

<p><b>LAUDERDALE CITY COUNCIL MEETING AGENDA</b> <b>7:00 P.M. TUESDAY, MARCH 11, 2025</b> <b>LAUDERDALE CITY HALL, 1891 WALNUT STREET</b></p>
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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**

2. **ROLL CALL**

3. **APPROVALS**

- a. Agenda
- b. Minutes of the February 25, 2025 City Council Meeting
- c. Claims Totaling \$137,638.39

4. **CONSENT**

- a. Street Sweeping Agreement with Mike McPhillips, Inc.
- b. Tree Trimming and Removal Services Agreement with Blue Chip Tree Company
- c. Refuse Hauler Licenses

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.

8. **DISCUSSION / ACTION ITEM**

9. **ITEMS REMOVED FROM THE CONSENT AGENDA**

10. **ADDITIONAL ITEMS**

11. **SET AGENDA FOR NEXT MEETING**

- a. February Financial Report
- b. NineNorth and Cable Commission Update by Jeff Ongstad
- c. Annual Audit Presentation (April 8)
- d. Annual St. Anthony Police Department Presentation (April 22)

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**

You are invited to a Zoom webinar!

When: Mar 11, 2025 07:00 PM Central Time (US and Canada)

Topic: March 11, 2025 Lauderdale City Council Webinar

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/89974360012?pwd=aegMGSbaw8zxosd4ex7aMRfu5MZK9a.1>

Passcode:058786

Join via audio:

+1 309 205 3325 US

+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

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

+1 386 347 5053 US

+1 507 473 4847 US

+1 564 217 2000 US

+1 669 444 9171 US

+1 669 900 9128 US (San Jose)

+1 689 278 1000 US

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

Webinar ID: 899 7436 0012

Passcode: 058786

International numbers available: <https://us02web.zoom.us/j/kEV3gjf8m>

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

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February 25, 2025

**Call to Order**

Mayor Gaasch called the Regular City Council meeting to order at 7:02 p.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; Jim Bownik, Assistant to the City Administrator; and Miles Cline, Deputy City Clerk.

**Approvals**

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

Mayor Gaasch asked if there were corrections to the minutes of the February 11, 2025, City Council meeting. There being none, Councilor Kelly moved and seconded by Councilor Sayre to approve the February 11, 2025, City Council meeting minutes. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Dains moved and seconded by Councilor Kelly to approve the claims totaling \$42,771.67. Motion carried unanimously.

**Consent**

Councilor Kelly moved and seconded by Councilor Pulford to approve the Consent Agenda thereby acknowledging the January financial report and approving the quotes for the council chambers air handler replacement, and the 2026-2030 Ramsey County GIS Users Group Joint Powers Agreement.

**Discussion/Action Item**

A. Authorize Stantec to bid the 2025 Sanitary Sewer Structure Repairs

Butkowski explained that prior to doing a mill and overlay of City streets in the next few years, the sanitary sewer manholes need rehabilitation. Some have been repaired because the concrete rings failed and resulted in issues that affected drivers. All the manholes were televised to assess their condition last year. The next step is to bid the project to repair the manholes this summer. The city engineer estimates the cost to be \$340,000. Some of the work will be covered by a grant from the Metropolitan Council as this work will remove storm water inflow and infiltration into the sanitary sewer system.

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February 25, 2025

Councilor Sayre made a motion authorizing Stantec to bid the 2025 sanitary sewer structure repairs as provided. This was seconded by Councilor Dains and carried unanimously.

B. Resolution No. 022525A Authorizing Submission of an Application for a Municipal Cannabis Retail License

The Office of Cannabis Management (OCM) is accepting applications from cities for cannabis retailer licenses until March 14. Butkowski explained that if the City Council wants to keep the discussion around cannabis moving forward, the City must apply by that date. If the City's application passes OCM's initial reviews, the City would have 18 months to establish a cannabis business or pass on the license. The City's consulting planner addressed the Council regarding her ability to prepare the application materials if directed by the Council to do so.

Councilor Pulford made a motion to adopt Resolution No. 022525A Authorizing Submission of an Application for a Municipal Cannabis Retail License. This was seconded by Councilor Sayre and carried unanimously.

C. Cooperative Agreement with Ramsey County Regarding Eustis Street

Butkowski said staff reached final agreement with Ramsey County regarding Eustis Street. The final issue staff was discussing with them was section 7.3.2. Staff argued against the language based on past practices regarding sidewalk maintenance. In reality, the City agreed to take on this responsibility in a 1996 agreement with Ramsey County. Unless the Council disagrees, the agreement is ready for adoption.

