

LAUDERDALE CITY COUNCIL MEETING AGENDA 7:00 P.M. TUESDAY, MAY 26, 2026 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

2. ROLL CALL

3. APPROVALS

- a. Agenda
- b. Minutes of May 12, 2026, City Council Meeting
- c. Claims Totaling \$98,534.83

4. CONSENT

- a. April Financial Reports
- b. Como Partnership L.L.L.P. Sanitary Sewer Agreement

5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

6. INFORMATIONAL PRESENTATIONS / REPORTS

- a. Annual Report by Eureka! Recycling

7. PUBLIC HEARINGS

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

8. DISCUSSION / ACTION ITEM

- a. Insurance Renewal - Municipal Tort Liability
- b. Contract for Architectural Services with Studio EA
- c. Quote for Storm Sewer Cleaning and Televising

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDAS FOR UPCOMING MEETINGS

- a. Ordinance Providing for Non-Residential Plumbing Permit Administration
- b. Revisions to Sewer Utility Ordinance
- c. Annual Report by County Commissioner MaryJo McGuire
- d. Presentation by District 10 Metropolitan Council Member Peter Lindstrom (June 23)

12. WORK SESSION

- a. Staff Project 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: May 26, 2026 07:00 PM Central Time (US and Canada)

Topic: May 26, 2026 Lauderdale City Council Webinar

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/83502864545?pwd=98FfpCv08zMdY5QPhoUfQWGxd7a9HK.1>

Webinar ID: 835 0286 4545

Passcode: 994469

Join via audio:

+1 305 224 1968 US

+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)

+1 719 359 4580 US

+1 253 205 0468 US

+1 253 215 8782 US (Tacoma)

+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

International numbers available: <https://us02web.zoom.us/j/83502864545?pwd=98FfpCv08zMdY5QPhoUfQWGxd7a9HK.1>

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

Page 1 of 4

May 12, 2026

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:02 p.m.

Roll Call

Councilors present: Jeff Dains, Sharon Kelly, Evan Sayre, Duane Pulford, and Mayor Mary Gaasch. Councilors absent: None.

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

Approvals

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

Mayor Gaasch asked if there were corrections to the minutes of the April 28, 2026, City Council meeting. Mayor Gaasch noted two changes that needed to be made. On page 4 the “west side” of the property should state the “east side,” and on page 5 “Fulton” should read as “Fulham” Street. There being nothing else, Councilor Kelly moved and seconded by Councilor Pulford to approve the April 28, 2026, City Council meeting minutes as amended. 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 \$128,809.83. Motion carried unanimously.

Consent

Councilor Dains moved and seconded by Councilor Kelly to approve the Consent Agenda thereby approving Resolution No. 051226A – Approving a Five-Foot Variance to the Front Yard Setback Requirement at 1765 Carl Street.

Informational Presentations/Reports

A. Annual Police Department Presentation by Chief Jeff Spiess

Chief Jeff Spiess attended the meeting to present the annual police report. He covered an array of topics from 2025 and answered questions from the Council.

Mayor Gaasch opened the floor at 7:49 p.m. to those interested in addressing the Council on this topic.

Steve Sventek, 1765 Carl Street, asked if the department keeps track of response calls by location. He asked about rumors of criminals drilling gasoline out of cars as a new form of syphoning. The Chief responded that the department does keep track of calls by location as well as a variety of means.

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

Page 2 of 4

May 12, 2026

Anne Feider, 1698 Eustis Street, shared that she has heard an increase in sirens. She was wondering if it was coming from The Fern residences. Additionally, she pointed out that bike safety laws have changed over the past couple of years. Finally, she was wondering if the police department had considered installing Flock cameras. The Chief responded that The Fern was not driving an excessive calls for service. He also noted that Flock cameras are useful to public safety officers but not currently being installed by St. Athony Police Department.

Robert Jacobson, 1747 Carl Street, shared that the traffic control signs installed around the City last year have helped. He said that a camper parked on Carl Street is an eyesore.

There being nobody else interested in speaking on this topic, Mayor Gaasch closed the floor at 8:01 p.m.

B. Annual Audit Presentation by Bonnie Schwieger of Abdo

Each year, a representative of Abdo presents the findings of the audit to the City Council. This year Bonnie Schwieger presented. Upon conclusion of the presentation, she fielded questions from the Council.

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

Steve Sventek, 1765 Carl Street, asked about the ash trees in the MnDOT right of way across from Peace Lutheran Church. Butkowski said she reported them to MnDOT but they are not eligible to be removed with the DNR tree grant.

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

Discussion/Action Item

A. Tennis Court Repair Quote

Court Surfaces and Repair installed the tennis and basketball courts twenty years ago and have performed all the maintenance since. While performing crack filling this summer, they noticed the high number of rocks poking through. The surface needs to be recoated this year before the rocks crack the surface to the point where the whole surface needs to be milled and redone. The cost to resurface the top layer is \$14,500. They said the cost to replace the entire top and subsurface is in the \$80,000 range.

Community members requested that the courts be striped for four instead of two pickleball courts. Staff will work this out with the contractor when they come to do the repairs.

Councilor Pulford made a motion to accept Court Surfaces and Repair's quote to resurface the Community Park tennis courts. This was seconded by Councilor Sayre and carried unanimously.

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

Page 3 of 4

May 12, 2026

B. Building Safety Month Proclamation

Rum River Consultants asked the City Council to adopt a proclamation for Building Safety Month. Education is a key component of their mission that they want to continue to promote building safety in all the communities they work in.

Councilor Sayre made a motion to adopt the Proclamation recognizing May as Building Safety Month. This was seconded by Councilor Pulford and carried unanimously.

C. Bolger Publishing Sanitary Sewer Agreement

Bolger Publishing (3301 Como Avenue) is a long-time Lauderdale business. Groundwater seeps through their parking lot. The water trail creates an ice problem in winter and is damaging to their building. They would like to fix the issue. City staff and engineers spent time working with their engineers on options for routing the water to a catch basin in Minneapolis. Stormwater rules are difficult to navigate so that ultimately did not work. The current proposed design drains the water to a sanitary sewer manhole in the Lauderdale system. It is the last manhole leaving the city before the water enters Minneapolis. In addition to City Council approval, they must also get a permit from the Metropolitan Council.

The agreement would allow them to construct the system and be billed for the volume of water that enters the City's system. This would be done via an estimated volume during the year through our quarterly sewer billing with a true up at the end of each year.

Councilor Kelly made a motion to approve the Sanitary Sewer Agreement with Bolger Printing. This was seconded by Councilor Pulford and carried unanimously.

Set Agenda for Next Meeting

Butkowski stated that the next meeting may include the April financial reports, a contract for architectural services with Studio EA, revisions to the sewer utility ordinance, and the annual report from Eureka! Recycling.

Work Session

A. Staff Project Updates

Butkowski shared that staff received a few bids for the warming house repairs. She also said the application for Lifestyle Communities is still being reviewed with the planning consultant. Staff are looking at pricing for installing cameras at Lauderdale Community Park after some recent incidents. Finally, the City is fielding quotes for a replacement public works truck.

B. Opportunity for the Public to Address the City Council

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

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

Page 4 of 4

May 12, 2026

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

Adjournment

Councilor Dains moved and seconded by Councilor Sayre to adjourn the meeting at 8:43 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

Request for Council Action

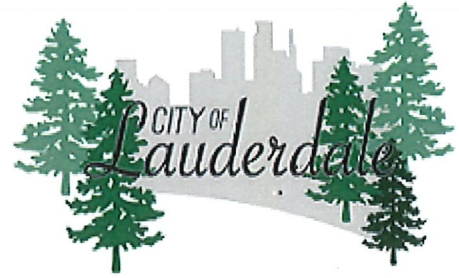
To: Mayor and City Council
From: City Administrator
Meeting Date: May 26, 2026
Subject: List of Claims

The claims totaling \$98,534.83 are provided for City Council review and approval that includes check numbers 29863 to 29877.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
Printed: 5/21/2026 3:34 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	34	AFSCME MN Council 5 PR Batch 51100.05.2026 Union Dues	05/22/2026 PR Batch 51100.05.2026 Uni	258.08
Total for this ACH Check for Vendor 34:				258.08
ACH	389	BCBSM Inc PR Batch 51100.05.2026 Vision Insurance	05/22/2026 PR Batch 51100.05.2026 Visi	12.82
Total for this ACH Check for Vendor 389:				12.82
ACH	415	Securian Life Insurance Company PR Batch 51100.05.2026 Life Insurance	05/22/2026 PR Batch 51100.05.2026 Life	229.23
Total for this ACH Check for Vendor 415:				229.23
ACH	423	Madison National Life Ins Co Inc PR Batch 51100.05.2026 Long Term Disability	05/22/2026 PR Batch 51100.05.2026 Lon	463.75
Total for this ACH Check for Vendor 423:				463.75
ACH	43	Public Employees Retirement Association PR Batch 51100.05.2026 PERA Coordinated PR Batch 51100.05.2026 PERA Coordinated	05/22/2026 PR Batch 51100.05.2026 PER PR Batch 51100.05.2026 PER	1,385.02 1,200.36
Total for this ACH Check for Vendor 43:				2,585.38
ACH	44	Minnesota Department of Revenue PR Batch 51100.05.2026 State Income Tax	05/22/2026 PR Batch 51100.05.2026 Stat	867.90
Total for this ACH Check for Vendor 44:				867.90
ACH	45	ICMA Retirement Corporation PR Batch 51100.05.2026 Deferred Comp PR Batch 51100.05.2026 Deferred Comp	05/22/2026 PR Batch 51100.05.2026 Defe PR Batch 51100.05.2026 Defe	1,160.95 2,016.33
Total for this ACH Check for Vendor 45:				3,177.28
ACH	46	Internal Revenue Service PR Batch 51100.05.2026 FICA Employer Portio PR Batch 51100.05.2026 Federal Income Tax PR Batch 51100.05.2026 Medicare Employee Pc PR Batch 51100.05.2026 FICA Employee Portio PR Batch 51100.05.2026 Medicare Employer Po	05/22/2026 PR Batch 51100.05.2026 FIC. PR Batch 51100.05.2026 Fede PR Batch 51100.05.2026 Med PR Batch 51100.05.2026 FIC. PR Batch 51100.05.2026 Med	1,371.74 2,240.33 320.83 1,371.74 320.83
Total for this ACH Check for Vendor 46:				5,625.47
ACH	93	Minnesota Dept of Employment/Economic PR Batch 51100.05.2026 Minnesota Paid Leave PR Batch 51100.05.2026 MN Paid Leave Emplo	05/22/2026 PR Batch 51100.05.2026 Min PR Batch 51100.05.2026 MN	60.94 60.94
Total for this ACH Check for Vendor 93:				121.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 5/22/2026:	13,341.79
29863	20	Abdo LLP	05/26/2026	
	524119	2025 Audit		1,031.25
	524119	2025 Audit		1,031.25
	524119	2025 Audit		4,812.50
	524453	2025 Audit		665.00
	524453	2025 Audit		142.50
	524453	2025 Audit		142.50
			Total for Check Number 29863:	7,825.00
29864	463	Blue Horizon Energy LLC	05/26/2026	
	3746	CH Solar Project		54,446.00
			Total for Check Number 29864:	54,446.00
29865	192	Comcast Holdings Corporation	05/26/2026	
	270494727	May Internet		413.00
			Total for Check Number 29865:	413.00
29866	223	Dell Marketing LP	05/26/2026	
	10875530380	GB/JB/HB Computers		2,830.96
			Total for Check Number 29866:	2,830.96
29867	134	Katrina Joseph	05/26/2026	
	00167	April Legal Services		925.00
			Total for Check Number 29867:	925.00
29868	31	Kennedy & Graven Chartered	05/26/2026	
	193199	April Legal Services		2,163.00
			Total for Check Number 29868:	2,163.00
29869	67	Midway Ford Company	05/26/2026	
	653599	Truck Oil Change		107.39
			Total for Check Number 29869:	107.39
29870	11	North Suburban Communications Commiss	05/26/2026	
	2026-549	1Q26 Contribution		979.54
			Total for Check Number 29870:	979.54
29871	10	On Site Sanitation Inc	05/26/2026	
	0002065893	05/09/2026 - 06/05/2026 Park Portable Restroom		320.00
			Total for Check Number 29871:	320.00
29872	388	PeopleService Inc	05/26/2026	
	PS-INV110126	June Wastewater		685.00
			Total for Check Number 29872:	685.00
29873	135	St Paul Pioneer Press	05/26/2026	
	85063	Public Notice of BP Public Hearing		17.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 29873:	17.38
29874	26	Stantec Consulting Services Inc	05/26/2026	
	2561406	Street Assessment		1,037.50
	2561406	2025 WCA BWSR Report		848.00
	2561406	I/I Grant Submittal		106.00
	2561406	GIS Update TMDL Review		873.00
	2561406	Sanitary Sewer Project		1,561.00
	2561406	Storm Sewer Televising Project		806.75
	2561406	MS4 Ordinance Update		3,521.50
	2561406	General Engineering Services		183.00
	2561406	BP Site Stormwater Review		4,222.25
			Total for Check Number 29874:	13,159.00
29875	90	Verizon Wireless	05/26/2026	
	6142455701	April Cell Phone		77.60
	6142455701	April Cell Phone		38.80
	6142455701	April Cell Phone		38.81
			Total for Check Number 29875:	155.21
29876	425	Vestis	05/26/2026	
	2500983287	May Uniforms		36.79
	2500983287	May Uniforms		36.79
	2500988989	May Uniforms		36.79
	2500988989	May Uniforms		36.79
			Total for Check Number 29876:	147.16
29877	74	Xcel Energy	05/26/2026	
	976217745	April Street Lighting		548.90
	976432099	1885 Fulham Street		25.42
	976432099	1917 Walnut Street		20.83
	976432099	1917 Walnut Street		44.34
	976432099	1885 Fulham Street		42.47
	976445941	1891 Walnut Street		176.46
	976445941	1891 Walnut Street		101.82
	976500877	Larpenteur Avenue		48.69
	976511032	2430 Larpenteur Avenue W		10.47
			Total for Check Number 29877:	1,019.40
			Total for 5/26/2026:	85,193.04
			Report Total (24 checks):	98,534.83

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	May 26, 2026	Agenda Item	Monthly Financial Reports
---------------------	--------------	--------------------	---------------------------

Action Requested

Consent	☒	Public Hearing	☐	Discussion	☐
Action	☐	Resolution	☐	Work Session	☐

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 April 2026.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for April 2026.

General Ledger

Cash Balances

User: heather.butkowski
 Printed: 5/22/2026 5:34:34 PM
 Period 04 - 04
 Fiscal Year 2026



Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,770,107.24	167,836.33	172,646.45	-2,774,917.36
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	0.00	2,980.62	2,980.62	0.00
Cash	227-00000-000-10100	97,103.77	184.55	6,855.82	90,432.50
Cash	306-00000-000-10100	121,186.55	247.81	0.00	121,434.36
Cash	401-00000-000-10100	78,950.73	161.44	0.00	79,112.17
Cash	403-00000-000-10100	609,883.84	1,247.13	0.00	611,130.97
Cash	404-00000-000-10100	221,328.05	452.59	0.00	221,780.64
Cash	406-00000-000-10100	387,790.29	792.98	0.00	388,583.27
Cash	414-00000-000-10100	324,183.61	662.91	0.00	324,846.52
Cash	416-00000-000-10100	6,742.84	13.79	0.00	6,756.63
Cash	602-00000-000-10100	711,916.67	15,640.73	23,505.33	704,052.07
Cash	603-00000-000-10100	414,540.35	5,277.17	6,557.37	413,260.15
Current Assets		203,619.46	195,498.05	212,545.59	186,571.92
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	3,069,055.09	6,391.29	130,000.00	2,945,446.38
Investments		3,069,055.09	6,391.29	130,000.00	2,945,446.38
Grand Total		<u>3,272,974.55</u>	<u>201,889.34</u>	<u>342,545.59</u>	<u>3,132,318.30</u>

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend	Collect
101	General Fund						
	Revenue						
	Taxes	1,333,460.00	2,980.62	6,644.78	1,326,815.22		0.50
	Licenses and Permits	55,100.00	10,533.70	22,280.00	32,820.00		40.44
	Intergovernmental Revenues	500,158.00	0.00	0.00	500,158.00		0.00
	Charges for Services	14,000.00	1,850.91	6,455.64	7,544.36		46.11
	Fines and Forfeits	30,000.00	3,212.51	7,211.28	22,788.72		24.04
	Miscellaneous Revenue	38,000.00	380.69	-4,244.29	42,244.29		-11.17
	Other Financing Sources	0.00	0.00	0.00	0.00		0.00
	Revenue	1,970,718.00	18,958.43	38,347.41	1,932,370.59		1.95
	Expense						
	Personal Services	494,357.00	37,892.08	177,589.00	316,768.00		35.92
	Supplies	19,100.00	1,884.62	5,016.78	14,083.22		26.27
	Other Services and Charges	1,457,261.00	112,736.42	342,057.37	1,115,203.63		23.47
	Capital Outlay	0.00	0.00	0.00	0.00		0.00
	Other Uses	0.00	0.00	983.83	-983.83		0.00
	Expense	1,970,718.00	152,513.12	525,646.98	1,445,071.02		26.67
101	General Fund	0.00	-133,554.69	-487,299.57	487,299.57		0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	118.55	-118.55	0.00
	Other Financing Sources	0.00	0.00	983.83	-983.83	0.00
	Revenue	0.00	0.00	1,102.38	-1,102.38	0.00
	Expense					
	Personal Services	0.00	0.00	0.00	0.00	0.00
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	0.00	0.00	1,404.64	-1,404.64	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	1,404.64	-1,404.64	0.00
	Communications	0.00	0.00	-302.26	302.26	0.00
226						

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	7,998.00	0.00	0.00	7,998.00	0.00
	Miscellaneous Revenue	80,108.00	184.55	2,848.43	77,259.57	3.56
	Revenue	88,106.00	184.55	2,848.43	85,257.57	3.23
	Expense					
	Personal Services	24,127.00	1,886.04	8,350.69	15,776.31	34.61
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	56,985.00	4,969.78	14,909.34	42,075.66	26.16
	Capital Outlay	350.00	0.00	0.00	350.00	0.00
	Expense	81,462.00	6,855.82	23,260.03	58,201.97	28.55
227	Recycling	6,644.00	-6,671.27	-20,411.60	27,055.60	-307.22

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



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: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



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: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	6,000.00	247.81	1,492.73	4,507.27	24.88
	Other Financing Sources	117,601.00	0.00	30.66	117,570.34	0.03
	Revenue	123,601.00	247.81	1,523.39	122,077.61	1.23
	Expense					
	Other Services and Charges	4,000.00	0.00	475.00	3,525.00	11.88
	Debt Service	112,875.00	0.00	106,875.00	6,000.00	94.68
	Expense	116,875.00	0.00	107,350.00	9,525.00	91.85
306	2019A Improvement Bonds	6,726.00	247.81	-105,826.61	112,552.61	-1,573.40

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



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	3,200.00	161.44	881.40	2,318.60	27.54
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	3,200.00	161.44	881.40	2,318.60	27.54
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	105,000.00	0.00	0.00	105,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	105,000.00	0.00	0.00	105,000.00	0.00
401	General Capital Projects	-101,800.00	161.44	881.40	-102,681.40	-0.87

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	30,133.00	0.00	0.00	30,133.00	0.00
	Miscellaneous Revenue	20,000.00	1,247.13	7,594.70	12,405.30	37.97
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	50,133.00	1,247.13	7,594.70	42,538.30	15.15
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	5,000.00	0.00	2,895.60	2,104.40	57.91
	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	5,000.00	0.00	2,895.60	2,104.40	57.91
403	Street Capital Projects	45,133.00	1,247.13	4,699.10	40,433.90	10.41

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



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	9,000.00	452.59	2,739.17	6,260.83	30.44
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	9,000.00	452.59	2,739.17	6,260.83	30.44
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	10,000.00	0.00	0.00	10,000.00	0.00
404	Park Capital Projects	-1,000.00	452.59	2,739.17	-3,739.17	-273.92

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
406	Park Dedication Revenue	14,000.00	792.98	4,799.31	9,200.69	34.28
	Miscellaneous Revenue					
	Revenue	14,000.00	792.98	4,799.31	9,200.69	34.28
406	Park Dedication	14,000.00	792.98	4,799.31	9,200.69	34.28

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	15,000.00	662.91	4,018.32	10,981.68	26.79
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	15,000.00	662.91	4,018.32	10,981.68	26.79
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Other Uses	67,102.00	0.00	0.00	67,102.00	0.00
	Expense	67,102.00	0.00	0.00	67,102.00	0.00
414	Development	-52,102.00	662.91	4,018.32	-56,120.32	-7.71

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



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
415	Expense	0.00	0.00	0.00	0.00	0.00
	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	35,000.00	0.00	0.00	35,000.00	0.00
	Miscellaneous Revenue	50.00	13.79	83.92	-33.92	167.84
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	35,050.00	13.79	83.92	34,966.08	0.24
	Expense					
	Other Services and Charges	2,000.00	0.00	510.36	1,489.64	25.52
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Debt Service	31,000.00	0.00	0.00	31,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	33,000.00	0.00	510.36	32,489.64	1.55
416	TIF District No. 1-2	2,050.00	13.79	-426.44	2,476.44	-20.80

General Ledger Revenue vs Expense

User: heather.butkowski
Printed: 5/22/2026 5:36:47 PM
Period 04 - 04
Fiscal Year 2026



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	343,200.00	14,332.03	101,069.37	242,130.63	29.45
	Miscellaneous Revenue	30,000.00	1,436.76	8,697.64	21,302.36	28.99
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	373,200.00	15,768.79	109,767.01	263,432.99	29.41
	Expense					
	Personal Services	89,509.00	6,762.94	30,385.35	59,123.65	33.95
	Supplies	850.00	46.97	263.96	586.04	31.05
	Other Services and Charges	244,894.00	16,823.48	101,976.10	142,917.90	41.64
	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	335,253.00	23,633.39	132,625.41	202,627.59	39.56
602	Sanitary Sewer	37,947.00	-7,864.60	-22,858.40	60,805.40	-60.24

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	-4,000.00	4,000.00	0.00
	Charges for Services	165,000.00	4,456.43	34,028.79	130,971.21	20.62
	Miscellaneous Revenue	13,000.00	843.34	5,007.50	7,992.50	38.52
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	178,000.00	5,299.77	35,036.29	142,963.71	19.68
	Expense					
	Personal Services	72,032.00	5,441.06	24,380.98	47,651.02	33.85
	Supplies	850.00	46.97	263.95	586.05	31.05
	Other Services and Charges	44,800.00	1,091.94	23,903.40	20,896.60	53.36
	Capital Outlay	50,000.00	0.00	0.00	50,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	167,682.00	6,579.97	48,548.33	119,133.67	28.95
603	Storm Water	10,318.00	-1,280.20	-13,512.04	23,830.04	-130.96

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



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: 5/22/2026 5:36:47 PM
 Period 04 - 04
 Fiscal Year 2026



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,860,008.00	43,790.19	208,741.73	2,651,266.27	0.073
Expense Total		2,892,092.00	189,582.30	842,241.35	2,049,850.65	0.2912
Grand Total		-32,084.00	-145,792.11	-633,499.62	601,415.62	19.745

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	May 28, 2026	Agenda Item	Bolger Groundwater Issue
---------------------	--------------	--------------------	--------------------------

Action Requested

Consent	☒	Public Hearing	☐	Discussion	☐
Action	☐	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Revised Memo:

Bolger Publishing (3301 Como Avenue) is a long-time Lauderdale business. Up until the past 15 years or so, they did not have groundwater seeping through their parking lot. They said it started about the time that MNDOT put in the stormwater pond on the old Goodwill site. MNDOT denies that there is a relationship between the pond and the drainage issue.

Ultimately, the water trail creates an ice problem in winter and is damaging to their building. They would like to fix the issue. City staff and engineer spent a lot of time working with their engineer on possible options for routing the water to a catch basin in Minneapolis. Stormwater rules are incredibly difficult to navigate so that ultimately didn't work. The current proposed design is to drain the water to a sanitary sewer manhole in the Lauderdale system. It is our last manhole leaving the city before the water enters Minneapolis. In addition to City Council approval, they also much get a permit from the Metropolitan Council.

The agreement would allow them to construct the system and be billed for the volume of water that enters the City's system. This would be done via an estimated volume during the year through our quarterly sewer billing with a true up at the end of each year.

The agreement was updated since the last meeting and is ready for adoption. The City Attorney provided the legal description and proper incorporation name (Como Partnerships LLLP versus Bolger Printing).

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves the Sanitary Sewer Agreement with Como Partnerships LLLP.

Sanitary Sewer Agreement

This sanitary sewer agreement (the "Agreement") is made this ____ day of May, 2026 by and between the city of Lauderdale, a municipal corporation under the laws of Minnesota (the "City") and Como Partnership, L.L.L.P., a limited partnership under the laws of Minnesota ("Como"), each a "Party" and, together, the "Parties".

WHEREAS, Como is the fee owner of the property located at 3301 Como Avenue, Lauderdale, Minnesota 55108, and 1000 33rd Avenue S.E., Minneapolis, Minnesota 55414, and legally described in Exhibit A attached hereto (the "Property"), and

WHEREAS, the City owns and operates a sanitary sewer system, subject to the rules and regulations of the Metropolitan Council; and

WHEREAS, the Property is subject to excessive ground water which has been deemed not suitable for disposal in the City's storm water system and must be diverted to the City's sanitary sewer; and

WHEREAS, the Parties wish to specify the terms and conditions under which Como will be allowed to dispose of ground water from the Property into the City's sanitary sewer.

NOW THEREFORE, based on the covenants and agreements contained herein, the Parties agree as follow:

1. **Disposal in Sanitary Sewer**. The Property and the building located thereon have suffered damage due to excessive ground water. After analysis, it has been determined that the ground water is not suitable for disposal in the City's storm water system and needs to be diverted to the City's sanitary sewer. The City and the Metropolitan Council have agreed to allow Como to dispose of the ground water in the sanitary sewer, subject to the terms and conditions of this Agreement and final approval of a permit from the Metropolitan Council.
2. **Improvements Required**. To direct the ground water to the sanitary sewer, Como will construct the necessary pipe and connect it to the City's manhole 123. Como will design the pipe and other necessary improvements and submit the plans and specifications to the City for review. The cost of the pipe and other improvements will be the sole obligation of Como. This Agreement constitutes City approval of Como's connection to the City's sanitary sewer.
3. **Metropolitan Council Approval**. Prior to beginning any work on the pipe or other improvements, Como must receive final approval from the Metropolitan Council. Following execution of this Agreement, a copy of this Agreement will be sent to the Metropolitan Council for review and approval. Como shall not begin any physical work

on the project until it has received approval of the project from the Metropolitan Council.

4. **Meter the Flow of Water.** Como agrees to install a meter to measure the volume of water flowing from the Property into the City's sanitary sewer system at manhole 123. Como agrees to report to the City annually on the flow through the pipe. The report to the City will be due each January 31 and cover the previous calendar year.
5. **City Charges.** The Metropolitan Council charges cities for water flowing into the sanitary sewer system from their jurisdiction. Additional flowage from the Property will result in the City paying higher fees to the Metropolitan Council. The City will use the annual report received from Como regarding the volume of water flowing from the Property into the sanitary sewer to establish a charge to Como to reimburse the City for payments made to the Metropolitan Council for the additional water. Como agrees to pay the City the amount so determined within 30 days of notice from the City.
6. **Continued Compliance.** This Agreement and the City's consent to allow Como to dispose of ground water from the Property in the City's sanitary sewer is conditioned on Como's continued compliance with the terms and conditions of this Agreement and all ordinances and policies of the City and Metropolitan Council related thereto.
7. **Notices.** Any notices which are given under this Agreement shall be delivered personally or sent by United States mail, postage prepaid to:

a) To the City

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

b) To Como

Como Partnership, L.L.L.P.
3301 Como Avenue
Lauderdale, MN 55108

Or to such other addresses as either Party may notify the other Party of in accordance with this section.

8. **Miscellaneous**

- a) This Agreement shall be interpreted in accordance with the laws of Minnesota.
- b) The unenforceability or invalidating of any provision hereof shall not render any other provision herein unenforceable or invalid.
- c) This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

- d) If an event or covenant contained herein should be breached by either Party and thereafter waived by the other Party, such waiver shall be limited to the particular breach and shall not be deemed to waive any previous, concurrent or subsequent breach.
- e) This Agreement shall be recorded against and run with the Property and will bind the Parties and their successors and assigns.

IN WITNESS WHEREOF, each Party has caused this Agreement to be executed in its name and on its behalf as of the date first above written.

Dated: _____.

FEE OWNER:

COMO PARTNERSHIP, L.L.L.P.

By: _____
 Richard G. Bolger
 Its: General Partner

STATE OF MINNESOTA)
) ss.
 COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2026, by Richard G. Bolger, the General Partner of Como Partnership, L.L.L.P., a limited partnership under the laws of the State of Minnesota, on behalf of the partnership, as the Fee Owner.

NOTARY STAMP OR SEAL

 Notary Public

Dated: _____.

CITY:

CITY OF LAUDERDALE

By: _____

Mary Gaasch
Its: Mayor

By: _____

Heather Butkowski
Its: City Administrator

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of May, 2026, by Mary Gaasch and Heather Butkowski, the Mayor and City Administrator, respectively, of the city of Lauderdale, a municipal corporation under the laws of the State of Minnesota, on behalf of the corporation, as the City.

NOTARY STAMP OR SEAL

Notary Public

THIS INSTRUMENT WAS DRAFTED BY
Kennedy & Graven, Chartered (RHB)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Subject Property

Parcel 1:

That part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 29, Range 23, according to the Government Survey thereof and situate in Ramsey County, Minnesota, and that part of the Northeast Quarter of the Northeast Quarter of Section 19, Township 29, Range 23, according to the Government Survey thereof and situate in Hennepin County, Minnesota, described as follows:

Beginning at a point distant 110.00 feet East of the West line of said Northwest Quarter of the Northwest Quarter and 207.33 feet North of the South line of said Northwest Quarter of the Northwest Quarter; thence on an assumed bearing of North 89 degrees 37 minutes 40 seconds East along a line parallel with said South line of said Northwest Quarter of the Northwest Quarter a distance of 82.39 feet; thence South 00 degrees 34 minutes 04 seconds East a distance of 12.55 feet; thence North 89 degrees 25 minutes 56 seconds East a distance of 208.05 feet to the Westerly right of way line of the Minnesota Transfer Railway Company's Belt Line; thence South 04 degrees 57 minutes 08 seconds East along said Westerly right of way line a distance of 163.01 feet to a line parallel with and 33.00 feet Northerly of the South line of said Northwest Quarter of the Northwest Quarter of Section 20; thence South 89 degrees 37 minutes 40 seconds West parallel with said South line of the Northwest Quarter of the Northwest Quarter of Section 20 a distance of 414.63 feet to the West line of said Section 20; thence South along said West line of said Section 20 a distance of 0.44 feet to a line parallel with and 33.00 feet Northerly of the South line of said Northeast Quarter of the Northeast Quarter of Section 19; thence South 88 degrees 33 minutes 30 seconds West parallel with said South line of the Northeast Quarter of the Northeast Quarter of Section 19 a distance of 25.01 feet to a line parallel with and 30.00 feet Easterly of the centerline of 33rd Avenue Southeast in Minneapolis, Minnesota; thence North, parallel with said centerline a distance of 175.25 feet to the Westerly extension of a line parallel with and 207.33 feet Northerly of South line of said Northwest Quarter of the Northwest Quarter of Section 20; thence North 89 degrees 37 minutes 40 seconds East along said parallel 207.33 feet Northerly line and extension a distance of 135.00 feet to said point of beginning.

Parcel 2:

That part of the Northwest Quarter of the Northwest Quarter of Section 20, Township 29, Range 23, according to the Government Survey thereof and situate in Ramsey County, Minnesota, and that part of the Northeast Quarter of the Northeast Quarter of Section 19, Township 29, Range 23, according to the Government Survey thereof and situate in Hennepin County, Minnesota, described as follows:

Commencing at a point on the West line of 33rd Avenue Southeast in Minneapolis, Minnesota which point is distant 216.87 feet North of the South line of said Northeast Quarter of the Northeast Quarter of Section 19; thence Easterly, along a line hereinafter referred to as "Line A", to a point

110 feet East of the West line of said Section 20 and 215.83 feet North of the South line of said Northwest Quarter of the Northwest Quarter of Section 20, said point being the point of beginning of land to be described; thence Northerly parallel with said West line of Section 20 to a line parallel with and 8.50 feet Northerly of said "Line A"; thence Westerly parallel with said "Line A" to the East line of said 33rd Avenue Southeast; thence Southerly along said East line of 33rd Avenue Southeast to the Westerly extension of a line parallel with and 207.33 feet Northerly of the South line of said Northwest Quarter of the Northwest Quarter of Section 20; thence Easterly along said extension and parallel line to a line parallel with and 110 feet Easterly of said West line of Section 20; thence Northerly along said parallel 110 feet Easterly line to said point of beginning.

Parcel ID No.: 20-29-23-22-0037 Ramsey County
Abstract Property
3301 Como Avenue
Lauderdale, MN 55108

Parcel ID No.: 19-029-23-11-0043 Hennepin County
Abstract Property
1000 33rd Avenue SE
Minneapolis, MN 55414

LAUDERDALE COUNCIL ACTION FORM

Meeting Date May 26, 2026

Agenda Item Annual Recycling Report

Action Requested

Consent ☐ Public Hearing ☐ Discussion ☒
Action ☐ Resolution ☐ Work Session ☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Joanna Stone, Director of Customer Relations for Eureka! Recycling will present information via Zoom on the recycling program for 2025.

Attached is the following:

- 2025 Year-End Recycling Report
- 2025 Tonnage Report
- 2025 Customer Service Report
- 2025 Contamination Report

Other notes:

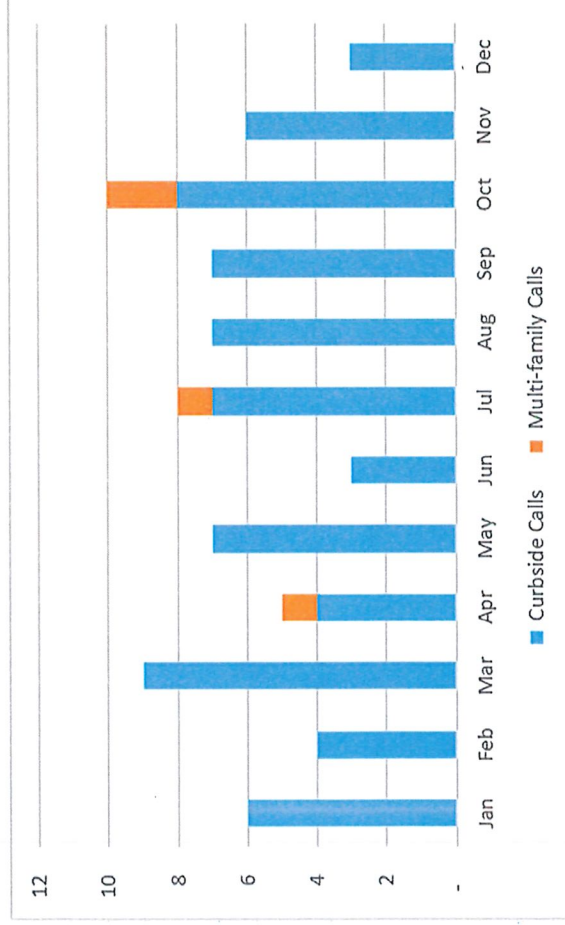
- Eureka! will be tabling at Day in the Park on July 9. They are also planning to bring clear-stream bags and containers for recycling at the event.
- They are offering tours of their Material Recovery Facility (MRF) for Lauderdale residents on Saturday, May 30 between 8 AM and 1 PM. Pre-registration is required.

STAFF RECOMMENDATION:

2025 Lauderdale Annual Report from Eureka Recycling

Education Summary for Curbside and Multifamily Programs

LAUDERDALE												
Hotline Calls and Emails												
Curbside Calls	6	4	9	4	7	3	7	7	8	6	3	71
Multi-family Calls	-	-	-	1	-	-	1	-	2	-	-	4
Total Calls	6	4	9	5	7	3	8	7	10	6	3	75
Requests for Printed Materials												
	1	-	-	-	-	-	3	-	-	-	-	4



Total number of stops

622

Amount stored, by recyclable material

No materials have been stored at our facility longer than needed to generate enough quantity to ship.

Participation Trend Study Report

Over the past few years, Eureka Recycling has transitioned away from doing participation studies by hand-counting the number of carts that are out in a 200 household area of Lauderdale, and replacing that study with a citywide, digital participation study using data from our digital routing system.

The study spans four weeks. Each time the truck tips a cart, that collection is recorded for that specific address. This data allows us to analyze all collection during a specific study period. The percentage of all addresses in each day's routes that register a tip in a given week is recorded as that week's set out rate, which is then averaged over the course of the study to calculate the city's set out rate.

The reports for each collection day are then sorted by address and duplicates are removed for households that set out more than once during the study period or who have more than one cart. The remaining list of addresses represents all households that participated in recycling at least once during the study, to arrive at the participation rate for the city.

There are some important things to remember when looking at this participation study data:

- The data is based on a "per building" or "per address" basis. If a cart is out at a duplex or a triplex, we count that address as participating on that day, and if there is not a cart out we count the address as not participating. There is no way for us to know which units are using the cart or carts that are set out. Similarly, for a single family home with two carts, we still count them as one participating address regardless of how many carts are out for collection.
- The "set out rate" is calculated by counting the number of addresses that set out a cart on each collection day, and taking the average of the number of carts set out each day during the six week study period.
- The "Participation Rate" is calculated by counting the percentage of unique addresses that participated in the program at least once during the six week study period.

Lauderdale	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
Set Out Rate	75%	64%	69%	69%	76%	74%	71%	74%	75%	73%
Participation Rate	90%	94%	90%	95%	96%	94%	93%	95%	97%	97%

Recycling Market Outlook for 2026

Pricing in 2025 held steady for the first half of the year and then decreased dramatically throughout the summer before leveling off in the fall. This decrease happened in all material categories with paper and cardboard, metals, and plastics pricing all declining.

End markets are not optimistic about 2026, believing that if the economy remains in a slump or declines further and trade relations do not improve pricing could continue to decrease.

Eureka Recycling continues to have good relationships with our end markets and was able to move all our material in 2025. We have at least three markets interested in each material except for pop and beer boxes, aluminum foil, cartons, and glass. We regularly get positive comments regarding the quality of the recyclables we sell. Additionally, we continue to focus on local markets when possible – in 2025, 52 percent of the material we processed stayed in Minnesota, 96 percent in the Midwest, and 100 percent stayed in North America. These business practices have been in place for years and reflect our values around the environmental, economic, and human impacts of recycling.

Paper Markets: In June 2024, when WestRock closed their remaining mill in MN, there was an overabundance of paper in the region. This likely contributed to the price decrease of paper and cardboard saw over the summer, but by September markets had leveled out, and most overstock had been absorbed by the mills. In the second half of the year, the majority of our paper and cardboard has been shipped to mills in Wisconsin and Indiana.

With the closing of the WestRock's Minnesota mills, there are limited options on where to send pop and beer boxes (also called carrier stock). There is one market in the Midwest that turns this material into construction products (so it isn't turned back into paper). We are evaluating the impact of this and continue looking for other markets that accept this material. Prior to the closing of the WestRock cardboard line, we sent pop and beer boxes to this line where it could be pulped for longer. Because of the extra plastic lining coated paper, when this material is mixed in with other paper it isn't likely to actually get recycled. When we remove it and ship it separately, some cardboard mills with the right equipment can pulp it separately for longer to separate the fiber from the plastic. We don't generate a lot of it so we are currently able to move what we have but will continue to monitor this situation throughout the year regarding whether we can continue to accept this material.

Plastics markets (PET #1, HDPE #2 and PP #5) saw some slight gains in PET (#1) and HDPE in the winter, but all that gain was lost over the summer as prices fell dramatically, ending half to a third of what they were earlier in the year. These decreases were mainly attributed to an excess of cheap imported resin.

Metals markets also strengthened slightly at the beginning of 2025 before decreasing during the summer to end the year at or slightly below where they started. Experts believe aluminum pricing will remain high, especially with the continued threat of tariffs and sanctions against Russia (a major aluminum producer). Since most aluminum cans are made back into beverage cans, when virgin aluminum imports are reduced, the price for local recycled aluminum cans tends to increase.

Extended Producer Responsibility update: In 2025 the Advisory Board was formed, and Eureka Recycling's co-president was appointed to the board and accepted the position of Vice Chair. This board advises the Minnesota Pollution Control Agency on the implementation and enforcement of the 2024

Packaging and Waste Reduction Act. In 2025, the board educated each other on the basics of recycling and composting infrastructure and EPR in other states. They also drafted the initial categories for tracking and measuring progress towards recycling goals and commented on the draft Preliminary Assessment created by Eunomia for the Agency. In 2026 they will focus understanding how the reuse and toxics reduction aspects of the bill work as well as provide guidance and feedback on the full Needs Assessment due by the end of 2026. While none of these actions have significant impacts on end markets, it is key to laying the groundwork for sustaining and nourishing a strong recycling and waste reduction infrastructure for when the bill is fully implemented.



2025 Lauderdale Tonnage Report

Month	Percent	January	February	March	April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Tons By Commodity
Total Tons		11.23	10.31	13.66	10.92	11.07	13.22	10.81	10.75	13.61	9.85	9.92	13.65	139.00
Single Stream Composition														
News Mix	54.04%	6.07	5.57	7.38	5.90	5.98	7.14	5.84	5.81	7.35	5.32	5.36	7.38	75.12
Cardboard	10.03%	1.13	1.03	1.37	1.10	1.11	1.33	1.08	1.08	1.37	0.99	0.99	1.37	13.94
Mixed Paper	4.53%	0.51	0.47	0.62	0.49	0.50	0.60	0.49	0.49	0.62	0.45	0.45	0.62	6.30
Aluminum Cans	1.58%	0.18	0.16	0.22	0.17	0.17	0.21	0.17	0.17	0.22	0.16	0.16	0.22	2.20
Steel Cans	1.65%	0.19	0.17	0.23	0.18	0.18	0.22	0.18	0.18	0.22	0.16	0.16	0.23	2.29
HDPE NAT	1.13%	0.13	0.12	0.15	0.12	0.13	0.15	0.12	0.12	0.15	0.11	0.11	0.15	1.57
HDPE Col	0.44%	0.05	0.05	0.06	0.05	0.05	0.06	0.05	0.05	0.06	0.04	0.04	0.06	0.61
PET	3.03%	0.34	0.31	0.41	0.33	0.34	0.40	0.33	0.33	0.41	0.30	0.30	0.41	4.21
Tubs and Lids	0.21%	0.02	0.02	0.03	0.02	0.02	0.03	0.02	0.02	0.03	0.02	0.02	0.03	0.29
Mix Glass	20.15%	2.26	2.08	2.75	2.20	2.23	2.66	2.18	2.17	2.74	1.98	2.00	2.75	28.01
Milk Cartons/Juice Boxes	0.13%	0.01	0.01	0.02	0.01	0.01	0.02	0.01	0.01	0.02	0.01	0.01	0.02	0.18
Residual	3.08%	0.35	0.32	0.42	0.34	0.34	0.41	0.33	0.33	0.42	0.30	0.31	0.42	4.28
Totals	100.00%	11.23	10.31	13.66	10.92	11.07	13.22	10.81	10.75	13.61	9.85	9.92	13.65	139.00

2025 Customer Service Calls from Lauderdale Residents

Date/Time	Case Reason	Address	Status	Resolution
11-Feb-25	A7: Cleanup request-MISS (before next collection day)	1774 Eustis Street ,Lauderdale	Closed - Completed	MoLau101/ Spring/ Alley/ Verfied miss E 2/11 or 2/12 not collected 2/10 went over guidelines Assigned to ER29 Collected 1529 2/12
19-Feb-25	A7: Cleanup request-MISS (before next collection day)	2349 Summer Street ,Lauderdale	Closed - Completed	MoLau101/ Pleasant/ curb/ Miss for 2-19. No trails north side. Assigned to ER31 Collected 1513 2/19
20-Feb-25	A6 Cleanup request-INVESTIGATE (before next collection day)	1773 Carl Street ,Lauderdale	Closed - Completed	MoLau101/ Spring/ Alley/ INVESTIGATE 2/20 or 2/21 not collected 2/19 Collected 1125 2/21 ER26.
12-Mar-25	A6 Cleanup request-INVESTIGATE (before next collection day)	1819 Carl Street ,Lauderdale	Closed - Completed	MoLau101/ summer/ alley investigate 03/12 or 03/13 resident said this side of alley was not collected Assigned to ER39 Collected 1525 3/12
2-Apr-25	A7: Cleanup request-MISS (before next collection day)	1952 Eustis Street ,Lauderdale	Closed - Completed	MoLau101/ryan/curb investigate 04/02 or 04/03 Assigned to ER29 Collected 11:58 4/3
22-May-25	A7: Cleanup request-MISS (before next collection day)	1563 Fulham Street ,Lauderdale	Closed - Completed	MoLau101/ hoyt / alley/miissed 05/22 or 05/23 check neighbors on alley Assigned to ER38 collected 15:16 5/22
28-May-25	A7: Cleanup request-MISS (before next collection day)	1918 Eustis Street ,Lauderdale	Closed - Completed	MoLau101/ roselawn/ curb/ sets on roselawn miss 05/28 or 05/29 assigned to ER29 Collected at 13:10 5/28
8-Jul-25	A7: Cleanup request-MISS (before next collection day)	1922 Malvern Street ,Lauderdale	Closed - Completed	MoLau101/ roselawn/ curb/ sets on Roselawn miss 07/08 or 07/09 assigned to ER31 Collected 15:01 7/8
29-Jul-25	A7: Cleanup request-MISS (before next collection day)	1921 Eustis Street ,Lauderdale	Closed - Completed	MoLau101/ roselawn/ curb/ sets on roselawn miss 07/29 or 07/30 assigned to ER29 collected 13:47 7/30
12-Aug-25	A6 Cleanup request-INVESTIGATE (before next collection day)	1794 Eustis Street ,Lauderdale	Closed - Completed	MoLau101/ spring/ curb/ investigate 08/12 assigned to ER31 Collected 11:40 8/12
12-Aug-25	A6 Cleanup request-INVESTIGATE (before next collection day)	1750 Eustis Street ,Lauderdale	Closed - Completed	MoLau101/ ione/ curb/ miss 08/12 or 08/13 assigned to ER31 Collected 11:40 8/12
12-Aug-25	A7: Cleanup request-MISS (before next collection day)	1821 Malvern Street ,Lauderdale	Closed - Completed	MoLau101/ Spring/ Curb/ MISS 8/12 or 8/13 not collected 8/11 Assigned to ER29. Collected 8:54 8/13
9-Sep-25	A7: Cleanup request-MISS (before next collection day)	1823 Carl Street ,Lauderdale	Closed - Completed	MoLau101/ Spring/ Curb/ MISS 9/9 or 9/10 assigned to ER31 Collected at 15:25 9/10
7-Oct-25	A6 Cleanup request-INVESTIGATE (before next collection day)	1774 Eustis Street ,Lauderdale	Closed - Completed	MOLAU101/ spring/ alley/ Investigate 10/07 or 10/08 Assigned to ER39 Collected at 13:01 10/7
13-Oct-25	A6 Cleanup request-INVESTIGATE (before next collection day)	1723 Carl Street ,Lauderdale	Closed - Completed	MOLAU101/iona/ alley/ investigate 10/13 or 10/14 Assigned to ER39 collected 13:30 10/14

20-Oct-25	A6 Cleanup request- INVESTIGATE (before next collection day)	1823 Carl Street ,Lauderdale	Closed - Completed	MoLau101/ Spring / Curb/ INVESTIGATE 10/20 or 10/21 not collected 10/20 assigned to ER25 Collected at 15:44 10/21
23-Oct-25	A6 Cleanup request- INVESTIGATE (before next collection day)	1862 Eustis Street ,Lauderdale	Closed - Completed	MOLAU101/ summer/ curb/ sets on summer investigate 10/23 or 10/24 assigned to ER30 Collected at 12:38 10/21
4-Nov-25	A6 Cleanup request- INVESTIGATE (before next collection day)	1913 Malvern Street ,Lauderdale	Closed - Completed	MoLau101/ Roselawn/ Alley/ INVESTIGATE 11/4 or 11/5 not collected 11/4 confirmed guidelines assigned to ER30 empty upon clean-up 14:08 11/5

Log of Contamination Reported by Drivers in Lauderdale: 2025

This is a log of addresses where drivers have reported contamination in the recycling carts in addition to tagging. Our GPS based data is accurate enough to allow us to look for trends on a neighborhood-basis, but does not always record data on precisely the correct house, depending on the relationship between where the real cart is actually placed and how close that is to the expected collection site stored in the system. It is not uncommon for data to be assigned to a neighboring house, which does not impact our customer relations team's ability to use this information to help resolve issues when residents call.

Customer Address	Time Stamp	Service Status	Driver's notes
1719 EUSTIS STREET	1/6/2025 9:34	NOTPU-CONTAMINATED	
1715 EUSTIS STREET	1/20/2025 8:50	NOTPU-CONTAMINATED	
1706 MALVERN STREET	1/20/2025 8:50	NOTPU-CONTAMINATED	
2377 ROSELAWN AVENUE	1/27/2025 12:15	NOTPU-CONTAMINATED	
2375 ROSELAWN AVENUE	1/27/2025 12:16	NOTPU-CONTAMINATED	
1700 MALVERN STREET	2/17/2025 8:52	NOTPU-CONTAMINATED	
1843 CARL STREET	2/17/2025 12:56	NOTPU-CONTAMINATED	
1709 EUSTIS STREET	2/24/2025 8:14	NOTPU-CONTAMINATED	
1715 EUSTIS STREET	2/24/2025 8:14	NOTPU-CONTAMINATED	
1715 EUSTIS STREET	3/3/2025 8:37	NOTPU-CONTAMINATED	
2401 LARPEUR AVENUE	3/10/2025 8:35	NOTPU-CONTAMINATED	
1701 CARL STREET	3/10/2025 8:35	NOTPU-CONTAMINATED	
1862 WALNUT STREET	3/10/2025 9:26	NOTPU-CONTAMINATED	
1866 WALNUT STREET	3/10/2025 9:26	NOTPU-CONTAMINATED	
1785 FULHAM STREET	3/17/2025 14:02	NOTPU-CONTAMINATED	
1783 FULHAM STREET	3/17/2025 14:02	NOTPU-CONTAMINATED	
1787 FULHAM STREET	3/17/2025 14:02	NOTPU-CONTAMINATED	
1900 EUSTIS STREET	3/24/2025 10:49	NOTPU-CONTAMINATED	
1898 EUSTIS STREET	3/24/2025 10:49	NOTPU-CONTAMINATED	
1816 WALNUT STREET	5/5/2025 10:43	NOTPU-CONTAMINATED	
1900 EUSTIS STREET	5/5/2025 11:33	NOTPU-CONTAMINATED	
1618 EUSTIS ST	6/9/2025 7:22	NOTPU-CONTAMINATED	
1618 EUSTIS ST	6/16/2025 8:00	NOTPU-CONTAMINATED	
1976 MALVERN STREET	6/23/2025 10:30	NOTPU-CONTAMINATED	
1618 EUSTIS ST	9/2/2025 7:03	NOTPU-CONTAMINATED	
1805 WALNUT STREET	9/2/2025 12:16	NOTPU-CONTAMINATED	
1618 EUSTIS ST	9/22/2025 7:35	NOTPU-CONTAMINATED	
2401 LARPEUR AVENUE	9/22/2025 10:03	NOTPU-CONTAMINATED	
2401 LARPEUR AVENUE	9/29/2025 9:01	NOTPU-CONTAMINATED	
1843 FULHAM STREET	10/6/2025 8:21	NOTPU-CONTAMINATED	
2401 LARPEUR AVENUE	10/6/2025 8:55	NOTPU-CONTAMINATED	
2401 LARPEUR AVENUE	10/27/2025 10:06	NOTPU-CONTAMINATED	
2401 LARPEUR AVENUE	11/3/2025 7:57	NOTPU-CONTAMINATED	
1885 FULHAM STREET	11/3/2025 8:52	NOTPU-CONTAMINATED	
1885 FULHAM STREET	11/10/2025 12:32	NOTPU-CONTAMINATED	
1807 CARL STREET	11/24/2025 11:24	NOTPU-CONTAMINATED	
1618 EUSTIS ST	12/15/2025 12:43	NOTPU-CONTAMINATED	

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	May 26, 2026	Agenda Item	Insurance Renewal Info
---------------------	--------------	--------------------	------------------------

Action Requested

Consent	☐	Public Hearing	☐	Discussion	☒
Action	☒	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City's workers compensation, property, liability, sewer backup, and auto insurance policies run from August to August. Staff work with the City's insurance agent annually to prepare the materials for the renewal. This generally includes updating data on improvements and staffing costs. LMCIT hires appraisers to give values for the more expensive structures like city halls.

Annually, the City Council must determine whether or not to waive the municipal tort liability limits established by state statute. The City has not waived them in the past as it opens the City to greater financial liability. Staff recommends maintaining that practice via the following motion.

STAFF RECOMMENDATION:

The Council authorizes staff to remit the Liability Coverage—Waiver From to LMCIT as presented indicating the City does **not** waive the monetary limits on municipal tort liability established by MS 466.04.



League of Minnesota Cities Insurance Trust
Liability Coverage Waiver Form

Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before their effective date of coverage. Use the submit button below, otherwise, print and email to pstech@lmc.org, or fax to 651.281.1298.

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. *The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.* The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

Select one of the options below.

- ☒ The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minn. Stat. § 466.04
- ☐ The member **WAIVES** monetary limits on municipal tort liability established by Minn. Stat. § 466.04, to the extent of the limits of the liability coverage obtained from LMCIT

LMCIT Member Name: City of Lauderdale

Date of member's governing body meeting: May 26, 2026

Name and title of person completing this form: Heather Butkowski, City Administrator

Signature of person completing this form: _____

SUBMIT

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	May 26, 2026	Agenda Item	EA Studio Contract
---------------------	--------------	--------------------	--------------------

Action Requested

Consent	☐	Public Hearing	☐	Discussion	☒
Action	☒	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The city attorney and attorney for Studio EA have come to terms on the agreement for architectural services for the construction of a new building at 2430 Larpenteur Avenue. The contract follows. The contract amount is \$94,500. This does not include the topographic and geotechnical analysis that will need to be done to assess soil condition.

STAFF RECOMMENDATION:

Motion to enter into an agreement for architectural services with Studio EA as defined in the AE Design Agreement and General Conditions as presented.

8 May 2026

Heather Butkowski, City Administrator
City of Lauderdale
1891 Walnut St
Lauderdale, MN 55113

AE DESIGN AGREEMENT

PROJECT SCOPE

- Design of a new municipal retail cannabis store at 2430 Larpenteur Ave West in Lauderdale, MN
- Existing site is approximately 0.26 acres
- 1500 sf retail cannabis store including parking and landscape improvements

PROJECT SCHEDULE

- Architect shall perform services consistent with the mutually agreed project schedule; however, Architect shall not be responsible for delays caused by Client, contractors, authorities having jurisdiction, utility providers, or circumstances beyond Architect's control.

SCOPE OF BASIC SERVICES

BASIC SERVICES shall be performed consistent with the professional standard of care set forth in the General Conditions, including the following:

- Architectural Design and Interior Design – Studio EA, LLC
- Structural Engineering – A.M Structural Engineering, LLC
- Civil Engineering – Advanced Engineering Concepts, LLC
- Mechanical/Electrical/Plumbing (MEP) Engineering – Emanuelson-Podus, Inc
- Landscape Design – Studio EA, LLC
- Cost Consulting – Rockwise Strategies

BASIC SERVICES – SCHEMATIC DESIGN

Architectural and Interior Design:

- Meetings with Client
- Building code review and analysis of requirements
- City ordinance review and analysis of requirements
- Development of design for site and building
- Refinement of design into a final Schematic Design solution
- Final Schematic Design documents to include a site plan, floor plan, and exterior elevations
- Coordination with Structural Engineer regarding building structural design
- Coordination with Civil Engineer regarding site design/development
- Coordination with MEP Engineer regarding building systems design

Structural Engineering:

- Design support as required by Architect

Civil Engineering:

- Design support as required by Architect

- Prepare initial existing conditions/demolition plan
- Prepare site layout and dimension plan
- Prepare initial site grading and erosion control plan

MEP Engineering:

- Design support as required by Architect
- (1) virtual meeting for design and coordination
- Develop MEP systems options to serve the new store and review with Client
- Issue Schematic Design narrative and support PDF sketches for Client review

Cost Consulting:

- Review written narratives and preliminary drawings
- Quantify materials/assemblies, structural systems, MEP systems, sitework
- Quantify interior areas by program type
- Input values into an estimate template by CSI division
- Provide Division 1 - General Conditions, permit fee estimates
- Calculate General Contractor insurance, bonds, and fee
- Provide a Design and Construction contingency (10%/10%)
- Based off the proposed start date, add escalation as required
- Provide option/alternate pricing as requested

Cost estimates are opinions of probable construction cost based on current market conditions and available information. Architect and consultants do not warrant or guarantee bids, negotiated contractor pricing, or actual construction costs.

BASIC SERVICES – DESIGN DEVELOPMENT

Architectural and Interior Design:

- Meetings with Client
- Continued development of design for site and building
- Refinement of design into a final Design Development solution
- Final Design Development documents to include a site plan, floor plan, exterior elevations, building sections, and details
- Development of Interior Design schemes for review and approval by Client
- Interior Design selections could include carpet, resilient flooring, base, paint colors, wall coverings, tile, laminates, wood veneers, millwork, ceiling materials, ceiling tile, specialty/decorative lighting, and any similar item
- Coordination with Structural Engineer regarding building structural design
- Coordination with Civil Engineer regarding site design/development
- Coordination with MEP Engineer regarding building systems design

Structural Engineering:

- Design support as required by Architect
- Development of preliminary foundation based on recommendations set forth by the geotechnical consultant in the geotechnical report
- Prepare preliminary structural design calculations for elements
- Prepare preliminary framing designs and drawings showing layouts of areas and sizes of elements
- Identify pre-engineered structural elements
- Prepare preliminary detail sheets, as required

Civil Engineering:

- Design support as required by Architect
- Prepare existing conditions/demolition plan to include:
 - Existing site features such as public & private utilities, tree line, contours, and impervious surfaces

- Existing site features that are to be removed/demolished with the proposed improvements
- Prepare site layout and dimension plan
- Prepare site grading and erosion control plan to include:
 - Existing and proposed contours
 - Corresponding building types and elevation as required
 - Parking area grades

MEP Engineering:

- Design support as required by Architect
- (2) virtual meeting for design and coordination
- Initiate Revit Model and begin to incorporate MEP systems
- Progress with documentation to DD level (40%)

Landscape Design:

- Design support as required by Architect
- Development of landscape design to meet City requirements
- Specifications of plants, trees, edging, and ground cover as required

Cost Consulting:

- Review Design Development drawings
- Quantify materials/assemblies, structural systems, MEP systems, sitework
- Input values into an estimate template by CSI division
- Provide Division 1 - General Conditions, permit fee estimates
- Calculate General Contractor insurance, bonds, and fee
- Provide a Design and Construction contingency (5%/5%)
- Based off the proposed start date, add escalation as required
- Provide option/alternate pricing as requested

BASIC SERVICES – CONSTRUCTION DOCUMENTS

Architectural and Interior Design:

- Meetings with Client
- Continued development of the design into more detailed documents including integration of structural systems, civil, MEP systems, and interior design
- Construction Documents to be used for bidding, permitting, and construction to include a site plan, floor plan, exterior elevations, building and wall sections, details, reflected ceiling plan, schedules, and specifications
- Certification of Architectural Documents
- Completion of Interior Design Construction Documents to be used for bidding, permitting, and construction to include finish plans, schedules, and notes
- Coordination with Structural Engineer regarding building structural design
- Coordination with Civil Engineer regarding site design/development
- Coordination with MEP Engineer regarding building systems design

Structural Engineering:

- Design support as required by Architect
- Prepare the structural design of the primary structural system
- Consider elements to be designed by specialty engineers. Specify the type of element, location within the structural system and connection to the primary structural system.
- Prepare structural design calculations
- Construction Documents to be used for bidding, permitting, and construction to include footing & foundation plan, framing plan, building & wall sections, details, schedules, and specifications
- Certification of Structural Documents

Civil Engineering:

- Design support as required by Architect

- Finalize all construction drawings and documents
- Prepare site utility routing and design from water and sanitary connection to the existing system if required
- Prepare technical specifications as part of the plan set

MEP Engineering:

- Design support as required by Architect
- (2) virtual meeting for design and coordination
- Progress MEP design to complete construction documents including floor plans, sections, risers, schedules, and details
- Review documents at 90% of construction document completion
- Complete all MEP drawings and specifications
- Issue bid and permit drawings and specifications

Landscape Design:

- Refinement of landscape design based on feedback from the City
- Construction Documents to be used for bidding, permitting, and construction to include a landscape plan; specifications of plants, trees, edging, and ground cover as required

BASIC SERVICES – BIDDING AND PROCUREMENT

All Design Disciplines:

- Respond to contractors' questions and information during bidding
- Issue Addenda as required for clarification (not change of scope)

Includes one bidding/procurement phase and issuance of addenda for clarification purposes only. Redesign or rebidding resulting from budget overages, scope changes, or Client-requested revisions shall constitute Additional Services.

BASIC SERVICES – CONSTRUCTION ADMINISTRATION

Architectural and Interior Design:

- Up to (10) site visits to observe the progress and quality of the Work and become generally familiar with whether the Work is proceeding in accordance with the Construction Documents
- Shop drawing and submittal review
- Review of pay applications submitted by the contractor
- Review contractor prepared punch list and final inspection

Structural Engineering:

- Up to (1) site visit to observe the progress and quality of the Work and become generally familiar with whether the Work is proceeding in accordance with the Construction Documents
- Shop drawing and submittal review

Civil Engineering:

- Up to (1) site visit to observe the progress and quality of the Work and become generally familiar with whether the Work is proceeding in accordance with the Construction Documents
- Shop drawing and submittal review

MEP Engineering:

- Up to (1) site visit by mechanical and electrical at project substantial completion to review the contractor prepared punch list and to observe the progress and quality of the Work and become generally familiar with whether the Work is proceeding in accordance with the Construction Documents
- Shop drawing and submittal review

Architect shall not have control over construction means, methods, techniques, sequences, procedures, safety precautions, or the Contractor's performance and shall not be responsible for the Contractor's failure to perform the Work in accordance with the Contract Documents.

BASIC SERVICES – SITE PLAN AND ZONING APPROVALS

- Submit required documents and drawings including architectural, exterior lighting, civil engineering, and landscape design to the City for review and approval
- Present project at Planning Commission and City Council meetings
- Includes attendance at up to one (1) Planning Commission meeting and one (1) City Council meeting

Time required by authorities having jurisdiction to review, comment on, or approve submissions is beyond the Architect's control. The Architect is not responsible for slow responses, delays, modifications, or changes in the submittal requirements by authorities having jurisdiction.

Additional meetings, redesign, or resubmittals resulting from changes in Client direction, public feedback, or City review comments requiring redesign shall constitute Additional Services.

ASSUMPTIONS

Architectural and Structural Engineering:

- Structure consists of pre-engineered wood roof trusses, wood stud bearing walls, steel/wood beams and columns, concrete foundation wall and slab on grade.
- Structural design assumptions are based upon presumed soil conditions suitable for conventional shallow foundations. Verification of subsurface conditions and geotechnical analysis are excluded.

Civil Engineering:

- Scope assumes no stormwater treatment, underground retention/detention, infiltration systems, watershed district permitting, or hydrologic analysis will be required. Any such services required by governing authorities shall constitute Additional Services.

MEP Engineering:

- HVAC System
 - Gas-fired furnaces with DX cooling coils and remote, exterior condensing units.
 - Restroom exhaust.
 - Humidity control and ventilation.
- Plumbing System
 - New utility mains, including sanitary waste, domestic water, fire water. Piped to a point 5'-0" outside of building.
 - New plumbing fixtures, selection coordinated with Client and Architect.
 - Domestic hot water system.
 - No interior storm drain. All roof drainage by gutter and downspout by others.
 - Natural gas piping from main meter throughout
- Fire Protection System
 - Performance specification for design/build of fire sprinkler system.
- Electrical System
 - New service sized and distribution to meet code and support load.
 - Power distribution throughout the facility.
 - Connections to all equipment and receptacle layout per code / owner requirements.
- Lighting
 - Lighting to be coordinated with owner and architect.
 - Perform photometric analysis to confirm appropriate lighting levels.
 - Perform COMcheck lighting power density calculations

- Site lighting with photometric calculations.
- Includes (1) one city submittal – site lighting and photometric plan.
- Low Voltage System Design
 - Owner's vendors provide plans with all locations marked up.
 - Applies to voice/data, A/V, camera, and access control.
 - Participate in (3) virtual meetings to review device locations. EP to lead the conversation to determine the approach to all low voltage systems and where devices are placed.
 - Provide cable specifications.
 - Security system design criteria, cannabis surveillance compliance, storage security requirements, monitoring requirements, and compliance with OCM security regulations shall be provided by Client and/or Client's specialty security consultant/vendor.

SERVICES NOT INCLUDED

- Geotechnical Consulting and Engineering
- Boundary and Topographic survey
- Minnesota Office of Cannabis Management coordination, submittals, or approvals
- Cannabis operational consulting, security compliance consulting, inventory control systems, surveillance system compliance, Minnesota Office of Cannabis Management operational compliance, licensing preparation, or operational policy development
- B3 Guidelines compliance, documentation, submissions, modeling, and certification.

ADDITIONAL SERVICES

Services not specifically identified as BASIC SERVICES are excluded and may be provided as Additional Services upon authorization by Client.

Additional Services may include:

- Redesign resulting from Owner-requested changes after approval of prior phases
- Multiple jurisdictional resubmittals
- Additional public meetings
- Revisions caused by changes in laws or interpretations after commencement of services
- Stormwater management redesign
- Redesign due to budget revisions or bid overages
- Tenant operational/security revisions
- Expedited services
- Extended construction administration
- Phased permitting or phased bidding
- LEED, B3, sustainability, or energy modeling services
- OCM coordination or compliance consulting

Additional Services shall be compensated in accordance with EA's current Standard Hourly Billing Rates unless otherwise agreed in writing.

PROFESSIONAL FEES

Our Professional Fees for BASIC SERVICES as outlined above shall be a fixed fee of \$94,500 (ninety-four-thousand-five-hundred-dollars) plus reimbursable expenses as defined in the General Conditions.

ENDORSEMENT

Once signed, this proposal along with the attached Studio EA General Conditions is the entire agreement between Studio EA, LLC and the City of Lauderdale. Please return a signed and dated copy (via email is acceptable) to our office.

Acceptance: _____
City of Lauderdale Date

Sincerely,

A handwritten signature in black ink, appearing to read "Todd Zwiefelhofer", with a stylized flourish at the end.

Todd Zwiefelhofer, Partner

Attachment: Studio EA General Conditions

STUDIO EA, LLC GENERAL CONDITIONS

STUDIO EA, LLC (EA) Agreement with Client is comprised of these General Conditions and the accompanying letter agreement, written proposal, or authorization for services.

SECTION 1: STUDIO EA'S RESPONSIBILITIES

1.1 EA agrees to provide the professional services described in the letter agreement, written proposal, or authorization for services. In performing our services, we will use that degree of care and skill ordinarily exercised under similar circumstances by members of our profession practicing in the same locality and at the same time.

1.2 EA will perform the services as an independent contractor, and shall not be deemed, by virtue of this Agreement to have entered into any partnership, joint venture, or other relationship with the Client.

1.3 If included in the scope of services, any opinions of probable project cost, construction cost, financial evaluations, economic analyses of alternate solutions, and operations and maintenance costs provided are to be made on the basis of EA's experience and qualifications and represent EA's judgment as an experienced design professional. As EA does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractors' methods of determining their prices, EA does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations, or studies submitted by EA to Client.

1.4 If required as part of the services, EA may assist Client in applying for and obtaining permits and approvals from governmental units with jurisdiction over the project. However, EA cannot be responsible for any failure to issue, delay, or conditions imposed by such governmental units.

1.5 If EA's performance is delayed due to factors beyond our reasonable control, or if project conditions or the scope of work change, EA will give timely notice of the change and shall receive an equitable adjustment of compensation and schedule for completion. Project schedule assumes timely Client review and responses and normal municipal review timelines. Delays beyond EA's control may require equitable adjustment of schedule and compensation.

1.6 EA shall not be required to sign any documents, no matter by whom requested, that would result in EA having to state, certify,

guarantee, or warrant the existence of conditions whose existence EA cannot ascertain or that require the provision of services beyond the scope outlined in the letter agreement or written proposal.

1.7 EA will comply with the provisions of applicable federal, state, and local statutes, ordinances, and regulations pertaining to human rights and non-discrimination.

SECTION 2: CLIENT'S RESPONSIBILITIES

2.1 Client shall identify a representative authorized to act on the Client's behalf with respect to specific matters delegated to the representative in writing by the Client's Council. In no event shall the Client's representative have authority to agree to any adjustments in the Contract Sum or Contract Time, unless expressly authorized to do so in writing by the Client's Council. Client shall render decisions and approve EA's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of EA's services.

2.2 Client agrees to provide EA with all known information, conditions, standards, criteria, budget, and objectives which affect the project or EA's services, and EA shall be entitled to rely on the accuracy and completeness of such information and EA shall not be responsible for any errors or omissions that may arise as a result of erroneous or incomplete information provided by Client.

2.3 Client shall provide as required for the project, or to meet Client's needs, any accounting, independent cost estimating, insurance or bond counseling services, and legal services.

2.4 Client will examine all studies, reports, sketches, drafts, or other documents prepared by EA for Client's review in a timely manner, and generally render decisions and provide information in such a manner as to prevent delay of the services. Client shall give prompt written notice to EA if Client becomes aware of any defect in the services or inconsistency in any documents provided by EA and to provide EA with a reasonable opportunity to cure the same.

2.5 Client agrees to provide EA with access to the site, if necessary, to complete EA's services. Client agrees to provide all required surveys describing physical characteristics, legal limitations,

utility locations, etc. for the project site. Client shall also furnish the services of geotechnical engineers when such services are recommended or requested by EA or others.

2.6 Client acknowledges that the requirements of the building code, ADA or other governmental rules, ordinances, requirements, or regulations may be subject to various and possibly contradictory interpretations. EA therefore will use reasonable professional efforts to interpret applicable codes, rules, ordinances, requirements, or regulations as they apply to the project. Client shall cooperate with EA to resolve any contradictions or interpretations of the same so that the project complies with requirements and interpretations by the applicable governing authorities.

SECTION 3: DOCUMENTS AND REPORTS

3.1 Documents, diagrams, sketches, surveys, computer files, working drawings, and any other materials created or prepared by EA or its subconsultants as part of its performance of this Agreement (the "Work Products") are instruments of service. EA and its subconsultants shall retain all common law, statutory and other rights, including copyright. Upon payment in full all sums due pursuant to the Agreement, EA shall make copies of deliverables available to Client and Client may use such Work Products in connection with Client's use or maintenance of the project. The Work Products are for use solely with respect to this project, and are not intended or represented to be suitable for reuse by the Client or others on extensions of the project or any other project.

3.2 If the Work Products have not been finished (including, but not limited to, completion of final quality control), then EA shall have no liability for any claims expenses or damages that may arise out of items that could have been corrected during completion/quality control. Any modification or reuse without written verification or adaptation by EA for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to EA. Client shall indemnify, defend, and hold harmless EA from any and all suits or claims arising out of use of unfinished documents, or modification or reuse of finished documents, which is not specifically verified, adapted, or authorized in writing by EA. This indemnity shall survive the completion or termination of this Agreement.

SECTION 4: COMPENSATION

4.1 EA's pricing of this work is predicated upon the Client's acceptance of the conditions and allocations of risks and responsibilities described in this Agreement. If there is no other Agreement as to rates and fees, the Client agrees to pay EA's current Standard Hourly Billing Rates for any work done on the Client's behalf pursuant to this Agreement. An

estimate or statement of probable cost is not a firm figure unless stated as such.

4.2 In addition to payment of fees, Client shall pay EA's reimbursable expenses directly attributable to the project without any mark-up. Reimbursable expenses shall include but not be limited to: document printing, copies, and reproductions; postage and delivery fees; travel time and subsistence; mileage; fees for submittals to governmental authorities; etc.

4.3 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of EA's invoice. Amounts unpaid thirty-five days after the invoice date in accordance with the Prompt Payment Act shall bear interest at the rate of 4% annum.

4.4 In the event of a disputed invoice, Client shall identify in writing the specific cause of the dispute within fifteen (15) days from the date of the invoice and shall pay when due any undisputed portion.

~~4.5 EA shall be entitled to recover all attorneys' fees; dispute resolution fees, court costs, and other expenses incurred in the collection of any amounts due under this Agreement. EA shall also be entitled to all costs and expenses incurred in enforcing any portion of this Agreement, including reasonable attorneys' fees.~~

4.6 Except for amounts that are subject to a good faith dispute, in the event Client fails to make timely payment or otherwise is in material breach of this Agreement, then EA may without any liability for delay or other damages, and after giving fifteen (15) days written notice to Client, terminate services, or at EA's option, suspend services and/or withhold deliverables until EA has been paid in full or the other breach by Client has been cured. If EA elects to suspend services, then before resuming services, EA shall be paid in full all sums due prior to suspension and any expenses incurred in the interruption and resumption of EA's services, and Client shall cure any other breaches, EA's fees for the remaining services and the time schedules shall be equitably adjusted.

4.7 No deduction shall be made from any invoice because of penalty set-off or liquidated damages.

4.8 Client has the right to terminate this Agreement upon fifteen (15) days written notice. In the event of termination, Client shall pay EA for all fees and expenses incurred up the effective date of the termination, plus twenty percent (20%) for EA's anticipated profit on the value of services not performed.

SECTION 5: CONSTRUCTION PHASE SERVICES

5.1 If included as part of the scope of services, EA will review and take other appropriate action upon contractors' submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for general conformance with contract documents. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities or for substantiating instructions for installation or performance of equipment or systems designed by the contractor. Any such review of a specific item shall not indicate review of an assembly of which the item is a component.

5.2 If included as part of the services, EA will review contractors' pay applications and issue certificates for payment. Such review or issuance shall not be a representation that EA has (1) made exhaustive or continuous on-site observations to check the quality or quantity of work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from subcontractors and material suppliers and other data requested by the Client to substantiate the contractors' right to payment or (4) ascertained how or for what purpose the contractor has used money previously paid.

5.3 If included in the scope of services, EA will provide, with reasonable promptness, written responses to requests from any contractor for clarification, interpretation, or information on the requirements of the Contract Documents. Client's contractors shall be responsible for results or damages arising out of proceeding with work when contractor has questions regarding the requirements and fails to submit such a request for information.

5.4 If included in the scope of services, EA will make site visits as specified in the scope of services in order to observe the progress of the work completed. Such site visits and observations are not intended to be an exhaustive check or detailed inspection, but rather are to allow EA to become generally familiar with the work. EA shall keep Client informed about the progress of the work and shall advise the Client about observed deficiencies in the work. EA shall not supervise, direct, or have control over any contractor's work, nor have any responsibility for the construction means, methods, techniques, sequences, or procedures selected by the contractor, nor for the contractor's safety precautions or programs in connection with the work. These rights and responsibilities are solely those of the contractor. EA shall not be responsible for any acts or omissions of any contractor and shall not be responsible for any contractor's failure to perform the work in accordance with the Contract

Documents or any applicable laws, codes, rules, regulations, or industry standards.

If construction observation services are not included in the scope of services, Client assumes all responsibility for interpretation of the Contract Documents and for construction observation and the Client waives any claims against EA that are connected with the performance of such services.

SECTION 6: HAZARDOUS MATERIALS

6.1 Client shall disclose to EA the existence of all asbestos, petroleum, or other hazardous or toxic materials, including those regulated by the Comprehensive Environmental Response and Liability Act (CERCLA) at or near the project site (Hazardous Materials). Both parties acknowledge and agree that EA is not a user, handler, generator, operator, treater, storer, transporter, or disposer of such Hazardous Materials. EA's scope of services does not include any services related to identification, abatement, or removal of the same.

6.2 In the event any party encounters any such Hazardous Materials at or adjacent to the project site, then Client shall retain an appropriate specialist to identify, abate, or remove any and all such Hazardous Materials and to ensure that the project site is in compliance with CERCLA, or other applicable environmental rules, laws, and regulations regarding the same.

6.3. Client shall, to the fullest extent permitted by law, defend, indemnify, and hold harmless EA, and its subconsultants, of and from any and all claims, suits, demands, liabilities, losses, or costs resulting or arising out of the detection, presence, handling, removal, abatement, or disposal of such Hazardous Materials.

SECTION 7: RISK, DISPUTES, AND DAMAGES

7.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation. The parties may agree to mediate at any time; however, mediation is not a condition precedent to commencing litigation. If litigation is commenced, the parties agree to mediate before any dispositive motions or trial. The fee and costs of the mediator shall be apportioned equally between the parties.

7.2 Neither party will be liable to the other for special, incidental, consequential or punitive losses or damages, including but not limited to damages resulting from delay, loss of use, loss of profits or revenue, or cost of capital.

7.3 Client agrees to promptly notify EA in writing of any claimed negligent act, error, or omission and to provide EA with the opportunity to investigate and to recommend ways of mitigating

damages as a condition precedent to litigation or other remedies provided by law.

7.4 Client and EA agree that certain increased costs and changes may be required because of possible omissions, ambiguities, or inconsistencies in the information provided by Client and/or the plans and specifications prepared by EA, and therefore, that the final construction cost of the project may exceed the bids, contract amount, or estimated construction cost. Client agrees to set aside a reserve in the amount of 10% of the project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes.

7.5 If, due to EA's negligence, a required item or component of the Project is omitted from the construction documents, EA shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event, will EA be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the project. EA shall provide design services for any omitted item or component at EA's own expense where the need therefore arises from EA's negligence.

7.6 Many risks affect us by virtue of entering into this Agreement to provide professional services. The fee charged by EA is specifically based upon the services to be performed and a reasonable allowance for our risk and is not sufficient to warrant EA's assumption of any risk beyond what is set forth herein. EXCEPT FOR LOSSES AND DAMAGES DUE TO GROSS NEGLIGENCE OR INTENTIONAL TORTS, THE TOTAL AMOUNT OF LIABILITY OF EA, ITS AGENTS, AND EMPLOYEES, SHALL BE LIMITED TO THE AMOUNT OF THE FEE PAID BY THE CLIENT FOR THE PROJECT.

SECTION 8: INSURANCE

8.1 EA will maintain general liability, automobile liability, workers compensation, and professional liability insurance policies. Certificates of insurance will be provided to Client upon request.

8.2 Client shall obtain, or require its contractors to obtain, such insurance as is reasonably prudent or necessary to protect against foreseeable losses and risks.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 These General Conditions and the accompanying letter agreement or written proposal constitute the entire agreement between the parties and supersedes any prior agreements and any purchase order conditions. This Agreement may only be amended by a subsequent written agreement signed by both the Client and EA.

9.2 Neither party may assign this Agreement without the written consent of the other party, but EA may enter into subcontracts for portions of the work upon notice to Client.

9.3 There are no third-party beneficiaries, and nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of any third party.

9.4 It is intended by the parties that EA's services in connection with the project shall not subject EA's individual employees, officers, or directors to any personal legal exposure for the risks associated with this project. Therefore, and notwithstanding anything to the contrary, Client agrees that as the Client's sole and exclusive remedy, any claim, demand, or suit shall be directed and/or asserted only against EA, a limited liability corporation, and not against any of EA's individual employees, officers, or directors.

9.5 This Agreement shall be interpreted according to the laws of the state where the project is located.

9.6 Each provision of this Agreement is intended to be severable. If any provision of this Agreement is declared illegal or invalid for any reason, such illegality or invalidity shall not affect the remainder of this Agreement.

9.7 Termination of this Agreement shall not affect any indemnification or limitation of liability provisions contained herein.

9.8 In lieu of or in addition to signing the acceptance blank on the letter agreement or written proposal, the Client may accept this Agreement by authorizing EA to commence work on the project. Such authorization shall be deemed to have incorporated the terms and conditions of this Agreement.

9.9 EA shall have the right to include photographic or artistic representations of the design of the project among EA's promotional and professional materials. Client agrees to provide EA and subconsultants access as needed to the completed project to extensively photograph and make such representations. Client shall provide professional credit to EA in Client's promotional materials for the project.

9.10 Record Keeping—Availability and Retention: Pursuant to Minnesota Statutes, Section 16C.05, subd. 5, EA agrees that the books, records, documents and accounting procedures and practices of EA, that are relevant to the Contract or transaction, are subject to examination by the Client and the state auditor for a minimum of six (6)

years. EA shall maintain such records for a minimum of six (6) years after final payment.

9.11 Data Practices: Pursuant to Minnesota Statutes, Section 13.05, subd. 11, all of the data created, collected, received, stored, used, maintained, or disseminated by EA in performing this contract is subject to the requirements of the Minnesota Government Data Practices Act ("MGDPA"), Minnesota Statutes Chapter 13, and EA must comply with those requirements as if it were a government entity. The remedies in Minnesota Statutes, Section 13.08 apply to EA. EA does not have a duty to provide access to public data to the public if the public data are available from the Client, except as required by the terms of this contract.

9.12 Non-Discrimination: Pursuant to Minnesota Statutes, Section 181.59, EA will take affirmative action to ensure that applicants are selected, and that employees are treated during employment, without regard to their race, color, creed, religion, national origin, sex, sexual orientation, marital status, status with regard to public assistance, membership or activity in a local civil rights commission, disability or age. EA agrees to be bound by the provisions of Minnesota Statutes, Section 181.59, that prohibits certain discriminatory practices and the terms of said section are incorporated into this contract.

9.13 Prompt Payment of Local Government Bills, Minn. Stat. § 471.425: All payments to EA shall be governed by the Prompt Payment of Local Government Bills, Minnesota Statutes Section 471.425 ("Prompt Payment Act"), provided however that the interest rate for payment due but unpaid shall be four percent (4%) per annum.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	May 26, 2026	Agenda Item	Storm Sewer Televising/Clean
---------------------	--------------	--------------------	------------------------------

Action Requested

Consent	☐	Public Hearing	☐	Discussion	☒
Action	☒	Resolution	☐	Work Session	☐

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Last year, the sanitary sewer system was fully cleaned, televised, inspected, and repaired. The plan for this year is to clean and televise the storm sewer pipes and inspect the storm sewer manholes. A copy of the specs follows. Repairs would happen in conjunction with the future mill-and-overlay project.

The city engineer estimated the cost at \$80,000. She facilitated a request for quotes among four companies known to do this kind of work. Only one prepared a response – Pipe Services. The question before the Council is whether to accept the response from Pipe Services or to direct the city engineer to research other options. Pipe Services response of \$61,554.00 was below the engineer's estimate. Due to the reasonable cost, staff recommend moving the project ahead.

STAFF RECOMMENDATION:

Motion directing staff to enter into an agreement with Pipe Services for the cleaning and televising of the City's storm sewer system.

QUOTE FORM
CITY OF LAUDERDALE STORM SEWER CLEANING/TELEVISION

Quotes due: 12:00 Noon, May 19, 2026
Email quotes to Kellie Schlegel at kellie.schlegel@stantec.com
Anticipated award date is May 26, 2026

No.	Item	Units	Qty	Unit Price	Total Price
BASE QUOTE:					
1	TELEVISION STORM SEWER	LF	18100	\$ 2.44	\$ 42,354.00
2	CLEAN STORM SEWER STRUCTURE/PIPE	HOUR	50	\$ 384.00	\$ 19,200.00
TOTAL BASE QUOTE:					\$ 61,554.00

SUBMITTED on 18 MAY, 2026

If Bidder Is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: Pipe Services (SEAL)

State of Incorporation: Minnesota

Type (General Business, Professional, Service, Limited Liability): LLC

By: Ryan Mergen (Signature)

Name (typed or printed): Ryan Mergen

Title: CEO

Attest: Shawn B. B. (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: 16281 Baseline Avenue Shakopee, MN 55379

Phone No.: 952-445-3173 Fax No.: _____

Project Manual For

2026 Storm Sewer Cleaning/Televising Project

Prepared for:

City of Lauderdale, Minnesota



May 2026

Stantec Project No. 193807659

SECTION 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

Division 00 - Procurement and Contracting Requirements

Introductory Information

00 01 10 Table of Contents

Procurement Requirements

00 41 10 Quote Form

00 41 13 Bid Form Attachment A

Contracting Requirements

00 52 10 Contract

SPECIFICATIONS GROUP

Division 33 - Utilities

33 08 30 Commissioning of Storm Sewer Utilities

DRAWINGS

Storm Sewer Maps

END OF SECTION

This Page Left Blank Intentionally

QUOTE FORM

CITY OF LAUDERDALE STORM SEWER CLEANING/TELEVISION

Quotes due: 12:00 Noon, May 19, 2026

Email quotes to Kellie Schlegel at kellie.schlegel@stantec.com

Anticipated award date is May 26, 2026

No.	Item	Units	Qty	Unit Price	Total Price
BASE QUOTE:					
1	TELEVISION STORM SEWER	LF	18100	\$ _____	\$ _____
2	CLEAN STORM SEWER STRUCTURE/PIPE	HOURL	50	\$ _____	\$ _____
TOTAL BASE QUOTE:					\$ _____

SUBMITTED on _____, 2026

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

SECTION 00 41 13

BID FORM ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: 2026 Storm Sewer Cleaning/Televising Project_____

Minn. Stat. § 16C.285, Subd. 7. **IMPLEMENTATION.** ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...

Minn. Stat. § 16C.285, Subd. 3. **RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA.** "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:

- | | |
|-----|--|
| (1) | <p>The Contractor:</p> <ul style="list-style-type: none">(i) is in compliance with workers' compensation and unemployment insurance requirements.(ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees,(iii) has a valid federal tax identification number or a valid Social Security number if an individual; and(iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative. |
| (2) | <p>The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity:</p> <ul style="list-style-type: none">(i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period,(ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final,(iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees.(iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27(v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or(vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;* |

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order, *
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Project Manual For

2026 Storm Sewer Cleaning/Televising Project

Prepared for:

City of Lauderdale, Minnesota



May 2026

Stantec Project No. 193807659

SECTION 00 01 10
TABLE OF CONTENTS

PROCUREMENT AND CONTRACTING REQUIREMENTS GROUP

Division 00 - Procurement and Contracting Requirements

Introductory Information

00 01 10 Table of Contents

Procurement Requirements

00 41 10 Quote Form

00 41 13 Bid Form Attachment A

Contracting Requirements

00 52 10 Contract

SPECIFICATIONS GROUP

Division 33 - Utilities

33 08 30 Commissioning of Storm Sewer Utilities

DRAWINGS

Storm Sewer Maps

END OF SECTION

This Page Left Blank Intentionally

QUOTE FORM

CITY OF LAUDERDALE STORM SEWER CLEANING/TELEVISIONING

Quotes due: 12:00 Noon, May 19, 2026

Email quotes to Kellie Schlegel at kellie.schlegel@stantec.com

Anticipated award date is May 26, 2026

No.	Item	Units	Qty	Unit Price	Total Price
BASE QUOTE:					
1	TELEVISION STORM SEWER	LF	18100	\$ _____	\$ _____
2	CLEAN STORM SEWER STRUCTURE/PIPE	HOURL	50	\$ _____	\$ _____
TOTAL BASE QUOTE:					\$ _____

SUBMITTED on _____, 2026

If Bidder is:

An Individual

Name (typed or printed): _____

By: _____ (SEAL)
(Individual's signature)

Doing business as: _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Partnership

Partnership Name: _____ (SEAL)

By: _____
(Signature of general partner)

Name (typed or printed): _____

Business address: _____

Phone No.: _____ Fax No.: _____

A Corporation

Corporation Name: _____ (SEAL)

State of Incorporation: _____

Type (General Business, Professional, Service, Limited Liability): _____

By: _____
(Signature)

Name (typed or printed): _____

Title: _____

Attest _____ (CORPORATE SEAL)
(Signature of Corporate Secretary)

Business address: _____

Phone No.: _____ Fax No.: _____

SECTION 00 41 13

BID FORM ATTACHMENT A

RESPONSIBLE CONTRACTOR VERIFICATION AND CERTIFICATION OF COMPLIANCE

PROJECT TITLE: 2026 Storm Sewer Cleaning/Televising Project_____

Minn. Stat. § 16C.285, Subd. 7. IMPLEMENTATION. ... any prime contractor or subcontractor that does not meet the minimum criteria in subdivision 3 or fails to verify that it meets those criteria is not a responsible contractor and is not eligible to be awarded a construction contract for the project or to perform work on the project...	
Minn. Stat. § 16C.285, Subd. 3. RESPONSIBLE CONTRACTOR, MINIMUM CRITERIA. "Responsible contractor" means a contractor that conforms to the responsibility requirements in the solicitation document for its portion of the work on the project and verifies that it meets the following minimum criteria:	
(1)	The Contractor: (i) is in compliance with workers' compensation and unemployment insurance requirements. (ii) is currently registered with the Department of Revenue and the Department of Employment and Economic Development if it has employees, (iii) has a valid federal tax identification number or a valid Social Security number if an individual; and (iv) has filed a certificate of authority to transact business in Minnesota with the Secretary of State if a foreign corporation or cooperative.
(2)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 177.24, 177.25, 177.41 to 177.44, 181.13, 181.14, or 181.722, and has not violated United States Code, title 29, sections 201 to 219, or United States Code, title 40, sections 3141 to 3148. For purposes of this clause, a violation occurs when a contractor or related entity: (i) repeatedly fails to pay statutorily required wages or penalties on one or more separate projects for a total underpayment of \$25,000 or more within the three-year period, (ii) has been issued an order to comply by the commissioner of Labor and Industry that has become final, (iii) has been issued at least two determination letters within the three-year period by the Department of Transportation finding an underpayment by the contractor or related entity to its own employees. (iv) has been found by the commissioner of Labor and Industry to have repeatedly or willfully violated any of the sections referenced in this clause pursuant to section 177.27 (v) has been issued a ruling or findings of underpayment by the administrator of the Wage and Hour Division of the United States Department of Labor that have become final or have been upheld by an administrative law judge or the Administrative Review Board; or (vi) has been found liable for underpayment of wages or penalties or misrepresenting a construction worker as an independent contractor in an action brought in a court having jurisdiction. Provided that, if the contractor or related entity contests a determination of underpayment by the Department of Transportation in a contested case proceeding, a violation does not occur until the contested case proceeding has concluded with a determination that the contractor or related entity underpaid wages or penalties;*

(3)	The contractor or related entity is in compliance with and, during the three-year period before submitting the verification, has not violated section 181.723 or chapter 326B. For purposes of this clause, a violation occurs when a contractor or related entity has been issued a final administrative or licensing order, *
(4)	The contractor or related entity has not, more than twice during the three-year period before submitting the verification, had a certificate of compliance under section 363A.36 revoked or suspended based on the provisions of section 363A.36, with the revocation or suspension becoming final because it was upheld by the Office of Administrative Hearings or was not appealed to the office;*
(5)	The contractor or related entity has not received a final determination assessing a monetary sanction from the Department of Administration or Transportation for failure to meet targeted group business, disadvantaged business enterprise, or veteran-owned business goals, due to a lack of good faith effort, more than once during the three-year period before submitting the verification;*
	* Any violations, suspensions, revocations, or sanctions, as defined in clauses (2) to (5), occurring prior to July 1, 2014, shall not be considered in determining whether a contractor or related entity meets the minimum criteria.
(6)	The contractor or related entity is not currently suspended or debarred by the federal government or the state of Minnesota or any of its departments, commissions, agencies, or political subdivisions; and
(7)	All subcontractors that the contractor intends to use to perform project work have verified to the contractor through a signed statement under oath by an owner or officer that they meet the minimum criteria listed in clauses (1) to (6).

Minn. Stat. § 16C.285, Subd. 5. **SUBCONTRACTOR VERIFICATION.**

A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project.

If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors.

A prime contractor shall submit to the contracting authority upon request copies of the signed verifications of compliance from all subcontractors of any tier pursuant to subdivision 3, clause (7). A prime contractor and subcontractors shall not be responsible for the false statements of any subcontractor with which they do not have a direct contractual relationship. A prime contractor and subcontractors shall be responsible for false statements by their first-tier subcontractors with which they have a direct contractual relationship only if they accept the verification of compliance with actual knowledge that it contains a false statement.

Minn. Stat. § 16C.285, Subd. 4. **VERIFICATION OF COMPLIANCE.**

A contractor responding to a solicitation document of a contracting authority shall submit to the contracting authority a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in subdivision 3 at the time that it responds to the solicitation document.

A contracting authority may accept a sworn statement as sufficient to demonstrate that a contractor is a responsible contractor and shall not be held liable for awarding a contract in reasonable reliance on that statement. Failure to verify compliance with any one of the minimum criteria or a false statement under oath in a verification of compliance shall render the prime contractor or subcontractor that makes the false statement ineligible to be awarded a construction contract on the project for which the verification was submitted.

A false statement under oath verifying compliance with any of the minimum criteria may result in termination of a construction contract that has already been awarded to a prime contractor or subcontractor that submits a false statement. A contracting authority shall not be liable for declining to award a contract or terminating a contract based on a reasonable determination that the contractor failed to verify compliance with the minimum criteria or falsely stated that it meets the minimum criteria.

CERTIFICATION

By signing this document, I certify that I am an owner or officer of the company, and I swear under oath that:

- 1) My company meets each of the Minimum Criteria to be a responsible contractor as defined herein and is in compliance with Minn. Stat. § 16C.285,
- 2) I have included Attachment A-1 with my company's solicitation response, and
- 3) if my company is awarded a contract, I will also submit Attachment A-2 as required.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Sworn to and subscribed before me this
_____ day of _____, 20__.

Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

NOTE: Minn. Stat. § 16C.285, Subd. 2, (c) If only one prime contractor responds to a solicitation document, a contracting authority may award a construction contract to the responding prime contractor even if the minimum

criteria in subdivision 3 are not met.

ATTACHMENT A-1

FIRST-TIER SUBCONTRACTORS LIST

SUBMIT WITH PRIME CONTRACTOR RESPONSE

PROJECT TITLE: 2026 Storm Sewer Cleaning/Televising Project

Minn. Stat. § 16C.285, Subd. 5. A prime contractor or subcontractor shall include in its verification of compliance under subdivision 4 a list of all of its first-tier subcontractors that it intends to retain for work on the project. Submit this form with the Bid Form.

FIRST TIER SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ATTACHMENT A-2

ADDITIONAL SUBCONTRACTORS LIST

PRIME CONTRACTOR TO SUBMIT AS SUBCONTRACTORS ARE ADDED TO THE PROJECT

PROJECT TITLE: _____

This form must be submitted to the Project Manager or individual as identified in the solicitation document.

Minn. Stat. § 16C.285, Subd. 5. If a prime contractor or any subcontractor retains additional subcontractors on the project after submitting its verification of compliance, the prime contractor or subcontractor shall obtain verifications of compliance from each additional subcontractor with which it has a direct contractual relationship and shall submit a supplemental verification confirming compliance with subdivision 3, clause (7), within 14 days of retaining the additional subcontractors. Submit this form to the Project Manager.

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

ADDITIONAL SUBCONTRACTOR NAMES (Legal name of company as registered with the Secretary of State)	Name of city where company home office is located

SUPPLEMENTAL CERTIFICATION FOR ATTACHMENT A-2

By signing this document I certify that I am an owner or officer of the company, and I swear under oath that:

All additional subcontractors listed on Attachment A-2 have verified through a signed statement under oath by an owner or officer that they meet minimum criteria to be a responsible contractor as defined in **Minn. Stat. § 16C.285**.

Authorized Signature of Owner or Officer:	Printed Name:
Title:	Date:
Company Name:	

Sworn to and subscribed before me this
 _____ day of _____, 20 .

 Notary Public

My Commission Expires: _____

PLACE NOTARY SEAL HERE

END OF SECTION

Contract between the City of Lauderdale and Contractor

This contract (the "Agreement") is made and entered into this _____ day of _____, 2026, between the City of Lauderdale, Minnesota (the "City"), and **Contractor**, (the "Contractor"), (collectively, the "Parties").

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

- The televising of various pipe sizes in the City of Lauderdale, including the following approximate quantities.
 - The televising of:
 - 18,100 LF of Storm Sewer Pipe (12" – 60")
 - The cleaning of storm sewer pipe as-needed to accommodate specified televising. Pipe and structures to be cleaned may vary in size/diameter and material, and shall only be done as directed by the Owner.

2. Compensation. The City agrees to pay the Contractor an amount not to exceed the quoted price of **\$(To be completed after award of project)**. 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 2026 storm sewer cleaning and televising with the following completion dates:

- Part A: Cleaning and televising shall be completed by **September 30, 2026**. Televising reports and videos shall be received by the Owner by **October 28, 2026**.

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

By: _____
Mary Gaasch, Mayor

And: _____
Heather Butkowski,
City Administrator

Contractor

Contractor Representative

CLEANING AND TELEVISIONING STORM SEWER UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Section Includes
 - 1. Cleaning and Televisioning of storm sewer pipe.

1.02 PRICE AND PAYMENT

- A. Measurement and Payment
 - 1. A Quote Item has been provided for Televising Storm Sewer. Measurement will be by lineal foot, regardless of pipe size, material, length, or depth. Payment will include all costs related to providing water for determining sags, and televising the line as specified, including submittals.
 - 2. A Bid Item has been provided for Clean Storm Sewer Structure/Pipe. Bid Item is for cleaning debris from storm sewer structures or pipe prior to televising. **Cleaning must be approved by the Owner prior to commencement.** Measurement shall be by the Hour of crew time spent cleaning existing storm sewer structures and pipe. Time for mobilization, disposal of debris, and demobilization will not be measured and shall be considered incidental. Payment will include all costs related to cleaning storm sewer pipe or structures, including labor, materials, and disposal. Debris cleared from pipe and structures must be disposed off off-site by the Contractor. The Owner does not have a designated disposal site.
 - 3. All other Work and costs of this Section shall be incidental to the Project and included in the Total Base Bid.

1.03 SUBMITTALS

- A. Submit the following items:
 - 1. Proposed cleaning methods.
 - 2. Results of field testing
 - 3. 2 copies on DVD or flash drive format of sewer televising and 2 copies of the written report on conditions. DVD/flash drive and written reports shall be submitted to both Engineer and Owner.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 EXAMINATION

- A. If directed by the Engineer, clean lines and structures such that debris has been removed.
- B. Commence televising only when pipe and structures are clean and free of dirt, water, or other foreign matter.

3.02 FIELD QUALITY CONTROL

- A. Contractor shall provide all material, equipment, and labor required to clean and televise the storm sewer system.
- B. Contractor shall maintain access to all driveways, parking lots, streets, and alleys at all times. Contractor shall coordinate any private access needs directly with the property owner.

3.03 STORM SEWER CLOSED CIRCUIT TELEVISION INSPECTION

- A. General
 - 1. Cleaning and Televising shall be performed on all storm sewer lines as indicated in the Drawing.
 - 2. Format – The video will be submitted in a DVD format with both audio and video.
 - 3. Camera – The camera will be a self-propelled unit providing color video with the ability to tilt up and down and pan left to right. The camera lens shall be capable of turning and looking up each wye or service tap to a minimum distance of the first fitting of the service pipe. The camera is to provide color video and still photographs of any defect.
 - 4. Rate – The televising shall be conducted at a rate not to exceed 30 feet per minute.
- B. Line Requirements
 - 1. Select Lines may need to be jetted and vacuumed so that all debris has been removed prior to televising.
 - 2. Contractor shall remove all large debris from downstream manholes.
 - 3. All debris cleared from structures and pipe must be disposed of off-site. The City does not have a disposal site.
 - 4. A small quantity of water is to be introduced into the line prior to televising. Amount shall be determined by the Engineer and coordinated with the Owner and St. Paul Regional Water Services. The amount of water shall be sufficient enough to distinguish any sags or alignment problems with the pipe.
 - Contractor shall coordinate water meter and usage directly with St. Paul Regional Water Services. Contractor shall be responsible for any fees associated with obtaining water for televising.
 - 5. Each run will consist of a starting and ending MH-#, line size, and a zero reading on the counter at center of the starting manhole.
 - 6. Each service wye shall be examined using the pan and tilt feature.
 - 7. The video camera operator shall type into the video the station (distance), wye location on either the left or right side of the pipe and any problems they notice while televising the sewer lines.
- C. Manhole Requirements
 - 1. Examine starting and ending doghouses for quality of mortar work.
 - 2. Examine all joints to confirm watertight quality of gaskets and seals.
 - 3. While at the bottom of the manhole, the camera will examine for infiltration as high as it can see around the entire manhole circumference.
- D. Report Requirements
 - 1. A technician shall observe the monitor at all times during the televising and record the data.
 - 2. Note locations, length and depth of any sags in the pipe (indicate any depths greater than 1/2 inch).
 - 3. Note locations, length and depth of any areas of dirt or debris in the pipe (indicate any depths greater than 1/2 inch).

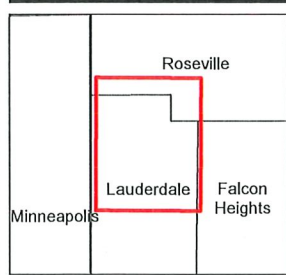
4. Record distance from center of manhole to center of manhole.
 5. Note each change in pipe material, including station.
 6. Note each service tap location with station and orientation (Example: wye right, 3 o'clock).
 7. The complete report and DVD shall be submitted to the Owner/Engineer within 14 days after the completion of the televised segments.
 8. Include color photos/images of defects in the written report.
- E. Review
1. All television reports and DVDs will be reviewed after the submittal is received.
 2. Comments and corrections will be noted and submitted to the Contractor for immediate correction.
- F. Defects
1. Any pipe that is not at least 90% free of debris shall be immediately corrected by the Contractor.
 2. The re-cleaned segment shall then be re-televised from manhole to manhole in accordance with section 3.04, and submit a report within 7 days. No additional compensation shall be awarded for re-televising any lines.

3.04 REQUIREMENTS FOR TEST FAILURES

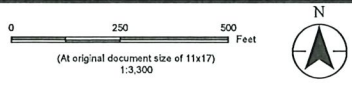
- A. Test Failure
1. Unless otherwise permitted by the Engineer, any pipe that is not visually free of debris by more than 90% of the diameter shall be cleaned and televised again at the contractor's expense.

END OF SECTION

This Page Left Blank Intentionally



- Legend**
- Lauderdale Storm Sewer Structures**
- Catch Basin
 - Manhole
 - ▴ Flared End
 - Sump
 - Storm Sewer (to be Televised)
 - Storm Sewer (Not in Contract)



Project Location
Lauderdale, Ramsey Co., MN

Client/Project
City of Lauderdale
Storm Televising

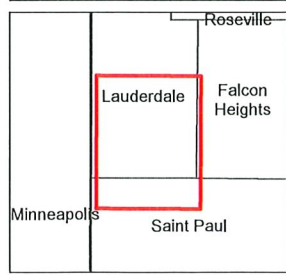
Prepared by DVE on 2025-04-28
193507659

Figure No.
1

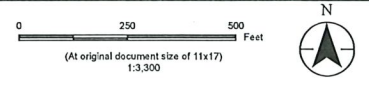
Title
Storm Sewer Televising North Map

Notes

1. Coordinate System: NAD 1983 HARN Adj. MN Ramsey Feet
2. Data Sources: MNDOT, Ramsey County Imagery
3. Background: Ramsey County Aerial 2024



- Legend**
- Lauderdale Storm Sewer Structures**
- Catch Basin
 - Manhole
 - ▬ Flared End
 - Sump
 - Storm Sewer (to be Televised)
 - Storm Sewer (Not in Contract)



Project Location
Lauderdale, Ramsey Co., MN

Client/Project
City of Lauderdale
Storm Televising

Prepared by DME on 2026-04-28
193907659

Figure No.
1

Title
Storm Sewer Televising South Map

Notes

1. Coordinate System: NAD 1983 HARN Adj. MN Ramsey Feet
2. Data Sources: MNDOT, Ramsey County Imagery
3. Background: Ramsey County Aerial 2004

R:\GIS\land_use\ramsey_county\storm_sewer\storm_sewer_televising\storm_sewer_televising_south_map.aprx
 Revision: 2026-04-28 By: dme