

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, APRIL 23, 2019
LAUDERDALE CITY HALL, 1891 WALNUT STREET

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL TO ORDER THE LAUDERDALE CITY COUNCIL MEETING**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the April 9, 2019 City Council Meeting
 - c. Claims Totaling \$61,225.65
4. **CONSENT**
 - a. March Financial Report
 - b. Joint Powers Agreement for Recycling Funding with Ramsey County
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. City Council Updates

7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEM**

- a. Conversation with Patrick Ostrom about Community Meeting Comments Regarding Real Estate Equities Proposed Senior Project at 1795 Eustis Street
- b. Consideration of Preliminary Bond Inducement Resolution for Real Estate Equities – Resolution No. 042319A
- c. Purchase Agreement with Schumacher Holdings, LLC for the Sale of 1821, 1825, and 1831 Eustis Street
- d. Resolution Requesting Comprehensive Road and Transit Funding - Resolution No. 042319B

9. **ITEMS REMOVED FROM THE CONSENT AGENDA**

10. **ADDITIONAL ITEMS**

11. **SET AGENDA FOR NEXT MEETING**

- a. Real Estate Equities Planned Unit Development Application Public Hearing
- b. Post Issuance Compliance Policy Update

- c. First Quarter Investment Report
- d. Annual Recycling Program Update by Eureka! Recycling

12. **WORK SESSION**

- a. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

Your participation, as prescribed by the Robert's Rules of Order and the standing rules of order and business of the City Council, is welcomed and your cooperation is greatly appreciated.

- b. Community Event Brainstorming Session
- c. Community Development Update

13. **ADJOURNMENT**

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

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April 9, 2019

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:34 p.m.

Roll Call

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

Councilors absent: None.

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

Approvals

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

Mayor Gaasch asked if there were any corrections to the meeting minutes. There being none, Councilor Dains moved and seconded by Councilor Grove to approve the minutes of the March 26, 2019, city council meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Dolphin moved and seconded by Councilor Moffatt to approve the claims totaling \$134,495.80. Motion carried unanimously.

Consent

Councilor Dains moved and seconded by Councilor Grove to approve the Consent Agenda thereby acknowledging the February Financial Report.

Informational Presentations/Reports

A. Annual SAPD Police Report by Chief Jon Mangseth

Police Chief Mangseth presented the Annual Police Report. He spoke in regards to the goals and objectives of the department moving forward as well as their accomplishments in 2018.

Residents in attendance asked about the street racing that occurs during the warmer months on Friday and Saturday nights. Chief Mangseth spoke to the multi-jurisdictional effort that goes into tracking and disrupting the race networks. They regularly ticket racers but that does not stop the activity. They will continue to work with the State Patrol, Roseville, Minneapolis, St. Paul, and University of Minnesota Police Departments on the issue.

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1891 Walnut Street
Lauderdale, MN 55113

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April 9, 2019

B. City Council Updates

Councilor Moffatt stated that she attended a poverty simulation hosted by the Do Good Roseville organization. Mayor Gaasch shared that she and Administrator Butkowski met with Kevin Frazell of the League of Minnesota Cities to setup a Government Alliance for Race and Equity (GARE) training for staff and council.

Discussion/Action Items

A. Review March 19 Community Meeting Comments Regarding Proposed Senior Project at 1795 Eustis Street

The City hosted a community open house to allow residents the opportunity to review and comment on Real Estate Equities' (REE) concept plans. The event garnered feedback from comment cards on the night of the event, comments received by staff via e-mail, and comments posted on NextDoor.

The Council reviewed the various comments and concerns from community members, and directed staff on issues they would like brought back to REE's development team.

B. Adoption of Small Cell Wireless Facility Standards – Resolution No. 040919A

Previously, the Council adopted the Small Cell Wireless ordinance. The Council must adopt the aesthetic standards to go along with the ordinance by April 15, 2019. Member cities of the Suburban Rate Authority drafted a comprehensive set of standards for consideration.

No additional changes were made by the Council prior to adoption of the resolution, and any future changes to the standards will require amendments approved by resolution.

Councilor Moffatt moved and seconded by Councilor Grove to adopt Resolution No. 040919A— A Resolution Adopting Small Wireless Aesthetic Standards. Motion carried unanimously.

C. Government Alliance for Racial Equity (GARE) Training Options

Mayor Gaasch has been interested in getting Lauderdale involved in the Government Alliance on Race and Equity (GARE). GARE is a network of governments working to achieve racial equity and advance opportunities for all. Many larger cities in Minnesota have participated in the program. The GARE process in larger cities requires a financial commitment and staff to devote to transforming the cities' culture. The League of Minnesota Cities (LMC) is trying to tailor the program to allow small cities to participate. They are interested in working with Lauderdale to see if this is possible.

Kevin Frazell from LMC has offered to train Lauderdale council and staff on the GARE model. He proposed an initial four-hour training session. After discussion, the Council selected June 4 starting at 5:00 p.m. as the training date.

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MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
Lauderdale, MN 55113

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April 9, 2019

Set Agenda for Next Meeting

Administrator Butkowski stated that the April 23 council meeting may include the Post Issuance Compliance Policy Update, consideration of preliminary bond inducement resolution for Real Estate Equities, and the March Financial Report.

Work Session

A. Opportunity for the Public to Address the City Council

Mayor Gaasch opened the floor to anyone in attendance that wanted to address the Council.

Craig Zbacnik, 1837 Eustis Street, addressed the Council. He expressed his concerns over the alleyway being extended on the 1800 block of Eustis Street between Eustis and Malvern as part of the street construction process.

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

B. Community Development Update

Butkowski mentioned that a resident stopped by with suggestions for Lauderdale Community Park including lights along the trails and trees lining the ballpark. Butkowski continued to say that Real Estate Equities will be submitting their second stage PUD application on April 12.

Closed Session

A. Consider Offers for 1821, 1825, and 1831 Eustis Street

Councilor Moffatt moved and seconded by Councilor Dolphin to enter a closed session to consider offers for the sale of real property at 1821, 1825, and 1831 Eustis Street at 9:20 p.m. Motion carried unanimously.

Councilor Moffatt moved and seconded by Councilor Grove to come out of closed session at 10:03 p.m. Mayor Gaasch noted city staff will continue to negotiate the deal.

Adjournment

Councilor Dolphin moved and seconded by Councilor Grove to adjourn the meeting at 10:04 p.m. Motion carried unanimously.

Respectfully submitted,



Miles Cline
Deputy City Clerk



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

Request for Council Action

To: Mayor and City Council
From: City Administrator
Meeting Date: April 23, 2019
Subject: List of Claims

The claims totaling \$61,225.65 are provided for City Council review and approval that includes check numbers 26362 to 26381.

Accounts Payable

Checks by Date - Detail by Check Date

User: heather.butkowski
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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 50800.04.2019 PERA Coordinated PR Batch 50800.04.2019 PERA Coordinated	04/19/2019 PR Batch 50800.04.2019 PER PR Batch 50800.04.2019 PER	1,134.41 983.16
Total for this ACH Check for Vendor 43:				2,117.57
ACH	44	Minnesota Department of Revenue PR Batch 50800.04.2019 State Income Tax	04/19/2019 PR Batch 50800.04.2019 Stat	657.49
Total for this ACH Check for Vendor 44:				657.49
ACH	45	ICMA Retirement Corporation PR Batch 50800.04.2019 Deferred Comp PR Batch 50800.04.2019 Deferred Comp	04/19/2019 PR Batch 50800.04.2019 Def PR Batch 50800.04.2019 Def	1,638.63 1,008.18
Total for this ACH Check for Vendor 45:				2,646.81
ACH	46	Internal Revenue Service PR Batch 50800.04.2019 Federal Income Tax PR Batch 50800.04.2019 Medicare Employer Po PR Batch 50800.04.2019 FICA Employer Portio PR Batch 50800.04.2019 Medicare Employee Pc PR Batch 50800.04.2019 FICA Employee Portio	04/19/2019 PR Batch 50800.04.2019 Fed PR Batch 50800.04.2019 Mec PR Batch 50800.04.2019 FIC. PR Batch 50800.04.2019 Mec PR Batch 50800.04.2019 FIC.	1,496.22 257.89 1,102.63 257.89 1,102.63
Total for this ACH Check for Vendor 46:				4,217.26
Total for 4/19/2019:				9,639.13
26362	34	AFSCME MN Council 5 PR Batch 50800.04.2019 Union Dues	04/23/2019 PR Batch 50800.04.2019 Unio	204.64
Total for Check Number 26362:				204.64
26363	65 16077712	Allstream Inc. Fax Line	04/23/2019	51.61
Total for Check Number 26363:				51.61
26364	52 042019	Bluechip Tree Company Inc 1567 Fulham Street - Remove Basswood Tree &	04/23/2019	1,275.00
Total for Check Number 26364:				1,275.00
26365	56 042019	James Bownik Mileage Reimbursement	04/23/2019	53.36
Total for Check Number 26365:				53.36
26366	192 79359246	Comcast Holdings Corporation April Internet	04/23/2019	487.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 26366:	487.61
26367	238 042019	Costco Wholesale Membership Renewal - DH & JB	04/23/2019	120.00
			Total for Check Number 26367:	120.00
26368	25 PUBW-017766 RISK-001981	County of Ramsey PR Batch 50800.04.2019 Short Term Disability PR Batch 50800.04.2019 Long Term Disability PR Batch 50800.04.2019 Life Insurance January - March Snow Removal Insurance Processing Fee	04/23/2019 PR Batch 50800.04.2019 Sho PR Batch 50800.04.2019 Lon PR Batch 50800.04.2019 Life	61.76 88.99 303.53 14,118.77 25.00
			Total for Check Number 26368:	14,598.05
26369	25 042019	County of Ramsey Property Taxes - 1821 Eustis Street	04/23/2019	38.04
			Total for Check Number 26369:	38.04
26370	25 042019	County of Ramsey First Half Property Taxes - 1825 Eustis Street	04/23/2019	1,092.00
			Total for Check Number 26370:	1,092.00
26371	25 042019	County of Ramsey First Half Property Taxes - 1831 Eustis Street	04/23/2019	426.00
			Total for Check Number 26371:	426.00
26372	19 79787 79884	Ehlers and Associates Inc Continuing Disclosure Reporting 1795 Eustis Redevelopment	04/23/2019	750.00 1,917.50
			Total for Check Number 26372:	2,667.50
26373	9 042019	Genuine Parts Company Inc Oil Filter	04/23/2019	13.96
			Total for Check Number 26373:	13.96
26374	1 042019	Lillie Suburban Newspapers Inc Publish Summary Financial Report	04/23/2019	103.50
			Total for Check Number 26374:	103.50
26375	99 264	Metropolitan Area Management Association Luncheon Meeting - HB	04/23/2019	25.00
			Total for Check Number 26375:	25.00
26376	84 042019 042019 042019 042019 042019	North Star Bank Cardmember Services Shipping Materials MCMA Conference - JB MCMA Hotel Stay - JB Powering Inclusion Summit - MG Mailing Envelopes	04/23/2019	40.84 400.00 253.42 140.00 12.95
			Total for Check Number 26376:	847.21
26377	12	North Suburban Access Corporation	04/23/2019	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	2019-044	March Webstreaming & Archiving		271.57
			Total for Check Number 26377:	271.57
26378	26 1495175	Stantec Consulting Services Inc 2019 Street Improvements	04/23/2019	27,119.11
			Total for Check Number 26378:	27,119.11
26379	162 754 755	Swanson Haskamp Consulting, LLC Eustis Redevelopment Comprehensive Plan Pay 18	04/23/2019	654.25 327.50
			Total for Check Number 26379:	981.75
26380	90 9827231277 9827231277 9827231277	Verizon Wireless March Cell Phone March Cell Phone March Cell Phone	04/23/2019	16.05 32.10 16.06
			Total for Check Number 26380:	64.21
26381	74 632453926 632486093 632605402 632832942 632952294 632952294 632952294 632952294 632952294 632955083 632955083	Xcel Energy Larpenteur Bridge Lights 2430 Larpenteur Avenue W March Street Lighting Larpenteur Avenue 1917 Walnut Street 1917 Walnut Street 1885 Fulham Street 1885 Fulham Street 1891 Walnut Street 1891 Walnut Street	04/23/2019	33.03 19.02 437.68 56.21 69.68 88.70 38.05 59.05 193.60 151.38
			Total for Check Number 26381:	1,146.40
			Total for 4/23/2019:	51,586.52
			Report Total (24 checks):	61,225.65

