

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:00 P.M. TUESDAY, JUNE 14, 2022
LAUDERDALE CITY HALL, 1891 WALNUT STREET

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

1. **CALL TO ORDER THE LAUDERDALE CITY COUNCIL MEETING**
2. **ROLL CALL**
3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the May 24, 2022 City Council Meeting
 - c. Claims Totaling \$123,664.83
4. **CONSENT**
 - a. May Financial Report
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Update from Eureka Recycling Staff
 - b. City Council Updates
7. **PUBLIC HEARINGS**

Public hearings are conducted so that the public affected by a proposal may have input into the decision. During hearings all affected residents will be given an opportunity to speak pursuant to the Robert's Rules of Order and the standing rules of order and business of the City Council.
8. **DISCUSSION / ACTION ITEM**
 - a. Declaration of Easement at 1795 Eustis Street
 - b. Assignment of Tax Increment Financing Document with Consent and Estoppel Certificate
 - c. Subordination Agreement to the Purchase and Development Agreement
 - d. Fencing Consortium Joint Powers Agreement
 - e. Green Step Cities Update
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Draft Administrative Citation Program
 - b. Election Judge Appointments

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 three (3) 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

To provide public comments, join us via Zoom.

You are invited to a Zoom webinar.

When: Jun 14, 2022 07:00 PM Central Time (US and Canada)

Topic: June 14, 2022 Lauderdale City Council Webinar

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/86176625696?pwd=WGJqTWt4TnZXTHE1Rmd4Tno4c3pQUT09>

Passcode: 847264

Or One tap mobile :

US: +13126266799,,86176625696# or +16465588656,,86176625696#

Or Telephone:

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

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

Webinar ID: 861 7662 5696

International numbers available: <https://us02web.zoom.us/j/86176625696>

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

Page 1 of 3

May 24, 2022

Call to Order

Mayor Gaasch called the Regular City Council meeting to order at 7:03 p.m.

Roll Call

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

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

Approvals

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

Mayor Gaasch asked if there were any corrections to the minutes of the May 10, 2022 city council meeting. There being none, Councilor Moffatt moved and seconded by Councilor Grove to approve the minutes of the May 10, 2022 city council meeting. Motion carried unanimously.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Grove moved and seconded by Councilor Pulford to approve the claims totaling \$24,256.41. Motion carried unanimously.

Consent

Councilor Moffatt moved and seconded by Councilor Pulford to approve the Consent Agenda thereby approving the liquor license for Day in the Park and acknowledging the April financial report.

Informational Presentations/Reports

A. City Council Updates

Councilor Pulford noted that NineNorth has narrowed their search for the Executive Director position down to four candidates.

Mayor Gaasch stated that the League of Minnesota Cities drafted a bill the Minnesota legislature to curb catalytic converter theft, but it ultimately did not pass. Gaasch continued to say that she attended the Lions Club picnic at Lauderdale Community Park on May 23.

Discussion/Action Items

A. Building Safety Month Proclamation and Update by Rum River Consultants

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

Page 2 of 3

May 24, 2022

Rum River Consultants owner Andy Schreder joined the meeting via Zoom to provide an update on their work with the City thus far. He also asked the city council to adopt a proclamation to highlight the importance of building safety. Education is a key component of their mission that he wants to promote in all the communities they work in.

Councilor Grove made a motion to adopt the Proclamation recognizing May as Building Safety Month in Lauderdale. This was seconded by Councilor Pulford and carried unanimously.

B. Resolution No. 052422A – Approving the Sale of 1795 Eustis Street and Authorizing Execution of the Revised Purchase and Development Agreement Related Thereto

As discussed previously, with rising interest rates and material prices, Real Estate Equities asked for a change to the pledged tax increment financing (TIF) amount by \$110,000. Instead of them receiving 75% of the TIF generated over a 15-year period, they would receive 90% of the TIF generated over a 15-year period. Butkowski also explained that should TIF laws change to encourage more affordable housing, the TIF amount could be reduced without the council having to vote again.

Councilor Moffatt made a motion to adopt Resolution No. 052422A—A Resolution Approving the Sale of 1795 Eustis Street and Authorizing Execution of the Amended and Restated Purchase and Development Agreement Related Thereto. This was seconded by Councilor Pulford and carried unanimously.

C. Annual Liability Insurance Renewal and Tort Waiver Questionnaire

The City's workers compensation, property, liability, sewer backup, and auto insurance policies run from August to August. Staff work with our insurance agent annually to prepare the materials for the renewal. Annually, the City Council must determine whether to waive the municipal tort liability limits established by state statute. The City has not waived them in the past as it opens the City to greater financial liability. Staff recommends maintaining that practice.

Councilor Pulford made a motion authorizing staff to remit the Liability Coverage—Waiver Form to LMCIT as presented indicating the City does not waive the monetary limits on municipal tort liability established by MS 466.04. This was seconded by Councilor Grove and carried unanimously.

D. Resolution No. 052422B – Providing for the Prepayment and Redemption of the City's Taxable General Obligation Tax Increment Revenue Refunding Bonds, Series 2021A

Upon the sale of 1795 Eustis Street, the City will repay the bonds used to purchase the site. The City's bond counsel provided staff with a resolution for approval at tonight's council meeting to authorize Bond Trust Services Corporation (a division of Ehler's Inc.) to begin the process to notify the bond holders and prepare for the payoff.

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

Page 3 of 3

May 24, 2022

Councilor Moffatt made a motion to adopt Resolution No. 052422B—A Resolution Providing for the Prepayment and Redemption of the City’s Taxable General Obligation Tax Increment Revenue Refunding Bond, Series 2021A. This was seconded by Councilor Grove and carried unanimously.

Set Agenda for Next Meeting

Administrator Butkowski said the June 14 council meeting may include a Green Step Cities update, a draft of the administrative citation program, and an update from Eureka Recycling staff.

Work Session

A. Community Development Update

Butkowski shared that she met with Falcon Heights to discuss snow plowing for the 2022-2023 winter season. She continued to say that a manhole was installed on May 24 in the alley between Pleasant Street and Lake Street to make way for finishing the sewer-lining project.

B. Opportunity for the Public to Address the City Council

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

Heather Brian, 1778 Eustis Street, stated that she appreciated the option of having Zoom to participate in city council meetings that are now in-person.

Adjournment

Councilor Moffatt moved and seconded by Councilor Grove to adjourn the meeting at 7:33 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

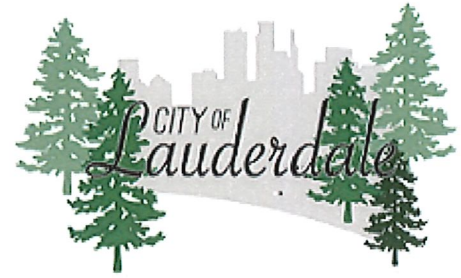
To: Mayor and City Council
From: City Administrator
Meeting Date: June 14, 2022
Subject: List of Claims

The claims totaling \$123,664.83 are provided for City Council review and approval that includes check numbers 27937 to 27958.

Accounts Payable

Checks by Date - Detail by Check Date

User: MILES.CLINE
 Printed: 6/10/2022 9:04 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	34	AFSCME MN Council 5 PR Batch 51100.05.2022 Union Dues	05/27/2022 PR Batch 51100.05.2022 Unic	164.64
Total for this ACH Check for Vendor 34:				164.64
ACH	43	Public Employees Retirement Association PR Batch 51100.05.2022 PERA Coordinated PR Batch 51100.05.2022 PERA Coordinated	05/27/2022 PR Batch 51100.05.2022 PER PR Batch 51100.05.2022 PER	1,047.14 1,208.24
Total for this ACH Check for Vendor 43:				2,255.38
ACH	44	Minnesota Department of Revenue PR Batch 51100.05.2022 State Income Tax	05/27/2022 PR Batch 51100.05.2022 Stat	698.99
Total for this ACH Check for Vendor 44:				698.99
ACH	45	ICMA Retirement Corporation PR Batch 51100.05.2022 Deferred Comp PR Batch 51100.05.2022 Deferred Comp	05/27/2022 PR Batch 51100.05.2022 Def PR Batch 51100.05.2022 Def	1,175.80 1,500.76
Total for this ACH Check for Vendor 45:				2,676.56
ACH	46	Internal Revenue Service PR Batch 51100.05.2022 Federal Income Tax PR Batch 51100.05.2022 Medicare Employer Po PR Batch 51100.05.2022 FICA Employee Portio PR Batch 51100.05.2022 Medicare Employee Pc PR Batch 51100.05.2022 FICA Employer Portio	05/27/2022 PR Batch 51100.05.2022 Fed PR Batch 51100.05.2022 Med PR Batch 51100.05.2022 FIC. PR Batch 51100.05.2022 Med PR Batch 51100.05.2022 FIC.	1,827.10 272.80 1,166.34 272.80 1,166.34
Total for this ACH Check for Vendor 46:				4,705.38
Total for 5/27/2022:				10,500.95
ACH	43	Public Employees Retirement Association PR Batch 51200.06.2022 PERA Coordinated PR Batch 51200.06.2022 PERA Coordinated	06/10/2022 PR Batch 51200.06.2022 PER PR Batch 51200.06.2022 PER	1,208.41 1,047.28
Total for this ACH Check for Vendor 43:				2,255.69
ACH	44	Minnesota Department of Revenue PR Batch 51200.06.2022 State Income Tax	06/10/2022 PR Batch 51200.06.2022 Stat	699.13
Total for this ACH Check for Vendor 44:				699.13
ACH	45	ICMA Retirement Corporation PR Batch 51200.06.2022 Deferred Comp PR Batch 51200.06.2022 Deferred Comp	06/10/2022 PR Batch 51200.06.2022 Def PR Batch 51200.06.2022 Def	1,211.30 1,500.76
Total for this ACH Check for Vendor 45:				2,712.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	46	Internal Revenue Service	06/10/2022	
		PR Batch 51200.06.2022 Medicare Employee Pc	PR Batch 51200.06.2022 Mec	253.38
		PR Batch 51200.06.2022 Medicare Employer Po	PR Batch 51200.06.2022 Mec	253.38
		PR Batch 51200.06.2022 FICA Employee Portio	PR Batch 51200.06.2022 FIC.	1,083.44
		PR Batch 51200.06.2022 Federal Income Tax	PR Batch 51200.06.2022 Fed	1,695.72
		PR Batch 51200.06.2022 FICA Employer Portio	PR Batch 51200.06.2022 FIC.	1,083.44
Total for this ACH Check for Vendor 46:				4,369.36
ACH	47	Public Employees Insurance Program	06/10/2022	
		PR Batch 51200.06.2022 Health Insurance	PR Batch 51200.06.2022 Hea	2,655.66
		PR Batch 51200.06.2022 Dental	PR Batch 51200.06.2022 Den	80.32
Total for this ACH Check for Vendor 47:				2,735.98
Total for 6/10/2022:				12,772.22
27937	184	Cintas	06/14/2022	
	4118802190	May Uniforms		8.46
	4120172258	May Uniforms		8.46
	4120880494	May Uniforms		4.23
	4120880494	May Uniforms		4.23
	4121532641	June Uniforms		4.23
	4121532641	June Uniforms		4.23
Total for Check Number 27937:				33.84
27938	36	City of Roseville	06/14/2022	
	0230969	June IT Services		1,802.97
Total for Check Number 27938:				1,802.97
27939	29	City of St Anthony	06/14/2022	
	4220	June Police Services		66,856.92
Total for Check Number 27939:				66,856.92
27940	25	County of Ramsey	06/14/2022	
		PR Batch 51100.05.2022 Long Term Disability	PR Batch 51100.05.2022 Lon	109.39
		PR Batch 51100.05.2022 Short Term Disability	PR Batch 51100.05.2022 Sho	99.19
		PR Batch 51100.05.2022 Life Insurance	PR Batch 51100.05.2022 Life	223.93
	RISK-002167	May Insurance Processing Fee		20.00
Total for Check Number 27940:				452.51
27941	25	County of Ramsey	06/14/2022	
	PRRRV-001869	Annual Voting Equipment Costs		1,690.90
Total for Check Number 27941:				1,690.90
27942	362	ESRI	06/14/2022	
	94262527	GIS Software Licenses		1,130.82
Total for Check Number 27942:				1,130.82
27943	61	Gopher State One Call	06/14/2022	
	2050530	May Locates		31.05
Total for Check Number 27943:				31.05
27944	82	Home Depot	06/14/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
27950	37 I025405	Park Service Inc Tire Disposal	06/14/2022	35.00
Total for Check Number 27950:				35.00
27951	155 65764	Seven Corners Printing 2Q2022 Newsletter	06/14/2022	1,136.00
Total for Check Number 27951:				1,136.00
27952	26 1924215 1924215 1924218	Stantec Consulting Services Inc General Engineering Services GIS Setup 2021 Sewer Lining Project	06/14/2022	724.00 90.50 1,900.50
Total for Check Number 27952:				2,715.00
27953	4 SI003747 SI003747	The Neighborhood Recycling Company Inc May Single Unit Dwelling May Multi-Family Recycling	06/14/2022	2,972.06 412.62
Total for Check Number 27953:				3,384.68
27954	3 473522712	US National Equipment Finance Inc June Copier Lease	06/14/2022	176.00
Total for Check Number 27954:				176.00
27955	90 9907761058 9907761058 9907761058	Verizon Wireless May Cell Phone May Cell Phone May Cell Phone	06/14/2022	45.12 90.24 45.12
Total for Check Number 27955:				180.48
27956	368 H2-1013839	VERSA-LOK Retaining Wall Systems Block & Adhesive for Park Retaining Wall Repa	06/14/2022	1,370.95
Total for Check Number 27956:				1,370.95
27957	7 9182130-0500-5	Waste Management Inc June - August City Hall	06/14/2022	326.73
Total for Check Number 27957:				326.73
27958	74 778071134 778140032	Xcel Energy Larpenteur Bridge Lights 2430 Larpenteur Avenue W	06/14/2022	38.19 16.73
Total for Check Number 27958:				54.92
Total for 6/14/2022:				100,391.66
Report Total (32 checks):				123,664.83

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 14, 2022

ITEM NUMBER May Financial Report

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month, staff provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for May 2022. The totals reflect all year end journal entries performed as part of the audit.

