

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, APRIL 24, 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 April 10, 2018 City Council Meeting
 - c. Claims Totaling \$22,743.59
4. **CONSENT**
 - a. March Financial Report
 - b. First Quarter 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.

 - a. Rental Housing Ordinance Revisions – Ordinance No. 18-01
8. **DISCUSSION / ACTION ITEM**
 - a. Resolution 042418A – Authorizing Publication of Ordinance No. 18-01 by Title and Summary
 - b. Fee Schedule Amendments
 - c. Award 2018 Sanitary Sewer Lining Project
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Comprehensive Plan Public Hearing – May 22
 - b. Fire Department Annual Report – May 22
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. Parks Planning Project
- c. Community Development Update

13. CLOSED SESSION

- a. Develop and Consider Offers for the Purchase of Real Property – 1825 Eustis Street

14. ADJOURNMENT

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

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April 10, 2018

Roll Call

Mayor Gaasch called the Regular City Council meeting to order at 7:31 p.m.

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

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 Dains 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 Dains moved and seconded by Councilor Grove to approve the minutes of the March 27, 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 Grove to approve the claims totaling \$98,089.52. Motion carried unanimously.

Informational Presentations/Reports

A. Annual Police Department Report, Chief Jon Mangseth

Police Chief Mangseth presented the Annual Police Report. He identified the occurrence of Part I and Part II crimes in 2017. He spoke at length regarding the training the officers have undertaken and their cooperation with the Department of Justice COPS program.

Mayor Gaasch called for a recess at 8:30 p.m. and the meeting resumed at 8:35 p.m.

B. Summer Festival Update

Bownik presented summer festival plans. The city-wide garage sale and tours of the former Lauderdale School are being held on May 19. The Farmers Market will return to Community Park from June to September; entertainment is being booked. Additionally, a Day in the Park planning session is scheduled for May 14 at 6:30 p.m. at City Hall.

C. City Council Updates

Mayor Gaasch stated that she will be attending a Metro Cities meeting on April 19.

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Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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April 10, 2018

Discussion/Action Items

A. Resolution No. 041018A – Awarding the Sale of Bonds to Purchase 1795 Eustis Street
James Lehnhoff of Ehlers and Associates presented the results of the bond sale that took place the morning of April 10. The offers were competitive and as a result the principal amount was reduced to \$1,295,000 from \$1,310,000.

Councilor Moffatt moved to adopt Resolution 041018A – A Resolution Awarding the Sale of General Obligation Tax Increment Revenue Bonds, Series 2018A, in the Original Aggregate Principal Amount of \$1,295,000; Fixing their Form and Specifications; Directing their Execution and Delivery; Providing for their Payment; and Authorizing the Execution of Documents in Connection Therewith. The motion was seconded by Councilor Dolphin and carried unanimously.

B. Resolution No. 041018B – Supporting Local Decision-Making Authority

The City Council regularly discusses legislative attempts to control or limit local government authority. The League of Minnesota Cities is asking member cities to consider adopting a resolution in an effort to combat the usurpation of local control. City council members hold election certificates and are subject to the same referendum of their decision making authority as the state legislators.

Councilor Dains moved to adopt Resolution 041018B – A Resolution Supporting Local Decision-Making Authority. The motion was seconded by Councilor Dolphin and carried unanimously.

C. Amendments to the *Amended and Restated Development Plan* with Greenway Village Apartments

Greenway Village Apartments requested an amendment to the Amended and Restated Development Plan (Plan) agreed to in 2015 after they purchased their property from Luther Seminary. At that time, they intended to open a fitness center in the building that previously housed a radio station. The building was expanded but they ultimately decided not to open the fitness center.

As Sonshine Learning Center (SLC) was operating on the site prior to their purchase, the Plan permitted daycare centers as an allowed use on the site but not in the building that was expected to be a fitness center. As Greenway Village Apartments continues their apartment remodeling plans, they intend to return the apartments used for the daycare center back to apartments. As the fitness center building is available, they would like to amend the Plan to allow for the daycare center to move into the fitness center building. As a daycare center has operated on the site for many years, limited impact is expected from the change with regard to traffic or noise.

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

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April 10, 2018

Councilor Moffatt moved to approve the First Amendment to the Amended and Restated Development Plan. The motion was seconded by Councilor Grove and carried unanimously.

D. Absentee Ballot Administration for 2018 Elections

Election season is underway. Lauderdale is one of five Ramsey County cities that still administer voting in-house. The others are Maplewood, Shoreview, Little Canada, and New Brighton. As election laws and equipment have become more complicated, the other cities have Ramsey County run their elections. As more cities chose this path, the County is opening more polling places for voters, regardless of what city in Ramsey County they live in, to vote. This will be better for all voters as early voting becomes more prevalent.

Staff believe the ability to vote locally is an essential service we offer residents and plan to offer the service again unless the Council proposes otherwise. The County will provide assistance as requested per the memo presented. Staff suggested selecting Option A as it worked well two year ago. With option A, staff administer absentee voting to residents at City Hall up to the week prior to the election. The week prior to the election, we offer early voting whereby voters put their ballot directly into the ballot counter. Staff transports the ballots to Ramsey County at the end of each day. All of the mailed ballots are returned directly to the County to be processed. The cost is \$3.94 per ballot, but makes administering absentee balloting in-house manageable for the staff we have.

Councilor Grove moved to approve having Ramsey County Elections provide absentee voting services as defined as Option A in the document provided at a cost of \$3.94 per ballot. The motion was seconded by Councilor Dains and carried unanimously.

Set Agenda for Next Meeting

Administrator Butkowski stated that the next council meeting may include the March Financial Report, Rental Housing Ordinance revisions, park improvement discussion, and information on the invasive species grant.

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. Community Development Update

Butkowski informed the Council that she has an upcoming meeting with a potential developer for 1795 Eustis Street, the first public hearing for the Comprehensive Plan is scheduled for May 22, and the city and county engineers met to discuss Eustis Street and Roselawn Avenue.

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

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April 10, 2018

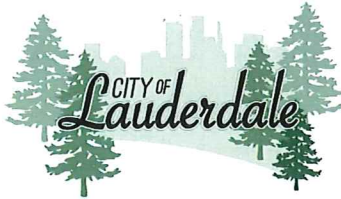
Adjournment

Councilor Dains moved and seconded by Councilor Moffatt to adjourn the meeting at 9:21 p.m.
Motion carried unanimously.

Respectfully submitted,

A handwritten signature in cursive script that reads "Miles Cline".

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

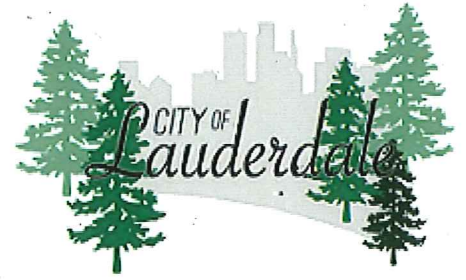
To: Mayor and City Council
From: City Administrator
Meeting Date: April 24, 2018
Subject: List of Claims

The claims totaling \$22,743.59 are provided for City Council review and approval that includes check numbers 25803 to 25819.

