

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:00 P.M. TUESDAY, DECEMBER 14, 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 23, 2021 City Council Meeting
  - c. Claims Totaling \$245,256.05
4. **CONSENT**
  - a. Resolution No. 121421A – Accepting the Redistribution of Unrequested Coronavirus Local Fiscal Recovery Fund Established under the American Rescue Plan Act
  - b. Resolution No. 121421B – A Resolution Establishing License and Permit Fees and Administrative Fees and Fines
  - c. Agreement with Northeast Youth and Family Services
  - d. Final Pay Request from Allied Blacktop for 2021 Seal Coating Project
  - e. Pay Request No. 1 from Visu-Sewer, Inc. for 2021 Sanitary Sewer Lining Project
  - f. November Financial Report
  - g. 2022 SafeAssure Contract
  - h. Yearend Accounts Payable Authorization
  - i. Hiring of Seasonal Staff for the Warming House and Rink Maintenance
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
  - a. Resolution No. 121421C Commending David Hinrichs on his Retirement after 37 Year of Service to the City
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. City Council Updates
7. **PUBLIC HEARINGS**

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

- a. Catholic Eldercare Bond Modification Public Hearing and Resolution Nos. 121421D and 121421E Approving Amendments to the Senior Housing Revenue Note (Catholic Eldercare Project), Series 2014A and 2017A, and Authorizing the Execution and Delivery of Documents Related Thereto
- b. Truth-in-Taxation Presentation and Public Hearing

**8. DISCUSSION / ACTION ITEM**

- a. Resolution No. 121421F – Adopting the 2022 Final Property Tax Levy
- b. Resolution No. 121421G – Adopting the 2022 Final Budget and Establishing Fund Appropriations
- c. Resolution No. 121421H – Providing Preliminary Approval to the Issuance of Revenue Obligations under Minnesota Statutes, Chapters 462C and 474A, as Amended, and Taking other Actions in Connection Therewith (Regarding 1795 Eustis Street Redevelopment)
- d. Consideration of an Employee COVID-19 Vaccination Policy
- e. Offer of Employment for the Public Works Position

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

**10. ADDITIONAL ITEMS**

- a. Resolution No. 121421I – Approving the Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments and Authorizing Participation in National Opioid Settlements

**11. SET AGENDA FOR NEXT MEETING**

- a. 2022 City Council Meeting Schedule
- b. Designate Official Depository and Investment Institutions
- c. Committee Appointments and Assignments

**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: Dec 14, 2021 07:00 PM Central Time (US and Canada)

Topic: December 14, 2021 City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/85871541895?pwd=cE1sMkZTUmVxcml5S3BubGxITU14Zz09>

Passcode: 694158

Or One tap mobile :

US: +16465588656,,85871541895# or +13017158592,,85871541895#

Or Telephone:

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

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

Webinar ID: 858 7154 1895

International numbers available: <https://us02web.zoom.us/j/85871541895?pwd=cE1sMkZTUmVxcml5S3BubGxITU14Zz09>

LAUDERDALE CITY COUNCIL  
MEETING MINUTES  
HELD REMOTELY VIA TELECONFERENCE

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November 23, 2021

**Call to Order**

Mayor Gaasch called the Regular City Council meeting to order at 7:02 p.m.

**Roll Call**

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

Councilors absent: None.

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

**Approvals**

Mayor Gaasch asked if there were any additions 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 November 9, 2021 City Council meeting minutes. There being none, Councilor Moffatt moved and seconded by Councilor Pulford to approve the minutes of the November 9, 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 Pulford moved and seconded by Councilor Moffatt to approve the claims totaling \$21,789.68. Motion carried unanimously on a roll call vote.

**Consent**

Councilor Dains asked to remove item E from the Consent Agenda for further discussion. Councilor Dains moved and seconded by Councilor Pulford to approve the remaining Consent Agenda items thereby approving Resolution No. 112321A – Granting a Conditional Use Permit for a Two-Unit Dwelling at 1792 Lake Street; Resolution No. 112321B – Establishing 2022 Sanitary Sewer Rates, Storm Sewer Rates, and Recycling Rates; Resolution No. 112321C – Revised Resolution Levying Special Assessments; a contract with AEM Financial Solutions for audit preparation services; and acknowledging the October financial report.

**Informational Presentations/Reports**

A. Legislative Updates by Rep. Alice Hausman and Sen. John Marty  
Representatives Hausman and Marty gave updates on the State House and Senate respectively and answered questions from the Council.

A. City Council Updates

Councilor Pulford stated that he was appointed treasurer of the North Suburban Cable Commission.

LAUDERDALE CITY COUNCIL  
MEETING MINUTES  
HELD REMOTELY VIA TELECONFERENCE

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November 23, 2021

**Discussion/Action Item**

A. Contract for Building Official Services

The *Agreement for Building Official Services* with Rum River Construction Consultants (RRCC) was presented to the Council. Staff also presented the *Building Permit and Related Fees* document. The fee structure for construction related permits would remain similar as what is in place now. The maintenance related permits (windows, doors, roofs, siding, water heaters, air conditioners, furnaces) would fall into a flat fee maintenance category.

The document included an updated fee for rental inspections. Currently, staff inspect a percentage of the units in multi-family buildings and charge fees commiserate with the time it takes to do that. RRCC strongly believes in inspecting each unit. They feel if all units are not inspected, it is hard to justify any fees as a program based on inspecting only a percentage could miss something and create liability for them and the City.

Councilor Moffatt made a motion to approve the agreement for building official services with Rum River Construction Consultants. This was seconded by Councilor Dains and carried unanimously on a roll call vote.

**Items Removed from the Consent Agenda**

E. Authorization to Issue Garbage Hauler Licenses

Councilor Dains stated that he does not have an issue with adding Aspen Waste as a residential garbage hauler. He expressed concern with the number of garbage trucks in the City outside of Monday's designated pickup times. He would like to continue this conversation down the road.

Councilor Dains made a motion to accept Aspen Waste as the fourth residential garbage hauler in the City. This was seconded by Councilor Pulford and carried unanimously on a roll call vote.

**Set Agenda for Next Meeting**

The next Council meeting may include a contract with Northeast Youth and Family Services, a Catholic Eldercare bond modification public hearing and resolution, a truth-in-taxation public hearing, and adoption of 2022 budgets and levy.

**Work Session**

A. Community Development Update

Butkowski stated that public works interviews would be held next week. The City applied for Ramsey County funding for the school site to help with affordability. Real Estate Equities will be applying for state bonding again in January. Finally, she and Councilor Moffatt met with Ramsey County staff regarding environmental cleanup around Walsh Lake.

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.

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

LAUDERDALE CITY COUNCIL  
MEETING MINUTES  
HELD REMOTELY VIA TELECONFERENCE

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November 23, 2021

**Adjournment**

Councilor Pulford moved and seconded by Councilor Moffatt to adjourn the meeting at 8:26 p.m.  
Motion carried unanimously.

Respectfully submitted,



Miles Cline  
Deputy City Clerk



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

### **Request for Council Action**

**To:** Mayor and City Council  
**From:** City Administrator  
**Meeting Date:** December 14, 2021  
**Subject:** List of Claims

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The claims totaling \$245,256.05 are provided for City Council review and approval that includes check numbers 27699 to 27722.

# Accounts Payable

## Checks by Date - Detail by Check Date

User: miles.cline  
 Printed: 12/10/2021 12:34 PM



| Check No                                | Vendor No<br>Invoice No | Vendor Name<br>Description  | Check Date<br>Reference   | Check Amount   |
|---|-------------------------|---|---|--|
| ACH                                     | 34                      | AFSCME MN Council 5<br>PR Batch 52400.11.2021 Union Dues  | 11/26/2021<br>PR Batch 52400.11.2021 Unic   | 214.24   |
| Total for this ACH Check for Vendor 34: |                         |   |   | 214.24   |
| ACH                                     | 43                      | Public Employees Retirement Association<br>PR Batch 52400.11.2021 PERA Coordinated<br>PR Batch 52400.11.2021 PERA Coordinated   | 11/26/2021<br>PR Batch 52400.11.2021 PER<br>PR Batch 52400.11.2021 PER  | 1,232.34<br>1,068.03                                 |
| Total for this ACH Check for Vendor 43: |                         |   |   | 2,300.37   |
| ACH                                     | 44                      | Minnesota Department of Revenue<br>PR Batch 52400.11.2021 State Income Tax  | 11/26/2021<br>PR Batch 52400.11.2021 Stat   | 718.08   |
| Total for this ACH Check for Vendor 44: |                         |   |   | 718.08   |
| ACH                                     | 45                      | ICMA Retirement Corporation<br>PR Batch 52400.11.2021 Deferred Comp<br>PR Batch 52400.11.2021 Deferred Comp   | 11/26/2021<br>PR Batch 52400.11.2021 Defe<br>PR Batch 52400.11.2021 Defe  | 1,795.31<br>1,886.79                                 |
| Total for this ACH Check for Vendor 45: |                         |   |   | 3,682.10   |
| ACH                                     | 46                      | Internal Revenue Service<br>PR Batch 52400.11.2021 FICA Employee Portio<br>PR Batch 52400.11.2021 Federal Income Tax<br>PR Batch 52400.11.2021 Medicare Employer Po<br>PR Batch 52400.11.2021 Medicare Employee Pc<br>PR Batch 52400.11.2021 FICA Employer Portio | 11/26/2021<br>PR Batch 52400.11.2021 FIC.<br>PR Batch 52400.11.2021 Fede<br>PR Batch 52400.11.2021 Med<br>PR Batch 52400.11.2021 Med<br>PR Batch 52400.11.2021 FIC. | 1,250.24<br>1,766.11<br>292.42<br>292.42<br>1,250.24 |
| Total for this ACH Check for Vendor 46: |                         |   |   | 4,851.43   |
| Total for 11/26/2021:                   |                         |   |   | 11,766.22  |
| ACH                                     | 43                      | Public Employees Retirement Association<br>PR Batch 52500.12.2021 PERA Coordinated<br>PR Batch 52500.12.2021 PERA Coordinated   | 12/10/2021<br>PR Batch 52500.12.2021 PER<br>PR Batch 52500.12.2021 PER  | 1,225.87<br>1,062.41                                 |
| Total for this ACH Check for Vendor 43: |                         |   |   | 2,288.28   |
| ACH                                     | 44                      | Minnesota Department of Revenue<br>PR Batch 52500.12.2021 State Income Tax  | 12/10/2021<br>PR Batch 52500.12.2021 Stat   | 712.59   |
| Total for this ACH Check for Vendor 44: |                         |   |   | 712.59   |
| ACH                                     | 45                      | ICMA Retirement Corporation<br>PR Batch 52500.12.2021 Deferred Comp<br>PR Batch 52500.12.2021 Deferred Comp   | 12/10/2021<br>PR Batch 52500.12.2021 Defe<br>PR Batch 52500.12.2021 Defe  | 1,103.88<br>1,795.31                                 |
| Total for this ACH Check for Vendor 45: |                         |   |   | 2,899.19   |



| Check No                                | Vendor No<br>Invoice No                                     | Vendor Name<br>Description  | Check Date<br>Reference  | Check Amount                      |
|---|---|---|--|-----------------------------------|
| ACH                                     | 46  | Internal Revenue Service  | 12/10/2021   |                                   |
|   |   | PR Batch 52500.12.2021 Medicare Employer Po   | PR Batch 52500.12.2021 Mec   | 259.86                            |
|   |   | PR Batch 52500.12.2021 Medicare Employee Pc   | PR Batch 52500.12.2021 Mec   | 259.86                            |
|   |   | PR Batch 52500.12.2021 Federal Income Tax   | PR Batch 52500.12.2021 Fed   | 1,665.52                          |
|   |   | PR Batch 52500.12.2021 FICA Employer Portio   | PR Batch 52500.12.2021 FIC.  | 1,111.10                          |
|   |   | PR Batch 52500.12.2021 FICA Employee Portio   | PR Batch 52500.12.2021 FIC.  | 1,111.10                          |
| Total for this ACH Check for Vendor 46: |   |   |  | 4,407.44                          |
| ACH                                     | 47  | Public Employees Insurance Program  | 12/10/2021   |                                   |
|   |   | PR Batch 52500.12.2021 Health Insurance   | PR Batch 52500.12.2021 Hea   | 2,429.66                          |
|   |   | PR Batch 52500.12.2021 Dental   | PR Batch 52500.12.2021 Den   | 120.48                            |
| Total for this ACH Check for Vendor 47: |   |   |  | 2,550.14                          |
| Total for 12/10/2021:                   |   |   |  | 12,857.64                         |
| 27699                                   | 13<br>9121  | 8th Day Landscaping LLC<br>November 2021 Snow Removal   | 12/14/2021   | 660.00                            |
| Total for Check Number 27699:           |   |   |  | 660.00                            |
| 27700                                   | 357<br>16886DLR   | Capitol Region Watershed District<br>Seminary Pond Stormwater Improvement Projec  | 12/14/2021   | 40,841.70                         |
| Total for Check Number 27700:           |   |   |  | 40,841.70                         |
| 27701                                   | 184<br>4102511764<br>4103102901<br>4103754550<br>4103754550 | Cintas<br>November Uniforms<br>November Uniforms<br>December Uniforms<br>December Uniforms  | 12/14/2021   | 12.07<br>12.07<br>6.04<br>6.03    |
| Total for Check Number 27701:           |   |   |  | 36.21                             |
| 27702                                   | 36<br>0230542   | City of Roseville<br>December IT Services   | 12/14/2021   | 1,633.15                          |
| Total for Check Number 27702:           |   |   |  | 1,633.15                          |
| 27703                                   | 29<br>4130  | City of St Anthony<br>December Police Services  | 12/14/2021   | 64,434.83                         |
| Total for Check Number 27703:           |   |   |  | 64,434.83                         |
| 27704                                   | 2<br>INV47730   | City of St Paul<br>2021 Fire Protection Services  | 12/14/2021   | 75,773.44                         |
| Total for Check Number 27704:           |   |   |  | 75,773.44                         |
| 27705                                   | 25<br>RISK-002139   | County of Ramsey<br>PR Batch 52400.11.2021 Short Term Disability<br>PR Batch 52400.11.2021 Life Insurance<br>PR Batch 52400.11.2021 Long Term Disability<br>December Insurance Processing Fee | 12/14/2021<br>PR Batch 52400.11.2021 Sho<br>PR Batch 52400.11.2021 Life<br>PR Batch 52400.11.2021 Lon; | 66.61<br>295.06<br>97.29<br>25.00 |
| Total for Check Number 27705:           |   |   |  | 483.96                            |
| 27706                                   | 25<br>122021  | County of Ramsey<br>Recording Fee - Taylor Conditional Use Permit   | 12/14/2021   | 46.00                             |

| Check No | Vendor No<br>Invoice No  | Vendor Name<br>Description   | Check Date<br>Reference       | Check Amount  |
|----------|--|--|-------------------------------|---|
|          |  |  | Total for Check Number 27706: | 46.00   |
| 27707    | 61<br>1110530  | Gopher State One Call<br>November Locates  | 12/14/2021                    | 21.60   |
|          |  |  | Total for Check Number 27707: | 21.60   |
| 27708    | 355<br>518415  | Hero Home Services Inc.<br>1856 Malvern Petition and Waiver  | 12/14/2021                    | 7,106.00  |
|          |  |  | Total for Check Number 27708: | 7,106.00  |
| 27709    | 134<br>00119   | Katrina Joseph<br>November Legal Services  | 12/14/2021                    | 925.00  |
|          |  |  | Total for Check Number 27709: | 925.00  |
| 27710    | 31<br>164568   | Kennedy & Graven Chartered<br>October Legal Services   | 12/14/2021                    | 1,800.00  |
|          |  |  | Total for Check Number 27710: | 1,800.00  |
| 27711    | 24<br>0001132918   | Metropolitan Council<br>January Waste Water  | 12/14/2021                    | 11,614.67   |
|          |  |  | Total for Check Number 27711: | 11,614.67   |
| 27712    | 28<br>53504  | Mike McPhillips Inc<br>Street Sweeping   | 12/14/2021                    | 4,500.00  |
|          |  |  | Total for Check Number 27712: | 4,500.00  |
| 27713    | 12<br>2021-259<br>2021-259<br>2021-259                         | NineNorth<br>November Webstreaming & Archiving<br>November Virtual Meeting Production<br>November Virtual Meeting Charge   | 12/14/2021                    | 271.16<br>346.00<br>65.00                           |
|          |  |  | Total for Check Number 27713: | 682.16  |
| 27714    | 84<br>122021<br>122021<br>122021<br>122021<br>122021<br>122021 | North Star Bank Cardmember Services<br>Atlas Electronics - Metal Detector<br>Pioneer Press Subscription<br>Costco - Gas<br>Costco - Gas<br>Costco - General Supplies<br>Pioneer Press - Subscription | 12/14/2021                    | 499.00<br>10.00<br>70.38<br>30.00<br>80.98<br>10.00 |
|          |  |  | Total for Check Number 27714: | 700.36  |
| 27715    | 11<br>2021-532   | North Suburban Communications Commiss<br>4Q21 Contribution   | 12/14/2021                    | 1,077.74  |
|          |  |  | Total for Check Number 27715: | 1,077.74  |
| 27716    | 353<br>12351   | Pro Net Sports Ltd<br>Hockey Nets  | 12/14/2021                    | 105.46  |
|          |  |  | Total for Check Number 27716: | 105.46  |
| 27717    | 231<br>3076<br>3076  | SafeAssure Consultants Inc<br>Safety Training Annual Contract<br>Safety Training Annual Contract   | 12/14/2021                    | 249.38<br>249.39                                    |

| Check No                      | Vendor No<br>Invoice No               | Vendor Name<br>Description   | Check Date<br>Reference | Check Amount         |
|-------------------------------|---------------------------------------|--|-------------------------|----------------------|
|                               | 3076                                  | Safety Training Annual Contract  |                         | 124.70               |
|                               | 3076                                  | Safety Training Annual Contract  |                         | 249.38               |
|                               | 3076                                  | Safety Training Annual Contract  |                         | 374.07               |
| Total for Check Number 27717: |                                       |  |                         | 1,246.92             |
| 27718                         | 80<br>122021                          | Sam's Club<br>Motor Oil  | 12/14/2021              | 83.94                |
| Total for Check Number 27718: |                                       |  |                         | 83.94                |
| 27719                         | 26<br>1857105<br>1857159              | Stantec Consulting Services Inc<br>GIS Setup<br>2021 Sewer Lining Project      | 12/14/2021              | 2,502.00<br>2,859.03 |
| Total for Check Number 27719: |                                       |  |                         | 5,361.03             |
| 27720                         | 3<br>458994191                        | US National Equipment Finance Inc<br>December Copier Lease                     | 12/14/2021              | 176.00               |
| Total for Check Number 27720: |                                       |  |                         | 176.00               |
| 27721                         | 7<br>9029906-0500-5<br>9038006-0500-3 | Waste Management Inc<br>December Public Works<br>December - February City Hall | 12/14/2021              | 287.61<br>531.95     |
| Total for Check Number 27721: |                                       |  |                         | 819.56               |
| 27722                         | 74<br>758408177<br>758580170          | Xcel Energy<br>Larpenteur Avenue<br>November Street Lighting                   | 12/14/2021              | 56.12<br>446.34      |
| Total for Check Number 27722: |                                       |  |                         | 502.46               |
| Total for 12/14/2021:         |                                       |  |                         | 220,632.19           |
| Report Total (34 checks):     |                                       |  |                         | 245,256.05           |

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent                      X    
Public Hearing                 
Discussion                     
Action                           
Resolution                     
Work Session               

Meeting Date                    December 14, 2021

ITEM NUMBER                    Additional ARPA Funds

STAFF INITIAL                      AB  

APPROVED BY ADMINISTRATOR

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

Surprisingly, some cities in Minnesota did not accept their American Rescue Plan Act (ARPA) funds. Those funds have been redistributed to the rest of the cities that did. The City of Lauderdale will receive an additional \$8,735.80 in two installments. The following resolution acknowledges the first and second dollar amounts accepted by the City.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council adopts Resolution No. 121421A—A Resolution Accepting the Coronavirus Local Fiscal Recovery Funds Established under the American Rescue Plan Act.

**RESOLUTION 121421A**

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

**A RESOLUTION ACCEPTING THE CORONAVIRUS LOCAL FISCAL RECOVERY FUNDS ESTABLISHED UNDER THE AMERICAN RESCUE PLAN ACT**

**WHEREAS**, Congress adopted the American Rescue Plan Act in March 2021 (“ARPA”) which included \$65 billion in recovery funds for cities across the country.

**WHEREAS**, ARPA funds are intended to provide support to state, local, and tribal governments in responding to the impact of COVID-19 and in their efforts to contain COVID-19 in their communities, residents, and businesses.

**WHEREAS**, The Fiscal Recovery Funds provides for \$19.53 billion in payments to be made to States and territories which will distribute the funds to nonentitlement units of local government (NEUs).

**WHEREAS**, NEUs generally have populations below 50,000.

**WHEREAS**, The ARPA requires that States and territories allocate funding to NEUs in an amount that bears the same proportion as the population of the NEU bears to the total population of all NEUs in the State or territory.

**WHEREAS**, The City of Lauderdale (“City”) was initially allocated \$266,764.72 in ARPA funds.

**WHEREAS**, after the deadline of October 11, 2021, passed for NEUs to request ARPA funds, nearly \$12 million of the \$377 million available to Minnesota’s NEUs remained unrequested.

**WHEREAS**, as allowed by the U.S. Treasury, the State of Minnesota has redistributed these remaining funds amongst eligible local governments who requested ARPA funds.

**WHEREAS**, the redistribution amount is approximately \$3.47 per capita, capped at 75% of the most recent budget adopted as of January 27, 2020.

**WHEREAS**, \$8,735.80 has been allocated to the City pursuant to the ARPA (Redistribution).

**WHEREAS**, the Redistribution will be distributed in two tranches with half received in 2021 and the second half in 2022.

**WHEREAS**, the United States Department of Treasury has adopted guidance regarding the use of ARPA funds.

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

1. The City accepts the initial distribution and redistribution of coronavirus local fiscal recovery fund established under the ARPA to be used in a manner consistent with guidance adopted by the United State Department of Treasury.
2. The City Clerk-Administrator, together with the Mayor and the City Attorney are authorized to take actions necessary to receive the City’s share of ARPA funds for expenses incurred because of the Pandemic.
3. The City Clerk-Administrator, together with the Mayor and the City Attorney are authorized to make recommendations to the City Council for future expenditures that may be reimbursed with ARPA funds.

Adopted by the City Council of Lauderdale this 14<sup>th</sup> day of December, 2021.

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Mary Gaasch, Mayor

ATTEST:

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Heather Butkowski, City Clerk

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date:            December 14, 2021  
ITEM NUMBER            2022 Fee Schedule Res. \_\_\_\_\_  
STAFF INITIAL            \_\_\_\_\_MC\_\_\_\_\_

APPROVED BY ADMINISTRATOR

**DESCRIPTION :**

At the end of each calendar year, staff reviews the fee schedule in anticipation of the year ahead. There are a number of proposed changes with Rum River Construction Consultants taking over the inspections next year.

Please see the attached copy of the amended fee schedule.

**OPTIONS:**

1. Adopt Resolution No. 121421B - A Resolution Establishing Administrative Fees for 2022.
2. Do not approve or amend the fee schedule (and provide staff direction).

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council adopts Resolution No. 121421B - A Resolution Establishing License and Permit Fees, and Administrative Fees and Fines for 2022 as presented.

**RESOLUTION NO. 121421B**

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

**A RESOLUTION ESTABLISHING LICENSE AND PERMIT FEES  
AND ADMINISTRATIVE FEES AND FINES**

**WHEREAS**, Minnesota Law and the Ordinances of the City of Lauderdale allow the City to collect fees for processing applications and licenses for certain activities within the City of Lauderdale. City staff studied the fees allowed under state and local law and compared them to the actual costs that the City has historically incurred for processing applications and licenses in the City; and

**WHEREAS**, the City may also charge for administrative activities and fines. Reasonable charges were included in the 2022 Fee Schedule; and

**WHEREAS**, The Fee Schedule attached and incorporated herein also includes appendices relating to construction permit fees and administrative fines.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the City of Lauderdale, Minnesota, hereby adopts the 2022 Fee Schedule as attached.

Adopted by the City Council of the City of Lauderdale this 14<sup>th</sup> day of December, 2021.

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Mary Gaasch, Mayor

ATTEST:

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Heather Butkowski  
City Administrator



**2022 Fee Schedule**

|   |  |
|---|--|
| <b>ADMINISTRATIVE FEE</b>   |  |
| Each Occurrence   | \$25.00                                  |
| <b>ANIMALS</b>  |  |
| Domestic Animal License   | \$10.00                                  |
| Duplicate License   | \$3.00                                   |
| Non-Domestic Animal License                                       | \$10.00                                  |
| <b>BINGO OR RAFFLE</b>  | \$100.00                                 |
| <b>BUILDING PERMITS</b>   | See Appendix A                           |
| <b>BUSINESS ASSISTANCE</b>  | Escrow with minimum of \$10,000.00       |
| <b>CANDIDATE FILING FEE</b>                                       | \$2.00                                   |
| <b>CERTIFIED COPIES</b>   | \$1.00/page plus sales tax               |
| <b>CIGARETTES/TOBACCO LICENSE</b>                                 | \$200.00/year                            |
| <b>CITY COUNCIL</b>   |  |
| Requested Special Meeting   | \$250.00                                 |
| <b>CITY PROPERTY RENTAL</b>                                       |  |
| Banquet Table Rent  | \$4.00/table                             |
| Banquet Table Deposit   | \$100.00/table                           |
| Metal Detector Rent   | \$5.00/day                               |
| Metal Detector Deposit  | \$100.00                                 |
| Metal Folding Chair Rent  | \$0.75/chair                             |
| Metal Folding Chair Deposit                                       | \$20.00/chair                            |
| <b>COMMUNITY ROOM RENTAL</b>                                      |  |
| Resident Use Only   | \$50.00/5 hour block                     |
| Deposit - Key   | \$100.00                                 |
| Deposit - Damage  | \$100.00                                 |
| Excess Trash Fee  | \$10.00/bag                              |
| Cancellation Fee (5 business days prior to reservation)           | \$20.00                                  |
| Cancellation Fee (less than 5 business days prior to reservation) | Reservation fee                          |
| <b>COUNCIL MEETING DVD</b>  | \$50.00 plus sales tax                   |
| <b>CREDIT CARD PROCESSING FEE</b>                                 | \$2.50 for transactions of \$0-250       |
| <b>(Suspended for 2022)</b>                                       | \$5.00 for transactions of \$251-500     |
|   | \$10.00 for transactions of \$501-1,000  |
|   | \$15.00 for transactions of \$1,001-1500 |
|   | \$20.00 for transactions of \$1,501-2000 |
|   | 3% charge for transactions over \$2,001  |
|   | *Excludes City Merchandise and Donations |
| <b>FACSIMILE</b>  | \$0.50/page                              |
| <b>FIRE</b>   |  |

|                                   |                |   |
|-----------------------------------|----------------|---|
| <b>False Alarms</b>               |                |   |
| Per Ordinance                     |                | Cost plus administrative fee                  |
| <b>Fire Call</b>                  |                |   |
| Charge Back                       |                | Cost of Fire Services plus administrative fee |
| <b>Fire Inspection</b>            |                |   |
| Annual or Additional              |                | \$35.00/hour                                  |
| <b>LIQUOR, 3.2 Percent</b>        |                |   |
| Off-Sale                          | \$150.00       |   |
| On-Sale                           | \$300.00       |   |
| Temporary                         | \$50.00        |   |
| Penalties                         | See Appendix B |   |
| <b>MECHANICAL PERMITS</b>         |                | See Appendix A                                |
| <b>MERCHANDISE SALES</b>          |                |   |
| History Book                      | \$25.00        | (\$23.28 + \$1.72 sales tax)                  |
| Mugs                              | \$5.00         | (\$4.66 + \$.34 sales tax)                    |
| T-shirts                          | \$7.00         |   |
| Long-sleeve t-shirt               | \$12.00        |   |
| Sweatshirts                       | \$17.00        |   |
| <b>MILEAGE REIMBURSEMENT</b>      |                | Per IRS                                       |
| <b>NON-SUFFICIENT FUNDS CHECK</b> |                | \$30.00                                       |
| <b>NUISANCE VIOLATIONS</b>        |                |   |
| Weed/Grass Mowing                 |                | Actual Costs + Admin Fee                      |
| Refuse                            |                | Actual Costs + Admin Fee                      |
| Junk Vehicles                     |                | Actual Costs of Towing & Disposal + Admin Fee |
| Nuisance Violation Appeal         |                | \$200.00                                      |
| <b>PARKING</b>                    |                |   |
| Disabled Parking Zone Sign        |                | \$25.00/year                                  |
| <b>PARK DEDICATION</b>            |                |   |
| Residential                       |                | \$3,000/per unit                              |
| Commercial/Industrial             |                | 10% of fair market value of subdivided land   |
| <b>PARK RESERVATION RENTALS</b>   |                |   |
| Resident                          |                | No Fee  |
| Non-resident                      |                | \$25.00 plus sales tax/4 hour block           |
| Non-resident Damage Deposit       |                | \$50.00                                       |
| <b>PHOTOCOPY</b>                  |                | \$.25/page                                    |
| <b>PLUMBING</b>                   |                | See Appendix A                                |
| <b>RECYCLING CARTS</b>            |                | \$75.00                                       |
| <b>REFUSE HAULERS</b>             |                |   |
| Annual                            |                | \$75.00/truck                                 |
| <b>RENTAL HOUSING</b>             |                | See Appendix A                                |
| Administrative Penalty            |                |   |
| Late Application                  |                | \$25.00/day                                   |

|   |  |
|---|--|
| License Violations                            | Up to \$1,000.00/day                   |
| <b>SALES TAX</b>                              |  |
| Sale of goods                                 | 7.375%                                 |
| City Purchases                                | 6.875%                                 |
| <b>SANITARY SEWER AND WATER DEVELOPMENT</b>   |  |
| Sewer Availability Charge                     | Per Metro. Council                     |
| Water Availability Charge                     | Per St. Paul Water                     |
| <b>SPECIAL ASSESSMENTS, Interest Rate</b>     |  |
| Delinquent Utility Bills, Accounts Receivable | 8% or \$25.00, whichever is greater    |
| <b>STREET</b>                                 |  |
| Excavation Permit                             | \$100.00 plus bond                     |
| Obstruction                                   | \$100.00                               |
| <b>TREE CONTRACTOR LICENSE</b>                | \$50.00/year                           |
| <b>VACATIONS (Streets, Alleys, etc.)</b>      | \$500.00 plus \$700 escrow *           |
| <b>ZONING APPLICATIONS</b>                    |  |
| Conditional Use Permit                        | \$200.00                               |
| Home Occupation                               | \$100.00                               |
| Lot Consolitation / Division                  | \$100.00                               |
| Lot Line Rearrangement                        | \$200.00                               |
| Planned Unit Development                      | \$500 plus \$3,000 escrow *            |
| Sign Permit                                   | \$200.00                               |
| Subdivision                                   | \$500.00 plus \$1,500 escrow *         |
| Variance from Zoning Ordinance                | \$150.00                               |
| Zoning Amendment                              | \$500.00 plus \$1,500 escrow *         |
| Document Recording Fee                        | Recording cost plus Administrative fee |
| <b>ZONING PERMIT</b>                          |  |
| Driveway or Parking Pad                       | \$50.00                                |
| Fence   | \$50.00                                |
| Retaining Wall                                | \$50.00                                |
| Sidewalk                                      | \$50.00                                |

\* Applicants will be responsible for submitting the escrow payment in addition to assuming all city accrued costs on the application review.

NOTE: A private party or public institution (hereinafter applicant) making a request of the city must cover the cost of the request including consultants' costs. Prior to having the request considered by the city, the applicant must deposit an escrow fee in an amount that is estimated to cover the city consultant's costs as determined by the city administrator. If the city consultant's costs exceed the escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The city shall use the applicant's fees to cover the city's actual consultants' costs, publishing costs, and recording costs in reviewing the request regardless of the city's action on the applicant's request. If the applicant's escrow fees exceed the city's actual consultant's costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

## 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

|   |   |   |
|---|---|---|
| <b>Valuation Based Building Permit Fees</b>   | 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.) |
| <b>Fixed Fee Building Permits</b>   | 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><b>State Surcharge:</b> State Surcharge must be paid per MN Statutes 326B.148, in addition to other calculated fees.</p> |   |   |

## Mechanical Permit Fees

|  |   |   |
|--|---|---|
| <b>Valuation Based Fees</b>  | <b>All Commercial Projects<br/>(New or Replacement<br/>Systems)</b>                               |   |
|  | 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.  |
| <b>Fixed Fee<br/>Mechanical Permits</b>  | Residential New Construction  | \$150.00  |
|  | Residential Replacement -<br>furnace, air conditioner,<br>exhaust system / air<br>exchanger, etc. | \$125.00  |
|  | Residential furnace and air<br>conditioner simultaneously   | \$185.00  |
| <b>State Surcharge:</b> State Surcharge must be paid per MN Statutes 326B.148, in addition to other calculated fees. |   |   |

## Plumbing Permit Fees

|   |   |   |
|---|---|---|
| <b>Valuation Based<br/>Plumbing Permits</b> | 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 |
| <b>Fixed Fee<br/>Plumbing Permits</b>       | 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

|   |                                 |   |
|---|---------------------------------|---|
| <b>Residential Septic System<br/>(New or Replacement)</b> | Type I-II-III                   | \$250.00  |
|   | Septic or holding tank only     | \$175.00  |
| <b>Residential or Commercial</b>                          | 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;"><b>Residential and Commercial Solar Electric/ Photovoltaic Installation Set Permit Fees</b></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 | <b>\$95.00 per hour/ inspection- whichever is greater.</b> This may be applicable to inspections outside of the published inspection record for any project including residential, commercial or rental license. 1- hour minimum |
|-------------------|--|



## Civil Penalty Fee Schedule for Alcohol Violations

| Type of Violation   | 1 <sup>st</sup>    | 2 <sup>nd</sup> | 3 <sup>rd</sup> | 4 <sup>th</sup> |
|---|--------------------|-----------------|-----------------|-----------------|
| 1. Commission of a felony related to the licensed activity                                      | Revocation         | N/A             | N/A             | N/A             |
| 2. Sale of alcoholic beverages while license is under suspension                                | Revocation         | N/A             | N/A             | N/A             |
| 3. Sale of alcoholic beverages to under-age persons   | \$1000<br>+6 days  | 18 days         | 30 days         | Revocation      |
| 4. After hours sale of alcoholic beverages  | \$1000<br>+6 days  | 18 days         | 30 days         | Revocation      |
| 5. After hours display or consumption of alcoholic beverages                                    | \$1000<br>+6 days  | 18 days         | 30 days         | Revocation      |
| 6. Refusal to allow city officials to inspect premises  | \$1000<br>+18 days | 30 days         | Revocation      |                 |
| 7. Failure to take reasonable steps to stop person from leaving premises with alcohol beverages | \$1000<br>+6 days  | 18 days         | 30 days         | Revocation      |

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent                      X    
Public Hearing                       
Discussion                           
Action                                 
Resolution                           
Work Session                      

Meeting Date                    December 14, 2021

ITEM NUMBER                    NYFS Contract for 2022

STAFF INITIAL                      AS  

APPROVED BY ADMINISTRATOR

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

Northeast Youth & Family Services (NYFS) is a nonprofit, community-based and trauma-informed mental health and community services organization that has been serving the northeastern suburbs since 1976. The City was previously a partner but stopped supporting them for financial reasons many years ago. Many in the City benefit from their services such as the senior chore program and their school-based therapy services through their partnership with Roseville Area Schools.

As the City looks for ways to support community mental health and offer tools for our police department, the Council invited Tara Jebens-Singh, Executive Director of NYFS, to a meeting in August to discuss the benefits of becoming a partner of NYFS. The Council expressed interest in becoming a member city and the cost was budgeted under public safety in the General Fund. This agreement finalizes the partnership.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council approves the agreement with NYFS as presented.

## **AGREEMENT**

### **1. PARTIES**

This agreement is made and entered into by and between the City of Lauderdale Minnesota ("Municipality") and Northeast Youth and Family Services ("NYFS").

### **2. RECITALS**

- a. NYFS is a non-profit social service agency whose mission is to meet the unmet developmental needs of at-risk youth and families within their community environment with emphasis on providing services through collaboration and coordination with existing community resources. These services are available to youth and families residing in the northern suburbs of Ramsey County, including, but not limited to, the municipalities which are signatory to agreements which are identical to this Agreement ("participating municipalities") and students and families from Independent School Districts 621, 622, 623, 624, 282 and 832.
  
- b. Through this Agreement the Municipality intends to contract with NYFS to provide such services to its residents and to act as a sponsor of NYFS by providing financial support, a method to establish appropriate services to be provided and policy guidance for its activities.
  
- c. This Agreement shall be used as the formal agreement between NYFS and each of the participating municipalities. This Agreement is intended to continue the spirit of cooperation and collaboration in the provision of social services between the Municipality and NYFS.

### **3. TERMS AND CONDITIONS**

In consideration of the mutual understandings of this Agreement, the parties hereby agree as follows:

- a. Prior Agreements Cancelled. By execution of this Agreement any prior agreements and amendments thereto between the parties are hereby cancelled.
  
- b. Services Provided. NYFS shall provide the Municipality and its residents with youth and family programs set forth in the Addendum attached hereto.
  
- c. Principles of Service and Program Establishment and Operations. On a yearly basis and prior to submission of its annual budget, as provided for hereafter, NYFS shall:
  - i. Report regarding proposed changes in services and programs to the Municipality; and
  - ii. Establish a fair and open bidding/request for proposal (RFP) process to contract, manage or provide such services and programs, which are not directly provided by NYFS staff.
  
- d. Funding
  - i. In addition to the participating municipalities' share of the annual budget, funds for the operation of NYFS will be raised by NYFS endeavoring to secure user fees, grants and appropriations from private organizations, the State of Minnesota, Federal and County agencies, and other legal and appropriate sources.
  
  - ii. The Municipality shall pay annually to NYFS the base amount listed in Exhibit A. This base amount will be adjusted annually for inflation/deflation based on the Standard Metropolitan Statistical Area Consumer Price Index for All Urban Consumers (CPI-U) and municipal population estimates based on MN State Demographic Center. Any adjustment in the payment beyond those indicated by reference to the CPI-U shall require approval of each of the participating municipalities.

- iii. Any new municipality joining into this agreement will pay a base amount annually to NYFS that is on par with the amount paid by current participating municipalities.
- iv. Amounts payable by the Municipality shall be paid to NYFS on or before January 30<sup>th</sup> of each year, or at a date mutually agreed upon by both parties, to cover the Municipality's share for that year.
- e. Board Representation. The Municipality shall have the right to NYFS Board Representation of City Council, staff or community members (as designated by the Municipality and approved by NYFS Board) on the Board of Directors as either a Board Member or Board Advisor.
- f. Further Obligations of NYFS. In addition to the obligations set forth elsewhere in this Agreement, this Agreement is further contingent upon NYFS doing the follows:
  - i. The Bylaws of NYFS shall be amended to add provisions requiring an open process for contracting services as provided for in paragraph C.2., above, and prohibiting NYFS from supporting or opposing individual candidates for election to public office in any of the participating municipalities; and adding the requirement that IRS 501.C3 status be maintained.
  - ii. On or before June 30, of any year NYFS shall submit the proposed city budgeted amount for the subsequent year.
  - iii. On or before November 30, of any year NYFS shall submit a written report to the Municipality including an Annual Report, the audited financial statement, and a program specific summary of services

provided to the municipality; in addition, 30 days from the end of each calendar quarter, NYFS shall submit a written report to the participating municipality.

