

LAUDERDALE CITY COUNCIL MEETING AGENDA –
AMENDED 7:00 P.M. TUESDAY, JUNE 9, 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 26, 2026, City Council Meeting
- c. Claims Totaling **\$153,892.01**

4. CONSENT

5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

- a. Recognize Deputy Clerk Miles Cline on 10-Year Anniversary with the City

6. INFORMATIONAL PRESENTATIONS / REPORTS

- a. Annual Report by Ramsey County Commissioner Mary Jo McGuire and Ramsey County Manager Ling Becker
- b. Day in the Park – July 9

7. PUBLIC HEARINGS

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

- a. Ordinance No. 26-01 Creating Title 9, Chapter 3 of the Code of Ordinances Regarding Plumbing Permit Administration, Plan Review, and Inspections
- b. Resolution No. 060926A – Approving Summary Publication of Ordinance No. 26-01

8. DISCUSSION / ACTION ITEM

- a. Professional Services Agreement with Rum River Ventures, LLC DBA Rum River Consultants
- b. Resolution No. 060926B – Approving a Minnesota Department of Labor and Industry Plumbing Plan Review Agreement
- c. Video Recording in City Parks

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDAS FOR UPCOMING MEETINGS

- a. May Financial Reports
- b. Revisions to Sewer Utility Ordinance
- c. Revisions to Storm Water Ordinances
- d. Presentation by District 10 Metropolitan Council Member Peter Lindstrom

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: Jun 9, 2026 07:00 PM Central Time (US and Canada)

Topic: June 9, 2026 Lauderdale City Council Webinar

Join from PC, Mac, iPad, or Android:

<https://us02web.zoom.us/j/86382136694?pwd=oF6XHw7CcKkLdL2zSQC8UYYi0LMmYO.1>

Webinar ID: 863 8213 6694

Passcode: 881438

Join via audio:

+1 646 558 8656 US (New York)

+1 646 931 3860 US

+1 301 715 8592 US (Washington DC)

+1 305 224 1968 US

+1 309 205 3325 US

+1 312 626 6799 US (Chicago)

+1 386 347 5053 US

+1 507 473 4847 US

+1 669 900 9128 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 360 209 5623 US

International numbers available: <https://us02web.zoom.us/j/keqCavBzX9>

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

Page 1 of 3

May 26, 2026

Call to Order

Mayor Pro Tem Sayre called the Regular City Council meeting to order at 7:03 p.m.

Roll Call

Councilors present: Jeff Dains, Duane Pulford, and Mayor Pro Tem Evan Sayre.

Councilors absent: Sharon Kelly and Mayor Mary Gaasch.

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

Approvals

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

Mayor Pro Tem Sayre asked if there were corrections to the minutes of the May 12, 2026, City Council meeting. There being none, Councilor Pulford moved and seconded by Councilor Dains to approve the May 12, 2026, City Council meeting minutes. Motion carried unanimously.

Mayor Pro Tem Sayre asked if there were any questions on the claims. There being none, Councilor Dains moved and seconded by Councilor Pulford to approve the claims totaling \$98,534.83. Motion carried unanimously.

Consent

Councilor Pulford moved and seconded by Councilor Dains to approve the Consent Agenda thereby acknowledging the April financial reports and approving the Como Partnership L.L.L.P. sanitary sewer agreement.

Informational Presentations/Reports

A. Annual Report by Eureka! Recycling

Joanna Stone, Director of Customer Relations for Eureka! Recycling, approached the dais to present the 2025 recycling summary report. Along with her presentation, Stone mentioned that Eureka! will host a booth at Day in the Park on July 9. They are also offering tours of their facility to Lauderdale residents on Saturday, May 30 between 8:00 a.m. and 1:00 p.m.

Discussion/Action Item

A. Insurance Renewal – Municipal Tort Liability

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 renewal.

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

Page 2 of 3

May 26, 2026

Annually, the City Council must determine whether 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.

Councilor Pulford made a motion to authorize staff to remit the Liability Coverage—Waiver Form to LMCIT indicating the City does not waive the monetary limits on municipal tort liability established by MS 466.04. This was seconded by Councilor Dains and carried unanimously.

B. Contract for Architectural Services with Studio EA

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 amount is \$94,500. This does not include the topographic and geotechnical analysis that will need to be done to assess soil conditions.

Councilor Dains made a motion to enter into an agreement for architectural services with Studio EA as defined in the AE Design Agreement and General Conditions as presented. This was seconded by Councilor Pulford and carried unanimously.

C. Quote for Storm Sewer Cleaning and Televising

Last year, the sanitary sewer system was 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. 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 was 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.

Councilor Pulford made a motion directing staff to enter into an agreement with Pipe Services for the cleaning and televising of the City's storm sewer system. This was seconded by Councilor Dains and carried unanimously.

Set Agenda for Next Meeting

Butkowski stated that the next meeting may include an ordinance providing for non-residential plumbing permit administration, revisions to the sewer utility ordinance, and the annual report by County Commissioner Mary Jo McGuire.

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

Page 3 of 3

May 26, 2026

Work Session

A. Staff Project Updates

Butkowski shared that the City sent a letter of incompleteness to Lifestyle Communities based on the concept plan review for their senior co-op building.

B. Opportunity for the Public to Address the City Council

Mayor Pro Tem Sayre opened the floor to those interested in addressing the Council.

Kedar Deshpande, District Three Minneapolis Park Board Commissioner, expressed his concerns about the removal of the left-hand turn lane onto Broadway Drive for cars traveling northbound on Highway 280. His apprehensions revolve around commuting problems for citizens, access to local businesses, and from the Park Board's standpoint, difficulties in completing the Grand Rounds Scenic Byway System.

Dan Engelhart, District One Minneapolis Park Board Commissioner, also expressed concerns about traffic flow with the closure of the Broadway turn from Highway 280. In particular, he mentioned how this will adversely affect the southeast Como neighborhoods that he represents.

There being nobody else interested in speaking, Mayor Pro Tem Sayre closed the floor.

Adjournment

Councilor Pulford moved and seconded by Councilor Dains to adjourn the meeting at 7:43 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

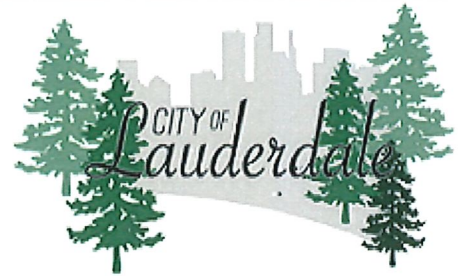
To: Mayor and City Council
From: City Administrator
Meeting Date: June 9, 2026
Subject: List of Claims

The claims totaling \$153,892.01 are provided for City Council review and approval that includes check numbers 29878 to 29901.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
Printed: 6/9/2026 6:41 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	06/05/2026	
		PR Batch 51200.06.2026 PERA Coordinated	PR Batch 51200.06.2026 PER	1,204.04
		PR Batch 51200.06.2026 PERA Coordinated	PR Batch 51200.06.2026 PER	1,389.27
Total for this ACH Check for Vendor 43:				2,593.31
ACH	44	Minnesota Department of Revenue	06/05/2026	
		PR Batch 51200.06.2026 State Income Tax	PR Batch 51200.06.2026 Stat	871.50
Total for this ACH Check for Vendor 44:				871.50
ACH	45	ICMA Retirement Corporation	06/05/2026	
		PR Batch 51200.06.2026 Deferred Comp	PR Batch 51200.06.2026 Defi	1,160.95
		PR Batch 51200.06.2026 Deferred Comp	PR Batch 51200.06.2026 Defi	2,016.33
Total for this ACH Check for Vendor 45:				3,177.28
ACH	46	Internal Revenue Service	06/05/2026	
		PR Batch 51200.06.2026 Medicare Employer Po	PR Batch 51200.06.2026 Mec	301.69
		PR Batch 51200.06.2026 Federal Income Tax	PR Batch 51200.06.2026 Fede	2,146.68
		PR Batch 51200.06.2026 Medicare Employee Pc	PR Batch 51200.06.2026 Mec	301.69
		PR Batch 51200.06.2026 FICA Employer Portio	PR Batch 51200.06.2026 FIC.	1,290.00
		PR Batch 51200.06.2026 FICA Employee Portio	PR Batch 51200.06.2026 FIC.	1,290.00
Total for this ACH Check for Vendor 46:				5,330.06
ACH	47	Public Employees Insurance Program	06/05/2026	
		PR Batch 51200.06.2026 Dental	PR Batch 51200.06.2026 Den	85.20
		PR Batch 51200.06.2026 Health Insurance	PR Batch 51200.06.2026 Hea	1,510.92
Total for this ACH Check for Vendor 47:				1,596.12
Total for 6/5/2026:				13,568.27
29878	383 S1 474681060126	Aspen Waste Systems of Minnesota Inc May Refuse Service	06/09/2026	
				558.48
Total for Check Number 29878:				558.48
29879	25 EMCOM-013349 EMCOM-013365 EMCOM-013390	County of Ramsey April CAD Services April 911 Dispatch Services January - March 911 Dispatch Services	06/09/2026	
				82.17
				682.16
				385.47
Total for Check Number 29879:				1,149.80
29880	61 6050542	Gopher State One Call May Locate Tickets	06/09/2026	
				60.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
Total for Check Number 29880:				60.75
29881	134 00168	Katrina Joseph May Legal Services	06/09/2026	925.00
Total for Check Number 29881:				925.00
29882	387 3536 3536 3536	Metro-INET June IT/Phone June IT/Phone June IT/Phone	06/09/2026	706.18 356.27 2,118.55
Total for Check Number 29882:				3,181.00
29883	94 03009	Minnesota Clerks & Finance Officers Assoc 2026 Dues - MC	06/09/2026	50.00
Total for Check Number 29883:				50.00
29884	445 062026	MN Association of Small Cities MN Small Cities Membership Dues - July 2026	06/09/2026	1,413.50
Total for Check Number 29884:				1,413.50
29885	12 2026-076 2026-076 2026-076	NineNorth May Webstreaming & Archiving May Virtual Meeting Charge May Virtual Meeting Production	06/09/2026	199.68 107.44 395.20
Total for Check Number 29885:				702.32
29886	84 062026 062026 062026 062026 062026 062026 062026 062026 062026	North Star Bank Cardmember Services Ace Hardware - City Hall Plants May Costco Fuel Ace Hardware - City Hall Gardening Soil Amazon - Graduation Gift Bags & Wood Cleani May Costco Fuel May Pioneer Press Amazon - Rubber Gloves Costco - Paper Towels May Costco Fuel	06/09/2026	13.00 243.24 12.99 33.57 52.12 14.00 19.98 45.78 52.12
Total for Check Number 29886:				486.80
29887	5 619861-05-26	Premium Waters Inc May Water Service	06/09/2026	22.29
Total for Check Number 29887:				22.29
29888	26 2568530 2568530 2568530	Stantec Consulting Services Inc Storm Sewer Project BP Rebuild Review Bolger Sewer Project and GIS Updates	06/09/2026	1,214.00 501.00 1,218.50
Total for Check Number 29888:				2,933.50
29889	4 SI017545 SI017545	The Neighborhood Recycling Company Inc May Single Unit Dwelling May Multi-Family Recycling	06/09/2026	4,555.77 662.81
Total for Check Number 29889:				5,218.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
29890	3 582227922	US National Equipment Finance Inc June Copier Lease	06/09/2026	155.00
Total for Check Number 29890:				155.00
29891	425 2500994682 2500994682 2501000379 2501000379	Vestis May Uniforms May Uniforms June Uniforms June Uniforms	06/09/2026	37.87 37.86 37.87 37.86
Total for Check Number 29891:				151.46
29892	463 3754	Blue Horizon Energy LLC CH Solar Project Substantial Completion	06/09/2026	15,233.00
Total for Check Number 29892:				15,233.00
29893	33 26-03	City of Falcon Heights Lauderdale/Falcon Heights Sustainability Fair	06/09/2026	2,304.25
Total for Check Number 29893:				2,304.25
29894	29 4719	City of St Anthony May Police Services	06/09/2026	87,287.96
Total for Check Number 29894:				87,287.96
29895	362 900267620	ESRI GIS Software Licenses	06/09/2026	1,086.00
Total for Check Number 29895:				1,086.00
29896	185 062026 062026 062026	Lauderdale Certified Auto Repair Inc May Fuel May Fuel May Fuel	06/09/2026	26.48 123.59 26.48
Total for Check Number 29896:				176.55
29897	24 0001208367	Metropolitan Council Environmental Service July Wastewater Treatment	06/09/2026	15,091.18
Total for Check Number 29897:				15,091.18
29898	10 0002080058	On Site Sanitation Inc 06/06/2026 - 07/03/2026 Park Portable Restroom	06/09/2026	320.00
Total for Check Number 29898:				320.00
29899	135 93026	St Paul Pioneer Press Publish Proprietary Funds	06/09/2026	738.72
Total for Check Number 29899:				738.72
29900	90 6144974292 6144974292 6144974292	Verizon Wireless May Cell Phone May Cell Phone May Cell Phone	06/09/2026	38.81 77.60 38.80
Total for Check Number 29900:				155.21
29901	74	Xcel Energy	06/09/2026	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	980344898	Larpenteur Bridge Lights		41.66
	980477144	June Street Lighting		561.64
	980681641	1885 Fulham Street		42.06
	980681641	1917 Walnut Street		27.06
	980681641	2430 Larpenteur Avenue		0.00
	980681641	1885 Fulham Street		23.24
	980681641	1917 Walnut Street		19.15
	980884836	1891 Walnut Street		43.67
	980884836	1891 Walnut Street		163.91
Total for Check Number 29901:				922.39
Total for 6/9/2026:				140,323.74
Report Total (29 checks):				153,892.01