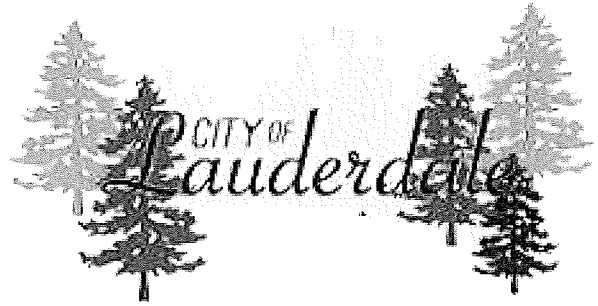
OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for May 2022.

General Ledger

Cash Balances



User: heather.butkowski
 Printed: 6/9/2022 1:50:54 PM
 Period 05 - 05
 Fiscal Year 2022

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,614,890.40	152,144.26	134,156.17	-2,596,902.31
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	7,545.18	0.94	2,626.71	4,919.41
Cash	227-00000-000-10100	51,609.81	8.80	5,353.79	46,264.82
Cash	228-00000-000-10100	137,932.29	26.25	0.00	137,958.54
Cash	305-00000-000-10100	8,661.57	1.65	0.00	8,663.22
Cash	306-00000-000-10100	174,846.56	33.28	0.00	174,879.84
Cash	401-00000-000-10100	148,896.92	28.34	0.00	148,925.26
Cash	403-00000-000-10100	415,529.01	79.08	0.00	415,608.09
Cash	404-00000-000-10100	215,844.67	40.54	2,850.00	213,035.21
Cash	414-00000-000-10100	227,247.32	43.25	0.00	227,290.57
Cash	416-00000-000-10100	90,115.77	0.00	0.00	90,115.77
Cash	602-00000-000-10100	925,337.70	12,020.88	17,442.29	919,916.29
Cash	603-00000-000-10100	360,064.39	9,078.43	10,038.50	359,104.32
Current Assets		148,840.79	173,505.70	172,467.46	149,879.03
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
Petty Cash		300.00	0.00	0.00	300.00
Investments - Fair Value Adj	101-00000-000-10410	2,978,955.59	559.28	100,000.00	2,879,514.87
Investments		2,978,955.59	559.28	100,000.00	2,879,514.87
Grand Total		<u>3,128,096.38</u>	<u>174,064.98</u>	<u>272,467.46</u>	<u>3,029,693.90</u>

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% ExpendCollect
101	General Fund					
	Revenue					
	Taxes	950,351.00	0.00	0.00	950,351.00	0.00
	Licenses and Permits	36,650.00	6,846.05	22,461.85	14,188.15	61.29
	Intergovernmental Revenues	524,591.00	0.00	0.00	524,591.00	0.00
	Charges for Services	11,100.00	576.02	5,915.75	5,184.25	53.30
	Fines and Forfeits	25,000.00	2,411.33	9,995.08	15,004.92	39.98
	Miscellaneous Revenue	9,000.00	130.03	11,619.10	-2,619.10	129.10
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	1,556,692.00	9,963.43	49,991.78	1,506,700.22	3.21
	Expense					
	Personal Services	417,828.00	31,822.73	165,682.32	252,145.68	39.65
	Supplies	15,450.00	1,968.39	5,951.73	9,498.27	38.52
	Other Services and Charges	1,118,414.00	86,771.85	428,422.30	689,991.70	38.31
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
	Expense	1,556,692.00	120,562.97	600,056.35	956,635.65	38.55
101	General Fund	0.00	-110,599.54	-550,064.57	550,064.57	0.00

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	Communications					
	Revenue					
	Taxes	18,000.00	0.00	4,217.74	13,782.26	23.43
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	200.00	0.94	11.06	188.94	5.53
	Revenue	18,200.00	0.94	4,228.80	13,971.20	23.24
	Expense					
	Personal Services	9,917.00	769.65	4,170.13	5,746.87	42.05
	Supplies	35,000.00	0.00	20.00	34,980.00	0.06
	Other Services and Charges	9,500.00	1,857.06	5,073.53	4,426.47	53.41
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	54,417.00	2,626.71	9,263.66	45,153.34	17.02
226	Communications	-36,217.00	-2,625.77	-5,034.86	-31,182.14	13.90

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	Recycling Revenue					
	Intergovernmental Revenues	6,118.00	0.00	-90.18	6,208.18	-1.47
	Miscellaneous Revenue	56,219.00	8.80	87.59	56,131.41	0.16
	Revenue	62,337.00	8.80	-2.59	62,339.59	0.00
	Expense					
	Personal Services	25,376.00	1,969.11	10,672.86	14,703.14	42.06
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	40,616.00	3,384.68	13,538.72	27,077.28	33.33
	Capital Outlay	350.00	0.00	0.00	350.00	0.00
	Expense	66,342.00	5,353.79	24,211.58	42,130.42	36.50
227	Recycling	-4,005.00	-5,344.99	-24,214.17	20,209.17	604.60

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
228	Fund Revenue					
	Miscellaneous Revenue	<u>50.00</u>	<u>26.25</u>	<u>208.40</u>	<u>-158.40</u>	<u>416.80</u>
	Revenue	50.00	26.25	208.40	-158.40	416.80
228	Fund	<u>50.00</u>	<u>26.25</u>	<u>208.40</u>	<u>-158.40</u>	<u>416.80</u>

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	300.00	1.65	11.86	288.14	3.95
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	300.00	1.65	11.86	288.14	3.95
	Expense					
	Other Services and Charges	475.00	0.00	0.00	475.00	0.00
	Debt Service	4,141.00	0.00	2,047.50	2,093.50	49.44
	Expense	4,616.00	0.00	2,047.50	2,568.50	44.36
305	GO TIF Revenue Bonds 2018A	-4,316.00	1.65	-2,035.64	-2,280.36	47.16

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	400.00	33.28	264.42	135.58	66.11
	Other Financing Sources	<u>124,688.00</u>	<u>0.00</u>	<u>68,143.00</u>	<u>56,545.00</u>	<u>54.65</u>
	Revenue	125,088.00	33.28	68,407.42	56,680.58	54.69
	Expense					
	Other Services and Charges	475.00	0.00	475.00	0.00	100.00
	Debt Service	<u>119,500.00</u>	<u>0.00</u>	<u>110,125.00</u>	<u>9,375.00</u>	<u>92.15</u>
	Expense	119,975.00	0.00	110,600.00	9,375.00	92.19
306	2019A Improvement Bonds	5,113.00	33.28	-42,192.58	47,305.58	-825.20

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	General Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	1,500.00	28.34	225.17	1,274.83	15.01
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	1,500.00	28.34	225.17	1,274.83	15.01
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	40,000.00	0.00	0.00	40,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	40,000.00	0.00	0.00	40,000.00	0.00
401	General Capital Projects	-38,500.00	28.34	225.17	-38,725.17	-0.58

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	Street Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	4,000.00	79.08	628.39	3,371.61	15.71
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	4,000.00	79.08	628.39	3,371.61	15.71
	Expense					
	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	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Expense	0.00	0.00	0.00	0.00	0.00
403	Street Capital Projects	4,000.00	79.08	628.39	3,371.61	15.71

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	Park Capital Projects					
	Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	3,000.00	40.54	327.13	2,672.87	10.90
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	3,000.00	40.54	327.13	2,672.87	10.90
	Expense					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	2,850.00	4,143.64	-4,143.64	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	2,850.00	4,143.64	-4,143.64	0.00
404	Park Capital Projects	3,000.00	-2,809.46	-3,816.51	6,816.51	-127.22

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Rosehill Tax Increment Revenue	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
405	Rosehill Tax Increment	0.00	0.00	0.00	0.00	0.00

General Ledger Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	Development Revenue					
	Miscellaneous Revenue	2,000.00	43.25	343.65	1,656.35	17.18
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	2,000.00	43.25	343.65	1,656.35	17.18
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Other Uses	<u>68,143.00</u>	<u>0.00</u>	<u>68,143.00</u>	<u>0.00</u>	<u>100.00</u>
	Expense	68,143.00	0.00	68,143.00	0.00	100.00
414	Development	-66,143.00	43.25	-67,799.35	1,656.35	102.50

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Expense	0.00	0.00	0.00	0.00	0.00
415	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	0.00	0.00	0.00	0.00	0.00
	Expense					
	Other Services and Charges	550.00	0.00	1,893.94	-1,343.94	344.35
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	550.00	0.00	1,893.94	-1,343.94	344.35
416	TIF District No. 1-2	-550.00	0.00	-1,893.94	1,343.94	344.35

General Ledger Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period: 05 - 05
 Fiscal Year: 2022

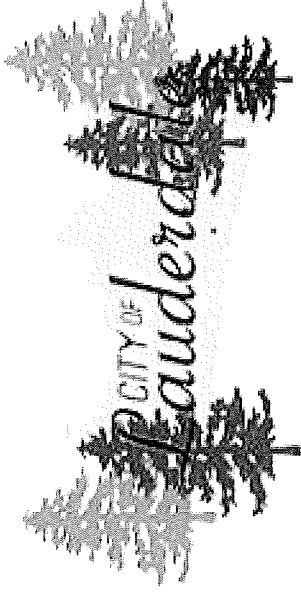


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	Sanitary Sewer Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	285,916.00	11,953.69	102,369.52	183,546.48	35.80
	Miscellaneous Revenue	8,000.00	175.05	1,385.86	6,614.14	17.32
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	293,916.00	12,128.74	103,755.38	190,160.62	35.30
	Expense					
	Personal Services	73,144.00	5,654.54	29,161.63	43,982.37	39.87
	Supplies	800.00	44.55	187.85	612.15	23.48
	Other Services and Charges	177,101.00	11,851.06	82,713.15	94,387.85	46.70
	Capital Outlay	0.00	0.00	-5,196.64	5,196.64	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	251,045.00	17,550.15	106,865.99	144,179.01	42.57
602	Sanitary Sewer	42,871.00	-5,421.41	-3,110.61	45,981.61	-7.26

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period: 05 - 05
 Fiscal Year 2022



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	Storm Water Revenue					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	109,338.00	9,029.14	43,009.01	66,328.99	39.34
	Miscellaneous Revenue	4,000.00	68.33	556.92	3,443.08	13.92
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	Revenue	113,338.00	9,097.47	43,565.93	69,772.07	38.44
	Expense					
	Personal Services	62,502.00	4,831.91	24,943.53	37,558.47	39.91
	Supplies	750.00	44.55	187.83	562.17	25.04
	Other Services and Charges	23,250.00	5,181.08	11,713.04	11,536.96	50.38
	Capital Outlay	45,000.00	0.00	29,900.00	15,100.00	66.44
	Other Uses	0.00	0.00	0.00	0.00	0.00
	Expense	131,502.00	10,057.54	66,744.40	64,757.60	50.76
603	Storm Water	-18,164.00	-960.07	-23,178.47	5,014.47	127.61

General Ledger

Revenue vs Expense

User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022



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

General Ledger

Revenue vs Expense



User: heather.butkowski
 Printed: 6/9/2022 1:51:30 PM
 Period 05 - 05
 Fiscal Year 2022

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,180,421.00	31,451.77	271,691.32	1,908,729.68	0.1246
Expense Total		2,293,282.00	159,001.16	993,970.06	1,299,311.94	0.4334
Grand Total		-112,861.00	-127,549.39	-722,278.74	609,417.74	6.3997

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 14, 2022

ITEM NUMBER Year-End Recycling Report

STAFF INITIAL Jim

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Joanna Stone, Director of Customer Relations, & Carl Ringberg, Director of Fleet Operations, from Eureka! Recycling will present information via Zoom on the recycling program for 2021.

Attached is the following:

- 2021 Year-End Recycling Report
- 2021 Tonnage Report
- 2021 Customer Service Report
- 2021 Contamination Report

Eureka! will also be at Day in the Park on July 21. At the event, they would like to promote a virtual tour of their Material Recovery Facility (MRF) for Lauderdale residents.

They also are offering a small group tour, in person, for City Council members.

