

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:00 P.M. TUESDAY, NOVEMBER 23, 2021

Due to the coronavirus, the city council is holding meetings by teleconference. The public may view the meeting on Lauderdale's public access channel 16 for cable subscribers or online at <https://www.ctvnorthsuburbs.org/your-city/lauderdale/>. The public may join the meeting using the login instructions at the end of the agenda.

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 November 9, 2021 City Council Meeting
 - c. Claims Totaling \$21,789.68
4. **CONSENT**
 - a. Resolution No. 112321A - Granting a Conditional Use Permit for a Two-Unit Dwelling at 1792 Lake Street
 - b. Resolution No. 112321B - Establishing 2022 Sanitary Sewer Rates, Storm Sewer Rates, and Recycling Rates
 - c. October Financial Report
 - d. Contract with AEM Financial Solutions for Audit Preparation Services
 - e. Authorization to Issue Garbage Hauler Licenses
 - f. Resolution No. 112321C – Revised Resolution Levying Special Assessments
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Legislative Update by Rep. Alice Hausman and Sen. John Marty
 - b. 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. Contract for Building Official Services
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**

10. ADDITIONAL ITEMS

11. SET AGENDA FOR NEXT MEETING

- a. Contract with Northeast Youth and Family Services
- b. Catholic Eldercare Bond Modification Public Hearing and Resolution
- c. Truth-in-Taxation Public Hearing
- d. Adoption of 2022 Budgets and Levy

12. WORK SESSION

- a. Community Development Update
- b. 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.

13. ADJOURNMENT

Meeting Login Instructions:

You are invited to a Zoom webinar.

When: Nov 23, 2021 07:00 PM Central Time (US and Canada)

Topic: November 23, 2021 City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/84776587634?pwd=SVdoWTFZeEFaTEpmVnRDOFpEcExHdz09>

Passcode: 353841

Or One tap mobile :

US: +13126266799,,84776587634# or +16465588656,,84776587634#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 312 626 6799 or +1 646 558 8656 or +1 301 715 8592 or +1 346 248 7799 or +1 669 900 9128 or +1 253 215 8782 or 877 853 5247 (Toll Free) or 888 788 0099 (Toll Free) or 833 548 0276 (Toll Free) or 833 548 0282 (Toll Free)

Webinar ID: 847 7658 7634

International numbers available: <https://us02web.zoom.us/j/84776587634?pwd=SVdoWTFZeEFaTEpmVnRDOFpEcExHdz09>

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

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November 9, 2021

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:00 p.m.

Roll Call

Councilors present: Roxanne Grove, Duane Pulford, Jeff Dains, Andi Moffatt, and Mayor Mary Gaasch.

Councilor 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 or corrections to the meeting agenda. There being none, Councilor Pulford moved and seconded by Councilor Dains to approve the agenda. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any corrections to the October 26, 2021 City Council meeting minutes. There being none, Councilor Grove moved and seconded by Councilor Moffatt to approve the minutes of the October 26, 2021 City Council meeting. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Moffatt moved and seconded by Councilor Dains to approve the claims totaling \$94,448.38. Motion carried unanimously on a roll call vote.

Consent

Councilor Dains moved and seconded by Councilor Pulford to approve the Consent Agenda thereby approving Resolution No. 110921A – Designating Polling Places for the 2022 State Primary and State General Elections, and Resolution No. 110921B – Approving Variance for Xcel Energy, 2535 Larpenteur Avenue.

Informational Presentations/Reports

A. City Council Updates

Mayor Gaasch, Councilor Dains, and Councilor Pulford thanked the volunteers who organized the Halloween events. Mayor Gaasch had a meeting with the Regional Council of Mayors where topics included returning to the office and what cities will look like post pandemic. Councilor Dains stated that Metro Transit planned to cut five percent of their bus routes.

Public Hearings

A. Conditional Use Permit Application for a Duplex at 1792 Lake Street

The applicant, Joe Taylor, requested a conditional use permit to change 1792 Lake Street from a one-unit to two-unit dwelling. Bownik provided the Council with information on the application

LAUDERDALE CITY COUNCIL
MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

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November 9, 2021

as well as city code regarding the issuance of conditional use permits. The Council asked questions in advance of opening the public hearing at 7:20 p.m.

Joe Taylor addressed the Council providing information on building layout and access relevant to the discussion. Ron Beining, 1787 Lake Street, addressed the Council to ask questions about the process and commented on aesthetic and maintenance standards that rental properties should adhere to.

The Council directed staff to bring back a resolution of approval to the next meeting.

Discussion/Action Item

A. Proposed 2022 Fund Budgets and Utility Rate Setting

Administrator Butkowski presented the preliminary Fund Budgets (Funds 226-603) and utility rates for 2022. The storm and sanitary sewer fund balances are healthy and staff do not propose raising those rates. Staff proposed raising the recycling rate to cover the true cost of recycling in the City.

Set Agenda for Next Meeting

The next Council meeting may include the October financial report, a contract with Northeast Youth and Family Services, a contract for building official services, and a legislative update by Representative Alice Hausman and Senator John Marty.

Work Session

A. Community Development Update

Butkowski stated that the City was accepting applications for the public works position. She said the grant application for gap financing was due to Ramsey County on November 15.

B. Opportunity for the Public to Address the City Council

Mayor Gaasch opened up the floor to anyone in attendance interested in addressing the Council.

Joe Taylor, 1743 Eustis Street, said he will attend the December city council meeting for the parking requirements discussion.

There being no other people interested in speaking, Mayor Gaasch closed the floor.

Mayor Gaasch moved the meeting into a closed session at 8:02 p.m.

Closed Session

A. City Administrator Performance Evaluation

Councilor Moffatt moved to exit the closed session at 8:47 p.m. This was seconded by Councilor Pulford and carried unanimously on a roll call vote.

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MEETING MINUTES
HELD REMOTELY VIA TELECONFERENCE

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November 9, 2021

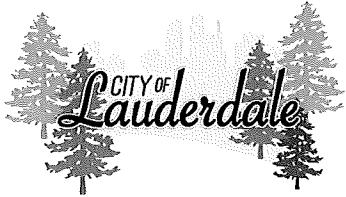
Adjournment

Councilor Moffatt moved and seconded by Councilor Grove to adjourn the meeting at 8:48 p.m.
Motion carried unanimously.

Respectfully submitted,

A handwritten signature in cursive script, appearing to read "Heather Butkowski".

Heather Butkowski
City Administrator



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

Request for Council Action

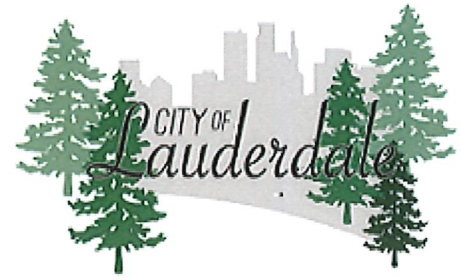
To: Mayor and City Council
From: City Administrator
Meeting Date: November 23, 2021
Subject: List of Claims

The claims totaling \$21,789.68 are provided for City Council review and approval that includes check numbers 27683 to 27698.

Accounts Payable

Checks by Date - Detail by Check Date

User: miles.cline
 Printed: 11/16/2021 3:21 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	11/12/2021	
		PR Batch 52300.11.2021 PERA Coordinated	PR Batch 52300.11.2021 PER	1,062.07
		PR Batch 52300.11.2021 PERA Coordinated	PR Batch 52300.11.2021 PER	1,225.46
Total for this ACH Check for Vendor 43:				2,287.53
ACH	44	Minnesota Department of Revenue	11/12/2021	
		PR Batch 52300.11.2021 State Income Tax	PR Batch 52300.11.2021 Stat	712.25
Total for this ACH Check for Vendor 44:				712.25
ACH	45	ICMA Retirement Corporation	11/12/2021	
		PR Batch 52300.11.2021 Deferred Comp	PR Batch 52300.11.2021 Def	1,795.31
		PR Batch 52300.11.2021 Deferred Comp	PR Batch 52300.11.2021 Def	1,103.88
Total for this ACH Check for Vendor 45:				2,899.19
ACH	46	Internal Revenue Service	11/12/2021	
		PR Batch 52300.11.2021 Medicare Employer Po	PR Batch 52300.11.2021 Med	259.78
		PR Batch 52300.11.2021 FICA Employee Portio	PR Batch 52300.11.2021 FIC.	1,110.76
		PR Batch 52300.11.2021 Medicare Employee Pc	PR Batch 52300.11.2021 Med	259.78
		PR Batch 52300.11.2021 Federal Income Tax	PR Batch 52300.11.2021 Fed	1,655.82
		PR Batch 52300.11.2021 FICA Employer Portio	PR Batch 52300.11.2021 FIC.	1,110.76
Total for this ACH Check for Vendor 46:				4,396.90
ACH	47	Public Employees Insurance Program	11/12/2021	
		PR Batch 52300.11.2021 Health Insurance	PR Batch 52300.11.2021 Heal	2,429.66
		PR Batch 52300.11.2021 Dental	PR Batch 52300.11.2021 Den	120.48
Total for this ACH Check for Vendor 47:				2,550.14
Total for 11/12/2021:				12,846.01
27683	65 17839009	Allstream Inc. Fax Line	11/23/2021	
				52.84
Total for Check Number 27683:				52.84
27684	184 4101051646 4101051646 4101755552 4101755552	Cintas November Uniforms November Uniforms November Uniforms November Uniforms	11/23/2021	
				6.04
				6.03
				16.54
				16.53
Total for Check Number 27684:				45.14
27685	192 133932745	Comcast Holdings Corporation October Internet	11/23/2021	
				413.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 27685:	413.00
27686	25	County of Ramsey	11/23/2021	
	EMCOM-009575	September Fleet Support		6.24
	EMCOM-009590	September 911 Dispatch Services		880.50
	EMCOM-009607	September CAD Services		120.61
	EMCOM-009640	October Fleet Support		6.24
	EMCOM-009655	October CAD Services		120.61
	EMCOM-009671	October 911 Dispatch Services		880.50
			Total for Check Number 27686:	2,014.70
27687	25	County of Ramsey	11/23/2021	
	11102021	Recording Fee - Mills Sewer Line		46.00
			Total for Check Number 27687:	46.00
27688	25	County of Ramsey	11/23/2021	
	11122021	Recording Fee - Davis Retaining Wall Agreemen		46.00
			Total for Check Number 27688:	46.00
27689	9	Genuine Parts Company Inc	11/23/2021	
	229081	Motor Oil		32.31
			Total for Check Number 27689:	32.31
27690	134	Katrina Joseph	11/23/2021	
	00118	October Legal Services		925.00
			Total for Check Number 27690:	925.00
27691	185	Lauderdale Certified Auto Repair Inc	11/23/2021	
	112021	October Fuel		26.83
	112021	October Fuel		125.22
	112021	October Fuel		26.83
			Total for Check Number 27691:	178.88
27692	30	League of Minnesota Cities	11/23/2021	
	355064	2022 Elected Leaders Institute - MG		275.00
			Total for Check Number 27692:	275.00
27693	5	Premium Waters Inc	11/23/2021	
	619861-10-21	11/21 Water Delivery		8.99
			Total for Check Number 27693:	8.99
27694	135	St Paul Pioneer Press	11/23/2021	
	1021572525	Publish 1792 Lake CUP Notice		18.90
			Total for Check Number 27694:	18.90
27695	4	The Neighborhood Recycling Company Inc	11/23/2021	
	INV1253	September Multi-Family Recycling		405.03
	INV1253	September Single Unit Dwelling		2,917.39
			Total for Check Number 27695:	3,322.42
27696	90	Verizon Wireless	11/23/2021	
	9891812534	October Cell Phone		30.87

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	9891812534	October Cell Phone		61.73
	9891812534	October Cell Phone		30.87
Total for Check Number 27696:				123.47
27697	7 9022194-0500-5	Waste Management Inc November Public Works	11/23/2021	531.64
Total for Check Number 27697:				531.64
27698	74	Xcel Energy	11/23/2021	
	754037869	Larpenteur Bridge Lights		73.06
	754108914	2430 Larpenteur Avenue W		12.69
	75441434	Larpenteur Avenue		59.46
	754784162	October Street Lighting		446.43
	755148007	1917 Walnut Street		35.93
	755148007	1885 Fulham Street		25.00
	755148007	1885 Fulham Street		31.22
	755148007	1917 Walnut Street		25.00
	755155364	1891 Walnut Street		81.60
	755155364	1795 Eustis Street		66.56
	755155364	1891 Walnut Street		52.43
Total for Check Number 27698:				909.38
Total for 11/23/2021:				8,943.67
Report Total (21 checks):				21,789.68

Member _____ introduced the following resolution and moved its adoption:

**CITY OF LAUDERDALE
COUNTY OF RAMSEY
STATE OF MINNESOTA
RESOLUTION NO. 112321A**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT
FOR A TWO-UNIT DWELLING AT 1792 LAKE STREET**

WHEREAS, Joe Taylor (the “Applicant”) is the owner of a residential home located at 1792 Lake Street (the “Property”); and

WHEREAS, the Applicant has applied for conditional use permit for a two-unit dwelling in the R-1 District, which allows two-unit dwellings as a conditional use; and

WHEREAS, on October 29, 2021, following written notice to the owners of all properties located within 350 feet of the Property, the city council conducted a public hearing on the Applicant’s request for a conditional use permit for the proposed use and received written and oral testimony related thereto; and

WHEREAS, upon the conclusion of the public hearing, the city council authorized the preparation of this resolution granting the conditional use permit, subject to certain terms and conditions.