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	June 9, 2026	Agenda Item	Ramsey County Update
---------------------	--------------	--------------------	----------------------

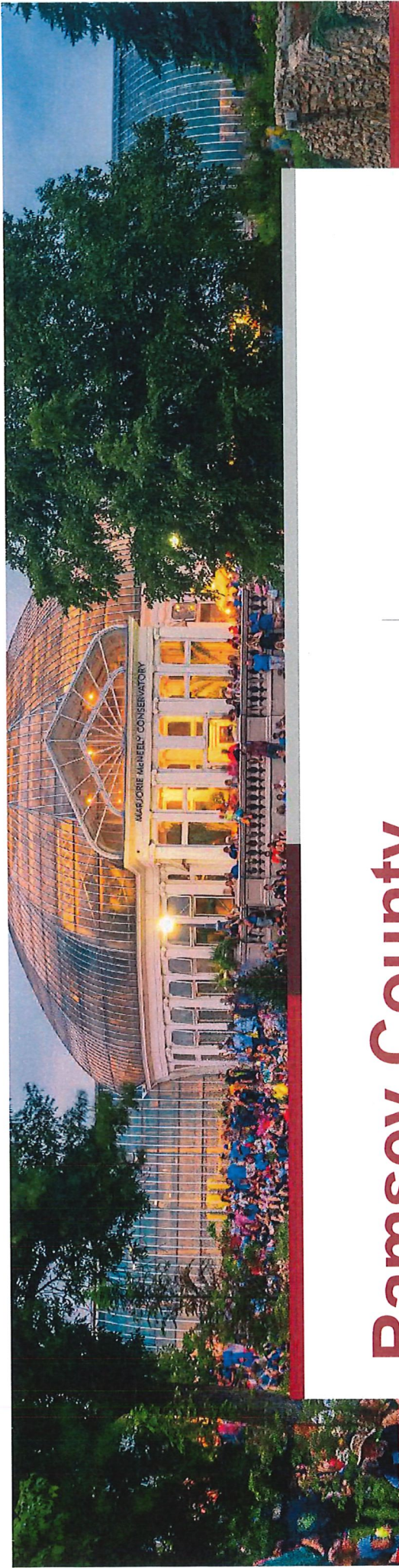
Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Following is the presentation Ramsey County prepared for the conversation with County Commissioner Mary Jo McGuire and County Manager Ling Becker.

STAFF RECOMMENDATION:



Ramsey County Updates

Lauderdale City Council

Commissioner Mary Jo McGuire

June 9, 2026



Commissioner Mary Jo McGuire

- Lifelong District 2 resident
- County Commissioner since 2012
- State Legislator, 16 years



Ramsey County Board



Mission: *A county of excellence working with you to enhance our quality of life*

Vision: *A vibrant community where all are valued and thrive*

Our Ramsey County Values

- Investing in People
- Serving with Integrity
- Valuing Community
- Advancing Equity
- Empowering Leadership at All Levels



Operation Metro Surge

Operation Metro Surge Financial Impact

Ramsey County incurred an estimated **\$1 million** in total costs related to the Surge:

- **\$595,760** in staff time diverted from regular duties
- **\$358,150** in lost revenue from reduced program enrollment and event attendance
- **\$96,445** in one-time expenses for training and mental-health supports

These figures do not include significant opportunity costs from redirected staff time

County Response to Operation Metro Surge

- Expanded virtual service options and launched a resource website to help connect residents to resources
- Invoked a property tax extension and an investment in the Ramsey Children's Mental Health Collaborative
- Posted signage at county facilities and parks to help prevent unauthorized entry or use
- Coordinated regular updates for employees, legislators, community partners, media, and memos

Operation Metro Surge – Next Steps

The Surge will have lasting effects across the state of Minnesota and Ramsey County communities. The County is:

- Closely monitoring other local and state level efforts to address these effects, including relevant bills during legislative session
- Continuing to assess county resource needs, identify gaps, and strategize about solutions to support immigrant communities and residents



**Many thanks to everyone who
helped support our residents
during this time.**

Ramsey County Public Works/Lauderdale

Larpenteur Avenue Corridor Study

- West County Line to US 61
- The Larpenteur Avenue Corridor Study is a project undertaken by Ramsey County in cooperation with the Cities of Falcon Heights, Lauderdale, Maplewood, Roseville, and Saint Paul
- The project aims to engage and preliminary design services for the Larpenteur Ave. Corridor

Ramsey County EDA Update

Ramsey County EDA

Thank you for your support of Ramsey County EDA. We anticipate countywide participation but waiting to hear back from one community.

Reminders:

- Ramsey County EDA will have no taxing authority.
- Each City is required to 'Opt In' to this enhanced business programming.
- EDA allows the county to utilize a portion of HRA levy funding for purposes of enhanced business programming.

Receipt of approved resolutions from cities will create a map that shows the EDA's Area of Operation.

- Ramsey County establishes the EDA Area of Operation on or by June 15th, 2026.
- Enhanced business programming will begin January 1, 2027.



Building Stronger Together

Unprecedented property tax pressures

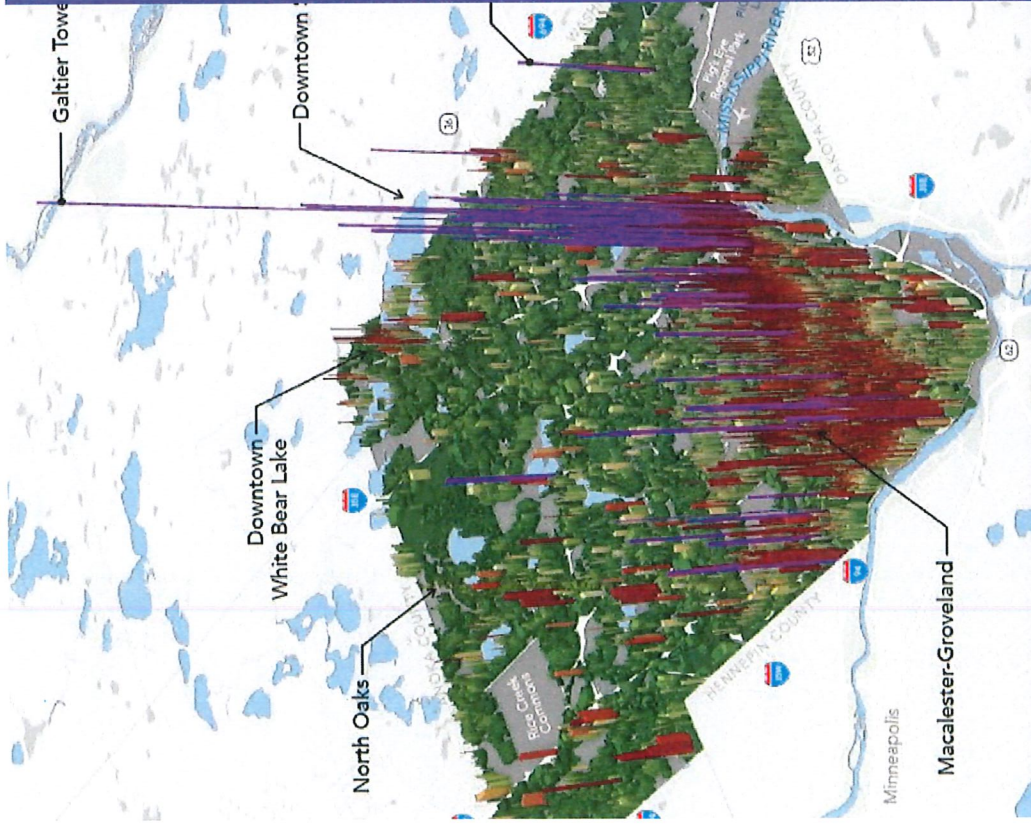
Limited tax base (revenue)

- High proportion of tax-exempt property (14%).
- Lowest per capita net tax capacity in the seven-county metro area.
- Small, densely populated, and fully developed = few new development opportunities.
- Higher-cost redevelopment requires partnership, investment and time.
- Property tax shift to residential property.

Cost pressures (expenses)

- Cost shifts and unfunded/underfunded mandates, including:
 - Federal: \$1 trillion shift over next 10 years to state and local governments.
 - State: Potential cost shifts.

8.25% property
tax levy in 2026

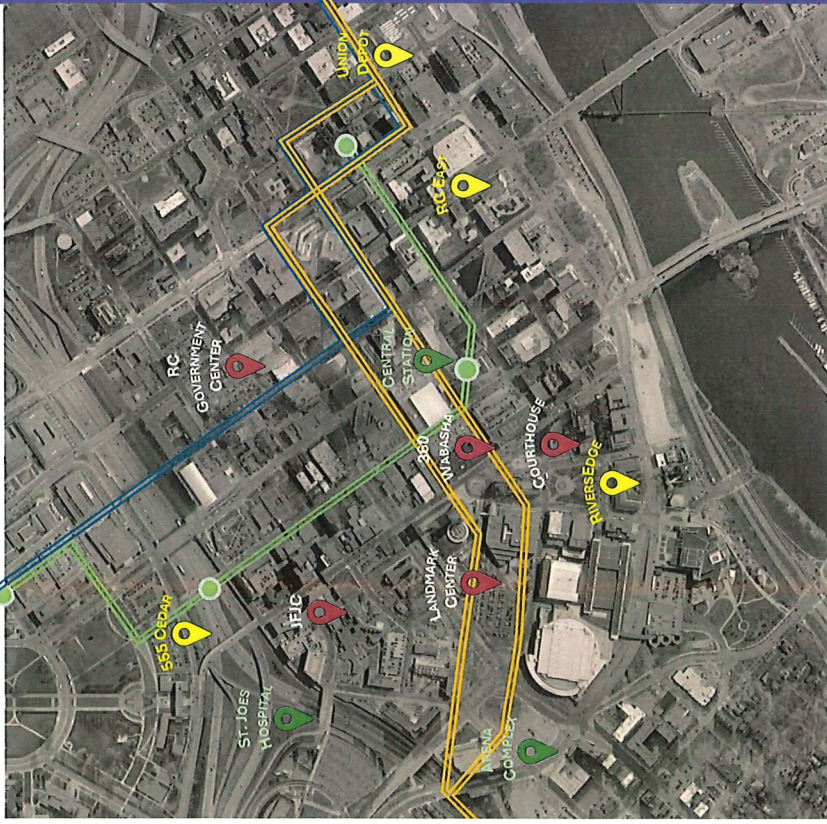


What the data tells us

- Fiscal Health Analysis is a starting point to understanding our land use composition and budget constraints.
- Value is one input to calculating tax base.
- Downtown is important to County's overall fiscal health.
- Abundance of tax-exempt property, especially county-owned, is part of the county story and demonstrates a big opportunity.
- The need to find ways for infill development to create greater density when possible.

Downtown Offers the most opportunity

- 49% of Estimated Market Value in downtown is exempt.
- Untapped potential is significant.
- Downtown's contribution to the County's tax capacity is declining.
- Home to Ramsey County facilities and redevelopment assets as well as other important tax-exempt sites.



County **Land Area (acres)**

Anoka	269,596
Carver	226,467
Dakota	362,185
Hennepin	353,171
Scott	224,761
Washington	245,296
Ramsey County	98,380
Metro Area TOTAL	1,779,856
Ramsey as % of Metro Area	5.5%

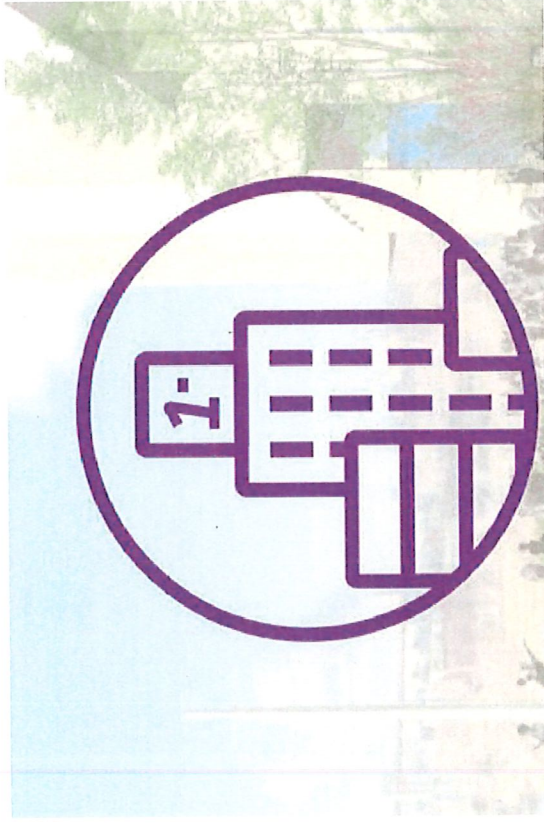
Metropolitan Council 2020 Land Use Data

Ramsey County is **less than 100,000 acres** in size and contains **5.5% of the total land area** in the region

A Closer Look at LAND within Ramsey County

Availability of Land is a key wealth generation factor and predictor of future development and economic growth.

