

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:00 P.M. TUESDAY, FEBRUARY 13, 2024**  
**LAUDERDALE CITY HALL, 1891 WALNUT STREET**

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL TO ORDER THE LAUDERDALE CITY COUNCIL MEETING**
2. **ROLL CALL**
3. **APPROVALS**
  - a. Agenda
  - b. Minutes of the January 23, 2024 and January 25, 2024 City Council Meetings
  - c. Claims Totaling \$126,229.52
4. **CONSENT**
  - a. Resolution No. 021324A – Approving the 2024 Tobacco Licenses
  - b. Resolution No. 021324B – Approving the 3.2 Off-Sale Malt Liquor License for 2024
  - c. Change February 27 City Council Meeting to February 26 due to Statewide Precinct Caucuses
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
  - a. Jim Bownik's 25-Year Work Anniversary
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. Discussion with Northeast Youth and Family Services Director Angela Lewis-Dmello
  - b. City Council Updates
7. **PUBLIC HEARINGS**

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.
8. **DISCUSSION / ACTION ITEM**
  - a. Purchase of Plow and Dump Box for 2024 Ford F-350
  - b. Metropolitan Council 2024 Private Property Inflow and Infiltration (I/I) Grant Agreement No. SG-20605
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**

- a. January Financial Report
- b. Discussion with Russ Henry, Owner of Giving Tree Gardens
- c. Eureka Recycling Annual Update (March 12)
- d. Annual Audit Presentation (March 26)

## 12. WORK SESSION

- a. Community Development Update
- b. 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 three (3) 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

**To provide public comments, join us via Zoom.**

You are invited to a Zoom webinar.

When: Feb 13, 2024 07:00 PM Central Time (US and Canada)

Topic: February 13, 2024 Lauderdale City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85940836576?pwd=eG9uNnNQZcxYzg2T0F3cGp0RVh1QT09>

Passcode: 546481

Or One tap mobile :

+13092053325,,85940836576# US

+13126266799,,85940836576# US (Chicago)

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 301 715 8592 US (Washington DC)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

Webinar ID: 859 4083 6576

International numbers available: <https://us02web.zoom.us/j/85940836576>

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MEETING MINUTES  
Lauderdale City Hall  
1891 Walnut Street  
Lauderdale, MN 55113

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January 23, 2024

**Call to Order**

Mayor Gaasch called the Regular City Council meeting to order at 7:05 p.m.

**Roll Call**

Councilors present: Evan Sayre, Sharon Kelly, Duane Pulford, Jeff Dains (via Zoom), 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 Pulford moved and seconded by Councilor Kelly to approve the agenda. Motion carried unanimously.

Mayor Gaasch asked if there were corrections to the minutes of the January 9, 2024 City Council meeting. There being none, Councilor Kelly moved and seconded by Councilor Sayre to approve the January 9, 2024 City Council meeting minutes. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Sayre moved and seconded by Councilor Pulford to approve the claims totaling \$92,624.38. Motion carried unanimously.

**Consent**

Councilor Kelly moved and seconded by Councilor Sayre to approve the Consent Agenda thereby acknowledging the December financial report and the fourth quarter investment report and approving Resolution No. 012324A Approving a Three-Foot, Ten-Inch Variance to the Side Yard Setback Requirement at 1773 Fulham Street.

**Informational Presentations/Reports**

A. City Council Updates

Councilor Kelly shared that she attended a Martin Luther King Jr. event at the Ordway Theater. Mayor Gaasch stated that she attended the Ramsey County League of Local Governments legislative session preview along with Councilor Kelly. Gaasch also attended a League of Minnesota Cities board meeting.

**Discussion/Action Item**

A. Security Camera System

Butkowski explained that over time various items have been damaged and stolen outside of the

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January 23, 2024

Public Works building. Staff regularly find the dumpster full of garbage left by others. After an item was stolen this fall, staff began discussing installing exterior security cameras. Staff researched standalone camera options, but none on them were great, so staff asked Metro-Inet to help guide us on the best path forward.

Of the 45 Metro-Inet cities, 16 use Milestone software to manage security cameras. If approved by the Council, there is an up-front Milestone license cost and annual fee of about \$150.00, which would be added to our Metro-Inet bill. The hardware and install costs total around \$6,625.

Butkowski explained this security camera setup reduced long-term costs by allowing the Public Works building to share the internet service coming into City Hall. The cameras can be monitored via computer or phone. Staff along with the St. Anthony Police Department would be given access to the live stream. The system retains the videos for 14 days.

Councilor Sayre made a motion to approve the quotes included in the packet to set up an exterior security camera system at City Hall and the Public Works Building. This was seconded by Councilor Kelly and carried unanimously.

**B. Follow Up to Meeting with Ramsey County Regarding Eustis Street Reconstruction**  
Mayor Gaasch explained that she and Council Member Sayre met with Ramsey County engineering staff and Commissioner Mary Jo McGuire to discuss Ramsey County's change in direction regarding the reconstruction of Eustis Street. She noted the Council will be holding a special meeting on January 25 at 10:00 a.m. to discuss the situation and prepare a response to Ramsey County.

**Set Agenda for Next Meeting**

Butkowski stated that the February 13 council meeting might include the January financial report, 2024 alcohol and tobacco licenses, and a discussion with Northeast Youth and Family Services Executive Director Angela Lewis-Dmello.

**Work Session**

**A. Community Development Update**

Butkowski shared that the City's financial audit will take place next week, staff are working on quotes for the new city truck's dump box and plow, and the skating rink will stay open for as long as the weather allows.

**B. Opportunity for the Public to Address the City Council**

Mayor Gaasch opened the floor to those in attendance interested in addressing the Council.

There being nobody interested in speaking, Mayor Gaasch closed the floor.