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date April 23, 2019

ITEM NUMBER March Financial Report

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month, staff provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for March 2019.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for March 2019.

General Ledger
Cash Balances



User: heather.butkowski
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Period 03 - 03
Fiscal Year 2019

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-3,396,985.37	121,734.92	136,784.04	-3,412,034.49
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	15,117.39	24.56	2,213.13	12,928.82
Cash	227-00000-000-10100	98,154.62	171.27	8,172.90	90,152.99
Cash	305-00000-000-10100	38,099.35	72.52	0.00	38,171.87
Cash	401-00000-000-10100	123,347.99	234.77	0.00	123,582.76
Cash	403-00000-000-10100	1,273,081.64	2,353.27	36,696.75	1,238,738.16
Cash	404-00000-000-10100	273,042.71	517.35	1,232.25	272,327.81
Cash	414-00000-000-10100	259,314.32	493.57	0.00	259,807.89
Cash	416-00000-000-10100	94,814.95	180.47	0.00	94,995.42
Cash	602-00000-000-10100	940,984.72	49,768.06	7,585.49	983,167.29
Cash	603-00000-000-10100	382,478.17	19,340.69	6,435.69	395,383.17
Current Assets		101,550.49	194,891.45	199,120.25	97,321.69
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	3,943,895.87	7,501.32	100,000.00	3,851,397.19
Investments		3,943,895.87	7,501.32	100,000.00	3,851,397.19
Grand Total		<u>4,045,746.36</u>	<u>202,392.77</u>	<u>299,120.25</u>	<u>3,949,018.88</u>

General Ledger Revenue vs Expense

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 Period 03 - 03
 Fiscal Year 2019



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% ExpendCollect
101	General Fund					
	Revenue					
	Taxes	810,104.00	0.00	0.00	810,104.00	0.00
	Licenses and Permits	35,850.00	4,169.40	7,121.55	28,728.45	19.86
	Intergovernmental Revenues	540,820.00	0.00	0.00	540,820.00	0.00
	Charges for Services	11,800.00	615.18	1,123.46	10,676.54	9.52
	Fines and Forfeits	30,000.00	3,226.00	7,870.58	22,129.42	26.24
	Miscellaneous Revenue	10,000.00	1,096.95	14,574.90	-4,574.90	145.75
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	1,438,574.00	9,107.53	30,690.49	1,407,883.51	2.13
	Expense					
	Personal Services	397,863.00	32,168.86	94,605.86	303,257.14	23.78
	Supplies	17,400.00	1,535.93	4,477.44	12,922.56	25.73
	Other Services and Charges	975,311.00	78,825.29	231,643.59	743,667.41	23.75
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	<u>48,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>48,000.00</u>	<u>0.00</u>
	Expense	1,438,574.00	112,530.08	330,726.89	1,107,847.11	22.99
101	General Fund	0.00	-103,422.55	-300,036.40	300,036.40	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	20,000.00	0.00	46.39	19,953.61	0.23
	Miscellaneous Revenue	<u>40.00</u>	<u>24.56</u>	<u>56.38</u>	<u>-16.38</u>	<u>140.95</u>
	Revenue	20,040.00	24.56	102.77	19,937.23	0.51
	Expense					
	Personal Services	8,930.00	685.99	1,995.01	6,934.99	22.34
	Supplies	600.00	0.00	650.00	-50.00	108.33
	Other Services and Charges	3,700.00	1,527.14	1,527.14	2,172.86	41.27
	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	18,230.00	2,213.13	4,172.15	14,057.85	22.89
226	Communications	1,810.00	-2,188.57	-4,069.38	5,879.38	-224.83

General Ledger

Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	6,000.00	0.00	0.00	6,000.00	0.00
	Miscellaneous Revenue	<u>46,460.00</u>	<u>171.27</u>	<u>370.19</u>	<u>46,089.81</u>	<u>0.80</u>
	Revenue	52,460.00	171.27	370.19	52,089.81	0.71
	Expense					
	Personal Services	22,996.00	1,777.10	5,167.25	17,828.75	22.47
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	38,500.00	6,395.80	6,395.80	32,104.20	16.61
	Capital Outlay	<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>350.00</u>	<u>0.00</u>
	Expense	61,846.00	8,172.90	11,563.05	50,282.95	18.70
227	Recycling	-9,386.00	-8,001.63	-11,192.86	1,806.86	119.25

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	300.00	72.52	149.07	150.93	49.69
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	300.00	72.52	149.07	150.93	49.69
	Expense					
	Debt Service	<u>18,939.00</u>	<u>0.00</u>	<u>19,414.38</u>	<u>-475.38</u>	<u>102.51</u>
	Expense	18,939.00	0.00	19,414.38	-475.38	102.51
305	GO TIF Revenue Bonds 2018A	-18,639.00	72.52	-19,265.31	626.31	103.36

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019



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	1,000.00	234.77	482.60	517.40	48.26
	Other Financing Sources	27,000.00	0.00	0.00	27,000.00	0.00
	Revenue	28,000.00	234.77	482.60	27,517.40	1.72
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	70,000.00	0.00	0.00	70,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	70,000.00	0.00	0.00	70,000.00	0.00
	General Capital Projects	-42,000.00	234.77	482.60	-42,482.60	-1.15

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019

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	2,353.27	4,945.75	1,054.25	82.43
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	6,000.00	2,353.27	4,945.75	1,054.25	82.43
	Expense					
	Capital Outlay	0.00	36,696.75	36,696.75	-36,696.75	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	36,696.75	36,696.75	-36,696.75	0.00
403	Street Capital Projects	6,000.00	-34,343.48	-31,751.00	37,751.00	-529.18

General Ledger Revenue vs Expense



User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Miscellaneous Revenue	3,500.00	517.35	1,066.61	2,433.39	30.47
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	3,500.00	517.35	1,066.61	2,433.39	30.47
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	65,000.00	1,232.25	1,232.25	63,767.75	1.90
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	65,000.00	1,232.25	1,232.25	63,767.75	1.90
404	Park Capital Projects	-61,500.00	-714.90	-165.64	-61,334.36	0.27

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 4/10/2019 2:56:31 PM
 Period 03 - 03
 Fiscal Year 2019

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment					
	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
	Expense	0.00	0.00	0.00	0.00	0.00
405	Rosehill Tax Increment	0.00	0.00	0.00	0.00	0.00

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 4/10/2019 2:56:31 PM
 Period 03 - 03
 Fiscal Year 2019



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	2,000.00	493.57	1,014.43	985.57	50.72
	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	40,000.00	493.57	1,014.43	38,985.57	2.54
	Expense					
	Other Services and Charges	20,000.00	0.00	0.00	20,000.00	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	20,000.00	0.00	0.00	20,000.00	0.00
414	Development	20,000.00	493.57	1,014.43	18,985.57	5.07

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 4/10/2019 2:56:31 PM
 Period 03 - 03
 Fiscal Year 2019



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
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 Period 03 - 03
 Fiscal Year 2019



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	750.00	180.47	371.12	378.88	49.48
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	750.00	180.47	371.12	378.88	49.48
	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
	Other Uses	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	750.00	180.47	371.12	378.88	49.48

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019



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	285,916.00	49,580.89	74,909.51	211,006.49	26.20
	Miscellaneous Revenue	10,000.00	1,867.75	3,768.30	6,231.70	37.68
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	295,916.00	51,448.64	78,677.81	217,238.19	26.59
	Expense					
	Personal Services	75,398.00	5,960.24	16,630.30	58,767.70	22.06
	Supplies	800.00	130.80	130.80	669.20	16.35
	Other Services and Charges	197,718.00	3,175.03	50,558.34	147,159.66	25.57
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	<u>22,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>22,000.00</u>	<u>0.00</u>
	Expense	295,916.00	9,266.07	67,319.44	228,596.56	22.75
602	Sanitary Sewer	0.00	42,182.57	11,358.37	-11,358.37	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
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 Period 03 - 03
 Fiscal Year 2019