Building Stronger Together



Building a Dynamic Downtown



Selling County-owned Land

Building a Dynamic Downtown

\$250 Million

- *Catalyze key projects* – Invest in properties, like the Park at RiversEdge, to expand businesses, housing and public spaces.
- *Support downtown housing* – Establish a housing fund and support office-to-residential development. This housing fund will be funded through bonding by the Housing and Redevelopment Authority (HRA).
- *Enhance public spaces* – Improve transit and elevate central downtown corridors that better connect residents, workers, and visitors through high-impact public realm enhancements.
- *Activate business growth* – Use existing program and future flexibility created by the newly formed Economic Development Authority to establish business activation resources to attract and support new businesses downtown.



Park at RiversEdge

- Despite the pandemic, market challenges and shifts, the project maintained strong momentum and seized key opportunities to advance to today.
- Pedestrian land bridge that reconnects downtown Saint Paul to the Mississippi River, creating accessible walking and biking connections and a welcoming public destination.
- Brings a mix of housing, retail, and workers to create more density just a short walk from Union Depot and multiple transit lines.
- Enables street-level activity, improves access, supports ADA connectivity across the steep site, and helps position downtown as a more connected, vibrant, and investment-ready environment.

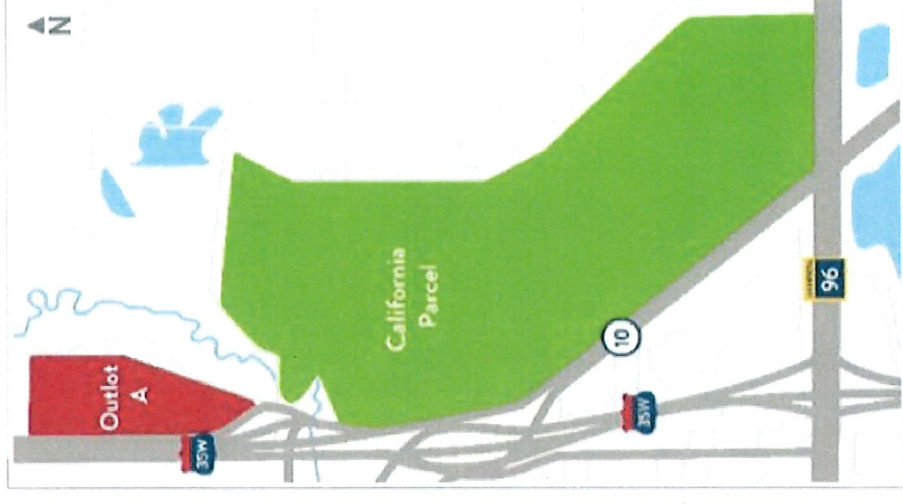
Selling County-owned Land

\$70 Million

- Expediate real estate project readiness and jumpstart the large portfolio of underutilized properties owned by Ramsey County. This includes Rice Creek Commons.
- Invest in public infrastructure that fosters economic opportunities and contributes to sustaining and enhancing vitality.
- Cultivate new and enhanced partnerships to strengthen the tax base.

Rice Creek Commons

- Redevelopment of a 427-acre parcel of former Twin Cities Army Ammunition Plant (TCAAP) with an estimated value at \$1 billion when completely built-out
- A hub for economic growth, sustainable development, and a mix of housing and commercial spaces
- Sustainability and clean energy are key goals
- Ramsey County and the City of Arden Hills work together through a Joint Development Authority (JDA) to guide the development of the site



Rice Creek Commons

- Ramsey County and the JDA are working with [Ryan Companies](#) on commercial development at Outlot A
 - Micro Control Company broke ground in April 2025 and is on schedule to move into their new headquarters in early summer 2026
- Rice Creek Commons development project earned a [platinum-level LEED precertification](#) from the U.S. Green Building Council

To learn more:

- Check out [RiceCreekCommons.com](https://www.ricecreekcommons.com)
- Follow monthly [JDA meetings](#)

Where does funding come from?

- This strategy does not increase property tax levy.
- Funding comes from existing dedicated resources and strategic bonding.
 - Existing dedicated resources include previously established project budgets, existing and future state funding awards, transportation funding where eligible, and through dedicated support from existing HRA programming.
 - Funding will be additionally augmented by strategic bonding through a capital improvement bond and by the Housing and Redevelopment Authority (HRA).
- County investment will augment existing and future support from other public and philanthropic partners as well as leverage private investment.

What's next?

- Ongoing Board workshops – to be scheduled throughout 2026.
- County staff will work in close partnership with municipalities, chambers of commerce and the Saint Paul Downtown Alliance to lead coordinated work teams and advance implementation.
- County Board to authorize bonding authority this Fall.
- Other related actions to support the ***Building Stronger Together*** strategy through actions at Ramsey County Board, the Ramsey County Regional Rail Authority, and the Housing and Redevelopment Authority.

Ramsey County Budget

2027 Supplemental Budget Timeline

- Ramsey County has a biennial budget. We are currently in the 2026-27.
- Ramsey County Board adopted a biennial budget with a 2027 levy of 7.5%

What	When
County Manager Budget Presentation	August 25
Budget Performance Measures Presentations to the County Board	August 27, August 28, Sept 1, Sept 3, Sept 8 and Sept 10
Public Hearing	September 10 at 5:00 pm
Joint Property Tax Advisory Committee	September 15
County Board passes the max levy	September 22
Budget Addenda	November 10
Truth in Taxation	December 3 at 6:00 pm
Final budget and levy approvals	December 15

Thank you!
Questions or
Comments?





Commissioner Mary Jo McGuire

Email: MaryJo.McGuire@RamseyCounty.US

Phone: 651-266-8359

Commissioner Aide, Mikaela Campbell

Email: Mikaela.Campbell@RamseyCounty.US

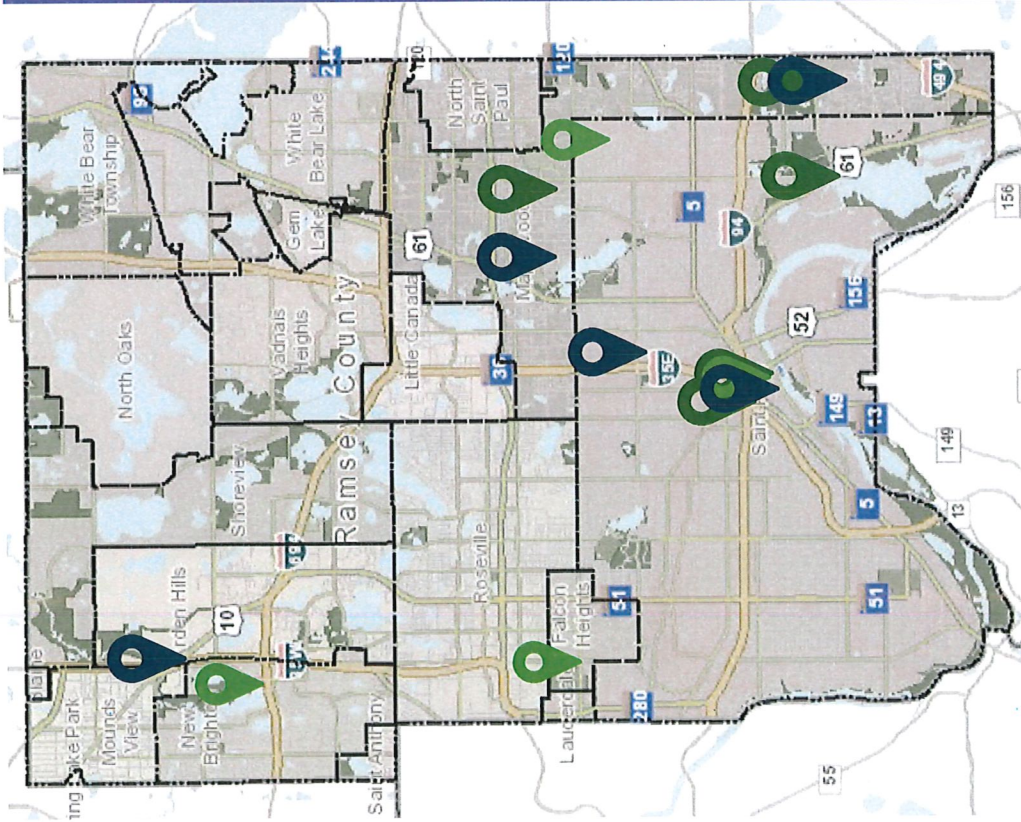
Phone: 651-266-8356

Please contact me to sign-up for my newsletter!

Building Stronger Together: Appendix

Funding Uses and Sources

Amount	Use	Source
Dynamic Downtown		
\$20 million	Catalyze key projects - Park at RiversEdge	Current state bonding request
\$20 million	Catalyze key projects - Park at RiversEdge	County bonding – County board approval process in Fall 2026
\$100 million	Catalyze key projects - Park at RiversEdge	Ramsey County Transit and Transportation Investment Plan
\$9 million	Catalyze key projects - Park at RiversEdge	Existing project budget, including prior \$6 million state bonding award
\$50 million	Grow downtown housing - Downtown Housing Fund	Ramsey County Housing and Redevelopment Authority Bond – HRA board approval process in Fall 2026
\$50 million	Enhance public spaces - Downtown improvements	Ramsey County Transit and Transportation Investment Plan
\$1 million	Activate Business growth	Existing Ramsey County Community & Economic Development programming
Selling County Owned Land		
\$70 million	Construction of Rice Creek Blvd, Rice Creek Commons site infrastructure, project support for other county-owned redevelopment sites	Ramsey County Transportation Improvement Plan and existing redevelopment project budgets



Abundant Opportunities

County-Owned Site – Active opportunities

County owned sites include Rice Creek Commons, RiversEdge, Maplewood Properties South, Payne & Maryland, Frost and English, Ramsey County East Building, 555 Cedar.

Total ± 525 Acres

Additional County-Owned Sites

County owned sites include Boys Totem Town, Maplewood county owned facilities, underutilized rights-of-way, etc.

Total ± 105 Acres

Tax Exempt Sites by Others

Non-County owned sites include the Les Bolstad Gold Mine, New Brighton Exchange, etc.

*Other high-profile projects not included in figure - Highland Bridge, United Village

Total ± 274 Acres

At ± 904 acres or 14% of institutional land use acres
represent ample opportunities to move tax base needs.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	June 9, 2026	Agenda Item	Plumbing Plan Review Ord.
---------------------	--------------	--------------------	---------------------------

Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Rum River Construction Consultants (RRCC), the City's contracted building official, now has the capacity to perform commercial plan reviews for plumbing. When a City does not offer that service, the reviews are performed by the State via the Department of Labor and Industry.

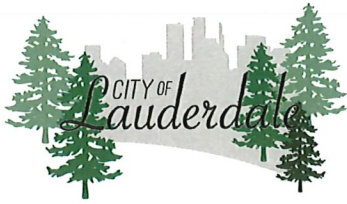
The benefit to the City and our property owners is that RRCC will perform the plumbing plan reviews in days instead of week. Getting this in place was motivated by the Bolger Printing project the Council approved at the last meeting. The state queue for the plumbing review for the project was a minimum of 12 weeks or essentially the entire construction season. This will also benefit Lauderdale BP once their project is approved and awaiting permits.

Implementation of the change requires four votes. The first is the adoption of the following ordinance. RRCC drafted and the city attorney reviewed. It is ready for adoption after a public hearing. Second is the adoption of the ordinance allowing publication by title and summary. Third, the City's contract with RRCC needs to be updated to reflect the plumbing permit plan reviews. Finally, the adoption of a resolution that will be remitted with the application to the State to complete the transfer of authority for plumbing plan reviews. This memo addresses the first two items.

STAFF RECOMMENDATION:

Motion to adopt Ordinance No. 26-01, creating Title 9, Chapter 3 of the Code of Ordinances titled Plumbing Permit Administration, Plan Review, and Inspections.

Motion to adopt Resolution No. 060926A - Approving Summary Publication of Ordinance No. 26-01.



REQUEST FOR COUNCIL ACTION

Date: June 9, 2026

To: Lauderdale City Council

From: Carri Levitski, Senior Advisor | Government Relations, Rum River Consultants

CC: Heather Butkowski, City Administrator
Andy Schreder, Chief Building Official and Co-owner, Rum River Consultants
Roxanne Schreder, Human Resources & Finance Director, Rum River Consultants

Background

The State of Minnesota Department of Labor and Industry (DLI) conducts plumbing plan reviews for permits in Lauderdale, as stipulated in Minn. R. 1300.0215, Subpart 6.

Minn. Stat. § 326B.43, Subdivision 2 permits the delegation of authority for the aforementioned plumbing plan reviews for public and commercial projects to municipalities. This statute enables the DLI Commissioner to establish an agreement with a municipality, in which the municipality agrees to carry out plan reviews typically performed by the commissioner or their designee.

To obtain this special delegation, the City of Lauderdale must undertake several key steps to formalize the delegation, including the approval of an ordinance to offer local plumbing plan review services, the endorsement of an application and submission of an agreement with the State of Minnesota, and ensuring the designated representative of the municipality is eligible to perform the local plumbing plan reviews. The City is required to, and has previously, adopted the Minnesota Plumbing Code as part of its adoption of the Minnesota Building Code.

This delegation agreement will benefit the City of Lauderdale by generating additional revenue that the State of Minnesota usually retains by conducting these reviews. More importantly, the customer service benefits for permit applicants and residents are significant. The State is typically twelve (12) weeks or more behind on plan review, causing considerable delays in construction. Rum River Consultants ("RRC") has indicated its capacity to review plumbing plans in a fraction of that time. If the City receives this delegation, it will enable projects to begin and conclude more swiftly in Minnesota's demanding climate.

Fiscal Note

By conducting local plumbing plan reviews, the City of Lauderdale will generate additional fee revenue. Although the exact amount remains uncertain due to unknown future remodel and new construction commercial development, sizable public and commercial projects hold the potential to have a significant impact.

Alternatives

If the city council chooses not to adopt the proposed ordinances or the plumbing plan review agreement with DLI, the state will continue to review the plumbing plans for commercial and public buildings which could have a negative impact on construction timelines for all commercial and public buildings.

CITY OF LAUDERDALE

ORDINANCE NO. 26-01

An Ordinance Adding Title 9, Chapter 3 of the Code of Ordinances Creating Local Statutes for Plumbing Permit Administration, Plan Review, and Inspections in the City of Lauderdale.

The city council of the city of Lauderdale ordains as follows:

SECTION 1. The Lauderdale City Code is amended by adding a new Title 9, Chapter 3 as follows:

CHAPTER 3

PLUMBING PERMIT ADMINISTRATION, PLAN REVIEW, AND INSPECTIONS

9-3-1: REQUIREMENT

9-3-2: PLANS AND SPECIFICATIONS

9-3-3: INSPECTIONS

9-3-4: COVERING OF WORK

9-3-5: STATE ISSUED PLUMBING LICENSES

9-3-1: REQUIREMENT

All plumbing on private property within the city must comply with the provisions of the state building and plumbing code and this article.

9-3-2: PLANS AND SPECIFICATIONS

Prior to the installation of a system of plumbing other than for a single-family dwelling, complete plans and specifications, together with any additional information that the building official may require, must be submitted and reviewed by the building official or their designee for approval prior to permits and installation. Construction cannot proceed except in accordance with approved plans and specifications. Any alteration, extension, or repair of an existing system is subject to these same requirements, unless waived by the building official in accordance with Minn. Rules, part 1300.0215.

- (1) Exceptions. Pursuant to Minn. Stat. § 326B.43, subd. 2(n), plumbing plans and specifications for the following projects must be submitted to the Minnesota Department of Labor and Industry for a full plan review:
 - (i) State-licensed facilities as defined in Minn. Stat. § 326B.103, subd. 13;
 - (ii) Public buildings as defined in Minn. Stat. § 326B.103, subd. 11; and
 - (iii) Projects of a special nature for which department review is requested by either the municipality or the state.

9-3-3: INSPECTIONS

New plumbing systems or parts of existing plumbing systems that have been altered, extended, or repaired shall be inspected, tested, and approved by the building official or their designee in accordance with Minn. Rules, part 1300.0215 before the plumbing system is put into use. The building official shall perform the final inspection and witness the test. The building official shall approve the plumbing system if the system complies with the

requirements of this Code, any permit requirements, and the requirements of any approved plans and specifications. Plumbing system tests shall comply with Minn. Rules, Chapter 4714.

9-3-4: COVERING OF WORK

No building drainage or plumbing system or part thereof shall be covered until it has been inspected, tested, and approved as herein prescribed.

9-3-5: STATE ISSUED PLUMBING LICENSES

The City and its building official shall enforce the entirety of the plumbing code on all projects, except that it shall not revoke, suspend, or place restrictions on any plumbing license issued by the State of Minnesota.

SECTION 2. Effective Date. This ordinance shall be in full force and effect from and after its passage and publication according to law.

ADOPTED by the City Council of Lauderdale, Minnesota, this 9th day of June 2026.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

Date of Publication: June 11, 2026, *Pioneer Press*

RESOLUTION NO. 060926A

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

**RESOLUTION APPROVING SUMMARY PUBLICATION
OF ORDINANCE NO. 26-01**

WHEREAS, the **City of Lauderdale** has adopted the above-referenced ordinance; and

WHEREAS, Minn. Stat. § 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

WHEREAS, the verbatim text of the ordinance is lengthy; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Lauderdale, Minnesota, that the following summary is hereby approved for official publication:

**AN ORDINANCE ADDING TITLE 9, CHAPTER 3 OF THE LAUDERDALE CITY
CODE CREATING LOCAL STATUTES FOR PLUMBING PERMIT
ADMINISTRATION, PLAN REVIEW, AND INSPECTIONS IN THE CITY OF
LAUDERDALE**

On June 9, 2026, the Lauderdale City Council adopted an ordinance designated as Ordinance No. 26-01, the title of which is stated above. The purpose of the ordinance is to authorize the City to provide for plumbing permit administration, plan review, and inspections in the City of Lauderdale. A full copy of the ordinance is available for public inspection during normal business hours at Lauderdale City Hall, 1891 Walnut Street, Lauderdale, Minnesota in the office of the City Administrator.

BE IT FURTHER RESOLVED that the Lauderdale City Administrator is directed to keep a copy of the ordinance in the Clerk's office at Lauderdale City Hall for public inspection and to post a full copy of the ordinance in a public place in the City of Lauderdale for a period of two weeks.

Adopted by the Lauderdale City Council of the City of Lauderdale, Minnesota this 9th day of June, 2026.

Mary Gaasch, Mayor

Attest:

(SEAL)

Heather Butkowski, City Administrator-Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member _____
upon vote being taken thereon, the following voted in favor thereof:

Members _____, _____, _____, _____, and _____.

And the following voted against same: _____

Absent: _____

Whereupon said resolution was declared duly passed.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	June 9, 2026	Agenda Item	Rum River Consultants
---------------------	--------------	--------------------	-----------------------

Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As noted previously, the City's contract with Rum River Construction Consultants (RRCC) needs to be updated to reflect the plumbing permit plan review delegation. A copy of the contract is attached along with attorney comments. Many of the comments are minor. Staff will try to work out final terms before Tuesday and come with a clean copy to the council meeting. If that doesn't happen, the agreement can be moved to the next agenda for finalizing.

The most notable difference between the existing contract and the new one is the change in permit revenue sharing. Previously, the City received 30 percent of permit revenue to cover in-house administrative costs. All of RRCC's other contracts were negotiated at 80 percent and they want to bring Lauderdale's into alignment. While unfortunate, it does reflect the automation that their new software does that has decreased city staff's workload. Another off set will be shared revenue on commercial plumbing permit plan reviews.

STAFF RECOMMENDATION:

Adopt agreement after final revisions are agreed to.

CITY OF LAUDERDALE
RAMSEY COUNTY
STATE OF MINNESOTA

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into on this 9th day of June 2026, by and between the City of Lauderdale, a Minnesota municipal corporation, 1891 Walnut Street, Lauderdale, Minnesota 55113 ("Jurisdiction") and Rum River Ventures, LLC DBA Rum River Consultants, a Minnesota limited liability company, 23340 Cree Street, St. Francis, Minnesota 55070 ("Contractor"). The Jurisdiction and the Contractor may hereinafter be referred to separately as a "party" or collectively as the "parties."

RECITALS

WHEREAS, the Jurisdiction desires to enter into this Agreement with the Contractor to provide building official, plumbing, fire, rental and compliance services as defined herein (together "Services") for the Jurisdiction effective June 9, 2026; and

Commented [AF1]: Added for clarification and to establish the definition of "Services" used in this Agreement

WHEREAS, the Jurisdiction needs to fulfill the role of a Designated Building Official pursuant to Minn. Stat. § 326B.133; and

WHEREAS, the Contractor has substantial experience as a Minnesota State Designated Building Official administering the Minnesota State Building Code (MSBC) and all related provisions, and is otherwise qualified to assist the Jurisdiction for the same; and

WHEREAS, the Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licensing of any kind that may be required to carry out said business and the tasks as set forth in this Agreement; and

WHEREAS, the Contractor is an independent contractor and may be engaged to perform the same or similar activities for other municipalities during the term of this Agreement and the Contractor shall not work solely on behalf of the Jurisdiction.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and covenants made herein, it is agreed as follows:

- 1. Designated Building Official.** The Contractor shall be the Jurisdiction's Designated Building Official and responsible for the administration of the Minnesota State Building Code for the prices set forth on Exhibit A attached hereto (the "Designated Services"). The Contractor shall perform the Designated Services in the capacity of a Minnesota State certified Building Official, in accordance with applicable Jurisdiction Ordinances and Minnesota law. The primary Jurisdiction staff contact for this scope of service shall be the City Administrator.

2. **Delegated Building Official.** The Contractor shall be the Jurisdiction's Delegated Building Official for public buildings and state-licensed facilities for the prices set forth on Exhibit B attached hereto (the "Delegated Services"). The Contractor shall perform the Delegated Services as approved by the Minnesota Department of Labor and Industry, at the direction of the City Administrator, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.
3. **Delegated Plumbing Official.** The Contractor shall be the Jurisdiction's Administrative Authority for plumbing systems that affect the public health in any manner according to Minn. R. 1300.0215, Minn. R. 4714, Minn. Stat. § 326B.41 to § 326B.49, and the Minnesota State Plumbing Code for the prices set forth on Exhibit C attached hereto (the "Plumbing Services"). The Contractor shall perform the Plumbing Services in the capacity of the Authority Having Jurisdiction (the "AHJ"), as approved by the Minnesota Department of Labor and Industry, at the direction of the City Administrator, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.
4. **Delegated Fire Construction and Operational Permit Administration.** The Contractor shall be the Jurisdiction's Delegated Fire Construction and Operational Permit Official for the prices set forth on Exhibit D attached hereto (the "Fire Services"). The Contractor shall perform the Fire Services in the capacity of the Authority Having Jurisdiction (the "AHJ"), as approved by the Minnesota Department of Labor and Industry and/or the Minnesota State Fire Marshal, at the direction of the City Administrator, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.
5. **Rental Licensing Administration Services.** The Contractor shall be the Jurisdiction's Rental Licensing Program Official and shall administer the Jurisdiction's rental licensing program for the prices set forth on Exhibit E attached hereto (the "Rental Services"). The Contractor shall perform the Rental Services in the capacity of an International Code Council certified Property Maintenance and Housing Inspector, at the direction of the City Administrator, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.
6. **Property Maintenance & Code Compliance.** The Contractor shall be the Jurisdiction's Property Maintenance Code Compliance Official and shall administer the Jurisdiction's code compliance and enforcement program for the prices set forth on Exhibit F attached hereto (the "Compliance Services"). The Contractor shall perform the Compliance Services, at the direction of the City Administrator, and in accordance with applicable Jurisdiction Ordinances, and Minnesota law.
7. **Technology Services.** The Contractor offers the use of Google Drive ("Google") and Baseline Technologies, Inc. ("Baseline") as a direct operational benefit to the Jurisdiction in the delivery of the Services identified in Exhibits A–F. Except as otherwise expressly provided in this Agreement or agreed upon in writing by the parties, the Contractor bears the primary cost of technology systems, software subscriptions, software-as-a-service platforms, and equipment necessary to perform the Services, including the applicable Google and Baseline modules used by the Contractor in providing services to the Jurisdiction.

In connection with such use, the Jurisdiction and Baseline shall enter into a separate agreement, substantially in the form attached hereto as Exhibit G (the "Baseline Agreement"), which governs the Jurisdiction's direct access to and use of Baseline by Jurisdiction staff. The Baseline Agreement is intended to operate in coordination with this Agreement and does not require separate payment by the Jurisdiction unless and until expressly provided therein.

Any technology fees associated with an applicant's use of the Baseline platform shall be collected by the Contractor and remitted to Baseline through the Contractor's monthly invoicing process, as further described in the Baseline Agreement.

8. Reporting Services. The Jurisdiction is responsible for all Minnesota State mandated reporting requirements.

If the Jurisdiction requests the Contractor generate reports as requested by the general public or a government agency, the Contractor will bill the Jurisdiction as agreed upon as set forth in this Agreement.

Commented [AF2]: Removed duplicative language with "as set forth"

9. Transportation Expenses. The Contractor shall provide transportation to meetings and site inspections within the Jurisdiction at no additional cost.

Commented [AF3]: The only language on reporting I see in this agreement falls within Exhibit F on code compliance and nuisance abatement. Billing for reports therein is \$95/hr.

10. Cost for Services. The Contractor reserves the right to change the prices and services offered in the attached Exhibits A-F. The Contractor shall provide the Jurisdiction sixty (60) seventy-five (75) days written notice in advance of any such proposed changes. The Jurisdiction agrees that while performing services identified in the attached Exhibits A-F, the Contractor is acting as a "public official" on the Jurisdiction's behalf.

This deserves more consideration, particularly if it might reasonably encompass data requests with reports. Some of these reports may be easily generated by Baseline (does it have that capacity for the user to generate itself?).

11. Billing and Payment. Invoices shall be submitted periodically (customarily monthly) and are due and payable within thirty-five (35) days of receipt by the Jurisdiction. Past due balances may accrue interest at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less).

Commented [AF4]: I'd like to see this notice greater than that required for termination so that, in the event of a major rate change, the City can avoid any payment of that major change after short consideration (by terminating before its effectiveness).

Consider 75 day notice to enable this

12. Term. This Agreement shall commence on the date written above and be renewed automatically each calendar year (referred to herein as the "Term"), unless terminated as provided herein. With the execution of this Agreement, it is the intention of the Contractor and the Jurisdiction to review this Agreement annually.

13. Amendments. If work is requested by the Jurisdiction outside of the Services set forth in the attached Exhibits, such work shall not commence until the parties agree to the terms, scope, price, and other details in writing (including via email). Such additional work shall be subject to the terms and conditions of this Agreement.

14. Termination. Either party may terminate this Agreement by providing sixty (60) days written notice to the other party. In the event of a material breach, the Agreement may be terminated with ten (10) days written notice to the other party. In the event the Jurisdiction elects to terminate based upon an alleged material breach, the Contractor shall have ten (10) days (or the least amount of time reasonably necessary if longer than ten (10) days) to cure the breach.

15. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

16. Independent Contractor. The Contractor shall perform the Services identified in the attached Exhibits as an independent contractor of the Jurisdiction, and not as an employee. No withholdings or deductions shall be made from payments due to the Contractor. The Contractor shall not be eligible for benefits, workers compensation, or unemployment benefits. To the extent allowable by law, the Contractor may subcontract the performance of certain administrative or other duties under the Agreement. The Contractor shall be responsible for the performance of all subcontractors.

17. Performance. The Contractor shall complete the performance of Services in the attached Exhibits in accordance with the conditions described in this Agreement. The Contractor shall maintain all certifications and/or licenses required by the State of Minnesota. The Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Code Official.

18. Warranty of Workmanship and Timely Completion. The Contractor warrants that all work completed for and within the Jurisdiction shall be done in a workmanlike and timely manner in accordance with applicable industry standards. If the Jurisdiction receives complaints or comments regarding inadequate performance, the Jurisdiction is to inform the Contractor in writing as soon as practical and allow the Contractor the ability to address and answer to said complaint or comment.

19. Regulatory Compliance. The Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the [Services](#), facilities, programs, and staff for which the Contractor is responsible. The Contractor shall procure, at the Contractor's expense, all licenses, or other rights required for the provision of the Services. Any violation of federal, state, or local laws, statutes, ordinances, rules, or regulations, as well as loss of any applicable license, permit, or certification by the Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle the Jurisdiction to terminate this Agreement effective as of the date of such violation, failure, or loss.

20. Data Practices Compliance. The Contractor will have access to data collected or maintained by the Jurisdiction to the extent necessary to perform the Contractor's obligations under this Agreement. The Contractor agrees to maintain all data obtained from the Jurisdiction in the same manner as the Jurisdiction is required under Minn. Stat. § Chapter 13, [the Minnesota Government Data Practices Act](#). The Jurisdiction is responsible for all data requests for permits that are [currently-classified as](#) inactive. The Contractor is responsible for all data requests for permits that are [currently-classified as](#) active. For the purposes of this section, active means permits that have not been closed out by the Contractor and inactive means permits that have been closed out by the Contractor. The Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Jurisdiction. [Upon termination of this Agreement, the Contractor agrees to return all data pertaining to the Jurisdiction within sixty \(60\) days of Agreement termination.](#)

Commented [AF5]: Currently as of effective date or currently as a general statement? The subsequent definition's discussion of contractor implies currently as a going consideration, though its use here may lead to some confusion.

I've offered language which reflects my understanding of this responsibility as a going consideration

21. Insurance. During the entire term of this Agreement, the Contractor shall maintain the following and will provide the Jurisdiction with evidence of the same upon request: (1) Commercial general liability insurance coverage with a policy limit of at least \$1,500,000 per occurrence; (2) Business automobile liability coverage with a total liability limit of at least \$1,500,000; and (3) Workers' compensation insurance. If the Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation, the Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. §176.041 that exempts the Contractor from having to carry such coverage. If the Contractor is required by law to carry workers' compensation insurance, the Contractor shall, at the time of execution of this Agreement, furnish evidence satisfactory to the Jurisdiction that the Contractor maintains insurance coverage pursuant to the terms of this Agreement. Jurisdiction shall be named as an additional insured on the commercial general liability insurance policy, providing proof of the same to Jurisdiction upon request.

22. Subject to Audit. In accordance with Minnesota law, the Contractor agrees that all books, records, documents, and accounting practices directly related to the use of public funds under this Agreement are subject to examination by the Jurisdiction and either the Legislative Auditor or State Auditor, as applicable, for a period of at least six (6) years from the termination of this Agreement. If the Jurisdiction requests the State Auditor to perform the audit, the Jurisdiction shall bear the cost. If the Contractor requests the State Auditor to perform the audit, the Contractor shall bear the cost.

23. Indemnification, Hold Harmless, and Defend. Any claims that arise against the Contractor, its agents or employees as a consequence ~~of any act of malice and without good faith of actions arising out of the Agreement on the part of the Contractor or its agents or employees while engaged in the performance of the Agreement~~ shall in no way be the obligation or responsibility of the Jurisdiction. The Contractor shall indemnify, hold harmless, and defend the Jurisdiction, its officers, agents, and employees against any and all liability, loss, costs, damages, expenses, claims, or actions, including attorney fees which the Jurisdiction, its officers, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of services performed under this Agreement or by reason of any act of ~~malice and without good faith of negligence, gross negligence, or willfulness of~~ the Contractor, its agents, servants, or employees, in the execution, performance, or failure to adequately perform the Contractor's obligations pursuant to this Agreement.

This Agreement to hold harmless and indemnify shall not apply to any claim arising out of a situation where the Contractor has previously notified the ~~City Administrator in writing~~ Jurisdiction of a failure by an owner or permit applicant to comply with the appropriate Code and the Jurisdiction fails to enforce the Code.

Nothing in this Agreement shall constitute a waiver by the parties of any statutory limits or immunities from liability, including but not limited to MN Rules 1300.0110, Subpart 9, and Minnesota Statute §466.04.

24. Choice of Law and Venue. This Agreement is being executed in and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with Minnesota law. The parties hereto consent and agree that any legal action arising from or related to the Agreement shall be in ~~Anoka-Ramsey~~ County District Court, State of Minnesota.

25. Merger. The parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them and acknowledge and represent that this Agreement contains the entire understanding between the Parties and contains all terms and conditions between them.

Formatted: Font: Bold

25.26. Recitals. The Parties agree to the incorporation of the Recitals stated above into this Agreement.

Formatted: Font: Not Bold

26.27. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, the use of email, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement, both in duplicate, on the day and year first above written.

JURISDICTION

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

CONTRACTOR

Andy Schreder, Owner

Roxanne Schreder, Owner

ATTEST

Carri Levitski, Senior Advisor | Government Relations

Exhibit A
Designated Services

These fees apply to state-designated building official services.

1. Building Official Designation for Inspection Services and Additional Requested Work.

- a. Administration services required to conduct plan review, and all required inspections associated with a particular project will be charged 80% plan review fees and 80% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.
- b. The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation is determined using information published by the State of Minnesota, the International Code Council (ICC), and as outlined in the Building Valuation Data (BVD) table based on regional market conditions and adopted by the Jurisdiction.
- c. The Contractor will submit invoices following the issuance of permits and/or fees charged.
- d. All projects for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.
- e. The Contractor will receive 100% of the following fees collected by the Jurisdiction:
 - i. Investigation fees
 - ii. Reinspections
 - iii. Site inspections
 - iv. Reissued permits
 - v. Temporary Certificate of Occupancies
 - vi. Copying and postage
 - vii. Plan review: repetitive, administrative, or additional plan revisions
 - viii. Late fees
 - ix. Hourly rate costs
 - x. Technology service charge (includes license verification)
 - xi. License verification, if separate

2. Pre-Application Consultation Meetings. The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to the building code requirements in preparation for an anticipated application for building inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:

- a. The Contractor will bill the Jurisdiction at a rate of \$95.00 per hour
- b. A two-hour minimum will apply for in-person meetings
- c. A one-hour minimum will apply for virtual meetings; and
- d. Advance consent from the City Administrator is required for any meetings beyond the two included at no cost.

3. Minimum Fees. The following minimum fees shall be payable to the Contractor:

- a. Residential permits: \$100.00 and will include at least one inspection.
- b. Residential technical plan review: \$65.00.
- c. Residential administrative plan review: \$25.00
- d. Non-residential or Multi-family permits: \$100.00 and will include at least one inspection.

- e. Non-residential or Multi-family technical plan review: \$65.00.
 - f. Non-residential or Multi-family administrative plan review: \$25.00
4. **After Hours, Emergency Services, and Hazardous Buildings.** At the request of the City Administrator, ~~t~~The Contractor ~~may~~shall provide these services and bill the Jurisdiction at a rate of \$125.00 per hour, per person with a two-hour minimum:
- a. Inspections or meetings ~~requested-~~performed outside of normal business hours (Monday through Friday, 8:00 am to 4:30 pm), or outside of an agreed-upon work schedule. In all such cases, advance consent from the City Administrator is required.
 - b. Emergency disaster response.
 - c. Evaluation of buildings following natural or manmade disasters.
 - d. Properties identified as hazardous buildings, as defined under Minnesota Statutes §463.15.
5. **Jurisdiction Meeting Attendance Provisions.** At the request of the City Administrator, ~~t~~The Contractor ~~may~~shall attend the following meetings without charge to the Jurisdiction. Additional meetings beyond these provisions will be billed at a rate of \$95.00 per hour. A two-hour minimum applies for in-person meetings, and a one-hour minimum applies for virtual meetings.
- a. Up to two Jurisdiction-requested (2) City Council meetings annually.
 - b. Up to one (1) staff-requested or standing department meeting per month.
6. **Other Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit A, the Contractor will bill the Jurisdiction at a rate of \$95.00 per hour.

Commented [AF6]: Under what circumstances is the Contractor not required to provide these services? If the goal is to condition performance upon request of City Administrator, I'd recommend leading with that up front and rephrasing this sentence as "At the request of the City Administrator, the Contractor shall provide..."

Commented [AF7]: Under what circumstances is the Contractor not required to attend the below meetings?

Consider instead, "At the request of the City Administrator, the Contractor shall attend the following meetings..."

Exhibit B
Delegated Services

These fees apply to building administration services for public buildings and state-licensed facilities.

1. State-Delegated Building Permit Administration, Plan Review, Inspection Services, and Additional Requested Work.

- a. Administration services required to conduct plan review, and all required inspections associated with a particular project will be charged 85% plan review fees and 85% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.
- b. The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation is determined using information published by the State of Minnesota and the International Code Council (ICC).
- c. The Contractor will submit invoices following the issuance of permits and/or fees charged.
- d. All projects for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.
- e. The Contractor will receive 100% of the following fees collected by the Jurisdiction:
 - i. Investigation fees
 - ii. Reinspections
 - iii. Site inspections
 - iv. Reissued permits
 - v. Temporary Certificate of Occupancies
 - vi. Copying and postage
 - vii. Plan review: repetitive, administrative, or additional plan revisions
 - viii. Late fees
 - ix. Hourly rate costs
 - x. Technology service charge (includes license verification)
 - xi. License verification, if separate
- f. **Pre-Application Consultation Meetings.** The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to the building code requirements in preparation for an anticipated application for state-delegated permit and inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:
 - g. The Contractor will bill the Jurisdiction at a rate of \$110.00 per hour
 - h. A two-hour minimum will apply for in-person meetings
 - i. A one-hour minimum will apply for virtual meetings; and
 - j. Advance consent from the City Administrator is required for any meetings beyond the two included at no cost.

2. Minimum Fees. The following minimum fees shall be payable to the Contractor:

- a. Non-residential or Multi-family permits: \$100.00 and will include at least one inspection.
 - i. Non-residential or Multi-family administrative plan review: \$25.00
- b. Non-residential or Multi-family technical plan review: \$150.00.

3. Other State-Delegated Services Not Identified. If the Contractor is requested to perform a service not specifically identified in this Exhibit B, the Contractor will bill the Jurisdiction at a rate of \$110.00 per hour.

Exhibit C
Plumbing Services

These fees apply to the administration of plumbing systems that affect the public health in any manner.

1. State-Delegated Plumbing Permit Administration, Plan Review, Inspection Services, and Additional Requested Work.

- a. Administration services required to conduct plan review, and all required inspections associated with a particular project will be charged 85% plan review fees and 85% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.
- b. The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees. Valuation is determined using information published by the State of Minnesota.
- c. The Contractor will submit invoices following the issuance of permits and/or fees charged.
- d. All projects for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.
- e. The Contractor will receive 100% of the following fees collected by the Jurisdiction:
 - i. Investigation fees
 - ii. Reinspections
 - iii. Site inspections
 - iv. Reissued permits
 - v. Copying and postage
 - vi. Plan review: repetitive, administrative, or additional plan revisions
 - vii. Late fees
 - viii. Hourly rate costs
 - ix. Technology service charge (includes license verification)
 - x. License verification, if separate

2. Pre-Application Consultation Meetings. The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to plumbing code requirements in preparation for an anticipated application for state-delegated plumbing permit, plan review, and inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:

- a. The Contractor will bill the Jurisdiction at a rate of \$110.00 per hour
- b. A two-hour minimum will apply for in-person meetings
- c. A one-hour minimum will apply for virtual meetings; and
- d. Advance consent from the City Administrator is required for any meetings beyond the two included at no cost.

3. Minimum Fees. The following minimum fees shall be payable to the Contractor:

- a. Non-residential or Multi-family permits: \$114.75 and will include at least one inspection.
 - i. Non-residential or Multi-family administrative plan review: \$25.00

b. Non-residential or Multi-family technical plan review: \$114.75.

4. **Other State Plumbing-Delegated Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit C, the Contractor will bill the Jurisdiction at a rate of \$110.00 per hour.

Exhibit D
Fire Protection System & Operating Permit Services

These fees apply to delegated fire construction and operational permit administration.

1. **State-Delegated Fire Protection Systems Administration, Plan Review, Inspection Services, and Additional Requested Work.**
 - a. Administration services required to conduct plan review and perform required inspections associated with fire construction permits will be charged 85% plan review fees and 85% permit fees due to the Contractor as calculated in accordance with the Jurisdiction's adopted fee schedule which shall be reviewed by the Contractor and adopted by the Jurisdiction annually, following the Contractor's recommended changes.
 - b. The Contractor has the authority and responsibility to determine project valuation for the purposes of establishing applicable plan review and permit fees.
 - c. All fire construction permits for which the Contractor has been paid will be the responsibility of the Contractor to administer until the closure of the permit.
 - d. The Contractor will submit invoices following the issuance of permits and/or fees charged.
2. **Pre-Application Consultation Meetings.** The Contractor will provide up to two (2) meetings with property owners or potential permit applicants, either in-person or virtually, at no additional charge to the Jurisdiction. These meetings are intended to address questions related to the code requirements in preparation for an anticipated application for fire inspection services. If additional meetings are requested beyond the initial two, the following terms shall apply:
 - a. The Contractor will bill the Jurisdiction at a rate of \$110.00 per hour
 - b. A two-hour minimum will apply for in-person meetings
 - c. A one-hour minimum will apply for virtual meetings; and
 - d. Advance consent from the City Administrator is required for any meetings beyond the two included at no cost.
3. **Minimum Fees.** The following minimum fees shall be payable to the Contractor:
 - a. Non-residential or Multi-family permits: \$114.75 and will include at least one inspection.
 - i. Non-residential or Multi-family administrative plan review: \$25.00
 - b. Non-residential or Multi-family technical plan review: \$114.75.
4. **Fire Operational Permits.**
 - a. Division into Cycles and Inspection Frequency: Fire operational permits will be divided into two administrative cycles. Property owners will be required to renew their permits biennially, and each building, or portion thereof, will be inspected within that two-year period. The start and end dates of each cycle will be mutually agreed upon by the Contractor and the Fire Chief.
 - b. Fee Structure: The Contractor will charge the Jurisdiction 85% of the fire operational permit fee as calculated in accordance with the adopted fee schedule, or \$297.50 per property, whichever is greater.

- c. Communication and Mailings: The Contractor encourages the use of electronic communication for renewal notices and related correspondence. If the Jurisdiction allows mail-in renewals, all actual costs associated with mailings – including postage, printing, and handling – will be billed to the Jurisdiction. These costs will be itemized and documented.
- d. The Contractor will receive 100% of the following fees collected by the Jurisdiction:
 - i. Investigation fees
 - ii. Reinspections
 - iii. Site inspections outside the license cycle
 - iv. Reissued permits
 - v. Copying and postage
 - vi. Plan review: repetitive, administrative, or additional plan revisions
 - vii. Late fees
 - viii. Hourly rate costs
 - ix. Technology service charge (includes license verification)
 - x. License verification, if separate
- 5. **Other Fire-Delegated Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit D, the Contractor will bill the Jurisdiction at a rate of \$110.00 per hour.

Exhibit E
Rental Services

These fees apply to rental licensing program administration.

1. Rental License Program Administration.

- a. Adoption of the IPMC: If the Contractor administers the Jurisdiction's rental licensing program, the Contractor will work with the Jurisdiction to ensure the most recent version of the International Property Maintenance Code (IPMC) has been adopted, with the version year specified. The Jurisdiction may adopt the IPMC as written or with specific amendments.
- b. Division into Cycles and Inspection Frequency: Rental units will be divided into two administrative cycles. Property owners will be required to renew their rental licenses biennially, and each unit will be inspected within that two-year period. The start and end dates of each cycle will be mutually agreed upon by the Contractor and Jurisdiction.

If the Jurisdiction has fifty (50) or fewer licensed rental units, the program will be administered on a single-cycle basis, with all units due for inspection and renewal within the same biennial period.

c. Fee Structure:

- i. *Condo*: The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or \$127.50 per unit, whichever is greater.
- ii. *Townhome (attached or detached)*: The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or \$170.00 per unit, whichever is greater.
- iii. *Single family*: The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or \$212.50 per unit, whichever is greater.
- iv. *Duplex*: The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or \$255.00 per building, whichever is greater.
- v. *Multi-family 3+ units*: The Contractor will charge the Jurisdiction 85% of the rental license fee as calculated in accordance with the adopted fee schedule, or a minimum of \$340.00 per building plus \$21.25 per unit, whichever is greater.
- vi. *Annual Fee Schedule*: The Contractor will review the license fee schedule annually and provide recommended updates to the Jurisdiction to ensure fees remain aligned with the services provided.
- vii. *Reinspections*: The initial inspection and one reinspection are included in the rental license fee. Additional inspections following the first reinspection shall be as follows:
- i. Condos, Townhomes, Single Family, or Duplexes: \$95.00
- ii. Multi-family 3+ units: \$95.00 per hour, one (1) hour minimum
- viii. Inspections outside of the licensing cycle (e.g. tenant concerns): \$95.00 per hour, with a one-hour minimum.
- ix. The Contractor will receive 100% of the following fees collected by the Jurisdiction:
- i. Reinspections
- ii. Site inspections (outside of the licensing cycle)

iii. Copying and postage

v. Hourly rate costs

iv. Late fees

vi. Baseline Technology fee

d. Communication and Mailings: The Contractor encourages the use of electronic communication for renewal notices and related correspondence. If the Jurisdiction allows mail-in renewals, all actual costs associated with mailings – including postage, printing, and handling – will be billed to the Jurisdiction. These costs will be itemized and documented.

2. **Other Rental Licensing Program Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit E, the Contractor will bill the Jurisdiction at a rate of \$95.00 per hour.

Exhibit F
Compliance Services

These fees apply to Property Maintenance and Code Compliance Enforcement.

7. **Property Maintenance & Code Compliance.** If the Contractor is requested by the Jurisdiction to perform code compliance administration and nuisance abatement services, including but not limited to, issuing stop work orders, addressing work conducted without permits, enforcement of erosion control measures, conducting site completion agreement or escrow inspections, or performing investigation inspections, the following terms shall apply:
- a. Hourly Rate: All code compliance and nuisance abatement services will be billed at a rate of \$95.00 per hour. This includes inspections, verbal and written correspondence, reporting, and preparation for and participation in meetings, hearings, and court proceedings.
 - b. Inclusions: The hourly rate covers all standard activities related to code enforcement. If extraordinary services are required – such as expert witness testimony or involvement in extended legal proceedings – additional charges may apply. Any such charges will be communicated to the Jurisdiction and agreed upon in advance.
 - c. Billing and Documentation: The Contractor will invoice the Jurisdiction regularly, providing detailed time logs and descriptions of services performed to ensure transparency and accountability.
 - d. General Provisions: The Contractor will maintain confidentiality and comply with all applicable laws and regulations. Both parties agree to cooperate and communicate promptly to support the effective administration and resolution of code compliance matters.
8. **Other Property Maintenance and Code Compliance Services Not Identified.** If the Contractor is requested to perform a service not specifically identified in this Exhibit F, the Contractor will bill the Jurisdiction at a rate of \$95.00 per hour.

Exhibit G
Baseline Agreement

BASELINE PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "**Agreement**"), effective as of the 9th day of June 2026 (the "**Effective Date**"), is by and between Baseline Technologies, Inc., a Minnesota corporation ("**Provider**"), and the City of Lauderdale, a Minnesota municipal corporation ("**Customer**"). Provider and Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, Provider provides access to the Services to its customers; and

WHEREAS, Customer desires to access the Services, and Provider desires to provide Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) "**Activation Event**" means the termination or expiration of Customer's contractual relationship with Rum River Consultants for building inspection services.
- (b) "**Aggregated Statistics**" means data and information related to Customer's use of the Services that is used by Provider in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Services.
- (c) "**Authorized User**" means Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Services has been purchased hereunder.
- (d) "**Customer Data**" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or an Authorized User through the Services.
- (e) "**Documentation**" means Provider's end user documentation relating to the Services available at <https://baselinetech.co/>.
- (f) "**Provider IP**" means the Services, the Documentation, and any and all intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Services, but does not include Customer Data.

Commented [AF8]: Taking "Activation Event" to mean termination or expiration is confusing naming.

As I understand it, the fees, etc. herein are not the City's responsibility unless the City terminates its agreement with RRC, at which point an "activation event" occurs and then the fees, etc all spring up.

Commented [AF9]: This just directs to the general website for Baseline. Is there a more applicable link or, preferably, a better description of the end-user documentation?

(g) "*Services*" means the software-as-a-service offering described in Exhibit G-1.

2. **Access and Use.**

- (a) **Provision of Access.** Subject to and conditioned on Customer's compliance with all other terms and conditions of this Agreement and following an Activation Event, Customer's payment of applicable Fees, Provider hereby grants Customer a non-exclusive, non-transferable (except in compliance with Section 12(g)) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to Customer's internal use. Provider shall provide to Customer the necessary passwords and network links or connections to allow Customer to access the Services.
- (b) **Documentation License.** Subject to the terms and conditions contained in this Agreement, Provider hereby grants to Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with Section 12(g)) license to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- (c) **Use Restrictions.** Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.
- (d) **Reservation of Rights.** Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the Provider IP.
- (e) **Suspension.** Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any Authorized User's access to any portion or all of the Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer, or any Authorized User, is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; (E) Customer's breach or non-compliance with any term or condition of this Agreement; or (F) Provider's

provision of the Services to Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Services; or (iii) in accordance with Section 5(a)(iii); (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of data, except as may be allowed under Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, or profits), or any other consequences that Customer or any Authorized User may incur as a result of a Service Suspension, except where such Service Suspension is under subclause (ii) herein and is the result of Provider's breach of an applicable agreement for those services or products to which it is a party. Provider will ~~not credit, refund, or suspend~~ any obligation of Customer to make timely payment of Fees following an Activation Event for the duration during of any Service Suspension which is not the fault of Customer, except as set forth in Exhibit G-2.

Commented [AF11]: If Baseline is hosting customer data which is subject to the MGDPA, the City should not allow Provider to waive liability for any loss of that data that may lead to City liability.

Commented [AF12]: I do not recommend allowing Provider to waive liability for consequences that the City may incur as a result of a Service Suspension due to Provider's own failure to comply with the terms of agreements it is a party to.

Commented [AF13]: If the City cannot utilize the service and that inability is not the City's fault, I would prefer that any fees be suspended for the duration of that period.

Commented [AF14]: To my review, nothing in Exhibit G-2 addresses any credit, refund, or suspension of customer obligations to make timely payments of fees.

(f) **Aggregated Statistics.** Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Services and collect and compile Aggregated Statistics. As between Provider and Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. Customer acknowledges that Provider may compile Aggregated Statistics based on Customer Data input into the Services. Customer agrees that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law, and (iii) use Aggregated Statistics for any Provider business purpose, including product improvement, marketing, and analytics.

3. **Customer Responsibilities.** Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by Customer will be deemed a breach of this Agreement by Customer. Customer shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services, and shall cause Authorized Users to comply with such provisions.

4. **Service Levels and Support.**

(a) **Service Levels.** Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Services available in accordance with the service levels set out in Exhibit G-2.

Commented [AF15]: The service levels established in Exhibit G-2 are relatively minimal, dealing more with support services than service levels. I would like to see more clarity on this section than is currently provided.

Will the Services be accessible in accordance with commercial reasonableness? Will maintenance or other instances where the Services may not be accessible only occur on weekends (absent emergency)?

- (b) **Support.** The access rights granted hereunder entitle Customer to the support services described on Exhibit G-2 for the Term.

5. **Fees and Payment.**

- (a) **Fees.** Except as otherwise provided in this Section, no fees are due under this Agreement unless and until an Activation Event occurs.
- (i) Prior to an Activation Event, any technology fees associated with applicant use of the Services shall be collected by Rum River Consultants and remitted to Provider in accordance with Rum River Consultants' agreement with Customer, and Customer shall have no obligation to remit such fees directly to Provider.
- (ii) Following an Activation Event, Customer shall be responsible for paying all fees under this Agreement directly to Provider, in accordance with the fees mutually agreed upon in writing by the Parties and set forth in Exhibit G-1 with a written amendment to this Agreement.
- (b) **Taxes.** All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.
- (c) **Auditing Rights and Required Records.** Customer agrees to maintain complete and accurate records following an Activation Event in accordance with generally accepted accounting principles during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due hereunder.

6. **Confidential Information.** From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a

protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership; Feedback.

- (a) **Provider IP.** Customer acknowledges that, as between Customer and Provider, Provider owns all right, title, and interest, including all intellectual property rights, in and to the Provider IP.
- (b) **Customer Data.** Provider acknowledges that, as between Provider and Customer, Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. Customer hereby grants to Provider a non-exclusive, royalty-free, worldwide license to reproduce, distribute, and otherwise use the Customer Data and perform all acts with respect to the Customer Data as may be necessary for Provider to provide the Services to Customer, including the right to process, store, and transmit the data, as well as create backups. Additionally, Customer grants Provider a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to reproduce, distribute, modify, and otherwise use and display Customer Data incorporated within the Aggregated Statistics. For the avoidance of doubt, Provider shall not publicly display Customer Data and will at all times comply with applicable law including Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act, regarding the disclosure of any not public Customer Data.
- (c) **Feedback.** If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider by mail, email, telephone, or otherwise, suggesting or recommending changes to the Provider IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to Provider on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and Provider is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although Provider is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

- (a) Provider warrants that the Services will conform in all material respects to the commercially reasonable and industry standard service levels for like products set forth in Exhibit G-2 when accessed and used in

Commented [AF16]: As noted above, Exhibit G-2 is extremely sparse on details when it comes to service levels.

accordance with the Documentation. ~~Provider does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in Exhibit G-2. The remedies set forth in Exhibit G-2 are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 8(a).~~

Commented [AF17]: There is no discussion of uptime or availability of the Services in Exhibit G-2

Commented [AF18]: There are no remedies set forth in Exhibit G-2

- (b) Except for the limited warranty set forth in Section 8(a), the Provider IP is provided "as is," and Provider hereby disclaims all warranties, whether express, implied, statutory, or otherwise. Provider specifically disclaims all implied warranties of merchantability, fitness for a particular purpose, title, and non-infringement, and all warranties arising from course of dealing, usage, or trade practice. Except for the limited warranty set forth in Section 8(a), Provider makes no warranty of any kind that the Provider IP, or any products or results of the use thereof, will meet Customer's or any other person's requirements, operate without interruption, achieve any intended result, be compatible or work with any software, system, or other services, or be secure, accurate, complete, free of harmful code, or error-free.

9. Indemnification.

(a) **Provider Indemnification.**

- (i) Provider shall indemnify, defend, and hold harmless Customer from and against any and all losses, damages, liabilities, costs (including reasonable attorneys' fees) ("Losses") incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such claim.
- (ii) If such a claim is made or appears possible, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. Customer shall have the remedy of termination in Section 11(b)(ii) below if the modified or replacement Services are materially deficient to the existing Services.
- (iii) This Section 9(a) will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; (B) modifications to the Services not made by Provider; or (C) Customer Data.

~~(b) **Customer Indemnification.** Customer shall indemnify, hold harmless, and, at Provider's option, defend Provider from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third~~

party's US intellectual property rights and any Third-Party Claims based on Customer's or any Authorized User's (i) negligence or willful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment, or technology not provided by Provider or authorized by Provider in writing; or (iv) modifications to the Services not made by Provider, provided that Customer may not settle any Third-Party Claim against Provider unless Provider consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice.

Commented [AF19]: Is Provider providing a pre-authorized list of software, hardware, equipment, or technology?

This indemnification clause is very broad and would conceivably encompass any third party claim based on the City's use of the Services in combination with Dell computers or Microsoft Office.

I would prefer the City not indemnify Provider. If necessary, we can have the parties all be responsible for their own actions.

(e)(b) **Sole Remedy.** This Section 9 sets forth Customer's sole remedies and Provider's sole liability and obligation for any actual, threatened, or alleged claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party. In no event will Provider's liability under this Section 9 exceed \$5,000.

Commented [AF20]: An intellectual property violation claim is likely to exceed \$5,000.

10. **Limitations of Liability.** In no event will Provider be liable under or in connection with this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise, for any: (a) consequential, incidental, indirect, exemplary, special, enhanced, or punitive damages; (b) increased costs, diminution in value, or lost business, production, revenues, or profits; (c) loss of goodwill or reputation; (d) use, inability to use, loss, interruption, delay, or recovery of any data, or breach of data or system security; or (e) cost of replacement goods or services, in each case regardless of whether Provider was advised of the possibility of such losses or damages or such losses or damages were otherwise foreseeable. In no event will Provider's aggregate liability arising out of or related to this Agreement under any legal or equitable theory, including breach of contract, tort (including negligence), strict liability, and otherwise exceed twelve months' fees paid to Provider under this Agreement in the twelve-month period preceding the event giving rise to the claim.

Commented [AF21]: I would recommend striking this entire paragraph given its broad limiting of liability under the agreement. When taken in conjunction with several other limitations herein, the City would likely have no recourse for many the most likely breaches or other claims that may arise or where the was an allowed claim, the aggregate liability allowed under the agreement would likely make pursuing a claim not reasonable.

Commented [AF22]: Provider has made no statements as to the level of service or security it will provide for its software of the Services. At minimum, there are potential claims for data breach under MGDPA which we should not allow Provider to disclaim liability for, particularly as the disclaimer would include known vulnerabilities

Commented [AF23]: If Provider is aware of a known vulnerability, particularly related to data security, Provider should not be disclaiming all liability under this agreement

11. **Term and Termination.**

(a) **Term.** The term of this Agreement begins on the Effective Date and continues until terminated in accordance with this Agreement (the "Term").

(b) **Termination.** In addition to any other express termination right set forth in this Agreement:

Commented [AF24]: There is no at will termination here and the Agreement continues until terminated. The only allowances for termination are for failure to pay, breach, or insolvency.

(i) Either party may terminate this Agreement by providing sixty (60) days written notice to the other party.

(ii) Provider may terminate this Agreement, effective on written notice to Customer, if Customer, following an Activation Event, (A) fails to pay any amount when due hereunder, and such failure continues more than 60 days after Provider's delivery of written notice thereof; or (B) breaches any of its obligations under Section 2(c) or Section 6.

(iii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being

capable of cure, remains uncured 90 days after the non-breaching Party provides the breaching Party with written notice of such breach; or

~~(iii)~~(iv) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination.

(i) Upon earlier termination of this Agreement, Customer shall immediately discontinue use of the Provider IP and, without limiting Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the Provider IP and certify in writing to the Provider that the Provider IP has been deleted or destroyed. No expiration or termination will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination or entitle Customer to any refund. For clarity, no Fees shall be deemed to have accrued or become payable under ~~This~~this Agreement unless an Activation Event has occurred and fees have been mutually agreed upon in writing pursuant to this Agreement.

Formatted

~~(e)~~(ii) As reasonably practicable, Provider shall return all Customer Data pertaining to the Customer within sixty (60) days of Agreement termination. Provider shall further cease all continuing use of the Customer Data in Aggregated Statistics following effective termination. Any and all Customer Data which Provider retains or is unable to retain shall be managed in accordance with Minn. Stat. Ch. 13, the Minnesota Government Data Practices Act.

(d) **Survival.** This Section 11(d) and Sections 1, 5, 6, 7, 8(b), 9, 10, and 12 survive any termination or expiration of this Agreement. No other provisions of this Agreement survive the expiration or earlier termination of this Agreement.

12. Miscellaneous.

(a) **Entire Agreement.** This Agreement, together with any other documents incorporated herein by reference and all related Exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter. In the event of any inconsistency between the statements made in the body of this Agreement, the related Exhibits, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first,

this Agreement, excluding its Exhibits; (ii) second, the Exhibits to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

- (b) **Notices.** All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "Notice") must be in writing and addressed to the Parties at the addresses set forth on the first page of this Agreement (or to such other address that may be designated by the Party giving Notice from time to time in accordance with this Section). All Notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in this Agreement, a Notice is effective only: (i) upon receipt by the receiving Party; and (ii) if the Party giving the Notice has complied with the requirements of this Section.
- (c) **Force Majeure.** In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond such Party's reasonable control, including but not limited to acts of God, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of law or any action taken by a governmental or public authority, including imposing an embargo, pandemics, epidemics, public health emergencies, cyber-attacks, and telecommunications failures.
- (d) **Amendment and Modification; Waiver.** No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.
- (e) **Severability.** If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon such determination that any term or other provision is invalid, illegal, or unenforceable, the Parties shall negotiate in good faith to modify this Agreement so as to effect their original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.
- (f) **Governing Law; Submission to Jurisdiction.** This Agreement is governed by and construed in accordance with the internal laws of the State of Minnesota without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Minnesota. Any legal suit, action, or proceeding arising out of or related to this

Agreement or the licenses granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of Minnesota in each case located in the County of Anoka Ramsey, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

(g) **Assignment.** Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of Provider. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(h) **Export Regulation.** Customer shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), that prohibit or restrict the export or re-export of the Services or any Customer Data outside the US. Customer represents and warrants that it is not located in, under the control of, or a national or resident of any country to which export is prohibited under US laws and regulations.

Commented [AF25]: Worth discussing with Provider - is customer data being stored or exported outside the US by Provider?

(i) **Equitable Relief.** Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

(j)(i) **Data Practices Compliance.** The Provider agrees to maintain all data obtained from the Customer, whether Customer Data or otherwise, in the same manner as the Customer is required under Minn. Stat. § Chapter 13, the Minnesota Government Data Practices Act. The Provider will not release or disclose the contents of data classified as not public to any person except at the written direction of the Customer. Upon termination of this Agreement, the Provider agrees to return all data pertaining to the Customer within sixty (60) days of Agreement termination.

Formatted: Normal

(k) **Audit.** In accordance with Minnesota law, the Provider agrees that all books, records, documents, and accounting practices directly related to the use of public funds under this Agreement are subject to examination by the Customer and either the Legislative Auditor or State Auditor, as applicable, for a period of at least six (6) years from the termination of this Agreement.

Formatted: Font: (Default) Times New Roman, 12 pt, Bold

(j)(l) **Counterparts.** This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the Effective Date.

CITY OF LAUDERDALE

Mary Gaasch, Mayor

| **ATTEST:**

Heather Butkowski, City Administrator

| **BASELINE TECHNOLOGIES**

Adam Schreder, Chief Operations Officer

ATTEST:

Carri Levitski, Witness

EXHIBIT G-1

Capitalized terms used but not defined in this Exhibit G-1 have the meaning given to those terms in the Agreement.

- A. **DESCRIPTION OF SERVICES:** Baseline software relating to the application for, and administration of, permits for building, plumbing, electrical, septic, mechanical, fire systems, and rental/business/animal licenses.
- B. **FEES:** Unless and until an Activation Event occurs and such fees are mutually agreed upon in writing, Customer shall have no payment obligations under this Agreement. Following an Activation Event, Customer shall make all payments hereunder in US dollars in accordance with the fees mutually agreed upon in writing by the Parties. The Parties acknowledge that, prior to an Activation Event, the Services are provided to Customer through Provider's separate contractual relationship with Rum River Consultants, and that no separate fees are due under this Agreement for such Services during that period.
- (a) Prior to an Activation Event, any technology surcharge described herein shall be collected by Rum River Consultants and remitted to Provider. Following an Activation Event, such fees shall be paid directly by Customer to Provider.
- C. **TECHNOLOGY SERVICE CHARGE:** Following an Activation Event and subject to mutual written agreement of the Parties, permit applicants may be required to pay a technology service charge, currently anticipated to be \$10 per application, which amount may be adjusted from time to time by mutual agreement. Any such technology service charge shall be paid to Provider.
- D. **DATA IMPORT FEE:** Following an Activation Event and if Customer elects to have data imported from its prior permit application system, Customer shall pay Provider professional fees at a rate to be mutually agreed upon at that time for such data import services.

Provider and Customer may mutually agree in writing to add additional services or modules not otherwise provided through Customer's relationship with Rum River Consultants, which shall be subject to a separate written agreement or amendment.

EXHIBIT G-2
SERVICE LEVELS AND SUPPORT

Customer agrees to provide the necessary time, resources, and personnel to support the implementation of Provider's services and applications. Provider reserves the right to modify, enhance, or update the Services at its sole discretion.

Customer will be entitled to unlimited technical support during Provider's business hours (8:00 AM to 5:00 PM Central, Monday through Friday) at no additional cost. A contact number will be provided for critical issues outside business hours. Support is provided via email or phone. Phone support includes screen sharing when required. Additional expenses may apply for support services on holidays or weekends.

Provider reserves the right to limit or decline support requests that it deems excessive or abusive, examples include, but are not limited to, continuous emails on the same support ticket after a question has already been answered, not using the designated support channels, and abuse to support staff.

Commented [AF26]: What constitutes continuous? And if the 'question' has been answered but the issue remains? This is broad.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date June 9, 2026 **Agenda Item** Plumbing Plan Review Ord.

Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Following is the resolution that will be remitted with the application to the State to complete the transfer of authority for plumbing plan reviews.

STAFF RECOMMENDATION:

Motion to adopt Resolution No. 060926B - Approving a Minnesota Department of Labor and Industry Plumbing Plan Review Agreement.

RESOLUTION NO. 060926B

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

**RESOLUTION APPROVING A MINNESOTA DEPARTMENT OF LABOR
AND INDUSTRY PLUMBING PLAN REVIEW AGREEMENT**

WHEREAS, the State of Minnesota Department of Labor and Industry (DOLI) conducts plumbing plan reviews for permits in the City of Lauderdale, as stipulated in Minn. R. 1300.0215, Subpart 6.; and

WHEREAS, Minn. Stat. § 326B.43, Subd. 2, permits the delegation of authority for plumbing plan review for public and commercial projects to municipalities, or their designee, by agreement; and

WHEREAS, this delegation agreement and the addition of plumbing plan review services will benefit the City of Lauderdale by generating additional revenue that the State of Minnesota usually retains by conducting these reviews; and

WHEREAS, customer service benefits for permit applicants and residents are significant as the state is behind on plan review, causing considerable delays in construction; and

WHEREAS, the City of Lauderdale currently contracts with Rum River Consultants (RRC) for designated building official services; and

WHEREAS, RRC has the ability and has indicated its capacity to review plumbing plans in its role as building official for the City.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Lauderdale approves the application and agreement with the Minnesota Department of Labor and Industry in order for the City of Lauderdale to provide plumbing plan review services locally as presented and direct staff to file the application and agreement with the Minnesota Department of Labor and Industry.

Adopted by the City Council of the City of Lauderdale, Minnesota, this 9th day of June 2026.

Mary Gaasch, Mayor

Attest:

(SEAL)

Heather Butkowski, City Administrator-Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member _____ upon vote being taken thereon, the following voted in favor thereof:

Members _____, _____, _____, _____, and _____.

And the following voted against same: _____

Absent: _____

Whereupon said resolution was declared duly passed.

Plumbing Plan Review Agreement Application

Under Minnesota Statutes, section [326B.43, subd. 2](#), the commissioner of the Department of Labor and Industry (DLI) may enter into an agreement with a municipality, in which the municipality agrees to perform plan review and specifications of plumbing systems in their jurisdiction subject to statutory requirements. Certain types of plans must still be submitted to DLI.

To request a formal plumbing plan review agreement, this application and all requested documents must be completed and submitted to: Judy.Tacheny@state.mn.us. Incomplete application will be rejected.

1. MUNICIPALITY INFORMATION			
MUNICIPALITY NAME City of Lauderdale			DATE June 9, 2026
ADDRESS 1891 Walnut Street			EMAIL heather.butkowski@lauderdalemn.org
CITY Lauderdale	STATE MN	ZIP CODE 55113	PHONE 651-792-7650
BUILDING OFFICIAL NAME Andy Schreder			
MAILING ADDRESS 23340 Cree Street			PHONE 763-291-3704
CITY St. Francis	STATE MN	ZIP CODE 55070	E-MAIL andy@rumrivercc.com
APPROVED PLUMBING PLAN REVIEWER(S). If reviewer is contracted through a private company, check here ☒ and submit contract for review.			
NAME Joe Gohman	LICENSE # PM067457	E-MAIL/PHONE joe@rumrivercc.com/763-331-7722	
NAME	LICENSE #	E-MAIL/PHONE	
2. REQUIRED DOCUMENTS THAT MUST BE ADOPTED BY ORDINANCES			
Submit copies of following relevant ordinances: - The ordinance in which the municipality adopts the Minnesota Plumbing Code. (Adoption of the Minnesota State Building Code by ordinance includes adoption of the Minnesota Plumbing Code, Chapter 4714.) - The ordinance that requires plumbing plans and specifications to be submitted, reviewed, and approved by the municipality. The ordinance must clearly state exceptions for projects listed in Minnesota Statutes, section 326B.43 subd. 2(n) as listed below as those must be submitted to DLI for plan review. Plumbing plans and specifications for the following projects shall be submitted to DLI for plan review. - State-licensed facilities (as defined in section 326B.103, subd. 13). - Public buildings (as defined in section 326B.103, subd. 11). - Projects of a special nature for which department review is requested by either the municipality or the state. - The ordinance that authorizes the municipality to perform plumbing inspections required by the Minnesota Plumbing Code. (Plumbing inspections, testing, and permits are subject to Minn. Rules, part 1300.0215, subparts 1 through 5.) - The ordinance that authorizes the municipality to administer and enforce the Minnesota Plumbing Code in accordance with Minnesota Statutes, section 326B.121. (Enforcing the Minnesota State Building Code by ordinance automatically includes and requires enforcement of the Minnesota Plumbing Code.) Copies of the above required ordinances must be submitted with this application to be considered.			

3. AGREEMENT

Upon approval of the application by the commissioner, the municipality agrees (see Minn. Stat. § 326B.43, subd. 2):

1. To review plumbing plans and specifications for all construction for which requires review and approval of plumbing plans and specifications per Minnesota Rules, part 1300.0215, subpart 6, except all plumbing plans and specifications for the following types of projects (state) within the municipality must be forwarded to the DLI for review:
 - a) State-licensed facilities (See Minn.Stat. § [326b.103, subd. 13](#));
 - b) public buildings (See Minn.Stat. § [326b.103, subd. 11](#)); and
 - c) projects of a special nature for which department review is requested by either the municipality or the state. (E.g., Dialysis facilities are an example of projects of a special nature that is reviewed by the state.)

Where the municipality forwards to the state for plan review, the municipality shall not collect any fee for plan review, and the commissioner shall collect all applicable fees for plan review.
2. The plan review will:
 - a) Reflect the degree to which the plans and specifications affect the public health and conform to the provisions of the plumbing code;
 - b) ensure that there is no physical connection between water supply systems that are safe for domestic use and those that are unsafe for domestic use; and
 - c) ensure that there is no apparatus through which unsafe water may be discharged or drawn into a safe water supply system.
3. Individuals who perform the plumbing plan reviews for the municipality have passed a competency assessment reviewing plans and specification, are approved by the commissioner and are:
 - a) Licensed master plumbers;
 - b) licensed professional engineers; or
 - c) individuals who are working under the supervision of a licensed professional engineer or licensed master plumber and who are licensed master or journeyman plumbers or hold a postsecondary degree in engineering.
4. To perform all inspections for projects in which they plan review. Individuals who conduct the plumbing inspections for the municipality are licensed master or journeyman plumbers, or inspectors meeting the competency requirements established in rules adopted under section 326B.135, except for individuals who conduct plumbing inspections for the DLI (state) projects listed in item 1 above must be licensed plumbers.
5. Individuals who conduct inspections and the plumbing plan reviews for the municipality shall not have any conflict of interest in conducting the inspections and the plan reviews.
6. To enforce in its entirety the plumbing code on all projects.
7. To keep official records of all documents received, including plans, specifications, surveys, and plot plans, and of all plan reviews, permits and certificates issued, reports of inspections, and notices issued in connection with plumbing inspections and the review of plumbing plans. These records shall be maintained in the official records of the municipality for the period required for the retention of public records under Minnesota Statutes, section 138.17, and shall make these records readily available for review at the request of the commissioner.
8. That the municipality does not have in effect the plumbing code or any of ordinances described in Section 2 above at any time after the agreement has been approved, the municipality will notify the commissioner in writing in advance or within 10 days of the changes if advance notice is not possible.
9. If the commissioner determines that the municipality is not properly administering and enforcing the plumbing code or is otherwise not complying with the agreement the commissioner may terminate the agreement in accordance with Minnesota Statutes, section 326B.43, subd. 2(l).
10. Not to revoke, suspend, or place restrictions on any plumbing license issued by the state.

Agreement Acknowledgement:

Andy Schreder NAME	June 9, 2026 DATE	MUNICIPAL BUILDING OFFICIAL SIGNATURE
Heather Butkowski NAME	June 9, 2026 DATE	CITY ADMINISTER OR CITY CLERK SIGNATURE

This material can be made available in different forms, such as large print, Braille or on a tape. To request, call 1-800-342-5354.
PPRA 7.11.2022

LAUDERDALE COUNCIL ACTION FORM

Meeting Date June 9, 2026

Agenda Item City Park Cameras

Action Requested

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A couple of years ago, the City installed cameras at City Hall and the Public Works Building (PWB). These cameras were installed through our contract with Metro-Inet using our existing internet service. The purpose was to primarily address on-going issues of theft and illegal dumping at the PWB.

Staff has been discussing whether there is a need for cameras at Community Park and Skyview Park. Community Park has long been a place of illegal dumping and more recently the damage to the Warming House from the fire in the portapotty. Skyview Park has fared relatively well with just the occasional portapotty tipping.

Staff didn't bring the issue to the Council sooner because we didn't have a solution that would be reasonably cost effective. To add Community Park to our existing video system would cost around \$2,000 up front per camera, \$1,300 annually, and \$250 per month. This seems too steep to take on when budgets are tight.

Staff have been exploring the option of using cellular, solar-powered cameras through vendors like T-Mobile and Verizon. T-Mobile has an option that would be \$230.00 up front per camera and about \$20 a month per camera for the cellular connection (see following quote). The cloud storage service for up to five cameras is \$6.99 per month. That puts the cost at ~\$100 per month all in for four cameras.

The question before the Council is whether this is something you want staff to arrange for. Staff believe a need exists. The question is whether it is worth the cost and whether there are any concerns over privacy. The Parks are public spaces and video surveillance is everyone, so that may not be an issue.

STAFF RECOMMENDATION:

Motion directing city staff to install a security camera system in city parks.



Customer Name:

City of Lauderdale

Financial Contact Name:

Heather Butkowski

Address:

City:

State:

Zip:

Financial Contact Phone:

Email Address:

heather.butkowski@lauderdalemn.org

Acct # (if applicable):

Customer Information

Name & Title:

Phone:

Email Address:

Remit To Address:

Vendor PO Address:

Tax ID#

Contract Number:

Sales Representative Information

Daniel O'Donnell - Gov't Account Manager

612-886-5775

daniel.odonnell2@t-mobile.com

T-MOBILE USA INC

PO BOX 742596, Cincinnati, OH 45274-2596

91-1983600

Quote Date		Expiration Date		Contract Vehicle		Discounts
5/19/2026		6/15/2026		NASPO		Monthly Recurring Charge 15%

Hardware						
Qty.	Device/Hardware	SRP	Discount	Net Price	Trade-in/Credit	Subtotal
4	Reolink Go PT Ultra	\$229.90		\$229.90	0	\$919.60
4	Reolink Go PT Plus	\$179.99		\$179.99	0	\$719.96

T-Mobile Unlimited Government Plans						
Qty.	Rate Plan	MRC	Discount	Net Price	# of Months	Subtotal
4	Government Unlimited - Data	\$23.50	(\$3.53)	\$19.98	1	\$79.90
1	Reolink Cloud Service - Customer setup and managed	\$6.99		\$6.99	1	\$6.99
Total Monthly Service Cost						\$6.99

Grand Total - 12 Months	\$83.88
-------------------------	---------