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**Adjournment**

Councilor Sayre moved and seconded by Councilor Pulford to adjourn the meeting at 7:33 p.m.  
Motion carried unanimously.

Respectfully submitted,



Miles Cline  
Deputy City Clerk

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Lauderdale City Hall  
1891 Walnut Street  
Lauderdale, MN 55113

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January 25, 2024

**Call to Order**

Mayor Gaasch called the Special City Council meeting to order at 10:10 a.m.

**Roll Call**

Councilors present: Evan Sayre, Sharon Kelly, Duane Pulford, Jeff Dains, and Mayor Mary Gaasch.

Councilors absent: None.

Staff present: Heather Butkowski, City Administrator; and Miles Cline, Deputy City Clerk.

**Approvals**

Mayor Gaasch asked if there were any additions or corrections to the meeting agenda. Councilor Dains added a staff appreciation item to the Additional Items section of the agenda. There being nothing else, Councilor Kelly moved and seconded by Councilor Pulford to approve the agenda as amended. Motion carried unanimously.

**Discussion/Action Item**

A. Follow up to Meeting with Ramsey County Engineering Staff Regarding Eustis Street Reconstruction and Turnback

Butkowski explained that she relayed to Alan Maxwell at Ramsey County the Council's decision to cost-share versus accepting the turnback. She received an email back stating, "It seems like something was lost in translation from when we began work on this project." She met with Maxwell and County Engineer John Mazzitello to discuss what was "lost in translation." They said that their offer was to do the project with the sidewalks and retaining walls if there was a turnback to the City. If the project would be county owned in the end, they said they would have designed something different.

Mayor Gaasch asked staff to go through the council meeting and open house videos to pull out relevant discussion points. Staff emailed those to council members with links and notes for the starting and end points to watch. The videos do not show differing understandings. Alan Maxwell specifically came to the April 25 meeting to present what the City's cost share would be if the Council declined the turnback. Throughout the entire process, the Council explained to Ramsey County where they were in the decision-making process on whether to cost-share or take ownership of the road.

Ramsey County engineering staff asked the City Council to meet with Commissioner Mary Jo McGuire. Mayor Gaasch and Council Member Sayre met with Maxwell, Mazzitello, McGuire, and Ramsey County Public Works Director Brian Isaacson. The Mayor Gaasch and Member Sayre were clear with Commissioner McGuire that the City would not be forced into a turnback situation that wasn't in the best interest of the City. She agreed and said that was not the position

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or desire of the County. The purpose of this special city council meeting was to bring all council members up to speed on discussions with the County.

Mayor Gaasch and Member Sayre provided the Council a summary of the meeting with Ramsey County. They discussed that Ramsey County may decide to revise the scope of work based upon the Council's decision not to take ownership of the road. The County articulated that a cost of over \$6,000,000 for less than a half mile of roadway not a good use of tax dollars if they were to retain ownership of the road and its future maintenance. The Council members agreed that they would not decide on the turnback option without the Council being given a full understanding of the alternative. The Council expects to be given the opportunity to review a revised scope of work and revised cost-share estimates.

**Additional Items**

A. Staff Recognition

Councilor Dains voiced his appreciation for City staff for their work throughout the course of the past year. In recognition, he proposed staff be granted two personal days to be used at the City Administrator's discretion.

Councilor Dains moved and seconded by Councilor Pulford to grant two personal days to staff to be used at the discretion of the City Administrator. Motion carried unanimously.

**Adjournment**

Councilor Pulford moved and seconded by Councilor Dains to adjourn the meeting at 11:40 a.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline  
Deputy City Clerk



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

### **Request for Council Action**

**To:** Mayor and City Council  
**From:** City Administrator  
**Meeting Date:** February 13, 2024  
**Subject:** List of Claims

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The claims totaling \$126,229.52 are provided for City Council review and approval that includes check numbers 28788 to 28809.



# Accounts Payable

## Checks by Date - Detail by Check Date

User: miles.cline  
 Printed: 2/8/2024 2:17 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	02/02/2024	
		PR Batch 50300.02.2024 PERA Coordinated	PR Batch 50300.02.2024 PER	1,105.52
		PR Batch 50300.02.2024 PERA Coordinated	PR Batch 50300.02.2024 PER	1,275.61
Total for this ACH Check for Vendor 43:				2,381.13
ACH	44	Minnesota Department of Revenue	02/02/2024	
		PR Batch 50300.02.2024 State Income Tax	PR Batch 50300.02.2024 Stat	786.22
Total for this ACH Check for Vendor 44:				786.22
ACH	45	ICMA Retirement Corporation	02/02/2024	
		PR Batch 50300.02.2024 Deferred Comp	PR Batch 50300.02.2024 Defi	1,250.00
		PR Batch 50300.02.2024 Deferred Comp	PR Batch 50300.02.2024 Defi	1,675.00
Total for this ACH Check for Vendor 45:				2,925.00
ACH	46	Internal Revenue Service	02/02/2024	
		PR Batch 50300.02.2024 Medicare Employer Po	PR Batch 50300.02.2024 Mec	289.70
		PR Batch 50300.02.2024 FICA Employee Portio	PR Batch 50300.02.2024 FIC.	1,238.72
		PR Batch 50300.02.2024 Medicare Employee Pc	PR Batch 50300.02.2024 Mec	289.70
		PR Batch 50300.02.2024 Federal Income Tax	PR Batch 50300.02.2024 Fede	1,981.47
		PR Batch 50300.02.2024 FICA Employer Portio	PR Batch 50300.02.2024 FIC.	1,238.72
Total for this ACH Check for Vendor 46:				5,038.31
ACH	47	Public Employees Insurance Program	02/02/2024	
		PR Batch 50300.02.2024 Health Insurance	PR Batch 50300.02.2024 Hea	2,732.58
		PR Batch 50300.02.2024 Dental	PR Batch 50300.02.2024 Den	85.20
Total for this ACH Check for Vendor 47:				2,817.78
Total for 2/2/2024:				13,948.44
28788	13 10934	8th Day Landscaping LLC January 2023 Snow Removal	02/13/2024	710.00
Total for Check Number 28788:				710.00
28789	373	ARAMARK Uniform & Career Apparel Gr	02/13/2024	
	6290214753	January Uniforms		20.22
	6290214753	January Uniforms		20.22
	6290217265	January Uniforms		20.22
	6290217265	January Uniforms		20.22
	6290219303	February Uniforms		20.22
	6290219303	February Uniforms		20.22
Total for Check Number 28789:				121.32
28790	383	Aspen Waste Systems of Minnesota Inc	02/13/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	S1 474681020124	February Refuse Service		442.84
			Total for Check Number 28790:	442.84
28791	29 4422	City of St Anthony January Police Services	02/13/2024	81,980.42
			Total for Check Number 28791:	81,980.42
28792	58 13724	City of White Bear Lake 2024 Ramsey County GIS Fees	02/13/2024	228.69
			Total for Check Number 28792:	228.69
28793	61 4010536	Gopher State One Call January Locates	02/13/2024	63.50
			Total for Check Number 28793:	63.50
28794	82 022024	Home Depot General Supplies	02/13/2024	101.85
			Total for Check Number 28794:	101.85
28795	134 00140	Katrina Joseph January Police Services	02/13/2024	925.00
			Total for Check Number 28795:	925.00
28796	420 INV12113201	Marco Technologies LLC Security Cameras for City Hall & Public Works	02/13/2024	2,040.04
			Total for Check Number 28796:	2,040.04
28797	387 1740	Metro-INET February IT Services	02/13/2024	2,464.00
			Total for Check Number 28797:	2,464.00
28798	99 1806	Metropolitan Area Management Association Luncheon Meeting - HB	02/13/2024	25.00
			Total for Check Number 28798:	25.00
28799	24 0001167878	Metropolitan Council March Waste Water	02/13/2024	14,146.65
			Total for Check Number 28799:	14,146.65
28800	12 2024-007 2024-007 2024-007	NineNorth January Webstreaming & Archiving January Virtual Meeting Charge January Virtual Meeting Production	02/13/2024	266.90 103.75 564.30
			Total for Check Number 28800:	934.95
28801	84 022024 022024 022024 022024 022024 022024	North Star Bank Cardmember Services MECA Conference - HB & GB Costco - Treats for Skating Rink Cub Foods - Ziploc Bags Amazon - Security Camera Materials January Costco Fuel Office Depot - 1099 Tax Forms	02/13/2024	420.00 108.85 13.83 236.25 59.88 23.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	022024	Etsy - Anniversary Poster for Jim		16.25
	022024	January Costco Fuel		59.89
	022024	Edible Arrangements - Dessert for Jim's Anniver		86.81
	022024	January Costco Fuel		279.46
	022024	Costco - General Supplies		71.93
	022024	Costco - Treats for Skating Rink		12.89
			Total for Check Number 28801:	1,389.04
28802	11 2024-138	North Suburban Communications Commiss 4Q23 Contribution	02/13/2024	933.36
			Total for Check Number 28802:	933.36
28803	10 0001665973	On Site Sanitation Inc 01/20/2024 - 02/16/2024 Park Portable Restroom	02/13/2024	101.00
			Total for Check Number 28803:	101.00
28804	388 PS-INV103723	PeopleService Inc February Wastewater	02/13/2024	630.00
			Total for Check Number 28804:	630.00
28805	366 4269	St Marie Sheet Metal Inc City Hall Furnace Repair	02/13/2024	930.00
			Total for Check Number 28805:	930.00
28806	135 0124572525	St Paul Pioneer Press 2024 Budget Summary Report	02/13/2024	236.60
			Total for Check Number 28806:	236.60
28807	81 022024 022024 022024	St Paul Regional Water Service 1885 Fulham St 1891 Walnut St 1915 Walnut St	02/13/2024	231.94 91.32 24.29
			Total for Check Number 28807:	347.55
28808	4 SI009334 SI009334	The Neighborhood Recycling Company Inc January Single Unit Dwelling January Multi-Family Recycling	02/13/2024	3,026.73 420.21
			Total for Check Number 28808:	3,446.94
28809	3 520444779	US National Equipment Finance Inc February Copier Lease	02/13/2024	82.33
			Total for Check Number 28809:	82.33
			Total for 2/13/2024:	112,281.08
			Report Total (27 checks):	126,229.52

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent                      X    
Public Hearing                       
Discussion                           
Action                                 
Resolution                 X    
Work Session                     

Meeting Date                    February 13, 2024

ITEM NUMBER                    2024 Tobacco Licenses

STAFF INITIAL                      MC  

APPROVED BY ADMINISTRATOR

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

The City has received applications for renewal of tobacco licenses. The licenses would be valid January 1, 2024— December 31, 2024.

Larpenteur SuperUSA - 2424 Larpenteur Avenue West  
Lauderdale Certified Auto Repair (BP Station) - 2421 Larpenteur Avenue West

**OPTIONS:**

1. To approve Resolution No. 021324A.
2. To remove the item from the consent agenda for further consideration.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council adopts Resolution No. 021324A Approving the 2024 Tobacco Licenses.

**RESOLUTION NO. 021324A**

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

**APPROVING 2024 TOBACCO LICENSES**

WHEREAS, the following applicants:

Larpenteur SuperUSA	2424 Larpenteur Avenue W
Lauderdale Certified Auto Repair	2421 Larpenteur Avenue W

have presented to the City of Lauderdale complete applications for renewal of current tobacco licenses; and

WHEREAS, the establishments listed above have provided the proper fee and the Certification of Workers Compensation form and insurance certificate.

NOW, THEREFORE BE IT RESOLVED, that the Lauderdale City Council authorizes that the establishments listed above, be granted tobacco licenses with the City of Lauderdale for the term of January 1, 2024 through December 31, 2024.

Adopted by the City of Lauderdale this 13<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Mary Gaasch, Mayor

ATTEST:

\_\_\_\_\_  
Heather Butkowski, City Administrator

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

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

Meeting Date                      February 13, 2024

ITEM NUMBER                      3.2 Off-Sale Malt Liquor License

STAFF INITIAL                        MC  

APPROVED BY ADMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City has received an application for renewal of a 3.2 off-sale malt liquor license. The license would be valid January 1, 2024 — December 31, 2024.

Larpenteur SuperUSA - 2424 Larpenteur Avenue West

### OPTIONS:

1. To approve Resolution No. 021324B.
2. To remove the item from the Consent Agenda for further consideration.

### STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution No. 021324B Approving the 3.2 Off-Sale Malt Liquor License for 2024.

**RESOLUTION NO. 021324B**

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

**APPROVING 3.2 OFF SALE MALT LIQUOR LICENSE FOR 2024**

WHEREAS, the following applicant:

Larpenteur SuperUSA      2424 Larpenteur Avenue W

has presented to the City of Lauderdale their complete application for renewal of current 3.2 off sale malt liquor license; and

WHEREAS, the establishment listed above has provided the proper fee and the Certification of Workers Compensation form and insurance certificate.

NOW, THEREFORE BE IT RESOLVED, that the Lauderdale City Council authorizes that the establishment listed above, be granted 3.2 off sale malt liquor license with the City of Lauderdale for the term of January 1, 2024 through December 31, 2024.

Adopted by the City of Lauderdale this 13<sup>th</sup> day of February, 2024.

\_\_\_\_\_  
Mary Gaasch, Mayor

ATTEST:

\_\_\_\_\_  
Heather Butkowski, City Administrator

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent              X    
Public Hearing                
Discussion                    
Action                         
Resolution                   
Work Session              

Meeting Date            February 13, 2024

ITEM NUMBER           Meeting Change for Caucuses

STAFF INITIAL             *AB*  

APPROVED BY ADMINISTRATOR

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

By state law, no special taxing district governing body, school board, county board of commissioners, township board, or city council may conduct a meeting after 6:00 p.m. on the day of a major political party precinct caucus. That event is scheduled for February 27, the date of our next city council meeting. In my conversations with council members, it seems Monday, February 26 starting at 7:00 p.m. would work instead. If that no longer works, council members may pull the item from the Consent Agenda to come up with a new time and date.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council moves the otherwise regularly scheduled February 27, 2024 city council meeting to Monday, February 26 starting at 7:00 p.m.



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date February 13, 2023

ITEM NUMBER Jim's 25-Year Work Anniv.

STAFF INITIAL

AB

APPROVED BY ADMINISTRATOR

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

Jim began working for the City on February 10, 1999 as the deputy city clerk. By 2001, he held the title of administrative analyst and assistant to the city administrator by 2003. He is a dedicated employee that wears many hats. Refreshments will be available prior to the meeting to celebrate with Jim. Staff have prepared a frame certificate for the Mayor to present to Jim during the meeting.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X \_\_\_\_\_  
Action \_\_\_\_\_ X \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date February 13, 2024

ITEM NUMBER Plow & Dump for New F-350

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

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

After city staff picked up the new Ford F-350 truck in December, we called three vendors that supply dump truck boxes and plows. The vendor we used in the past is no longer in the business of providing these items so we received quotes from the other two: ABM Equipment and Crysteel Truck Equipment. Crysteel's quote was cheaper for the box and plow so we began working on finalizing equipment details with Crysteel. Crysteel holds the state contract which explains why they were cheaper than the competitor. Public works staff requested adding a directional light across the back for safety. The dump box with hoist and lights is \$19,230. The plow is \$10,153. All in, the new truck will cost about \$80,000. Once the new one is up and running, staff will discuss selling the current dump truck.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to approve purchase of dump box and plow from Crysteel Truck Equipment as presented.



1130 73rd Avenue NE  
 Fridley, MN 55432  
 (763) 571-1902  
 1-800-795-1902  
 Fax # (763) 571-5091

Highway 60 East  
 Lake Crystal, MN 56055  
 (507) 726-6041  
 1-800-722-0588  
 Fax # (507) 726-2984

[www.crysteeltruck.com](http://www.crysteeltruck.com)

AN EQUAL OPPORTUNITY EMPLOYER

Date: 1/28/2024  
 Company: City of Lauderdale  
 Contact: Heather Butkowski  
 Phone#: 651-792-7657  
 Email: [heather.butkowski@lauderdalemn.org](mailto:heather.butkowski@lauderdalemn.org)

Reference: 9' E-Series tipper  
 Address: 1891 Walnut Street  
 City: Lauderdale  
 State: MN

Dealer	Chassis Estimated Delivery
Truck Make	CA or CT
Model Year	Transmission
Truck Model	Cab Color

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA  
 CONTRACT NO: 224099  
 RELEASE NO: T-765(5)  
 CONTRACT PERIOD:  
 EXTENSION OPTION:  
 1-UNIT  
 STATE COOPERATIVE PRICING

<u>QTY</u>		<u>Price Each</u>	<u>Extended</u>
	<b>5.0 Body</b>		
1	5.1 9' Crysteel E-Series Mild Steel Specifications: Ford and Chev 3500 Application 40" front, 60" cab to Axle 9' long x 96" wide OD x 87" wide ID Side height: 14" Tailgate height: 20" Quick drop tailgate, Fold down sides Fold Down Side Stops Dirt shedding top rail and corner post 1/4 cab shield w/ tapered window, 7 gauge floor 12 gauge sides and 10 gauge front Painted one fleet color (no base coat/clear coat) Under coated included	\$7,864.00	\$7,864.00
1	5.2 C9-Crysteel hoist LB500	\$2,371.00	\$2,371.00
1	5.3 C9-Crysteel Electric / Hydraulic Double acting Power Unit w/ In Cab	\$554.00	\$554.00
1	5.4 C9-Installation of dump body	\$808.00	\$808.00
1	5.5 C9-Installation of hoist	\$707.00	\$707.00
1	5.9 C9-For Base coat / clear coat for paint <b>*COLOR WILL BE BLACK*</b>	\$557.00	\$557.00
1	1.038 (1) grab handle (each) <b>*MOUNTED ON BULK HEAD*</b>	\$136.00	\$136.00
1	1.036 Self Storing Hide-A-Way Ladder <b>*FRONT DRIVER SIDE OF BOX*</b>	\$436.00	\$436.00
1	1.098 (1) set front mount anti-sail mud flaps installed	\$197.00	\$197.00

<u>6.0 Hitches</u>			
1	6.1 Custom Pull Plate 5/8" complete including: - 5/8" steel plate - All Gussets - Safety "D" Rings - Round Tube Bumper - 7 Way Plug	\$794.00	\$794.00
1	6.2 Installation of custom hitch	\$606.00	\$606.00
1	6.5 Electronic back up alarm 560-STA20502-G	\$93.00	\$93.00
1	6.9 For weld on receiver style hitch (450-1804055)	\$159.00	\$159.00
1	NCI Receiver and 2 5/16 ball	\$89.00	\$89.00
<u>8.0 Accessories</u>			
1	8.9 Repositions Camera Eye Only	\$300.00	\$300.00
1	8.8 Shovel Holder installed each	\$167.00	\$167.00
1	NCI Directional Arrow Installed P/N ED3307A <b>* Mounted to back of cab shield wired into cab*</b>	\$1,825.00	\$1,825.00
<u>8.0 Toolboxes/Backpacks</u>			
1	8.1 Installation of Storage box	\$367.00	\$367.00
1	8.4 18 x 18 x 36 Treadbrite Aluminum Toolbox P/N 1705105 <b>*PASSENGER SIDE*</b>	\$374.00	\$374.00
1	8.14 Grip Strut running Board	\$826.00	\$826.00

**Total Package Price**

**\$19,230.00**

\*\*\*PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES\*\*\*

Cost Per Loaded Mile for Delivery: \$4.00

Starting Point: Lake Crystal, MN

\*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT  
\*\*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.  
\*\*\*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYPEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	<b>Crysteel Truck Equipment-Fridley</b>
Contact Person:	<b>Mike Uecker</b>
Street Address:	<b>1130 73rd Ave NE</b>
City, State, Zip:	<b>Fridley, MN 55432</b>
Phone #:	<b>(763) 957-0771</b>
Toll Free #:	<b>(800) 795-1280</b>
Fax #:	<b>(763) 571-5091</b>
Email Address:	<b>muecker@crysteeltruck.com</b>



1130 73rd Avenue NE  
 Fridley, MN 55432  
 (763) 571-1902  
 1-800-795-1902  
 Fax # (763) 571-5091

Highway 60 East  
 Lake Crystal, MN 56055  
 (507) 726-6041  
 1-800-722-0588  
 Fax # (507) 726-2984

[www.crysteeltruck.com](http://www.crysteeltruck.com)

AN EQUAL OPPORTUNITY EMPLOYER

Date: 1/28/2024  
 Company: City of Lauderdale  
 Contact: Heather Butkowski  
 Phone#: 651-792-7657  
 Email: [heather.butkowski@lauderdalemn.org](mailto:heather.butkowski@lauderdalemn.org)

Reference: 9'2" V-DXT plow options  
 Address: 1891 Walnut Street  
 City: Lauderdale  
 State: MN

Dealer	Chassis Estimated Delivery
Truck Make	CA or CT
Model Year	Transmission
Truck Model	Cab Color

REFERENCE: COOPERATIVE PURCHASE OF EQUIPMENT FROM STATE OF MINNESOTA  
 CONTRACT NO: 216663  
 RELEASE NO: T-763(5)  
 CONTRACT PERIOD: FEB 1, 2023, THROUGH JANUARY 31, 2024  
 EXTENSION OPTION: Up to 39 months  
 1-UNIT  
 STATE COOPERATIVE PRICING

QTY		Price Each	Extended
	<b>3.0 Front Snow Plow</b>		
1	3.42 9'2" V-DXT Steel Vee Plow	\$8,738.00	\$8,738.00
1	3.42 Install of 9'2" V-DXT Steel Vee Plow	\$900.00	\$900.00
1	3.72 Light Adapter	\$179.00	\$179.00
1	3.94 Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$261.00	\$261.00
1	3.94 Install of Snow Deflector (7'6"-9'2" V-Plows, 7'6"-9' Super Duty, 9'HD)	\$75.00	\$75.00

**Total Package Price \$10,153.00**

\*\*\*PRICES SHOWN DO NOT INCLUDE ANY APPLICABLE TAXES OR FEES\*\*\*

Cost Per Loaded Mile for Delivery: \$4.00

Starting Point: Lake Crystal, MN

\*A WRITTEN PURCHASE ORDER MUST BE RETURNED SPECIFYING PURCHASE OF THIS EQUIPMENT OFF THE STATE OF MINNESOTA COOPERATIVE PURCHASE CONTRACT  
 \*\*NO EXHAUST WORK INCLUDED FOR TRUCKS WITH NEW EMISSION CONTROL EXHAUST SYSTEMS. EXHAUST SYSTEMS CANNOT BE MODIFIED.  
 \*\*\*ALL LABOR COSTS ARE BASED ON INSTALLING EQUIPMENT ON A TRUCK CHASSIS WITH ALL TRUCK ITEMS OUT OF THE WAY FOR EQUIPMENT INSTALLATION. IF CRYSTEEL HAS TO MOVE FUEL TANKS, AIR TANKS, AIR DRYER, ETC. EXTRA CHARGES MAY APPLY

Vendor Name:	Crysteel Truck Equipment-Fridley
Contact Person:	Mike Uecker
Street Address:	1130 73rd Ave NE
City, State, Zip:	Fridley, MN 55432
Phone #:	(763) 957-0771
Toll Free #:	(800) 795-1280
Fax #:	(763) 571-5091
Email Address:	muecker@crysteeltruck.com

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_

Public Hearing \_\_\_\_\_

Discussion \_\_\_\_\_ X \_\_\_\_\_

Action \_\_\_\_\_ X \_\_\_\_\_

Resolution \_\_\_\_\_

Work Session \_\_\_\_\_

Meeting Date February 13, 2024

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ITEM NUMBER Private Prop Infiltration Grant

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

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

The City of Lauderdale was awarded a \$25,000 2024 Private Property Inflow and Infiltration Grant from the Metropolitan Council. The grant provides Lauderdale residents with grants up to \$5,000 to help with repairs that will remove and prevent clear water from entering the wastewater treatment system.

The purpose of the grant is to prevent clear water from private sewer pipes from entering the sanitary sewer system as it doesn't need to be treated as wastewater. The clean water takes up space in the wastewater system, especially during rain events that have required the discharge of sewage into rivers and lakes when the system is overwhelmed.

Certain work qualifies and the grant pays up to 50% of eligible costs for:

- Private lateral repair and / or replacement
- Foundation drain disconnects with new sump pump, if associated with the foundation drain disconnect
- Sewer lateral inspection and cleaning costs if televising and cleaning result in repair or replacement of sewer lateral

In order to proceed with participating in the grant program, the Council must approve the following grant agreement with the Met Council.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to approve the Metropolitan Council 2024 Private Property Inflow and Infiltration (I/I) Grant Agreement No. SG-20605.

**METROPOLITAN COUNCIL**  
**2024 PRIVATE PROPERTY INFLOW AND INFILTRATION (I/I)**  
**GRANT AGREEMENT NO. SG-20605**

This Council (MCES) Funded Grant Agreement ("Grant Agreement") is entered into this [date of signature by both parties] between the Metropolitan Council, a public corporation and political subdivision of the State of Minnesota ("Met Council") and the City of Lauderdale, a municipal corporation ("Grantee").

**RECITALS**

1. In 2022, Minnesota Statutes 2020, section 471.342 was amended to authorize towns and political subdivisions to establish inflow and infiltration prevention programs and make loans or grants to property owners.
2. The Metropolitan Council Environmental Services (MCES, Council) calculates the peak hourly flow discharge limit (I/I Goal) for each community connected to the metropolitan sanitary sewer disposal system. Wastewater flow that exceeds the respective I/I Goal is considered excessive flow. Communities that have a measured wastewater flow rate greater than 80 percent of the I/I Goal are eligible to apply for the Grant.
3. The Council authorizes its staff to enter into a private property inflow and infiltration grant agreement with local municipalities that are eligible for this grant program.

**GRANT AGREEMENT**

**1. Term of Grant Agreement.**

- 1.1. **Effective Date.** The effective date of this Grant Agreement is the date on which the Grant Agreement has been duly executed by both parties.
- 1.2. **Grant Activity Period.** The first day of the month following the Effective Date through and including the expiration date.
- 1.3. **Expiration Date.** The latter of (i) 2 years after final distribution of funds to Grantee; or (ii) until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.4. **Survival of Terms.** The following clauses survive the expiration, termination, or cancellation of this Grant Agreement; 9. Liability and Insurance; 10. Audits; 11. Government Data Practices; 13. Data Availability; 14. Governing Law, Jurisdiction and Venues; 16. Data Disclosure; 18. Future Eligibility.

**2. Duties, Representations and Warranties of Grantee and Use of Grant Funds.**

- 2.1. The Grantee agrees to conduct, administer, and complete in a satisfactory manner the program ("Grantee Program") which is described in Grantee's application to Met Council for assistance under the Met Council's Private Inflow and Infiltration grant program, which application is incorporated into this Grant Agreement as **Exhibit A (Grant Application)**, and in accordance with the terms and conditions of this Grant Agreement. Specifically, the Grantee agrees to perform the "Grant Program" in accordance with a specific timeline, all as described in **Exhibit A (Grant Application)** and to undertake the financial

responsibilities described in **Exhibit A (Grant Application)** to this Grant Agreement. The Grantee has the responsibility for and obligation to complete the “Grant Program” as described in **Exhibit A (Grant Application)**. The Met Council makes no representation or warranties with respect to the success and effectiveness of the “Grant Program”. The Met Council acknowledges that “Grant Program “work may be limited to soliciting participation by building owners in the “Grant Program” and requires additional work by the Grantee only to the extent that building owners choose to participate in the “Grant Program”, all as described in the Grantee's application attached as **Exhibit A (Grant Application)**.

The Grant Funds cannot be used for:

- Normal municipal operating or overhead costs, including such related to the Grant Program;
- Grantee's own public sewer infrastructure costs;
- The cost of studies;
- Engineering costs;
- Planning costs; and
- For equipment, machinery, supplies or other property to conduct the Grant Program, except for equipment, supplies or other property which is used primarily for the Grant Program and is specifically listed in **Exhibit A (Grant Application)**.

2.2. Grantee Representations and Warranties. The Grantee further covenants with and represents and warrants to Met Council, as follows:

A. It has the legal authority to enter into, execute and deliver this Grant Agreement and all documents referred to herein, has taken all actions necessary to its execution and delivery of such documents and has provided to Met Council a copy of the resolution by its governing body which authorizes Grantee to enter into this Agreement, to undertake the Private Property I/I Grant Program, including the Grantee financial responsibilities as shown in **Exhibit A (Grant Application)** and which also designates an authorized representative for the Grant Program who is authorized to provide certifications required in this Grant Agreement and submit pay claims for reimbursement of Grantee Program costs.

B. It has legal authority to conduct and administer the Grant Program and use the Grant Funds for the purpose or purposes described in this Agreement.

C. This Grant Agreement and all other documents referred to herein are the legal, valid and binding obligations of the Grantee enforceable against the Grantee in accordance with their respective terms.

D. It will comply with all the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, and all other documents referred to herein.

E. It has made no materially false statement or misstatement of fact in connection with the Grant Funds, and all the information it has submitted or will submit to the Council relating to the Grant Funds or the disbursement of any of the Grant Funds is and will be true and correct. It agrees that all representations contained in its application for the Private I/I Grant are material representations of fact upon which the Council relied in awarding this Grant and are incorporated into this Agreement by reference.



F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no material actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it and is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Grant Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of this Grant Agreement or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

H. The Grantee will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

J. The Grant Program will be conducted in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or other political subdivisions having jurisdiction over the Grant Program.

K. It has complied with the financial responsibility requirements contained in **Exhibit A (Grant Application)**.

L. The Grant Program will be conducted substantially in accordance with **Exhibit A (Grant Application)** by the Completion Date as stated in **Exhibit A (Grant Application)**.

M. It shall furnish such satisfactory evidence regarding the representations described herein as may be required and requested by the Met Council.

**3. Time.**

Grantee must comply with all time requirements described in this Grant Agreement.

**4. Eligible Costs.**

Eligible costs are those costs incurred by parties within the jurisdiction of the Grantee generally only for sewer service lateral repairs or replacements and foundation drain disconnections as described in **Exhibit A (Grant Application)**. The Grantee shall not be reimbursed for non-eligible costs. Any cost not defined as an eligible cost or not included in the Grant Program or approved in writing by the Council is a non-eligible cost.

**5. Consideration and Payment.**

5.1 The Met Council will reimburse Grantee for eligible costs performed by the Grantee during the Grant Period in an amount of up to the prequalified work's grant amount ("Grant Amount"). The Met Council shall bear no responsibility for any cost overruns that may be incurred by the Grantee or subrecipients of any tier in the performance of the Grantee Program. The initial Grant amount to Grantee under this Grant Agreement is **\$25,000**.

5.2. **Advance.** The Met Council will make no advance of the Grant Amount to Grantee. The disbursement of the Grant Amount shall be in the form of reimbursement for eligible costs as provided ahead in this Section 5.

5.3. **Payment.** To obtain payment under this Grant Agreement, the Grantee shall submit a Reimbursement Request/Progress Report on forms provided by or acceptable to the Met Council. Reimbursement Request/Progress Reports may be submitted once per quarter after this grant agreement has been executed. The Grantee shall describe its compliance with its the financial requirements and construction work completed and specific addresses where work was undertaken in connection with the grant and shall provide sufficient documentation of grant eligible expenditures and such other information as the Met Council's staff reasonably requests. The Met Council will promptly pay the Grantee after the Grantee presents to the Met Council a Reimbursement Request/Progress Report and an itemized invoice for all eligible services actually performed and the Met Council's Authorized Representative accepts the invoiced services.

**6. Conditions of Payment.**

6.1. The Grantee must certify to the Council that work at each site for which payment is requested is done, that Grantee has received receipts for such work, that the work was not performed in violation of federal, Met Council, or local law or regulation and that Grantee has issued the appropriate permits for the work completed in the Grant Program.

6.2. **Conditions Precedent to Any Reimbursement Request.** The obligation of the Met Council to make reimbursement payments hereunder shall be subject to the following conditions precedent:

A. The Met Council shall have received a Reimbursement Request/Progress Report for such amount of funds being requested for which the amounts for each individual site have been pre-qualified by Met Council.

B. The Met Council shall have received evidence upon request, and in form and substance acceptable to the Met Council, that (i) the Grantee has legal authority to and has taken all actions necessary to enter into this Agreement and (ii) this Agreement is binding on and enforceable against the Grantee.

C. No Event of Default under this Grant Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

D. The Grantee has supplied to the Met Council all other items that the Met Council may reasonably require to assure good fiscal oversight of this grant program.

**7. Authorized Representative.**

The Met Council's Authorized Representative is:

Name: Ward Brown or successor  
Title: Financial Analyst, MCES Pretreatment & Finance  
Mailing Address: 390 North Robert Street  
St. Paul, MN 55101  
Phone: (651) 602-1263  
E-Mail Address: [ward.brown@metc.state.mn.us](mailto:ward.brown@metc.state.mn.us)

or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the Met Council's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is:

Name: Heather Butkowski  
Mailing Address: 1891 Walnut Street, Lauderdale, MN 55113  
Phone: (651) 792-7657  
E-Mail Address: [heather.butkowski@lauderdalemn.org](mailto:heather.butkowski@lauderdalemn.org)

If the Grantee's Authorized Representative changes at any time during this Grant Agreement, the Grantee must immediately notify the Met Council and within 30 days provide a new City resolution (if such resolution is necessary) specifying the new Representative.

## **8. Assignment, Amendments, Waiver, and Grant contract Complete.**

8.1 Assignment. The Grantee may neither assign nor transfer any rights or obligations under this Grant Agreement without the prior consent of the Met Council and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Grant Agreement, or their successors in office.

8.2 Amendments. Any amendment to this Grant Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Grant Agreement, or their successors, or their delegatee in office.

8.3 Waiver. If the Met Council fails to enforce any provision of this Grant Agreement, that failure does not waive the provision or its right to enforce it.

8.4 Grant Contract Complete. This Grant Agreement contains all negotiations and agreements between the Met Council and the Grantee. No other understanding regarding this Grant Agreement, whether written or oral, may be used to bind either party.

## **9. Liability and Insurance.**

9.1 The Grantee and the Met Council agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the Met Council is governed by the provisions contained in Minn. Stat. Chapter 466 as it may be amended, modified or replaced from time to time. The liability of the Grantee, including but not limited to the indemnification provided under Section 9.2 is governed by the provisions contained in such Chapter 466.

9.2 Indemnification by the Grantee. The Grantee shall bear all losses, expenses (including attorneys' fees) and damages in connection with the Grant Program and agrees to indemnify and hold harmless the Met Council, its agents, servants and employees from all claims, demands and judgments made or recovered against the Met Council, its agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Grant Program whether or not due to any act of omission or commission, including negligence of the Grantee or any contractor or his or their employees, servants or agents, and whether or not due to any act of

omission or commission (excluding, however, negligence or breach of statutory duty) of the Met Council, its employees, servants or agents.

Grantee further agrees to indemnify, save and hold the Met Council, its agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Grantee, its officers, employees, or agents, or any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 11.

The Grantee's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Grantee, or subject to any exclusions from coverage in any insurance policy.

The Grantee shall maintain or require to be maintained adequate insurance coverage for the Grant Program in such amounts with such limits as it determines in good faith to be reasonable or in such amounts and with such limits as may be reasonably required for participating cities by the Met Council from time to time.

9.3 Relationship of the Parties. Nothing contained in this Grant Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Grantee and the Met Council, nor shall the Grantee be considered or deemed to be an agent, representative, or employee of the Met Council in the performance of this Grant Agreement, or the Grant Program.

The Grantee represents that it has already or will secure or cause to be secured all personnel required for the performance of this Grant Agreement and the Grant Program. All personnel of the Grantee or other persons while engaging in the performance of this Grant Agreement the Grant Program shall not have any contractual relationship with the Met Council related to the work of the Grant Program and shall not be considered employees of the Met Council. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Grantee, its officers, agents, contractors, or employees shall in no way be the responsibility of the Met Council. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the Met Council, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

**10. Audits.**

Under Minn. Stat. § 16C.05, subd. 5, the Grantee's books, records, documents, and accounting procedures and practices relevant to this grant contract are subject to examination by the Met Council and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the termination date of this Grant Agreement.

**11. Government Data Practices.**

The Grantee and Met Council must comply with the Minnesota Government Data Practices Act, Minn. Stat. Chapter 13, as it applies to all data provided by the Met Council under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this Grant Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the Met Council. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the Met Council.

**12. Workers' Compensation.**

The Grantee certifies that it is in compliance with Minn. Stat. § 176.181, subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered Met Council employees. Any claims that may arise under the Minnesota Workers Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the Met Council's obligation or responsibility.

**14. Governing Law, Jurisdiction, and Venue.**

Minnesota law, without regard to its choice-of-law provisions, governs this Grant Agreement. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**15. Termination.**

The Met Council may cancel this Grant Agreement at any time, with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment for services prequalified and satisfactorily performed before the termination notice.

**16. Data Disclosure.**

Under Minn. Stat. § 270C.65, subd. 3, and other applicable law, the Grantee consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the Met Council, to federal and state tax agencies and Met Council personnel involved in the payment of Met Council obligations. Grantee will require compliance with this Section 16 by Grantee's subrecipient of Grant funds and shall submit evidence of such compliance to Met Council as requested.

**17. Notices.**

In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Grantee at:

City of Lauderdale  
1891 Walnut Street  
Lauderdale, MN 55113  
Attention: Heather Butkowski

To the Met Council at:

Metropolitan Council  
390 Robert Street North  
St. Paul, MN 55101  
Attention: Regional Administrator

With copy to:

MCES General Manager  
Metropolitan Council Environmental Services  
390 Robert Street North  
St. Paul, MN 55101

MCES Finance Director  
Metropolitan Council Environmental Services  
390 Robert Street North  
St. Paul, MN 55101

**18. Prevailing Wages**

The Grantee agrees to comply with all applicable provisions contained in chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Grantee Program. By agreeing to this provision, the Grantee is not acknowledging or agreeing that the cited provisions apply to the Grantee Program.

**19. Default and Remedies.**

19.1 Defaults. The Grantee's failure to fully comply with all of the provisions contained in this Grant Agreement shall be an event of default hereunder ("Event of Default").

19.2. Remedies. Upon an event of default, the Met Council may exercise any one or more of the following remedies:

- a. Refrain from disbursing the Grant;
- b. Demand that all or any portion of the Grant already disbursed be repaid to it, and upon such demand the Grantee shall repay such amount to the Met Council.
- c. Enforce any additional remedies the Met Council may have at law or in equity.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed by their duly authorized representatives on or as of the date first above written.

**METROPOLITAN COUNCIL**

By: \_\_\_\_\_  
Regional Administrator, successor, or delegate

Date: \_\_\_\_\_

**GRANTEE:**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

\_\_\_\_\_  
Printed Name and Title

Date: \_\_\_\_\_