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	107,194.00	18,886.14	26,978.29	80,215.71	25.17
	Miscellaneous Revenue	4,500.00	751.12	1,520.52	2,979.48	33.79
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	111,694.00	19,637.26	28,498.81	83,195.19	25.52
	Expense					
	Personal Services	63,844.00	5,038.73	14,037.86	49,806.14	21.99
	Supplies	700.00	130.80	130.80	569.20	18.69
	Other Services and Charges	27,150.00	1,562.73	5,079.38	22,070.62	18.71
	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
	Other Uses	<u>10,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>10,000.00</u>	<u>0.00</u>
	Expense	106,694.00	6,732.26	19,248.04	87,445.96	18.04
603	Storm Water	5,000.00	12,905.00	9,250.77	-4,250.77	185.02

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 4/10/2019 2:56:31 PM
 Period 03 - 03
 Fiscal Year 2019



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
	Debt Service	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: 4/10/2019 2:56:31 PM
 Period 03 - 03
 Fiscal Year 2019

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		1,997,234.00	84,241.21	146,369.65	1,850,864.35	0.0733
Expense Total		2,095,199.00	176,843.44	490,372.95	1,604,826.05	0.234
Grand Total		-97,965.00	-92,602.23	-344,003.30	246,038.30	3.5115

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u>April 23, 2019</u>
Special <u> _____</u>	ITEM NUMBER <u>Renew Joint Powers Agreement (JPA) for Recycling Fees</u>
Public Hearing <u> _____</u>	STAFF INITIAL <u>Jim</u>
Report <u> _____</u>	APPROVED BY ADMINISTRATOR <u>_____</u>
Discussion/Action <u> _____</u>	
Resolution <u> _____</u>	
Work session <u> _____</u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The current JPA for recycling fees expires June 30, 2019. This is an agreement between Ramsey County and participating Cities within the County to fund long-term municipal recycling programs. Recycling fees are collected by Ramsey County in the form of a recycling assessment to property owners. We receive these fees from the County via the tax settlements twice per year. Penalties and interest for delinquent recycling fees are also collected through this process.

The next term would be for 5.5 years (7/1/2019-12/31/24). The next step is for the County Board to approve the 2019-2024 JPA for Recycling Fees, which is enclosed. There are no changes in language from the current JPA to this one (based on feedback from participating cities and the County's needs):

OPTIONS:

- 1) Approve as consent item.
- 2) Remove from consent agenda for discussion.

STAFF RECOMMENDATION:

By approving the consent agenda, the council is authorizing staff to execute the JPA with Ramsey County for recycling fees.

COUNCIL ACTION:

JOINT POWERS AGREEMENT FOR RECYCLING FUNDING

This Agreement is between the County of Ramsey, (“County”), and the City of Lauderdale (“City”).

WHEREAS, Ramsey County requires municipalities to assure recycling service is available to all residents at their place of residence; and,

WHEREAS, Ramsey County requires each municipality to be responsible for developing a long-term financing mechanism to fund its residential recycling program; and,

WHEREAS, the County has authority, pursuant to Minnesota Statutes §§ 473.811 and 400.08, to collect just and reasonable rates and charges for solid waste management services provided by the County or by others under contract with the County; and,

WHEREAS, the City desires to finance its recycling program by assessing individual property owners within the City for the costs of its program utilizing the County’s solid waste management service charge authority under contract with the County;

NOW, THEREFORE, IT IS AGREED:

I. CITY OBLIGATIONS

- A. The City shall comply with all requirements as laid out in the 2019 SCORE grant agreement and all forthcoming SCORE grant agreements through the duration of this Agreement.
- B. The City shall comply with Minnesota Statutes §§ 115A.46 and 115A.471 when arranging for the management of mixed municipal solid waste (MSW), including MSW from City-owned, operated or leased properties, and assure delivery of such waste to a waste processing facility for resource recovery.
- C. The City shall apply funds collected by the County on behalf of the City, pursuant to this Agreement, hereafter described as recycling service charge funds, to residential recycling and related activities. Recycling service charge funds may be used for the recycling portion of residential clean-up events and curbside collections, recycled product procurement, recycling collection bins, costs of providing a recyclable material drop-off center, management of tree and shrub waste, source-separated organics collection and associated costs, educational materials, or other costs consistent with the County’s Solid Waste Management Master Plan and approved by Saint Paul – Ramsey County Public Health (“the Department”). Administrative costs associated with the City’s solid waste and recycling program are eligible, but must first be approved by the Department.

The City may apply recycling service charge funds collected by the County on behalf of the City, pursuant to this Agreement, to non-residential recycling costs so long as fees are charged to non-residential properties for this service. Recycling service charge funds may be used for non-residential recycling costs, source-separated compostable material collection and associated costs, or other costs consistent with the County's Solid Waste Management Master Plan and approved by Saint Paul – Ramsey County Public Health.

- D. On or before December 1 of each year the City shall provide the Department with a recycling budget which details eligible costs for the subsequent year. The budget shall show how all SCORE funds to be distributed to the City by the County for recycling service are proposed to be used.
- E. The City shall pay the County the actual costs of administering the City's recycling service charge. The County's actual costs will include but are not limited to the costs of computer programming and the Ramsey County Property Tax, Records and Election Services Department's direct overhead costs attributable to providing these services. The City shall pay the County within thirty (30) days of receipt of the County's invoice.
- F. On or before December 1 of each year, or on such other date as may be agreeable to the parties during the term of this Agreement, the City shall provide the County with a spreadsheet identifying property identification numbers (PINS), parcel types, recycling service charge rates and other requested information to be applied to each property.

II. COUNTY OBLIGATIONS

After receipt of the recycling service charge rates from the City, the County shall list the City's recycling charge on the property owners' tax statements, and shall label the charge as "Recycling."

III. TERM

The Term of this Agreement is July 1, 2019 through December 31, 2024.

IV. TERMINATION

- A. FOR CAUSE. In the event that the City fails to comply with the terms of this Agreement, or any statutory requirements, ordinances and/or plans related to this Agreement, the County may terminate this Agreement. In the event that the County exercises its right to terminate this Agreement for cause, the County shall submit written

notice to the City specifying the reasons for termination and the date upon which the termination becomes effective.

B. WITHOUT CAUSE. This Agreement may be terminated by either party without cause, on one hundred-eighty (180) days written notice to the other party.

C. OTHER EVENTS. In the event of a loss in funding or that the County's authority to provide the services contemplated in this Agreement is modified or repealed this Agreement immediately terminates.

V. ACCESS TO DOCUMENTS

Until the expiration of six years after this Agreement terminates, the City shall make available to the County, the State Auditor or the County's ultimate funding source, a copy of this Agreement and books, documents, records and accounting procedures and practices of the City relating to this Agreement.

VI. HOLD HARMLESS

Each party agrees to defend, indemnify and hold the other party harmless from any costs, claims, demands, actions or causes of action, including reasonable attorneys' fees, arising out of any act or omission on the part of the party or any of its agents or employees in the performance of or with relation to any of the work or services provided by the party under the terms of this Agreement. Nothing in this Agreement shall constitute a waiver by either party of any limitations or exceptions of liability under Minnesota Statutes Chapter 466.

VII. EQUAL EMPLOYMENT OPPORTUNITY

Each party agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, sexual preference, marital status, status with regard to public assistance, disability or age. When required by law and requested by the other party, each party shall furnish a written affirmative action plan to the other party.

VIII. DATA PRACTICES

All data collected, created, received, maintained or disseminated for any purpose in the course of either party's performance of this Agreement is governed by the Minnesota Government Data

Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act. The parties agree to abide strictly by these statutes, rules and regulations.

WHEREFORE, this Agreement is duly executed on the last date written below.

RAMSEY COUNTY

CITY OF LAUDERDALE

Jim McDonough, Chair
Ramsey County Board of Commissioners

By: _____
Mary Gaasch
Mayor

Janet M. Guthrie, Chief Clerk
Ramsey County Board of Commissioners

By: _____
Heather Butkowski
City Administrator

Date: _____

Date: _____

Approved as to form and insurance:

Assistant County Attorney

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 23, 2019

ITEM NUMBER REE Conversation

STAFF INITIAL WBS

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Per the Council's request, staff invited Patrick Ostrom from Real Estate Equities to the meeting to go over the comments received from the Community. Staff will let Patrick know the Council is especially interested in walking through the concerns related to the construction process. Staff also will let him know that Julie Eddington will be here to walk through the housing bond process.

OPTIONS:

STAFF RECOMMENDATION:

1795 Eustis Redevelopment – Open House
Comment Card from Open House
March 19, 2019

Comment #1

Please put in sidewalks in front of the new property from Spring St. south on Eustis as far as you can. Ask Metro Transit or DARTS about bus service to Larpenteur & continue to Como Ave.

Asked about salvaging bricks from the old school and selling them to former residents. Proceeds can be used for the Park Fund or other community uses.

Comment #2

Existing solar panels on 1801 Eustis St. block us by the height of the building for part of the year per plan. Solar panel easement or compensation consideration.

Comment #3

Development should be at least 4 stories tall. If it is too short, it will not work economically. 4 stories is not too tall for the site.

Comment #4

How will the timeline fit with Eustis St. repairs?

Comment #5

Will there be bike parking? If so, where? There should be.

Comment #6

Regarding TIF: The market rates seem inflated. I don't know anyone who pays \$1875 for a two-bedroom apartment. I have a friend who pays \$1300/month for a spacious 2 bedroom duplex, which includes all of the utilities! You can buy a lot of house for an \$1875/month payment! I think there should be an underground parking spot for each unit. I think the whole project needs to be scaled back. There is too little green space. It's too tall. The house across the street will lose too much of their sunlight. Didn't an e-mail early on say it would be limited to 3 stories?

Comment #7

There needs to be alley access from the project's parking lot. Make sure that idle hours are enforced on all construction vehicles.

Comment #8

I don't think the washer/dryer in every unit is needed. Could be plumbed & optional and/or include a central laundry. Include workshop & space for outdoor grilling and a craft room for amenities. Floorplan – Pic shows bar-height center island which seems inappropriate for senior use.

Comment #9

How about adding a little walk-in “coffee area” (coffee & pastries) open to the public?

Comment #10

It looks good. Street traffic with all of the little kids running around is my main concern. Thanks!

Comments Submitted After Event

Comment #11

Hi Heather, my couple of comments regarding this -

We were under the impression that the city was looking at offers that had no more than 51 units. Can you advise?

I'm worried about noise and disruptions from increased emergency vehicle traffic. These will come right by my front door at any time as we live on Eustis.

We are wondering if the parking lot fills up, will people be parking in front of our house? Our driveway entrance to Eustis gets nearly blocked already from the single side parking. We'd like adequate parking for up to 140 residents and their visitors.