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 PR Batch 50800.04.2018 PERA Coordinated PR Batch 50800.04.2018 PERA Coordinated	04/20/2018 PR Batch 50800.04.2018 PER PR Batch 50800.04.2018 PER	988.24 1,140.28
Total for this ACH Check for Vendor 43:				2,128.52
ACH	44	Minnesota Department of Revenue PR Batch 50800.04.2018 State Income Tax	04/20/2018 PR Batch 50800.04.2018 Stat	714.81
Total for this ACH Check for Vendor 44:				714.81
ACH	45	ICMA Retirement Corporation PR Batch 50800.04.2018 Deferred Comp PR Batch 50800.04.2018 Deferred Comp	04/20/2018 PR Batch 50800.04.2018 Defi PR Batch 50800.04.2018 Defi	1,351.27 939.37
Total for this ACH Check for Vendor 45:				2,290.64
ACH	46	Internal Revenue Service PR Batch 50800.04.2018 FICA Employee Portio PR Batch 50800.04.2018 FICA Employer Portio PR Batch 50800.04.2018 Medicare Employee Pc PR Batch 50800.04.2018 Federal Income Tax PR Batch 50800.04.2018 Medicare Employer Po	04/20/2018 PR Batch 50800.04.2018 FIC. PR Batch 50800.04.2018 FIC. PR Batch 50800.04.2018 Mec PR Batch 50800.04.2018 Fed PR Batch 50800.04.2018 Mec	1,102.53 1,102.53 257.88 1,291.11 257.88
Total for this ACH Check for Vendor 46:				4,011.93
Total for 4/20/2018:				9,145.90
25803	34	AFSCME MN Council 5 PR Batch 50800.04.2018 Union Dues	04/24/2018 PR Batch 50800.04.2018 Unio	200.08
Total for Check Number 25803:				200.08
25804	65 707155	Allstream Inc. Fax Line	04/24/2018	51.49
Total for Check Number 25804:				51.49
25805	184 042018 042018	Cintas March Uniforms March Uniforms	04/24/2018	47.37 47.37
Total for Check Number 25805:				94.74
25806	33 042018	City of Falcon Heights March Fire Calls	04/24/2018	228.85
Total for Check Number 25806:				228.85
25807	36	City of Roseville	04/24/2018	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0224435	April IT Services		1,118.00
	0224481	April Phone Services		82.43
Total for Check Number 25807:				1,200.43
25808	25	County of Ramsey	04/24/2018	
		PR Batch 50800.04.2018 Long Term Disability	PR Batch 50800.04.2018 Lon	100.11
		PR Batch 50800.04.2018 Life Insurance	PR Batch 50800.04.2018 Life	314.08
		PR Batch 50800.04.2018 Short Term Disability	PR Batch 50800.04.2018 Sho	68.44
	RISK-001918	Insurance Processing Fee		25.00
Total for Check Number 25808:				507.63
25809	19 76624	Ehlers and Associates Inc Consulting Services	04/24/2018	60.00
Total for Check Number 25809:				60.00
25810	134 0075	Katrina Joseph March Legal Services	04/24/2018	925.00
Total for Check Number 25810:				925.00
25811	185 042018 042018 042018	Lauderdale BP March Fuel March Fuel March Fuel	04/24/2018	45.21 45.20 210.97
Total for Check Number 25811:				301.38
25812	12 2018-033	North Suburban Access Corporation 1Q18 Webstreaming & Archiving	04/24/2018	805.98
Total for Check Number 25812:				805.98
25813	11 2018-503	North Suburban Communications Commiss 2018 Contribution	04/24/2018	4,753.57
Total for Check Number 25813:				4,753.57
25814	155 45094	Seven Corners Printing 1Q2018 Newsletter	04/24/2018	655.00
Total for Check Number 25814:				655.00
25815	71 1256248	Summit Fire Protection Inc Annual Fire Extinguisher Inspection	04/24/2018	186.00
Total for Check Number 25815:				186.00
25816	4 17549 17549	The Neighborhood Recycling Company Inc March Revenue Sharing March Recycling Contract	04/24/2018	-137.48 2,442.24
Total for Check Number 25816:				2,304.76
25817	3 354709180	US National Equipment Finance Inc Copier Contract	04/24/2018	149.00
Total for Check Number 25817:				149.00
25818	90 9804489673	Verizon Wireless March Cell Phone	04/24/2018	32.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9804489673	March Cell Phone		16.37
	9804489673	March Cell Phone		16.37
Total for Check Number 25818:				65.48
25819	74	Xcel Energy	04/24/2018	
	586375987	1891 Walnut Street		195.02
	586375987	1891 Walnut Street		158.49
	586430753	Larpenteur Bridge Lights		36.43
	586444850	2430 Larpenteur Avenue W		14.99
	586569165	March Street Lighting		428.10
	586798435	Larpenteur Avenue		46.74
	586911329	1885 Fulham Street		32.66
	586911329	1885 Fulham Street		48.61
	586911329	1917 Walnut Street		25.16
	586911329	1917 Walnut Street		122.10
Total for Check Number 25819:				1,108.30
Total for 4/24/2018:				13,597.69
Report Total (21 checks):				22,743.59

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date April 24, 2018

ITEM NUMBER March 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 March 2018.

OPTIONS:

STAFF RECOMMENDATION:

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

COUNCIL ACTION:

General Ledger

Cash Balances



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2018

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,499,357.46	118,914.05	115,577.73	-2,496,021.14
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	12,698.82	22.72	650.49	12,071.05
Cash	227-00000-000-10100	98,281.09	177.68	4,058.04	94,400.73
Cash	401-00000-000-10100	98,035.72	184.86	0.00	98,220.58
Cash	403-00000-000-10100	439,756.48	829.24	0.00	440,585.72
Cash	404-00000-000-10100	269,127.44	507.49	0.00	269,634.93
Cash	405-00000-000-10100	12,146.01	5.84	9,050.00	3,101.85
Cash	414-00000-000-10100	299,233.88	564.26	0.00	299,798.14
Cash	602-00000-000-10100	999,272.12	47,010.67	16,086.56	1,030,196.23
Cash	603-00000-000-10100	362,698.17	17,776.43	4,947.59	375,527.01
Current Assets		91,992.27	185,993.24	150,370.41	127,615.10
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash		300.00	0.00	0.00	300.00
Investments - Fair Value Adj	101-00000-000-10410	3,072,471.51	5,845.61	100,000.00	2,978,317.12
Investments		3,072,471.51	5,845.61	100,000.00	2,978,317.12
Grand Total		<u>3,164,763.78</u>	<u>191,838.85</u>	<u>250,370.41</u>	<u>3,106,232.22</u>

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend	Collect
101	General Fund						
	Revenue						
	Taxes	765,514.00	0.00	0.00	765,514.00		0.00
	Licenses and Permits	30,850.00	641.30	12,955.05	17,894.95		41.99
	Intergovernmental Revenues	540,760.00	0.00	0.00	540,760.00		0.00
	Charges for Services	12,300.00	674.20	2,379.50	9,920.50		19.35
	Fines and Forfeits	30,000.00	2,642.50	4,547.00	25,453.00		15.16
	Miscellaneous Revenue	8,500.00	1,041.79	6,984.63	1,515.37		82.17
	Other Financing Sources	0.00	0.00	0.00	0.00		0.00
	Revenue	1,387,924.00	4,999.79	26,866.18	1,361,057.82		1.94
	Expense						
	Personal Services	385,550.00	28,642.24	96,535.12	289,014.88		25.04
	Supplies	19,800.00	689.74	1,724.41	18,075.59		8.71
	Other Services and Charges	934,574.00	69,412.24	222,338.07	712,235.93		23.79
	Capital Outlay	0.00	0.00	0.00	0.00		0.00
	Other Uses	48,000.00	0.00	0.00	48,000.00		0.00
	Expense	1,387,924.00	98,744.22	320,597.60	1,067,326.40		23.10
101	General Fund	0.00	-93,744.43	-293,731.42	293,731.42		0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	20,000.00	0.00	0.00	20,000.00	0.00
	Miscellaneous Revenue	<u>40.00</u>	<u>22.72</u>	<u>39.74</u>	<u>0.26</u>	<u>99.35</u>
	Revenue	20,040.00	22.72	39.74	20,000.26	0.20
	Expense					
	Personal Services	8,467.00	650.49	2,081.11	6,385.89	24.58
	Supplies	600.00	0.00	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>
	Expense	17,267.00	650.49	2,681.11	14,585.89	15.53
226	Communications	2,773.00	-627.77	-2,641.37	5,414.37	-95.25

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 03 - 03
 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>177.68</u>	<u>308.76</u>	<u>41,151.24</u>	<u>0.74</u>
	Revenue	47,292.00	177.68	308.76	46,983.24	0.65
	Expense					
	Personal Services	22,090.00	1,706.89	5,461.61	16,628.39	24.72
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	31,000.00	2,351.15	4,662.53	26,337.47	15.04
	Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	53,090.00	4,058.04	10,124.14	42,965.86	19.07
227	Recycling	-5,798.00	-3,880.36	-9,815.38	4,017.38	169.29

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	500.00	184.86	313.05	186.95	62.61
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	500.00	184.86	313.05	186.95	62.61
	Expense					
	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
	Expense	10,000.00	0.00	0.00	10,000.00	0.00
401	General Capital Projects	-9,500.00	184.86	313.05	-9,813.05	-3.30

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 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	829.24	1,404.24	4,595.76	23.40
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	6,000.00	829.24	1,404.24	4,595.76	23.40
	Expense					
	Capital Outlay	40,000.00	0.00	6,376.30	33,623.70	15.94
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	40,000.00	0.00	6,376.30	33,623.70	15.94
403	Street Capital Projects	-34,000.00	829.24	-4,972.06	-29,027.94	14.62

General Ledger Revenue vs Expense

User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2018



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Miscellaneous Revenue	3,000.00	507.49	859.39	2,140.61	28.65
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	3,000.00	507.49	859.39	2,140.61	28.65
	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	0.00	0.00	0.00	0.00	0.00
	Expense	25,000.00	0.00	0.00	25,000.00	0.00
404	Park Capital Projects	-22,000.00	507.49	859.39	-22,859.39	-3.91

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 4/12/2018 4:33:17 PM
 Period 03 - 03
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment Revenue	0.00	5.84	34.55	-34.55	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources					
	Revenue	0.00	5.84	34.55	-34.55	0.00
	Expense					
	Other Services and Charges	0.00	9,050.00	22,770.50	-22,770.50	0.00
	Expense	0.00	9,050.00	22,770.50	-22,770.50	0.00
405	Rosehill Tax Increment	0.00	-9,044.16	-22,735.95	22,735.95	0.00

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 4/12/2018 4:33:17 PM
 Period 03 - 03
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	1,000.00	564.26	1,155.52	-155.52	115.55
	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	39,000.00	564.26	1,155.52	37,844.48	2.96
	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	10,000.00	0.00	0.00	10,000.00	0.00
414	Development	29,000.00	564.26	1,155.52	27,844.48	3.98

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 4/12/2018 4:33:17 PM
 Period 03 - 03
 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: 4/12/2018 4:33:17 PM
 Period 03 - 03
 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
	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
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: 4/12/2018 4:33:17 PM
 Period 03 - 03
 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	46,709.75	60,851.56	211,449.44	22.35
	Miscellaneous Revenue	10,000.00	1,938.97	3,251.20	6,748.80	32.51
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	282,301.00	48,648.72	64,102.76	218,198.24	22.71
	Expense					
	Personal Services	68,643.00	5,120.37	16,442.17	52,200.83	23.95
	Supplies	800.00	58.04	119.17	680.83	14.90
	Other Services and Charges	196,858.00	12,546.20	46,099.86	150,758.14	23.42
	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
	Expense	366,301.00	17,724.61	62,661.20	303,639.80	17.11
602	Sanitary Sewer	-84,000.00	30,924.11	1,441.56	-85,441.56	-1.72

