

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:00 P.M. TUESDAY, JUNE 25, 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 June 11, 2024 City Council Meeting
 - c. Claims Totaling \$157,902.84
4. **CONSENT**
 - a. May Financial Report
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
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. Resolution No. 062524A – Abating Three Trees at 1852 Carl Street
8. **DISCUSSION / ACTION ITEM**
 - a. 2024-2029 Amended and Restated Agreement for Recycling Services with Eureka! Recycling
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Storm Water Public Hearing
 - b. 2025 Budget and Levy
 - c. Metropolitan Council Sector Representative Peter Lindstrom (July 9)
12. **WORK SESSION**
 - a. Community Development Updates

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: Jun 25, 2024 07:00 PM Central Time (US and Canada)

Topic: June 25, 2024 Lauderdale City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/88919159955?pwd=Obpho05sorE4viwXVQhUahYmriWODb.1>

Passcode: 510420

Or One tap mobile :

+13126266799,,88919159955# US (Chicago)

+16465588656,,88919159955# US (New York)

Or Telephone:

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

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

Webinar ID: 889 1915 9955

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

Page 1 of 2

June 11, 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, Jeff Dains, Sharon Kelly, Duane Pulford, 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 Kelly moved and seconded by Councilor Pulford to approve the agenda. Motion carried unanimously.

Mayor Gaasch asked if there were corrections to the minutes of the May 28, 2024 City Council meeting. There being none, Councilor Sayre moved and seconded by Councilor Kelly to approve the May 28, 2024 City Council meeting minutes. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Pulford moved and seconded by Councilor Sayre to approve the claims totaling \$70,754.06. Motion carried unanimously.

Consent

Councilor Kelly moved and seconded by Councilor Sayre to approve the Consent Agenda thereby approving two park use requests that require Council consideration due to group size.

Discussion/Action Item

A. Eustis Street Reconstruction Project Update by Ramsey County Staff and Consultants
Ramsey County staff and consultants have been working on a revised construction plan for Eustis Street south of Larpenteur Avenue over the past few months. The revised plans reflect County standard practices for road improvement projects as they will retain ownership upon completion. City staff met with them recently to go over the plan. They anticipate a third open house in July and requested the opportunity to share the revised plans with the City Council before then.

Larry Poppler of TKDA joined the meeting via Zoom, while Alan Maxwell of Ramsey County presented in person. They both covered the new 60% construction plans and answered questions from the Council.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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June 11, 2024

Set Agenda for Next Meeting

Butkowski stated that the June 25 council meeting might include the May financial report and 2025 budget.

Work Session

A. Community Development Update

Butkowski shared that Ramsey County staff meets annually with each city in the county to talk about their Transportation Improvement Plan (TIP). After that meeting, Butkowski reached out to Chris Bauer at MNDOT for updated TH280 improvement scheduling. She will forward the email to the City Council. She continued to say that Stantec interns used GoPro's to televise the manholes and look for problematic issues that will be fixed by McDonough's Sewer Service. Butkowski met with Heidi Droegemueller, Vice President of Seminary Relations at Luther Seminary, to discuss their plans for selling their land in Lauderdale after not moving forward with the emergency shelter on the St. Paul side of the site.

Councilor Sayre stated that he would like to explore further assistance for homeowners dealing with diseased Emerald Ash trees.

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.

Adjournment

Councilor Pulford moved and seconded by Councilor Dains to adjourn the meeting at 8:26 p.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline
Deputy City Clerk



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

Request for Council Action

To: Mayor and City Council
From: City Administrator
Meeting Date: June 25, 2024
Subject: List of Claims

The claims totaling \$157,902.84 are provided for City Council review and approval that includes check numbers 28955 to 28974.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
 Printed: 6/20/2024 3:36 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	34	AFSCME MN Council 5 PR Batch 51300.06.2024 Union Dues	06/21/2024 PR Batch 51300.06.2024 Unio	240.60
Total for this ACH Check for Vendor 34:				240.60
ACH	389	BCBSM Inc PR Batch 51300.06.2024 Vision Insurance	06/21/2024 PR Batch 51300.06.2024 Visi	12.82
Total for this ACH Check for Vendor 389:				12.82
ACH	415	Securian Life Insurance Company PR Batch 51300.06.2024 Life Insurance	06/21/2024 PR Batch 51300.06.2024 Life	204.43
Total for this ACH Check for Vendor 415:				204.43
ACH	423	Madison National Life Ins Co Inc PR Batch 51300.06.2024 Long Term Disability PR Batch 51300.06.2024 Short Term Disability	06/21/2024 PR Batch 51300.06.2024 Lon PR Batch 51300.06.2024 Sho	86.83 80.69
Total for this ACH Check for Vendor 423:				167.52
ACH	43	Public Employees Retirement Association PR Batch 51300.06.2024 PERA Coordinated PR Batch 51300.06.2024 PERA Coordinated	06/21/2024 PR Batch 51300.06.2024 PER PR Batch 51300.06.2024 PER	1,311.18 1,136.35
Total for this ACH Check for Vendor 43:				2,447.53
ACH	44	Minnesota Department of Revenue PR Batch 51300.06.2024 State Income Tax	06/21/2024 PR Batch 51300.06.2024 Stat	775.96
Total for this ACH Check for Vendor 44:				775.96
ACH	45	ICMA Retirement Corporation PR Batch 51300.06.2024 Deferred Comp PR Batch 51300.06.2024 Deferred Comp	06/21/2024 PR Batch 51300.06.2024 Def PR Batch 51300.06.2024 Def	1,318.95 1,691.64
Total for this ACH Check for Vendor 45:				3,010.59
ACH	46	Internal Revenue Service PR Batch 51300.06.2024 FICA Employee Portio PR Batch 51300.06.2024 Medicare Employer Po PR Batch 51300.06.2024 Medicare Employee Pc PR Batch 51300.06.2024 Federal Income Tax PR Batch 51300.06.2024 FICA Employer Portio	06/21/2024 PR Batch 51300.06.2024 FIC. PR Batch 51300.06.2024 Mec PR Batch 51300.06.2024 Mec PR Batch 51300.06.2024 Fed PR Batch 51300.06.2024 FIC.	1,261.97 295.17 295.17 2,068.38 1,261.97
Total for this ACH Check for Vendor 46:				5,182.66
Total for 6/21/2024:				12,042.11
28955	20	Abdo LLP	06/25/2024	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	491228	2023 Audit		3,762.50
	491228	2023 Audit		806.25
	491228	2023 Audit		806.25
Total for Check Number 28955:				5,375.00
28956	52	Bluechip Tree Company Inc	06/25/2024	
	2024-01	Remove Ash Trees		17,510.00
	2024-02	Remove and Trim Trees		11,830.00
	2024-03	Clear Trees from Nature Area Path		1,900.00
	2024-04	Remove Ash Trees from Seminary Pond		4,880.00
Total for Check Number 28956:				36,120.00
28957	233	Bond Trust Services Corporation	06/25/2024	
	88122	2019 Bond Interest 333519		7,750.00
Total for Check Number 28957:				7,750.00
28958	29	City of St Anthony	06/25/2024	
	4464	May Police Services		81,980.42
Total for Check Number 28958:				81,980.42
28959	133	Miles Cline	06/25/2024	
	062024	2Q24 Mileage Reimbursement		61.93
Total for Check Number 28959:				61.93
28960	192	Comcast Holdings Corporation	06/25/2024	
	203878787	June Internet		413.00
Total for Check Number 28960:				413.00
28961	25	County of Ramsey	06/25/2024	
	EMCOM-011704	May Fleet Support		6.24
	EMCOM-011719	May CAD Services		74.58
	EMCOM-011735	May 911 Dispatch Services		485.08
Total for Check Number 28961:				565.90
28962	61	Gopher State One Call	06/25/2024	
	4050536	May Locate Tickets		37.80
Total for Check Number 28962:				37.80
28963	31	Kennedy & Graven Chartered	06/25/2024	
	181878	May Legal Services		741.00
Total for Check Number 28963:				741.00
28964	185	Lauderdale Certified Auto Repair Inc	06/25/2024	
	062024	May Fuel		123.22
	062024	May Fuel		26.41
	062024	May Fuel		26.41
Total for Check Number 28964:				176.04
28965	12	NineNorth	06/25/2024	
	2024-080	May Webstreaming & Archiving		266.90
	2024-080	May Virtual Meeting Production		376.20
	2024-080	May Virtual Meeting Charge		103.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 28965:	746.85
28966	10 0001726646 0001726646	On Site Sanitation Inc 06/10/2024 - Tipped Portable Restroom 06/08/2024 - 07/05/2024 Park Portable Restroom	06/25/2024	23.45 320.00
			Total for Check Number 28966:	343.45
28967	388 PS-INV104869	PeopleService Inc July Wastewater	06/25/2024	630.00
			Total for Check Number 28967:	630.00
28968	5 619861-05-24	Premium Waters Inc May Water Bottles	06/25/2024	17.76
			Total for Check Number 28968:	17.76
28969	135 0524572525	St Paul Pioneer Press Publish Ordinance No. 24-01	06/25/2024	26.52
			Total for Check Number 28969:	26.52
28970	162 1337 1355 1356	Swanson Haskamp Consulting, LLC June 2023 - February 2024 General Planning Ser Zoning Ordinance Update Professional Planning Services	06/25/2024	877.50 4,865.00 270.00
			Total for Check Number 28970:	6,012.50
28971	6 092S224990	Transwest Repairs for 2016 Truck	06/25/2024	3,699.14
			Total for Check Number 28971:	3,699.14
28972	90 9965514400 9965514400 9965514400	Verizon Wireless May Cell Phone May Cell Phone May Cell Phone	06/25/2024	81.83 40.92 40.92
			Total for Check Number 28972:	163.67
28973	425 6290259102 6290259102 6290261426 6290261426	Vestis June Uniforms June Uniforms June Uniforms June Uniforms	06/25/2024	22.77 22.76 22.76 22.77
			Total for Check Number 28973:	91.06
28974	74 879855210 879894617 880001832 880123192 880271868 880271868 880274651 880274651 880274651 880274651	Xcel Energy May Street Lighting 2430 Larpenteur Avenue W Larpenteur Bridge Lights Larpenteur Avenue 1891 Walnut Street 1891 Walnut Street 1917 Walnut Street 1885 Fulham Street 1885 Fulham Street 1917 Walnut Street	06/25/2024	498.90 9.95 47.89 55.01 31.97 152.80 25.22 39.96 24.18 22.81

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 28974:	908.69
			Total for 6/25/2024:	145,860.73
			Report Total (28 checks):	157,902.84

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 25, 2024

ITEM NUMBER May Financial Report

STAFF INITIAL *AB*

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month, staff provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for May 2024. These reports do not include all year-end adjusting entries.

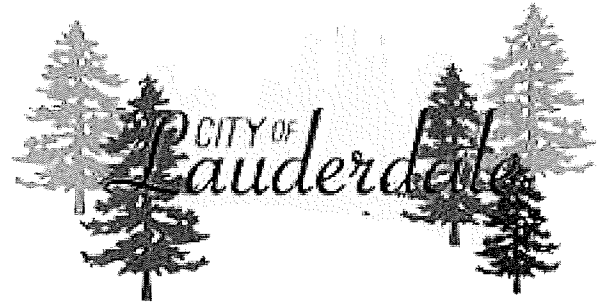
OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for May 2024.

General Ledger

Cash Balances



User: heather.butkowski
 Printed: 6/17/2024 10:42:42 AM
 Period 05 - 05
 Fiscal Year 2024

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,881,485.18	174,746.39	150,791.42	-2,857,530.21
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	41,846.41	112.11	2,517.60	39,440.92
Cash	227-00000-000-10100	58,993.45	152.17	5,610.60	53,535.02
Cash	306-00000-000-10100	196,202.77	559.29	0.00	196,762.06
Cash	401-00000-000-10100	65,515.38	64.88	42,754.07	22,826.19
Cash	403-00000-000-10100	398,748.37	1,136.67	0.00	399,885.04
Cash	404-00000-000-10100	204,496.35	582.93	0.00	205,079.28
Cash	406-00000-000-10100	358,299.38	1,021.36	0.00	359,320.74
Cash	414-00000-000-10100	319,812.27	911.65	0.00	320,723.92
Cash	416-00000-000-10100	93,310.99	0.00	0.00	93,310.99
Cash	602-00000-000-10100	928,756.53	18,635.30	26,610.10	920,781.73
Cash	603-00000-000-10100	405,955.39	13,549.68	6,104.78	413,400.29
Current Assets		190,552.11	211,472.43	234,388.57	167,635.97
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	3,518,830.45	9,814.72	150,000.00	3,378,645.17
Investments		3,518,830.45	9,814.72	150,000.00	3,378,645.17
Grand Total		<u>3,709,682.56</u>	<u>221,287.15</u>	<u>384,388.57</u>	<u>3,546,581.14</u>

General Ledger Revenue vs Expense

User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2024



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% ExpendCollect
101	General Fund					
	Revenue					
	Taxes	1,110,179.00	0.00	-533.07	1,110,712.07	-0.05
	Licenses and Permits	58,650.00	5,404.35	32,357.85	26,292.15	55.17
	Intergovernmental Revenues	566,639.00	0.00	0.00	566,639.00	0.00
	Charges for Services	13,550.00	1,080.50	6,356.86	7,193.14	46.91
	Fines and Forfeits	25,000.00	4,007.57	13,901.31	11,098.69	55.61
	Miscellaneous Revenue	22,500.00	1,534.97	41,146.77	-18,646.77	182.87
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
		1,796,518.00	12,027.39	93,229.72	1,703,288.28	5.19
	Revenue					
	Expense					
	Personal Services	452,803.00	34,704.36	179,884.00	272,919.00	39.73
	Supplies	17,044.00	2,012.57	8,149.10	8,894.90	47.81
	Other Services and Charges	1,326,671.00	91,548.11	448,644.68	878,026.32	33.82
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
		1,796,518.00	128,265.04	636,677.78	1,159,840.22	35.44
	Expense					
101	General Fund	0.00	-116,237.65	-543,448.06	543,448.06	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2024

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	15,000.00	0.00	6,614.25	8,385.75	44.10
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	400.00	112.11	769.99	-369.99	192.50
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	15,400.00	112.11	7,384.24	8,015.76	47.95
	Expense					
	Personal Services	10,867.00	843.15	4,569.80	6,297.20	42.05
	Supplies	0.00	0.00	248.07	-248.07	0.00
	Other Services and Charges	12,900.00	1,674.45	5,036.46	7,863.54	39.04
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	23,767.00	2,517.60	9,854.33	13,912.67	41.46
226	Communications	-8,367.00	-2,405.49	-2,470.09	-5,896.91	29.52

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period 05 - 05
 Fiscal Year 2024

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	6,118.00	0.00	0.00	6,118.00	0.00
	Miscellaneous Revenue	<u>69,220.00</u>	<u>152.17</u>	<u>2,839.53</u>	<u>66,380.47</u>	<u>4.10</u>
	Revenue	75,338.00	152.17	2,839.53	72,498.47	3.77
	Expense					
	Personal Services	27,892.00	2,163.66	11,731.45	16,160.55	42.06
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	44,363.00	3,446.94	13,787.76	30,575.24	31.08
	Capital Outlay	<u>350.00</u>	<u>0.00</u>	<u>669.00</u>	<u>-319.00</u>	<u>191.14</u>
	Expense	72,605.00	5,610.60	26,188.21	46,416.79	36.07
227	Recycling	2,733.00	-5,458.43	-23,348.68	26,081.68	-854.32

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period 05 - 05
 Fiscal Year 2024



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
228	Fund					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	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
228	Fund	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period: 05 - 05
 Fiscal Year 2024

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	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
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
305	GO TIF Revenue Bonds 2018A	0.00	0.00	0.00	0.00	0.00

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period 05 - 05
 Fiscal Year 2024

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	2,000.00	559.29	3,605.05	-1,605.05	180.25
	Other Financing Sources	<u>121,275.00</u>	<u>0.00</u>	<u>70,493.73</u>	<u>50,781.27</u>	<u>58.13</u>
	Revenue	123,275.00	559.29	74,098.78	49,176.22	60.11
	Expense					
	Other Services and Charges	1,000.00	0.00	475.00	525.00	47.50
	Debt Service	<u>116,313.00</u>	<u>0.00</u>	<u>108,562.50</u>	<u>7,750.50</u>	<u>93.34</u>
	Expense	117,313.00	0.00	109,037.50	8,275.50	92.95
306	2019A Improvement Bonds	5,962.00	559.29	-34,938.72	40,900.72	-586.02

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period: 05 - 05
 Fiscal Year: 2024

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	3,500.00	64.88	1,517.44	1,982.56	43.36
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	3,500.00	64.88	1,517.44	1,982.56	43.36
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	91,000.00	42,754.07	77,730.36	13,269.64	85.42
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	91,000.00	42,754.07	77,730.36	13,269.64	85.42
401	General Capital Projects	-87,500.00	-42,689.19	-76,212.92	-11,287.08	87.10

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period 05 - 05
 Fiscal Year 2024



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	9,000.00	1,136.67	7,364.28	1,635.72	81.83
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	9,000.00	1,136.67	7,364.28	1,635.72	81.83
	Expense					
	Other Services and Charges	500.00	0.00	0.00	500.00	0.00
	Capital Outlay	5,000.00	0.00	3,146.00	1,854.00	62.92
	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	5,500.00	0.00	3,146.00	2,354.00	57.20
403	Street Capital Projects	3,500.00	1,136.67	4,218.28	-718.28	120.52

General Ledger Revenue vs Expense

User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2024



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	5,000.00	582.93	3,757.45	1,242.55	75.15
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	5,000.00	582.93	3,757.45	1,242.55	75.15
	Expense					
	Supplies	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
404	Park Capital Projects	5,000.00	582.93	3,757.45	1,242.55	75.15

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period 05 - 05
 Fiscal Year 2024

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
406	Park Dedication Revenue	8,000.00	1,021.36	6,583.44	1,416.56	82.29
	Miscellaneous Revenue					
	Revenue	8,000.00	1,021.36	6,583.44	1,416.56	82.29
406	Park Dedication	8,000.00	1,021.36	6,583.44	1,416.56	82.29

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2024

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development Revenue					
	Miscellaneous Revenue	8,000.00	911.65	5,876.28	2,123.72	73.45
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	8,000.00	911.65	5,876.28	2,123.72	73.45
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Other Uses	<u>68,253.00</u>	<u>0.00</u>	<u>68,253.00</u>	<u>0.00</u>	<u>100.00</u>
	Expense	68,253.00	0.00	68,253.00	0.00	100.00
414	Development	-60,253.00	911.65	-62,376.72	2,123.72	103.52

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2024

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

User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2024



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	3,500.00	0.00	0.00	3,500.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	3,500.00	0.00	0.00	3,500.00	0.00
	Expense					
	Other Services and Charges	1,500.00	0.00	511.86	988.14	34.12
	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	1,500.00	0.00	511.86	988.14	34.12
416	TIF District No. 1-2	2,000.00	0.00	-511.86	2,511.86	-25.59

General Ledger Revenue vs Expense

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 Period 05 - 05
 Fiscal Year 2024



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	309,218.00	16,142.39	109,483.77	199,734.23	35.41
	Miscellaneous Revenue	20,000.00	2,617.31	16,998.20	3,001.80	84.99
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	329,218.00	18,759.70	126,481.97	202,736.03	38.42
	Expense					
	Personal Services	78,270.00	5,993.33	32,311.22	45,958.78	41.28
	Supplies	850.00	63.99	248.52	601.48	29.24
	Other Services and Charges	214,410.00	20,677.18	114,248.56	100,161.44	53.29
	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	293,530.00	26,734.50	146,808.30	146,721.70	50.01
602	Sanitary Sewer	35,688.00	-7,974.80	-20,326.33	56,014.33	-56.96

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 05 - 05
 Fiscal Year 2024



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	132,025.00	12,396.55	49,823.63	82,201.37	37.74
	Miscellaneous Revenue	9,000.00	1,175.08	7,543.31	1,456.69	83.81
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	141,025.00	13,571.63	57,366.94	83,658.06	40.68
	Expense					
	Personal Services	67,019.00	5,146.78	27,689.80	39,329.20	41.32
	Supplies	850.00	63.99	248.52	601.48	29.24
	Other Services and Charges	28,621.00	915.96	22,597.49	6,023.51	78.95
	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	96,490.00	6,126.73	50,535.81	45,954.19	52.37
603	Storm Water	44,535.00	7,444.90	6,831.13	37,703.87	15.34

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period 05 - 05
 Fiscal Year 2024



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

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/17/2024 10:43:53 AM
 Period 05 - 05
 Fiscal Year 2024

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,517,774.00	48,899.78	386,500.07	2,131,273.93	0.1535
Expense Total		2,566,476.00	212,008.54	1,128,743.15	1,437,732.85	0.4398
Grand Total		-48,702.00	-163,108.76	-742,243.08	693,541.08	15.2405

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 25, 2024

ITEM NUMBER 1852 Carl Tree Abatement

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

There are two diseased ash trees and a dead maple tree at 1852 Carl Street. Typically, staff are able to work with the owners of dead and diseased trees to have them removed through a petition and waiver agreement. In this case, the owner has not responded to letters sent to the property and another address out of state. This leaves little choice but for the City Council to approve removal of the trees.

Prior to voting, the City Council must hold a hearing on the matter should the party responsible for the property wish to address the City Council. An estimate of \$4,000 was received from the City's tree trimmer to complete the work.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 062524A—A Resolution Abating Three Tree at 1852 Carl Street.

RESOLUTION NO. 062524A

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

A RESOLUTION ABATING THREE TREES AT 1852 CARL STREET

WHEREAS, Lauderdale City Code Title 4, Chapters 3 and 6 call for the abatement of diseased or hazardous trees; and

WHEREAS, the City mailed first notice of the dead and diseased trees to the local address and out-of-state address listed on property tax records via the US Postal Service on May 17, 2024; and

WHEREAS, the trees were not removed by the June 3, 2024 deadline provided in the first letter.

WHEREAS, the City mailed second notice of the dead and diseased trees and notice of public hearing regarding the abatement being considered by the City Council via standard and certified US Postal Service to the local address and out-of-state address listed on property tax records on June 11, 2024; and

WHEREAS, the trees remain on the property and require removal to protect public health and safety.

NOW, THEREFORE BE IT RESOLVED that the Lauderdale City Council finds it in the public interest and consistent with City Code to have the trees abated.

BE IT FURTHER RESOLVED that the City Council directs staff to contract with the city tree trimmer for the trees removal and bill the owner of the property for the service. The estimated removal cost is \$4,000.00. Any unpaid charges for the service will be assessed the property.

ADOPTED this 25th day of June, 2024 by the Lauderdale City Council.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator



... the preferred service

7700 110th Street South • Cottage Grove, MN 55016
 (651) 459-5007 • rodney.r.mead@gmail.com

STATE-OF-THE-ART TREE CARE

- Quality Tree & Shrub Pruning
- Tree & Stump Removal
- Tree & Shrub Planting
- Fertilization, Disease Control
- Consultation & Diagnosis
- Cabling & Bracing Damaged Trees
- Brush Chipping & Firewood

Proposal Submitted To :

NAME City of Landerdale
 ADDRESS _____
 CITY _____ STATE _____ ZIP _____
 TELEPHONE _____

Work To Be Performed At :

NAME _____
 ADDRESS 1852 Carl st
 CITY Landerdale STATE _____ ZIP _____
 TELEPHONE _____

	- Remove large front dead maple - haul away brush and wood	2,900.00
	- remove 2 dead Ash - haul away brush and wood	1,100.00

Special Instructions :

Subtotal _____
 Sales Tax _____
TOTAL _____

PLEASE PAY FROM THIS STATEMENT. NO OTHER STATEMENT WILL BE SENT.

Proposal Includes:

Material and labor as required in accordance with above specification. Work is to be performed by Arborists who through related training and on-the-job experience are familiar with techniques and hazards of this work including trimming, maintenance, repair or removal and the equipment used in such operations. This type of work is a potentially hazardous occupation and is to be undertaken only with trained personnel, all of whom are covered with worker's compensation, property damage and public liability insurance.

Acceptance of Proposal:

Customer signature constitutes acceptance of this proposal including authorization to perform described work and agreement to pay according to terms written hereon. Blue Chip employees will exercise reasonable care when working on your property, however, due to the weight of equipment that may be used, Blue Chip cannot be responsible for damage to lawns, driveways, asphalt, etc. Minor lawn damage is common during tree removal due to fallen branches/trunk.

Thank You Rod Mead 5-14-24 X _____
 Blue Chip Representative Date Customer Signature Date

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 25, 2024

ITEM NUMBER Recycling Agreement with Eureka

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The current recycling agreement with Eureka began in 2019, and ends at the end of this month. A revised and restated recycling agreement has been negotiated with Eureka maintaining weekly collection and is ready for approval by the City Council. The new agreement would begin July 1, and goes through October 31, 2029. The new agreement is based on the current agreement and is substantially the same. It has been reviewed by city staff, Eureka, Foth Infrastructure & Environment, and Kennedy & Graven.

Along with a new term for the agreement, there is also a new pricing schedule (see page 12 of the amended and restated agreement attached). While there is an element of sticker shock, prices are increasing for everyone else as well. Pricing in the current agreement have been below market, and the proposed pricing is again reasonable. Eureka lets Lauderdale share overhead with St. Paul to keep costs lower, and also maintains and services the city's recycling cart inventory. Eureka has also provided good service to the community.

Angie Lemar, with FOTH Infrastructure & Environment, prepared the attached comparison with other cities. Additionally, St. Paul's new agreement with Eureka starts at \$ 10.14, and then goes to \$12.00 per month. Katie Drews, with Eureka Recycling, plans to be present via Zoom to answer questions you may have of her.

Note: A clean copy of the new agreement will be provided for the Mayor and City Administrator to sign.

OPTIONS:

- 1) Approve new Agreement as presented, or with modifications, as agreed to with Eureka.

STAFF RECOMMENDATION:

Motion to approve the Amended and Restated Agreement for Recycling Services with Eureka Recycling as presented.

CITY OF LAUDERDALE**AMENDED AND RESTATED AGREEMENT FOR RECYCLING SERVICES**

This Agreement for Recycling Services (the "Agreement") is made as of this 25th day of June, 2024 between the City of Lauderdale (thereafter the "City") and Neighborhood Recycling Corporation DBA Eureka Recycling (thereafter the "Contractor"), a Minnesota non-profit organization.

1. DEFINITIONS

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

- 1.1. **Carton** - Any of various containers made from cardboard or coated paper such as milk cartons and juice boxes.
- 1.2. **Certified Dwelling Unit (CDU)** – Defined as a living unit in a residential structure.
- 1.3. **Collection Hours** – Defined as the time period during which collection of recyclables is authorized in the City, 7 a.m. – 6 p.m.
- 1.4. **Collection Vehicle** – Defined as any vehicle owned or operated by the Contractor for collection of recyclables within the corporate boundaries of the City.
- 1.5. **Contractor** – Means the company performing the recycling collection and processing services within the City, operating under a signed agreement with the City.
- 1.6. **Curbside/Alley** – Means at the curb line at the edge of the street or at the edge of the alley and placed on the ground and not on a snow bank or behind another cart.
- 1.7. **Holidays** – Means the following: New Year's Day, Memorial Day, Juneteenth, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
- 1.8. **Market Demand** – Means the economic and technical capacity of markets to use recyclable material to make new products.
- 1.9. **Markets** – Means any person or company that buys (or charges) for recycling of specified materials from the Contractor and may include, but are not limited to: end markets, intermediate processors, brokers and other recycling material reclaimers.
- 1.10. **Method of Collection** – a single-sort collection of all recyclable materials.

- 1.11. **Multiple Unit Dwellings (MUDs)** - A building or a portion thereof containing more than four dwelling units.
- 1.12. **MUD recycling containers** – City approved recycling containers used for MUDs including standard carts or dumpsters for temporary storage and accumulation of designated recyclables from residents in MUDs prior to collection. Such recycling containers must be separate, explicitly labeled with text and graphics as to recyclables allowed, and colored differently from other containers for mixed solid waste or trash. Recycling containers must be maintained in proper operating condition and be reasonably clean and sanitary.
- 1.13. **Organics** - Organic materials derived from plant and animal matter including non-recyclable paper that is designated as acceptable by composting facilities and collected for composting.
- 1.14. **Pizza Boxes** – Cardboard takeout/delivery pizza boxes not heavily caked with cheese or grease with all contents removed.
- 1.15. **Recyclables** – defined as the following:
- A. Rigid – Steel and aluminum food and beverage containers, foil and trays, **non-hazardous aerosol cans**, selected plastic bottles and containers (e.g., plastic types #1, #2 and #5), glass food and beverage containers, milk cartons, and juice boxes.
 - B. Fibers – Newspapers, magazines, mixed mail, phone books, office paper, catalogs, pizza boxes, boxboard (e.g., dry food boxes; pop, beer, water, other beverage “carrier stock” boxes), and corrugated cardboard (flattened, broken down and placed loosely inside the cart with the lid closed).

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

- 1.16. **Recycling Collection** – The collection of all recyclables from recycling carts or recycling dumpsters as approved by the City.
- 1.17. **Recycling Carts** - Wheeled carts used as part of a single-sort collection system.
- 1.18. **Scheduled Collection Day** – Means the day or days of the week on which recycling collection by the contractor is to occur, which the City has designated as every Monday.
- 1.19. **Single Unit Dwellings (SUDs)** – A building or a portion thereof containing up to four dwelling units.

- 1.20. **Unacceptable Materials (as collected)** – Means items that are prohibited from the recycling collection system and / or items that are not targeted recyclables in the City of Lauderdale recycling program that may be set out by residents into the recycling carts by mistake. Observable unacceptable materials may cause the Contractor to reject collection of the materials in the cart and leave an education tag.
- 1.21. **Walk-Up Service** - A service where the driver will walk up to the resident's garage door, stoop or other designated spot to collect recyclable material for loading onto the truck. The driver then returns the bins/carts to the same location. The Contractor shall provide walk-up service to disabled and/or special needs residents who request such service.

2. GENERAL DESCRIPTION OF SERVICES TO BE PERFORMED

- 2.1. The Contractor shall collect and process the recyclable materials as established by the City and in the corporate boundaries of the City at each CDU and public facility deemed acceptable by the City and agreed upon by the Contractor.
- 2.2. The Contractor shall not be required to make regular collections on holidays; provided, however, that collection occurs the day immediately following the scheduled pickup day or the next business day as agreed upon by the City and Contractor.
- 2.3. In extreme circumstances and major weather events, collection may be suspended to protect public safety and/or the safety of the Contractor's employees. In case of such an event, the Contractor will contact the appropriate City officials prior to suspension of recycling collections. Such suspension may be citywide or on a spot basis (e.g., block by block). If the Contractor attempts contact of the City official and does not get a response, the Contractor may suspend collections for safety reasons.

3. COLLECTION OPERATIONS

- 3.1. **Recycling Carts** – Collection of recyclable materials from all SUDs, subject to section 2, and most MUDs shall be from City supplied recycling carts. The recycling carts remain the property of the City. The City and Contractor have developed a cart management and operations plan, which is included as Attachment A, incorporated into this agreement by reference.
- 3.2. **Dumpsters May be Used at MUDs** - The Contractor may use dumpsters for recyclables collection from MUDs, but the dumpsters shall have the appropriate labeling for single-sort recycling. The current list of MUDs is included as Attachment B and the map of these MUD properties is included as Attachment C, both attachments incorporated into this Agreement by reference. The number of recycling carts or dumpsters may change based on a request from the Contractor or the MUD property owner. Any such change must first be approved by the City in writing (e.g., via email), which approval shall not be unreasonably withheld.

3.3. **City Facilities Collections** – City will provide containers and Contractor will provide recycling collection service for the following City facilities using standard recycling carts or dumpsters at no additional charge.

A. Lauderdale City Hall, 1891 Walnut Street

B. Lauderdale Warming House, 1885 Fulham Street

Collection will occur weekly unless the parties agree that more frequent collection is required based on the amount of materials generated.

3.4. **Walk-Up Service** - Free walk-up service for up to 2% of the City as specified in 1.21 shall be provided for all customers who request it. If the walk ups go above 2% of the total City SUD count, there will be an additional fee of \$1 per SUD per month for any number of SUDs over the 2% threshold. As of June 2024, there are 7 walk up addresses out of 543 SDUs (including Rosehill Townhomes), which is 1.3%.

3.5. **Frequency of Collection Initially Set at Weekly** – Curbside/Alley collection shall occur every week. Collection from MUDs will occur at least once each week and may occur more frequently as the need is determined by the Contractor.

3.6. **Every Other Week Collection Option** - The City and Contractor shall negotiate in good faith the details and price changes of the option of changing to every other week (EOW) collections for curbside/alley collections from SUDs. The City shall retain final decision-making authority, in its sole discretion, to make any change to the frequency of collection and collection schedule.

Collection service issues that shall be addressed in these negotiations to develop an EOW plan include:

A. Designated collection weeks each year throughout the term of the Contract.

B. Means to address residents who need additional cart capacity if the City decides to change to EOW. (If providing an additional recycling cart is needed, plan who will pay for the extra cart.)

C. Specific transition schedule (e.g., plan for what date every week collection frequency will end and the date the new EOW program will begin).

D. Specific public education plan to inform residents about the proposed new EOW program.

E. Proposed reduced price for EOW service compared to current price for weekly collection frequency.

- 3.7. **Collection Hours** – Collection shall commence no earlier than 7 am. Contractor shall maintain sufficient equipment and personnel to assure that all collection operations are completed by 6 pm on the scheduled collection day. Residents will be required to have their recyclables placed at the collection site (wherever their trash is collected or otherwise arranged by MUDs) before 7 am on the scheduled collection day.
- 3.8. **Late Collection (Hours)** – If the Contractor determines that the collection of recyclables will not be completed by 6 pm on the scheduled day it shall notify the City's designated recycling coordinator ("Recycling Coordinator") by 4 pm and request an extension of the collection hours. The Contractor shall inform the Recycling Coordinator of the area expected to not be completed and the reason for non-completion and the expected time of completion via email.
- 3.9. **Number of Collection & Processing Sorts of Recycled Material** - The Contractor shall collect and process recycling material as a single-sort system. Any change in the number of sorts during recycling collection or processing shall be done only with written amendments to this Agreement and approved by the City Council. Failure to receive City approval for changes to the single-sort collection/processing system prior to implementation of collections in the City or material processing shall be considered by the City as a breach of this Agreement subject to termination.
- 3.10. **Materials Ownership** – All materials placed for collection shall be owned by and the responsibility of the occupants of residential properties until the Contractor handles them. Upon collection of the containers and recyclable materials by the Contractor, the recyclable materials become the property and responsibility of the Contractor.
- 3.11. **Carts Handling** – Handling of recycling carts should be managed by picking them up, emptying their contents into the collection vehicles, and taking responsible care ~~to when~~ placing them back ~~down~~ in the original location. The carts are to be placed behind curbs and off the paved portions of roads and alleys. Standard collection procedures shall be utilized by the Contractor to handle carts with due care to prevent undue damage to the carts (e.g., use and operation of automatic cart lifting equipment to prevent damage to carts).
- 3.12. **Procedure for Unacceptable Materials** - If the Contractor determines that a resident has set out significant amounts of unacceptable recyclables, the driver shall use the following procedures:
- A. **Curbside/Alley** - The Contractor may refrain from collecting any cart with the unacceptable materials and leave an "education tag" indicating what constitutes acceptable materials and the proper method of preparation and make a note of the issue in the Contractor's tracking system. If the unacceptable materials have been tipped into the collection truck, the driver shall make a note of the issue in the Contractor's tracking system, and then will check again the following week and leave an educational tag if needed. If an address has been reported for contamination two weeks in a row, the Contractor will work to verify the accuracy of the address recorded in the tracking system and then shall send a letter to the resident noting the unacceptable materials and providing information on what are accepted recyclables. The address shall be recorded on a form acceptable to

the City. The Contractor shall report the addresses which set out unacceptable materials and have been sent letters. (See monthly reporting section 5.1.A)

- B. Multiple-Unit Dwellings - Carts or dumpsters with significant amounts of unacceptable material will not be collected. It will be the responsibility of the Contractor to encourage cooperation from the building owner/manager in removal of trash and separation of recyclables so that the carts or dumpsters can be serviced. The Contractor shall notify the property manager of problems and make attempts to address the issues. Should the property manager or tenants be unresponsive or refuse to cooperate, the Contractor will be responsible for notifying the City so that the City can take any necessary steps to enforce compliance. (See special reporting section 5.1.C.)

3.13. **Estimating Unacceptable Materials** (as collected) – The Contractor shall provide a written description of the means to estimate unacceptable materials (as collected) upon request of the City.

3.14. **Missed Collections** – The Contractor shall have a duty to pick up missed collections. Missed collections called in before 12 pm on the collection day will be collected that day. Calls after 12 pm will be collected before 4 pm on the following business day. Missed collections called in before 11 am on the day after collections will be collected that day before 4 pm. Calls received after 11 am will be collected before 4 pm on the following business day. The same policy will apply for missed collections called in two days or more after collection. Calls for missed service are either customer calls made directly to the Contractor or customer calls relayed to the Contractor by the City. A stop will not be deemed missed if Contractor has documentation of attempt to service and could not access the cart or the cart was not properly placed for pick-up by 7 am in the correct location.

3.15. **Materials Shall Be Recycled**

- A. The Contractor shall use its best efforts to ensure that all recyclable materials collected in the City are not placed in landfills or other mixed municipal solid waste recovery facilities but instead are processed and transported to the appropriate markets for recycling. All costs associated with disposal of process residuals will be borne by the Contractor.
- B. Any pProcess rResiduals will be delivered to the appropriate disposal facilities in accordance with State law and County policies and documented as such. All weight tickets, etc. shall be maintained at the Contractor's office for review.
- C. The Contractor will report unacceptable materials (as collected) to the City once yearly. This report shall include, but may not be limited to: tonnage, percent of total materials collected, and general description or composition of the unacceptable materials.
- D. In the event that any market for a particular recyclable material ceases to exist, or becomes economically depressed such that it becomes economically unfeasible to

continue recycling, the City will have the right to cause the Contractor to cease the collection of that particular recyclable material. As early as possible, the Contractor shall provide the City notice of such depressed market conditions that could cause the City to decide to cease collection of materials.

- E. If the Contractor requests to cease collection of a particular recyclable material, but the City directs the Contractor to continue to collect the material, the City agrees to negotiate in good faith with the Contractor to estimate and pay for the cost incurred by the Contractor to market or dispose of such recyclable material by landfill, incineration or other method.
- F. If the City and Contractor agree to cease collection of a recyclable material, the parties shall negotiate in good faith the roles, responsibilities and who shall pay for public education to notify residents and any costs of handling the designated material that residents continue to place in the cart.

- 3.16. **Truck Scale Weights for Each Load** – The Contractor shall maintain load weights with a truck scale weight slip with the date, time, collections route, driver's name, vehicle number, tare weight, gross weight, and net weight for each load each day. These scale tickets must be stored in paper or electronic format for a minimum of three (3) years and made available for City review upon request.
- 3.17. **Compliance** – All collection services of all recyclables shall be accomplished in accordance with all existing laws and ordinances, and future amendments thereto, of the State of Minnesota and local governing bodies.
- 3.18. **Collection Clean-ups** – The Contractor shall adequately clean up any material spilled or blown during the course of collection and/or hauling operations including leakage from the truck operations. All collection vehicles shall be equipped with at least one broom and one shovel for use in cleaning material spillage. The Contractor shall have no responsibility to remove or clean up any items which were blown or fell from the carts or dumpsters before arrival or after leaving the area.
- 3.19. **Resident Complaints** – The Contractor shall provide the City with a list of all customer complaints received as part of its monthly report including a brief description of how each was resolved.
- 3.20. **Utilities** – The Contractor shall be obligated to protect all public and private utilities whether occupying street or public or private property. If such utilities are damaged by reason of the Contractor's operations, under this Agreement, the Contractor shall repair or replace same, or failing to do so promptly, the City shall cause repairs or replacement to be made and the cost of doing so shall be deducted from payment to be made to the Contractor.
- 3.21. **Damage to Property** – The Contractor shall take all necessary precautions to protect public and private property. Except for reasonable wear and tear, the Contractor shall repair or replace any private or public property, including, but not limited to sod and

mailboxes, which are proven to be damaged by the Contractor. Contractor shall start an investigation of such property damage within 48 hours of receiving a report from resident or the City. The contractor will communicate to the resident the results of the investigation within 5 business days of the original complaint and communicate next steps if at fault. If found at fault, the Contractor will arrange for repair as soon as commercially available.

4. STUDIES

- 4.1. **Material Composition Study** – The Contractor shall conduct at least one materials composition analysis of the City's recyclables each year to estimate the relative amount of weight of each recyclable commodity by grade. A City representative or designee may be present during the study and the Contractor shall provide at least two weeks advanced notice of the date of the material composition study. The results of this analysis shall include: (1) percent by weight of each recyclable commodity by grade (including unacceptable materials) as collected from the City; (2) relative change compared to the previous year's composition; and (3) a description of the methodology used to calculate the composition, including number of samples, dates weighed, and City route(s) used for sampling.
- 4.2. **Cart Check Study to Monitor Material Quality** - The Contractor must conduct at least once per quarter recycling cart checks. The Contractor shall audit the contents of carts from at least 25 households and leave education tags if any unacceptable materials are found in the carts. A log shall be kept of all resident addresses where education tags were left and the addresses shall be included in the year-end report to the City.
- 4.3. **Participation Trend Study** – Each year, the Contractor shall conduct a participation trend study that counts the number of SUDs by address that participates in curbside/alley recycling. The sample of residences selected for the annual study shall remain the same (i.e., same addresses) and shall be no less than 200 households. The Contractor shall record recyclables set out by address for at least four consecutive weeks (unless the City changes to an EOW collection frequency in which case the participation study shall be for at least six consecutive weeks, i.e., three consecutive collections). The same period of weeks shall be used each year for the study. An annual participation trend study report shall be submitted to the City within 30 days after the field data collection operations have been completed. The annual study report shall summarize participation trends and other data as a result of the data analysis. All participating and non-participating addresses shall be reported to the City each year as a result of the study. The Contractor may make recommendations for improving this participation trend study methods and procedures.

5. REPORTS AND YEAR-END MEETING

- 5.1. **Reports** - The Contractor shall submit to the City monthly reports and year-end reports dealing with the City's recycling program. At a minimum, the Contractor shall include in each report the following information:
 - A. **Monthly Reports** are due to the City by the 15th day of each month and shall include:

- a. Amounts of materials collected, by recyclable material and unacceptable material (in tons).
- b. List of missed stops by date and address.
- c. Customer Service and Education:
 - 1) List of all addresses where education tags were left for residents and why the tags were left.
 - 2) List of complaints for the month and how each was resolved.

B. **Year-end Reports** are due to the City by March 31 of each year for the preceding year and shall include:

- a. Annual cart inventory updates, including initial cart count, carts placed, carts removed, carts destroyed and carts "lost."
- b. Copy of year-end MUD report as specified in section 5.2 of this Agreement.
- c. Review Contractor's year-end report, including trends in recyclables tonnages and participation.
- d. Efforts the Contractor has made to expand recyclable markets.
- e. Review Contractor's recommendations for improvement in the City's recycling program, including enhanced public education and other opportunities.
- f. Review recommendations for improving Contractor's service.
- g. Discuss other opportunities for improvement with the remaining years under the current contract.
- h. Efforts by the Contractor to reduce its carbon footprint

C. **Special Reports** shall be submitted within 30 days after study operations are completed or as needed as follows:

- a. Material composition study report (at least once per year).
- b. Cart checks study report (at least once per quarter).
- c. Participation trends study report (at least once per year).
- d. MUD contamination reports (as needed).
- e. The Contractor will report amount of all materials stored for more than 90 days (as needed).
- f. As early as possible, the Contractor shall provide the City notice of such depressed market conditions that could cause the City to decide to cease collection of materials (as needed).
- g. Upon request by the City, the Contractor shall provide letters from end markets certifying the recyclable materials have been recycled. The Contractor may request that this information be held confidential (as needed).

5.2. **Year-end Report to MUD Owners** - The Contractor shall provide a year-end report by March 1 following the end of each calendar year to the MUD owners served by the Contractor. A copy of each report to the MUD owners shall also be submitted to the City. The report shall contain, at a minimum, the following information:

- A. Street address of each MUD served.

- B. Description of collection services made available to occupants, including number of MUD recycling stations, number of MUD recycling containers, location of stations and dates of collection.
- C. Description of public education tools used to inform occupants of availability of services.
- D. Recommendations for future improvements (e.g., specific public education tools).

5.3. **Year-End Meeting** - Prior to the year-end report being finalized and submitted by the Contractor, the City and the Contractor shall together schedule a year-end meeting with one another to discuss:

- A. Review Contractor's performance based on feedback from residents to the City.
- B. Review Contractor's recommendations for continuous improvement.
- C. Year-end work plan for the year.
- D. As a specific focus of the year-end report and annual work plan, the Contractor shall itemize MUD recycling program performance and opportunities for improvement. The Contractor shall develop specific MUD recycling program improvement strategies for each upcoming year.

6. PUBLIC EDUCATION AND PROMOTION

- 6.1. **Prior City Approvals Required** – The Contractor shall prepare and distribute the educational materials outlined in section 6 to insure accurate information and program directions. The City must approve all of the Contractor's outreach materials prior to printing. The Contractor will provide a PDF or other mutually agreed upon electronic format version of the flyer to the City. The annual flyers described below must include at a minimum the County website and phone number for other disposal information including household hazardous waste, yard waste and organics as provided by the County.
- 6.2. **SUDs Flyer** - The Contractor shall pay for the design, printing and mailing of the annual recycling program flyer to City SUD residents. The SUD flyer shall be delivered to City homes no later than January 31 of each year. For the first year of the contract the SUD flyer will be delivered no later than Feb 28.
- 6.3. **MUDs Flyer** – The Contractor shall pay for the design, printing and distribution of an annual one-page flyer to MUD owners, landlords or other designated contact person for all such properties in the City. The flyer shall be supplied in sufficient number that one copy may be distributed to each tenant. The MUD flyer shall be delivered to MUDs no later than January 31 of each year.

- 6.4. **Other MUD Public Educational Tools** - The Contractor shall also provide posters and other educational material for MUD owners, landlords or other designated contact person to post in common areas.
- 6.5. **Alternative Languages** - The Contractor must be able to provide public education material in languages other than English (e.g., Spanish, Hmong, Somali, Karan, etc.) and will provide these materials to City customers as needed. The City will work with the Contractor regarding the quantities needed and the locations for distribution.
- 6.6. **Public Appearances** - During the term of the contract the Contractor may be asked by the City to make public appearances, provide information for local environmental groups, or attend public events sponsored by the City.
- 6.7. **Outreach to Low Participating Communities** – The Contractor shall include in the annual work plan outreach efforts to low participating communities. Contractor and City will come to mutual agreement on the workplan efforts.
- 6.8. **Outreach Using Electronic Communications** - Contractor shall identify in the annual work plan outreach efforts using electronic communications. The City seeks to engage residents where they are and is looking for electronic outreach to residents in addition to websites with information in text format. Additional fees may be required for using additional electronic platforms.
- 6.9. **Organics Recycling at City Events** - Each year as part of the annual work plan, the Contractor shall propose how to support the City with recycling and source separated organics (SSO) collection operations at 1 City-sponsored event. The services may include having an informational booth, providing recyclables + SSO collection services, or both. The Contractor shall provide these services to the City at no extra charge, the cost of any additional events will be mutually agreed upon by Contractor and City.

7. CONTRACTOR'S FACILITIES, PERSONNEL AND EQUIPMENT

- 7.1. **Offices for Contractor's Customer Service** - The Contractor shall establish and maintain an operating facility with an office and continuous supervision for accepting complaints and customer calls. The office shall be in service with continuous supervision from the hours of 8 am until 5 pm Monday through Friday. Address and telephone number of such office and any changes therein shall be given to the City in writing.
- 7.2. **Personnel** – The Contractor shall maintain sufficient personnel and equipment to fulfill the requirements and specifications of this Agreement.
- 7.3. **Management** – The Contractor shall maintain a single Contract manager as the point of contact for the City. The Contractor shall notify the City of changes to this Contract manager as soon as possible.

7.4. **Contractor's Equipment** - Contractor's vehicles shall be marked with the name of the Contractor and phone number and be equipped with a (1) two-way communication or phone, (2) first aid kit, (3) approved 2A10BC dry chemical fire extinguisher, (4) warning flashers, (5) warning alarms to indicate movement in reverse, (6) sign in rear of vehicle stating "this vehicle makes frequent stops," (7) and a broom and shovel for cleaning up spills.

8. COMPENSATION

The City will compensate the Contractor for the collection of recyclable materials from residential units. At the contract's initiation on July 1, 2024, pricing for both SUD units and MUD carts will begin at \$7.61 with an annual increase of 5% or CPI, whichever is higher, capped at 8%. This agreement uses the Federal Reserve Bank of Minneapolis Consumer Price Index, 1913- available online at: <https://www.minneapolisfed.org/about-us/monetary-policy/inflation-calculator/consumer-price-index-1913-> This adjustment will occur annually on April 1, beginning in 2025. An example of pricing at the 5% increase schedule is included below.

8.1. **SUD Pricing** - During the term of the contract, City will pay to the Contractor, on a monthly basis, \$ per single-family dwelling according to the following schedule:

(\$ per single-family dwelling per month)

	7/31/24 – 3/31/2025	4/01/2025- 3/31/2026	4/01/2026- 3/31/2027	4/01/2027- 3/31/2028	4/01/2028- 10/31/2029
<u>Monthly cart pricing for weekly service:</u>	<u>\$7.61</u>	<u>\$7.99</u>	<u>\$8.39</u>	<u>\$8.81</u>	<u>\$9.25</u>
<u>Medium cart (65-gallons), weekly:</u>	<u>\$5.65</u>	<u>\$5.76</u>	<u>\$5.87</u>	<u>\$5.98</u>	<u>\$6.09</u>

8.2. **MUD Pricing** - During the term of the contract, City will pay to the Contractor, on a monthly basis \$ per MUD cart according to the following schedule.:

(\$ per multi-unit cart per month)

	7/31/24 – 3/31/2025	4/01/2025- 3/31/2026	4/01/2026- 3/31/2027	4/01/2027- 3/31/2028	4/01/2028- 10/31/2029
<u>Monthly cart pricing for weekly service: Large cart (96-gallons), at least weekly:</u>	<u>\$7.61</u>	<u>\$7.99</u>	<u>\$8.39</u>	<u>\$8.81</u>	<u>\$9.25</u>
	<u>\$5.65</u>	<u>\$5.76</u>	<u>\$5.87</u>	<u>\$5.98</u>	<u>\$6.09</u>

8.3. **Dumpster Pricing**- Dumpster pricing will follow the same payment and increase schedule as SUDs and MUDs. One dumpster is the equivalent of four single carts, so one dumpster beginning in year one of this contract will total \$30.44 per month. There are currently only two dumpsters serviced in Lauderdale.

8.3.8.4. Monthly Invoices – The Contractor will submit a monthly invoice for services rendered. The City will pay within 30 days of receipt of the Contractor’s monthly statement and the corresponding monthly report.

8.4.8.5. Cart CDU Count Updates – As needed, the City and the Contractor will review additions or subtractions from the total CDU count. At the signing of this contract there are 1215-1,197 households including 497-543 SDUs cars (including Rosehill Townhomes, but not including 15 SDUs that have two cars as of June 2024) and 71-700 MUDs cars. Additionally, two MUD recycling dumpsters are in use (equal to 8 cars), for a total of 79 MUD cars.

