

LAUDERDALE CITY COUNCIL MEETING AGENDA

7:30 P.M. TUESDAY, JULY 14, 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/89519359207?pwd=SUw0N2E0RjdBcmwwMUxGSW5od29OZz09> with Password: 352808 or call 1-301-715-8592 with webinar ID: 895 1935 9207.

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 23, 2020 City Council Meeting
- c. Claims Totaling \$105,425.06

4. CONSENT

- a. June Financial Report
- b. Northdale Pay Request No. 7 for the 2019 Infrastructure Improvement Project

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.

- a. Annual Municipal Separate Storm Sewer System (MS4) Public Hearing

8. DISCUSSION / ACTION ITEM

- a. Joint Powers Agreement between the City and the City of St. Paul for Fire Services
- b. Draft Fence Ordinance Revisions

- c. Request for a Fence in the Right-of-Way at 2445 Summer Street – Resolution No. 071420A
- d. Quotes for the Installation of Playground Equipment and Surfacing at Skyview Park
- e. Election Judge Appointments

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. Quarterly Investment Report

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

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HELD REMOTELY VIA TELECONFERENCE

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June 23, 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 June 9, 2020 city council meeting. There being none, Councilor Dains moved and seconded by Councilor Moffatt to approve the minutes of the June 9, 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 Dains moved and seconded by Councilor Grove to approve the claims totaling \$60,071.40. Motion carried unanimously on a roll call vote.

Consent

Councilor Moffatt moved and seconded by Councilor Dains to approve the Consent Agenda thereby acknowledging the May Financial Report and approving Resolution No. 062320A – Approving a 2-Foot Variance to the Side-Yard Setback at 1767 Malvern Street. Motion carried unanimously on a roll call vote.

Informational Presentations/Reports

A. City Council Updates

Mayor Gaasch stated that she attended her last Metro Cities Board of Directors meeting. She will miss being part of the organization and their expanded work around race and equity.

Discussion/Action Item

A. Draft Fire Services Contract with St. Paul Fire Department and Draft Termination Letter with City of Falcon Heights

The City Council has been considering contracting with the city of St. Paul for fire services.

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The change was prompted by conversations between Lauderdale staff, Falcon Heights staff, and the council regarding risks inherent to having a volunteer fire department after the absence of response to two fire calls in late 2019.

The City must notify Falcon Heights by July 15 if it intends to withdraw from the current contract. A draft letter addressed to the Falcon Heights mayor was included in the packet for review by the Council.

After the Council discussed the matter, Mayor Gaasch opened the floor to anyone interested in addressing the Council on the topic.

Daryle Goodmanson, 1803 Malvern Street, stated that he fully supports the change to the St. Paul Fire Department (SPFD). He believes that the firing of Chief Hinrichs from the Falcon Heights Fire Department (FHFD) was unjust and diminished the quality of service. He mentioned slow response times from FHFD as reasons for supporting the change.

Crystal Wisen, 1765 Carl Street, added that she supported the change to SPFD, and shared that she believed the City Council was doing a great job.

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

Councilor Moffatt made a motion to send a draft letter to Falcon Heights notifying them of the City's intent to withdrawal from the current contract. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

B. Consideration of Resolution No. 062320B – Approving a Lot Split of Real Property Located at 1767 Malvern Street

1767 Malvern Street consists of two forty-foot (40') lots that have been consolidated into one eighty-foot (80') parcel of land for tax purposes. 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. Since a garage exists on the lot being separated, a separate agreement was needed to address the matter and was the next item on the agenda.

Councilor Dolphin made a motion to adopt Resolution 062320B – A Resolution Approving Lot Split of Real Property Located at 1767 Malvern Street. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

C. Petition and Waiver Agreement for 1763 Malvern Street

In the preceding item, the Council approved the division of 1767 Malvern Street into two parcels. 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 were selling to a builder that plans to build a house to go with the garage. An agreement was required to ensure that if this does not happen, the City

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has the authority to remove the garage. The 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.

Councilor Moffatt made a 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. This was seconded by Councilor Dains and carried unanimously.

D. Request for a Fence in the Right-of-Way at 2445 Summer Street

Zack and Claire Zehrer, 2445 Summer Street, requested the City Council grant an exception to the city code to allow them to construct a fence in the right-of-way of Summer Street, on the east side of the alley between Malvern Street and Walnut Street. The Summer Street boulevard is ~11' wide, plus there is a 1' setback requirement for corner houses. Thus, the minimum setback from Summer Street for the fence is 12'. They proposed to locate the fence 4' from Summer Street, which would be an encroachment of 8'. Their materials are included in the packet.

Consideration should be given to sight lines and safety. Staff included information about the properties referenced at the last meeting where it looked like fences were built in the right-of-way. Due to platting anomalies on Ione Street and Summer Street, the fences in those locations were set back at least one foot from the right-of-way even though they don't appear to be. Zack and Claire Zehrer, 2445 Summer Street, agreed to incur any costs associated with removing the fence for utility purposes.

The Council discussed reasons to allow and not allow the fence. One perspective was that the request was reasonable considering the layout of the Zehrer's lot. The other perspective was that the Council should preserve the public rights-of-way for public utilities, snow storage, and maintaining sightlines for the safety of the traveling public.

Councilor Dains made a motion directing staff to draft a resolution outlining conditions such as height, opacity, setbacks, and materials for consideration at the next meeting. The motion was seconded by Councilor Grove and carried on a 3-2 roll call vote with Councilors Dains, Grove, and Dolphin voting yea and Councilor Moffatt and Mayor Gaasch voting nay.

E. Quote from Midwest Playscapes for the Purchase of Playground Equipment for Skyview Park Butkowski said the design reflected the feedback received from residents. The design went through many iterations to make it work on the site with the smallest possible footprint. If the Council approves the purchase of the equipment, staff will have the quotes for installation and surfacing on the next agenda

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Councilor Grove made a motion to approve the play structure as presented. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

F. Covid-19 Preparedness Plan

Under Executive Order 20-74, released by Governor Walz on June 5, critical sector businesses — including government entities like cities — were required to adopt COVID-19 Preparedness Plans. Staff drafted the plan; it remains a work in progress as things continue to change.

Councilor Dains made a motion to approve the COVID-19 Preparedness Plan for the City of Lauderdale as presented. This was seconded by Councilor Grove and carried unanimously.

Set Agenda for Next Meeting

Administrator Butkowski stated that the July 14 council meeting may include the fire services agreement with the City of St. Paul, quotes for installation of surfacing and playground equipment at Skyview Park, and a resolution for a fence at 2445 Summer Street.

Work Session

A. Coronavirus Impacts Update

Butkowski stated that Ramsey County Elections will provide personal protection equipment (PPE) for judges, but there may be items that we may be able to upgrade.

B. Community Development Update

Butkowski mentioned that early voting for the primary election began on June 26.

Mayor Gaasch stated that 8,500 protestors were tested for the coronavirus, and less than one percent of those tested were positive. Gaasch continued to say it appears that when we are in outdoor spaces the risk of transmission is low, and thus proposed reopening the dog park for groups of five or less.

Councilor Dains made a motion to open the dog park to groups of five people or less on the condition that the fence was completed. There being no second, the motion did not pass.

Butkowski shared that she received a quote to complete the mowing guard for the dog park fencing and will contact a fence company about needed repairs.

Butkowski mentioned that Myrna and Charlie Smith agreed to sign an easement agreement for the storm water improvements near the Nature Area. We already have a signed easement agreement from Rose Hill Townhomes.

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.

Daryle Goodman, 1803 Malvern Street, commend the Council and administrator for the way

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Lauderdale conducts its meetings and for how each council member respectfully stands up for what they believe in.

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

Adjournment

Councilor Dains moved and seconded by Councilor Moffatt to adjourn the meeting at 9:26 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: July 14, 2020
Subject: List of Claims

The claims totaling \$105,425.06 are provided for City Council review and approval that includes check numbers 26952 to 26984.

Accounts Payable

Checks by Date - Detail by Check Date

User: MILES.CLIN
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	07/10/2020	
		PR Batch 51400.07.2020 PERA Coordinated	PR Batch 51400.07.2020 PER	1,020.45
		PR Batch 51400.07.2020 PERA Coordinated	PR Batch 51400.07.2020 PER	1,177.43
Total for this ACH Check for Vendor 43:				2,197.88
ACH	44	Minnesota Department of Revenue	07/10/2020	
		PR Batch 51400.07.2020 State Income Tax	PR Batch 51400.07.2020 Stat	654.42
Total for this ACH Check for Vendor 44:				654.42
ACH	45	ICMA Retirement Corporation	07/10/2020	
		PR Batch 51400.07.2020 Deferred Comp	PR Batch 51400.07.2020 Defi	1,073.69
		PR Batch 51400.07.2020 Deferred Comp	PR Batch 51400.07.2020 Defi	1,658.68
Total for this ACH Check for Vendor 45:				2,732.37
ACH	46	Internal Revenue Service	07/10/2020	
		PR Batch 51400.07.2020 FICA Employer Portio	PR Batch 51400.07.2020 FIC.	1,057.00
		PR Batch 51400.07.2020 FICA Employee Portio	PR Batch 51400.07.2020 FIC.	1,057.00
		PR Batch 51400.07.2020 Medicare Employee Pc	PR Batch 51400.07.2020 Mec	247.20
		PR Batch 51400.07.2020 Medicare Employer Po	PR Batch 51400.07.2020 Mec	247.20
		PR Batch 51400.07.2020 Federal Income Tax	PR Batch 51400.07.2020 Fed	1,690.44
Total for this ACH Check for Vendor 46:				4,298.84
ACH	47	Public Employees Insurance Program	07/10/2020	
		PR Batch 51400.07.2020 Health Insurance	PR Batch 51400.07.2020 Hea	2,212.80
		PR Batch 51400.07.2020 Dental	PR Batch 51400.07.2020 Den	116.10
Total for this ACH Check for Vendor 47:				2,328.90
Total for 7/10/2020:				12,212.41
26952	191 072020	Alan & Jean Blat Rental Inspection Reimbursement	07/14/2020	40.00
Total for Check Number 26952:				40.00
26953	284 072020	Daniel Busse Rental Inspection Reimbursement	07/14/2020	40.00
Total for Check Number 26953:				40.00
26954	184 4053797234 4053797234	Cintas July Uniforms July Uniforms	07/14/2020	11.03 11.03
Total for Check Number 26954:				22.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
26955	33 072020	City of Falcon Heights June Fire Calls	07/14/2020	686.53
Total for Check Number 26955:				686.53
26956	36 0229143	City of Roseville July IT Services	07/14/2020	1,488.00
Total for Check Number 26956:				1,488.00
26957	29 3952	City of St Anthony July Police Services	07/14/2020	62,255.92
Total for Check Number 26957:				62,255.92
26958	133 072020	Miles Cline 2Q Mileage Reimbursement	07/14/2020	43.13
Total for Check Number 26958:				43.13
26959	25 PRRRV-001377 RISK-002053	County of Ramsey PR Batch 51300.06.2020 Long Term Disability PR Batch 51300.06.2020 Life Insurance PR Batch 51300.06.2020 Short Term Disability Annual Voting Equipment Costs Insurance Processing Fee	07/14/2020 PR Batch 51300.06.2020 Lon PR Batch 51300.06.2020 Life PR Batch 51300.06.2020 Sho	97.31 295.06 70.49 1,166.87 25.00
Total for Check Number 26959:				1,654.73
26960	285 072020	Robert Dixon Rental Inspection Reimbursement	07/14/2020	40.00
Total for Check Number 26960:				40.00
26961	194 072020	Derek & Christine Erlenbusch Rental Inspection Reimbursement	07/14/2020	40.00
Total for Check Number 26961:				40.00
26962	61 0060528	Gopher State One Call June 2020 Locates	07/14/2020	44.55
Total for Check Number 26962:				44.55
26963	293 072020	David Grant Rental Inspection Reimbursement	07/14/2020	40.00
Total for Check Number 26963:				40.00
26964	292 072020	Jarrett Humble Rental Inspection Reimbursement	07/14/2020	40.00
Total for Check Number 26964:				40.00
26965	286 072020	Joe Sax's Lawn Service June Mowing of Park Hill	07/14/2020	200.00
Total for Check Number 26965:				200.00
26966	31 155460	Kennedy & Graven Chartered May Legal Services	07/14/2020	2,432.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 26966:	2,432.50
26967	23 INV1611293	Metro Sales Inc Quarterly Copy Charges	07/14/2020	75.38
			Total for Check Number 26967:	75.38
26968	24 0001112055	Metropolitan Council August Waste Water	07/14/2020	13,140.88
			Total for Check Number 26968:	13,140.88
26969	79 JUN1230252020 MAR1230252020	Minnesota Department of Labor & Industry 2Q2020 Surcharge Report 1Q2020 Surcharge Report	07/14/2020	231.90 420.53
			Total for Check Number 26969:	652.43
26970	18 R33696	Minnesota Equipment Inc Mower Repairs	07/14/2020	3,517.28
			Total for Check Number 26970:	3,517.28
26971	291 2020-06	MKC Inc Davis-Bacon Consulting Services	07/14/2020	162.50
			Total for Check Number 26971:	162.50
26972	84 072020 072020 072020 072020 072020 072020 072020 072020 072020 072020 072020	North Star Bank Cardmember Services Floor Decals Lot Split Materials Barrier Shield Pioneer Press Online Subscription Hand Sanitizer Coronavirus Signs Disinfectant Spray Graduation Cards Disinfectant Spray Pens & Label Printers Pioneer Press Online Subscription	07/14/2020	20.27 26.52 493.79 10.00 39.49 24.59 69.30 11.80 69.30 190.06 10.00
			Total for Check Number 26972:	965.12
26973	75 072020 072020 072020 072020 072020 072020 072020 072020 072020 072020 072020 072020	Petty Cash SRA Lunch Parking for Meeting - HB Parking for Workshop - JB Target - Kleenex USPS - Mail Package USPS - Certified Letter USPS - Certified Letter Holiday Stationstores - Refill Gas Can Notary Renewal - JB SRA Lunch Pizza Hut - CIC Meeting Halloween - Temporary Food License	07/14/2020	12.00 6.00 11.00 11.86 8.30 6.85 6.85 5.85 20.50 16.00 24.00 80.00
			Total for Check Number 26973:	209.21
26974	287 072020	David Schmidt Rental Inspection Reimbursement	07/14/2020	40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 26974:	40.00
26975	288 072020	Patrick Smith Rental Inspection Reimbursement	07/14/2020	40.00
			Total for Check Number 26975:	40.00
26976	207 072020	Joline Soedarjatno Rental Inspection Reimbursement	07/14/2020	40.00
			Total for Check Number 26976:	40.00
26977	26 1643065	Stantec Consulting Services Inc Gen Eng Services	07/14/2020	1,546.50
			Total for Check Number 26977:	1,546.50
26978	289 072020	Sam Steadman Rental Inspection Reimbursement	07/14/2020	40.00
			Total for Check Number 26978:	40.00
26979	4 19014 19014	The Neighborhood Recycling Company Inc June Single Unit Dwelling June Multi-Family Recycling Unit	07/14/2020	2,862.72 397.44
			Total for Check Number 26979:	3,260.16
26980	290 072020	Phillip & Donna Tritabaugh Rental Inspection Reimbursement	07/14/2020	40.00
			Total for Check Number 26980:	40.00
26981	3 417859816	US National Equipment Finance Inc Copier Contract	07/14/2020	176.00
			Total for Check Number 26981:	176.00
26982	90 9857737270 9857737270 9857737270	Verizon Wireless June Cell Phone June Cell Phone June Cell Phone	07/14/2020	32.99 16.50 16.49
			Total for Check Number 26982:	65.98
26983	205 072020	Tyler and Christine White Rental Inspection Reimbursement	07/14/2020	40.00
			Total for Check Number 26983:	40.00
26984	74 690776948 690846339 691145792	Xcel Energy Larpenteur Bridge Lights 2430 Larpenteur Avenue W Larpenteur Avenue	07/14/2020	57.79 40.46 35.54
			Total for Check Number 26984:	133.79
			Total for 7/14/2020:	93,212.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Report Total (38 checks):				105,425.06

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date July 14, 2020

ITEM NUMBER June Financial Report

STAFF INITIAL JB

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 June 2020.

OPTIONS:

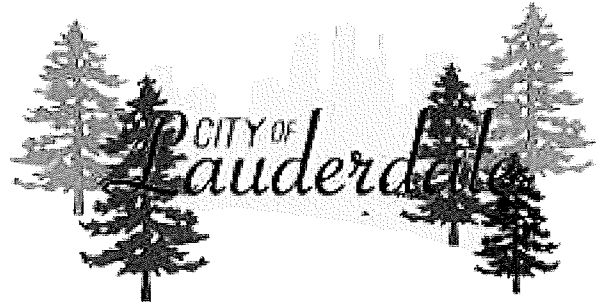
STAFF RECOMMENDATION:

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

General Ledger

Cash Balances

User: heather.butkowski
 Printed: 7/9/2020 2:04:23 PM
 Period 06 - 06
 Fiscal Year 2020

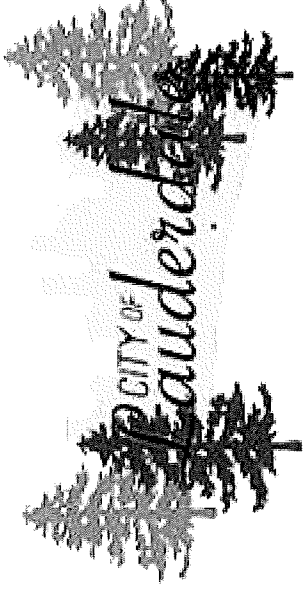


Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-3,073,772.92	358,714.15	253,891.02	-2,968,949.79
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	14,075.01	13.46	1,077.40	13,011.07
Cash	227-00000-000-10100	70,652.22	19,660.37	5,110.68	85,201.91
Cash	305-00000-000-10100	12,938.01	0.00	12,626.25	311.76
Cash	306-00000-000-10100	99,124.77	21,561.87	10,875.00	109,811.64
Cash	401-00000-000-10100	158,538.25	164.16	0.00	158,702.41
Cash	403-00000-000-10100	551,020.80	565.03	5,347.50	546,238.33
Cash	404-00000-000-10100	362,731.93	374.51	1,050.00	362,056.44
Cash	414-00000-000-10100	392,741.59	406.67	0.00	393,148.26
Cash	416-00000-000-10100	94,494.02	0.00	0.00	94,494.02
Cash	602-00000-000-10100	1,026,579.93	48,262.35	18,846.43	1,055,995.85
Cash	603-00000-000-10100	412,290.30	14,825.04	4,864.89	422,250.45
Current Assets		121,513.91	464,547.61	313,689.17	272,372.35
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	3,258,162.69	203,661.03	100,000.00	3,361,823.72
Investments		3,258,162.69	203,661.03	100,000.00	3,361,823.72
Grand Total		3,379,976.60	668,208.64	413,689.17	3,634,496.07

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 06 - 06
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend	Collect
101	General Fund						
	Revenue						
	Taxes	845,614.00	237,441.03	259,444.17	586,169.83		30.68
	Licenses and Permits	40,650.00	5,403.90	20,811.80	19,838.20		51.20
	Intergovernmental Revenues	549,070.00	0.00	0.00	549,070.00		0.00
	Charges for Services	12,350.00	824.50	5,150.28	7,199.72		41.70
	Fines and Forfeits	27,000.00	922.50	10,413.99	16,586.01		38.57
	Miscellaneous Revenue	10,000.00	1,563.59	4,377.73	5,622.27		43.78
	Other Financing Sources	0.00	0.00	0.00	0.00		0.00
	Revenue	1,484,684.00	246,155.52	300,197.97	1,184,486.03		20.22
	Expense						
	Personal Services	418,026.00	30,446.52	197,782.84	220,243.16		47.31
	Supplies	17,350.00	399.48	8,199.47	9,150.53		47.26
	Other Services and Charges	1,003,308.00	7,288.22	460,774.26	542,533.74		45.93
	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
	Expense	1,484,684.00	38,134.22	666,756.57	817,927.43		44.91
101	General Fund	0.00	208,021.30	-366,558.60	366,558.60		0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 7/9/2020 2:05:15 PM
 Period 06 - 06
 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	13.46	76.87	-36.87	192.18
	Revenue	20,040.00	13.46	4,404.88	15,635.12	21.98
	Expense					
	Personal Services	9,257.00	723.57	4,639.34	4,617.66	50.12
	Supplies	700.00	0.00	650.00	50.00	92.86
	Other Services and Charges	3,300.00	353.83	2,827.14	472.86	85.67
	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
	Expense	18,257.00	1,077.40	8,116.48	10,140.52	44.46
	Communications	1,783.00	-1,063.94	-3,711.60	5,494.60	-208.17

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 06 - 06
 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	36,315.00	19,660.37	20,746.52	15,568.48	57.13
	Revenue	42,215.00	19,660.37	20,746.52	21,468.48	49.14
	Expense					
	Personal Services	23,830.00	1,850.52	8,676.08	15,153.92	36.41
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	39,122.00	3,260.16	19,498.70	19,623.30	49.84
	Capital Outlay	350.00	0.00	0.00	350.00	0.00
	Expense	63,302.00	5,110.68	28,174.78	35,127.22	44.51
227	Recycling	-21,087.00	14,549.69	-7,428.26	-13,658.74	35.23

General Ledger

Revenue vs Expense

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 Period 06 - 06
 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	0.00	0.00	0.00	0.00	0.00
	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	25,253.00	12,626.25	25,252.50	0.50	100.00
	Expense	25,253.00	12,626.25	25,727.50	-474.50	101.88
305	GO TIF Revenue Bonds 2018A	-24,753.00	-12,626.25	-25,716.41	963.41	103.89

General Ledger

Revenue vs Expense

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 Period 06 - 06
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	100.00	113.59	547.02	-447.02	547.02
	Other Financing Sources	127,837.00	21,448.28	32,007.67	95,829.33	25.04
	Revenue	127,937.00	21,561.87	32,554.69	95,382.31	25.45
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	23,865.00	10,875.00	23,864.58	0.42	100.00
	Expense	23,865.00	10,875.00	24,339.58	-474.58	101.99
306	2019A Improvement Bonds	104,072.00	10,686.87	8,215.11	95,856.89	7.89

General Ledger

Revenue vs Expense

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 Period 06 - 06
 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	164.16	871.72	628.28	58.11
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	1,500.00	164.16	871.72	628.28	58.11
	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	0.00	0.00	0.00	0.00	0.00
	Expense	85,000.00	0.00	0.00	85,000.00	0.00
401	General Capital Projects	-83,500.00	164.16	871.72	-84,371.72	-1.04

General Ledger

Revenue vs Expense

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 Period 06 - 06
 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	565.03	3,141.38	858.62	78.53
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	4,000.00	565.03	3,141.38	858.62	78.53
	Expense					
	Capital Outlay	0.00	5,347.50	-21,155.70	21,155.70	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	5,347.50	-21,155.70	21,155.70	0.00
403	Street Capital Projects	4,000.00	-4,782.47	24,297.08	-20,297.08	607.43

General Ledger Revenue vs Expense

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Period 06 - 06
Fiscal Year 2020

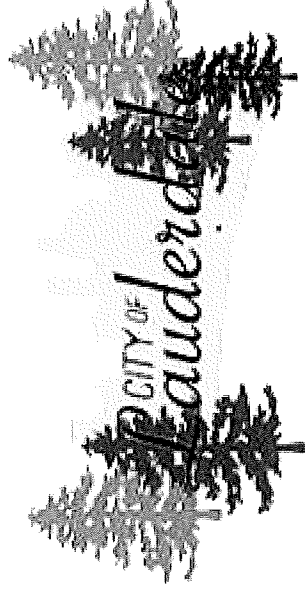


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Miscellaneous Revenue	4,000.00	374.51	88,115.21	-84,115.21	2,202.88
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	4,000.00	374.51	88,115.21	-84,115.21	2,202.88
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	65,000.00	1,050.00	2,900.00	62,100.00	4.46
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	65,000.00	1,050.00	2,900.00	62,100.00	4.46
404	Park Capital Projects	-61,000.00	-675.49	85,215.21	-146,215.21	-139.70

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment					
	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
	Expense	0.00	0.00	0.00	0.00	0.00
405	Rosehill Tax Increment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	4,000.00	406.67	4,646.22	-646.22	116.16
	Other Financing Sources	38,000.00	0.00	0.00	38,000.00	0.00
	Revenue	42,000.00	406.67	4,646.22	37,353.78	11.06
	Expense					
	Other Services and Charges	0.00	0.00	2,042.66	-2,042.66	0.00
	Other Uses	67,769.00	0.00	0.00	67,769.00	0.00
	Expense	67,769.00	0.00	2,042.66	65,726.34	3.01
414	Development	-25,769.00	406.67	2,603.56	-28,372.56	-10.10

General Ledger

Revenue vs Expense

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

General Ledger

Revenue vs Expense

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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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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	48,885.82	150,645.18	135,270.82	52.69
	Miscellaneous Revenue	16,300.00	1,092.32	5,681.26	10,618.74	34.85
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	302,216.00	49,978.14	156,326.44	145,889.56	51.73
	Expense					
	Personal Services	75,030.00	5,615.80	36,514.78	38,515.22	48.67
	Supplies	800.00	51.56	277.59	522.41	34.70
	Other Services and Charges	193,141.00	14,894.86	102,380.95	90,760.05	53.01
	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	20,562.22	139,173.32	169,797.68	45.04
602	Sanitary Sewer	-6,755.00	29,415.92	17,153.12	-23,908.12	-253.93

General Ledger

Revenue vs Expense

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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	14,691.06	52,155.96	57,182.04	47.70
	Miscellaneous Revenue	4,500.00	436.77	2,283.25	2,216.75	50.74
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	113,838.00	15,127.83	54,439.21	59,398.79	47.82
	Expense					
	Personal Services	63,672.00	4,775.13	31,029.17	32,642.83	48.73
	Supplies	750.00	51.56	277.59	472.41	37.01
	Other Services and Charges	27,150.00	340.99	11,366.56	15,783.44	41.87
	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	5,167.68	42,673.32	133,898.68	24.17
603	Storm Water	-62,734.00	9,960.15	11,765.89	-74,499.89	-18.76

General Ledger

Revenue vs Expense

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 Fiscal Year 2020

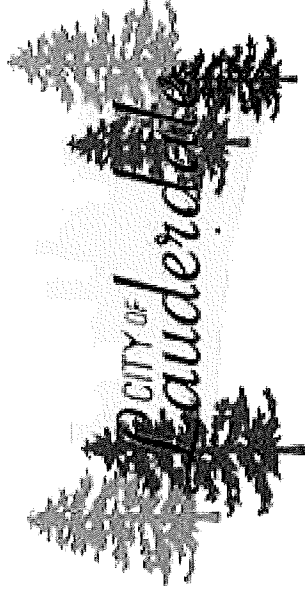


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
999	Fund					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Personal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

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 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,142,930.00	354,007.56	665,536.31	1,477,393.69	0.3106
Expense Total		2,318,673.00	99,950.95	918,748.51	1,399,924.49	0.3962
Grand Total		-175,743.00	254,056.61	-253,212.20	77,469.20	1.4408

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date July 14, 2020

ITEM NUMBER Northdale Pay Request No. 7

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Northdale Construction submitted their seven pay request for the 2019 Infrastructure Improvement Project. The request is for a payment of \$37,117.78. This pays for improvements through July 3.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves pay request No. 7 for the 2019 Infrastructure Improvement Project payable to Northdale Construction in the amount of \$37,117.78.



CITY OF LAUDERDALE

1891 WALNUT STREET
LAUDERDALE, MN 55113

Project 193804608 - 2019 INFRASTRUCTURE IMPROVEMENTS
Request for Payment No. 8

Contractor: Northdale Construction Co., Inc.
9760 71st Street NE
Albertville, MN 55301

Stantec Project No. 193804608
For Period: 12/31/2019 - 7/3/2020

Contract Amounts

Original Contract	\$2,269,093.49
Contract Changes	\$0.00
Revised Contract	\$2,269,093.49

Work Certified To Date

Base Bid Items	\$2,103,828.44
Backsheet	\$0.00
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$2,103,828.44

Funds Encumbered

Original	\$2,269,093.49
Additional	N/A
Total	\$2,269,093.49

	Work Certified This Request for Payment	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request for Payment	Total Amount Paid To Date
193804608	\$16,079.49	\$2,103,828.44	\$10,519.14	\$2,056,432.71	\$37,117.78	\$2,093,550.49
Percent Retained: 0.5000%				Percent Complete: 92.7167%		
Amount Paid This Request for Payment					\$37,117.78	

This is to certify that the items of work shown in this certificate of Request for Payment have been actually furnished for the work comprising the above mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By

Approved By Northdale Construction Co., Inc.

Project Engineer

Contractor

Date

Date

Approved for Payment By

City of Lauderdale

Date

CITY OF LAUDERDALE
 1891 WALNUT STREET
 LAUDERDALE, MN 55113
 Project No. 193804608
 Request for Payment No. 8

193804608 Payment Summary

No.	From Date	To Date	Work Certified Per Request for Payment	Amount Retained Per Request for Payment	Amount Paid Per Request for Payment
1	05/01/2019	05/31/2019	\$296,572.10	\$14,828.61	\$281,743.49
2	06/01/2019	06/21/2019	\$346,996.06	\$17,349.80	\$329,646.26
3	06/22/2019	08/02/2019	\$780,648.56	\$39,032.43	\$741,616.13
4	08/03/2019	08/30/2019	\$296,232.45	\$14,811.62	\$281,420.83
5	08/31/2019	09/30/2019	\$103,128.82	\$5,156.44	\$97,972.38
6	10/01/2019	11/04/2019	\$209,766.65	\$10,488.33	\$199,278.32
7	11/05/2019	12/31/2019	\$54,404.31	-\$70,351.00	\$124,755.30
8	12/31/2019	07/03/2020	\$16,079.49	-\$21,038.29	\$37,117.78
Totals: \$2,103,828.44				\$10,519.14	\$2,093,550.49

193804608 Funding Category Reportunding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request for Payment	Total Amount Paid To Date
SPRWS	662,784.65	0.00	662,784.65	0.00	662,784.65
Lauderdale	1,441,043.79	10,519.14	1,393,648.06	37,117.78	1,430,765.84
Totals: \$2,103,828.44		\$10,519.14	\$2,056,432.71	\$37,117.78	\$2,093,550.49

193804608 Project Item Status								
Line	Item	Units	Unit Price	Contract Quantity	Quantity This Request for Payment	Amount This Request for Payment	Quantity To Date	Amount To Date
PART 1: GENERAL								
1	MOBILIZATION	LS	\$112,851.40	1	0.01	\$1,128.51	1.00	\$112,851.40
2	TRAFFIC CONTROL	LS	\$8,987.50	1		\$0.00	1.00	\$8,987.50
Project Totals:						\$1,128.51		\$121,838.90
PART 2: WATER MAIN								
3	GRANULAR BACKFILL	TON	\$15.56	10400		\$0.00	10,640.00	\$165,558.40
4	SANITARY SEWER SERVICE RECONNECTION	LF	\$45.81	415		\$0.00	179.10	\$8,204.57
5	SERVICE STOP BOX	EA	\$306.73	9		\$0.00	17.00	\$5,214.41
6	ADJUST SERVICE STOP BOX	EA	\$135.00	13		\$0.00	0.00	\$0.00
7	REPAIR VALVE BOX	EA	\$350.00	2		\$0.00	0.00	\$0.00
8	ADJUST VALVE BOX	EA	\$245.00	8		\$0.00	3.00	\$735.00
9	REPLACE VALVE BOX	EA	\$590.18	2		\$0.00	2.00	\$1,180.36
10	WATER UTILITY HOLE	EACH	\$1,250.00	3		\$0.00	0.00	\$0.00
11	EXCAVATION FOR UTILITY OFFSET	EA	\$1,500.00	1		\$0.00	1.00	\$1,500.00
12	2" INSULATION	SY	\$25.65	14		\$0.00	149.60	\$3,837.24
13	HYDRANT INSTALLATION	EA	\$4,224.05	9		\$0.00	9.00	\$38,016.45
14	1" CORPORATION STOP	EA	\$122.43	1		\$0.00	3.00	\$367.29
15	1" ORISEAL VALVE INSTALLATION	EA	\$471.95	9		\$0.00	33.00	\$15,574.35
16	1.5" ORISEAL VALVE INSTALLATION	EA	\$689.44	1		\$0.00	0.00	\$0.00
17	2" ORISEAL VALVE INSTALLATION (WASTING)	EA	\$1,465.50	1		\$0.00	0.00	\$0.00
18	4" GATE VALVE INSTALLATION	EA	\$1,145.72	1		\$0.00	0.00	\$0.00
19	6" GATE VALVE INSTALLATION	EA	\$1,373.66	5		\$0.00	6.00	\$8,241.96

193804608 Project Item Status								
Line	Item	Units	Unit Price	Contract Quantity	Quantity This Request for Payment	Amount This Request for Payment	Quantity To Date	Amount To Date
20	8" GATE VALVE INSTALLATION	EA	\$1,822.81	17		\$0.00	17.00	\$30,987.77
21	1" CP WATER SERVICE REPLACEMENT	LF	\$28.89	115		\$0.00	301.00	\$8,695.89
22	1.5" CP WATER SERVICE REPLACEMENT	LF	\$65.16	5		\$0.00	0.00	\$0.00
23	2" CP WATER SERVICE REPLACEMENT	LF	\$69.20	10		\$0.00	0.00	\$0.00
24	6" DI WATER MAIN REPLACEMENT	LF	\$58.32	70		\$0.00	120.50	\$7,027.56
25	8" DI WATER MAIN REPLACEMENT	LF	\$78.63	3165		\$0.00	2,845.40	\$223,733.80
26	8" HDPE (SDR 11) WATER MAIN - PIPE BURSTING	LF	\$70.35	335		\$0.00	327.00	\$23,004.45
27	TELEWISE SANITARY SEWER SERVICE	EA	\$752.50	3		\$0.00	3.00	\$2,257.50
28	TELEWISE STORM SEWER CROSSING	EA	\$510.63	3		\$0.00	3.00	\$1,531.89
29	DUCTILE AND GREY IRON FITTINGS	LB	\$6.83	1335		\$0.00	1,818.00	\$12,416.94
Totals for Section PART 2: WATER MAIN:						\$0.00		\$558,085.83
PART 3: SANITARY SEWER								
30	ADJUST SANITARY SEWER CASTING	EA	\$350.00	12		\$0.00	10.00	\$3,500.00
31	REMOVE AND REPLACE 4' DIA SANITARY SEWER MANHOLE	EA	\$4,493.47	1		\$0.00	1.00	\$4,493.47
32	6" PVC SANITARY SEWER SERVICE PIPE	LF	\$38.12	250		\$0.00	330.50	\$12,598.66
33	8" X 6" PVC WYE	EA	\$1,292.41	5		\$0.00	10.00	\$12,924.10
34	CONNECT TO EXISTING SANITARY SEWER SERVICE	EA	\$183.65	2		\$0.00	8.00	\$1,469.20

193804608 Project Item Status								
Line	Item	Units	Unit Price	Contract Quantity	Quantity This Request for Payment	Amount This Request for Payment	Quantity To Date	Amount To Date
35	REMOVE AND REPLACE SANITARY MANHOLE CONE SECTION, CASTING AND RINGS	EA	\$1,795.10	2		\$0.00	2.00	\$3,590.20
Totals For Section PART 3: SANITARY SEWER:						\$0.00		\$38,575.63
PART 4: STORM SEWER								
36	ADJUST STORM SEWER CASTING	EA	\$325.00	9		\$0.00	1.00	\$325.00
37	REMOVE AND REPLACE STORM SEWER CASTING AND RINGS	EA	\$790.75	2		\$0.00	2.00	\$1,581.50
38	REMOVE STORM SEWER STRUCTURE	EA	\$525.00	9		\$0.00	9.00	\$4,725.00
39	REMOVE AND REPLACE STORM SEWER STRUCTURE	EA	\$2,610.24	1		\$0.00	1.00	\$2,610.24
40	REMOVE STORM SEWER PIPE	LF	\$11.50	300		\$0.00	192.00	\$2,208.00
41	CONNECT TO EXISTING STORM SEWER PIPE	EA	\$650.00	4		\$0.00	4.00	\$2,600.00
42	CONNECT TO EXISTING STRUCTURE	EA	\$850.00	1		\$0.00	0.00	\$0.00
43	12" RCP STORM SEWER	LF	\$59.50	750		\$0.00	317.00	\$18,861.50
44	15" RCP STORM SEWER	LF	\$58.11	660		\$0.00	674.50	\$39,195.20
45	18" RCP STORM SEWER	LF	\$60.27	1020		\$0.00	1,052.50	\$63,434.18
46	IMPROVED PIPE FOUNDATION	LF	\$0.01	2430		\$0.00	0.00	\$0.00
47	27" CATCH BASIN	EA	\$1,395.48	8		\$0.00	2.00	\$2,790.96
48	2'X3' CATCH BASIN	EA	\$1,793.11	6		\$0.00	6.00	\$10,758.66
49	4' DIAMETER CATCH BASIN MANHOLE	EA	\$2,516.98	16		\$0.00	16.00	\$40,271.68
50	4' DIAMETER STORM SEWER MANHOLE	EA	\$2,376.98	2		\$0.00	1.00	\$2,376.98

193804608 Project Item Status								
Line	Item	Units	Unit Price	Contract Quantity	Quantity This Request for Payment	Amount This Request for Payment	Quantity To Date	Amount To Date
Totals For Section PART 4: STORM SEWER:						\$0.00		\$191,738.89
PART 5: ROADWAY/ALLEY								
51	SILT FENCE, MACHINE-SLICED	LF	\$2.45	1400		\$0.00	1,420.00	\$3,479.00
52	INLET PROTECTION	EA	\$275.00	35		\$0.00	31.00	\$8,525.00
53	TEMPORARY ROCK CONSTRUCTION ENTRANCE	TN	\$39.50	100		\$0.00	59.70	\$2,358.15
54	WATER FOR DUST CONTROL	TGAL	\$28.00	125		\$0.00	0.00	\$0.00
55	TEMPORARY MAILBOXES	LS	\$0.01	1		\$0.00	0.00	\$0.00
56	REMOVE TREE	EA	\$333.25	15		\$0.00	19.00	\$6,331.75
57	CLEARING AND GRUBBING	LS	\$3,440.00	1		\$0.00	1.15	\$3,956.00
58	TEMPORARY FENCE	LF	\$3.50	525		\$0.00	125.00	\$437.50
59	SALVAGE AND REINSTALL CHAIN LINK FENCE	LF	\$21.50	175		\$0.00	178.50	\$3,837.75
60	SALVAGE AND REINSTALL WOOD PRIVACY FENCE	LF	\$37.63	325		\$0.00	287.00	\$10,799.81
61	SALVAGE AND REINSTALL FENCE - OTHER	LF	\$43.00	40		\$0.00	0.00	\$0.00
62	SALVAGE AND REINSTALL SIGN	EA	\$182.75	30		\$0.00	19.00	\$3,472.25
63	STREET SWEEPER WITH PICKUP BROOM	HR	\$145.00	50		\$0.00	157.00	\$22,765.00
64	REMOVE BITUMINOUS PAVEMENT	SY	\$1.26	11000		\$0.00	10,265.50	\$12,934.53
65	CONCRETE PAVEMENT REPLACEMENT - SPECIAL	SF	\$19.39	540		\$0.00	286.00	\$5,545.54
66	MILL BITUMINOUS PAVEMENT - 2" DEPTH	SY	\$1.51	7400		\$0.00	8,450.00	\$12,759.50
67	REMOVE BITUMINOUS DRIVEWAY	SY	\$5.25	300		\$0.00	166.00	\$871.50

193804608 Project Item Status								
Line	Item	Units	Unit Price	Contract Quantity	Quantity This Request for Payment	Amount This Request for Payment	Quantity To Date	Amount To Date
68	REMOVE CONCRETE DRIVEWAY OR APRON	SY	\$7.50	400		\$0.00	677.50	\$5,081.25
69	REMOVE AND REPLACE CONCRETE CURB & GUTTER	LF	\$32.12	400		\$0.00	654.00	\$21,006.48
70	SAWING BITUMINOUS PAVEMENT	LF	\$4.75	350		\$0.00	120.00	\$570.00
71	REMOVE SIDEWALK	SF	\$0.95	3000		\$0.00	2,942.50	\$2,795.38
72	REMOVE CONCRETE CURB & GUTTER	LF	\$2.65	700		\$0.00	700.00	\$1,855.00
73	COMMON EXCAVATION (P)	CY	\$21.33	8800		\$0.00	9,100.00	\$194,103.00
74	COMMON EXCAVATION - ALLEYS (P)	CY	\$30.95	1500		\$0.00	680.00	\$21,046.00
75	SUBGRADE EXCAVATION (EV)	CY	\$23.33	500		\$0.00	163.80	\$3,821.45
76	GEOTEXTILE FABRIC	SY	\$1.98	13000		\$0.00	12,539.00	\$24,827.22
77	SELECT GRANULAR BORROW (MODIFIED)	TN	\$16.63	9200		\$0.00	9,037.63	\$150,295.79
78	AGGREGATE BASE, CLASS 5	TN	\$17.69	7100	19.55	\$345.84	5,611.95	\$99,275.40
79	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$1.08	900		\$0.00	1,140.00	\$1,231.20
80	BITUMINOUS TRAIL PATCHING	SF	\$7.99	250		\$0.00	160.00	\$1,278.40
81	TYPE SP 9.5 WEARING COURSE MIXTURE (2,B)	TN	\$70.95	1900		\$0.00	1,924.70	\$136,557.47
82	TYPE SP 9.5 WEARING COURSE MIXTURE FOR ALLEYS (2,B)	TN	\$86.00	150	125.15	\$10,762.90	125.15	\$10,762.90
83	TYPE SP 12.5 NONWEARING COURSE MIXTURE (2,B)	TN	\$68.26	1600		\$0.00	1,487.08	\$101,508.08

193804608 Project Item Status								
Line	Item	Units	Unit Price	Contract Quantity	Quantity This Request for Payment	Amount This Request for Payment	Quantity To Date	Amount To Date
84	FULL DEPTH ROADWAY PATCHING - ROSELAWN	SY	\$86.40	400		\$0.00	387.00	\$33,436.80
85	BITUMINOUS PAVEMENT PATCHING - ROSELAWN	SY	\$53.75	400		\$0.00	0.00	\$0.00
86	B618 CONCRETE CURB & GUTTER	LF	\$13.81	5300		\$0.00	5,163.00	\$71,301.03
87	4" DRAINTILE	LF	\$9.67	5200		\$0.00	5,074.00	\$49,065.58
88	4" CONCRETE WALK	SF	\$6.07	1750		\$0.00	1,780.00	\$10,804.60
89	MODULAR BLOCK RETAINING WALL	SF	\$31.71	300		\$0.00	300.00	\$9,513.00
90	TYPE SP 9.5 BITUMINOUS MIXTURE FOR DRIVEWAYS (2,B)	TN	\$193.50	100		\$0.00	15.00	\$2,902.50
91	6" CONCRETE DRIVEWAY APRON	SF	\$6.83	4000		\$0.00	3,902.60	\$26,654.76
92	7" CONCRETE DRIVEWAY APRON	SF	\$7.42	1200		\$0.00	2,804.60	\$20,810.13
93	6" CONCRETE PEDESTRIAN CURB RAMP	SF	\$10.48	260		\$0.00	105.00	\$1,100.40
94	TRUNCATED DOME SURFACE	SF	\$64.50	20		\$0.00	26.00	\$1,677.00
95	SALVAGE HANDHOLE	EA	\$989.00	2		\$0.00	2.00	\$1,978.00
96	INSTALL SALVAGED HANDHOLE	EA	\$1,064.50	2		\$0.00	2.00	\$2,129.00
97	PREFORMED RIGID PVC CONDUIT LOOP DETECTOR 6' X 6'	EA	\$1,612.50	3		\$0.00	3.00	\$4,837.50
98	PREFORMED RIGID PVC CONDUIT LOOP DETECTOR 6' X 12'	EA	\$1,935.00	2		\$0.00	2.00	\$3,870.00
99	HANDHOLE	EA	\$2,683.20	1		\$0.00	2.00	\$5,366.40
100	1.5" NON-METALLIC CONDUIT	LF	\$13.55	80		\$0.00	80.00	\$1,084.00

193804608 Project Item Status								
Line	Item	Units	Unit Price	Contract Quantity	Quantity This Request for Payment	Amount This Request for Payment	Quantity To Date	Amount To Date
101	DECIDUOUS TREE 6' HT B&B	EA	\$376.25	15		\$0.00	5.00	\$1,881.25
102	TOPSOIL BORROW (LV)	CY	\$30.10	1500	38	\$1,143.80	1,018.00	\$30,641.80
103	SOD	SY	\$4.52	9000	597	\$2,698.44	6,425.00	\$29,041.00
104	METAL FENCE	LF	\$38.43	50		\$0.00	0.00	\$0.00
105	LANDSCAPE FUND	LS	\$12,000.00	1		\$0.00	0.35	\$4,200.00
106	4" DOUBLE YELLOW LINE - PAINT	LF	\$0.49	4200		\$0.00	4,218.00	\$2,066.82
107	4" SOLID WHITE LINE - PAINT	LF	\$0.25	8400		\$0.00	7,887.00	\$1,971.75
108	24" SOLID WHITE LINE - PAINT	LF	\$8.06	50		\$0.00	393.00	\$3,167.58
Totals For PART 5: ROADWAY/ALLEY:						\$14,950.98		\$1,193,589.19
Project Totals:						\$16,079.49		\$2,103,828.44

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date July 14, 2020

ITEM NUMBER Annual Storm Water Report

STAFF INITIAL HS

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, the City must report on its storm water efforts as one of the requirements of our Municipal Separate Storm Sewer System (MS4) permit. Attached is a copy of our most recent annual report submitted to the Minnesota Pollution Control Agency (MPCA). At the close of the presentation and discussion, the Council must allow for public comment on our storm water program.

STAFF RECOMMENDATION:

Introduction: This document is a formatted version of the MS4 Annual Report for 2019, which is completed online by each MS4 permittee. This report is a summary of activities completed under the 2013 MS4 Permit (Permit) between January 1, 2019, and December 31, 2019. For more information about the annual report, please visit the Minnesota Pollution Control Agency's (MPCA) MS4 annual report website at https://stormwater.pca.state.mn.us/index.php?title=MS4_Annual_Report.

MS4 general contact information

Full name: Heather Butkowski Title: City Administrator
Mailing address: 1891 Walnut St
City: Lauderdale State: MN Zip code: 55113
Phone: 6517927650 Email: admin@lauderdalemn.org

Preparer contact information (if different from the MS4 General contact)

Full name: Heather Butkowski Title: _____
Organization: City of Lauderdale
Mailing address: 1891 Walnut St
City: Lauderdale State: MN Zip code: 55113
Phone: 6517927650 Email: admin@lauderdalemn.org

MCM 1: Public education and outreach

The following questions refer to Part III.D.1. of the Permit.

For new permittees only: Since this annual report is for a time period prior to the deadline for this minimum control measure (MCM), the following questions are optional.

Q2 Did you select a stormwater-related issue of high priority to be emphasized during this Permit term? [Part III.D.1.a.(1)] Yes

Q3 If "Yes" in Q2, what is your stormwater-related issue(s)?

Q3 Options	Q3 – your answers
Q3:1 TMDL(s)	
Q3:2 Local businesses	
Q3:3 Residential BMPs	Residential BMPs
Q3:4 Pet waste	
Q3:5 Yard waste	
Q3:6 Deicing materials	
Q3:7 Household chemicals	
Q3:8 Construction activities	
Q3:9 Post-construction activities	
Q3:10 Other	

If "Other," describe:

Q4 Have you distributed educational materials or equivalent outreach to the public focused on illicit discharge recognition and reporting? [Part III.D.1.a.(2)] Yes

Q5 Do you have an implementation plan as required by the Permit? [Part III.D.1.b.] Yes

- Q6 How did you distribute educational materials or equivalent outreach? [Part III.D.1.a.] [see table below]
- Q7 For the items listed in Q6, who is the intended audience? [see table below]
- Q8 For the items listed in Q6, enter the total circulation/audience below (if unknown, use best estimate). [see table below]

Options	Q6 – your answers	Q7	Q7	Q7	Q7	Q7	Q7	Q8
		Residents	Local businesses	Developers	Students	Employees	Other	Total
Brochure								
Newsletter	Newsletter	Residents	Local Businesses		Students	Employees		4600
Utility bill insert: merge								
Newspaper ad								
Radio ad	Radio ad	Residents	Local Businesses	Developers	Students	Employees		500
Television ad								
Cable access channel	Cable access channel	Residents	Local Businesses		Students			200
Stormwater-related event								
School project or presentation								
Website	Website	Residents	Local Businesses	Developers				100
Other (1)								
	describe:							
Other (2)								
	describe:							
Other (3)								
	describe:							

For Q9 and Q10 below, provide a brief description of each activity related to public education and outreach (e.g., rain garden workshop, school presentation, public works open house) held and the date each activity was held from January 1, 2019 to December 31, 2019. [Part III.D.1.c.(4)]

Q9 Date of activity	Q10 Description of activity
7/18/2019	Mississippi Watershed Management Organization, Capital Region Watershed District, Rice Creek Watershed District, and Ramsey County Conservation District participate in our annual summer festival.
7/25/2019	Lauderdale Community Clean Up

- Q11 Between January 1, 2019, and December 31, 2019, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] No _____
- If "Yes," describe those modifications:

MCM 2: Public participation/involvement

The following questions refer to Part III.D.2.a. of the Permit.

For new permittees only: Since this annual report is for a time period prior to the deadline for this MCM, the following questions are optional.

- Q12 You must provide a minimum of one opportunity each year for the public to provide input on the adequacy of your Stormwater Pollution Prevention Program (SWPPP). Did you provide this opportunity between January 1, 2019, and December 31, 2019? [Part III.D.2.a.(1)] Yes _____

Q13 If 'Yes' in Q12, what was the opportunity that you provided?

Q13 Options	Q13 – your answers
Q13:1 Public meeting	Public meeting
Q13:2 Public event	
Q13:3 Other	

Q14 If 'Public meeting' in Q13, did you hold a stand-alone meeting or combine it with another event? Combined
 Date of the public meeting: 7/23/2019
 Number of citizens that attended and were informed about your SWPPP: 0

Q15 If "Public event" in Q13, describe: _____
 Date of the public event: _____
 Number of citizens that attended and were informed about your SWPPP: _____

Q16 If "Other" in Q13, describe: _____
 Date of this action: _____
 Number of citizens that attended and were informed about your SWPPP: _____

Q17 Between January 1, 2019, and December 31, 2019, did you receive any input regarding your SWPPP? No
 If 'Yes,' enter the total number of individuals or organizations that provided comments on your SWPPP: _____

Q18 If 'Yes' in Q17, did you modify your SWPPP as a result of written input received? [Part III.D.2.b.(2)] _____
 If "Yes," describe those modifications: _____

Q19 Between January 1, 2019, and December 31, 2019, did you modify your BMPs, measurable goals, or future plans for your public education and outreach program? [Part IV.B.] No
 If "Yes," describe those modifications: _____

MCM 3: Illicit discharge detection and elimination

The following questions refer to Part III.D.3. of the Permit.

Q20 Do you have a regulatory mechanism which prohibits non-stormwater discharges to your MS4? Yes

For new permittees only: Since this annual report is for a time period prior to the deadline for this MCM, the following questions are optional.

Q21 Did you identify any illicit discharges between January 1, 2019, and December 31, 2019? [Part III.D.3.h.(4)] Yes

Q22 If 'Yes' in Q21, enter the number of illicit discharges detected: 0

Q23 If 'Yes' in Q21, how did you discover these illicit discharges:

Q23 Options	Q23 – your answers
Q23:1 Public complaint	
Q23:2 Staff	Staff

Q24 If 'Public complaint' in Q23, enter the number discovered by the public: _____

Q25 If 'Staff' in Q23, enter the number discovered by staff: 0

Q26 If 'Yes' in Q21, did any of the discovered illicit discharges result in an enforcement action (this includes verbal warnings)? No

Q27 If 'Yes' in Q26, what type of enforcement action(s) was taken and how many of each action were issued between January 1, 2019, and December 31, 2019?

Q27 Options	Q27 – your answers	
Q27:1 Verbal warning		
Q27:2 Notice of violation		
Q27:3 Fine		
Q27:4 Criminal action		
Q27:5 Civil penalty		
Q27:6 Other		

If "Other," describe:

Q28 If 'Yes' in Q26, did the enforcement action(s) taken sufficiently address the illicit discharge(s)? _____

Q29 If 'No' in Q28, why was the enforcement not sufficient to address the illicit discharge(s):

Q30 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your illicit discharge regulatory mechanism(s)? [Part III.B.] Yes _____

Q31 Between January 1, 2019, and December 31, 2019, did you train all field staff in illicit discharge recognition (including conditions which could cause illicit discharges) and reporting illicit discharges for further investigations? [Part III.D.3.e.] Yes _____

Q32 If 'Yes' in Q31, how did you train your field staff?

Q32 Options	Q32 – your answers
Q32:1 Email	
Q32:2 PowerPoint	
Q32:3 Presentation	
Q32:4 Video	
Q32:5 Field training	
Q32:6 Other	Other

If "Other," describe:

In office discussions and MPCA waste water seminar

The following questions refer to Part III.C.1. of the Permit.

Q33 Did you update your storm sewer system map between January 1, 2019, and December 31, 2019? [Part III.C.1.] No _____

For new permittees only, the question instead is: Have you developed a storm sewer system map? [Part III.C.1.]

Q34 Does your storm sewer map include all pipes 12 inches or greater in diameter and the direction of stormwater flow in those pipes? [Part III.C.1.a.] Yes _____

Q35 Does your storm sewer map include outfalls, including a unique identification (ID) number and an associated geographic coordinate? [Part III.C.1.b.] Yes _____

Q36 Does your storm sewer map include all structural stormwater BMPs that are part of your MS4? [Part III.C.1.c.] Yes _____

Q37 Does your storm sewer map include all receiving waters? [Part III.C.1.d.] Yes _____

Q38 In what format is your storm sewer map available? GIS _____

If "Other," describe:

- Q39 Between January 1, 2019, and December 31, 2019, did you modify your BMPs, measurable goals, or future plans for your illicit discharge detection and elimination (IDDE) program? No
- If "Yes," describe those modifications:

MCM 4: Construction site stormwater runoff control

The following questions refer to Part III.D.4. of the Permit.

- Q40 Do you have a regulatory mechanism that is at least as stringent as the Agency's general permit to Discharge Stormwater Associated with Construction Activity (CSW Permit) No. MN R100001 (<http://www.pca.state.mn.us/index.php/view-document.html?gid=18984>) for erosion and sediment controls and waste controls? [Part III.D.4.a.] Yes
- Q41 Have you developed written procedures for site plan reviews as required by the Permit? [Part III.D.4.b.] Yes
- Q42 Have you documented each site plan review as required by the Permit? [Part III.D.4.f.] Yes
- Q43 Enter the number of site plan reviews conducted for sites an acre or greater between January 1, 2019, and December 31, 2019: 0
- Q44 What types of enforcement actions do you have available to compel compliance with your regulatory mechanism? Check all that apply and enter the number of each used from January 1, 2019, to December 31, 2019.

Q44 Options	Q44 – your answers	
Q44:1 Verbal warning	Verbal warnings	0
Q44:2 Notice of violation	Notice of violation	0
Q44:3 Administrative order	Administrative orders	0
Q44:4 Stop-work order	Stop-work orders	0
Q44:5 Fine	Fines	0
Q44:6 Forfeit of security bond money	Forfeit of security of bond money	0
Q44:7 Withholding of certificate of occupancy	Withholding of certificate of occupancy	0
Q44:8 Criminal action	Criminal actions	0
Q44:9 Civil penalty	Civil penalties	0
Q44:10 Other		

If "Other," describe:

- Q45 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your construction site stormwater runoff control regulatory mechanism(s)? Yes
- Q46 Enter the number of active construction sites an acre or greater that were in your jurisdiction between January 1, 2019, and December 31, 2019: 1
- Q47 Do you have written procedures for identifying priority sites for inspections? [Part III.D.4.d.(1)] Yes
- Q48 If 'Yes' in Q47, how are sites prioritized for inspections?

Q48 Options	Q48 – your answers
Q48:1 Site topography	
Q48:2 Soil characteristics	
Q48:3 Type of receiving water(s)	
Q48:4 Stage of construction	
Q48:5 Compliance history	
Q48:6 Weather conditions	
Q48:7 Citizen complaints	
Q48:8 Project size	
Q48:9 Other	Other

If "Other," describe:

Weekly unless rainfall of .5 inch or greater.

- Q49 Do you have a checklist or other written means to document site inspections when determining compliance? [Part III.D.4.d.(4)] Yes

Q50 Enter the number of site inspections conducted for sites an acre or greater between January 1, 2019, and December 31, 2019: 0

Q51 Enter the frequency at which site inspections are conducted (e.g. daily, weekly, monthly): [Part III.D.4.d.(2)]:
Done by Rice Creek Watershed District at their discretion.

Q52 Enter the number of trained inspectors that were available for construction site inspections between January 1, 2019, and December 31, 2019: 1

Q53 Provide the contact information for the inspector(s) and/or organization that conducts construction stormwater inspections for your MS4. List your primary construction stormwater contact first if you have multiple inspectors.

1	Inspector name:	Chad Johnson
	Organization:	Stantec
	Office phone:	(612) 712-2064
	Work/Cell phone:	(651) 325-6860
	Email address:	chad.johnson@stantec.com
	Preferred contact method:	work cell phone
2	Inspector name:	
	Organization:	
	Office phone:	
	Work/Cell phone:	
	Email address:	
	Preferred contact method:	
3	Inspector name:	
	Organization:	
	Office phone:	
	Work/Cell phone:	
	Email address:	
	Preferred contact method:	

Q54 What training did inspectors receive?

Q54 Options	Q54 – your answers
Q54:1 University of Minnesota Erosion and Stormwater Management Certification Program	
Q54:2 Qualified Compliance Inspector of Stormwater (QCIS)	
Q54:3 Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor	Minnesota Laborers Training Center Stormwater Pollution Prevention Plan Installer or Supervisor
Q54:4 Minnesota Utility Contractors Association Erosion Control Training	
Q54:5 Certified Professional in Erosion and Sediment Control (CPESC)	Certified Professional in Erosion and Sediment Control (CPESC)
Q54:6 Certified Professional in Stormwater Quality (CPSWQ)	Certified Professional in Stormwater Quality (CPSWQ)
Q54:7 Certified Erosion, Sediment and Storm Water Inspector (CESSWI)	Certified Erosion, Sediment and Storm Water Inspector (CESSWI)
Q54:8 Other	Other

If "Other," describe:

U of M Design of Construction SWPPP

Q55 Between January 1, 2019, and December 31, 2019, did you modify your BMPs, measurable goals, or future plans for your construction site stormwater runoff control program? [Part IV.B.] No

If "Yes," describe those modifications:

MCM 5: Post construction stormwater management

The following questions refer to Part III.D.5. of the Permit.

Q56 Do you have a regulatory mechanism which meets all requirements as specified in Part III.D.5.a of the Permit? Yes

Q57 What approach are you using to meet the performance standard for Volume, Total Suspended Solids (TSS), and Total Phosphorus (TP) as required by the Permit? [Part III.D.5.a.(2)] Check all that apply. Refer to the MPCA website at <http://www.pca.state.mn.us/index.php/view-document.html?gid=17815> for guidance on stormwater management approaches.

Q57 Options	Q57 – your answers
Q57:1 Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site	Retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site
Q57:2 Retain the post-construction runoff volume on site for the 95th percentile storm	
Q57:3 Match the pre-development runoff conditions	
Q57:4 Adopt the Minimal Impact Design Standards (MIDS)	
Q57:5 An approach has not been selected	
Q57:6 Other method (Must be technically defensible--e.g., based on modeling, research and acceptable engineering practices)	Other method (Must be technically defensible--e.g. based on modeling, research and acceptable engineering practices)

If "Other," describe:

We require at minimum 80% TSS removal and 50% TP removal for the City. We also defer to the local Watershed requirements (Rice Creek WD, Mississippi WMO, and Capital Region WD) for these items which are more stringent than the City's requirements. RCWD you must retain the runoff volume equal to 1.1 inches times the area of new impervious or 0.75 inches of linear projects. MWMO you must retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site. CRWD you must retain a runoff volume equal to one inch times the area of the proposed increase of impervious surfaces on-site.

Q58 Do you have written Enforcement Response Procedures (ERPs) to compel compliance with your post-construction stormwater management regulatory mechanism(s)? [Part III.B.] Yes

Q59 Between January 1, 2019, and December 31, 2019, did you modify your BMPs, measurable goals, or future plans for your post-construction site stormwater management program? [Part IV.B.] No

If "Yes," describe those modifications:

MCM 6: Pollution prevention/good housekeeping for municipal operations

The following questions refer to Part III.D.6. of the Permit.

For new permittees only: Since this annual report is for a time period prior to the deadline for this MCM, the following questions are optional.

Q60 Enter the total number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds within your MS4 (exclude privately owned).

Q60:a Structural stormwater BMPs 9

Q60:b Outfalls 8

Q60:c Ponds 2

Q61 Enter the number of structural stormwater BMPs, outfalls (excluding underground outfalls), and ponds that were inspected from January 1, 2019, to December 31, 2019, within your MS4 (exclude privately owned). [Part III.D.6.e.]

Q61:a Structural stormwater BMPs 9

Q61:b Outfalls 8

	Q61:c Ponds	2
Q62	Have you developed an alternative inspection frequency for any structural stormwater BMPs, as allowed in Part III.D.6.e.(1) of the Permit?	No
Q63	Based on inspection findings, did you conduct any maintenance on any structural stormwater BMPs? [Part III.D.6.e.(1)]	No
Q64	If 'Yes,' briefly describe the maintenance that was conducted:	
Q65	Do you own or operate any stockpiles, and/or storage and material handling areas? [Part III.D.6.e.(3)]	No
Q66	If 'Yes' in Q65, did you inspect all stockpiles and storage and material handling areas quarterly? [Part III.D.6.e.(3)]	
Q67	If 'Yes' in Q66, based on inspection findings, did you conduct maintenance at any of the stockpiles and/or storage and material handling areas?	
Q68	If 'Yes' in Q67, briefly describe the maintenance that was conducted:	
Q69	Between January 1, 2019, and December 31, 2019, did you modify your BMPs, measurable goals, or future plans for your pollution prevention/good housekeeping for municipal operations program? [Part IV.B.]	No
	If 'Yes' in Q69, describe those modifications:	

Discharges to impaired waters with an USEPA-approved TMDL that includes an applicable WLA

If required, you must complete the TMDL Annual Report Form, available on the MPCA’s website at https://stormwater.pca.state.mn.us/index.php?title=Download_page_with_TMDL_forms.

Attach your completed TMDL Annual Report Form as instructed in the online Annual Report. [Part III.E]

Q71 If a file was successfully uploaded, a reference number will appear:

Alum or Ferric Chloride Phosphorus Treatment Systems (not required)

The following questions refer to Part III.F.3.a. of the Permit. Provide the information below as it pertains to your alum or ferric chloride phosphorus treatment system.

Q72 Date(s) of operation (mm/dd/yyyy - mm/dd/yyyy)

January	
February	
March	
April	
May	
June	
July	
August	
September	
October	
November	
December	

	Q73	Q74	Q75	Q76
Month	Chemical(s) used for treatment	Gallons of alum or ferric chloride treatment	Gallons of water treated	Calculated pounds of phosphorus removed
January				
February				

March				
April				
May				
June				
July				
August				
September				
October				
November				
December				

Q77 Any performance issues and corrective action(s), including the date(s) when corrective action(s) were taken, between January 1, 2019, and December 31, 2019:

Partnerships

Q78 Did you rely on any other regulated MS4s to satisfy one or more Permit requirements? Yes

Q79 If 'Yes' in Q78, describe the agreements you have with other regulated MS4s and which Permit requirements the other regulated MS4s help satisfy: [Part IV.B.6.]

We defer to the Rice Creek Watershed District, Mississippi Watershed Management Organization, and the Capitol Region Watershed District rules when they are more stringent than our rules. Those organizations also provide site inspections for the City. We also are a member of Minnesota Waters, Let's Keep It Clean for educational outreach.

Additional information

If you would like to provide any additional files to accompany your annual report, use the space below to upload those files. For each space, you may attach one file. You may provide additional explanation and/or information in an email with the subject YourMS4NameHere_2019AR to ms4permitprogram.pca@state.mn.us.

Q80 If a file was successfully uploaded, a reference number will appear:

Q81 If a file was successfully uploaded, a reference number will appear:

Q82 If a file was successfully uploaded, a reference number will appear:

Q83 Optional, describe the file(s) uploaded:

Owner of operator certification

The person with overall administrative responsibility for SWPPP implementation and Permit compliance must certify this MS4 Annual Report. This person must be duly authorized and should be either a principal executive (i.e., Director of Public Works, City Administrator) or ranking elected official (i.e., Mayor, Township Supervisor).

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete (Minn. R. 7001.0070). I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment (Minn. R. 7001.0540)?

Yes _____

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that information can be used for the purpose of processing my MS4 Annual Report.

Name: Heather Butkowski

Title: City Administrator

Date: 6/25/2020

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date July 14, 2020

ITEM NUMBER Fire Services Agreements

STAFF INITIAL AB

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 responses 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.

At the last meeting, the Council took public comment. Additional comments received by staff were forwarded to council members. The comments have indicated community support for the change. Also at the last meeting, the Council authorized the Mayor to send a letter to the Falcon Heights Mayor letting him know we would be leaving the contract. That letter was sent on July 8, 2020 and was included in the packet for your review. The Council indicated interest in switching to St. Paul Fire Department coverage as early as possible and that date is July 30 as was noted in the letter to Falcon Heights.

To finalize the change in fire service providers, the Council needs to approve the agreement with the City of St. Paul as presented.

STAFF RECOMMENDATION:

Motion to enter into a Joint Powers Agreement between the City of St. Paul and the City of Lauderdale as presented.



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

July 7, 2020

Mayor Randy Gustafson
City of Falcon Heights
2077 West Larpentour 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. As you and I discussed a few weeks ago, the Lauderdale City Council was considering contracting for fire services from the City of St. Paul. The change would ensure an adequate fire response for our residents. The change also aligned fire services with our existing emergency medical services provided by the St. Paul Fire Department.

I am providing you this notice on behalf of the City Council per the terms of the contract we entered into in 2013. It is our intent to withdraw from our fire services contract. Per the agreement, we will remit the Readiness to Serve and Capital Payment for 2020 as soon as we receive an invoice. The calls for service will be routed to the St. Paul Fire Department starting on July 30, 2020.

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 15th day of July, 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.

D. Assistance with Recruitment.

Lauderdale agrees to assist Saint Paul in the recruitment of Department personnel. Assistance may include providing notice to residents of Lauderdale of employment opportunities via electronic and print media, providing opportunities at Lauderdale community events for the Department to disseminate the information or otherwise as may be mutually agreeable to the parties.

SECTION 4. Term.

A. Term.

This Agreement shall commence on July 15, 2020 and shall remain in full force for a period of one year from that date, expiring on July 15, 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 September 30, 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, whether resulting from the negligence of Saint Paul, its officers, agents or employees or otherwise. Lauderdale agrees to indemnify, save and hold harmless Saint Paul, 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 Lauderdale'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: Fire Chief

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.

SECTION 22. Counterparts.

This Agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

SECTION 23. Electronic Signatures.

The parties agree that the electronic signature of a party to this Agreement be valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing," (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written when printed from electronic files. For purposes hereof, "electronic signature" also means manually signed original signature that is then transmitted by an electronic means, including without limitation a faxed

version of an original signature or an electronically scanned and transmitted version (e.g. via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability 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.

[SIGNATURE PAGES TO FOLLOW]

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

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date July 14, 2020

ITEM NUMBER Fence Ordinance Revisions

STAFF INITIAL 

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Earlier this year, the City Council held two discussions regarding the fence ordinance focusing on front-yard regulations. The primary question asked was whether or not to allow front yard fences, and if allowed, how would the following be addressed:

- Public safety issues, including sight lines on adjacent public streets;
- Aesthetic standards;
- Access to the property by emergency personnel;
- Access to the property for mail and package delivery;
- Access to the property for public inspections; and
- Adverse impacts on adjacent properties.

The Council looked at ordinances from neighboring cities (Roseville, Falcon Heights, St. Anthony, Minneapolis, and St. Paul). They all allow front yard fences with varying parameters.

Height of fence in front yard setback: All adjacent cities allow front yard fences of varying heights ranging from three feet (Falcon Heights) to four feet (Roseville, St. Anthony, and St. Paul). Minneapolis allows for three foot fences with the ability to go to four feet for open, decorative fences. The Council seemed interested in this provision and it is included in the draft ordinance.

Height of fence in exterior side yards (corner lots): Minneapolis requires corner lots maintain the three foot fence height along the entire street-side length of corner lots and four feet along interior side yards. This was included in the draft for discussion as council members expressed concern over the lack of access to light and air flow with tall, privacy fences.

Corner lot sight lines: Sight lines are addressed in each neighboring cities' ordinances but vary slightly. In St. Paul the distance is 10 feet for fences over 2 feet unless less than 20% opacity; in Minneapolis 15 feet; in Falcon Heights 30 feet; and in Roseville 45 feet. In St. Anthony, the standard is 25 feet but exempts fences less than 30 inches in height but applies the standard to alleys and driveways. Based on feedback received about the front-yard fence on Eustis Street, staff included Roseville's 45 foot requirement in the draft ordinance.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Access for mail and package delivery, emergency personnel, and public inspection: None of the ordinances reviewed address this because they don't allow tall, privacy fences in front yards.

Aesthetic standards: Inherent in the other cities' regulations are aesthetics as they only allow fences that are unassuming in size and built from appropriate materials. As front yard fences impact property values due to their enhanced visibility, it is possible to tailor the ordinance to achieve desired aesthetic outcomes. For example, Minneapolis allows for three foot front yard fences but requires them to be more aesthetically pleasing to be able to build to four feet.

Non-conforming lots: A couple of houses in town were not built to the front yard setback which leaves an area of their front yard not within the bounds of setback regulations. This is not yet addressed in the draft ordinance.

One of the Council's goals was to remove the language that allows residents to request exceptions to the fence ordinance and replace them with standards that apply to everyone to avoid arbitrary decision making processes. That language was stricken.

Graphics: The ordinance will include graphics to explain terms and concepts.

CHAPTER 7

FENCES AND RETAINING WALLS

SECTION:

- 9-7-1: Definitions
- 9-7-2: Scope
- 9-7-3: Permits
- 9-7-4: Regulations
- 9-7-5: Boundary Fence Materials
- 9-7-6: Variance Heights and Setbacks
- 9-7-7: Sight Lines
- 9-7-~~78~~: Conformance
- 9-7-~~89~~: Penalty

9-7-1: DEFINITIONS:

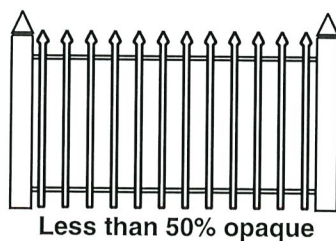
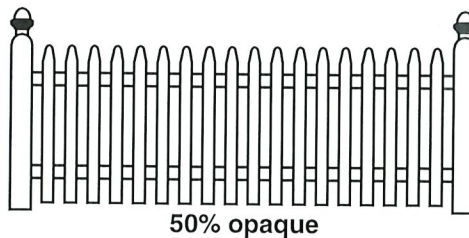
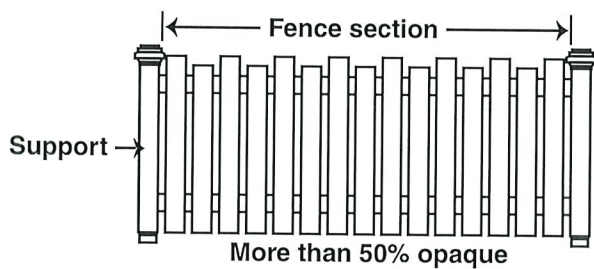
Boundary Fence: A fence parallel to the property line.

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

Fence Opacity: The degree to which views are blocked.

Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.



Opaque or Opacity: Not able to be seen through; not transparent.

Privacy Fence: A fence more than 50% opaque used for screening of outdoor living areas and for enclosures where restricted visibility or protection is required or desired.

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

9-7-2: SCOPE:

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

9-7-3: PERMITS:

A. Residential Properties: The construction of fences over six feet above grade are not allowed. The construction of fences six feet above grade or less shall require a fence permit.

B. Commercial And Industrial Properties: Fences in commercial and industrial areas may be erected to a height of six feet plus two feet for a security (barbed wire or other) arm. The construction of fences six feet above grade or less require a fence permit unless otherwise required by the state building code.

C. Fence or building permits are required for fence modifications that expand the length or height of an existing fence on any property.

D. Fence permits are required for all boundary fences.

E. Permits are not required for maintenance which includes: painting; replacing up to one section not exceeding eight feet in length; and replacing up to two posts in any calendar year. Maintenance does not include increasing the height of the fence.

F. Permits are not required for non-boundary fences that do not exceed three feet in height and are secured by posts no deeper than six inches into the ground.

G. The construction of ~~all~~ retaining walls over four feet in height shall require a building permit. The construction of retaining walls four feet in height or less shall require a

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retaining wall permit. Retaining walls are measured from the bottom of the footing to the top of the wall.

9-7-4: REGULATIONS:

A. Maintenance: All fences and retaining walls shall be regularly maintained and kept in good repair. Vegetation surrounding the fence or retaining wall shall be trimmed and well maintained.

~~B. Setback: In the event a fence or retaining wall is adjacent to and parallel with the front lot line (or side lot line on the street side of a corner lot), such fence or retaining wall shall be set back at least one foot from the street right of way or property line. In the event a fence or retaining wall is adjacent to and parallel with a platted alley, such fence or retaining wall shall be set back at least two feet from the alley right of way or property line.~~

~~CB~~. Face of Fences: That side of the fence considered to be the face (finished side as opposed to structural supports) shall face abutting property.

~~DC~~. Public Rights Of Way: No fences or retaining walls shall be permitted on public rights of way ~~except without approval of the City Council~~.

~~ED~~. Abutment To Property Lines: Fences and retaining walls may be permitted along property lines subject to the following:

1. Physical Damages: Fences and retaining walls may abut property lines provided no physical damages of any kind results to abutting property.

2. Certificate Of Survey: Where the property line is not ~~clearly defined delineated by survey markers or pins~~, a certificate of survey ~~may be required by the Building Official or Zoning Administrator to establish the property line~~ will be required.

~~3. Front Setback Area: No fence or retaining wall along or within the front setback area shall be permitted without the approval of the City Council.~~

~~43~~. Adjusting for Contours and Grade: At no point may fence panels exceed six feet in height nor shall fence posts exceed six and one-half feet in height from grade.

Commented [HB1]: If the Council intends to approve fences or retaining walls in the right-of-way, the criteria for that should be listed to achieve the goal of not leaving each request to the discretion of the council to avoid being arbitrary and capricious.

9-7-5: BOUNDARY FENCE MATERIALS:

A. Privacy fences shall be made from cedar, redwood, or other decay resistant wood; vinyl; or composite material designed for fence applications. Privacy fences in residential areas shall not be made from chain link or metal fencing with slats.

B. All other fences shall be made from wood; vinyl; decorative steel, aluminum, or wrought iron; or chain link designed for fence applications.

C. Materials that may not be used include garden and utility fencing or fabric. These materials are commonly referred to as snow or safety fencing; chicken wire; poultry fencing; hardware cloth; lawn fencing; and lattice. In residentially zoned areas, security fencing is not allowed included barbed or razor wire and electric fencing.

~~9-7-6: VARIANCE:~~

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

9-7-6: HEIGHTS AND SETBACKS

A. Front Yard:

1. Fences located in the required front yard setback shall not exceed three feet in height and shall be 50% or less opaque. The maximum fence height may be increased by one foot if less than 50% opaque and made from decorative metal, aluminum, or wrought iron fencing material.
2. In the event a fence is adjacent to and parallel with the front lot line, such fence shall be set back at least one foot from the front property line.
3. Front yard fences are required to have a gate of no less than three feet in width.

Commented [HB2]: Still need to address lots where the front property line and front yard setback are not the same.

Commented [HB3]: Public works staff said the water shut offs are on the front property line so the one foot setback should remain to prevent people from building fences over them.

B. Interior side yard. Fences located in the required interior side yard setback shall not exceed four (4) feet in height. The maximum height may be increased to six (6) feet between the rear wall of the principal structure on the adjoining property and the rear lot line.

Commented [HB4]: The Council has discussed limiting fence heights or opacity to maintain access to light and air. This would allow not more than a 4 foot fences along sides of houses. Alternatively, the council would allow taller fences but require they be less opaque.

C. Rear Yard: In the event a fence or retaining wall is adjacent to and parallel with a platted alley, such fence or retaining wall shall be set back at least two feet from the alley right of way or property line.

D. Corner side yard. Fences located in the required corner side yard setback shall not exceed three (3) feet in height. The maximum fence height may be increased by one (1) foot if constructed of open, decorative, ornamental fencing materials that are less than fifty (50) percent opaque. The maximum height may be increased to six (6) feet beginning at the point of intersection of the corner side wall and the rear wall of the principal structure to the rear lot line exclusive of area reserved for site lines. For the purpose of this section, open decks and porches shall not be considered part of the principal structure.

9-7-7: SITE LINES

A fence may not be placed in a front-yard sight visibility triangle on a corner lot (measured 45 feet along the curb lines).

Commented [HB5]: This language was taken from Roseville and St. Anthony.

A fence may not be placed in a rear-yard sight visibility triangle along an improved alley (measured 15 feet along the edge of a street and alley to a third line connecting the sides).

9-7-~~78~~: CONFORMANCE

Nothing herein is intended or shall be deemed to make legal or conforming any fence ~~constructed prior to April 19, 2016~~ which was not constructed in full compliance with the terms of the ordinance then in effect.

9-7-~~89~~: PENALTY:

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

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

Adopted by the Lauderdale City Council the 12th day of April, 2016. Published in the Roseville Review the 19th day of April, 2016.

Commented [HB6]: To be updated.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date July 14, 2020

ITEM NUMBER Boulevard Fence Request

STAFF INITIAL HB

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 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 and Walnut Street. The Summer Street boulevard is ~11 feet wide, plus there is a 1 foot setback requirement for corner lots. Thus, the minimum setback from Summer Street for the fence is 12 feet. They proposed locating the fence 4 feet from Summer Street, which would have been an encroachment of 7 feet. At the last meeting, the Council voted to have staff draft a resolution that would allow a 5 feet encroachment into the right of way with conditions. Attached is a resolution that reflects the conditions discussed at the last meeting. Staff also included our responses to council questions that were not included with the previous packet.

Staff reiterate our concerns with allowing encroachments in the right-of-way. We say this in our role as staff. We very much empathize with the applicants and their desire to create a safe place for their children to play.

Lauderdale City Code prohibits right-of-way encroachments for a variety of reasons. The right-of-way is held in trust by city councils for current and future uses that benefit the public. When platted, the right-of-way was intended for roads. As time progressed, they were used for sidewalks; sewer and water infrastructure; public and private gas and electric utilities; snow storage; and boulevard trees. In recent decades, the use of the right-of-way has expanded for cable TV, DSL, and fiber optics with the future being fiber-to-the-home and 5G infrastructure. In general, boulevards have become very crowded which has limited space for traditional right-of-way amenities like boulevard trees and sidewalks. We don't know what the future will bring which is why cities hold these areas in trust for the public good.

The immediate concern of staff is that the fence will obstruct visibility, especially in winter. In the other instances discussed, where fences were located along streets with narrow rights-of-way, the paved portion of those streets is ~18 to 19 feet wide. The paved portion of Summer Street is ~30 feet wide. This means the right-of-way needs to store additional snow from the roadway in addition to the snow from the alley which is not the case in the other instances where the fences are not along alleys.

Similarly, streets are approximately a foot lower than yards. That means the fence from the roadway will be ~5 feet tall. Standard passenger vehicles will not be able to see over the fence to view oncoming vehicles, bikers, and pedestrians.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The residents staff assist with zoning permits are often frustrated by city code whether that be the inability to fence their front yard or the two-foot rear yard setback for fences. With small yards staff understand the desire to maximize space. Staff do their best to explain the rational for city code which helps residents accept their purpose. In most cases, residents have interior lots which limit their ability to make requests such as these. Corner lots are hindered by the additional one-foot setback to exterior side lot lines. This is something to continue discussing as the fence ordinance is revised. In this case, the applicant was concerned about the health of their tree as the one-foot setback was in-line with the tree. If the applicant were allowed to build to the property line, the tree would be avoided and they would be allowed as large of a fenced area as other property owners. Building the fence on the property line also would not impede the roll out of fiber-to-the-home and 5G infrastructure which require ground level equipment to operate.

The goal of the Council has been to rewrite ordinances to offer reasonable guidelines to avoid the need to respond to individual requests. The rational of the Council's decision should either be included in the draft ordinance to explain under what circumstances homeowners can use the public right-of-way or the uniqueness of this situation should be memorialized in the resolution so that other residents can understand why in this instance the Council allowed the private use of the public right-of-way.

Staff fielded many comments from residents upset by the front yard fence approved on Eustis Street. When other residents inquired about how they could have a similar fence, the Council enacted the fence moratorium to discuss the issue. Staff anticipate a similar response from residents, both those that are upset by the Council allowing the use of the right-of-way for private benefit and those on corner lots who would like to expand their fenced area. Based on the outcome of the discussion, we will be able to share the decision-making process.

OPTIONS:

Approve Resolution No. 071420A—as presented.
Approve Resolution No. 071420A—with additional conditions.
Deny their request and do not approve the resolution.

STAFF RECOMMENDATION:

Member _____ introduced the following resolution and moved its adoption:

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA
RESOLUTION NO. 071420A**

**RESOLUTION GRANTING AN EXCEPTION TO THE CITY CODE
TO ALLOW CONSTRUCTION OF A FENCE IN THE
RIGHT-OF-WAY AT 2445 SUMMER STREET**

WHEREAS, Zack Zehrer and Claire Hammer own the property at 2445 Summer Street, which is legally described as:

PIN: 172923320028

Lot 15, Block 5

Lauderdale's East Side Addition to Minneapolis, Ramsey County, Minnesota

WHEREAS, at the June 23, 2020 council meeting, Zack Zehrer and Claire Hammer requested an exception to city code to allow the construction of a fence in the Summer Street right-of-way; and

WHEREAS, Zack Zehrer and Claire Hammer proposed to build the southern portion of the fence four feet from the improved portion of Summer Street; and

WHEREAS, the unimproved right-of-way is approximately 11 feet and the proposed fence would result in a seven foot encroachment into the Summer Street right-of-way and a one-foot encroachment into the side yard setback for corner lots; and

WHEREAS, considerations were given to sight lines, public utilities, safety, and snow storage; and

WHEREAS, staff's research concluded there are no other instances of fences in the right-of-way in the City; and

WHEREAS, the City Council voted 3-2 in favor of directing staff to prepare a resolution of approval to include the following conditions:

1. The fence is built per the site plan attached to this resolution.
2. The fence is built per the design attached to this resolution and no portion of the fence will exceed four feet in height.
3. The rear-yard fence is setback two-feet from the rear property line in conformance with City Code.
4. The fence is located at least six feet from the improved portion of Summer Street (a five-foot encroachment into the Summer Street right-of-way).

5. The fence angles starting at or before 39' from the northern property line and meets the side yard fence five feet from the rear property line to create a sight triangle.
6. The property owners assume all costs for removal and replacement of the fence if so directed by the City. If a utility requires use of the right-of-way, the fence may not be allowed to be replaced in the right-of-way.
7. The City assumes no financial or other responsibility for damage to the fence caused by snow removal.
8. The City assumes no financial or other responsibility for damage to the fence caused by the traveling public.
9. This approval does not run with the land and replacement of the fence contrary to City Code will require council approval.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Lauderdale, does hereby grant an exception to the city code to allow construction of a fence in the right-of-way at 2445 Summer Street as provided.

Dated: July 14, 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.

ZACK + CLAIRE ZEHNER
2445 Summer Street

July 6 2020

FENCE DESIGN

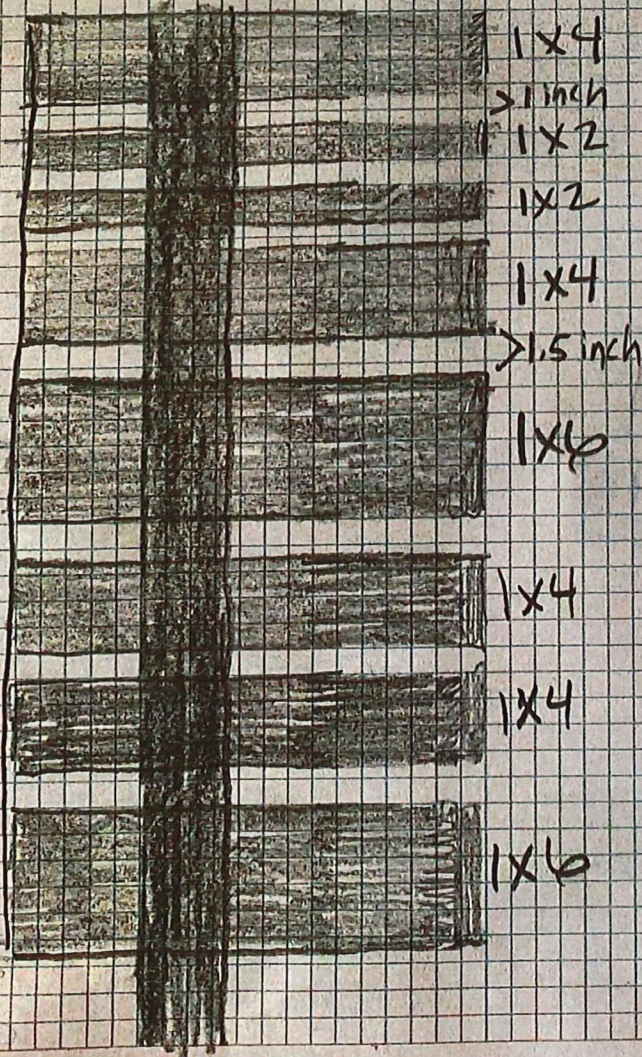
1 square = 1 inch

CEDAR TONE WOOD

~8 Foot long panels

1-1.5 inch gaps between wood

4 ft tall



ALLEY

- PIN
- xxx neighbor chain link fence
- - - Fence allowed
- - - Fence proposed - previous

○ tree

- H - gate

Revised July 6 2020 proposal

SUMMER STREET

garage

house

BACK + CLAIR ZEHRE
2445 SUMMER STREET
120 ft x 40 ft
1 square = 1 foot

Heather Butkowski

From: Heather Butkowski
Sent: Tuesday, June 23, 2020 2:32 PM
Subject: Fence request information

Hello All,

I was asked additional questions about the fence request so I am providing the information to all.

When the Zehrs initially asked about fence regulations, I explained that some council members were opposed to structures in the boulevard to preserve it for public utilities and that the council was considering regulations for side yard fences as part of the front yard fence ordinance and likely want those in place before taking a vote. They felt they couldn't wait for the outcome as they need a safe place for their kids to play.

Staff checked in with the city engineer. Her recommendation was not to allow structures in the boulevard to preserve that area for public utilities and to eliminate issues with future road repairs. She said when structures are in the boulevard, cities run into issues and costs associated for fence removal and replacement. She looked at the pictures submitted with the application and expressed concerns over sightlines but did not have a standard to address what was appropriate for safety. For reference, staff have received complaints from residents trying to see around the front yard fence on Eustis Street near Summer Street. That fence is two lots or about 50 feet from the corner.

Snow storage was asked about at the last meeting. The boulevard is used for snow storage and how tall the banks are depends on the snow fall in a particular season. One thing to mention is that after the county plows the roads and public works staff plow the alleys, they go back to clean out the entrances to each alley. They push the snow at an angle onto the boulevards. I created a diagram to explain. That snow is added to what is plowed from the alleys and off the streets. This is in part what makes the banks at the alley entrances higher and makes for a difference in visibility between winter and summer.

Other than the wire fencing over the retaining wall at Bill Silverman's, there are no fences in side yard ROW anywhere in the city. The standard has been to be one-foot off the right-of-way for corner lots. The city discussed limiting fence heights long the sides of corner lots when discussing the front yard fence regulations. Following is a refresher on other cities requirements.

Falcon Heights. No fences in the right-of-way. 6' height limit on side and rear yard fences. Fences on corner lots must be set back one foot from the rear and side property lines.

Minneapolis. No fences in the right-of-way. No fence within 15' of an alley intersection if the zoning administrator finds it will obstruct a driver's view of approaching, merging, or intersecting traffic. Side yard fences on corners shall not exceed three feet in height until they reach where the side wall and rear wall of the principal structure meet (after that six feet). Fences on corner lots may increase to four feet if constructed of open, decorative, ornamental fencing that are less than 60% opaque.

Roseville. No fences in the right-of-way. Side yard fences allowed up to 6 ½ feet. A fence may not be placed in a sight visibility triangle on a corner lot measured 45 feet along each curb line. Unclear whether this applies to alleys.

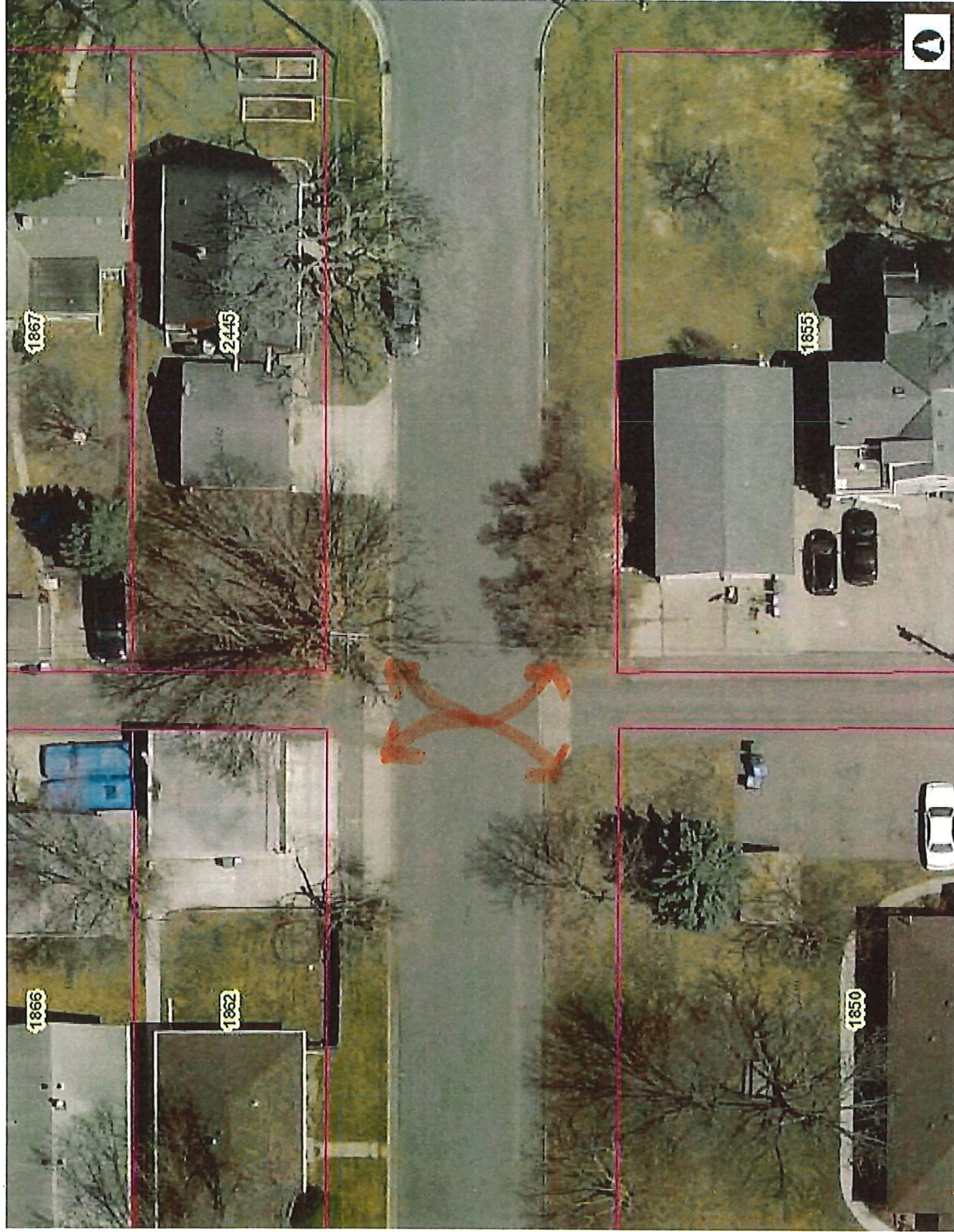
St. Anthony. Fences must be located on owners' property. Side yard fences may be six feet in height on corner lots behind the nearest front corner of the principal building. Vision triangles at alleys and driveways: no fence shall be placed in such a manner as to materially impede vision between the height of 2 ½ feet and 10 feet above the centerline grades of the intersection of a street and alley or driveway such that a clear line of vision is possible of the intersecting

street from a distance of 15 feet along the edge of the street and along the alley or driveway, and a third line connecting the other sides.

St. Paul. No fences in the right-of-way. Side yard fences no more than seven feet tall. On a corner lot at two intersecting streets, fences shall be no more than two feet tall in the triangular area of the lot, 10 feet from the corner, unless that fence is more than 80% open (chain link).

Let me know if this sparks additional questions.

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












60.0 30.00 60.0 Feet

NAD_1983_HARN_Adj_MN_Ramsey_Feet
© Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.
THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend



-  City Halls
-  Schools
-  Hospitals
-  Fire Stations
-  Police Stations
-  Recreational Centers
-  Parcel Points
-  Parcel Boundaries
-  Personal Properties

Notes

Enter Map Description

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date July 14, 2020

ITEM NUMBER Skyview Park Replacement

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last meeting, the Council authorized purchase of the playground equipment for Skyview Park. As the project is subject to Davis-Bacon rules, all of the quotes that involve labor need to be acted on at one time. The quotes for turf installation, playground installation, and excavation and concrete are attached.

Summary of total costs:

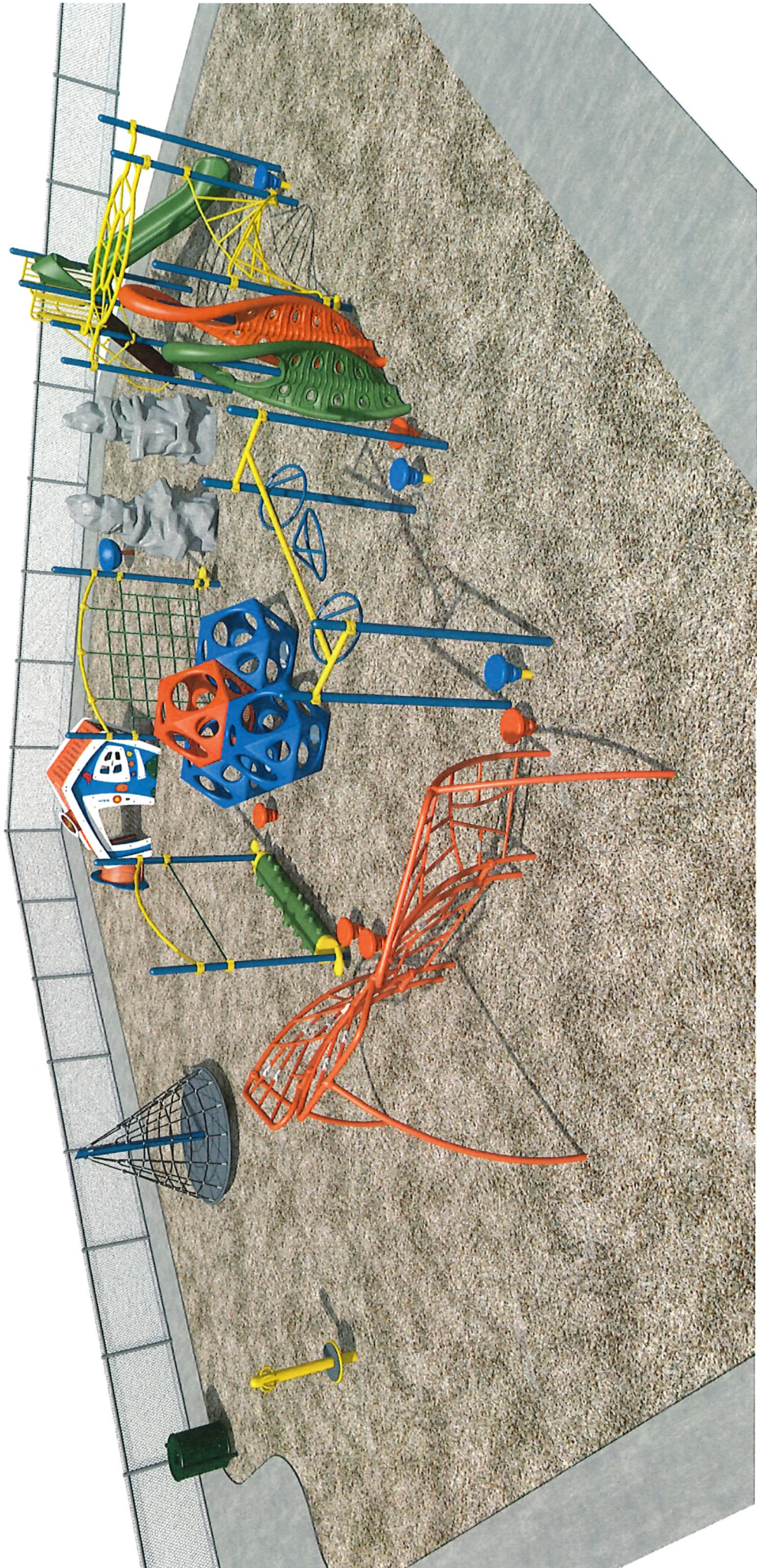
Playground equipment:	\$73,216 (on order)
Turf (including installation):	\$44,344
Playground installation:	\$16,500
Disposal, excavation and concrete:	<u>\$38,470</u>
	\$172,530

Ramsey County is paying \$115,000 leaving a balance of \$57,530 to the City that will be paid out of the park improvement fund. Staff are researching companies that take old playground equipment and rehab it. I am guessing ours is too far gone to be repurposed but we shall see. That would save \$5,490. \$41,224 is the cost difference between wood chips and turf, but as we have learned, wood chips are an on-going maintenance expense. Plus, the community was hoping for a better surface than woodchips. The concrete work is a one-time expense to have done and the equipment should last more than 20 years.

Prior to work starting, staff will coordinate for the removal of trees on the site. It is anticipated that the concrete work will start about a month before the playground installation to allow the concrete time to cure.

STAFF RECOMMENDATION:

Motion to approve the quote from Midwest Playscapes for synthetic turf safety surfacing; the quote from Midwest Playground Contractors Inc. for the playground installation; and Goodmanson Construction for earthwork, drainage, and concrete.



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

Sales Representative

MIDWEST PLAYSCAPES
 9933 EAGLE GREEN CIRCLE
 SAVAGE, MN 55378
 PHONE 1.800.707.1452
 FAX 1.612.915.9452

Equipment Manufacturer

PLAYWORLD
 The world needs play.

Skyline Park
 Lauderdale, MN
 20-2489A



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

Equipment Manufacturer
PLAYWORLD
 The world needs play.

Sales Representative
MIDWEST PLAYSCAPES
 8543 SABLE CREEK CIRCLE
 SAUWAGE, MN 55378
 PHONE: 1800.747.1457
 EMAIL: playscapes@midwest.net

Skyline Park
 Lauderdale, MN
 20-2489A



Skyline Park Lauderdale, MN

20-2489A

Sales Representative
**MIDWEST
PLAYSCAPES**
8623-5454
SAVAGE, MN 55378
PHONE: 1.800.747.1452
EMAIL: playscapes@midwest.net

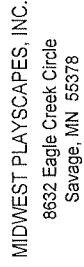
Equipment Manufacturer
PLAYWORLD
The world needs play!

POST & COMPONENT
Blue
Yellow
Orange
Forest Green

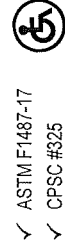
ROTO MOLD PLASTIC
Green
Orange
Blue
Graystone

2-COLOR PLASTIC
Blue-Yellow
ROPE, BOULDERS & SHADE
Green

ECO-ARMOR
Brown

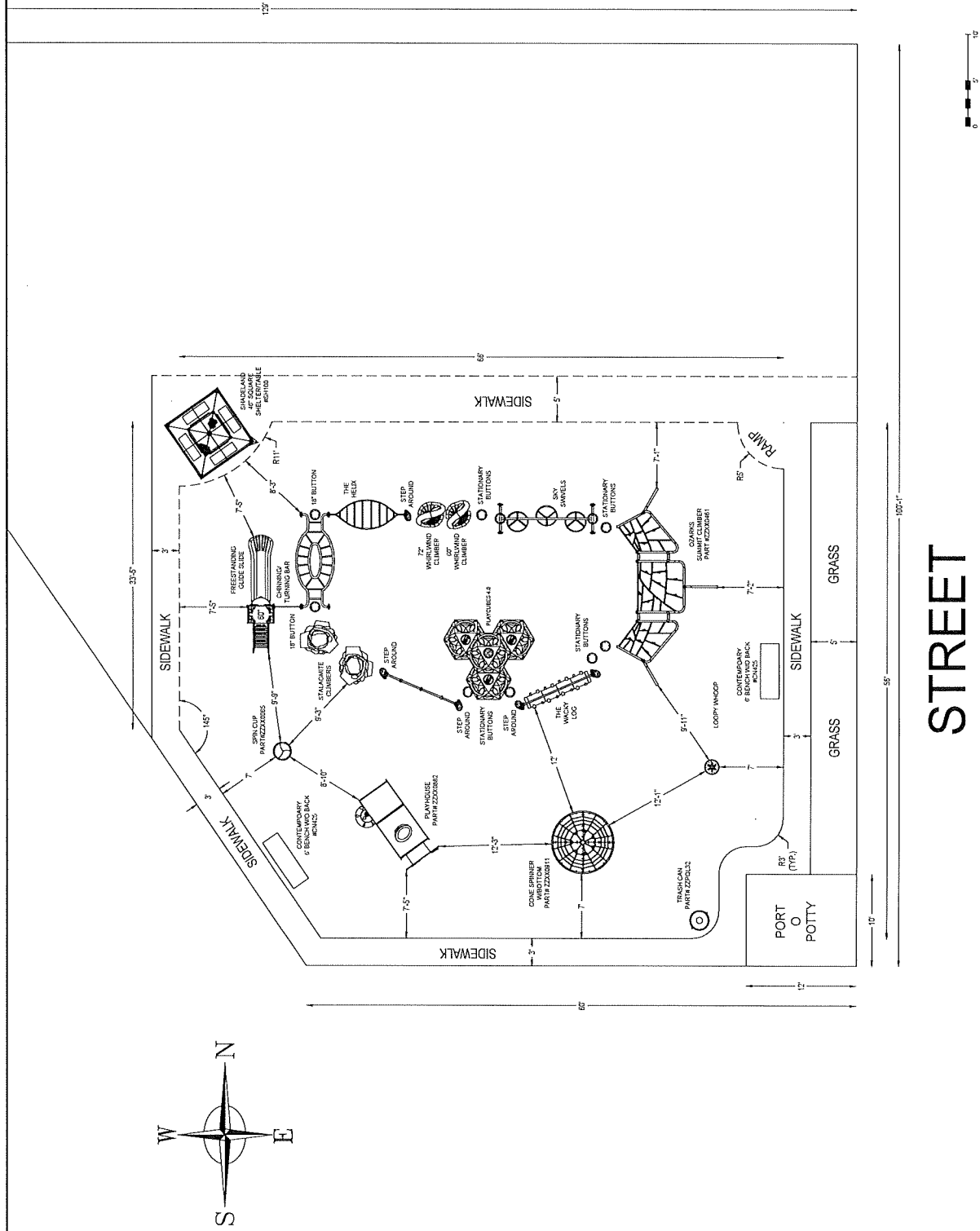


USER CAPACITY: 98



DRAWN BY:
MICHAEL BORDNER

DATE: 17-JUNE-20



***PLAYGROUND SUPERVISION REQUIRED**



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



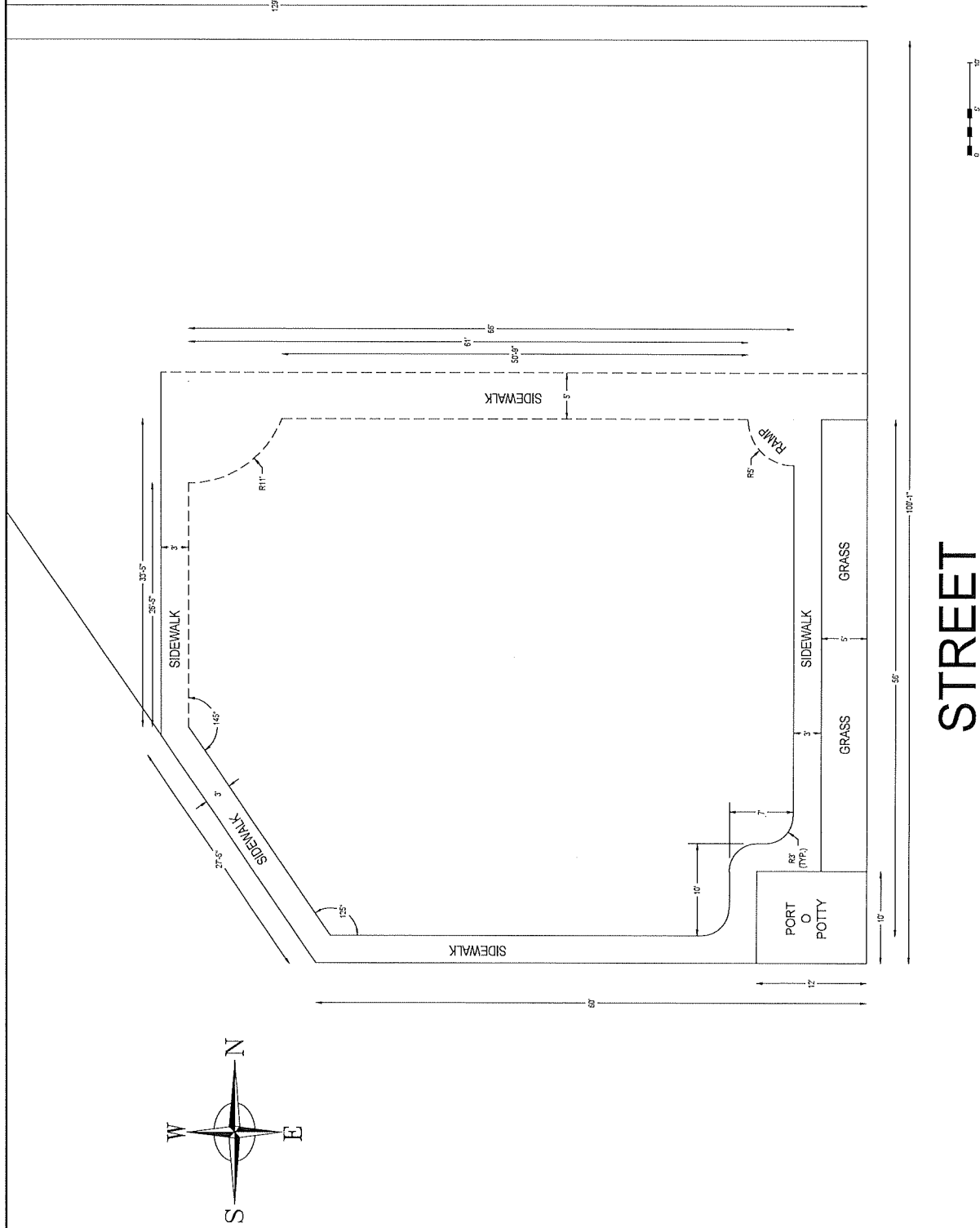
PROJECT NO:
20-2489A.MID

SCALE:
3/32"=1'0"

DRAWN BY:
MICHAEL BORDNER

Paper Size
B

DATE:
17-JUNE-20



*PLAYGROUND SUPERVISION REQUIRED



8632 Eagle Creek Circle, Savage, MN 55378
www.MIDWESTPLAYSCAPES.com

direct: 952.895.8888
fax: 952.895.8889
toll free: 800.747.1452

playscapes@earthlink.net

Quotation



Project: Skyview Park / City of Lauderdale

Contact: Heather Butkowski

Ship To:

Lauderdale, MN 55113

Email: heather.butkowski@ci.lauderdale.mn.us

Shipping Contact Name:

Phone: 651-792-7657

Fax:

Bill To: 1891 Walnut Street
Lauderdale, MN 55113

Date: 6/22/2020

Qty	Design/Item #	Description	Total
1		Playworld Commercial Play Equipment As shown on Design #20-2489A Includes: - Playworld "Adventure Series" Climbing Structure - Playcubes 4.0 - Cone Spinner with Floor #0911 - Our Town Play House #9275 - Spin Cup #0065 - Loopy Whoop #7096 (MRSP \$75,744 / CPC Discount \$12,876)	\$ 62,868.00
		Wabash Site Furniture	
1	SH100P	Single Post Shelter/Table Combo	\$ 4,698.00
1	CN435P	6' Contemporary Bench without Back	\$ 730.00
1	CN430P	6' Contemporary Bench with Back	\$ 820.00
1	LR300P	32 Gal Trash Receptacle	\$ 550.00
			Subtotal \$ 69,666.00
			Playworld Freight \$ 3,000.00
			Wabash Freight \$ 550.00
			Sales Tax \$ -
			Total \$ 73,216.00

Tax Exempt # _____ * Please provide certificate

Options

<input type="checkbox"/>	Add \$3,120 for 160 cu yds of Engineered Wood Fiber Safety Surfacing.
<input type="checkbox"/>	Add \$44,344 for 3376 Sq Ft of Synthetic Turf Safety Surfacing.

NOTE Customer is responsible for unloading, freight inventory, storage, site prep, grading, border, concrete flatwork, drainage system and disposal of packaging material.

NOTE Access to the site with heavy equipment is required. Any Site Restoration by others.

NOTE Terms = Net 30 for Play Equipment and Site Furniture / 50% down on Synthetic Turf if that option is chosen.

NOTE Any Insurance requirements above \$1,000,000 General Liability will be subject to a surcharge

NOTE: UNLESS OTHERWISE NOTED, prices shown are material only. They **DO NOT** include: assembly, installation, border, safety surfacing, drain tile, geotextile fabric, removal of existing equipment, site preparation, excavation or site restoration, unloading of equipment, disposal of packaging material, storage of equipment, additional insurance and bonding would be extra, unless otherwise stated above. If playground equipment or materials are stored off site, customer is responsible for transporting equipment to job site.

Prices firm for 30 days, subject to review thereafter. Our terms are net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after the shipment of materials. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Retainage not accepted. Once customer has signed quotation, your order cannot be changed or canceled. Please allow 3 to 4 weeks for delivery after receipt of order. Standard manufacturing design, specification, and construction apply unless noted otherwise. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Area must be accessible to Bobcat and other equipment necessary for installation or additional fees will be charged. Freight quote is based on customer unloading equipment and checking in all equipment for any missing parts. If product is refused by customer upon delivery for any reason (unless damaged), without prior authorization from Midwest Playscapes, Inc., the customer agrees to pay 20% restocking fee plus freight charges. Price does not include prevailing wages, unless otherwise noted. If we can be of Other Assistance, please feel free to contact us.

Signed: _____
Mike Korth

Accepted _____
Date: _____
Printed Name: _____



MIDWEST PLAYGROUND CONTRACTORS INC.

8632 Eagle Creek Circle Savage, MN 55378

Phone: 952-895-8888

Fax: 952-895-8889

Email: playscapes@earthlink.net

Installation Quotation

Date: 6/22/20
Project Name: Skyview Park / City of Lauderdale
Location: Lauderdale, MN
Contact Name: Heather Butkowski
Phone: 651-792-7657
Email: heather.butkowski@ci.lauderdale.mn.us

Description of work to be done

Install Play Equipment, Site Furniture \$16,500.00
and Engineered Wood Fiber at Skyview Park
per Design #20-2489A

Amount \$ 16,500.00

Note: Install price includes adjustments for prevailing wages.

Note: Customer is responsible for unloading, freight inventory, storage, site prep, grading, border, concrete flatwork, drainage system & disposal of packaging material.

Note: Access to the site with heavy equipment is required. Any Site Restoration by others.

Note: All work is to be completed in a workmanlike manner according to standard practice. Any alterations from the above specifications involving extra costs must be executed upon written orders and will become an extra charge over and above the purchase agreement. Unless otherwise stated a level site matching the drawing dimensions and the corners of the site must be staked prior to our arrival. If MPCCI is to excavate, all material/dirt will remain on site to be removed by others, unless stated otherwise. Prices shown do not include Site Restoration.

Terms:

Prices are firm for 30 days, subject to review thereafter. Terms are Net 30. A finance charge of 1.5% will be imposed on the outstanding balance unpaid for more than 30 days after substantial completion of the work. Standard manufacturing design, specification and construction apply unless otherwise noted. Area must be accessible by a bobcat and all other equipment necessary for installation or additional fees will be charged. Customer is responsible for the identification and marking of all underground utilities (public or private) to include drain tile and sprinkler systems. Installation rates are based on normal conditions. Price does not include prevailing wages, unless otherwise noted. If we can be of further assistance please contact us.

Accepted by: _____

Date: _____

GOODMANSON CONSTRUCTION SINCE 1971

O: 651.636.4996
F: 651.636.5211

Date: 6.29.20

Proposal Submitted To:

City of Lauderdale

Heather Butkowski

651.792.7657

heather.butkowski@lauderdalemn.org

PROPOSAL

Developing Concrete Relationships

2500 W. County Rd. B

Roseville, MN 55113

GoodmansonConstruction.com

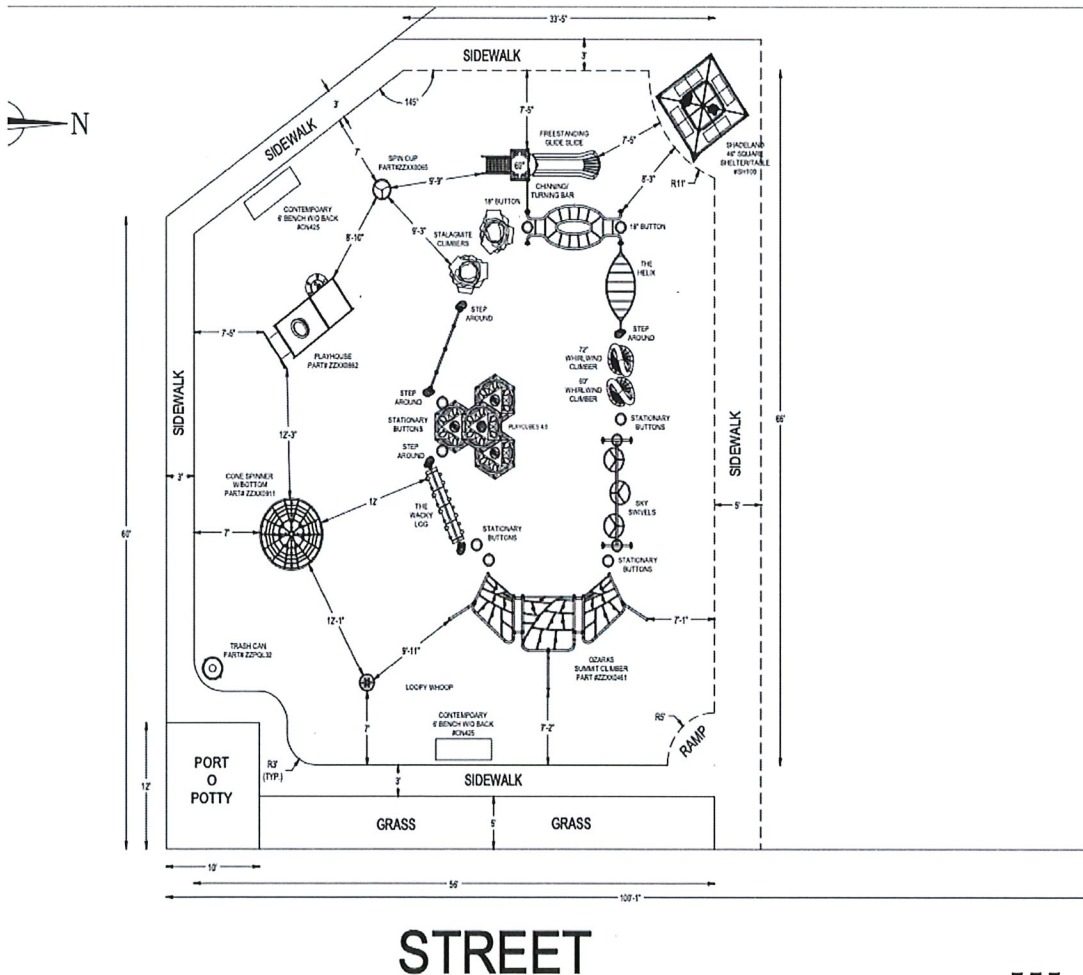
Work To Be Performed At:

Skyview Park

1730 Walnut St.

Lauderdale, MN 55113

We hereby propose to furnish the materials and perform the labor necessary for the completion of:



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

✓ ASTM F1487-17
✓ CPSC #325



PROJECT NO:
20-2489A.MID

SCALE:
3/32"=1'0"

DRAWN BY:

Paper Size

- Per plans dated 6.17.20

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

REMOVAL OF OLD PLAYGROUND EQUIPMENT

- Demo old playground AND footings.
- Haul away & disposal of material.

EQUIPMENT DEMO & DISPOSAL COST: \$5,490.00 (initials)

EXCAVATION AREA: (3950 sf)

- Excavate plantings, turf, and rock/mulch from lawn and existing playground.
- Excavate up to 12" thick to accommodate thickened edge for inside perimeter concrete and 10-12" fall depth.
- Rough Grade to help level and backfill where needed.
- Haul away and recycle material.

EXCAVATION, REMOVAL & HAULING COST: \$9,510.00 (initials)

CONCRETE FLAT WORK & FOOTINGS

- Install (1,088 sf) of concrete around playground per pan. 12" thickened edge for inside perimeter edge of playground.
- Form a (2' x 2') open area in shelter zone for Midwest Playscapes to install a 18" frost footing with pole.
- *(Does NOT include anchor bolts, wood posts/columns, material for shelter or hardware)*
- Install 280 sq.ft of dirt & sod.
- Install concrete per *Goodmanson Signature Service*.
 1. Install class 5 recycled concrete base (up to 6") and power compact area.
 2. Fiber reinforced concrete.
 3. 4,500 psi concrete mix with fibers.
 4. Pour concrete 5" thick for sidewalks, ramps or patio areas.
 5. Lightly broom finish.
 6. Seal concrete with "Cure and Seal" membrane sealer to promote a proper curing process.
 7. Thoroughly clean affected area.

CONCRETE WORK: \$23,470.00 (initials)

****Costs have prevailing wage included****

****Exclusions:**

1. Relocating/Damage to buried obstacles (irrigation, utilities, etc).
2. Cost of Permits (estimated cost: ~\$100.00-300.00).
3. Removal of contaminated materials.
4. Removal of trees.
5. Removal of materials deeper than the 15" in depth agreed upon.
6. Railings, signage, landscaping, painting, plumbing or electrical.
7. Watering of any Sod/Seed.
8. Any other work not described in above scope of work.

WORK CREW

- All concrete work to be expertly performed by Goodmanson employees/ACI Certified Finishers.

LICENSED BONDED AND INSURED

- MN LIC#: BC627075
- \$9 million umbrella coverage

Terms of Proposal

Length of Proposal:

This proposal may be withdrawn by Goodmanson Construction if not accepted within 7 days.

Permits (if necessary):

Cost of permit(s), if needed, not included in this proposal. Goodmanson Construction will obtain and asked to be reimbursed.

Concrete/Asphalt Removal (if applicable):

Cost includes up to 5½" of existing concrete/asphalt removal. If thicker than 5½", \$0.50 per inch of extra thickness per square foot will be charged following discussion and signed change order from owner.

Sub Soil (if applicable)

Cost includes up to 6" of recycled concrete base installation. If additional base is required, \$0.50 per inch of base per square foot will be charged following discussion and signed change order from owner.

Railings (if applicable):

Goodmanson does not replace or install railings. We recommend Andrew Laliberte with Dakota Unlimited 651-322-7123.

Irrigation Systems/Electrical/Utilities (if applicable):

Not responsible for damage to irrigation lines and heads/electrical lines/utilities. Goodmanson will use the best care possible to prevent any damage and will repair unexposed services at additional charge.

Payment Schedule:

1/3 Down Payment, Payments Due as Work Progresses, Balance Due Day of Completion
18% per Year (1.5% month) Late Fee Applies on All Late Payments

CASH & CHECK ACCEPTED OR MASTERCARD & VISA WITH 2 % SERVICE FEE



Developing Concrete Relationships

MN License #BC627075

AA ADA EEO Employer

Any alteration or deviation from specifications involving extra costs, will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance upon above work. Workmen's Compensation and Public Liability Insurance on above work to be taken out by: Goodmanson Construction, Inc. All concrete cracks. Every measure possible will be taken to control cracks so they cannot be seen.

PRE-LIEN NOTICE:

ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLY LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

CUSTOMER'S THREE DAY RIGHT TO TERMINATE:

CUSTOMER IS ADVISED THAT IF THE WORK INVOLVES THE CUSTOMER'S HOMESTEAD, FEDERAL LAW ALLOWS CUSTOMER TO TERMINATE THIS AGREEMENT FOR ANY REASON WITHIN THREE (3) DAYS AFTER SIGNING IT. CUSTOMER ACKNOWLEDGES THAT THEY HAVE RECEIVED SUCH NOTICE PURSUANT TO THIS

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. Goodmanson Construction is authorized to do the work as specified. Payment will be made as outlined above.

Signature: _____ Date: _____

BILLING INFORMATION

Preferred Billing: ☐ Email or ☐ USPS

Business Name: _____

Contact Name: _____

Project Name: _____

Mailing Address: _____

City, State, Zip: _____

E-mail Address: _____

DOCUMENTS NEEDED:

☐ W-9

☐ Certificate of Insurance

☐ Other _____

☐ P.O. # _____

Submitted by:
Jake Wegscheider
Project Estimator/Designer

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date July 14, 2020

ITEM NUMBER Appoint Election Judges

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Below are individuals willing to be appointed by the City Council to serve as election judges for the 2020 Primary and General elections. Many of these election judges have performed election judge duties for years while some are new. Karen Doherty will be the Head Election Judge again this year.

Judges for Primary and General Elections

Wallace Borner	Tyler McLeod	Lynn Richason
Judith Hayes	Anthony Mieloch	Edith Affeldt
Jennifer Syverson	Kristian Mustard	Hans Simons
Zak Knudson	Karen Doherty	

Applicants do not need to declare party affiliation to be a judge, but the City must follow rules for maintaining party balance. Party affiliation is not public information but staff affirm the City has the required party representation for the 2020 election season.

Judges must attend a two-hour training session every two years as required by State Law. The judges will be offered \$12.50 per hour for training and on election day. Those that work a full day will be offered \$200 and the head judge \$220.

In the event we need additional judges, staff requests the authority to hire more. A couple of residents that planned to be judges recently requested to be taken off the list this year due to coronavirus concerns. Staff completely understand and realize it will take more effort to make sure we have enough judges in 2020.

STAFF RECOMMENDATION:

The City Council approves the 2020 election judge list for the 2020 primary and general elections and grants staff the ability to hire additional judges as needed.