- iv. Periodically advising the Municipality of services available through NYFS to the Municipality's residents;
- v. Establishing a sliding scale for services available through NYFS to the Municipality's residents and periodically advising the Municipality of such fees;
- vi. Providing other reasonable information requested by the Municipality;
- vii. Purchasing a policy of liability insurance in the amount of at least \$1,500,000.00, naming the Municipality as an additional insured and providing a copy of the insurance certificate evidencing such policy to the Municipality;
- viii. Provide the Municipality with a copy of its Articles of Incorporation, Bylaws, Amendments thereto, and the IRS tax exempt status letter;
- ix. NYFS shall defend and indemnify the Municipality from any and all claims or causes of actions brought against the Municipality of any matter arising out of this Agreement or the services provided pursuant to this Agreement; and,
- x. Without the written approval of the Municipality, NYFS will not enter into any agreement with any other municipality which differs from the terms and conditions of this Agreement.

g. Term. The term of this agreement will be through December 31, 2021. Unless either party gives at least 6 months written notice of its intent to cancel this Agreement effective December 31 of the year in which the notice is made, NYFS will continue to provide services to the Municipality if a successor agreement has not been executed prior to the end of the term.

h. (A) Distribution of Assets Upon Dissolution.

If NYFS ceases to operate, the Board of Directors will do one of the following:

- i. Give the assets to one or more non-profit agencies providing similar social services in the northern suburbs of Ramsey County; or,
- ii. Form a new Foundation to fund appropriate social service programming in the northern suburbs of Ramsey County.

The final Distribution of Assets Plan must be approved by the Ramsey County District Court.

(B) Deviation from the Mission.

If the City Council determines that NYFS has materially deviated from its mission (See II. Recitals, A.), the City Council may ask the NYFS Board of Directors to consider dissolving the agency and liquidating the assets.

The Board will do one of the following:

- iii. Consider the request and by a majority vote deny it.
- iv. Consider the request and by a majority vote agree to modify the programs to be consistent with the mission.

- v. Consider the request and by a majority vote agree with the request and move to dissolve the agency and liquidate the assets.

**IN WITNESS WHEREOF**, the parties have executed this Agreement on this date set forth below.

**MUNICIPALITY**

**City of Lauderdale**

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

Elected Official

Its: \_\_\_\_\_

Clerk/Manager/Administrator

Dated: \_\_\_\_\_

**NYFS**

**Northeast Youth & Family Services**

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

President/CEO

Its: \_\_\_\_\_

Chair of the Board of Directors

Dated: \_\_\_\_\_

11/2020



Northeast Youth & Family Services  
Municipal Participation Figures  
Exhibit A - 2022

|                     | 2020 - 6.8% increase CPI-U | MNI Demographer's Office Population Estimate 2018 | 2020 payment per capita | NYFS Board approved 2021 |                      | NYFS Board approved 2022     |              | Community Advocate 2021 Amount | Community Advocate 2022 | Community Advocate 2022 3.0 CPI-U |
|---------------------|----------------------------|---|-------------------------|--------------------------|----------------------|------------------------------|--------------|--------------------------------|-------------------------|-----------------------------------|
|                     |                            |   |                         | increase to \$2/person   | % Increase 2021/2020 | Municipal Budget 2021 Amount | 3.0 CPI-U    |                                |                         |                                   |
| Lauderdale          |                            |   |                         |                          |                      |                              |              |                                |                         |                                   |
|                     | Welcome back to NYFS!      |   |                         |                          |                      |                              |              |                                |                         |                                   |
| Falcon Heights      | \$10,038.13                | 5,479   | \$1.83                  | \$10,958.00              | 9.2%                 | \$10,958.00                  | \$11,286.74  | 3.00%                          | NA                      | NA                                |
| Little Canada       | \$17,605.98                | 10,386  | \$1.70                  | \$20,772.00              | 18.0%                | \$19,188.99                  | \$21,395.16  | 11.50%                         | NA                      | NA                                |
| Mounds View         | \$22,779.37                | 13,328  | \$1.71                  | \$26,656.00              | 17.0%                | \$26,656.00                  | \$27,455.68  | 3.00%                          | \$25,000.00             | \$25,750.00                       |
| New Brighton        | \$41,567.63                | 23,119  | \$1.80                  | \$46,238.00              | 11.2%                | \$46,238.00                  | \$47,625.14  | 3.00%                          | \$10,000.00             | \$10,500.00                       |
| North Oaks          | \$10,019.98                | 5,304   | \$1.89                  | \$10,608.00              | 5.9%                 | \$10,608.00                  | \$10,926.24  | 3.00%                          | NA                      | NA                                |
| Roseville           | \$60,707.26                | 36,272  | \$1.67                  | \$72,544.00              | 19.5%                | \$72,544.00                  | \$74,720.32  | 3.00%                          | \$20,000.00             | \$20,600.00                       |
| St. Anthony         | \$4,211.12                 | 9,067   | \$0.46                  | \$18,134.00              | 330.6%               | \$11,211.12                  | \$18,678.02  | 66.60%                         | \$12,500.00             | \$12,875.00                       |
| Shoreview           | \$49,554.13                | 26,480  | \$1.87                  | \$52,960.00              | 6.9%                 | \$52,960.00                  | \$54,548.80  | 3.00%                          | NA                      | NA                                |
| Birchwood           | \$1,591.32                 | 876   | \$1.82                  | \$1,752.00               | 10.1%                | \$1,752.00                   | \$1,804.56   | 3.00%                          | NA                      | NA                                |
| Hugo                | \$6,408.00                 | 15,247  | \$0.42                  | \$30,494.00              | 375.9%               | \$6,408.00                   | \$15,247.00  | 137.94%                        | NA                      | NA                                |
| Mahtomedi           | \$14,015.36                | 8,040   | \$1.74                  | \$16,080.00              | 14.7%                | \$16,080.00                  | \$16,562.40  | 3.00%                          | NA                      | NA                                |
| Vadnais Heights     | \$22,460.04                | 13,198  | \$1.70                  | \$26,396.00              | 17.5%                | \$26,396.00                  | \$27,187.88  | 3.00%                          | NA                      | NA                                |
| White Bear Lake     | \$43,450.51                | 25,458  | \$1.71                  | \$50,916.00              | 17.2%                | \$50,916.00                  | \$52,443.48  | 3.00%                          | \$25,000.00             | \$25,750.00                       |
| White Bear Township | \$21,908.95                | 11,095  | \$1.97                  | \$22,190.00              | 1.3%                 | \$22,190.00                  | \$22,855.70  | 3.00%                          | NA                      | NA                                |
| Total               | \$343,706.96               | 203,349.00  | \$1.69                  | \$406,698.00             | 18.3%                | \$374,106.11                 | \$407,415.38 | 8.90%                          | \$92,500.00             | \$95,275.00                       |

2021 increase shared over 2 years.  
Hugo splits their contribution between NYFS and another MH Agency in Forest Lake.

**Northeast Youth & Family Services  
2022**

**Contracted Services**

**Mental Health Services:**

*Shoreview and White Bear Lake Mental Health Clinics* – licensed mental health staff provide therapy for the emotional health of children, teens and adults.

*School-Based Mental Health* – licensed mental health staff provide therapy for the emotional health of students within Roseville, Mounds View and White Bear Lake school districts.

**Community Services:**

*Youth Diversion* – a coordinated range of services for youth who have committed minor offenses (e.g. shoplifting, chemical/alcohol use, vandalism) to help them focus on positive behavior and prevent recidivism.

*Elder Services Program* – telephone reassurance calls, home visits, resource navigation, chore and homemaking services to help area older adults connect to local resources and services, reduce isolation, promote mental health and wellness and live independently.

**Non Contracted Services**

**Mental Health Services:**

*Northeast Educational & Therapeutic Services (NETS)* – provides therapy and academic support for youth in grades 6-12 with severe mental illnesses who can not function in traditional school environments.

**Community Services:**

*Community Advocate* – This program serves people who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. This can include: mental health issues, family instability, medical care and other needs. Addressing these underlying issues reduces the need for law enforcement intervention in the future.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent              X    
Public Hearing                
Discussion                    
Action                         
Resolution                   
Work Session              

Meeting Date            December 14, 2021

ITEM NUMBER            Allied Blacktop Pay Req. #2

STAFF INITIAL              AB  

APPROVED BY ADMINISTRATOR

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

Allied Blacktop Company has submitted their final pay request for the seal coating project. The request is for a payment of \$6,781.42. The project came in less than expected.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council approve pay request No. 2/Final for the 2021 Seal Coat Project payable to Allied Blacktop Company in the amount of \$6,781.42.



**Stantec Consulting Services Inc.**  
733 Marquette Avenue Suite 1000, Minneapolis MN 55402-2309

December 2, 2021  
File: 193805301

**Attention: Ms. Heather Butkowski**  
City of Lauderdale  
1891 Walnut Street  
Lauderdale, MN 55113

Dear Heather,

**Reference: 2021 Seal Coat Project Project  
Pay Request #2 & Final**

Transmitted herewith are three (3) copies of Request for Payment No. 2 & Final for the above referenced project. We have reviewed the request and hereby recommend approval for payment in the amount of \$6,781.42. The completed Minnesota Withholding Form IC-134 (Contractor's Withholding affidavit), Consent of Surety, and Lien Waivers are included. Should you have any questions regarding this project, please feel free to contact me at 612-712-2125. After approval, please return one signed copy of the pay request to the Contractor with payment, and one signed copy to Stantec for our file.

Regards,

**Stantec Consulting Services Inc.**

A handwritten signature in black ink that reads 'Kellie Schlegel'.

**Kellie Schlegel**  
Senior Associate  
Phone: 612 712 2125  
Mobile: 651 775 5622  
kellie.schlegel@stantec.com

Attachment: Pay Request #2 & Final, IC-134 Forms, Lien Waivers, Consent of Surety  
c. Craig Larson - Stantec



CITY OF LAUDERDALE  
1891 WALNUT STREET  
LAUDERDALE, MN 55113

Page 1 of 2  
Client Project Number:  
Payment Number: 2/Final

Contract Number: 193805301  
Pay Request Number: 2/Final

| Stantec Project Number | Project Description               |
|------------------------|-----------------------------------|
| 193805301              | Lauderdale 2021 Seal Coat Project |

|  |                               |
|--|-------------------------------|
| <b>Contractor:</b> Allied Blacktop Company<br>10503 89th Avenue No.<br>Maple Grove, MN 55369 | <b>Up To Date:</b> 11/26/2021 |
|--|-------------------------------|

| Contract Amount   |              | Funds Encumbered |              |
|-------------------|--------------|------------------|--------------|
| Original Contract | \$150,887.50 | Original         | \$150,887.50 |
| Contract Changes  | \$0.00       | Additional       | N/A          |
| Revised Contract  | \$150,887.50 | Total            | \$150,887.50 |

| Work Certified To Date |              |
|------------------------|--------------|
| Base Bid Items         | \$135,628.35 |
| Contract Changes       |              |
| Material On Hand       | \$0.00       |
| Total                  | \$135,628.35 |

| Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments   | Amount Paid This Request | Total Amount Paid To Date |
|-----------------------------|------------------------|----------------------|--------------------------|--------------------------|---------------------------|
| \$0.00                      | \$135,628.35           | \$0.00               | \$128,846.93             | \$6,781.42               | \$135,628.35              |
| Percent: Retained: 0%       |                        |                      | Percent Complete: 89.89% |                          |                           |

I hereby certify that all items and amounts shown are correct for the work completed to date.  
Contractor: Allied Blacktop Company

Approved by: *Peterson* Date: 11/29/21

---

The Work on this project and application has been reviewed and the amount shown is recommended for payment.  
Stantec Engineer: Kellie Schlegel

Approved by: *Kellie M. Schlegel* Date: 12/21/21

---

Approved for Payment by Owner: CITY OF LAUDERDALE

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF LAUDERDALE**  
 1891 WALNUT STREET  
 LAUDERDALE, MN 55113

Page 2 of 2  
 Client Project Number:  
 Payment Number: 2/Final

| Payment Summary |            |                            |                             |                         |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1               | 2021-09-03 | 135628.35                  | 6,781.42                    | 128,846.93              |
| 2/Final         | 2021-11-26 | 0                          | -6,781.42                   | 6,781.42                |

| Funding Category Name | Funding Category Number | Work Certified to Date | Less Amount Retained | Less Previous Payments | Amount Paid this Request | Total Amount Paid to Date |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| 1                     |                         | 135,628.35             | 0.00                 | 128,846.93             | 6,781.42                 | 135,628.35                |

| Accounting Number | Funding Source | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| 1                 | City Funds     | 6,781.42                 | 150,887.50              | \$150,887.50             | 135,628.35              |

| Contract Item Status    |                |   |       |            |                   |                       |                     |                     |                |
|-------------------------|----------------|---|-------|------------|-------------------|-----------------------|---------------------|---------------------|----------------|
| Line                    | Item           | Description                                     | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date    | Amount To Date |
| 1                       | 2021.501/00010 | MOBILIZATION                                    | LS    | 7,200.00   | 1                 | 0                     | 0.00                | 1                   | 7,200.00       |
| 2                       | 2563.601/00010 | TRAFFIC CONTROL                                 | LS    | 6,000.00   | 1                 | 0                     | 0.00                | 1                   | 6,000.00       |
| 3                       | 2356.505/00010 | BITUMINOUS MATERIAL FOR SEAL COAT               | GAL   | 4.50       | 19500             | 0                     | 0.00                | 17667               | 79,501.50      |
| 4                       | 9990.25814     | ROUTE AND SEAL                                  | LB    | 1.95       | 10000             | 0                     | 0.00                | 7346                | 14,324.70      |
| 5                       | 2785.00072     | SEAL COAT AGGREGATE                             | TN    | 1.00       | 950               | 0                     | 0.00                | 624                 | 624.00         |
| 6                       | 2232.604/00460 | MILL BITUMINOUS PAVEMENT - 2"                   | SY    | 33.50      | 100               | 0                     | 0.00                | 78.9                | 2,643.15       |
| 7                       | 2232.604/00011 | PATCH BITUMINOUS PAVEMENT                       | TN    | 282.50     | 75                | 0                     | 0.00                | 78                  | 22,035.00      |
| 8                       | 9990.09500     | REMOVE AND REPLACE CATCH BASIN ADJUSTMENT RINGS | EA    | 825.00     | 6                 | 0                     | 0.00                | 4                   | 3,300.00       |
| <b>Base Bid Totals:</b> |                |   |       |            |                   |                       | <b>\$0.00</b>       | <b>\$135,628.35</b> |                |

| Project Category Totals |                 |                     |                |
|-------------------------|-----------------|---------------------|----------------|
| Project                 | Category        | Amount This Request | Amount To Date |
| 193805301               | Part 1: General | 0.00                | 135,628.35     |

|                       |                     |
|-----------------------|---------------------|
| <b>Contract Total</b> | <b>\$135,628.35</b> |
|-----------------------|---------------------|



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

|                            |                         |
|----------------------------|-------------------------|
| Confirmation Number:       | 1-664-171-168           |
| Submitted Date and Time:   | 25-Oct-2021 7:27:23 AM  |
| Legal Name:                | ALLIED BLACKTOP COMPANY |
| Federal Employer ID:       | 41-0827871              |
| User Who Submitted:        | N10503                  |
| Type of Request Submitted: | Contractor Affidavit    |

### Affidavit Summary

|                          |                                      |
|--------------------------|--------------------------------------|
| <b>Affidavit Number:</b> | <b>557387776</b>                     |
| Minnesota ID:            | 8606387                              |
| Project Owner:           | CITY OF LAUDERDALE                   |
| Project Number:          | 2021 SEAL COAT PROJECT NO. 193805301 |
| Project Begin Date:      | 02-Aug-2021                          |
| Project End Date:        | 05-Oct-2021                          |
| Project Location:        | VARIOUS ROADS AND STREETS            |
| Project Amount:          | \$135,556.05                         |

### Subcontractor Summary

| Name                  | ID      | Affidavit Number |
|-----------------------|---------|------------------|
| STANDARD SIDEWALK INC | 9254442 | 235081728        |

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.

Please [print this page](#) for your records using the print or save functionality built into your browser.



## Contractor Affidavit Submitted

Thank you, your Contractor Affidavit has been approved.

### Confirmation Summary

|                            |                        |
|----------------------------|------------------------|
| Confirmation Number:       | 0-779-992-224          |
| Submitted Date and Time:   | 22-Oct-2021 2:13:47 PM |
| Legal Name:                | STANDARD SIDEWALK INC  |
| Federal Employer ID:       | 41-0858478             |
| User Who Submitted:        | jolson133              |
| Type of Request Submitted: | Contractor Affidavit   |

### Affidavit Summary

|                     |                    |
|---------------------|--------------------|
| Affidavit Number:   | 235081728          |
| Minnesota ID:       | 9254442            |
| Project Owner:      | CITY OF LAUDERDALE |
| Project Number:     | 193805301          |
| Project Begin Date: | 19-Jul-2021        |
| Project End Date:   | 28-Jul-2021        |
| Project Location:   | LAUDERDALE MN      |
| Project Amount:     | \$5,400.00         |
| Subcontractors:     | No Subcontractors  |

### Important Messages

A copy of this page must be provided to the contractor or government agency that hired you.

### Contact Us

If you need further assistance, contact our Withholding Tax Division at 651-282-9999, (toll-free) 800-657-3594, or (email) [withholding.tax@state.mn.us](mailto:withholding.tax@state.mn.us). Business hours are 8:00 a.m. - 4:30 p.m. Monday - Friday.


Please [print this page](#) for your records using the print or save functionality built into your browser.



## RECEIPT AND WAIVER OF MECHANICS LIEN RIGHTS

The undersigned hereby acknowledges that upon payment in full from Allied Blacktop Company, for concrete work, from the undersigned delivered or furnished to (or performed at) City of Lauderdale, 2021 Seal Coat Project No. 193805301, and for value received hereby waives those rights which may have been acquired by the undersigned to file mechanics liens against said premises on account of the above described labor and/or materials delivered and furnished by the undersigned, to the extent only of the amount of the aforesaid payment; and the undersigned hereby expressly reserves the right to assert, without prejudice to its heretofore existing priority, mechanics lien rights against said premises for labor and/or materials delivered and/or furnished to said premises payment for which is not included in the aforesaid payment.

Dated this 22 day of October, 2021

By:  - JASON OLSON

Title: Vice President

Standard Sidewalk, Inc.  
P.O. Box 490504  
Blaine, MN 55449  
Phone: 763-784-3066

Re Invoice: Alld 21-42

# CONSENT OF SURETY TO FINAL PAYMENT

AIA Document G707

(Instructions on reverse side)

- OWNER
- ARCHITECT
- CONTRACTOR
- SURETY
- OTHER

TO OWNER:  
*(Name and address)*

City of Lauderdale  
1891 Walnut St.  
Lauderdale, MN 55113

PROJECT:  
*(Name and address)*

2021 Seal Coat Project for the City of Lauderdale, Minnesota - Crack Seal and Seal Coat

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

CONTRACT DATED: May 25, 2021

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(insert name and address of Surety)*

Western Surety Company  
151 N. Franklin St.  
Chicago, IL 60606

, SURETY,

on bond of  
*(insert name and address of Contractor)*

Allied Blacktop Company  
10503 89th Avenue North  
Maple Grove, MN 55369

, CONTRACTOR,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of any of its obligations to  
*(insert name and address of Owner)*

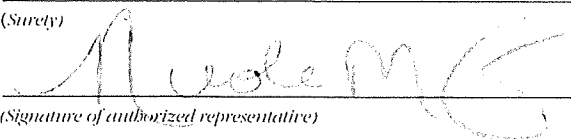
City of Lauderdale  
1891 Walnut St.  
Lauderdale, MN 55113

, OWNER,

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: October 25, 2021  
*(insert in writing the month followed by the numeric date and year.)*

Western Surety Company  
*(Surety)*

  
*(Signature of authorized representative)*

Attest:  
*(Seal)* 

Nicole M. Coty Attorney-in-fact  
*(Printed name and title)*



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# INSTRUCTION SHEET

## FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

---

### A. GENERAL INFORMATION

#### 1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

#### 2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

#### 3. Use of Current Documents

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### B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

### C. COMPLETING THE G707 FORM

**GENERAL:** The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

**ARCHITECT'S PROJECT NO.:** This information is typically supplied by the Architect and entered on the form by the Contractor.

**CONTRACT FOR:** This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

### D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Litton E S Field Jr, Nicole M Coty, Jonathan N Vagle, Mark Alan Thune, Mutya Alvaran Enoksen, Gayle L Thorson, Jeffrey R Skaar, Nicole Saji, Jessica A Olson, Individually, of Mendota Heights, MN  
Kevin Paulson, Tom Corneil, Chad Christianson, De Ette J Wurm, Debra M Bledsoe, Brenda S Klimstra, Erin Pohlman, Deb Geislinger, Jacqueline Riley, Dana Kerfeld, Brittany Bauer, Laurie Litke, Amanda Plantenberg, Dena Grunhoyd, Leslie Seehusen, Brianna Monroe, Individually, of Saint Cloud, MN**

its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 24th day of July, 2021.



WESTERN SURETY COMPANY

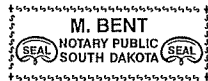
Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 24th day of July, 2021, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of October, 2021.



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent              X    
Public Hearing                
Discussion                   
Action                        
Resolution                   
Work Session              

Meeting Date            December 14, 2021

ITEM NUMBER            Visu-Sewer Pay Req. #1

STAFF INITIAL              AB  

APPROVED BY ADMINISTRATOR

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

Visu-Sewer submitted their first pay request for the sewer lining project. The request is for a payment of \$98,736.11. Additional pay requests will be processed in 2022 for the remainder of the work.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council approve pay request No. 1 for the 2021 Sewer Lining Project payable to Visu-Sewer, Inc. in the amount of \$98,736.11.



**CITY OF LAUDERDALE**  
 1891 WALNUT STREET  
 LAUDERDALE , MN 55113

Page 1 of 2  
 Client Project Number:  
 Payment Number: 1

**Contract Number:** 193805257  
**Pay Request Number:** 1

| Stantec Project Number | Project Description                |
|------------------------|------------------------------------|
| 193805257              | 2021 Sanitary Sewer Lining Project |

|  |                               |
|--|-------------------------------|
| <b>Contractor:</b> Visu-Sewer, Inc.<br>W230 N4855 Betker Drive<br>Pewaukee, WI 53072 | <b>Up To Date:</b> 12/09/2021 |
|--|-------------------------------|

| Contract Amount   |              | Funds Encumbered |              |
|-------------------|--------------|------------------|--------------|
| Original Contract | \$191,940.00 | Original         | \$191,940.00 |
| Contract Changes  | \$0.00       | Additional       | N/A          |
| Revised Contract  | \$191,940.00 | Total            | \$191,940.00 |

| Work Certified To Date |              |
|------------------------|--------------|
| Base Bid Items         | \$103,932.75 |
| Contract Changes       |              |
| Material On Hand       | \$0.00       |
| Total                  | \$103,932.75 |

| Work Certified This Request | Work Certified To Date | Less Amount Retained | Less Previous Payments   | Amount Paid This Request | Total Amount Paid To Date |
|-----------------------------|------------------------|----------------------|--------------------------|--------------------------|---------------------------|
| \$103,932.75                | \$103,932.75           | \$5,196.64           | \$0.00                   | \$98,736.11              | \$98,736.11               |
| Percent: Retained: 5%       |                        |                      | Percent Complete: 54.15% |                          |                           |

I hereby certify that all items and amounts shown are correct for the work completed to date.  
 Contractor: Visu-Sewer, Inc.

Approved by: *Brian Baumann* Date: 12.9.2021

---

The Work on this project and application has been reviewed and the amount shown is recommended for payment.  
 Stantec Engineer: Kellie M. Schlegel

Approved by: *Kellie M. Schlegel* Date: 12/9/2021

---

Approved for Payment by Owner: CITY OF LAUDERDALE

Approved by: \_\_\_\_\_ Date: \_\_\_\_\_



**CITY OF LAUDERDALE**  
 1891 WALNUT STREET  
 LAUDERDALE, MN 55113

Page 2 of 2  
 Client Project Number:  
 Payment Number: 1

| Payment Summary |            |                            |                             |                         |
|-----------------|------------|----------------------------|-----------------------------|-------------------------|
| No.             | Up To Date | Work Certified Per Request | Amount Retained Per Request | Amount Paid Per Request |
| 1               | 2021-12-09 | 103,932.75                 | 5,196.64                    | 98,736.11               |

| Funding Category Name | Funding Category Number | Work Certified to Date | Less Amount Retained | Less Previous Payments | Amount Paid this Request | Total Amount Paid to Date |
|-----------------------|-------------------------|------------------------|----------------------|------------------------|--------------------------|---------------------------|
| 1                     |                         | 103,932.75             | 5,196.64             | 0.00                   | 98,736.11                | 98,736.11                 |

| Accounting Number | Funding Source | Amount Paid this Request | Revised Contract Amount | Funds Encumbered to Date | Paid Contractor to Date |
|-------------------|----------------|--------------------------|-------------------------|--------------------------|-------------------------|
| 1                 | City Funds     | 98,736.11                |                         | 0.00                     | 98,736.11               |

| Contract Item Status    |                |  |       |            |                   |                       |                     |                     |                |
|-------------------------|----------------|--|-------|------------|-------------------|-----------------------|---------------------|---------------------|----------------|
| Line                    | Item           | Description                                    | Units | Unit Price | Contract Quantity | Quantity This Request | Amount This Request | Quantity To Date    | Amount To Date |
| 1                       | 2021.501/00010 | MOBILIZATION                                   | LS    | 3,500.00   | 1                 | 0.5                   | 1,750.00            | 0.5                 | 1,750.00       |
| 2                       | 2563.601/00010 | TRAFFIC CONTROL                                | LS    | 2,250.00   | 1                 | 0.5                   | 1,125.00            | 0.5                 | 1,125.00       |
| 3                       | 9990.74617     | SEWER REHABILITATION WITH CIPP, 8"             | LF    | 24.35      | 5400              | 2747                  | 66,889.45           | 2747                | 66,889.45      |
| 4                       | 2503.603/20080 | SANITARY SEWER PIPE CLEANING AND TELEVISIONING | LF    | 1.90       | 13000             | 12457                 | 23,668.30           | 12457               | 23,668.30      |
| 5                       | 2021.501/00011 | MOBILIZATION AND SETUP FOR SHORT LINER - CIPP  | EA    | 2,200.00   | 5                 | 0                     | 0.00                | 0                   | 0.00           |
| 6                       | 2503.603/20051 | SHORT LINER - CIPP                             | LF    | 50.00      | 50                | 0                     | 0.00                | 0                   | 0.00           |
| 7                       | 2957.00200     | SERVICE REINSTATEMENT                          | EA    | 150.00     | 110               | 70                    | 10,500.00           | 70                  | 10,500.00      |
| <b>Base Bid Totals:</b> |                |  |       |            |                   |                       | <b>\$103,932.75</b> | <b>\$103,932.75</b> |                |

| Project Category Totals |           |                     |                |
|-------------------------|-----------|---------------------|----------------|
| Project                 | Category  | Amount This Request | Amount To Date |
| 193805257               | Base Bid: | 103,932.75          | 103,932.75     |

|                       |                     |
|-----------------------|---------------------|
| <b>Contract Total</b> | <b>\$103,932.75</b> |
|-----------------------|---------------------|



# LAUDERDALE COUNCIL ACTION FORM

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

|                           |                                  |
|---------------------------|----------------------------------|
| Meeting Date              | <u>December 14, 2021</u>         |
| ITEM NUMBER               | <u>November Financial Report</u> |
| STAFF INITIAL             | <u>  <i>AR</i>  </u>             |
| 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 November 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 November 2021.

# General Ledger

## Cash Balances



User: heather.butkowski  
 Printed: 12/10/2021 10:34:26 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Description                  | Account             | Beg Bal                    | MTD Debit                | MTD Credit               | Current Balance            |
|------------------------------|---------------------|----------------------------|--------------------------|--------------------------|----------------------------|
| Cash                         | 101-00000-000-10100 | -2,806,077.73              | 379,591.19               | 124,738.36               | -2,551,224.90              |
| Change Fund                  | 101-00000-000-10300 | 100.00                     | 0.00                     | 0.00                     | 100.00                     |
| Cash                         | 226-00000-000-10100 | 10,337.94                  | 5.48                     | 1,430.86                 | 8,912.56                   |
| Cash                         | 227-00000-000-10100 | 51,003.56                  | 23,382.26                | 5,237.73                 | 69,148.09                  |
| Cash                         | 228-00000-000-10100 | 133,536.14                 | 4,452.69                 | 0.00                     | 137,988.83                 |
| Cash                         | 305-00000-000-10100 | 9,778.40                   | 6.01                     | 0.00                     | 9,784.41                   |
| Cash                         | 306-00000-000-10100 | 128,157.85                 | 20,961.43                | 0.00                     | 149,119.28                 |
| Cash                         | 401-00000-000-10100 | 149,740.18                 | 92.06                    | 0.00                     | 149,832.24                 |
| Cash                         | 403-00000-000-10100 | 398,172.20                 | 4,369.66                 | 0.00                     | 402,541.86                 |
| Cash                         | 404-00000-000-10100 | 353,221.40                 | 217.16                   | 0.00                     | 353,438.56                 |
| Cash                         | 414-00000-000-10100 | 365,383.34                 | 224.64                   | 0.00                     | 365,607.98                 |
| Cash                         | 416-00000-000-10100 | 92,194.71                  | 0.00                     | 0.00                     | 92,194.71                  |
| Cash                         | 602-00000-000-10100 | 1,031,629.51               | 3,599.33                 | 18,598.98                | 1,016,629.86               |
| Cash                         | 603-00000-000-10100 | 413,944.92                 | 13,389.63                | 5,127.36                 | 422,207.19                 |
| <b>Current Assets</b>        |                     | <b>331,122.42</b>          | <b>450,291.54</b>        | <b>155,133.29</b>        | <b>626,280.67</b>          |
| Petty Cash                   | 101-00000-000-10200 | 300.00                     | 0.00                     | 0.00                     | 300.00                     |
| <b>Petty Cash</b>            |                     | <b>300.00</b>              | <b>0.00</b>              | <b>0.00</b>              | <b>300.00</b>              |
| Investments - Fair Value Adj | 101-00000-000-10410 | 3,237,068.95               | 2,318.49                 | 0.00                     | 3,239,387.44               |
| <b>Investments</b>           |                     | <b>3,237,068.95</b>        | <b>2,318.49</b>          | <b>0.00</b>              | <b>3,239,387.44</b>        |
| <b>Grand Total</b>           |                     | <b><u>3,568,491.37</u></b> | <b><u>452,610.03</u></b> | <b><u>155,133.29</u></b> | <b><u>3,865,968.11</u></b> |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                | Budget              | Current Period    | YTD Balance         | Variance          | % ExpendCollect |
|----------------|----------------------------|---------------------|-------------------|---------------------|-------------------|-----------------|
| <b>101</b>     | <b>General Fund</b>        |                     |                   |                     |                   |                 |
|                | <b>Revenue</b>             |                     |                   |                     |                   |                 |
|                | Taxes                      | 899,710.00          | 361,251.60        | 841,390.52          | 58,319.48         | 93.52           |
|                | Licenses and Permits       | 37,750.00           | 1,510.00          | 27,693.30           | 10,056.70         | 73.36           |
|                | Intergovernmental Revenues | 525,789.00          | 0.00              | 262,295.50          | 263,493.50        | 49.89           |
|                | Charges for Services       | 10,600.00           | 747.27            | 7,287.31            | 3,312.69          | 68.75           |
|                | Fines and Forfeits         | 27,000.00           | 1,881.66          | 20,350.92           | 6,649.08          | 75.37           |
|                | Miscellaneous Revenue      | 7,500.00            | 1,004.81          | -2,457.92           | 9,957.92          | -32.77          |
|                | Other Financing Sources    | 0.00                | 0.00              | 0.00                | 0.00              | 0.00            |
|                | <b>Revenue</b>             | <b>1,508,349.00</b> | <b>366,395.34</b> | <b>1,156,559.63</b> | <b>351,789.37</b> | <b>76.68</b>    |
|                | <b>Expense</b>             |                     |                   |                     |                   |                 |
|                | Personal Services          | 425,105.00          | 31,897.79         | 381,725.50          | 43,379.50         | 89.80           |
|                | Supplies                   | 16,200.00           | 1,316.92          | 11,041.77           | 5,158.23          | 68.16           |
|                | Other Services and Charges | 1,059,044.00        | 76,468.27         | 878,553.00          | 180,491.00        | 82.96           |
|                | 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          |
|                | <b>Expense</b>             | <b>1,508,349.00</b> | <b>109,682.98</b> | <b>1,350,217.27</b> | <b>158,131.73</b> | <b>89.52</b>    |
| <b>101</b>     | <b>General Fund</b>        | <b>0.00</b>         | <b>256,712.36</b> | <b>-193,657.64</b>  | <b>193,657.64</b> | <b>0.00</b>     |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                | Budget           | Current Period  | YTD Balance      | Variance         | % Expend/Collect |
|----------------|----------------------------|------------------|-----------------|------------------|------------------|------------------|
| 226            | <b>Communications</b>      |                  |                 |                  |                  |                  |
|                | Revenue                    | 19,000.00        | 0.00            | 13,714.71        | 5,285.29         | 72.18            |
|                | Taxes                      | 0.00             | 0.00            | 0.00             | 0.00             | 0.00             |
|                | Intergovernmental Revenues | 0.00             | 0.00            | 0.00             | 0.00             | 0.00             |
|                | Miscellaneous Revenue      | 100.00           | 5.48            | 62.94            | 37.06            | 62.94            |
|                | <b>Revenue</b>             | <b>19,100.00</b> | <b>5.48</b>     | <b>13,777.65</b> | <b>5,322.35</b>  | <b>72.13</b>     |
|                | <b>Expense</b>             |                  |                 |                  |                  |                  |
|                | Personal Services          | 9,612.00         | 748.70          | 8,885.37         | 726.63           | 92.44            |
|                | Supplies                   | 0.00             | 0.00            | 780.00           | -780.00          | 0.00             |
|                | Other Services and Charges | 3,600.00         | 682.16          | 9,862.80         | -6,262.80        | 273.97           |
|                | Capital Outlay             | 5,000.00         | 0.00            | 0.00             | 5,000.00         | 0.00             |
|                | <b>Expense</b>             | <b>18,212.00</b> | <b>1,430.86</b> | <b>19,528.17</b> | <b>-1,316.17</b> | <b>107.23</b>    |
| 226            | <b>Communications</b>      | 888.00           | -1,425.38       | -5,750.52        | 6,638.52         | -647.58          |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                | Budget           | Current Period   | YTD Balance      | Variance         | % Expend/Collect |
|----------------|----------------------------|------------------|------------------|------------------|------------------|------------------|
| 227            | <b>Recycling Revenue</b>   |                  |                  |                  |                  |                  |
|                | Intergovernmental Revenues | 5,900.00         | 0.00             | 0.00             | 5,900.00         | 0.00             |
|                | Miscellaneous Revenue      | 49,899.00        | 23,382.26        | 53,152.96        | -3,253.96        | 106.52           |
|                | <b>Revenue</b>             | <b>55,799.00</b> | <b>23,382.26</b> | <b>53,152.96</b> | <b>2,646.04</b>  | <b>95.26</b>     |
|                | <b>Expense</b>             |                  |                  |                  |                  |                  |
|                | Personal Services          | 24,594.00        | 1,915.31         | 22,738.35        | 1,855.65         | 92.45            |
|                | Supplies                   | 0.00             | 0.00             | 3,569.70         | -3,569.70        | 0.00             |
|                | Other Services and Charges | 39,869.00        | 3,322.42         | 33,224.20        | 6,644.80         | 83.33            |
|                | Capital Outlay             | 350.00           | 0.00             | 332.50           | 17.50            | 95.00            |
|                | <b>Expense</b>             | <b>64,813.00</b> | <b>5,237.73</b>  | <b>59,864.75</b> | <b>4,948.25</b>  | <b>92.37</b>     |
| 227            | <b>Recycling</b>           | <b>-9,014.00</b> | <b>18,144.53</b> | <b>-6,711.79</b> | <b>-2,302.21</b> | <b>74.46</b>     |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period: 11 - 11  
 Fiscal Year: 2021

| Account Number | Description                         | Budget      | Current Period  | YTD Balance       | Variance           | % Expend/Collect |
|----------------|-------------------------------------|-------------|-----------------|-------------------|--------------------|------------------|
| 228            | American Rescue Plan Act<br>Revenue | 0.00        | 4,367.90        | 137,750.26        | -137,750.26        | 0.00             |
|                | Intergovernmental Revenues          | 0.00        | 84.79           | 238.57            | -238.57            | 0.00             |
|                | Miscellaneous Revenue               |             |                 |                   |                    |                  |
|                | <b>Revenue</b>                      | <b>0.00</b> | <b>4,452.69</b> | <b>137,988.83</b> | <b>-137,988.83</b> | <b>0.00</b>      |
| 228            | American Rescue Plan Act            | 0.00        | 4,452.69        | 137,988.83        | -137,988.83        | 0.00             |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                       | Budget            | Current Period | YTD Balance         | Variance             | % Expend/Collect  |
|----------------|-----------------------------------|-------------------|----------------|---------------------|----------------------|-------------------|
| 305            | <b>GO TIF Revenue Bonds 2018A</b> |                   |                |                     |                      |                   |
|                | Revenue                           |                   |                |                     |                      |                   |
|                | Miscellaneous Revenue             | 500.00            | 6.01           | 63.90               | 436.10               | 12.78             |
|                | Other Financing Sources           | 0.00              | 0.00           | 1,365,000.00        | -1,365,000.00        | 0.00              |
|                | <b>Revenue</b>                    | <b>500.00</b>     | <b>6.01</b>    | <b>1,365,063.90</b> | <b>-1,364,563.90</b> | <b>273,012.78</b> |
|                | 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          |
|                | <b>Expense</b>                    | <b>25,728.00</b>  | <b>0.00</b>    | <b>1,354,591.25</b> | <b>-1,328,863.25</b> | <b>5,265.05</b>   |
| 305            | <b>GO TIF Revenue Bonds 2018A</b> | <b>-25,228.00</b> | <b>6.01</b>    | <b>10,472.65</b>    | <b>-35,700.65</b>    | <b>-41.51</b>     |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                    | Budget            | Current Period   | YTD Balance       | Variance         | % Expend/Collect |
|----------------|--------------------------------|-------------------|------------------|-------------------|------------------|------------------|
| 306            | <b>2019A Improvement Bonds</b> |                   |                  |                   |                  |                  |
|                | Revenue                        | 300.00            | 91.62            | 642.57            | -342.57          | 214.19           |
|                | Miscellaneous Revenue          | <u>126,263.00</u> | <u>20,869.81</u> | <u>47,622.90</u>  | <u>78,640.10</u> | <u>37.72</u>     |
|                | Other Financing Sources        |                   |                  |                   |                  |                  |
|                | <b>Revenue</b>                 | <b>126,563.00</b> | <b>20,961.43</b> | <b>48,265.47</b>  | <b>78,297.53</b> | <b>38.14</b>     |
|                | Expense                        | 475.00            | 0.00             | 787.50            | -312.50          | 165.79           |
|                | Other Services and Charges     | <u>121,000.00</u> | <u>0.00</u>      | <u>121,000.00</u> | <u>0.00</u>      | <u>100.00</u>    |
|                | Debt Service                   |                   |                  |                   |                  |                  |
|                | <b>Expense</b>                 | <b>121,475.00</b> | <b>0.00</b>      | <b>121,787.50</b> | <b>-312.50</b>   | <b>100.26</b>    |
| 306            | <b>2019A Improvement Bonds</b> | 5,088.00          | 20,961.43        | -73,522.03        | 78,610.03        | -1,445.01        |



# General Ledger Revenue vs Expense



User: heather.butkowski  
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 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                     | Budget            | Current Period | YTD Balance      | Variance          | % Expend/Collect |
|----------------|---------------------------------|-------------------|----------------|------------------|-------------------|------------------|
| <b>401</b>     | <b>General Capital Projects</b> |                   |                |                  |                   |                  |
|                | Revenue                         |                   |                |                  |                   |                  |
|                | Intergovernmental Revenues      | 0.00              | 0.00           | 0.00             | 0.00              | 0.00             |
|                | Miscellaneous Revenue           | 1,500.00          | 92.06          | 831.45           | 668.55            | 55.43            |
|                | Other Financing Sources         | 0.00              | 0.00           | 0.00             | 0.00              | 0.00             |
|                | <b>Revenue</b>                  | <b>1,500.00</b>   | <b>92.06</b>   | <b>831.45</b>    | <b>668.55</b>     | <b>55.43</b>     |
|                | 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             |
|                | <b>Expense</b>                  | <b>35,000.00</b>  | <b>0.00</b>    | <b>10,487.90</b> | <b>24,512.10</b>  | <b>29.97</b>     |
| <b>401</b>     | <b>General Capital Projects</b> | <b>-33,500.00</b> | <b>92.06</b>   | <b>-9,656.45</b> | <b>-23,843.55</b> | <b>28.83</b>     |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                    | Budget          | Current Period  | YTD Balance       | Variance           | % Expend/Collect |
|----------------|--------------------------------|-----------------|-----------------|-------------------|--------------------|------------------|
| 403            | <b>Street Capital Projects</b> |                 |                 |                   |                    |                  |
|                | <b>Revenue</b>                 |                 |                 |                   |                    |                  |
|                | Intergovernmental Revenues     | 0.00            | 0.00            | 18,709.00         | -18,709.00         | 0.00             |
|                | Miscellaneous Revenue          | 4,000.00        | 4,369.66        | 13,692.92         | -9,692.92          | 342.32           |
|                | Other Financing Sources        | 0.00            | 0.00            | 78,897.00         | -78,897.00         | 0.00             |
|                | <b>Revenue</b>                 | <b>4,000.00</b> | <b>4,369.66</b> | <b>111,298.92</b> | <b>-107,298.92</b> | <b>2,782.47</b>  |
|                | <b>Expense</b>                 |                 |                 |                   |                    |                  |
|                | Capital Outlay                 | 0.00            | 0.00            | 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             |
|                | <b>Expense</b>                 | <b>0.00</b>     | <b>0.00</b>     | <b>156,246.18</b> | <b>-156,246.18</b> | <b>0.00</b>      |
| 403            | <b>Street Capital Projects</b> | <b>4,000.00</b> | <b>4,369.66</b> | <b>-44,947.26</b> | <b>48,947.26</b>   | <b>-1,123.68</b> |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                  | Budget           | Current Period | YTD Balance        | Variance           | % Expend/Collect |
|----------------|------------------------------|------------------|----------------|--------------------|--------------------|------------------|
| 404            | <b>Park Capital Projects</b> |                  |                |                    |                    |                  |
|                | Revenue                      |                  |                |                    |                    |                  |
|                | Intergovernmental Revenues   | 0.00             | 0.00           | 28,750.00          | -28,750.00         | 0.00             |
|                | Miscellaneous Revenue        | 4,000.00         | 217.16         | -26,664.65         | 30,664.65          | -666.62          |
|                | Other Financing Sources      | 0.00             | 0.00           | 0.00               | 0.00               | 0.00             |
|                | <b>Revenue</b>               | <b>4,000.00</b>  | <b>217.16</b>  | <b>2,085.35</b>    | <b>1,914.65</b>    | <b>52.13</b>     |
|                | <b>Expense</b>               |                  |                |                    |                    |                  |
|                | 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             |
|                | <b>Expense</b>               | <b>7,500.00</b>  | <b>0.00</b>    | <b>134,060.00</b>  | <b>-126,560.00</b> | <b>1,787.47</b>  |
| 404            | <b>Park Capital Projects</b> | <b>-3,500.00</b> | <b>217.16</b>  | <b>-131,974.65</b> | <b>128,474.65</b>  | <b>3,770.70</b>  |

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                   | Budget      | Current Period | YTD Balance | Variance    | % Expend/Collect |
|----------------|-------------------------------|-------------|----------------|-------------|-------------|------------------|
| 405            | <b>Rosehill Tax Increment</b> |             |                |             |             |                  |
|                | 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       |             |                |             |             |                  |
|                | <b>Revenue</b>                | <b>0.00</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>      |
|                | <b>Expense</b>                |             |                |             |             |                  |
|                | Other Services and Charges    | 0.00        | 0.00           | 0.00        | 0.00        | 0.00             |
|                | <b>Expense</b>                | <b>0.00</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>      |
| 405            | <b>Rosehill Tax Increment</b> | <b>0.00</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>      |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                | Budget            | Current Period | YTD Balance     | Variance          | % Expend/Collect |
|----------------|----------------------------|-------------------|----------------|-----------------|-------------------|------------------|
| 414            | <b>Development</b>         |                   |                |                 |                   |                  |
|                | Revenue                    | 4,000.00          | 224.64         | 3,712.82        | 287.18            | 92.82            |
|                | Miscellaneous Revenue      | 0.00              | 0.00           | 0.00            | 0.00              | 0.00             |
|                | Other Financing Sources    |                   |                |                 |                   |                  |
|                | <b>Revenue</b>             | <b>4,000.00</b>   | <b>224.64</b>  | <b>3,712.82</b> | <b>287.18</b>     | <b>92.82</b>     |
|                | <b>Expense</b>             |                   |                |                 |                   |                  |
|                | Other Services and Charges | 0.00              | 0.00           | 3,905.88        | -3,905.88         | 0.00             |
|                | Other Uses                 | 67,956.00         | 0.00           | 0.00            | 67,956.00         | 0.00             |
|                | <b>Expense</b>             | <b>67,956.00</b>  | <b>0.00</b>    | <b>3,905.88</b> | <b>64,050.12</b>  | <b>5.75</b>      |
| 414            | <b>Development</b>         | <b>-63,956.00</b> | <b>224.64</b>  | <b>-193.06</b>  | <b>-63,762.94</b> | <b>0.30</b>      |

# General Ledger Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                  | Budget      | Current Period | YTD Balance | Variance    | % Expend/Collect |
|----------------|------------------------------|-------------|----------------|-------------|-------------|------------------|
| 415            | <b>Housing Redevelopment</b> |             |                |             |             |                  |
|                | 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             |
|                | <b>Revenue</b>               | <b>0.00</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>      |
|                | <b>Expense</b>               |             |                |             |             |                  |
|                | Other Services and Charges   | 0.00        | 0.00           | 0.00        | 0.00        | 0.00             |
|                | Capital Outlay               | 0.00        | 0.00           | 0.00        | 0.00        | 0.00             |
|                | <b>Expense</b>               | <b>0.00</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>      |
| 415            | <b>Housing Redevelopment</b> | <b>0.00</b> | <b>0.00</b>    | <b>0.00</b> | <b>0.00</b> | <b>0.00</b>      |

# General Ledger

## Revenue vs Expense

User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 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             |
|                | <b>Revenue</b>             | <b>0.00</b> | <b>0.00</b>    | <b>0.00</b>     | <b>0.00</b>      | <b>0.00</b>      |
|                | Expense                    |             |                |                 |                  |                  |
|                | Other Services and Charges | 0.00        | 0.00           | 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             |
|                | <b>Expense</b>             | <b>0.00</b> | <b>0.00</b>    | <b>1,769.80</b> | <b>-1,769.80</b> | <b>0.00</b>      |
| 416            | TIF District No. 1-2       | 0.00        | 0.00           | -1,769.80       | 1,769.80         | 0.00             |

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description                   | Budget             | Current Period    | YTD Balance       | Variance           | % Expend/Collect |
|----------------|-------------------------------|--------------------|-------------------|-------------------|--------------------|------------------|
| 602            | <b>Sanitary Sewer Revenue</b> |                    |                   |                   |                    |                  |
|                | Intergovernmental Revenues    | 0.00               | 0.00              | 0.00              | 0.00               | 0.00             |
|                | Charges for Services          | 285,916.00         | 2,974.68          | 244,036.52        | 41,879.48          | 85.35            |
|                | Miscellaneous Revenue         | 16,100.00          | 624.65            | 5,425.07          | 10,674.93          | 33.70            |
|                | Other Financing Sources       | 0.00               | 0.00              | 0.00              | 0.00               | 0.00             |
|                | <b>Revenue</b>                | <b>302,016.00</b>  | <b>3,599.33</b>   | <b>249,461.59</b> | <b>52,554.41</b>   | <b>82.60</b>     |
|                | <b>Expense</b>                |                    |                   |                   |                    |                  |
|                | Personal Services             | 77,500.00          | 5,919.64          | 72,711.78         | 4,788.22           | 93.82            |
|                | Supplies                      | 800.00             | 26.83             | 479.39            | 320.61             | 59.92            |
|                | Other Services and Charges    | 180,573.00         | 12,652.51         | 179,024.94        | 1,548.06           | 99.14            |
|                | 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             |
|                | <b>Expense</b>                | <b>408,873.00</b>  | <b>18,598.98</b>  | <b>252,216.11</b> | <b>156,656.89</b>  | <b>61.69</b>     |
| 602            | <b>Sanitary Sewer</b>         | <b>-106,857.00</b> | <b>-14,999.65</b> | <b>-2,754.52</b>  | <b>-104,102.48</b> | <b>2.58</b>      |



# General Ledger Revenue vs Expense

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 Period 11 - 11  
 Fiscal Year 2021



| Account Number | Description                | Budget            | Current Period   | YTD Balance       | Variance          | % Expend/Collect |
|----------------|----------------------------|-------------------|------------------|-------------------|-------------------|------------------|
| 603            | <b>Storm Water Revenue</b> |                   |                  |                   |                   |                  |
|                | Intergovernmental Revenues | 0.00              | 0.00             | 0.00              | 0.00              | 0.00             |
|                | Charges for Services       | 109,338.00        | 13,130.21        | 109,160.69        | 177.31            | 99.84            |
|                | Miscellaneous Revenue      | 4,500.00          | 259.42           | 2,302.02          | 2,197.98          | 51.16            |
|                | Other Financing Sources    | <u>0.00</u>       | <u>0.00</u>      | <u>0.00</u>       | <u>0.00</u>       | <u>0.00</u>      |
|                | <b>Revenue</b>             | <b>113,838.00</b> | <b>13,389.63</b> | <b>111,462.71</b> | <b>2,375.29</b>   | <b>97.91</b>     |
|                | <b>Expense</b>             |                   |                  |                   |                   |                  |
|                | Personal Services          | 65,763.00         | 5,035.03         | 61,718.92         | 4,044.08          | 93.85            |
|                | Supplies                   | 750.00            | 26.83            | 479.39            | 270.61            | 63.92            |
|                | Other Services and Charges | 24,150.00         | 65.50            | 39,645.78         | -15,495.78        | 164.16           |
|                | Capital Outlay             | 80,000.00         | 0.00             | 12,724.00         | 67,276.00         | 15.91            |
|                | Other Uses                 | <u>0.00</u>       | <u>0.00</u>      | <u>0.00</u>       | <u>0.00</u>       | <u>0.00</u>      |
|                | <b>Expense</b>             | <b>170,663.00</b> | <b>5,127.36</b>  | <b>114,568.09</b> | <b>56,094.91</b>  | <b>67.13</b>     |
| 603            | <b>Storm Water</b>         | <b>-56,825.00</b> | <b>8,262.27</b>  | <b>-3,105.38</b>  | <b>-53,719.62</b> | <b>5.46</b>      |

# General Ledger

## Revenue vs Expense

User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021



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

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 12/10/2021 10:35:35 AM  
 Period 11 - 11  
 Fiscal Year 2021

| Account Number | Description | Budget       | Current Period | YTD Balance  | Variance      | % Expend/Collect |
|----------------|-------------|--------------|----------------|--------------|---------------|------------------|
| Revenue Total  |             | 2,139,665.00 | 437,095.69     | 3,253,661.28 | -1,113,996.28 | 1.5206           |
| Expense Total  |             | 2,428,569.00 | 140,077.91     | 3,579,242.90 | -1,150,673.90 | 1.4738           |
| Grand Total    |             | -288,904.00  | 297,017.78     | -325,581.62  | 36,677.62     | 1.127            |

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent              X    
Public Hearing                
Discussion                    
Action                         
Resolution                   
Work Session              

Meeting Date            December 14, 2021

ITEM NUMBER             SafeAssure Contract  

STAFF INITIAL                      AB          

APPROVED BY ADMINISTRATOR

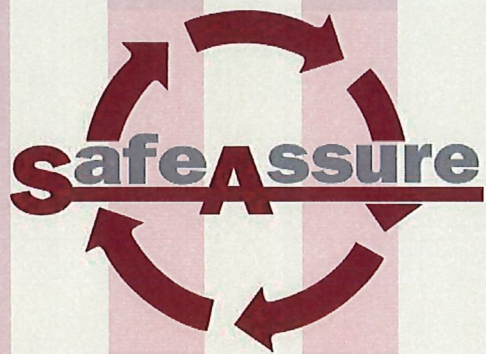
**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**

Last year the City renewed its relationship with SafeAssure for safety training and management. Staff propose using SafeAssure again in 2022 at a cost of \$1,246.92.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council enters into an agreement with SafeAssure as presented.



**WHAT SAFEASSURE  
WILL DO FOR  
THE CITY OF  
LAUDERDALE**

**INFORMATION PACKET/  
GROUP PROPOSAL**

**(January 2022)**

The United States Department of Labor, Division of Occupational Safety and Health Administration and the Minnesota Department of Labor, Division of Occupational Safety and Health Administration require employers to have documented proof of employee training and written procedures for certain specific standards. **The attached addendum and training schedule clarify written and training requirements.**

**The required standards that apply to The City of Lauderdale are listed below:**

**A.W.A.I.R.**

**MN Statute 182.653**

*"An employer covered by this section must establish a written Work-place Accident & Injury program that promotes safe & healthful working conditions".*

**BLOODBORNE PATHOGENS**

**29 CFR 1910.1030**

*Each employer having an employee(s) with occupational exposure as defined by paragraph (b) of this section shall establish a written Exposure Control Plan designed to eliminate or minimize employee exposure.*

**CONFINED SPACE**

**29 CFR 1910.146**

*If the employer decides that its employees will enter permit spaces, the employer shall develop and implement a written permit space program.....*

**CONTROL OF HAZARDOUS ENERGY**

**29 CFR 1910.147 &**

**MN Statute 5207.0600**

*"Procedures shall be developed, documented & utilized for the control of potentially hazardous energy when employees are engaged in the activities covered by this section".*

**EMERGENCY ACTION PLAN**

**29 CFR 1910.35 THRU .38**

*"The emergency action plan shall be in writing and shall cover the designated actions employers & employees must take to insure employee safety from fire & other emergencies".*

**ERGONOMICS**

**29 CFR PART 1910.900 THRU 1910.944**

*"Training required for each employee and their supervisors must address signs and symptoms of MSD's, MSD hazards and controls used to address MSD hazards."*

**EXCAVATIONS/TRENCHING 1926.651 (k)(1)**

*Daily inspections of excavations, the adjacent areas, and protective systems shall be made by a competent person for evidence of a situation that could result in possible cave-ins, indications of failure of protective systems, hazardous atmospheres, or other hazardous conditions.*

**GENERAL DUTY CLAUSE**

**PL91-596**

*"Hazardous conditions or practices not covered in an O.S.H.A. Standard may be covered under section 5(a)(1) of the act, which states: Each employer shall furnish to each of {their} employees employment and a place of employment which is free from recognized hazards that are causing or are likely to cause death or serious physical harm to {their} employees."*

**HAZARD COMMUNICATIONS**

**29 CFR 1910.1200 &**

**MN Statute 5206.0100 thru 5206.1200**

*"Evaluating the potential hazards of chemicals, and communicating information concerning hazards and appropriate protective measures to employees may include, but is not limited to, provision for: development & maintaining a written hazard communication program for the work-place..."*

**LOGGING OPERATIONS 1910.266 (i)(1)**

*The employer shall provide training for each employee, including supervisors, at no cost to the employee.*

**MOBILE EARTHMOVING EQUIPMENT**

**MN RULES 5207.1000**

*Mobile earth-moving equipment operators and all other employees working on the ground exposed to mobile earth-moving equipment shall be trained in the safe work procedures pertaining to mobile earth-moving equipment and in the recognition of unsafe or hazardous conditions.*

**OCCUPATIONAL NOISE EXPOSURE**

**29 CFR 1910.95**

*The employer shall institute a training program for all employees who are exposed to noise at or above an 8-hour time weighted average of 85 decibels and shall ensure employee participation in such a program.*

**OVERHEAD CRANES**

**1910.179(j)(3)**

*Periodic inspection. Complete inspections of the crane shall be performed at intervals as generally defined in paragraph (j)(1)(ii)(b) of this section, depending upon its activity.....*

**PERSONAL PROTECTIVE EQUIPMENT**

**1926.95 a)**

*"Application." Protective equipment, including personal protective equipment for eyes, face, head, and extremities, protective clothing, respiratory devices, and protective shields and barriers, shall be provided, used, and maintained in a sanitary and reliable condition wherever it is necessary by reason of hazards of processes or environment, chemical hazards, radiological hazards, or mechanical irritants encountered in a manner capable of causing injury or impairment in the function of any part of the body through absorption, inhalation or physical contact.*

**POWERED INDUSTRIAL TRUCKS**

**29 CFR 1910.178**

*"Only trained and authorized operators shall be permitted to operate a powered industrial truck. Methods shall be devised to train operators in the safe operation of Powered Industrial Trucks".*

**RESPIRATORY PROTECTION**

**29 CFR 1910.134**

*Written standard operating procedures governing the selection and use of respirators shall be established.*

**RECORDING AND REPORTING OCCUPATIONAL INJURIES AND ILLNESSES**

**29 CFR 1904**

*"Each employer shall maintain in each establishment a log and summary of all occupational injuries and illnesses for that establishment....."*

In the interest of Quality Safety Management, it may be recommended that written procedures and documented employee training also be provided for the following Subparts when or if applicable during the Service Agreement year. (Subparts represent multiple standards)

### **1910 Subparts**

Subpart D - Walking - Working Surfaces  
Subpart E - Means of Egress  
Subpart F - Powered Platforms, Man-lifts, and Vehicle-Mounted Work Platforms  
Subpart G - Occupational Health and Environmental Control  
Subpart H - Hazardous Materials  
Subpart I - Personal Protective Equipment  
Subpart J - General Environmental Controls  
Subpart K - Medical and First Aid  
Subpart L - Fire Protection  
Subpart M - Compressed Gas and Compressed Air Equipment  
Subpart N - Materials Handling and Storage  
Subpart O - Machinery and Machine Guarding  
Subpart P - Hand and Portable Powered Tools and Other Hand-Held Equipment.  
Subpart Q - Welding, Cutting, and Brazing.  
Subpart S - Electrical  
Subpart Z - Toxic and Hazardous Substances

### **1926 Subparts**

Subpart C - General Safety and Health Provisions  
Subpart D - Occupational Health and Environmental Controls  
Subpart E - Personal Protective and Life Saving Equipment  
Subpart F - Fire Protection and Prevention  
Subpart G - Signs, Signals, and Barricades  
Subpart H - Materials Handling, Storage, Use, and Disposal  
Subpart I - Tools - Hand and Power  
Subpart J - Welding and Cutting  
Subpart K - Electrical  
Subpart L - Scaffolds  
Subpart M - Fall Protection  
Subpart N - Cranes, Derricks, Hoists, Elevators, and Conveyors  
Subpart O - Motor Vehicles, Mechanized Equipment, and Marine Operations  
Subpart P - Excavations  
Subpart V - Power Transmission and Distribution  
Subpart W - Rollover Protective Structures; Overhead Protection  
Subpart X - Stairways and Ladders  
Subpart Z - Toxic and Hazardous Substances  
Applicable MN OSHA 5205 Rules  
Applicable MN OSHA 5207 Rules  
Applicable MN OSHA 5206 Rules (Employee Right to Know)

**All training on the programs written by SafeAssure Consultants, Inc. will meet or exceed State and/or Federal OSHA requirements.**



These programs/policies and procedures listed on the addendum **do not** include the cost of hardware such as labels, signs, etc. and will be the responsibility of The City of Lauderdale to obtain as required to comply with OSHA standards.

**Our Service Agreement year will begin on the signing of this Service Agreement. Classroom training will be provided as part of a group (schedule to be determined on start date) with the cities of Falcon Heights, Little Canada, and Vadnais Heights.**

All documents and classroom training produced by SafeAssure Consultants for The City of Lauderdale are for the sole and express use by The City of Lauderdale and its employees and not to be shared, copied, recorded, filmed or used by any division, department, subsidiary, or parent organization or any entity whatsoever, without prior written approval of SafeAssure Consultants.

It is always the practice of SafeAssure Consultants to make modifications and/or additions to your program when necessary to comply with changing OSHA standards/statutes. These changes or additions, when made during a Service Agreement year, will be made at no additional cost to The City of Lauderdale.

All written programs/services that are produced by SafeAssure Consultants, Inc. are guaranteed to meet the requirements set forth by MNOSHA/OSHA. SafeAssure Consultants, Inc. will reimburse The City of Lauderdale should MNOSHA/OSHA assess a fine for a deficient or inadequate written program that was produced by SafeAssure Consultants, Inc. SafeAssure Consultants, Inc. does not take responsibility for financial loss due to MNOSHA/OSHA fines that are unrelated to written programs mentioned above.

If SafeAssure fails to perform any of the provisions of this Service Agreement or so fails to administer the work as to endanger the performance of the Service Agreement, such failure may constitute default. Unless the default is excused by the city, the city may, upon written notice to the SafeAssure, cancel this agreement in partial or entirety.

As a "full-service client" all time spent consulting, answering questions, correspondence, and OSHA inspection assistance both on and off site are part of the Service Agreement services and are included (see also schedule within).

**ADDENDUM**  
**SAFETY PROGRAM RECOMMENDATIONS**  
**The City of Lauderdale**

**Written Programs & Training**

**A.W.A.I.R. (A Workplace Accident and Injury Reduction Act)**

- review/modify or write site specific program
- documented training of all personnel
- accident investigation
- simulated OSHA inspection

**Bloodborne Pathogens**

- review/modify or write site specific program
- documented training of all personnel

**Chainsaw/Tree Trimming**

- review/modify or write site specific program
- documented training of all personnel

**Confined Space**

- review/modify or write site specific program
- documented training of all personal

**Contractors Safety Program**

- review/modify or write site specific program
- documented training of all personnel

**Cranes-Chains-Slings**

- review/modify or write site specific program
- documented training of all personnel (inspections)

**Emergency Action Plan**

- review/modify or write site specific program
- documented training of all personnel

**Employee Right to Know/Hazard Communication**

- review/modify or write site specific program
- documented training of all personnel (general and specific training)
- various labeling requirements
- assist with installing and initiating MSDSonline data base program

**Ergonomics/Proper Lifting**

- review/modify or write site specific program
- documented training of all personnel
  - job hazards-recognition
  - control steps
  - reporting
  - management leadership requirements
  - employee participation requirements

**Fleet Safety/Defensive Driving**

- review/modify or write site specific program
- documented training of all personnel

**General Safety Requirements (other as required)**

- review/modify or write site specific program
- documented training of all personnel

**Hearing Conservation (Occupational Noise Exposure)**

- review/modify or write site specific program
- documented training of all personnel
- decibel testing and documentation

**Lock Out/Tag Out (Control of Hazardous Energy)**

- review/modify or write site specific program
- documented training of all personnel

**Mobile Earthmoving Equipment**

- review/modify or write site specific program
- documented training of all personal

**Personal Protective Equipment**

- review/modify or write site specific program
- documented training of all personnel

**Powered Industrial Trucks/Forklifts**

- maintain site specific program
- documented training of all personnel
- testing and licensing

**Recordkeeping**

- review/modify or write site specific program
- documented training of all personnel

**Respiratory Protection**

- review/modify or write site specific program
- documented training of all personnel
- Medical Questionnaire/Fit Tests

**Trenching/Excavation**

- review/modify or write site specific program
- documented training of all personnel

# Service Agreement

THIS AGREEMENT is made this first day of January 2022 between The City of Lauderdale, Lauderdale, Minnesota, herein referred to as The City of Lauderdale and SafeAssure Consultants, Inc. 7505 93<sup>rd</sup> AVE NE, Spicer, Minnesota, herein referred to as SafeAssure.

SafeAssure agrees to abide by all applicable federal and state laws including, but not limited to, OSHA regulations and local/state/national building codes. Additionally, SafeAssure will practice all reasonable and appropriate safety and loss control practices.

SafeAssure agrees to provide, at the time of execution of this Service Agreement, The City of Lauderdale (upon request) with a current Certificate of Insurance with proper coverage lines and a **minimum of \$2,000,000.00** in insurance limits of general liability and statutory for workers' compensation insurance. SafeAssure is insured by "The Hartford" insurance companies.

SafeAssure further agrees that The City of Lauderdale will not be held liable for any claims, injuries, or damages of whatever nature due to negligence, alleged negligence, acts or omissions of SafeAssure to third parties. SafeAssure expressly forever releases and discharges The City of Lauderdale, its agents, members, officers, employees, heirs and assigns from any such claims, injuries, or damages. SafeAssure will also agree to defend, indemnify and hold harmless The City of Lauderdale, its agents, members and heirs from any and all claims, injuries, or damages of whatever nature pursuant to the provisions of this agreement.

SafeAssure and its employees is an independent contractor of The City of Lauderdale, and nothing in this agreement shall be considered to create the relationship of an employer/employee.

**In consideration** of this signed Service Agreement, for the period of **Twelve Months** from the signing month, SafeAssure Consultants, Inc. agrees to provide The City of Lauderdale (within the group specified), the aforementioned features and services. These features and services include but are not limited to providing OSHA compliance recommendations/consultations, scheduled classroom-training sessions, unlimited online training, and writing and maintaining mandatory OSHA programs. These features and services will be prepared to meet the specific needs of The City of Lauderdale.


|                                       |            |
|---------------------------------------|------------|
| ANNUAL SERVICE AGREEMENT (with group) | \$1,246.92 |
| SDS SERVICES (MSDS/SDS ON-LINE)       | (included) |

**TOTAL ANNUAL \$ \$1,246.92**

IN TESTIMONY WHEREOF, we agree to the day and year first above written and, if representing an organization or similar entity, further certify the undersigned are a duly authorized agent of said entity and authorized to sign on behalf of identified entity.

**TWELVE MONTH SERVICE AGREEMENT** X \_\_\_\_\_  
The City of Lauderdale Date

X \_\_\_\_\_  
The City of Lauderdale Date

x   
\_\_\_\_\_  
President-SafeAssure Date 120121

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent   X    
Public Hearing         
Discussion         
Action         
Resolution         
Work Session       

Meeting Date December 14, 2021

ITEM NUMBER YE Accounts Payable Auth.

STAFF INITIAL   XB  

APPROVED BY ADMINISTRATOR

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

As the Council holds one meeting in December, staff is requesting authorization to process accounts payable in late December referencing the Purchasing and Contracting Policy adopted on June 30, 2015. The policy provides for expenditures that are included in the budget and under \$10,000 to be approved by the city administrator.

Additionally, Minnesota Statutes 471.425, subdivision 2 states that 35 days from receipt of claim payment must be made for governing boards that meet at least once per month. If claims, are not paid promptly, the government entity must pay interest on bills not paid in a timely manner of 1.5% per month or part of a month. The lag between meetings means the 35 days could be exceeded.

The listing of claims paid would be included in the January 11, 2022 council packet.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council authorizes accounts payable processing for year-end per limits established in the Purchasing and Contracting Policy.

| ACTION REQUESTED  | LAUDERDALE COUNCIL ACTION FORM |                                 |
|-------------------|--------------------------------|---------------------------------|
| Consent           |                                | MEETING DATE December 14, 2021  |
| Special           | _____                          | _____                           |
| Public Hearing    | _____                          | ITEM NUMBER Rinks/Warming House |
| Report            | _____                          | _____                           |
| Discussion/Action | _____                          | STAFF INITIAL Heather           |
| Resolution        | _____                          | _____                           |
| Work session      | _____                          | APPROVED BY ADMINISTRATOR _____ |
| _____             | _____                          | _____                           |

**BACKGROUND:**

We are advertising for the following positions:

Warming House Attendant: \$15.00 per hour

Ice Rink Maintenance: \$17.00 per hour

If we find adequate staff, we plan for the Warming House to be open:

Monday – Thursday: 4 p.m. to 9 p.m.

Friday: 4 p.m. to 10 p.m.

Saturday: 12 p.m. to 10 p.m.

Sunday: 12 p.m. to 9 p.m.

Open skating starting at noon on school release days for ISD #623.

This assumes that public health recommendations and protocols will allow for the safe opening of the Warming House for the skating season. It also assumes the weather will cooperate and that we can hire enough staff. If the weather doesn't cooperate or if staffing is not at the level needed, then we will modify the hours of the Warming House.

**OPTIONS:**

- 1) Authorize staff to hire seasonal personnel at these pay rates.
- 2) Do not authorize staff to hire seasonal personnel at these pay rates.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda, the Council authorizes staff to hire seasonal personnel at the pay rate noted.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date December 14, 2021

ITEM NUMBER Recognizing Retiring Staff

STAFF INITIAL \_\_\_\_\_

APPROVED BY ADMINISTRATOR

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

Dave Hinrichs' last day will be December 31 after over 37 years of service to the City as the public works coordinator and the building official. He held other titles during his tenure like zoning administrator. Staff will read the following resolution during the meeting before Council adoption.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to adopt Resolution No. 121421C— A Resolution of Commendation for Public Works Coordinator David Hinrichs on his Retirement.

RESOLUTION NO. 121421C

CITY OF LAUDERDALE  
COUNTY OF RAMSEY  
STATE OF MINNESOTA

RESOLUTION OF COMMENDATION FOR  
PUBLIC WORKS COORINATOR DAVID HINIRCHS ON HIS RETIREMENT

**WHEREAS**, David Hinrichs began working for the City of Lauderdale in 1984 and his final day will be December 31, 2021; and

**WHEREAS**, Hinrichs has held many titles including building official, zoning administrator, and public works coordinator; and

**WHEREAS**, these titles reflect the wide breadth of knowledge, resourcefulness, and skill with which he serviced the City; and

**WHEREAS**, in these roles, he performed thousands of building inspections; plowed countless miles of streets and alleys; responded to emergencies at all hours; and oversaw construction projects to ensure the work was completed in the best interest of the City's residents.

**NOW, THEREFORE, BE IT RESOLVED**, by the City Council of the city of Lauderdale, that David Hinrichs be commended and thanked for his 37-year of dedicated public service to the city of Lauderdale; and

**BE IT FURTHER RESOLVED**, that the City Council wishes him a healthy and productive retirement.

Adopted by the City Council of the city of Lauderdale, Minnesota this 14<sup>th</sup> day of December, 2021.

(ATTEST)

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

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

(SEAL)



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date December 14, 2021

ITEM NUMBER Catholic Eldercare Debt Issue

STAFF INITIAL AB

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

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

In 2014 and 2017, the City of Lauderdale assisted Catholic Eldercare with the issuance of debt with the City acting as the conduit. Catholic Eldercare is making modifications to the debt as explained by the City's bond counsel in the following memo. She is asking the city council to approve two resolutions. For simplicity, the 2014 documents are provided first followed by the documents for 2017.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to adopt Resolution 121421D—Resolution Approving Amendments to the Senior Housing Revenue Note (Catholic Eldercare Project), Series 2014A, and Authorizing the Execution and Delivery of Documents Related Thereto.

Motion to adopt Resolution 121421E—Resolution Approving Amendments to the Senior Housing Revenue Note (Catholic Eldercare Project), Series 2017A, and Authorizing the Execution and Delivery of Documents Related Thereto.



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**JULIE A. EDDINGTON**  
Attorney at Law  
Direct Dial (612) 337-9213  
Email: jeddington@kennedy-graven.com

December 8, 2021

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

Re: Resolutions approving the reissuance of the revenue notes issued for the benefit of Catholic Eldercare

Dear Heather,

On December 18, 2014, the City of Lauderdale (the "City") issued its Healthcare and Housing Facilities Revenue Note (Catholic Eldercare Project), Series 2014A (the "Series 2014A Note"), in the original aggregate principal amount of \$9,300,000. The City loaned the proceeds of the Series 2014A Note to Catholic Eldercare, a Minnesota nonprofit corporation (the "Borrower"), pursuant to a Loan Agreement, dated as of December 1, 2014 (the "2014 Loan Agreement"), between the City and the Borrower, to (i) finance the acquisition, construction, and equipping of a transitional care unit consisting of the addition of 24 skilled nursing beds to the existing 150-bed skilled nursing facility located at 149 Eighth Avenue NE in the City of Minneapolis; and (ii) refinance all or a portion of the following facilities located in the City of Minneapolis: (a) a 71-unit assisted living facility located at 2919 Randolph Street NE (commonly known as RiverVillage East) owned by Catholic Eldercare Community Services Corporation II, a Minnesota nonprofit corporation and an affiliate of the Borrower; (b) a 150-bed skilled nursing facility located at 817 Main Street NE (commonly known as Catholic Eldercare on Main) owned by the Borrower; and (c) a 51-unit assisted living multifamily rental housing facility located at 909 Main Street NE (commonly known as MainStreet Lodge) owned by the Borrower.

On November 7, 2017, the City also issued its Senior Housing Revenue Note (Catholic Eldercare Project), Series 2017A (the "Series 2017A Note"), in the original aggregate principal amount of \$9,000,000. The City loaned the proceeds of the Series 2017A Note to the Borrower pursuant to a Loan Agreement, dated as of November 1, 2017 (the "2017 Loan Agreement"), between the City and the Borrower to finance a portion of the costs of the construction and equipping of a 69-unit independent senior housing complex with services located at 929 Second Street NE in the City of Minneapolis.

Both the Series 2014A Note and the Series 2017A Note were sold to Northeast Bank, a Minnesota banking and insurance corporation (the "Lender"). The Lender has agreed to amend certain terms of the Series 2014A Note, including reducing the interest rate floor, reamortizing the Series 2014A Note, and extending the maturity date of the Series 2014A Note. The Lender has also agreed to amend certain terms of the Series 2017A Note, including reducing the interest rate and releasing certain collateral. Such amendments are considered to be a significant modification of the Series 2014A Note and the Series 2017A Note (together, the "Notes") and will result in a "reissuance" of both Notes for tax purposes

pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"). For tax purposes, the Notes will be treated as being refunded on the effective date of the amendments. In accordance with Section 147(f) of the Code, the City is required to hold a public hearing to approve the reissuance of the Notes. Enclosed are two resolutions to be considered by the City Council following the public hearing on December 14, 2021. The resolutions approve the amendments to the Notes and the reissuance of the Notes as well as the execution and delivery of an amended and restated form of each Note, incorporating the applicable amendments, and an information return to be filed with the Internal Revenue Service for each Note.

The Notes will continue to be secured solely by the revenues derived from the 2014 Loan Agreement and the 2017 Loan Agreement and from other security originally provided by the Borrower in connection with the original issuance of the Notes. The Notes will not constitute a general or moral obligation of the City and will not be secured by or payable from any property or assets of the City (other than the interests of the City in the respective Loan Agreement) and will not be secured by any taxing power of the City. The Notes will not be subject to any debt limitation imposed on the City. The reissuance of the Notes will not have an adverse effect on the general obligation bond issued by the City earlier this year.

I will attend the City Council meeting on December 14, 2021 and can answer any questions that may arise during the meeting. Please contact me with any questions you may have prior to the City Council meeting.

**KENNEDY & GRAVEN, CHARTERED**

Julie Eddington

**CITY OF LAUDERDALE, MINNESOTA**

**RESOLUTION NO. 121421D**

**RESOLUTION APPROVING AMENDMENTS TO THE SENIOR HOUSING REVENUE NOTE (CATHOLIC ELDERCARE PROJECT), SERIES 2017A, AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO**

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

Section 1. Recitals.

1.01. On November 7, 2017, the City issued its Senior Housing Revenue Note (Catholic Eldercare Project), Series 2017A (the “Series 2017A Note”), in the original aggregate principal amount of \$9,000,000, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended, Minnesota Statutes, Sections 471.59 and 471.656, as amended, and a resolution adopted by the City Council on September 12, 2017 (the “Note Resolution”). The City loaned the proceeds of the Series 2017A Note (the “Loan”) to Catholic Eldercare, a Minnesota nonprofit corporation (the “Borrower”), pursuant to the terms of a Loan Agreement, dated as of November 1, 2017 (the “Loan Agreement”), between the City and the Borrower. The City assigned its rights to the basic payments and certain other rights under the Loan Agreement to Northeast Bank, a Minnesota banking and insurance corporation (the “Lender”), pursuant to a Pledge Agreement, dated as of November 1, 2017 (the “Pledge Agreement”), between the City and the Lender. The Borrower secured its obligations with respect to the repayment of the Loan pursuant to a Mortgage, Security Agreement, and Fixture Financing Statement of even date herewith from the Borrower to the Lender, dated November 7, 2017, by the Borrower in favor of the Lender, and an Assignment of Rents and Leases, dated November 7, 2017, by the Borrower in favor of the Lender.

1.02. The proceeds of the Series 2017A Note were used to finance a portion of the costs of the construction and equipping of a 69-unit independent senior housing complex with services located at 929 Second Street NE in the City of Minneapolis (the “Project”).

1.03. The Lender has agreed to amend certain terms of the Series 2017A Note (the “Amendments”), including reducing the interest rate and releasing certain collateral.

1.04. The City has been advised by Kennedy & Graven, Chartered, acting as bond counsel (“Bond Counsel”), that the proposed Amendments constitute a significant modification of the Series 2017A Note and will cause a “reissuance” of the Series 2017A Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the “Code”). For tax purposes, the Series 2017A Note will be treated as being refunded on the effective date of the Amendments.

1.05. On the date hereof, the City Council held a duly noticed public hearing regarding the approval of the Amendments, where all persons interested were given the opportunity to be heard.

1.06. There has been presented before the City Council an amended and restated form of the Series 2017A Note, which incorporates the Amendments.

1.05. On the date hereof, the City Council held a duly noticed public hearing regarding the approval of the Amendments, where all persons interested were given the opportunity to be heard.

1.06. There has been presented before the City Council an amended and restated form of the Series 2014A Note, which incorporates the Amendments.

Section 2. Findings; Authorizations and Approvals.

2.01. The City Council hereby consents to and approves the Amendments to the Series 2014A Note and authorizes and directs the Mayor and the City Administrator to execute the amended and restated Series 2014A Note substantially in the form on file with the City on the date hereof, which is hereby approved, with such changes as shall be approved by the Mayor and the City Administrator; provided that the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such approval.

2.02. The Mayor and the City Administrator are hereby designated as the representatives of the City with respect to the Amendments to the Series 2014A Note. The Mayor, the City Administrator, and other officers of the City are authorized and directed to execute and deliver any and all certificates, agreements, or other documents which are required by the Loan Agreement, or any other agreements, certificates, or documents which are deemed necessary by Bond Counsel to documents as are necessary, customary, or appropriate in connection with the reissuance of the Series 2014A Note, or are required by Bond Counsel to complete the Amendments to the Series 2014A Note and establish the validity or enforceability of the Series 2014A Note or the exclusion from gross income of interest on the Series 2014A Note for purposes of federal income taxation and State of Minnesota taxation (including but not limited to the execution of an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038).

2.03. As provided in the Loan Agreement and the Note Resolution, the Series 2014A Note shall not be payable from nor charged upon any funds other than the revenues pledged to its payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Series 2014A Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Series 2014A Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which have been assigned to the Lender pursuant to the Pledge Agreement. The Series 2014A Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder, which have been assigned to the Lender pursuant to the Pledge Agreement.

Section 3. Effective Date. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Lauderdale, Minnesota, this 14<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator



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Saint Paul  
St. Cloud

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**Amendments to:**

**\$9,300,000  
City of Lauderdale, Minnesota  
Healthcare and Housing Facilities Revenue Note  
(Catholic Eldercare Project)  
Series 2014A**

We have acted as Bond Counsel to the City of Lauderdale, Minnesota (the “Issuer”) in connection with the issuance and sale by the Issuer of its Healthcare and Housing Facilities Revenue Note, Series 2014A (the “Series 2014A Note”), dated December 18, 2014, in the original aggregate principal amount of \$9,300,000, which is currently outstanding in the principal amount of \$7,308,480.20. The Series 2014A Note was purchased by Northeast Bank, a Minnesota banking and insurance corporation (the “Lender”). Proceeds of the Series 2014A Note were loaned by the Issuer to Catholic Eldercare, a Minnesota nonprofit corporation (the “Borrower”), pursuant to a Loan Agreement, dated as of December 1, 2014 (the “Loan Agreement”), between the Issuer and the Borrower. Capitalized terms used herein that are otherwise not defined have the meanings provided in the Loan Agreement.

The Lender has subsequently agreed to amend certain provisions of the Series 2014A Note and documents executed in connection with the original issuance of the Series 2014A Note (collectively, the “Amendments”), including reducing the interest rate floor, reamortizing the Series 2014A Note, and extending the maturity date of the Series 2014A Note. We have advised the Issuer that the Amendments result in a significant modification of the Series 2014A Note and will cause a “reissuance” of the Series 2014A Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the “Code”). For tax purposes, upon reissuance, the Series 2014A Note is treated as being refunded on the date such changes become effective. In connection with the Amendments, the Issuer has amended and restated the Series 2014A Note (the “Amended and Restated Series 2014A Note”).

On the date hereof, the Amendments to the Series 2014A Note become effective, resulting in a reissuance of the Series 2014A Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Code. We have reviewed such certificates and other documents as we have deemed necessary for the purpose of giving this opinion, including the Loan Agreement, the Amended and Restated Series 2014A Note, and the other documents related to the Amendments. Based on such review, it is our opinion that the reissuance of the Series 2014A Note on the date hereof will not adversely affect the exemption from federal income taxation of interest on the Series 2014A Note. Furthermore, it is our opinion that the execution and delivery of the Amended and Restated Series 2014A Note is in the interests of the Issuer.

Dated December \_\_\_\_, 2021 at Minneapolis, Minnesota.

First Draft  
December \_\_\_\_, 2021

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY

City of Lauderdale  
Amended and Restated  
Healthcare and Housing Facilities Revenue Note  
(Catholic Eldercare Project)  
Series 2014A

No. R-2

Original Date of Issuance: December 18, 2014

Original Principal Amount: \$9,300,000

Date of Modification: December 22, 2021

Outstanding Principal Amount as of Date of Modification: \$\_\_\_\_\_

Final Maturity Date: December 22, 2041

1. Principal Balance. FOR VALUE RECEIVED, the City of Lauderdale, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota (the "Issuer"), hereby promises to pay to Northeast Bank, a Minnesota banking and insurance corporation (the "Lender"), solely from the source and in the manner hereinafter provided, the principal sum of Nine Million Three Hundred Thousand Dollars (\$9,300,000), or so much thereof as has been advanced and remains unpaid from time to time (the "Principal Balance"), with interest thereon from the date hereof as set forth in Section 2 below. Payments shall be made in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

2. Interest. Interest on this Note shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months and shall be payable as follows:

(A) Commencing on the date of this Note and continuing to December 22, 2021, interest shall accrue on the outstanding principal balance at the rate of 3.00% per annum.

(B) On the Date of Modification and continuing to December 22, 2028 (the "First Adjustment Date"), interest shall accrue on the outstanding principal balance at the rate of \_\_\_\_\_% per annum [a rate per annum equal to 0.695% multiplied by the sum of the 7-Year Treasury Rate (as such term is defined below) plus 260 basis points].

(C) On the First Adjustment Date and continuing to December \_\_\_\_, 2035 (the "Second Adjustment Date"), interest shall be adjusted to a rate per annum equal to 0.695% multiplied by the sum of the 7-Year Treasury Rate (as such term is defined below) plus 260 basis points.



(D) On the Second Adjustment Date, the interest rate on this Note will be adjusted to a rate per annum equal to 0.695% multiplied by the sum of the 7-Year Treasury Rate plus 260 basis points. Such rate shall be in effect through the Final Maturity Date provided above.

(E) The term “LIBOR Swap Rate” shall mean the LIBOR Swap Rate most recently published (as of each Adjustment Date) by the Federal Reserve in its Federal Reserve Statistical Release Document No. H.15(519), “Selected Interest Rates,” or such equivalent successor publication as selected by the Lender. Prior to the Date of Modification, in no event shall the interest rate of this Note be lower than 3.00% or exceed 6.20%.

(F) The term “7-Year Treasury Rate” shall mean the business day rate on the U.S. Treasury Securities adjusted to a constant maturity of seven (7) years as published in the Federal Reserve Statistical Release and Historical Data. If such rate is no longer available then such offered rate shall be otherwise independently determined by the Lender from an alternate, substantially similar independent source available to the Lender or shall be calculated by the Lender by a substantially similar methodology as that theretofore used to determine such offered rate. As of the Date of Modification, in no event shall the interest rate of this Note be lower than 2.80% or exceed 6.20%.

3. Payments. Payments of principal of and interest on this Note shall be made by Catholic Eldercare, a Minnesota nonprofit corporation (the “Borrower”), in monthly installments, commencing February 1, 2015, until the Final Maturity Date. Prior to the Date of Modification, principal of and interest on this Note shall be amortized over 20 years to December 18, 2034, and the monthly payments of principal of and interest on this Note during this time shall reflect such amortization. On the Date of Modification, principal of and interest on this Note shall be reamortized over 20 years and the entire remaining unpaid balance of principal and interest shall be due and payable on the Final Maturity Date, together with accrued interest thereon at the interest rate then in effect. The monthly payments of principal and interest on this Note shall be recomputed as of the First Adjustment Date and the Second Adjustment Date in such amounts as are required to fully amortize the Principal Balance through the Final Maturity Date at the interest rate then in effect. Payments shall be applied first to interest due on the unpaid principal and thereafter to reduction of principal.

4. Parity Debt. The principal of and interest on this Note is payable by the Borrower on parity with the Borrower’s obligation to pay the principal of and interest on (i) the Healthcare and Housing Facilities Revenue Refunding Note (Catholic Eldercare Project), Series 2014B, issued by the Minneapolis Community Development Agency on the date hereof in the original aggregate principal amount of \$5,000,000; and (ii) the Healthcare and Housing Facilities Revenue Refunding Note (Catholic Eldercare Project), Series 2014C, issued by the City of Mounds View, Minnesota on the date hereof in the original aggregate principal amount of \$4,000,000 (with the Note collectively, the “Parity Debt”). In the event of a default, monies available to pay the interest and principal on the Parity Debt shall be used to pay principal and interest on the Parity Debt on a pro rata basis pursuant to the terms of the Intercreditor and Parity Agreement, dated December 18, 2014, between the Lender and certain banks that will purchase participation interests in the Parity Debt.

5. Taxability. In the event of a Determination of Taxability (as defined herein), the rate of interest hereon shall be automatically adjusted to an annual rate equal to the interest rate then accruing, divided by 0.695. Such increased rate is to be effective as of the Date of Taxability. The Issuer shall forthwith pay to the holder the aggregate difference between (i) the amounts actually paid hereunder between the Date of Taxability and the date of receipt of notice of the Determination of Taxability and (ii) the amounts which would have been due during such period if the increased interest rate had been in effect. For the purpose of this paragraph, a “Determination of Taxability” shall mean the issuance of a

statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction which holds that all of the interest payable on this Note is includable in the gross income of the Lender for federal income tax purposes if the period, if any, for contest or appeal of such action, ruling or decision has expired without any such contest or appeal having been properly instituted. The expenses of any such contest shall be paid by the party initiating the contest and neither the Issuer nor the Lender shall be required to contest or appeal any Determination of Taxability. The “Date of Taxability” shall mean that point in time, as specified in the determination, ruling or decision, that the interest payable on this Note becomes includable in the gross income of the Lender for federal income tax purposes.

6. Default. Upon an Event of Default by the Borrower under the Loan Agreement, the interest rate on this Note shall increase by 400 basis points until such Event of Default is cured.

7. Place of Payment. Principal and interest or service charge, if any, due hereunder shall be payable at the principal office of the Lender, or at such other place as the Lender may designate in writing.

8. Purpose; Authority. This Note is issued by the Issuer to provide funds for a project, as defined in Minnesota Statutes, Sections 469.152 through 469.1655, as amended, and Minnesota Statutes, Chapter 462C, as amended (together, the “Act”), consisting of (i) financing the acquisition, construction, and equipping of a transitional care unit consisting of the addition of 24 skilled nursing beds to the existing 150-bed skilled nursing facility (the “TCU Facility”) located at 900 2nd Street NE in the City of Minneapolis (the “City of Minneapolis”); (ii) funding capitalized interest on this Note during the construction of the TCU Facility; (iii) refunding a portion of the outstanding Variable Rate Demand Multifamily Housing Revenue Bonds (St. Hedwig’s Assisted Living Project), Series 2002 (the “2002 Assisted Living Bonds”), issued by the City of Minneapolis on December 23, 2002, in the original aggregate principal amount of \$7,570,000; (iv) refunding a portion of the outstanding Variable Rate Demand Nursing Home Revenue Refunding Bonds (Catholic Eldercare Project), Series 2002 (the “2002 Nursing Home Bonds”), issued by the City of Minneapolis on December 23, 2002, in the original aggregate principal amount of \$9,580,000; and (v) paying the costs of issuance of this Note. The City of Minneapolis loaned the proceeds of the 2002 Assisted Living Bonds to Catholic Eldercare Community Services Corporation II, a Minnesota nonprofit corporation and an affiliate of the Borrower (“CECSC II”), to finance the acquisition, construction, and equipping of a 71-unit assisted living facility located at 2919 Randolph Street NE (commonly known as RiverVillage East) in the City of Minneapolis. The City of Minneapolis loaned the proceeds of the 2002 Nursing Home Bonds to the Borrower to (a) refinance the acquisition, construction, and equipping of the 150-bed skilled nursing facility located at 817 Main Street NE (commonly known as Catholic Eldercare on Main) in the City; and (b) refinance the acquisition, construction, and equipping of a 51-unit assisted living multifamily rental housing facility located at 909 Main Street NE (commonly known as MainStreet Lodge) in the City of Minneapolis. The facilities refinanced with the proceeds of this Note are owned and operated by the Borrower and its affiliates. The Issuer has loaned the proceeds of this Note to the Borrower pursuant to a Loan Agreement, dated as of December 1, 2014 (the “Loan Agreement”), between the Issuer and Borrower. This Note is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly the Act and Minnesota Statutes, Section 471.656, as amended, and pursuant to resolutions adopted by the City Council of the Issuer on November 10, 2014 and December 14, 2021 (together, the “Resolution”).

9. Security. The loan repayments to be made by the Borrower under the Loan Agreement (the “Loan Repayments”) will be fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on this Note when due. The Issuer has assigned its right, title, and interest in and to the Loan Agreement, including, but not limited to, the Issuer’s right to receive Loan Repayments (but not including certain reserved rights of the Issuer to receive payment for fees and expenses and indemnification) pursuant to the Pledge Agreement, dated as of December 1, 2014 (the “Pledge Agreement”), between the Issuer and the

Lender. The Parity Debt is also secured by the following documents, which may be amended from time to time: (i) an Amended and Restated Combination Mortgage, Security Agreement, and Fixture Financing Statement, dated December 18, 2014, from the Borrower; (ii) an Assignment of Rents and Leases, dated December 18, 2014, from the Borrower; (iii) a Security Agreement, dated December 18, 2014, between the Foundation and the Lender; and (iv) an Investment Account Reserve Escrow Agreement, dated December 18, 2014, between the Borrower and the Lender. As further security for the Borrower's obligation to repay the principal of and interest on all of the Parity Debt, the Borrower will cause to be delivered to the Lender guaranty agreements from the Borrower's affiliates, including Catholic Eldercare Community Foundation, Catholic Eldercare Community Services Corporation, CECSC II, and Catholic Eldercare at St. Hedwig's, each guarantying the full amount of the Parity Debt. The guaranty from CECSC II is secured by an additional mortgage and an assignment of rents and leases.

10. Waiver of Demand; Extension. The Issuer, for itself, its successors and assigns, hereby waives demand, presentment, protest and notice of dishonor; and to the extent permitted by law, the Lender may extend interest and/or principal of or any service charge or premium due on this Note, all without notice to or consent of any party liable hereon or thereon and without releasing any such party from such liability.

11. Prepayments After Date of Modification. After the Date of Modification, this Note may be prepaid in whole or in part at any time. All prepayments shall be applied first to accrued interest and then to principal. All prepayments applied to principal shall be applied to installments of principal in the inverse order of their maturity. A notice of any such prepayment shall be given by the Borrower to the Lender, not less than ten (10) days prior to the date proposed for prepayment. On the date fixed for prepayment, funds shall be paid to the Lender at its registered address. The prepayment price is equal to the outstanding principal amount of this Note to be prepaid, plus accrued interest, plus a premium as set forth in the table below:

| <u>If Prepayment Occurs during the Following<br/>Years after Date of Modification:</u> | <u>Redemption Premium as a Percentage of<br/>Principal Amount of Note to Be Prepaid:</u> |
|--|--|
| Years 1, 2, 8, 9, and 15   | 3.0%   |
| Years 3, 4, 10, 11, 16, and 17   | 2.0%   |
| Years 5, 6, 12, 13, 18, and 19   | 1.0%   |
| At all other times   | 0.0%   |

Notwithstanding the foregoing, however, the Borrower has the option to prepay up to fifteen percent (15%) of the outstanding Principal Balance during each loan year following the Date of Modification without paying a prepayment premium, as set forth above.

12. Transfer; Registration. As provided in the Resolution and subject to certain limitations set forth therein, this Note is only transferable upon the books of the Issuer at the office of the City Administrator, by the Lender in person or by its agent duly authorized in writing, at the Lender's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Administrator, duly executed by the Lender or its duly authorized agent. Upon such transfer the City Administrator will note the date of registration and the name and address of the new registered owner in the registration blank appearing below. The Issuer may deem and treat the person in whose name this Note is last registered upon the books of the Issuer with such registration noted on this Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment, or on the account, of the Principal Balance or interest and for all other purposes, and all such payments so made to the Lender or upon its order shall be valid and effective to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

13. Incorporation. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution, the Loan Agreement, the Pledge Agreement, and the Disbursing Agreement are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

14. **LIMITED LIABILITY**. THIS NOTE AND INTEREST HEREON AND ANY SERVICE CHARGE, IF ANY, DUE HEREUNDER ARE PAYABLE SOLELY FROM THE REVENUES AND PROCEEDS DERIVED FROM THE LOAN AGREEMENT AND DO NOT CONSTITUTE A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION, ARE NOT PAYABLE FROM OR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES AND PROCEEDS PLEDGED TO THE PAYMENT THEREOF, AND DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, AND NO HOLDER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE ISSUER TO PAY THIS NOTE OR THE INTEREST HEREON, OR TO ENFORCE PAYMENT THEREOF AGAINST ANY PROPERTY OF THE ISSUER, AND THIS NOTE DOES NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE ISSUER, AND THE AGREEMENT OF THE ISSUER TO PERFORM OR CAUSE THE PERFORMANCE OF THE COVENANTS AND OTHER PROVISIONS HEREIN REFERRED TO SHALL BE SUBJECT AT ALL TIMES TO THE AVAILABILITY OF REVENUES OR OTHER FUNDS FURNISHED FOR SUCH PURPOSE IN ACCORDANCE WITH THE LOAN AGREEMENT, SUFFICIENT TO PAY ALL COSTS OF SUCH PERFORMANCE OR THE ENFORCEMENT THEREOF.

15. Rights on Default. If an Event of Default (as that term is defined in the Loan Agreement) shall occur, then the Lender shall have the right and option to declare, upon ten (10) days' written notice, the Principal Balance and accrued interest thereon immediately due and payable, whereupon the same, plus any service charges, shall be due and payable, but solely from sums made available under the Loan Agreement. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

16. Exercise of Remedies. The remedies of the Lender, as provided herein and in the Loan Agreement and the Pledge Agreement, are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

17. Waivers. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and, then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

18. Securities Registration. This Note has been issued without registration under state or federal or other securities laws, pursuant to an exemption for such issuance; and accordingly this Note may not be assigned or transferred in whole or part, nor may a participation interest in this Note be given pursuant to any participation agreement, except in accordance with an applicable exemption from such registration requirements. The Issuer acknowledges that the Lender may enter into a participation agreement with one or more sophisticated investors, providing for participations in amounts of at least \$100,000.

19. Qualified Tax-Exempt Obligation. The Issuer has designated this Note as a “qualified tax-exempt obligation” pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

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

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed in its name by the manual or facsimile signatures of its officers identified below.

**CITY OF LAUDERDALE, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator

**BOND REGISTER**

The ownership of the unpaid Principal Balance of this Note and the interest accruing thereon is registered on the books of the City of Lauderdale, Minnesota, in the name of the holder last noted below.

| <u>Date of<br/>Registration</u> | <u>Name and Address<br/>Registered Holder</u>                    | <u>Signature of<br/>City Administrator</u> |
|---------------------------------|--|--|
| <hr/>                           | Northeast Bank<br>77 Broadway Street NE<br>Minneapolis, MN 55413 | <hr/>                                      |

CITY OF LAUDERDALE, MINNESOTA

RESOLUTION NO. 121421E

**RESOLUTION APPROVING AMENDMENTS TO THE HEALTHCARE AND HOUSING FACILITIES REVENUE NOTE (CATHOLIC ELDERCARE PROJECT), SERIES 2014A, AND AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS RELATED THERETO**

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

Section 1. Recitals.

1.01. On December 18, 2014, the City issued its Healthcare and Housing Facilities Revenue Note (Catholic Eldercare Project), Series 2014A (the "Series 2014A Note"), in the original aggregate principal amount of \$9,300,000, pursuant to Minnesota Statutes, Sections 469.152 through 469.1655, as amended, Minnesota Statutes, Sections 471.59 and 471.656, as amended, and a resolution adopted by the City Council on November 10, 2014 (the "Note Resolution"). The City loaned the proceeds of the Series 2014A Note (the "Loan") to Catholic Eldercare, a Minnesota nonprofit corporation (the "Borrower"), pursuant to the terms of a Loan Agreement, dated as of December 1, 2014 (the "Loan Agreement"), between the City and the Borrower. The City assigned its rights to the basic payments and certain other rights under the Loan Agreement to Northeast Bank, a Minnesota banking and insurance corporation (the "Lender"), pursuant to a Pledge Agreement, dated as of December 1, 2014 (the "Pledge Agreement"), between the City and the Lender. The Borrower secured its obligations with respect to the repayment of the Loan pursuant to an Amended and Restated Mortgage, Security Agreement, and Fixture Financing Statement, dated December 18, 2014, by the Borrower in favor of the Lender, and an Assignment of Leases and Rents, dated December 18, 2014, by the Borrower in favor of the Lender.

1.02. The proceeds of the Series 2014A Note were used to (i) finance the acquisition, construction, and equipping of a transitional care unit consisting of the addition of 24 skilled nursing beds to the existing 150-bed skilled nursing facility located at 149 Eighth Avenue NE in the City of Minneapolis; and (ii) refinance all or a portion of the following facilities located in the City of Minneapolis: (a) a 71-unit assisted living facility located at 2919 Randolph Street NE (commonly known as RiverVillage East) owned by Catholic Eldercare Community Services Corporation II, a Minnesota nonprofit corporation and an affiliate of the Borrower; (b) a 150-bed skilled nursing facility located at 817 Main Street NE (commonly known as Catholic Eldercare on Main) owned by the Borrower; and (c) a 51-unit assisted living multifamily rental housing facility located at 909 Main Street NE (commonly known as MainStreet Lodge) owned by the Borrower.

1.03. The Lender has agreed to amend certain terms of the Series 2014A Note (the "Amendments"), including reducing the interest rate floor, reamortizing the Series 2014A Note, extending the maturity date of the Series 2014A Note, and releasing certain collateral.

1.04. The City has been advised by Kennedy & Graven, Chartered, acting as bond counsel ("Bond Counsel"), that the proposed Amendments constitute a significant modification of the Series 2014A Note and will cause a "reissuance" of the Series 2014A Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"). For tax purposes, the Series 2014A Note will be treated as being refunded on the effective date of the Amendments.



Section 2. Findings; Authorizations and Approvals.

2.01. The City Council hereby consents to and approves the Amendments to the Series 2017A Note and authorizes and directs the Mayor and the City Administrator to execute the amended and restated Series 2017A Note substantially in the form on file with the City on the date hereof, which is hereby approved, with such changes as shall be approved by the Mayor and the City Administrator; provided that the execution thereof by the Mayor and the City Administrator shall be conclusive evidence of such approval.

2.02. The Mayor and the City Administrator are hereby designated as the representatives of the City with respect to the Amendments to the Series 2017A Note. The Mayor, the City Administrator, and other officers of the City are authorized and directed to execute and deliver any and all certificates, agreements, or other documents which are required by the Loan Agreement, or any other agreements, certificates, or documents which are deemed necessary by Bond Counsel to documents as are necessary, customary, or appropriate in connection with the reissuance of the Series 2017A Note, or are required by Bond Counsel to complete the Amendments to the Series 2017A Note and establish the validity or enforceability of the Series 2017A Note or the exclusion from gross income of interest on the Series 2017A Note for purposes of federal income taxation and State of Minnesota taxation (including but not limited to the execution of an Information Return for Tax-Exempt Private Activity Bond Issues, Form 8038).

2.03. As provided in the Loan Agreement and the Note Resolution, the Series 2017A Note shall not be payable from nor charged upon any funds other than the revenues pledged to its payment, nor shall the City be subject to any liability thereon, except as otherwise provided in this paragraph. No holder of the Series 2017A Note shall ever have the right to compel any exercise by the City of its taxing powers to pay any of the Series 2017A Note or the interest or premium thereon, or to enforce payment thereof against any property of the City except the interests of the City in the Loan Agreement and the revenues and assets thereunder, which have been assigned to the Lender pursuant to the Pledge Agreement. The Series 2017A Note shall not constitute a charge, lien, or encumbrance, legal or equitable, upon any property of the City, except the interests of the City in the Loan Agreement, and the revenues and assets thereunder, which have been assigned to the Lender pursuant to the Pledge Agreement.

Section 3. Effective Date. This resolution shall be in full force and effect from and after its passage.

Approved by the City Council of the City of Lauderdale, Minnesota, this 14<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Mayor

Attest:

\_\_\_\_\_  
City Administrator



Offices in  
Minneapolis  
Saint Paul  
St. Cloud

Fifth Street Towers  
150 South Fifth Street, Suite 700  
Minneapolis, MN 55402  
(612) 337-9300 telephone  
(612) 337-9310 fax  
kennedy-graven.com  
Affirmative Action, Equal Opportunity Employer

**Amendments to:**

**\$9,000,000  
City of Lauderdale, Minnesota  
Senior Housing Revenue Note  
(Catholic Eldercare Project)  
Series 2017A**

We have acted as Bond Counsel to the City of Lauderdale, Minnesota (the "Issuer") in connection with the issuance and sale by the Issuer of its Senior Housing Revenue Note, Series 2017A (the "Series 2017A Note"), dated November 7, 2017, in the original aggregate principal amount of \$9,000,000, which is currently outstanding in the principal amount of \$8,649,584.73. The Series 2017A Note was purchased by Northeast Bank, a Minnesota banking and insurance corporation (the "Lender"). Proceeds of the Series 2017A Note were loaned by the Issuer to Catholic Eldercare, a Minnesota nonprofit corporation (the "Borrower"), pursuant to a Loan Agreement, dated as of November 1, 2017 (the "Loan Agreement"), between the Issuer and the Borrower. Capitalized terms used herein that are otherwise not defined have the meanings provided in the Loan Agreement.

The Lender has subsequently agreed to amend certain provisions of the Series 2017A Note and documents executed in connection with the original issuance of the Series 2017A Note (collectively, the "Amendments"), including reducing the interest rate and reamortizing the Series 2017A Note. We have advised the Issuer that the Amendments result in a significant modification of the Series 2017A Note and will cause a "reissuance" of the Series 2017A Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Internal Revenue Code of 1986, as amended (the "Code"). For tax purposes, upon reissuance, the Series 2017A Note is treated as being refunded on the date such changes become effective. In connection with the Amendments, the Issuer has amended and restated the Series 2017A Note (the "Amended and Restated Series 2017A Note").

On the date hereof, the Amendments to the Series 2017A Note become effective, resulting in a reissuance of the Series 2017A Note for tax purposes pursuant to Section 1.1001-3 of the Treasury Regulations promulgated under the Code. We have reviewed such certificates and other documents as we have deemed necessary for the purpose of giving this opinion, including the Loan Agreement, the Amended and Restated Series 2017A Note, and the other documents related to the Amendments. Based on such review, it is our opinion that the reissuance of the Series 2017A Note on the date hereof will not adversely affect the exemption from federal income taxation of interest on the Series 2017A Note. Furthermore, it is our opinion that the execution and delivery of the Amended and Restated Series 2017A Note is in the interests of the Issuer.

Dated December \_\_\_, 2021 at Minneapolis, Minnesota.

First Draft  
December \_\_\_\_, 2021

UNITED STATES OF AMERICA  
STATE OF MINNESOTA  
COUNTY OF RAMSEY

City of Lauderdale  
Amended and Restated  
Senior Housing Revenue Note  
(Catholic Eldercare Project)  
Series 2017A

No. R-2

Original Date of Issuance: November 7, 2017

Original Principal Amount: \$9,000,000

Date of Modification: December 22, 2021

Outstanding Principal Amount as of Date of Modification: \$ \_\_\_\_\_

Final Maturity Date: May 7, 2045

1. Principal Balance. FOR VALUE RECEIVED, the City of Lauderdale, Minnesota, a municipal corporation organized and existing under the laws of the State of Minnesota (the "Issuer"), hereby promises to pay to Northeast Bank, a Minnesota banking and insurance corporation (the "Lender"), solely from the source and in the manner hereinafter provided, the principal sum of Nine Million Dollars (\$9,000,000), or so much thereof as has been advanced and remains unpaid from time to time (the "Principal Balance"), with interest thereon from the date hereof as set forth in Section 2 below. Payments shall be made in any coin or currency which at the time or times of payment is legal tender for the payment of public or private debts in the United States of America, in accordance with the terms hereinafter set forth.

2. Interest. Interest on this Note shall be computed on the basis of a three hundred sixty (360) day year of twelve (12) thirty (30) day months and shall be payable as follows:

(A) Commencing on the date of this Note and continuing to December 22, 2021, interest shall accrue on the outstanding principal balance at the rate of 3.41% per annum.

(B) On the Date of Modification and continuing to November 7, 2027 (the "First Adjustment Date"), interest shall accrue on the outstanding principal balance at the rate of 3.10% per annum.

(C) On the First Adjustment Date and continuing to November 7, 2037 (the "Second Adjustment Date"), interest shall be adjusted to a rate per annum equal to 0.695 multiplied by the sum of the 10-Year Treasury Rate (as defined below) plus 260 basis points (2.60%).

(D) On the Second Adjustment Date, the interest rate on this Note will be adjusted to a rate per annum equal to 0.695 multiplied by the sum of the 10-Year Treasury Rate plus 260 basis points (2.60%). Such rate shall be in effect to and including May 7, 2045 (the “Final Maturity Date”).

(F) The term “10-Year Treasury Rate” shall mean the ten-year U.S. Treasury Constant Maturity Index, as published by the Federal Reserve Board as of each Adjustment Date. If such rate is no longer available then such offered rate shall be otherwise independently determined by the Lender from an alternate, substantially similar independent source available to the Lender or shall be calculated by the Lender by a substantially similar methodology as that theretofore used to determine such offered rate.

3. Payments. Payments of interest only on this Note shall be made by Catholic Eldercare, a Minnesota nonprofit corporation (the “Borrower”), in monthly installments, commencing December 7, 2017 until June 7, 2020. Commencing June 7, 2020, payments of principal of and interest on this Note shall be made by the Borrower in equal monthly installments until the Final Maturity Date. Principal of and interest on this Note shall be amortized over twenty-five (25) years from the date of the first payment of principal of and interest on this Note and the entire remaining unpaid balance of principal and interest shall be due and payable on the Final Maturity Date, together with accrued interest thereon at the interest rate then in effect. The monthly payments of principal and interest on this Note shall be recomputed as of the First Adjustment Date and the Second Adjustment Date in such amounts as are required to fully amortize the Principal Balance through the Final Maturity Date at the interest rate then in effect. Payments shall be applied first to interest due on the unpaid principal and thereafter to reduction of principal.

4. Parity Debt. The principal of and interest on this Note is payable by the Borrower on parity with the Borrower’s obligation to pay the principal of and interest on the Senior Housing Revenue Note (Catholic Eldercare Project), Series 2017B, issued by the City of Hilltop, Minnesota on the date hereof in the original aggregate principal amount of \$6,000,000 (together with the Note, the “Parity Debt”). In the event of a default, monies available to pay the principal of and interest on the Parity Debt shall be used to pay principal of and interest on the Parity Debt on a pro rata basis pursuant to the terms of the Intercreditor and Parity Agreement of even date herewith between the Lender and certain banks that will purchase participation interests in the Parity Debt.

5. Taxability. In the event of a Determination of Taxability (as defined herein), the rate of interest hereon shall be automatically adjusted to an annual rate equal to the interest rate then accruing, divided by 0.695. Such increased rate is to be effective as of the Date of Taxability (as defined herein). The Issuer shall forthwith pay to the holder the aggregate difference between (i) the amounts actually paid hereunder between the Date of Taxability and the date of receipt of notice of the Determination of Taxability and (ii) the amounts which would have been due during such period if the increased interest rate had been in effect. For the purpose of this paragraph, a “Determination of Taxability” shall mean the issuance of a statutory notice of deficiency by the Internal Revenue Service, or a ruling of the National Office or any District Office of the Internal Revenue Service, or a final decision of a court of competent jurisdiction which holds that all of the interest payable on this Note is includable in the gross income of the Lender for federal income tax purposes if the period, if any, for contest or appeal of such action, ruling or decision has expired without any such contest or appeal having been properly instituted. The expenses of any such contest shall be paid by the party initiating the contest and neither the Issuer nor the Lender shall be required to contest or appeal any Determination of Taxability. The “Date of Taxability” shall mean that point in time, as specified in the determination, ruling or decision, that the interest payable on this Note becomes includable in the gross income of the Lender for federal income tax purposes.

6. Default. Upon an Event of Default by the Borrower under the Loan Agreement, the interest rate on this Note shall increase by 400 basis points until such Event of Default is cured.

7. Place of Payment. Principal and interest or service charge, if any, due hereunder shall be payable at the principal office of the Lender, or at such other place as the Lender may designate in writing.

8. Purpose; Authority. This Note is issued by the Issuer to provide funds for a project, as defined in Minnesota Statutes, Chapter 462C, as amended (the "Act"), consisting of (i) financing a portion of the construction and equipping of a 69-unit independent senior housing complex with services located at 929 Second Street NE, Minneapolis, Minnesota (the "Project"); (ii) funding capitalized interest on this Note during the construction of the Project; and (iii) paying the costs of issuance of this Note. The Project financed with the proceeds of this Note will be owned and operated by the Borrower. The Issuer has loaned the proceeds of this Note to the Borrower pursuant to a Loan Agreement, dated as of November 1, 2017 (the "Loan Agreement"), between the Issuer and Borrower. This Note is further issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota, particularly the Act and Minnesota Statutes, Sections 471.59 and 471.656, as amended, and pursuant to resolutions adopted by the City Council of the Issuer on September 12, 2017 and December 14, 2021 (together, the "Resolution").

9. Security. The loan repayments to be made by the Borrower under the Loan Agreement (the "Loan Repayments") will be fixed so as to produce revenue sufficient to pay the principal of, premium, if any, and interest on this Note when due. The Issuer has assigned its right, title, and interest in and to the Loan Agreement, including, but not limited to, the Issuer's right to receive Loan Repayments (but not including certain reserved rights of the Issuer to receive payment for fees and expenses and indemnification) pursuant to the Pledge Agreement, dated as of November 1, 2017 (the "Pledge Agreement"), between the Issuer and the Lender. The Parity Debt is also secured by the following documents which may be amended from time to time: (i) a Mortgage, Security Agreement, and Fixture Financing Statement of even date herewith from the Borrower to the Lender; (ii) an Assignment of Rents and Leases of even date herewith from the Borrower to the Lender; (iii) a Security Agreement of even date herewith between the Borrower and the Lender; and (iv) a Construction Loan Agreement of even date herewith between the Borrower and the Lender. As further security for the Borrower's obligation to repay the principal of and interest on all of the Parity Debt, the Borrower will cause to be delivered to the Lender a Guaranty Agreement from Catholic Eldercare Community Foundation, a Minnesota nonprofit corporation.

10. Waiver of Demand; Extension. The Issuer, for itself, its successors and assigns, hereby waives demand, presentment, protest and notice of dishonor; and to the extent permitted by law, the Lender may extend interest and/or principal of or any service charge or premium due on this Note, all without notice to or consent of any party liable hereon or thereon and without releasing any such party from such liability.

11. Prepayments. This Note may be prepaid in whole or in part at any time. All prepayments shall be applied first to accrued interest and then to principal. All prepayments applied to principal shall be applied to installments of principal in the inverse order of their maturity. A notice of any such prepayment shall be given by the Borrower to the Lender not less than ten (10) days prior to the date proposed for prepayment. On the date fixed for prepayment, funds shall be paid to the Lender at its registered address. The prepayment price is equal to the outstanding principal amount of this Note to be prepaid, plus accrued interest, plus a premium as set forth in the table below:

| If Prepayment Occurs during<br>the Following Years:  | Redemption Premium as a Percentage of<br>Principal Amount of Note to Be Prepaid: |
|--|--|
| Years 1, 2, 3, 11, 12, 13, 21, 22 and 23             | 3.0%   |
| Years 4, 5, 6, 7, 14, 15, 16, 17, 24, 25, 26, and 27 | 2.0%   |
| Years 8, 9, 10, 18, 19, 20                           | 1.0%   |

Notwithstanding the foregoing, however, the Borrower has the option to prepay up to fifteen percent (15%) of the outstanding Principal Balance during each loan year without paying a prepayment premium, as set forth above. No prepayment shall result in a modification of the monthly payments due under the terms and conditions of the Note or result in a reamortization of the debt.

12. Transfer; Registration. As provided in the Resolution and subject to certain limitations set forth therein, this Note is only transferable upon the books of the Issuer at the office of the City Administrator, by the Lender in person or by its agent duly authorized in writing, at the Lender's expense, upon surrender hereof together with a written instrument of transfer satisfactory to the City Administrator, duly executed by the Lender or its duly authorized agent. Upon such transfer the City Administrator will note the date of registration and the name and address of the new registered owner in the registration blank appearing below. The Issuer may deem and treat the person in whose name this Note is last registered upon the books of the Issuer with such registration noted on this Note, as the absolute owner hereof, whether or not overdue, for the purpose of receiving payment, or on the account, of the Principal Balance or interest and for all other purposes, and all such payments so made to the Lender or upon its order shall be valid and effective to satisfy and discharge the liability upon this Note to the extent of the sum or sums so paid, and the Issuer shall not be affected by any notice to the contrary.

13. Incorporation. All of the agreements, conditions, covenants, provisions and stipulations contained in the Resolution, the Loan Agreement, the Pledge Agreement, and the Disbursing Agreement are hereby made a part of this Note to the same extent and with the same force and effect as if they were fully set forth herein.

**14. LIMITED LIABILITY. THIS NOTE IS A SPECIAL, LIMITED OBLIGATION PAYABLE SOLELY FROM PAYMENTS PURSUANT TO THE LOAN AGREEMENT AND FROM THE PROPERTY WHICH SECURES PAYMENT OF THIS NOTE. THIS NOTE AND INTEREST HEREON AND ANY SERVICE CHARGE, IF ANY, DUE HEREUNDER ARE PAYABLE SOLELY FROM THE REVENUES AND PROCEEDS DERIVED FROM THE LOAN AGREEMENT AND DO NOT CONSTITUTE A DEBT OF THE ISSUER WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION, ARE NOT PAYABLE FROM OR A CHARGE UPON ANY FUNDS OTHER THAN THE REVENUES AND PROCEEDS PLEDGED TO THE PAYMENT THEREOF, AND DO NOT GIVE RISE TO A PECUNIARY LIABILITY OF THE ISSUER OR ANY OF ITS OFFICERS, AGENTS OR EMPLOYEES, AND NO HOLDER OF THIS NOTE SHALL EVER HAVE THE RIGHT TO COMPEL ANY EXERCISE OF THE TAXING POWER OF THE ISSUER TO PAY THIS NOTE OR THE INTEREST HEREON, OR TO ENFORCE PAYMENT THEREOF AGAINST ANY PROPERTY OF THE ISSUER, AND THIS NOTE DOES NOT CONSTITUTE A CHARGE, LIEN OR ENCUMBRANCE, LEGAL OR EQUITABLE, UPON ANY PROPERTY OF THE ISSUER, AND THE AGREEMENT OF THE ISSUER TO PERFORM OR CAUSE THE PERFORMANCE OF THE COVENANTS AND OTHER PROVISIONS HEREIN REFERRED TO SHALL BE SUBJECT AT ALL TIMES TO THE AVAILABILITY OF REVENUES OR OTHER FUNDS FURNISHED FOR SUCH PURPOSE IN ACCORDANCE WITH THE LOAN AGREEMENT, SUFFICIENT TO PAY ALL COSTS OF SUCH PERFORMANCE OR THE ENFORCEMENT THEREOF.**

15. Rights on Default. If an Event of Default (as that term is defined in the Loan Agreement) shall occur, then the Lender shall have the right and option to declare, upon ten (10) days' written notice, the Principal Balance and accrued interest thereon immediately due and payable, whereupon the same, plus any service charges, shall be due and payable, but solely from sums made available under the Loan Agreement. Failure to exercise such option at any time shall not constitute a waiver of the right to exercise the same at any subsequent time.

16. Exercise of Remedies. The remedies of the Lender, as provided herein and in the Loan Agreement and the Pledge Agreement, are not exclusive and shall be cumulative and concurrent and may be pursued singly, successively or together, at the sole discretion of the Lender, and may be exercised as often as occasion therefor shall occur; and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release thereof.

17. Waivers. The Lender shall not be deemed, by any act of omission or commission, to have waived any of its rights or remedies hereunder unless such waiver is in writing and signed by the Lender and, then only to the extent specifically set forth in the writing. A waiver with reference to one event shall not be construed as continuing or as a bar to or waiver of any right or remedy as to a subsequent event.

18. Securities Registration. This Note has been issued without registration under state or federal or other securities laws, pursuant to an exemption for such issuance; and accordingly this Note may not be assigned or transferred in whole or part, nor may a participation interest in this Note be given pursuant to any participation agreement, except in accordance with an applicable exemption from such registration requirements. The Issuer acknowledges that the Lender may enter into a participation agreement with one or more sophisticated investors, providing for participations in amounts of at least \$100,000.

19. Qualified Tax-Exempt Obligation. The Issuer has designated this Note as a "qualified tax-exempt obligation" pursuant to Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

IT IS HEREBY CERTIFIED AND RECITED that all conditions, acts and things required to exist, to happen and to be performed precedent to or in the issuance of this Note do exist, have happened and have been performed in regular and due form as required by law.

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

IN WITNESS WHEREOF, the Issuer has caused this Note to be duly executed in its name by the manual or facsimile signatures of its officers identified below.

**CITY OF LAUDERDALE, MINNESOTA**

By \_\_\_\_\_  
Its Mayor

By \_\_\_\_\_  
Its City Administrator



**BOND REGISTER**

The ownership of the unpaid Principal Balance of this Note and the interest accruing thereon is registered on the books of the City of Lauderdale, Minnesota, in the name of the holder last noted below.

| <u>Date of<br/>Registration</u> | <u>Name and Address<br/>Registered Holder</u>                    | <u>Signature of<br/>City Administrator</u> |
|---------------------------------|--|--|
| <hr/>                           | Northeast Bank<br>77 Broadway Street NE<br>Minneapolis, MN 55413 | <hr/>                                      |

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date December 14, 2021

ITEM NUMBER 2022 Budget and Levy

STAFF INITIAL LB

APPROVED BY ADMINISTRATOR

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

Included with this memo are the 2022 General Fund and Special Revenue Fund budgets and the 2022-2031 Capital Improvement Plan. These items will be formatted into a budget book that staff will distribute in a couple of weeks.

State law requires that the Council hold a public hearing prior to adoption of the budget and levy. Prior to the public hearing, staff will provide a brief presentation on budget highlights and field any questions the Council might have. Staff's recommended actions are below.

**STAFF RECOMMENDATION:**

Motion to adopt Resolution 121421F—A Resolution Adopting the 2022 Final Property Tax Levy.

Motion to adopt Resolution 121421G—A Resolution Adopting the 2022 Final Budget and Establishing Fund Appropriations.

# City of Lauderdale

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2022 BUDGET & LEVY HEARING

DECEMBER 14, 2021



# 2022 Budget Highlights

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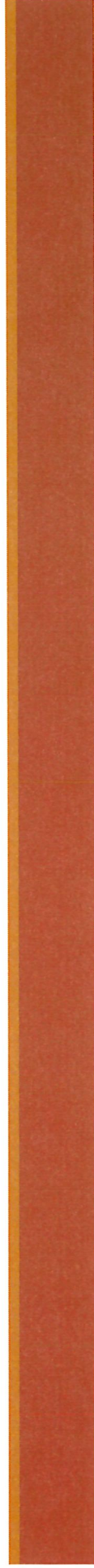
Proposed General Fund Budget: Balanced at \$1,556,692

3.2% increase over 2021

City Tax Rate: 29.57% (1.84% more than 2021)

Planned Capital Improvements:

- Council Chamber Technology: \$35,000 (ARPA Funded)
- Replace 2012 F350 Truck and Plow: \$40,000
- Sanitary Sewer Cleaning and Televising: \$10,000
- Invasive Species Management: \$5,000
- Gasparre Pond Dredging: \$40,000



# 2022 Levy

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Total Proposed Levy: \$950,351

Fiscal Disparities: - \$147,140

Local Property Levy \$803,211

## **Local Levy Increase over 2021: \$49,826**

- \$815 Increase in Fiscal Disparities
- \$0 Increase in Local Government Aid (LGA)

Total Local Levy Increase 6.6%



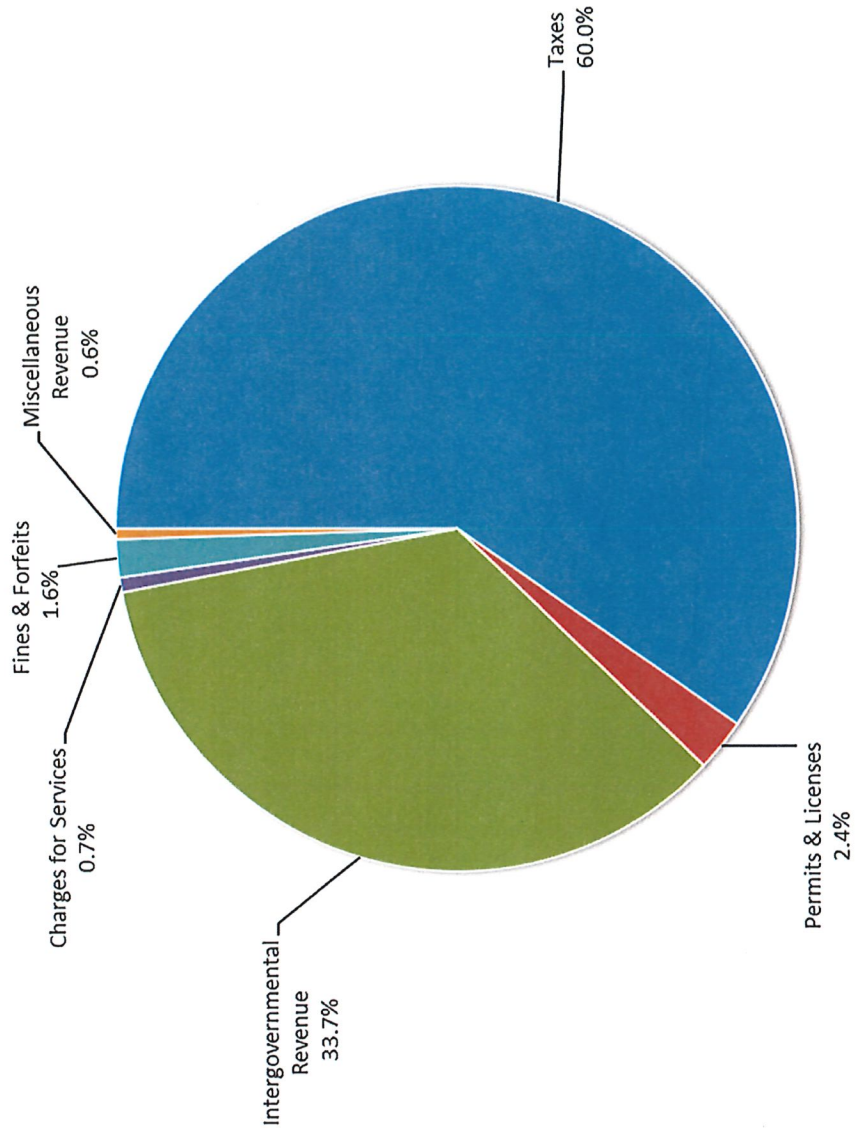
# 2022 Tax Impact on Median Valued Home

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- ▶ County: .1%
- ▶ City: 6.1%
- ▶ School District: still being calculated
- ▶ Other: 26.6%
- ▶ **Estimated Increase: unknown due to school district calculations**
- ▶ **Median Home Value Decrease: -0.4%**
  - ▶ From \$232,400 in 2021 to \$231,550 for 2022.

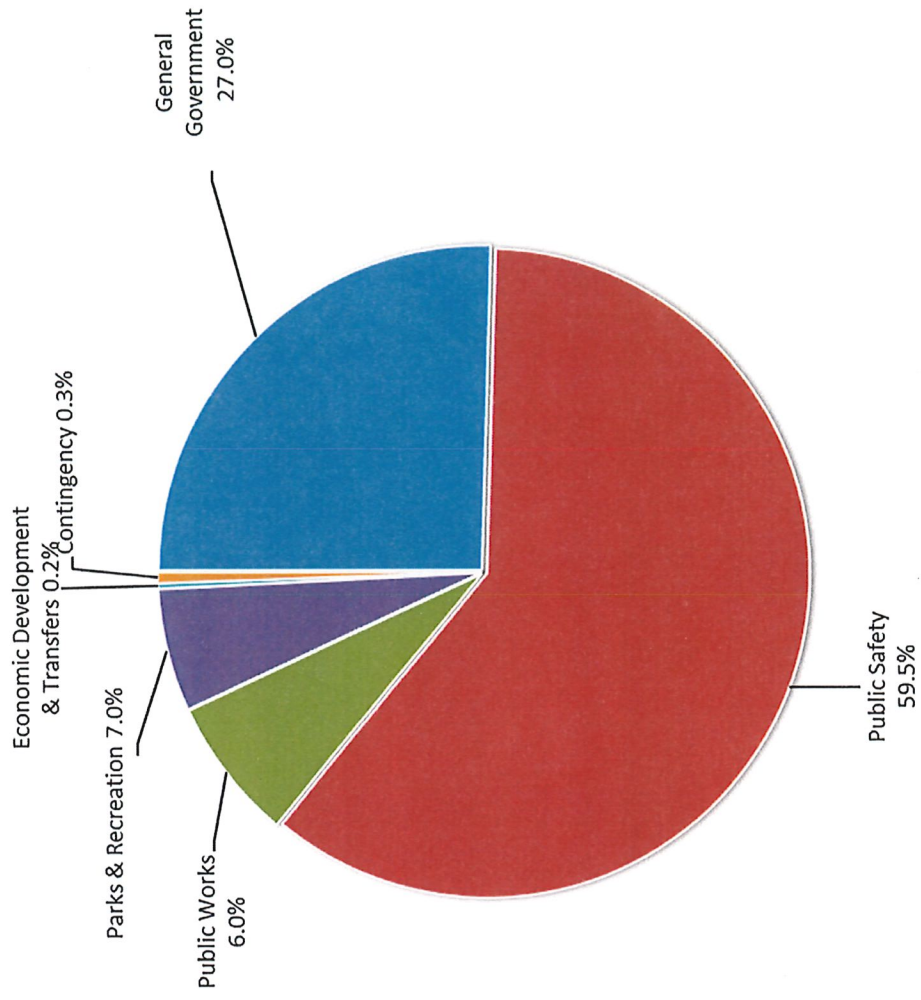


# Sources of Revenue



# How Tax Dollars Are Spent

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# How Your Tax Dollars Are Spent

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**City Taxes for Median Value Home: ~\$636**

- ▶ Police, Fire, 911, Building Inspections \$378
- ▶ Gen. Gov't: Admin, Legal, Elections... \$172
- ▶ Parks & Recreation \$45
- ▶ Public Works, Lighting, Buildings \$38
- ▶ Contingency \$2
- ▶ Economic Development & Transfers \$1



**RESOLUTION NO. 121421F**

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

**ADOPTING THE 2022 FINAL PROPERTY TAX LEVY**

**WHEREAS**, the City annually adopts an operating levy for the coming year in accordance with Minnesota Statutes; and

**WHEREAS**, Minnesota Statutes 275.065, Subdivision 1 requires cities to certify the final property tax levy to the county auditor on or before five working days after December 20.

**NOW, THEREFORE BE IT RESOLVED**, that:

Section 1: The final 2022 levy to be certified to the Ramsey County Auditor of \$950,351, inclusive of anticipated fiscal disparities revenue, is hereby established as the maximum possible levy for property tax payable in 2022.

Section 2: The City pledges \$68,143.00 from Fund 414 Development to pay the GO Improvement 2019A debt levy and the debt levy amount is reduced to zero.

Adopted by the City of Lauderdale this 14<sup>th</sup> day of December, 2021.

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

ATTEST:

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

**RESOLUTION NO. 121421G**

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

**ADOPTING THE 2022 FINAL BUDGET AND  
ESTABLISHING FUND APPROPRIATIONS**

WHEREAS, the City Council has met specifically for the purpose of discussion on the 2022 budget; and

WHEREAS, estimated December 31, 2021, fund balances are sufficient to meet approved expenditures for fiscal year 2021.

NOW, THEREFORE BE IT RESOLVED,

Section 1. That the City of Lauderdale 2022 expense budget is hereby approved in accordance with State Statute as follows:

|                 |             |
|-----------------|-------------|
| General         | \$1,556,692 |
| Special Revenue | \$ 120,809  |
| Debt Service    | \$ 124,591  |

Section 2. That the following financial plan for fiscal year 2022 is hereby approved for expenditures in each of the funds as follows:

|                  |            |
|------------------|------------|
| Capital Projects | \$ 108,693 |
| Enterprise       | \$ 382,547 |

Section 3. Maximum appropriations may be increased if and when additional revenues are anticipated or received.

Adopted by the City of Lauderdale this 14th day of December, 2021.

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

ATTEST:

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



**CITY OF LAUDERDALE**

**BUDGET**

**2022**

Adopted December 14, 2021

City of Lauderdale  
 General Fund Revenues  
 2022

| Account Number      | Description                    | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed       |
|---------------------|--------------------------------|---------------------|---------------------|---------------------|---------------------|
| 101-00000-000-00000 |                                | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| 101-00000-410-31010 | Current Ad Valorem Taxes       | \$667,521.44        | \$705,768.28        | \$753,385.00        | \$803,211.00        |
| 101-00000-410-31020 | Delinquent Ad Valorem Taxes    | \$5,322.43          | \$1,459.82          | \$0.00              | \$0.00              |
| 101-00000-410-31040 | Fiscal Disparities             | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| 101-00000-410-31055 | Excess Tax Increment           | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| 101-00000-410-31400 | Fiscal Disparities             | \$139,873.00        | \$138,520.00        | \$146,325.00        | \$147,140.00        |
| 101-00000-410-31900 | Penalties & Interest Taxes     | \$362.71            | -\$106.03           | \$0.00              | \$0.00              |
|                     | <b>Taxes Subtotal</b>          | <b>\$813,079.58</b> | <b>\$845,642.07</b> | <b>\$899,710.00</b> | <b>\$950,351.00</b> |
| 101-00000-410-32110 | Liquor Licenses                | \$150.00            | \$0.00              | \$150.00            | \$150.00            |
| 101-00000-410-32180 | Tobacco Licenses               | \$600.00            | \$0.00              | \$400.00            | \$400.00            |
| 101-00000-410-32190 | Other Business License/Permits | \$2,350.00          | \$2,450.00          | \$2,000.00          | \$2,200.00          |
| 101-00000-410-32192 | HVAC Contractor License        | \$1,150.00          | \$1,668.00          | \$1,100.00          | \$1,300.00          |
| 101-00000-410-32240 | Animal License                 | \$86.00             | \$190.00            | \$100.00            | \$100.00            |
| 101-00000-410-33401 | Local Government Aid           | \$539,622.00        | \$548,671.00        | \$524,591.00        | \$524,591.00        |
| 101-00000-410-33422 | Other State Grants & Aids      | \$1,198.00          | \$0.00              | \$1,198.00          | \$0.00              |
| 101-00000-410-33423 | Coronavirus Relief Fund        | \$0.00              | \$53,887.18         | \$0.00              | \$0.00              |
| 101-00000-410-33424 | Other Grants and Aids (METC)   | \$0.00              | \$5,000.00          | \$0.00              | \$0.00              |
| 101-00000-410-34101 | City Hall Rent                 | \$3,885.88          | \$1,070.00          | \$1,000.00          | \$1,000.00          |
| 101-00000-410-34103 | Zoning & Subdivision Fees      | \$1,750.00          | \$2,865.00          | \$1,500.00          | \$2,000.00          |
| 101-00000-410-34105 | Sale of Maps & Publications    | \$28.94             | \$0.00              | \$0.00              | \$0.00              |
| 101-00000-410-34108 | Administrative Fees            | \$437.25            | \$202.40            | \$0.00              | \$0.00              |
| 101-00000-410-36101 | Special Assessments - County   | \$2,302.93          | \$454.59            | \$0.00              | \$4,000.00          |
| 101-00000-410-36102 | Penalties & Interest           | \$0.00              | \$83.86             | \$0.00              | \$0.00              |
| 101-00000-410-36200 | Other Miscellaneous Revenue    | \$1,377.68          | \$1,454.86          | \$0.00              | \$0.00              |
| 101-00000-410-36210 | Interest on Investments        | \$30,294.31         | \$15,557.76         | \$6,000.00          | \$4,000.00          |
| 101-00000-410-36215 | Other Fees (Credit Card)       | \$369.84            | \$181.17            | \$500.00            | \$0.00              |
| 101-00000-410-36230 | Contributions & Donations      | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| 101-00000-410-39101 | Sale of Capital Assets         | \$0.00              | \$0.00              | \$0.00              | \$0.00              |

|                     |                                   |                |                |                |                |
|---------------------|-----------------------------------|----------------|----------------|----------------|----------------|
| 101-00000-410-39200 | Transfer In                       | \$0.00         | \$0.00         | \$0.00         | \$0.00         |
| 101-00000-420-32210 | Building Permit                   | \$24,419.55    | \$23,210.40    | \$24,000.00    | \$23,000.00    |
| 101-00000-420-32230 | Plumbing & Heating Permits        | \$4,940.90     | \$4,598.50     | \$5,000.00     | \$4,500.00     |
| 101-00000-420-32270 | Rental Registration               | \$9,077.50     | \$4,239.50     | \$5,000.00     | \$5,000.00     |
| 101-00000-420-33423 | Coronavirus Relief Fund           | \$0.00         | \$127,006.82   | \$0.00         | \$0.00         |
| 101-00000-420-34104 | Plan Check Fees                   | \$9,193.38     | \$7,394.58     | \$7,500.00     | \$7,500.00     |
| 101-00000-420-34202 | Special Fire Services             | \$1,210.00     | \$35.00        | \$0.00         | \$0.00         |
| 101-00000-420-34206 | Mowing & Garbage Cleanup          | \$0.00         | \$0.00         | \$0.00         | \$0.00         |
| 101-00000-420-35101 | Court Fines                       | \$29,976.50    | \$24,202.87    | \$27,000.00    | \$25,000.00    |
| 101-00000-420-36260 | Surcharges Collected              | \$1,246.00     | \$1,165.46     | \$1,000.00     | \$1,000.00     |
| 101-00000-430-32261 | Excavating Permits                | \$0.00         | \$100.00       | \$0.00         | \$0.00         |
| 101-00000-430-34303 | Snow Removal Charges              | \$0.00         | \$0.00         | \$0.00         | \$0.00         |
| 101-00000-450-34780 | Park Shelter Fees                 | \$250.00       | \$0.00         | \$200.00       | \$200.00       |
| 101-00000-450-34920 | Merchandise Sales                 | \$449.70       | \$41.66        | \$400.00       | \$400.00       |
| 101-00000-450-36200 | Other Miscellaneous Revenue       | \$0.00         | \$0.00         | \$0.00         | \$0.00         |
| 101-00000-450-36230 | Contributions & Donations         | \$2,159.27     | \$55.00        | \$0.00         | \$0.00         |
|                     | Other Revenue Subtotal            | \$668,525.63   | \$825,785.61   | \$608,639.00   | \$606,341.00   |
|                     | <b>TOTAL GENERAL FUND REVENUE</b> | \$1,481,605.21 | \$1,671,427.68 | \$1,508,349.00 | \$1,556,692.00 |

City of Lauderdale  
 Legislative Expenses  
 2022

| Account Number      | Description                       | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|-----------------------------------|--------------|--------------|--------------|---------------|
| 101-41110-410-41030 | Part-time Employees               | \$16,500.00  | \$16,500.00  | \$16,500.00  | \$16,500.00   |
| 101-41110-410-41220 | FICA                              | \$1,023.00   | \$1,023.00   | \$1,023.00   | \$1,023.00    |
| 101-41110-410-41225 | Medicare                          | \$239.52     | \$239.52     | \$239.00     | \$239.00      |
| 101-41110-410-41510 | Workers Compensation Insurance    | \$43.58      | \$48.11      | \$41.00      | \$41.00       |
| 101-41110-410-42010 | Office Supplies                   | \$0.00       | \$35.42      | \$0.00       | \$0.00        |
| 101-41110-410-42110 | General Supplies                  | \$0.00       | \$46.65      | \$50.00      | \$50.00       |
| 101-41110-410-42115 | Meeting                           | \$0.00       | \$0.00       | \$200.00     | \$200.00      |
| 101-41110-410-42410 | Minor Equipment & Tools           | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41110-410-43140 | Training & Education              | \$1,810.45   | \$889.00     | \$500.00     | \$1,000.00    |
| 101-41110-410-43310 | Travel Expense                    | \$1,974.09   | \$0.00       | \$500.00     | \$1,000.00    |
| 101-41110-410-43510 | Legal Notices Publishing          | \$475.29     | \$484.92     | \$500.00     | \$500.00      |
| 101-41110-410-43610 | Insurance & Bonds                 | \$122.11     | \$201.61     | \$200.00     | \$200.00      |
| 101-41110-410-44330 | Dues & Subscriptions              | \$4,092.00   | \$4,125.00   | \$4,100.00   | \$4,100.00    |
| 101-41110-410-45700 | Office Equipment & Furniture      | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
|                     | <b>Legislative Expense Totals</b> | \$26,280.04  | \$23,593.23  | \$23,853.00  | \$24,853.00   |

City of Lauderdale  
City Administration Expenses  
2022

| Account Number      | Description                    | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|--------------------------------|--------------|--------------|--------------|---------------|
| 101-41320-410-41010 | Full-time Employees            | \$129,019.19 | \$134,038.23 | \$137,008.00 | \$144,296.00  |
| 101-41320-410-41020 | Overtime                       | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41320-410-41030 | Part-time Employees            | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41320-410-41110 | Separation Pay                 | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41320-410-41210 | PERA                           | \$9,636.56   | \$9,976.35   | \$10,276.00  | \$10,822.00   |
| 101-41320-410-41220 | FICA                           | \$8,163.24   | \$8,449.01   | \$8,494.00   | \$8,946.00    |
| 101-41320-410-41225 | Medicare                       | \$1,909.04   | \$1,975.90   | \$1,987.00   | \$2,092.00    |
| 101-41320-410-41250 | Deferred Compensation          | \$2,006.07   | \$2,086.92   | \$2,000.00   | \$2,000.00    |
| 101-41320-410-41310 | Health Insurance               | \$18,161.41  | \$19,444.12  | \$18,100.00  | \$19,000.00   |
| 101-41320-410-41320 | Dental Insurance               | \$394.81     | \$394.77     | \$400.00     | \$400.00      |
| 101-41320-410-41330 | Life Insurance                 | \$839.97     | \$899.40     | \$850.00     | \$900.00      |
| 101-41320-410-41340 | Disability Insurance           | \$635.81     | \$670.87     | \$650.00     | \$671.00      |
| 101-41320-410-41350 | Long Term Care Insurance       | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41320-410-41420 | Unemployment                   | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41320-410-41510 | Workers Compensation Insurance | \$1,086.10   | \$1,274.93   | \$1,096.00   | \$1,154.00    |
| 101-41320-410-42010 | Office Supplies                | \$592.01     | \$1,443.47   | \$700.00     | \$750.00      |
| 101-41320-410-42020 | Computer Supplies              | \$0.00       | \$91.80      | \$650.00     | \$100.00      |
| 101-41320-410-42030 | Printed Forms                  | \$3,034.05   | \$3,529.89   | \$3,100.00   | \$3,500.00    |
| 101-41320-410-42110 | General Supplies               | \$0.00       | \$289.70     | \$400.00     | \$250.00      |
| 101-41320-410-42115 | Meeting                        | \$36.61      | \$57.53      | \$0.00       | \$0.00        |
| 101-41320-410-42410 | Minor Equipment & Tools        | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41320-410-42420 | Minor Computer Equipment       | \$3,876.30   | \$3,003.27   | \$1,000.00   | \$1,000.00    |
| 101-41320-410-43010 | Auditing & Accounting Services | \$2,450.00   | \$0.00       | \$0.00       | \$0.00        |
| 101-41320-410-43030 | Auditing & Accounting Services | \$15,934.09  | \$24,260.00  | \$18,500.00  | \$18,500.00   |
| 101-41320-410-43090 | Expert & Professional Services | \$17,881.00  | \$36,687.82  | \$19,598.00  | \$22,836.00   |
| 101-41320-410-43140 | Training & Education           | \$669.94     | \$242.00     | \$1,000.00   | \$1,000.00    |
| 101-41320-410-43220 | Postage                        | \$2,010.47   | \$1,830.00   | \$2,000.00   | \$2,000.00    |
| 101-41320-410-43250 | Other Communications           | \$0.00       | \$0.00       | \$0.00       | \$2,500.00    |



|                     |   |              |              |              |              |
|---------------------|---|--------------|--------------|--------------|--------------|
| 101-41320-410-43310 | Travel Expense                            | \$1,511.76   | \$481.98     | \$500.00     | \$1,000.00   |
| 101-41320-410-43510 | Legal Notices Publishing                  | \$402.24     | \$794.56     | \$500.00     | \$700.00     |
| 101-41320-410-43610 | Insurance & Bonds                         | \$1,572.33   | \$3,120.72   | \$1,700.00   | \$3,000.00   |
| 101-41320-410-44040 | Vehicle/Equipment Repairs                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 101-41320-410-44160 | Rents & Leases                            | \$2,962.44   | \$2,899.09   | \$3,000.00   | \$2,900.00   |
| 101-41320-410-44325 | Bank Fees & Charges                       | \$1,665.67   | \$2,238.99   | \$1,900.00   | \$2,000.00   |
| 101-41320-410-44330 | Dues & Subscriptions                      | \$6,245.37   | \$6,952.22   | \$6,200.00   | \$7,000.00   |
| 101-41320-410-44370 | Miscellaneous Charges                     | \$1,017.60   | \$836.50     | \$1,100.00   | \$1,000.00   |
|                     | <b>City Administration Expense Totals</b> | \$233,714.08 | \$267,970.04 | \$242,709.00 | \$260,317.00 |

City of Lauderdale  
 Election Expenses  
 2022

| Account Number                 | Description                    | 2019 Actuals       | 2020 Actuals       | 2021 Adopted       | 2022 Proposed      |
|--------------------------------|--------------------------------|--------------------|--------------------|--------------------|--------------------|
| 101-41410-410-41010            | Full-time Employees            | \$11,450.23        | \$11,981.80        | \$12,248.00        | \$12,842.00        |
| 101-41410-410-41040            | Temporary Employees            | \$0.00             | \$5,033.77         | \$0.00             | \$4,500.00         |
| 101-41410-410-41210            | PERA                           | \$854.83           | \$891.80           | \$919.00           | \$963.00           |
| 101-41410-410-41220            | FICA                           | \$723.59           | \$754.80           | \$759.00           | \$796.00           |
| 101-41410-410-41225            | Medicare                       | \$169.18           | \$176.63           | \$178.00           | \$186.00           |
| 101-41410-410-41250            | Deferred Compensation          | \$211.30           | \$223.32           | \$200.00           | \$225.00           |
| 101-41410-410-41310            | Health Insurance               | \$1,692.78         | \$1,865.61         | \$1,758.00         | \$1,823.00         |
| 101-41410-410-41320            | Dental Insurance               | \$46.47            | \$46.45            | \$50.00            | \$50.00            |
| 101-41410-410-41330            | Life Insurance                 | \$55.32            | \$55.36            | \$60.00            | \$60.00            |
| 101-41410-410-41340            | Disability Insurance           | \$58.64            | \$62.27            | \$65.00            | \$65.00            |
| 101-41410-410-41420            | Unemployment                   | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-41410-410-41510            | Workers Compensation Insurance | \$96.29            | \$113.97           | \$98.00            | \$103.00           |
| 101-41410-410-42010            | Office Supplies                | \$0.00             | \$32.83            | \$100.00           | \$0.00             |
| 101-41410-410-42110            | General Supplies               | \$44.89            | \$530.30           | \$100.00           | \$500.00           |
| 101-41410-410-42410            | Minor Equipment & Tools        | \$2,658.05         | \$2,657.92         | \$2,500.00         | \$2,600.00         |
| 101-41410-410-43510            | Legal Notices Publishing       | \$0.00             | \$308.71           | \$0.00             | \$350.00           |
| 101-41410-410-44370            | Miscellaneous Charges          | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| <b>Election Expense Totals</b> |                                | <b>\$18,061.57</b> | <b>\$24,735.54</b> | <b>\$19,035.00</b> | <b>\$25,063.00</b> |

City of Lauderdale  
 Legal Expenses  
 2022

| Account Number      | Description                    | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|--------------------------------|--------------|--------------|--------------|---------------|
| 101-41610-410-43040 | Legal Services - Civil Process | \$19,276.03  | \$22,924.75  | \$19,000.00  | \$20,000.00   |
| 101-41610-410-43045 | Legal Services - Prosecution   | \$11,247.00  | \$11,100.00  | \$12,000.00  | \$12,000.00   |
|                     | <b>Legal Expense Totals</b>    | \$30,523.03  | \$34,024.75  | \$31,000.00  | \$32,000.00   |

**City of Lauderdale  
Planning Expenses  
2022**

| <b>Account Number</b> | <b>Description</b>             | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|--------------------------------|---------------------|---------------------|---------------------|----------------------|
| 101-41910-410-41010   | Full-time Employees            | \$15,753.25         | \$16,100.91         | \$16,591.00         | \$17,316.00          |
| 101-41910-410-41210   | PERA                           | \$1,173.10          | \$1,208.32          | \$1,244.00          | \$1,299.00           |
| 101-41910-410-41220   | FICA                           | \$995.98            | \$1,024.49          | \$1,029.00          | \$1,074.00           |
| 101-41910-410-41225   | Medicare                       | \$232.99            | \$239.58            | \$241.00            | \$251.00             |
| 101-41910-410-41250   | Deferred Compensation          | \$241.95            | \$233.34            | \$225.00            | \$250.00             |
| 101-41910-410-41310   | Health Insurance               | \$2,394.25          | \$2,646.02          | \$2,379.00          | \$2,464.00           |
| 101-41910-410-41320   | Dental Insurance               | \$69.62             | \$69.65             | \$80.00             | \$70.00              |
| 101-41910-410-41330   | Life Insurance                 | \$106.62            | \$128.90            | \$110.00            | \$100.00             |
| 101-41910-410-41340   | Disability Insurance           | \$75.91             | \$81.05             | \$50.00             | \$80.00              |
| 101-41910-410-41420   | Unemployment                   | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-41910-410-41510   | Workers Compensation Insurance | \$132.25            | \$154.39            | \$133.00            | \$139.00             |
| 101-41910-410-42010   | Office Supplies                | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-41910-410-42030   | Printed Forms                  | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-41910-410-42110   | General Supplies               | \$0.00              | \$579.99            | \$0.00              | \$0.00               |
| 101-41910-410-43090   | Expert & Professional Services | \$11,347.20         | \$1,422.65          | \$13,000.00         | \$13,000.00          |
| 101-41910-410-43140   | Training & Education           | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-41910-410-43220   | Postage                        | \$13.70             | \$40.42             | \$450.00            | \$200.00             |
| 101-41910-410-43610   | Insurance & Bonds              | \$172.96            | \$285.57            | \$425.00            | \$300.00             |
| 101-41910-410-44330   | Dues and Subscriptions         | \$219.12            | \$219.12            | \$150.00            | \$220.00             |
|                       | <b>Planning Expense Totals</b> | <b>\$32,928.90</b>  | <b>\$24,434.40</b>  | <b>\$36,107.00</b>  | <b>\$36,763.00</b>   |

City of Lauderdale

General Government Buildings Expenses

2022

| Account Number      | Description  | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|--|--------------|--------------|--------------|---------------|
| 101-41940-410-42110 | General Supplies                                   | \$1,128.31   | \$626.77     | \$1,200.00   | \$1,000.00    |
| 101-41940-410-42230 | Building Repair Supplies                           | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41940-410-42410 | Minor Equipment & Tools                            | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41940-410-43090 | Expert & Professional Services                     | \$0.00       | \$0.00       | \$0.00       | \$2,000.00    |
| 101-41940-410-43210 | Telephone & Telegraph                              | \$2,014.00   | \$1,023.46   | \$2,200.00   | \$1,500.00    |
| 101-41940-410-43250 | Other Communications                               | \$5,849.40   | \$1,886.03   | \$6,000.00   | \$5,500.00    |
| 101-41940-410-43610 | Insurance & Bonds                                  | \$8,181.97   | \$9,429.47   | \$8,500.00   | \$9,000.00    |
| 101-41940-410-43810 | Electric Utilities                                 | \$2,472.08   | \$1,823.81   | \$3,000.00   | \$2,000.00    |
| 101-41940-410-43820 | Water Utilities                                    | \$45.60      | \$576.40     | \$500.00     | \$500.00      |
| 101-41940-410-43830 | Gas Utilities                                      | \$2,783.69   | \$1,620.84   | \$3,000.00   | \$2,000.00    |
| 101-41940-410-43840 | Refuse Disposal                                    | \$5,980.71   | \$6,583.06   | \$6,200.00   | \$6,500.00    |
| 101-41940-410-43850 | Sewer Utilities                                    | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41940-410-44010 | Building Maintenance                               | \$664.98     | \$905.56     | \$1,000.00   | \$1,000.00    |
| 101-41940-410-44040 | Vehicle/Equipment Repairs                          | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41940-410-44160 | Rents & Leases                                     | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 101-41940-410-45700 | Office Equipment & Furniture                       | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
|                     | <b>General Government Buildings Expense Totals</b> | \$29,120.74  | \$24,475.40  | \$31,600.00  | \$31,000.00   |

City of Lauderdale  
 Public Safety Expenses  
 2022

| Account Number                      | Description            | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed       |
|-------------------------------------|------------------------|---------------------|---------------------|---------------------|---------------------|
| 101-42100-420-43100                 | Dispatch Services      | \$15,670.46         | \$15,191.50         | \$12,350.00         | \$9,000.00          |
| 101-42100-420-43110                 | Police Contract        | \$713,204.00        | \$747,071.00        | \$773,471.00        | \$802,283.00        |
| 101-42100-420-44370                 | Miscellaneous Charges  | \$188.64            | \$189.12            | \$200.00            | \$5,400.00          |
| 101-42220-420-43120                 | Fire Contract          | \$21,458.39         | \$58,623.89         | \$75,000.00         | \$76,875.00         |
| 101-42220-420-43125                 | Fire Calls/Inspections | \$20,748.63         | \$5,949.88          | \$0.00              | \$0.00              |
| 101-42220-420-44370                 | Miscellaneous Charges  | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| <b>Public Safety Expense Totals</b> |                        | <b>\$771,270.12</b> | <b>\$827,025.39</b> | <b>\$861,021.00</b> | <b>\$893,558.00</b> |

City of Lauderdale

Building Inspections Expenses

2022

| Account Number      | Description                                | 2019 Actuals       | 2020 Actuals       | 2021 Adopted       | 2022 Proposed      |
|---------------------|--|--------------------|--------------------|--------------------|--------------------|
| 101-42400-420-41010 | Full-time Employees                        | \$32,902.51        | \$34,534.22        | \$34,678.00        | \$10,410.00        |
| 101-42400-420-41020 | Overtime                                   | \$233.43           | \$120.22           | \$0.00             | \$0.00             |
| 101-42400-420-41210 | PERA                                       | \$2,477.78         | \$2,569.38         | \$1,843.00         | \$781.00           |
| 101-42400-420-41220 | FICA                                       | \$2,300.64         | \$2,389.85         | \$1,523.00         | \$645.00           |
| 101-42400-420-41225 | Medicare                                   | \$538.17           | \$558.94           | \$356.00           | \$151.00           |
| 101-42400-420-41250 | Deferred Compensation                      | \$2,854.65         | \$3,072.83         | \$3,000.00         | \$225.00           |
| 101-42400-420-41310 | Health Insurance                           | \$1,835.54         | \$1,921.70         | \$1,878.00         | \$1,823.00         |
| 101-42400-420-41320 | Dental Insurance                           | \$185.72           | \$185.71           | \$185.00           | \$50.00            |
| 101-42400-420-41330 | Life Insurance                             | \$510.08           | \$447.46           | \$510.00           | \$60.00            |
| 101-42400-420-41340 | Disability Insurance                       | \$110.76           | \$117.00           | \$115.00           | \$65.00            |
| 101-42400-420-41420 | Unemployment                               | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-41510 | Workers Compensation Insurance             | \$1,129.35         | \$1,315.46         | \$1,130.00         | \$83.00            |
| 101-42400-420-42030 | Printed Forms                              | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-42110 | General Supplies                           | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-43040 | Legal Fees                                 | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-43090 | Expert & Professional Services             | \$2,119.32         | \$3,844.93         | \$2,500.00         | \$30,000.00        |
| 101-42400-420-43140 | Training & Education                       | \$1,300.00         | \$675.00           | \$1,000.00         | \$0.00             |
| 101-42400-420-43220 | Postage                                    | \$371.10           | \$255.90           | \$350.00           | \$0.00             |
| 101-42400-420-43310 | Travel Expense                             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-43510 | Legal Notices Publishing                   | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-43610 | Insurance & Bonds                          | \$231.44           | \$382.12           | \$250.00           | \$250.00           |
| 101-42400-420-44040 | Vehicle/Equipment Repairs                  | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-44160 | Rents & Leases                             | \$0.00             | \$0.00             | \$0.00             | \$0.00             |
| 101-42400-420-44330 | Dues & Subscriptions                       | \$0.00             | \$35.00            | \$100.00           | \$0.00             |
| 101-42400-420-44370 | Miscellaneous Charges                      | \$1,320.00         | \$400.00           | \$1,000.00         | \$0.00             |
| 101-42400-420-44380 | Building Permit Surcharges                 | \$968.71           | \$1,124.72         | \$1,000.00         | \$1,000.00         |
|                     | <b>Building Inspections Expense Totals</b> | <b>\$51,389.20</b> | <b>\$53,950.44</b> | <b>\$51,418.00</b> | <b>\$45,543.00</b> |

**City of Lauderdale  
Public Works Expenses  
2022**

| <b>Account Number</b> | <b>Description</b>             | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|--------------------------------|---------------------|---------------------|---------------------|----------------------|
| 101-43121-430-41010   | Full-time Employees            | \$36,866.72         | \$36,162.37         | \$37,002.00         | \$37,225.00          |
| 101-43121-430-41020   | Overtime                       | \$839.39            | \$343.86            | \$0.00              | \$0.00               |
| 101-43121-430-41040   | Temporary Employees            | \$0.00              | \$0.00              | \$6,000.00          | \$0.00               |
| 101-43121-430-41190   | Other Pay                      | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-43121-430-41210   | PERA                           | \$2,669.51          | \$2,711.66          | \$3,225.00          | \$2,792.00           |
| 101-43121-430-41220   | FICA                           | \$2,753.82          | \$2,650.68          | \$2,666.00          | \$2,308.00           |
| 101-43121-430-41225   | Medicare                       | \$644.00            | \$619.86            | \$624.00            | \$540.00             |
| 101-43121-430-41250   | Deferred Compensation          | \$5,234.79          | \$5,551.37          | \$5,195.00          | \$6,000.00           |
| 101-43121-430-41250   | Deferred Compensation          | \$498.75            | \$513.76            | \$500.00            | \$700.00             |
| 101-43121-430-41310   | Health Insurance               | \$92.79             | \$92.80             | \$94.00             | \$100.00             |
| 101-43121-430-41320   | Dental Insurance               | \$458.33            | \$408.31            | \$460.00            | \$460.00             |
| 101-43121-430-41330   | Life Insurance                 | \$148.51            | \$152.99            | \$150.00            | \$150.00             |
| 101-43121-430-41340   | Disability Insurance           | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-43121-430-41420   | Unemployment                   | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-43121-430-41510   | Workers Compensation Insurance | \$1,809.26          | \$2,234.75          | \$1,921.00          | \$1,712.00           |
| 101-43121-430-42110   | General Supplies               | \$821.33            | \$152.30            | \$1,000.00          | \$500.00             |
| 101-43121-430-42120   | Motor Fuels                    | \$3,169.17          | \$3,277.68          | \$3,100.00          | \$3,200.00           |
| 101-43121-430-42130   | Lubricants & Additives         | \$0.00              | \$85.92             | \$100.00            | \$0.00               |
| 101-43121-430-42160   | Chemicals & Chemical Products  | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-43121-430-42170   | Safety Equipment               | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-43121-430-42210   | Vehicle/Equipment Parts        | \$427.89            | \$199.57            | \$500.00            | \$300.00             |
| 101-43121-430-42220   | Tires                          | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-43121-430-42240   | Street Maintenance Materials   | \$191.15            | \$20.44             | \$0.00              | \$0.00               |
| 101-43121-430-42410   | Minor Equipment & Tools        | \$0.00              | \$0.00              | \$500.00            | \$0.00               |
| 101-43121-430-42420   | Minor Computer Equipment       | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-43121-430-43030   | Engineering Fees               | \$14,891.50         | \$3,829.50          | \$5,000.00          | \$2,000.00           |
| 101-43121-430-43090   | Expert & Professional Services | \$22,844.52         | \$13,521.73         | \$20,000.00         | \$15,000.00          |
| 101-43121-430-43095   | Tree Trimming and Removal      | \$8,025.00          | \$22,730.00         | \$10,000.00         | \$9,000.00           |
| 101-43121-430-43140   | Training & Education           | \$430.00            | \$450.00            | \$500.00            | \$500.00             |
| 101-43121-430-43210   | Telephone & Telegraph          | \$0.00              | \$0.00              | \$0.00              | \$0.00               |



|                     |                                    |              |              |              |             |             |
|---------------------|------------------------------------|--------------|--------------|--------------|-------------|-------------|
| 101-43121-430-43250 | Other Communications               | \$0.00       | \$0.00       | \$0.00       | \$0.00      | \$0.00      |
| 101-43121-430-43310 | Travel Expense                     | \$0.00       | \$0.00       | \$0.00       | \$0.00      | \$0.00      |
| 101-43121-430-43610 | Insurance & Bonds                  | \$783.54     | \$1,057.12   | \$900.00     | \$1,000.00  | \$1,000.00  |
| 101-43121-430-44010 | Building Maintenance               | \$0.00       | \$0.00       | \$0.00       | \$0.00      | \$0.00      |
| 101-43121-430-44040 | Vehicle/Equipment Repairs          | \$1,793.08   | \$9,966.18   | \$2,000.00   | \$2,000.00  | \$2,000.00  |
| 101-43121-430-44160 | Rents & Leases                     | \$0.00       | \$0.00       | \$0.00       | \$0.00      | \$0.00      |
| 101-43121-430-44330 | Dues & Subscriptions               | \$0.00       | \$25.00      | \$0.00       | \$0.00      | \$0.00      |
| 101-43121-430-44390 | Taxes & Licenses                   | \$0.00       | \$38.50      | \$50.00      | \$0.00      | \$0.00      |
| 101-43121-430-45400 | Machinery & Equipment              | \$0.00       | \$0.00       | \$0.00       | \$0.00      | \$0.00      |
|                     | <b>Public Works Expense Totals</b> | \$105,393.05 | \$106,796.35 | \$101,487.00 | \$85,487.00 | \$85,487.00 |

City of Lauderdale  
 Street Lighting Expenses  
 2022

| Account Number      | Description                           | 2019 Actuals      | 2020 Actuals      | 2021 Adopted      | 2022 Proposed     |
|---------------------|---------------------------------------|-------------------|-------------------|-------------------|-------------------|
| 101-43160-430-43810 | Electric Utilities                    | \$6,124.49        | \$6,041.16        | \$6,000.00        | \$6,000.00        |
| 101-43160-430-44040 | Vehicle/Equipment Repairs             | \$0.00            | \$0.00            | \$0.00            | \$0.00            |
|                     | <b>Street Lighting Expense Totals</b> | <b>\$6,124.49</b> | <b>\$6,041.16</b> | <b>\$6,000.00</b> | <b>\$6,000.00</b> |

**City of Lauderdale  
Parks & Recreation Expenses  
2022**

| <b>Account Number</b> | <b>Description</b>             | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|--------------------------------|---------------------|---------------------|---------------------|----------------------|
| 101-45200-450-41010   | Full-time Employees            | \$52,457.36         | \$50,717.33         | \$52,157.00         | \$66,830.00          |
| 101-45200-450-41020   | Overtime                       | \$1,101.55          | \$345.32            | \$0.00              | \$0.00               |
| 101-45200-450-41040   | Temporary Employees            | \$7,665.00          | \$1,731.00          | \$12,000.00         | \$6,000.00           |
| 101-45200-450-41190   | Other Pay                      | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-41210   | PERA                           | \$3,717.13          | \$3,794.11          | \$4,362.00          | \$5,012.00           |
| 101-45200-450-41220   | FICA                           | \$4,119.43          | \$3,626.99          | \$3,978.00          | \$4,515.00           |
| 101-45200-450-41225   | Medicare                       | \$963.31            | \$848.26            | \$930.00            | \$1,056.00           |
| 101-45200-450-41250   | Deferred Compensation          | \$5,204.00          | \$5,449.17          | \$5,250.00          | \$7,000.00           |
| 101-45200-450-41310   | Health Insurance               | \$3,878.58          | \$4,152.14          | \$3,900.00          | \$5,000.00           |
| 101-45200-450-41320   | Dental Insurance               | \$185.82            | \$185.87            | \$187.00            | \$500.00             |
| 101-45200-450-41330   | Life Insurance                 | \$365.86            | \$370.74            | \$367.00            | \$500.00             |
| 101-45200-450-41340   | Disability Insurance           | \$246.82            | \$259.79            | \$250.00            | \$338.00             |
| 101-45200-450-41420   | Unemployment                   | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-41510   | Workers Compensation Insurance | \$1,654.27          | \$1,846.72          | \$1,588.00          | \$2,057.00           |
| 101-45200-450-42030   | Printed Forms                  | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42110   | General Supplies               | \$1,028.87          | \$251.22            | \$1,000.00          | \$500.00             |
| 101-45200-450-42115   | Meeting                        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42120   | Motor Fuels                    | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42160   | Chemicals & Chemical Products  | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42210   | Vehicle/Equipment Parts        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42220   | Tires                          | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42230   | Building Repair Supplies       | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42410   | Minor Equipment & Tools        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 101-45200-450-42990   | Merchandise for Resale         | \$0.00              | \$926.60            | \$0.00              | \$1,000.00           |
| 101-45200-450-43090   | Expert & Professional Services | \$470.00            | \$2,597.40          | \$0.00              | \$1,000.00           |
| 101-45200-450-43130   | Community Events               | \$4,048.81          | \$654.32            | \$500.00            | \$2,000.00           |
| 101-45200-450-43140   | Training & Education           | \$0.00              | \$0.00              | \$0.00              | \$0.00               |

|                     |  |                    |                    |                    |                     |
|---------------------|--|--------------------|--------------------|--------------------|---------------------|
| 101-45200-450-43210 | Telephone & Telegraph                        | \$0.00             | \$0.00             | \$0.00             | \$0.00              |
| 101-45200-450-43310 | Travel Expense                               | \$0.00             | \$0.00             | \$0.00             | \$0.00              |
| 101-45200-450-43610 | Insurance & Bonds                            | \$432.09           | \$713.41           | \$500.00           | \$800.00            |
| 101-45200-450-43810 | Electric Utilities                           | \$497.12           | \$526.21           | \$550.00           | \$500.00            |
| 101-45200-450-43820 | Water Utilities                              | \$765.49           | \$293.37           | \$800.00           | \$500.00            |
| 101-45200-450-43830 | Gas Utilities                                | \$496.69           | \$448.37           | \$600.00           | \$500.00            |
| 101-45200-450-43840 | Refuse Disposal                              | \$0.00             | \$0.00             | \$0.00             | \$0.00              |
| 101-45200-450-44010 | Building Maintenance                         | \$0.00             | \$0.00             | \$0.00             | \$0.00              |
| 101-45200-450-44040 | Vehicle/Equipment Repairs                    | \$0.00             | \$0.00             | \$0.00             | \$0.00              |
| 101-45200-450-44160 | Rents & Leases                               | \$1,642.60         | \$1,370.06         | \$1,700.00         | \$1,500.00          |
| 101-45200-450-44382 | Recreation Programs                          | \$1,924.00         | \$0.00             | \$1,500.00         | \$1,000.00          |
| 101-45200-450-45200 | Building & Improvements                      | \$0.00             | \$0.00             | \$0.00             | \$0.00              |
|                     | <b>Parks &amp; Recreation Expense Totals</b> | <b>\$92,864.80</b> | <b>\$81,108.40</b> | <b>\$92,119.00</b> | <b>\$108,108.00</b> |

City of Lauderdale  
 Economic Development Expenses  
 2022

| Account Number      | Description                                | 2019 Actuals      | 2020 Actuals      | 2021 Adopted      | 2022 Proposed     |
|---------------------|--|-------------------|-------------------|-------------------|-------------------|
| 101-46500-462-43090 | Expert & Professional Services             | \$1,225.00        | \$4,651.25        | \$4,000.00        | \$3,000.00        |
| 101-46500-462-44370 | Miscellaneous Charges                      | \$0.00            | \$0.00            | \$0.00            | \$0.00            |
|                     | <b>Economic Development Expense Totals</b> | <b>\$1,225.00</b> | <b>\$4,651.25</b> | <b>\$4,000.00</b> | <b>\$3,000.00</b> |

City of Lauderdale  
 Miscellaneous Unallocated Expenses  
 2022

| Account Number                                   | Description   | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|--|---------------|--------------|--------------|--------------|---------------|
| 101-49200-410-48100                              | Contingencies | \$0.00       | \$0.00       | \$8,000.00   | \$5,000.00    |
| <b>Miscellaneous Unallocated Expenses Totals</b> |               | \$0.00       | \$0.00       | \$8,000.00   | \$5,000.00    |

City of Lauderdale  
 Other Financing Uses  
 2022

| Account Number      | Description                        | 2019 Actuals   | 2020 Actuals   | 2021 Adopted   | 2022 Proposed  |
|---------------------|------------------------------------|----------------|----------------|----------------|----------------|
| 101-49300-410-47200 | Transfer Out                       | \$38,000.00    | \$38,000.00    | \$0.00         | \$0.00         |
| 101-49300-410-47200 | Coronavirus Costs                  | \$0.00         | \$38,468.66    | \$0.00         | \$0.00         |
|                     | <b>Other Financing Uses Totals</b> | \$38,000.00    | \$76,468.66    | \$0.00         | \$0.00         |
|                     | <b>TOTAL GENERAL FUND EXPENSES</b> | \$1,436,895.02 | \$1,555,275.01 | \$1,508,349.00 | \$1,556,692.00 |

**City of Lauderdale  
Communications  
2022**

| <b>Account Number</b> | <b>Description</b>                  | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|-------------------------------------|---------------------|---------------------|---------------------|----------------------|
| 226-00000-410-31810   | Franchise Tax                       | \$18,118.76         | \$17,161.24         | \$19,000.00         | \$18,000.00          |
| 226-00000-410-31810   | Coronavirus Relief Funds            | \$0.00              | \$525.00            | \$0.00              | \$0.00               |
| 226-00000-410-33423   | Interest on Investments             | \$297.91            | \$145.21            | \$100.00            | \$200.00             |
|                       | <b>Communications Revenue Total</b> | \$18,416.67         | \$17,831.45         | \$19,100.00         | \$18,200.00          |

| <b>Account Number</b> | <b>Description</b>                   | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|--------------------------------------|---------------------|---------------------|---------------------|----------------------|
| 226-00000-410-36210   | Full-time Employees                  | \$6,615.45          | \$6,910.52          | \$7,063.00          | \$7,275.00           |
| 226-49840-410-41010   | PERA                                 | \$494.05            | \$514.38            | \$530.00            | \$546.00             |
| 226-49840-410-41210   | FICA                                 | \$419.29            | \$435.94            | \$438.00            | \$451.00             |
| 226-49840-410-41220   | Medicare                             | \$98.01             | \$101.94            | \$102.00            | \$105.00             |
| 226-49840-410-41225   | Deferred Compensation                | \$136.23            | \$133.25            | \$150.00            | \$165.00             |
| 226-49840-410-41250   | Health Insurance                     | \$1,132.37          | \$1,234.67          | \$1,157.00          | \$1,197.00           |
| 226-49840-410-41310   | Dental Insurance                     | \$46.43             | \$46.44             | \$50.00             | \$50.00              |
| 226-49840-410-41320   | Life Insurance                       | \$25.73             | \$33.21             | \$30.00             | \$30.00              |
| 226-49840-410-41330   | Disability Insurance                 | \$34.15             | \$36.86             | \$35.00             | \$40.00              |
| 226-49840-410-41340   | Workers Compensation Insurance       | \$55.64             | \$65.73             | \$57.00             | \$58.00              |
| 226-49840-410-41510   | Office Supplies                      | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 226-49840-410-42010   | Computer Supplies                    | \$650.00            | \$650.00            | \$0.00              | \$35,000.00          |
| 226-49840-410-42020   | Special Programs                     | \$3,493.70          | \$5,359.13          | \$3,500.00          | \$4,500.00           |
| 226-49840-410-43130   | Rents & Leases                       | \$0.00              | \$0.00              | \$5,000.00          | \$0.00               |
| 226-49840-410-44160   | Cable Franchise Fee                  | \$0.00              | \$2,212.13          | \$0.00              | \$5,000.00           |
| 226-49840-410-44330   | Miscellaneous Charges                | \$5,583.86          | \$2,255.59          | \$100.00            | \$0.00               |
|                       | <b>Communications Expense Totals</b> | \$18,784.91         | \$19,989.79         | \$18,212.00         | \$54,417.00          |



**City of Lauderdale  
Recycling  
2022**

| <b>Account Number</b> | <b>Description</b>              | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|---------------------------------|---------------------|---------------------|---------------------|----------------------|
| 227-00000-410-33620   | County Grants                   | \$5,742.00          | \$5,806.00          | \$5,900.00          | \$6,118.00           |
| 227-00000-430-33620   | Special Assessments - County    | \$46,152.98         | \$39,462.61         | \$48,699.00         | \$55,419.00          |
| 227-00000-430-36101   | Penalties & Interest            | \$103.20            | \$95.57             | \$0.00              | \$0.00               |
| 227-00000-430-36102   | Interest on Investments         | \$1,862.59          | \$805.84            | \$1,200.00          | \$800.00             |
|                       | <b>Recycling Revenue Totals</b> | \$53,860.77         | \$46,170.02         | \$55,799.00         | \$62,337.00          |

| <b>Account Number</b> | <b>Description</b>              | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|---------------------------------|---------------------|---------------------|---------------------|----------------------|
| 227-43245-430-41010   | Full-time Employees             | \$17,108.72         | \$17,754.21         | \$18,145.00         | \$18,689.00          |
| 227-43245-430-41010   | PERA                            | \$1,277.52          | \$1,321.21          | \$1,361.00          | \$1,402.00           |
| 227-43245-430-41210   | FICA                            | \$1,085.80          | \$1,120.85          | \$1,125.00          | \$1,159.00           |
| 227-43245-430-41220   | Medicare                        | \$253.96            | \$262.18            | \$263.00            | \$271.00             |
| 227-43245-430-41225   | Deferred Compensation           | \$318.09            | \$299.28            | \$330.00            | \$360.00             |
| 227-43245-430-41250   | Health Insurance                | \$6,105.19          | -\$104.03           | \$2,925.00          | \$3,010.00           |
| 227-43245-430-41310   | Dental Insurance                | \$116.04            | \$116.11            | \$120.00            | \$130.00             |
| 227-43245-430-41320   | Life Insurance                  | \$87.45             | \$117.24            | \$90.00             | \$100.00             |
| 227-43245-430-41330   | Disability Insurance            | \$85.26             | \$92.36             | \$90.00             | \$105.00             |
| 227-43245-430-41340   | Unemployment                    | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 227-43245-430-41420   | Workers Compensation Insurance  | \$143.97            | \$168.85            | \$145.00            | \$150.00             |
| 227-43245-430-41510   | General Supplies                | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 227-43245-430-42110   | Meeting                         | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 227-43245-430-42115   | Recycling Contractor            | \$35,176.90         | \$42,319.82         | \$39,869.00         | \$40,616.00          |
| 227-43245-430-43130   | Advertising - Other             | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 227-43245-430-43430   | Dues and Subscriptions          | \$330.50            | \$333.00            | \$350.00            | \$350.00             |
| 227-43245-430-44330   | Interest on Investments         | \$0.00              | \$0.00              | \$0.00              | \$50.00              |
|                       | <b>Recycling Expense Totals</b> | \$62,089.40         | \$63,801.08         | \$64,813.00         | \$66,392.00          |

City of Lauderdale  
 ARPA Funds  
 2022

| Account Number      | Description                | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|----------------------------|--------------|--------------|--------------|---------------|
| 228-00000-410-36210 | Interest on Investments    | \$0.00       | \$0.00       | \$0.00       | \$50.00       |
|                     | <b>ARPA Revenue Totals</b> | \$0.00       | \$0.00       | \$0.00       | \$50.00       |

City of Lauderdale  
GO TIF Revenue Bonds 2018A  
2022

| Account Number        | Description                                | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed        |
|-----------------------|--|---------------------|---------------------|---------------------|----------------------|
| 305-00000-462-36210   | Interest on Investments                    | \$632.00            | \$11.00             | \$500.00            | \$300.00             |
| 305-00000-462-39200   | Transfer In                                | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
|                       | <b>GO TIF Revenue Bonds 2018A Revenue</b>  | \$632.00            | \$11.00             | \$500.00            | \$300.00             |
| <b>Account Number</b> | <b>Description</b>                         | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
| 305-47000-462-39300   | Bond Proceeds                              | \$475.00            | \$0.00              | \$475.00            | \$475.00             |
| 305-47000-462-43090   | Professional Services                      | \$0.00              | \$475.00            | \$0.00              | \$0.00               |
| 305-47000-462-44370   | Miscellaneous Charges                      | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 305-47000-462-47110   | Bond Principal                             | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 305-47000-462-47210   | Bond Interest                              | \$31,565.63         | \$25,252.50         | \$25,253.00         | \$4,141.00           |
|                       | <b>GO TIF Revenue Bonds 2018A Expenses</b> | \$32,040.63         | \$25,727.50         | \$25,728.00         | \$4,616.00           |

City of Lauderdale  
GO Improvement Bonds 2019A  
2022

| Account Number      | Description                                | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed       |
|---------------------|--|---------------------|---------------------|---------------------|---------------------|
| 306-00000-430-36210 | Interest on Investments                    | \$477.00            | \$1,187.00          | \$300.00            | \$400.00            |
| 306-00000-450-36210 | Special Assessments - County               | \$88,129.50         | \$62,302.10         | \$42,451.00         | \$42,451.00         |
| 306-00000-450-36101 | Penalties and Interest                     | \$0.00              | \$14,126.25         | \$15,856.00         | \$14,094.00         |
| 306-00000-450-36102 | Delinquent Special Assessments             | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
| 306-00000-462-39200 | Transfer In                                | \$0.00              | \$67,769.00         | \$67,956.00         | \$68,143.00         |
| 306-00000-462-39300 | Bond Proceeds                              | \$12,989.58         | \$0.00              | \$0.00              | \$0.00              |
|                     | <b>GO Improvement Bonds 2019A Revenue</b>  | <b>\$101,596.08</b> | <b>\$145,384.35</b> | <b>\$126,563.00</b> | <b>\$125,088.00</b> |
|                     |  |                     |                     |                     |                     |
| Account Number      | Description                                | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed       |
| 306-47000-462-39300 | Professional Services                      | \$0.00              | \$0.00              | \$475.00            | \$475.00            |
| 306-47000-462-43090 | Miscellaneous Charges                      | \$0.00              | \$475.00            | \$0.00              | \$0.00              |
| 306-47000-462-44370 | Bond Principal                             | \$0.00              | \$0.00              | \$100,000.00        | \$100,000.00        |
| 306-47000-462-47110 | Bond Interest                              | \$0.00              | \$23,864.58         | \$21,000.00         | \$19,500.00         |
| 306-47000-462-47210 | Other State Grants & Aids                  | \$0.00              | \$0.00              | \$0.00              | \$0.00              |
|                     | <b>GO Improvement Bonds 2019A Expenses</b> | <b>\$0.00</b>       | <b>\$24,339.58</b>  | <b>\$121,475.00</b> | <b>\$119,975.00</b> |

City of Lauderdale  
 General Capital  
 2022

| Account Number      | Description                    | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|--------------------------------|--------------|--------------|--------------|---------------|
| 401-00000-410-33422 | Other Miscellaneous Revenue    | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 401-00000-410-36200 | Interest on Investments        | \$2,730.53   | \$1,658.00   | \$1,500.00   | \$1,500.00    |
| 401-00000-410-36210 | Project Reimbursement          | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 401-00000-410-36280 | Transfer In                    | \$32,000.00  | \$0.00       | \$0.00       | \$0.00        |
| 401-00000-410-39200 | Miscellaneous Charges          | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
|                     | <b>General Capital Revenue</b> | \$34,730.53  | \$1,658.00   | \$1,500.00   | \$1,500.00    |

| Account Number      | Description                     | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|---------------------------------|--------------|--------------|--------------|---------------|
| 401-41940-410-44370 | Building & Improvements         | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 401-41940-410-45200 | Improvements Other Than Bldgs   | \$0.00       | \$0.00       | \$20,000.00  | \$0.00        |
| 401-41940-410-45300 | Machinery & Equipment           | \$0.00       | \$0.00       | \$15,000.00  | \$0.00        |
| 401-41940-410-45400 | Vehicles                        | \$0.00       | \$0.00       | \$0.00       | \$40,000.00   |
| 401-41940-410-45500 | Transfer Out                    | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 401-41940-410-47200 | Land                            | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 401-43100-430-45000 | MSA Construction                | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
|                     | <b>General Capital Expenses</b> | \$0.00       | \$0.00       | \$35,000.00  | \$40,000.00   |

City of Lauderdale  
 Street Capital  
 2022

| Account Number      | Description                   | 2019 Actuals   | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|-------------------------------|----------------|--------------|--------------|---------------|
| 403-00000-430-33419 | Other State Grants & Aids     | \$0.00         | \$0.00       | \$0.00       | \$0.00        |
| 403-00000-430-33422 | Special Assessment - County   | \$0.00         | \$0.00       | \$0.00       | \$0.00        |
| 403-00000-430-36101 | Penalties & Interest          | \$0.00         | \$0.00       | \$0.00       | \$0.00        |
| 403-00000-430-36102 | Other Miscellaneous Revenue   | \$753,331.66   | \$33,199.06  | \$0.00       | \$0.00        |
| 403-00000-430-36200 | Interest on Investments       | \$23,086.19    | \$5,558.01   | \$4,000.00   | \$4,000.00    |
| 403-00000-430-36210 | Transfer In                   | \$0.00         | \$0.00       | \$0.00       | \$0.00        |
| 403-47000-430-39300 | Bond Proceeds                 | \$987,010.42   | \$0.00       | \$0.00       | \$0.00        |
| 403-47000-430-39320 | Bond Premium                  | \$23,332.00    | \$0.00       | \$0.00       | \$0.00        |
|                     | <b>Street Capital Revenue</b> | \$1,786,760.27 | \$38,757.07  | \$4,000.00   | \$4,000.00    |

| Account Number      | Description                    | 2019 Actuals   | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|--------------------------------|----------------|--------------|--------------|---------------|
| 403-00000-430-39200 | Engineering Fees               | \$352,591.63   | \$53,704.33  | \$0.00       | \$0.00        |
| 403-43121-430-43030 | Improvements Other Than Bldgs  | \$2,146,966.55 | \$59,504.87  | \$0.00       | \$0.00        |
| 403-43121-430-45300 | Transfer Out                   | \$0.00         | \$0.00       | \$0.00       | \$0.00        |
| 403-47000-430-39320 | Issuance Costs                 | \$35,750.00    | \$0.00       | \$0.00       | \$0.00        |
|                     | <b>Street Capital Expenses</b> | \$2,535,308.18 | \$113,209.20 | \$0.00       | \$0.00        |

City of Lauderdale  
 Park Capital  
 2022

| Account Number      | Description                   | 2019 Actuals | 2020 Actuals | 2021 Adopted | 2022 Proposed |
|---------------------|-------------------------------|--------------|--------------|--------------|---------------|
| 404-00000-450-33422 | Ramsey County Grant           | \$0.00       | \$115,000.00 | \$0.00       | \$0.00        |
| 404-00000-450-36200 | Other Miscellaneous Revenue   | \$5,580.03   | \$3,092.98   | \$4,000.00   | \$3,000.00    |
| 404-00000-450-36210 | Interest on Investments       | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 404-00000-450-36230 | Contributions & Donations     | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 404-00000-450-36250 | Parkland Fees                 | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 404-00000-450-39200 | Transfer In                   | \$5,580.03   | \$118,092.98 | \$4,000.00   | \$3,000.00    |
|                     | <b>Park Capital Revenue</b>   |              |              |              |               |
| 404-45200-450-42410 | Minor Equipment & Tools       | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 404-45200-450-42410 | Engineering Fees              | \$1,231.75   | \$1,295.00   | \$0.00       | \$0.00        |
| 404-45200-450-43030 | Building & Improvements       | \$0.00       | \$0.00       | \$7,500.00   | \$0.00        |
| 404-45200-450-45200 | Improvements Other Than Bldgs | \$0.50       | \$42,286.00  | \$0.00       | \$0.00        |
| 404-45200-450-45300 | Machinery & Equipment         | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 404-45200-450-45400 | Transfer Out                  | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
| 404-45200-450-47200 | Interest on Investments       | \$0.00       | \$0.00       | \$0.00       | \$0.00        |
|                     | <b>Park Capital Expenses</b>  | \$1,232.25   | \$43,581.00  | \$7,500.00   | \$0.00        |

City of Lauderdale  
Development  
2022

| Account Number        | Description                  | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed        |
|-----------------------|------------------------------|---------------------|---------------------|---------------------|----------------------|
| 414-00000-462-36200   | Other Miscellaneous Revenue  | \$0.00              | \$4,970.00          | \$0.00              | \$0.00               |
| 414-00000-462-36210   | Interest on Investments      | \$6,703.51          | \$4,140.65          | \$4,000.00          | \$2,000.00           |
| 414-00000-462-36230   | Donations                    | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 414-00000-462-39200   | Transfer In                  | \$38,000.00         | \$38,000.00         | \$0.00              | \$0.00               |
|                       | <b>Development Revenue</b>   | \$44,703.51         | \$47,110.65         | \$4,000.00          | \$2,000.00           |
| <b>Account Number</b> | <b>Description</b>           | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
| 414-00000-462-39200   | Miscellaneous Charges        | \$1,556.04          | \$4,085.31          | \$0.00              | \$0.00               |
| 414-46500-462-44370   | Improvements Other Buildings | \$703.51            | \$0.00              | \$0.00              | \$0.00               |
| 414-46500-462-45300   | Transfer Out                 | \$0.00              | \$67,769.00         | \$67,956.00         | \$68,143.00          |
| 414-46500-462-47200   | Other Miscellaneous Revenue  | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
|                       | <b>Development Expenses</b>  | \$2,259.55          | \$71,854.31         | \$67,956.00         | \$68,143.00          |



City of Lauderdale  
Housing Development  
2022

| Account Number        | Description                         | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed        |
|-----------------------|-------------------------------------|---------------------|---------------------|---------------------|----------------------|
| 415-00000-461-36200   | Other Miscellaneous Revenue         | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 415-00000-461-36210   | Interest on Investments             | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 415-00000-461-39200   | Transfer In                         | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 415-00000-461-39310   | Gain on Sale                        | \$10,412.00         | \$0.00              | \$0.00              | \$0.00               |
|                       | <b>Housing Development Revenue</b>  | \$10,412.00         | \$0.00              | \$0.00              | \$0.00               |
| <b>Account Number</b> | <b>Description</b>                  | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
| 415-46310-461-44370   | Taxes and Licenses                  | \$115.00            | \$0.00              | \$0.00              | \$0.00               |
| 415-46310-461-44390   | Land                                | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 415-46310-461-45100   | Tax Increment                       | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
|                       | <b>Housing Development Expenses</b> | \$115.00            | \$0.00              | \$0.00              | \$0.00               |

City of Lauderdale  
TIF District No. 1-2  
2022

| Account Number        | Description                          | 2019 Actuals        | 2020 Actuals        | 2021 Adopted        | 2022 Proposed        |
|-----------------------|--------------------------------------|---------------------|---------------------|---------------------|----------------------|
| 416-00000-462-31050   | Tax Increment                        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 416-00000-462-36210   | Interest on Investments              | \$1,923.62          | \$80.98             | \$0.00              | \$0.00               |
| 416-00000-462-36210   | Transfer In                          | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
|                       | <b>TIF District No. 1-2 Revenue</b>  | <b>\$1,923.62</b>   | <b>\$80.98</b>      | <b>\$0.00</b>       | <b>\$0.00</b>        |
| <b>Account Number</b> | <b>Description</b>                   | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
| 416-46500-462-44370   | Miscellaneous Charges                | \$2,134.88          | \$529.51            | \$0.00              | \$550.00             |
| 416-46500-462-45300   | Improvements Other Than Bldgs        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 416-46500-462-47200   | Transfer Out                         | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
|                       | <b>TIF District No. 1-2 Expenses</b> | <b>\$2,134.88</b>   | <b>\$529.51</b>     | <b>\$0.00</b>       | <b>\$550.00</b>      |

**City of Lauderdale  
Sanitary Sewer  
2022**

| <b>Account Number</b> | <b>Description</b>            | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|-------------------------------|---------------------|---------------------|---------------------|----------------------|
| 602-00000-000-33422   | Other State Grants and Aids   | \$23,846.00         | \$0.00              | \$0.00              | \$0.00               |
| 602-00000-000-33439   | PERA Pension Other Revenue    | \$96.00             | \$0.00              | \$100.00            | \$0.00               |
| 602-00000-000-36210   | Interest on Investments       | \$20,034.36         | \$10,931.77         | \$16,000.00         | \$8,000.00           |
| 602-00000-000-37210   | Sewer Charges                 | \$308,055.82        | \$304,742.44        | \$285,916.00        | \$285,916.00         |
| 602-00000-000-37290   | Sewer Access Charges          | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 602-00000-000-39101   | Sale of Capital Assets        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 602-00000-000-39110   | Gain on Disposal              | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
|                       | <b>Sanitary Sewer Revenue</b> | <b>\$352,032.18</b> | <b>\$315,674.21</b> | <b>\$302,016.00</b> | <b>\$293,916.00</b>  |

| <b>Account Number</b> | <b>Description</b>             | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|--------------------------------|---------------------|---------------------|---------------------|----------------------|
| 602-00000-000-39110   | Pension Expense                | \$2,256.00          | \$0.00              | \$0.00              | \$0.00               |
| 602-49410-000-41290   | Full-time Employees            | \$55,910.42         | \$56,450.46         | \$56,305.00         | \$52,499.00          |
| 602-49450-000-41010   | Overtime                       | \$886.08            | \$367.92            | \$0.00              | \$0.00               |
| 602-49450-000-41020   | Other Pay                      | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 602-49450-000-41190   | Comp Absences/OPEB             | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 602-49450-000-41195   | PERA                           | \$4,037.37          | \$4,125.96          | \$4,223.00          | \$3,937.00           |
| 602-49450-000-41210   | FICA                           | \$3,951.67          | \$3,890.78          | \$3,491.00          | \$3,255.00           |
| 602-49450-000-41220   | Medicare                       | \$924.15            | \$909.83            | \$816.00            | \$761.00             |
| 602-49450-000-41225   | Deferred Compensation          | \$5,956.24          | \$6,331.84          | \$5,883.00          | \$6,200.00           |
| 602-49450-000-41250   | Health Insurance               | \$2,267.55          | \$2,386.78          | \$2,300.00          | \$2,400.00           |
| 602-49450-000-41310   | Dental Insurance               | \$139.35            | \$139.29            | \$150.00            | \$160.00             |
| 602-49450-000-41320   | Life Insurance                 | \$652.23            | \$589.54            | \$670.00            | \$643.00             |
| 602-49450-000-41330   | Disability Insurance           | \$227.08            | \$234.81            | \$240.00            | \$230.00             |
| 602-49450-000-41340   | Workers Compensation Insurance | \$3,604.71          | \$3,980.17          | \$3,422.00          | \$3,059.00           |
| 602-49450-000-41510   | General Supplies               | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 602-49450-000-42110   | Motor Fuels                    | \$713.37            | \$626.06            | \$800.00            | \$800.00             |
| 602-49450-000-42120   | Lubricants & Additives         | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 602-49450-000-42130   | Safety Equipment               | \$0.00              | \$0.00              | \$0.00              | \$0.00               |

|                     |                                |              |              |              |              |
|---------------------|--------------------------------|--------------|--------------|--------------|--------------|
| 602-49450-000-42170 | Vehicle/Equipment Parts        | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 602-49450-000-42210 | Tires                          | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 602-49450-000-42220 | Street Maintenance Materials   | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 602-49450-000-42240 | Minor Equipment & Tools        | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 602-49450-000-42410 | Auditing & Accounting Services | \$3,939.45   | \$5,295.00   | \$4,000.00   | \$5,000.00   |
| 602-49450-000-43010 | Engineering Fees               | \$0.00       | \$1,316.88   | \$5,000.00   | \$2,000.00   |
| 602-49450-000-43030 | Expert & Professional Services | \$3,835.00   | \$764.70     | \$4,000.00   | \$14,000.00  |
| 602-49450-000-43090 | Training & Education           | \$780.00     | \$390.00     | \$800.00     | \$800.00     |
| 602-49450-000-43140 | Telephone & Telegraph          | \$195.26     | \$197.29     | \$225.00     | \$225.00     |
| 602-49450-000-43210 | Travel Expense                 | \$0.00       | \$0.00       | \$100.00     | \$100.00     |
| 602-49450-000-43310 | Advertising - Other            | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 602-49450-000-43430 | Insurance & Bonds              | \$3,711.00   | \$3,679.15   | \$4,000.00   | \$4,000.00   |
| 602-49450-000-43610 | Water Utilities                | \$87.64      | \$149.85     | \$150.00     | \$200.00     |
| 602-49450-000-43820 | Sewer - Met Council            | \$160,917.60 | \$157,690.56 | \$150,798.00 | \$139,376.00 |
| 602-49450-000-43850 | Vehicle/Equipment Repairs      | \$0.00       | \$0.00       | \$1,000.00   | \$1,000.00   |
| 602-49450-000-44040 | Laundry Services               | \$667.92     | \$327.20     | \$700.00     | \$700.00     |
| 602-49450-000-44060 | Rents & Leases                 | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 602-49450-000-44160 | Depreciation                   | \$56,573.00  | \$56,573.00  | \$0.00       | \$0.00       |
| 602-49450-000-44200 | Dues & Subscriptions           | \$930.60     | \$977.25     | \$1,200.00   | \$1,000.00   |
| 602-49450-000-44330 | Miscellaneous Charges          | \$7,772.48   | \$7,726.92   | \$7,900.00   | \$8,000.00   |
| 602-49450-000-44370 | Taxes & Licenses               | \$0.00       | \$0.00       | \$700.00     | \$700.00     |
| 602-49450-000-44390 | Claims & Damages               | \$0.00       | \$500.00     | \$0.00       | \$0.00       |
| 602-49450-000-44450 | Improvements Other Than Bldgs  | \$0.00       | -\$0.26      | \$150,000.00 | \$0.00       |
| 602-49450-000-45300 | Vehicles                       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 602-49450-000-45500 | Transfer Out                   | \$22,000.00  | \$0.00       | \$0.00       | \$0.00       |
|                     | <b>Sanitary Sewer Expense</b>  | \$342,936.17 | \$315,620.98 | \$408,873.00 | \$251,045.00 |

**City of Lauderdale**

**Storm Sewer**

**2022**

|                     |                               |              |              |              |              |              |
|---------------------|-------------------------------|--------------|--------------|--------------|--------------|--------------|
| 603-00000-000-33422 | Other State Grants and Aids   | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 603-00000-000-33439 | PERA Pension Other Revenue    | \$82.00      | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
| 603-00000-000-36210 | Interest on Investments       | \$8,117.22   | \$4,371.99   | \$4,500.00   | \$4,500.00   | \$4,000.00   |
| 603-00000-000-37170 | Storm Water Charges           | \$110,901.99 | \$114,949.47 | \$109,338.00 | \$109,338.00 | \$109,338.00 |
| 603-00000-000-39200 | Transfer In                   | \$0.00       | \$0.00       | \$0.00       | \$0.00       | \$0.00       |
|                     | <b>Sanitary Sewer Revenue</b> | \$119,101.21 | \$119,321.46 | \$113,838.00 | \$113,838.00 | \$113,338.00 |

| <b>Account Number</b> | <b>Description</b>             | <b>2019 Actuals</b> | <b>2020 Actuals</b> | <b>2021 Adopted</b> | <b>2022 Proposed</b> |
|-----------------------|--------------------------------|---------------------|---------------------|---------------------|----------------------|
| 603-00000-000-41290   | Pension Expense                | \$1,490.00          | \$0.00              | \$0.00              | \$0.00               |
| 603-49410-000-41290   | Full-time Employees            | \$47,375.69         | \$48,074.89         | \$47,921.00         | \$45,054.00          |
| 603-49500-000-41010   | Overtime                       | \$708.81            | \$294.33            | \$0.00              | \$0.00               |
| 603-49500-000-41020   | Other Pay                      | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-41190   | Comp Absences/OPEB             | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-41195   | PERA                           | \$3,432.27          | \$3,510.36          | \$3,594.00          | \$3,379.00           |
| 603-49500-000-41210   | FICA                           | \$3,332.44          | \$3,289.92          | \$2,971.00          | \$2,793.00           |
| 603-49500-000-41220   | Medicare                       | \$779.38            | \$769.42            | \$695.00            | \$653.00             |
| 603-49500-000-41225   | Deferred Compensation          | \$4,804.08          | \$5,107.92          | \$4,900.00          | \$4,981.00           |
| 603-49500-000-41250   | Health Insurance               | \$2,189.60          | \$2,297.01          | \$2,046.00          | \$2,300.00           |
| 603-49500-000-41310   | Dental Insurance               | \$116.15            | \$116.11            | \$125.00            | \$120.00             |
| 603-49500-000-41320   | Life Insurance                 | \$540.77            | \$490.56            | \$550.00            | \$550.00             |
| 603-49500-000-41330   | Disability Insurance           | \$195.10            | \$201.68            | \$200.00            | \$200.00             |
| 603-49500-000-41340   | Workers Compensation Insurance | \$2,906.58          | \$3,210.92          | \$2,761.00          | \$2,472.00           |
| 603-49500-000-41510   | General Supplies               | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-42110   | Motor Fuels                    | \$713.37            | \$626.05            | \$750.00            | \$750.00             |
| 603-49500-000-42120   | Chemicals & Chemical Products  | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-42160   | Safety Equipment               | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-42170   | Vehicle/Equipment Parts        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-42210   | Tires                          | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-42220   | Minor Equipment & Tools        | \$0.00              | \$0.00              | \$0.00              | \$0.00               |
| 603-49500-000-42410   | Auditing & Accounting Services | \$3,939.44          | \$5,295.00          | \$4,000.00          | \$5,000.00           |

|                     |                                |             |             |              |              |
|---------------------|--------------------------------|-------------|-------------|--------------|--------------|
| 603-49500-000-43010 | Engineering Fees               | \$39.00     | \$7,303.25  | \$5,000.00   | \$2,000.00   |
| 603-49500-000-43030 | Expert & Professional Services | \$8,335.00  | \$10,017.20 | \$9,000.00   | \$10,000.00  |
| 603-49500-000-43090 | Training & Education           | \$0.00      | \$0.00      | \$300.00     | \$300.00     |
| 603-49500-000-43140 | Telephone & Telegraph          | \$195.28    | \$197.34    | \$250.00     | \$250.00     |
| 603-49500-000-43210 | Postage                        | \$0.00      | \$0.00      | \$0.00       | \$0.00       |
| 603-49500-000-43220 | Travel Expense                 | \$0.00      | \$0.00      | \$0.00       | \$0.00       |
| 603-49500-000-43310 | Legal Notices Publishing       | \$0.00      | \$0.00      | \$0.00       | \$0.00       |
| 603-49500-000-43510 | Insurance & Bonds              | \$639.56    | \$1,425.83  | \$1,000.00   | \$1,500.00   |
| 603-49500-000-43610 | Vehicle/Equipment Repairs      | \$0.00      | \$0.00      | \$400.00     | \$0.00       |
| 603-49500-000-44040 | Laundry Services               | \$667.89    | \$295.16    | \$700.00     | \$700.00     |
| 603-49500-000-44060 | Depreciation                   | \$0.00      | \$0.00      | \$0.00       | \$0.00       |
| 603-49500-000-44200 | Dues & Subscriptions           | \$1,852.60  | \$1,897.25  | \$2,000.00   | \$2,000.00   |
| 603-49500-000-44330 | Miscellaneous Charges          | \$1,324.43  | \$1,363.57  | \$1,500.00   | \$1,500.00   |
| 603-49500-000-44370 | Taxes & Licenses               | \$0.00      | \$0.00      | \$0.00       | \$0.00       |
| 603-49500-000-44390 | Improvements Other Than Bldgs  | \$0.00      | \$0.00      | \$80,000.00  | \$45,000.00  |
| 603-49500-000-45300 | Transfer Out                   | \$10,000.00 | \$0.00      | \$0.00       | \$0.00       |
|                     | <b>Sanitary Sewer Expense</b>  | \$95,577.44 | \$95,783.77 | \$170,663.00 | \$131,502.00 |



**CITY OF LAUDERDALE**  
**CAPITAL IMPROVEMENT PLAN**  
**2022-2031**

CITY OF LAUDERDALE  
 CAPITAL IMPROVEMENT PLAN  
 FUNDING SOURCE SUMMARY



| FUND               | TITLE                    | 2022              | 2023              | 2024             | 2025             | 2026              | 2027             | 2028                | 2029             | 2030        | 2031        | Total               |
|--------------------|--------------------------|-------------------|-------------------|------------------|------------------|-------------------|------------------|---------------------|------------------|-------------|-------------|---------------------|
| 226                | Communications           | \$ 35,000         |                   |                  |                  |                   |                  |                     |                  |             |             | \$ 35,000           |
| 401                | General Capital          | \$ 40,000         | \$ 40,000         |                  | \$ 15,000        | \$ 45,000         |                  |                     |                  |             |             | \$ 140,000          |
| 403                | Street Improvement       |                   |                   |                  |                  |                   |                  | \$ 2,200,000        |                  |             |             | \$ 2,200,000        |
| 404                | Park Improvement         |                   |                   |                  |                  |                   |                  |                     |                  |             |             | \$ -                |
| 414                | Development/Debt Service | \$ 68,143         | \$ 68,198         | \$ 68,253        | \$ 68,178        | \$ 68,102         | \$ 66,714        | \$ 65,325           | \$ 63,937        |             |             | \$ 536,850          |
| 602                | Sanitary Sewer           | \$ 10,000         |                   |                  |                  |                   |                  |                     |                  |             |             | \$ 10,000           |
| 603                | Storm Water              | \$ 45,000         |                   |                  |                  |                   |                  |                     |                  |             |             | \$ 45,000           |
| <b>GRAND TOTAL</b> |                          | <u>\$ 198,143</u> | <u>\$ 108,198</u> | <u>\$ 68,253</u> | <u>\$ 83,178</u> | <u>\$ 113,102</u> | <u>\$ 66,714</u> | <u>\$ 2,265,325</u> | <u>\$ 63,937</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 2,966,850</u> |



CITY OF LAUDERDALE  
 CAPITAL IMPROVEMENT PLAN  
 PROJECT SUMMARY BY YEAR AND FUNDING SOURCE



| YEAR | PROJECT                                | 226              | 401               | 403                 | FUND<br>404 | 414         | 602              | 603                 |
|------|--|------------------|-------------------|---------------------|-------------|-------------|------------------|---------------------|
| 2022 | Council Chambers Technology            | \$ 35,000        |                   |                     |             |             |                  |                     |
|      | Replace 2012 Ford F350 Truck and Plow  |                  | \$ 40,000         |                     |             |             |                  |                     |
|      | Sewer Cleaning and Televising          |                  |                   |                     |             |             | \$ 10,000        |                     |
|      | Invasive Species Management            |                  |                   |                     |             |             |                  | \$ 5,000            |
|      | Gasperre Pond Dredging                 |                  |                   |                     |             |             |                  | \$ 40,000           |
| 2023 | Replace 2001 John Deere 3520 Tractor   |                  | \$ 40,000         |                     |             |             |                  |                     |
| 2024 |  |                  |                   |                     |             |             |                  |                     |
| 2025 | Public Works Garage - Roof Replacement |                  | \$ 15,000         |                     |             |             |                  |                     |
| 2026 | Replace 2016 Ford F350 Truck and Plow  |                  | \$ 45,000         |                     |             |             |                  |                     |
| 2027 |  |                  |                   |                     |             |             |                  |                     |
| 2028 | Mill and Overlay City Streets          |                  |                   | \$ 2,200,000        |             |             |                  |                     |
| 2029 |  |                  |                   |                     |             |             |                  |                     |
| 2030 |  |                  |                   |                     |             |             |                  |                     |
| 2031 |  |                  |                   |                     |             |             |                  |                     |
|      | <b>TOTALS</b>                          | <u>\$ 35,000</u> | <u>\$ 140,000</u> | <u>\$ 2,200,000</u> | <u>\$ -</u> | <u>\$ -</u> | <u>\$ 10,000</u> | <u>\$ 45,000</u>    |
|      |  |                  |                   |                     |             |             |                  | <u>\$ 2,430,000</u> |





CITY OF LAUDERDALE  
 CAPITAL IMPROVEMENT PLAN  
 FUND 403 - STREET IMPROVEMENT



| PROJECT                       | YEAR |      |      |      |      |      |              |      |      |      |      |   |
|-------------------------------|------|------|------|------|------|------|--------------|------|------|------|------|---|
|                               | 2022 | 2023 | 2024 | 2025 | 2026 | 2027 | 2028         | 2029 | 2030 | 2031 |      |   |
| Mill and Overlay City Streets | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,200,000 | \$ - | \$ - | \$ - | \$ - | - |
| <b>TOTALS</b>                 | \$ - | \$ - | \$ - | \$ - | \$ - | \$ - | \$ 2,200,000 | \$ - | \$ - | \$ - | \$ - | - |



CITY OF LAUDERDALE  
 CAPITAL IMPROVEMENT PLAN  
 FUND 414 - Development



| PROJECT                           | YEAR      |           |           |           |           |           |           |           |      |      |      |
|-----------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|-----------|------|------|------|
|                                   | 2022      | 2023      | 2024      | 2025      | 2026      | 2027      | 2028      | 2029      | 2030 | 2031 |      |
| GO2019A Debt Service Contribution | \$ 68,143 | \$ 68,198 | \$ 68,253 | \$ 68,178 | \$ 68,102 | \$ 66,714 | \$ 65,325 | \$ 63,937 |      |      |      |
| TOTALS                            | \$ 68,143 | \$ 68,198 | \$ 68,253 | \$ 68,178 | \$ 68,102 | \$ 66,714 | \$ 65,325 | \$ 63,937 | \$ - | \$ - | \$ - |







CITY OF LAUDERDALE  
 TECHNOLOGY REPLACEMENT PLAN  
 2022-2031



| Department                   | 2022         | 2023         | 2024         | 2025         | 2026         | 2027         | 2028         | 2029         | 2030         | 2031         | Funding Source(s)    |
|------------------------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|--------------|----------------------|
| City Administrator Desktop   | 0            | 0            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | 0            | 0            | Fund 101 - Operating |
| Assistant City Administrator | 0            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | 0            | 0            | 1,000        | Fund 101 - Operating |
| Deputy City Clerk            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | Fund 101 - Operating |
| Public Works Coordinator     | 1,000        | 0            | 0            | 0            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | Fund 101 - Operating |
| Public Works Maintenance     | 0            | 0            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | 0            | 0            | Fund 101 - Operating |
| City Hall Front Counter      | 0            | 0            | 0            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | 0            | Fund 101 - Operating |
| Council Chambers/Cable TV    | 1,000        | 0            | 0            | 0            | 1,000        | 0            | 0            | 0            | 1,000        | 0            | Fund 101 - Operating |
| City Hall Copier             | 0            | Lease        | 0            | 0            | 0            | Lease        | 0            | 0            | 0            | Lease        | Fund 101 - Operating |
| <b>TOTAL</b>                 | <b>3,000</b> | <b>1,000</b> | <b>2,000</b> | <b>1,000</b> | <b>3,000</b> | <b>1,000</b> | <b>2,000</b> | <b>1,000</b> | <b>3,000</b> | <b>1,000</b> |                      |

**NOTES**

Computers are replaced on 4-year schedule.

Copier is leased on 4-year schedule.

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date December 14, 2021

ITEM NUMBER REE Conduit Rev. Bonds

STAFF INITIAL *AB*

APPROVED BY ADMINISTRATOR

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

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

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to adopt Resolution 121421H—A Resolution Providing Preliminary Approval to the Issuance of Revenue Obligations under Minnesota Statutes, Chapters 462C and 474A, as Amended, and Taking Other Actions in Connection therewith.

**CITY OF LAUDERDALE, MINNESOTA**

**RESOLUTION NO. 121421H**

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

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

Section 1. Recitals.

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

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

1.03. The Borrower is requesting that the City issue one or more series of taxable or tax-exempt conduit revenue obligations (the “Bonds”), in the approximate maximum principal amount of \$15,400,000, in order to finance all or a portion of (i) the costs of the acquisition, construction, and equipping of the Project; (ii) required reserve funds, if any; (iii) capitalized interest during the construction of the Project; and (iv) the costs of issuing the Bonds.

1.04. As a condition to the issuance of such revenue bonds, the City must prepare and adopt a housing program providing the information required by Section 462C.03, subdivision 1a of the Housing Act (the “Housing Program”). The City Council must also grant preliminary approval of the issuance of revenue bonds to finance the multifamily rental housing development referred to in the Housing Program.

1.05. Under Section 147(f) of the Internal Revenue Code of 1986, as amended (the “Code”), prior to the issuance of the Bonds, the City Council must conduct a public hearing after providing notice in a newspaper of general circulation in the City or on the City’s website at least seven (7) days before the hearing. Under Section 462C.04, subdivision 2 of the Housing Act, a public hearing must be held on the Housing Program after one publication of notice in a newspaper circulating generally in the City at least fifteen (15) days before the hearing.

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

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

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

(b) The proceeds of the Bonds will be loaned to the Borrower and the proceeds thereof, along with other available funds, will be used to finance all or a portion of the costs of the acquisition, construction, and equipping of the Project, capitalized interest during the construction of the Project, required reserve funds (if any), and costs of issuance of the Bonds. The City will enter into a loan agreement (or other revenue agreement) with the Borrower requiring loan repayments from the Borrower in amounts sufficient to repay the loan of the proceeds of the Bonds when due and requiring the Borrower to pay all costs of maintaining and insuring the Project, including taxes thereon.

(c) In preliminarily authorizing the issuance of the Bonds, the City's purpose is and the effect thereof will be to promote the public welfare of the City and its residents by retaining and improving multifamily housing developments for seniors and otherwise furthering the purposes and policies of the Housing Act.

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

Section 3. Submission of an Application for an Allocation of Bonding Authority. The City Council hereby authorizes the submission of an application for allocation of bonding authority with respect to the Bonds in the approximate principal amount of up to \$15,400,000 pursuant to Section 146 of the Code and the Allocation Act in accordance with the requirements of the Allocation Act. City staff and Kennedy & Graven, Chartered, acting as bond counsel to the City ("Bond Counsel"), shall take all actions, in cooperation with the Borrower, as are necessary to submit an application for an allocation of bonding authority to the office of Minnesota Management and Budget.

Section 4. Public Hearing. The City Council shall meet at a date to be determined by the City Administrator to conduct a public hearing on the Housing Program, the Project, and the issuance of the Bonds by the City. Notice of such hearing (the "Public Notice") will be published and/or posted as required by Section 462C.04, subdivision 2 of the Housing Act and Section 147(f) of the Code. Bond Counsel is hereby authorized and directed to publish the Public Notice, in substantially the form attached hereto as EXHIBIT A, in the *Pioneer Press*, a newspaper of general circulation in the City. At the public hearing reasonable opportunity will be provided for interested individuals to express their views, both orally and in writing, on the Project, the Housing Program, and the proposed issuance of the Bonds.

Section 5. Housing Program. Bond Counsel shall prepare and submit to the City a draft Housing Program to authorize the issuance by the City of up to \$15,400,000 in revenue bonds to finance the acquisition, construction, and equipping of the Project by the Borrower. Bond Counsel is authorized and directed to submit, on behalf of the City, the Housing Program to Metropolitan Council for review and comment pursuant to Section 462C.04, subdivision 2 of the Housing Act.

Section 6. Preliminary Approval. The City Council hereby provides preliminary approval to the issuance of the Bonds in the estimated principal amount not to exceed \$15,400,000, subject to: (i) a public hearing as required by the Housing Act and Section 147(f) of the Code; (ii) final approval following the preparation of bond documents; (iii) receipt of an allocation of bonding authority from the office of Minnesota Management and Budget; and (iv) final determination by the City Council that the financing of the Project and the issuance of the Bonds are in the best interests of the City.

Section 7. Reimbursement of Costs under the Code.

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

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

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

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

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

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

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

Adopted by the City Council of the City of Lauderdale, Minnesota this 14<sup>th</sup> day of December, 2021.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Administrator

**EXHIBIT A**

**NOTICE OF PUBLIC HEARING**

**CITY OF LAUDERDALE, MINNESOTA**

**NOTICE OF PUBLIC HEARING ON THE APPROVAL OF A HOUSING PROGRAM FOR A MULTIFAMILY SENIOR HOUSING DEVELOPMENT AND THE ISSUANCE OF REVENUE BONDS UNDER MINNESOTA STATUTES, CHAPTERS 462C AND 474A, AS AMENDED**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lauderdale, Minnesota (the “City”) will hold a public hearing on Tuesday, \_\_\_\_\_, 2022, at or after 7:00 p.m. at City Hall, located at 1891 Walnut Street in the City, to consider a proposal that the City approve and authorize the issuance of one or more series of tax-exempt or taxable revenue obligations (the “Bonds”) pursuant to Minnesota Statutes, Chapters 462C and 474A, as amended (the “Act”), for the purposes of financing all or a portion of the costs of (i) the acquisition, construction, and equipping of approximately 114 units of affordable senior housing to be located at 1795 Eustis Street in the City (the “Project”); (ii) any required reserve funds; (iii) capitalized interest during the construction of the Project; and (iv) the costs of issuing the Bonds. Real Estate Equities, LLC, a Minnesota limited liability company, or an affiliate (collectively, the “Borrower”), will own the Project. The aggregate principal amount of the proposed Bonds is estimated not to exceed \$15,400,000.

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

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

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

PLEASE NOTE, due to COVID-19, the public hearing may be conducted via telephone or other electronic means as allowed under Minnesota Statutes, Section 13D.021. Please refer to the City’s website at <https://www.lauderdalemn.org/> or call City Hall at 651-792-7650 to learn how to attend the public hearing via telephone or electronically.

Dated: [Date of Publication]

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

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



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date December 14, 2021

ITEM NUMBER COVID-19 Vaccine Policy

STAFF INITIAL

AB

APPROVED BY ADMINISTRATOR

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

In light of the fact that we are hiring a new staff member, it seemed a good time to consider a COVID-19 vaccination policy. Obviously, this is contentious in some cities; I don't expect that to be the case here. The public works candidates were told that the vaccination policy would be approved ahead of any job offers with the effect of vaccination being a condition of their employment.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to adopt the COVID-19 Vaccination Policy as presented.



# COVID-19 Vaccination Policy

## STATEMENT OF POLICY

It is the policy of the City of Lauderdale that all City Workers be vaccinated against COVID-19.

## POLICY OVERVIEW

The COVID-19 pandemic presents an unprecedented challenge. The virus is highly contagious, including among asymptomatic people, and potentially deadly. As of December 3, 2021, over 9,600 people in the state, have died from COVID-19. According to the Centers for Disease Control and Prevention (“CDC”) and the Minnesota Department of Health (“MDH”), the best way to prevent infection and spreading the disease is by being vaccinated. COVID-19 vaccines have proven themselves to be safe and effective.

City Workers without vaccination pose a risk of COVID-19 exposure to themselves, their colleagues, and to members of the public. Additionally, ongoing community transmission of the more contagious variants of COVID-19 in Minnesota, especially among unvaccinated individuals, presents a continuous risk of infection.

We all have a shared commitment to protect, the health and safety of our co-workers and the community we serve to the extent reasonably possible, from the direct threat resulting from the spread of COVID-19. Accordingly, all City Workers must be vaccinated against COVID-19 and provide proof of their COVID-19 vaccination status. If a City Worker does not provide proof of their vaccination and completed COVID-19 Attestation Form, at the time required by the City, they will not be permitted to work and may be subject to discipline.

Experts are still learning more about how long vaccines protect against COVID-19. This policy will be reviewed regularly in conjunction with information from public health experts including the CDC and MDH. This policy is subject to change at the City’s discretion. City Workers may be subject to additional attestation, or vaccinations under state or federal law.

## REQUESTS FOR MEDICAL ACCOMMODATIONS AND RELIGIOUS EXEMPTIONS

In accordance with the City’s Accommodation policy, the City provides reasonable accommodations, absent undue hardship, to qualified individuals with disabilities to enable them to perform their job duties. Employees who believe they need an accommodation regarding this policy because of a medical condition, or recent treatment for COVID-19 are responsible for requesting a reasonable accommodation from the City Administrator.

The City may provide a religious exemption to employees with sincerely held religious beliefs, observances, or practices that conflict with vaccinations. Employees who want to request an exception to this policy because of their sincerely held religious belief are responsible for requesting a religious exemption from the City Administrator. Documentation and evidence of a sincerely held religious belief will be required as part of this process.

## DEFINITIONS AND KEY TERMS

### Vaccinated

- For purposes of compliance with this policy, “vaccinated” means City Workers must have had their second dose in a 2-dose COVID-19 vaccination series approved by the U.S. Food and Drug



# COVID-19 Vaccination Policy

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Administration (“FDA”) or the World Health Organization (“WHO”); or

- A single-dose COVID-19 vaccine approved by the FDA or the WHO by the deadline for vaccination.
- Need for booster vaccines are still under review as of this date.\*
- City Workers who do not meet these requirements are NOT considered vaccinated.

## City Workers

- All regular full and part-time employees of the City of Lauderdale.

## SCOPE

This policy applies to all regular full and part time City Workers of the City.

## GENERAL STANDARDS AND EXPECTATIONS

City Workers in an active employment status must show proof of vaccination and submit to the City a completed COVID-19 Vaccine Attestation Form documenting their COVID-19 vaccination status.

Acceptable proof that an individual is fully vaccinated against COVID-19 includes:

- An original CDC COVID-19 vaccination card;
- A paper or electronic copy of a CDC COVID-19 vaccination card;
- If vaccinated in another country, then an original or copy of an alternative official vaccination record, as proof of FDA- or WHO-approved COVID-19 vaccination status;
- Another official record of vaccination; or
- Confirmation from the State of Minnesota Immunization Information Connection that the employee is fully vaccinated.

Proof of full vaccination against COVID-19 must legibly show, at a minimum:

- Name of the individual vaccinated;
- Date of birth of the individual vaccinated;
- The manufacturer of the vaccine; and
- The date(s) on which the vaccine was administered.

If the proof is not legible or verifiable in the form presented, the City may ask for the original document. If the City Worker lost their vaccination card they can:

- Authorize the state to release information to the City to verify the employee is fully vaccinated; or
- Request a copy of their vaccination record from the medical provider where they received the vaccination; or
- Request a copy of their vaccination card from the State of Minnesota.

A vaccinated individual will be considered unvaccinated for the purposes of this policy in these circumstances:

- If no attestation and acceptable proof of COVID-19 vaccination is produced as of the effective date of this policy or first date of employment.
- If a City Worker is vaccinated but refuses to provide a completed attestation form and proof of vaccination.



## COVID-19 Vaccination Policy

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The City and Departments must maintain the confidentiality of the COVID-19 vaccination status as provided by law. All information gathered under this Policy, including vaccination status, and attestation forms, must be retained by the City according to the applicable retention schedule and in a secure medical file separate from the City Worker's personnel file.

COVID-19 vaccination status may be shared with City employees with a business need to know, and others authorized by law. Employees and job applicants will be provided with a Tennessee advisory upon submitting documentation in compliance with this policy.

Approved: December 14, 2021

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

Mary Gaasch, Mayor

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

Heather Butkowski, City Administrator

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date December 14, 2021

ITEM NUMBER Public Works Employment

STAFF INITIAL \_\_\_\_\_

APPROVED BY ADMINISTRATOR

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

Over the past few weeks, staff interviewed candidates for the open public works position. Second interviews were held last week by the administrator and Council Member Dains. Based on the interviews, personality profiling, and reference checks, staff recommends hiring Tom Douvier with the conditions put forward in the offer letter that follows. If the City Council agrees, staff anticipate that Tom will start sometime in early January.

**STAFF RECOMMENDATION:**

Motion to appoint Tom Douvier to the public works utilities and maintenance position effective upon successful completion of the conditions noted in the offer letter.



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

December 13, 2021

Tom Douvier

Dear Tom,

The Selection Committee is recommending you for the Public Works Sewer Utilities and Maintenance Worker position, subject to City Council approval and successful completion of the background check and pre-employment physical and drug testing. We believe you will be an asset for the City.

Your starting rate of pay will be \$28.38 per hour with eligibility for a step increase after the probationary period in six months. The position is 40 hours per week. Work will generally be performed between 7:00 a.m. and 3:30 p.m. Monday through Friday. Your duties require you to share the on-call hours and to work outside of the City's regular hours as needed.

The public works maintenance position is covered by the union contract. As such, you will want to review the union agreement and personnel policy to determine your benefit eligibility.

Jim Bownik will contact you shortly to schedule the pre-employment testing and complete the paperwork for the background check. If you have any questions or concerns, please let me know. We look forward to working with you.

Sincerely,

Heather Butkowski  
City Administrator

# LAUDERDALE COUNCIL ACTION FORM

### Action Requested

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

Meeting Date December 14, 2021

ITEM NUMBER Opioid Settlement Resolution

STAFF INITIAL \_\_\_\_\_

*AB*

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

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The city attorney recommends the city council approve the MOA and participate in the opioid settlement proceedings. The city council authorizes this by approving the attached resolution. A few details to be aware of:

- All cities are eligible to participate in the settlements but in order to do so, they must approve and sign the MOA and various participation forms on or before January 2, 2022.
- Participating in the settlements requires the City to release any claims we might have against the opioid distributors and manufacturers.
- Only certain Minnesota cities are entitled to receive local allocations under the settlements and Lauderdale is not one of them. However, cities are only eligible for future grant moneys and programming that originate from the hundreds of millions in settlement dollars if they participate in the settlements. It is unknown whether the City may want to participate in state or county grants or programming that may exist in the future, but a failure to participate in the settlements now will preclude such participation.
- Participating will not create or impose any additional obligations, administrative, record-keeping, or otherwise on cities that are not receiving a local allocation. The only potential obligations would be those tied to any programming should the City desire to participate down the road, e.g. grants.

### STAFF RECOMMENDATION:

Motion to adopt Resolution 121421I—A Resolution Approving the Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments and Authorizing Participation in National Opioid Settlements and directs the Mayor and Administrator to take any actions necessary to effect participation.

**RESOLUTION NO. 1214211**

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

**RESOLUTION APPROVING THE MEMORANDUM OF AGREEMENT (MOA)  
BETWEEN THE STATE OF MINNESOTA AND LOCAL GOVERNMENTS AND  
AUTHORIZING PARTICIPATION IN NATIONAL OPIOID SETTLEMENTS**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people, have been harmed by misconduct committed by certain entities that engage in the manufacture, marketing, promotion, distribution, or dispensing of opioids; and

**WHEREAS**, the State of Minnesota and numerous Minnesota cities and counties joined with thousands of local governments across the country to file lawsuits against opioid manufacturer and pharmaceutical distribution companies and hold those companies accountable for their misconduct; and

**WHEREAS**, representatives of local Minnesota governments, the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, the State of Minnesota, and the Minnesota Attorney General's Office have negotiated and prepared a Memorandum of Agreement (MOA) to provide for the equitable distribution of proceeds to the State of Minnesota and to individual local governments from recent settlements in the national opioid litigation; and

**WHEREAS**, by signing onto the MOA, the state and local governments maximize Minnesota's share of opioid settlement funds, demonstrate solidarity in response to the opioid epidemic, and ensure needed resources reach the most impacted communities; and

**WHEREAS**, it is in the best interests of the State of Minnesota and the residents of the City of Lauderdale, and the County of Ramsey, that the City participate in the national opioid litigation settlements.

**NOW, THEREFORE**, be it resolved by the City Council of the City of Lauderdale, Minnesota:

1. Participation in the opioid litigation settlements promotes the public health, safety, and welfare of the residents of the City of Lauderdale.
2. The City of Lauderdale supports and opts-in to the national opioid litigation settlements with the Distributors McKesson, Cardinal Health, and Amerisource Bergen, and with the Manufacturer Johnson & Johnson.
3. The Memorandum of Agreement (MOA) between the State of Minnesota and Local Governments relating to the distribution of settlement funds is hereby approved by the City of Lauderdale.



4. City Staff is hereby authorized to take such measures as necessary to sign the MOA and otherwise participate in the national opioid settlements, including executing the Participation Agreement and accompanying Release.

Adopted by the City Council of the City of Lauderdale this 14<sup>th</sup> day of December, 2021.

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Mary Gaasch, Mayor

ATTEST:

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Heather Butkowski, City Clerk-Administrator

## **MINNESOTA OPIOIDS STATE-SUBDIVISION MEMORANDUM OF AGREEMENT**

**WHEREAS**, the State of Minnesota, Minnesota counties and cities, and their people have been harmed by misconduct committed by certain entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic;

**WHEREAS**, certain Minnesota counties and cities, through their counsel, and the State, through its Attorney General, are separately engaged in ongoing investigations, litigation, and settlement discussions seeking to hold opioid manufacturers and distributors accountable for the damage caused by their misconduct;

**WHEREAS**, the State and Local Governments share a common desire to abate and alleviate the impacts of the misconduct described above throughout Minnesota;

**WHEREAS**, while the State and Local Governments recognize the sums which may be available from the aforementioned litigation will likely be insufficient to fully abate the public health crisis caused by the opioid epidemic, they share a common interest in dedicating the most resources possible to the abatement effort;

**WHEREAS**, the investigations and litigation with Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson have resulted in National Settlement Agreements with those companies, which the State has already committed to join;

**WHEREAS**, Minnesota's share of settlement funds from the National Settlement Agreements will be maximized only if all Minnesota counties, and cities of a certain size, participate in the settlements;

**WHEREAS**, the National Settlement Agreements will set a default allocation between each state and its political subdivisions unless they enter into a state-specific agreement regarding the distribution and use of settlement amounts;

**WHEREAS**, this Memorandum of Agreement is intended to facilitate compliance by the State and by the Local Governments with the terms of the National Settlement Agreements and is intended to serve as a State-Subdivision Agreement under the National Settlement Agreements;

**WHEREAS**, this Memorandum of Agreement is also intended to serve as a State-Subdivision Agreement under resolutions of claims concerning alleged misconduct in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and cities and allow for the allocation between a state and its political subdivisions to be set through a state-specific agreement; and

**WHEREAS**, specifically, this Memorandum of Agreement is intended to serve under the Bankruptcy Resolutions concerning Purdue Pharma and Mallinckrodt as a qualifying Statewide Abatement Agreement.

## I. Definitions

As used in this MOA (including the preamble above):

“Approved Uses” shall mean forward-looking strategies, programming, and services to abate the opioid epidemic that fall within the list of uses on **Exhibit A**. Consistent with the terms of the National Settlement Agreements and Bankruptcy Resolutions, “Approved Uses” shall include the reasonable administrative expenses associated with overseeing and administering Opioid Settlement Funds. Reimbursement by the State or Local Governments for past expenses are not Approved Uses.

“Backstop Fund” is defined in Section VI.B below.

“Bankruptcy Defendants” mean Purdue Pharma L.P. and Mallinckrodt plc.

“Bankruptcy Resolution(s)” means resolutions of claims concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic by the Bankruptcy Defendants entered in bankruptcy court that provide for payments (including payments through a trust) to both the State and Minnesota counties and municipalities and allow for the allocation between the state and its political subdivisions to be set through a state-specific agreement.

“Counsel” is defined in Section VI.B below.

“County Area” shall mean a county in the State of Minnesota plus the Local Governments, or portion of any Local Government, within that county.

“Governing Body” means (1) for a county, the county commissioners of the county, and (2) for a municipality, the elected city council or the equivalent legislative body for the municipality.

“Legislative Modification” is defined in Section II.C below.

“Litigating Local Governments” mean a Local Government that filed an opioid lawsuit(s) on or before December 3, 2021, as defined in Section VI.B below.

“Local Abatement Funds” are defined in Section II.B below.

“Local Government” means all counties and cities within the geographic boundaries of the state of Minnesota.

“MDL Matter” means the matter captioned *In re National Prescription Opiate Litigation*, MDL 2804, pending in the United States District Court for the Northern District of Ohio.

“Memorandum of Agreement” or “MOA” mean this agreement, the Minnesota Opioids State-Subdivision Memorandum of Agreement.

“National Settlement Agreements” means the national opioid settlement agreements with the Parties and one or all of the Settling Defendants concerning alleged misconduct in manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic.

“Opioid Settlement Funds” shall mean all funds allocated by the National Settlement Agreements and any Bankruptcy Resolutions to the State and Local Governments for purposes of opioid remediation activities or restitution, as well as any repayment of those funds and any interest or investment earnings that may accrue as those funds are temporarily held before being expended on opioid remediation strategies.

“Opioid Supply Chain Participants” means entities that engage in or have engaged in the manufacture, marketing, promotion, distribution, or dispensing of an opioid analgesic, including their officers, directors, employees, or agents, acting in their capacity as such.

“Parties” means the State and the Participating Local Governments.

“Participating Local Government” means a county or city within the geographic boundaries of the State of Minnesota that has signed this Memorandum of Agreement and has executed a release of claims with the Settling Defendants by signing on to the National Settlement Agreements. For the avoidance of doubt, a Local Government must sign this MOA to become a “Participating Local Government.”

“Region” is defined in Section II.H below.

“Settling Defendants” means Johnson & Johnson, AmerisourceBergen, Cardinal Health, and McKesson, as well as their subsidiaries, affiliates, officers, and directors named in a National Settlement Agreement.

“State” means the State of Minnesota by and through its Attorney General, Keith Ellison.

“State Abatement Fund” is defined in Section II.B below.

## **II. Allocation of Settlement Proceeds**

- A. Method of distribution. Pursuant to the National Settlement Agreements and any Bankruptcy Resolutions, Opioid Settlement Funds shall be distributed directly to the State and directly to Participating Local Governments in such proportions and for such uses as set forth in this MOA, provided Opioid Settlement Funds shall not be considered funds of the State or any Participating Local Government unless and until such time as each annual distribution is made.
- B. Overall allocation of funds. Opioid Settlement Funds will be initially allocated as follows: (i) 25% directly to the State (“State Abatement Fund”), and (ii) 75% directly to abatement funds established by Participating Local Governments (“Local Abatement Funds”). This initial allocation is subject to modification by Sections II.F, II.G, and II.H, below.

C. Statutory change.

1. The Parties agree to work together in good faith to propose and lobby for legislation in the 2022 Minnesota legislative session to modify the distribution of the State's Opiate Epidemic Response Fund under Minnesota Statutes section 256.043, subd. 3(d), so that "50 percent of the remaining amount" is no longer appropriated to county social services, as related to Opioid Settlement Funds that are ultimately placed into the Minnesota Opiate Epidemic Response Fund ("Legislative Modification").<sup>1</sup> Such efforts include, but are not limited to, providing testimony and letters in support of the Legislative Modification.
2. It is the intent of the Parties that the Legislative Modification would affect only the county share under section 256.043, subd. 3(d), and would not impact the provision of funds to tribal social service agencies. Further, it is the intent of the Parties that the Legislative Modification would relate only to disposition of Opioid Settlement Funds and is not predicated on a change to the distribution of the Board of Pharmacy fee revenue that is deposited into the Opiate Epidemic Response Fund.

D. Bill Drafting Workgroup. The Parties will work together to convene a Bill Drafting Workgroup to recommend draft legislation to achieve this Legislative Modification. The Workgroup will meet as often as practicable in December 2021 and January 2022 until recommended language is completed. Invitations to participate in the group shall be extended to the League of Minnesota Cities, the Association of Minnesota Counties, the Coalition of Greater Minnesota Cities, state agencies, the Governor's Office, the Attorney General's Office, the Opioid Epidemic Response Advisory Council, the Revisor's Office, and Minnesota tribal representatives. The Workgroup will host meetings with Members of the Minnesota House of Representatives and Minnesota Senate who have been involved in this matter to assist in crafting a bill draft.

E. No payments until August 1, 2022. The Parties agree to take all steps necessary to ensure that any Opioid Settlement Funds ready for distribution directly to the State and Participating Local Governments under the National Settlement Agreements or Bankruptcy Resolutions are not actually distributed to the Parties until on or after August 1, 2022, in order to allow the Parties to pursue legislative change that would take effect before the Opioid Settlement Funds are received by the Parties. Such steps may include, but are not limited to, the Attorney General's Office delaying its filing of Consent Judgments in Minnesota state court memorializing the National Settlement Agreements. This provision will cease to apply upon the effective date of the Legislative Modification described above, if that date is prior to August 1, 2022.

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<sup>1</sup> It is the intent of the Parties that counties will continue to fund child protection services for children and families who are affected by addiction, in compliance with the Approved Uses in **Exhibit A**.

- F. Effect of no statutory change by August 1, 2022. If the Legislative Modification described above does not take effect by August 1, 2022, the allocation between the Parties set forth in Section II.B shall be modified as follows: (i) 40% directly to the State Abatement Fund, and (ii) 60% to Local Abatement Funds. The Parties further agree to discuss potential amendment of this MOA if such legislation does not timely go into effect in accordance with this paragraph.
- G. Effect of later statutory change. If the Legislative Modification described above takes effect after August 1, 2022, the allocation between the Parties will be modified as follows: (i) 25% directly to the State Abatement Fund, and (ii) 75% to Local Abatement Funds.
- H. Effect of partial statutory change. If any legislative action otherwise modifies or diminishes the direct allocation of Opioid Settlement Funds to Participating Local Governments so that as a result the Participating Local Governments would receive less than 75 percent of the Opioid Settlement Funds (inclusive of amounts received by counties per statutory appropriation through the Minnesota Opiate Epidemic Response Fund), then the allocation set forth in Section II.B will be modified to ensure Participating Local Governments receive 75% of the Opioid Settlement Funds.
- I. Participating Local Governments receiving payments. The proportions set forth in **Exhibit B** provide for payments directly to: (i) all Minnesota counties; and (ii) all Minnesota cities that (a) have a population of more than 30,000, based on the United States Census Bureau's Vintage 2019 population totals, (b) have funded or otherwise managed an established health care or treatment infrastructure (e.g., health department or similar agency), or (c) have initiated litigation against the Settling Defendants as of December 3, 2021.
- J. Allocation of funds between Participating Local Governments. The Local Abatement Funds shall be allocated to Participating Local Governments in such proportions as set forth in **Exhibit B**, attached hereto and incorporated herein by reference, which is based upon the MDL Matter's Opioid Negotiation Class Model.<sup>2</sup> The proportions shall not change based on population changes during the term of the MOA. However, to the extent required by the terms of the National Settlement Agreements, the proportions set forth in **Exhibit B** must be adjusted: (i) to provide no payment from the National Settlement Agreements to any listed county or municipality that does not participate in the National Settlement Agreements; and (ii) to provide a reduced payment from the National Settlement Agreements to any listed county or city that signs on to the National Settlement Agreements after the Initial Participation Date.
- K. Redistribution in certain situations. In the event a Participating Local Government merges, dissolves, or ceases to exist, the allocation percentage for that Participating Local

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<sup>2</sup> More specifically, the proportions in Exhibit B were created based on Exhibit G to the National Settlement Agreements, which in turn was based on the MDL Matter's allocation criteria. Cities under 30,000 in population that had shares under the Exhibit G default allocation were removed and their shares were proportionally reallocated amongst the remaining subdivisions.

Government shall be redistributed equitably based on the composition of the successor Local Government. In the event an allocation to a Local Government cannot be paid to the Local Government, such unpaid allocations will be allocated to Local Abatement Funds and be distributed in such proportions as set forth in Exhibit B.

- L. City may direct payments to county. Any city allocated a share may elect to have its full share or a portion of its full share of current or future annual distributions of settlement funds instead directed to the county or counties in which it is located, so long as that county or counties are Participating Local Governments[s]. Such an election must be made by January 1 each year to apply to the following fiscal year. If a city is located in more than one county, the city's funds will be directed based on the MDL Matter's Opioid Negotiation Class Model.

### III. **Special Revenue Fund**

- A. Creation of special revenue fund. Every Participating Local Government receiving Opioid Settlement Funds through direct distribution shall create a separate special revenue fund, as described below, that is designated for the receipt and expenditure of Opioid Settlement Funds.
- B. Procedures for special revenue fund. Funds in this special revenue fund shall not be commingled with any other money or funds of the Participating Local Government. The funds in the special revenue fund shall not be used for any loans or pledge of assets, unless the loan or pledge is for an Approved Use. Participating Local Governments may not assign to another entity their rights to receive payments of Opioid Settlement Funds or their responsibilities for funding decisions, except as provided in Section II.L.
- C. Process for drawing from special revenue funds.
  - 1. Opioid Settlement Funds can be used for a purpose when the Governing Body includes in its budget or passes a separate resolution authorizing the expenditure of a stated amount of Opioid Settlement Funds for that purpose or those purposes during a specified period of time.
  - 2. The budget or resolution must (i) indicate that it is an authorization for expenditures of opioid settlement funds; (ii) state the specific strategy or strategies the county or city intends to fund, using the item letter and/or number in **Exhibit A** to identify each funded strategy, if applicable; and (iii) state the amount dedicated to each strategy for a stated period of time.
- D. Local government grantmaking. Participating Local Governments may make contracts with or grants to a nonprofit, charity, or other entity with Opioid Settlement Funds.
- E. Interest earned on special revenue fund. The funds in the special revenue fund may be invested, consistent with the investment limitations for local governments, and may be

placed in an interest-bearing bank account. Any interest earned on the special revenue funds must be used in a way that is consistent with this MOA.

#### IV. **Opioid Remediation Activities**

- A. Limitation on use of funds. This MOA requires that Opioid Settlement Funds be utilized only for future opioid remediation activities, and Parties shall expend Opioid Settlement Funds only for Approved Uses and for expenditures incurred after the effective date of this MOA, unless execution of the National Settlement Agreements requires a later date. Opioid Settlement Funds cannot be used to pay litigation costs, expenses, or attorney fees arising from the enforcement of legal claims related to the opioid epidemic, except for the portion of Opioid Settlement Funds that comprise the Backstop Fund described in Section VI. For the avoidance of doubt, counsel for Litigating Local Governments may recover litigation costs, expenses, or attorney fees from the common benefit, contingency fee, and cost funds established in the National Settlement Agreements, as well as the Backstop Fund described in Section VI.
- B. Public health departments as Chief Strategists. For Participating Local Governments that have public health departments, the public health departments shall serve as the lead agency and Chief Strategist to identify, collaborate, and respond to local issues as Local Governments decide how to leverage and disburse Opioid Settlement Funds. In their role as Chief Strategist, public health departments will convene multi-sector meetings and lead efforts that build upon local efforts like Community Health Assessments and Community Health Improvement Plans, while fostering community focused and collaborative evidence-informed approaches that prevent and address addiction across the areas of public health, human services, and public safety. Chief Strategists should consult with municipalities located within their county in the development of any Community Health Assessment, and are encouraged to collaborate with law enforcement agencies in the county where appropriate.
- C. Administrative expenses. Reasonable administrative costs for the State or Local Government to administer its allocation of the Opioid Settlement Funds shall not exceed actual costs, 10% of the relevant allocation of the Opioid Settlement Funds, or any administrative expense limitation imposed by the National Settlement Agreements or Bankruptcy Resolution, whichever is less.
- D. Regions. Two or more Participating Local Governments may at their discretion form a new group or utilize an existing group (“Region”) to pool their respective shares of settlement funds and make joint spending decisions. Participating Local Governments may choose to create a Region or utilize an existing Region under a joint exercise of powers under Minn. Stat. § 471.59.
- E. Consultation and partnerships.
  - 1. Each county receiving Opioid Settlement Funds must consult annually with the municipalities in the county regarding future use of the settlement funds in the



county, including by holding an annual meeting with all municipalities in the county in order to receive input as to proposed uses of the Opioid Settlement Funds and to encourage collaboration between Local Governments both within and beyond the county. These meetings shall be open to the public.

2. Participating Local Governments within the same County Area have a duty to regularly consult with each other to coordinate spending priorities.
3. Participating Local Governments can form partnerships at the local level whereby Participating Local Governments dedicate a portion of their Opioid Settlement Funds to support city- or community-based work with local stakeholders and partners within the Approved Uses.

F. Collaboration. The State and Participating Local Governments must collaborate to promote effective use of Opioid Settlement Funds, including through the sharing of expertise, training, and technical assistance. They will also coordinate with trusted partners, including community stakeholders, to collect and share information about successful regional and other high-impact strategies and opioid treatment programs.

## V. **Reporting and Compliance**

- A. Construction of reporting and compliance provisions. Reporting and compliance requirements will be developed and mutually agreed upon by the Parties, utilizing the recommendations provided by the Advisory Panel to the Attorney General on Distribution and Allocation of Opioid Settlement Funds.
- B. Reporting Workgroup. The Parties will work together to establish a Reporting Workgroup that includes representatives of the Attorney General's Office, state stakeholders, and city and county representatives, who will meet on a regular basis to develop reporting and compliance recommendations. The Reporting Workgroup must produce a set of reporting and compliance measures by June 1, 2022. Such reporting and compliance measures will be effective once approved by representatives of the Attorney General's Office, the Governor's Office, the Association of Minnesota Counties, and the League of Minnesota Cities that are on the Workgroup.

## VI. **Backstop Fund**

- A. National Attorney Fee Fund. The National Settlement Agreements provide for the payment of all or a portion of the attorney fees and costs owed by Litigating Local Governments to private attorneys specifically retained to file suit in the opioid litigation ("National Attorney Fee Fund"). The Parties acknowledge that the National Settlement Agreements may provide for a portion of the attorney fees of Litigating Local Governments.
- B. Backstop Fund and Waiver of Contingency Fee. The Parties agree that the Participating Local Governments will create a supplemental attorney fees fund (the "Backstop Fund") to be used to compensate private attorneys ("Counsel") for Local Governments that filed opioid lawsuits on or before December 3, 2021 ("Litigating Local Governments"). By

order<sup>3</sup> dated August 6, 2021, Judge Polster capped all applicable contingent fee agreements at 15%. Judge Polster's 15% cap does not limit fees from the National Attorney Fee Fund or from any state backstop fund for attorney fees, but private attorneys for local governments must waive their contingent fee agreements to receive payment from the National Attorney Fee Fund. Judge Polster recognized that a state backstop fund can be designed to incentivize private attorneys to waive their right to enforce contingent fee agreements and instead apply to the National Attorney Fee Fund, with the goals of achieving greater subdivision participation and higher ultimate payouts to both states and local governments. Accordingly, in order to seek payment from the Backstop Fund, Counsel must agree to waive their contingency fee agreements relating to these National Settlement Agreements and first apply to the National Attorney Fee Fund.

- C. Backstop Fund Source. The Backstop Fund will be funded by seven percent (7%) of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the initial allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the initial allocation is modified pursuant to Section II.F. above, then the Backstop Fund will be funded by 8.75% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), based upon the modified allocation of 40% directly to the State Abatement Fund and 60% directly to the Local Abatement Funds, and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies. In the event that the allocation is modified pursuant to Section II.G. or Section II.H. above, back to an allocation of 25% directly to the State Abatement Fund and 75% directly to Local Abatement Funds, then the Backstop Fund will be funded by 7% of the share of each payment made to the Local Abatement Funds from the National Settlement Agreements (annual or otherwise), and will not include payments resulting from the Purdue or Mallinckrodt Bankruptcies.
- D. Backstop Fund Payment Cap. Any attorney fees paid from the Backstop Fund, together with any compensation received from the National Settlement Agreements' Contingency Fee Fund, shall not exceed 15% of the total gross recovery of the Litigating Local Governments' share of funds from the National Settlement Agreements. To avoid doubt, in no instance will Counsel receive more than 15% of the amount paid to their respective Litigating Local Government client(s) when taking into account what private attorneys receive from both the Backstop Fund and any fees received from the National Settlement Agreements' Contingency Fee Fund.
- E. Requirements to Seek Payment from Backstop Fund. A private attorney may seek payment from the Backstop Fund in the event that funds received by Counsel from the National Settlement Agreements' Contingency Fee Fund are insufficient to cover the amount that would be due to Counsel under any contingency fee agreement with a Litigating Local Government based on any recovery Litigating Local Governments receive from the National Settlement Agreements. Before seeking any payment from the Backstop Fund,

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<sup>3</sup> Order, In re: Nat'l Prescription Opiate Litig., Case No. 17-MD-02804, Doc. No. 3814 (N.D. Ohio August 6, 2021).

private attorneys must certify that they first sought fees from the National Settlement Agreements' Contingency Fee Fund, and must certify that they agreed to accept the maximum fees payments awarded to them. Nothing in this Section, or in the terms of this Agreement, shall be construed as a waiver of fees, contractual or otherwise, with respect to fees that may be recovered under a contingency fee agreement or otherwise from other past or future settlements, verdicts, or recoveries related to the opioid litigation.

- F. Special Master. A special master will administer the Backstop Fund, including overseeing any distribution, evaluating the requests of Counsel for payment, and determining the appropriate amount of any payment from the Backstop Fund. The special master will be selected jointly by the Minnesota Attorney General and the Hennepin County Attorney, and will be one of the following individuals: Hon. Jeffrey Keyes, Hon. David Lillehaug; or Hon. Jack Van de North. The special master will be compensated from the Backstop Fund. In the event that a successor special master is needed, the Minnesota Attorney General and the Hennepin County Attorney will jointly select the successor special master from the above-listed individuals. If none of the above-listed individuals is available to serve as the successor special master, then the Minnesota Attorney General and the Hennepin County Attorney will jointly select a successor special master from a list of individuals that is agreed upon between the Minnesota Attorney General, the Hennepin County Attorney, and Counsel.
- G. Special Master Determinations. The special master will determine the amount and timing of any payment to Counsel from the Backstop Fund. The special master shall make one determination regarding payment of attorney fees to Counsel, which will apply through the term of the recovery from the National Settlement Agreements. In making such determinations, the special master shall consider the amounts that have been or will be received by the private attorney's firm from the National Settlement Agreements' Contingency Fee Fund relating to Litigating Local Governments; the contingency fee contracts; the dollar amount of recovery for Counsel's respective clients who are Litigating Local Governments; the Backstop Fund Payment Cap above; the complexity of the legal issues involved in the opioid litigation; work done to directly benefit the Local Governments within the State of Minnesota; and the principles set forth in the Minnesota Rules of Professional Conduct, including the reasonable and contingency fee principles of Rule 1.5. In the interest of transparency, Counsel shall provide information in their initial fee application about the total amount of fees that Counsel have received or will receive from the National Attorney Fee Fund related to the Litigating Local Governments.
- H. Special Master Proceedings. Counsel seeking payment from the Backstop Fund may also provide written submissions to the special master, which may include declarations from counsel, summaries relating to the factors described above, and/or attestation regarding total payments awarded or anticipated from the National Settlement Agreements' Contingency Fee Fund. Private attorneys shall not be required to disclose work product, proprietary or confidential information, including but not limited to detailed billing or lodestar records. To the extent that counsel rely upon written submissions to support their application to the special master, the special master will incorporate said submission or summary into the record. Any proceedings before the special master and documents filed with the special master shall be public, and the special master's determinations regarding

any payment from the Backstop Funds shall be transparent, public, final, and not appealable.

- I. Distribution of Any Excess Funds. To the extent the special master determines that the Backstop Fund exceeds the amount necessary for payment to Counsel, the special master shall distribute any excess amount to Participating Local Governments according to the percentages set forth in **Exhibit B**.
- J. Term. The Backstop Fund will be administered for (a) the length of the National Litigation Settlement payments; or (b) until all Counsel for Litigating Local Governments have either (i) received payments equal to the Backstop Fund Payment Cap above or (ii) received the full amount determined by the special master; whichever occurs first.
- K. No State Funds Toward Attorney Fees. For the avoidance of doubt, no portion of the State Abatement Fund will be used to fund the Backstop Fund or in any other way to fund any Litigating Local Government's attorney fees and expenses. Any funds that the State receives from the National Settlement Agreements as attorney fees and costs or in lieu of attorney fees and costs, including the Additional Restitution Amounts, will be treated as State Abatement Funds.

## VII. **General Terms**

- A. Scope of agreement. This MOA applies to all settlements under the National Settlement Agreements with Settling Defendants and the Bankruptcy Resolutions with Bankruptcy Defendants.<sup>4</sup> The Parties agree to discuss the use, as the Parties may deem appropriate in the future, of the settlement terms set out herein (after any necessary amendments) for resolutions with Opioid Supply Chain Participants not covered by the National Settlement Agreements or a Bankruptcy Resolution. The Parties acknowledge that this MOA does not excuse any requirements placed upon them by the terms of the National Settlement Agreements or any Bankruptcy Resolution, except to the extent those terms allow for a State-Subdivision Agreement to do so.
- B. When MOA takes effect.
  1. This MOA shall become effective at the time a sufficient number of Local Governments have joined the MOA to qualify this MOA as a State-Subdivision Agreement under the National Settlement Agreements or as a Statewide Abatement Agreement under any Bankruptcy Resolution. If this MOA does not thereby qualify as a State-Subdivision Agreement or Statewide Abatement Agreement, this MOA will have no effect.
  2. The Parties may conditionally agree to sign on to the MOA through a letter of intent, resolution, or similar written statement, declaration, or pronouncement declaring

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<sup>4</sup> For the avoidance of doubt, this includes settlements reached with AmerisourceBergen, Cardinal Health, and McKesson, and Janssen, and Bankruptcy Resolutions involving Purdue Pharma L.P., and Mallinckrodt plc.

their intent to sign on to the MOA if the threshold for Party participation in a specific Settlement is achieved.

C. Dispute resolution.

1. If any Party believes another Party has violated the terms of this MOA, the alleging Party may seek to enforce the terms of this MOA in Ramsey County District Court, provided the alleging Party first provides notice to the alleged offending Party of the alleged violation and a reasonable opportunity to cure the alleged violation.
2. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds has violated any applicable ethics codes or rules, a complaint shall be lodged with the appropriate forum for handling such matters.
3. If a Party believes another Party, Region, or individual involved in the receipt, distribution, or administration of Opioid Settlement Funds violated any Minnesota criminal law, such conduct shall be reported to the appropriate criminal authorities.

D. Amendments. The Parties agree to make such amendments as necessary to implement the intent of this MOA.

E. Applicable law and venue. Unless otherwise required by the National Settlement Agreements or a Bankruptcy Resolution, this MOA, including any issues related to interpretation or enforcement, is governed by the laws of the State of Minnesota. Any action related to the provisions of this MOA must be adjudicated by the Ramsey County District Court. If any provision of this MOA is held invalid by any court of competent jurisdiction, this invalidity does not affect any other provision which can be given effect without the invalid provision.

F. Relationship of this MOA to other agreements and resolutions. All Parties acknowledge and agree that the National Settlement Agreements will require a Participating Local Government to release all its claims against the Settling Defendants to receive direct allocation of Opioid Settlement Funds. All Parties further acknowledge and agree that based on the terms of the National Settlement Agreements, a Participating Local Government may receive funds through this MOA only after complying with all requirements set forth in the National Settlement Agreements to release its claims. This MOA is not a promise from any Party that any National Settlement Agreements or Bankruptcy Resolution will be finalized or executed.

G. When MOA is no longer in effect. This MOA is effective until one year after the last date on which any Opioid Settlement Funds are being spent by the Parties pursuant to the National Settlement Agreements and any Bankruptcy Resolution.

H. No waiver for failure to exercise. The failure of a Party to exercise any rights under this MOA will not be deemed to be a waiver of any right or any future rights.

- I. No effect on authority of Parties. Nothing in this MOA should be construed to limit the power or authority of the State of Minnesota, the Attorney General, or the Local Governments, except as expressly set forth herein.
  
- J. Signing and execution. This MOA may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same agreement. This MOA may be executed by facsimile or electronic copy in any image format. Each Party represents that all procedures necessary to authorize such Party's execution of this MOA have been performed and that the person signing for such Party has been authorized to execute the MOA in an official capacity that binds the Party.

This **Minnesota Opioids State-Subdivision Memorandum of Agreement** is  
signed this 14th day of December, 2021 by:

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Name and Title: Mayor Mary Gaasch

On behalf of: City of Lauderdale, Minnesota

## EXHIBIT A

### List of Opioid Remediation Uses

Settlement fund recipients shall choose from among abatement strategies, including but not limited to those listed in this Exhibit. The programs and strategies listed in this Exhibit are not exclusive, and fund recipients shall have flexibility to modify their abatement approach as needed and as new uses are discovered.

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|---------------------|
| PART ONE: TREATMENT |
|---------------------|

**A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (“*OUD*”) and any co-occurring Substance Use Disorder or Mental Health (“*SUD/MH*”) conditions through evidence-based or evidence-informed programs<sup>5</sup> or strategies that may include, but are not limited to, those that:<sup>6</sup>

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, including all forms of Medication for Opioid Use Disorder (“*MOUD*”)<sup>7</sup> approved by the U.S. Food and Drug Administration.
2. Support and reimburse evidence-based services that adhere to the American Society of Addiction Medicine (“*ASAM*”) continuum of care for OUD and any co-occurring SUD/MH conditions.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, including *MOUD*, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (“*OTPs*”) to assure evidence-based or evidence-informed practices such as adequate methadone dosing and low threshold approaches to treatment.

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<sup>5</sup> Use of the terms “evidence-based,” “evidence-informed,” or “best practices” shall not limit the ability of recipients to fund innovative services or those built on culturally specific needs. Rather, recipients are encouraged to support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions.

<sup>6</sup> As used in this Exhibit, words like “expand,” “fund,” “provide” or the like shall not indicate a preference for new or existing programs.

<sup>7</sup> Historically, pharmacological treatment for opioid use disorder was referred to as “Medication-Assisted Treatment” (“*MAT*”). It has recently been determined that the better term is “Medication for Opioid Use Disorder” (“*MOUD*”). This Exhibit will use “*MOUD*” going forward. Use of the term *MOUD* is not intended to and shall in no way limit abatement programs or strategies now or into the future as new strategies and terminology evolve.



5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions and for persons who have experienced an opioid overdose.
6. Provide treatment of trauma for individuals with OUD (*e.g.*, violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (*e.g.*, surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.
7. Support detoxification (detox) and withdrawal management services for people with OUD and any co-occurring SUD/MH conditions, including but not limited to medical detox, referral to treatment, or connections to other services or supports.
8. Provide training on MOUD for health care providers, first responders, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH or mental health conditions.
10. Offer fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Offer scholarships and supports for certified addiction counselors, licensed alcohol and drug counselors, licensed clinical social workers, licensed mental health counselors, and other mental and behavioral health practitioners or workers, including peer recovery coaches, peer recovery supports, and treatment coordinators, involved in addressing OUD and any co-occurring SUD/MH or mental health conditions, including, but not limited to, training, scholarships, fellowships, loan repayment programs, continuing education, licensing fees, or other incentives for providers to work in rural or underserved areas.
12. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (“*DATA 2000*”) to prescribe MOUD for OUD, and provide technical assistance and professional support to clinicians who have obtained a *DATA 2000* waiver.
13. Dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service–Opioids web-based training curriculum and motivational interviewing.
14. Develop and disseminate new curricula, such as the American Academy of Addiction Psychiatry’s Provider Clinical Support Service for Medication–Assisted Treatment.

**B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in recovery from OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the programs or strategies that:

1. Provide comprehensive wrap-around services to individuals with OUD and any co-occurring SUD/MH conditions, including housing, transportation, education, job placement, job training, or childcare.
2. Provide the full continuum of care of treatment and recovery services for OUD and any co-occurring SUD/MH conditions, including supportive housing, peer support services and counseling, community navigators, case management, and connections to community-based services.
3. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions.
4. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, including supportive housing, recovery housing, housing assistance programs, training for housing providers, or recovery housing programs that allow or integrate FDA-approved medication with other support services.
5. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions.
6. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions.
7. Provide or support transportation to treatment or recovery programs or services for persons with OUD and any co-occurring SUD/MH conditions.
8. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions.
9. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
10. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to support the person with OUD in the family.

11. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to individuals with or in recovery from OUD, including reducing stigma.
12. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.
13. Create or support culturally appropriate services and programs for persons with OUD and any co-occurring SUD/MH conditions, including but not limited to new Americans, African Americans, and American Indians.
14. Create and/or support recovery high schools.
15. Hire or train behavioral health workers to provide or expand any of the services or supports listed above.

**C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED  
(CONNECTIONS TO CARE)**

Provide connections to care for people who have—or are at risk of developing—OUD and any co-occurring SUD/MH conditions through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Fund Screening, Brief Intervention and Referral to Treatment (“SBIRT”) programs to reduce the transition from use to disorders, including SBIRT services to pregnant women who are uninsured or not eligible for Medicaid.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Expand services such as navigators and on-call teams to begin MOUD in hospital emergency departments.
6. Provide training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MOUD, recovery case management or support services.
7. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, or persons who have experienced an opioid overdose, into clinically appropriate follow-up care through a bridge clinic or similar approach.

8. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions or persons that have experienced an opioid overdose.
9. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
10. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions or to persons who have experienced an opioid overdose.
11. Expand warm hand-off services to transition to recovery services.
12. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
13. Develop and support best practices on addressing OUD in the workplace.
14. Support assistance programs for health care providers with OUD.
15. Engage non-profits and the faith community as a system to support outreach for treatment.
16. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions.

**D. ADDRESS THE NEEDS OF CRIMINAL JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions who are involved in, are at risk of becoming involved in, or are transitioning out of the criminal justice system through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support pre-arrest or pre-arraignment diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, including established strategies such as:
  1. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (“*PAARP*”);
  2. Active outreach strategies such as the Drug Abuse Response Team (“*DART*”) model;

3. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  4. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (“*LEAD*”) model;
  5. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative; or
  6. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions to evidence-informed treatment, including MOUD, and related services.
  3. Support treatment and recovery courts that provide evidence-based options for persons with OUD and any co-occurring SUD/MH conditions.
  4. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are incarcerated in jail or prison.
  5. Provide evidence-informed treatment, including MOUD, recovery support, harm reduction, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions who are leaving jail or prison or have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
  6. Support critical time interventions (“*CTP*”), particularly for individuals living with dual-diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
  7. Provide training on best practices for addressing the needs of criminal justice-involved persons with OUD and any co-occurring SUD/MH conditions to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, harm reduction, case management, or other services offered in connection with any of the strategies described in this section.

**E. ADDRESS THE NEEDS OF THE PERINATAL POPULATION, CAREGIVERS, AND FAMILIES, INCLUDING BABIES WITH NEONATAL OPIOID WITHDRAWAL SYNDROME.**

Address the needs of the perinatal population and caregivers with OUD and any co-occurring SUD/MH conditions, and the needs of their families, including babies with

neonatal opioid withdrawal syndrome (“*NOWS*”), through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, those that:

1. Support evidence-based or evidence-informed treatment, including MOUD, recovery services and supports, and prevention services for the perinatal population—or individuals who could become pregnant—who have OUD and any co-occurring SUD/MH conditions, and other measures to educate and provide support to caregivers and families affected by Neonatal Opioid Withdrawal Syndrome.
2. Expand comprehensive evidence-based treatment and recovery services, including MOUD, for uninsured individuals with OUD and any co-occurring SUD/MH conditions for up to 12 months postpartum.
3. Provide training for obstetricians or other healthcare personnel who work with the perinatal population and their families regarding treatment of OUD and any co-occurring SUD/MH conditions.
4. Expand comprehensive evidence-based treatment and recovery support for *NOWS* babies; expand services for better continuum of care with infant-caregiver dyad; and expand long-term treatment and services for medical monitoring of *NOWS* babies and their caregivers and families.
5. Provide training to health care providers who work with the perinatal population and caregivers on best practices for compliance with federal requirements that children born with *NOWS* get referred to appropriate services and receive a plan of safe care.
6. Provide child and family supports for caregivers with OUD and any co-occurring SUD/MH conditions, emphasizing the desire to keep families together.
7. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
8. Offer home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, including, but not limited to, parent skills training.
9. Provide support for Children’s Services—Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

PART TWO: PREVENTION

**F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding medical provider education and outreach regarding best prescribing practices for opioids consistent with the Guidelines for Prescribing Opioids for Chronic Pain from the U.S. Centers for Disease Control and Prevention, including providers at hospitals (academic detailing).
2. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Providing Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Supporting enhancements or improvements to Prescription Drug Monitoring Programs (“*PDMPs*”), including, but not limited to, improvements that:
  1. Increase the number of prescribers using PDMPs;
  2. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs, by improving the interface that prescribers use to access PDMP data, or both; or
  3. Enable states to use PDMP data in support of surveillance or intervention strategies, including MOUD referrals and follow-up for individuals identified within PDMP data as likely to experience OUD in a manner that complies with all relevant privacy and security laws and rules.
6. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation’s Emergency Medical Technician overdose database in a manner that complies with all relevant privacy and security laws and rules.
7. Increasing electronic prescribing to prevent diversion or forgery.
8. Educating dispensers on appropriate opioid dispensing.

**G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Funding media campaigns to prevent opioid misuse, including but not limited to focusing on risk factors and early interventions.
2. Corrective advertising or affirmative public education campaigns based on evidence.
3. Public education relating to drug disposal.
4. Drug take-back disposal or destruction programs.
5. Funding community anti-drug coalitions that engage in drug prevention efforts.
6. Supporting community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction—including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (“SAMHSA”).
7. Engaging non-profits and faith-based communities as systems to support prevention.
8. Funding evidence-based prevention programs in schools or evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
9. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
10. Create or support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions.
11. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
12. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses, behavioral health



workers or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or another drug misuse.

**H. PREVENT OVERDOSE DEATHS AND OTHER HARMS (HARM REDUCTION)**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based or evidence-informed programs or strategies that may include, but are not limited to, the following:

1. Increased availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, individuals with OUD and their friends and family members, schools, community navigators and outreach workers, persons being released from jail or prison, or other members of the general public.
2. Public health entities providing free naloxone to anyone in the community.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, community support groups, and other members of the general public.
4. Enabling school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expanding, improving, or developing data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educating first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Syringe service programs and other evidence-informed programs to reduce harms associated with intravenous drug use, including supplies, staffing, space, peer support services, referrals to treatment, fentanyl checking, connections to care, and the full range of harm reduction and treatment services provided by these programs.
10. Expanding access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
11. Supporting mobile units that offer or provide referrals to harm reduction services, treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions.

12. Providing training in harm reduction strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions.
13. Supporting screening for fentanyl in routine clinical toxicology testing.

|                              |
|------------------------------|
| PART THREE: OTHER STRATEGIES |
|------------------------------|

**I. FIRST RESPONDERS**

In addition to items in section C, D and H relating to first responders, support the following:

1. Law enforcement expenditures related to the opioid epidemic.
2. Education of law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.
3. Provision of wellness and support services for first responders and others who experience secondary trauma associated with opioid-related emergency events.

**J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, coordination, facilitations, training and technical assistance to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Statewide, regional, local or community regional planning to identify root causes of addiction and overdose, goals for reducing harms related to the opioid epidemic, and areas and populations with the greatest needs for treatment intervention services, and to support training and technical assistance and other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A dashboard to (a) share reports, recommendations, or plans to spend opioid settlement funds; (b) to show how opioid settlement funds have been spent; (c) to report program or strategy outcomes; or (d) to track, share or visualize key opioid- or health-related indicators and supports as identified through collaborative statewide, regional, local or community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.

4. Provide resources to staff government oversight and management of opioid abatement programs.
5. Support multidisciplinary collaborative approaches consisting of, but not limited to, public health, public safety, behavioral health, harm reduction, and others at the state, regional, local, nonprofit, and community level to maximize collective impact.

**K. TRAINING**

In addition to the training referred to throughout this document, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, those that:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.
2. Support infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (*e.g.*, health care, primary care, pharmacies, PDMPs, etc.).

**L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, data collection and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on novel harm reduction and prevention efforts such as the provision of fentanyl test strips.
5. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
6. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (*e.g.*, Hawaii HOPE and Dakota 24/7).

7. Epidemiological surveillance of OUD-related behaviors in critical populations, including individuals entering the criminal justice system, including, but not limited to approaches modeled on the Arrestee Drug Abuse Monitoring (“*ADAM*”) system.
8. Qualitative and quantitative research regarding public health risks and harm reduction opportunities within illicit drug markets, including surveys of market participants who sell or distribute illicit opioids.
9. Geospatial analysis of access barriers to MOUD and their association with treatment engagement and treatment outcomes.

**M. POST-MORTEM**

1. Toxicology tests for the range of opioids, including synthetic opioids, seen in overdose deaths as well as newly evolving synthetic opioids infiltrating the drug supply.
2. Toxicology method development and method validation for the range of synthetic opioids observed now and in the future, including the cost of installation, maintenance, repairs and training of capital equipment.
3. Autopsies in cases of overdose deaths resulting from opioids and synthetic opioids.
4. Additional storage space/facilities for bodies directly related to opioid or synthetic opioid related deaths.
5. Comprehensive death investigations for individuals where a death is caused by or suspected to have been caused by an opioid or synthetic opioid overdose, whether intentional or accidental (overdose fatality reviews).
6. Indigent burial for unclaimed remains resulting from overdose deaths.
7. Navigation-to-care services for individuals with opioid use disorder who are encountered by the medical examiner’s office as either family and/or social network members of decedents dying of opioid overdose.
8. Epidemiologic data management and reporting to public health and public safety stakeholders regarding opioid overdose fatalities.

**EXHIBIT B**

**Local Abatement Funds Allocation**

| <b>Subdivision</b>   | <b>Allocation Percentage</b> |
|----------------------|------------------------------|
| AITKIN COUNTY        | 0.5760578506020%             |
| Andover city         | 0.1364919450741%             |
| ANOKA COUNTY         | 5.0386504680954%             |
| Apple Valley city    | 0.2990817344560%             |
| BECKER COUNTY        | 0.6619330684437%             |
| BELTRAMI COUNTY      | 0.7640787092763%             |
| BENTON COUNTY        | 0.6440948102319%             |
| BIG STONE COUNTY     | 0.1194868774775%             |
| Blaine city          | 0.4249516912759%             |
| Bloomington city     | 0.4900195550092%             |
| BLUE EARTH COUNTY    | 0.6635420704652%             |
| Brooklyn Center city | 0.1413853902225%             |
| Brooklyn Park city   | 0.2804136234778%             |
| BROWN COUNTY         | 0.3325325415732%             |
| Burnsville city      | 0.5135361296508%             |
| CARLTON COUNTY       | 0.9839591749060%             |
| CARVER COUNTY        | 1.1452829659572%             |
| CASS COUNTY          | 0.8895681513437%             |
| CHIPPEWA COUNTY      | 0.2092611794436%             |
| CHISAGO COUNTY       | 0.9950193750117%             |
| CLAY COUNTY          | 0.9428475281726%             |
| CLEARWATER COUNTY    | 0.1858592042741%             |
| COOK COUNTY          | 0.1074594959729%             |
| Coon Rapids city     | 0.5772642444915%             |
| Cottage Grove city   | 0.2810994719143%             |
| COTTONWOOD COUNTY    | 0.1739065270025%             |
| CROW WING COUNTY     | 1.1394859174804%             |
| DAKOTA COUNTY        | 4.4207140602835%             |
| DODGE COUNTY         | 0.2213963257778%             |
| DOUGLAS COUNTY       | 0.6021779472345%             |
| Duluth city          | 1.1502115379896%             |
| Eagan city           | 0.3657951576014%             |
| Eden Prairie city    | 0.2552171572659%             |
| Edina city           | 0.1973054822135%             |
| FARIBAULT COUNTY     | 0.2169409335358%             |
| FILLMORE COUNTY      | 0.2329591105316%             |
| FREEBORN COUNTY      | 0.3507169823793%             |
| GOODHUE COUNTY       | 0.5616542387089%             |

| <b>Subdivision</b>       | <b>Allocation Percentage</b> |
|--------------------------|------------------------------|
| GRANT COUNTY             | 0.0764556498477%             |
| HENNEPIN COUNTY          | 19.0624622261821%            |
| HOUSTON COUNTY           | 0.3099019273452%             |
| HUBBARD COUNTY           | 0.4582368775192%             |
| Inver Grove Heights city | 0.2193400520297%             |
| ISANTI COUNTY            | 0.7712992707537%             |
| ITASCA COUNTY            | 1.1406408131328%             |
| JACKSON COUNTY           | 0.1408950443531%             |
| KANABEC COUNTY           | 0.3078966749987%             |
| KANDIYOHI COUNTY         | 0.1581167542252%             |
| KITSON COUNTY            | 0.0812834506382%             |
| KOOCHICHING COUNTY       | 0.2612581865885%             |
| LAC QUI PARLE COUNTY     | 0.0985665133485%             |
| LAKE COUNTY              | 0.1827750320696%             |
| LAKE OF THE WOODS COUNTY | 0.1123105027592%             |
| Lakeville city           | 0.2822249627090%             |
| LE SUEUR COUNTY          | 0.3225703347466%             |
| LINCOLN COUNTY           | 0.1091919983965%             |
| LYON COUNTY              | 0.2935118186364%             |
| MAHNOMEN COUNTY          | 0.1416417687922%             |
| Mankato city             | 0.3698584320930%             |
| Maple Grove city         | 0.1814019046900%             |
| Maplewood city           | 0.1875101678223%             |
| MARSHALL COUNTY          | 0.1296352091057%             |
| MARTIN COUNTY            | 0.2543064014046%             |
| MCLEOD COUNTY            | 0.1247104517575%             |
| MEEKER COUNTY            | 0.3744031515243%             |
| MILLE LACS COUNTY        | 0.9301506695846%             |
| Minneapolis city         | 4.8777618689374%             |
| Minnetonka city          | 0.1967231070869%             |
| Moorhead city            | 0.4337377037965%             |
| MORRISON COUNTY          | 0.7178981419196%             |
| MOWER COUNTY             | 0.5801769148506%             |
| MURRAY COUNTY            | 0.1348775389165%             |
| NICOLLET COUNTY          | 0.1572381052896%             |
| NOBLES COUNTY            | 0.1562005111775%             |
| NORMAN COUNTY            | 0.1087596675165%             |
| North St. Paul city      | 0.0575844069340%             |
| OLMSTED COUNTY           | 1.9236715094724%             |
| OTTER TAIL COUNTY        | 0.8336175418789%             |
| PENNINGTON COUNTY        | 0.3082576394945%             |
| PINE COUNTY              | 0.5671222706703%             |

| <b>Subdivision</b>     | <b>Allocation Percentage</b> |
|------------------------|------------------------------|
| PIPESTONE COUNTY       | 0.1535154503112%             |
| Plymouth city          | 0.1762541472591%             |
| POLK COUNTY            | 0.8654291473909%             |
| POPE COUNTY            | 0.1870129873102%             |
| Proctor city           | 0.0214374127881%             |
| RAMSEY COUNTY          | 7.1081424150498%             |
| RED LAKE COUNTY        | 0.0532649128178%             |
| REDWOOD COUNTY         | 0.2809842366614%             |
| RENVILLE COUNTY        | 0.2706888807449%             |
| RICE COUNTY            | 0.2674764397830%             |
| Richfield city         | 0.2534018444052%             |
| Rochester city         | 0.7363082848763%             |
| ROCK COUNTY            | 0.2043437335735%             |
| ROSEAU COUNTY          | 0.2517872793025%             |
| Roseville city         | 0.1721905548771%             |
| Savage city            | 0.1883576635033%             |
| SCOTT COUNTY           | 1.3274301645797%             |
| Shakopee city          | 0.2879873611373%             |
| SHERBURNE COUNTY       | 1.2543449471994%             |
| SIBLEY COUNTY          | 0.2393480708456%             |
| ST LOUIS COUNTY        | 4.7407767169807%             |
| St. Cloud city         | 0.7330089009029%             |
| St. Louis Park city    | 0.1476314588229%             |
| St. Paul city          | 3.7475206797569%             |
| STEARNS COUNTY         | 2.4158085321227%             |
| STEELE COUNTY          | 0.3969975262520%             |
| STEVENS COUNTY         | 0.1439474275223%             |
| SWIFT COUNTY           | 0.1344167568499%             |
| TODD COUNTY            | 0.4180909816781%             |
| TRAVERSE COUNTY        | 0.0903964133868%             |
| WABASHA COUNTY         | 0.3103038996965%             |
| WADENA COUNTY          | 0.2644094336575%             |
| WASECA COUNTY          | 0.2857912156338%             |
| WASHINGTON COUNTY      | 3.0852862512586%             |
| WATONWAN COUNTY        | 0.1475626355615%             |
| WILKIN COUNTY          | 0.0937962507119%             |
| WINONA COUNTY          | 0.7755267356126%             |
| Woodbury city          | 0.4677270171716%             |
| WRIGHT COUNTY          | 1.6985269385427%             |
| YELLOW MEDICINE COUNTY | 0.1742264836427%             |

**EXHIBIT K**

**Settlement Participation Form**

|  |                  |
|--|------------------|
| <b>Governmental Entity:</b> City of Lauderdale | State: Minnesota |
| Authorized Official: Mayor Mary Gaasch         |                  |
| Address 1: 1891 Walnut Street                  |                  |
| Address 2:                                     |                  |
| City, State, Zip: Lauderdale, MN 55113         |                  |
| Phone: 651-792-7650                            |                  |
| Email: admin@lauderdalemn.org                  |                  |

The governmental entity identified above (“Governmental Entity”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“Janssen Settlement”), and acting through the undersigned authorized official, hereby elects to participate in the Janssen Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Janssen Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Janssen Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Janssen Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Janssen Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Janssen Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Janssen Settlement.
7. The Governmental Entity has the right to enforce the Janssen Settlement as provided therein.



8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Janssen Settlement, including but not limited to all provisions of Section IV (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Janssen Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Janssen Settlement shall be a complete bar to any Released Claim.
  
9. In connection with the releases provided for in the Janssen Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Janssen Settlement.

10. Nothing herein is intended to modify in any way the terms of the Janssen Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Janssen Settlement in any respect, the Janssen Settlement controls.

I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT K**

**Subdivision Settlement Participation Form**

|   |                  |
|---|------------------|
| Governmental Entity: City of Lauderdale | State: Minnesota |
| Authorized Official: Mayor Mary Gaasch  |                  |
| Address 1: 1891 Walnut Street           |                  |
| Address 2:                              |                  |
| City, State, Zip: Lauderdale, MN 55113  |                  |
| Phone: 651-792-7650                     |                  |
| Email: admin@lauderdalemn.org           |                  |

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated July 21, 2021 (“*Distributor Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Distributor Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Distributor Settlement, understands that all terms in this Participation Form have the meanings defined therein, and agrees that by signing this Participation Form, the Governmental Entity elects to participate in the Distributor Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, secure the dismissal with prejudice of any Released Claims that it has filed.
3. The Governmental Entity agrees to the terms of the Distributor Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Distributor Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Distributor Settlement solely for the purposes provided therein.
6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity’s state where the Consent Judgment is filed for purposes limited to that court’s role as provided in, and for resolving disputes to the extent provided in, the Distributor Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Distributor Settlement.

7. The Governmental Entity has the right to enforce the Distributor Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Distributor Settlement, including, but not limited to, all provisions of Part XI, and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Distributor Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Distributor Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Distributor Settlement.
10. In connection with the releases provided for in the Distributor Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

**General Release; extent.** A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Distributor Settlement.

11. Nothing herein is intended to modify in any way the terms of the Distributor Settlement, to which Governmental Entity hereby agrees. To the extent this Participation Form is interpreted differently from the Distributor Settlement in any respect, the Distributor Settlement controls.

I have all necessary power and authorization to execute this Participation Form on behalf of the Governmental Entity.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

Date: \_\_\_\_\_