8.5.8.6. Access to Records – The Contractor shall provide access to the City or any of its duly authorized representatives to review any books, documents, papers, and records of the Contractor related to performance of this Agreement for the purpose of duties or other examination verifying compliance with its terms.

8.6 Fuel Surcharge – The fuel surcharge would be implemented when the biodiesel price index surpasses the benchmark price and it would expire once the biodiesel fuel index price equals or is less than the benchmark price. The amount of the surcharge price would be the difference of the indexed price above the benchmark price multiplied by the number of gallons of biodiesel fuel used in the on route collection of recyclables from within Lauderdale, which shall be considered 40 gallons each collection week. The surcharge benchmark price shall be \$4.69 ~~\$4.50~~ per gallon for biodiesel based on the following biodiesel price index as published by the U.S. Department of Energy’s Alternative Fuels Data Center: <https://afdc.energy.gov/fuels/prices.html>.

9. LEGAL VENUE

Minnesota law governs any disputes and all disputes will be subject to the jurisdiction of the Ramsey County District Court.

10. LIQUIDATED DAMAGES

The parties agree that, the City, in accordance with this section 10, may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill the obligation of the Contractor listed in sections 10.1 through 10.9. These are liquidated damages not penalties. The City and the Contractor agree that damages caused due to the circumstances listed below would be difficult to ascertain and would cause considerable delay and expense.

The City will notify the Contractor in writing documenting the reason for any assessment of liquidated damages within one week of the incident. The Contractor will then have the opportunity to refute and/or address and remedy any alleged failure. If any failure is not cured by the Contractor within a reasonable amount of time, the City can determine if imposing a liquidated damage is the appropriate course of action.

If the Contractor can provide documentation of an attempt to service, including without limitation dated camera and video footage and dated GPS data for the truck that reasonably

refutes the alleged failure, liquidated damages will not be assessed. If the Contractor cannot provide documentation that reasonably refutes an alleged failure and does not remedy such failure, the City and Contractor agree to liquidated damages in the following amounts:

- 10.1. Failure to clean up recyclables spilled by Contractor within six (6) hours of oral or written notification – \$50 per incident.
- 10.2. Failure to complete City-wide collection by 6 p.m. without attempt to seek permission for extension from the Recycling Coordinator and/or other City employee with exception of extreme circumstances or major weather events (as contemplated by section 2) and street construction – \$2,500 per incident.
- 10.3. A missed block is defined as a block where residents from at least three (3) households within two intersections of that block report that their material was properly set out before 7 a.m., the material was not picked up and the addresses did not appear on the records of unacceptable setouts. Carts not picked up due to inaccessibility and/or where documentation provided that the cart was not properly set out will not count towards the three (3) household threshold – \$250 per incident.
- 10.4. Failure to pick up missed collections within time periods required under this agreement – \$50 per incident.
- 10.5. Failure to file reports and/or provide scale receipts – \$750 per incident.
- 10.6. Failure to maintain vehicle in a manner which prevents nuisances such as leaky seals or hydraulics – \$100 per incident.
- 10.7. Failure or neglect to provide notice to resident upon recyclables refused for collection for cause – \$50 per incident.
- 10.8. Failure to maintain recycling carts in proper working order as specified in the cart management plan - \$100 each incident.
- 10.9. Failure of the Contractor to obtain prior City approval of a Lauderdale – specific public education tool - \$250 per each incident.

Notwithstanding the foregoing, the City may not assess liquidated damages or withhold payments for failures listed in sections 10.1 through 10.9 above that are caused by extreme circumstances or major weather events (as contemplated by section 2.3). Liquidated damage shall be the City's sole financial remedy against the Contractor for the failures listed in sections 10.1 through 10.9.

11. INSURANCE

11.1. Prior to commencement of this Agreement, the Contractor shall furnish the City with Certificates of Insurance for comprehensive general liability, automobile liability and property damage insurance with the following coverage amounts:

General liability insurance: \$1,500,000 each/person
 \$1,500,000 each/occurrence

Automotive insurance: \$1,500,000 aggregate

Property damage insurance \$1,500,000 each/person
 \$1,500,000 each/occurrence

11.2. Certificates of Insurance shall name the City as an additional insured. Any losses to person or property connected with the collection of recyclable materials through this project shall be the responsibility of the Contractor. The Contractor shall also provide evidence of workers' compensation insurance covering all employees of the Contractor and subcontractors engaged in the performance of the Contractor's obligations under this Agreement as required by law.

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

12. INDEMNIFICATION

The Contractor hereby agrees to indemnify and hold harmless the City and its employees, officers, and agents from and against all claims, damages, losses or expenses, including attorneys' fees and other costs of defense, for which it may be held liable, arising out of or resulting from the assertion by third parties against the City of any claims, debts, or obligations resulting from the negligence, recklessness, or willful misconduct of the Contractor, its employees, agents, or subcontractors in the performing of the obligations of the Contractor under this agreement. The Contractor may elect, at its own expense, to assume the defense of any action or claim giving rise to an indemnification obligation under this section 12, provided that no settlement of any such suit, demand, or other claim is entered or executed without the written agreement of the City (with such agreement not to be unreasonably withheld) unless the settlement (x) will not lead to loss, liability, or create any financial or other obligation on the part of the City for which the City is not entitled to indemnification hereunder, (y) does not provide for injunctive or other non-monetary relief applicable to the City, and (z) includes an unconditional release of the City.

13. TERM AND TERMINATION

13.1. **Term** – The term of this agreement shall be from ~~July 1, 2024~~ ~~January 1, 2019~~ through ~~October 31, 2029~~ ~~June 30, 2024~~.

13.2. **Extension** –The term of this Agreement may be extended upon mutual agreement of the parties and subject to approval by the City Council.

13.3. Termination

- A. If the Contractor, or any subcontractor hired by the Contractor, fails to materially perform the Contractor's obligations under this Agreement diligently and on schedule, the City shall have the right to terminate this Agreement. Prior to any such termination, the City shall give thirty (30) days' prior written notice to the Contractor identifying the basis of the intent to terminate. After the notice of intent to terminate has been given, both parties will attempt to reconcile their differences during the 30-day notice period. If after the 30-day notice period the failure that is the basis of the intent to terminate has not been cured to the reasonable satisfaction of the City, either party may terminate this Agreement upon five (5) business days' written notice delivered by certified mail, return receipt requested upon the other party, at the party's last known address.
- B. Contractor may terminate this Agreement for a material breach by the City upon sixty (60) days' written notice; provided, however, that the City shall have the duration of said 60-day notice period to cure such material breach. If the City cures any material breach noticed by Contractor within the 60-day period, Contractor shall not terminate this Agreement for cause.

14. ASSIGNMENT

This Agreement is assignable only by agreement of the parties. If Contractor sells substantially all of its business, the City reserves the right to negotiate a new agreement with the purchaser of such business. The City reserves the right to terminate this Agreement by delivering notice of termination to the Contractor within thirty (30) days after such a sale and to negotiate a new agreement for recycling collection services with the purchaser or through a competitive bidding process.

15. INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Contractor shall at all times remain an independent contractor with respect to the services to be performed under this Agreement. Any and all employees of the Contractor or other persons engaged in the performance of any work or services required by the Contractor under this Agreement shall be considered employees or sub-contractors of the Contractor only and not of the City; and any and all claims that might arise, including workers' compensation claims under the Workers' Compensation Act of the State of Minnesota or any other state, on behalf of said employees or other persons while so engaged in any of the work or services provided to be rendered herein, shall be the sole obligation and responsibility of the Contractor.

16. DATA PRACTICES

ATTACHMENT A

Recycling Cart and Dumpster Management and Operations

This Attachment outlines details for the management and operations of the recycling carts and dumpsters. This Attachment shall be incorporated by reference into the Agreement.

Residents shall be instructed by the Contractor and the City that all recyclables (e.g., paper, cans, bottles, etc.) must be placed inside the recycling cart. As long as residents call ahead of time, "Occasional" overflow recyclables can be placed outside of the cart in bins or paper bags (e.g., once after a holiday, etc.) as further specified below.

1. If single-unit dwelling residents with curbside/alley service have overflow recyclables three times within two months, the Contractor will notify the resident in writing, copy the City and switch the resident to a large (94-gallon) cart at no additional charge to the resident. The City will purchase a small number (five percent) of large carts in addition to the standard medium carts. If overflow is regular, the Contractor's driver shall place a tag on the cart with instructions on how the resident may obtain a larger or second cart.
2. All recycling containers must be maintained in proper operating condition by the Contractor and be reasonably clean and sanitary. The Contractor shall notify the property owner if recycling carts or dumpsters are not in reasonably clean and sanitary condition. If the property owner does not comply with the Contractor's request to clean the cart or dumpster, the Contractor shall notify the City to help enforce compliance.
3. If MUD residents consistently have overflow recyclables, the Contractor will adjust the number or size of containers and/or the frequency of collection with the permission of the property owners and the City Recycling Coordinator or designee.
4. The City buildings and parks will be serviced by City Public Works who will put the recyclables in standard recycling carts (or a standard dumpster) at the City Hall and the Warming House at the Community Park. The number of carts (or a single stream recycling dumpster) and collection frequency will initially be once per week. If these containers at the City facilities consistently have overflow recyclables, the Contractor will adjust the number or size of containers and/or the frequency of collection.
5. The Contractor will maintain a sufficient cart and dumpster inventory of containers that will be purchased by the City. The Contractor shall service and repair these containers to meet supply and demand needs for the entire term of the Agreement. The Contractor will provide annual cart inventory updates, including initial container count, containers placed, containers removed, containers destroyed and containers "lost." The cart inventory, as of June 2024: 30 – 90 gallon carts, 44 – 64 gallon carts and 52- 32 gallon carts.
6. The City will instruct residents to place recycling carts at the edge of the curbside or at the alley line on collection day, placing the cart with the handle toward the house and the lid opening toward the street. Carts must be placed on the ground, not on snowbanks or other structures or behind other carts. The Contractor shall collect from each participating household all acceptable materials that have been prepared according to publicized procedures. The Contractor shall place the emptied cart back

down in the same curbside/alley location as it was set by the resident; however in no case is the cart to be left in the street ~~or alleyway in a manner that blocks traffic.~~

7. The City shall be responsible for the cost of the new recycling carts and dumpsters and the physical educational material on the carts including the in-mold label.

ATTACHMENT B

List of MUD Property Information

Estimates of numbers of recycling carts and dumpsters currently in place *

Building Name	Address	Containers	Account notes for driver, if any
City Gables	1609 Pleasant St	Two 2 yard dumpsters & Eight 96 gallon carts	Key (2 keys). Two sites in garage (1609 & 1611) - one just inside garage and a second site with in middle of garage.
1846 Walnut St	1846 Walnut St	Two 96 gallon carts	
1850 Walnut St	1850 Walnut St	Two 96 gallon carts	
1871 Walnut St	1871 Walnut St	Three 96 gallon carts	
Rosehill Apartments	1627 Carl St	Eight 96 gallon carts	Site 1: 2393 Larpenteur. Site 2: 1623-27 Carl by entryway.
Crossroads Apartments	2400 Larpenteur Ave	Four 96 gallon carts	
Lauderdale Hollows	1618 Eustis St	Twelve 96 gallon carts	Site 1: 1642 Larpenteur Site 2: by 1618 Eustis on Idaho. Site 3: behind 1626-1630 Eustis.
Brandy Chase at Rose Hill	1712 Pleasant St	Eighteen 96 gallon carts	Groups of carts in 4 parking areas between garages. 2 lots are accessible from Pleasant St and 2 lots are accessible from Fulham St.
Greenway Village	1578 Eustis St	Twelve 96 gallon carts	Enter south driveway- take a left. In fence enclosure.
The Fern	1795 Eustis St	Two 96 gallon carts	

* The number of recycling carts or dumpsters may change based on a request from the Contractor or the MUD property owner. Any such change must first be approved by the City in writing (e.g., via email).

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ATTACHMENT C:

Map of MUD Properties

Attachment C



1871 Walnut (7 units)

1850 Walnut (6 units)

1846 Walnut (6 units)

The Fern

Brandychase Condos

City Gables

Lauderdale Hollows

Crossroads Apartments

Rosehill Apartments

Greenway Village



Client: Business Council T&P
 Project: City of Lauderdale
 Prepared by: AAJL Date: 06/20/24
 Checked by: CGR Date: 06/20/24

Legend:
 Recycling Only Contract Weekly Collection
 Recycling Only Contract EDW Collection
 Combined Contract EDW Collection

Municipality	Municipality Recycling & Trash	Population (from census data) ¹	# Single Dwelling Units (SDUs)	# Multi Dwelling Units (MDUs)	Type of Collection Contract	Recycling Contract Start	Recycling Contract End	Recycling Hauler	Frequency of Recycling Collection	Annual Recycling Collected (tons)	City Owned Carts?	Recycling Cart Size	Offer Multiple Carts	MDUs Included	Risk/Reward & Sharing?	PAYT	Set Aside Increase	Processing Fee	Recycling Fee - SDUs	Recycling Fee - MDUs	Bill Frequency	Recycling Notes	Other Notes to be Considered
Lauderdale	Jim Bowen/ Assistant to City Administrator	2,271	543	69	Recycling Only (single hauler)	7/1/2024	10/31/2029	Eureka Recycling	Weekly	•	Yes	65-gal	No	Yes	No	No	3% or CPI, whichever is higher, capped at 3%	•	\$ 7.61	\$ 7.61	Monthly	Pricing is the same for SDU & MDU	•
Shoreview	Krista Billbeck/ Neighborhood Services Coordinator	26,921	9,927	2,441	Recycling Only (single hauler)	1/1/2024	12/31/2029	Eureka Recycling	Weekly	2,299 SDUs/ 132 MDUs	Yes	95-gal	No	Yes	No	No	•	•	PROPOSED: \$10.00 with 7% annual CPI increase / \$12.02 with annual CPI increase	PROPOSED: \$10.00 with 7% annual CPI increase / \$12.02 with annual CPI increase	Monthly	Pricing is the same for SDU & MDU	Warm table to get their final as. What is the final price based on the RFP, not final contracted terms.
Arden Hills	Dave Bernick/ City Administrator	9,929	2,500	709	Recycling Only (single hauler)	2020	April 31, 2025	Republic	Weekly	•	Yes	65-gal	Yes	Yes	Yes	No	3% or CPI, whichever is less	\$ \$66/ton	\$ 3.39	\$ 4.25/cont / \$50/compactor	Monthly	Eligible RDUs with more than one (1) cart will be charged an additional \$10.00 per household per month per cart.	Just because RFP process. You will be charged an additional \$10.00 per household per month per cart. Pricing is likely to be more than double (or in the 2x or 3x range)
Falcon Heights	Heather Neesh/ Community Development Coordinator	5,569	1,232	704	Recycling Only (single hauler)	2011	Undetermined	Tennis	Weekly	43275	No	•	•	Yes	•	•	•	•	\$ 4.75	•	Monthly	Billing is through Saint Paul Regional Water Services	They do not own their carts. Have been in this recycling contract for a long time. Likely will see a big increase in the future of current contract.
White Bear Lake	Corinne Tallon/ Coordinator	24,683	•	•	Combined	•	12/31/2024	Republic	Weekly	•	No	•	Yes	Not included	Yes	•	•	\$ \$1.50/quarter	\$ 21.85	•	Monthly	Includes refuse, before taxes.	These are current contract numbers. Do not have new upcoming contract numbers at this time.
North Saint Paul	Chris Chene / Community Development Admin Asst	12,364	•	•	Combined	•	12/31/2024	Tennis	Weekly	•	Yes	•	Yes	Up to 3 units	•	•	•	\$ 7.30	•	Monthly	Recycling only fee, does not include taxes	Do not have new upcoming contract numbers at this time. Looking at two-year extension.	
New Brighton	Scott Egan/ Code Compliance Officer	23,454	6,303	•	Recycling Only (single hauler)	1/1/2024	12/31/2028	Republic	EDW	•	No	65-gal initially, larger carts available	Yes	•	No	No	•	•	\$ 4.69	\$ 2.50	Monthly	•	•
Roseville	Ryan Johnson / Environmental Manager	36,254	9,434 ²	6,574 ²	Recycling Only (single hauler)	•	6/30/2025	Eureka Recycling	EDW	3,200 SDUs/ 600 MDUs	No	•	Yes	Yes	Yes	No	•	•	\$ 4.83	•	Monthly	•	Roseville is presently actively going out for RFP with the new contract starting in 2025
Maplewood	Shawn Finelli/ Environmental Planner	42,088	11,345	4,206	Combined but separate contracts for Trash & Recycling	7/1/2020	6/30/2027	Tennis	EDW	•	No	•	Yes	Up to 4 units	No	Yes	•	•	\$ 5.60	\$ 5.60	Monthly	Recycling only, does not include taxes or fees	Maplewood has separate trash and recycling but separate hauler contracts for each service.

Note: This data presented is a summary of key components of the referred municipalities hauling contracts. These contracts cannot be equally compared as there are numerous factors, some of which cannot be shown in this table, that determine pricing. EDW = per yard as you through. Residents get charged for the amount of trash disposed of.

PAYT = pay as you through. Residents get charged for the amount of trash disposed of.

1 Test in bold is for attention calling

2 Source: mpr/rtdms.com/us

3 Defined as units in five or more unit buildings or mobile home parks.

4 Data could not be determined