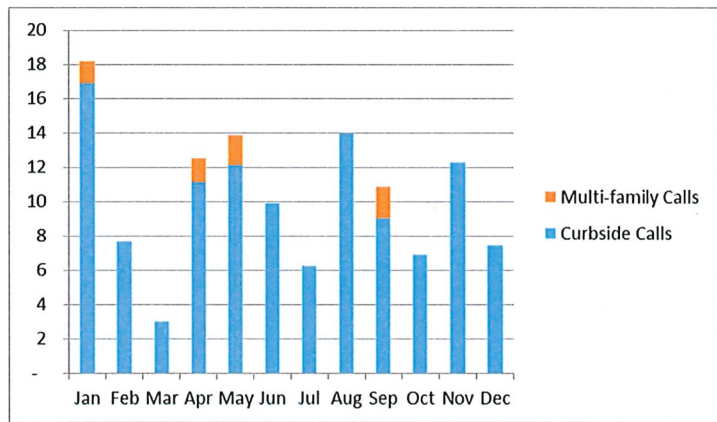
OPTIONS:

STAFF RECOMMENDATION:

2021 Lauderdale Annual Report from Eureka Recycling

Education Summary for Curbside and Multifamily Programs

LAUDERDALE	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
Hotline Calls and Emails													
Curbside Calls	17	8	3	11	12	10	6	14	9	7	12	7	116
Multi-family Calls	1	-	-	1	2	-	-	-	2	-	-	-	6
Total Calls	18	8	3	13	14	10	6	14	11	7	12	7	123
Requests for Printed Materials	-	-	-	-	-	-	-	1	-	-	-	-	1



Total number of stops

649

Amount stored, by recyclable material

No materials have been stored at our facility longer than needed to generate enough quantity to ship.

Participation Trend Study Report

Over the past few years, Eureka Recycling has transitioned away from doing participation studies by hand-counting the number of carts that are out in a 200 household area of Lauderdale, and replacing that study with a citywide, digital participation study using data from our digital routing system.

The study spans six weeks. Each time the truck tips a cart, that collection is recorded for that specific address. This data allows us to analyze all collection during a specific study period. The percentage of all addresses in each day's routes that register a tip in a given week is recorded as that week's set out rate, which is then averaged over the course of the study to calculate the city's set out rate.

The reports for each collection day are then sorted by address and duplicates are removed for households that set out more than once during the study period or who have more than one cart. The remaining list of addresses represents all households that participated in recycling at least once during the study, to arrive at the participation rate for the city.

There are some important things to remember when looking at this participation study data:

- The data is based on a "per building" or "per address" basis. If a cart is out at a duplex or a triplex, we count that address as participating on that day, and if there is not a cart out we count the address as not participating. There is no way for us to know which units are using the cart or carts that are set out. Similarly, for a single family home with two carts, we still count them as one participating address regardless of how many carts are out for collection.
- The "set out rate" is calculated by counting the number of addresses that set out a cart on each collection day, and taking the average of the number of carts set out each day during the six week study period.
- The "Participation Rate" is calculated by counting the percentage of unique addresses that participated in the program at least once during the six week study period.

Lauderdale	2016	2017	2018	2019	2020	2021
Set Out Rate	75%	64%	69%	69%	76%	74%
Participation Rate	90%	94%	90%	95%	96%	94%

Recycling Market Outlook for 2022

Prices for recycled material reached record highs during the summer of 2021. Some of the reasons for this include increased demand due to the pandemic, new mills for paper opening within the U.S., disruption in availability of virgin materials due to severe weather (particularly plastics), and brands increasing their use of recycled content. Prices began to see a decline in the fall; however, prices continue to be high compared to the last several years.

End markets are optimistic that this is a typical winter slump combined with some market adjustment after the highs of last summer and there is an expectation that prices will not fall to the levels they did after China's National Sword policy was implemented. As consumers have shifted to ordering materials online instead of shopping in stores, the demand for cardboard and paper has consistently been strong and now there are more paper mills operating within the U.S. who have demand for recycled content as feedstock. That said, supply chain and staffing problems can cause manufacturers to halt production at times and that could decrease demand causing a correlating decrease in pricing. So, although pricing may increase some – many expect it not to be a straight line but to return to the occasional dips and bumps that have happened in the past.

Trucking also continues to affect pricing negatively as the high demand for shipping combined with an ongoing shortage of drivers has made moving recyclables around the country more difficult. This is increasing the cost of transportation, which can negatively affect pricing – especially for materials that are shipped out of state such as PET, steel and aluminum.

Eureka Recycling continues to have good relationships with our end markets and was able to move all our material in 2021. We have at least three markets interested in each material except for glass and regularly get positive comments regarding the quality of the recyclables we sell (including glass). Additionally, we continue to focus on local markets when possible – in 2021, 76 percent of the material we processed stayed in Minnesota, 91 percent in the Midwest, and 100 percent stayed in North America. These business practices have been in place for years and are a reflection of our values around the environmental, economic, and human impacts of recycling, and we have seen the benefit of these relationships even more than usual in the current market environment.

Paper Markets: The building of US recycling infrastructure in response to China's recent policies limiting the import of post-consumer recyclable materials actually helped the industry weather the pandemic as more local paper mills had expanded capacity or come on line in reaction to China's National Sword policy. Demand stayed strong through most of 2021 though mills started filling up towards the end of the year and paper prices started to decline. Many expect that after the holidays paper mills will have run through their extra stock and prices will likely increase in the spring.

Plastics markets were a little more volatile and varied significantly by material type. Demand for PET bottles was the strongest we have seen in years. The primary cause of this was a spring storm in the gulf which knocked out many of the virgin PET manufacturers so the industry had to rely more on recycled content to get their feedstock. The effects from the storm faded this fall and prices started to decrease – it is tough to say if we'll see an increase in PET (though this typically happens in the spring in summer). Eureka continues to engage with several brands directly about how to connect their corporate commitments to using recycled content with the actual supply chain to realize the flow of PET bottles back into PET bottles.

HDPE Color followed a similar trend as PET but the sale of this material is more reliant on the agriculture industry, as much of this material gets made into drainage tile and piping for farms. When there is significant uncertainty (such as due to a pandemic or concerns about ability to trade agricultural products to other countries) farmers tend not to invest in new irrigation infrastructure, which can negatively impact the HDPE Color markets. **HDPE Natural** is the same

type of plastic as HDPE Color, but because it has no coloring added it is a more versatile product and can be turned into any type of product. Once colorant is added you can only recycle it into darker products. HDPE Natural prices reached record highs this year, and became even more valuable per pound than aluminum. This was primarily due to an increase of demand from brands to meet their recycled content commitments and the versatility of HDPE Natural as a feedstock into a variety of products because it does not have color. Because of this, most of Eureka Recycling's Natural HDPE is made back into bottles. Towards the end of the year HDPE Natural prices started falling – most experts saw this as a correction in the market and expect the price to rise again in the spring, though likely not to levels seen in 2021.

The third type of plastics we sort, **polypropylene (PP, #5)** started out strong in 2021 and similar to HDPE Natural, brand demand for this material has driven the price up for most of the year but it too decreased in the fall. Similar to other plastics experts expect this price to rise in the Spring as long as supply chain and staffing issues don't cause significant disruptions.

Metals markets strengthened significantly in the beginning of 2021 and then held steady through the year. Experts believe that trend will continue, although this material is especially sensitive to the impacts of tariffs and trade agreements as well as supply chain issues.



2021 Lauderdale Tonnage Report

Month	Percent	January	February	March	April	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total Tons By Commodity
Total Tons		15.40	14.06	18.46	14.37	13.95	18.05	13.71	15.74	13.40	14.47	17.15	16.91	185.67
Single Stream Composition														
News Mix	54.04%	8.32	7.60	9.98	7.77	7.54	9.75	7.41	8.51	7.24	7.82	9.27	9.14	100.34
Cardboard	10.03%	1.54	1.41	1.85	1.44	1.40	1.81	1.38	1.58	1.34	1.45	1.72	1.70	18.62
Mixed Paper	4.53%	0.70	0.64	0.84	0.65	0.63	0.82	0.62	0.71	0.61	0.66	0.78	0.77	8.41
Aluminum Cans	1.58%	0.24	0.22	0.29	0.23	0.22	0.29	0.22	0.25	0.21	0.23	0.27	0.27	2.93
Steel Cans	1.65%	0.25	0.23	0.30	0.24	0.23	0.30	0.23	0.26	0.22	0.24	0.28	0.28	3.06
HDPE NAT	1.13%	0.17	0.16	0.21	0.16	0.16	0.20	0.15	0.18	0.15	0.16	0.19	0.19	2.10
HDPE Col	0.44%	0.07	0.06	0.08	0.06	0.06	0.08	0.06	0.07	0.06	0.06	0.08	0.07	0.82
PET	3.03%	0.47	0.43	0.56	0.44	0.42	0.55	0.42	0.48	0.41	0.44	0.52	0.51	5.63
Tubs and Lids	0.21%	0.03	0.03	0.04	0.03	0.03	0.04	0.03	0.03	0.03	0.03	0.04	0.04	0.39
Mix Glass	20.15%	3.10	2.83	3.72	2.90	2.81	3.64	2.76	3.17	2.70	2.92	3.46	3.41	37.41
Milk Cartons/Juice Boxes	0.13%	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.02	0.24
Residual	3.08%	0.47	0.43	0.57	0.44	0.43	0.56	0.42	0.48	0.41	0.45	0.53	0.52	5.72
Totals	100.00%	15.40	14.06	18.46	14.37	13.95	18.05	13.71	15.74	13.40	14.47	17.15	16.91	185.67

2021 Customer Service Calls from Lauderdale Residents

Date/Time	Case Reason	Address	Status	Resolution
6-Apr-21	A7: Cleanup request- MISS (before next collection day)	1731 Malvern Street ,Lauderdale	Closed - Completed	MOLAU; IONE: Curb: block miss no trails on west side of Malvern for 4/6 or 4/7 Dispatched to ER34
6-Apr-21	A7: Cleanup request- MISS (before next collection day)	1695 Malvern Street ,Lauderdale	Closed - Completed	MoLau101: larpenteur: curb investigate 04/06 or 04/07 trails nothing reported. Dispatched to eR34
5-May-21	A8: Cleanup request- COURTESY (before next collection day)	1609 Pleasant St ,Lauderdale	Closed - Completed	TuLauRLD: larpenteur: MULTLAU1639: Courtney05/05 or 05/06 Key (2 keys). Overfilled container was not collected- property manager has corrected the issue. Dispatched to ER39
18-May-21	A7: Cleanup request- MISS (before next collection day)	1840 Walnut Street ,Lauderdale	Closed - Completed	MoLau101: summer: alley miss 05/18 - resident not collected 5/17, dispatched er26
31-Aug-21	A7: Cleanup request- MISS (before next collection day)	1715 Pleasant Street ,Lauderdale	Closed - Completed	MoLau101: Larpenteur: Curb: INVESTIGATE for 8-31 or 9-1. Resident states cart not picked up. Dispatched to ER26
21-Sep-21	R1 Property Damage	1763 Carl Street ,Lauderdale	Closed - Completed	MoLau101: Spring: Alley: Resident reports damage to garage. We have addressed this issue with the driver and taken care of the repair work using our contractor.
4-Oct-21	A7: Cleanup request- MISS (before next collection day)	1823 Carl Street ,Lauderdale	Closed - Completed	MoLau101: Spring: Curb: MISS 10/4 or 10/5 - no trails for west side of Carl Dispatched to ER29
5-Oct-21	A7: Cleanup request- MISS (before next collection day)	1784 Eustis Street ,Lauderdale	Closed - Completed	MoLau101: Spring: Curb: Investigate 10/5 - 10/6: Res called to report NPU: Confirmed guidelines: Only 2 residents set out on curb for Eustice. Dispatched to ER29
26-Oct-21	A8: Cleanup request- COURTESY (before next collection day)	1809 Malvern Street ,Lauderdale	Closed - Completed	MOLAU101: Spring: Curb: SPIWU: SPI Walk up driveway for disabled resident. for 10/26 Dispatched to ER15. UPDATE ER15 reported cart empty
21-Dec-21	A7: Cleanup request- MISS (before next collection day)	1910 Eustis Street ,Lauderdale	Closed - Completed	MoLau101: Roselawn: Curb: INVESTIGATE 12-21 or 12-22. Resident npu. Dispatched to ER26

Log of Contamination Reported by Drivers in Lauderdale: 2021

This is a log of addresses where drivers have reported contamination in the recycling carts in addition to tagging. Our GPS based data is accurate enough to allow us to look for trends on a neighborhood-basis, but does not always record data on precisely the correct house, depending on the relationship between where the real cart is actually placed and how close that is to the expected collection site stored in the system. It is not uncommon for data to be assigned to a neighboring house, which does not impact our customer relations team's ability to use this information to help resolve issues when residents call, but does mean that we do not send postcards based on a single report of contamination. We do monitor this data to look for trends over time, and where drivers are reporting repeat contamination issues we work with the driver to verify the actual address before sending educational information by mail.

Customer Address	Time Stamp	Service Status	Collection Location	Driver's notes
1609 PLEASANT ST	1/5/2021 11:08	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	
1609 PLEASANT ST	1/19/2021 11:48	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	
1609 PLEASANT ST	3/2/2021 11:00	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	
1832 CARL STREET	4/5/2021 9:25	CONTAMINATED (TRASH)	REC CURB	plastic bags
1775 WALNUT STREET	4/12/2021 13:06	CONTAMINATED (TRASH)	REC CURB	TRASH
1779 WALNUT STREET	4/12/2021 13:06	CONTAMINATED (TRASH)	REC CURB	
1787 WALNUT STREET	4/19/2021 14:50	CONTAMINATED (TRASH)	REC CURB	
1652 ROSEHILL CIRCLE	4/26/2021 7:18	CONTAMINATED (TRASH)	REC CURB	WOOD & PLASTIC BAGS
1609 PLEASANT ST	5/4/2021 11:13	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	east site left 2yder w/wood
1609 PLEASANT ST	5/18/2021 11:02	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	plbg
1811 PLEASANT STREET	5/24/2021 10:34	CONTAMINATED (TRASH)	REC CURB	plastic bags
1618 EUSTIS ST	6/1/2021 7:12	CONTAMINATED (TRASH)	REC CURB	
1751 PLEASANT STREET	7/5/2021 10:01	CONTAMINATED (TRASH)	REC CURB	
1786 PLEASANT STREET	10/4/2021 9:20	CONTAMINATED (TRASH)	REC CURB	TRASH
1609 PLEASANT ST	10/5/2021 12:35	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	
1855 MALVERN STREET	11/8/2021 13:48	CONTAMINATED (TRASH)	REC CURB	
1609 PLEASANT ST	11/9/2021 15:53	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	
1578 EUSTIS ST	12/6/2021 11:31	CONTAMINATED (TRASH)	REC CURB	
1609 PLEASANT ST	12/28/2021 12:32	CONTAMINATED (TRASH)	MULTIFAMILY ONCE A WEEK	

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 14, 2022

ITEM NUMBER 1795 Eustis Alley Easement

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In March, the City Council agreed to vacate the east-west leg of the alley to Malvern Street at 1795 Eustis Street in favor of a new alley with access to Eustis Street. The following declaration of easement document creates that new alley. This is the simplest way for the City to retain an easement for a new alley on the property ahead of the sale of the land to Real Estate Equities.

OPTIONS:

STAFF RECOMMENDATION:

Motion to adopt the Declaration of Easement at 1795 Eustis Street.

DECLARATION OF EASEMENT

THIS DECLARATION OF EASEMENT (the "Declaration") is made this 14th day of June, 2022, by the city of Lauderdale, a municipal corporation under the laws of Minnesota (the "Declarant").

Recitals

A. Declarant is the fee owner of certain real estate (the "Property") in Ramsey County, Minnesota, described as follows:

Parcel 1

Lots 1 to 6 inclusive, Block 10, Lauderdale's East Side Addition

Lots 23 to 30 inclusive, Block 10, Lauderdale's East Side Addition

Torrens Property

Parcel 2

That part of the vacated alley in Block 10 lying between the extensions across said vacated alley of the South line of Lot 6 and the North line of Lot 1, all in Block 10, Lauderdale's East Side Addition.

Abstract Property

B. Declarant wishes to establish a non-exclusive, permanent easement for ingress and egress purposes, over and across portions of the Property.

Declaration

Now, therefore, the Declarant hereby declares that the Property shall be held, sold and conveyed subject to the following easement, which shall inure to the benefit of the city of Lauderdale:

1. Ingress and Egress Easement. The Property shall be subject to a non-exclusive perpetual easement for purposes of ingress and egress, in favor of the city of Lauderdale, over, under and across that part of the Property legally described and further depicted on **Exhibit A** attached herein.

2. Scope of Easement Rights. The ingress and egress easement created herein includes the right of the city of Lauderdale, its contractors, agents and employees, to enter the Property at all reasonable times for the purpose of locating, constructing, operating, maintaining, altering and repairing in the described easement area a public roadway, storm sewer, sanitary sewer, water facilities, sidewalk or other facilities or improvements of any type that are not inconsistent with a public right-of-way use.

The easement created herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the city of Lauderdale's judgment unreasonably interfere with the easement or facilities of the city of Lauderdale, its successors or assigns.

3. Easement to Run with Land; No Merger. The easement created herein shall run with the land and be binding on all parties having any right, title or interest in the Property, their heirs, successors and assigns. The Declarant intends that the easement created herein shall not merge in Declarant's title to the Property and that any future conveyance of the Property by Declarant shall be subject to this Declaration of Easement.

4. Amendment; Modification; Termination. This Declaration may not be amended, modified or terminated without the consent of the city of Lauderdale.

[Remainder of page left intentionally blank; Signature page to follow]

EXHIBIT A

Legal Description and Depiction of the Ingress and Egress Easement Area

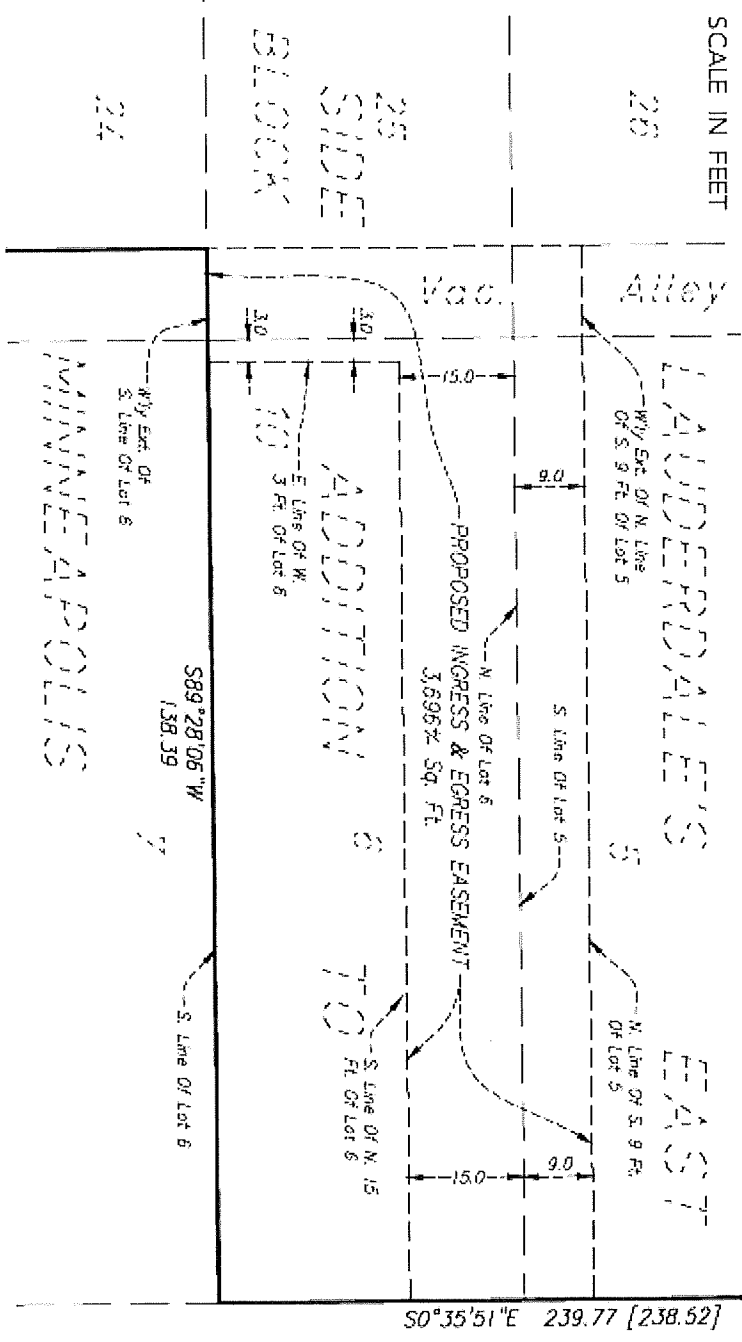
The south 9.00 feet of Lot 5, together with the west 3.00 feet and north 15.00 feet of Lot 6, all in Block 10, LAUDERDALE'S EAST SIDE ADDITION TO MINNEAPOLIS, Ramsey County, Minnesota.

Together with that part of the vacated Alley lying north of the westerly extension of the south line of said Lot 6 and south of the westerly extension of the north line of said south 9.00 feet of Lot 5.



SCALE IN FEET
0 20

EXHIBIT



Eustis Street
(fka Oak Street)

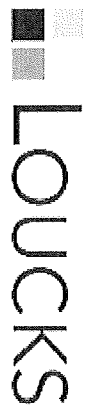
I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Wisconsin.

Mark L. Staniszewski

Mark L. Staniszewski - PLS

Licenses No. 48928

Date 10/29/20



Loucks Project No. 18644

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 14, 2022

ITEM NUMBER 1795 Eustis St. Agreements

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City Council does not need to approve the following Assignment of Tax Increment Financing Documents but the Consent and Estoppel Certificate, which is Exhibit B, must be signed by the Mayor and City Administrator. It has been reviewed by the city attorney. The city attorney advised that the documents in this packet are typical of what is required for real estate deals that involved the financing required.

OPTIONS:

STAFF RECOMMENDATION:

Motion authorizing the Mayor and City Administrator to sign Exhibit B, the Consent and Estoppel Certificate of the Assignment of Tax Increment Financing Documents.

ASSIGNMENT OF TAX INCREMENT FINANCING DOCUMENTS

THIS ASSIGNMENT OF TAX INCREMENT FINANCING DOCUMENTS (the “Assignment”) is made as of this 1st day of July, 2022, by and between LAUDERDALE AH I, LLLP, a Minnesota limited liability limited partnership (the “Assignor” or the “Borrower”), whose address is 579 Selby Avenue, Saint Paul, Minnesota 55102, and U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee (together with its successors and assigns, the “Trustee”), whose address is 60 Livingston Ave, Third Floor, EP-MN-WS3C, Saint Paul, Minnesota 55107-2292.

RECITALS:

A. Pursuant to and in accordance with the laws of the State of Minnesota, including, without limitation, Minnesota Statutes, Chapters 462C and 474A, as amended, and that certain Indenture of Trust dated as of July 1, 2022 (the “Indenture”) between the City of Lauderdale, Minnesota, a statutory city and political subdivision of the State of Minnesota (together with its successors and assigns, the “Issuer”) and the Trustee, the Issuer has determined to issue and sell its Multifamily Housing Revenue Bonds (The Fern Senior Affordable Housing Project), Series 2022A, in the original aggregate principal amount of \$14,350,000 (the “Bonds”) and to loan the proceeds to be derived from the sale thereof (the “Loan”) to the Borrower in accordance with the terms of that certain Loan Agreement dated as of July 1, 2022 by and between the Issuer and the Borrower (the “Loan Agreement”), for the purpose of financing (i) the acquisition, construction and equipping of The Fern Senior Living, a multifamily development consisting of approximately 114 units of affordable senior housing and facilities functionally related and subordinate thereto, to be located at 1795 Eustis Street in the City of Lauderdale, Minnesota (the “Project”); (ii) any required reserve funds; (iii) capitalized interest during the construction of the Project; and (iv) the costs of issuing the Bonds.

B. The Bonds and all liabilities and obligations of the Borrower under the Loan Agreement (including, without limitation, the repayment of the Loan) are secured by, among other things, a certain Combination Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated as of July 1, 2022, executed by the Borrower in favor of the Issuer, granting a lien on and encumbering the Project (as such mortgage may be amended, modified or supplemented, the “Mortgage”). The Issuer has assigned its rights under the Mortgage to the Trustee pursuant to that certain Assignment of Mortgage dated July 1, 2022.

C. Pursuant to that certain Amended and Restated Purchase and Development Agreement dated as of May 26, 2022 (the “Development Agreement”) by and between the City of Lauderdale, Minnesota, a municipal corporation under the laws of Minnesota (in such capacity, the “City”), Assignor has agreed to develop the Project. In exchange for developing the Project, Assignor has received or will receive from the City, among other things, a Taxable Tax Increment Revenue Note to be issued by the City in the anticipated original principal amount of \$920,000 and made payable to the order of the Assignor (the “TIF Note”). Unless the context herein otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in the Development Agreement.

D. In consideration of, and to secure the payment of, the Bonds and the Loan, the Trustee has required an assignment of the TIF Note and Assignor's rights under the Development Agreement.

This Assignment is subject to all of the following terms, conditions, and provisions:

TERMS, CONDITIONS, AND PROVISIONS

1. PRESENT PLEDGE AND ASSIGNMENT. Pursuant to the provisions of the Uniform Commercial Code in effect within the State of Minnesota (the "UCC"), as security for the Bonds and the Loan, the Assignor grants to the Trustee a security interest in all of the following property: (i) all right, title and interest of the Assignor in the TIF Note and to all payments under the TIF Note; (ii) all right, title and interest of the Assignor in the Development Agreement; and (iii) all replacements, substitutions and proceeds (the "Proceeds") relating to the items set forth in clauses (i)-(ii) to the extent the same relate to the Development Property (as defined in the Development Agreement) and/or the Project (hereinafter referred to as the "Collateral"), and all documents, ledger sheets, and files of the Assignor relating to the Collateral. The term "Proceeds" includes whatever is received by the Assignor upon the sale, exchange, or other disposition of any item of Collateral. This Assignment shall constitute a perfected, absolute and present pledge and assignment in connection with which the Assignor shall have delivered to the Trustee the Collateral documents endorsed and assigned to the Trustee. The Assignor shall execute and deliver to the Trustee an Allonge Endorsement in the form attached hereto as Exhibit A (or such other form that is reasonably requested by the Trustee) and an Assignment of Development Agreement in the form attached hereto as Exhibit C (or such other form that is reasonably requested by the Trustee). Upon the occurrence and during the continuance of an Event of Default, the payments under the TIF Note shall be paid directly to the Trustee until such time as the Bonds have been paid in full, at which time the Trustee shall promptly provide notice to the City (with a copy to Assignor) that such payments are to be made to the Assignor. Upon the occurrence and during the continuance of an Event of Default and prior to the full payment of the Note, if the Assignor receives any payments or prepayments on the TIF Note, the Assignor shall immediately remit such payments and/or prepayments to the Trustee.

2. REPRESENTATIONS AND WARRANTIES OF ASSIGNOR. The Assignor represents and warrants that:

(a) The Assignor is the true and lawful, absolute owner of the Collateral and, except for the liens and security interests created by this Assignment, the Collateral is free and clear of any lien, security interest, or encumbrance;

(b) The Assignor has the full right and title to collaterally assign and pledge the Collateral to the Trustee pursuant to the terms hereof and Section 6.3 of the Development Agreement; there are no outstanding claims, assignments or pledges thereof; and, to the actual knowledge of Assignor, there are no existing defaults under the Collateral documents on the part of makers thereof;

(c) To Assignor's actual knowledge, the Assignor has performed all of its obligations under the Development Agreement which are required to be performed as of the date hereof;

(d) To Assignor's actual knowledge, there are no defenses, setoffs or counterclaims against or with regard to the TIF Note or the Development Agreement or the indebtedness evidenced thereby;

(e) As of the date hereof, no principal or interest payments have been made on the TIF Note;

(f) The form of the TIF Note attached to the Development Agreement has not been amended or modified in any respect and, to Assignor's actual knowledge, upon the issuance and delivery thereof by the City, will be a valid and enforceable obligation of the City in accordance with its terms;

(g) The Development Agreement has not been amended or modified in any respect;

(h) The Development Agreement remains in full force and effect; and

(i) Except for the financing statement filed in connection with the pledge and security interest granted pursuant to this Assignment, no financing statement covering the Collateral is on file in any public office.

3. COVENANTS OF ASSIGNOR. The Assignor covenants and agrees that so long as any Bonds remain outstanding:

(a) The Assignor shall keep the Collateral: (i) free and clear of any lien, security interest or encumbrance, except for the liens and security interests created by this Assignment; and (ii) free from all tax liens;

(b) The Assignor shall maintain and keep accurate records, books and accounts with respect to the Collateral and any money, accounts receivable, and other proceeds of any sale or other disposition, and give to the Trustee upon request, a full and complete accounting with respect to the Collateral and the money, accounts receivable, proceeds and business;

(c) The Assignor shall permit the Trustee, through any representatives it may designate, at all reasonable times upon 48 hours prior written notice (except in cases where Trustee has given Assignor written notice of an uncured default or in cases of an emergency, in which case no notice will be required) reasonable advance notice, to enter any premises in which either the Collateral or any of the records, books and accounts may be situated, or any premises where the Trustee has reasonable cause to believe the items may be situated, for the purpose of examining and inspecting the Collateral;

(d) The Assignor shall join with the Trustee in preparing and filing at the appropriate offices one or more financing statements with regard to the Collateral complying with the UCC, in form satisfactory to the Trustee;

(e) The Assignor shall maintain, or cause to be maintained, insurance policies on the Project in accordance with the requirements set forth in the Development Agreement;

(f) The Assignor shall do any additional reasonable acts as the Trustee may require for the purpose of more completely assuring to the Trustee its rights to the Collateral;

(g) At any time the Assignor receives a written notice of default under the Development Agreement, Assignor shall promptly provide a copy of such notice of default to the Trustee; and

(h) The Assignor shall fully comply with its obligations under the Development Agreement and shall not waive, excuse, condone or in any matter release or discharge the City, of its obligations under the Development Agreement or under the TIF Note.

4. SECURITY AGREEMENT. This Assignment constitutes a “Security Agreement” under the UCC and shall be governed by the UCC.

5. PREPAYMENTS OF THE TIF NOTE. To the extent not directly paid to the Trustee, the Assignor agrees that should the City at any time prepay the TIF Note, the Assignor will deposit or cause to be deposited with the Trustee the entire amount of such prepayment. Any amount deposited with the Trustee shall be held by the Trustee in an escrow account for payment of the Bonds. The sums held in escrow pursuant hereto are held as security for the Bonds, the Assignor hereby granting a security interest in such sums to the Trustee as security for the same.

6. AUTHORIZATION TO THE CITY. The City is hereby irrevocably authorized and directed to make payments under the TIF Note directly to the Trustee and to recognize the claims of the Trustee or its assigns without investigating the reason for any action taken or the validity of or the amount of indebtedness owing to the Trustee or its successors or assigns, and the Assignor hereby irrevocably directs and authorizes the City to pay exclusively to the Trustee or its assigns, upon the occurrence and during the continuance of an Event of Default, until such time as the Bonds are indefeasibly paid in full, all sums due under the TIF Note that are otherwise due and payable to Assignor under the TIF Note. The Trustee and/or Assignor shall notify the City in writing at the address set forth in the Development Agreement at such time as the Bonds are indefeasibly paid in full. To the extent such sums are paid to the Trustee or its assigns, the Assignor agrees that the City shall have no further liability to the Assignor for the same. The sole receipt by the Trustee or its assigns of any sum paid by the City shall be in discharge and release of that portion of any amount owed by the City to Assignor under the TIF Note. The City is intended to and shall be a third party beneficiary to the foregoing provisions of this Section 6. The City has acknowledged the Trustee’s rights under this Assignment pursuant to a Consent and Estoppel Certificate, dated on or about the date hereof, in the form attached hereto as Exhibit B.

7. EVENTS OF DEFAULT. The occurrence of any of the following events shall constitute an event of default under this Assignment (individually, and, collectively, an “Event of Default”):

(a) Any failure by the Assignor to fully and completely perform any of the duties or obligations of Assignor under this Assignment or any failure by the Assignor to fully and completely observe, satisfy and comply with all terms, covenants and conditions of this Assignment and such failure is not cured within thirty (30) days after written notice thereof;

(b) Any representation or warranty of the Assignor contained in this Assignment shall be untrue or misleading in any material respect and the Assignor fails to take such actions as may be required to make such representation or warranty true and not misleading in any material respect within thirty (30) days after written notice thereof; and

(c) Any event designated as an "Event of Default" under the Loan Agreement, under the Mortgage or under any other security instrument given to secure the Loan and/or the Bonds.

8. REMEDIES. Upon the occurrence and during the continuance of an Event of Default:

(a) The Trustee may: (i) at its option, cure the Event of Default if it involves the payment of money (A) for insurance or taxes, assessments or other charges which Assignor has not paid in accordance with the Loan Agreement; or (B) for the satisfaction or discharge of any lien, security interest or encumbrance upon the Collateral, in which event the amount of any payments shall be added to the indebtedness secured by this Assignment, shall be secured, and shall be payable by the Assignor to the Trustee on demand; (ii) at its option, declare the indebtedness secured by this Assignment and evidenced by the Bonds to be immediately due and payable; (iii) to the extent applicable, take possession of the Collateral in accordance with applicable law; and/or (iv) exercise any and all other rights and remedies accorded to it by the UCC. In the event that any notice is required to be given under the UCC, such requirements for reasonable notice shall be satisfied by giving at least ten (10) days' notice prior to the event or thing giving rise to the notice requirement.

(b) The Assignor shall: (i) upon demand by the Trustee, assemble the Collateral and make it available to the Trustee, to which the Trustee shall have exclusive and unlimited access during the period it is exercising its rights and remedies under this Section 8; and (ii) pay to the Trustee on demand the expenses of the Trustee in retaking the Collateral, holding it, and, where it is to be disposed of, preparing it for sale and selling it, subject to the provisions of the Development Agreement, including the Trustee's reasonable attorneys' fees and legal expenses incurred in connection with any retaking or sale; and (iii) upon demand by the Trustee (A) assign or endorse to the Trustee all Proceeds and accounts receivable resulting from the sale of any of the Collateral; and (B) deliver to the Trustee all Proceeds received from the sale of any of the Collateral.

(c) Except as evidenced in a written notice signed by the Trustee, no course of dealing between the parties or any delay on the part of the Trustee in exercising any rights shall operate as a waiver of any rights or remedies of the Trustee.

(d) No remedy conferred upon the Trustee is intended to be exclusive of any other remedy.

9. MISCELLANEOUS PROVISIONS.

(a) Notices. All notices, demands, requests, consents, approvals and other communications required or permitted hereunder (“Notices”) must be given in accordance with the terms of the Loan Agreement and the Indenture.

(b) Successors and Assigns. All rights of the Trustee shall inure to the benefit of its successors and assigns, and all representations, warranties, covenants and obligations of Assignor shall bind its successors and assigns.

(c) Defined Terms. The definitions of the terms used in this Assignment and not otherwise defined herein shall be those found in the UCC.

(d) Severability. It is the intent of this Assignment to confer to the Trustee the rights and benefits hereunder to the full extent allowable by law. The unenforceability or invalidity of any provisions hereof shall not render any other provision or provisions herein contained unenforceable or invalid. Any provisions found to be unenforceable shall be severable from this Assignment.

(e) Governing Law. This Assignment shall be governed by and construed in accordance with the laws of the state in which the Project is located.

(f) Counterparts; Facsimile Signatures. This Assignment may be executed in any number of counterparts, all of which shall be taken to be one and the same instrument, for the same effect as if all parties hereto had signed the same signature page. Receipt of an executed signature page to this Assignment by facsimile or other electronic transmission shall constitute effective delivery thereof.

(g) WAIVER OF TRIAL BY JURY. ASSIGNOR HEREBY VOLUNTARILY, KNOWINGLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN ASSIGNOR AND TRUSTEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS ASSIGNMENT, OR ANY RELATIONSHIP BETWEEN ASSIGNOR AND THE TRUSTEE. THIS PROVISION IS A MATERIAL INDUCEMENT TO TRUSTEE TO ENTER INTO THIS ASSIGNMENT AND THE INDENTURE.

(h) JURISDICTION AND VENUE. ASSIGNOR HEREBY AGREES THAT ALL ACTIONS OR PROCEEDINGS INITIATED BY ASSIGNOR AND ARISING DIRECTLY OR INDIRECTLY OUT OF THIS ASSIGNMENT SHALL BE LITIGATED IN THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA, OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION OR, IF THE TRUSTEE INITIATES SUCH ACTION, ANY COURT IN WHICH THE TRUSTEE SHALL INITIATE SUCH ACTION AND WHICH HAS JURISDICTION. ASSIGNOR HEREBY EXPRESSLY SUBMITS AND CONSENTS IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED BY THE TRUSTEE IN ANY OF SUCH COURTS.

ASSIGNOR WAIVES ANY CLAIM THAT THE DISTRICT COURT OF RAMSEY COUNTY, MINNESOTA, THE DISTRICT COURT OF HENNEPIN COUNTY, MINNESOTA OR THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, FOURTH DIVISION IS AN INCONVENIENT FORUM OR AN IMPROPER FORUM BASED ON LACK OF VENUE. SHOULD ASSIGNOR, AFTER BEING SO SERVED, FAIL TO APPEAR OR ANSWER TO ANY SUMMONS, COMPLAINT, PROCESS OR PAPERS SO SERVED WITHIN THE NUMBER OF DAYS PRESCRIBED BY LAW AFTER THE SERVICE THEREOF, ASSIGNOR SHALL BE DEEMED IN DEFAULT AND AN ORDER AND/OR JUDGMENT MAY BE ENTERED BY THE TRUSTEE AGAINST ASSIGNOR AS DEMANDED OR PRAYED FOR IN SUCH SUMMONS, COMPLAINT, PROCESS OR PAPERS. THE EXCLUSIVE CHOICE OF FORUM FOR ASSIGNOR SET FORTH IN THIS SECTION SHALL NOT BE DEEMED TO PRECLUDE THE ENFORCEMENT BY THE TRUSTEE OF ANY JUDGMENT OBTAINED IN ANY OTHER FORUM OR THE TAKING BY THE TRUSTEE OF ANY ACTION TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE JURISDICTION, AND ASSIGNOR HEREBY WAIVES THE RIGHT, IF ANY, TO COLLATERALLY ATTACK ANY SUCH JUDGMENT OR ACTION.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, this Assignment of Tax Increment Financing Documents is executed as of the date first above written.

ASSIGNOR:

LAUDERDALE AH I, LLLP,
a Minnesota limited liability limited partnership

By: Lauderdale AH I, LLC,
a Minnesota limited liability company

Its: General Partner

By: _____

Patrick Ostrom

Its: Vice President

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
a national banking association, as trustee

By: _____

Name: _____

Title: _____

EXHIBIT A

**ALLONGE ENDORSEMENT TO
UNITED STATES OF AMERICA
STATE OF MINNESOTA
RAMSEY COUNTY
CITY OF LAUDERDALE**

TAXABLE TAX INCREMENT REVENUE NOTE

FOR VALUE RECEIVED, Lauderdale AH I, LLLP, a Minnesota limited liability limited partnership, endorses, assigns and transfers with recourse to U.S. Bank Trust Company, National Association, a national banking association, as trustee, all right, title and interest in and to the following described Taxable Tax Increment Revenue Note:

Taxable Tax Increment Revenue Note in the anticipated original principal amount of \$920,000 executed by the City of Lauderdale, Minnesota, a municipal corporation under the laws of Minnesota, as maker, to Lauderdale AH I, LLLP, a Minnesota limited liability limited partnership, as holder.

Dated this ___ day of _____, 20__.

THIS ALLONGE IS TO BE AFFIXED
TO THE NOTE DESCRIBED ABOVE

LAUDERDALE AH I, LLLP,
a Minnesota limited liability limited partnership

By: Lauderdale AH I, LLC,
a Minnesota limited liability company
Its: General Partner

By: _____
Patrick Ostrom
Its: Vice President

EXHIBIT B
CONSENT AND ESTOPPEL CERTIFICATE
[attached hereto]

EXHIBIT C

ASSIGNMENT OF PURCHASE AND DEVELOPMENT AGREEMENT

KNOW ALL BY THESE PRESENTS, that Lauderdale AH I, LLLP, a Minnesota limited liability limited partnership (the "Assignor"), in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, in hand paid by U.S. Bank Trust Company, National Association, a national banking association, as trustee (together with its successors and assigns, the "Trustee"), receipt of which is hereby acknowledged, does hereby sell, assign, transfer and set over, to the Trustee, its successors and assigns, all of the Assignor's right, title and interest in and to that certain Amended and Restated Purchase and Development Agreement dated as of May 26, 2022 by and between the City of Lauderdale, Minnesota, a municipal corporation under the laws of Minnesota (the "City"), and Assignor (the "Development Agreement"), together with all right and interest in the rights therein specified, and hereby constitutes and appoints the Trustee its attorney irrevocable to collect and receive said debt, and to enforce and satisfy the Development Agreement with respect to the Project as it might or could have done were these presents not executed and does hereby covenant with the Trustee that Assignor has good right to sell, assign and transfer the same.

IN WITNESS WHEREOF, Assignor has executed and delivered this Assignment of Purchase and Development Agreement as of the ____ day of _____, 20__.

LAUDERDALE AH I, LLLP,
a Minnesota limited liability limited partnership

By: Lauderdale AH I, LLC
Its: General Partner

By: _____
Patrick Ostrom
Its Vice President

STATE OF MINNESOTA)
)ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Patrick Ostrom, the Vice President of Lauderdale AH I, LLC, the General Partner of Lauderdale AH I, LLLP, a Minnesota limited liability limited partnership, on behalf of the partnership.

Notary Public

CONSENT AND ESTOPPEL CERTIFICATE

THIS CONSENT AND ESTOPPEL CERTIFICATE (this “Estoppel Certificate”), is dated as of July 1, 2022, and is from the CITY OF LAUDERDALE, MINNESOTA, a municipal corporation under the laws of Minnesota (in its capacity under the Development Agreement (defined below), the “City”), to U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee (together with its successors and assigns, the “Trustee”). The City hereby agrees with the Trustee as follows:

1. Unless the context otherwise indicates, capitalized terms used but not otherwise defined herein shall have the meanings given such terms in that certain Amended and Restated Purchase and Development Agreement dated as of May 26, 2022 (the “Development Agreement”), by and between the City and Lauderdale AH I, LLLP, a Minnesota limited liability limited partnership (the “Borrower”), as developer.

2. The City understands that, pursuant to and in accordance with the laws of the State of Minnesota, including, without limitation, Minnesota Statutes, Chapters 462C and 474A, as amended, and that certain Indenture of Trust dated as of July 1, 2022 between the City of Lauderdale, Minnesota, a statutory city and political subdivision of the State of Minnesota (in such capacity, the “Issuer”), and the Trustee (the “Indenture”), the Issuer has determined to issue and sell its Multifamily Housing Revenue Bonds (The Fern Senior Affordable Housing Project), Series 2022A, in the original aggregate principal amount of \$14,350,000 (the “Bonds”) and to loan the proceeds to be derived from the sale thereof (the “Loan”) to the Borrower in accordance with the terms of that certain Loan Agreement dated of even date herewith by and between Borrower and Issuer (the “Loan Agreement”). The Bonds and Borrower’s obligations and liabilities under the Loan Agreement (including, without limitation repayment of the Loan) are secured by, among other things, (i) that certain Combination Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated as of July 1, 2022 executed by Borrower in favor of Issuer granting a lien on and encumbering the Development Property and the Project, as assigned to Trustee pursuant to that Assignment of Mortgage dated as of July 1, 2022 (as so assigned, the “Mortgage”), and (ii) that certain Assignment of Tax Increment Financing Documents as of July 1, 2022 executed by Borrower and the Trustee (the “Assignment of TIF Documents”), granting to the Trustee a collateral assignment of and a security interest in, all right, title and interest of Borrower in and to the Development Agreement and that Taxable Tax Increment Revenue Note to be issued by the City pursuant to the terms of the Development Agreement and made payable to the order of the Borrower (the “TIF Note”).

3. The City understands that the Trustee has required this Estoppel Certificate as a condition of making and disbursing the Loan, and that the Trustee will rely on this Estoppel Certificate in connection therewith.

4. The City covenants, represents, and warrants to and agrees with the Trustee as follows:

- a. The TIF Note has been duly authorized by the City and, upon its issuance and delivery, will be a valid and binding special limited obligation of the City,

payable solely from the sources provided therefor in the TIF Note and the Development Agreement.

- b. That the payments to be made by the City to the Borrower under the TIF Note have been assigned to the Trustee pursuant to the Assignment of TIF Documents and that the City will, upon the occurrence and during the continuance of an Event of Default (as defined in the Assignment of TIF Documents), deposit all payments due in accordance with the terms of the Development Agreement and the TIF Note, and any optional prepayments, either in whole or in part, with the Trustee at the address set forth in Section 6 below, and upon such deposit the obligations of the City to the Borrower under the TIF Note with respect to such payment shall be deemed discharged to the extent paid directly to the Trustee pursuant to the terms of the Assignment of TIF Documents.
- c. That, unless Trustee is otherwise shown as the registered owner of the TIF Note upon its issuance, subject to the conditions set forth herein and in the Development Agreement, in the event that Trustee exercises its remedies under the Assignment of TIF Documents and becomes the holder of the TIF Note, the City will either (i) issue a new fully registered note to the Trustee or its nominee or (ii) evidence the transfer of the TIF Note to the Trustee or its nominee on the registration records for the TIF Note maintained by the City.
- d. That it hereby consents to the execution and delivery of the Mortgage and the Assignment of TIF Documents, and to the respective liens, security interests and assignments created therein, as security for the Bonds and the Loan; provided, that, except as set forth in that certain Subordination Agreement (Purchase and Development Agreement) dated as of July 1, 2022 made by the City in favor of Trustee, neither the Mortgage nor the Assignment of TIF Documents shall affect or impair any of the City's rights and remedies with respect to the Borrower under the Development Agreement.
- e. That it has received and approved the Construction Plans pursuant to Section 3.7 of the Development Agreement.
- f. That it has received and approved the Indenture, the Loan Agreement, the Mortgage and the Assignment of TIF Documents.
- g. That the Borrower has provided proof of insurance (and proof of the payment of all premiums therefor) as contemplated by Section 4.5(3)(b) of the Development Agreement.
- h. That, it has consented to the collateral assignment of the Development Agreement and the TIF Note to Trustee pursuant to the Assignment of TIF Documents and to the exercise of Trustee's rights and remedies thereunder.

5. The Development Agreement has not been amended or modified in any respect and represents the entire agreement of the parties thereto as to all of the subject matters dealt with therein. The Development Agreement is in full force and effect, and the City has given no notice of any default thereunder. To the best of the City's knowledge, the Borrower has performed all of its obligations under the Development Agreement which are required to be performed as of the date hereof. To the best of the City's knowledge, the Borrower is not in default in the performance or observance of any of its covenants or agreements under the Development Agreement or pursuant to any other agreement between Borrower and the City as of the date hereof.

6. Until the satisfaction or release of the Mortgage and the termination or release of the Assignment of TIF Documents, the City agrees to give the Trustee a copy of each notice or demand given to the Borrower with respect to any breach or default by the Borrower in its obligations under the Development Agreement at the same time such notice, demand or other communication is given to the Borrower under the Development Agreement, addressed to the Trustee as follows:

U.S. Bank Trust Company, National Association
60 Livingston Ave, Third Floor
EP-MN-WS3C
Saint Paul, MN 55107-2292
Attention: Corporate Trust Services

7. The City agrees to accept the cure by the Trustee of any default by the Borrower under the Development Agreement within sixty (60) days after the later of (i) delivery of notice of such default to the Trustee pursuant to Section 6 above and (ii) the expiration of the time provided to Borrower to cure any such default or defaults pursuant to Sections 5.1 and 5.2 of the Development Agreement; provided, that, the City acknowledges that the Trustee shall be under no obligation to cure any such default. No commencement of any performance by the Trustee of any obligation of the Borrower required under the Development Agreement shall obligate the Trustee to continue or complete such performance or otherwise perform any of the Borrower's obligations under the Development Agreement.

8. The City acknowledges and agrees that none of the Issuer, the Trustee, or their respective successors or assigns shall be obligated to construct or complete the Project; provided, that, the City acknowledges and agrees that, upon substantial completion of the Project in accordance with the Development Agreement, the Trustee shall be entitled to seek from the City, and the City shall be obligated to issue to the Trustee, a Certificate of Completion for the Project in accordance with the terms set forth in the Development Agreement.

9. The City agrees to provide the Trustee with notice of any proposed modifications or amendments to be made to the Development Agreement relating to the Development Property and/or the Project and the right to consent to such modifications or amendments.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the undersigned officers of the City have executed this Consent and Estoppel Certificate as of the date and year first written above.

CITY OF LAUDERDALE

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Mary Gaasch, the Mayor of the City of Lauderdale, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the Assignor.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Heather Butkowski, the City Administrator of the City of Lauderdale, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the Assignor.

Notary Public

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 14, 2022

ITEM NUMBER 1795 Eustis St. Agreement

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City Council is being asked to execute the following Subordination Agreement to the Purchase and Development Agreement. It has been reviewed by the city attorney. The city attorney advised that the documents in this packet are typical of what is required for real estate deals that involved the financing required .

OPTIONS:

STAFF RECOMMENDATION:

Motion authorizing the Mayor and City Administrator to sign the Subordination Agreement to the Purchase and Development Agreement.

**SUBORDINATION AGREEMENT
(Purchase and Development Agreement)**

THIS SUBORDINATION AGREEMENT (Purchase and Development Agreement) (this “Agreement”) is made as of this 1st day of July, 2022, by the CITY OF LAUDERDALE, a municipal corporation under the laws of Minnesota (the “City”), in favor of U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, as trustee (together with its successors and assigns, the “Trustee”).

RECITALS

A. The City and Lauderdale AH I, LLLP, a Minnesota limited liability limited partnership (“Borrower”), are parties to that certain Amended and Restated Purchase and Development Agreement dated as of May 26, 2022 (the “Development Agreement”), with respect to the development of certain real property located in Lauderdale, Minnesota and legally described on Exhibit A attached hereto (the “Development Property”).

B. Pursuant to Section 3.16 of the Development Agreement, Borrower has executed and delivered to the City that certain Declaration of Restrictive Covenants dated as of July 1, 2022 (the “Declaration”) setting forth certain affordability requirements in connection with the Project (as defined below).

C. Pursuant to and in accordance with the laws of the State of Minnesota, including, without limitation, Minnesota Statutes, Chapters 462C and 474A, as amended, and that certain Indenture of Trust dated as of July 1, 2022 (the “Indenture”) between the City of Lauderdale, Minnesota, a statutory city and political subdivision of the State of Minnesota (together with its successors and assigns the “Issuer”) and the Trustee, the Issuer has determined to issue and sell its Multifamily Housing Revenue Bonds (The Fern Senior Affordable Housing Project), Series 2022A, in the original aggregate principal amount of \$14,350,000 (the “Bonds”) and to loan the proceeds to be derived from the sale thereof (the “Loan”) to the Borrower in accordance with the terms of that certain Loan Agreement dated as of July 1, 2022 by and between the Issuer and the Borrower (the “Loan Agreement”), for the purpose of financing (i) the acquisition, construction and equipping of The Fern Senior Living, a multifamily development consisting of approximately 114 units of affordable senior housing and facilities functionally related and subordinate thereto, to be located on the Development Property at 1795 Eustis Street in the City of Lauderdale, Minnesota (the “Project”); (ii) any required reserve funds; (iii) capitalized interest during the construction of the Project; and (iv) the costs of issuing the Bonds.

D. The Bonds, and all liabilities and obligations of the Borrower under the Loan Agreement (including, without limitation, the repayment of the Loan), are secured by, among other things, a certain Combination Mortgage, Security Agreement, Fixture Financing Statement and Assignment of Leases and Rents dated as of July 1, 2022, executed by Borrower in favor of Issuer, granting a lien on and encumbering the Development Property and the Project (as such mortgage may be amended, modified or supplemented, the “Mortgage”). The Issuer has assigned its rights under the Mortgage to the Trustee pursuant to that certain Assignment of Mortgage dated July 1, 2022.

E. As a condition to issuing the Bonds and making the Loan available to Borrower, the Issuer and the Trustee require that the City subordinate its rights under the Development Agreement and under the Declaration to the lien of the Mortgage, the repayment of the Bonds and the payment of all amounts due under the Loan Agreement.

NOW THEREFORE, in consideration of the above premises and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the City hereby agrees as follows:

1. Defined Terms. Unless the context otherwise provides, each capitalized term not defined herein shall have the meaning therefor specified in the Development Agreement.

2. Subordination. The City agrees that any and all now existing or hereafter arising rights, interests and liens, if any, of the City in and to the Development Property and the Project arising under and pursuant to the Development Agreement, and the obligations of Borrower to the City contained in the Development Agreement, are subject, junior and subordinate to all now existing or hereafter arising rights, interests and liens held by the Trustee pursuant to the Mortgage. The City further agrees that any and all now existing or hereafter arising rights, interests and liens, if any, of the City under the Declaration are subject, junior and subordinate to all now existing or hereafter arising rights, interests and liens held by the Trustee pursuant to the Mortgage.

3. Construction Completion. The City acknowledges and agrees that none of the City, the Trustee, or their respective successors or assigns, shall be obligated to construct or complete the Project; provided, however, that, if the Trustee or its successors or assigns acquire the Development Property by foreclosure or by a conveyance in lieu of foreclosure, the City acknowledges and agrees that, upon substantial completion of the Project pursuant to and in accordance with the Development Agreement, the Trustee shall be entitled to seek from the City a Certificate of Completion for the Project in accordance with the terms set forth in the Development Agreement.

4. Entire Agreement; Modifications. The City acknowledges that the Trustee is not a party to the Development Agreement, that this Agreement and that certain Consent and Estoppel Certificate dated on or about the date hereof executed by the City in favor of the Trustee constitutes the entire agreement between the City and the Trustee with respect to the Development Agreement, and that this Agreement may be amended only in a writing executed by the City and the Trustee.

5. Successors and Assigns. This Agreement shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and their respective successors and assigns, including any subsequent holder of the Mortgage.

6. Notices. Any notices and other communications permitted or required by the provisions of this Agreement shall be in writing and shall be deemed to have been properly given or served by (i) personal delivery, (ii) depositing the same with the United States Postal Service, or any official successor thereto, designated as Registered or Certified Mail, Return Receipt Requested, bearing adequate postage, (iii) depositing the same with a reputable private courier or overnight delivery service, in each case addressed as hereafter provided. Each such notice shall be effective upon (a) immediately upon personal delivery, (b) three (3) days after being deposited in

the U.S. Mail, or upon delivery by facsimile or electronic mail, or (c) one (1) Business Day after being deposited with such courier service. The time period within which a response to any such notice must be given, however shall commence to run from the date of receipt of the notice by the addressee thereof. Rejection or other refusal to accept or the inability to deliver because of changed address of which no notice was given shall be deemed to be receipt of the notice sent. By giving to the other party hereto at least ten (10) days' notice thereof, either party hereto shall have the right from time to time to change its address and shall have the right to specify as its address any other address within the United States of America:

To the City: City of Lauderdale
 1891 Walnut Street
 Lauderdale, MN 55113
 Attention: Heather Butkowski, City Administrator

To Trustee: U.S. Bank National Association
 60 Livingston Ave, Third Floor
 EP-MN-WS3C
 Saint Paul, MN 55107-2292
 Attention: Corporate Trust Services

7. Governing Law and Construction. This Agreement shall be governed by, and construed and interpreted in accordance with, the internal substantive laws of the State of Minnesota, without giving effect to the conflicts of laws, rules and principals of such state.

8. Consent to Jurisdiction. The City hereby submits and consents to the personal jurisdiction to the courts of Ramsey County, Minnesota and the courts of the United States of America located in that state for the enforcement of this instrument and waives any and all personal rights under the laws of any state or the United States of America to object to jurisdiction in such courts. Litigation may be commenced in the state court of general jurisdiction for any of such counties or the United States District Court located in Minnesota, at the election of Trustee. Nothing contained herein shall prevent Trustee from bringing any action in any other state or jurisdiction against any other person or exercising any rights against any security given to Trustee. Commencement of any such action or proceeding in any other state or jurisdiction shall not constitute a waiver of consent to jurisdiction of or the submission made by the City to personal jurisdiction within the State of Minnesota. In the event an action is commenced in another jurisdiction or venue under any tort or contract theory arising directly or indirectly from the relationship created by this Agreement, Trustee, at its option, shall be entitled to have the case transferred to one of the jurisdictions and venues above described or any other jurisdiction, or if such transfer cannot be accomplished under applicable law, to have such case dismissed without prejudice.

9. Waiver of Jury Trial. THE CITY HEREBY VOLUNTARILY, KNOWINGLY, INTENTIONALLY, IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE (WHETHER BASED UPON CONTRACT, TORT OR OTHERWISE) BETWEEN OR AMONG THE CITY, THE ISSUER AND THE TRUSTEE ARISING OUT OF OR IN ANY WAY RELATED TO THIS AGREEMENT OR ANY RELATIONSHIP BETWEEN THE CITY, THE ISSUER AND THE

TRUSTEE. THIS PROVISION IS A MATERIAL INDUCEMENT TO ISSUER AND TRUSTEE TO ISSUE THE BONDS AND TO PROVIDE THE LOAN DESCRIBED HEREIN.

[Remainder of Page Intentionally Left Blank]

*Signature Page to
Subordination Agreement
(Purchase and Development Agreement)*

IN WITNESS WHEREOF, the City has executed this Agreement as of the day and year first written above.

CITY OF LAUDERDALE

By: _____
Its Mayor

By: _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Mary Gaasch, the Mayor of the City of Lauderdale, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the Assignor.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Heather Butkowski, the City Administrator of the City of Lauderdale, Minnesota, a statutory city and political subdivision of the State of Minnesota, on behalf of the Assignor.

Notary Public

This Instrument Drafted By:

Fabyanske, Westra, Hart & Thomson, P.A.
333 South Seventh Street, Suite 2600
Minneapolis, MN 55402
(612) 359-7600

Exhibit A
to
Subordination Agreement
(Purchase and Development Agreement)

Legal Description

Lots 1 to 6 inclusive, Block 10, Lauderdale's East Side Addition

Lots 23 to 30 inclusive, Block 10, Lauderdale's East Side Addition

That part of the vacated alley in Block 10 lying between the extensions across said vacated alley of the South line of Lot 6 and the North line of Lot 1, all in Block 10, Lauderdale's East Side Addition.

Ramsey County, Minnesota

Being Registered land

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 14, 2022

ITEM NUMBER Fence Consortium JPA

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

When protests happened in recent years, fencing was hard to procure and get in place quickly. Police departments in Hennepin County started discussing the problem and it grew from there. There is a metro-wide plan for cities that opt into a joint powers agreement (JPA) to buy and store fencing for emergency use. Included is the presentation created by the Crystal Director of Public Works who has been spearheading the effort.

Staff have been working with SAPD on the matter. They are joining the JPA to procure fencing for some of their buildings. The question is whether we are interested as well. The diagram included shows the fencing needed for just City Hall. The final cost isn't know but an estimate was about \$2,000 per year. The cost is contingent on how many folks join the effort and how much fencing they want held for them.

Being part of this JPA is like buying insurance. You will continue to pay in but may never need the fencing. How much value is there to being a member?

OPTIONS:

STAFF RECOMMENDATION:

Locations
OR
TE
DRANT



Roselawn

Hwy 280

P

G

Lauderdale

P

Walnut

City	Part of Statewide PW Pact?	Map Done?	Footage (Rounded)	Footage % (Rounded to the 0.01%)	Estimated Pro-rated Availability Cost (Annual)
Scott County Sheriff	No	Yes	4,170	4.32%	\$ 15,746
Eden Prairie	Yes	Yes	3,290	3.41%	\$ 12,429
Brooklyn Park	Yes	Yes	3,200	3.32%	\$ 12,101
Woodbury	No	Yes	3,140	3.25%	\$ 11,846
Cottage Grove	No	Yes	3,000	3.11%	\$ 11,336
Blaine	Yes	Yes	2,780	2.88%	\$ 10,498
Wayzata	Yes	Yes	2,750	2.85%	\$ 10,388
Bloomington	No	Yes	2,740	2.84%	\$ 10,352
Maple Grove	No	Yes	2,650	2.75%	\$ 10,024
Washington County Sheriff	Yes	Yes	2,610	2.70%	\$ 9,842
St Paul HQ	No	Yes	2,540	2.63%	\$ 9,586
Medina	No	Yes	2,520	2.61%	\$ 9,513
Maplewood	No	Yes	2,400	2.49%	\$ 9,076
New Hope	Yes	Yes	2,400	2.49%	\$ 9,076
Corcoran	No	Yes	2,200	2.28%	\$ 8,311
Plymouth	Yes	Yes	2,200	2.28%	\$ 8,311
Eagan	Yes	Yes	2,130	2.21%	\$ 8,055
Fridley	No	Yes	2,120	2.20%	\$ 8,019
Richfield	Yes	Yes	2,110	2.19%	\$ 7,983
St Louis Park	Yes	Yes	1,990	2.06%	\$ 7,509
Edina	Yes	Yes	1,900	1.97%	\$ 7,181
Golden Valley	Yes	Yes	1,800	1.87%	\$ 6,816
New Brighton	Yes	Yes	1,780	1.84%	\$ 6,707
Lino Lakes	No	Yes	1,770	1.83%	\$ 6,670
South Lake Mtka	No	Yes	1,770	1.83%	\$ 6,670
FAA/MAC	No	Yes	1,720	1.78%	\$ 6,488
Crystal	Yes	Yes	1,710	1.77%	\$ 6,452
Champlin	No	Yes	1,700	1.76%	\$ 6,415
Mnettonka	Yes	Yes	1,680	1.74%	\$ 6,342
South St Paul	No	Yes	1,650	1.71%	\$ 6,233
St. Francis	No	Yes	1,510	1.56%	\$ 5,686
Inver Grove Heights	No	Yes	1,500	1.55%	\$ 5,650
St Paul Park	No	Yes	1,470	1.52%	\$ 5,540
Hopkins	Yes	Yes	1,440	1.49%	\$ 5,431
Columbia Heights	Yes	Yes	1,390	1.44%	\$ 5,249
Mound (Orono)	Yes	Yes	1,350	1.40%	\$ 5,103
Oak Park Heights	No	Yes	1,320	1.37%	\$ 4,994
Osseo	No	Yes	1,320	1.37%	\$ 4,994
Jordan	No	Yes	1,300	1.35%	\$ 4,921
St Anthony	No	Yes	1,300	1.35%	\$ 4,921
Stillwater	No	Yes	1,280	1.33%	\$ 4,848
West Hennepin PD	No	Yes	1,260	1.31%	\$ 4,775
Brooklyn Center	Yes	Yes	1,250	1.30%	\$ 4,739
Rogers	No	Yes	1,200	1.24%	\$ 4,520
Spring Lake Park	No	Yes	1,170	1.21%	\$ 4,410
Elko New Market	No	Yes	1,150	1.19%	\$ 4,338
Oakdale	No	Yes	1,150	1.19%	\$ 4,338
Chaska	No	Yes	1,100	1.14%	\$ 4,155
North St Paul	No	Yes	1,080	1.12%	\$ 4,082
Robbinsdale	No	Yes	1,050	1.09%	\$ 3,973
Lauderdale (St Anthony)	Yes	Yes	490	0.51%	\$ 1,859

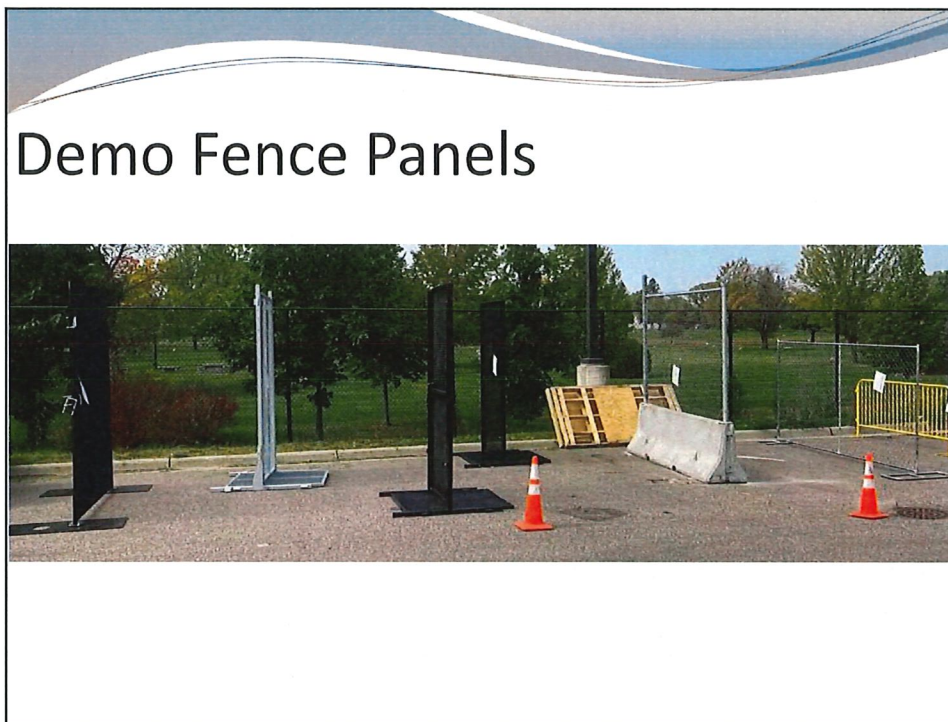
Fencing Consortium JPA

How it started

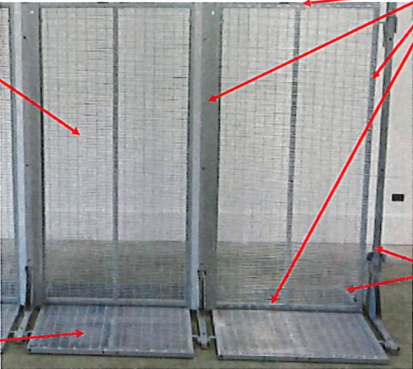
- Spring 2021 with Hennepin Chiefs of Police
 - Quickly grew beyond just Hennepin
 - Now is a Metro Region-wide initiative
- As quickly as possible (hours, not days) get anti-scale fencing up around the police department after a no-notice, critical incident
- Current constraining factors
 - Fencing product availability
 - Timely response capability
 - Transportation of fencing to site
 - Staffing/equipment for setup

Fence Working Group Timeline

- 2021 June/July – Fencing experts
 - Metropolitan Airports Commission
 - US Secret Service
- 2021 August/September – Met with vendors
 - ARX Perimeters (ARX), Premiere Global Productions (PGP), Long Fence, Hercules
- 2021 October
 - Decision on vendors, preparation work to get cost info
 - Start logistics conversations
- 2021 November/December
 - Start legal consortium (JPA) framework
 - Continued logistics/cost info work
- 2021 January/February
 - Continued JPA development
 - Continued logistics/map development
- 2021 March/April
 - JPA finalized
 - Pursued State funding
- 2022 September – Consortium formally starts



Anti-scale fence basics



8' tall, 4' wide panels that are locked together

Gaps between fence sheet metal too small for fingers to get through (hence harder to climb)

Base that extends on both sides of the fence to provide stability. If people are standing on the platform, their weight helps hold the fence in place

Concrete barriers not essential for setup (thus quicker and more flexible over different surfaces)

Metal frame on all sides of fence sheet, providing uniform mesh strength (fence is basically a see-through wall)

No bolts or other exposed hardware

Heavy equipment only needed for loading/unloading from semi. Setup is all manual labor



Why anti-scale fencing?

- Provide physical separation between law enforcement and protestors
 - Promotes improved mental health environment for all (reduce PTSD)
 - Pre-plan and standardize perimeter layout

Why anti-scale fencing?

- Reduce the need for crowd control measures to be used for violent or destructive actors
 - Improved safety for all
 - Minimize potential impact on adjacent properties
 - Crowd control measures are seen as escalating
 - Another tool for facilitating peaceful protests

Why anti-scale fencing?

- Create a space for protesting
 - Not seen as officers vs. protestors, but protestors just protesting (including optics)
 - Supports efforts to coordinate/communicate with specific protest groups and organizers ahead of time
 - Improved distinction between legal protestors and violent or destructive actors
 - Officers in riot gear are more likely to be able to remain out of sight of legal protestors

Why anti-scale fencing?

- Reduce resource demands committed to one location
 - Local law enforcement agencies are too small to handle large-scale civil disturbance
 - Potentially need fewer officers for security at the site
 - Free up more resources to continue to respond to calls for service in impacted community
 - Takes into consideration that protests may be a protracted event

Why a Consortium?

- Cost
- Staffing resources through mutual aid
- Provide experienced leadership for fence deployment operations
 - Unified command structure across professions and agencies

Consortium fencing package

- Only ARX and PGP considered moving forward
- Consortium only providing outer layer of fencing
- 8' tall, 4' wide anti-scale fence
- 16' vehicle gates (two 8' wide panels with casters in middle)
 - Each member would be allotted up to 4 vehicle gates as part of the standard package
- 4' pedestrian doors (built into fence)
 - Each member would be allotted up to 5 doors as part of the standard package

Logistics

- Vendor
 - Would own and store enough fencing in 7 County metro area to cover largest consortium PD
 - Would be responsible for transporting the fence from the storage area to the site (and back)
- Consortium
 - PW staffing for unloading and setting up fence
 - PD mutual aid/field force could be used to secure area during setup
 - The Fence Deployment team would train 3 times a year (1 day each) so they are experienced at setup

Staffing

- Each member city would have some of their PW staff assigned to the fence deployment team (1-3 people)
 - Statewide PW Mutual Aid Pact
 - Team total strength around 90 people
 - Each member city would cover their own PW staff time
 - For training (3 days per year)
 - For deployments (would likely be OT)
 - Just like PD or FD mutual aid
- PD and FD staffing would be based on need and conditions using existing agreements

Cost development

- All these factors impact cost
 - Fencing storage location(s)
 - Fencing transportation
 - Fence response time
 - Amount of fencing, gates, and doors
- Working group prioritized these factors
 - Balance needs with associated costs
- As the Consortium grows, the opportunity is there to increase the fence amount, speed up the response time, or other facts with impact of the associated cost being spread out more among more agencies.

Cost splitting

- Each consortium member provides a map with their needs
 - 8' high fence length
 - Location of vehicle gates
 - Location of pedestrian doors
- The length to cover largest PD is determined
- Each City pays their percentage of the actual cost based on their percentage of the total fence length

Numbers (as of 5/14/22)

- 53 agencies have provided maps
 - Does not mean they will join Consortium
- 98,246 feet in total need
- Largest PD = 4,170 feet
 - Based on maps, not who has officially joined, so it may change
- Contract amounts
 - 4,500 feet of fencing
 - 10 pedestrian doors
 - 8 vehicle gates
- Breakdown
 - All agencies that provided maps are between 0.56% to 4.75% of total fence length, which means this is also the percent they pay if everyone were to join the Consortium
 - Median is 1.94%

Fence availability concern

- Fence is **ONLY** for no-notice, critical incidents
 - Not for planned protests, protecting courthouses for trials, festivals, etc.
 - The Fence Consortium Board will be establishing parameters for what a “critical incident” is
 - With input from members
 - Anticipated to be a tight scope
 - Everyone is concerned about when they need the fence, it not being available
 - Because the Consortium has enough fencing for the largest PD, there is built-in capacity (current plan is for 4,500 feet)
 - The majority of PD’s are 2,000 feet or less

Cost if fence is deployed

- Due to the concerns about the on-going cost agencies would pay and potential they would never need to use the fencing, every effort was made to make the on-going cost as low as possible
- To do this, costs associated with deployments will be paid by the receiving agency
 - Truly makes the annual cost an “availability cost”
- Still would be no cost to receiving agency for labor setting up the fence
 - Built into the Consortium structure
 - Saves thousands of dollars

Receiving agency would pay

- Monthly cost for deployed fence, gates, doors
 - Lower than monthly rate if directly contracted with vendor
 - In addition to annual Consortium cost
 - Fixed amount established in vendor contract
- Vendor loading cost (at storage facility)
 - For deployment
- Vendor unloading cost (at storage facility)
 - For recovery/demobilization
- Freight for deployment
 - 900 to 1,000 feet of fence per semi truck
- Freight for recovery/demobilization

What's the incentive to join?

- Fencing availability
- One call for response
- Trained team to manage and deploy fencing
 - Established relationships
 - Established response procedure
 - No labor cost
- External resources brought in to setup fence
 - Keeps agency resources available to respond to other needs

Why can't Consortium just buy fence?

- Storage should be inside
 - Access in the winter
 - Protecting fence
 - Vegetation cannot grow through it
 - Animals cannot build in it
- Transportation challenges
 - Semi-trucks hold 900 to 1,000 feet of fencing
 - Need to have trailers DOT certified annually
 - Smaller trailers would take many more trips and require more resources
- Storage location concerns
 - Who stores it? Insurance? Space rental costs?
 - 24/7/365 commitment to provide access

State Funding ask

- State funding for the purchase of anti-scale fencing for the Fencing Consortium will significantly reduce the on-going cost each Consortium member will pay for the availability, storage, maintenance, and transportation of the fence.
- This reduction in cost will improve equitable access to this de-escalation and safety tool for communities across not only the Seven County Metro area, but also the state as a whole.
- \$5 million is the ask
 - Did not pass in 2022, will try again in 2023

1.1 A bill for an act

1.2 relating to capital investment; appropriating money for anti-scale fencing, pedestrian

1.3 doors, and vehicle gates.

1.4 BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

1.5 Section 1. **APPROPRIATION; FENCING CONSORTIUM.**

1.6 \$5,000,000 in fiscal year 2023 is appropriated from the general fund to the commissioner

1.7 of public safety for a grant to the Fencing Consortium for acquisition of anti-scale fencing,

1.8 pedestrian doors, and vehicle gates for local government facilities statewide to improve

1.9 equitable access to a de-escalation and safety tool. This appropriation is available until the

1.10 project is completed or abandoned, subject to Minnesota Statutes, section 16A.642. This is

1.11 a onetime appropriation.

1.12 **EFFECTIVE DATE.** This section is effective the day following final enactment.

If Consortium gets State Funding

- The line item costs for the fencing availability (lease) would go away once the fence was purchased
- This would result in a savings of over 50% of the annual cost
- There would still be a yearly cost
 - Storing, maintaining, transporting the fencing
 - Insurance, financial/audits, other misc. costs
- Target would be to purchase 10,000 feet of fencing
 - Would be able to accommodate additional members (since cost would go down significantly)
 - Provides extra capacity for simultaneous deployments

Board Membership

- Five people
 - 2 Police
 - 1 Fire
 - 1 Public works
 - 1 Emergency management
- Two year terms
 - 3 in one year
 - 2 in second year
- Elections will take place every year
- There are no term limits
 - Hopefully get some long term consistency

Initial Board

- Ryan Murphy (SPPD)
- Ryan Seibert (Chaska PD)
- Ward Parker (Eden Prairie FD)
- Dan Ruiz (Brooklyn Park PW)
- Doug Berglund (Washington County EM)

- Term
 - Three positions July 1, 2022 through December 31, 2022
 - Have elections this fall (1 LE)
 - Two positions July 1, 2022 through December 31, 2023
 - Have elections in 2023 (1 LE)

Communities without their own PD's

- If they are a Joint Powers LE agency
 - The community where the PD is physically located in needs to be part of the PW Mutual Aid Pact
 - If they do not have PW Staff, then the County needs to be a part of the PW Pact
 - If they have a sub-station this same approach applies for the sub-station
- If they contract with the County for LE and have their own PW staff
 - The community needs to be part of the PW Pact
- If the County provides LE services and they do not have PW staff
 - The County needs to be part of the PW Pact

Why does Original Member matter?

- September 2, 2022 is deadline to be Original Member
- If agency is not an Original Member
 - The Board votes to accept EVERY new member
 - Additional Members are required to pay a Surcharge to the Fencing Consortium in the amount determined by the Board, and to comply with such additional requirements as may reasonably be imposed by the Board.
- This is a “check” against an agency waiting until they have a Critical Incident and then wanting to join
 - Basically: pay to play

To join

1. Develop an approved fence layout pre-plan
2. Be a member of the Statewide Public Works Mutual Aid Pact
3. Have governing body adopt a resolution joining the Fencing Consortium

Requested Council action

- Council is being asked to:
 - Motion approving the resolution adopting the Fencing Consortium Joint Powers Agreement
- Questions?

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 14, 2022

ITEM NUMBER Green Steps Cities

STAFF INITIAL

ASB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

It has been hard to find time to work on the Green Step Cities (GSC) agenda item so staff is breaking it up for discussion purposes. During the meeting, staff will revisit the Step the City is on and the best practices that got the City there. The City has done a number of GSC action items over the last couple of years that have not yet been submitted for review.

At a future meeting, we can review the types of activities the City must accomplish to achieve Step 3 recognition. Step 2 required little additional cost beyond what the city was already spending and the staff time involved was minimal. That changes with Step 3 which is why we haven't achieved that Step yet. In a future discussion, staff can discuss the costs and benefits of Step 3 so the Council can decide the value in getting there.

If you want to look ahead at what staff will be covering, it is at:
<https://greenstep.pca.state.mn.us/city-detail/12200>.

We have been updating links and some of the information but that process is not complete.

OPTIONS:

STAFF RECOMMENDATION: