilities, multi-family residential structures with three or more units, and commercial and industrial structures, and one follow-up inspection per structure.
 - c. **Non-routine Fire Inspection Services.** Falcon Heights shall provide additional fire inspection services necessitated by particular fire code concerns, complaints, or the need for more than one follow-up inspection.

2. **COMPENSATION.** For the services provided herein by Falcon Heights, Lauderdale shall pay Falcon Heights the sum of the following:

- a. A readiness-to-serve factor equal to a base rate sum computed by multiplying the previous year's fair market value of all property in Lauderdale, times a standard multiplier of .00009723.
 - b. Charges for service will be based upon a charge for each truck according to the call time as outlined in Appendix A. The fee shall be based on the budgeted costs for operating the Fire Department. Falcon Heights shall provide Lauderdale with a preliminary estimated cost by September 1st and a final estimated cost which is no more than three percent (3%) greater than the preliminary cost, by September 30th of each year.
 - c. A fee for fire prevention services based upon the fire inspector's hourly rate and mileage and an estimated number of hours of fire prevention inspection activities and associated work will be calculated for the coming year. Any fire prevention services provided that exceed the number of estimated hours will be charged on an "as needed" basis and be pro-rated using the fire inspector's hourly rate and mileage.
 - d. It shall be the responsibility of Lauderdale to recover or pay for any HAZMAT costs incurred in Lauderdale.
 - e. Lauderdale shall make payment to Falcon Heights based on the rates and charges established by Falcon Heights for each calendar year. Falcon Heights shall bill Lauderdale monthly for services received. The bill shall be submitted within thirty (30) days after the end of the month. Lauderdale shall pay on a monthly basis on or before the 1st day of each month.
 - f. The City of Lauderdale shall pay a capital share for fire truck replacement of Truck 757 commencing in 2014 and continuing through 2023, of \$2,250 per year, as outlined in Appendix B.
3. **EFFECTIVE DATE AND TERM.** This Agreement shall apply to services rendered and shall continue in force until modified or terminated by agreement of the parties or until termination by either party. This Agreement may be severed by either party by notifying the other party's City Administrator with a written notice of termination on or before July 15th of the calendar year of the party's intent to terminate the contract no earlier than midnight, December 31st of that same calendar year or after December 31st of that calendar year as identified in the notification of termination.
4. **LIABILITY.** Falcon Heights shall not be liable to Lauderdale or any other person or party for loss or damage of any kind whatever resulting from any failure to prevent, control or extinguish any fire, or prevent any personal injury, unless such loss or damage or injury is caused by the gross negligence of Falcon Heights. Lauderdale shall indemnify and hold harmless, and defend Falcon Heights, its officials and employees against any and all liability, loss, costs, damages, expenses, claims or actions arising out of or by reason of the failure of the Falcon Heights's Fire Department to attend a fire, or to put out a fire or for

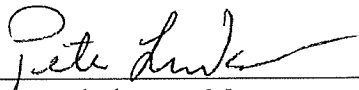
damage to property caused by a fire in Lauderdale, except for claims arising as a result of gross negligence by the Falcon Heights's Fire Department in the execution, performance, or failure to adequately perform the Falcon Heights's obligations pursuant to this Agreement.

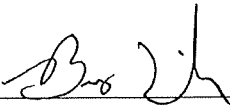
5. **INDEMNIFICATION.** Except as provided in Paragraph 4 above, each City shall be liable for its own acts and the results thereof to the extent provided by law and agrees to defend, indemnify and hold harmless each other (including their officials, employees, volunteers and agents), from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney's fees, resulting directly or indirectly from any act or omission of the party, anyone directly or indirectly employed by it, and/or anyone for whose acts and/or omissions it may be liable, in the performance or failure to perform its obligations under this Agreement. Each city's liability shall be governed by the provisions of Minnesota Statutes, Chapter 466 and other applicable law. The parties agree that liability under this Agreement is controlled by Minnesota Statutes § 471.59, subd. 1.a. and that the total liability for the parties shall not exceed the limits on governmental liability for a single unit of government as specified in Minnesota Statutes § 466.04, subd. 1(a).
 - a. **Insurance.** Each City warrants that it has a purchased insurance or has a self-insurance program.
 - b. **Duty to Notify.** Each City shall promptly notify the other of any claim, action, cause of action or litigation brought against the party, its employees, officers, agents or subcontractors, which arises out of the services contained in this Agreement and should also notify the other cities whenever any city has a reasonable basis for believing that the city, and/or its employees, officers, agents or subcontractors, and/or the other cities might become the subject of a claim, action, cause of action or litigation arising out of the services contained in the Agreement.
6. **STATE AID.** Pursuant to the authority granted in Minnesota Statutes § 69.011, et. seq. and in particular Minnesota Statutes § 69.021, Subd. 7, Falcon Heights shall, for the purposes of calculating fire state aid, be entitled to include the population and net tax capacity of Lauderdale in the area for which it furnishes fire protection service and two duly executed copies of this contract shall be filed by Falcon Heights with the Minnesota Commissioner of Revenue, who will in turn, forward one copy of the contract to the Ramsey County Auditor.
7. **FIRE INCIDENT INSPECTIONS.** Fire inspections carried out by the Fire Chief or his or her authorized personnel, including the fire inspector, as part of a fire incident shall be considered as part of over-all fire department services covered by this contract and no separate charge shall be made for these inspections.
8. **MONTHLY REPORTS.** Falcon Heights shall provide monthly fire report summaries within thirty (30) days after the end of the month. Falcon Heights shall provide special fire reports upon Lauderdale's request.

9. **COMMUNICATION.** Falcon Heights shall make every reasonable effort to notify Lauderdale of a major fire or related incident in a timely way on the first business day following the incident.
10. **MUTUAL AID.** Falcon Heights shall, in providing the services under this Agreement, utilize the mutual aid assistance available to it pursuant to various mutual aid agreements with other governmental units while serving Lauderdale including the authority to request assistance from a HAZMAT unit when the situation warrants it.
11. **MINNESOTA GOVERNMENT DATA PRACTICES ACT.** All data collected, created, received, maintained, or disseminated, in any form, for any purposes because of this Agreement is governed by the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13 and related statutes), as amended, the Minnesota Rules implementing such Act, as amended, as well as Federal Regulations on data privacy. The person responsible for release of all data under this Agreement shall be identified by each party.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth below.

CITY OF FALCON HEIGHTS

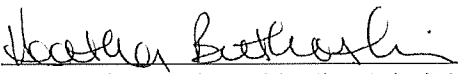
By: 
Peter Lindstrom, Mayor

By: 
Bart Fischer, City Administrator

Date: 12/11, 2013

CITY OF LAUDERDALE

By: 
Jeffrey E. Dains, Mayor

By: 
Heather Butkowsky, City Administrator

Date: December 10, 2013

APPENDIX A

Response to fire calls and false alarms

	0-45 Minutes	46-120 Minutes	121-360 Minutes	Over 360 Minutes (Extreme)
Fire Call (per truck)	\$457.68	\$457.68	\$893.83	\$1,420.03
Identified False Alarm (per call)	\$228.85	\$457.68	<i>Not Applicable</i>	<i>Not Applicable</i>

Appendix B
Lauderdale Capital Payment for Truck 757

Year	Payment Amount
2014	\$2,250
2015	\$2,250
2016	\$2,250
2017	\$2,250
2018	\$2,250
2019	\$2,250
2020	\$2,250
2021	\$2,250
2022	\$2,250
2023	\$2,250

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 23, 2020

ITEM NUMBER Lot Division & Assign Address

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

1767 Malvern Street consists of two forty-foot (40') lots that have been consolidated into one eighty-foot (80') parcel of land. The proposed division would recreate the two originally platted forty-foot (40') lots. After dividing the lots, Parcel "A" (the northerly lot) would have a house and garage, and Parcel "B" (the southerly lot) would have a garage.

A garage exists on the lot being separated. A separate agreement is needed to address this matter and is the next item on the agenda.

The resolution with survey will be registered with the Ramsey County Recorder. This will enable the City to acquire a PIN (property identification number) for the parcels.

OPTIONS:

- ◆ Approve the lot division and address assignment by adopting the resolution as presented.
- ◆ Amend the resolution before adopting.
- ◆ Deny the lot division and address assignment by not adopting the resolution.

STAFF RECOMMENDATION:

Motion to adopt Resolution 062320B - A Resolution Approving Lot Split of Real Property Located at 1767 Malvern Street.

Member _____ introduced the following resolution and moved its adoption:

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

RESOLUTION NO. 062320B

**RESOLUTION APPROVING LOT SPLIT OF REAL
PROPERTY LOCATED AT 1767 MALVERN STREET**

WHEREAS, the City of Lauderdale (the “City”) has received a lot split request from Grace B. Dyrud and Keith P. Dyrud (the “Applicants”) for the real property currently described as:

Lots 9 and 10, Block 9, Lauderdale’s East Side Addition to Minneapolis, Ramsey County, Minnesota (the “Property”).

; and

WHEREAS, the proposed legal descriptions for the resulting parcels following the lot split are as follows:

Lot 9, Block 9, Lauderdale’s East Side Addition to Minneapolis, Ramsey County, Minnesota (“Parcel A”),

and

Lot 10, Block 9, Lauderdale’s East Side Addition to Minneapolis, Ramsey County, Minnesota (“Parcel B”).

; and

WHEREAS, the lot split will comply with the requirements of Title 10, Zoning, and Title 11, Subdivision, of the Lauderdale City Code, provided, however, that the Applicants executed an agreement regarding the garage that will remain on Parcel B.

NOW THEREFORE, BE IT RESOLVED, that the Lauderdale City Council approves the lot split of the Property into two separate residential parcels of land, as defined herein as Parcel A and Parcel B, respectively, on condition that the Applicants enter into an agreement with the City related to the garage that will exist on Parcel B following said lot split, and said agreement shall be recorded immediately following this resolution and prior to any conveyance of Parcel B to a third party.

NOW THEREFORE, BE IT FURTHER RESOLVED by the Lauderdale City Council that following the effectuation of said lot split, the street address for Parcel A shall be 1767

Malvern Street, Lauderdale, Minnesota, and the street address for Parcel B shall be 1763 Malvern Street, Lauderdale, Minnesota.

Dated: June 23, 2020

Mary Gaasch, Mayor

Attest:

Heather Butkowski, City Administrator-Clerk

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

_____, _____, _____, _____, and _____.

And the following voted against same:

None

Whereupon said resolution was declared duly passed.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 23, 2020

ITEM NUMBER Agreement for Exist Garage

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In the preceding item, the Council considered the division of 1767 Malvern Street into two parcels. Assuming that happened, the next step is to address the stand-alone garage on the newly created 1763 Malvern Street lot.

Per code, a lot cannot have a stand-alone garage. As the garage is relatively new, it does not make sense to tear it down. The owners are selling to a builder that plans to build a house to go with the garage. An agreement is required to ensure that if this does not happen, the City has the authority to remove the garage. The following agreement gives a one-year timeline for the owner to obtain a building permit to construct a house to go with the garage. The owner then has one additional year to construct the house after obtaining the building permit. If a building permit is not obtained within one year, and the garage has not been removed, then the City has the ability per the agreement to remove the garage and assess the cost to the property.

OPTIONS:

STAFF RECOMMENDATION:

Motion to approve the agreement with Grace B. Dyrud and Keith P. Dyrud, owners of Lot 10, Block 9, Lauderdale's East Side Addition to Minneapolis, Ramsey County, Minnesota, as presented.

AGREEMENT

This AGREEMENT (“Agreement”) is made and entered into this ____ day of June, 2020 (the “Effective Date”) by and between Grace B. Dyrud and Keith P. Dyrud, a married couple (hereinafter referred to collectively as “Owners”), and the city of Lauderdale, a Minnesota municipal corporation (hereinafter referred to as “City”).

RECITALS

- A. The Owners are fee owners of the real property legally described in the attached Exhibit A (the “Property”);
- B. The Owners have agreed to sell the Property to a buyer who intends to construct a single-family dwelling thereon;
- C. There is presently a garage located on the Property (the “Garage”) but no principal structure and so the Property is in violation of the City’s zoning regulations which prohibit a lot from containing an accessory structure without a principal structure;
- D. The above-described violation is the result of a lot split that was recently effectuated by the Owners, which caused the Property to become a standalone parcel;
- E. Said lot split was approved by the City on condition that the Owners enter into an agreement with the City to ensure that the above-described violation is remedied in the near future; and
- F. Accordingly, the City has determined that it is reasonable to allow the Garage to remain on the Property despite the aforementioned code violation, provided the Owners enter into and comply with all terms and conditions of this Agreement.

AGREEMENT

In consideration of the mutual covenants and promises contained herein, the parties hereto agree and stipulate as follows:

1. The Garage. The City hereby agrees that the Garage may remain on the Property despite the non-existence of a principal structure, provided, however, that all terms and conditions of this Agreement are otherwise adhered to. The City further agrees that it will not initiate enforcement proceedings against the Owners as it relates to the aforementioned violation unless the Owners breach any of the express terms of this Agreement.
2. Removal of Garage or Construction of Principal Structure. On or before one year from the Effective Date, the Owners shall either (a) obtain a building permit from the City for a lawful principal structure on the Property; or (b) completely remove the Garage from the Property in accordance with all state and local laws and regulations. If the Owners obtain a building permit within one year of the Effective Date, then they must construct the associated principal structure on the Property and obtain a certificate of occupancy within one year of the date of issuance of the building permit. Should the Owners fail to comply with any of the deadlines provided in this Section 2, then the City, its agents, employees, contractors, and invitees may immediately enter onto the Property, demolish and remove the Garage, and assess all of its costs related thereto pursuant to Sections 3 and 4 of this Agreement without the need for any further action or approval.
3. Right of Entry; Garage Removal.
 - (a) The Owners hereby grant to the City, its agents, employees, contractors, and invitees, the right to immediately enter upon the Property for the purpose of removing the Garage as authorized under this Agreement, for the further purpose of storing materials, equipment, and other items thereon which are needed in connection with said work, and for the purpose of inspecting the Property to determine compliance with this Agreement. In consideration for such right of entry, the City agrees to use the Property only for the purposes described herein and will do no unnecessary damage to the land. The right of entry outlined herein shall expire upon termination of this Agreement.
 - (b) The City shall have the right, but not the obligation, to enter the Property to demolish, remove and dispose of the Garage pursuant to this Agreement. If the City plans to exercise this right, it shall make reasonable efforts to notify the Owners in writing before any removal of the Garage shall commence. Nothing in this Agreement shall create liability on behalf of the City for removing the Garage in accordance herewith, and the Owners shall have no right to recover any damages, at law or in equity, for the removal of the same if done in accordance with all terms contained herein.
4. Special Assessment of City Expenses; Waivers. If the City removes the Garage in accordance with the authority granted to it herein, it may assess all of its expenses incurred in carrying out the work, including any associated attorneys' fees, which are estimated to be approximately \$7,500. The Owners, for themselves and their successors and assigns, waive the right to object to the City's assessment of 100 percent of such expenses, provided that said assessment does not exceed the estimated amount above. The Owners, for themselves and their successors and assigns, further waive the right to appeal the levy of the special assessment pursuant to any provision contained in state law, including all such rights contained in Minnesota Statutes, Chapter 429, or otherwise, and further specifically

agree with respect to such special assessment against the Property that:

- (a) Any requirements of Minnesota Statutes, Chapter 429 with which the City does not comply are hereby waived;
- (b) The increase in fair market value of the Property as a whole resulting from the work will be in an amount at least equal to the total cost assessed to the Property, and that such increase in fair market value is a special benefit resulting from said work; and
- (c) Assessment of the actual cost of the work against the Property as outlined above is reasonable, fair, and equitable and there are no other properties against which such costs should be assessed.

The City shall provide for the payment of such special assessment in five equal annual installments commencing with taxes payable in the year following the adoption of the assessment, with interest at the annual rate of 4.15 percent accruing from the date of adoption of the assessment. The City shall provide a written notice of the amount of the assessment prior to certification to the county for placement on the taxes of the Property to the then-current fee owner of the Property.

This Section 4 shall survive termination of this Agreement and shall be binding regardless of the enforceability of any other provision of this Agreement.

5. Owners Representations. The Owners represent that they are the fee owner of the Property, that they have full legal power and authority to encumber the Property as provided in this Agreement, that in doing so they are not in violation of the terms or conditions of any instrument or agreement of any nature to which they are bound or which relates in any manner to the Property. By signing this Agreement the Owners grant the City a license, and such other permissions as may be required, to enter the Property as needed to conduct inspections and to remove the Garage as otherwise authorized herein.
6. Termination. This Agreement shall terminate upon the earlier of the following: (1) once a certificate of occupancy is issued for a lawful principal structure on the Property; or (2) once the Garage is removed in its entirety and in accordance with all state and local laws, whether by the Owners or the City, and the City has been fully reimbursed for all costs and expenses it has incurred in performing said removal, if applicable.
7. Liability; Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the Owners, Owners' successors or assigns, Owners' contractor or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement the performance of this Agreement, or the City's exercise of its rights under this Agreement, nor will Owners make any claim against the City for or on account of any injury, loss or damage resulting from Owners' Property or use thereof. The Owners agree to indemnify, protect, hold harmless and defend the City, its officials, employees, contractors and agents from and against any and all liability, loss, costs, damages, expenses, claims, actions or judgments, including attorneys' fees which Owners or their

agents or contractors may hereinafter sustain, incur, or be required to pay, arising out of by reason of any act or failure to act by Owners or their agents or contractors or arising out of or by reason of this Agreement. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

Should the City remove the Garage or any portion thereof in accordance with this Agreement, the Owners waive any and all claims against the City for the removal or destruction of any and all personal items. As part of this waiver, the Owners knowingly acknowledge and agree that if the Garage is demolished and removed, none of the items have value, nor are they salvageable and, accordingly, the City may dispose of said items and need not make any attempt to salvage or sell said items.

8. Miscellaneous Provisions.

(a) Covenant. The promises and obligations contained within this Agreement are covenants running with the Property and are binding on the Owners and their successors and assigns.

(b) Entire Agreement; Modification. This Agreement, together with any exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, concerning this Agreement. This Agreement may be modified or amended only by court order or by a writing executed by all the parties hereto under the provisions of this Agreement.

(c) Notice. Any notice which is required under this Agreement will be deemed "given" three (3) days after prepaid posting in the U. S. Mail to:

(1) If to the Owners:

Grace B. Dyrud and Keith P. Dyrud
1805 Walnut Street
St. Paul, MN 55113

Or, if the Owners are no longer fee owner of the Property, to the owner of record of the Property at the mailing address for tax statements thereof on file with Ramsey County, Minnesota.

(2) If to the City:

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

with a copy to:

Ronald H. Batty
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or to such other address as a party may designate by notice to the other party in accordance with this subsection 9(c).

- (d) Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.
- (e) Recording. The covenants and agreements contained in this Agreement shall bind the Owners and the Owners' successors and assigns and shall run with the Property. It is the intent of the parties to this Agreement that this Agreement be in a form which is recordable among the property records of Ramsey County, Minnesota. The City may record this Agreement with the county upon execution.
- (f) Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.
- (g) Waiver. The waiver by the City or the Owners of any breach of any term of this Agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this Agreement.
- (h) Headings. Any headings appearing at the beginning of the several sections contained in this Agreement have been inserted for identification and reference purposes only and shall not be used in the construction and interpretation of this Agreement.
- (i) Severability. If any part of this Agreement shall be held invalid, it shall not affect the validity of the remaining parts of this Agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this Agreement and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby.
- (j) Public Data. This Agreement and the information related to it are subject to the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, which presumes that data collected by the City is public data unless classified otherwise by law.
- (k) Relationship of Parties. Nothing contained in this Agreement shall be deemed to

create a partnership, association or joint venture between the City and the Owners, or to create any other relationship between the parties other than that of the City and the Owners.

- (l) Compliance with Laws. The Owners agree to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the Property.
- (m) Attorney Fees. The Owners agrees to pay the City's costs and expenses, including attorney fees, in the drafting and review of this Agreement. The Owners further agrees to pay the City's costs and expenses, including attorney fees, in the event a suit or action is brought by the City against the Owners to enforce the terms of this Agreement.
- (n) Recitals. The recitals set forth above are incorporated into the Agreement.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date written above.

OWNERS

By: _____
Grace B. Dyrud

Date: _____

By: _____
Keith P. Dyrud

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of June, 2020, Grace B. Dyrud and Keith P. Dyrud, a married couple, the Owners.

Notary Public

CITY

By: _____
Mary Gaasch

Its: Mayor

Date: _____

By: _____
Heather Butkowski

Its: City Administrator

Date: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of June, 2020, by Mary Gaasch and Heather Butkowski, the mayor and city administrator, respectively, of the city of Lauderdale, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This document was drafted by:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lot 10, Block 9, Lauderdale's East Side Addition to Minneapolis, Ramsey County, Minnesota.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 23, 2020

ITEM NUMBER Boulevard Fence Request

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Zack & Claire Zehrer, 2445 Summer Street, are requesting the City Council grant an exception to the city code to allow them to construct a fence in the boulevard of Summer Street, on the east side of the alley between Malvern Street & Walnut Street. The Summer Street boulevard is 11' wide, plus there is a 1' setback requirement because they are a corner house. Thus, the minimum setback from Summer Street for the fence is 12'. They are proposing to locate the fence 4' from Summer Street, which would be an encroachment of 8'. Their materials are attached.

Consideration should be given to sight lines and safety. Staff included information about the properties referenced at the last meeting where it looks like fences are build in the right-of-way. Due to some platting anomalies on Ione Street and Summer Street, the fences in those locations are set back at least one foot from the right-of-way even though they don't appear to be.

OPTIONS:

Approve their request.
Approve the request with conditions for such things as height, opacity, setbacks, and materials.
Deny their request.

STAFF RECOMMENDATION:

2445 Summer St Fence Proposal

Materials: Cedar-tone or Brown treated wood (Pressure treated pine, dyed to look like cedar, keeps color for years)

Design: 4ft tall and 8 ft wide panels of horizontal 1x6 and 1x4 with 1" and 1.5" spacing in between (see attached photo for design inspiration)

Need for approval: We would like to build part of our fence extending into the City's right of way.

Starting at the SW corner of the property we would put the next fence panel at approximately a 45° angle to allow for sight lines in and out of the alley. This angle would help sight lines in addition to height of the fence being a manageable 4ft. The fence would then run parallel to Summer St at a distance of 4ft from the inside edge of the curb.

In addition to just wanting to be able to utilize more of our fenced in yard, we are asking for approval because we have a large oak tree that is right on the property line. If the fence were to be on the required setback line, the fence would have to go right up to the tree to be functional. I have serious concerns about this affecting the long term health of our beautiful shade tree. We would either have to put in posts very close to the tree or somehow affix the fence panel to the tree, both of which are detrimental to the tree's health. The other issue this causes is of course aesthetics.

Logistics:

Sight Lines: We have made alterations to our ideal design to best accommodate and maximize sightlines for pedestrians and vehicles coming in and out of the alley.

Utilities: The utility poles will remain outside the fence, allowing access for utility providers. The only utility line that runs underground inside the fence line is Xcel Energy electric to our house. Xcel will still be able to access the electric meter and the electric into the house from outside the fence, as the fence does not connect to our house at all. The gas line is outside the fence, straight in front of our house on the Summer St side. The water and sewer both run from the side of the house to Malvern Street. Centurylink and Xfinity both run through the air behind our garage and connect to the house outside the fenced area.

Emergency personnel: The fence will not prohibit access to our home from emergency personnel as it does not connect to our house. Emergency personnel will also be able to see into our yard over the fence as it is only 4ft tall. They would also be able to see through the horizontal fence slats.

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

Property Owner: Claire + Zack Zehrer

Address: 2445 Summer Lauderdale MN 55113
Street City State Zip code

Home Telephone: 320-333-3601 Work Telephone: _____

Contractor Name: _____

Address: _____
Street City State Zip code

Business Telephone: _____ Fax: _____

Type of Construction	Please check appropriate box	Attach Description of Request (attach site drawing, including location of property lines)
Driveway		
Parking Pad		
Fence (6' height & under)*	X	
Sidewalk in public right-of-way		
Retaining Wall (4' height & under)		
Swimming Pool		

I understand and hereby agree that the work for which the permit is issued shall be performed according to the following: 1) The conditions of the permit; 2) The approved plans and specifications; 3) The application City approvals, ordinances, and codes; 4) The State Building Code. I also understand that I am responsible for ensuring that all required inspections are requested in conformance with the State Building Code.

ZR ZH
 Applicant Signature

Zack Zehrer
 Print Applicant Name

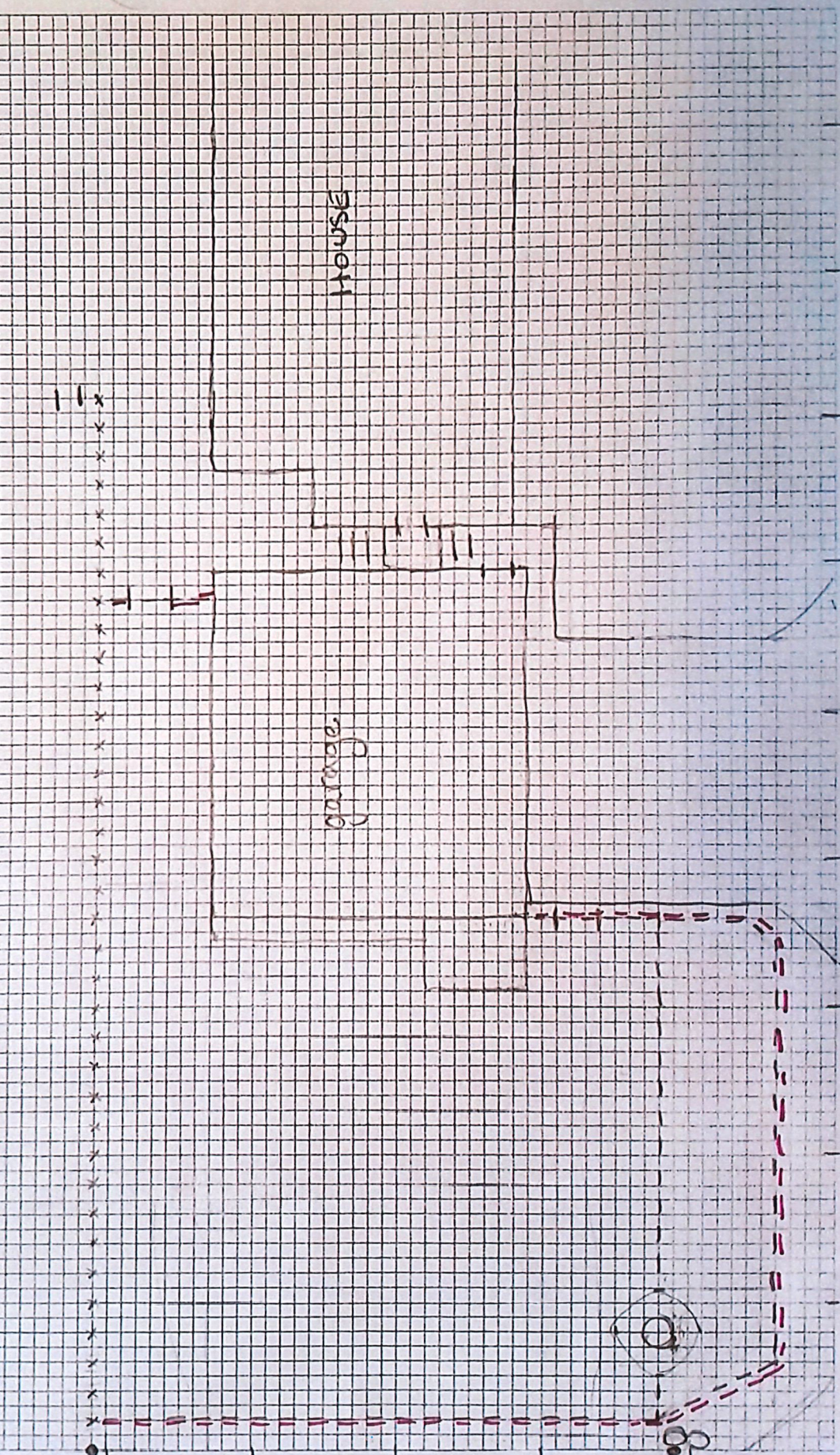
6-12-20
 Date

Date of Permit: _____	Permit No. _____	Receipt No. _____
Approvals Needed:		
<input type="checkbox"/> Ramsey County Permit Needed for Driveway?		
<input checked="" type="checkbox"/> City Council Approval Required for Fence? <u>Yes</u> If so, date of approval _____		
<input type="checkbox"/> Variance Necessary? _____ If so, date of City Council approval _____		
Inspection Types:		
<input type="checkbox"/> Final	Date: _____	Time: _____
<input type="checkbox"/> Other	Date: _____	Time: _____
	Comments: _____	Initials: _____
	Comments: _____	Initials: _____

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

2445 SUMMER STREET
1260 ft x 40 ft

- PIN
- xxx neighbor chain link fence
- - - Fence allowed
- - - Fence proposed
- tree
- H- gate



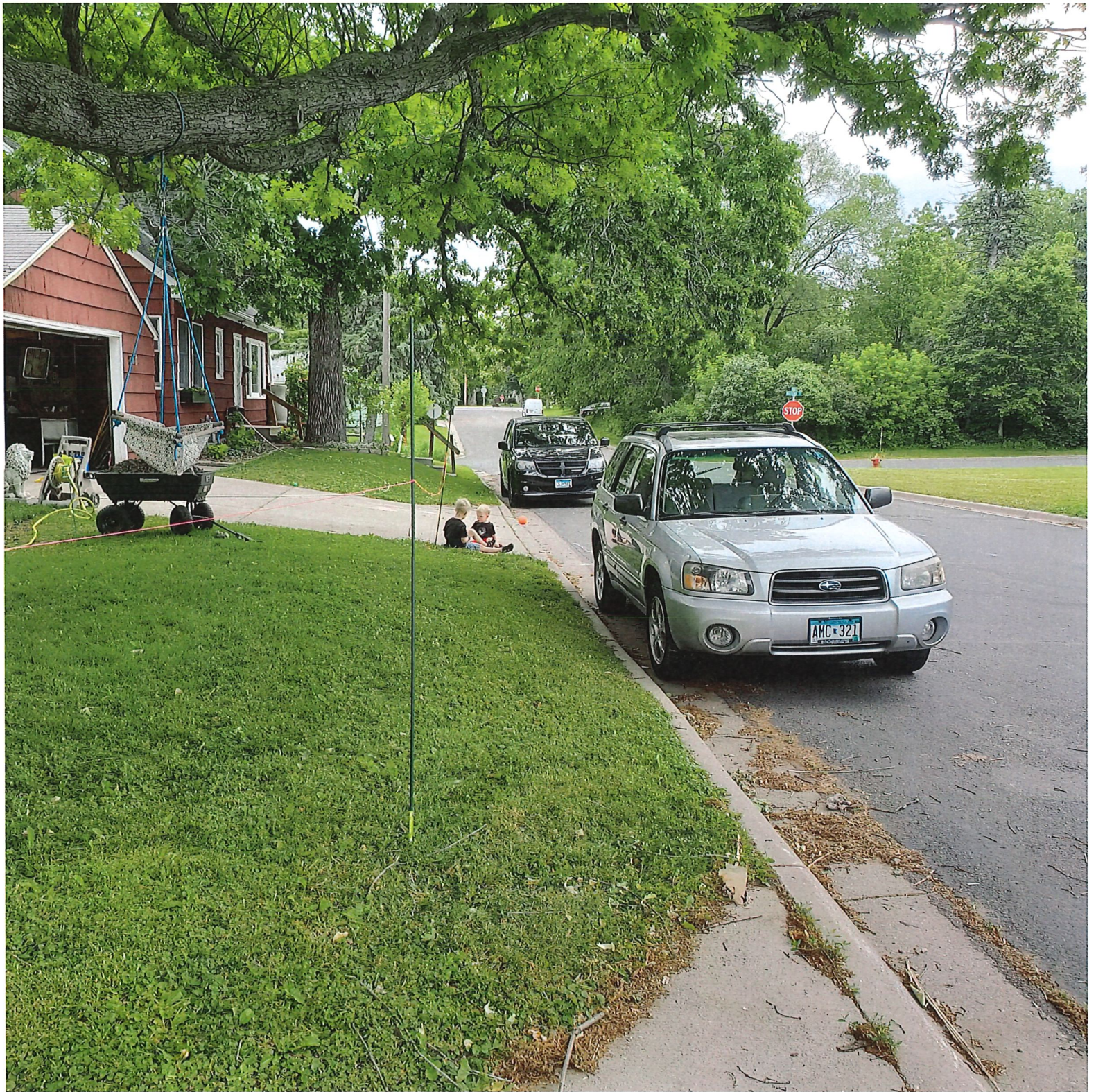
ALLEY

SUMMER STREET











© 2006 Peter A. Kirsch-Ko

Fence Location Information

The Council asked staff to provide information on existing fences that appear to be in the right-of-way.



1745 Fulham Street

The lone Street right-of-way narrows between Pleasant Street and Fulham Street. This fence is set one foot off the property line to the north (on the owner's property).



1744 Pleasant Street

The lone Street right-of-way narrows between Pleasant Street and Fulham Street. This fence is set three foot off the property line to the north (on the owner's property). The property line is very close to the curb line.



1860 Carl Street

The Summer Street right-of-way narrows between Eustis Street and Pleasant Street. This fence/wall is set one foot off the property line to the south (on the owner's property).



1924 Walnut Street

The owner of 1924 Walnut Street received permission in 2014 to replacing fencing in the right-of-way damaged by a car. The owner requested the fencing to protect to pedestrians from a drop off created by a retaining wall installed by Ramsey County in the 1980s.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 23, 2020

ITEM NUMBER Skyview Park Replacement

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

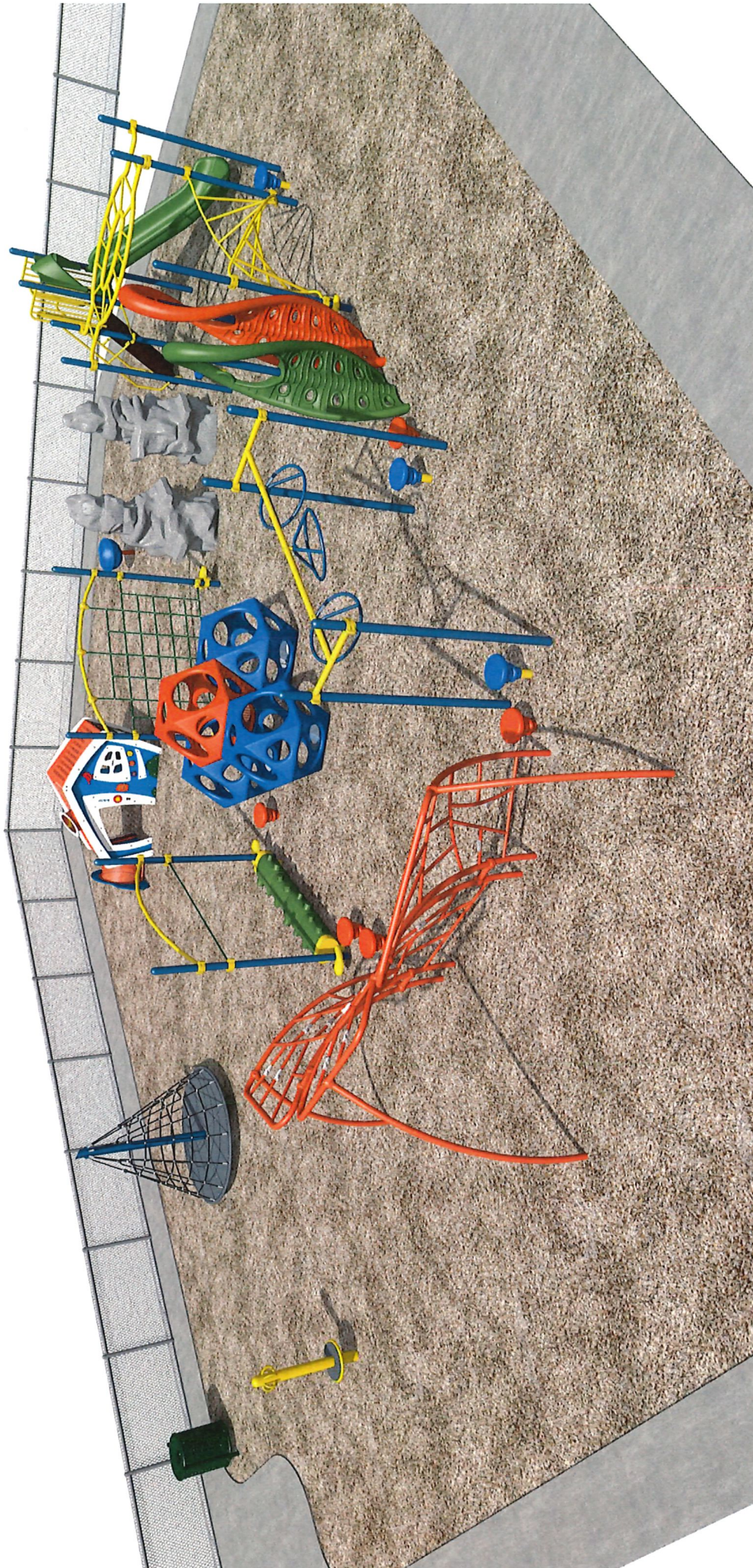
DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Late in 2019, we learned that Ramsey County was willing to provide the City with \$100,000 in federal CDBG funds to replace the playground equipment at Skyview park and make ADA upgrades. The County increased that amount to \$115,000 and remitted 75% of the money to the City already.

We received great feedback from residents and continue to rely on that as we tweak the design to fit the space. This version shrinks the footprint to what we were hoping for, something that largely fits on the southern lot. We received permission from Mn/DOT to use the space up to the fence. We changed the picnic shelter to a covered picnic table to save space. With the smaller footprint, the goal would be to install turf but we are waiting on the quote from the turf company.

This project is subject to Davis-Bacon labor rules and we are working on those details with our consultant as the packet goes to print. Staff hope to have that buttoned up by the meeting, if not we can take another look at the design and do approvals at the next meeting. Staff provided the owner of the adjoining parcel a copy of the plan and notice of tonight's discussion.

STAFF RECOMMENDATION:



POST & COMPONENT
 Blue Yellow Orange Forest Green
ROTOMOLD PLASTIC
 Green Orange Blue Graystone
2-COLOR PLASTIC
 Blue-Yellow
ECO-ARMOR
 Brown
ROPE, BULDERS & SHADE
 Green

Sales Representative
MIDWEST PLAYSCAPES
 8625 SALLE GREEN CIRCLE
 PHONE: 1.800.757.4052
 FAX: 1.800.757.4052
 E-MAIL: playscapes@midwest.com

Equipment Manufacturer
PLAYWORLD
 The world needs play.

Skyline Park
 Lauderdale, MN

20-2489A



POST & COMPONENT	ROTOVOLD PLASTIC	2-COLOR PLASTIC	ECCO-ARMOR
Blue	Green	Blue-Yellow	Brown
Yellow	Orange		
Orange	Blue		
Forest Green	Graystone		
			ROPE - BOULDERS & SHADE
			Green

Sales Representative

MIDWEST PLAYSCAPES
 8632 SAGLE CREEK CIRCLE
 PHONE 1800.717.1852
 EMAIL: playscapes@midwest.com

Equipment Manufacturer

PLAYWORLD
The world needs play!

Skyline Park
 Lauderdale, MN

20-2489A



Skyline Park
Lauderdale, MN

20-2489A

Sales Representative
MIDWEST PLAYSCAPES
 8613 LINDSEY AVE
 SAUKRIDGE, MN 55378
 (PHONE) 1.800.747.1457
 (EMAIL) playscapes@earthlink.net

Equipment Manufacturer
PLAYWORLD
 The world needs play!

- POST & COMPONENT
 - Blue
 - Yellow
 - Orange
 - Forest Green
- ROTMOLD PLASTIC
 - Green
 - Orange
 - Blue
 - Graystone
- 2-COLOR PLASTIC
 - Blue-Yellow
- ECO-ARMOR
 - Brown
- ROPE, BOULDERS & SHADE
 - Green



MIDWEST PLAYSCAPES, INC.
8632 Eagle Creek Circle
Savage, MN 55378

EQUIPMENT SIZE:
23'1" X 51'8" X 10'3"

USE ZONE:
56' X 66'

AREA:
3,376 Sq. Ft.

PERIMETER:
223 Ft. 2 In.

FALL HEIGHT:
8 Ft. 5 In.

USER CAPACITY:
98

AGE GROUP:
5-12

SKYLINE PARK

LAURENDALE, MN



✓ ASTM F1487-17
✓ CPSC #325

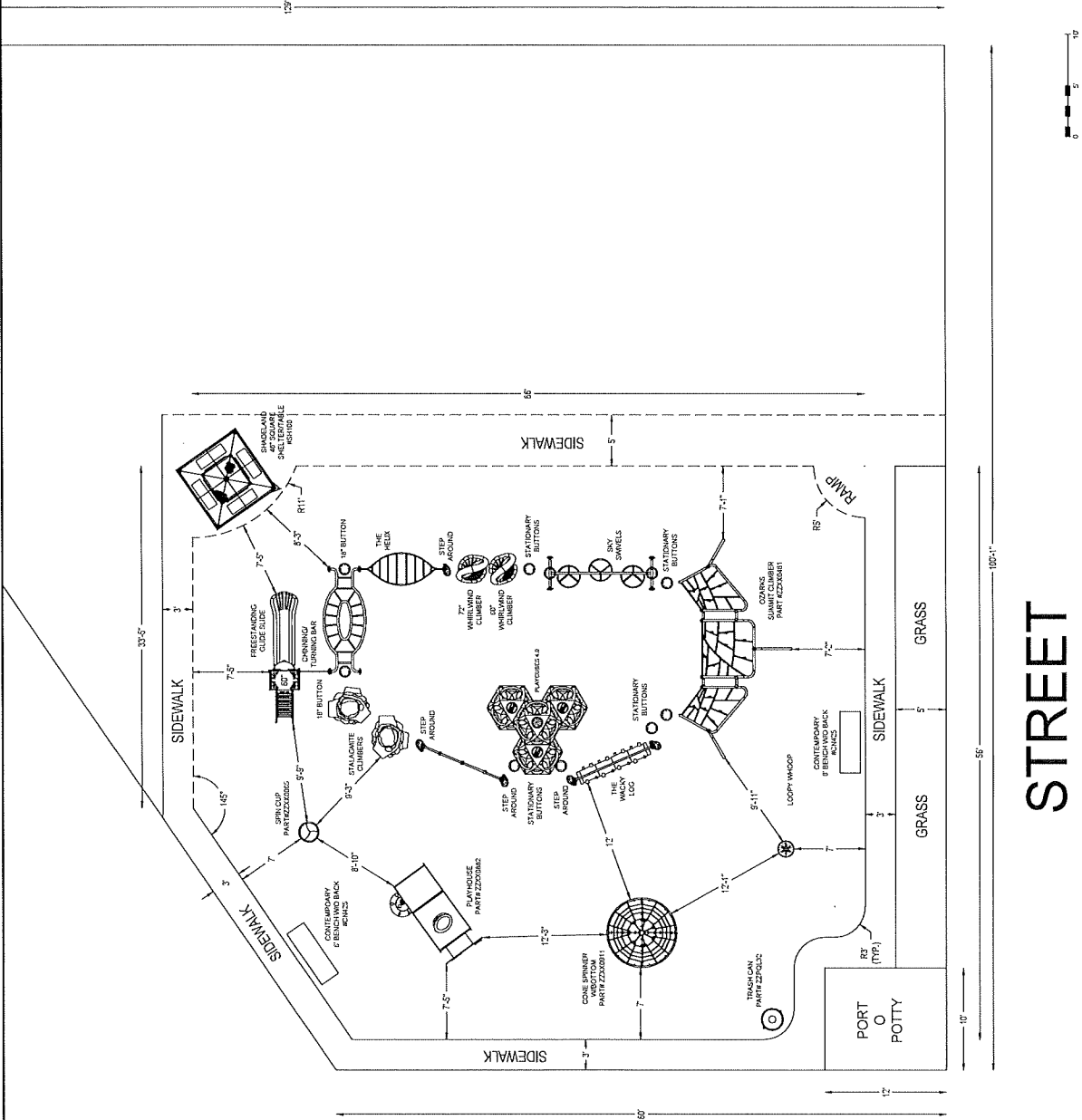
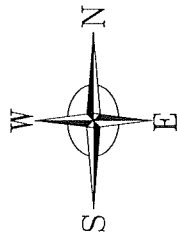
PROJECT NO:
20-2489A.MID

SCALE:
3/32"=1'0"

DRAWN BY:
MICHAEL BORDNER

Paper Size
B

DATE:
17-JUNE-20



*PLAYGROUND SUPERVISION REQUIRED

SKYLINE PARK

LAURENDALE, MN



MIDWEST PLAYSCAPES, INC.
8632 Eagle Creek Circle
Savage, MN 55378

EQUIPMENT SIZE:
23'1" X 5'18" X 10'3"

USE ZONE:
56' X 66'

AREA: 3,376 Sq. Ft.
PERIMETER: 223 Ft. 2 In.

FALL HEIGHT:
8 Ft. 5 In.

USER CAPACITY: 98
AGE GROUP: 5-12



✓ ASTM F1487-17
✓ CPSC #325

SCALE:
3/32"=1'0"

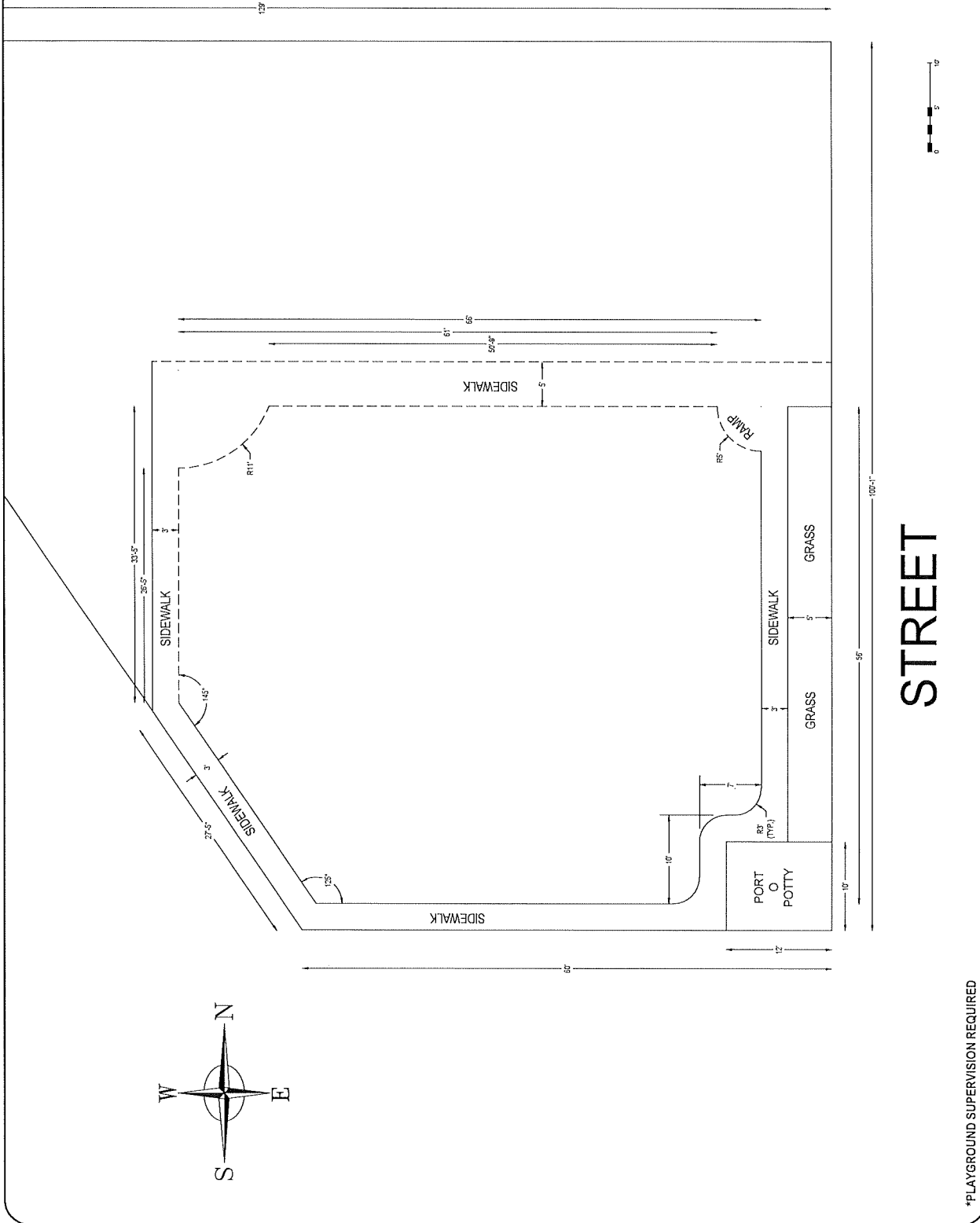
Paper Size

B

PROJECT NO:
20-2489A.MID

DRAWN BY:
MICHAEL BORDNER

DATE:
17-JUNE-20



*PLAYGROUND SUPERVISION REQUIRED

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 23, 2020

ITEM NUMBER Covid-19 Prepare Plan

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Under Executive Order 20-74, released by Governor Walz on June 5, critical sector businesses — including government entities like cities — are now required to adopt a COVID-19 Preparedness Plan. Staff drafted the plan and it is ready for your review and adoption. We can make changes together at the meeting prior to adoption. It is a work in progress as things continue to change. The Plan does not address how we will handle election day voting as that has not been worked out.

OPTIONS:

STAFF RECOMMENDATION:

Motion to approve the COVID-19 Preparedness Plan for the City of Lauderdale as presented or amended.

COVID-19 Preparedness Plan template and instructions

Under Gov. Tim Walz's Executive Orders, businesses that are in operation during the peacetime emergency are required to establish a COVID-19 Preparedness Plan. This includes both critical and non-critical businesses.

A business's COVID-19 Preparedness Plan shall establish and explain the policies, practices and conditions the business will implement to meet the industry guidance for the business that are based on Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines, federal Occupational Safety and Health Administration (OSHA) standards and applicable executive orders related to safety and health in their workplaces. The plan should have the strong commitment of management and be developed and implemented with the participation of workers. Plans must be communicated to workers and posted at the workplace in a manner that is accessible for workers to review. The Minnesota Department of Labor and Industry (DLI), in consultation with the Minnesota Department of Health (MDH), has the authority to determine whether a plan is adequate.

Your COVID-19 Preparedness Plan must include and describe how your business will implement the following, in compliance with the general industry guidance or the specific industry guidance applicable to your business:

1. policies and procedures that assist in the identification of sick workers and ensure sick workers stay home;
2. Implementation of engineering and administrative protocols for social distancing;
3. worker hygiene and source controls;
4. workplace building and ventilation protocols;
5. workplace cleaning and disinfecting protocols;
6. drop-off, pick-up and delivery protections and protocols; and
7. communications and training practices and protocols.

In addition to the above, the plan must also include protections and protocols included in specific industry guidance applicable to your business for circumstances that are typical, unique or specific to the type of business, including but not limited to, the situations where exposure exists for workers and/or customers. These additional protections and protocols may include as provided in the specific industry guidance:

8. additional protections and protocols for customers, clients, guests, visitors;
9. Additional protections and protocols for personal protective equipment (PPE);
10. additional protections and protocol for access and assignment;
11. additional protections and protocol for sanitation and hygiene;
12. additional protections and protocols for work clothes and hand washing;
13. additional protections and protocol for distancing and barriers;
14. additional protections and protocols for managing occupancy;
15. additional protocols to limit face-to-face interaction;
16. additional protections for receiving or exchanging payment; and
17. additional protections and protocols for certain types of businesses with an industry.

This document includes a template that may be used by businesses to develop a COVID-19 Preparedness Plan that includes the components listed above. A business' plan should be developed to fit the business and the risks of transmission that are present in the business' workplace(s). This template should be used with and must address the industry guidance developed by the Minnesota Departments of Health (MDH) and Labor and Industry (DLI). The industry guidance is available at <https://staysafe.mn.gov/industry-guidance/index.jsp>. Businesses are not required to use this template. However, all plans developed by businesses must address the components included in the State of Minnesota industry guidance developed for the type of business.

COVID-19 Preparedness Plan for the City of Lauderdale

The City of Lauderdale is committed to providing a safe and healthy workplace for all our workers, residents, partners, and guests. To ensure we have as safe and healthy workplace, the City of Lauderdale has developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and workers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers and management. Only through this cooperative effort can we establish and maintain the safety and health of all persons in our workplaces.

The COVID-19 Preparedness Plan is administered by the Lauderdale City Council, who maintains the overall authority and responsibility for the plan. However, management and workers are equally responsible for supporting, implementing, complying with, and providing recommendations to further improve all aspects of this COVID-19 Preparedness Plan. The City of Lauderdale's manager and staff have our full support in enforcing the provisions of this plan.

Our workers are our most important assets. The City of Lauderdale is serious about safety and health and protecting its workers. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our workers in this process by coordinating with them for the purchase of health and safety equipment and having them review and revise the Preparedness Plan.

The City of Lauderdale's COVID-19 Preparedness Plan follows the industry guidance developed by the State of Minnesota, which is based upon Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19, Minnesota's Occupational Safety and Health Administration (Minnesota OSHA) statutes, rules, and standards, and Minnesota's relevant and current executive orders, and addresses:

- Ensuring sick workers stay home and prompt identification and isolation of sick persons;
- Social distancing – Workers must be at least six-feet apart;
- Worker hygiene and source controls;
- Workplace building and ventilation protocol;
- Workplace cleaning and disinfection protocol;
- Drop-off, pick-up and delivery practices and protocol; and
- Communications and training practices and protocol.

