# LAUDERDALE CITY COUNCIL MEETING AGENDA 7:30 P.M. TUESDAY, MARCH 13, 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 27, 2018 City Council Meeting
- c. Claims Totaling \$86,385.49

### 4. CONSENT

a. Fourth Quarter/ Year End Investment Report

### 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. Resolution No. 031318A Providing for the Sale of \$1,310,000 General Obligation TIF Bonds, Series 2018A to Purchase 1795 Eustis Street
- b. Engagement of Ehlers and Associates as the Dissemination Agent for Continuing Disclosure Requirements
- c. Agreement for Post Issuance Debt Compliance Policy and Procedures Templates with Ehlers and Associates
- d. Approve Plans and Specifications and Advertisement for Bids of the 2018 Sanitary Sewer Lining Project

### 9. ITEMS REMOVED FROM THE CONSENT AGENDA

### 10. ADDITIONAL ITEMS

### 11. SET AGENDA FOR NEXT MEETING

- a. Rental Housing Ordinance Revisions
- b. Arbitrage Policy
- c. February Financial Report

#### 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. Community Development Update

### 13. ADJOURNMENT

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

Page 1 of 2

February 27, 2018

### Roll Call

Mayor Gaasch called the Regular City Council meeting to order at 7:36 p.m.

Councilors present: Kelly Dolphin, Roxanne Grove, and Mayor Mary Gaasch.

Councilors absent: Jeff Dains and Andi Moffatt.

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

Approvals

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

Mayor Gaasch asked if there were any changes to the meeting minutes. There being none, Councilor Grove moved and seconded by Councilor Dolphin to approve the minutes of the February 13, 2018, City Council Meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Grove moved and seconded by Councilor Dolphin to approve the claims totaling \$45,219.84. Motion carried unanimously.

### Consent

Councilor Dolphin moved and seconded by Councilor Grove to approve the Consent Agenda thereby acknowledging the January Financial Report, the Tobacco License for 2421 Larpenteur Avenue – Resolution No. 022718A, the 2018 Garbage Hauler License, and the 2018-2020 GIS Joint Powers Agreement. Motion carried unanimously.

### **Informational Presentations/Reports**

A. City Council Updates

Councilor Dolphin shared that she attended orientation for the North Suburban Cable Commission as the new Lauderdale representative.

### **Discussion/Action Items**

A. Rental Housing Ordinances Revisions

Butkowski went through the proposed changes to the Rental Housing Ordinance with the Council. Based on their suggestions, staff will revise the draft and make it available to the rental property owners for comments prior to attorney review and adoption.

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

Page 2 of 2

February 27, 2018

Set Agenda for Next Meeting

Administrator Butkowski stated that the next council meeting may include Rental Housing Ordinance revisions and calling for the sale of bonds to purchase 1795 Eustis Street.

### 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. There being no interested parties to speak, Mayor Gaasch closed the floor.

B. Eustis Street and Roselawn Avenue Jurisdictional Change Update

Staff discussed with Stacie Kvilvang from Ehlers options to bring down the debt levy and possibly finance the reconstruction project internally. Stacie is advising to bond for the project in order to retain cash for the purchase and financing of 1795 Eustis Street. 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. Staff will keep the Council posted on developments.

C. Community Development Update

Butkowski informed the Council that Lauderdale BP sold recently. Staff also received complaints about Ramsey County's snow plowing this season. The County responded that the issues stem from being understaffed.

Adjournment

Mayor Gaasch adjourned the meeting at 8:21 p.m.

Respectfully submitted,

Miles Cine

Miles Cline

Deputy City Clerk



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

### **Request for Council Action**

To:

Mayor and City Council

From:

City Administrator

**Meeting Date:** 

March 13, 2018

Subject:

List of Claims

The claims totaling \$86,385.49 are provided for City Council review and approval that includes check numbers 25749 to 25767.

### Accounts Payable

### Checks by Date - Detail by Check Date

User:

miles.cline

Printed:

3/9/2018 2:54 PM



Check Amoun		Check Date	Vendor Name	Vendor No	Check No
		Reference	Description	Invoice No	
	*	03/09/2018	Public Employees Retirement Association	43	ACH
963.5		PR Batch 50500.03.2018 PER	PR Batch 50500.03.2018 PERA Coordinated		
1,111.7		PR Batch 50500.03.2018 PER	PR Batch 50500.03.2018 PERA Coordinated		
2,075.2	2	this ACH Check for Vendor 43:	Total for		
		03/09/2018	Minnesota Department of Revenue	44	ACH
623.8		PR Batch 50500.03.2018 State	PR Batch 50500.03.2018 State Income Tax	ν.	
623.8		this ACH Check for Vendor 44:	Total for		4
		03/09/2018	ICMA Retirement Corporation	45	ACH
1,351.2		PR Batch 50500.03.2018 Defe	PR Batch 50500.03.2018 Deferred Comp		
939.3		PR Batch 50500.03.2018 Defe	PR Batch 50500.03.2018 Deferred Comp		
±			· .		
2,290.6		this ACH Check for Vendor 45:	Total for		
		03/09/2018	Internal Revenue Service	46	ACH
232.6		PR Batch 50500.03.2018 Mec	PR Batch 50500.03.2018 Medicare Employee Pc	S	
232.6		PR Batch 50500.03.2018 Med	PR Batch 50500.03.2018 Medicare Employer Po		
730.1		PR Batch 50500.03.2018 Fede	PR Batch 50500.03.2018 Federal Income Tax		
994.6		PR Batch 50500.03.2018 FIC.	PR Batch 50500.03.2018 FICA Employee Portio		
994.6		PR Batch 50500.03.2018 FIC.	PR Batch 50500.03.2018 FICA Employer Portion		
3,184.6		this ACH Check for Vendor 46:	Total for		
0.174.4		T + 1.6 - 2/0/0010			
8,174.4		Total for 3/9/2018:			
		03/13/2018	8th Day Landscaping LLC	13	25749
645.00		,	February Snow Removal	5749	
			*	*	
645.00		Total for Check Number 25749:	מ		
		03/13/2018	City of Roseville	36	25750
82.43			February Phone Services	0224195	
1,118.00			January IT Services	0224220	
1,118.00			February IT Services	0224260	
2,318.43		Cotal for Check Number 25750:	9		•
	* * * * * * * * * * * * * * * * * * * *	03/13/2018	City of St Anthony	29	25751
57,730.66		03/13/2016	March Police Services	3644	23731
57,730.66	*	Cotal for Check Number 25751:	· .		
57,750.00				0.5	0.5===
		03/13/2018	County of Ramsey	25 EMCOM 006746	25752
6.24			February CAD Somiose	EMCOM-006746	
233.0		*	February CAD Services	EMCOM-006758	
1,248.0			February 911 Dispatch Services	EMCOM-006772	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	v (#)	Check Amount
		9	Total for Check Number 25752:		1,487.32
25753	38 476712 476712 476712	Croix Oil Company Inc. February Fuel February Fuel February Fuel	03/13/2018		128.10 27.45 27.45
			Total for Check Number 25753:		183.00
25754	9 839231	Genuine Parts Company Inc Transmission Fluid	03/13/2018		10.98
			Total for Check Number 25754:		10.98
25755	134 0074	Katrina Joseph February Legal Services	03/13/2018		925.00
	·		Total for Check Number 25755:		925.00
25756	30 269161	League of Minnesota Cities 2018 Minnesota Mayors Association Annual	03/13/2018 Cor		90.00
			Total for Check Number 25756:		90.00
25757	73 269274	League of Minnesota Cities  MN Cities Stormwater Coalition Contribution	03/13/2018		410.00
			Total for Check Number 25757:	•	410.00
25758	24 0001078700	Metropolitan Council April Wastewater Treatment	03/13/2018		10,846.48
			Total for Check Number 25758:		10,846.48
25759	84 022018 022018	North Star Bank Cardmember Services HB - MCFOA Dues Toilet Paper	03/13/2018		50.00 27.90
	*		Total for Check Number 25759:		77.90
25760	5 619861-02-18	Premium Waters Inc February Water Delivery	03/13/2018		30.92
			Total for Check Number 25760:	,	30.92
25761	47	Public Employees Insurance Program PR Batch 50500.03.2018 Health Insurance PR Batch 50500.03.2018 Dental	03/13/2018 PR Batch 50500.03.2018 Hea PR Batch 50500.03.2018 Den	*	2,032.62 116.10
			Total for Check Number 25761:		2,148.72
25762	80 000539	Sam's Club Oil and Floor Cleaner	03/13/2018		62.51
			Total for Check Number 25762:	8	62.51
25763	40 0321633	Truck Utilities Inc Plow wear blades	03/13/2018		135.00
			Total for Check Number 25763:		135.00
25764	3	US National Equipment Finance Inc	03/13/2018		

Check No	Vendor No	Vendor Name	Check Date	Check Amount
	Invoice No	Description	Reference	
	352466932	March Copier Contract	er e	149.00
		,	Total for Check Number 25764:	149.00
25765	90	Verizon Wireless	03/13/2018	
	9802638124	February Cell Phone		32.78
	9802638124	February Cell Phone		16.39
	9802638124	February Cell Phone		16.39
		R		45.56
			Total for Check Number 25765:	65.56
25766	7	Waste Management Inc	03/13/2018	
	7831870-0500-5	March Public Works		342.27
				1 1
		9	Total for Check Number 25766:	342.27
25767	74	Xcel Energy	03/13/2018	
	582548360	1891 Walnut Street		173.77
	582548360	1891 Walnut Street		323.68
	582604297	Larpenteur Bridge Lights		39.86
	582622275	2430 Larpenteur Avenue		14.98
			Total for Check Number 25767:	552.29
			Total for 3/13/2018:	78,211.04
				*
			Report Total (23 checks):	86,385.49
			report rotal (25 offeres).	

### LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date March 13, 2018
Consent X	ITEM NUMBER 4Q17 Investment Report
Public Hearing Discussion	CTAFE DITIAL
Action	STAFF INITIAL
Resolution Work Session	APPROVED BY ADMINISTRATOR
WOLK Session	
DESCRIPTION OF ISSUE AND	PAST COUNCIL ACTION:
Following is the Fourth Quarter Inv	vestment Report.
OPTIONS:	
or mons.	
of froms.	
of from the state of the state	
STAFF RECOMMENDATION:	
STAFF RECOMMENDATION:	, the Council acknowledges the investment report for Oc-
STAFF RECOMMENDATION:  By approving the Consent Agenda,	, the Council acknowledges the investment report for Oc-
STAFF RECOMMENDATION:  By approving the Consent Agenda,	, the Council acknowledges the investment report for Oc-
STAFF RECOMMENDATION:  By approving the Consent Agenda,	, the Council acknowledges the investment report for Oc-
STAFF RECOMMENDATION:  By approving the Consent Agenda, tober — December 2017.	, the Council acknowledges the investment report for Oc-
STAFF RECOMMENDATION:  By approving the Consent Agenda,	, the Council acknowledges the investment report for Oc-
STAFF RECOMMENDATION:  By approving the Consent Agenda, tober — December 2017.	, the Council acknowledges the investment report for Oc-

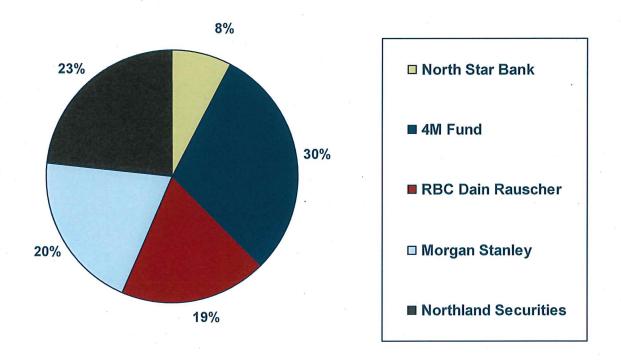


# Fourth Quarter 2017 Investment Report

### **INVESTMENTS**

As of December 31, 2017, the City had the following amounts with official depositories:

North Star Bank	\$ 272,494
4M Fund	1,026,830
RBC Dain Rauscher	648,000
Morgan Stanley	707,317
Northland Securities	811,091
*	
TOTAL	\$ 3,465,732



### **DEPOSITORIES AND INVESTMENT TYPES**

North Star Bank **Checking Account** \$ 272,494 4M Fund Joint Powers Investment \$ 1,026,830 RBC Dain Rauscher Certificates of Deposit \$ 648,000 (4) Northland Securities Money Market Account 11,091 \$ 800,000 (8) Certificates of Deposit Morgan Stanley Money Market Account 7,317 Certificates of Deposit 700,000 (7)

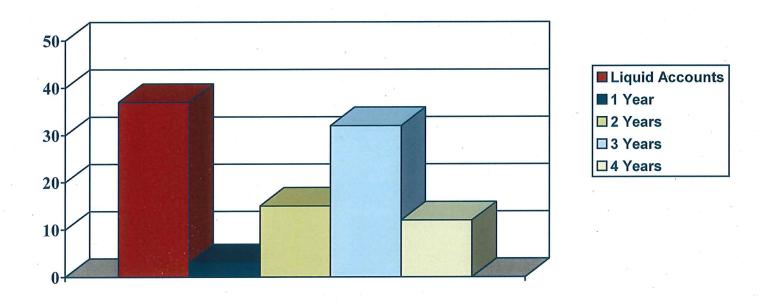
The City's Investment Policy sets some perimeters for investments, such as no more than 60% of the investment portfolio, or \$2,000,000 (whichever is less) shall be invested with any one investment company. No investments shall be made with a term over ten years unless with prior approval from the City Council.

### **INVESTMENT TERM**

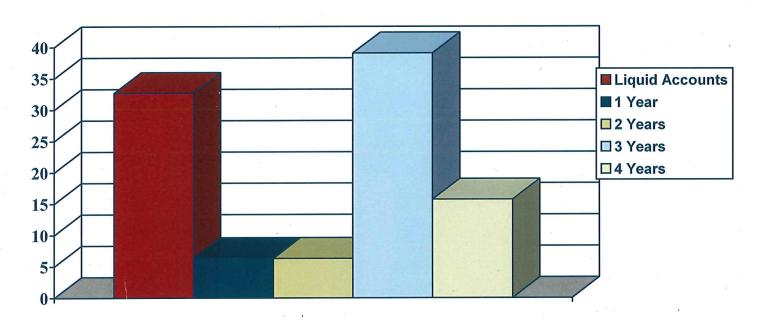
Liquid assets are money market accounts.

- 1-5 Years are made up of certificate of deposit and US Government Instrumentality Securities.
- 6-10 Years are US Government Instrumentality Securities.
- 11-15 Years are US Government Instrumentality Securities.
- 15+ Years are US Government Instrumentality Securities and bonds.
- US Government Instrumentality Securities are financial intermediaries established by the federal government to fund loans to certain groups of borrowers, such as homeowners, farmers and students. Most active issuers are Federal Home Loan Bank, Federal National Mortgage Association (Fannie Mae) and Tennessee Valley Authority. Maturities range from three months to 30 years with fixed interest rates.

### 2016 Investment Portfolio

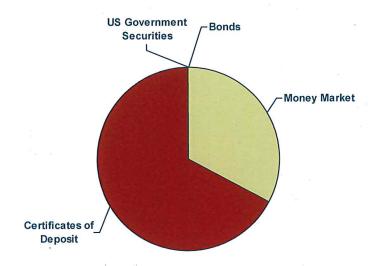


### Fourth Quarter 2017 Investment Portfolio



### **INVESTMENT TYPES**

Money Market	\$ 1,045,238
Bonds	. 0
Certificates of Deposit	2,148,000
US Government Securities	0



### **Investment Schedule**

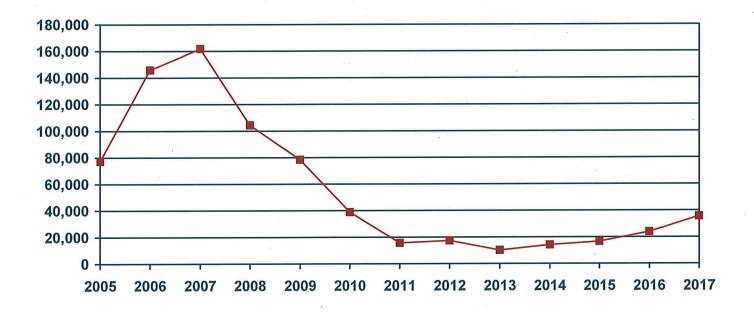
Maturity Date	Туре	Interest Rate	Investment Broker	Amount	Bank
1/4/2021	CD	2.00%	Northland	\$100,000	Medallion Bank
9/28/2020	CD	1.95%	Morgan Stanley	\$100,000	Barclay Bank
9/28/2020	CD	2.00%	RBC	\$100,000	Webbank
3/27/2020	CD	1.85%	Northland	\$100,000	Landmark Bank
12/30/2019	CD	1.70%	Morgan Stanley	\$100,000	Wells Fargo
10/28/2019	CD	2.00%	RBC	\$200,000	Capital One Glen Allen
10/28/2019	CD	2.00%	RBC	\$200,000	Capital One McLean
9/30/2019	CD	1.70%	Morgan Stanley	\$100,000	Ally Bank
9/27/2019	CD	1.70%	Morgan Stanley	\$100,000	Discover
4/15/2019	CD	1.20%	Northland	\$100,000	Ally Bank
3/4/2019	CD	1.20%	Northland	\$100,000	Key Bank
2/26/2019	CD	1.25%	Northland	\$100,000	BMW Bank
12/21/2018	CD	1.50%	Morgan Stanley	\$100,000	Discover Bank
11/5/2018	CD	1.65%	RBC	\$148,000	American Express Centurion
11/5/2018	CD	1.50%	Morgan Stanley	\$100,000	Goldman Sacks
7/2/2018	CD	1.40%	Morgan Stanley	\$100,000	Wells Fargo
6/29/2018	CD	1.40%	Northland	\$100,000	Comenity Bank
3/13/2018	CD	1.30%	Northland	\$100,000	JP Morgan
3/5/2018	CD	1.30%	Northland	\$100,000	Goldman Sacks

\$2,148,000

New investments were not purchased in the fourth quarter of 2017.

The following chart shows the interest earnings since 2005 with 2007 being our best year with earnings of \$161,884. The gradual increase in interest rates later in the year helped make 2016 the best interest investment year since 2010. Investment interest through 2017 was \$35,630.

### **INTEREST EARNINGS**



## LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	March 13, 2018
Consent Public Hearing	ITEM NUMBER	Calling of the Bond Sale
Discussion X  Action X	STAFF INITIAL	<i>B</i> 2
Resolution X	APPROVED BY AD	MINISTRATOR
Work Session		
DESCRIPTION OF ISSUE AND	PAST COUNCIL AC	CTION:
Stacie Kvilvang of Ehlers and Associaterms of the upcoming bond sale to are in the following report. To contilution 031318A.	ciates will be at the me complete the purchase	eeting to present the process and of 1795 Eustis Street. The details
		· 
		,
OPTIONS:		

### STAFF RECOMMENDATION:

Motion to adopt Resolution 031318A—A Resolution Providing for the Sale of \$1,310,000 General Obligation TIF Bonds, Series 2018A.

COUNCIL ACTION:			
		•	

Council member	introduced the following res	solution and move	ed its adoption:

### **RESOLUTION NO. 031318A**

### CITY OF LAUDERDALE RAMSEY COUNTY STATE OF MINNESOTA

### RESOLUTION PROVIDING FOR THE SALE OF \$1,310,000 GENERAL OBLIGATION TIF BONDS, SERIES 2018A

- A. WHEREAS, the City Council of the City of Lauderdale, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$1,310,000 General Obligation TIF Bonds, Series 2018A (the "Bonds"), to finance the purchase of approximately 1.69 acres of property within TIF District No. 1-2 in the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. <u>Authorization; Findings</u>. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. <u>Meeting</u>; <u>Proposal Opening</u>. The City Council shall meet at 7:30 on April 10, 2018, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. <u>Official Statement</u>. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the for	regoing resolution was duly seconded by City Council
Member	and, after full discussion thereof and upon a vote being
taken thereon, the following City Cou	ncil Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.			
Dated: January 23, 2018			
·	ATTEST:		
Mary Gaasch, Mayor	Heather Butkowski, City Clerk-Administrator		
(Seal)			



March 13, 2018

Pre-Sale Report for

City of Lauderdale, Minnesota

\$1,310,000 General Obligation TIF Bonds, Series 2018A

### City of Lauderdale, Minnesota

### Prepared by:

Stacie Kvilvang, CIPMA Senior Municipal Advisor

and

Jason Aarsvold, CIPMA Senior Municipal Advisor

and

James Lehnhoff, Municipal Advisor

### **Executive Summary of Proposed Debt**

Proposed Issue:	\$1,310,000 General Obligation TIF Bonds, Series 2018A
Purpose:	The purpose of the proposed General Obligation Tax Increment Financing ("TIF") Bonds, Series 2018A, is to finance the purchase of approximately 1.69 acres of property within TIF District No. 1-2 (Chinese Church building).
Authority:	The Bonds are being issued pursuant to Minnesota Statutes, Chapters:
	<ul> <li>469 – Tax Increment Bonding</li> <li>475 – General Bonding Authority</li> </ul>
,	Because the City anticipates paying for at least 20% of the project costs with TIF from District No. 1-2, the Bonds can be a general obligation without a referendum and will not count against the City's debt limit.
	The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.
Term/Call Feature:	These Bonds are temporary bonds being issued for a 3-year term. Principal on the Bonds will be due on February 1, 2021. Interest is payable every six months beginning February 1, 2019. Interest will be paid from Bond proceeds deposited into a Capitalized Interest Fund.
	The Bonds maturing on and after February 1, 2020 will be subject to prepayment at the discretion of the City on February 1, 2019 or any date thereafter.
Bank Qualification:	Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as "bank qualified" obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.
Rating:	The City will request a rating from Standard & Poor's for the Bonds.
	If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.
Basis for Recommendation:	Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option for the following reasons:
	This is a viable option available to finance this type of purchase under State law.



	<ul> <li>This is the most overall cost-effective option that still maintains future flexibility for repayment of the debt.</li> <li>General obligation bonds provide the lowest possible interest cost.</li> </ul>
Method of Sale/Placement:	In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.  We have included an allowance for discount bidding equal to 0.600% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.
	If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.
	<b>Premium Bids:</b> Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium."  The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.
· .	For this issue of Bonds, we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.
	You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.
Continuing Disclosure:	Because the City has less than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide its Audited Financial Statements annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the "MSRB"), as required by rules of the Securities and Exchange Commission (SEC). The City is now obligated to provide such reports, and has contracted with Ehlers to prepare and file the reports on the City's behalf.
Arbitrage Monitoring:	Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds



	and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. You will be contracting with Ehlers to assist you with compliance with these rules.
Risk Factors:	If the future tax increment revenues from TIF District No. 1-2 are insufficient to cover debt service, the City will have to levy taxes to make up the shortfall.
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. For services you have not previously required, we have identified a service provider. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services please contact us.
	Bond Attorney: Kennedy & Graven, Chartered
	Paying Agent: Bond Trust Services Corporation
	Rating Agency: Standard & Poor's Global Ratings (S&P)

This presale report summarizes our understanding of the City's objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City's objectives.



### Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	March 13, 2018
Distribute Official Statement:	Week of March 26, 2018
Conference with Rating Agency:	Week of April 5, 2018
City Council Meeting to Award Sale of the Bonds:	April 10, 2018
Estimated Closing Date:	May 1, 2018

### Attachments

Sources and Uses of Funds

Proposed Debt Service Schedule

Resolution Authorizing Ehlers to Proceed with Bond Sale

### **Ehlers Contacts**

Municipal Advisors:	Stacie Kvilvang	(651) 697-8506
	Jason Aarsvold	(651) 697-8512
	James Lehnhoff	(651) 697-8552
Disclosure Coordinator:	Silvia Johnson	(651) 697-8580
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.



\$1,310,000 General Obligation TIF Bonds, Series 2018A Assumes Current Market BQ AA- Rates plus 25bps

### Sources & Uses

Dated 05/01/2018 | Delivered 05/01/2018

Sources Of	Func	S
------------	------	---

Par Amount of Bonds	*	\$1,310,000.00
Total Sources		\$1.310,000.00
Total Sources		31,310,000.00

### Uses Of Funds

Total Underwriter's Discount (0.600%)	7,860.00
Costs of Issuance	35,000.00
Deposit to Capitalized Interest (CIF) Fund	64,845.00
Deposit to Project Construction Fund	1,200,000.00
Rounding Amount	2,295.00

Total Uses \$1,310,000.00

\$1,310,000 General Obligation TIF Bonds, Series 2018A Assumes Current Market BQ AA- Rates plus 25bps

### **Debt Service Schedule**

Fiscal Tota	Total P+I	Interest	Coupon	Principal	Date
. ,	i <del>-</del>	-	-		05/01/2018
21,615.00	21,615.00	21,615.00	-	-	02/01/2019
	14,410.00	14,410.00	-	-	08/01/2019
28,820.00	14,410.00	14,410.00		-	02/01/2020
	14,410.00	14,410.00	`= .	-	08/01/2020
1,338,820.00	1,324,410.00	14,410.00	2.200%	1,310,000.00	02/01/2021
	\$1,389,255.00	\$79,255.00	-	\$1,310,000.00	Total

### **Yield Statistics**

Bond Year Dollars	\$3,602.50
Average Life	2.750 Years
Average Coupon	2.2000000%
Net Interest Cost (NIC)	2.4181818%
True Interest Cost (TIC)	2.4250038%
Bond Yield for Arbitrage Purposes	2.1983227%
All Inclusive Cost (AIC)	3.4547162%

### IRS Form 8038

Net Interest Cost	2.2000000%
Weighted Average Maturity	2.750 Years

\$1,310,000 General Obligation TIF Bonds, Series 2018A Assumes Current Market BQ AA- Rates plus 25bps

### **Detail Costs Of Issuance**

Dated 05/01/2018 | Delivered 05/01/2018

### **COSTS OF ISSUANCE DETAIL**

Financial Advisor	\$16,000.00
Bond Counsel	\$8,500.00
Rating Agency Fee	\$9,500.00
Miscellaneous	\$1,000.00
	.,
TOTAL	\$35,000.0

\$1,310,000 General Obligation TIF Bonds, Series 2018A Assumes Current Market BQ AA- Rates plus 25bps

### **Debt Service Schedule**

Principal	Coupon	Interest	Total P+I	CIF	Net New D/S	Fiscal Tota
-	-	-	-	-	-	
	-	21,615.00	21,615.00	(21,615.00)	5_	19
	_	14,410.00	14,410.00	(14,410.00)	=	
=	-	14,410.00	14,410.00	(14,410.00)	-	1.5
_	-	14,410.00	14,410.00	(14,410.00)	-	10
1,310,000.00	2.200%	14,410.00	1,324,410.00	-	1,324,410.00	1,324,410.00
\$1,310,000.00	-	\$79,255.00	\$1,389,255.00	(64,845.00)	\$1,324,410.00	
Dates				v *		
						5/01/2018
ite						2/01/2019
	1,310,000.00 \$1,310,000.00	1,310,000.00 2.200% \$1,310,000.00 -	21,615.00 - 14,410.00 - 14,410.00 - 14,410.00 1,310,000.00 2.200% 14,410.00 \$1,310,000.00 - \$79,255.00	21,615.00 21,615.00 - 14,410.00 14,410.00 - 14,410.00 14,410.00 - 14,410.00 14,410.00 1,310,000.00 2.200% 14,410.00 1,324,410.00 \$1,310,000.00 - \$79,255.00 \$1,389,255.00	21,615.00 21,615.00 (21,615.00) 14,410.00 14,410.00 (14,410.00) 14,410.00 14,410.00 (14,410.00) 14,410.00 14,410.00 (14,410.00) 1,310,000.00 2.200% 14,410.00 1,324,410.00 -  \$1,310,000.00 - \$79,255.00 \$1,389,255.00 (64,845.00)	21,615.00 21,615.00 (21,615.00) 14,410.00 14,410.00 (14,410.00) - 14,410.00 (14,410.00) - 14,410.00 (14,410.00) - 14,410.00 14,410.00 (14,410.00) - 1,310,000.00 2.200% 14,410.00 1,324,410.00 - 1,324,410.00

### **Yield Statistics**

Bond Year Dollars	\$3,602.50
Average Life	2.750 Years
Average Coupon	2.2000000%
Net Interest Cost (NIC)	2.4181818%
True Interest Cost (TIC)	2.4250038%
Bond Yield for Arbitrage Purposes	2.1983227%
All Inclusive Cost (AIC)	3.4547162%

### IRS Form 8038

Net Interest Cost		2.2000000%
Weighted Average Maturity		2.750 Years

## LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	March 13, 2018		
Consent	ITEM NUMBER	Ehlers Engagement Letter		
Public Hearing Discussion X		1.10-		
Action X	STAFF INITIAL			
Resolution	APPROVED BY AD	MINISTRATOR		
Work Session				
DESCRIPTION OF ISSUE AND	PAST COUNCIL AC	TION:		
In advance of the bond sale in April ed. The first is the following agreer going disclosures required by the Se	nent to retain Ehlers as	the dissemination agent for on-		
	•			
÷				
·				
OPTIONS:		Access to the first to the firs		
STAFF RECOMMENDATION:				
Motion to ratify the Letter of Engagement with Ehlers & Associates as presented.				
COUNCIL ACTION:	and the second s	Control of the Contro		



February 26, 2018

Heather Butkowski City Administrator City of Lauderdale 1891 Walnut St. Lauderdale, MN 55113-5137

Re: Letter of Engagement to Retain Ehlers as Dissemination Agent for Issuer Continuing Disclosure Required Under Securities and Exchange Commission (SEC) Rule 15c2-12 (the "Rule")

As an issuer of municipal securities, the City of Lauderdale ("Issuer") is required to comply with all continuing disclosure obligations enumerated in the Continuing Disclosure Agreement/Certificate/Undertaking (CDU) associated with each issue of securities subject to the Rule. Many Issuers have CDU's that vary significantly from one CDU to another. Ehlers & Associates, Inc. ("Ehlers") can help you comply with all CDU obligations as Dissemination Agent. Fulfilling this obligation requires research, preparation and filing of disclosure reports within specific time frames.

This Letter of Engagement ("Letter") is being presented to memorialize and clarify the terms of the Issuer's engagement of Ehlers as the Issuer's Dissemination Agent. In this regard, Ehlers agrees to provide Issuer with those services described in Appendix A ("Services"). Ehlers shall be entitled to compensation by the Issuer also as described in Appendix A.

This Letter shall be effective as of the date of its execution by the Issuer and shall remain in effect for a period of one (1) year (the "Initial Term"). This Letter shall renew automatically on each anniversary of the effective date of this Letter (each an "Additional Term"). Notwithstanding the foregoing, this Letter may be terminated by either party upon sixty (60) days prior written notice. The Initial Term and each Additional Term shall collectively be referred to herein as the "Term".

In order to perform the engagement, Issuer agrees to provide Ehlers all documents and information as are deemed necessary to fulfill the Issuer's reporting requirements under each respective CDU, and within the applicable timeframe(s) ("Disclosure Information"). With respect to Issuer's obligation to report the occurrence of any event for which a material event notice ("Event Notice") is to be filed, Issuer shall provide Disclosure Information related to the event to Ehlers within five (5) days of its occurrence. All other Disclosure Information must be provided to Ehlers within fourteen (14) days of Issuer's receipt of any such request from Ehlers. If Issuer fails to provide any Disclosure Information to Ehlers in accordance with the foregoing, Ehlers shall not be held liable for any reason in the event that any necessary disclosure filing is



not disseminated to the appropriate party within the applicable timeframe(s). Further, if for any reason Issuer fails to provide required Disclosure Information to Ehlers in accordance with the foregoing and Issuer's delay results in any disclosure filing being after a stated deadline, Ehlers shall, without further direction or instruction from Issuer, file a notice(s) with the applicable recipient submitting information provided by Issuer, if any, and/or describing the failure and providing any other information as Ehlers deems appropriate.

Ehlers shall deem all Disclosure Information provided to it by the Issuer to be accurate and free of defect, as well as not containing any material misstatements, falsehoods, or omissions of fact. Issuer acknowledges that Ehlers shall be entitled to rely on all Disclosure Information provided by the Issuer without further investigation as to its completeness or accuracy.

Issuer shall indemnify, hold harmless and defend Ehlers from and against any damages, costs or other liabilities (including reasonable attorneys' fees) arising from or relating to any breach of this Letter by Issuer, including, but not limited to, damages, costs and other liabilities arising out of any Disclosure Information received and disseminated by Ehlers. Further, in no event shall Ehlers' total aggregate liability under this Letter be in excess of the amount of fees paid by Issuer to Ehlers during the Term then in effect notwithstanding anything contained herein. In addition, Issuer acknowledges that Ehlers shall not be responsible and/or liable for any errors, misstatements or omissions associated with any continuing disclosure report or filing, or for the correction thereof, that was prepared or disseminated by any party other than Ehlers.

This Letter constitutes the entire agreement between the parties and is intended to supersede any and all agreements, whether oral or written, between the parties that were entered into relative to the subject matter hereof prior to the effective date of this Letter. No amendment or modification of this Letter shall be deemed valid unless made in writing and signed by both parties.

This Letter covers the Issuer's current outstanding securities. The Issuer may request in writing that Ehlers act as the Dissemination Agent on any future securities subject to the Rule.

If our engagement under the terms of this Letter is acceptable, please sign this Letter in the appropriate signature block below and return a signed copy to us for our records. If, however, you do not wish to engage our services, please note that election and return a copy of this Letter to us.

Please contact me if you have any questions or would like to discuss our engagement further.

Sincerely,

**Ehlers** 

Stacie Kvilvang Senior Municipal Advisor

### SO ACCEPTED BY ISSUER

Issuer hereby accepts this	Letter and engages	s Ehlers to	provide the	e services noted	d herein and	executes this	S
Letter as of the date noted	below:						
.d		1					

By: Alether Bitkowskie Date: 2-27-18

### SO <u>DECLINED</u> BY ISSUER

Issuer hereby acknowledges that it will be responsible for updating and submitting all necessary continuing disclosure reports and filings as may be required of Issuer without the assistance of Ehlers. Issuer further acknowledges and agrees that Ehlers assumes no responsibility for the compilation and/or submission of any such continuing disclosure reports or filings.

By:	 Title:	
Name:	Date:	•

### APPENDIX A

### EHLERS DISSEMINATION AGENT SERVICES AND FEES

Ehlers' continuing disclosure services are designed to assist the Issuer in meeting its continuing disclosure obligations. Depending on the size of a transaction and the total amount of debt outstanding at the time of issuance, different debt issues may be subject to different reporting requirements. Ehlers will provide the services identified below, which are reflective of the Issuer's requirements under its respective Continuing Disclosure Undertaking (CDU). In no event will Ehlers assist Issuer with assessing whether information provided or omitted as part of an annual filing is "material" or whether an event is "material" under the federal securities laws requiring the filing of an event notice pursuant to a CDU. If the Issuer accepts this letter and engages Ehlers as the Dissemination Agent, Ehlers shall provide the following services and charge the following fees:

### Full Disclosure Services.

### **Background**

Since 1995, Securities and Exchange Commission (SEC) rule 15c2-12 (the "Rule") has required underwriters of municipal securities to ensure that issuers are obligated to provide periodic reporting of specific information with respect to certain issues of municipal securities. An issuer is classified as a "full disclosure" reporting entity when it issues securities subject to the Rule in an amount of \$1 million or more, and further provided that total securities subject to the Rule and currently outstanding exceed \$10 million. Full disclosure reporting entities must:

- File reports consisting of specific information at least annually with the Municipal Securities Rulemaking Board's (MSRB) Electronic Municipal Market Access (EMMA) system (http://emma.msrb.org).
- File "Event Notices" regarding enumerated events specified in SEC rules and CDUs within 10 business days of occurrence. Event Notices are filed through the same EMMA system.

#### **Description of Services**

Issuer engages Ehlers to provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings in connection with all outstanding debt issues of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all existing and future securities of the Issuer subject to the Rule and having continuing disclosure requirements. Ehlers shall provide these services for any other securities of the Issuer when requested in writing by the Issuer.

### Annual Filings, or More Frequently, if Required

- a. Review and catalog of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to current and future issues of securities subject to the Rule.
- b. Creation of a timetable for the anticipated schedule of events relating to the preparation of Issuer's annual (or more frequently, if required) continuing disclosure report.
- c. Collection of information from third parties and Issuer, as applicable, to the extent necessary to prepare the annual (or more frequently, if required) continuing disclosure report.
- d. Preparing the annual (or more frequently, if required) continuing disclosure report in a standardized format acceptable for submission to the EMMA system, or any future industry standard.

- e. Submission of the annual (or more frequently, if required) continuing disclosure report and any Event Notices to the designated recipient based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- f. Delivering a copy of any report or notice submitted in accordance with (e. above) to Issuer for its records, as well as confirmations of receipt of filing(s).
- g. Respond to Underwriter/Investor inquiries and requests.
- h. Providing recommendations to Issuer relating to future continuing disclosure related matters.

#### **Event Notices**

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice" and the required reporting period for such notices.
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, preparing, filing, and providing confirmation of filing the required Event Notice.

### **Description of Fees**

Full Disclosure Services fees shall be assessed as follows:

Number of Issuer Continuing Disclosure Undertakings	Annual Fee
One (1) to three (3) CDU's	\$2,800
Four (4) to six (6) CDU's	\$3,300
Seven (7) or more CDU's	\$3,800

Plus any out of pocket expenses.

### Special Circumstances

If an Issuer's CDU requires periodic filings (quarterly or semiannually) in addition to the annual filings, a fee of \$500 per required CDU filing shall be assessed.

#### Limited Disclosure Services.

### Background

In 2009, the Securities and Exchange Commission put into place revised rules regarding a limited scope of continuing disclosure requirements for certain municipal securities issuers. These rules apply to any securities issued on or after July 1, 2009 in amounts of \$1 million or more and where the Issuer's total amount of principal outstanding and subject to the Rule is less than \$10 million upon issuance. Any issuer meeting the aforementioned parameters must comply with a limited disclosure undertaking and file annual reports. Issuers subject to limited disclosure requirements must file audited financial statements (or unaudited financial statements if allowed under a CDU) on an annual basis, rather than both financial statements and operating and statistical data.

#### **Description of Services**

Ehlers shall provide the following services in connection with the preparation and dissemination of Issuer's continuing disclosure reports and Event Notice filings for all current and future outstanding securities of Issuer subject to the Rule and for which continuing disclosure reports or filings are required. During the Term of the engagement, Ehlers shall provide the services hereinafter described with respect to all future issuances for which Ehlers provides municipal advisory services and that have continuing disclosure requirements. Ehlers will also provide these services for any other issues when requested in writing by the Issuer.

Services to be provided are as follows:

### **Annual Filings**

- a. Review of all Continuing Disclosure Agreement/Certificate/Undertaking (CDU)'s of Issuer relative to currently outstanding issuances.
- b. Creation of a timetable for the anticipated schedule of events relating to the dissemination of Issuer's annual updated financial information and operating data.
- c. Submitting the Issuer's annual financial statements to the designated recipient thereof based on the applicable CDU's of Issuer and all laws, rules and regulations relative thereto.
- d. Delivering a copy of any report or notice submitted in accordance with (c above) to Issuer for its records.
- e. Respond to Underwriter/Investor inquires and requests.
- f. Providing recommendations to Issuer relating to future continuing disclosure related matters.

### **Event Notices**

- a. Informing Issuer of the types of events that may require the filing of an "Event Notice".
- b. Notifying Issuer of any information Ehlers discovers that may require the filing of an Event Notice, and preparation and filing of the required Event Notice.
- c. Upon notification by Issuer of any circumstances that may require the filing of an Event Notice, prepare and file the required Event Notice.

### **Description of Fees**

Limited Disclosure Services shall be provided annually for a fee of \$750.

### **Future Fee Changes**

Ehlers reserves the right to adjust fees during the Term of the engagement without prior consent of the Issuer, but not more than annually. Prior to any fee adjustments, the Issuer will be notified in writing of the revised fees and their effective date.

### APPENDIX B

### **EVENT NOTICES**

If any one of the listed events occurs in relation to the Issuer and/or any of the Issuer's securities subject to this agreement, you must notify Ehlers at the earliest possible time to discuss the applicability and the need for any filing of an Event Notice. The Issuer may also wish to discuss the matter with its legal counsel to gauge materiality of any occurrence.

### **Mandatory Event Notices**

- Principal and interest payment delinquencies
- Non-payment related defaults, if material
- Unscheduled draws on debt service reserves reflecting financial difficulties
- Unscheduled draws on credit enhancements reflecting financial difficulties
- Substitution of credit or liquidity providers or their failure to perform
- Adverse tax opinions, IRS notices or material events affecting the tax status of the security
- Modifications to rights of security holders, if material
- Bond calls, if material
- Defeasances
- Release, substitution or sale of property securing repayment of the securities, if material
- Rating changes
- Tender offers
- Bankruptcy, insolvency, receivership or similar event of the obligated person
- Merger, consolidation, or acquisition of the obligated person, if material
- Appointment of a successor or additional trustee, or the change of name of a trustee, if material

### Additional / Voluntary Event-Based Disclosures

- Amendment to continuing disclosure undertaking
- Change in obligated person
- Notice to investors pursuant to bond documents
- Certain communications from the Internal Revenue Service
- Secondary market purchases
- Bid for auction rate or other securities
- Capital or other financing plan
- Litigation / enforcement action
- Change of tender agent, remarketing agent, or other on-going party
- Derivative or other similar transaction
- Other event-based disclosures

### LAUDERDALE COUNCIL ACTION FORM

Action Requested	Meeting Date	>	March 13, 2018					
Consent Public Hearing	ITEM NUM	IBER	_Post-Issuance Compliance					
DiscussionX	STAFF INI	ΓΙΑΙ	AB					
ActionX Resolution			NIGTO A TOD					
Work Session	APPROVE	J BY ADMI	NISTRATOR					
DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:								
In advance of the bond sale in April, the following agreement with Ehlers and Associates for								
post-issuance debt compliance is no	ecessary.							
•								
OPELONG								
OPTIONS:		•						
STAFF RECOMMENDATION:								
Motion to enter into the Agreement for Post Issuance Debt Compliance Policy and Procedures Templates with Ehlers and Associates.								
dones i empiaces mui miens and ri	222 0 1000001							
COUNCIL ACTION:								

### AGREEMENT FOR POST-ISSUANCE DEBT COMPLIANCE POLICY AND PROCEDURES TEMPLATES

City of Lauderdale 1891 Walnut St. Lauderdale, MN 55113

Effective as of March 1, 2018

Ehlers & Associates, Inc. ("Ehlers") and the City of Lauderdale, Minnesota ("Client") do hereby mutually agree to the following with regard to post-issuance debt compliance policy and procedures templates. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, it is agreed by and between Ehlers and Client as follows:

The tax-exempt status of a debt obligation is contingent on compliance with all applicable state and federal laws at the time of issuance and throughout the term of the obligation. Such compliance requires Client to undertake certain recordkeeping and computational activities. In an effort to assist Client with these activities, Ehlers will provide Client with post-issuance debt compliance policy and procedures templates, all as more particularly described in this Agreement.

### **EHLERS RESPONSIBILITIES - SCOPE**

Ehlers agrees to provide the following:

- 1. initial post-issuance debt compliance policy and procedures templates;
- 2. updates to the post-issuance debt compliance policy and procedures templates as determined by the Client; and
- 3. post-issuance debt compliance training and consultation as determined by the Client.

### FEE ARRANGEMENT

Ehlers will charge Client fees in accordance with the fee schedule set forth below.

Fee Sc	hedule
Initial post-issuance debt compliance policy and procedures templates	\$500
Updates to post-issuance debt compliance policy and procedures templates	\$200 per update
Post-issuance debt compliance training and consultation	\$200 per hour

Ehlers will invoice Client for the amount due. The invoice is due and payable by the Client within 60 days of the invoice date.

### LIMIT OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall be limited to the fees paid by Client to Ehlers under this Agreement. The Client understands they are ultimately responsible for the sufficiency of the language of the post-issuance debt compliance policy and procedures, ensuring that the post-issuance debt compliance policy and procedures are implemented and updated on a regular and as needed basis. Client, and not Ehlers, shall be responsible for any payment due to the Internal Revenue Service, including any rebate amount or yield reduction payment and any interest or penalty for failure to make timely payments on any tax-exempt debt obligation. Under no circumstances shall any employee or agent of Ehlers have any personal liability arising out of this Agreement and no party shall seek or claim any such personal liability.

### NO THIRD PARTY BENEFICIARY

No third party shall have any rights or remedies under this Agreement. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, limited liability company, association, or corporation shall acquire or have any rights under this Agreement.

### CONFIDENTIALITY: DISCLOSURE OF INFORMATION

<u>Client Information</u> All information, files, records, memoranda and other data of the Client ("Client Information") shall be deemed by the parties to be the property of Client. Ehlers may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

Ehlers Information Client acknowledges that in connection with the performance by Ehlers of its duties hereunder, Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of Ehlers ("Ehlers Information"). Client acknowledges that all Ehlers Information, except reports prepared by Ehlers for the Client, is confidential and proprietary to Ehlers, and agrees that Client will not, directly or indirectly; disclose the same or any part thereof to any person or entity except with the express written consent of Ehlers.

### **TERM / TERMINATION OF CONTRACT**

This Agreement shall begin on the effective date stated above. Either party may terminate this Agreement with or without cause at any time by sending written notice of termination to the other party at least 30 days prior to the effective date of termination. Termination of this Agreement shall extend to the termination of all Addenda to this Agreement. Should this Agreement be terminated, Ehlers shall be relieved of all liability in connection with this Agreement and Addenda to this Agreement.

### SEVERABILITY

To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

### **ENTIRE AGREEMENT**

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Client and Ehlers other than as set forth herein. Except or otherwise expressly provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be

### **AMENDMENT**

Ehlers and Client may mutually agree in writing to amend the terms covered by this Agreement (which amendment shall be reflected in an Addendum to this Agreement), including the scope and the fee arrangement, at any time. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration, or amendment is reduced to writing and duly executed by both parties hereto.

### **GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

### NOTICE

All notices given shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

If to Ehlers:

City of Lauderdale 1891 Walnut St. Lauderdale, MN 55113 Attention: City Administrator Ehlers & Associates, Inc. 3060 Centre Pointe Drive Roseville, MN 55113 Attention: President

In Witness V	Whereof, the parti	es have exec	uted this A	greement this	ss day of_	MA	ect	
20_18								
							,	•

Ehlers & Associates, Inc.

(b. 1

Title:

le: MRESIDEN

### LAUDERDALE COUNCIL ACTION FORM

Action Requested		Meeting Date	March 13, 2018
Consent Public Hearing Discussion Action X Resolution Work Session	4	ITEM NUMBER STAFF INITIAL APPROVED BY ADM	Sewer Lining Project  HD  IINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Previously, the Council authorized the city engineer to prepare specifications for this summer's sanitary sewer lining project. The project's specifications are attached along with the anticipated cost of the project. The project is in line with the \$100,000 we budgeted to spend knowing that about 25% of the project costs will be covered by the inflow and infiltration grant the City received from the Metropolitan Council.

### STAFF RECOMMENDATION:

Motion to approve letting of the plans and authorize bidding of the 2018 sanitary sewer lining project.

### LAUDERDALE, MINNESOTA

# CITY OF LAUDERDALE

### 2018 LAUDERDALE SANITARY SEWER LINING PROJECT

STANTEC PROJECT NO. 193804224

### 2018 CITY OFFICIALS

COUNCIL

MARY GAASCH KELLY DOLPHIN JEFFREY DAINS

HEATHER BUTKOWSKI ROXANNE GROVE ANDI MOFFATT

**ADMINISTRATOR** 

COUNCILMEMBER COUNCILMEMBER COUNCILMEMBER

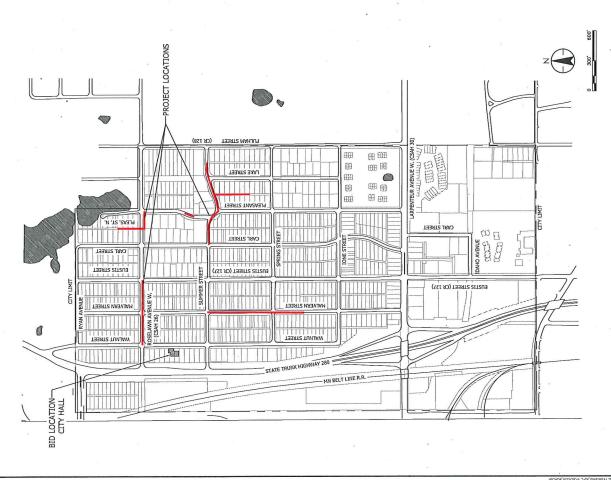
COUNCILMEMBER

SHEET INDEX

G0.01 C1.01 C4.01 - C4.02

4 - SHEETS TOTAL

## \*THESE PLANS ARE TO BE PRINTED IN COLOR





2018 LAUDERDALE SANITARY SEWER LINING PROJECT

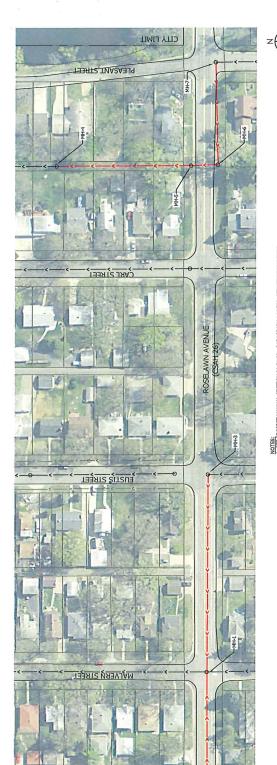
**LAUDERDALE, MINNESOTA** 

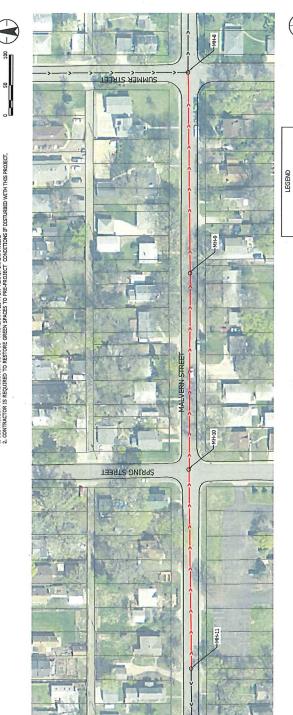
SANITARY SEWER TO BE LINED EXISTING SANITARY SEWER



SESSE HORMOY SE W WWW. Lighton SE W

Stantec





SANITA	SANITARY SEWER PIPE INFORMATION	PIPE INFO	RIVIALION
STRUC	STRUCTURE TO STRUCTURE	PIPE LENGTH (LF)	PIPE DIAMETER (IN)
1	2	320	8
Н	m	328	×
4	5	225	<b>∞</b>
Ŋ	9	44	∞
9	7	170	∞
∞	ი	333	×
6	10	326	∞
10	11	330	∞

\* PIPE SEGMENT INCLUDED IN ALTERNATE NO. 1

WALNUT, STREET

**LAUDERDALE, MINNESOTA** 

2018 LAUDERDALE SANITARY SEWER LINING PROJECT









SANITARY SEWER TO BE LINED
 CONTROL SANITARY SEWER
 EMSTING FORCE MAIN

LEGEND

MOTES. 1. SEE PROJECT MANUAL SECTION 01.31 00 - PARAGRAPH LOF POR PERVITINFORMATION. 2. COMPACTOR IS REQUIRED TO RESTORE GREEB SPACES TO PRE-PROJECT. CONDITIONS IF DISTURBED WITH THIS PROJECT.



Stantec Stantec

### COST ESTIMATE 2018 SANITARY SEWER LINING IMPROVEMENTS March 8, 2018 193804224

	2018 SANITARY SEWER LINING IMPRO	VEMENTS			PROJECT
ITEM NO.	ITEM DISCRIPTION	UNIT	QNTY	UNIT PRICE	TOTAL
BASE BID					
1	MOBILIZATION	LS	l	\$5,000	\$5,000
2	TRAFFIC CONTROL	LS	1	\$1,000	\$1,000
3	SEWER REHABILITATION WITH CIPP, 8"	LF	3,250	\$23	\$73,12
4	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	39	\$400	\$15,600
	TOTAL BASE BID				\$94,725
	THE A PLOWING DIPERSON IN				
ALIERNAIL	NO. 1: BACKYARD PIPE SEGMENTS				
5	SEWER REHABILITATION WITH CIPP, 8"	LF	225	\$27	\$6,073
6	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	4	\$425	\$1,700
	TOTAL ALTERNATE NO. 1				\$7,77
				0.41757714757	07.00 =00.00
TOTAL ESTIMATED CONSTRUCTION COST (INCLUDING ALTERNATE)				\$102,500.00	
INDIRECT COSTS				DIRECT COSTS	\$23,000.00
TOTAL ESTIMATED PROJECT COST					\$125,500.0