Councilor Kelly made a motion to approve Ramsey County's Cooperative Agreement with the City of Lauderdale for County Project No. P-3397 2025 Eustis Street Improvements. This was seconded by Councilor Sayre and carried unanimously.

D. Resolution No. 022525B Adopting the Ramsey County Hazard Mitigation Plan 2025

Staff worked with Ramsey County Emergency Management on updating the county-wide Hazardous Mitigation Plan. The complete plan is over 200 pages, so staff made it available on the City's website in the Fire Department section, which can also be accessed by the link below:

[https://www.lauderdalemn.org/sites/g/files/vyhlf6506/f/pages/ramsey\\_county\\_mn\\_hmp\\_2025.pdf](https://www.lauderdalemn.org/sites/g/files/vyhlf6506/f/pages/ramsey_county_mn_hmp_2025.pdf)

With the adoption of this plan, Ramsey County will be eligible for federal funding should a disaster happen in the county.

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February 25, 2025

Councilor Sayre made a motion to adopt Resolution No. 022525B—A Resolution Adopting the Ramsey County Hazard Mitigation Plan 2025. This was seconded by Councilor Pulford and carried unanimously.

**Set Agenda for Next Meeting**

Butkowski stated that the March 11 Council meeting will likely be brief and include a couple of routine consent agenda items.

**Work Session**

**A. Community Development Update**

Butkowski stated that staff recently had discussions with St. Anthony and Falcon Heights regarding the resumption of SAPD services in Falcon Heights. Their hiring has been going better than expected.

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

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

Daryl Johnson, 1721 Fulham Street, Unit H, joined the meeting via Zoom. He was intending on addressing the Council on issues related to cannabis but decided to hold his questions until the next City Council meeting in order to address them in person.

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

**Adjournment**

Councilor Kelly moved and seconded by Councilor Dains to adjourn the meeting at 7:45 p.m. Motion carried unanimously.

Respectfully submitted,

*Miles Cline*

Miles Cline  
Deputy City Clerk



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

### **Request for Council Action**

**To:** Mayor and City Council  
**From:** City Administrator  
**Meeting Date:** March 11, 2025  
**Subject:** List of Claims

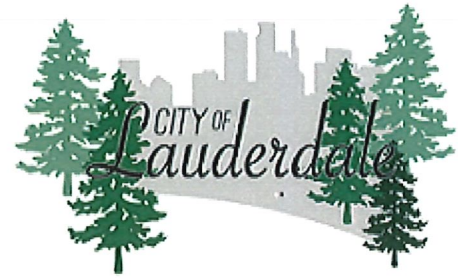
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The claims totaling \$137,638.39 are provided for City Council review and approval that includes check numbers 29306 to 29319.

# Accounts Payable

## Checks by Date - Detail by Check Date

User: miles.cline  
Printed: 3/7/2025 9:03 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	34	AFSCME MN Council 5 PR Batch 50500.02.2025 Union Dues	02/28/2025 PR Batch 50500.02.2025 Uni	249.92
Total for this ACH Check for Vendor 34:				249.92
ACH	389	BCBSM Inc PR Batch 50500.02.2025 Vision Insurance	02/28/2025 PR Batch 50500.02.2025 Visi	12.82
Total for this ACH Check for Vendor 389:				12.82
ACH	415	Securian Life Insurance Company PR Batch 50500.02.2025 Life Insurance	02/28/2025 PR Batch 50500.02.2025 Life	229.23
Total for this ACH Check for Vendor 415:				229.23
ACH	423	Madison National Life Ins Co Inc PR Batch 50500.02.2025 Short Term Disability PR Batch 50500.02.2025 Long Term Disability	02/28/2025 PR Batch 50500.02.2025 Sho PR Batch 50500.02.2025 Lon	101.90 110.84
Total for this ACH Check for Vendor 423:				212.74
ACH	43	Public Employees Retirement Association PR Batch 50500.02.2025 PERA Coordinated PR Batch 50500.02.2025 PERA Coordinated	02/28/2025 PR Batch 50500.02.2025 PER PR Batch 50500.02.2025 PER	1,211.10 1,397.42
Total for this ACH Check for Vendor 43:				2,608.52
ACH	44	Minnesota Department of Revenue PR Batch 50500.02.2025 State Income Tax	02/28/2025 PR Batch 50500.02.2025 Stat	897.87
Total for this ACH Check for Vendor 44:				897.87
ACH	45	ICMA Retirement Corporation PR Batch 50500.02.2025 Deferred Comp PR Batch 50500.02.2025 Deferred Comp	02/28/2025 PR Batch 50500.02.2025 Defi PR Batch 50500.02.2025 Defi	1,777.14 1,087.30
Total for this ACH Check for Vendor 45:				2,864.44
ACH	46	Internal Revenue Service PR Batch 50500.02.2025 FICA Employee Portio PR Batch 50500.02.2025 Medicare Employer Po PR Batch 50500.02.2025 FICA Employer Portio PR Batch 50500.02.2025 Medicare Employee Pc PR Batch 50500.02.2025 Federal Income Tax	02/28/2025 PR Batch 50500.02.2025 FIC. PR Batch 50500.02.2025 Mec PR Batch 50500.02.2025 FIC. PR Batch 50500.02.2025 Mec PR Batch 50500.02.2025 Fed	1,475.66 345.15 1,475.66 345.15 2,362.07
Total for this ACH Check for Vendor 46:				6,003.69
Total for 2/28/2025:				13,079.23
29306	13	8th Day Landscaping LLC	03/11/2025	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11776	February Snow Removal		710.00
			Total for Check Number 29306:	710.00
29307	383 S1 474681030125	Aspen Waste Systems of Minnesota Inc March Refuse Service	03/11/2025	640.24
			Total for Check Number 29307:	640.24
29308	29 4552	City of St Anthony February Police Services	03/11/2025	87,704.42
			Total for Check Number 29308:	87,704.42
29309	2 IN61651	City of St Paul Bi-Annual Lighting Electricity	03/11/2025	19.50
			Total for Check Number 29309:	19.50
29310	61 5020541	Gopher State One Call February Locate Tickets	03/11/2025	18.90
			Total for Check Number 29310:	18.90
29311	82 032025	Home Depot New Broom and Cleaning Supplies	03/11/2025	46.76
			Total for Check Number 29311:	46.76
29312	30 425190	League of Minnesota Cities JB - 2025 Safety & Loss Control Workshop	03/11/2025	20.00
			Total for Check Number 29312:	20.00
29313	444 005335	Mark's Aerial Service 1929 Pleasant Street - Petition and Waiver Trees	03/11/2025	12,000.00
			Total for Check Number 29313:	12,000.00
29314	387 2508 2508 2508	Metro-INET March IT/Phone March IT/Phone March IT/Phone	03/11/2025	624.71 315.17 1,874.12
			Total for Check Number 29314:	2,814.00
29315	24 0001184773	Metropolitan Council Environmental Serv April Waste Water	03/11/2025	14,836.69
			Total for Check Number 29315:	14,836.69
29316	96 032025	Minnesota Secretary of State Notary Renewal - JB	03/11/2025	120.00
			Total for Check Number 29316:	120.00
29317	84 032025 032025 032025 032025 032025 032025	North Star Bank Cardmember Services HB - Parking for Lucky Leaf Event Costco - Paper Towels for City Hall Flowerama HB - Lucky Leaf Exhibition DP - Lucky Leaf Exhibition Target - Office Supplies	03/11/2025	20.00 45.78 16.47 42.82 42.82 13.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	032025	Amazon - Games for Day in the Park		111.88
	032025	February Costco Fuel		61.85
	032025	Costco - End of Season Warming House Treats		85.52
	032025	February Costco Fuel		288.67
	032025	Amazon - General Supplies		12.55
	032025	February Costco Fuel		61.86
Total for Check Number 29317:				804.17
29318	4	The Neighborhood Recycling Company Inc	03/11/2025	
	SI013488	February Multi-Family Recycling		601.19
	SI013488	February Single Unit Dwelling		4,132.23
Total for Check Number 29318:				4,733.42
29319	425	Vestis	03/11/2025	
	2500611989	February Uniforms		22.77
	2500611989	February Uniforms		22.76
	2500617981	March Uniforms		22.77
	2500617981	March Uniforms		22.76
Total for Check Number 29319:				91.06
Total for 3/11/2025:				124,559.16
Report Total (22 checks):				137,638.39

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

Consent   X    
Public Hearing         
Discussion         
Action         
Resolution         
Work Session       

Meeting Date

March 11, 2025

ITEM NUMBER

Street Sweeping Contract

STAFF INITIAL

HB

APPROVED BY ADMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

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

Staff asked Mike McPhillips, Inc. to quote three sweeps in 2025. 2022 was the first year we did three sweeps and it was worth it since leaves in autumn do not fall uniformly. Ultimately, this kept more debris out of catch basins and prevented pollution.

### OPTIONS:

### STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves contracting with Mike McPhillips, Inc. to perform the 2025 street sweepings per the terms of the service agreement.

# City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

The City of Lauderdale is requesting a quote for *three* sweeping in spring and fall in 2025 based upon the included map. Timing of the sweeps will be coordinated by the city administrator. The last fall sweeping is expected to occur after the vast majority of the leaves have fallen.

## PROCEDURE

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

## CITY TO PROVIDE

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

## CONTRACTOR TO PROVIDE

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

**The City reserves the right to accept or reject quotes for any reason.**

Company Name Mike McPhillips, Inc. Company Contact Michael Edge

Address 825 Concord Street North

City South St. Paul State MN Zip 55075

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

Total for three sweeps not to exceed (including labor): \$ 19,750.00

Cost per additional sweeping, if requested by the City (Hourly rate): \$ 140.00

Signature: Michael Edge Date: 2/24/2025

CONTACT: Heather Butkowski, City Administrator: 8:00 a.m. – 4:30 p.m., Monday - Friday.

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

This contract (the "Agreement") is made and entered into this 11<sup>th</sup> day of March, 2025, between the City of Lauderdale, Minnesota (the "City"), and Mike McPhillips, Inc., (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services:

- Sweep streets, alleys, and parking lots per the attached plan.
- This is approximately 5.5 miles of streets.
- The timing of the sweepings will be coordinated with the city administrator.
- All sweepings must be hauled away by the contractor at contractor's expense.
- The first day of work must be a Tuesday, Wednesday, or Thursday. No street sweeping may be done on Monday.

2. Compensation. The City agrees to pay the Contractor an amount not to exceed the quoted price of \$19,750.00. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

3. Term. This agreement is applicable for three street sweepings in 2025.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

- A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit. The City shall be named as an additional insured.
- C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

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

7. General Provisions.

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

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

**City of Lauderdale, Minnesota**

**Contractor**

By: \_\_\_\_\_  
Mary Gaasch, Mayor

\_\_\_\_\_  
Michael Edge, Mike McPhillips, Inc.

And: \_\_\_\_\_  
Heather Butkowski,  
City Administrator

## LAUDERDALE COUNCIL ACTION FORM

**Meeting Date**

March 11, 2025

**Agenda Item**

Tree Agreement

**Action Requested**

Consent	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input type="checkbox"/>

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

Blue Chip Tree Company has provided tree removal services for Lauderdale for some time but the relationship wasn't formalized through an agreement. With the expanding tree diseases, city staff have relied on Blue Chip more and more to diagnose tree issues, especially trees that are at risk of harming humans and property. This makes it more important to formalize an agreement for the tree removal services and advice we receive from Blue Chip Tree Company. Please review the attached agreement and let staff know if there are any questions.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council approves the Tree Trimming and Removal Services Agreement with Blue Chip Tree Company.

## TREE TRIMMING AND REMOVAL SERVICES AGREEMENT

This Tree Trimming and Removal Services Agreement (the “Agreement”) is made and entered into this 11<sup>th</sup> day of March, 2025, by and between the City of Lauderdale, a Minnesota municipal corporation, 1891 Walnut Street, Lauderdale, MN 55113 (“City”) and Blue Chip Tree Company, a Minnesota corporation, 7700 110<sup>th</sup> Street South, Cottage Grove, MN 55016 (the “Contractor”). The City and the Contractor may hereinafter be referred to individually as a “Party” or collectively as the “Parties.”

### RECITALS

- A. The City desires to hire a contractor to provide all equipment, materials, and personnel as may be needed to provide the tree trimming, removal and related services described herein (collectively, the “Services”); and
- B. The City has selected the Contractor to provide the Services and the Contractor is agreeable to providing the Services in accordance with the terms and conditions as set out herein; and
- C. The total estimated amount of the Services to be provided by the Contractor under the Agreement is less than \$25,000.

### AGREEMENT

In consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the City and the Contractor hereby agree as follows:

- 1. **Term.** This Agreement shall commence as of the date first written above and shall terminate on December 31, 2026. The Agreement may be extended in one year increments up to an additional two years by written agreement of the Parties.
- 2. **Scope of Services.** The Services include evaluating the condition of trees on public and private property to determine whether the trees are diseased, damaged or pose a safety hazard and trimming or removing trees on public property. The Services may also include stump removal. The Services may extend to trimming or removing trees on private property at the specific direction of the City. The Contractor agrees to provide all equipment, materials, and personnel as needed to complete the Services in accordance with the Agreement. All Services shall be provided only at the request and direction of the city administrator on behalf of the City.
- 3. **Protection of Public and Private Property.** The Contractor shall perform the Services in a workmanlike manner, in a timely and competent fashion, and take all steps necessary to protect personal property and the public from injury arising from the Contractor’s performance of the Services under this Agreement. The Contractor shall exercise caution and perform all work with prudent care to protect existing utilities, structures, sidewalks, trees, sod and other amenities while completing the Services. Equipment operators shall

refrain from making aggressive turning movements and avoid wheel marking on streets, driveway and sidewalk surfaces. Equipment shall be kept in good working condition. Any equipment found to be leaking fluids shall be immediately repaired or removed from the project.

4. **Tree Removal and Trimming Services and Pricing.** The Contractor shall provide all equipment, including cranes when needed, transportation of equipment, fuel, labor and other supplies necessary to trim or remove identified and approved trees on public or private property. All branches, limbs and forestry debris shall be cleaned up and removed by the Contractor unless otherwise specified by the city administrator or public works coordinator. The Contractor will estimate the price of each tree trimmed or removed and provide the pricing to the city administrator for authorization prior to completing any tree trimming or removal work. The city administrator is authorized to approve trimming or removal of trees on public property. The quoted rates are all-inclusive amounts to provide the Services and the City is not required to pay the Contractor any expenses, surcharges, fees, or other additional amounts related to the provisions of the Services.
5. **Stump Grinding Services and Pricing.** The Contractor shall provide all equipment, transportation of equipment, fuel, labor and other related supplies needed to remove stumps from public property when requested by the City. Stumps shall be ground six inches below grade unless otherwise specified. All stump materials, roots, logs, sod or any debris relating to stump grinding shall be removed by the Contractor. Any holes left after removal shall be filled with soil equal to or better than the soils found on the job site and seeded. The cost to grind the stump and restore the area with black dirt and seed shall be included in the quoted cost unless otherwise specified by the city administrator.
6. **Arborist Services and Pricing.** The Contractor shall provide an ISA certified arborist to identify shade tree diseases on public and private property. This primarily includes oak wilt, Dutch elm disease, emerald ash borer, and other emerging tree diseases. The Contractor shall make recommendations on treatment and removal options. The Contractor shall provide the City with tree risk assessment of public and private trees. The Contractor will provide arborist services without additional cost unless otherwise agreed to. The arborist services shall be exclusively at the request of and for the benefit of the City and do not extend to residents, property owners, or the general public.
7. **Invasive Species Services and Pricing.** The Contractor shall provide all manual labor and transportation of equipment, and other basic tools needed to remove buckthorn and other invasive species if requested by the City. All buckthorn stumps will be treated with an appropriate herbicide.
8. **Utility Locates.** The Contractor is responsible for requesting utility locates in advance of work as needed as determined by the Contractor.
9. **Work Hours.** Work shall be performed by the Contractor only between the hours of 7:00 a.m. and 7:00 p.m. on weekdays. Weekend work will be coordinated with the city administrator or public works coordinator as needed and in emergency situations.

10. **Claims for Payment.** The Contractor must submit written claims for Services performed to receive payment from the City. The claims shall be sufficiently detailed and endorsed to substantiate the requests for payment and comply with the requirements of Minnesota Statutes, section 471.38.
11. **Independent Contractor.** The Contractor agrees it is an independent contractor for all purposes and nothing herein shall be construed as creating an employment relationship between the Contractor and the City. The City will not provide the Contractor with any training with respect to the skills needed to perform the Services required by this Agreement. The Contractor acknowledges that any general instruction that it may receive from the City will have no effect on its status as an independent contractor. The Contractor is not eligible to receive workers' compensation, unemployment insurance, employee pension, health insurance, vacation or sick pay or any other benefit or compensation from the City. The Contractor is responsible for withholding, reporting and paying any taxes on the payments that it receives from the City. Upon demand, the Contractor shall provide the City with proof that such payments have been made. This Agreement does not create a partnership relationship or joint venture between the City and the Contractor. The Contractor does not have the authority to enter into contracts on the City's behalf except that it may subcontract with others to provide Services with the specific prior written approval of the city administrator.
12. **Insurance Requirements.** The Contractor will provide and maintain at all times during the term of this Agreement such insurance coverages as are indicated on the certificate of liability insurance attached hereto as Exhibit A. Such policy or policies shall apply to the extent of, but not as a limitation upon or in satisfaction of, the indemnity provisions of this Agreement. The provisions of this section shall also apply to all subcontractors engaged by the Contractor with respect to this Agreement, and the Contractor shall be entirely responsible of securing the compliance of all such persons or parties with these provisions. All policies required by this Agreement shall be issued by financially responsible insurers licensed to do business in Minnesota. The Contractor shall not commence or perform any of the Services under this Agreement until certificates of insurance are presented to the City showing the required coverages are in full force and effect with at least the required coverage limit amounts.
13. **Indemnification.** Any and all claims that arise or may arise against the Contractor, its agents, servants, or employees as a consequence of any act or omission on the part of the Contractor or its agents, servants, or employees while engaged in the performance of the Services shall in no way be the obligation or responsibility of the City. The Contractor shall indemnify, hold harmless, and defend the City, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney fees which the City, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the Contractor, its agents, servants or employee, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

14. **Liability Limitations.** Nothing in this Agreement shall constitute or be construed as a waiver by the City of any limitation on or immunities from liability available to the City under Minnesota Statutes, Chapter 466 or other law.
15. **Termination.** Either Party may terminate this Agreement, with or without cause, upon 30 days' written notice to the other Party. Without limitation of the foregoing, the City may immediately terminate this Agreement or may pursue any other remedies available remedies at law or in equity that are necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of this Agreement if it determines any of the following has occurred: failure to adequately perform or deliver the required Services; failure to following the specifications or standards established by this Agreement; failure to perform or complete the Services in a timely fashion as established by the City; or failure to correct deficiencies within 10 days. If the City terminates this Agreement for the Contractor's failure to perform, it shall provide the Contractor written notice that includes the reasons for the termination.
16. **Preservation of Other Remedies.** The rights and remedies of the City provided in this Agreement shall not be exclusive and are in addition to any other rights and remedies provided by law.
17. **Subcontracting and Assignment.** The Contractor shall not subcontract or assign any portion of this Agreement without prior written permission of the city administrator.
18. **Required Submittals.** The Contractor must be licensed by the City each year before commencing any of the Services.
19. **Notices.** Any notices provided under this Agreement shall be delivered or personally sent by U.S. Mail, postage prepaid to the following:
- (a) To the City at: Heather Butkowski  
City Administrator  
City of Lauderdale  
1891 Walnut Street  
Lauderdale, MN 55113
- (b) To the Contractor at: Rod Mead  
Blue Chip Tree Company  
7700 110<sup>th</sup> Street South  
Cottage Grove, MN 55016
20. **Legal Compliance.** The Contractor is required to comply with all applicable federal, state, and local laws, rules, regulations, and ordinances in the performance of the Services and shall obtain any licenses, permits, or permissions that may be required to undertake and complete the Services.

21. **Nondiscrimination.** The Contractor agrees to comply with the provisions of all applicable federal, state, and local laws, rules, regulations, and ordinances pertaining to civil rights and nondiscrimination including, without limitation, Minnesota Statutes, section 181.59. Failure to comply with this requirement, as reasonably determined by the City, may result in the termination of this Agreement.
22. **Conflict of Interest.** The Contractor may enter into contracts to trim or remove trees or perform similar work on private property within Lauderdale at the request and expense of private property owners. However, the Contractor agrees that it will not, during the term of this Agreement, enter into an agreement or contract or otherwise accept employment for the performance of any work or service with any individual, business, partnership, corporation, government, governmental unit, or any other organization that would create a conflict of interest in the performance of its obligations under this Agreement.
23. **Entire Agreement.** This writing represents the entire Agreement and understanding of the Parties with respect to the subject matter hereof and supersedes any and all previous agreements of whatever nature between the Parties with respect to the subject matter. This Agreement may not be altered or amended except by an agreement in writing signed by the Parties. Without limitation of the foregoing, no claim for extra work done or materials furnished by the Contractor will be made by the Contractor or allowed by the City, nor shall the Contractor do any work or furnish any materials not covered by this Agreement, unless such work or materials is ordered in writing by the city administrator.
24. **City Obligation.** All covenants, promises, agreements, and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements, and obligations of the City, and not of any governing body member, officer, agent, servant, or employee of the City in that person's individual capacity.
25. **Non-Exclusivity.** This Agreement is not exclusive. The City, in its sole discretion and without limitation, may retain additional contractors or subcontractors to perform services of the same or similar nature as any or all of the Services to be provided under this Agreement. Such services shall be provided independently from this Agreement and under such terms and conditions to which the City and the other contractors or subcontractors may agree. Nothing in this Agreement shall be construed as limiting the City's right to retain the services of other contractors.
26. **Prompt Payment of Subcontractors.** If the Contractor is authorized to use a subcontractor in the delivery of the Services, the Contractor shall pay the subcontractors for undisputed services provided by them within 10 days of receiving payment from the City and shall otherwise comply with Minnesota Statutes, section 471.425, subd. 4a.
27. **No Waiver.** The waiver by either Party of a breach or violation of this Agreement, or failure of either Party to enforce any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach or violation or as a relinquishment of any rights hereunder.

28. **Applicable Law.** This Agreement has been made and its validity, performance, and effect shall be determined in accordance with the internal laws of Minnesota without regard to conflict of law provisions. Any dispute arising out of this Agreement shall be heard in the state or federal courts in Ramsey County, Minnesota and the Parties hereto waive any objection of such courts, jurisdictional or otherwise, and whether based on convenience or any other grounds.
29. **Data Practices.** Pursuant to Minnesota Statutes, section 13.05, Subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by the Contractor in performing the Services is subject to the requirements of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, (the “Act”) and the Contractor must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, section 13.08 apply to the Contractor. The Contractor does not have a duty to provide access to public data to the public if the public data are available from the City. The Contractor shall immediately notify the City if it receives a request under the Act and shall work with the City to ensure the response complies with the Act.
30. **Recitals and Exhibits Incorporated.** The recitals contained herein and the exhibits attached hereto are incorporated in and made part of this Agreement.
31. **Controlling Provisions.** The provisions of all documents constituting the Agreement shall be read together and reconciled to the greatest extent reasonably possible. To the extent there are any conflicting provisions that cannot be reconciled, the more specific provision shall generally be controlling.
32. **Authority.** Each of the undersigned Parties warrants that it has the full authority to execute this Agreement and each individual signing this Agreement on behalf of a Party hereby warrants that he or she has full authority to sign on behalf of the Party and that he or she represents and binds such Party thereby.
33. **Severability.** If any part of this Agreement is invalid or unenforceable under applicable law, that part shall be ineffective only to the extent of such invalidity or unenforceability without in any way affecting the remaining parts of the provision or this Agreement.

\* \* \* \* \*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date and year first written above.

**CONTRACTOR**

By: \_\_\_\_\_  
Rod Mead

Its: \_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

**CITY OF LAUDERDALE**

By: Mary Gaasch  
Its: Mayor

\_\_\_\_\_  
Signature

By: Heather Butkowski  
Its: City Clerk-Administrator

\_\_\_\_\_  
Signature

Date: March 11, 2025

**EXHIBIT A**

**CERTIFICATE OF LIABILITY INSURANCE**

**[to be included]**

## LAUDERDALE COUNCIL ACTION FORM

<b>Meeting Date</b>	February 25, 2025	<b>Agenda Item</b>	Refuse Hauler Licenses
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### Action Requested

Consent	<input checked="" type="checkbox"/>	Public Hearing	<input type="checkbox"/>	Discussion	<input type="checkbox"/>
Action	<input type="checkbox"/>	Resolution	<input type="checkbox"/>	Work Session	<input type="checkbox"/>

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

#### 2/1/25-1/31/26 Garbage Hauler Licenses

Applications include:

- A flat fee of \$250.00 per license (residential & commercial); \$500 for both.
- A combined application form for both residential and commercial.
- An important notice about post-collection cart placement for collection truck drivers.

Upon approval, the following four garbage companies will be issued residential and commercial refuse hauler licenses.

Republic Services  
Walter's  
Aspen  
Waste Management

### STAFF RECOMMENDATION:

By approving the consent agenda, the council is approving the 2025 refuse hauler licenses for these four companies.