The City of Lauderdale has reviewed and incorporated the industry guidance applicable to our business provided by the State of Minnesota for the development of this plan, including the following industry guidance for public sector administration facilities. Other conditions and circumstances included in the industry guidance and addressed in the plan that are specific to our business include:

- additional protections and protocols for customers, clients, guests, visitors;
- additional protections and protocols for personal protective equipment (PPE);
- additional protections and protocol for access and assignment;
- additional protections and protocol for sanitation and hygiene;
- additional protections and protocols for work clothes and hand washing;
- additional protections and protocol for distancing and barriers;
- additional protections and protocols for managing occupancy;
- additional protocols to limit face-to-face interaction;
- additional protections for receiving or exchanging payment; and
- additional protections and protocols for certain types of businesses with an industry.

Ensure sick workers stay home and prompt identification and isolation of sick persons

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. Workers are expected to notify the city administrator if they are ill and unable to work. Additionally, they are expected to leave work immediately if they start to feel ill.

The City of Lauderdale has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. The City will adhere to the provisions of the City's Personnel Policy, Families First Coronavirus Response Act (FFCRA), and Family Medical Leave Act in providing time off to sick workers. Additionally, employees have sick leave banks to cover periods of illness beyond what is provided by the FFCRA. Accommodations for workers with underlying medical conditions or who have household members with underlying health conditions will be implemented on a case-by-case basis.

The city administrator will inform workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time. In addition, the employee's health status will not be shared to protect their privacy.

Social distancing – Workers must be at least six-feet apart

Social distancing of at least six-feet will be implemented and maintained between workers, residents, voters, and guests in the workplace through the following engineering and administrative controls:

- Employees have workspaces separated by more than 6 feet.
- New technological equipment was purchased and will be purchased as needed to prevent the sharing of computers, phones, label makers etc.
- Administrative staff stagger shifts and the shifts have the minimum number of employees working to accomplish the City's business.
- Signage was installed limiting the public's access to the building through one door. Additional signage addresses health and safety prerequisites for entering the building.
- Signage was installed on the floor in the waiting area to mark safe distances for queuing customers.
- Acrylic shields were installed at the customer service counter. They include a small opening at the bottom for the passing of documents. A table was placed on the customer side of the window for completing documents in lieu of on the counter.
- The City asks customers to take the pens they use with them and has purchased pen stock accordingly.
- The City encourages customers to continue doing business remotely or through our drop-box as much as possible. To encourage this, the City waived the credit card processing fee.
- All employees will drive to meetings and inspections alone. Public works staff will drive different trucks to the fullest extent possible.
- City Council meetings will continue remotely indefinitely.
- Personal protective equipment such as masks, gloves, disinfecting wipes, and hand sanitizer are available to staff to use at their discretion.
- The Social Room is not being rented to control the number of people in the building.

Worker hygiene and source controls

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes, and after using the restroom. Hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) are at entrances and locations in the workplace so they can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled. Source controls are being implemented at our workplaces at all times. Personal protective equipment including masks, gloves, and disinfecting wipes are available to all employees to take as needed. They can be found in the council chambers and around the building. Hand sanitizer and washing stations are available throughout the building.

Workers and visitors are instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing, and to avoid touching their face, particularly their mouth, nose and eyes, with their hands. Workers and visitors are expected to dispose of tissues in trash receptacles, and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters, and supported by making tissues and trash receptacles available to all workers and other persons entering the workplace.

Workplace building and ventilation protocol

Operation of the building in which the workplace is located, includes necessary sanitation, assessment and maintenance of building systems including water, plumbing, electrical and HVAC systems. Employees are encouraged to keep doors and windows open when the heating and cooling systems are not running to allow for the maximum amount of fresh air to be brought into the workplace.

Workplace cleaning and disinfection protocol

Regular practices of cleaning and disinfecting have been implemented, including the cleaning and disinfecting of work surfaces, equipment, tools and machinery, vehicles, and areas in the work environment including, but not limited to, restrooms, council chambers, kitchen, and the lobby. Staff are tasked with cleaning their personal workspaces and city vehicles they drive. Disinfecting sprays and wipes are available in the building. Public works staff will clean public areas. At the end of each day, a staff member will disinfect high-touch areas with an EPA approved disinfectant for use against SARS-CoV-2. If an employee goes home sick, their area will be disinfected with the approved sprays and wipes.

Appropriate and effective cleaning and disinfectant supplies have been purchased and are available for use in accordance with product labels, safety data sheets and manufacturer specifications, and are being used with required personal protective equipment for the product.

Drop-off, pick-up and delivery practices and protocol

USPS, Fedex, and UPS drop offs will continue to happen at the front counter behind the installed barriers.

Communications and training practices and protocol

This COVID-19 Preparedness Plan was communicated to all employees on June 24, 2020, and necessary training was provided. Additional communication and training will occur as needed or as new products are purchased for use. Training will be provided to all workers who did not receive the initial training and prior to initial assignment or reassignment.

Instructions will be communicated to all workers, including employees, temporary workers, independent contractors, subcontractors, vendors, outside technicians, and visitors on protections and protocols, including but not limited to: 1) Social distancing protocols and practices; 2) Drop-off, pick-up, delivery and general in-store shopping; 3) Practices for hygiene and respiratory etiquette; 4) Recommendations or requirements regarding the use of masks, face-coverings, and/or face-shields by workers and guests. All workers and guests will be advised not to enter the workplace if they are experiencing symptoms or have contracted COVID-19.

Managers and supervisors are expected to monitor the effectiveness of the program. The city administrator will check in regularly with staff for feedback on opportunities for improvement or needed changes. All management and workers are to take an active role and collaborate in carrying out the various aspects of this plan, and update the protections, protocols, work-practices, and training as necessary. This COVID-19 Preparedness Plan has been certified by the Lauderdale City Council, and the Plan was made available to employees on June 24, 2020. It will be updated as necessary by the city administrator.

Adopted by the City Council of the City of Lauderdale, Minnesota this 23rd day of June, 2020.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Clerk-Administrator

Appendix A – Guidance for developing a COVID-19 Preparedness Plan

General

Centers for Disease Control and Prevention (CDC): Coronavirus (COVID-19) – www.cdc.gov/coronavirus/2019-nCoV

Minnesota Department of Health (MDH): Coronavirus – www.health.state.mn.us/diseases/coronavirus

State of Minnesota: COVID-19 response – <https://mn.gov/covid19>

Businesses

CDC: Resources for businesses and employers – www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html

CDC: General business frequently asked questions – www.cdc.gov/coronavirus/2019-ncov/community/general-business-faq.html

CDC: Building/business ventilation – www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

MDH: Businesses and employers: COVID-19 – www.health.state.mn.us/diseases/coronavirus/businesses.html

MDH: Health screening checklist – www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf

MDH: Materials for businesses and employers – www.health.state.mn.us/diseases/coronavirus/materials

Minnesota Department of Employment and Economic Development (DEED): COVID-19 information and resources – <https://mn.gov/deed/newscenter/covid/>

Minnesota Department of Labor and Industry (DLI): Updates related to COVID-19 – www.dli.mn.gov/updates

Federal OSHA – www.osha.gov

Handwashing

MDH: Handwashing video translated into multiple languages – www.youtube.com/watch?v=LdQuPGVcceg

Respiratory etiquette: Cover your cough or sneeze

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html

CDC: www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html

MDH: www.health.state.mn.us/diseases/coronavirus/prevention.html

Social distancing

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

MDH: www.health.state.mn.us/diseases/coronavirus/businesses.html

Housekeeping

CDC: www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html

CDC: www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

Environmental Protection Agency (EPA): www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2

Employees exhibiting signs and symptoms of COVID-19

CDC: www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html

MDH: www.health.state.mn.us/diseases/coronavirus/basics.html

MDH: www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf

MDH: www.health.state.mn.us/diseases/coronavirus/returntowork.pdf

State of Minnesota – <https://mn.gov/covid19/for-minnesotans/if-sick/get-tested/index.jsp>

Training

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-small-business.html

Federal OSHA: www.osha.gov/Publications/OSHA3990.pdf

MDH: www.health.state.mn.us/diseases/coronavirus/about.pdf