

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:30 P.M. TUESDAY, FEBRUARY 27, 2018**  
**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 February 13, 2018 City Council Meeting
  - c. Claims Totaling \$45,219.84
4. **CONSENT**
  - a. January Financial Report
  - b. Tobacco License for 2421 Larpenteur Avenue – Resolution No. 022718A
  - c. 2018 Garbage Hauler License
  - d. 2018-2020 GIS Joint Powers Agreement
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. City Council Updates
7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEM**
  - a. Rental Housing Ordinance Revisions
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
  - a. Rental Housing Ordinance Revisions
  - b. Calling for the Sale of Bonds to Purchase 1795 Eustis Street
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, 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.

- b. Eustis Street and Roselawn Avenue Jurisdictional Change Update
- c. Community Development Update

### 13. **ADJOURNMENT**

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

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February 13, 2018

**Roll Call**

Mayor Gaasch called the Regular City Council meeting to order at 7:30 p.m.

Councilors present: Jeff Dains, Kelly Dolphin, Andi Moffatt, Roxanne Grove, and Mayor Mary Gaasch.

Councilors absent: None.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator; and Miles Cline, Deputy City Clerk.

**Approvals**

Mayor Gaasch asked if there were any additions to the meeting agenda. Councilor Moffatt asked to add a social gathering with other council members to the agenda. There being nothing else, Councilor Grove moved and seconded by Councilor Moffatt to approve the agenda as amended. Motion carried unanimously.

Mayor Gaasch asked if there were any changes to the meeting minutes. There being none, Councilor Dains moved and seconded by Councilor Grove to approve the minutes of the January 23, 2018, City Council Meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Moffatt moved and seconded by Councilor Dains to approve the claims totaling \$110,791.93. Motion carried unanimously.

**Consent**

Councilor Dains moved and seconded by Councilor Grove to approve the Consent Agenda thereby approving the Recreation Agreement with the City of Falcon Heights, 3.2 Malt Liquor License for SuperUSA – Resolution 021318A, and Tobacco License for SuperUSA – Resolution 021318B. Motion carried unanimously.

**Special Order of Business/Recognitions/Proclamations**

A. Alecia Jendro, League of Minnesota Cities Mayor for a Day Essay Contest Winner  
Lauderdale resident Alecia Jendro approached the dais to read her winning Mayor for a Day essay to the Council. Upon completion, the Council congratulated Alecia on her efforts and thanked her for her contribution to the meeting.

**Informational Presentations/Reports**

A. City Council Updates

Councilor Moffatt shared that she attended the Metropolitan Council's 50<sup>th</sup> anniversary event, Councilor Dains added that he attended his final North Suburban Cable Commission meeting;

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Lauderdale City Hall  
1891 Walnut Street  
Lauderdale, MN 55113

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Councilor Dolphin replaced him as Lauderdale's representative. Finally, Mayor Gaasch shared that she marched with other mayors in the Torchlight Parade as part of the Saint Paul Winter Carnival festivities.

**Discussion/Action Items**

**A. 2018 Sanitary Sewer Lining Project**

When the city streets were reconstructed between 2000 and 2003, sewer sections that were in good shape were left intact. Those sections of clay pipe are now twenty years older and in need of rehabilitation. The cost to line the pipe is estimated at \$100,000. A grant from the Metropolitan Council will off-set some of the costs. Projects over \$100,000 must follow the public bidding laws.

Kellie Schlegel of Stantec approached the dais to discuss the proposed project. She prepared an outline of the process and timeframe for lining approximately 3,500 feet of sanitary sewer pipes scattered throughout the northern party of the City where testing showed high levels of inflow and infiltration. She asked the Council to consider approving the order of plans and specifications so that Stantec can begin working on the project.

Councilor Moffatt made a motion directing the city engineer to prepare plans and specifications for the 2018 sanitary sewer lining project. This was seconded by Councilor Dains and carried unanimously.

**Set Agenda for Next Meeting**

Administrator Butkowski stated that the next council meeting may include Rental Housing Ordinance revisions and the January Financial Report.

**Work Session**

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

Mayor Gaasch opened the floor to anyone in attendance that wanted to address the Council at 7:43 p.m. There being no interested parties to speak, Mayor Gaasch closed the floor at 7:44 p.m.

**B. Jurisdictional Change for Roselawn Avenue and Eustis Street**

Administrator Butkowski stated that since the last meeting staff and the city engineer met with St. Paul Regional Water staff to determine their contribution to the project and cost estimates were updated by the city engineer. Kellie Schlegel approached the dais to field questions from the Council in relation to the project.

The City's financial advisors at Ehlers looked at options for financing the portion of the project not covered by the County's contribution. The models showed bond payback over ten and fifteen years and the difference in the debt levy required for each model. The Council expressed



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concern over the percentage of levy increase required to fund the debt levy and asked staff to determine the additional contribution by the County needed to bring down the debt levy and possibly finance the project internally through loans from the City's enterprise funds.

**C. Service Station Insurance Claim**

AutoOwners determined the cost to repair the building at \$38,009.70 and offered the City \$23,926.53 to make repairs. The deduction of 37% was based on their opinion that they should pay for the replacement cost versus the repair cost. Staff will continue to work on the claim.

**D. Community Development Update**

Butkowski informed the Council that staff are beginning to work with Ramsey County on census preparation, both SuperUSA and Lauderdale BP have new owners, and the Comprehensive Plan Open House is scheduled for March 14.

**Additional Items**

Councilor Moffatt discussed the Council arranging a time to meet socially. After discussion, the Council decided to meet at Insight Brewing on March 2, 2018. The get-together will start at 5:30 p.m. and be held at 2821 Hennepin Avenue in Minneapolis.

**Adjournment**

Councilor Dains moved and seconded by Councilor Grove to adjourn the meeting at 8:30 p.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline  
Deputy City Clerk



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

### **Request for Council Action**

**To:** Mayor and City Council  
**From:** City Administrator  
**Meeting Date:** February 27, 2018  
**Subject:** List of Claims

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The claims totaling \$45,219.84 are provided for City Council review and approval that includes check numbers 25732 to 25748.

# Accounts Payable

## Checks by Date - Detail by Check Date

User: miles.cline  
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	02/23/2018	
		PR Batch 50400.02.2018 PERA Coordinated	PR Batch 50400.02.2018 PER	963.49
		PR Batch 50400.02.2018 PERA Coordinated	PR Batch 50400.02.2018 PER	1,111.71
Total for this ACH Check for Vendor 43:				2,075.20
ACH	44	Minnesota Department of Revenue	02/23/2018	
		PR Batch 50400.02.2018 State Income Tax	PR Batch 50400.02.2018 Stat	685.22
Total for this ACH Check for Vendor 44:				685.22
ACH	45	ICMA Retirement Corporation	02/23/2018	
		PR Batch 50400.02.2018 Deferred Comp	PR Batch 50400.02.2018 Defi	1,351.27
		PR Batch 50400.02.2018 Deferred Comp	PR Batch 50400.02.2018 Defi	939.37
Total for this ACH Check for Vendor 45:				2,290.64
ACH	46	Internal Revenue Service	02/23/2018	
		PR Batch 50400.02.2018 FICA Employee Portio	PR Batch 50400.02.2018 FIC.	1,199.50
		PR Batch 50400.02.2018 Medicare Employer Po	PR Batch 50400.02.2018 Mec	280.57
		PR Batch 50400.02.2018 Federal Income Tax	PR Batch 50400.02.2018 Fed	889.69
		PR Batch 50400.02.2018 FICA Employer Portio	PR Batch 50400.02.2018 FIC.	1,199.50
		PR Batch 50400.02.2018 Medicare Employee Pc	PR Batch 50400.02.2018 Mec	280.57
Total for this ACH Check for Vendor 46:				3,849.83
25732	20	Abdo Eick & Meyers LLP	02/23/2018	
	394615	2017 Audit		1,650.00
	394615	2017 Audit		1,650.00
	394615	2017 Audit		7,700.00
	394958	Audit Preparation		600.00
	394958	Audit Preparation		2,800.00
	394958	Audit Preparation		600.00
Total for Check Number 25732:				15,000.00
25733	34	AFSCME MN Council 5	02/23/2018	
		PR Batch 50400.02.2018 Union Dues	PR Batch 50400.02.2018 Unio	200.08
Total for Check Number 25733:				200.08
25734	65	Allstream Inc.	02/23/2018	
	15176624	Fax Line		51.55
Total for Check Number 25734:				51.55
25735	15	Be There Pest Control LLC	02/23/2018	
	52990	Quarterly Pest Control		100.00
Total for Check Number 25735:				100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
25736	36 0224123 0224167	City of Roseville January Phone Services Laserfiche Software	02/23/2018	82.43 623.66
Total for Check Number 25736:				706.09
25737	2 IN00027087	City of St Paul Bi-annual street lighting electricity	02/23/2018	15.00
Total for Check Number 25737:				15.00
25738	58 11567	City of White Bear Lake Ramsey County GIS Fees	02/23/2018	39.58
Total for Check Number 25738:				39.58
25739	25  RISK-001907	County of Ramsey PR Batch 50400.02.2018 Long Term Disability PR Batch 50400.02.2018 Short Term Disability PR Batch 50400.02.2018 Life Insurance Insurance Processing Fee	02/23/2018 PR Batch 50400.02.2018 Lon PR Batch 50400.02.2018 Sho PR Batch 50400.02.2018 Life	100.11 68.44 314.08 25.00
Total for Check Number 25739:				507.63
25740	38 475794 475794 475794	Croix Oil Company Inc. January Fuel January Fuel January Fuel	02/23/2018	51.93 242.33 51.92
Total for Check Number 25740:				346.18
25741	60 2277524-01 2277524-01	G & K Services Inc January Uniforms January Uniforms	02/23/2018	57.49 57.48
Total for Check Number 25741:				114.97
25742	31 141518 141518 141518	Kennedy & Graven Chartered TIF District 1-2 January Legal Services Patsy's Prospect Hill	02/23/2018	7,262.50 1,026.99 3,162.00
Total for Check Number 25742:				11,451.49
25743	14 176367	Rapit Printing Inc Window Envelopes With Logo	02/23/2018	155.94
Total for Check Number 25743:				155.94
25744	108 2018	Suburban Rate Authority 2018 Membership Assessment	02/23/2018	443.00
Total for Check Number 25744:				443.00
25745	162 585 586	Swanson Haskamp Consulting, LLC TIF Development District Comprehensive Plan Pay 8	02/23/2018	375.00 3,448.75
Total for Check Number 25745:				3,823.75
25746	4 17451	The Neighborhood Recycling Company Inc January Revenue Sharing	02/23/2018	-84.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	17451	January Recycling Contract		2,396.16
Total for Check Number 25746:				2,311.38
25747	7 7820438-0500-4	Waste Management Inc City Hall Refuse	02/23/2018	197.49
Total for Check Number 25747:				197.49
25748	74	Xcel Energy	02/23/2018	
	579303047	Street Lighting January		434.44
	579505760	1885 Fulham Street		132.13
	579505760	1917 Walnut Street		27.57
	579505760	1917 Walnut Street		172.30
	579505760	1885 Fulham Street		88.38
Total for Check Number 25748:				854.82
Total for 2/23/2018:				45,219.84
Report Total (21 checks):				45,219.84

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent              X    
Public Hearing                
Discussion                   
Action                        
Resolution                   
Work Session              

Meeting Date            February 27, 2018

ITEM NUMBER            January Financial Report

STAFF INITIAL            AB

APPROVED BY ADMINISTRATOR

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

Every month I provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for January 2018. These numbers reflect post audit balances.

**OPTIONS:**

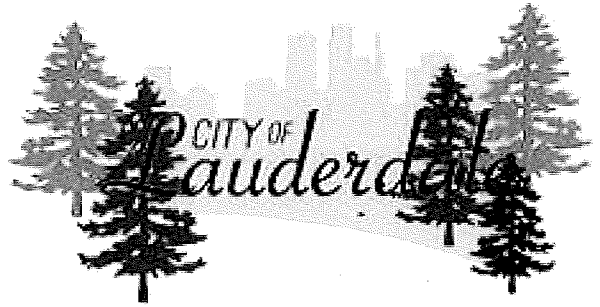
**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council acknowledges the city's financial report for January 2018.

**COUNCIL ACTION:**

# General Ledger

## Cash Balances



User: heather.butkowski  
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 Period 01 - 01  
 Fiscal Year 2018

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,413,833.72	35,937.63	124,278.11	-2,502,174.20
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	9,561.65	5,342.27	1,563.14	13,340.78
Cash	227-00000-000-10100	105,811.70	808.86	4,386.63	102,233.93
Cash	401-00000-000-10100	97,907.53	62.92	0.00	97,970.45
Cash	403-00000-000-10100	452,869.85	355.15	13,761.30	439,463.70
Cash	404-00000-000-10100	268,775.54	172.72	0.00	268,948.26
Cash	405-00000-000-10100	25,837.80	20.62	0.00	25,858.42
Cash	414-00000-000-10100	298,642.62	392.04	0.00	299,034.66
Cash	602-00000-000-10100	1,028,843.80	5,085.34	28,668.39	1,005,260.75
Cash	603-00000-000-10100	358,651.11	13,749.65	5,742.22	366,658.54
<b>Current Assets</b>		<b>233,167.88</b>	<b>61,927.20</b>	<b>178,399.79</b>	<b>116,695.29</b>
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
<b>Petty Cash</b>		<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>
Investments - Fair Value Adj	101-00000-000-10410	3,188,923.70	6,441.03	0.00	3,195,364.73
<b>Investments</b>		<b>3,188,923.70</b>	<b>6,441.03</b>	<b>0.00</b>	<b>3,195,364.73</b>
<b>Grand Total</b>		<b><u>3,422,391.58</u></b>	<b><u>68,368.23</u></b>	<b><u>178,399.79</u></b>	<b><u>3,312,360.02</u></b>

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
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 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend	Collect
101	<b>General Fund</b>						
	Revenue						
	Taxes	765,514.00	0.00	0.00	765,514.00	0.00	0.00
	Licenses and Permits	30,850.00	9,881.00	9,881.00	20,969.00	32.03	32.03
	Intergovernmental Revenues	540,760.00	0.00	0.00	540,760.00	0.00	0.00
	Charges for Services	12,300.00	1,362.50	1,362.50	10,937.50	11.08	11.08
	Fines and Forfeits	30,000.00	0.00	0.00	30,000.00	0.00	0.00
	Miscellaneous Revenue	8,500.00	5,541.27	5,541.27	2,958.73	65.19	65.19
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>1,387,924.00</b>	<b>16,784.77</b>	<b>16,784.77</b>	<b>1,371,139.23</b>		<b>1.21</b>
	<b>Expense</b>						
	Personal Services	385,550.00	36,447.77	36,447.77	349,102.23	9.45	9.45
	Supplies	19,800.00	381.95	381.95	19,418.05	1.93	1.93
	Other Services and Charges	934,574.00	64,154.20	64,154.20	870,419.80	6.86	6.86
	Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00
	Other Uses	48,000.00	0.00	0.00	48,000.00	0.00	0.00
	<b>Expense</b>	<b>1,387,924.00</b>	<b>100,983.92</b>	<b>100,983.92</b>	<b>1,286,940.08</b>		<b>7.28</b>
101	<b>General Fund</b>	<b>0.00</b>	<b>-84,199.15</b>	<b>-84,199.15</b>	<b>84,199.15</b>		<b>0.00</b>



# General Ledger

## Revenue vs Expense

User: heather.butkowski  
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 Period 01 - 01  
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	<b>Communications</b>					
	<b>Revenue</b>					
	Taxes	20,000.00	0.00	0.00	20,000.00	0.00
	Miscellaneous Revenue	<u>40.00</u>	<u>8.57</u>	<u>8.57</u>	<u>31.43</u>	<u>21.43</u>
	<b>Revenue</b>	<b>20,040.00</b>	<b>8.57</b>	<b>8.57</b>	<b>20,031.43</b>	<b>0.04</b>
	<b>Expense</b>					
	Personal Services	8,467.00	780.21	780.21	7,686.79	9.21
	Supplies	600.00	600.00	600.00	0.00	100.00
	Other Services and Charges	3,200.00	0.00	0.00	3,200.00	0.00
	Capital Outlay	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>17,267.00</b>	<b>1,380.21</b>	<b>1,380.21</b>	<b>15,886.79</b>	<b>7.99</b>
226	<b>Communications</b>	<b>2,773.00</b>	<b>-1,371.64</b>	<b>-1,371.64</b>	<b>4,144.64</b>	<b>-49.46</b>

# General Ledger Revenue vs Expense



User: heather.butkowski  
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 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	5,832.00	0.00	0.00	5,832.00	0.00
	Miscellaneous Revenue	<u>41,460.00</u>	<u>65.65</u>	<u>65.65</u>	<u>41,394.35</u>	<u>0.16</u>
	<b>Revenue</b>	<b>47,292.00</b>	<b>65.65</b>	<b>65.65</b>	<b>47,226.35</b>	<b>0.14</b>
	Expense					
	Personal Services	22,090.00	2,047.83	2,047.83	20,042.17	9.27
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	31,000.00	0.00	0.00	31,000.00	0.00
	Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>53,090.00</b>	<b>2,047.83</b>	<b>2,047.83</b>	<b>51,042.17</b>	<b>3.86</b>
227	Recycling	-5,798.00	-1,982.18	-1,982.18	-3,815.82	34.19

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
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 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	<b>General Capital Projects</b>					
	<b>Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	500.00	62.92	62.92	437.08	12.58
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>500.00</b>	<b>62.92</b>	<b>62.92</b>	<b>437.08</b>	<b>12.58</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>
401	<b>General Capital Projects</b>	<b>-9,500.00</b>	<b>62.92</b>	<b>62.92</b>	<b>-9,562.92</b>	<b>-0.66</b>

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	6,000.00	282.22	282.22	5,717.78	4.70
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>6,000.00</b>	<b>282.22</b>	<b>282.22</b>	<b>5,717.78</b>	<b>4.70</b>
	Expense					
	Capital Outlay	40,000.00	6,376.30	6,376.30	33,623.70	15.94
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>40,000.00</b>	<b>6,376.30</b>	<b>6,376.30</b>	<b>33,623.70</b>	<b>15.94</b>
403	Street Capital Projects	-34,000.00	-6,094.08	-6,094.08	-27,905.92	17.92

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Miscellaneous Revenue	3,000.00	172.72	172.72	2,827.28	5.76
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	3,000.00	172.72	172.72	2,827.28	5.76
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	25,000.00	0.00	0.00	25,000.00	0.00
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	25,000.00	0.00	0.00	25,000.00	0.00
404	Park Capital Projects	-22,000.00	172.72	172.72	-22,172.72	-0.79

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment					
	Revenue	0.00	20.62	20.62	-20.62	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	Revenue	0.00	20.62	20.62	-20.62	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
405	Rosehill Tax Increment	0.00	20.62	20.62	-20.62	0.00

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	1,000.00	392.04	392.04	607.96	39.20
	Other Financing Sources	<u>38,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,000.00</u>	<u>0.00</u>
	Revenue	<b>39,000.00</b>	<b>392.04</b>	<b>392.04</b>	<b>38,607.96</b>	<b>1.01</b>
	Expense					
	Other Services and Charges	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	<b>10,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>10,000.00</b>	<b>0.00</b>
414	Development	29,000.00	392.04	392.04	28,607.96	1.35

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
415	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00



# General Ledger

## Revenue vs Expense

User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
416	TIF District No. 1-2	0.00	0.00	0.00	0.00	0.00

# General Ledger

## Revenue vs Expense

User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	272,301.00	2,221.65	2,221.65	270,079.35	0.82
	Miscellaneous Revenue	10,000.00	646.93	646.93	9,353.07	6.47
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>282,301.00</b>	<b>2,868.58</b>	<b>2,868.58</b>	<b>279,432.42</b>	<b>1.02</b>
	Expense					
	Personal Services	68,643.00	6,106.30	6,106.30	62,536.70	8.90
	Supplies	800.00	0.00	0.00	800.00	0.00
	Other Services and Charges	196,858.00	20,256.20	20,256.20	176,601.80	10.29
	Capital Outlay	100,000.00	0.00	0.00	100,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>366,301.00</b>	<b>26,362.50</b>	<b>26,362.50</b>	<b>339,938.50</b>	<b>7.20</b>
602	Sanitary Sewer	-84,000.00	-23,493.92	-23,493.92	-60,506.08	27.97

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	100,075.00	2,610.23	2,610.23	97,464.77	2.61
	Miscellaneous Revenue	4,500.00	234.10	234.10	4,265.90	5.20
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>104,575.00</b>	<b>2,844.33</b>	<b>2,844.33</b>	<b>101,730.67</b>	<b>2.72</b>
	Expense					
	Personal Services	59,425.00	5,253.10	5,253.10	54,171.90	8.84
	Supplies	700.00	0.00	0.00	700.00	0.00
	Other Services and Charges	16,950.00	-10,505.32	-10,505.32	27,455.32	-61.98
	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>87,075.00</b>	<b>-5,252.22</b>	<b>-5,252.22</b>	<b>92,327.22</b>	<b>-6.03</b>
603	Storm Water	17,500.00	8,096.55	8,096.55	9,403.45	46.27

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

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

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 2/15/2018 2:43:19 PM  
 Period 01 - 01  
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		1,890,632.00	23,502.42	23,502.42	1,867,129.58	0.0124
Expense Total		1,996,657.00	131,898.54	131,898.54	1,864,758.46	0.0661
Grand Total		-106,025.00	-108,396.12	-108,396.12	2,371.12	1.0224

**LAUDERDALE COUNCIL  
ACTION FORM**

<b>Action Requested</b>	
Consent	<u>  X  </u>
Public Hearing	<u>          </u>
Discussion	<u>          </u>
Action	<u>          </u>
Resolution	<u>  X  </u>
Work Session	<u>          </u>

Meeting Date	February 27, 2018
ITEM NUMBER	<u>2018 Tobacco License</u>
STAFF INITIAL	<u>  MJC  </u>
APPROVED BY ADMINISTRATOR	

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

The City has received an application for a tobacco license. The license would be valid January 1, 2018— December 31, 2018.

Lauderdale Certified Auto Repair - 2421 Larpenteur Avenue West

**OPTIONS:**

1. To approve Resolution 022718A.
2. To remove the item from the consent agenda for further consideration.

**STAFF RECOMMENDATION:**

Approve Resolution 022718A Approving the 2018 Tobacco License.

**COUNCIL ACTION:**

**RESOLUTION 022718A**

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

**APPROVING 2018 TOBACCO LICENSE**

WHEREAS, the following applicant:

Lauderdale Certified Auto Repair Inc      2421 Larpenteur Avenue West

has presented to the City of Lauderdale a complete application for a tobacco license; and

WHEREAS, the establishment listed above has provided the proper fee and the Certification of Workers Compensation form and insurance certificate.

NOW, THEREFORE BE IT RESOLVED, that the Lauderdale City Council authorizes that the establishment listed above, be granted a tobacco license with the City of Lauderdale for the term of January 1, 2018 through December 31, 2018.

Adopted by the City of Lauderdale this 27th day of February, 2018.

\_\_\_\_\_  
Mary Gaasch, Mayor

ATTEST:

\_\_\_\_\_  
Heather Butkowski, City Administrator

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <span style="float: right;">_____ <u>X</u> _____</span>	MEETING DATE <u>February 27, 2018</u>
Special <span style="float: right;">_____</span>	ITEM NUMBER <u>2018 Garbage Hauler Licenses</u>
Public Hearing <span style="float: right;">_____</span>	STAFF INITIAL <u>Jim</u>
Report <span style="float: right;">_____</span>	APPROVED BY ADMINISTRATOR _____
Discussion/Action <span style="float: right;">_____</span>	
Resolution <span style="float: right;">_____</span>	
Work session <span style="float: right;">_____</span>	

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

**2/1/18-1/31/19 Garbage Hauler Licenses**

The following garbage companies have completed the application process, pending payment by ADS and Waste Management.

<u>Company</u>	<u>Residential Trucks</u>	<u>Commercial Trucks</u>
Waste Management	2	4
Advanced Disposal Services	2	1
Republic Services (Allied Waste)	2	2
Aspen Waste	0	2
Walter's	1	1

**OPTIONS:**

- 1) Approve as consent item.
- 2) Do not approve as consent item.

**STAFF RECOMMENDATION:**

By approving the consent agenda, the council is approving the 2018 garbage hauler licenses pending payment by ADS and Waste Management.

**COUNCIL ACTION:**



ACTION REQUESTED	LAUDERDALE COUNCIL ACTION FORM
Consent <span style="float: right;">_____ <u>  X  </u></span>	MEETING DATE <u>February 27, 2018</u>
Special <span style="float: right;">_____</span>	ITEM NUMBER <u>Adoption of the 2018-2020 GIS</u>
Public Hearing <span style="float: right;">_____</span>	(Geographic Information Systems) JPA
Report <span style="float: right;">_____</span>	(Joint Powers Agreement)
Discussion/Action <span style="float: right;">_____</span>	STAFF INITIAL <u>Jim</u>
Resolution <span style="float: right;">_____</span>	APPROVED BY ADMINISTRATOR _____
Work session <span style="float: right;">_____</span>	

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

Lauderdale has been a part of the Users Group since 1995 and signs a new JPA every 3 years. The Users Group was formed in order to create an alliance between public agencies interested in using GIS and data created and maintained by Ramsey County. The agreement is intended to enable those parties who are part of the User Group to be represented for the purpose of undertaking negotiations and transactions with Ramsey County and any other body politic.

The GIS User Group has created an online mapping application that has current county-wide data with aerial imagery available to anyone with Internet access.

The annual membership fee is \$219.12 for Lauderdale for 2018.

**OPTIONS:**

- 1) Adopt this item as part of the consent agenda.
- 2) Remove this item from the consent agenda for discussion and/or action.

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council is adopting the 2018-2020 Joint Powers Agreement Among Members of the Ramsey County Geographic Information Systems Users Group.

**COUNCIL ACTION:**

JOINT POWERS AGREEMENT  
AMONG  
MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

**ARTICLE I. INTENT OF THIS AGREEMENT**

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

**ARTICLE II. DEFINITIONS**

Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid the annual membership dues as provided in Article X.

Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.

Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

**ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE**

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4 The Officers will be elected annually by the Board.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum.

**ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS**

Section 1. The Board shall meet at least two times per year.

Section 2. The Board shall conduct an organizational meeting no later than 30 days after the effective date of this Agreement. The organizational meeting shall include: the election of officers; the adoption of by-laws and other procedures governing the conduct of its meetings and its business as it deems appropriate; the adoption of the Users Group Budget; review of the operating procedures within this Agreement.

Section 3. The Board shall approve and adopt the formula for the distribution of Ramsey County GIS data and the funding of special projects. This formula shall be reviewed annually by the Board.

Section 4. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities.

Section 5. The Chair presides at Users Group meetings. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 6. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 7. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 8. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 9. The Board may:

(i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;

(ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;

(iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;

(iv) Purchase, hold, or dispose of real and personal property;

(v) Contract for space, commodities or personal services with a Member or group of Members;

(vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;

(vii) Appoint a fiscal agent.

#### **ARTICLE V. NEW MEMBERS**

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

Section 3. New Members will pay the current one-time membership fee and the annual membership dues for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 3, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

#### **ARTICLE VI. GIS DATA TO BE SUPPLIED BY RAMSEY COUNTY**

Section 1. It is the intent of this Agreement that the Users Group will negotiate an agreement with Ramsey County for the County GIS Data. Components will include the collection of aerial photography and maintenance of digital physical features derived from aerial photography.

Section 2. The GIS Data should consist of the following components generated and maintained by the County:

- (i) The Ramsey County Digital Base Map;
- (ii) The Ramsey County Attribute Database;
- (iii) The Physical Features Data.

Section 3. The Board shall determine whether it is satisfied with the content, accuracy, and timeliness of the data provided to Ramsey County.

#### **ARTICLE VII. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT**

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

#### **ARTICLE VIII. DATA ACCESS AND USAGE**

Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be made available to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

#### **ARTICLE IX. DATA SECURITY**

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

#### **ARTICLE X. FINANCIAL MATTERS**

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an initial budget and must thereafter adopt an annual budget prior to July 1 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be mailed promptly thereafter to the chief administrative officer of each Member.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership dues. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Membership Fee: New Members shall pay a one-time membership fee of \$500 to the Users Group for the calendar year in which they are accepted into the User Group. The amount of this fee shall be reviewed and set annually by the Board of Directors for new Members.

Section 5. Annual Membership Dues: Members shall commit to payment of Annual Membership Dues, except where limited by State Statutes.

Section 6. Special Projects Assessments: Members who wish to enter into special projects and consultations shall present proposals to the Board for review. Examples of special projects could be cooperative training or consortium purchase of software. Upon approval by the Board, those Members who are part of the project will be assessed to meet the cost of the project.

Section 7. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

#### **ARTICLE XI. TERM**

Section 1. The Term of this Agreement is January 1, 2018, through December 31, 2020.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2020 and be agreed upon and signed on or before December 31, 2020.

#### **ARTICLE XII. TERMINATION**

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

- (i) Any balance of the Annual Membership Dues. This commitment applies to all Members;
- (ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

Termination of membership prior to expiration of the Agreement shall make the Governmental Unit ineligible to re-join the User Group during the Term of this Agreement.

#### **ARTICLE XIII. DISSOLUTION**

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

#### **ARTICLE XIV. ACCESS TO DOCUMENTS**

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

#### **ARTICLE XV. HOLD HARMLESS**

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section 3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

#### **ARTICLE XVI. EQUAL EMPLOYMENT OPPORTUNITY**

The Members and the Users Group agree to comply with all federal, state, and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability, or age.

#### **ARTICLE XVII. DATA PRACTICES**

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this \_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_.

ORGANIZATION \_\_\_\_\_

Approved:

By: \_\_\_\_\_

( Mayor / Chair / President )

By: \_\_\_\_\_

( City Manager / Administrator )

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

ALTERNATE DIRECTOR (IF APPLICABLE):

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

By: \_\_\_\_\_

( Chair of Users Group )

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

Consent \_\_\_\_\_  
 Public Hearing \_\_\_\_\_  
 Discussion   X   \_\_\_\_\_  
 Action \_\_\_\_\_  
 Resolution \_\_\_\_\_  
 Work Session \_\_\_\_\_

Meeting Date February 27, 2018

ITEM NUMBER Rental Housing Ordinance

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR \_\_\_\_\_

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Following is staff's first draft of an updated rental housing ordinance. As you may recall, we wanted to address the following:

- Change the licensing period from January 1 through December 31 to July 1 through June 30. This would eliminate the need to create special provisional licenses for exterior work required by the building official that can't be done in winter, allow the building official to see the yard and structure in better weather conditions, and move the licensing period to a time when it doesn't conflict with elections and other year end work.
- Change from a one-year license with biennial inspections to a two year license with biennial inspections. Currently, staff spend a significant amount of time issuing annual renewal licenses for every property even though they don't have a corresponding inspection.
- Eliminate the language that allows a landlord to continue the licensing process into the new licensing period. The licensing process would have to be completed by the start of the new licensing period or the owner would face penalties or none renewal of their license.
- Require owners or resident agents be present during inspections.
- Creates reinspection fees for failure to correct violations in a timely manner.

This draft does not create an incentive for property owners to visit their properties ahead of inspections to ensure things like smoke and CO alarms are present and functioning. We haven't yet figured out a means to do this.

Staff is looking for feedback. If the Council supports the changes, staff will fine tune the draft and make it available to the rental property owners for final comments prior to attorney review and adoption.

### STAFF RECOMMENDATION:



CITY OF LAUDERDALE

CHAPTER 11  
RENTAL HOUSING LICENSE PROVISIONS

9-11-1	PURPOSE
9-11-2	APPLICABILITY; SCOPE
9-11-3	ADOPTION OF PROPERTY MAINTENANCE CODE
9-11-4	DEFINITIONS
9-11-5	ENFORCEMENT OFFICER
9-11-6	RESPONSIBILITY OF OWNER (LANDLORD)
9-11-7	RESPONSIBILITY OF OCCUPANT (RENTER)
9-11-8	<del>GENERAL</del> -LICENSING PROVISIONS
9-11-9	INSPECTIONS <u>AND REINSPECTIONS</u>
9-11-10	CONDUCT ON LICENSED PREMISES
9-11-11	CONDITION OF LICENSED PREMISES
9-11-12	HEARING PROCEDURE
9-11-13	LIABILITY FOR COSTS
9-11-14	<u>MISDEMEANORPENALTIES</u>

9-11-1 PURPOSE.

It is the purpose of this chapter to protect the public health, safety and welfare of the community at large and the residents of rental dwellings in the City of Lauderdale and to ensure that rental housing in the city is decent, safe and sanitary and is so operated and maintained as not to become a nuisance to the neighborhood or to become an influence that fosters blight and deterioration or creates a disincentive to reinvestment in the community. The operation of rental residential properties is a business enterprise that entails certain responsibilities. Owners and operators are responsible to take such reasonable steps as are necessary to ensure that the citizens of the city who occupy such units may pursue the quiet enjoyment of the normal activities of life in surroundings that are: safe, secure and sanitary; free from nuisances; and free from unreasonable fears about safety of persons and security of property.

9-11-2 APPLICABILITY; SCOPE.

This chapter applies to all rental dwelling units in the City, including, ~~but not limited to,~~ any accessory structures on the premises upon which the rental dwelling unit is located (such as garages, storage buildings, appurtenances, sidewalks, and retaining walls). and Rental dwelling units may include any single-family home, duplex, townhome, condominium unit, multi-family building or residential dwelling sold pursuant to a contract for deed ~~whenever any unit that~~ is let for occupancy. This chapter does not apply to ~~on-campus college or university housing units;~~ Minnesota Department of Health licensed rest

homes; convalescent care facilities; licensed group homes; nursing homes; hotels; motels; or owner-occupied residential properties unless the owner lets a dwelling unit on the premises.

9-11-3 ADOPTION OF PROPERTY MAINTENANCE CODE.

The most recently promulgated edition of the International Property Maintenance Code, as published by the International Code Council, is adopted by reference and incorporated in its entirety as if it was set out in full, except as modified or amended by the City Code. Nothing in this Chapter or the International Property Maintenance Code shall be construed to cancel, modify, or set aside any other provision of the City Code.

9-11-4 DEFINITIONS.

“Building Official” means the building inspector or a designated agent authorized by the City Council.

“City” means the City of Lauderdale.

“City Administrator” means the City Administrator or the City Administrator’s designated agent.

“Deny” or “denial” means the refusal to grant a license to a new or renewing applicant by the City.

“Habitable space” means the space in a structure for living, sleeping, eating, or cooking. Bathrooms, toilet rooms, closets, halls, storage and utility spaces, and similar areas are not considered habitable spaces.

“Lease” means an agreement between an owner and a tenant for use of a rental dwelling unit.

“Let for occupancy/Let” means to permit possession or occupancy of a rental dwelling or unit by a person who is not the legal owner of record thereof, ~~pursuant to a written or unwritten lease, or pursuant to a recorded or unrecorded agreement~~ regardless of whether a fee is required by the agreement.

“License” means the formal approval of an activity specified on the certificate of license issued by the City.

“Multiple family dwelling” means a rental dwelling containing three (3) or more units.

“Occupant” or “tenant” means any person ~~living or sleeping in granted temporary use of a rental dwelling or unit, or having possession of a space within a rental dwelling or unit by~~ an owner.



“Owner” ~~or “licensee”~~ means any person, agent, operator, firm, or corporation having a legal or equitable interest in the property; ~~or recorded in the official records of the state, county, or municipality as holding title to the property; or otherwise having control of the property, including the guardian of the estate of any such person, and the executor or administrator of the estate of such person if ordered to take possession of real property by a court, or any person representing the actual owner.~~ In any corporation or partnership, the term owner includes general partners and corporate officers.

“Premises” means a lot, plot, or parcel of land including the building or structures thereon.

“Registered agent” means any person who has charge, care or control of a rental dwelling or unit on behalf of the owner.

“Reinspection” means a follow-up inspection that is a) conducted to determine if a code violation has been corrected; b) needed because an owner or registered agent fails to attend a scheduled inspection; c) needed because a scheduled inspection does not occur or is prevented due to any act of an owner or registered agent; or d) any inspection other than the initial inspection for a license application where one or more violations is found.

“Rent” means to let for occupancy or to let.

“Rental dwelling” means a building or premises, or portion thereof, used or intended to be used for residential rental purposes.

~~“Resident agent” means any person who has charge, care or control of a rental dwelling or unit on behalf of the owner or licensee.~~

“Revoke” or “revocation” means to take back a license issued by the City.

“Suspend” or “suspension” means to make a license temporarily inoperative.

“Unit” means a single unit within a rental dwelling providing complete, independent living facilities for one or more persons including permanent provisions for living, sleeping, eating, cooking, and sanitation.

#### 9-11-5 ENFORCEMENT OFFICER.

The Building Official is authorized and directed to enforce all provisions of this chapter, subject to review by the City Council.

#### 9-11-6 RESPONSIBILITY OF OWNER (LANDLORD).

- A. Owner Responsible. Every owner of a rental dwelling is responsible for violations of duties and obligations imposed by this chapter even if the duty or obligation is also imposed on the occupant(s) of the rental dwelling or unit, or even if the owner, by agreement, has imposed on the occupant(s)

the duty of making sure that the rental dwelling or unit complies with the requirements of this chapter, applicable provisions of the City Code, state law, and the International Property Maintenance Code. The owner is responsible for the acts or omissions of their registered agent or other authorized representatives.

- B. Cleanliness. Every owner of a rental dwelling is responsible for keeping the premises, including any shared or common areas in a multiple family dwelling, in a clean, sanitary, and safe condition in conformance with this chapter, applicable provisions of the City Code, and the International Property Maintenance Code. The owner of a rental dwelling is responsible for ensuring that all rubbish, garbage, and waste is collected ~~on a regular basis by a hauler who is licensed by the City~~ as required by ~~section 4-2-11~~ Title 4, Chapter 2 of this Code.
- C. Obtain License. The owner must obtain a license and pay all license fees as required by this chapter before the rental dwelling or unit may be rented.
- D. Occupancy. The owner or its registered agent may not rent a rental dwelling or a unit to more people than permitted by this paragraph. Every living room shall contain at least 120 square feet. Bedrooms shall contain at least seventy (70) square feet for the first occupant and an additional fifty (50) square feet for each additional occupant. A bedroom shall not constitute the only means of access to another bedroom or habitable spaces and shall not serve as the only means of egress from another habitable space.
- E. Crime Free Housing Program. (1) The owner or its registered agent may not rent a rental dwelling or unit unless there is a written agreement between the owner and the occupant that contains the following prohibition on ~~the occurrence of~~ criminal and drug related activity on the premises and in the rental dwelling or in the unit:
- a. Tenant, any members of the tenant's household, ~~or at their~~ guest, or other person affiliated with tenant shall not engage in criminal activity, including drug-related criminal activity, on or near the premises;
  - b. Tenant, any members of the tenant's household, ~~or at their~~ guest, or other person affiliated with tenant shall not engage in any act intended to facilitate criminal activity, including drug related criminal activity, on or near the premises;
  - c. Tenant or members of the household will not permit the dwelling unit to be used for, ~~or to facilitate~~ criminal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household, or a guest;
  - d. Tenant, any members of the tenant's household ~~or at their~~ guest, or other person affiliated with the tenant shall not engage in the unlawful



manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location, ~~whether~~ on or near the premises ~~or otherwise~~.

2. For the purposes of section 9-11-6(E), criminal activity and drug-related criminal activity is defined as crimes punishable as a gross misdemeanor or felony. It is not necessary that a gross misdemeanor or felony criminal charge be brought in order to support a determination that a violation of the Crime Free Housing Program has occurred nor does the ~~fact of~~ dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this section.

~~3. Where there is no written agreement between the owner and the occupant, the owner, licensee, or registered agent shall have the occupant execute a written agreement containing all of the regulations contained in paragraph (1) of 9-11-6(E) acknowledging that violations of those regulations will result in termination of the occupant's tenancy.~~

3. The owner or registered agent of a rental dwelling shall make available to the City upon request a copy of the rental housing lease required in 9-11-6(E)(1). The City shall make the request via U.S. Mail to the owner or registered agent. Said person is deemed to have received the request three days after the request is mailed. The owner or registered agent shall provide the lease within ten business days of the request. Failure to provide the lease within the allotted time shall subject the owner to an administrative service fee in the amount of \$25 per day. If after one month, the lease is not received, or do(es) not exist, the rental license may be suspended or revoked by the City Council.

4. Upon written notification from the City or its police department to the owner, ~~licensee, and the or~~ registered agent (~~if applicable~~) of a violation of any of the provisions of 9-11-6(E)(1)(a-d), the owner, ~~licensee, and the or~~ registered agent must terminate the tenancy of the occupant(s) within 60 days. The owner, ~~licensee,~~ or registered agent may not offer any other rental dwelling or unit within the City to any occupant whose tenancy was terminated pursuant to this provision for a period of at least one year from the date of the occupant's removal from the rental dwelling or unit. The owner shall notify the City in writing of its occupant(s) termination proceedings and provide copies of any applicable documents within ten ~~(10)~~ days of receiving ~~initial~~ notice of the violation(s).

~~5. An owner whose only rental dwelling is a single family home or duplex that is classified as or meets the definition of a relative homestead with Ramsey County is not required to comply with the requirements of 9-11-6(E). The owner must provide the City with documentation from Ramsey County of the relative homestead or file an affidavit of exemption with the City stating at least one family member resides at the address. For purposes of this ordinance, relative is defined by Minnesota Statutes, Section~~

~~273.124, Subd. 1(e), as may be amended from time to time. The relative residing at the address shall provide the City with a valid Minnesota driver's license, Minnesota identification card, Minnesota learner's permit, or a receipt for any of these, or tribal identification with name, address, photo, and signature showing Lauderdale as their place of residence. If the owner is not a natural person, the person filing for exemption from the licensing provisions must demonstrate their ownership interest in the property.~~

~~6. The owner, licensee, or registered agent of a rental dwelling shall make available to the City upon request a copy of the rental housing lease addendum(s). The City shall make the request via U.S. Mail to the owner, licensee, or registered agent. Said person is deemed to have received the request three (3) days after the request is mailed. Upon receiving the written request, the owner, licensee, or registered agent shall provide the requested lease addendum(s) within ten (10) business days of the written request. Failure to provide the required document(s) within the allotted time shall subject the owner to an administrative service fee in an amount set forth from time to time by the City Council by resolution. If after one month, the lease addendum(s) is not received, or do(es) not exist, the rental license may be suspended or revoked by the City Council.~~

~~75.~~ Any owner that fails to proceed with an action to terminate the tenancy of the occupant after City or police department notification in accordance with 9-11-6(E) shall be assessed an administrative fee in an amount set forth ~~from time to time~~ by the City Council by resolution for each day that the owner fails to proceed. If after two months the occupant has not been evicted, the rental license may be suspended or revoked by the City Council after a duly noticed hearing. Such notice of the hearing must be in writing; sent by U.S. Mail to the owner, ~~licensee,~~ and ~~any~~ registered agent; must specify all violations of 9-11-6(E); and must state the date, time, place, and purpose of the hearing. The owner's actions to ~~undertake the required measures and proceeding~~ evict the tenant, including a failed eviction process, may be presented as a defense during the hearing before the City Council. If in the sole discretion of the City Council, the evidence establishes that the owner, ~~licensee,~~ or registered agent initiated and pursued the eviction proceedings in good faith but failed, the City Council may waive or stay any administrative fee or rental license sanctions.

- F. Criminal Background Check: The owner or registered agent shall conduct criminal background checks on all prospective tenants. The criminal background check must include the following:
1. A statewide (Minnesota) criminal history check of all prospective tenants covering at least the last three years; the check must be done utilizing the most recent update of the state criminal history files.



2. A criminal history check of any prospective tenant in their previous states of residence, unless not allowed, covering at least the last three years if they have not resided in Minnesota for three years or longer.

3. A criminal history check of any prospective tenant must be conducted in all seven (7) counties in the metro Twin Cities area: (Anoka, Carver, Dakota, Hennepin, Ramsey, Scott and Washington) covering at least the last three years, including all misdemeanor, gross misdemeanor, and felony convictions.

9-11-7 RESPONSIBILITY OF OCCUPANT (RENTER).

- A. Access by Owner. Every occupant of a rental dwelling shall give the owner, ~~licensee~~ or registered agent access to his or her rental dwelling or unit, and that part of the premises which the occupant occupies or controls pursuant to the occupant's agreement with the owner, ~~licensee, or registered agent, at reasonable times and after a good faith effort to notify the tenant, for any reasonable purpose.~~
- B. Cleanliness. Every occupant of a rental dwelling or unit is responsible for keeping the occupant's rental dwelling, unit, and any part of the premises which the occupant occupies or controls pursuant to the occupant's agreement with the owner, ~~licensee, or registered agent,~~ in a clean, sanitary and safe condition in conformance with this chapter, applicable provisions of the City Code, state law, and the International Property Maintenance Code.
- C. Disposal of Rubbish. Every occupant of a rental dwelling or unit shall store and dispose of all the occupant's rubbish, garbage and waste in ~~a clean, sanitary and safe manner~~ conformance with Title 4, Chapter 2 of this Code.
- D. No Occupancy. If an owner does not renew its license, it shall be unlawful for the owner, ~~licensee,~~ or the registered agent to thereafter permit the occupancy of the unlicensed rental dwelling or unit. The owner, ~~licensee,~~ or registered agent shall inform the tenant(s) at least thirty (30) days in advance of the expiration of the license that the owner does not intend to renew the license. Occupation of the rental dwelling or unit by a tenant after the expiration of the license is unlawful. A violation of this provision by a duly notified tenant is punishable as a misdemeanor.

9-11-8 ~~GENERAL~~ LICENSING PROVISIONS.

- A. License Required.
  - 1. It is unlawful to rent a rental dwelling or unit in the City without first having obtained a license from the City. An owner must obtain a license for each rental dwelling. If the rental dwelling contains

two or more units, and has a common owner ~~and a common property identification number~~, the owner may obtain a single license for the rental dwelling.

2. An owner whose only rental dwelling is a single-family home or duplex that is classified as or meets the definition of a relative homestead with Ramsey County is not required to obtain a license for the rental dwelling. ~~The~~ if the owner ~~must~~ must provide the City with documentation from Ramsey County of the relative homestead. ~~or~~ If the owner is not a natural person, the owner may file an affidavit of exemption with the City stating at least one family member resides at the address. For purposes of this ordinance, relative is defined by Minnesota Statutes, Section, 273.124, Subd. 1(c), as may be amended from time to time. The relative residing at the address shall provide the City with a valid Minnesota driver's license, Minnesota identification card, Minnesota learner's permit, or a receipt for any of these, or tribal identification with name, address, photo, and signature showing Lauderdale as their place of residence. ~~If the owner is not a natural person, the~~ The person filing for exemption from the licensing provisions must demonstrate their ownership interest in the property.

B. License Application. The owner of a rental dwelling must submit an application for a license on forms and in the format provided by the City. The owner must give notice, in writing, to the City within thirty (30) calendar days of any changes to the information contained in the license application. The application must include:

1. the owner's name, mailing address, email address, and telephone number, owning partners if a partnership, and corporate officers if a corporation; This is the address that all correspondence from the City will be sent to.
2. street address and unit number of the rental dwelling;
3. the type and number of units in the rental dwelling;
4. the type of structure to be licensed; and,
5. ~~if the owner resides more than fifty (50) miles from the rental dwelling, then the owner must provide~~ the name, mailing address, email address, and telephone number of the registered agent ~~residing within fifty (50) miles of the rental dwelling~~ that is authorized to act on behalf of the owner, if applicable.



6. certification of compliance with the requirement found in 9-11-6(E) to include crime free housing provisions in leases.

7. certification of compliance with the requirement found in 9-11-6(F) for conducting background checks on prospective tenants effective with new leases starting July 1, 2018.

C. License Fees. The owner must pay an ~~annual~~biennial license fee, the amount of which is determined by the City Council. The license fee schedule is maintained at City Hall. ~~The owner must submit the required fee along with a complete application for a renewal license by December 15 of each year. License applications and fees shall be filed at least 45 days prior to the license expiration date. An application and license fee for a renewal license submitted after the license term expiration are subject to a penalty of \$25 dollars per day. A renewal application will not be processed until the penalty has been paid.~~

D. License Period. (a) The license period is for ~~one~~two years and runs from ~~January~~July 1 to ~~December~~June 3130. The license must be renewed ~~annually~~biennially.

~~(b) Notwithstanding paragraph (a), any license issued or renewed for January 1, 2017 to December 31, 2017, shall terminate on June 30, 2018 based upon an inspection for a 2017 rental license will receive a license that terminates on June 30, 2019.~~

~~(c) Notwithstanding paragraph (a), any license issued between January 1, 2018 and June 30, 2018, shall expire on June 30, 2018.~~

E. License Issuance.

1. ~~Preliminary Biennial Inspection and Investigation.~~ Prior to issuing a ~~new~~ license, the Building Official ~~must~~shall inspect the rental dwelling to determine compliance with this chapter, ~~the~~ City Code, state law, and the International Property Maintenance Code. The City Administrator will review the application for completeness and determine whether all ~~reinspection fees,~~ real estate taxes, and municipal utilities are paid and current. The City will not issue a license for a rental property when the real estate taxes or municipal utilities are in arrears.

2. License. If the rental dwelling is in ~~full~~ compliance with paragraph (1), the City ~~Administrator~~ will issue a license to the owner.

3. Compliance Order. If the rental dwelling is not in ~~full~~ compliance with paragraph (1), the City will provide the owner or registered agent with a compliance order pursuant to section 9-11-11.

4. Unsafe or Dangerous Conditions. No owner, ~~licensee~~, or registered agent may operate a rental dwelling, regardless of ~~the type of~~ license issued, if the Building Official determines that a condition exists in or on the rental dwelling, unit, or premises that is unsafe or poses an imminent danger to the health or safety of the tenants or the public. Any person who continues to operate a rental dwelling or unit after such a determination by the Building Official is subject to suspension or revocation of the license, criminal prosecution, and any civil or administrative remedies available to the City.

5. Occupant Initiated Inspection. An occupant who believes that his or her rental dwelling or unit is not in compliance with the provisions of this chapter, City Code, state law, or the International Property Maintenance Code may provide written notice to the owner or registered agent for the rental dwelling unit specifying the alleged deficiency. If the owner or registered agent does not take action to correct the alleged problem within a reasonable amount of time, the occupant may contact the City and request an inspection of the rental dwelling or unit by the Building Official after providing the City with documentation that the occupant properly notified the owner or registered agent and a reasonable amount of time in which to correct a deficiency has passed. The cost of the inspection shall be paid by the owner if the City's inspection reveals deficiencies as described by the occupant.

F. Posting of License. The owner shall post a copy of the license in the rental dwelling in a conspicuous place within fourteen calendar days of receipt of the license. In multiple dwelling units ~~requiring a single license~~, the license shall be posted in a common area of the building such as a corridor, hallway or lobby. ~~The posted license shall be framed and covered with clear glass or plastic.~~

G. Renewal of License. ~~An owner may continue to rent a dwelling after December 31 provided the owner has filed with the City on or before December 15, the appropriate renewal license application and paid the City the license fee. The issuance of a license under this chapter shall be considered a privilege and not an absolute right of the owner and shall not entitle the owner to an automatic renewal of the license. Allowing the owner to continue to rent while the renewal license is being processed does not obligate the City to automatically renew the license. Applications and license fees, inspections and reinspections for renewal license must be completed before the expiration of the current license. Failure to complete the renewal process, and thereby operating without a license, are subject to a penalty of \$25 dollars per day. A renewal license will not be granted until the penalty has been paid.~~



- H. Non-renewal of License. If an owner does not renew its license, it shall be unlawful for the owner, ~~licensee~~, or the registered agent to thereafter permit the occupancy of the unlicensed rental dwelling or unit. The owner, ~~licensee~~, or registered agent shall inform the tenant(s) at least thirty (30) days in advance of the expiration of the license that the owner does not intend to renew the license.
- I. Transfer of License. Licenses are not transferable. Any change in the ownership of the rental dwelling or premises requires a new license. A new license must be applied for within thirty (30) days of the change in ownership.
- J. Registered Agent Required. If the owner of a rental dwelling resides more than fifty ~~(50)~~ miles from the rental dwelling, then the owner must provide the City with the name, mailing address, email address, and telephone number of the agent residing within fifty ~~(50)~~ miles of the rental dwelling that is authorized to act on behalf of the owner.
- K. Register of Occupancy. The owner, ~~licensee~~, or its registered agent shall keep a current register of occupancy for each rental dwelling. This register of occupancy may be reviewed by the City at any time. Said register of occupancy shall contain, at a minimum, the following information:
1. Address(es) of the rental dwelling;
  2. Number of bedrooms of each unit;
  3. Number of units in each building; and
  4. Number of adults and children (under 18) ~~currently~~ occupying each unit.
- L. Access. Upon the request of the City, the owner, ~~licensee~~, or its registered agent shall provide access to the rental dwelling or unit for the purpose of enforcing this chapter.

#### 9-11-9 INSPECTIONS AND REINSPECTIONS.

- A. BiannualBiennial Inspections. The City will inspect all ~~currently licensed~~ rental dwellings ~~periodically~~biennially to determine compliance with this chapter, the City Code, state law, and the International Property Maintenance Code. ~~The City will inspect rental dwellings with odd-numbered addresses for odd year licensure and rental dwellings with even-numbered addresses for even year licensure.~~

~~B. Occupant Initiated Inspection. An occupant who believes that his or her rental dwelling or unit is not in compliance with the provisions of this chapter, City Code, state law, or the International Property Maintenance Code may provide written notice to the owner, licensee, or registered agent for the rental dwelling unit specifying the alleged deficiency. If the owner, licensee, or registered agent does not take action to correct the alleged problem within a reasonable amount of time, the occupant may contact the City and request an inspection of the rental dwelling or unit by the Building Official after providing the City with documentation that the occupant had properly notified the owner, licensee, or registered agent and a reasonable amount of time in which to correct a deficiency has passed. The cost of the inspection shall be paid by the owner if the City's inspection reveals actual deficiencies as described by the occupant.~~

B. Presence of Responsible Parties at Inspection. At the time of the inspection, the owner or registered agent must be present. The Building Official will not complete an inspection in their absence. If the owner or registered agent fails to cancel an inspection by 3:00 p.m. the day preceding an inspection or fails to show for an inspection, a reinspection fee, as set from time to time by the City Council, will be charged of the owner.

C. Reinspections. The license fee provides for the biennial inspection required by 9-11-8(E)(1) of this Code and one additional inspection of the rental dwelling or unit by the Building Official. The owner will be charged a reinspection fee, as set from time to time by the City Council, for additional inspection of the property to determine if a code violation has been corrected.

#### 9-11-10 CONDUCT ON LICENSED PREMISES.

A. Owner Responsible. It shall be the responsibility of the owner, ~~licensee,~~ and registered agent to see that occupants and occupants' guests conduct themselves in such a manner as not to cause the premises to be disorderly. For purposes of this section, a rental dwelling or unit is disorderly when any of the following activities occur in the rental dwelling or unit or on the premises where the rental dwelling or unit is located:

1. Violation of Minnesota Statutes, sections 609.75 through 609.763 as may be amended from time to time, relating to gambling;
2. Violation of laws relating to prostitution or acts relating to prostitution and sex trafficking as set forth in Minnesota Statutes, sections 609.321 through 609.3243, as may be amended from time to time;

3. Violation of Minnesota Statutes , chapter 152 as may be amended from time to time, relating to the unlawful sale, use, or possession of controlled substances;
4. Violation of Minnesota Statutes, sections 340A.401 and 340A.503 as may be amended from time to time, relating to the unlawful sale and underage consumption of alcoholic beverages;
5. Violation of Minnesota Statutes, section 609.33 as may be amended from time to time, which prohibits owning, leasing, operating, managing, maintaining or conducting a disorderly house, or inviting or attempting to invite others to visit or remain in a disorderly house;
6. Violation of Minnesota Statutes, sections 97B.021, 97B.045, 609.66 through 609.67, 624.712 through 624.716, 624.719, 624.731 through 624.732 as may be amended from time to time, relating to the unlawful possession, transportation, sale or use of weapons;
7. Violation of City Code, section 5-2-2, or violation of Minnesota Statutes, section 609.72, as may be amended from time to time, relating to disorderly conduct;
8. Violation of City Code, section 5-7, relating to recreational fires;
9. Violation of City Code, section 5-8, relating to clandestine drug labs;
10. Violation of City Code, section 4-1, relating to nuisances;
11. Violation of City Code, section 5-3, relating to animal control;
12. Violation of the occupancy standards defined in City Code section 9-11-6;
13. Violation of Minnesota Statutes, sections 609.226 and 347.51 through 347.565, as may be amended from time to time, relating to dangerous dogs;
14. Violation of Minnesota Statutes, sections 609.221 through 609.2231, 609.224, and 609.2242, as may be amended from time to time, relating to assault and domestic assault;
15. Violation of Minnesota Statutes, section 609.78, as may be amended from time to time, which prohibits interfering with a 911 phone call;



16. Violation of Minnesota Statutes, section 609.713, as may be amended from time to time, which prohibits terroristic threats;
17. Violation of Minnesota Statutes, section 243.166, as may be amended from time to time, relating to Predatory Offender Registration;
18. Violation of Minnesota Statutes, section 609.229, as may be amended from time to time, relating to crimes done for the benefit of a gang;
19. Violation of Minnesota Statutes, section 609.50, as may be amended from time to time, which prohibits interference with a peace officer;
20. Violation of City Code, section 4-2 relating to garbage and refuse;
21. Violation of Minnesota Statutes, chapter 260C and section 609.26 subdivision 1(8), as may be amended from time to time, relating to the delinquency of a minor;
22. Violation of Minnesota Statutes, section 609.715, as may be amended from time to time, relating to unlawful assembly;
23. Violation of Minnesota Statutes, section 609.71, as may be amended from time to time, relating to a riot;
24. Violation of Minnesota Statutes, section 609.903, as may be amended from time to time, relating to racketeering; or
25. Violation of Minnesota Statutes, section 609.675, as may be amended from time to time, relating to exposing children to large containers that fasten automatically when closed.

B. City Enforcement. The City Administrator is responsible for enforcement and administration of this section.

C. First Violation. Upon determination by the City Administrator that a licensed rental dwelling or unit is disorderly, as described in paragraph (A) of this section, the City Administrator must provide written notice to the ~~licensee~~, owner, ~~and/or~~ registered agent of the violation and direct the ~~licensee~~owner to take steps to prevent any further violation.

D. Second Violation. If another instance of disorderly use of the licensed rental dwelling or unit occurs within twelve (12) months of the first incident for which a notice in paragraph (C) of this section was given, the City Administrator must provide written notice to the ~~licensee~~, owner, ~~and/or~~

registered agent of the second violation and must also require the licenseeowner to submit a written report of the actions taken, and proposed to be taken, by the licensee, owner, and registered agent to prevent further disorderly use. This written report must be submitted to the City Administrator within seven ~~(7)~~ business days of the date of the written notice of disorderly use and must detail all actions taken by the licensee in response to all notices of disorderly use within the preceding twelve (12) months.

E. Third Violation.

1. If a third instance of disorderly use of the licensed rental dwelling or unit occurs within twelve (12) months of the first incident for which a notice in paragraph (C) of this section was given, the rental dwelling license may be denied, revoked, suspended or not renewed. An action to deny, revoke, suspend, or not renew a license under this section must be initiated by the City Administrator who must give to the licensee written notice of a hearing before the City Council considers such denial, revocation, suspension or non-renewal. Such written notice must specify all violations of this section, and must state the date, time, place and purpose of the hearing. The hearing must be held no less than ten ~~(10)~~ days and no more than thirty ~~(30)~~ days after giving such notice.
2. Following the hearing, the City Council may deny, revoke, suspend or decline to renew the license for all or any part or parts of the licensed premises or may grant a license upon such terms and conditions as it deems necessary to accomplish the purposes of this section.

F. No Adverse Action Pending Eviction. No adverse license action shall be imposed where the instance of disorderly use of the licensed rental dwelling or unit occurred during the pendency of an eviction proceeding or within thirty ~~(30)~~ days of the notice given by the licenseeowner or registered agent to a tenant to vacate the premises so long as the licenseeowner or registered agent is diligently pursuing such an eviction or voluntary vacation by the tenant. An action to deny, revoke, suspend, or not renew a license based upon a violation of this section may be postponed or discontinued at any time if, in the City's sole discretion, the City concludes that the licenseeowner has taken appropriate measures to prevent further instances of disorderly use.

G. Finding of Disorderly Conduct. A determination that the licensed premises is disorderly as described in paragraph (A) of this section shall be made upon a fair preponderance of the evidence to support such a determination. It is not necessary that a criminal charge be brought in order to support a

determination of disorderly use nor does the ~~fact of~~ dismissal or acquittal of such a criminal charge operate as a bar to adverse license action under this section.

- H. Service of Notices. All notices given by the City under this section must be sent by first class U.S. mail to the last known address of the owner, ~~licensee, and/or~~ registered agent or posted ~~on~~ in a conspicuous place on the licensed rental dwelling or unit if the address is unknown.
- I. Enforcement Actions. Enforcement actions provided in this section are not exclusive, and the City Council may take any action with respect to ~~an~~ owner, registered agent, licensee, a tenant, or the licensed rental dwelling or unit as is authorized by the city code, state or federal law.

#### 9-11-11 CONDITION OF LICENSED PREMISES.

- A. Compliance Order. Whenever the Building Official determines that the condition of any rental dwelling or unit or the premises where any rental dwelling or unit is located fails to meet the provisions of this chapter, other applicable City Code provisions, state law, or the International Property Maintenance Code, the Building Official may issue a compliance order setting forth the specific violations and ordering the owner, ~~licensee,~~ or registered agent to correct such violations.
- B. Contents of the Compliance Order. The compliance order shall:
  - 1. Be in writing;
  - 2. Describe the location and nature of the violations;
  - 3. Set forth a reasonable time for the correction of the violations by the owner, ~~licensee,~~ or registered agent; and
  - 4. Be served upon the owner, ~~licensee, and/or~~ registered agent by first class U.S. mail. A copy of the compliance order shall also be provided to the occupants of the rental dwelling or unit.
- C. Appeal. When it is alleged by the owner, ~~licensee,~~ or registered agent that the Building Official's compliance order is based upon the erroneous interpretation of this chapter, other applicable City Code provisions, state law, or the International Property Maintenance Code, the owner, ~~licensee,~~ or registered agent may appeal the compliance order to the City Council. Such appeal shall be in writing, must specify the grounds for the appeal, must be accompanied by a filing fee, as set forth by resolution of the City Council, from time to time, and must be filed with the City within seven (7) calendar days of the date the compliance order was sent to the owner,



~~licensee, and/or~~ registered agent. The appeal shall be heard by the City Council pursuant to the procedure set forth in section 9-11-12 (A-C) of this chapter. The filing of the appeal of the compliance order shall stay all proceedings in furtherance of the order appealed from, unless such a stay would cause imminent peril to life, health, or property. Upon the receipt of an appealed compliance order that contains a violation that imminently endangers life, health, or property, the Building Official will immediately notify the appellant in writing and by telephone or email to inform the appellant of those violations unaffected by the stay.

D. License Action. If the violation listed in the compliance order is not remedied by the owner, ~~licensee,~~ or registered agent within the specified time given in the order and the time to appeal the compliance order has expired, the license for the rental dwelling may be denied, suspended, revoked, or not renewed by the City. An administrative fine in an amount set forth ~~from time to time~~ by the City Council by resolution may also be imposed by the City. When the City seeks to deny, suspend, revoke, or not renew a license and/or impose an administrative fine pursuant to this section, the City shall send a notice of the proposed action to the ~~licensee~~ owner or registered agent of the rental dwelling or unit. The proposed action shall be heard by the City Council pursuant to the procedures set forth in section 9-11-12 of this chapter.

E. Notwithstanding section D, the City Council may revoke, suspend, or decline to renew any license issued under this Chapter upon the following grounds:

1. False statements, misrepresentations, or fraudulent statements on any application or other information or report required by this Chapter.

2. Failure to pay any application fee, penalty, reinspection fees, special assessment, real estate taxes, or other financial claims due to the City as required by this Chapter or City Council action.

3. Failure to continuously comply with property maintenance, zoning, health, building, nuisance, or other City Codes; or failure to correct deficiencies noted in a compliance report within the time specified.

4. Failure to actively pursue the termination of the tenancy of occupants who have violated the provisions of this Chapter or have otherwise created a public nuisance in violation of City, state, or applicable laws.

#### 9-11-~~12~~11 HEARING PROCEDURE.

A. Scheduling of Hearing. If the City seeks to deny, suspend, revoke, or not renew a license pursuant to sections 9-11-10 or 9-11-11(D) of this chapter, or if the owner, ~~licensee,~~ or registered agent appeals the compliance order pursuant to section 9-11-11(C) of this chapter, the City Council shall conduct a hearing on the matter. The hearing shall be scheduled no less than ten ~~(10)~~ calendar days and no more than thirty ~~(30)~~ calendar days

following the date of the City's notice to the owner or the City's receipt of an appeal of a compliance order.

- B. Hearing. At the hearing, the City Council shall hear all relevant evidence and arguments and shall review all testimony, documents, and other evidence submitted to the City at least five ~~(5)~~ calendar days before the hearing. The owner, ~~licensee~~, or registered agent shall have the opportunity to address the City Council at the hearing.
- C. Findings. The City Council shall make findings and shall issue a written decision within thirty ~~(30)~~ calendar days following the date of the hearing and shall send a copy of its decision to the appellant by first class U.S. mail. The decision shall specify the rental dwelling or units to which it applies.
- D. License Reinstatement. Upon a decision to revoke, suspend, deny, or not renew a license for violations of this section, the owner, ~~licensee~~, or registered agent are ineligible for a ~~new~~ rental license for a period determined by the City Council, but such period shall not exceed twelve (12) months. Any owner, ~~licensee~~, or registered agent who has had two or more licenses revoked, suspended, denied, or not renewed for a violation of this chapter within the previous twenty-four (24) months, is ineligible for a ~~new~~ rental license for any property in the City for a period determined by the City Council, but such period shall not exceed twenty-four (24) months. To reinstate a license, the owner must complete the licensing requirements and pass an inspection established in 9-11-8, ~~and pass an inspection as set forth in~~ 9-11-9, and 9-11-11.
- E. No Occupancy. If a license is revoked, suspended, denied or not renewed by the City Council, it shall be unlawful for the owner, ~~licensee~~, or the registered agent to thereafter permit the occupancy of the unlicensed rental dwelling or the unit. The City shall send and post a copy of the City Council action on the rental dwelling(s) or unit(s) impacted by action in order to prevent any further occupancy. No person shall reside in, occupy or cause to be occupied any unlicensed rental dwelling or unit. If the rental dwelling(s) or unit(s) is occupied at the time the license is revoked, suspended, denied, or not renewed, then the owner, ~~licensee~~, or registered agent shall inform the tenant(s) that the tenant(s) have thirty (30) days from the date of the City Council action to vacate. Occupation of the rental dwelling or unit after those thirty (30) days is unlawful.
- F. Appeal. An owner may appeal the decision of the City Council as allowed under state law.

9-11-13

**LIABILITY FOR COSTS.**



- A. If the owner ~~licensee, or registered agent~~ fails to voluntarily comply with any requirement of this chapter, the City Council may direct the City Administrator to take all lawful steps to enforce the requirements of this chapter, including injunctive relief.
- B. The owner, ~~licensee, or registered agent~~ is responsible for all costs associated with any enforcement efforts undertaken pursuant to 9-11-13(A), including but not limited to court costs, attorneys' fees, and interest on any unpaid amounts incurred by the City pursuant to this chapter.
- C. All sums payable by the owner, ~~licensee, or registered agent~~ to the City pursuant to this section shall be deposited in the City's general fund to reimburse the City for its expenses and costs incurred to enforce this chapter.
- D. If the owner, ~~licensee, or registered agent~~ fails to pay the City as required by this chapter or any court order, said costs, fees, and amounts may be collected as a special assessment against the licensed property pursuant to Minnesota Statute, Chapter 429, as amended from time to time.

9-11-14 **MISDEMEANORPENALTIES.**

Failure by an owner, ~~licensee, or registered agent~~ to comply with a compliance order after the right of appeal has expired shall constitute a misdemeanor. A violation of any provision of this chapter by an owner, ~~licensee, or registered agent~~ shall constitute a misdemeanor. Each day that a violation continues shall be deemed a separate punishable offense.

Adopted by the city council of the City of Lauderdale this XXth day of March, 2018.

\_\_\_\_\_  
Mary Gaasch, Mayor

ATTEST:

\_\_\_\_\_  
Heather Butkowski, City Administrator

Published in the Roseville Review the X<sup>st</sup> day of April, 2018.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session   X  

Meeting Date February 27, 2018

ITEM NUMBER Eustis / Roselawn

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR

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

Staff discussed with Stacie Kvilvang from Ehlers options to bring down the debt levy and possibly finance the reconstruction project internally. The attached financial run reflects the County contributing another \$300,000 which would bring the annual debt levy down to about 3%. Stacie is advising to bond for the project in order to retain cash for the Chinese Church redevelopment. Staff requested a meeting with Julie Kleinschmidt, Ramsey County Manager, to discuss the need for additional dollars from the County to make the deal work. Hopefully, by the meeting I will know the date and time.

**OPTIONS:**

**STAFF RECOMMENDATION:**

# Lauderdale, Minnesota

\$435,000 General Obligation Improvement Bonds, Series 2019

Assumes Current Market BQ AA- Rates plus 75bps

10 Years

## Sources & Uses

Dated 05/01/2019 | Delivered 05/01/2019

### Sources Of Funds

Par Amount of Bonds	\$435,000.00
Other Funds	300,000.00
County Funds	657,000.00
City of Roseville Funds	26,000.00
St. Paul Water Fund	150,000.00
Prepaid Assessments	30,600.00
<b>Total Sources</b>	<b>\$1,598,600.00</b>

### Uses Of Funds

Total Underwriter's Discount (1.500%)	6,525.00
Costs of Issuance	31,500.00
Deposit to Capitalized Interest (CIF) Fund	10,241.25
Deposit to Project Construction Fund	1,548,000.00
Rounding Amount	2,333.75
<b>Total Uses</b>	<b>\$1,598,600.00</b>



# Lauderdale, Minnesota

\$435,000 General Obligation Improvement Bonds, Series 2019

Assumes Current Market BQ AA- Rates plus 75bps

10 Years

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Total
05/01/2019	-	-	-	-	-	-	-
02/01/2020	-	-	10,241.25	10,241.25	(10,241.25)	-	-
08/01/2020	-	-	6,827.50	6,827.50	-	6,827.50	-
02/01/2021	40,000.00	2.600%	6,827.50	46,827.50	-	46,827.50	53,655.00
08/01/2021	-	-	6,307.50	6,307.50	-	6,307.50	-
02/01/2022	40,000.00	2.700%	6,307.50	46,307.50	-	46,307.50	52,615.00
08/01/2022	-	-	5,767.50	5,767.50	-	5,767.50	-
02/01/2023	40,000.00	2.800%	5,767.50	45,767.50	-	45,767.50	51,535.00
08/01/2023	-	-	5,207.50	5,207.50	-	5,207.50	-
02/01/2024	40,000.00	2.850%	5,207.50	45,207.50	-	45,207.50	50,415.00
08/01/2024	-	-	4,637.50	4,637.50	-	4,637.50	-
02/01/2025	40,000.00	3.050%	4,637.50	44,637.50	-	44,637.50	49,275.00
08/01/2025	-	-	4,027.50	4,027.50	-	4,027.50	-
02/01/2026	45,000.00	3.200%	4,027.50	49,027.50	-	49,027.50	53,055.00
08/01/2026	-	-	3,307.50	3,307.50	-	3,307.50	-
02/01/2027	45,000.00	3.300%	3,307.50	48,307.50	-	48,307.50	51,615.00
08/01/2027	-	-	2,565.00	2,565.00	-	2,565.00	-
02/01/2028	45,000.00	3.400%	2,565.00	47,565.00	-	47,565.00	50,130.00
08/01/2028	-	-	1,800.00	1,800.00	-	1,800.00	-
02/01/2029	50,000.00	3.500%	1,800.00	51,800.00	-	51,800.00	53,600.00
08/01/2029	-	-	925.00	925.00	-	925.00	-
02/01/2030	50,000.00	3.700%	925.00	50,925.00	-	50,925.00	51,850.00
<b>Total</b>	<b>\$435,000.00</b>	<b>-</b>	<b>\$92,986.25</b>	<b>\$527,986.25</b>	<b>(10,241.25)</b>	<b>\$517,745.00</b>	<b>-</b>

## Significant Dates

Dated	5/01/2019
First Coupon Date	2/01/2020

## Yield Statistics

Bond Year Dollars	\$2,821.25
Average Life	6.486 Years
Average Coupon	3.2959238%
Net Interest Cost (NIC)	3.5272043%
True Interest Cost (TIC)	3.5471281%
Bond Yield for Arbitrage Purposes	3.2818855%
All Inclusive Cost (AIC)	4.9091120%

## IRS Form 8038

Net Interest Cost	3.2959238%
Weighted Average Maturity	6.486 Years

# Lauderdale, Minnesota

\$435,000 General Obligation Improvement Bonds, Series 2019

Assumes Current Market BQ AA- Rates plus 75bps

10 Years

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	105% of Total	Assessments	Levy/(Surplus)
02/01/2020	-	-	10,241.25	10,241.25	(10,241.25)	-	-	-	-
02/01/2021	40,000.00	2.600%	13,655.00	53,655.00	-	53,655.00	56,337.75	36,624.38	19,713.37
02/01/2022	40,000.00	2.700%	12,615.00	52,615.00	-	52,615.00	55,245.75	36,624.37	18,621.38
02/01/2023	40,000.00	2.800%	11,535.00	51,535.00	-	51,535.00	54,111.75	36,624.38	17,487.37
02/01/2024	40,000.00	2.850%	10,415.00	50,415.00	-	50,415.00	52,935.75	36,624.38	16,311.37
02/01/2025	40,000.00	3.050%	9,275.00	49,275.00	-	49,275.00	51,738.75	36,624.37	15,114.38
02/01/2026	45,000.00	3.200%	8,055.00	53,055.00	-	53,055.00	55,707.75	36,624.38	19,083.37
02/01/2027	45,000.00	3.300%	6,615.00	51,615.00	-	51,615.00	54,195.75	36,624.37	17,571.38
02/01/2028	45,000.00	3.400%	5,130.00	50,130.00	-	50,130.00	52,636.50	36,624.38	16,012.12
02/01/2029	50,000.00	3.500%	3,600.00	53,600.00	-	53,600.00	56,280.00	36,624.38	19,655.62
02/01/2030	50,000.00	3.700%	1,850.00	51,850.00	-	51,850.00	54,442.50	36,624.39	17,818.11
<b>Total</b>	<b>\$435,000.00</b>	<b>-</b>	<b>\$92,986.25</b>	<b>\$527,986.25</b>	<b>(10,241.25)</b>	<b>\$517,745.00</b>	<b>\$543,632.25</b>	<b>\$366,243.78</b>	<b>\$177,388.47</b>

## Significant Dates

Dated	5/01/2019
First Coupon Date	2/01/2020

## Yield Statistics

Bond Year Dollars	\$2,821.25
Average Life	6.486 Years
Average Coupon	3.2959238%
Net Interest Cost (NIC)	3.5272043%
True Interest Cost (TIC)	3.5471281%
Bond Yield for Arbitrage Purposes	3.2818855%
All Inclusive Cost (AIC)	4.9091120%

## Lauderdale, Minnesota

\$275,400 General Obligation Improvement Bonds, Series 2019

Assessments - 10 Years

2.0% over TIC - Equal P&I

### Assessments

Date	Principal	Coupon	Interest	Total P+I
12/31/2020	21,339.68	5.550%	15,284.70	36,624.38
12/31/2021	22,524.03	5.550%	14,100.34	36,624.37
12/31/2022	23,774.12	5.550%	12,850.26	36,624.38
12/31/2023	25,093.58	5.550%	11,530.80	36,624.38
12/31/2024	26,486.27	5.550%	10,138.10	36,624.37
12/31/2025	27,956.26	5.550%	8,668.12	36,624.38
12/31/2026	29,507.83	5.550%	7,116.54	36,624.37
12/31/2027	31,145.52	5.550%	5,478.86	36,624.38
12/31/2028	32,874.10	5.550%	3,750.28	36,624.38
12/31/2029	34,698.61	5.550%	1,925.78	36,624.39
<b>Total</b>	<b>\$275,400.00</b>	<b>-</b>	<b>\$90,843.78</b>	<b>\$366,243.78</b>

### Significant Dates

Filing Date	1/01/2020
First Payment Date	12/31/2020