

FILE

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, APRIL 9, 2013
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 THE MEETING TO ORDER

2. ROLL CALL

3. APPROVALS

- a. Agenda
- b. Minutes of the March 26, 2013 City Council Meeting
- c. Claims Totalling \$81,735.70

4. CONSENT

- a. Right to Know Policy

5. SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS

6. INFORMATIONAL PRESENTATIONS / REPORTS

- a. Annual Audit Presentation by Andrew Berg
- b. Public Entity Innovation Grant Update

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. Storm Water Pollution Prevention Public Hearing

8. DISCUSSION / ACTION ITEMS

- a. Memorial Bench Donation by Croteau Family – Resolution 040913A
- b. Joint Powers Agreement (JPA) with Bureau of Criminal Apprehension – Resolution 040913B and eCharging Amendment to the JPA
- c. Zoning Ordinance Revisions – Planned Unit Developments
- d. Street Sweeping Quotes

9. ITEMS REMOVED FROM THE CONSENT AGENDA

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. Presentation by Comcast and North Suburban Cable Commission Representatives
- b. Zoning Ordinance Revisions – Planned Unit Developments

c. Animal Control Ordinance

12. WORK SESSION

a. 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 for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) 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

Mayor Dains called the City Council meeting to order at 7:35 p.m.

Councillors present: Mary Gaasch, Roxanne Grove, Lara Mac Lean, and Mayor Jeff Dains.
Councillors absent: Denise Hawkinson.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator.

Mayor Dains asked for changes to the meeting agenda. Mayor Dains added a report on the topics covered at the Joint Legislative Conference. Butkowski added a park use application. Councillor Mac Lean moved to approve the agenda as amended. Councillor Grove seconded the motion and it passed unanimously.

Councillor Grove moved to approve the March 5, 2013, City Council meeting minutes. Councillor Mac Lean seconded the motion and it passed unanimously.

Councillor Gaasch moved approval of the claims totaling \$43,269.59. Councillor Mac Lean seconded the motion and it passed unanimously.

Councillor Grove moved to acknowledge the finances for February 2013 and the PCIC minutes. Councillor Mac Lean seconded the motion and it passed unanimously.

Informational Presentations / Reports

Mayor Dains said he recently attended the Joint Legislative Conference hosted by the League of Minnesota Cities, the Minnesota School Board Association, the Association of Minnesota Counties, and the Minnesota Association of Townships. The conference highlighted the legislative efforts of those working on behalf of the City. He noted the likelihood of a local government aid bill passing this year. He also met with Representative Hausman along with Councillor Gaasch and Administrator Butkowski. She is on top of the issues affecting Lauderdale and regularly stays in touch with city staff.

Proposal for Streetscaping Design

Paul Bilotta, city planning consultant, addressed the Council. He highlighted the input councillors received from residents regarding the repurposing of the alley behind the BF gas station. The responses ranged from not supporting the idea due to loss of access to encouraging the reuse if it helped improve the commercial corridor.

The Falcon Heights Fire Department weighed in on the concept recently. The alley is tight for bigger vehicles like fire engines and garbage trucks. They weren't opposed to repurposing the area but suggested the City work with the property owner to get a better turn radius for trucks.

March 26, 2013

Councilor Gasch moved to approve Phase 1 of the streetscaping proposal prepared by Stantec. Councilor Mac Lean seconded the motion and it passed unanimously.

The Council discussed the draft ordinance regarding fees for fire services. The Council supported charging responsible parties for the cost of fire service in the case of damage to utilities and chemical spills. They discussed whether to ask the same of those in motor vehicle accidents like Falcon Heights does. The Mayor asked whether the City could charge for calls for service if the accident was caused by criminal behavior. Butkowski said she would ask the city attorney for an opinion on that issue. Staff will continue to refine the draft based on council feedback and bring it back to a future meeting.

Butkowski mentioned that Finn Sisu requested use of the picnic shelter at the park in April to host a demonstration of roller skis.

Councilor Grove moved to approve Finn Sisu's application for use of the picnic shelter in Community Park on April 20. Councilor Mac Lean seconded the motion and it passed unanimously.

Agenda items for the April 9 council meeting include the annual audit presentation, annual storm water presentation, street sweeping quotes, and memorial bench donation by the Croteau family. Mayor Dains explained the Council was moving into the work session. Work sessions are a continuation of the meeting but not aired on community television.

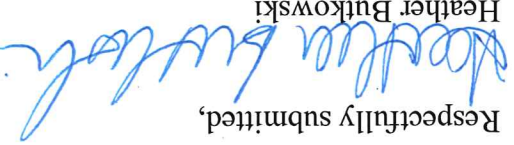
The Mayor asked if anyone present wished to address the Council; no one did.

Draft Animal Control Ordinance

The Council reviewed the draft animal control ordinance prepared by staff. Staff attempted to incorporate the essence of previous council discussions. The Council asked staff to continue the revision process and further research mason bees, fencing for bees and chickens, location of chicken coops, and licensing terms.

There being no further business on the council agenda, Councilor Gasch moved to adjourn the meeting. Councilor Grove seconded the motion and it carried. The meeting adjourned at 9:24 p.m.

Respectfully submitted,


Heather Butkowski
City Administrator

**CITY OF LAUDERDALE
CLAIMS FOR APPROVAL**

April 9, 2013 City Council Meeting

Payroll	03/29/13 Payroll: Direct Deposit # 501555-501564	\$9,162.31
03/29/13 Payroll: Payroll Liabilities, e-payments #762E-765E	\$7,260.08	
Vendor Claims	04/09/13 Claims: Check #'s 21676-21694	\$65,313.31
SUBTOTAL		\$81,735.70

Total Claims for Approval	\$81,735.70
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CITY OF LAUDERDALE

***Claim Register®**

032913payroll

MARCH 2013

Claim Type	Direct	Claim Type	Direct	Total
Claim# 3229 NORTH STAR BANK, CHECKING S CK# 000762E 3/27/2013		Cash Payment G 101-21701 FEDERAL TAXES	3/29/2013 Payroll	\$1,243.67
		Cash Payment G 101-21703 FICA WITHHOLDING,	3/29/2013 Payroll	\$2,040.46
		Invoice		
Transaction Date	3/27/2013	Due 0 NORTH STAR CHE	10100	\$3,284.13
Claim# 3230 PERA		CK# 000763E 3/27/2013		
Cash Payment G 101-21704 PERA		3/29/2013 Payroll		\$1,614.76
		Invoice		
Transaction Date	3/27/2013	Due 0 NORTH STAR CHE	10100	\$1,614.76
Claim# 3231 ICMA		CK# 000764E 3/27/2013		
Cash Payment G 101-21705 ICMA RETIREMENT		3/29/2013 Payroll		\$568.16
		Invoice		
Transaction Date	3/27/2013	Due 0 NORTH STAR CHE	10100	\$568.16
Claim# 3232 MN DEPARTMENT OF REVENUE		CK# 000765E 3/27/2013		
Cash Payment G 101-21702 STATE WITHHOLDING		3/29/2013 Payroll		\$1,793.03
		Invoice		
Transaction Date	3/27/2013	Due 0 NORTH STAR CHE	10100	\$1,793.03
Claim Type	Direct	Claim Type	Direct	Total
Pre-Written Check	\$7,260.08			\$7,260.08
Checks to be Generated by the Compute	\$0.00			\$0.00
Total	\$7,260.08			\$7,260.08

Check Detail Register

CITY OF LAUDERDALE

APRIL 2013

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk# 021676 4/9/2013 AFSCME

G 101-21709 UNION DUES \$110.00

Total AFSCME \$110.00

Paid Chk# 021677 4/9/2013 AMERICAN MESSAGING

E 101-43000-391 TELEPHONE/PAGERS \$35.27

E 601-49000-391 TELEPHONE/PAGERS \$17.64

E 602-49100-391 TELEPHONE/PAGERS \$17.63

Total AMERICAN MESSAGING \$70.54

Paid Chk# 021678 4/9/2013 BOWNIK, JIM

E 101-41200-331 TRAVEL EXPENSE \$131.98

Total BOWNIK, JIM \$131.98

Paid Chk# 021679 4/9/2013 CITY OF ROSEVILLE

E 101-41200-306 CONSULTING FEES \$787.00

E 101-41200-391 TELEPHONE/PAGERS \$95.40

Total CITY OF ROSEVILLE \$882.40

Paid Chk# 021680 4/9/2013 CITY OF ST ANTHONY

E 101-42100-319 POLICE CONTRACT \$50,169.16

Total CITY OF ST ANTHONY \$50,169.16

Paid Chk# 021681 4/9/2013 CROIX OIL

E 602-49100-212 MOTOR FUELS \$48.93

E 101-43000-212 MOTOR FUELS \$228.35

E 601-49000-212 MOTOR FUELS \$48.93

Total CROIX OIL \$326.21

Paid Chk# 021682 4/9/2013 GLTC PREMIUM PAYMENTS

G 101-21706 HEALTH INSURANCE \$50.90

Total GLTC PREMIUM PAYMENTS \$50.90

Paid Chk# 021683 4/9/2013 GOPHER STATE ONE-CALL

E 101-43400-386 GOPHER STATE ONE CALL \$7.25

Total GOPHER STATE ONE-CALL \$7.25

Paid Chk# 021684 4/9/2013 GOVERNMENT TRAINING SERVICE

E 101-41200-308 TRAINING/CONFERENCES \$225.00

Total GOVERNMENT TRAINING SERVICE \$225.00

Paid Chk# 021685 4/9/2013 GRAND VIEW LODGE

E 101-41200-308 TRAINING/CONFERENCES \$396.00

Total GRAND VIEW LODGE \$396.00

Paid Chk# 021686 4/9/2013 HOME DEPOT CRC

E 101-43000-228 MISC REPAIRS MAINT SUPPLIE \$10.02

Utility Knife and 2 Dowels

Paid Chk# 021685 4/9/2013 GRAND VIEW LODGE

E 101-41200-308 TRAINING/CONFERENCES \$396.00

MCA Annual Conference - HB

Paid Chk# 021685 4/9/2013 GRAND VIEW LODGE

E 101-41200-308 TRAINING/CONFERENCES \$396.00

MCA Cont. Lodging - HB

CITY OF LAUDERDALE

Check Detail Register

APRIL 2013

Check Amt Invoice Comment

Total HOME DEPOT CRC \$10.02

Paid Chk# 021687 4/9/2013 HUGHES AND JOSEPH
E 101-41500-300 LEGAL FEES - PROSECUTING
Total HUGHES AND JOSEPH \$850.00
3/13 Legal Fees \$850.00

Paid Chk# 021688 4/9/2013 KELLY, KEVIN
E 101-41200-331 TRAVEL EXPENSE
Total KELLY, KEVIN \$26.94
1Q2013 Expenses \$26.94

Paid Chk# 021689 4/9/2013 KONICA MINOLTA
E 101-41200-401 COPIER CONTRACT
Total KONICA MINOLTA \$238.40
4/13 Copier Contract \$238.40

Paid Chk# 021690 4/9/2013 LILLIE SUBURBAN NEWS
E 405-48500-304 ENGINEERING
E 602-49100-352 PUBLIC INFO NOTICES
Total LILLIE SUBURBAN NEWS \$57.00
Public Notice - Sewer Lining Bids \$57.00
Public Notice - SWPPP mtg \$42.75

Paid Chk# 021691 4/9/2013 MET-COUNCIL ENVIRONMENTAL SER.
E 601-49000-387 WATER TREATMENT SERVICE
Total MET-COUNCIL ENVIRONMENTAL SER. \$9,859.25
5/13 waste water treatment \$9,859.25

Paid Chk# 021692 4/9/2013 MN DEPT OF LABOR AND INDUSTRY
E 101-43400-443 SURCHARGE REPORT
Total MN DEPT OF LABOR AND INDUSTRY \$99.77
1Q 2013 Surcharge Report \$99.77

Paid Chk# 021693 4/9/2013 RAMSEY COUNTY, PROP REC & REV
E 101-41200-442 MISC
E 101-42100-318 911 Dispatch
G 101-21706 HEALTH INSURANCE
E 101-41200-355 MISC PRINTING/PROCESS SER
Total RAMSEY COUNTY, PROP REC & REV \$6,24
3/13 800 MHZ radio licenses \$6.24
3/13 911 Dispatch \$1,097.65
4/13 Employee Insurance \$453.31
4/13 Employee Insurance \$25.00

Paid Chk# 021694 4/9/2013 WASTE MANAGEMENT
E 101-43000-384 REFUSE DISPOSAL
Total WASTE MANAGEMENT \$177.54
4/13 PW Waste Refuse \$177.54

10100 NORTH STAR CHECKING
10100 NORTH STAR CHECKING \$65,313.31

Fund Summary
10100 NORTH STAR CHECKING
101 GENERAL \$55,221.18
405 TIF-PROJECTS \$57.00
601 SEWER UTILITIES \$9,925.82
602 STORM SEWER ENTERPRISE FUND \$109.31
\$65,313.31

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	April 9, 2013
ITEM NUMBER	Right to Know Policy
STAFF INITIAL	<i>AB</i>
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City currently doesn't have a Right to Know Policy. I am not sure why it never did or maybe it was lost over the years. Nevertheless, staff created the one that is attached from the League's template. Public works doesn't store chemicals and only purchases household sized products with labels affixed so they don't need to keep material safety data sheets or need instruction on how to use products.

I didn't think there was anything to discuss so I added approval of the policy to the consent agenda. If you would like to discuss further, please remove it from the consent agenda for further discussion.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council adopts the attached Right to Know Policy.

COUNCIL ACTION:

CITY OF LAUDERDALE

Employee Right-to-Know Policy and Procedures

PROGRAM REQUIREMENTS:

The Minnesota Rules require the program to address:

1. A listing of hazardous substances known to be present.
2. The method the employer will use to inform employees of the frequent tasks involving hazardous materials, physical agents and infectious agents.
3. The written program must be available to employees, labor representatives and OSHA. The written program must cover:
 1. Hazardous Substances
 2. Harmful physical agents - including heat, noise and radiation.
 3. Infectious agents - includes bacteria, fungus, virus, parasites, etc.

REQUIRED TRAINING: There must be initial training for employees prior to assignment to the work area. Training records must be maintained for a minimum of three years.

Minimum training program requirements include:

1. The name of the hazardous substance/physical agent/infectious agent, as well as other commonly used names.
2. The level at which exposure has been restricted.
3. The primary route(s) of entry and the known acute and chronic effects of exposure.
4. The known symptoms of the effects.
5. Any potential for flammability, explosion or reactivity.
6. The appropriate emergency procedures and/or first aid measures.
7. The known proper conditions for safe use and exposure to the substance.
8. Procedures for cleanup of spills and leaks.
9. The name, phone number and address of the manufacturer of the hazardous substance. Access to written information about the hazardous substances.

LABELLING: Containers must be labeled and the content of the labels must contain specific information as specified in the standard.

Section 1: References

- A. 29CFR1910.1200
- B. MN Rules 5206

Section 2: Definitions

- A. Biological Hazard- An illness that can be transferred from one person to another, such as a virus or infection.
- B. Container- containers include bags, boxes, barrels, bottles, cans, storage tanks, or other similar items. Containers do not include pipes and piping systems.

- A. Biological hazards
 - a. All safety information concerning biological hazards is contained in the "Bloodborne Pathogens" written program
 - b. The "Bloodborne Pathogens" written program is available in electronic form at Lauderdale City Hall
- B. All elements of this written program are available for employee viewing.
- C. It is the responsibility of management to ensure that all elements of this written program are met.
- D. Inventory of Hazardous Chemicals and Harmful Physical Agents
 - a. A list of hazardous substances and harmful physical agents, including the areas

Section 3: Program Requirements

- C. Foreseeable Emergency- Any potential occurrence such as, but not limited to, equipment failure, rupture of containers, or failure of control equipment which could result in an uncontrolled release of a hazardous chemical into the workplace.
- D. Harmful Physical Agent- The list of harmful physical agents is determined by Minnesota OSHA. The following are considered to be harmful physical agents by Minnesota OSHA:
 - a. Heat
 - b. Noise
 - c. Ionizing and non-ionizing radiation
- E. Hazardous Substance- A chemical or mixture of chemicals that:
 - a. Is regulated by federal OSHA
 - b. Is toxic, corrosive, an irritant, a sensitizer, combustible, flammable, dangerously reactive, an oxidizer, pyrophoric, pressure-generating, a compressed gas, a carcinogen, a teratogen, a mutagen, a reproductive toxic agent, or that may otherwise cause chronic or acute injury or health effects.
 - c. Is determined by Minnesota OSHA to present a hazard in the case of a fire, spill, or other accident.
- F. Hazard Warning- Any words, pictures, or combination of words and pictures that conveys the hazard of the substance in a container.
- G. Immediate-Use Container- A container into which substances are transferred from labeled containers, and which will be under the control of and use only by the person who transfers it, and only within the work shift in which it is transferred. Examples include test tubes, beakers, pitchers, and pails.
- H. Laboratory Use of Hazardous Chemicals- Handling or use of hazardous chemicals in which all of the following conditions are met:
 - a. Chemical manipulations are carried out on a laboratory scale,
 - b. Multiple chemical procedures or chemicals are used,
 - c. The procedures involved are not a part of a production process and do not simulate a production process, and
 - d. Protective laboratory practices and equipment are available and in common use to minimize the potential for employee exposure to hazardous chemicals.
- I. Routinely Exposed- A reasonable potential for exposure exists during the normal course of work.

- where the substances are used, will be completed annually and whenever a new hazardous substance or harmful physical agent is added to the workplace.
- b. A list of hazardous substance no longer in use will be kept on permanent file.
 - c. This list will be provided to local emergency response agencies.
 - d. This list will be maintained in the Public Works Office.
 - e. This list is attached to this program as Addendum B (when necessary).
5. Material Safety Data Sheets
- a. Per CFR 1910.1200(b)(6)(ix), MSDS will not be kept for household products where the use is for the purpose intended by the manufacturer and the duration and frequency of exposure is not greater than the range of exposures that would be experienced by consumers using the product.
 - b. A current material safety data sheet will be kept on file in the Public Works Office.
 - c. When a chemical is removed from use, the last current material safety data sheet for the chemical will be kept on permanent file in the Public Works Office.
 - d. A copy of all material safety data sheets will be provided to local emergency response agencies.
 - e. Material safety data sheets may be requested from suppliers using the sheet attached as Addendum A to this Program.
6. Annual program review
- a. Annually or whenever a change in chemicals or harmful physical agents occurs this program will be reviewed.
 - b. Annually, the inventory of hazardous chemicals and harmful physical agents will be reviewed for accuracy. Out-of-date inventories will be kept on permanent file.
 - c. If a manufacturer changes a chemical product, the out-of-date material safety data sheet will be kept on permanent file, along with a notation of the date of chemical change.
7. Labeling
- a. All hazardous chemicals must be labeled, with the exception of immediate-use containers.
 - b. Labels on original shipping containers must include the following information:
 - i. The identity of the hazardous substance.
 - ii. Appropriate hazard warnings.
 - iii. The name and address of the chemical manufacturer, importer, or other responsible party.
 - c. Labels for other containers must include the following information:
 - i. The identity of the hazardous substance.
 - ii. Appropriate hazard warnings.
 - d. Process piping that contains hazardous materials will be labeled with the name of the material, the direction of the flow, and maximum pressure of the system.
8. Non-Routine Tasks
- a. Prior to performing non-routine tasks, a safety briefing will be held to educate employees on the hazards they will encounter.
 - b. Employees are not permitted to perform non-routine tasks until they have been specifically trained on the performance of the task.

- a. To ensure all new chemicals introduced to the City of Lauderdale are reviewed by the Public Works Coordinator.
 - b. To ensure that all chemicals reviewed do not create a potential impact to the safety and health of Lauderdale employees, as well as to ensure that there is minimal environmental impact to the City of Lauderdale
- B. Responsibilities
- a. The person requesting approval is responsible for obtaining the material safety data sheet from the supplier, and is also responsible for completing the Chemical

Section 5: Chemical Approval Protocol

- a. The elements and location of this written program
 - b. The location of material safety data sheets and the inventory of hazardous substances and harmful physical agents.
 - c. Information regarding hazard warnings and how to determine appropriate precautions to take when working with a hazardous substance or harmful physical agent.
 - d. Information regarding proper usage of personal protective equipment.
 - e. Labeling requirements.
 - f. Locations where hazardous substances and harmful physical agents are found.
 - g. The information that can be found in a material safety data sheet, and how to interpret that information.
 - h. Methods to detect a chemical release, and what to do in the case of a chemical release.
 - i. Information about physical and health hazards in the workplace.
- B. Training will include the following topics:
- a. Training will be provided whenever there is a new hazardous substance or harmful physical agent introduced into the work environment.
 - b. Employees who change work duties will be trained prior to working with any hazardous substances or harmful physical agents they have not previously been trained on.
- A. Frequency of Training
- a. Training will be provided prior to work with any hazardous substances or harmful physical agents.
 - b. Training will be provided whenever there is a new hazardous substance or harmful physical agent introduced into the work environment.
 - c. Employees who change work duties will be trained prior to working with any hazardous substances or harmful physical agents they have not previously been trained on.

Section 4: Training Requirements

- a. Prior to beginning any work that involves hazardous substances or harmful physical agents, contractors or subcontractors must provide a copy of their Employee Right-to-Know program to the City of Lauderdale.
 - b. The City of Lauderdale will provide a copy of this program, appropriate material safety data sheets, and the inventory of hazardous substances and harmful physical agents to any contractor prior to the contractor performing work that involves hazardous substances or harmful physical agents.
- I. Contractors

Mayor Dains

Date:

Signed:

The effective date of this policy is April 9, 2013.

SECTION 6. EFFECTIVE DATE.

- a. Before any new chemical is brought onsite (other than samples), the Chemical Approval Form and material safety data sheet must be submitted to the Public Works Coordinator for review.
- b. Unsolicited chemical samples may not be accepted by any City of Lauderdale employee.
- c. The individual wishing to purchase a new chemical will initiate the Chemical Approval Form by filling out section 1, and sending the form and material safety data sheet for the chemical on to the Public Works Coordinator.
- d. Upon review of the Chemical Approval Form and the material safety data sheet, the Public Works Coordinator will inform the requestor in writing if the chemical has been approved or declined for purchase.
- e. If the chemical is declined for purchase, the Chemical Approval Form will be returned to the requestor with an explanation of why the request was denied.
- f. If the requestor does not agree with the Public Works Coordinator's decision to decline purchase of the chemical, an appeal in writing should be made.
- g. If the chemical is approved for purchase, the Public Works Coordinator will add the material safety data sheet to the master list, and add the chemical to the chemical inventory list.
- h. Original Chemical Approval Forms will be returned to the requestor. The Public Works Coordinator will keep a copy on file.
- i. To ensure that all chemical files are up to date, the Public Works Coordinator will review the Chemical Approval Forms annually, to monitor the disposition of chemical samples.
- j. If the chemical was never ordered, the material safety data sheet should be removed from the master file and discarded.
- k. All material safety sheets for chemicals that were only brought in as samples must be kept on permanent file (see Section 3).

C. Procedures

- a. Before any new chemical is brought onsite (other than samples), the Chemical Approval Form and material safety data sheet must be submitted to the Public Works Coordinator for review.
- b. Unsolicited chemical samples may not be accepted by any City of Lauderdale employee.
- c. The individual wishing to purchase a new chemical will initiate the Chemical Approval Form by filling out section 1, and sending the form and material safety data sheet for the chemical on to the Public Works Coordinator.
- d. Upon review of the Chemical Approval Form and the material safety data sheet, the Public Works Coordinator will inform the requestor in writing if the chemical has been approved or declined for purchase.
- e. If the chemical is declined for purchase, the Chemical Approval Form will be returned to the requestor with an explanation of why the request was denied.
- f. If the requestor does not agree with the Public Works Coordinator's decision to decline purchase of the chemical, an appeal in writing should be made.
- g. If the chemical is approved for purchase, the Public Works Coordinator will add the material safety data sheet to the master list, and add the chemical to the chemical inventory list.
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- i. To ensure that all chemical files are up to date, the Public Works Coordinator will review the Chemical Approval Forms annually, to monitor the disposition of chemical samples.
- j. If the chemical was never ordered, the material safety data sheet should be removed from the master file and discarded.
- k. All material safety sheets for chemicals that were only brought in as samples must be kept on permanent file (see Section 3).