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 4/12/2018 4:33:17 PM
 Period 03 - 03
 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	17,358.71	23,661.55	76,413.45	23.64
	Miscellaneous Revenue	4,500.00	706.79	1,182.37	3,317.63	26.27
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	104,575.00	18,065.50	24,843.92	79,731.08	23.76
	Expense					
	Personal Services	59,425.00	4,417.90	14,177.28	45,247.72	23.86
	Supplies	700.00	58.03	119.14	580.86	17.02
	Other Services and Charges	16,950.00	760.73	-6,417.52	23,367.52	-37.86
	Capital Outlay	10,000.00	0.00	0.00	10,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	87,075.00	5,236.66	7,878.90	79,196.10	9.05
603	Storm Water	17,500.00	12,828.84	16,965.02	534.98	96.94

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 4/12/2018 4:33:17 PM
 Period 03 - 03
 Fiscal Year 2018

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

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 4/12/2018 4:33:17 PM
 Period 03 - 03
 Fiscal Year 2018

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		1,890,632.00	74,006.10	119,928.11	1,770,703.89	0.0634
Expense Total		1,996,657.00	135,464.02	433,089.75	1,563,567.25	0.2169
Grand Total		-106,025.00	-61,457.92	-313,161.64	207,136.64	2.9537

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	<u>April 24, 2018</u>
ITEM NUMBER	<u>1Q18 Investment Report</u>
STAFF INITIAL	<u> HB </u>
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Following is the First Quarter Investment Report.

OPTIONS:

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council acknowledges the investment report for January—March 2018.

COUNCIL ACTION:

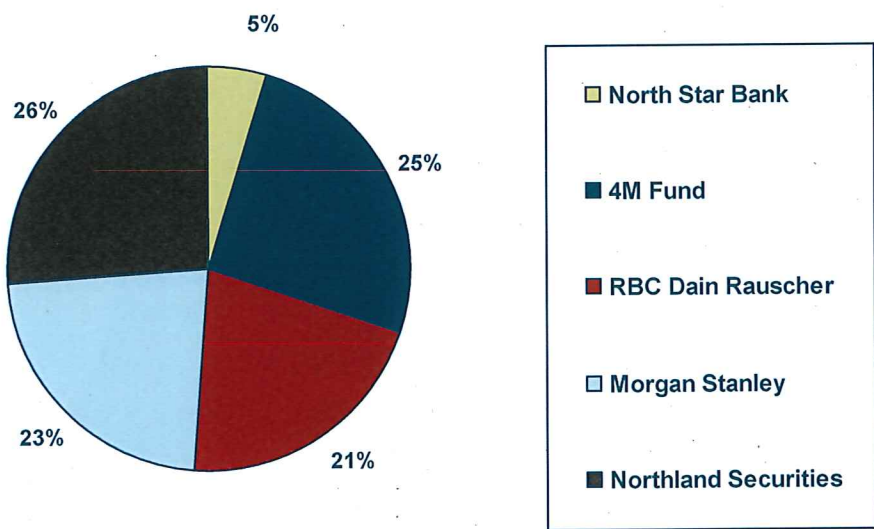


**First Quarter 2018
Investment Report**

INVESTMENTS

As of March 31, 2018, the City had the following amounts with official depositories:

North Star Bank	\$ 145,056
4M Fund	805,135
RBC Dain Rauscher	648,000
Morgan Stanley	710,760
Northland Securities	814,423
TOTAL	\$ 3,123,374



DEPOSITORIES AND INVESTMENT TYPES

North Star Bank		
Checking Account	\$	145,056
4M Fund		
Joint Powers Investment	\$	805,135
RBC Dain Rauscher		
Certificates of Deposit	\$	648,000 (4)
Northland Securities		
Money Market Account	\$	214,423
Certificates of Deposit	\$	600,000 (6)
Morgan Stanley		
Money Market Account	\$	10,760
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.

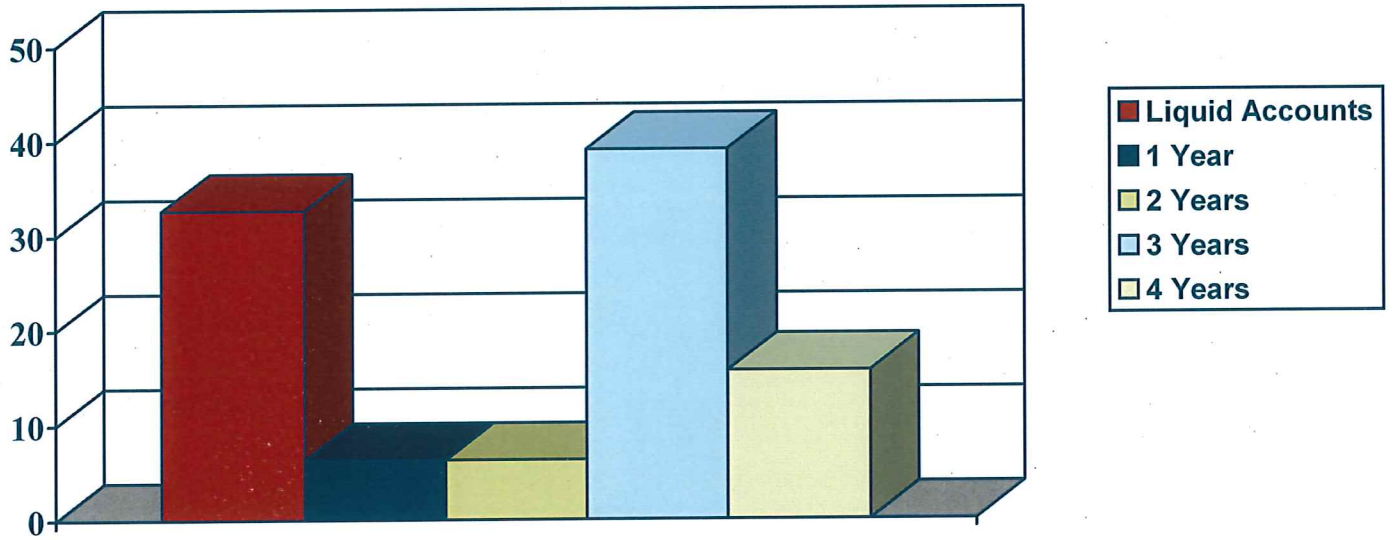
6-10 Years are US Government Instrumentality Securities.

11-15 Years are US Government Instrumentality Securities.

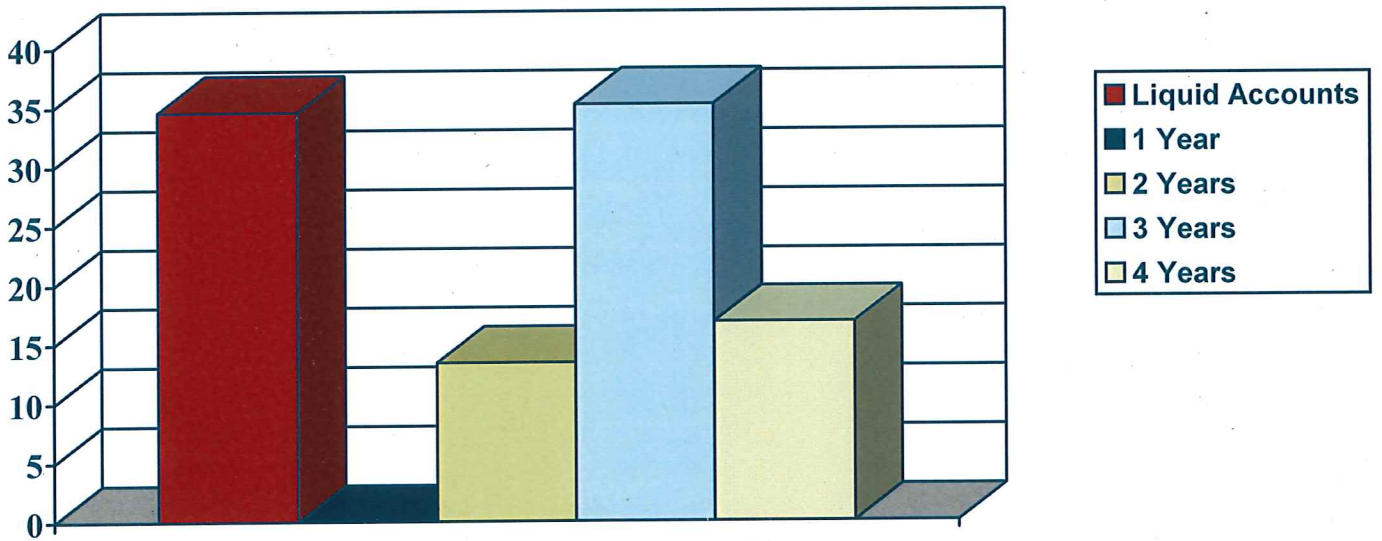
15+ Years are US Government Instrumentality Securities and bonds.