NOW, THEREFORE, BE IT RESOLVED by the city council of the City of Lauderdale that a conditional use permit be issued to the Applicant authorizing a two-unit dwelling at the Property, subject to the following terms and conditions:

1. The Applicant shall conduct business at all times in such a manner that the Property is not the source of any public nuisance under state statute or city code.
2. The Applicant allows an inspection for code compliance be performed of the Property’s interior by the city’s residential building official.

Adopted by the city council of the city of Lauderdale this 23rd day of November, 2021.

Mary Gaasch, Mayor

ATTEST:

(SEAL)

Heather Butkowski, City Administrator-Clerk

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution X
Work Session

Meeting Date November 23, 2021

ITEM NUMBER 2022 Utility Rates

STAFF INITIAL *AB*

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the previous meeting, the City Council reviewed the proposed sanitary sewer, storm sewer, and recycling rates for 2022. Staff's recommended not increasing the sanitary and storm sewer rates. The recycling rates were proposed to increase by 14% or \$1.00 per month to catch up to the cost of the new recycling contract. A copy of the Utility Rate Study follows. If there are questions, the item can be removed from the Consent Agenda for further discussion.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution No. 112321B—A Resolution Establishing 2022 Sanitary Sewer Rates, Storm Sewer Rates, and Recycling Rates.

RESOLUTION NO. 112321B

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

**A RESOLUTION ESTABLISHING 2022
SANITARY SEWER RATES, STORM SEWER RATES AND RECYCLING RATES**

WHEREAS, the City of Lauderdale incurs expenses related to the operation of its sanitary sewer collection and disposal system, including Metropolitan Council Environmental Services wastewater treatment fees, as well as its own costs for salaries and maintenance of the utility; and

WHEREAS, the City of Lauderdale incurs expenses related to the operation of its storm sewer collection system, including costs for capital projects, salaries and maintenance of the utility; and

WHEREAS, the City of Lauderdale incurs expenses related to the operation of its residential recycling program, including costs for salaries and collection of materials; and

WHEREAS, sanitary sewer rates, storm sewer rates and recycling rates are set annually by the Lauderdale City Council; and

WHEREAS, the City Code provides for the collection of sanitary sewer service charges, storm sewer service charges and residential recycling collection;

NOW THEREFORE, BE IT RESOLVED that the Lauderdale City Council sets the following rates for 2022:

- Sanitary Sewer
 - Residential: A flat rate of \$57.76 per residential unit per quarter
 - Commercial: \$2.86 per unit of water consumption per month,
 - with a minimum monthly charge of \$13
- Storm Sewer: A flat rate of \$17.75 per quarter per REF (Residential Equivalency Factor)
- Recycling: A flat rate of \$8.17 per cart per month

Adopted by the City Council of the City of Lauderdale this 23rd day of November, 2021.

Mary Gaasch, Mayor

(ATTEST)

Heather Butkowski, City Administrator

**2022 Sanitary Sewer, Storm Water and Recycling
Rate Study**



Key Findings

Annually, the City of Lauderdale establishes rates for sanitary sewer, storm water and recycling collection. Staff has completed the review and recommends the following:

- A 0.0% increase is proposed for the sanitary sewer residential and commercial charges.
- A 0.0% increase is proposed for the storm water charges.
- A 14.0% increase is proposed for the recycling collection charges.

Goals of a Utility Rate Study

The purpose of the rate study is to ensure that:

1. Rates are sufficient to pay for the ongoing operations and capital improvements, and to maintain adequate cash balances.
2. Staff and Council revisit cash balance policies to ensure they are meeting their enterprise system's current and future needs.
3. The rate structure distributes the costs of operating the system across utility users consistent with the policy objectives of the Council.

Sanitary Sewer Utility

The Metropolitan Council adopted a Metropolitan Wastewater Charge for 2022 of \$250.0 million, an increase of 4.0% over 2021. The City's share is \$139,376 which is \$11,420 less than 2021.

Sanitary Sewer Capital Improvements

The 2022-2031 Capital Improvement Plan (CIP) anticipates spending \$10,000 on sewer cleaning and televising since the last cured-in-place lining project will be completed before the end of 2021.

Target Cash Reserves – Sanitary Sewer Funds

Adequate cash reserves are needed to accommodate cash flow needs, invest in sewer replacement projects, and save for future capital projects. The City Council established a goal of setting aside at least half of the depreciation expense each year to grow the cash reserve. Due to the health of the fund, lack of pressing new infrastructure improvements, and reduction in wastewater treatment fees two years in a row, cash reserves are adequate. Therefore, staff is proposing a 0.0% increase to the sanitary sewer rate.

Quarterly Sanitary Sewer Rate History

Sewer Rates	2017	2018	2019	2020	2021	2022
Residential Base Charge	\$54.09	\$55.01	\$57.76	\$57.76	\$57.76	\$57.76
Commercial Flow Charge	\$2.67	\$2.72	\$2.86	\$2.86	\$2.86	\$2.86
% Increase	2.5%	1.7%	5.0%	0.0%	0.0%	0.0%

Sanitary Sewer Availability Charge

The Metropolitan Council did not increase the base metropolitan sewer availability charge (SAC) for 2022. The SAC rate will be \$2,485 for metropolitan customer communities. The rate is the same since 2014.

Pursuant to Minnesota Statute 473.517, subd. 3, a metropolitan SAC is paid by our community to the Metropolitan Council as users connect to the metropolitan wastewater system for the first time or as a user's maximum demand for sewer capacity increases. These fees are for the availability of capacity, not the actual use or flow in the metropolitan system as demanded by development or changes in use on specific properties within our community. Lauderdale may adopt a different SAC rate that would include the Metropolitan Council amount plus additional funds for the City. Historically, Lauderdale has used the Metropolitan Council rate.

Storm Water Utility

The Storm Water Utility pays for the infrastructure and maintenance that provides for and improves the quality of storm water run-off. The City has been working with the area watershed districts on future projects to curb the City’s contribution to pollution in the Mississippi River.

Lauderdale’s ordinance established a system for billing using Residential Equivalency Factor (REF). A single family residential property is considered to be one REF and pays the base fee adopted by the Council. The other developed properties were individually assigned a certain number of REF’s based on property size, impervious surface, and calculated storm water run-off. A property receives a credit if it has integrated storm water best management practices (BMPs). Since Lauderdale is considered fully developed, the City only anticipates an increase in the number of REF’s when redevelopment occurs.

Storm Sewer Capital Improvements

The 2022 Capital Improvement Plan provides for spending on invasive species management and dredging of Gasperre Pond.

Target Cash Reserves – Storm Water Fund

The projected cash balances must be adequate to meet on-going storm water expenditures and ensure a cash reserve balance that allows the City to meet the obligations of its MS4 permit, especially Total Maximum Daily Load (TMDL) obligations imposed on the City by the Pollution Control Agency. As storm water projects can be expensive and TMDLs are expected as the City’s runoff terminates in the Mississippi River, the City has raised the storm water rates over the years to build the nest egg to cover future costs. Staff recommends not raising rates for 2022 as the Seminary Pond project was less than budgeted and will be paid in-full in 2021 and cash reserves are adequate.

Storm Water Rate History

Storm Water Rates	2017	2018	2019	2020	2021	2022
Residential	\$16.03	\$16.25	\$17.40	\$17.75	\$17.75	\$17.75
Commercial	\$80.17	\$81.29	\$87.06	\$88.80	\$88.80	\$88.80
% Increase	5%	1.4%	7.1%	2.0%	0.0%	0.0%

Recycling Fee

The City awarded Eureka! Recycling a contract for weekly curbside collection through December 31, 2023. The recycling contract price per month in 2022 is \$5.98 per cart.

Target Cash Reserves – Recycling Fund

In 2020, rates were raised to begin covering the increased recycling costs that are the result of the upheaval in the recycling markets worldwide. Previously, the contract was based on the number of housing units and all units paid the same price for recycling service. Starting with the new contract in 2019, the cost was based on the number of carts to save tens of thousands of dollars through the duration of the contract. With the increased per cart cost, staff is recommending increasing the cost of collection until residents pay for the full cost of the service and reserves are replenished. This means raising rates by \$1.00 per cart per month in 2022. The revenue is expected to cover costs and replenish the fund balance by \$4,000.

Recycling Rate History (Per Month):

Recycling Rate Per Cart	2017	2018	2019	2020	2021	2022
Residential /Mo,	\$2.84	\$2.98	\$3.17	\$5.17	\$7.17	\$8.17
Residential /An.	\$34.08	\$35.76	\$37.98	\$62.04	\$86.04	\$98.04
% Increase	10%	5%	6.4%	63%	39%	14%

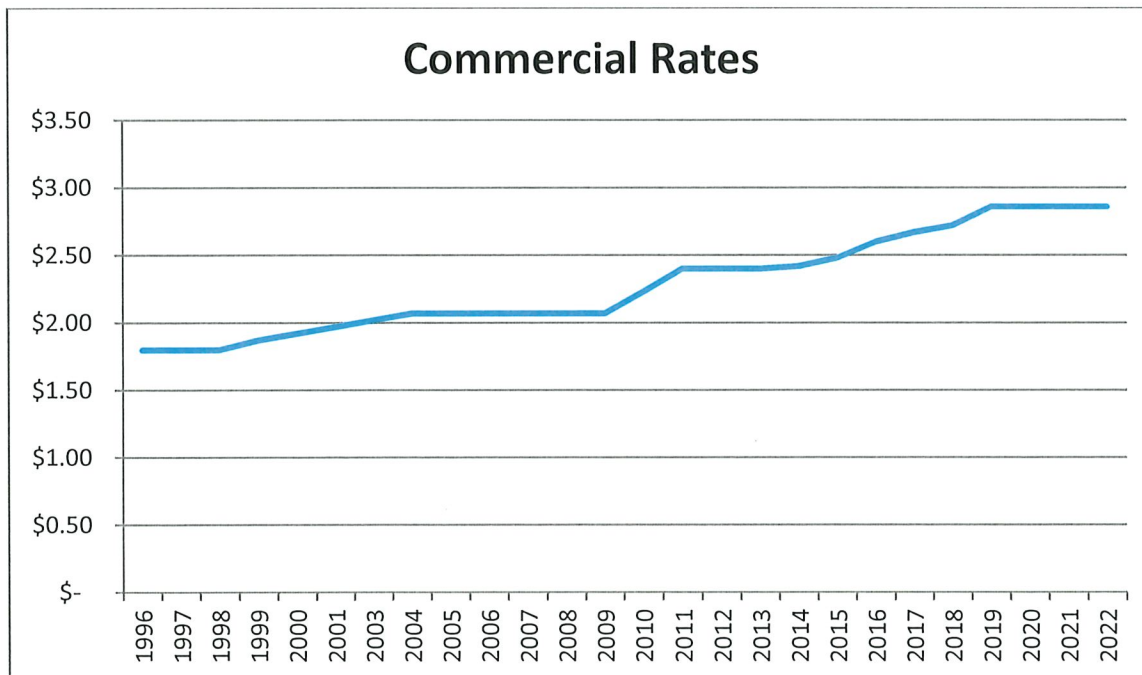
Appendix A

Sanitary Sewer Historical Rates

Residential rates are a flat charge per month.



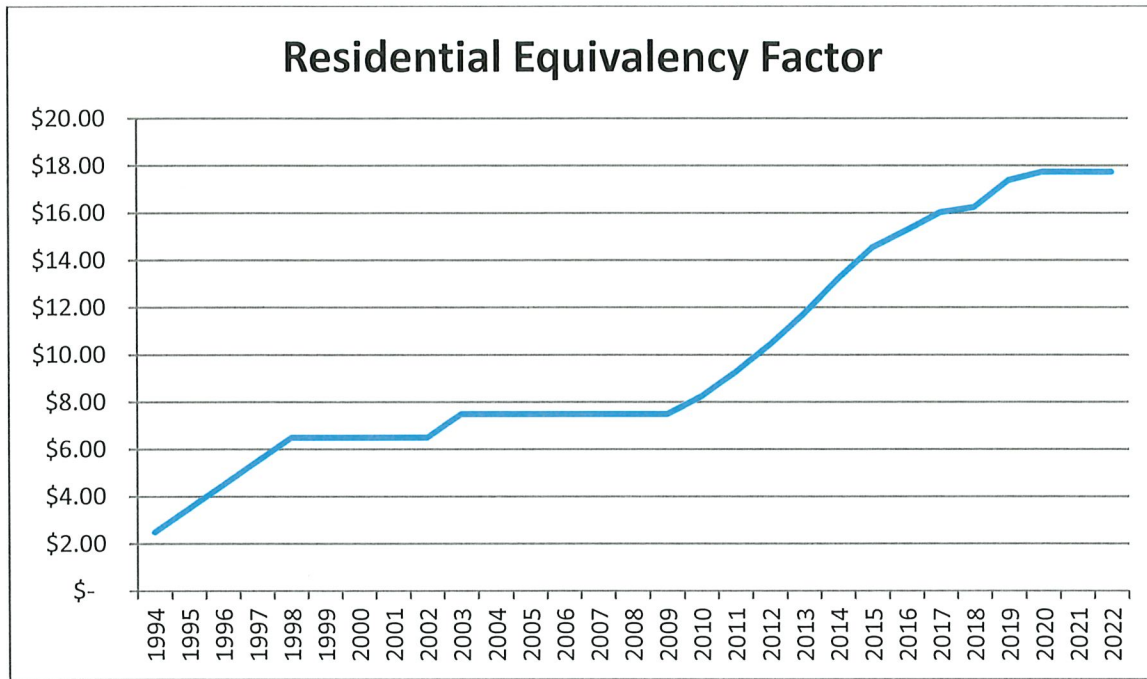
Commercial rates are based on flow or consumption charge.



Appendix B

Storm Water Historical Rates

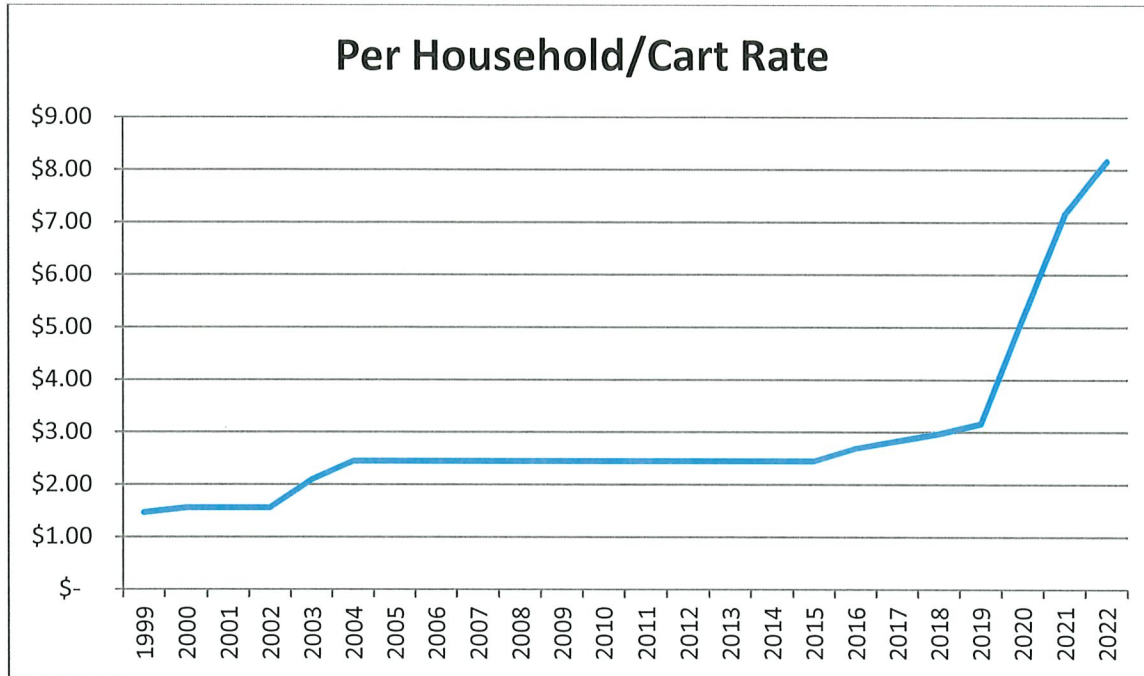
Storm Water rates are a flat charge based on Residential Equivalency Factor (REF) per month.



Appendix C

Recycling Historical Rates

Recycling rates are per household (1999-2018) and per cart (2019-present). These rates are collected through the property tax system as a special assessment.



**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date November 23, 2021

ITEM NUMBER October Financial Report

STAFF INITIAL 

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 October 2021. This includes the new fund for tracking the American Recovery Plan Act funds.

OPTIONS:

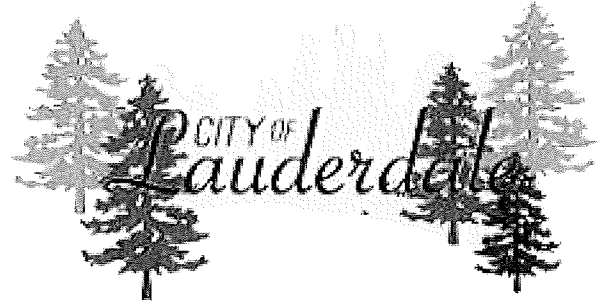
STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for October 2021.

General Ledger

Cash Balances

User: heather.butkowski
 Printed: 11/16/2021 3:20:37 PM
 Period 10 - 10
 Fiscal Year 2021



Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,891,524.43	223,984.35	138,537.65	-2,806,077.73
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	8,881.06	4,282.74	2,825.86	10,337.94
Cash	227-00000-000-10100	57,366.29	7.81	6,370.54	51,003.56
Cash	228-00000-000-10100	133,515.70	20.44	0.00	133,536.14
Cash	305-00000-000-10100	9,776.90	1.50	0.00	9,778.40
Cash	306-00000-000-10100	123,987.82	4,382.53	212.50	128,157.85
Cash	401-00000-000-10100	149,717.26	22.92	0.00	149,740.18
Cash	403-00000-000-10100	409,720.84	60.94	11,609.58	398,172.20
Cash	404-00000-000-10100	353,167.34	54.06	0.00	353,221.40
Cash	414-00000-000-10100	365,327.42	55.92	0.00	365,383.34
Cash	416-00000-000-10100	92,722.76	0.00	528.05	92,194.71
Cash	602-00000-000-10100	1,045,393.73	12,279.64	26,043.86	1,031,629.51
Cash	603-00000-000-10100	436,652.92	3,022.98	25,730.98	413,944.92
Current Assets		294,805.61	248,175.83	211,859.02	331,122.42
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	3,436,536.94	532.01	200,000.00	3,237,068.95
Investments		3,436,536.94	532.01	200,000.00	3,237,068.95
Grand Total		<u>3,731,642.55</u>	<u>248,707.84</u>	<u>411,859.02</u>	<u>3,568,491.37</u>

General Ledger Revenue vs Expense



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 Period 10 - 10
 Fiscal Year 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend	Collect
101	General Fund						
	Revenue						
	Taxes	899,710.00	0.00	480,138.92	419,571.08		53.37
	Licenses and Permits	37,750.00	1,679.35	26,183.30	11,566.70		69.36
	Intergovernmental Revenues	525,789.00	0.00	262,295.50	263,493.50		49.89
	Charges for Services	10,600.00	1,318.90	6,540.04	4,059.96		61.70
	Fines and Forfeits	27,000.00	1,590.00	18,469.26	8,530.74		68.40
	Miscellaneous Revenue	7,500.00	159.47	-3,462.73	10,962.73		-46.17
	Other Financing Sources	0.00	0.00	0.00	0.00		0.00
		1,508,349.00	4,747.72	790,164.29	718,184.71		52.39
	Expense						
	Personal Services	425,105.00	44,687.62	349,827.71	75,277.29		82.29
	Supplies	16,200.00	337.19	9,724.85	6,475.15		60.03
	Other Services and Charges	1,059,044.00	73,744.20	802,084.73	256,959.27		75.74
	Capital Outlay	0.00	0.00	0.00	0.00		0.00
	Other Uses	8,000.00	0.00	78,897.00	-70,897.00		986.21
		1,508,349.00	118,769.01	1,240,534.29	267,814.71		82.24
101	General Fund	0.00	-114,021.29	-450,370.00	450,370.00		0.00

General Ledger Revenue vs Expense

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 Period 10 - 10
 Fiscal Year 2021



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	19,000.00	4,281.16	13,714.71	5,285.29	72.18
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	100.00	1.58	57.46	42.54	57.46
	Revenue	19,100.00	4,282.74	13,772.17	5,327.83	72.11
	Expense					
	Personal Services	9,612.00	1,060.70	8,136.67	1,475.33	84.65
	Supplies	0.00	0.00	780.00	-780.00	0.00
	Other Services and Charges	3,600.00	1,765.16	9,180.64	-5,580.64	255.02
	Capital Outlay	5,000.00	0.00	0.00	5,000.00	0.00
	Expense	18,212.00	2,825.86	18,097.31	114.69	99.37
226	Communications	888.00	1,456.88	-4,325.14	5,213.14	-487.07

General Ledger Revenue vs Expense



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 Period: 10 - 10
 Fiscal Year: 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	5,900.00	0.00	0.00	5,900.00	0.00
	Miscellaneous Revenue	<u>49,899.00</u>	<u>7.81</u>	<u>29,770.70</u>	<u>20,128.30</u>	<u>59.66</u>
	Revenue	55,799.00	7.81	29,770.70	26,028.30	53.35
	Expense					
	Personal Services	24,594.00	2,715.62	20,823.04	3,770.96	84.67
	Supplies	0.00	0.00	3,569.70	-3,569.70	0.00
	Other Services and Charges	39,869.00	3,322.42	29,901.78	9,967.22	75.00
	Capital Outlay	<u>350.00</u>	<u>332.50</u>	<u>332.50</u>	<u>17.50</u>	<u>95.00</u>
	Expense	64,813.00	6,370.54	54,627.02	10,185.98	84.28
227	Recycling	-9,014.00	-6,362.73	-24,856.32	15,842.32	275.75

General Ledger Revenue vs Expense



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 Period 10 - 10
 Fiscal Year 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
228	American Rescue Plan Act					
	Revenue	0.00	0.00	133,382.36	-133,382.36	0.00
	Intergovernmental Revenues	0.00	20.44	153.78	-153.78	0.00
	Miscellaneous Revenue					
	Revenue	0.00	20.44	133,536.14	-133,536.14	0.00
228	American Rescue Plan Act	0.00	20.44	133,536.14	-133,536.14	0.00

General Ledger Revenue vs Expense



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 Period 10 - 10
 Fiscal Year 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	500.00	1.50	57.89	442.11	11.58
	Other Financing Sources	0.00	0.00	1,365,000.00	-1,365,000.00	0.00
	Revenue	500.00	1.50	1,365,057.89	-1,364,557.89	273,011.58
	Expense					
	Other Services and Charges	475.00	0.00	44,872.00	-44,397.00	9,446.74
	Debt Service	25,253.00	0.00	1,309,719.25	-1,284,466.25	5,186.39
	Expense	25,728.00	0.00	1,354,591.25	-1,328,863.25	5,265.05
305	GO TIF Revenue Bonds 2018A					
		-25,228.00	1.50	10,466.64	-35,694.64	-41.49

General Ledger Revenue vs Expense



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 Period 10 - 10
 Fiscal Year 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue	300.00	19.62	550.95	-250.95	183.65
	Miscellaneous Revenue					
	Other Financing Sources	<u>126,263.00</u>	<u>4,362.91</u>	<u>26,753.09</u>	<u>99,509.91</u>	<u>21.19</u>
	Revenue	126,563.00	4,382.53	27,304.04	99,258.96	21.57
	Expense					
	Other Services and Charges	475.00	212.50	787.50	-312.50	165.79
	Debt Service	<u>121,000.00</u>	<u>0.00</u>	<u>121,000.00</u>	<u>0.00</u>	<u>100.00</u>
	Expense	121,475.00	212.50	121,787.50	-312.50	100.26
306	2019A Improvement Bonds	5,088.00	4,170.03	-94,483.46	99,571.46	-1,856.99

General Ledger Revenue vs Expense



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 Period 10 - 10
 Fiscal Year 2021

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	1,500.00	22.92	739.39	760.61	49.29
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	1,500.00	22.92	739.39	760.61	49.29
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	35,000.00	0.00	10,487.90	24,512.10	29.97
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	35,000.00	0.00	10,487.90	24,512.10	29.97
401	General Capital Projects	-33,500.00	22.92	-9,748.51	-23,751.49	29.10

General Ledger Revenue vs Expense



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 Fiscal Year 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	18,709.00	-18,709.00	0.00
	Miscellaneous Revenue	4,000.00	60.94	9,323.26	-5,323.26	233.08
	Other Financing Sources	0.00	0.00	78,897.00	-78,897.00	0.00
	Revenue	4,000.00	60.94	106,929.26	-102,929.26	2,673.23
	Expense					
	Capital Outlay	0.00	11,609.58	156,246.18	-156,246.18	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	11,609.58	156,246.18	-156,246.18	0.00
403	Street Capital Projects	4,000.00	-11,548.64	-49,316.92	53,316.92	-1,232.92

General Ledger Revenue vs Expense



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 Fiscal Year 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	28,750.00	-28,750.00	0.00
	Miscellaneous Revenue	4,000.00	54.06	-26,881.81	30,881.81	-672.05
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	4,000.00	54.06	1,868.19	2,131.81	46.70
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	7,500.00	0.00	134,060.00	-126,560.00	1,787.47
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	7,500.00	0.00	134,060.00	-126,560.00	1,787.47
404	Park Capital Projects	-3,500.00	54.06	-132,191.81	128,691.81	3,776.91

General Ledger

Revenue vs Expense



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 Period 10 - 10
 Fiscal Year 2021

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

General Ledger Revenue vs Expense



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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development					
	Revenue					
	Miscellaneous Revenue	4,000.00	55.92	3,488.18	511.82	87.20
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	4,000.00	55.92	3,488.18	511.82	87.20
	Expense					
	Other Services and Charges	0.00	0.00	3,905.88	-3,905.88	0.00
	Other Uses	<u>67,956.00</u>	<u>0.00</u>	<u>0.00</u>	<u>67,956.00</u>	<u>0.00</u>
	Expense	67,956.00	0.00	3,905.88	64,050.12	5.75
414	Development	-63,956.00	55.92	-417.70	-63,538.30	0.65

General Ledger

Revenue vs Expense



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 Period 10 - 10
 Fiscal Year 2021

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

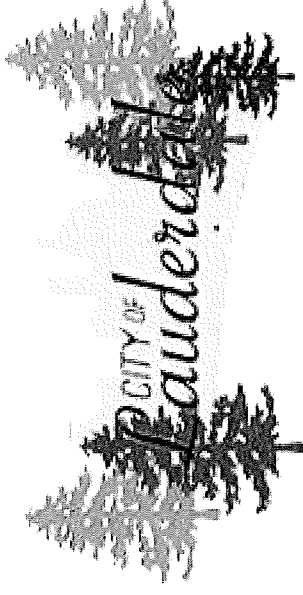
General Ledger Revenue vs Expense

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 Period 10 - 10
 Fiscal Year 2021



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	528.05	1,769.80	-1,769.80	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	528.05	1,769.80	-1,769.80	0.00
416	TIF District No. 1-2	0.00	-528.05	-1,769.80	1,769.80	0.00

General Ledger Revenue vs Expense



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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	12,229.92	241,061.84	44,854.16	84.31
	Miscellaneous Revenue	16,100.00	157.90	4,800.42	11,299.58	29.82
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	302,016.00	12,387.82	245,862.26	56,153.74	81.41
	Expense					
	Personal Services	77,500.00	8,348.09	66,792.14	10,707.86	86.18
	Supplies	800.00	36.27	452.56	347.44	56.57
	Other Services and Charges	180,573.00	17,767.68	166,372.43	14,200.57	92.14
	Capital Outlay	150,000.00	0.00	0.00	150,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	408,873.00	26,152.04	233,617.13	175,255.87	57.14
602	Sanitary Sewer	-106,857.00	-13,764.22	12,245.13	-119,102.13	-11.46

General Ledger Revenue vs Expense

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 Period 10 - 10
 Fiscal Year 2021



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	109,338.00	2,978.72	96,030.48	13,307.52	87.83
	Miscellaneous Revenue	4,500.00	63.36	2,042.60	2,457.40	45.39
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	113,838.00	3,042.08	98,073.08	15,764.92	86.15
	Expense					
	Personal Services	65,763.00	7,109.19	56,683.89	9,079.11	86.19
	Supplies	750.00	36.27	452.56	297.44	60.34
	Other Services and Charges	24,150.00	5,880.62	39,580.28	-15,430.28	163.89
	Capital Outlay	80,000.00	12,724.00	12,724.00	67,276.00	15.91
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	170,663.00	25,750.08	109,440.73	61,222.27	64.13
603	Storm Water	-56,825.00	-22,708.00	-11,367.65	-45,457.35	20.00

General Ledger Revenue vs Expense

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 Period 10 - 10
 Fiscal Year 2021



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



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 Fiscal Year 2021

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,139,665.00	29,066.48	2,816,565.59	-676,900.59	1.3164
Expense Total		2,428,569.00	192,217.66	3,439,164.99	-1,010,595.99	1.4161
Grand Total		-288,904.00	-163,151.18	-622,599.40	333,695.40	2.155

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date November 23, 2021

ITEM NUMBER Year End Financials

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, the City hires AEM Financial Solutions on closing the year-end books and preparing for the audit. It is a valuable tool which allows staff to continue working on priority projects instead of losing about a month to preparing for the audit.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council enters into an agreement with AEM Financial Solutions for assistance with audit preparation as presented.



Proposal for Audit Preparation Services for
City of Lauderdale

1891 Walnut Street
Lauderdale, Minnesota 55113

Proposed By:
Victoria Holthaus, CPA
Partner | Abdo
victoria.holthaus@abdofs.com
Direct Line 952.715.3069

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090
F 952.835.3261

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

November 10, 2021

Dear Heather,

Thank you for the opportunity to submit this proposal to the City of Lauderdale, Minnesota (the City) for audit preparation services. Based on our past experience with cities of comparable size and complexity, we believe our structured contract with defined outcomes offered through Abdo Financial Solutions, LLC (Abdo FS) would provide the City with excellent audit preparation services.

We believe our solution will result in the City receiving high level information, continual improvement of processes and allow the City to keep overall costs stable. Our proposal is based on the needs of the City laid out in the request for proposal and the experiences we have had working with other cities. The proposal outlines the scope of services we believe will address the needs of the City.

The term of this contract shall be from December 1, 2021 to February 28, 2022.

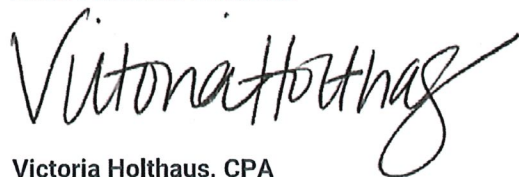
An Abdo FS representative will be in the City offices as necessary to perform responsibilities as noted on the Scope of Services page. Services will also be performed remotely as necessary.

Investment by the City for services is indicated in the financial page. This quote is valid for thirty (30) days.

Abdo FS would like to thank the City for the opportunity. We look forward to exceeding your expectations and continuing our long-term, mutually beneficial relationship.

Sincerely,

Abdo Financial Solutions



Victoria Holthaus, CPA
Partner | Abdo

Contents

- 05 Meet Your Team
- 08 Government Experience
- 10 Technology
- 11 Value
- 12 Scope of Services
- 13 License & Independence
- 14 Why Partner with Abdo
- 15 Diversity, Equity & Inclusion
- 17 Value Added Services

Appendix A – Agreement for Financial Services

Appendix B – Agreement for the Provision of Professional Services



Your Abdo Team

In assembling our team to serve the City of Lauderdale, we have assigned experienced individuals who know and understand your unique financial accounting needs. Our proposed delivery team has substantial experience working with cities similar to City of Lauderdale. Our team members and their respective experience are briefly profiled below. Full biographies for the team are located on the following pages.



Victoria Holthaus, CPA

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Direct Line 952.715.3069



Tyler See, CPA

Manager

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Direct Line 952.939.3230



MaryEllen Stuk

Associate

maryellen.stuk@abdosolutions.com
Direct Line 952.939.3205

TEAM MEMBER BIO:

Victoria Holthaus

CPA

Partner
Municipal Advisor Representative (Series 50)
victoria.holthaus@abdofs.com
Direct Line 952.715.3069

Pa joined the Firm in 2018 as a Senior Associate after having served as an Accountant for local and city government finance and administration departments. She specializes in working with cities for accounting and finance needs of budget development, audit preparation, financial statements, long term plan developments and accounting process needs. Pa is a member of the Abdo Diversity & Inclusion Committee, as well as the Abdo IT Committee.

EDUCATION

- Bachelor of Science in Accounting, National American University
- Master of Arts in Public Administration, Hamline University
- Minnesota Certified Municipal Clerk
- Continuing professional education

PROFESSIONAL MEMBERSHIPS

- Minnesota Society of Certified Public Accountants
- American Institute of Certified Public Accountants
- Government Finance Officers Association of the United States and Canada
- Minnesota Government Finance Officers Association

AFFILIATIONS

- Hamline School of Business, Accounting Board Member

QUALIFICATIONS

- 16 years of experience working with local governments in finance and administration
- MSRB Municipal Advisor Representative (Series 50)
- Experience with budgeting, capital planning and debt management
- Process evaluation and process improvement engagement lead



Mankato Office

100 Warren Street, Ste 600
Mankato, MN 56001
P 507.625.2727
F 507.388.9139

Edina Office

5201 Eden Avenue, Ste 250
Edina, MN 55436
P 952.835.9090
F 952.835.3261

TEAM MEMBER BIO:

Tyler See

CPA



Manager
tyler.see@abdosolutions.com
Direct Line 952.939.3230

Tyler joined the firm in 2017 after completing his Accounting degree from Minnesota State University, Mankato. He was a government audit intern in the 2017 audit season. Tyler works with a variety of local governments and schools in Minnesota providing annual audits. In addition to his expertise in annual auditing, Tyler is experienced in municipal long-term financial plans and utility rate studies.

EDUCATION

- Bachelor of Science in Accounting, Minnesota State University - Mankato
Graduated Cum Laude
- Master of Accounting, Minnesota State University – Mankato
- Continuing professional education as required by AICPA

PROFESSIONAL MEMBERSHIPS

- American Institute of Certified Public Accountants
- Minnesota Society of Certified Public Accountants

QUALIFICATIONS

- 5 years of experience in auditing local governments and schools in Minnesota
- Over 90 percent of billable time relates to governmental clients
- Works extensively with Microsoft Office and several accounting software
- Experienced in municipal government long-term financial plans and utility rate studies

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F 952.835.3261

TEAM MEMBER BIO:

MaryEllen Stuk

Associate
maryellen.stuk@abdofs.com
Direct Line 952.939.3205

MaryEllen joined the firm in 2020 as a Government Audit intern after graduating with a Bachelor of Science in Accounting from the University of Northwestern – St. Paul. After her internship, she transitioned into her current role as an Associate with the Financial Solutions team. She serves local governments in a variety of roles, including, but not limited to: monthly and annual reporting, audit preparation, budget development, and payroll. MaryEllen is an active member of the Firm's Diversity, Equity & Inclusion (DEI) Committee, focusing on internal education.

EDUCATION

- Bachelor of Science in Accounting, University of Northwestern – St. Paul
Graduated Magna Cum Laude
Dean's List
- Currently working to become a license CPA
- Continuing professional education

QUALIFICATIONS

- 2 years of experience in auditing local governments and municipalities.
- Experience in a variety of roles within local government, including, but not limited to: monthly and annual reporting, audit preparation, budget development, training staff, utility billing, payroll, and investment management and reconciliation.
- Extensive experience in accounts payable and accounts receivable within local governments.
- Works with Microsoft Office, as well as accounting software such as Banyon and QuickBooks.
- Active member of the firm's Diversity, Equity, and Inclusion (DEI) Committee with a focus on internal education.

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Government Experience

You can have confidence in our years of experience performing consulting services, the quality of the accounting services we offer and our understanding of the unique challenges our clients face in the government space. Since 1963, we've served cities just like yours. With an unwavering commitment to streamlining processes, training staff, and finding technology-based solutions, we proudly offer excellence in city consulting and auditing.

Out of our 160-strong, talented staff, over 40 team members are 100% focused on government clients, which include over 100 cities and other governmental entities. By serving cities across Minnesota, we have become experts in the nuances of how to best support your city.

Our expertise affords you a consulting experience that is painless. We do this by communicating up front, coming fully prepared, and being available throughout the year to support you.

PROCESS

Our methods are centered around incorporating technology to deliver unparalleled solutions for government organizations. In addition to our consulting experience, our firm expertly performs outsourcing for governments giving us a wealth of experience in a consulting role. We don't believe in a one-size-fits-all mentality. So together, we'll focus on the needs that are relevant to your city and provide the right services to meet them with a customized methodology based on your needs. We're focused on developing creative, customized solutions to help your city mitigate costs and boost efficiency.

FOCUS

Through continuous training and growth opportunities, we've established an environment with a focus on serving city governments. We spend more than 100 hours training and onboarding to ensure success for our clients.

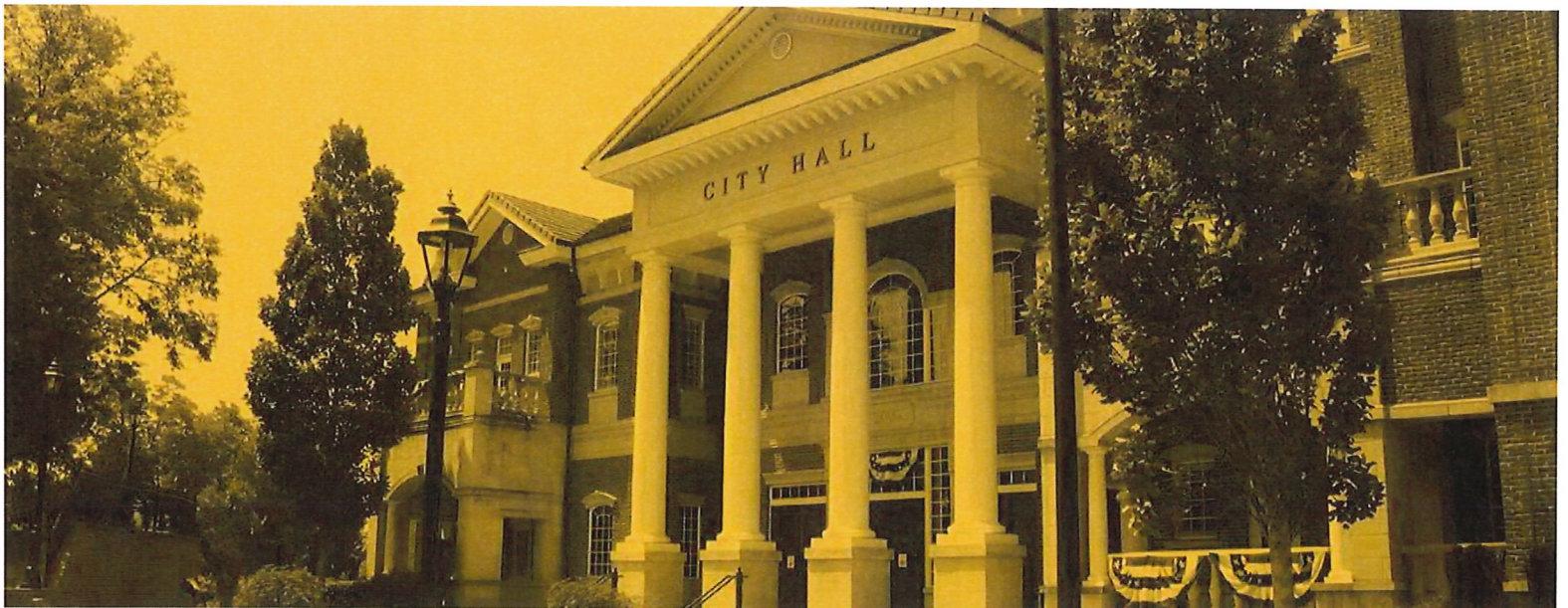
We truly hope that you allow us to be your partner. Together, we'll go beyond the numbers to best support your city.

QUALIFICATIONS

- GFOA and MnGFOA Association members
- Government operations training
- MSRB Municipal Advisor Qualified Representatives (Series 50 and Series 54)
- Consulting services for over 100 cities
- We've assisted many municipalities in preparing for the GFOA's Certificate of Achievement for Excellence awards in financial reporting

OUR FINANCIAL MANAGEMENT AND CONSULTING SERVICES INCLUDE:

- Budget process development
- Capital improvement planning
- Cash flow analysis
- Cost containment processes
- Debt management plans
- ERP system consulting
- Federal and State relations/Grant consulting
- Finance Director services
- Financial management plans
- Financial reporting and analysis
- Fleet: Operations and replacement rate analysis
- Interim accounting and financial services
- Internal control evaluation
- Long-term strategic planning
- Payroll processing
- Policy development
- Process flows and efficiencies
- Project management
- Quarterly and monthly reporting to management
- Reconciliations
- Software implementation
- Utility/fee analysis
- Year-end audit preparation and financial statement preparation



Technology

We believe technology should enhance our service offerings, making our work less intrusive, our time with you more productive and everyone's data more secure. The use of technology in our financial accounting services enables us to streamline our processes and helps to automate certain functions of our work so we are able to spend more time analyzing our results and working directly with you.

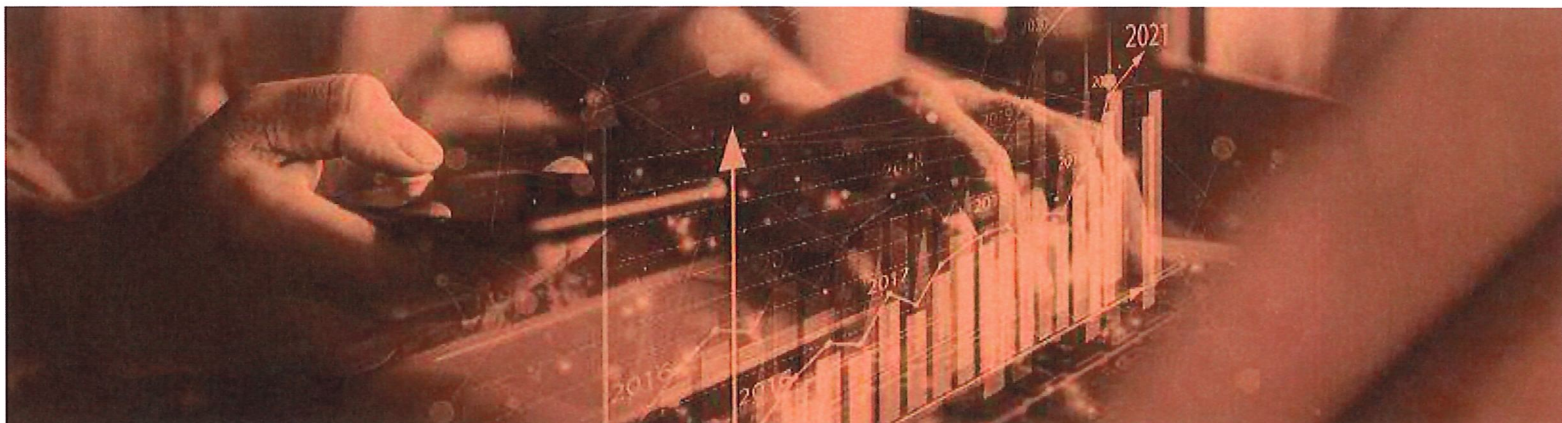
Through the outbreak of COVID-19, our team has been able to seamlessly move to a completely remote work environment with no loss of productivity, cooperation, or communication. Since March 17, 2020, our staff has been successfully conducting remote services using the latest video conferencing and secure file sharing technology. Through Zoom, Microsoft Teams, or whatever technology your organization may use, our team will continue to work through normal procedures, including regular meetings with you throughout the engagement to ensure effective collaboration with your team.

We take the security of our client's data - and our own - very seriously. A number of systems are in place to ensure the safety of your city's data. We operate in a completely remote hosted environment. This not only allows our staff to securely work from any computer, anywhere, any time, but also provides large-scale, cutting-edge technology and security for your data. Your data is housed in a secure data warehouse, not on laptops or local servers which could be stolen or misplaced

IT ALSO MEANS:

- All firm staff use dual authentication to ensure that every login to our remote environment is secure and authorized.
- All data is saved on redundant servers so if one server fails, another immediately takes over with no data lost.
- All data is backed up continually which means we always have an extra copy for safe-keeping.
- All incoming emails and embedded links are scanned for viruses prior to landing in our inbox, which allows us to operate with more protection from phishing emails, malware attacks, and other digital threats.

Our remote host vendor works exclusively with public accounting firms like ours and their client base includes approximately 300 firms. They maintain a Service Organization Control 2 (SOC 2) report covering their organizational controls over security, processing integrity, etc. This report is available for your review upon request.



Value

We at Abdo FS help cities achieve their financial goals.

Our fees range from \$145 to \$404 per hour based upon the experience and level of the individuals to be assigned to perform your work. Fees are also based on the assumption and limitations outlined in the Scope of Services that follows. Below are the fees for our services.

<u>Services Period</u>	<u>Estimated Fee</u>
December 1, 2021 – February 28, 2022	\$ 8,000

This quote is valid for thirty (30) days.

Audit preparation services will be billed in full at completion of the engagement or by February 28, 2022.

Scope of Services

Audit Preparation:

Cash and investment footnote disclosure summary – prepared from the Bank and the investment reconciliations prepared by the City

Interest allocation

Taxes revenue and receivable reconciliation

Special assessment revenue and receivable reconciliation

Governmental and enterprise accounts receivable reconciliation

State grant receipt coding reconciliation

Transfers to and from other funds

Prepaid items schedule

Accounts payable

Accrued payroll and payroll liability accounts reconciliation

Compensated absences reconciliation

Schedule of salaries payable

GASB 68 pension reconciliation and related deferred inflows/outflows

Deferred inflows/outflows/unearned revenue reconciliation

Bonds payable reconciliation

Fund balance/net assets schedule (includes reconciliation of restricted, committed and assigned fund balances/net position)

Summarize journal entries needed to match above workpapers and provide to City staff for entry into the City's accounting system

City responsibilities:

Devote uninterrupted time to work with us as needed

Make candid representations about your plans and expectations

Approve, enter and commit all journal entries to financial system

Provide invoices for identified assets that needs to be capitalized

Provide backup documentation for taxes and special assessments

Make all management decisions and perform all management functions

Provide an individual responsible to accept our work

Provide remote access to accounting system, if possible

License & Independence

LICENSED TO PRACTICE IN MINNESOTA

The Firm and its entire CPA staff hold licenses to practice in the state of Minnesota. All licenses are in good standing. The Firm and several partners and staff are licensed in other states and also are in good standing. The Firm's CPAs are all members in good standing with the Minnesota Society of CPAs and the AICPA. Our professional staff and membership in professional associations indicates that the services we provide to your City will be of the highest quality.

INDEPENDENCE

Our standards require that we be without bias with respect to your operations. The Firm not independent of the City of Lauderdale as defined by auditing standards generally accepted in the United States of America.

The Firm is a member of the American Institute of Certified Public Accountants Division of Firms and has received an unmodified opinion on its Peer Review. Our Peer Review was completed in 2020 and resulted in a pass rating. A copy of this letter can be provided upon request.

The Firm has not had any federal or state desk reviews or field reviews of its audits in the last three years. We have had no disciplinary action taken or pending against the Firm during the past three years with state regulatory bodies or professional organizations.

We maintain library facilities which include current professional literature and specific information for the industries that we serve. The Firm library is also reviewed as part of the external quality review program. The Firm has in-house training programs specific to our government clients. We also perform auditing and accounting updates for our clients that are organized by our staff. These practices ensure the quality of our staff over the term of engagement.

Why Partner with Abdo

ABDO. YOUR PARTNER TO FINANCIAL SUCCESS.

We're here because our clients need solutions to their challenges—not a commodity product. Through our dedication to teamwork, development and relationships, we will help our clients thrive. The investments into our People + Process make a difference for you, our valued client. We focus on the challenges and needs that are relevant to your business or government agency. This allows us to be thoughtful in our approach in providing you with the best solutions, and leave you assured in the value of our deliverable.

Abdo, established in 1963, has a professional staff of more than 150 in its Edina and Mankato offices. The two offices serve clients of all sizes and industries. Our services include audits, reviews and compilations, monthly accounting, tax planning and preparation, management advisory services and HR Outsourcing, to name a few. In addition, Abdo is recognized as one of the Top 150 firms in the United States and the 10th largest firm in Minnesota.

WE LISTEN. WE ENGAGE. WE DELIVER.

You'll know you're in the right hands throughout our entire engagement. And with our commitment to your unique needs, you can be sure that you'll receive great value that is worthy of your invested time. Active engagement with DFK International and domestic industry associations allows us to provide maximum value to your organization. Combining our internal expertise and technological resources with what we've learned about you allows us to deliver a solution that exceeds your expectations.





Abdo

Diversity, Equity & Inclusion

At Abdo, we recognize the need for continuous improvement in diversity, equity and inclusion initiatives throughout our firm and the accounting industry at large. We believe that when we understand each other better, we grow better together. Through our annual Affirmative Action reporting, we identify areas where improvement is needed and take steps to address these areas.

Over the past year, we have increased our efforts to promote diversity, equity, and inclusion within our firm and community through implicit/unconscious bias, anti-harassment, and interview training. In 2021, our Diversity, Equity, and Inclusion Committee looks forward to implementing a full scope of ideas, projects, and initiatives to move our firm forward through learning, understanding, and improving on these issues.

We have increased our number of women at the highest leadership level in recent years, with the last four additions to our partner group being female. We strive for continued growth in our ability to attract and retain women and people of color within our firm and we are working towards greater equity and diversity for all within our industry.

In order to build a more inclusive work environment, the firm has implemented diversity and inclusion education and have required all employees to attend a series of monthly sessions provided by the Greater Mankato Diversity Council. A video training resource on the topic of empathy is also being developed for further employee education and awareness. Additional DEI initiatives are listed on the following page. Please let us know if you have any questions or concerns regarding our DEI activity or have additional ideas on how we can improve diversity, equity, and inclusion at Abdo.



56.8%

of our Employees
are Female
(industry average: 47%)



42.9%

of our Management Level
Employees are Female
(industry average: 23%)



10.5%

of our 2021 Interns
were people of color

[Source: AICPA 2019 Trends Report]

Additional Diversity, Equity & Inclusion Initiatives



In 2020, the firm applied to be a co-sponsor for the **AICPA PCPS George Willie Ethnically Diverse Student Scholarship & Internship**, which allows 10 ethnically diverse accounting students the opportunity to be awarded internships with a firm that has been selected by the AICPA as co-sponsors of the program. Earlier this year, we found out that we were one of 10 firms in the nation to be selected as a co-sponsor for 2022. As a co-sponsor, we will host an ethnic minority accounting student to work alongside our CPAs and advisors during the 2022 internship season.



We are committed to the continued support and advancement of women in our firm and in our communities and one of the ways we do this is through partnership with YWCA Mankato, an organization that is continually empowering women in our communities to enhance their individual strengths and build leadership skills. In 2020, we were proud to be a sponsor of the **Elizabeth Kearney Women's Leadership Program** and we continue to be an annual attendee of the Women's Leadership Conference – which was held virtually last year with great success!



NABA, INC.
NATIONAL ASSOCIATION OF
BLACK ACCOUNTANTS, INC.

For years, Minnesota State University, Mankato has been the primary university we recruit from for our summer program participants and interns. Recently, we met with the leaders of the newly formed **National Association of Black Accountants chapter at Minnesota State University, Mankato** and elected to be a sponsor for the 2021-2022 academic year. We believe this partnership is a starting point towards increasing the diversity of our future summer program participants and interns.



In 2021, we celebrated International Women's Day with the Edina Chamber of Commerce as the sponsor of the Healing & Moving Forward Together webinar - part of their **Women Inspiring Leadership & Learning (W.I.L.L.)** series. Attendees heard from Jasmine Stringer - speaker, lifestyle expert, and author - as she guided us through how to communicate, be a better ally, and become connected, informed and engaged in support of our colleagues of color within the workplace and the community.



Value Added Services

When you partner with Abdo, you get access to our entire catalog of services. Below is a selection of the services that we believe could be of great value to your city. If you have need of these services, please reach out to us so we can help! Our additional service offerings can be found at www.abdosolutions.com.

TECHNOLOGY & DATA SOLUTIONS

Empowering you with advanced data analytics & insights. Data is one of your city's most powerful assets. Using it to your advantage, however, can be a challenge. Our Technology and Data Solutions are designed to give you the information you need—how, when, and where you need it. Our consultants leverage a powerful mix of technology and tools to support you with the data analytics and insights you need. From creating user-friendly dashboards and reports to managing software implementations, we deliver solutions that work for you.

We help cities with:

- Strategic data analytics
- Software solutions: evaluation, selection & implementation
- Financial reporting solutions
- Automation solutions

HR & PAYROLL SERVICES

We help employers better support their most valuable resource... their people. Having clear and consistent HR practices that best suit the individuality of your bank is key, even more so in today's tight employment environment. And because the right policies are just as important, we lend our HR expertise to help you strategically plan for your future.

We help cities with:

- Employee management and development
- Regulatory compliance
- Benefits analysis and administration, including the Affordable Care Act (ACA) and workers' compensation
- HR/Payroll software implementation and management
- Advisory services such as specialized labor cost analysis, compensation studies, and HR process development and implementation

FINANCIAL REPORTING STANDARDS CHANGES

We live in a world of constantly changing rules and standards when it comes to accounting and financial statement reporting. From one-on-one consulting to training for your entire financial team, we can help.

- Training on upcoming and current changes
- Liquidity footnote analysis
- Lease contract analysis
- Revenue recognition standards

UNIFORM GUIDANCE CONSULTING

Is your city in compliance with Uniform Guidance? Aligning the requirements of your city's grant agreement with Uniform Guidance regulations can be a challenge. We can help determine which regulations apply to your city and how to best apply them. Our team will review your grants and provide valuable implementation guidance to ensure compliance.

A few key areas to consider:

- Cost allocation plans
- Procurement plans
- Indirect cost rates
- Allowable expenditures

THIRD PARTY AUDIT PREP & RESPONSE

Need help getting ready for your audit? We can help. We are experienced in helping cities get ready for their audit, whether a financial statement audit, IRS audit, or other regulatory audit.

PROCESS SOLUTIONS

"Because we've always done it way" is an easy trap to fall into. But this outdated processes or systems rarely get results. Instead, they often lead to redundancies, unreliable outcomes, and frustrated staff. An ineffective process can become your Achilles heel in a crisis. Our customized process improvement solutions will meet you where you are – and guide you to a better tomorrow.

Our Process Solutions Services Include:

- Process Mapping Documentation – *How do transactions and data flow through your organization?*
- Abdo ProEval – *Removing waste in your processes allows your team members to focus on what they were hired to do—and to spend more time on value-added initiatives.*
- Abdo ProEval - Kaizen – *Does the project seem too large, or the change too overwhelming? The Kaizen approach is a pared-down version of our ProEval service. Instead of a full operational review, we'll focus on one aspect of your operations.*
- Software Inventory & Assessment – *Including recommendations for increasing efficiency and, if possible, reducing software-related costs.*

Appendix A

AGREEMENT FOR FINANCIAL SERVICES

Agreement for Financial Services

THIS AGREEMENT, is made and entered into on November 10, 2021 by and between the City of Lauderdale, Minnesota (hereinafter referred to as the "City"), and Abdo Financial Solutions LLC (hereinafter referred to as the "Contractor").

Articles of Agreement & Recitals

WHEREAS, the City is authorized and empowered to secure from time to time certain professional services through contracts with qualified consultants; and

WHEREAS, the Contractor understands and agrees that:

1. The Contractor will act as an Independent Contractor in the performance of all duties under this Agreement. Accordingly, the Contractor shall be responsible for payment of all taxes, including federal, state and local taxes and professional/business license fees arising out of the Contractor's activities;
2. The Contractor shall have no authority to bind the City for the performance of any services or to obligate the City. The Contractor is not an agent, servant, or employee of the City and shall not make any such representations or hold himself/herself out as such;
3. The Contractor shall be the exclusive outsourced accounting service provider for the City during the term of this Agreement;
4. The Contractor shall perform all professional services in a competent and professional manner, acting in the best interests of the City at all times.
5. The Contractor shall not accrue any continuing contract rights for the services performed under this contract.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, it is agreed as follows:

ARTICLE I

INCORPORATION OF RECITALS

The recitals and agreement set forth above are hereby incorporated into this Agreement.

ARTICLE II

LIABILITY INSURANCE

Section 1 Liability Insurance: The Contractor shall obtain professional liability insurance, at their expense with liability insurance coverage minimums in the amount of \$2,000,000, which Contractor must secure and maintain during the term of this Agreement. Contractor will provide City with proof of liability insurance coverage under this Agreement in writing upon request by the City.

ARTICLE III

DURATION OF THE AGREEMENT

Section 1 Duration: This Agreement shall commence upon date of execution by all parties and will remain in effect until February 28, 2022 unless earlier terminated as provided in Sections 2 and 3.

Section 2 City's Termination Rights: City may terminate this Agreement upon sixty (60) days written notice in the event the City determines in its sole discretion that it is not in the City's best interest to continue using Contractor's services. The City may terminate on ten (10) days written notice of the Contractor fails to perform its obligations under this Agreement.

Section 3 Contractor's Termination Rights: Contractor may terminate this Agreement upon thirty (30) days written notice to City in the event City does not pay Contractor compensation as required under Article 5, Section 9 within fifteen (15) days after invoice is received by City. In the event of non-payment within thirty (30) days, Contractor shall give City an opportunity to cure the default by giving a notice of such non-payment and an additional five (5) days after the City's receipt of the notice to remit such payment, prior to giving a notice of termination. Contractor can also terminate the Agreement with one hundred twenty (120) days written notice if the Contractor believes it is in its best interests to terminate the Agreement.

ARTICLE IV

RENEWAL OF THE AGREEMENT

Section 1 Renewal Period: Not less than ninety (90) days prior to the expiration of this Agreement, the City may provide written notice of intent to renew this Agreement for an additional term of up to three years upon terms and conditions agreed upon by both parties to the Agreement. If no such renewal agreement is executed by the parties, the Agreement terminates without further action of either party on February 28, 2022.

ARTICLE V

GENERAL

Section 1 Authorized City Agent: The City's authorized agent for the purpose of administration of this Agreement is the City Administrator. Said agent shall have final authority for approval and acceptance of the Contractor's services performed under this Agreement and shall further have responsibility for administration of the terms and conditions of this Agreement. All notices under this Agreement shall be sent to the person and address indicated below on the signature lines.

Section 2 Amendments: No amendments or variations of the terms and conditions of this Agreement shall be valid unless in writing and signed by the parties.

Section 3 Assignability: The Contractor's rights and obligations under this Agreement are not assignable or transferable.

Section 4 Data: Any data or materials, including, but not limited to, reports, studies, photographs, negatives, or any and all other documents prepared by the Contractor or its outside consultants in the performance of the Contractor's obligations under this Agreement shall be the exclusive property of the City, and any such data and materials shall be remitted to the City by the Contractor upon completion, expiration, or termination of this Agreement. Further, any such data and materials shall be treated and maintained by the Contractor and its outside consultants in accordance with applicable federal, state and local laws. Further, Contractor will have access to data collected or maintained by the City to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the City in the same manner as the City is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 or other applicable law (hereinafter referred to as the "Act"). Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the City. Upon receipt of a request to obtain and/or review data as defined in the Act, Contractor will immediately notify the City. The City shall provide written direction to Contractor regarding the request within a reasonable time, not to exceed fifteen (15) days. The City agrees to indemnify, hold harmless and defend Contractor for any liability, expense, cost, damages, claim, and action, including attorneys' fees, arising out of or related to Contractor's complying with the City's direction. Subject to the aforementioned, Contractor agrees to defend and indemnify the City from any claim, liability, damage or loss asserted against the City as a result of Contractor's failure to comply with the requirements of the Act. Upon termination and/or completion of this Agreement, Contractor agrees to return all data to the City, as requested by the City.

ARTICLE V – CONTINUED

GENERAL - CONTINUED

Section 5 Entire Agreement: This Agreement is the entire agreement between the City and the Contractor, and it supersedes all prior written or oral agreements. There are no other covenants, promises, undertakings, or understandings outside of this Agreement other than those specifically set forth. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

Section 6 Severability: All terms and covenants contained in this Agreement are severable. In the event any provision of this Agreement shall be held invalid by any court of competent jurisdiction, this Agreement shall be interpreted as if such invalid terms or covenants were not contained herein, and such holding shall not invalidate or render unenforceable any other provision hereof.

Section 7 Contractor Fiscal Decision Waiver: Contractor is responsible for providing the City with timely and accurate financial recommendations and information that allows City Council the ability to make final financial decisions. Contractor will provide final financial recommendations but is not responsible for the final decisions made regarding financial matters.

Section 8 City Employment of Contractor's Employees; Should the City desire to employ the Contractor's employee that is assigned to the City during the term of this Agreement, it must have the written consent of the Contractor to enter into a City employee contract with the Contractor's employee. Should the Contractor agree to such arrangement, the agreement will include a payment equal to 150% of the annual contracted cost, in addition to the annual contracted cost already paid to the Contractor. This restriction on employment applies only during the term of this agreement.

ARTICLE V – CONTINUED

GENERAL - CONTINUED

Section 9 Compensation: The parties agree that the Contractor shall be paid compensation for the services provided hereunder, payable for work performed in accordance with this Agreement, based on the fees indicated in Table 1 and under the attached scope of services. Additional fees will not be incurred without prior approval of the City.

Table 1

<u>Services Period</u>	<u>Estimated Fee</u>
December 1, 2021 – February 28, 2022	\$ 8,000

This quote is valid for thirty (30) days.

Audit preparation services will be billed in full at completion of the engagement or by February 28, 2022.

Initial invoice will be sent within 10 days of the execution of this agreement. Monthly installment fees will be invoiced throughout the remainder of this contract.

Section 10 Additional Services: Should the City request additional services in addition to the Contracted Services, the Contractor will provide the City with proposed fees for the services to be provided. The City shall provide a written or electronic confirmation prior to the proposed services implementation.

Section 11 Outside Contractors: It shall be the responsibility of Contractor to compensate any other outside consultants retained or hired by Contractor to fulfill their obligations under this Agreement and shall be responsible for their work and Contractor, by using outside contractors, shall not be relieved of its obligations under this Agreement.

Appendix B

AGREEMENT FOR THE PROVISION OF PROFESSIONAL SERVICES

Agreement for the Provision of Professional Services

WHEREFORE, this Agreement was entered into on the date set forth below and the undersigned, by execution hereof, represent that they are authorized to enter into this Agreement on behalf of the respective parties and state that this Agreement has been read by them and that the undersigned understand and fully agree to each, all and every provision hereof, and hereby, acknowledge receipt of a copy hereof.

City of Lauderdale
1891 Walnut Street
Lauderdale, Minnesota 55113

Name _____

Title _____

Name _____

Title _____

Date _____

Abdo Financial Solutions, LLC
5201 Eden Ave. Suite 250
Edina, Minnesota 55436

Name Viviana Hothag

Title Partner

Date November 10, 2021

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____ X _____	MEETING DATE November 23, 2021 _____
Special _____	ITEM NUMBER Garbage Hauler Licenses _____
Public Hearing _____	STAFF INITIAL Jim _____
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action _____	
Resolution _____	
Work session _____	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

For a long time until this year, the city had four residential garbage haulers. But it became three this year because Advanced Disposal Services was bought out by Waste Management and GFL (Green For Life). The remaining three residential haulers are Republic Services, Walter's and Waste Management. All three companies also have a license for commercial garbage collection in the city.

Additionally, Aspen Waste serves the city as a commercial hauler only. But they inquired about getting a residential license recently. However, at that time the city had four residential garbage haulers and was only allowing up to four residential licenses.

We have consulted Ron Batty, city attorney, about the possibility of allowing Aspen Waste to apply for a residential license for 2022. After Ron reviewed all of the information, he provided the following legal advice:

“It appears that the city council has the authority to allow at least four licenses. The 2004 resolution limits the number of licenses to four. If one declines to renew, the council retains the right to further limit the number - the right to do so but not an obligation. The ordinance was amended in 2006. Section 4-2-3 gives the council a free hand to establish the number of licenses without specifying any limits. I think the ordinance trumps the resolution, both because it is an ordinance and is dated later but even the resolution allows up to four licenses. Based on the above, I see no reason the council couldn't allow Aspen (or any other hauler) to have the fourth license.”

We feel it would be in the city's best interest to allow Aspen Waste to be able to apply for a residential (and commercial) license for 2022. Thus, we are asking the city council to authorize staff to allow an additional residential license for 2022.

OPTIONS:

- 1) Approve as consent item.
- 2) Remove from the consent agenda for discussion before taking action.


STAFF RECOMMENDATION:

By approving the consent agenda, the council allows staff to issue up to four residential garbage hauler licenses for 2022.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	November 23, 2021
ITEM NUMBER	Special Assess. Resolution
STAFF INITIAL	
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council adopted a resolution in October but a new petition and waiver agreement was signed so the updated resolution has to be voted on. Each year the city must submit a resolution to Ramsey County certifying special assessments for the year. This year the City has five special assessments that were negotiated via petition and waiver agreements. The resolution is a formality as the petition and waiver agreements eliminate the need for a public hearing and the owners have forgone the right to appeal.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council adopts Resolution No. 112321C—A Revised Resolution Levying Special Assessments.

RESOLUTION 112321C

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

REVISED RESOLUTION LEVYING SPECIAL ASSESSMENTS

WHEREAS, the city of Lauderdale (the “City”) has a policy of assisting property owners with the cost of private projects that provide a public benefit; and

WHEREAS, the city of Lauderdale will assist property owners with the costs of special assessments for public improvement projects done in cooperation with other local government partners when the owner is unable to afford the cost of the necessary work without financing from the City; and

WHEREAS, the city of Lauderdale will assist residents with the cost of trimming or removal of trees when they are on private property, pose a hazard to the property owner or others and the owner is unable to afford the cost of the necessary work without financing from the City; and

WHEREAS, the city of Lauderdale will assist residents with sewer repairs on private property that impact livability and pose a hazard to the property owner or others and the owner is unable to afford the cost of the necessary work without financing from the City; and

WHEREAS, the owners of the properties identified on the list attached hereto have participated in the City’s programs; and

WHEREAS, it is not the intent of the City to pay for the work but to assist the property owners with financing the cost thereof through special assessments levied against their properties; and

WHEREAS, the owners of properties identified on the list attached hereto have each executed a petition and waiver agreement with the City allowing the City to a specially assess their property for the cost of said work without hearing or notice of hearing regarding the work or the assessment thereof to ensure the City has valid special assessments against said properties; and

WHEREAS, were it not for the petition and waiver agreements executed by the property owners, the City would not be willing to perform the work or levy the special assessment without hearing and notice of hearing on same; and

WHEREAS, the property owners have agreed that their properties are benefited by the work performed or paid for by the City in an amount at least equal the amount of the assessment.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF LAUDERDALE, MINNESOTA AS FOLLOWS:

Section 1. The proposed assessment, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute a special assessment against the lands named therein, and each tract of land included therein is hereby found to be benefited by the work in the amount of the assessment levied against it.

Section 2. The assessment shall be payable over a period of three to ten years with an annual interest rate of 4.15 percent.

Section 3. The owner of property so assessed may, at any time prior to certification of the assessment to the County Auditor, pay the whole of the assessment on such property with interest accrued to the date of payment to the City Administrator, except that no interest shall be charged if the entire assessment is paid within 30 days from the date of the adoption of this resolution; and they may thereafter pay to the City Administrator until November 15 in any year the entire amount of the assessment remaining unpaid, with interest accrued to December 31 of the year in which such payment is made.

Section 4. The City Administrator shall forthwith transmit a certified duplicate of this assessment to the County Auditor to be extended on the property tax lists of Ramsey County. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

Adopted: November 23, 2021

Mary Gaasch
Mayor

ATTEST:

Heather Butkowski
City Administrator

**Final Assessments - Special Services
470020211 through 470020215**

	PIN	Property Owner	Address	Certified Assessment Amount	Interest Rate	Assessment Length (Years)	First Year Additional Days	Assessment Code
1	172923330070	Mary Gaasch & Matt Konca	1736 Malvern Street	\$2,116.00	4.15%	3	0	470020211
2	172923240030	David M. Brumm	1930 Carl Street	\$2,193.50	4.15%	4	0	470020212
3	172923340088	William M. & Emily Raven	1720 Eustis Street	\$5,246.00	4.15%	5	0	470020213
4	172923310066	Thomas W. Johnston	1852 Carl Street	\$1,496.00	4.15%	6	0	470020214
5	172923320082	Sherry L. Mills as Trustee of	1856 Malvern Street	\$7,152.00	4.15%	10	0	470020215

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date November 23, 2021

ITEM NUMBER Hausman / Marty Visit

STAFF INITIAL

AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Representative Alice Hausman and Senator John Marty will participate in our meeting. If there is anything specific the Council would like them to address, please let staff know ahead of the meeting. We will pass along word. Attached is information regarding an award the League of Minnesota Cities recently bestowed on Rep. Hausman.

OPTIONS:

STAFF RECOMMENDATION:



League Honors 18 MN Lawmakers as 2021 Legislators of Distinction

September 20, 2021

The honor recognizes legislators for specific city-friendly actions during the 2021 legislative session.

The League of Minnesota Cities has selected 11 members of the Minnesota House of Representatives and 7 state senators as Legislators of Distinction for 2021. The honor recognizes legislators for specific actions that aided efforts of Minnesota cities during this year's legislative session.

Legislators of Distinction are annually approved by the League's Board of Directors to recognize that in order to successfully serve commonly shared constituents, state and city officials must work together to meet the unique needs of rural, suburban, and urban residents all across Minnesota.

To be eligible for Legislator of Distinction honors, legislators must meet one or more of the following criteria:

- The legislator is generally and reasonably accessible to League representatives.
- The legislator seeks input on issues of importance to cities.
- The legislator listens to League concerns and is receptive to the League providing information on issues.
- The legislator sponsors and/or supports League initiatives.
- The legislator speaks out on behalf of the interest of cities.
- The legislator demonstrates the importance of partnership between the state and cities.

Recipients of the recognition received a letter of appreciation and a certificate. The letters of acknowledgement noted the specific act, bill, sponsorship, or actions in support of city-friendly legislation. Additionally, a copy of the Legislator of Distinction acknowledgement letter is sent to the mayor of each city in the district of each award winner. Mayors are encouraged to share these letters with their city council, residents, and local media.

The League of Minnesota Cities Legislators of Distinction for 2021 are:

An asterisk () notes legislators who are also former elected city officials.*

- Rep. Rob Ecklund, DFL-International Falls, District 3A
- Rep. Peter Fischer, DFL-Maplewood, District 43A
- Rep. Alice Hausman, DFL-St. Paul, District 66A
- Rep. Kaohly Vang Her, DFL-St. Paul, District 64A*

- Rep. Frank Hornstein, DFL-Minneapolis, District 61A
- Rep. Erin Koegel, DFL-Spring Lake Park, District 37A
- Rep. Dale Lueck, R-Aikin, District 10B
- Rep. Sandra Masin, DFL-Eagan, District 51A*
- Rep. Samantha Vang, DFL-Brooklyn Center, District 40B
- Rep. Ami Wazlawik, DFL-White Bear Township, District 38B
- Rep. Cheryl Youakim DFL-Hopkins, District 46B*
- Sen. Michelle Benson, R-Ham Lake, District 31
- Sen. Kari Dziedzic DFL-Minneapolis, District 60
- Sen. Jeff Howe R-Rockville, District 13*
- Sen. John Jasinski R-Faribault, District 24*
- Sen. Carla Nelson, R-Rochester, District 26
- Sen. Scott Newman, R-Hutchinson, District 18
- Sen. Eric Pratt, R-Prior Lake, District 55

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Your LMC Resource

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Public Affairs Manager

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LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date November 23, 2021

ITEM NUMBER Building Official Contract

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The *Agreement for Building Official Services* with Rum River Construction Consultants (RRCC) is ready for Council review.

Staff wanted to finalize the *Building Permit and Related Fees* document prior to approving the agreement (included). The fee structure for construction related permits remains the same as what is in place now. The maintenance related permits (windows, doors, roofs, siding, water heaters, air conditioners, furnaces) now fall into a flat fee maintenance category. This will make most permits cheaper for homeowners.

The other fee we worked out was for rental inspections. We currently inspect a percentage of the units in a multi-family building and charge fees commiserate with the time it takes to do that. RRCC strongly believes in inspecting each unit. They feel if each of the units are not inspected, it is hard to justify any fees at all. A program that is based on inspecting only a percentage could potentially miss something and create liability for them and the City due to the fact they were not "on the list" to inspect.

Otherwise, the agreement has been revised by the City attorney and reviewed by RRCC and is ready to adoption.

STAFF RECOMMENDATION:

Motion to approve the Agreement for Building Official Services with Rum River Construction Consultants.

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

AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Agreement for Building Official Services (the “Agreement”) is entered into on this 23rd day of November, 2021, by and between the City of Lauderdale (the “Municipality”) and Rum River Ventures, LLC DBA Rum River Construction Consultants (the “Contractor”).

RECITALS

WHEREAS, the Municipality needs professional services to fulfill the needs of their building inspection services pursuant to Minn. Stat. § 326B.133; and

WHEREAS, Contractor has substantial experience as a Building Official and providing building department inspection services implementing the State Building Code and is otherwise qualified to assist the Municipality on an as needed basis for the same; and

WHEREAS, the Municipality desires to contract with Contractor to act as the Designated Building Official and provide building inspection services for the Municipality; and

WHEREAS, Contractor is engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out said business and the tasks as set forth in this Agreement; and

WHEREAS, Contractor is an independent contractor and may be engaged to perform the same or similar activities for other municipalities during the term of this Agreement, and that Contractor shall not work solely on behalf of Municipality.

NOW, THEREFORE, for the reasons set forth above, and in consideration of the mutual promises and covenants made herein, it is agreed as follows:

1. Services. Contractor shall provide services to the Municipality on an as-requested basis and for the prices set forth on Exhibit A attached hereto (the “Services”). Contractor shall perform the Services in the capacity of a Designated Building Official, at the direction of the City Administrator, under Minn. Stat. § 326B.133, in accordance with the Minnesota State Building Code, applicable Municipality Ordinances, and applicable Minnesota law. The Municipality understands that all transportation expenses incurred in the course of performing the Services shall be the responsibility of the Contractor. Upon written agreement by the Municipality, Contractor reserves the right to modify the prices and services offered on Exhibit A. Municipality agrees that in the course of performing the Services, Contractor is acting as a public official on the Municipality’s behalf.

2 Term. This Agreement shall commence on the date first written above and continue for a period of 2 years, renewed annually on January 1st hereafter, unless otherwise terminated in accordance with section 12.

3 Performance. Contractor shall maintain licenses by the State of Minnesota as a Certified Building Official and by the Minnesota Pollution Control Agency as a Certified Inspector for on-site septic systems. Contractor shall perform the Services in a manner consistent with that of a reasonable and prudent Building Official. Contractor shall maintain an adequate set of records in Municipality property files of all dates, types, and results of permits as required when inspecting permitted work. If any work is requested outside of the scope of the services set forth in Exhibit A, such work shall not commence until Contractor and the Municipality agree to the terms, scope, price, and other details in writing (including via electronic mail). Such additional work shall still be subject to the terms and conditions of this Agreement.

4 Duties and Powers of Building Official. As provided by Minnesota Rules 1300.0110, subd. 2, the Municipality does hereby appoint Contractor as its building official. Contractor shall have all powers and duties afforded under Minnesota law, including those expressed in the abovementioned Rule, and all powers of the building official shall extend to Contractor's employees while providing services for the Municipality hereunder.

5 Independent Contractor. Contractor shall perform the Services as an independent contractor and agent of the Municipality, and not as an employee. No withholdings or deductions shall be made from payments due to Contractor. Contractor shall not be eligible for benefits, workers compensation, or unemployment benefits. To the extent allowable by law, Contractor may subcontract the performance of certain administrative or other duties under the Agreement.

6 Insurance. During the entire term of this Agreement, Contractor shall maintain the following insurances and will provide the Municipality of evidence of the same upon request: (1) Commercial general liability insurance coverage with a policy limit of at least \$1,500,000 per occurrence; (2) Business automobile liability coverage with a total liability limit of at least \$1,500,000; and (3) Workers' compensation insurance as required by Minnesota law. If Contractor is not required by law to carry workers' compensation insurance, in place of proof of workers' compensation insurance, Contractor may provide a written statement of exemption specifying the particular provision of Minn. Stat. § 176.041 that exempts Contractor from having to carry such coverage. If Contractor is required by law to carry workers' compensation insurance, Contractor shall, at the time of execution of this Agreement, furnish evidence satisfactory to the Municipality that Contractor maintains or is exempt from maintaining insurance coverage pursuant to the terms of this Agreement.

7 Amendments; Assignment. This is the entire agreement of the parties. Any alterations, variations, modifications, or changes of any provisions of this Agreement shall only be valid when they have been reduced to writing and signed by Municipality and Contractor. Contractor may not assign any of its rights or duties under this Agreement without the prior written consent of the Municipality.

8 Regulatory Compliance. Contractor shall abide by all federal, state, and local laws, statutes, ordinances, rules, and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which Contractor is responsible.

Contractor shall procure, at Contractor's expense, all permits, licenses, or other rights required for the provision of the Services. Any violation of federal, state, or local laws, statutes, ordinances, rules or regulations, as well as loss of any applicable license, permit, or certification by Contractor shall constitute a material breach of this Agreement, regardless of the reason and whether or not intentional, and shall entitle Municipality to terminate this Agreement effective as of the date of such violation, failure, or loss.

Contractor acknowledges and understands that it must abide by the Municipality's COVID-19 policies and protocols, including, but not limited to, any mask requirements implemented by the Municipality. The Municipality shall be responsible for providing the Contractor with copies of the relevant policies and protocols, as they may be amended and updated from time to time.

9 Indemnification. To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold-harmless the Municipality and its employees, officials, and agents from and against all claims, actions, damages, losses, and expenses, including reasonable attorney fees, arising out of the Contractor's negligence or Contractor's performance or failure to perform its obligations under this agreement. Contractor's indemnification obligation shall apply to its subcontractor(s), or anyone directly or indirectly employed or hired by Contractor, who performs services on behalf of Contractor, or anyone for whose acts Contractor may be liable. Contractor agrees this indemnity obligation shall survive the completion or termination of this Agreement. To any extent applicable, this indemnification requirement is subject to the provisions of Minn. R. 1300.0110, subp. 9.

10 Data Practices Compliance. Contractor will have access to data collected or maintained by the Municipality to the extent necessary to perform Contractor's obligations under this Agreement. Contractor agrees to maintain all data obtained from the Municipality in the same manner as the Municipality is required under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13. Contractor will not release or disclose the contents of data classified as not public to any person except at the written direction of the Municipality. Upon termination of this Agreement, Contractor agrees to return all data pertaining to Municipality business within 30 days of Agreement termination.

11 Records – Availability/Access. Subject to the requirements of Minnesota Statutes, section 16C.05, subd. 5, the Municipality, the State Auditor, or any of their authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of Contractor and involve transactions relating to this Agreement. Contractor shall maintain these materials and allow access during the period of this Agreement and for six (6) years after its termination or cancellation.

12. Termination. Either party may terminate this Agreement for cause by providing written notice to the other party 60 days prior to the termination; provided, however, that such termination for cause may only occur if the non-terminating party fails to adequately cure the issue(s) that were identified in the termination notice as the reasons justifying the termination within 30 days of receiving said notice. In the event of a material breach of this Agreement by either party, the Agreement may be terminated with 10 days' written notice to the other party. In the event Municipality elects to terminate based upon an alleged material breach of the Agreement by Contractor, Contractor shall have 10 days (or the least amount of time reasonably necessary if longer than 10 days) to cure the breach.

13. Billing and Payment. Invoices shall be submitted periodically (customarily on a monthly basis) and are due and payable within 35 days of receipt by Municipality in accordance with Minnesota Statutes, section 471.425. Past due balances shall accrue interest at a rate of 1.0% per month (or the maximum rate of interest permitted by law, if less).

14. Choice of Law and Venue. This Agreement is being executed in and is intended to be performed in the State of Minnesota, and shall be construed and enforced in accordance with Minnesota law. The parties hereto consent and agree that any legal action arising from or related to the Agreement shall be venued in Ramsey County District Court, State of Minnesota.

15. Severability. The provisions of this Agreement shall be deemed severable. If any part of this Agreement is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Agreement.

16. Merger. The Parties acknowledge and represent that no promise or representation not contained in this Agreement has been made to them, and acknowledge and represent that this Agreement contains the entire understanding between the Parties and contains all terms and conditions between them.

17. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument. For purposes of this Agreement, the use of facsimile, email, or other electronic medium shall have the same force and effect as an original signature.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement, both in duplicate, on the day and year first above written.

**MUNICIPALITY
CITY OF LAUDERDALE**

By: _____

Mary Gaasch

Its: Mayor

By: _____

Heather Butkowski

Its: City Administrator

**CONTRACTOR
RUM RIVER VENTURES, LLC DBA
RUM RIVER CONSTRUCTION
CONSULTANTS**

By: _____

Its: _____

Exhibit A
Services

- **Building Inspection Services and Additional Requested Work.**
 - Administration services required to conduct plan review and all required inspections associated with a particular project will be charged 70% Plan Review fees and 70% Permit fees due to the contractor as calculated in accordance with the adopted fee schedule.
 - Contractor has the ability to submit invoices for Plan Review Fees and Permit Fees after permit issuance and the Municipality receives permit fees in total from the applicant. Plan Review fees for permit applications submitted, but not paid/ issued will be invoiced to the Municipality who has the ability to collect fees according to Minnesota State Law, local ordinances and the adopted fee schedule.
 - Required activities including inspections and meetings related to projects which were permitted and under construction prior to the effective date of this contract, will be administered, inspected and billed hourly at the close of the project at a rate of \$90.00 per hour. If it is determined by the Contractor that plan review is required for any existing, complex commercial projects, said plan review will also be charged at \$90.00 per hour. This is reserved only for complex commercial projects where familiarity with the project is imperative.
 - All projects for which the Contractor has been paid will be the responsibility of the Contractor for all site inspections and documentation required until the completion of the work and satisfactory inspections; provided, however, in the event the Agreement is terminated, Contractor agrees to cooperate with the Municipality and its new building official to ensure strict adherence to all state and local laws and regulations.
 - Requested meetings and/or work sessions related to potential commercial projects and developments will be billed at a rate of \$90.00 per hour, 2-hour minimum.
 - Contractor will receive 90% of special investigation fee, re-inspection fee, license look-up fee (if adopted), site inspection (typically no charge for project development inquiries), master plan review, moved building and pre-moved building inspection, and manufactured home connections.
 - Property Maintenance Code enforcement and nuisance abatement will be charged at a rate of \$85.00 per hour. This includes preparation for and completion of court testimony.
 - Rental licensing will be charged at a rate of 75% of rental licensing costs and inspections per the Municipality's Fee Schedule.
 - No additional charge to meet with property owners or developers, either in-person or virtually, regarding building codes in preparation of an impending application for building inspection services.
 - Optional Reporting Processes: Completion of various monthly & quarterly reports, including, but not limited to the following at a rate of \$75.00 per hour.
 - Monthly permit issued and fees report
 - US Census Reporting

- **Minimum Permit Fee.** A minimum fee of \$50.00 shall be payable to Contractor for a permit of any type where Contractor involvement is required.
- **Review of Fee Schedule.** Contractor will review and provide guidance as to the Municipality's adopted Fee Schedule so that fees are commensurate with the services provided for Building Inspection needs in the Municipality.
- **After Hours of Work.** Inspections and/or other meetings requested outside of normal business hours, M-F 8:00 am to 4:30 pm, or agreed upon work schedules, will be billed at \$120.00 per hour with a 2-hour minimum. These terms can be applied to emergency disaster response and the evaluation of buildings after natural or manmade disasters.
- **Meeting Attendance.** If requested, Contractor shall attend two City Council Meetings per year at no charge to the Municipality. If requested, attendance at additional workshops or regularly scheduled meetings will be billed at a rate of \$90.00 per hour plus travel time one way from the St. Francis office of Contractor.
- **Transportation Costs.** Contractor will provide transportation to meetings and site inspections within the Municipality at no additional cost.

Building Permit and Related Fees

Subd. 1. Permits, Inspections and Fees. The issuance of permits and the collection of fees shall be as authorized in Minnesota Statutes 326B.148, and section 326B.151 and as provided by this ordinance and other applicable rules and regulations. Fees are to be commensurate with the service provided.

Subd. 2. Project Valuation. The Building Official has the authority and responsibility to determine project valuation for the purposes of determining applicable plan review and permit fees. Valuation data is referenced from the State of Minnesota and the International Code Council; internal processes are updated as needed to reflect the approximate cost of material and labor associated with the project.

Subd. 3. State Surcharge on Building Permit Fees. In addition to the permit fees outlined in this ordinance, a surcharge fee shall be collected on all permits issued for work governed by the MSBC in accordance with MN Statute, Section 326B.148.

Subd. 4. Refunds. The municipality may refund fees for permits (up to 75% of the permit fee) in which no work has been done and no inspections have been made. Requests for refunds must be in writing and signed by the permit holder. The Building Official will review the request for refund and make a determination whether or not to approve the request.

No refund will be provided for plan review fees or surcharges related to the permit.

Subd. 5. Work Without a Permit. Work without a permit may result in additional fees as specified in MN Rules 1300.0160 subpart 8. Fees may be up to, but not to exceed, the permit fee itself.

Subd. 6. Minimum Permit Fee. Work requiring a permit shall be charged a minimum of \$75.00 for processing and administration.

Subd. 7. Permit Expiration. Permits issued must be pursued in good faith and at no time exceed 180 days of *inactivity*. For the purposes of this section, *activity* is defined as site inspections and/or permit extensions. Extension requests shall be received in writing and may be granted with or without additional fees and must be received prior to the permit expiration.

Subd. 8. Expired permits. Permits determined to be "inactive" for 180 days or more may be deemed expired. It is the responsibility of the permit applicant to maintain an active status. Applicants may or may not be contacted at or before expiration.

Building / Fire Sprinkler/ Fire Alarm Permit Fees

Valuation Based Building Permit Fees	Building Permit	1997 Uniform Building Permit Fee Schedule as extracted from the 1997 Uniform Building Code, Table No. 1-A
	Plan Review	If building valuation exceeds \$1,000 and building plans are required to be submitted, a plan review fee of 65% of the building permit fee must be paid in addition to the building permit fee. (Except as per MN Rules 1300.0160, Subp. 5 for similar plans, after the first submittal.)
Fixed Fee Building Permits	Residential maintenance projects, including: roofing, siding and window replacement (same size)	\$125.00
	Residential structure moving	\$250.00
	Residential demolition (Dwelling and/or accessory structures)	\$200.00
	Re-inspection fees. Additional fees may apply after more than 2 failed inspections	\$95.00
	Commercial demolition	\$385.00
<p>State Surcharge: State Surcharge must be paid per MN Statutes 326B.148, in addition to other calculated fees.</p>		

Mechanical Permit Fees

Valuation Based Fees	All Commercial Projects (New or Replacement Systems)	
	Mechanical Permit	1997 Uniform Building Permit Fee Schedule as extracted from the 1997 Uniform Building Code, Table No. 1-A
	Mechanical Plan Review	10% of permit fee when job valuation exceeds \$30,000.
Fixed Fee Mechanical Permits	Residential New Construction	\$150.00
	Residential Replacement - furnace, air conditioner, exhaust system / air exchanger, etc.	\$125.00
	Residential furnace and air conditioner simultaneously	\$185.00
State Surcharge: State Surcharge must be paid per MN Statutes 326B.148, in addition to other calculated fees.		

Plumbing Permit Fees

Valuation Based Plumbing Permits	Commercial new construction, addition and remodeling. Based on valuation, including material and labor.	1997 Uniform Building Permit Fee Schedule as extracted from the 1997 Uniform Building Code, Table No. 1-A
Fixed Fee Plumbing Permits	Residential New Construction	\$150.00
	Residential addition, remodel or water heater, water conditioning system, etc.	\$125.00
	Landscape Irrigation System	\$100.00

On Site Septic Permit Fees

Residential Septic System (New or Replacement)	Type I-II-III	\$250.00
	Septic or holding tank only	\$175.00
Residential or Commercial	Performance / Engineered System	1997 Uniform Building Permit Fee Schedule as extracted from the 1997 Uniform Building Code, Table No. 1-A
	Operating Permit	\$100.00 / year
	Maintenance Permit	\$10.00 per permit, needed every 3 years

Solar/ Photovoltaic Systems

<p style="text-align: center;">Residential and Commercial Solar Electric/ Photovoltaic Installation Set Permit Fees</p> <p>These are in addition to permits and inspections required by the MN Board of Electricity.</p>	0 watts to and including 5,000 watts	\$90.00
	5,001 watts to and including 10,000 watts	\$100.00
	10,001 to and including 20,000 watts	\$150.00
	20,001 watts to and including 30,000	\$200.00
	30,001 watts to and including 40,000 watts	\$250.00
	40,001 watts to and including 1,000,000 watts	\$250.00 and \$25.00 for each additional 10,000 watts over 40,001 watts
	1,000,001 watts to 5,000,000	\$2,6050 and \$15.00 for each additional 10,000 watts
	5,000,000 watts and larger	\$8,650 and \$10.00 for each additional 10,000 watts over 5,000,000 watts

State Surcharge: State Surcharge must be paid per MN Statutes 326B.148, in addition to other calculated fees.

Rental License Fees

Rental License Fee	2 Year License Period	
	Single Family/ Duplex/ IRC Structure	\$200/ Building
	Multi-family/ Apartment/ IBC	\$200.00/ Building, plus Additional \$5.00 per unit

Manufactured Home Set Up

Residential Permits / Fees	Manufactured home set up	\$175.00
	Plumbing permit	\$75.00
	HVAC permit	\$75.00

Reinspection Fees

Reinspection Fees	\$95.00 per hour/ inspection- whichever is greater. This may be applicable to inspections outside of the published inspection record for any project including residential, commercial or rental license. 1- hour minimum
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