Addendum A

Material Safety Data Sheet Request Form

XYZ Manufacturing Company
1234 Street
Anytown, USA 11222

Dear Sir or Madam:

The Occupational Safety and Health Administration (OSHA) Hazard Communication Standard (29 CFR 1910.1200) requires employers be provided Material Safety Data Sheets (MSDS's) for all hazardous substances used in their facility, and to make these MSDS's available to employees potentially exposed to these hazardous substances.

We, therefore, request a copy of the MSDS for your product listed as Stock Number . We did not receive an MSDS with the initial shipment. We also request any additional information, supplemental MSDS's, or any other relevant data that your company or supplier has concerning the safety and health aspects of this product.

Please consider this letter as a standing request to your company for any information concerning the safety and health aspects of using this product that may become known in the future.

The MSDS and any other relevant information should be sent to us within 10, 20, 30, days (select appropriate time). Delays may prevent use of your product. Send the information to the address listed below.

Please be advised that if we do not receive the MSDS on the above chemical by , we may have to notify OSHA of our inability to obtain this information.

Your cooperation is greatly appreciated. Thank you for your timely response to this request. If you have any questions please contact me at (651) 792-7650.

Sincerely

Public Works Coordinator

City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Addendum C

City of Lauderdale Chemical Approval Form

Section 1: Completed by Requestor

1. Requestor Name and Phone Extension:

2. Date of Request:

3. Department:

4. Trade Name of Chemical:

5. Hazardous Ingredients:

6. Manufacturer or Supplier:

7. Contact Name:

8. Part Number:

9. Process use:

10. Location of Use:

11. Replacement Chemical? (yes/no):

12. Replacing What? (N/A if not a Replacement Chemical):

13. Anticipated Usage Amount:

14. Container Size:

15. Initial Sample Quantity Ordered:

16. Proposed Storage Method and Location:

17. Max. Quantity Stored:

18. Average Quantity Stored:

19. Proposed Disposal Method:

After completing this section, forward this form to the Public Works Coordinator with the material safety data sheet for this chemical.

Section 2: Completed by Public Works Coordinator

1. EPA Information:
2. Form R Reportable?
3. Tier 11 Reportable?
4. SARA Rating(s):
5. Is Chemical a TIO or HAP?
6. Waste Disposal Method:
7. Disposal Responsibility:
8. Identified Safety Hazards:
9. Special PPE or Training:
10. Engineering Controls:
11. Is Chemical a Carcinogen, Mutagen, or Teratogen?
12. Monitoring Requirements:
13. Storage and Handling Requirements:
14. NFPA or HMIS Codes:
15. Approved or Declined and Date:

Original returned to requestor, copy filed by Public Works Coordinator.

Approved by the Lauderdale City Council on April 9, 2013.

Signed: _____ Mayor
Date: _____

Signed: _____ City Administrator-Clerk
Date: _____

COUNCIL ACTION:	
STAFF RECOMMENDATION:	
OPTIONS:	

BACKGROUND:

In December, I mentioned Ramsey County will be working with cities to achieve state-mandated recycling goals. The County suggested Lauderdale and Falcon Heights work together on management of bulky waste items. Deb Jones from Falcon Heights and I submitted a grant application for a pilot project to include single family homes. The amount requested was \$100,000.

The County has notified the cities their intent to fund the project at the amount requested. The next step is to issue a Request For Proposals (RFP) to find a contractor to collect the bulky material. Susan Young from Foth Infrastructure and Environment has drafted an RFP, which is expected to be released soon. Releasing the RFP and receiving responses from potential contractors will help us answer some key question such as cost and how the contractor would manage the program.

The next step would be to negotiate a contract with the successful proposer and get started on the program. The anticipated start date is June 1. The pilot project for single-family homes will be evaluated, and if it goes well, the cities would like to consider submitting another grant application for multi-family households.

The Council does not need to adopt a Resolution or take any action until a grant award is received.

Enclosed: Grant response from the County dated March 12, 2013; RFP final draft.

ACTION REQUESTED	
Consent	_____
Special	_____
Public Hearing	_____
Report	_____ X _____
Discussion/Action	_____
Resolution	_____
Work session	_____
	APPROVED BY ADMINISTRATOR
	STAFF INITIAL Jim
	ITEM NUMBER Public Entity Innovation Grant Update
	MEETING DATE April 9, 2013
LAUDERDALE COUNCIL	

Environmental Health Section
2785 White Bear Avenue North, Suite 350
Maplewood, MN 55109-1320
P: 651.266.1199 | F: 651.266.1177

Saint Paul - Ramsey County Public Health

Zack Hansen, Environmental Health Director



March 12, 2013

Deborah Jones
Zoning and Planning Director
City of Falcon Heights
2077 Larpentour Avenue West
Falcon Heights, MN 55113

Jim Bownik
Assistant City Administrator
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Dear Ms. Jones and Ms. Bownik:

The Public Entity Innovation Grant Review Committee has completed its review of your proposal and is recommending the award of a grant to the Cities of Falcon Heights and Lauderdale in an amount not to exceed \$100,000. This recommendation will be sent to the County Manager for approval. Please be aware the County's internal process may take 6 to 12 weeks and must be completed before the grant award is final.

Please note that the project should be developed with efficiency and cost effectiveness as a primary goal. With this in mind, the funding for the collection and disposal of the bulky items in the amount of \$92,500 will not be authorized until the RFP has been issued, results known, and an implementation plan developed. Specifically what we are looking for is:

- A clear outline of how the service will be provided,
- the cost of the services,
- how this approach adds value to the current system by 1) reducing costs; 2) avoiding illegal disposal/dumping/nuisance situations; 3) assuring proper management/recycling of items collected, and
- clear evaluation measures .

Upon submittal of the above and approval by County staff the remaining funds will be authorized for release in the manner laid out in the payment terms of the grant agreement.

If you have any questions, please contact me at 651.266.1153 or rachel.frank@co.ramsey.mn.us.

Sincerely,

Rae Eden Frank

Community Involvement Unit, Environmental Health Section

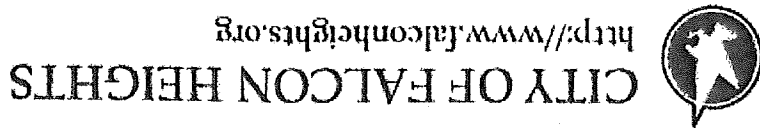
cc: Zack Hansen, Environmental Health Director, Saint Paul - Ramsey County Public Health
Susan Young, Consultant, Foth

Request for Proposals for Bulky Wastes Collection and Recycling or Disposal Services

**Prepared by the City of Falcon Heights and the
City of Lauderdale, MN**

Released on: April 12, 2013
Proposals due on: April 24, 2013, 4:00 p.m.

City of Lauderdale
The Island in the Metro



**Request for Proposal Bulky Wastes
Collection and Recycling or
Disposal Services**

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**Request for Proposal (RFP)
Bulkly Wastes Collection and Recycling or Disposal Services**

SUMMARY

The Cities of Falcon Heights and Lauderdale, Minnesota are soliciting sealed proposals for Bulkly Wastes Collection and Recycling or Disposal Services

Issue and receiving office:

City of Lauderdale, Jim Bownik
1891 Walnut Street
Lauderdale, MN 55113

Sole contact person for all RFP communications:

Jim Bownik, City of Lauderdale

RFP Time/Schedule:

RFP released: April 12, 2013

Pre-proposal meeting: April 17, 2013; 9:30 a.m.

Proposals due April 24, 2013; 4:00 p.m.

1. INTRODUCTION AND BACKGROUND INFORMATION

1.1 Service Summary

The Cities of Falcon Heights and Lauderdale are seeking proposals from qualified companies to provide a bulky waste collection and recycling or processing and disposal service in the respective communities.

The list of Contract services include, but are not limited to:

- ◆ collect bulky items from residential properties, as directed by the Cities
- ◆ transport them to facilities that will recycle the materials
- ◆ if recycling is not possible, transport items, as directed by the Cities, to a facility that will appropriately process the items for disposal

1.2 History and Summary of Current Solid Waste and Recycling Services

The Cities of Lauderdale and Falcon Heights have identified a need for more efficient and effective ways for residents to dispose of bulky items such as mattresses, furniture and appliances. Annual campaigns or events to encourage and facilitate recycling of these items have failed to serve residents who:

- ◆ Do not have a vehicle or the physical capability of taking items to the annual clean-up or a drop-off site.
- ◆ Move out of homes or replace large household items at other times of the year, when the next clean-up event may be many months away - encouraging storage or abandonment of the cast-offs.

Because neither city has organized refuse collection that might include collection of bulky items, residents are left on their own to arrange for disposal. There are several haulers in the two communities that offer a wide variety of services, and prices, for bulky goods disposal. Because of the uncertainty regarding which hauler provides which service, and the difficulty in comparing prices and services, bulky goods disposal often comes at a high cost and with significant inconvenience which discouraged appropriate action by homeowners. The result is a growing backlog of unwanted furniture and appliances stored in basements, garages and yards, and, too often, dumped illegally on public or private property. These items represent a public health and safety hazard and are source of materials that could be recycled.

1.3 City Goals and Objectives of this RFP

Falcon Heights and Lauderdale will conduct a pilot program that will (1) provide "free" pick-up of a specified number of bulky item(s) during the study period to eligible households, (2) provide transport of items to facilities that recycle the materials whenever possible and to appropriate processing when recycling is not possible, (3) distribute the program benefit fairly across both communities while minimizing abuse by non-residents, (4) assess whether there is a demand for continuing and expanding this service and whether residents would be willing to pay for it as an addition to their present recycling fee, and (5) determine the efficiency and effectiveness of such a program.

A hauler will be engaged who will collect bulky items on dates to be determined and transport them to facilities that will recycle the materials, or if recycling is not possible, to a facility that will appropriately process the items for disposal. Eligible residents will be able to apply for a voucher to cover pick-up of the specified number of eligible item(s) on a given date by applying to their city no more than two weeks before the pickup. Each city will keep track of which households have used their voucher, what items were collected, and the cost of the service. Participants will be surveyed for feedback as part of the application process. Participation will be first come, first served, and the number of households served will be determined by the costs detailed in the proposals. The findings of the pilot program will evaluate the response of residents to the pilot program, cost of the program, efficiency and effectiveness of the program, and recommendations for future efforts. If the pilot is deemed successful, a second effort, focusing on multiunit properties may be considered.

1.4 Estimates of Current Households Served Under This Contract

The pilot program will target single family homes in the cities: 643 in Lauderdale and 1,232 in Falcon Heights. Single family homes were chosen in order to simplify management of this pilot phase.

INSTRUCTIONS TO PROPOSERS

1.5 Summary of Instructions

The deadline for submitting proposals is Wednesday, April 24, 2013 at 4:00 p.m.

Four (4) hard copies of each proposal must be submitted. Envelopes shall be marked & sealed per the instructions to proposers below.

Facsimile (i.e., "fax") proposals will not be accepted.

1.6 Complete Proposals Required

Prospective Proposers are invited to submit a proposal for these services. Specifications, terms, conditions and instructions for submitting proposals are contained in this RFP. This RFP, together with any addenda and the Contractor's proposal(s), shall be referenced and incorporated into the final Service Agreement (Contract). If there is any discrepancy between the Contract and the RFP or proposal, the Contract shall take precedence and prevail.

All responsive Proposers shall submit a complete proposal by submitting all information required within this RFP. Failure to submit a complete proposal may result in the City rejecting that incomplete proposal as non-responsive.

The proposal documents shall be submitted in its entirety, in a properly identified and sealed envelope to the Lauderdale City Administrator's office. Proposals must be received before the deadline for submitting proposals - late proposals may not be considered.

1.7 Examination of RFP Documents

Before submitting a proposal, all Proposers shall carefully examine the specifications in this RFP and shall fully inform themselves as to all definitions, specifications and limitations of the Contract scope of services.

The Proposers shall indicate in their proposals on the required proposal forms their proposed prices to cover the costs of all services included in this RFP.

Proposers must certify that they agree and accept all requirements within this RFP including the Service Agreement.

1.8 Restricted Communication

The Cities intend to provide equal and consistent communications to all prospective Proposers throughout this RFP process. Therefore, it is critical that all communications about this RFP after its release and up through final execution of the new contract be restricted to go through the Cities' designated contact person:

Jim Bownik, City of Lauderdale

1.9 Proposals Held Confidential

Immediately after the deadline for proposals to be submitted, only the company names of Proposers submitting Proposals will be made public consistent with the Minnesota Government Data Practices Act (M.S. 13.591, subd. 3(b)). All proposal documents shall be held as confidential until a final Contract is fully executed.

If a Proposer wants the City to consider a portion of its proposal as confidential (e.g., trade secret or proprietary data) pursuant to the Minnesota Government Data Practices Act, these sections of their proposal must be submitted within a separate envelope and cover letter explaining the reason for the request. The City will review any such request and make a final judgment on whether these sections shall be held by the City as confidential per the Minnesota Government Data Practices Act. Requesting that all or substantially the entire proposal be deemed confidential may result in the proposal being considered non-responsive by the City.

1.10 Preparation and Submission of Proposals

Proposals shall be legibly prepared. Proposals shall be legally signed and the complete address of the Proposer given thereon.

Four (4) hard copies of each proposal must be delivered to the City at:

Bulky Wastes Recycling Collection
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

All copies must be submitted in sealed envelopes and plainly marked with the project name: "Proposal for Bulky Wastes Collection and Recycling or Disposal Services".

The City offices will maintain confidentiality of the contents.

1.11 Pre-Proposal Meeting

A pre-proposal meeting is scheduled for April 17, 2013; 9:30 a.m. in the Lauderdale City Hall. Attendance at the pre-proposal meeting is not required but is strongly encouraged to help Proposers familiarize themselves with the scope and magnitude of the Contract and to discuss any omissions or pending corrections in the specifications. Proposers are also encouraged to get clarification from City staff at this pre-proposal meeting for unclear items. No communication will be engaged in, nor will additional questions be answered, after the pre-proposal meeting.

1.12 Minimum Qualifications of Responsive Proposers

Proposals will only be considered and reviewed from companies that are engaged in providing solid waste and recycling services comparable to those described in this RFP packet. Proposers should be able to be licensed for commercial hauling in Falcon Heights and Lauderdale. A minimum of three (3) references of current customers is required, at least one (1) of which should be a city or township where the Proposer currently operates a solid waste collection, recycling and/processing business.

1.13 Contract Period/Renewals

The term of the Contract shall be for a period of time to be determined, but operations will not begin until June 1, 2013 and the initial contract period is anticipated to be one year.

The City may opt to renew this contract for up to two (2), one-year periods under similar terms, conditions and price schedules as the initial Contract at the sole discretion of either or both cities.

1.14 Proposal Evaluation Criteria

The Cities will determine, in their sole discretion, considering various factors such as (without limitation) those set forth below, which Proposer shall be awarded the Contract.

The following criteria will be used to evaluate proposals:

- ◆ Price schedules (Estimated total costs over the project period.)
- ◆ Experience and capacity (Demonstrated capability.)
- ◆ References
- ◆ Thoroughness and responsiveness to this RFP (Demonstrated understanding of the City's needs, goals, objectives and service specifications and quality standards.)
- ◆ Overall environmental benefits (Specific operations proposed, recycling opportunities to be used, and overall company approach and philosophy to environmental protection and natural resource conservation.)

No one, single criterion will be determinative of the best proposal, and the foregoing list is not exhaustive. All responsive proposals will be reviewed and compared with competing proposals in order for the Cities to determine, in their sole discretion, which proposal is in the best interests of the public.

1.15 Amendments to the Scope of Services

The Cities may, at their own discretion, add services to or delete services from the scope of work described in this RFP packet. The Cities will notify prospective Proposers of any such amendments by issuing an addendum to this RFP. Prospective Proposers that attend the pre-proposal meeting (see Section 1.11, "Pre-Proposal Meeting", above) will be automatically notified of any such RFP addenda.

1.16 Contract Negotiations

City staff may negotiate with the top ranked Proposer as authorized by Cities for purposes of finalizing a Contract based on this RFP. If negotiations with the top-ranked Proposer are not successful, the City staff may then initiate negotiations with second ranked Proposer, and so on. The City reserves the right to negotiate specific work elements with a Proposer into a Contract.

1.17 Cost of Proposal Preparation and Negotiation

Proposers shall participate in this RFP procurement process at their own expense, including (but not limited to) preparation of the required proposal materials. Also, Proposers shall not make any claims whatsoever for reimbursement from City for the cost, expenses, or damages that may be associated with this process. The City accepts no liability for costs and expenses incurred by the Proposer in connection with this RFP, subsequent interviews, negotiations, and Contract execution. The City reserves the right to terminate these RFP procurement proceedings at any time.

1.18 Proposals May be Rejected in Whole or Part

The City retains all of its rights throughout this RFP and contracting process. This includes, but is not limited to, the right to:

- ◆ Reject any or all proposals.
- ◆ Reject all proposals and issue a revised, new RFP.
- ◆ Reject parts of proposals.
- ◆ Negotiate modifications of proposals submitted for purposes of finalizing and executing a Contract.
- ◆ Accept part or all of the proposals on the basis of consideration(s) other than cost or proposed rates.
- ◆ Negotiate with Proposers to obtain best and final offers.
- ◆ Terminate these RFP procurement proceedings at any time.

1.19 Proposers May Team with Other Companies

Proposers may subcontract with other companies. This is allowed as needed, but all such primary contractor/subcontractor relationships must be explicitly described in each proposal. If

one (1) or more subcontractors are proposed, the subcontractor must be explicitly included in the proposal when it is submitted to City. Any change in subcontractors after the proposal submission date must be approved by the City. If a company chooses to submit a Team proposal with another company, they may not respond to this RFP individually.

If a Team is awarded the Contract, there must be a single, prime Contractor identified as the point of contact for the Cities. It shall be the responsibility of the prime Contractor to assure that its subcontractor(s) complies with all Contract requirements of cities and any and all applicable laws, rules and guidelines. The Cities have no oversight responsibility, liability or obligation directly to any subcontractor.

2. SCOPE OF SERVICES

This section of the RFP summarizes the scope of services.

2.1 Bulky Wastes Collection, Recycling and Disposal

It is anticipated that Bulky Wastes collection will occur one day per week; that day is expected to be Wednesday but that day and remaining days in this description may change at the sole discretion of the Cities. Residents must contact the City by 12:00 (noon) on Monday to verify eligibility and schedule the pickup. The contractor will be notified of the addresses, bulky wastes and number of items by Tuesday, at 12:00 p.m. (noon). The cities may, in their sole discretion, cancel pickup for that week by notification to the Hauler by 12:00pm. (noon) on Tuesday. It is anticipated that no fewer than five pickups per pickup day will be provided to the hauler; if fewer than five pickups are requested between the two cities in any given week the requests for pickup are anticipated to be scheduled in the following week.

Bulky waste collection, recycling or processing and disposal requirements include (but are not limited to):

- ◆ Collection of bulky waste items, as directed by the City of Falcon Heights or the City of Lauderdale
- ◆ Recycling of the items, if possible; processing and disposal of the items, if not recyclable. Pursuant to Minnesota State Statutes and County ordinance and policies, the Contractor must arrange for delivery of all refuse or non-recyclable items collected under this Contract to be delivered to a mixed MSW resource recovery facility.
- ◆ The City's intent in this RFP is to maximize the amount of recycling and other recovery of bulky items and other problem materials. Proposers shall summarize how they will accomplish this goal and how their actual performance will be reported
- ◆ This RFP requires recycling and disposal costs to be explicitly itemized separate from collection fees.
- ◆ The Contract for Services will include provision for liquidated damages to be paid by the Hauler for missed or skipped pickups.
- ◆ The Contract for Services will include a form to be completed each week by the Hauler, listing the pickup addresses, the bulky items picked up, where each item was recycled and/or where each item, or partial item, was disposed of.

- ◆ Each proposer shall be appropriately licensed for the processing of appliances and bulky wastes containing hazardous or problem materials, and shall include copies of current site and personnel licenses with the proposal.

2.2 Proposed Price Elements

All proposers shall submit a complete Price Worksheet (Attachment C). If the Proposer is awarded the Contract, this Price Worksheet will be the basis for negotiation of the final terms of the City-approved rate schedule.

The Price Worksheet requires proposers to itemize rates for collection, recycling and disposal costs.

3. INSURANCE AND OTHER LEGAL REQUIREMENTS

All insurance and other legal requirements are contained within (Attachment B).

3.1 Anti-Discrimination

The Contract to be awarded will require the Contractor to agree:

1. That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates;

2. That no Contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause one (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color;

3. That a violation of this section is a misdemeanor; and

4. That this Contract may be canceled or terminated by the city, and all money due, or to become due, under the Contract may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

3.2 Certificate of Non-Barred Proposing

The undersigned firm certifies that it is not barred from proposing on this contract as a result of a conviction for the violation of State laws prohibiting "proposal" rigging or "proposal" rotting.

3.3 Data Practices Act

The Contract to be awarded will be subject to the Minnesota Government Data Practices Act and will include the following provision:

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

3.4 Record Keeping / Audits

The Contract to be awarded will be subject to record keeping and audit requirements and will include the following provision:

Pursuant to Minnesota Statutes § 16C.05, Subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of the Contractor, that are relevant to the contract or transaction, are subject to examination by the contracting agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six (6) years. Contractor shall maintain such records for a minimum of six (6) years after final payment.

4. PROPOSAL CONTENT

4.1 Qualifications Section

All Proposers must submit a Qualifications Section within their proposals. The Qualifications Section must include information in the following three areas:

- ◆ General management ability;
- ◆ Financial stability and strength; and
- ◆ Bulky waste collection and recycling experience.

Unless directly related to the response and referenced in the text, sales brochures shall not be submitted.

All submissions will become the property of Cities and will not be returned. The Cities, in their sole discretion, may reject any and all responses and/or issue subsequent requests for qualifications and proposals.

This RFP requires Proposers to document their planned arrangements for such refuse processing, either through a transfer station or direct to a mixed MSW resource recovery facility. Proposals must include written certification that adequate processing capacity has been secured with current 2013 and forecasted 2014 tipping fees explicitly listed.

The Qualifications Section of each proposal must include the following subsections:

4.1.1 General Management

Proposers will be evaluated on the basis of their demonstrated overall management and experience

Other management evaluation criteria will include, but will not be limited to the following factors:

- ◆ Demonstrated successful working relationships with municipalities and/or public solid waste agencies;
- ◆ Number of similar collection projects within the greater Twin Cities metropolitan area;

4.1.2 Bulky Wastes Collection Experience

Proposers will be evaluated on the basis of their demonstrated experience in the collection of bulky waste. Proposers are encouraged to submit references for existing residential collection services, especially under contract to municipalities, to demonstrate their experience and success.

The City may give particular attention to the performance data provided for these reference projects.

4.2 Overview of Services

The Proposer shall describe services proposed in response to this RFP. This Overview shall provide sufficient information to demonstrate the Proposer's clear understanding of the services requested by the City through this RFP.

4.3 Price Proposals

All of the proposers proposed prices shall be submitted on Attachment C – Price Worksheet. This form shall be executed by the authorized official to bind the company.

5. PROPOSAL FORMS

Responsive proposers must submit all of the following forms as an integral part of their proposals:

- ◆ Proposal Cover Letter
- ◆ Attachment B, Certification of Insurance
- ◆ Attachment C, Price Proposal

All forms must be completed and submitted for the proposal to be deemed responsive.

All forms must be executed by an official authorized to bind the Proposer, and must be submitted as part of the proposal.

Cities of Falcon Heights and Lauderdale • RFP
Bulk Waste Collection and Recycling or Disposal Services

ATTACHMENT A:

DRAFT SERVICE AGREEMENT

Will draft contract template?

**ATTACHMENT B:
Insurance**

6. Insurance.

The selected contractor shall provide a certificate of public liability insurance in the amounts specified in this section. The Cities of Falcon Heights and Lauderdale shall be named as "additional insured." Such insurance policy shall be subject to the approval of the cities. The contractor must also provide a comprehensive general policy of liability insurance with minimum coverages as stated. At a minimum, the insurance shall conform to the following requirements:

(a) General liability in the following amounts:

(1) Bodily injury, per occurrence, or combined single limit, \$1,500,000.00.

(2) Property damage, \$500,000.00.

(b) Auto liability in the following amounts:

(1) Property damage or combined single limit, \$500,000.00.

(2) Bodily injury in the following amounts:

a) Per person, \$1,000,000.00.

b) Per occurrence, \$5,000,000.00.

(c) Workers Compensation Insurance as specified by the Minnesota Department of Occupational Health and Safety and federal law.

In submitting this proposal, I certify that if selected for the Bulky Waste Collection and Recycling or Disposal Services Contract, I will comply with the above Insurance requirements.

Date

ATTACHMENT C: Price Worksheet

Collection Cost: Per item when 6 or more stops per day _____
Per item when 5 or fewer stops per day _____

Recycling Cost:
Items with fifty percent (50%) metal or more, less than fifty (50) pounds (E.g. aluminum lawn furniture, lawn mower, dehumidifier, etc.): \$ _____ / item

Fifty percent (50%) metal or more, more than fifty (50) pounds (e.g. stove, refrigerator, snow blower, hide-a-bed, etc.): \$ _____ / item

Less than fifty percent (50%) metal, less than fifty (50) pounds (e.g. ottoman, wooden chair, etc.): \$ _____ / item


Less than percent (50%) metal, more than fifty (50) pounds (e.g. sofa, mattress, wooden picnic table, etc.): \$ _____ / item

Electronic recyclables (e.g. computer, computer monitor, keyboard, VCR, television, etc.): \$ _____ / item

Disposal Cost:

Per item (with per ton basis)

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	April 9, 2013	ITEM NUMBER	Croteau Memorial Bench
STAFF INITIAL		APPROVED BY ADMINISTRATOR	

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Croteau family contacted me again this spring regarding a memorial bench for Mary Toot-Croteau. They selected a bench they would like to donate. Information on the style of bench they selected follows along with the proof for what the memorial inscription will look like.

I met with Mary's daughter Kate at the park a couple of weeks ago. We looked at possible locations for the bench. We thought a spot facing the basketball courts (on the west side) would be nice. They are open to suggestions on the color. The other new benches in the playground area are dark green, if the Council would like to carry the color through the park. The family will order the bench after receiving the go-ahead from the City Council. It should arrive in about eight weeks. Public works staff will prepare a concrete pad to install the bench on.

At the last meeting, the Council mentioned using Day in the Park to honor Mary and dedicate the bench. We can work out those details in a couple of months.

OPTIONS:

Decide whether to accept the donation of the bench (and decide on color).

STAFF RECOMMENDATION:

Motion to adopt Resolution 040913A— A Resolution Accepting a Memorial Bench from the Family of Mary Toot-Croteau.

COUNCIL ACTION:

RESOLUTION 040913A

CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

A RESOLUTION ACCEPTING A MEMORIAL BENCH
FROM THE FAMILY OF MARY TOOT-CROTEAU

WHEREAS, the City of Lauderdale is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens; and

WHEREAS, Mary Toot-Croteau was an active Lauderdale resident and Chair of the Park and Community Involvement Committee; and

WHEREAS, sadly Mary died on January 30, 2005; and

WHEREAS, Mary's family would like to donate a memorial bench for Lauderdale Community Park to honor their mother and her love of the Park.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Lauderdale, does hereby accept the donation of the memorial bench and directs staff to work with the family on its installation.

Adopted by the City Council of the City of Lauderdale this 9th day of April, 2013.

Approved:

Jeff Dains, Mayor

Attested:

Heather Butkowski, City Administrator



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- About Us
- News/Events
- Coordinates
- Benches
- Receptacles
- Tables
- Planters
- Ash Urns
- Custom Plaques
- Custom Fabrications
- Bike Racks
- Gris
- Bollards
- Railings & Fencing
- Sponsor A Bench
- Maintenance
- Find-A-Rep
- Literature
- Catalog Request
- Warranty
- Specifications
- Dealer Login

Options

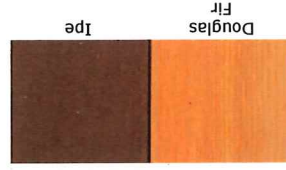


Blasted to White Metal
Zinc Rich Primer
Polyester P.C.

Coating Method
DuMor recognizes the importance of a high quality finish of our site furnishings. That's why we offer a state-of-the-art polyester powder finish on all metal components. Three key elements are essential to achieving an attractive, durable finish: proper surface preparation, proper application of the powder, and proper curing.

All metal components offered by DuMor are: 1) Blasted to white metal, 2) Processed through a 5-stage wash system, 3) Coated with Zinc-rich primer, 4) Finished with a top coat of TGIC-polyester powder, and 5) Cured for approximately 20 minutes.

Unlike many of our competitors, DuMor doesn't just have a fancy name for our powder finish—we DuMor has selected the highest grade woods available for use on our products. "C" & Better Douglas Fir and Ipe wood are offered as standard wood options. Requirements for other wood species not offered are available upon special request and quoted on a per-job basis.



Wood Species
As a natural product of our environment, wood will weather when placed outdoors. Signs of weathering include splitting, checking, and changing color. These are not covered by DuMor's warranty.

Due to variations in natural wood grains, photos shown here may not reflect actual product. Please contact your local DuMor representative for color and wood grain samples.



Almond
Green
Blue
White
Hunter Green

Deep Red
Carlsbad
Argento
Bronze
Black

Recycle Green
Charcoal
Recycle Red
Sudan
Heritage Brown

Recycle Blue
Recycle Rust
Textured Grey

Textured Charcoal



Recycle Green
Charcoal
Recycle Red

Carlsbad
Argento
Bronze

Deep Red
Carlsbad
Argento

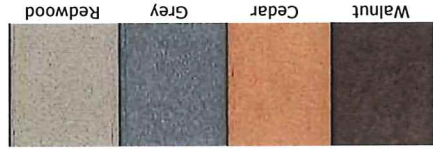
Recycle Green
Charcoal
Recycle Red

Recycle Blue
Recycle Rust
Textured Grey

Textured Charcoal

Color Options
Most DuMor products are available in your choice of several color options in a durable baked-on polyester powder finish. Additional colors are available at an extra cost—consult your local DuMor representative.

Recycled Plastic
The high-density polyethylene raw material utilized in our recycled plastic furnishings is derived from post-consumer bottle waste resulting in a product that is more than 90% recycled.



Support Options
Certain site conditions may dictate the use of different supports. Throughout this catalog we have listed the

P.O. Box 142 Mifflintown, PA 17059-0142
DUMOR, inc.



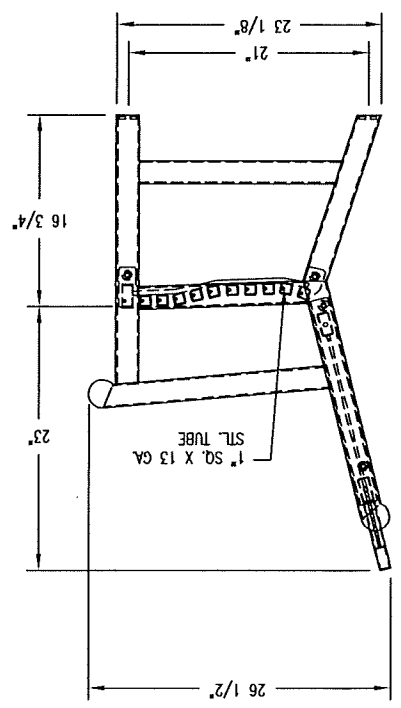
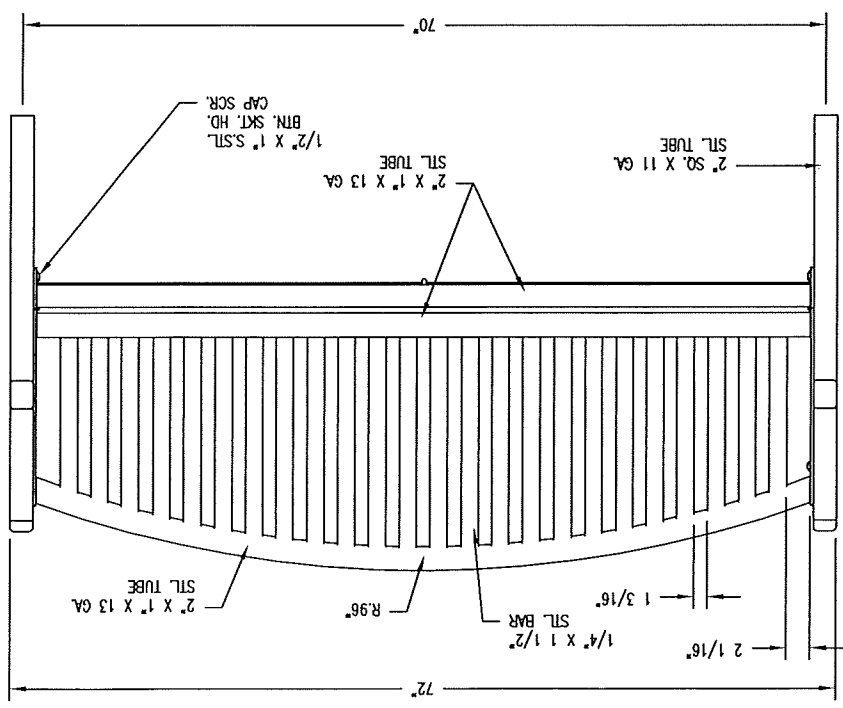
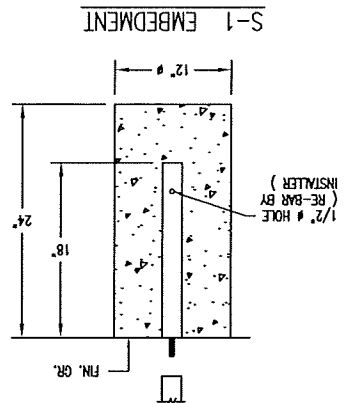
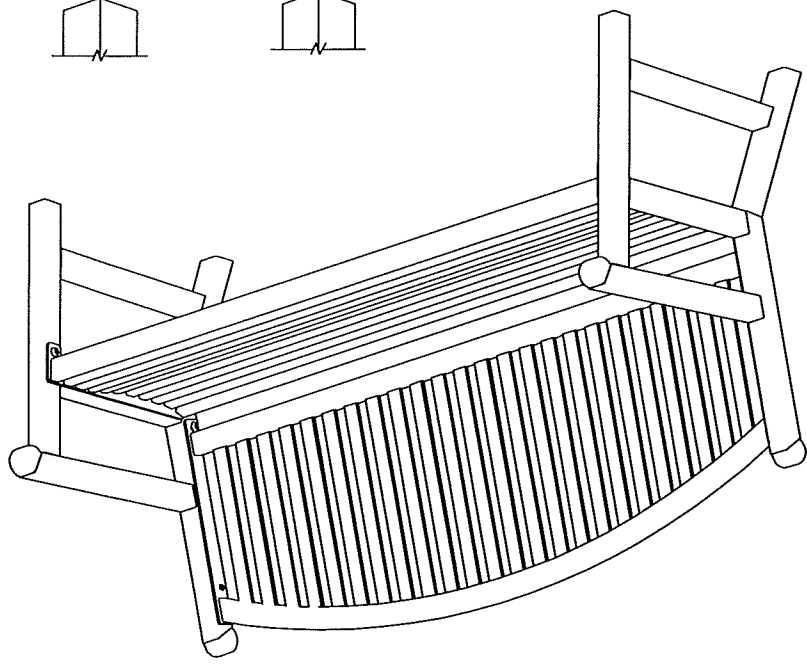
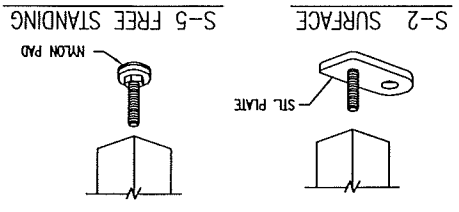
SCALE : NONE
 DATE DRAWN : 9/10/97
 DRAWN BY : AH
 DATE REV. : 12/11/98
 REV. BY : JSB

TITLE :
 REV. C

DRAWING NUMBER 118-60
 SHEET 1 OF 2

BENCH

- NOTES:
- 1.) ALL STL. MEMBERS COATED W/ ZINC RICH EPOXY THEN FINISHED W/ POLYESTER POWDER COATING.
 - 2.) ALL WELDS CONT. THEN GROUND SMOOTH.
 - 3.) BENCH SHIPPED UNASSEMBLED.
 - 4.) 1/2" X 3 3/4" EXPANSION ANCHOR BOLTS PROVIDED FOR S-2 OPTION.



DUMOR, inc.
 P.O. Box 142 Millintown, PA 17059-0142

SCALE : NONE
 DATE DRAWN : 9/10/97
 DRAWN BY : AH
 DATE REV. : 12/11/98
 REV. BY : JSB

REV. C
 DRAWING NUMBER 118-60
 SHEET 2 OF 2

BENCH ASSEMBLY

ITEM	QTY	PART NO	DESCRIPTION
1	1	0-118-60-01	6' ALL STL. BACK ASSEMBLY
2	1	0-94-00L-01	STL. LEFT END SUPPORT
3	1	0-94-00R-01	STL. RIGHT END SUPPORT
4	1	0-94-60-04	6' ALL STL. SEAT ASSEMBLY
5	8	1-12-056	1/2" X 1" SS BTN SKT HD CAP SCR

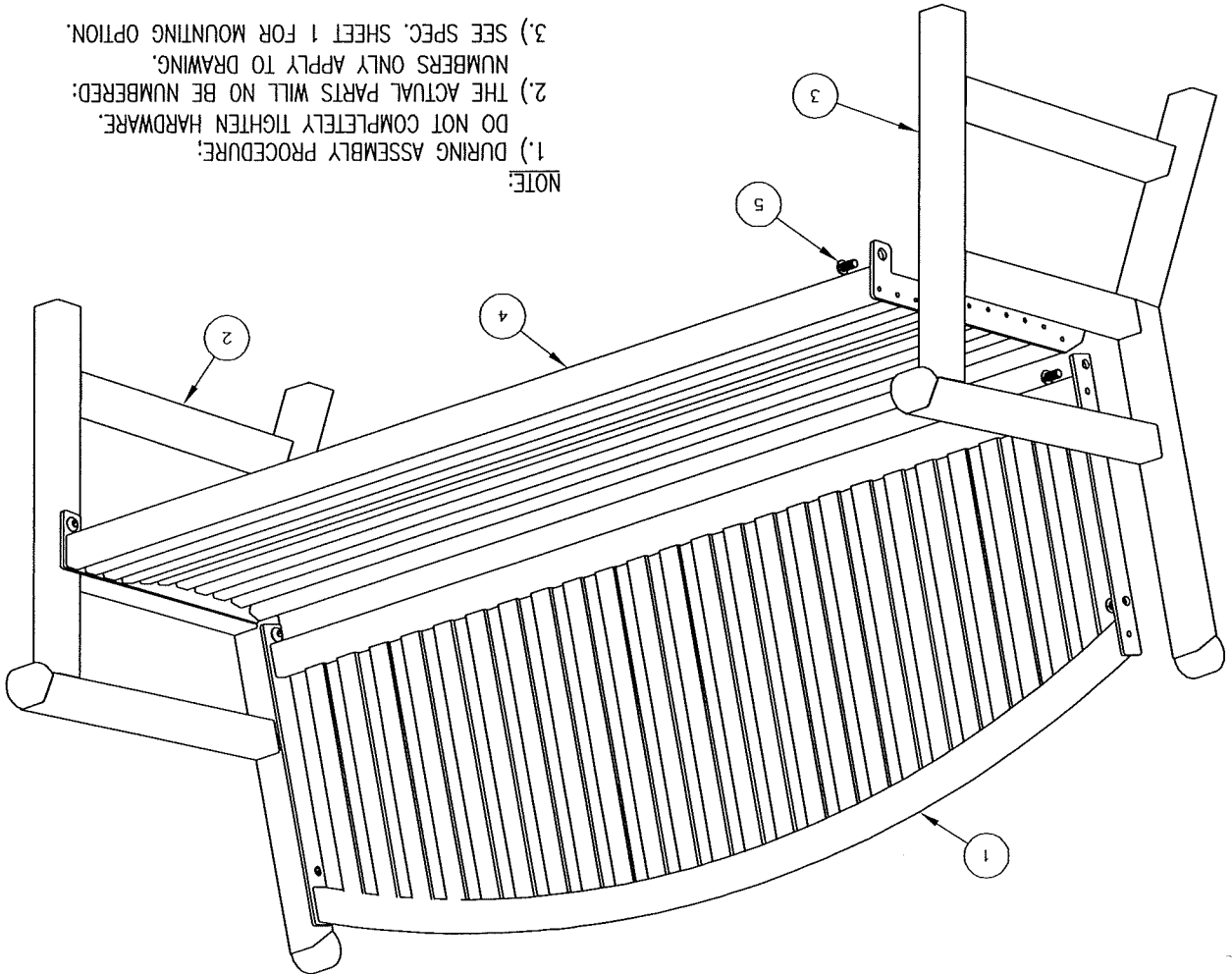
STEP 1:
 USE 1 - PC. 6' ALL STL. SEAT ASSEMBLY (4)
 1 - PC. ALL STL. LEFT END SUPPORT (2)
 1 - PC. ALL STL. RIGHT END SUPPORT (3)
 4 - PCS. 1/2" X 1" SS. BTN. SKT. HD. CAP SCR. (5)
 ATTACH ALL STL. LEFT SUPPORT (2) & ALL STL. RIGHT SUPPORT (3) TO 6' ALL STL. SEAT ASSEMBLY (4) USING HARDWARE (5). TIGHTEN TO SNUG FIT.

STEP 2:
 USE 1 - PC. 6' ALL STL. BACK ASSEMBLY (1)
 4 - PCS. 1/2" X 1" SS. BTN. SKT. HD. CAP SCR. (5)
 ATTACH 6' ALL STL. BACK ASSEMBLY (1) TO STEP 1 ASSEMBLY USING HARDWARE (5). TIGHTEN TO SNUG FIT.

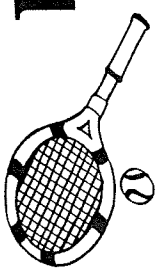
STEP 3:
 UPON COMPLETION OF BENCH ASSEMBLY SQUARE ALL COMPONENTS THEN TIGHTEN ALL HARDWARE.

STEP 4:
 ANCHOR ACCORDING TO SUPPORT OPTION USED.

NOTE:
 1.) DURING ASSEMBLY PROCEDURE:
 DO NOT COMPLETELY TIGHTEN HARDWARE.
 2.) THE ACTUAL PARTS WILL NO BE NUMBERED:
 NUMBERS ONLY APPLY TO DRAWING.
 3.) SEE SPEC. SHEET 1 FOR MOUNTING OPTION.



In Loving Memory of Mary Toot-Croteau



- APPROVED
- APPROVED AS NOTED
- REJECTED

BY DATE _____

INTERNAL USE ONLY
PLQ ORDERED:
SO/REP:
ITEM:
QTY:
EST:

2" X 10" PLAQUE

PLAQUE NOT TO SCALE



PLAQUE-014413-04

2/22/12



Flagship Recreation LLC
 5607 Cedar Lake Rd South
 St. Louis Park, MN 55416
 763.550.7860 : info@flagshipplay.com

Bill To

Ship To

LAUDERDALE

Date

3/12/2013

Quote #

13041

Project

Drawing #

Terms

Prepared By

KIM

We are pleased to submit the proposal to supply the following items:

Qty	Item	Description	Mount	Stat Color	PC Color	Price	Total
-----	------	-------------	-------	------------	----------	-------	-------

1	118-60	6' ARCH BACK GARDEN BENCH	SURFACE PLATE			1,465.00	1,465.00T
1	PLAQUE	2" X 10" PLAQUE ASSEMBLY AND SURFACE MOUNT TO EXISTING SLAB				300.00	300.00T
1	INSTALLA...	DELIVERY...				150.00	150.00T
1	DELIVERY...	DELIVERY...				224.00	224.00T

Signature below accepting this proposal will constitute a purchase order only on approval upon Flagship Recreation, LLC. Customer receipt of an order acknowledgement constitutes such approval.

Signature

Please remit payment to:
 Flagship Recreation LLC
 5607 Cedar Lake Rd.
 St. Louis Park, MN 55416

Purchase Order # (if applicable)

Prices are good until 12/31/13

\$2,139.00	Subtotal
\$147.06	Sales Tax (6.875%)
\$2,286.06	Total

Quote

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	April 9, 2013
ITEM NUMBER	BCA JPA
STAFF INITIAL	<i>KB</i>
APPROVED BY ADMINISTRATOR	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Bureau of Criminal Apprehension (BCA) asked the City to enter into a joint powers agreement (JPA) with them which will allow the police department and the prosecuting attorney to access criminal data in their work for the City. Subsequently, the City received an amendment for eCharging.

By adopting the attached resolution, the police officers and Katrina will be able to continue doing their jobs. It also gives the Mayor and city administrator authorization to sign the agreements.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 040913B— A Resolution Approving State of Minnesota Joint Powers Agreements with the City of Lauderdale on Behalf of its City Attorney and Police Department.

COUNCIL ACTION:

CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS
AGREEMENTS WITH THE CITY OF LAUDERDALE ON BEHALF OF ITS
CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of Lauderdale on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Lauderdale, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Lauderdale on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.
2. That the Police Chief John Ohl, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
3. That the Prosecuting Attorney, Katrina Joseph, or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
4. That Jeffrey Dains, the Mayor for the City of Lauderdale, and Heather Butkowski, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements and any subsequent amendments.

CITY OF LAUDERDALE)
COUNTY OF RAMSEY)
STATE OF MINNESOTA)

ss

I, Heather Butkowski, being duly qualified and City Administrator for the City of Lauderdale, Ramsey County, Minnesota, do hereby certify that the attached and foregoing is a true and

correct copy of a Resolution duly adopted by the City Council of the City of Lauderdale on Tuesday, April 9, 2013, as the same appears in the minutes of said meeting on file and of record in City Offices.

ADOPTED by the City Council of Lauderdale this 9th day of April, 2013.

APPROVED:

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Clerk-Administrator

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
CRIMINAL JUSTICE AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Lauderdale on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in such agreements as are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit criminal justice agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit criminal justice agencies in performing their duties. Agency wants to access these data in support of its criminal justice duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 *Effective date:* This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 *Expiration date:* This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA will provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

occur.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to

transaction record meets FBI-CJIS requirements.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's must be a method of identifying which individual users at the Agency conducted a particular transaction.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function needs to be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

Agreement.

within 30 days of the change. This clause does not apply to changes in systems or tools provided under this whether required by law or this Agreement, the party will send the new information to the other party in writing

2.10 Requirement to update information. The parties agree that if there is a change to any of the information

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

obligations and for which Agency is eligible.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice

specific system or tool.

complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is

2.6 Access granted.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>.

www.dps.state.mn.us/cjdn/

updated from time to time, are incorporated into this Agreement by reference. The policies are available at compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, training, use of the system, and validation. Agency has created its own policies to

If an Agency accesses and maintains data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety, Agency must have a transaction record of all access to the data that are maintained. The transaction record must include the individual user who requested access, and the date, time and content of the transaction record. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

3 Payment
The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives
The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.
The Agency's Authorized Representative is Heather Burkowski, City Administrator, 1891 Walnut Street, Lauderdale, MN 55113, (651) 792-7650, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete
5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.
5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, or their successors in office.
5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability
Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits
7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the Rules of Public Access for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal law, state law, and policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 *Termination.* The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 *Termination for Insufficient Funding.* Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

The parties indicate their agreement and authority to execute this Agreement by signing below.

**3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____ (PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

1. STATE ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required
by Minn. Stat. §§ 16A.15 and 16C.05.*

Name: _____ (PRINTED)

Signed: _____

Date: _____

GMS Contract No. A- _____

2. AGENCY

Name: _____ (PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

Name: _____ (PRINTED)

Signed: _____

Title: _____

(with delegated authority)

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and City of Lauderdale on behalf of its Prosecuting Attorney ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 37102, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution of the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Amendment. Any party may terminate this Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. "Authorized Court Data Services" means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA.

b. "Court Data Services" means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. "Court Records" means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. "Court Case Information" means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. "Court Confidential Case Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. "Court Confidential Security and Activation Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. "Court Confidential Information" means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. "DCA" shall mean the district courts of the state of Minnesota and their respective staff.

e. "Policies & Notices" means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber's use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

4. **SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Service previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of a Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

3. **REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

i. **"Subscriber Records"** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

h. **"Subscriber"** shall mean the Agency.

g. **"Court"** shall mean the State of Minnesota, State Court Administrator's Office.

f. **"Rules of Public Access"** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

6. **APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

d. That, without limiting section 1 of this Agreement, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

5. **GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which is known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if

Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M-0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

2. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

15. WARRANTY DISCLAIMERS.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Amendment as provided in section 1 hereof.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Amendment for the current fiscal year, if applicable.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

20. SEVERABILITY. Every provision of this subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or herunder shall be deemed to have been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____ (PRINTED)
 Signed: _____
 Title: _____ (with delegated authority)
 Date: _____

4. COMMISSIONER OF ADMINISTRATION

By: _____
 Date: _____
 Authority granted to Bureau of Criminal Apprehension

Name: _____ (PRINTED)
 Signed: _____
 Title: _____ (with authorized authority)
 Date: _____

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____ (PRINTED)
 Signed: _____
 Date: _____
 SWIFT Contract No. _____

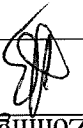
Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____ (PRINTED)
 Signed: _____
 Title: _____ (with delegated authority)
 Date: _____

Name: _____ (PRINTED)
 Signed: _____

Title: _____ (with delegated authority)
 Date: _____

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	April 9, 2013	
ITEM NUMBER	Zoning Ordinance—PUD	
STAFF INITIAL		
APPROVED BY ADMINISTRATOR		

Action Requested	_____
Consent	_____
Public Hearing	_____
Discussion	_____X_____
Action	_____
Resolution	_____
Work Session	_____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council began the zoning ordinance update process a few years ago. The revisions stopped due to the City of Minnetonka lawsuit that called city zoning authority into question. The goal is still to complete the revisions, time permitting.

When Councilors met with Croix Oil a couple of months ago, the idea of treating their redevelopment project as a planned unit development (PUD) was discussed. According to the current ordinance, their parcel isn't big enough to qualify. As staff continue to work with them on their project, we see merit in treating their project as a PUD. There are outcomes the City would like to see come out of the project (like better access for garbage trucks) that are better negotiated through a more thorough review of their entire site than through the variance process.

Attached is a draft revised PUD ordinance that would replace the one currently in code. As the City is fully developed, this draft PUD ordinance is geared towards complexities associated with infill development.

OPTIONS:

Discuss the proposed ordinance and provide staff feedback. If the Council is comfortable with the ordinance, it can be adopted at the next meeting.

STAFF RECOMMENDATION:

COUNCIL ACTION:

CITY OF LAUDERDALE

ORDINANCE NO. XX-XX

An Ordinance Repealing Title 10, Chapter 7 of the Lauderdale City Code and Replacing with the Following Chapter Regarding Planned Unit Developments.

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

- SECTION 1. The Lauderdale City Code is amended by repealing Title 10, Chapter 7, in its entirety.
- SECTION 2. The Lauderdale City Code is amended by inserting the new Title 10, Chapter 7 as follows:

**CHAPTER 7
PLANNED UNIT DEVELOPMENT**

SECTION:

- 10-7-1: General Provisions
- 10-7-2: Purpose
- 10-7-3: Allowed Uses
- 10-7-4: General Standards for Approval
- 10-7-5: Coordination with Subdivision Regulations
- 10-7-6: Procedure for Processing a Planned Unit Development
- 10-7-7: Concept Sketch Plan Review
- 10-7-8: General Development Plan
- 10-7-9: General Development Plan Submittals
- 10-7-10: Final Development Plan
- 10-7-11: Execution of Final Development Plan
- 10-7-12: Conveyance and Maintenance of Common Open Space
- 10-7-13: Review and Amendments
- 10-7-14: Inspections during Development

10-7-1: General Provisions:

A. A planned unit development (PUD) is a zoning district, which may include single or mixed uses, one or more lots or parcels, intended to create a more flexible, creative, and efficient approach to the use of land and subject to the procedures, standards, and regulations contained in this title. The provisions of the planned unit development shall prevail over conflicting requirements listed elsewhere within this Title (Zoning) or in Title 11 (Subdivisions) of this Code.

10-7-2: Purpose. The purposes of this article are:

A. To encourage a more creative and efficient development of land and its improvements and amenities than is possible under the more restrictive application of conventional zoning requirements. This section may allow modifications such as non-standard lot sizes; private driveways; reduced rights-of-way, street widths, and parking spaces; housing types; zero lot lines; alternative screening; and building setbacks. These changes shall meet the standards and purposes of the comprehensive plan while preserving the health, safety, and welfare of the citizens of the city.

B. To allow for the potential mixture of uses in an integrated and well planned area when such mixing of land uses could not otherwise be accomplished under this title.

C. To ensure concentration of open space into more usable areas, and a preservation of the natural resources of the site.

D. To protect natural features in private, common, and public open space.

E. To facilitate the economical provision of streets and public utilities.

F. To facilitate mixed use developments, and/or affordable housing.

G. To address complexities of infill development.

10-7-3: Allowed Uses:

A. Uses within the PUD may include only those uses generally considered associated with the general land use category shown for the area on the official comprehensive land use plan unless otherwise approved in the development plan. Specific allowed uses and performance standards for each PUD shall be delineated in an ordinance and development plan. The PUD development plan shall identify all of the proposed land uses and those uses shall become permitted uses with the acceptance of the development plan. Any change in the list of uses presented in the development plan will be considered an amendment to the PUD and will follow the procedures specified in section 10-14-2 of this title.

10-7-4: General Standards for Approval:

A. A rezoning will be required for all planned unit developments. The rezoning will be applied as an overlay to the underlying zoning district and reflected as such on the official zoning

map. The city may approve the planned unit development only if it finds that the development satisfies all of the following standards:

1. The planned unit development is consistent with the comprehensive plan of the city.
2. The planned unit development is an effective and unified treatment of the development possibilities on the project site.
3. The development plan will not have a detrimental effect upon the neighborhood in which it is proposed to be located.

4. The planned unit development provides transitions in land use in keeping with the character of adjacent land uses.
5. The proposal better adapts itself to the physical and aesthetic setting of the site and with the surrounding land uses than could be developed using strict standards and land uses allowed within the underlying zoning district.
6. The proposal would benefit the area surrounding the project to a greater degree than development allowed within the underlying zoning district(s).

7. The proposal would achieve higher quality of development than would otherwise occur in the underlying zoning district.

8. The PUD will not create an excessive burden on parks, schools, streets, or other facilities and utilities that serve or are proposed to serve the PUD.

10-7-5: Coordination with Subdivision Regulations: Subdivision review under the subdivision regulations shall be carried out simultaneously with the review of the PUD, if required by the City. The plans required under this chapter shall be submitted in a form which will satisfy the requirements of the subdivision ordinance for the preliminary and final plat.

10-7-6: Procedure for Processing a Planned Unit Development (PUD): All PUD applications shall follow the procedural requirements set forth in this Subsection. Prior to issuance of any permits for development within a PUD the following must occur:

A. A concept sketch plan review shall be completed pursuant to Subsection 10-7-7. This review provides helpful insight and preliminary review comments by the City Council.

- B. A General Development Plan application and preliminary plat, if required, shall be submitted according to the procedures outlined in 10-7-8 and 10-7-9 and subject to review and approval by the City Council.
- C. A Final Development Plan application and final plat, if required, shall be submitted according to the procedures outlined in 10-7-10 and subject to review and approval by the City Council.
- 10-7-7: Concept Sketch Plan Review: The purpose of the concept stage is to inform the City of the applicant's intentions and to inform the applicant as to the general acceptability of the proposal before extensive costs are expended by the applicant. The approval is non-binding, on the part of both the applicant and the City. Any approval or denial shall in no way bind the City to subsequent action on more detailed plans.
- A. The applicant shall provide a general plan and statement of the concept explaining the land use proposed, density, public and private parks and open space, natural resources or other benefits for the public, and tentative staging or schedule.
- B. The zoning administrator shall submit a written review along with the applicant's plans to the City Council for their consideration.
- C. The City Council shall provide notice to adjacent neighbors and take public comment during a meeting of the City Council from all interested parties.
- D. The City Council will take action on the concept sketch plan review. Approval of the concept sketch plan review shall be limited to the general acceptability of the land uses proposed and their interrelationship. The action shall in no way bind the City Council to subsequent action on more detailed plans.
- 10-7-8: General Development Plan: In addition to criteria and standards set forth in Subdivision 10-14-2 of this chapter for granting of a rezoning, the following additional findings shall be made before the approval of a General Development Plan.
 - A. An applicant shall make an application for a planned unit development following the procedural steps as set forth in Subdivision 10-14-2 of this chapter.
 - B. The proposed PUD is in conformance with the comprehensive plan.
 - C. The uses proposed will not have an undue or adverse impact on the reasonable enjoyment of neighboring property or will not be detrimental to potential surrounding uses.

D. Each phase of the proposed development, as it is proposed to be completed, is of sufficient size, composition, and arrangement that its construction, marketing, and operation are feasible as a complete unit, and that provision and construction of dwelling units and common open space are balanced and coordinated.

E. The PUD will not create an excessive burden on parks, schools, streets, and other public facilities and utilities, which serve or are proposed, to serve the area.

F. The proposed total development is designed in such a manner as to form a desirable and unified environment within its own boundaries.

10-7-9. General Development Plan Submittals: The following exhibits and written narratives shall be submitted to the City by the proposed developer as a part of the application for a General Development Plan PUD unless otherwise instructed by the City:

A. An explanation of the character of the planned development and why it is necessary. The explanation should include any benefits to the public that would not be possible without the planned development.

B. A list of the present ownership of all the land included within the planned development and a list of property owners within feet of the outer boundaries of the property.

C. A general indication of the expected schedule of development including progressive phasing and time schedule.

D. A map giving the legal description of the property including total acreage and also indicating existing property lines and dimensions, ownership of all parcels, platting, easements, street right-of-ways, utilities, and buildings for the property. The City may also require this information for the area beyond the parameters of the PUD area.

E. A map showing the elevations of the property and area 200 feet beyond showing contour lines at no more than two-foot intervals and drainage patterns. The City may also require natural features maps showing wetlands, vegetation, soil, and subsoil conditions.

F. A general landscaping plan including identification of mature vegetation on the site and a proposal to preserve vegetation worth of protection.

G. A map indicating proposed land uses and corresponding areas including housing units, total densities and types, area devoted to nonresidential uses, area devoted and number of off-

- street parking and loading spaces and related access, and common and private parks and open space uses.
- H. Circulation maps including vehicular and pedestrian movement throughout the site, relationship to the City thoroughfare plan and the adjoining land, if determined by the City to be necessary.
- I. Full description as to how all necessary governmental services will be provided to the development including sanitary sewers, storm sewers, water systems, streets and other public utilities.
- J. An engineering report presenting results of percolation tests and soil analysis of the site, if determined by the City to be necessary.
- K. Any additional information requested by the city staff and City Council that may be required for clarification of the proposed project.
- L. 10 paper copies and one electronic copy of all required information shall be submitted.
- M. The applicant shall also submit a preliminary plat, if required, and all the necessary documentation as required under Subd. -- of all or that portion of the project to be platted. For purposes of administrative simplification, the public hearings required for the PUD and preliminary plat may be combined into one hearing or may be held concurrently.
- N. Care and Maintenance of Public Space and Service Facilities: When the proposed PUD includes provisions for public or common open space or service facilities, a statement describing the provision that is to be made for the care and maintenance of such open space or service facilities.
- O. Restrictive Covenants: Any restrictive covenants that are to be recorded with respect to property included in the proposed PUD.
- 10-7-10: Final Development Plan: After approval of the general development plan and preliminary plat, if required, the applicant may apply for final development plan approval for all or a portion of the PUD. The applicant shall submit the following material for review by the City Council:
 - A. The final development plan with recommended modifications, if any, and if necessary, information required in the general development plan plus any changes recommended by the City Council as a result of the public hearing.

B. The applicant shall also submit a final plat, if required, according to the requirements in Section --for all or that portion to be platted. Such plats may be submitted in smaller increments as may be economical to finance or construct at one time.

C. The final general development plan shall be submitted with the final plat, if required, which shall conform to the approved general development plan and approved preliminary plat. This plan shall include any recommended changes by the City Council to the original general development plan and original preliminary plat.

D. The City Council shall review and act on the final development plan and final plat.

10-7-11: Execution of Final Development Plan: Upon approval of the final development plan, the following items shall occur:

A. The final development plan and all supporting documents will be filed with the PUD agreement and together they will form the conditions of approval.

B. If the final plat is not recorded with Ramsey County and the development contract is not fully executed with all required bonds posted within twelve (12) months of the date of the final plat and development contract were approved by the City Council, then the PUD shall become null and void.

1. At any time within 30 days before such deadline, the applicant may file with the zoning administrator a written request that the deadline be extended one year beyond the date the extension is granted.

2. The zoning administrator shall place the applicant's request on the agenda of a regularly scheduled council meeting to be held within 45 days of such filing.

3. The City Council at its discretion may grant the extension, for not more than one year, for, when good cause shown, such extension is necessary.

4. Only one such extension may be made.

5. In any case where final development plan approval expires, the council may forthwith adopt a resolution repealing the general development plan approval and the final development plan approval for that portion of the PUD.

C. Building Permits. Building permits shall not be issued for any structures and land alterations shall not be made until the following conditions are met:

C. Standards for common or open space. No open area may be approved as common open space under the provisions of this article unless it meets the following standards:

- 5. Specific listing of items owned in common including such items as drives, recreation facilities, parking, common open space grounds, and utilities.
- 4. Approximate monthly or yearly association fees for homeowners.
- 3. Time at which the developer turns the association over to the homeowners.
- 2. Articles of incorporation and bylaws.
- 1. Ownership and membership requirements.

which explain:

B. If a homeowners association is created, the applicant shall submit any required homeowner association documents at the time of the final plat to the city attorney and city staff

A. All land shown on the final development plan as common open space must be conveyed to the homeowners association or similar organization provided in an indenture establishing an association or similar organization for the maintenance of the planned development. The common open space must be conveyed to the homeowners association or similar organization subject to covenants to be reviewed by the city attorney which restrict the common open space to the uses specified on the final development plan, and which provide for the maintenance of the common open space in a manner which assures its continuing use for its intended purpose, which provisions may not be amended or deleted without the prior written approval of the City.

10-7-12. Conveyance and Maintenance of Common Open Space.

- 4. The final plat has been approved by the City and recorded with Ramsey County.
- 3. The Homeowners Association by-laws, covenants and deed restrictions have been reviewed by the City Attorney and officially recorded.
- 2. A development contract has been approved, executed, and recorded by all required parties with all required bonds posted.
- 1. Public open space has been deeded to the City and officially recorded.

1. The location, shape, size, and character of the common open space must be suitable for the planned development.
 2. Common open space must be used for amenity or recreational purposes. The uses authorized for the common open space must be appropriate to the scale and character of the planned development, considering its size, density, expected population, topography, and the number and type of dwellings or other buildings to be provided.
 3. Common open space must be suitably improved for its intended use but common space containing natural features worthy of preservation may be left unimproved. The buildings, structures and improvements which are permitted in the common open space must be appropriate to the uses which are authorized for the common open space and must conserve and enhance the amenities of the common open space having regard to its topography and unimproved condition.
 4. Lots to be dedicated for park, ponding or other purposes shall be dedeed to the city before the final plat is released for recording.
- 10-7-13: Review and Amendments:
- A. From time to time the zoning administrator may review PUDs within the city and may make a report to the city council on the status of noncompliance for a particular PUD. If the zoning administrator finds that the development has not commenced within one year after the original approval of rezoning for the PUD, the zoning administrator may recommend that the city council extend the time or revoke the PUD approval as set forth in Subdivision 10-14-2 of this chapter. Prior to cancellation or revocation of this permit, the city council shall hold a public hearing at which time all interested parties will be given an opportunity to be heard.
 - B. For additional phases of the PUD, if within five years the project has not progressed, the zoning administrator may recommend that the city council determine what action will be taken with the remainder of the project. Prior to determining the outcome of the PUD, the city council shall hold a public hearing at which time all interested parties will be given an opportunity to be heard.
 - C. Minor changes in the location, placement, and heights of the buildings or structures may be authorized by the zoning administrator or building official if required by engineering or other circumstances not foreseen at the time the final plan was approved.
 - D. Approval of the city council shall be required for other changes such as rearrangement of lots, blocks and building tracts. These changes shall be consistent with the purpose and intent of the approved final development plan.

E. Any amendment to the PUD shall require the same procedures as for the application for a PUD as set forth in this chapter.

10-7-14: Inspections during Development:

A. Following approval of a PUD, or a stage thereof, the zoning administrator shall, at least annually until the completion of development, review all permits issued and construction undertaken and compare actual development with the approved development schedule.

B. If the zoning administrator finds that development fails in any respect to comply with the PUD plans as finally approved, he/she shall notify the City Council. Within 45 days of such notice, the council shall either by resolution revoke the PUD permit, and the land shall thereafter be governed by the regulations applicable in the district in which it is located, or shall take such steps as it shall deem necessary to compel compliance with the final development plan as approved, or shall require the landowner or applicant to seek an amendment of the development stage plan.

SECTION 3: EFFECTIVE DATE.

This ordinance shall be effective upon its adoption and publication.

Adopted by the City Council of the City of Lauderdale this XXth day of April, 2013.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review this XXth day of April, 2013.

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	April 9, 2013	ITEM NUMBER	Street Sweeping Quotes
STAFF INITIAL	HB	APPROVED BY, ADMINISTRATOR	

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff solicited quotes from four companies for street sweeping services to take place in the spring and fall. I also asked them to provide the cost for additional sweepings should it be something the Council is interested in. Quotes were returned by Mike McPhillips and Dakota Sweeping. They are attached for your review.

This is the first time Dakota Sweeping provided a quote. I talked to the owner a couple of times to make sure he understood the scope of the work. Obviously, his quote is significantly less than Mike McPhillips.

The City also enters into a service agreement with the selected contractor. The Council can add that to the motion so the item doesn't need to be brought back for further authorization.

OPTIONS:

The Council has the option of choosing either company. Staff recommends trying Dakota Sweeping. If they don't do a good job, the City doesn't have to use them in the future.

STAFF RECOMMENDATION:

Motion to approve _____ to perform the 2013 spring and fall street sweeping at a cost not to exceed _____ and directs staff to enter into the attached service agreement with them.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113

Phone: 651.792.7650 Fax: 651.631.2066

February 21, 2013

The City of Lauderdale is requesting quotations for the following work:

- In the spring, street sweeping of all city streets, alleys, and city-owned parking lots.
- In the fall, street sweeping of all city streets, alleys, and city-owned parking lots. Additionally, the fall sweeping will include two county roads: Eustis Street from Roselawn Avenue to Larpentur Avenue and Roselawn Avenue from the TH280 sound wall to Fulham Street.
- This is approximately 5 miles of streets.
- Spring sweeping to be completed on or before May 2, 2013. Fall sweeping to be completed on or before October 17, 2013. The dates may be changed if mutually agreeable.

PROCEDURE

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

CITY TO PROVIDE

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

CONTRACTOR TO PROVIDE

1. Hydrants for water are available. Contractor must make arrangement with St. Paul Regional Water (they own the local water utility).
2. Affidavit of insurance – prior to start date.
3. Agree to the terms of the City's Service Agreement.

Quotes must be received at City Hall by 4:30 p.m. Wednesday, March 20, 2013. The City reserves the right to accept or reject any quotation for any reason.

Company Name: Mike McPhillips, Inc. Company Contact: Mike Edge

Address: 825 Concord Street North

City: South St. Paul State: MN Zip: 55075

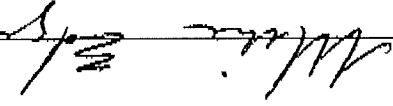
Phone: 651-451-4030 Fax: 651-451-4015 Email: miked@mcp1111psinc.com

Type of Sweeper and Dump Truck Used: Elgin Sweepers/Peterbilt Dump Trucks

Total not to exceed (including labor): \$ 5,075.00

Cost per additional sweeping, if requested: \$ Sweeper \$87.00 Per Hour Dump Truck \$77.00 Per Hour

Cost to sweep all city streets = \$2,500.00

Signature:  Date: 3/20/2013

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.

REMOVED 3/20/13

City of Lauderdale

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Phone: 651.792.7650 Fax: 651.631.2066

February 21, 2013

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Company Name Dakota Sweeping Company Contact Peter Laberge

Address 2909 Townview Ave. NE

City St. Anthony State MN Zip 55418

Phone 952 886 8911 Fax 952 886 4632 Email peter@dakotasweeps.com

Type of Sweeper and Dump Truck Used Egin, Melican + Striving Dump
Egin Broom Bear as needed

Total not to exceed (including labor): \$ 1,390 Spans = \$2,680

Cost per additional sweeping, if requested: \$ 1,290 Spans + following 1,190

Signature: [Signature] Date: 3/20/13
or negotiated @ 120/HR

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.

Contract between the City of Lauderdale and _____.

This contract (the "Agreement") is made and entered into this _____ day of _____, 2013, between the City of Lauderdale, Minnesota (the "City"), and _____, (the "Contractor"), (collectively, the "Parties").

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

- In the spring, sweep all city streets, alleys, and city-owned parking lots.
- In the fall, sweep all city streets, alleys, and city-owned parking lots. Additionally, the fall sweeping will include two county roads: Eustis Street from Roselawn Avenue to Larpenneur Avenue and Roselawn Avenue from the TH280 sound wall to Fulham Street.
- This is approximately five miles of streets.
- Spring sweeping to be completed on or before May 2, 2013. Fall sweeping to be completed on or before October 17, 2013. The dates may be changed if mutually agreeable.
- All sweepings must be hauled away by the contractor at contractor's expense.
- The first day of work must be a Tuesday, Wednesday, or Thursday. No street sweeping may be done on Monday.

2. Compensation. The City agrees to pay the Contractor the quoted amount which is not to exceed \$_____.00. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

3. Term. This agreement is applicable for spring and fall street sweepings in 2013.

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

5. Insurance Requirements.

- A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.
- B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit. The City shall be named as an additional insured.

- C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.
- D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

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

7. General Provisions.

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

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

City of Lauderdale, Minnesota

By: _____

Its Mayor

And: _____

Its Clerk/City Administrator

Contractor

By: _____