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.

Fourth Quarter 2017 Investment Portfolio

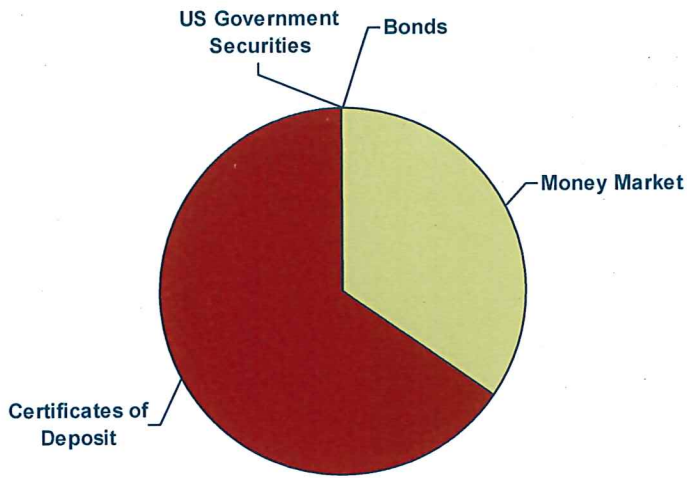


First Quarter 2018 Investment Portfolio



INVESTMENT TYPES

Money Market	\$	1,030,317
Bonds		0
Certificates of Deposit		1,948,000
US Government Securities		0



Investment Schedule

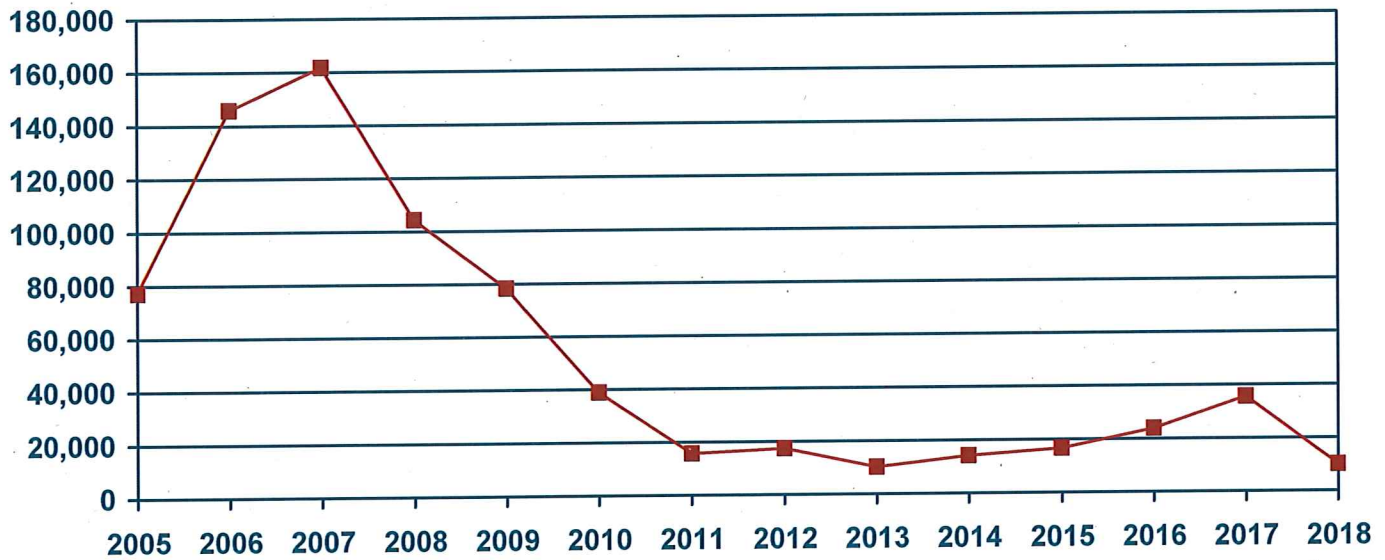
<i>Maturity Date</i>	<i>Type</i>	<i>Interest Rate</i>	<i>Investment Broker</i>	<i>Amount</i>	<i>Bank</i>
1/4/2021	CD	2.00%	Northland	\$100,000	Medallion Bank
9/28/2020	CD	1.95%	Morgan Stanley	\$100,000	Barclay Bank
9/28/2020	CD	2.00%	RBC	\$100,000	Webbank
3/27/2020	CD	1.85%	Northland	\$100,000	Landmark 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

\$1,948,000

New investments were not purchased in the first quarter of 2018.

The following chart shows the interest earnings since 2005 with 2007 being our best year with earnings of \$161,884. The gradual increases in interest rates continue to improve the bottom line. Investment interest through 2017 was \$35,630; the first quarter of 2018 totaled \$10,079.30.

INTEREST EARNINGS



**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 24, 2018

ITEM NUMBER Rental Housing Ordinance

STAFF INITIAL *JB*

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The rental housing ordinance has been reviewed by the city attorney and is ready for adoption. Along with it is the resolution that would allow publication by title and summary as the ordinance is 25 pages long. What is not included are the proposed changes to the fee schedule to match the new ordinance. Staff will send those out Monday for your review.

STAFF RECOMMENDATION:

Motion to adopt Ordinance No. 18-01 Amending the Code of Ordinances regarding Rental Housing Licensing Provisions.

Motion to adopt Resolution No. 042418A—A Resolution Authorizing Publication of Ordinance No. 18-01 by Title and Summary.

Member _____ introduced the following resolution and moved its adoption.

CITY OF LAUDERDALE

RESOLUTION NO. 042418A

RESOLUTION AUTHORIZING PUBLICATION OF
ORDINANCE NO. 18-01 BY TITLE AND SUMMARY

WHEREAS, the city council of the city of Lauderdale has adopted Ordinance No. 18-01, an ordinance amending chapter 9 of the code of ordinances regarding rental housing provisions; and

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

WHEREAS, the ordinance is 25 pages in length; and

WHEREAS, the city council believes that the following summary would clearly inform the public of the intent and effect of the ordinance.

NOW, THEREFORE, BE IT RESOLVED by the city council of the city of Lauderdale that the city administrator-clerk shall cause the following summary of Ordinance No. 18-01 to be published in the official newspaper in lieu of the entire ordinance:

Public Notice

The City Council of the City of Lauderdale has adopted Ordinance No. 18-01, amending Section 9-11 of the Code of Ordinances regarding Rental Housing Provisions. The ordinance applies to all rental dwellings, units, structures, and premises within the City. The ordinance defines the responsibilities of landlords and tenants. The ordinance amends the Crime Free Housing Program and creates new requirements for background checks. The ordinance amends the general licensing provisions by establishing a two-year license period that begins on July 1, requires license renewal by the start of the new license period, and establishes an administrative penalty for failure to do so. The ordinance requires the presence of the owner or registered agent during inspections and establishes inspection fees for non-compliance. The ordinance updates the state and local laws that, if violated, result in enforcement action against the property and/or license. The ordinance clarifies the enforcement process and procedures for disorderly conduct on the premises. The ordinance clarifies the appeal and hearing process for code violations

regarding the condition of the property. The ordinance establishes additional criteria for revocation, suspension, and denial of a license. The full text of Ordinance No. 18-01 is available for inspection at Lauderdale City Hall during regular business hours.

Heather Butkowski, City Administrator-Clerk

BE IT FURTHER RESOLVED by the city council of the city of Lauderdale that the city administrator-clerk keep a copy of the ordinance in her office at city hall for public inspection and that she post a full copy of the ordinance in a public place within the city.

Dated: April 24, 2018.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator-Clerk

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

Members

And the following voted against same:

Whereupon said resolution was declared duly passed and adopted.

CITY OF LAUDERDALE

ORDINANCE NO. 18-01

An Ordinance Amending Section 9-11 of the Code of Ordinances regarding Rental Housing License Provisions.

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

SECTION I. The Lauderdale City Code is amended by deleting the ~~stricken~~ material and adding the underlined material as follows:

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)~~ RESPONSIBILITIES
- 9-11-7 CRIME FREE HOUSING PROGRAM
- ~~9-11-8 RESPONSIBILITY OF OCCUPANT (RENTER)~~ TENANT RESPONSIBILITIES
- ~~9-11-89~~ GENERAL LICENSING PROVISIONS
- 9-11-~~910~~ INSPECTIONS; COMPLIANCE ORDERS
- 9-11-~~1011~~ CONDUCT ON LICENSED PREMISES
- ~~9-11-11~~ CONDITION OF LICENSED PREMISES
- 9-11-12 HEARING PROCEDURE
- 9-11-13 REMEDIES; LIABILITY FOR COSTS
- 9-11-14 MISDEMEANOR PENALTIES

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~~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 dwellings and units in the City, including, but not limited to, city that are rented or leased in whole or in part, including single family and multifamily housing, town houses, and condominiums. It also includes any accessory structures on the premises upon which the rental dwelling is located (such as garages, storage buildings, appurtenances, sidewalks, and retaining walls) ~~and any townhome, condominium unit, or residential dwelling sold pursuant to a contract for deed whenever any unit 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 except that any provisions of the city code that directly conflict with the provisions of the International Property Maintenance Code shall control only to the extent they conflict. Nothing in this chapter or the International Property Maintenance Code shall be construed to cancel, modify, or set aside any other express provision of the ~~City Code~~city code.

9-11-4 DEFINITIONS.

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

“City” means the ~~City~~city of Lauderdale.

“City ~~Administrator~~administrator” means the ~~City Administrator or the City Administrator’s~~city administrator or that person’s designated agent.

“City code” means the Lauderdale city code of ordinances.

“City council” means the city council of the city of Lauderdale.

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

“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 or unit.

“Let for occupancy/~~Let~~” or “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 lease or contract whether 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~~ who is occupying a rental dwelling ~~or unit, or having possession of a space within a rental dwelling or unit~~ under a lease or contract, whether oral or written.

“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, but not limited to, the building or structures thereon.

“Registered agent” means any person who has charge, care, or control of a rental dwelling unit on behalf of the owner including, but not limited to, a property manager or local agent.

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

“Rental dwelling” means ~~any building or premises, or portion thereof, used or intended to be used for residential rental purposes~~ containing one or more units that are made available for rent by the owner.

~~“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~~any room or rooms 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~~building official is authorized and directed to enforce all provisions of this chapter, subject to review by the ~~City Council~~city council.

9-11-6 ~~RESPONSIBILITY OF OWNER (LANDLORD)~~RESPONSIBILITIES.

- 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~~city code, state law, and the International Property Maintenance Code. Additionally, an owner is responsible for complying with the provisions of this chapter irrespective of whether the owner has delegated responsibilities to a registered agent.
- 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 and in conformance with this chapter, applicable provisions of the ~~City Code~~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 of this Code~~city 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 bedroom or habitable space.

9-11-7 CRIME FREE HOUSING PROGRAM.

A. Purpose. The city council finds that repeated police calls to rental dwellings in the city related to disturbances or criminal activity have taxed law enforcement resources. The city council also finds that persons residing in rental dwelling units who engage in disorderly conduct or cause nuisance conditions create an unacceptable environment for others living in close proximity, thereby threatening the public safety and welfare of the community. In order to preserve and protect the city's neighborhoods and to promote public safety, the city council enacts this section (the "Crime Free Housing Program").

B. Tenant Background Checks. The owner or registered agent shall conduct criminal background checks covering at least three years on all prospective tenants 18 years and older. The owner, licensee, or its registered agent shall retain criminal background information for at least one year after the date of the check or, if the subject of the check becomes a tenant of the licensed premises, one year after the subject of the check has ceased to be a tenant. Such information must be made available for inspection within 10 days of a written request by the city. 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 statewide criminal history check from the tenants' previous state of residence if the tenant is moving directly from the previous state; and

3. 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.

C. Crime Free Housing Lease Provisions. All tenant leases for rental dwelling units governed by this chapter shall contain certain written crime free housing lease provisions. The crime free housing lease provisions are in addition to all other terms of the lease and do not limit or replace any other provisions. These lease provisions shall be incorporated into every new and renewed lease for a tenancy. The lease provisions shall contain the following language or language that is a contractual and legal equivalent of the following language:

1. Tenant, any members of the tenant's household or a guest or other person under the tenant's control shall not engage in illegal activity, including drug-related illegal activity, on or near the premises. "Drug related illegal activity" means the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance (as defined in Section 102 of the Controlled Substances Act, 21 U.S.C. 802) or possession of drug paraphernalia.

2. Tenant, any members of the tenant's household or a guest or any other person under the tenant's control shall not engage in any act intended to facilitate illegal activity, including drug related illegal activity or the storage of stolen property, on or near the premises;

3. Tenants, any members of the tenant's household or a guest or any other person under the tenant's control will not permit the dwelling unit to be used for, or to facilitate illegal activity, including drug-related criminal activity, regardless of whether the individual engaging in such activity is a member of the household;

4. Tenant, any members of the tenant's household or a guest or any other person under the tenant's control shall not engage in the manufacture, sale, possession or distribution of illegal drugs at any location, whether on or near the dwelling unit premises or otherwise.

5. Tenant, any members of the tenant's household or a guest or any other person under the tenant's control shall not engage in acts of violence or threats of violence, including but not limited to the unlawful discharge of firearms, prostitution, criminal street gang activity, intimidation, or any other breach of the rental agreement that otherwise jeopardizes the health, safety or welfare of the owner, his agents or tenants, whether on or near the dwelling unit premises or otherwise.

6. Violations of the above provisions shall be a material violation of the lease and good cause for termination of tenancy. A single violation of any of the provisions of this agreement shall be deemed a serious violation and material non-compliance with the lease.

D. Lease Made Available. The owner or registered agent, if applicable, shall, within ten days of the city's written request, make available to the city a copy of the lease or agreement containing the provisions required in section 9-11-7(C). 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 10 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 does not exist, the rental license may be suspended, revoked, or not renewed by the city council.

E. Crime Free Housing Program Violations.

1. Upon determination by the city or its police department by a preponderance of the evidence that a licensed premises or rental dwelling unit within a licensed premises was used in violation of the crime free lease provisions required by this section, the city shall cause notice to be made to the owner or registered agent of the violation. If the violation of the crime free lease provisions committed on the licensed premises would rise to the level of a felony charge under state or federal law, regardless of whether charges were filed, the city shall cause notice to be made to the owner and registered agent to proceed with termination of the tenancy of all tenants occupying the unit. If the violation of the crime free lease provisions committed on the licensed premises would rise to the level of a misdemeanor or gross misdemeanor charge under applicable law, the city may cause notice to be made to the owner and registered agent to proceed with termination of the tenancy of all tenants occupying the unit if the violation threatens the peaceful enjoyment or safety of any other resident or neighbor to the premises.

2. Written Notice; Hearing. Any determination by the city for the termination of tenant's lease based on a violation of the crime free lease provisions shall be preceded by written notice to the owner and registered agent, if applicable, of the grounds therefore and the owner will be given an opportunity to challenge the determination at a hearing conducted before the city council prior to termination of the tenancy by the owner. The licensee shall request the hearing within 10 days after receipt of the city's notification of the termination of the tenancy and the hearing shall be conducted in the manner provided for in section 9-11-12.

In the event a hearing is requested by the owner, a determination that a licensed premises or any particular dwelling unit has been the location of a violation of the crime free lease provisions shall be made upon a finding of fact by the city council by a preponderance of the evidence. It shall not be necessary that criminal charges be brought in order to support such finding, nor shall the dismissal or acquittal of such criminal charge operate as a bar to any action under this section.

In the event a hearing is not requested by the owner, the owner or registered agent, if applicable, shall notify the tenant or tenants within 20 days of the notice of violation of the crime free lease provisions and advise the tenant(s) of the termination of the tenancy as directed by the city.

3. The owner shall not enter into a new lease with an evicted tenant (or with a tenant whose tenancy was otherwise terminated for violating the crime free lease language) for a period of one year after the eviction or lease termination for a rental dwelling unit that is owned or operated by the licensee in the city.

4. If the city determines that the owner or registered agent has proceeded in good faith to secure termination of the tenancy in accordance with this section, but was unsuccessful for reasons beyond their reasonable control, then the owner shall not be subject to the penalties.

9-11-7 TENANT RESPONSIBILITIES.

A. Access. When required by Minnesota Statutes, each tenant of a rental dwelling unit shall give the owner or registered agent, or the building official access to any part of such rental dwelling unit at reasonable times for the purpose of inspection, maintenance, repairs, and alterations as are necessary to comply with the provisions of this article.

B. Compliance. Every tenant must comply with applicable city code provisions and all applicable local, state, and federal regulations. A tenant is responsible for compliance with all applicable city code, nuisance, and violations of disorderly conduct as specified in this chapter that occur in the dwelling unit, including violations committed by household members or guests.

C. No Occupancy. If the owner or registered agent informs the tenant(s) at least 30 days in advance of the expiration of the license that the owner does not intend to renew the license, occupancy 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.

~~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:~~

~~Tenant, any members of the tenant's household or a guest or other person affiliated with tenant shall not engage in criminal activity, including drug-related criminal activity, on or near the pr~~

~~Tenant, any members of the tenant's household or a 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;~~

~~1. 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; Tenant, any members of the tenant's household or a 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.~~

~~4. Upon written notification from the City or its police department to the owner, licensee, and the 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 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 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.~~

~~7. 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 proceedings, 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 initiate and pursued the eviction proceedings in good faith but failed, the City Council may waive or stay any administrative fee or rental license sanctions.~~

~~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.~~

~~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 Citycity without first having obtained a license from the Citycity. An owner must obtain a license for each rental dwelling prior to renting any units in said 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~~registered as ~~or meets the definition of~~ a relative homestead with Ramsey County is ~~not required to obtain a license for the rental dwelling~~exempt from the requirements of this chapter. ~~Theif~~ the owner must provide the Citycity with documentation from Ramsey County of the relative homestead status. ~~or~~If the owner is not a natural person, the owner may file an affidavit of exemption with the Citycity 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 Citycity 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~~city. The owner must give notice, in writing, to the ~~City~~city within ~~thirty (30)~~ calendar days of any changes to the information contained in ~~the~~a previously submitted license application. The application must include:

1. the owner's name, mailing address for city correspondence, email address, ~~and~~ telephone number, owning partners if a partnership, and corporate officers if a corporation;

2. the street address and unit numbers, if applicable, 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 9-11-7(C) to include crime free housing provisions in leases.

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

C. License Fees. ~~The owner must pay an annual 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. 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. Before a license may be issued or renewed, the owner shall pay the applicable license fee, the amount of which will be determined by the city council and included in its fee schedule. The license fee shall not be prorated.~~

D. License Period. (a) The license period is for ~~one~~two years and runs from ~~January~~July 1 to ~~December~~June ~~31~~30. 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 housing license will receive a license that will terminate on June 30, 2019.

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

E. Inspection; License Issuance.

1. ~~Preliminary Inspection and Investigation; Fees and Taxes.~~ Prior to issuing a new license or license renewal, the ~~Building Official~~building official must~~shall~~ inspect the rental dwelling to determine compliance with this chapter, ~~the City Code~~city code, state law, and the International Property Maintenance Code. The ~~City Administrator~~city administrator will review the application for completeness and determine whether all fees, real estate taxes, and municipal utilities are paid and current. ~~The City will not issue a license for a rental property when the~~A license may not be issued if the application is incomplete or fees, real estate taxes, or municipal utilities are in arrears~~past due~~.

2. ~~License Issuance.~~ ~~If the rental dwelling is in full compliance with paragraph (1), the City Administrator will issue a license to the owner.~~If it is determined that all requirements contained in this chapter are satisfied, the city will issue a license to the owner. A license may contain reasonable conditions or restrictions.

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.~~

F. Posting of License. The owner shall post a copy of the license in the rental dwelling in a conspicuous place within 14 calendar days of receipt. 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. A license must be renewed before the expiration of the current license. In order to prevent lapses in licensure, license renewal applications and fees must be submitted to the city administrator at least 45 days prior to the current license's expiration date. It shall be unlawful for the owner or registered agent to permit the occupancy of a rental dwelling unit during a period of non-licensure. In addition to any other remedy provided by law, operating a rental dwelling without a license shall subject the owner to a daily administrative penalty, as determined by the city council and included in its fee schedule. License renewals will not be approved until any outstanding administrative penalties are paid in full.~~
- 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 In addition to any other requirements imposed by state law or a lease agreement, 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 intentintend to renew the license.~~
- I. Transfer of License. Licenses Non-Transferable. ~~Rental dwelling licenses issued under this chapter~~ are not transferable. Any change in ~~the~~ ownership of ~~thea~~ rental dwelling or premises requires a new license. ~~A~~When a licensed rental dwelling changes ownership, 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~~city with the name, mailing address, email address, and telephone number of the registered agent ~~residingthat resides or works~~ 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~~Upon written request by the city, the owner or registered agent must provide the city with a copy of the register of occupancy ~~may be reviewed by the City at~~

~~any time.~~ ~~Said~~The 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~~rental dwelling; and
4. Number of adults and children (under 18) ~~currently~~ occupying each unit.

- L. Access. Upon ~~the~~written request ~~of~~by the ~~City~~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; COMPLIANCE ORDERS.

- A. ~~Biannual Inspections; Fees. The City will inspect all currently licensed rental dwellings periodically.~~All rental dwellings must be inspected by the building official prior to the issuance of a new license or license renewal in order 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. The license fee includes, in part, the cost associated with the initial inspection and one follow-up inspection to verify adherence with a compliance order, if necessary. If it is determined that a follow-up inspection is unnecessary, the applicant shall be entitled to a refund in an amount determined by the city council and included in the fee schedule.
- 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 Required. The owner or registered agent, if applicable, must be present at the time of all inspections and the building official will not inspect a rental dwelling without the owner or registered agent. If the owner or registered agent fails to show for an inspection or reschedules with less than 24 hours' notice to the city, an additional inspection fee, as determined by the city council and included in the fee schedule, shall be charged to the owner.

C. Additional Inspections; Fees. The owner shall be responsible for a fee associated with each additional inspection beyond the initial inspection, and, if a compliance order was issued, one follow-up inspection to determine adherence to the compliance order. The fee for additional inspections or any other inspection that was canceled and rescheduled on less than 24 hours' notice to the city, shall be determined by the city council and included in the fee schedule.

D. Compliance Order.

1. Following any inspection, whenever the building official determines that the condition of a rental dwelling or the premises where any rental dwelling 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 or licensee to correct such violations.

2. 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; and (4) be served upon the owner or registered agent, if applicable, by first class U.S. mail. A copy of the compliance order shall also be provided to the occupants of the applicable rental dwelling unit(s).

3. Appeal. When it is alleged by the owner 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 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, and must be filed with the city within 10 calendar days of the date the compliance order was sent to the owner or registered agent, if applicable. The appeal shall be heard by the city council pursuant to the procedure set forth in section 9-11-12 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.

4. License Action. If the violation listed in the compliance order is not remedied by the owner or registered agent, if applicable, 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. When the city seeks to deny, suspend, revoke, or not renew a license and/or impose any administrative fines, the city shall send a notice of the proposed action to the owner or registered agent, if applicable, of the rental dwelling unit. The proposed action shall be heard by the city council pursuant to the procedures set forth in section 9-11-12.

E. Unsafe or Dangerous Conditions. No owner or licensee may operate a rental dwelling unit, regardless of whether a license has been issued, if the building official determines that a condition exists in or on the rental dwelling or unit 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 unit after such a determination by the building official and written notice thereof is subject to immediate suspension or revocation of the license, criminal prosecution, and any other civil or administrative remedies available to the city.

F. Notwithstanding any other provision contained in this chapter, the city council may revoke, deny, suspend, or decline to renew any license issued or applied for 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, inspection fee, special assessment, real estate taxes, city utilities, or any other financial claims due to the city as required by this chapter or city council action.

3. Failure to comply with this chapter, any applicable provisions of the city code, state law, and the International Property Maintenance Code, 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.

5. Violation of any reasonable condition or restriction on any rental license.

G. Occupant Initiated Inspection. An occupant who believes a rental dwelling unit is not in compliance with the provisions of this chapter, city code, state law, or the International Property Maintenance Code may request an inspection, as authorized by Minnesota Statutes, section 504B.185. If the inspection reveals noncompliance, a compliance order may be issued in accordance with the procedure outlined in in this chapter and the cost for all inspections shall be the responsibility of the owner.

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~~ 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~~ city code, section 5-7, relating to recreational fires;
9. Violation of ~~City Code~~ city code, section 5-8, relating to clandestine drug labs;
10. Violation of ~~City Code~~ city code, section ~~4-14-6~~, relating to nuisances;
11. Violation of ~~City Code~~ city code, section 5-3, relating to animal control;
12. Violation of the occupancy standards defined in ~~City Code~~ city code section 9-11-6;
13. Violation of Minnesota Statutes, sections 609.226 and ~~347.51~~ 347.50 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~~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~~city administrator is responsible for enforcement and administration of this section.

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

D. Second Violation. If ~~another~~a second 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~~city administrator will provide written notice to the ~~licensee, owner, and~~licensee, owner, and registered agent of the second violation and ~~must~~also will require the ~~licensee~~owner to submit a written report of the actions taken, and proposed to be taken, by the ~~licensee, owner, and~~licensee, owner, and registered agent to prevent further disorderly use. This written report must be submitted to the ~~City Administrator~~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, owner, and~~licensee, owner, and registered agent 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~~ city administrator pursuant to section 9-11-8.

2. Following the hearing, the ~~City Council~~ 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 ~~licensee owner or registered agent~~ licensee owner or registered agent to a tenant to vacate the premises so long as the ~~licensee owner or registered agent~~ licensee owner 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~~ city's sole discretion, the ~~City~~ city concludes that the ~~licensee owner~~ licensee owner 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~~ city under this section ~~must~~ shall 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 if said addresses are~~ unknown.
- I. Enforcement Actions. Enforcement actions provided in this section are not exclusive, and the ~~City Council~~ city council may take any action with

respect to an ~~owner, registered agent, licensee,~~ a tenant, or the licensed rental dwelling ~~or unit~~ as ismay be 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 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 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 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.~~

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)~~any provisions of this chapter, or if the owner, ~~licensee,~~ or registered agent appeals the compliance order pursuant to section ~~9-11-11(C)~~9-11-9 of this chapter, the ~~City Council~~city council shall conduct a hearing on the matter. The hearing shall be scheduled no less than ~~ten (10)~~ 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~~owner or registered agent 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 ~~shall be~~ is ineligible for a ~~new~~ rental license at said dwelling for a period determined by the ~~City Council~~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~~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 as established by this chapter.

- E. No Occupancy. If a license is revoked, suspended, denied or not renewed by the ~~City Council~~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~~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~~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~~city council as allowed under state law.

9-11-13 REMEDIES; LIABILITY FOR COSTS.

- A. If the owner ~~licensee~~, or registered agent fails to voluntarily comply with any requirement of this chapter, the ~~City Council~~city council may direct the ~~City Administrator~~city administrator to take any or 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)~~this chapter, 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~~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 MISDEMEANOR PENALTIES.

~~Failure by an owner, licensee, or registered agent~~In addition to any other remedy available to the city in law or in equity, the failure by any person 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.

SECTION 2. This ordinance shall be effective upon its adoption and publication.

Adopted by the Lauderdale City Council this 24th day of April, 2018.

Mary Gaasch, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review the 1st day of May, 2018.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 24, 2018

ITEM NUMBER Fee Schedule Amendments

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff compared the rental housing license fees adopted at the beginning of the year with the outcome of the new rental housing ordinance. A few tweaks were required. The license fee of \$100 plus \$2.50 per unit remains the same. Changes were made to allow for fees for additional inspections and "no-shows" as well as a refund for those units that don't require follow up inspections. This is the carrot for owners we discussed. The new fees include a \$25 per day penalty for failing to be licensed by the start of the new licensing period. This penalty would be in addition to any other recourse allowed by ordinance or state law.

STAFF RECOMMENDATION:

Motion to adopt the amended fees related to rental housing.

EXHIBIT A

RENTAL HOUSING

License & Initial Inspection	
Single Unit	\$100.00
Additional Units	\$100 + \$2.50/unit
Inspection Fees	
First Inspection to Verify Adherence to Compliance Order	\$0.00
Additional Inspections to Verify Adherence to Compliance Order	\$40.00/inspection
Failure to Show for Inspection / Cancellation Fee	\$40.00/inspection
Inspection Fee Refund	
Compliance Order Inspection not Required	\$40.00/building
Administrative Penalty	
Renting without License	\$25.00/day
Failure to Provide Lease upon Request	\$25.00/day
License Violations (Established by City Council)	Up to \$1,000.00/day

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 24, 2018

ITEM NUMBER Sewer Lining Project

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The bids for the 2018 sanitary sewer lining project were opened Wednesday, April 18 at City Hall. The City received five bids. The low bidder was Insituform Technologies USA, LLC. The purpose of tonight's meeting is to award the bid.

Once the work is completed, the City will receive an inflow and infiltration grant from the Metropolitan Council that will cover approximately 25% of the cost of the project.

STAFF RECOMMENDATION:

Motion to award the 2018 sanitary sewer lining project work to Insituform Technologies USA, LLC.



Stantec Consulting Services Inc.
2335 Highway 36 West, St. Paul MN 55113

April 19, 2018

Honorable Mayor and City Council
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Re: 2018 Sanitary Sewer Lining Project
Stantec Project No. 193804224
Bid Results

Dear Honorable Mayor and City Council:

Bids were opened for the Project stated above on April 18, 2018. Transmitted herewith is a copy of the Bid Tabulation for your information and file. Copies will also be distributed to each Bidder once the Project has been awarded.

There were a total of 5 Bids. The following summarizes the results of the Bids received:

	<u>Contractor</u>	<u>Total Base Bid</u>	<u>Alternate No. 1</u>
Low	Insituform Technologies USA, LLC	\$101,527.90	\$9,064.70
#2	Visu-Sewer, Inc.	\$109,090.00	\$8,862.50
#3	Lametti & Sons, Inc.	\$109,300.00	\$7,425.00
#4	Veit & Company, Inc.	\$109,415.00	\$11,040.00
#5	Michels Pipe Services	\$123,087.50	\$11,074.25

The low Bidder on the Project was Insituform Technologies USA, LLC with a Adjusted Total Base Bid Amount of \$110,592.60. This compares to the Engineer's Opinion of Probable Costs of \$102,500.00. These Bids have been reviewed and found to be in order.

If the City Council wishes to award the Project to the low Bidder, then Insituform Technologies USA, LLC should be awarded the Project on the Adjusted Total Base Bid Amount of \$110,592.60.

Should you have any questions, please feel free to contact me at 651-604-4734.

Sincerely,

STANTEC CONSULTING SERVICES INC.

Kellie M. Schlegel

Kellie M. Schlegel, P.E.

Enclosure



I hereby certify that this is an exact reproduction of bids received.

Project Name: **Lauderdale 2018 Sanitary Sewer Lining Project**

City Project No.: _____

Project No.: **193804224**

Bid Opening: **Wednesday, April 18, 2018 at 10 A.M., CDT**

Owner: **City of Lauderdale, MN**

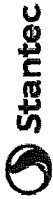
Kelli M. Schlegel

Kelli M. Schlegel, P.E.
License No. 46200

BID TABULATION

	Bidder No. 1	Bidder No. 2	Bidder No. 3	Bidder No. 4
	Insituform Technologies USA, LLC	Visu-Sewer, Inc.	Lametti & Sons, Inc.	Veit & Company, Inc.

Item Num	Item	Units	Qty	Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
BASE BID											
1	MOBILIZATION	LS	1	\$1,057.80	\$1,057.80	\$6,500.00	\$6,500.00	\$5,000.00	\$5,000.00	\$3,500.00	\$3,500.00
2	TRAFFIC CONTROL	LS	1	\$528.90	\$528.90	\$250.00	\$250.00	\$1,000.00	\$1,000.00	\$1,150.00	\$1,150.00
3	SEWER REHABILITATION WITH CIPP, 8"	LF	3250	\$26.30	\$85,475.00	\$27.40	\$89,050.00	\$28.00	\$91,000.00	\$27.00	\$87,750.00
4	REMOVE PROTRUDING SEWER SERVICE	EA	4	\$264.50	\$1,058.00	\$300.00	\$1,200.00	\$150.00	\$600.00	\$500.00	\$2,000.00
5	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	39	\$343.80	\$13,408.20	\$310.00	\$12,090.00	\$300.00	\$11,700.00	\$385.00	\$15,015.00
	TOTAL BASE BID				\$101,527.90		\$109,090.00		\$109,300.00		\$109,415.00
ALTERNATE NO. 1: BACKYARD PIPE SEGMENT											
6	SEWER REHABILITATION WITH CIPP, 8"	LF	225	\$33.00	\$7,425.00	\$30.50	\$6,862.50	\$27.00	\$6,075.00	\$40.00	\$9,000.00
7	REMOVE PROTRUDING SEWER SERVICE	EA	1	\$264.50	\$264.50	\$400.00	\$400.00	\$150.00	\$150.00	\$500.00	\$500.00
8	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	4	\$343.80	\$1,375.20	\$400.00	\$1,600.00	\$300.00	\$1,200.00	\$385.00	\$1,540.00
	TOTAL ALTERNATE NO. 1				\$9,064.70		\$8,862.50		\$7,425.00		\$11,040.00
<p>Contractor Name and Address: Insituform technologies USA, LLC 17988 Edison Ave. Chesterfield, MO 63005</p> <p>Phone: 636-530-8000 Email: jlause@aeigion.com Signed By: Jana Lause Title: Contracting & Attesting Officer Bid Security: Bid Bond Addenda Acknowledged: 1</p>											
<p>Contractor Name and Address: Visu-Sewer, Inc. W230 N4855 Bekker Dr. Pewaukee, WI 53072</p> <p>Phone: 262-695-2340 Email: visu-info@visu-sewer.com Signed By: Keith Alexander Title: President Bid Security: Bid Bond Addenda Acknowledged: 1</p>											
<p>Contractor Name and Address: Lametti & Sons, Inc. 16028 Forest Blvd. N P. O. Box 477 Hugo, MN 55038</p> <p>Phone: 651-426-1380 Email: dianb@lametti.com Signed By: Daniel J. Banken Title: Executive Vice President Bid Security: Bid Bond Addenda Acknowledged: 1</p>											
<p>Contractor Name and Address: Veit & Company, Inc. 14000 Veit Place Rogers, MN 55374</p> <p>Phone: 763-428-2242 Email: bjohnson@veitusa.com Signed By: Daniel M. White Title: President Bid Security: Bid Bond Addenda Acknowledged: 1</p>											



BID TABULATION

Bidder No. 5
Michels Pipe Services; a Division
of Michels Corp.

Item Num	Item	Units	Qty	Unit Price	Total
BASE BID					
1	MOBILIZATION	LS	1	\$6,102.00	\$6,102.00
2	TRAFFIC CONTROL	LS	1	\$4,870.00	\$4,870.00
3	SEWER REHABILITATION WITH CIPP, 8"	LF	3250	\$28.25	\$91,812.50
4	REMOVE PROTRUDING SEWER SERVICE	EA	4	\$152.00	\$608.00
5	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	39	\$505.00	\$19,695.00
	TOTAL BASE BID				\$123,087.50
ALTERNATE NO. 1: BACKYARD PIPE SEGMENT					
6	SEWER REHABILITATION WITH CIPP, 8"	LF	225	\$34.25	\$7,706.25
7	REMOVE PROTRUDING SEWER SERVICE	EA	1	\$152.00	\$152.00
8	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	4	\$804.00	\$3,216.00
	TOTAL ALTERNATE NO. 1				\$11,074.25

Contractor Name and Address: Michels Pipe Services; a Division of
Michels Corporation
817 Main Street
Brownsville, WI 53006

Phone: 920-583-3132
Email: mfrank@michels.us

Signed By: Don Grebe
Title: Regional Manager

Bid Security: Bid Bond
Addenda Acknowledged: 1


LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date April 24, 2018

ITEM NUMBER Park Planning Project

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council budgeted \$25,000 for parks improvements in 2018. Discussed at the time was to replace the equipment at Skyview Park and possibly add or improve an amenity at Community Park.

Staff solicited park improvement feedback via the January newsletter and received a couple of responses. One individual inquired about a gaga ball court (see pictures). The other sent the following email.

Before engaging in more conversations with the community, staff wanted to get some feedback and parameters for the improvements. Skyview Park is small but has a lot of potential. Staff included some concepts for the new type of structures being used in parks along with their pricing. We looked for items that are affordable. Some options are geared toward adults, some children, and some that would enhance the area for more passive recreation and picnicking.

The Council's desire was to improve upon what is out there as the City has spent little on the improvements to date. Following is an aerial of Skyview Park (without snow). There is a picnic table, garbage can, and the remnants of the playground equipment that used to be at Community Park. The concept could be to build around a theme or simply to put a few new items.

Based on the feedback, staff can go in a number of directions in terms of gathering community feedback or engaging vendors in developing concepts for community consideration.

STAFF RECOMMENDATION:

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(855) 626-2242
Portable Mamba GaGa Pits

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Portable Indoor/Outdoor GaGa Ball Pit | Large

\$4,050.00

★★★★★ 4 product reviews

Shipping:

\$350.00 (Fixed shipping cost)

Quantity:

ADD TO CART



Save

Product Description

Approximately 19' x 18' for up to 20 players.

Eight 6' x 3' wall panels, Two 4' x 2' entry/exit panels. Also includes: 2 GaGa Balls, Locking Wrench, User Manual and Storage Bag.

Specs: All of Mamba GaGa's portable gaga ball pits are manufactured from [commercial grade materials](#) and are designed to be used indoors or outdoors.

All [Portable Mamba GaGa Ball Pits](#):



Made by eagle scout
Gaga ball court

Heather Butkowski

From: Leah Dale <honeynut52@yahoo.com>
Sent: Sunday, March 04, 2018 11:50 PM
To: LAU Admin; *LAUCouncil
Subject: Skyview and Lauderdale Parks

Hi,

I realize I may be late to the game, but I still wanted to send in my comments.

I'm writing in response to the Do You Have Ideas for Park Improvements? that was in the Lauderdale Crier. I have 2 areas of thoughts/concerns/suggestions:

1. If/When considering any enhancements to Skyview Park's play structure, please keep in mind the height of the tallest spaces and unsecured openings, as well as ease/conduciveness for adults (parents, caregivers, etc.) to enter, maneuver around in, and exit the spaces. Our kids very much enjoy the play structure at Lauderdale Park. However I have always felt that the tallest points on the play structure are rather high, and there are 2 spots that kids could potentially very easily fall from (the top of the rock climbing wall, and the spot where the "S" curved "ladder" is. I have never seen a kid fall! But that doesn't mean I don't get nervous every time a (little) kid goes near one of those spots, especially if that kid's adult isn't hovering below. My other note about the structure is that it's not easy for an adult to get to the high points. You either have to do the rock-climbing wall, climb up the yellow "S" curved ladder thing, go through the tube, scale that blue part with holes, or shimmy up that blue squiggly step slide thingy. Even as a person for whom these physical tasks aren't particularly difficult, I would appreciate stairs all the way up to the top. So I can only imagine that so would an adult who has less mobility/agility. I understand that play structures are geared toward kids and young people, but when children are in that transition stage where they are outgrowing the small child area but are maybe just a little too young/small to navigate the big structure by themselves, they should be able to explore it and become familiar with it while having their adult near/on it with them.

2. Please consider this my vote to do away with the archery area. I am completely uncomfortable near it and the thought of my kids someday going to the park by themselves and not necessarily being mindful of the boundaries? of that area or someone not using the area properly makes me incredibly nervous. It's dangerous to have that area in a park where kids are running around and exploring.

Let me also say that we love Lauderdale Park! The total space is wonderful. It has great grassy areas, a great shelter, and the fact that it has the rink area, tennis courts, basketball courts, volleyball court, and a baseball diamond in addition to the play area is fantastic. And, despite my own concerns, our kids enjoy the play structure and will likely continue to enjoy it even more as they get bigger. We do not have dogs but obviously the fact there is a dog park is great too. Our family has enjoyed the park for 3 years and hope to for many more to come!

Thank you for your consideration.
Sincerely,
Leah Dale
Lauderdale Resident

Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries



Notes

Enter Map Description

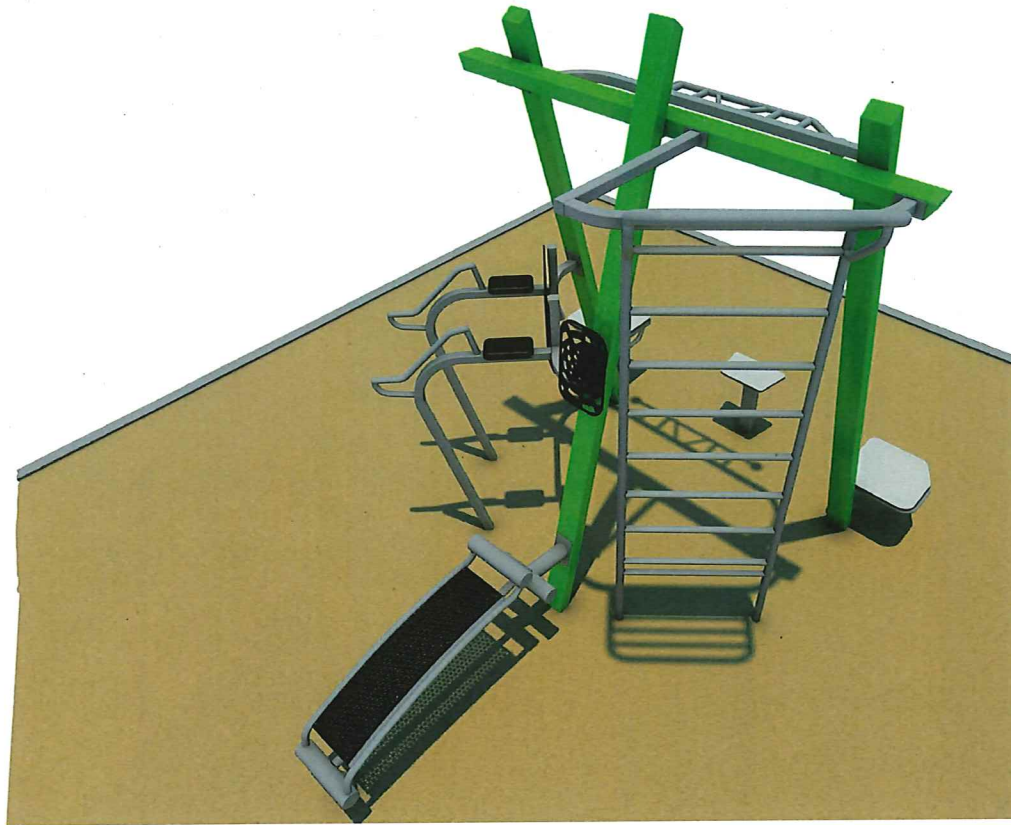
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A PLAYCORE Company

Thrive 250



\$9,900



You were meant to THRIVE! Whether you train alone or in a group, THRIVE provides the perfect setting to help you reach your goals!

Improve community wellness with high-quality composite fitness structures from GameTime. Thrive fitness systems accommodate multiple users at once, reducing wait times and providing a wide range of training options at every station. Thrive makes...

Features and Benefits:

Training Stations:

- Step-Up Platforms (12in and 18in)
- Swedish Ladder
- Decline Sit-Up Bench
- Variable Pull-Up Station

Model: 14911
Use Zone: 19' X 21'
Age Group: 13+ Years

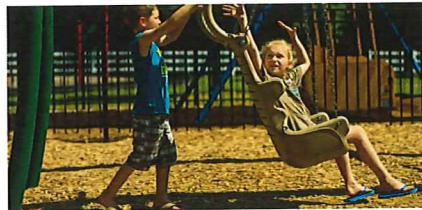
Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



A PLAYCORE Company

Sky Run Zip Track - Zero G Seat

\$9,356



Features and Benefits:

Model: 90856
Use Zone: 20' X 45'
Fall Height: 10'
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Expression Swing Tandem - 5-inch Top Rail

\$ 1,718



Expression Swing Tandem allows users ages 5 and up to swing face-to-face and eye-to-eye. Our patented design encourages social interaction between two children (or a child and adult) during play. It's a great way to provide multigenerational play on your playground.

Features and Benefits:

- Patented face-to-face, eye-to-eye design
- Two NexGen comfort swing seats for users of varying ages and sizes
- Great for older children who have outgrown the original Expression Swing
- Promotes multigenerational play between friends, siblings and family members

Model: 5168
Age Group: 5 to 12 Years
Number of Children: 2

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



Designing award-winning playgrounds since 1929.



Certified Installer Network - GameTime trained for GameTime playgrounds.



Complies with ASTM standards before it leaves the factory.



A PLAYCORE Company

Elementary FitKid Unit

\$11,526



Features and Benefits:

Model: 4610
Use Zone: 57' X 57'
Age Group: 5 to 12 Years

Limited Lifetime Warranty on uprights, hardware and connections. Visit gametime.com/warranty for full warranty information



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**CITY OF LAUDERDALE
LAUDERDALE, MINNESOTA**

NOTICE OF SPECIAL CITY COUNCIL MEETING

**Tuesday, April 24, 2018
7:30 p.m.**

NOTICE IS HEREBY GIVEN that the City Council will hold a Special Closed Meeting pursuant to Minnesota Statutes, Section 13D.05, subdivision 3 on Tuesday, November 14, 2017, commencing at the conclusion of the 7:30 p.m. Regular City Council meeting at 1891 Walnut Street, Lauderdale, Minnesota for the following purpose:

1. To develop or consider offers for the purchase of real property at 1825 Eustis Street in Lauderdale, Minnesota.

Heather Butkowski, City Administrator

DATED: April 20, 2018.