It also concerns me that a structure like this is at complete odds with the appearance and architecture of basically every other thing in the city. I understand the incentives we give and receive to attract an offer like this, but I feel like the look of it doesn't fit? It would also become the tallest building in town right away.

We just bought here in part because of the charm of the city and we want to protect that. Please consider my thoughts on the matter as we move forward.

Also, the trees. :(

Comment #12

I couldn't make the meeting last night. I was sad not to!

Can you tell me if the builder or presenter of the apartment/condo complex is the same who built on Snelling and Larpenteur?

My HUGE concerns and disapproval are that I don't feel a condo/apartment complex is the right thing for our community in that space and if we learn from Falcon Heights example with what was built on the corner of Snelling and Larpenteur it was a major negative for the community! They couldn't sell to senior citizens so the complex ended up being section 8 housing. It is one of falcon heightd biggest crime pockets and they lost their largest business on the main level Central Pediatrics due to the bad behavior and criminal difficulties with the tenants. This is NOT what I want to enter Lauderdale! We have enough section 8 in Lauderdale. We don't need more!!

I'm interested in knowing what is happening on Eustis street where the two houses were torn down. When are these family homes going to be built? I want to know more about those and see if those are the kind of homes that could be built on the Christian church property. Single family homes makes more sense for the community to me.

There's my opinion. Please share if you would. Thank you!

Comment #13

My name is Emma and I was at the meeting last night with my husband Cal. We're really pleased with the curb appeal and size of the project. Our questions regarding mixed affordable and market rate units were all quickly answered by city staff and Real Estate Equities. As newer members of the community who would like to stay in our home for many years, we think this project will be a great addition to the future of Lauderdale.

Comment #14

How will the timeline of the demolition / construction of the apartment complex intersect with the reconstruction of Eustis Street? Also what about added water/sewer infrastructure required for 114 apartments? Will plans for the Eustis St. project need to be modified?

I have a Eustis St. facing driveway and garage and seldom use the alley.

Comment #15

Thank you Heather, I was going to mention this, but, you are on top of things. Also huge thank you, to you Mary and our city Council for the fantastic job in assembling this project. I'm sure this will be a fantastic asset to the Lauderdale community.

Comment #16

Thanks for the info, Heather. We do daycare for our grandkid and it ran late. I turned into the ctv channel but am glad there's a video. I'll check all this stuff out especially the finance stuff. I am concerned with their tif request and how much annual property taxes will be generated. With all this affordable housing stuff, the flip side is to keep housing more affordable for us that already live here. My property taxes are \$4200 a year and although we can afford it, it would be nice to have some relief!! The school district alone went up \$400 a year two years ago. I know the school property is tax exempt now but still it doesn't make sense to drive seniors out of their homes to move to 'affordable' housing. I'm also concerned that everybody and their brother are building this affordable housing and if there's no over 55 demand, what then??? I don't know what any residents said at the meeting but those are my concerns for now. No need to respond. Possibly some tif is warranted..is it an all of nothing proposition??? I don't want to be a pain so I'll check out the materials.

Comment #17

Thanks for sending this out. My husband Andy and I stopped by the presentation last night, and were pleased with the quality of the materials presented. We did not stay for the discussion, but do have a few comments that we would like to share with city staff. We live at 1791 Malvern, right across the street from the proposed development. While we like the idea of a senior apartment complex at the site, we have some concerns about the construction phase of the project that we would like to see addressed in the developer's Land Use Application. They are:

- Mitigation measures that will be used to minimize noise and dust during construction.
- The daily working hours of construction personnel during the construction phase. We would prefer that they avoid early or late hours to limit disruptions.

- Safety fencing and other measures to ensure neighborhood kids or pets cannot access the construction site (i.e., how will they secure the site?).
- Information on whether utilities such as water, electricity, etc. will be disrupted during construction and, if so, how will they notify nearby homeowners and what is their plan to minimize disruptions? If there will be disruptions, how long would they last?
- Because the development plan involves building underground parking structures, we would like to understand what the risks may be to nearby existing structures from vibrations during installation of building supports, etc. Many of the homes directly adjacent to the site, ours included, are older homes and we are concerned about impacts to structural integrity (foundations) or cosmetic features such as plaster walls. Will the developer conduct any pre-construction surveys to document the condition of homes and other structures within a prescribed radius of the site? Or, alternatively, are there studies or other documentation the developer can provide to "prove" the risk of damage to existing structures is not a concern?
- What is the developer's plan for exterior lighting of the apartment complex? Will exterior lighting be designed to limit aesthetic impacts on nearby homes?

Thank you for considering our comments. Have a pleasant day!

Comment #18

I couldn't make the meeting this week, will there be others to discuss this topic? I'm concerned about their use of the second half of our alleyway, which according to this plan is going to be taken over by the corner property and will have a treeline on it. I live at the confluence of the two alleyways on this block (at 1765). Without that portion of the alleyway (the east-west direction alleyway), I actually have to make a 180 degree turn to get into my garage (most other garages on the block have the door facing the alleyway, so its only a 90 degree turn). Also, on winters such as this winter, where there is large snow buildup, there actually isn't a lot of space for me to even get into the parking space outside of my garage (for me to make a multi-point turn to accomplish this.) The right angle of the alleyway at least makes this a bit easier. Rebuilding my garage is not something I want to have to do, especially since I have one of those structures that was existing before the current rules about distance from the alleyway etc--i.e., if I rebuilt the garage, it would have to be further from the alleyway and thus take up more of my yard. Also, naturally, rebuilding the garage to accommodate this situation would be an expense I wouldn't want to incur as a consequence of this plan.

I'm guessing a solution to this would be to enter through the apartment building's parking lot to get to my home, but I'm also concerned in general with the amount of traffic their sharing of our alleyway will cause. We chose this house in this area because it seemed like a great block for kids to play when we choose to have them (and, as the kids do when my family and friends come to visit). Especially since directly eustis street is directly in front of our house (fast cars, not very friendly for playing). For 114 units, a fairly consistent flow of vehicles will be passing through, it seems.

I understand that we are purchasing Eustis and will be able to make changes to it that will slow the flow of traffic. I guess, from my position, I am hoping for some guarantees on this issue. For example, what if the makeup of the city council changes, and the confluence of all of these changes make for a Eustis that still has fast-moving traffic AND a busy alleyway?

A few questions I have:

Are they going to be generating several options for this layout? It seems there are several options they could go with that, though it wouldn't maximize space for them, it would minimize disruptions for those of us on the block (such as--keeping our alleyway as-is and making their parking have the same entrance/exit-- their appears to be a circuit within the lot, so this wouldn't be terrible in that regard. Or having an exit on malvern) Something that could make the building/lot much more self-contained? I understand they want some landscaped area for them to have activities, but will that extra 10 feet really make such a difference on such a large lot?

Do you have research material we can access that shows the impact on property values for a building like this? Just something showing the dynamics of a situation such as this one, and how it played out in other similar neighborhoods in the cities (ones that were previously fairly quiet).

Comment #19

My main thoughts are that this is a residential neighborhood, we are used to it being fairly quiet, without any excessively large structures. I don't feel like a 3 1/2 story building would complement what we have in this town? I don't mind if we have a big building on that block, but I would personally oppose anything *that* large. I don't see the benefit to the residents of Lauderdale apart from an unspecified amount of tax dollars, and that a company is willing to demo this old building. It would invite a lot of traffic on our (soon to be coming) new roads, and frankly I don't like the architecture of these buildings. I personally find them an eyesore, and they are everywhere now. I don't get the need for this here. While I would prefer a senior living home to just any old apartment building, I would ask that it is contained to the originally stated 51 units. This town is a little treasure, and I can't stand the thought of compromising our culture and our atmosphere for what amounts to extra tax dollars. I can't see any other reason why we would want a 119 unit building.

I realize there will be room to address these concerns in the public hearing when that is eventually scheduled. Please consider my comments as we approach that time, I just bought a home here in September and I am nervous as all hell that I will come to regret that with this being built 5 houses down the road from me. I bought here because we are a quiet neighborhood and a close-knit community. Because I have friends who live on the other side of this building from me, and down the road. My kids played on the trees (that were cut down), and the neighborhood kids who use the basketball hoop in the lot. My daughter learned to ride a bike there. It makes it feel like a family, it promotes that sense of belonging to a community. I bought here even after there were proposals about building "something" on that lot, because when I raised my concerns at the original meeting I relieved that it would be limited to 51 units in the zoning plan. Obviously the old schoolhouse has to go, but what replaces it should respect the community in which it's being built. I cannot for the life of me seeing the public finding any way to enjoy the land this building will come to occupy, and we are the ones who currently own it.

I'm not trying to throw shade on you guys' decision-making process or anything, I simply don't want this size of a building in our town, I think it takes away from exactly what makes this place so appealing. Please understand.

Comments Submitted via NextDoor
Edited to Make Readable

Initial Poster

I'd encourage everyone to keep an eye out for information on the new proposed senior living facility for the old school/church lot. I'm personally not a fan of having that many new units in the area. My husband attended. 119 individual units is excessive. City Council mentioned a lower number at the last meeting. Entrance from Eustis means the one sided parking on this street would likely be full not to mention the increased vehicle traffic in the area. I'd encourage people to look at the proposal if they haven't already.

I am not against senior living in the area, I am not in favor of the amount of units proposed for this area. That kind of influx of people and emergency vehicles has the potential to be disruptive. Seek the document that shows the size of the building. It is not coincidental that Eustis gets a new road when a property of this size is then proposed.

Commenter #1

I am all for senior living housing in our community!

Commenter #2

119 units is huge. That's 30 units on 4 floors? Why so big?

Commenter #3

No doubt the developers want to maximize their profit potential by building the most possible units and parking lots & green space would work against that. I've never been in the current school building, but 30 units/floor does seem like a lot of building unless the units are very small, in which case, that wouldn't seem very attractive for long term living. My other concern is, like the Initial Poster, if there is a lot of traffic and need for parking -- 119 units worth @ even 1 vehicle/unit is a lot of parking spaces. I won't draw a direct line between getting Eustis fixed and this development going forward, but it would be a big shame to improve Eustis traffic flow & safety only to have a block or more of that taken up by residential and/or guest parking when what the community wanted was a street that improved bike & pedestrian uses along with less vehicle damage from potholes -- not to mention the \$\$ current Eustis homeowners would basically be donating to a developer's needs.

Commenter #4

The senior living on Coffman seems not to contribute heavily to traffic. Is there any reason to think the Eustis development would be different? One thing I'll note is that Lauderdale's non-automotive transportation network is deeply flawed - we've basically lucked into a grid system and that's it. The only traffic calming is potholes. The light at Eustis and Larp prioritizes auto traffic, even at the expense of pedestrian safety. Larp, Eustis, and Roselawn are designed to quickly move vehicles through town, instead of moving vehicles at a safe speed for residents. Already walking to the 61, 30 or 3 stops is challenging. That needs to be dealt with, preferably by someone who regularly walks and buses, before we kill someone's grandparent.

Commenter #5

I think the proposal looks good as sent out by e-mail from the City. The number of surface parking spots will go down quite a bit to just 24, with the rest underground. Access from Eustis makes more sense to me than access from either Malvern or Spring.

Commenter #4

Looking further at the paperwork, I'm a little concerned about the tax subsidies. There aren't many Lauderdale businesses that will see a benefit to more people. We have no dining and little shopping. So we are unlikely to see other tax revenue increase significantly from this project. So that justification of TIF doesn't hold water. Another justification, that TIF serves to restore blighted areas, seems absurd - I'd hardly call west of Eustis a blighted area! So why the incentive? Would we be better off, from a financial perspective, by selling the property to someone who would build a few houses? Are we going to see our taxes go up as we must subsidize the developers profit? I'll note we'll be handing out a subsidy of \$3.5 million (total) over 26 years. The developer cites this is necessary because of the \$1.5 million cost of demolition. Seems like not a great deal for us, to be honest. Note that after 26 years, we would get full property taxes on it. Which is a benefit.

Commenter #3

After looking through the materials shared by city hall this afternoon, I have to say this is probably about as good as Lauderdale could hope for -- could be a bit better at energy effic., & "green", but they are further along that continuum than most "affordable" developments. Hopefully this development won't put too much added stress on our local infrastructure (water, sewer, nat gas & elec grid.) At first glance, the driveway entrance via Eustis seemed a bit odd, but at least Eustis is habitually our main road already so there's some logic to it, versus the current driveway via Spring and the L shaped alley via Malvern. Having a few above ground parking spots (for guest parking?) and mostly underground parking is a plus in my book, hoping that means less on-street parking taken by this one property and less traffic/car door noise for the rest of the neighborhood. Not sure what they think they'll be doing with snow removal with an internal/court yard parking and sidewalks situation. Doesn't seem to be any sidewalks around the outside perimeter either -- status quo. It's not super generic-ugly but I'm glad I won't have to look at it out my front window everyday.

Initial Poster

I have friends on Malvern who do have to look at it every day, is part of my problem. Easily the largest structure in the area aside from the unit on the country club and not enough assigned parking to cover the units.

Commenter #6

I'm a senior living in Lauderdale and I am thrilled that the city is looking at this type of proposal. This will help low income seniors living on a fixed income. I am thankful our city is looking at the needs of the less fortunate and stay in.

I am proud to be a member of the Lauderdale community.

Commenter #7

In the interest of discussion, I thought I would share the list of questions I sent to the city council after attending the presentation on Tuesday night. We live directly across from the proposed

development, and although we support the development of affordable senior housing in Lauderdale, we do have some concerns about how the developer will mitigate construction impacts and such. And I share some of the concerns others have expressed in this thread. I encourage others to share your concerns with the city council. They are very easy to talk to and seem genuinely interested in hearing the community's concerns. My questions: - Mitigation measures that will be used to minimize noise and dust during construction. - The daily working hours of construction personnel during the construction phase. We would prefer that they avoid early or late hours to limit disruptions. - Safety fencing and other measures to ensure neighborhood kids or pets cannot access the construction site (i.e., how will they secure the site?). - Information on whether utilities such as water, electricity, etc. will be disrupted during construction and, if so, how will they notify nearby homeowners and what is their plan to minimize disruptions? If there will be disruptions, how long would they last? - Because the development plan involves building underground parking structures, we would like to understand what the risks may be to nearby existing structures from vibrations during installation of building supports, etc. Many of the homes directly adjacent to the site, ours included, are older homes and we are concerned about impacts to structural integrity (foundations) or cosmetic features such as plaster walls. Will the developer conduct any pre-construction surveys to document the condition of homes and other structures within a prescribed radius of the site? Or, alternatively, are there studies or other documentation the developer can provide to "prove" the risk of damage to existing structures is not a concern? - What is the developer's plan for exterior lighting of the apartment complex? Will exterior lighting be designed to limit aesthetic impacts on nearby homes?

Commenter #3

Monika, all very good questions/concerns to get nailed down before construction starts. I haven't really thought about that part yet, only focusing on the end result and what influence we as a community have on that. The only thing I would add to your list is -- truck * construction traffic - - where?, when?, where will they park and will those trucks idle while waiting? (adding noise & air pollution), moving earth means dump trucks and bulldozers? where and when will construction crews be adding their vehicles to our streets and taking up parking on street? I agree. City admin is quite good at answering or getting answers to questions. I have exchanged ND direct messages already and learned a few things that changed my opinion on the project.

Scamper and I walked down the alley this afternoon. Looks like the overhead utilities (cable x2, phone and elec.) all pass across the school site parallel to the alley and cross Spring. The pole with 3 transformers connects to the building -- so at the very least, those pass throughs will have to get re-routed and the poles removed to build the new U-shaped building. I don't know direction of those services, but I don't see how our side of the block doesn't experience at least one disruption at some point -- since I don't know which way utilities run, I can't say who else might get disrupted. And of course, I can't even begin to figure out what might happen with gas, water lines and sewer lines, but I think those all run below the streets or in the blvd/city right of way, except the connections to each property.

Commenter #8

I think having multi senior living available in Lauderdale is a great idea! Any sort of redevelopment or construction is going to involve disruption - I'm sure building the school and it's addition caused temporary problems.

Commenter #9

My parents lived at 1666 Coffman on Larpenteur across from the golf course. That building did not have four floors and took up much more space physically than the Eustis site I believe. I don't know how many units it housed. I think something of a smaller stature would be more appropriate for Lauderdale.

Commenter #10

We did not know that the City of Lauderdale had purchased the Eustis site. I think the communication we thought we had was about the purchase of streets (Eustis Street and Roselawn Avenue). It is nice that they want to help out with Senior Housing (+ 55), but won't 114 new apartments and their added number of residents potentially change the amount of traffic? It is a great value to many of us that we have safe walking in Lauderdale. We have no sidewalks.

The density of the neighborhood is about 56 residences on three city blocks both sides of the street. This is true of my area of Lauderdale with Lake Street from Ione St to Summer St and then Fulham two block stretch on one side of the street. With the new residence (114) we would be doubling that amount of residents on a half a city block (both sides of street). Just a comparison. I don't know if that is bad or good. It is just a fact.

Thanks for hearing our concern.

Cathy and Reid Victorsen

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 23, 2019

ITEM NUMBER REE Conduit Rev. Bonds

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The primary financing tool Real Estate Equities (REE) plans to use to construct a senior rental apartment at 1795 Eustis Street is tax-exempt bonds. In order to apply to the state for these bonds, they need a resolution of support from the City Council. The resolution is non-binding in that it neither creates a financial obligation for the City nor conveys land use rights. Julie Eddington, the City's bond counsel at Kennedy and Graven, will be at the meeting to explain in greater detail. Staff also asked her to explain the application process that REE will go through to qualify for these bonds and milestones for the City going through the process.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 042319A—A Resolution Providing Preliminary Approval to the Issuance of Revenue Obligations under Minnesota Statutes, Chapters 462C and 474A, as Amended, and Taking Other Actions in Connection therewith.



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April 11, 2019

Heather Butkowski, City Administrator
City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113

Re: Resolution calling a public hearing on the proposed issuance of conduit revenue bonds by the City of Lauderdale for the benefit of Real Estate Equities, LLC

Dear Heather,

Real Estate Equities, LLC, a Minnesota limited liability company, or an affiliate (collectively, the "Borrower"), has proposed to acquire, construct, and equip approximately 114 units of affordable senior housing (the "Project") to be located at 1795 Eustis Street in the City of Lauderdale (the "City"). In order to finance the Project, the Borrower is requesting that the City issue one or more series of tax-exempt or taxable conduit revenue bonds (the "Bonds") in the principal amount not to exceed \$16,500,000. Enclosed is a resolution to be considered by the City Council on Tuesday, April 23, 2019, calling a public hearing on the issuance of the Bonds and taking other actions related to the issuance of the Bonds.

The Bonds, if authorized by the City, will be issued in one or more series as housing revenue bonds under Minnesota Statutes, Chapter 462C, as amended (the "Act"). In accordance with the Act, the City will be required to conduct a public hearing on the issuance of the Bonds and the approval of a housing program. Additionally, Section 146 of the Internal Revenue Code of 1986, as amended (the "Code"), requires that the Bonds receive an allocation of bonding authority of the State of Minnesota (the "State"). An application for this allocation must be made pursuant to Minnesota Statutes, Chapter 474A, as amended (the "Allocation Act"). The enclosed resolution authorizes the City to take actions to prepare the housing program and an application for allocation in accordance with Section 146 of the Code and the Allocation Act. My office will coordinate the process for application for allocation from the State's unified pool in late July.

If the City Council adopts the enclosed resolution, the City Council will be asked to conduct the public hearing required under the Act and the Code at a future City Council meeting. We have tentatively selected the meeting to be held on Tuesday, August 13, 2019 as the date for the public hearing. Following the public hearing, the City Council will be asked to consider a resolution approving the housing program, providing final approval to the issuance of the Bonds, and authorizing the execution of documents in connection with the Bonds.

If issued, the Bonds will be secured solely by the revenues derived from the loan agreement to be executed by the Borrower and from other security provided by the Borrower. The Bonds will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City (other than the interests of the City in the loan agreements) and will not be secured by any taxing power of the City. The Bonds will not be subject to any debt limitation imposed on the City, and the issuance of the Bonds will not have any adverse impact on the credit rating of the City, even in the event that the Borrower encounters financial difficulties with respect to the Project to be financed with the proceeds of the Bonds.

The Borrower will agree to pay the out-of-pocket expenses of the City with respect to this transaction as well as the City's administrative fee.

I will be attending the City Council meeting on April 23, 2019 and can answer any questions that may arise during the meeting. Please contact me with any questions you may have prior to the City Council meeting.

Sincerely,

Julie A. Eddington

RESOLUTION NO. 042319A

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

**RESOLUTION PROVIDING PRELIMINARY APPROVAL TO THE ISSUANCE
OF REVENUE OBLIGATIONS UNDER MINNESOTA STATUTES,
CHAPTERS 462C AND 474A, AS AMENDED, AND TAKING OTHER ACTIONS
IN CONNECTION THEREWITH**

BE IT RESOLVED by the City Council (the "City Council") of the City of Lauderdale, Minnesota (the "City"), as follows:

Section 1. Recitals.

1.01. Pursuant to Minnesota Statutes, Chapter 462C, as amended (the "Housing Act"), the City is authorized to carry out the public purposes described in the Housing Act by providing for the issuance of revenue bonds to provide funds to finance multifamily housing developments.

1.02. Real Estate Equities, LLC, a Minnesota limited liability company, or an affiliate (collectively, the "Borrower"), has proposed to acquire, construct, and equip approximately 114 units of affordable senior housing to be located at 1795 Eustis Street in the City (the "Project").

1.03. The Borrower is requesting that the City issue revenue obligations, in one or more series, as taxable or tax-exempt obligations (the "Bonds"), in the approximate principal amount of \$16,500,000, in order to finance the Project.

1.04. Under Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), prior to the issuance of the Bonds, the City Council must conduct a public hearing after posting notice of such public hearing on the City's website at least seven (7) days before the hearing. Under Section 462C.04, subdivision 2 of the Housing Act, a public hearing must be held on the housing program after one publication of notice in a newspaper circulating generally in the City at least fifteen (15) days before the hearing.

1.05. Pursuant to Section 146 of the Code, the Bonds must receive an allocation of the bonding authority of the State of Minnesota. An application for such an allocation must be made pursuant to the requirements of Minnesota Statutes, Chapter 474A, as amended (the "Allocation Act"). The City Council must grant preliminary approval to the issuance of the Bonds to finance the Project and authorize the submission of an application to the office of Minnesota Management & Budget for an allocation of bonding authority with respect to the Bonds to finance the Project.

Section 2. Preliminary Findings. Based on representations made by the Borrower to the City to date, the City Council hereby makes the following preliminary findings, determinations, and declarations:

(a) The Bonds will finance a multifamily housing development designed and intended to be used for rental occupancy by seniors.

(b) The proceeds of the Bonds will be loaned to the Borrower and the proceeds thereof, along with other available funds, will be used to finance the Project, finance capitalized

interest during the construction of the Project, fund required reserve funds, and pay costs of issuance of the Bonds. The City will enter into one or more loan agreements (or other revenue agreement) with the Borrower requiring loan repayments from the Borrower in amounts sufficient to repay the loan of the proceeds of the Bonds when due and requiring the Borrower to pay all costs of maintaining and insuring the Project, including taxes thereon.

(c) In preliminarily authorizing the issuance of the Bonds, the City's purpose is to further the policies of the Housing Act.

(d) The Bonds will be special, limited obligations of the City payable solely from the revenues pledged to the payment thereof, will not be a general or moral obligation of the City, and will not be secured by or payable from revenues derived from any exercise of the taxing powers of the City.

Section 3. Submission of an Application for an Allocation of Bonding Authority. The City Council hereby authorizes the submission of an application for allocation of bonding authority with respect to the Bonds in the approximate principal amount of \$16,500,000 pursuant to Section 146 of the Code and the Allocation Act in accordance with the requirements of the Allocation Act. City staff and Kennedy & Graven, Chartered, acting as bond counsel to the City ("Bond Counsel"), shall take all actions, in cooperation with the Borrower, as are necessary to submit an application for an allocation of bonding authority to the office of Minnesota Management & Budget.

Section 4. Public Hearing. The City Council shall meet at 7:30 p.m. on August 13, 2019 or another date chosen by the City Administrator, to conduct a public hearing on the Housing Program, the Project, and the issuance of the Bonds by the City. Notice of such hearing (the "Public Notice") will be published and/or posted as required by Section 462C.04, subdivision 2 of the Housing Act and Section 147(f) of the Code. Bond Counsel is hereby authorized and directed to publish the Public Notice, in substantially the form attached hereto as EXHIBIT A, in the *Roseville Review*, the official newspaper of the City, and in the *Pioneer Press*, a newspaper of general circulation in the City, at least fifteen (15) days before the meeting of the City Council at which the public hearing will take place. City staff is authorized and directed to post the Public Notice, in substantially the form attached hereto as EXHIBIT A, on the City's website at least seven (7) days before the meeting of the City Council at which the public hearing will take place. At the public hearing reasonable opportunity will be provided for interested individuals to express their views, both orally and in writing, on the Project, the Housing Program, and the proposed issuance of the Bonds.

Section 5. Housing Program. Bond Counsel shall prepare and submit to the City a draft Housing Program to authorize the issuance by the City of up to \$16,500,000 in revenue bonds to finance the acquisition, construction, and equipping of the Project by the Borrower. Bond Counsel is authorized and directed to submit, on behalf of the City, the Housing Program to Metropolitan Council for review and comment pursuant to Section 462C.04, subdivision 2 of the Housing Act.

Section 6. Preliminary Approval. The City Council hereby provides preliminary approval to the issuance of the Bonds in the estimated principal amount not to exceed \$16,500,000, subject to: (i) a public hearing as required by the Housing Act and Section 147(f) of the Code; (ii) final approval following the preparation of bond documents; and (iii) final determination by the City Council that the financing of the Project and the issuance of the Bonds are in the best interests of the City.

Section 7. Reimbursement of Costs under the Code.

7.01. The United States Department of the Treasury has promulgated regulations governing the use of the proceeds of tax-exempt bonds, all or a portion of which are to be used to reimburse the City or the Borrower for project expenditures paid prior to the date of issuance of such bonds. Those regulations (Treasury Regulations, Section 1.150-2) (the "Regulations") require that the City adopt a statement of official intent to reimburse an original expenditure not later than sixty (60) days after payment of the original expenditure. The Regulations also generally require that the bonds be issued and the reimbursement allocation made from the proceeds of the bonds occur within eighteen (18) months after the later of: (i) the date the expenditure is paid; or (ii) the date the project is placed in service or abandoned, but in no event more than three (3) years after the date the expenditure is paid. The Regulations generally permit reimbursement of capital expenditures and costs of issuance of the Bonds.

7.02. To the extent any portion of the proceeds of the Bonds will be applied to expenditures with respect to the Project, the City reasonably expects to reimburse the Borrower for the expenditures made for costs of the Project from the proceeds of the Bonds after the date of payment of all or a portion of such expenditures. All reimbursed expenditures shall be capital expenditures, costs of issuance of the Bonds, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Regulations and also qualifying expenditures under the Housing Act.

Based on representations by the Borrower, other than (i) expenditures to be paid or reimbursed from sources other than the Bonds, (ii) expenditures permitted to be reimbursed under prior regulations pursuant to the transitional provision contained in Section 1.150-2(j)(2)(i)(B) of the Regulations, (iii) expenditures constituting preliminary expenditures within the meaning of Section 1.150-2(f)(2) of the Regulations, or (iv) expenditures in a "de minimis" amount (as defined in Section 1.150-2(f)(1) of the Regulations), no expenditures with respect to the Project to be reimbursed with the proceeds of the Bonds have been made by the Borrower more than sixty (60) days before the date of adoption of this resolution of the City.

7.03. Based on representations by the Borrower, as of the date hereof, there are no funds of the Borrower reserved, allocated on a long term-basis or otherwise set aside (or reasonably expected to be reserved, allocated on a long-term basis or otherwise set aside) to provide permanent financing for the expenditures related to the Project to be financed from proceeds of the Bonds, other than pursuant to the issuance of the Bonds. This resolution, therefore, is determined to be consistent with the budgetary and financial circumstances of the Borrower as they exist or are reasonably foreseeable on the date hereof.

Section 8. Costs. The Borrower will pay the administrative fees of the City and pay, or, upon demand, reimburse the City for payment of, any and all costs incurred by the City in connection with the issuance of the Bonds, whether or not the Bonds are issued.

Section 9. Commitment Conditional. The adoption of this resolution does not constitute a guaranty or firm commitment that the City will issue the Bonds as requested by the Borrower. The City retains the right in its sole discretion to withdraw from participation and accordingly not to issue the Bonds, or issue the Bonds in an amount less than the amount referred to herein, should the City at any time prior to issuance thereof determine that it is in the best interest of the City not to issue the Bonds, or to issue the Bonds in an amount less than the amount referred to in Section 6 hereof, or should the parties to the transaction be unable to reach agreement as to the terms and conditions of any of the documents required for the transaction.

Section 10. Effective Date. This resolution shall be in full force and effect from and after its passage.

Adopted by the City Council of the City of Lauderdale, Minnesota this 23rd day of April, 2019.

Mayor

ATTEST:

City Administrator

EXHIBIT A

NOTICE OF PUBLIC HEARING

CITY OF LAUDERDALE, MINNESOTA

NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A HOUSING PROGRAM FOR A MULTIFAMILY SENIOR HOUSING DEVELOPMENT AND THE ISSUANCE OF REVENUE BONDS UNDER MINNESOTA STATUTES, CHAPTER 462C, AS AMENDED

NOTICE IS HEREBY GIVEN that the City Council of the City of Lauderdale, Minnesota (the “City”) will hold a public hearing on Tuesday, August 13, 2019, at or after 7:30 p.m. at City Hall, located at 1891 Walnut Street in the City, to consider a proposal that the City approve and authorize the issuance of its revenue bonds, in one or more series, as taxable or tax-exempt obligations (the “Bonds”), pursuant to Minnesota Statutes, Chapter 462C, as amended (the “Act”), for the purposes of (i) financing the acquisition, construction, and equipping of approximately 114 units of affordable senior housing to be located at 1795 Eustis Street in the City (the “Project”); (ii) funding any required reserve funds; (iii) financing capitalized interest during the construction of the Project; and (iv) paying the costs of issuing the Bonds. Real Estate Equities, LLC, a Minnesota limited liability company, or an affiliate (collectively, the “Borrower”), will own the Project. The aggregate principal amount of the proposed Bonds is estimated not to exceed \$16,500,000.

Following the public hearing, the City Council will consider a resolution approving a housing program prepared in accordance with the requirements of the Act and granting approval to the issuance of the Bonds.

The Bonds will be special, limited obligations of the City, and the Bonds and interest thereon will be payable solely from the revenues and assets pledged to the payment thereof. No holder of any Bond will have the right to compel any exercise of the taxing power of the City to pay the Bonds or the interest thereon, nor to enforce payment against any property of the City except money payable by the Borrower to the City and pledged to the payment of the Bonds. Before issuing the Bonds, the City will enter into an agreement with the Borrower, whereby the Borrower will be obligated to make payments at least sufficient at all times to pay the principal of and interest on the Bonds when due.

At the time and place fixed for the public hearing, the City Council will give all persons who appear at the hearing an opportunity to express their views with respect to the proposal. In addition, interested persons may direct any questions or file written comments respecting the proposal with the City Administrator, at or prior to said public hearing.

Dated: [Date of Publication/Posting on City’s website]

BY ORDER OF THE CITY COUNCIL OF
THE CITY OF LAUDERDALE, MINNESOTA

/s/ Heather Butkowski
City Administrator
City of Lauderdale, Minnesota

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 23, 2019

ITEM NUMBER 1821-1831 Purchase Agree.

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

During the two previous meetings, the Council discussed the offers for 1821-1831 Eustis Street. The City received offers from four entities and determined the offer from Schumacher Holdings, LLC was in the financial best interest of the city and their proposed homes best matched what the City was looking to achieve through this project.

Attached is the purchase agreement staff drafted with David Anderson from Kennedy and Graven. The buyer is reviewing over the weekend. If revisions are needed, staff send a revised draft in advance of the meeting.

OPTIONS:

STAFF RECOMMENDATION:

Motion to enter into an agreement for the sale of 1821, 1825, and 1831 Eustis Street to Schumacher Holdings, LLC per the terms of the purchase agreement and direct the city administrator to execute documents as needed to facilitate the closing.

PURCHASE AGREEMENT

This Purchase Agreement (“Agreement”) is made this ____ day of April, 2019 by and between the city of Lauderdale, a Minnesota municipal corporation (“Seller”), and Schumacher Holdings, LLC, a Minnesota limited liability company doing business as Cornerstone Renovations (“Buyer”).

1. PROPERTY. Seller is the owner of certain real estate located in the city of Lauderdale, Ramsey County, Minnesota and legally described as Lot 8, Block 7, Lauderdale’s Eastside Edition; Lot 9, Block 7, Lauderdale’s Eastside Edition; and Lot 10, Block 7, Lauderdale’s Eastside Edition, hereafter (the “Property”).

2. OFFER/ACCEPTANCE. In consideration of the mutual agreements herein contained, Buyer offers and agrees to purchase and Seller agrees to sell and hereby grants to Buyer the exclusive right to purchase the Property.

3. CONTINGENCIES. This Agreement is subject to the following contingencies:

- A. Approval of this Agreement by Seller’s governing body. Nothing in this Agreement limits or restricts the discretion of the Seller’s governing body to grant or withhold approval of this Agreement. This contingency may not be waived by either party.
- B. Buyer having determined that it is satisfied with the result of and matters disclosed by Buyer’s investigations, surveys, soil tests, engineering inspections, hazardous substance, and environmental reviews of the Property, as provided in section 16 of this Agreement.
- C. Title having been found acceptable to Buyer or been made acceptable to Buyer in accordance with section 7 of this Agreement.

If the contingencies above are satisfied in a timely manner, then Buyer and Seller shall proceed to close the transaction as contemplated herein. If, however, either of the contingencies at subsections A or B above is not satisfied, this Agreement shall thereupon be void, Seller shall return the Earnest Money to Buyer, and Buyer and Seller shall execute and deliver to each other a termination of this Agreement. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes Section 559.21, et seq.

4. PURCHASE PRICE AND TERMS.

- A. PURCHASE PRICE: The total purchase price for the Property is \$90,000.00.
- B. TERMS:
 - (1) EARNEST MONEY. Earnest money in the amount of One Thousand

Dollars (\$1,000.00) (“Earnest Money”) is payable to the Title Company (as hereafter defined) within five business days after execution of this Agreement. The Earnest Money is refundable to Buyer on the terms set forth herein, and will be held in trust by Title Company and applied to the Purchase Price on the Closing Date (as hereafter defined) unless refunded to Buyer per the terms of this Agreement

- (2) BALANCE DUE SELLER. Buyer agrees to pay by certified check or wire transfer of funds on the Closing Date any remaining balance due according to the terms of this Agreement.
- (3) DEED/MARKETABLE TITLE. Subject to performance by Buyer, Seller agrees to execute and deliver a Quit Claim Deed conveying marketable title to the Property to Buyer, subject only to the following exceptions:
 - a. Building and zoning laws, ordinances, state and federal regulations;
 - b. Reservation of minerals or mineral rights to the State of Minnesota, if any; and
 - c. The restrictive covenant provided in section 12 of this Agreement.
- (4) DOCUMENTS TO BE DELIVERED AT CLOSING. In addition to the Quit Claim Deed required at section 4(B)(3) above, Seller shall deliver to Buyer:
 - a. Standard form Affidavit of Seller;
 - b. A well certificate in the form required by Minnesota law, if necessary;
 - c. An affidavit with respect to storage tanks pursuant to Minnesota law;
 - d. A non-foreign affidavit, properly executed, containing such information as is required by Internal Revenue Code Section 1445(b)(2) and its regulations;
 - e. A designation agreement designating the “reporting person” for purposes of completing Internal Revenue Form 1099, if necessary; and
 - b. Such other documents as may be reasonably required by Buyer’s title examiner or the Title Company.

5. REAL ESTATE TAXES; SPECIAL ASSESSMENTS.

- A. General real estate taxes applicable to any of the Property due and payable in the year of closing shall be prorated between Seller and Buyer on a daily basis with Seller paying those allocable to the period prior to the Closing Date and Buyer being responsible for those allocable thereafter.
- B. Buyer agrees to be liable for special assessments to be levied as part of the 2019 Infrastructure Improvement Project in addition to the costs for adding and replacing water services as requested by the Buyer. Buyer acknowledges that it has been made aware of said improvement project and understands that special assessments are to be levied in accordance with law.

6. UTILITY CHARGES. Seller agrees to be responsible for sewer availability charges to the Metropolitan Council that would otherwise be assessed to Buyer due to its construction of a single-family home on each lot. Buyer is responsible for any water access charges required by St. Paul Regional Water Service.

7. TITLE MATTERS. Not less than 15 days before the Closing Date, or as soon as reasonably practical thereafter, Seller will provide to Buyer a title insurance commitment from the Title Company at Seller's cost. Buyer shall have 10 days from receipt of the title insurance commitment to make written objections to Seller's title, and any objections not so made will be deemed waived. If any written title objections are made, Seller will have 10 days from receipt thereof to notify Buyer of Seller's intention to make title marketable within 30 days from Seller's receipt of such written objections. If notice is given, the parties' obligations hereunder will be postponed accordingly, but upon correction of title and within 15 days of written notice to Buyer or on the original Closing Date, whichever is later, the parties shall complete performance of the sale according to the terms of this Agreement. If Seller does not give notice of Seller's intention to make title marketable, or if notice is given but title is not corrected within the time period provided, Buyer may elect to either (a) declare this Agreement to be null and void, and Seller shall thereupon refund the Earnest Money; or, (b) waive any objections and proceed to closing without offset against the purchase price for damages arising by reason of the objectionable title condition. Buyer will have 10 days within which to give written notice to Seller of Buyer's election.

8. CLOSING DATE. The closing of the purchase and sale contemplated by this Agreement shall occur on a date mutually acceptable to Seller and Buyer, but no later than May 15, 2019 (the "Closing Date"), at the offices of Old Republic Title ("Title Company") or at such other place as may be mutually agreed upon by the parties.

9. CLOSING COSTS AND RELATED ITEMS. Seller will be responsible for payment of the title commitment (except for any abstracting fees and other title search fees, which shall be Buyer's responsibility), recording fees of instruments required to establish marketable title in Seller, state deed tax and conservation fees, any special assessments existing as of the Closing Date, and one-half of the closing fee charged by the Title Company. Buyer shall be responsible for the payment of the title insurance premium (if any), recording costs related to the recording

of the Quit Claim Deed and one-half of the closing fee charged by the Title Company. Each party shall be responsible for its own attorneys' fees and costs.

10. ADDITIONAL CONDITIONS. Buyer wishes to construct three single-family residences, one on each platted lot contained within the Property (the "Improvements"). In addition to the restrictive covenant provided in section 12 of this Agreement, the each single-family residence shall be further subject to the conditions provided in Exhibit B attached hereto. As such, Seller may refuse to issue Buyer, or its successors or assigns, building permits or any other approval that may be necessary for the Improvements should Seller determine, in its sole discretion, that the a single-family residence proposed as part of the Improvements fails to comply with any of the conditions expressly provided in Exhibit B.

11. "AS-IS" SALE. Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduce the purchase price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by Seller or any official, employee or agent of Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. Buyer acknowledges and agree that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller hereby expressly disclaims, except as stated above.

12. RESTRICTIVE COVENANT. Construction of a single-family residence in accordance with Exhibit B must commence on at least one of the platted lots before December 31, 2019. Should Buyer fail to obtain a building permit and commence construction within the time frame required by this section 12, then Seller shall have the right to re-enter and take possession of the Property and terminate (and revert in Seller) the estate conveyed by the Quit Claim Deed to Buyer, it being the intent of this provision, that the conveyance of the Property to Buyer shall be made upon, and that the Quit Claim Deed shall contain a condition subsequent to the effect that, in the event of noncompliance with this section 12 on the part of Buyer, Seller at its option may declare a termination in favor of Seller of the title, and of all the rights and interests in and to the Property conveyed to Buyer, and that such title and all rights and interests of Buyer, and any assigns or successors in interest to and in the Property, shall revert to Seller and the purchase price contained herein shall be refunded, subject to any costs or other fees required to effectuate said reversion. This restrictive covenant shall run with the land, be contained in the Quit Claim Deed, and shall bind and restrict the Property for two years from the date of the deed.

13. POSSESSION/CONDITION OF PROPERTY. Seller shall deliver possession of the Property to Buyer on the Closing Date, in the same or better condition as existed on the date of this Agreement.

14. WELL DISCLOSURE. Seller certifies that the Property was purchased with the previous

owner disclosing an uncapped well that is not in use, and Buyer hereby agrees to be responsible for sealing the uncapped well in accordance with all laws and regulations.

15. BROKER COMMISSIONS. Seller represents and warrants to Buyer that Seller has not involved a broker in this transaction or agreed to pay a broker commission to any broker. Buyer represents and warrants to Seller that Buyer has not involved a broker in this transaction or agreed to pay a broker commission to any broker. Each party agrees to indemnify, defend and hold each other harmless for any and all claims for brokerage commissions or finders' fees in connection with negotiations for purchase of the Property.

16. SURVEYING, ENVIRONMENTAL INSPECTION AND SOIL TESTS. For a period of 20 days following execution of this Agreement, Buyer and its agents shall have the right to enter upon the Property after the date of this Agreement for the purpose of surveying and inspecting the Property and conducting such environmental examination and soil tests as Buyer deems necessary. Buyer agrees to indemnify Seller against any liens, claims, losses or damage directly attributable by Buyer's exercise of its right to enter and work upon the Property. Buyer agree to provide Seller with a copy of any report or survey prepared as a result of such surveying, inspection, examination, or testing, upon request by Seller. If closing does not occur for any reason, Buyer shall, within 14 days of the termination or avoidance of this Agreement, repair and restore the Property to the same or similar condition that it was in prior to any surveys, inspections, examinations, or testing conducted pursuant to this section.

17. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.

18. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement or contemporaneous herewith shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

19. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, executors, administrators, successors and assigns. Buyer shall not assign its rights and interest hereunder without Seller's written approval.

20. NOTICE. Any notice, demand, request or other communication which may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

A. If to Seller: City of Lauderdale
Attn: Heather Butkowski, City Administrator
1891 Walnut Street
Lauderdale, MN 55113

With a copy to: Ronald H. Batty
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

B. If to Buyer: Schumacher Holdings, LLC
Attn: Michelle Schumacher
9607 Whistling Valley Trail
Lake Elmo, MN 55042

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

22. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

23. PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between Seller and Buyer relative to the Property.

[signature page to follow]

IN WITNESS WHEREOF, the parties have executed this agreement as of the date first written above.

SELLER (CITY OF LAUDERDALE):

By: _____
Mary Gaasch
Its: Mayor

By: _____
Heather Butkowski
Its: City Clerk - Administrator

BUYER:

By: _____
Michelle Schumacher
Its: Chief Manager

EXHIBIT A

Form of Quit Claim Deed

QUIT CLAIM DEED

eCRV number: _____

Deed Tax Due: \$ _____

Date: _____, 2019

FOR VALUABLE CONSIDERATION, the city of Lauderdale, Minnesota, a Minnesota municipal corporation (the "Grantor"), hereby conveys and quitclaims to Schumacher Holdings, LLC (the "Grantee"), the land described as follows (hereinafter referred to as the "Property"):

Lot 8, Block 7, Lauderdale's Eastside Edition; Lot 9, Block 7, Lauderdale's Eastside Edition; and Lot 10, Block 7, Lauderdale's Eastside Edition.

Part or all of the land is Registered (Torrens)

To have and to hold the same, together with all the hereditaments and appurtenances thereunto belonging and subject to all easements of record and the following exceptions:

Section 1. Reverter. Construction of a single-family home must commence on at least one platted lot before December 31, 2019. Should Grantee, or its successors or assigns, fail to obtain a building permit for a single-family home and commence construction thereof by the aforementioned date, then Grantor shall have the right to re-enter and take possession of the Property and terminate (and re-vest in Grantor) the estate conveyed by this deed. In the event of noncompliance with this requirement, Grantor at its option may declare a termination in favor of Grantor of the title, and of all the rights and interests in and to the Property conveyed to Grantee, and such title and all rights and interests of Grantee, and any assigns or successors in interest to and in the Property, shall revert to Grantor and the original purchase price paid to Grantor shall be refunded, subject to any costs and fees necessary to effectuate said reversion. This restrictive covenant shall run with the land and shall bind and restrict the Property for two years from the date of this deed.

(The remainder of this page is intentionally left blank.)

The Seller certifies that the Seller does not know of any wells on the described real property.

CITY OF LAUDERDALE,
MINNESOTA

A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).

By _____
Its Mayor

I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

By _____
Its City Clerk-Administrator

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

The foregoing was acknowledged before me this ____ day of _____, 2019, by Mary Gaasch and Heather Butkowski, the mayor and city clerk-administrator, respectively, of the city of Lauderdale, Minnesota, a Minnesota municipal corporation, on behalf of the corporation.

Notary Public

This instrument was drafted by:

Tax Statements should be sent to:

Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

Schumacher Holdings, LLC.
9607 Whistling Valley Trail
Lake Elmo, MN 55042
(651-337-2217)

EXHIBIT B

Conditions of Sale

Each platted lot shall be subject to the following conditions of sale, which may only be waived upon approval by the City Council. Question about whether or not a condition is met shall be determined by the City Administrator.

1. Residential Use: The parcels are zoned R-1 – Residential and must comply with all provisions of City Code for this zoning district unless a variance or other flexibility is granted by the City Council. The following additional conditions also shall apply. If there are conflicts between City Code and these conditions, the more restrictive of the two shall apply.
 - Each lot shall be used for only one single-family detached residence.
 - Each garage shall be at least 484 square feet.
 - Mobile or modular dwellings shall not be permitted.
 - Minimum interior square footage of 1,700 sq. ft. above grade
 - Anderson 70 Series windows or comparable
 - Whole house air conditioning

2. Exterior Finishes
 - Architectural shingles
 - Hardboard or steel siding (no vinyl siding)
 - Bituminous or concrete driveway
 - All accessory structures shall have exterior finish materials and colors which conform to the exterior finishes of the primary dwelling.
 - All existing foundations shall be removed prior to the commencement of construction of the first home

3. Interior Finishes
 - Minimum of three bedroom, two bathroom above grade
 - 9' main level ceilings
 - Master bedroom with bathroom and walk-in closet
 - Granite or quartz counters throughout
 - Solid wood cabinets
 - Tile on all baths, mudroom and laundry floors
 - Solid hardwood flooring throughout main floor except tiled areas in spec homes

4. Sale Price
 - A minimum sale price valuation of no less than \$375,000 per single-family residence, except a single-family residence on one of the three lots may have a minimum sale price valuation of no less than \$350,000.

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date April 23, 2019

ITEM NUMBER Transportation Funding Res.

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The League of Minnesota Cities is urging city councils to adopt a resolution calling for the Legislature to pass and Governor Tim Walz to sign a permanent increase in dedicated funding for state and local road, bridge, and transit systems in Greater Minnesota and the metropolitan area. The following resolution, which mirrors the League's resolution, supports funding for all parts of the state's transportation system, but specifically requests an omnibus transportation funding bill that provides additional dedicated state funding for city streets, including funding that can be used for non-Municipal State Aid city street maintenance, construction, and reconstruction.

Upon adoption, staff will send to the Governor, our local legislators, and the League.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt Resolution 042319B—A Resolution Requesting Comprehensive Road and Transit Funding.

RESOLUTION NO. 042319B

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

**A RESOLUTION REQUESTING
COMPREHENSIVE ROAD AND TRANSIT FUNDING**

WHEREAS, all Minnesota communities benefit from a sound, efficient, and adequately funded transportation system that offers diverse modes of travel; and

WHEREAS, the integrity of Minnesota's transportation infrastructure is dependent upon long-term planning and ongoing maintenance, both of which require dedicated and sustainable revenue sources; and

WHEREAS, current funding for roads, bridges, and transit systems across all government levels in Minnesota is inadequate, and this under-investment diminishes quality of life for Minnesota residents and hinders Minnesota's progress as a national business, economic, and civic leader; and

WHEREAS, Minnesota's transportation system is failing to meet the capacity needs necessary to sustain population growth and promote economic development; and

WHEREAS, many rural roads are not built to modern safety standards and are not meeting the needs of industries that depend on the ability to transport heavy loads; and

WHEREAS, insufficient state funding has delayed regionally significant road construction and reconstruction projects across Minnesota; and

WHEREAS, transportation infrastructure maintenance and improvement costs significantly contribute to rising property taxes; and

WHEREAS, for every one dollar spent on maintenance, a road authority—and therefore taxpayers—save seven dollars in repairs; and

WHEREAS, Minnesota contains over 141,000 miles of roadway, and over 22,500 miles—or 16 percent—are owned and maintained by Minnesota's 853 cities; and

WHEREAS, almost 85 percent of all municipal streets are not eligible for dedicated Highway User Tax Distribution Fund dollars; and

WHEREAS, the more than 700 Minnesota cities with populations below 5,000 are ineligible for dedicated Highway User Tax Distribution Fund dollars, but have benefitted from the creation of the Small Cities Assistance Account; and

WHEREAS, city streets are a separate but integral piece of the network of roads supporting movement of people and goods; and

WHEREAS, existing funding mechanisms, such as Municipal State Aid (MSA), property taxes, and special assessments, have limited applications, leaving cities under-equipped to address growing needs; and

WHEREAS, city cost participation in state and county highway projects diverts resources from city-owned streets; and

WHEREAS, maintenance costs increase as road systems age, and no city—large or small—is spending enough on roadway capital improvements to maintain a 50-year lifecycle; and

WHEREAS, cities need greater resources, including an additional dedicated state funding source for transportation, and flexible policies to meet growing demands for street improvements and maintenance.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF LAUDERDALE that this Council requests that the Minnesota Legislature pass and Governor Tim Walz sign a comprehensive and balanced transportation funding package that permanently increases dedicated funding for transportation; and

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF LAUDERDALE that this Council defines a comprehensive and balanced transportation funding package as an initiative that permanently increases dedicated funding for state and local road and transit systems in Greater Minnesota and the Metropolitan Area.

BE IT FURTHER RESOLVED BY THE COUNCIL OF THE CITY OF LAUDERDALE that this Council requests an omnibus transportation funding bill that provides additional dedicated state funding for city streets, including funding that can be used for non-MSA city street maintenance, construction, and reconstruction.

ADOPTED by the Lauderdale City Council on April 23, 2019.

Mary Gaasch, Mayor

Heather Butkowski, City Administrator

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date: April 23, 2019

ITEM NUMBER 2019 Day in the Park

STAFF INITIAL JB

APPROVED BY ADMINISTRATOR

DESCRIPTION :

Mayor Gaasch requested a discussion about the date of Day in the Park because she had personal conflicts on August 15.

OPTIONS:

STAFF RECOMMENDATION: