

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, JANUARY 26, 2016
LAUDERDALE CITY HALL, 1891 WALNUT STREET

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

1. **CALL THE MEETING TO ORDER**
 2. **ROLL CALL**
 3. **APPROVALS**
 - a. Agenda
 - b. Minutes of the January 12, 2016 City Council Meeting
 - c. Claims Totaling \$27,582.48
 4. **CONSENT**
 - a. December Finance Report
 - b. Quarterly Investment Report
 - c. Phased Retirement Agreement
 - d. Resolution 012616A Authorizing 2015 Transfer of City Funds
 5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
 6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. MnDOT Presentation Regarding 2016 Improvements for TH280
 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 ITEMS**
 - a. Purchase of 1821 Eustis Street
 - b. Resolution 012616B Authorizing an Interfund Loan for Advance of Certain Costs in Connection with a Tax Increment Financing District
 - c. Mutual Aid Agreement for Automatic Fire Department Dispatch
 9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
 10. **ADDITIONAL ITEMS**
 11. **SET AGENDA FOR NEXT MEETING**
 - a. Benedictine Health Service Conduit Debt Project
 - b. Ramsey County Commissioner McGuire – March 8
 - c. Annual Police Report – March 22

12. **WORK SESSION**

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

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

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

- b. City Council By-Laws
- c. Community Development Update

13. **ADJOURNMENT**

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

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January 12, 2016

Mayor Dains called the Regular City Council meeting to order at 7:33 p.m.

Councilors present: Mayor Jeff Dains, Mary Gaasch, Roxanne Grove, Denise Hawkinson and Lara Mac Lean.

Councilors absent: None

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant City Administrator; and Terry Berg, Deputy City Clerk.

Approvals

Mayor Dains asked for changes to the meeting agenda. There being none, motion was made by Councilor Grove to approve the agenda, seconded by Councilor Hawkinson and carried unanimously.

Councilor Gaasch moved to approve the City Council meeting minutes of December 8, 2015. Councilor Hawkinson seconded the motion and carried unanimously.

Councilor Mac Lean moved and seconded by Councilor Gaasch to approve the claims totaling \$124,900.39. Motion carried unanimously.

Consent

Mayor Dains asked if any Councilors wished to remove items from the Consent Agenda with Mayor Dains requesting Items E and F be removed. Councilor Hawkinson moved and seconded by Councilor Grove to approve the Consent Agenda thereby approving Designation of *Roseville Review* as Official Newspaper, Resolution 011216A Designating Depositories for City Funds, Resolution 011216B Approving 2016 Tobacco Licenses, Resolution 011216C Approving 3.2 Off Sale Malt Liquor License for 2016, Resolution 011216F Approving Investment Policy and the November Financial Report. Motion carried unanimously.

Discussion / Action Items

A. Elect Mayor Pro-Tem

Mayor Dains noted that Councilor Gaasch has served in that capacity for several years. Councilor Grove suggested that the appointments for Gaasch be reviewed due to the number.

Discussion ensued with Councilor Hawkinson volunteering for the alternate to the Park and Community Involvement Committee, replacing Gaasch. Motion was made by Hawkinson and seconded by Grove to appoint Councilor Gaasch as mayor pro-tem, Mayor Dains, Councilor Mac Lean and City Administrator Butkowski as bank signatories and adopt committee assignments as amended. Motion carried unanimously on a roll call vote.

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B. Appointments and Committee Assignments

Mayor Dains noted that this item was combined with A.

C. Engineering Proposal for Seal Coating Project

City Administrator Butkowski noted that the 2016 budget includes seal coating streets, so Stantec as city engineer prepared a proposal with timeline and estimated construction costs of \$185,000. Since the project will exceed \$100,000, a formal bid process must be followed. Motion was made by Mac Lean and seconded by Hawkinson to order the city engineer to prepare plans and specifications for the 2016 Seal Coating Project. Motion carried unanimously on a roll call vote.

D. Engineering Proposal for Sanitary Sewer Lining Project

The 2016 budget contains funds for sanitary sewer lining from Eustis Street to Como Avenue south of Larpenteur Avenue. Again Stantec prepared a proposal with timeline and estimated construction costs of \$110,000. Administrator Butkowski noted that the project will exceed \$100,000 so a formal bid process must be followed. Motion was made by Mac Lean and seconded by Gaasch to order the city engineer to prepare plans and specifications for the 2016 Sanitary Sewer Lining Project. Motion carried unanimously on a roll call vote.

Items Removed from the Consent Agenda

Mayor Dains noted the two items removed from the Consent Agenda.

Resolution 011216D Accepting Donation – Twin City Chinese Christian Church

Mayor Dains and members of Council expressed their gratitude for the generous donation from the church. Motion was made by Mac Lean and seconded by Hawkinson to adopt Resolution 011216D Accepting the Donation from Twin City Chinese Christian Church. Motion carried unanimously.

Resolution 011216E Accepting Donations for Recreational Programs

Councilor Hawkinson read the list of donations into record with the corresponding recreational programs. Gratitude was expressed by the Council. Motion was made by Mac Lean and seconded by Hawkinson to adopt Resolution 011216E Accepting the Donations for Recreational Programs. Motion carried unanimously.

City administrator noted the next meeting may include the Minnesota Commercial Rail Request for Support, December Financial Report, Fourth Quarter Investment Report, City of Falcon Heights Mutual Aid Agreement, and Public Employees Retirement Association Phased Retirement Agreement for Joe Hughes and Minnesota Department of Transportation Presentation on Highway 280 Improvements. City Administrator Butkowski noted that an open house on the Highway 280 project would be held on January 26 from 4:00 – 7:00 p.m. at city hall.

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Work Session

A. Public Comment.

None.

B. PERA Defined Contribution Plan

City Administrator Butkowski inquired if the City Council was interested offering the defined contribution plan beginning in 2016. The contribution would be 5% with a match of 5% from the City. Participation is not mandatory but decided on an individual basis. Discussion ensued with consensus to offer the plan. Administrator Butkowski noted the item would be placed on the next agenda.

C. Community Update

Administrator Butkowski participated in the police chief interviews last week with the evaluation process continuing this week. St. Anthony City Manager Casey makes the appointment.

The group home on Walnut Street was closed in Lauderdale due to the property owner terminating the lease. In response, Councilor Mac Lean requested property owner information on the group home on Eustis Street.

Bond Attorney Julie Eddington informed the City that the Benedictine Health System project closing has been delayed to February due to financing restructuring.

Ramsey County Engineer notified the City that the Eustis Street mill and overlay has been moved to 2017. Administrator Butkowski discussed the sidewalk issue with the county.

Lastly, the administrator reported that the property owner of the former Rapit Printing building gave notice to vacate to tenants and changed the locks on January 11. City staff had posted signs on December 24 that the building could not be occupied for their intended reuse. Mayor Dains noted that a meeting had been held with Chief Ohl, Councilor Mac Lean, himself and City Administrator Butkowski regarding law enforcement efforts.

Closed Session

A. 1821 Eustis Street

Mayor Dains called the closed session of the City Council at 8:17 p.m. The purpose of the closed session was to review confidential data and consider strategies for purchase of real property at 1821 Eustis Street conducted pursuant to Minnesota Statutes Sections 13D.05, subdivision 3 and 13.44, subdivision 3.

Mayor Dains closed the session at 8:40 p.m.

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There being no further business on the council agenda, motion was made by Councilor Hawkinson and seconded by Councilor Mac Lean, carried unanimously, to adjourn the meeting at 8:41 p.m.

Respectfully submitted,

A handwritten signature in cursive script that reads "Terry J. Berg". The signature is written in black ink and is positioned above the printed name and title.

Terry J. Berg
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

January 26, 2016 City Council Meeting

Payroll

01/15/16 Payroll:	Direct Deposit # 502152-502158	\$9,016.37
01/15/16 Payroll:	Payroll Check # 23160	\$225.03
01/15/16 Payroll:	Payroll Liabilities, E-payments 1067E-1070E	\$7,500.94

Vendor Claims

01/26/16 Claims:	Check #'s 23161-23165	\$2,255.16
01/26/16 Claims:	E-payment 1065E	\$30.00
01/26/16 Claims:	Check #'s 23166-23179	\$8,554.98

SUBTOTAL \$27,582.48

Total Claims for Approval

\$27,582.48

LAUDERDALE, MN

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Payments

Current Period: JANUARY 2016

Batch Name	011516PR				
Payment		Computer Dollar Amt	\$7,500.94	Posted	
Refer	5197 ICMA RETIREMENT TRUST - 457	Ck# 001067E	1/15/2016		
Cash Payment	G 101-21705 ICMA RETIREMENT	January 15 2016	Payroll		\$1,476.45
Invoice	102096413	1/15/2016			
Transaction Date	1/15/2016	Due 0	NORTH STAR CHE 10100	Total	\$1,476.45
Refer	5198 MN DEPARTMENT OF REVENUE	Ck# 001068E	1/15/2016		
Cash Payment	G 101-21702 STATE WITHHOLDING	January 15 2016	Payroll		\$576.15
Invoice	0-698-980-416	1/15/2016			
Transaction Date	1/15/2016	Due 0	NORTH STAR CHE 10100	Total	\$576.15
Refer	5199 NORTH STAR BANK, CHECKING S	Ck# 001069E	1/15/2016		
Cash Payment	G 101-21701 FEDERAL TAXES	January 15 2016	Payroll		\$1,343.21
Invoice		1/15/2016			
Cash Payment	G 101-21703 FICA WITHHOLDING.	January 15 2016	Payroll		\$2,248.54
Invoice		1/15/2016			
Transaction Date	1/15/2016	Due 0	NORTH STAR CHE 10100	Total	\$3,591.75
Refer	5200 PERA	Ck# 001070E	1/15/2016		
Cash Payment	G 101-21704 PERA	January 15 2016	Payroll		\$1,856.59
Invoice		1/15/2016			
Transaction Date	1/15/2016	Due 0	NORTH STAR CHE 10100	Total	\$1,856.59

Fund Summary

	10100 NORTH STAR CHECKING	
101 GENERAL		\$7,500.94
		\$7,500.94

Pre-Written Check	\$7,500.94
Checks to be Generated by the Computer	\$0.00
Total	\$7,500.94

LAUDERDALE, MN

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***Check Detail Register©**

JANUARY 2016

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk#	001065E	1/11/2016	MINNESOTA DEPT OF REVENUE		
	G 101-21710		SALES & USE TAX	\$30.00	2015 Sales and Use Tax Filing
	Total		MINNESOTA DEPT OF REVENUE	\$30.00	

Paid Chk#	023161	1/26/2016	CITY OF FALCON HEIGHTS		
	E 101-42100-321		FIRE CALLS	\$915.36	December Fire Calls
	E 101-42100-321		FIRE CALLS	\$457.70	December False Alarms
	Total		CITY OF FALCON HEIGHTS	\$1,373.06	

Paid Chk#	023162	1/26/2016	MN DEPT OF EMPLOYMENT AND		
	E 101-45200-151		WORKERS COMPENSATION I	\$45.78	10398063 4Q2015 Unemployment
	Total		MN DEPT OF EMPLOYMENT AND	\$45.78	

Paid Chk#	023163	1/26/2016	NORTH SUBURBAN ACCESS CORP		
	E 202-49500-327		OTHER SERVICES	\$738.36	15-200 4Q2015 Webstreaming/Programming
	Total		NORTH SUBURBAN ACCESS CORP	\$738.36	

Paid Chk#	023164	1/26/2016	PREMIUM WATERS, INC		
	E 101-41200-208		WATER DELIVERY	\$23.96	619861-12-15 December
	Total		PREMIUM WATERS, INC	\$23.96	

Paid Chk#	023165	1/26/2016	STANTEC		
	E 602-49100-304		ENGINEERING	\$74.00	999374 Storm Water Map for Catch Basins
	Total		STANTEC	\$74.00	

10100 NORTH STAR CHECKING \$2,285.16

Fund Summary

10100 NORTH STAR CHECKING	
101 GENERAL	\$1,472.80
202 COMMUNICATIONS	\$738.36
602 STORM SEWER ENTERPRISE FUND	\$74.00
	\$2,285.16

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JANUARY 2016

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk#	Date	Account	Check Amt	Invoice	Comment
Paid Chk# 023166	1/26/2016	INTEGRA			
E 101-41200-391		TELEPHONE/PAGERS	\$51.06	13585854	Fax Line
		Total INTEGRA	\$51.06		
Paid Chk# 023167	1/26/2016	METRO CITIES			
E 101-41200-438		DUES & SUBSCRIPTIONS	\$1,157.00	38	2016 Dues
		Total METRO CITIES	\$1,157.00		
Paid Chk# 023168	1/26/2016	MPCA			
E 601-49000-308		TRAINING & EDUCATION	\$300.00	2016-1	Conference - D Hinrichs
E 601-49000-308		TRAINING & EDUCATION	\$300.00	2016-2	Conference - G Beck
		Total MPCA	\$600.00		
Paid Chk# 023169	1/26/2016	NORTH STAR BANK			
E 414-48100-520		BUILDINGS	\$1,000.00		1821 Eustis Street Escrow
		Total NORTH STAR BANK	\$1,000.00		
Paid Chk# 023170	1/26/2016	NORTH STAR BANK, CHECKING STMT			
E 101-45200-391		TELEPHONE/PAGERS	\$27.64		Warming House Telephone
E 101-41200-438		DUES & SUBSCRIPTIONS	\$120.00		Secretary of State Notary - TB
E 101-41200-440		MEETING EXPENSES	\$5.49		Public Safety Meeting Refreshments
E 101-41200-201		GENERAL SUPPLIES	\$53.52		City Hall Planters Spruce Tops
E 201-45600-430		MISCELLANEOUS	\$61.50		Farmers Market Registration
		otal NORTH STAR BANK, CHECKING STMT	\$268.15		
Paid Chk# 023171	1/26/2016	PARK SERVICE INC			
E 101-43000-402		CITY TRUCK REPAIR/MAINTEN	\$873.20	95939	2006 Ford Repair
		Total PARK SERVICE INC	\$873.20		
Paid Chk# 023172	1/26/2016	PUBLIC EMPLOYEES INS PROGRAM			
G 101-21706		HEALTH INSURANCE	\$2,581.35	414873	February Insurance Premiums
		Total PUBLIC EMPLOYEES INS PROGRAM	\$2,581.35		
Paid Chk# 023173	1/26/2016	RAMSEY COUNTY, PROP REC & REV			
E 101-41200-355		PRINTING SERVICES	\$25.00	RISK-001764	January Insurance Premiums
G 101-21706		HEALTH INSURANCE	\$431.78	RISK-001764	January Insurance Premiums
		Total RAMSEY COUNTY, PROP REC & REV	\$456.78		
Paid Chk# 023174	1/26/2016	RAPIT PRINTING			
E 101-41200-353		NEWSLETTER PRINTING	\$633.05	154428	4Q2015 Newsletter
		Total RAPIT PRINTING	\$633.05		
Paid Chk# 023175	1/26/2016	SIGN A RAMA			
E 101-45200-202		PERMANENT SUPPLIES	\$70.50	30694	Dog Park Signs
		Total SIGN A RAMA	\$70.50		
Paid Chk# 023176	1/26/2016	US BANK EQUIPMENT FINANCE			
E 101-41200-401		COPIER CONTRACT	\$149.00	295555254	Copier Contract

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JANUARY 2016

	Check Amt	Invoice	Comment
Total US BANK EQUIPMENT FINANCE	\$149.00		
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Paid Chk# 023177 1/26/2016 VERIZON WIRELESS			
E 101-43000-391 TELEPHONE/PAGERS	\$32.59	9758078499	December
E 601-49000-391 TELEPHONE/PAGERS	\$16.29	9758078499	December
E 602-49100-391 TELEPHONE/PAGERS	\$16.30	9758078499	December
Total VERIZON WIRELESS	\$65.18		
<hr/>			
Paid Chk# 023178 1/26/2016 XCEL ENERGY, PARK & GARAGE			
E 101-45200-383 GAS UTILITIES	\$48.32	485013559	1885 Fulham Street
E 101-43000-381 ELECTRIC UTILITIES	\$39.97	485013559	1917 Walnut Street
E 101-43000-381 ELECTRIC UTILITIES	(\$9.50)	485013559	1917 Walnut Street
E 101-45200-381 ELECTRIC UTILITIES	\$16.20	485013559	1885 Fulham Street - Warming House
E 101-45200-381 ELECTRIC UTILITIES	(\$10.79)	485013559	1885 Fulham Street - Warming House
E 101-43000-383 GAS UTILITIES	\$88.48	485013559	1917 Walnut Street
Total XCEL ENERGY, PARK & GARAGE	\$172.68		
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Paid Chk# 023179 1/26/2016 XCEL ENERGY, STREET LIGHTING			
E 101-43000-380 STREET LIGHTING	\$477.03	484828133	December Street Lighting
Total XCEL ENERGY, STREET LIGHTING	\$477.03		
10100 NORTH STAR CHECKING	\$8,554.98		

Fund Summary

10100 NORTH STAR CHECKING	
101 GENERAL	\$6,860.89
201 COMMUNITY EVENTS	\$61.50
414 DEVELOPMENT	\$1,000.00
601 SEWER UTILITIES	\$616.29
602 STORM SEWER ENTERPRISE FUND	\$16.30
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	\$8,554.98

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date January 26, 2016

ITEM NUMBER December Financial Report

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month I provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for December 2015.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's financial report for December 2015.

COUNCIL ACTION:

Cash Balances

Current Period: DECEMBER 2015

FUND Descr	Account	MTD Debit	MTD Credit	Current Balance
CASH				
GENERAL	G 101-10100	\$397,707.98	\$456,206.37	-\$2,126,394.30
COMMUNITY EVENTS	G 201-10100	\$18.93	\$166.71	\$11,196.74
COMMUNICATIONS	G 202-10100	\$0.00	\$2,476.74	-\$1,183.30
RECYCLING	G 203-10100	\$52,179.75	\$1,867.09	\$108,290.14
CAPITAL IMPROVEMENT STREETS	G 401-10100	\$13,306.64	\$0.00	\$604,802.57
CAPITAL IMPROVEMENTS	G 402-10100	\$39.00	\$0.00	\$48,930.93
CAPITAL IMPROVE STORM WATER	G 403-10100	\$145.36	\$0.00	\$182,337.38
PARK IMPROVEMENT	G 404-10100	\$220.29	\$0.00	\$276,340.70
TIF-PROJECTS	G 405-10100	\$0.00	\$1,554.00	-\$15,284.44
SEWER IMPROVEMENT DEVELOPMENT	G 407-10100	\$482.91	\$0.00	\$605,771.91
	G 414-10100	\$1,586.65	\$0.00	\$108,696.08
SEWER UTILITIES	G 601-10100	\$43,849.45	\$20,044.79	\$375,992.72
STORM SEWER ENTERPRISE FUND	G 602-10100	\$12,148.70	\$5,700.86	\$119,649.61
Total CASH		\$521,685.66	\$488,016.56	\$299,146.74
PETTY CASH				
GENERAL	G 101-10200	\$0.00	\$0.00	\$400.00
Total PETTY CASH		\$0.00	\$0.00	\$400.00
INVESTMENTS				
GENERAL	G 101-10400	\$327,614.97	\$0.00	\$2,964,668.77
Total INVESTMENTS		\$327,614.97	\$0.00	\$2,964,668.77
Grand Total		\$849,300.63	\$488,016.56	\$3,264,215.51

LAUDERDALE, MN
***Revenue Guideline©**

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Current Period: DECEMBER 2015

		2015	2015	DECEMBER	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
GENERAL						
Active	R 101-31010 CURRENT AD VALORE	\$495,281.00	\$478,313.08	\$55,392.42	\$16,967.92	96.57%
Active	R 101-31020 DELINQUENT AD VALO	\$0.00	-\$15,412.36	(\$18,949.23)	\$15,412.36	0.00%
Active	R 101-31030 FORFEITED TAX SALE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-31040 FISCAL DISPARITIES	\$129,076.00	\$127,790.21	\$61,330.78	\$1,285.79	99.00%
Active	R 101-31055 EXCESS TAX INCREME	\$0.00	\$578.17	\$0.00	-\$578.17	0.00%
Active	R 101-31910 PENALTIES AND INTER	\$0.00	-\$1,644.37	(\$1,597.90)	\$1,644.37	0.00%
Active	R 101-32000 LICENSE AND PERMIT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-32110 3.2 ALCOHOL LICENSE	\$150.00	\$150.00	\$150.00	\$0.00	100.00%
Active	R 101-32120 CIGARETTE LICENSE	\$400.00	\$400.00	\$200.00	\$0.00	100.00%
Active	R 101-32130 GARBAGE HAULERS LI	\$1,300.00	\$1,425.00	\$0.00	-\$125.00	109.62%
Active	R 101-32140 HEATING/AC LICENSE	\$600.00	\$1,550.00	\$50.00	-\$950.00	258.33%
Active	R 101-32150 TREE COMPANIES LIC	\$400.00	\$650.00	\$150.00	-\$250.00	162.50%
Active	R 101-32180 RENTAL HOUSING LIC	\$5,000.00	\$6,299.00	\$1,368.00	-\$1,299.00	125.98%
Active	R 101-32210 BUILDING PERMITS	\$12,500.00	\$22,612.75	\$601.35	-\$10,112.75	180.90%
Active	R 101-32211 ZONING PERMIT APPLI	\$500.00	\$1,000.00	\$0.00	-\$500.00	200.00%
Active	R 101-32225 PLAN REVIEW FEE	\$2,500.00	\$6,690.47	\$72.31	-\$4,190.47	267.62%
Active	R 101-32230 PLUMBING PERMITS	\$1,000.00	\$4,896.00	\$0.00	-\$3,896.00	489.60%
Active	R 101-32240 ANIMAL LICENSES	\$150.00	\$190.00	\$20.00	-\$40.00	126.67%
Active	R 101-32270 HEATING A/C PERMIT	\$1,500.00	\$2,169.25	\$251.25	-\$669.25	144.62%
Active	R 101-32280 STREET EXCAVATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33401 LOCAL GOVERNMENT	\$536,736.00	\$536,736.00	\$268,368.00	\$0.00	100.00%
Active	R 101-33402 HOMESTEAD CREDIT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33405 PERA RATE INCREASE	\$1,198.00	\$1,198.00	\$599.00	\$0.00	100.00%
Active	R 101-33406 MARKET VAL HOM CR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33623 MET COUNCIL - LIV CO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33624 LIVABLE COMMUNITIE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34101 CITY HALL/PARK RENT	\$7,500.00	\$6,987.50	\$445.00	\$512.50	93.17%
Active	R 101-34103 ADMINISTRATIVE FEE	\$0.00	\$50.00	\$25.00	-\$50.00	0.00%
Active	R 101-34105 SALE OF PUBLICATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34107 ASSESSMENT SEARCH	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34109 COPIES	\$100.00	\$17.06	\$17.06	\$82.94	17.06%
Active	R 101-34111 LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34112 CONDITIONAL USE PE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34113 ZONING AMENDMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34114 ADVERTISING SALES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34115 GENERAL GOVERNME	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34116 ENGINEERING FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34201 FALSE SECURITY ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34202 FALSE FIRE ALARM - FI	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 101-34203 FIRE INSPECTION FEE	\$500.00	\$1,225.00	\$770.00	-\$725.00	245.00%
Active	R 101-34205 FIRE CALL REIMBURSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-35101 COURT FINES	\$45,000.00	\$46,418.67	\$3,400.67	-\$1,418.67	103.15%
Active	R 101-35104 OTHER FINES	\$0.00	\$200.00	\$0.00	-\$200.00	0.00%
Active	R 101-36100 SPECIAL ASSESMENT	\$0.00	\$499.70	\$0.00	-\$499.70	0.00%
Active	R 101-36101 SPECIAL ASSESMEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-36102 PENALTIES & INTERES	\$0.00	\$343.17	\$0.00	-\$343.17	0.00%
Active	R 101-36103 TREE REMOVAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-36200 MISCELLANEOUS REV	\$0.00	\$0.25	\$0.00	-\$0.25	0.00%
Active	R 101-36211 INVESTMENT INTERES	\$1,400.00	\$3,024.56	\$668.25	-\$1,624.56	216.04%
Active	R 101-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-36231 DOG PARK DONATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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		2015	2015	DECEMBER	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	R 101-36240 SURCHARGES	\$500.00	\$1,385.01	\$20.00	-\$885.01	277.00%
Active	R 101-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-36252 LMC INSURANCE REFU	\$0.00	\$3,693.00	\$3,693.00	-\$3,693.00	0.00%
In-Active	R 101-36255 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39101 SALES CAPITAL ASSET	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39200 INTERFUND OPERATIN	\$20,461.00	\$0.00	\$0.00	\$20,461.00	0.00%
Active	R 101-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total GENERAL		\$1,264,252.00	\$1,239,435.12	\$377,044.96	\$24,816.88	98.04%
COMMUNITY EVENTS						
Active	R 201-34785 PARK EVENTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34786 WINTER EVENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34787 GARAGE SALE	\$75.00	\$75.00	\$0.00	\$0.00	100.00%
Active	R 201-34788 DAY IN THE PARK	\$1,000.00	\$2,000.00	\$0.00	-\$1,000.00	200.00%
Active	R 201-34789 MUSIC UNDER THE TR	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
Active	R 201-34790 MUGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34791 POP SALES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34792 MERCHANDISE SALES	\$100.00	\$190.00	\$10.00	-\$90.00	190.00%
Active	R 201-34793 FUN RUN/WALK	\$400.00	\$452.00	\$0.00	-\$52.00	113.00%
Active	R 201-34794 NATIONAL NIGHT OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34795 HALLOWEEN DONATIO	\$1,000.00	\$835.77	\$0.00	\$164.23	83.58%
Active	R 201-36211 INVESTMENT INTERES	\$25.00	\$60.90	\$8.93	-\$35.90	243.60%
Active	R 201-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-36255 MISCELLANEOUS	\$0.00	\$58.06	\$0.00	-\$58.06	0.00%
Active	R 201-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-39201 TRANFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total COMMUNITY EVENTS		\$3,000.00	\$3,671.73	\$18.93	-\$671.73	122.39%
COMMUNICATIONS						
Active	R 202-33600 GRANTS & AID FROM L	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 202-36211 INVESTMENT INTERES	\$25.00	\$5.24	\$0.00	\$19.76	20.96%
Active	R 202-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 202-36253 CABLE FRANCHISE RE	\$20,000.00	\$14,870.74	\$0.00	\$5,129.26	74.35%
Active	R 202-36255 MISCELLANEOUS	\$0.00	\$40.00	\$0.00	-\$40.00	0.00%
Total COMMUNICATIONS		\$20,025.00	\$14,915.98	\$0.00	\$5,109.02	74.49%
RECYCLING						
Active	R 203-33621 METROPOLITAN COUN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 203-33622 COUNTY GRANTS	\$6,369.00	\$41,909.10	\$35,540.10	-\$35,540.10	658.02%
Active	R 203-36100 SPECIAL ASSESMENT	\$35,000.00	\$34,558.69	\$16,444.80	\$441.31	98.74%
Active	R 203-36101 SPECIAL ASSESMEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 203-36102 PENALTIES & INTERES	\$0.00	\$295.75	\$108.52	-\$295.75	0.00%
Active	R 203-36211 INVESTMENT INTERES	\$400.00	\$522.33	\$86.33	-\$122.33	130.58%
Active	R 203-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 203-36255 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 203-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total RECYCLING		\$41,769.00	\$77,285.87	\$52,179.75	-\$35,516.87	185.03%
TAX INCREMENT DEBT SERVICE						
Active	R 301-31040 FISCAL DISPARITIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-31050 TAX INCREMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-31051 DELINQUENT TAX INC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-33402 HOMESTEAD CREDIT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-33406 MARKET VAL HOM CR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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		2015	2015	DECEMBER	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	R 301-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39205 TRANS FROM TIF PRO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total TAX INCREMENT DEBT SERVICE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
00 ST/UTIL IMP DEBT SERVICE						
Active	R 302-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 00 ST/UTIL IMP DEBT SERVICE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
02 ST/UTIL IMP DEBT SERVICE						
Active	R 303-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 02 ST/UTIL IMP DEBT SERVICE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
03 ST/UTIL IMP DEBT SERVICE						
Active	R 304-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 304-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 304-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 304-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 304-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 03 ST/UTIL IMP DEBT SERVICE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
CAPITAL IMPROVEMENT STREETS						
Active	R 401-33431 SMALL CITIES ASSIST	\$0.00	\$25,640.00	\$12,824.50	-\$25,640.00	0.00%
Active	R 401-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-36200 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-36211 INVESTMENT INTERES	\$2,000.00	\$3,292.28	\$482.14	-\$1,292.28	164.61%
Active	R 401-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-39201 TRANFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total CAPITAL IMPROVEMENT STREETS		\$2,000.00	\$28,932.28	\$13,306.64	-\$26,932.28	1446.61%
CAPITAL IMPROVEMENTS						
Active	R 402-36211 INVESTMENT INTERES	\$400.00	\$271.52	\$39.00	\$128.48	67.88%
Active	R 402-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39101 SALES CAPITAL ASSET	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39201 TRANFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total CAPITAL IMPROVEMENTS		\$400.00	\$271.52	\$39.00	\$128.48	67.88%
CAPITAL IMPROVE STORM WATER						
Active	R 403-36211 INVESTMENT INTERES	\$600.00	\$1,020.74	\$145.36	-\$420.74	170.12%
Active	R 403-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-37230 PENALTIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-37300 STORM SEWER FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-39201 TRANFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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		2015	2015	DECEMBER	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
Active	R 403-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total CAPITAL IMPROVE STORM WATER		\$600.00	\$1,020.74	\$145.36	-\$420.74	170.12%
PARK IMPROVEMENT						
Active	R 404-33130 CDBG/DNR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-33400 STATE GRANTS AND AI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-36211 INVESTMENT INTERES	\$1,000.00	\$1,597.92	\$220.29	-\$597.92	159.79%
Active	R 404-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-36255 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39201 TRANSFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39204 TRANS FROM COMMU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total PARK IMPROVEMENT		\$1,000.00	\$1,597.92	\$220.29	-\$597.92	159.79%
TIF-PROJECTS						
Active	R 405-31050 TAX INCREMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-31051 DELINQUENT TAX INC	\$0.00	-\$2,103.00	\$0.00	\$2,103.00	0.00%
Active	R 405-33406 MARKET VAL HOM CR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-33419 LARPENTEUR AVE REI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-36211 INVESTMENT INTERES	\$0.00	\$130.88	\$0.00	-\$130.88	0.00%
Active	R 405-36255 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-39207 TRANS FROM DEBT SE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total TIF-PROJECTS		\$0.00	-\$1,972.12	\$0.00	\$1,972.12	0.00%
SEWER IMPROVEMENT						
Active	R 407-36200 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 407-36211 INVESTMENT INTERES	\$1,500.00	\$3,394.24	\$482.91	-\$1,894.24	226.28%
Active	R 407-37240 SEWER CONNECTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 407-39200 INTERFUND OPERATIN	\$35,000.00	\$130,000.00	\$0.00	-\$95,000.00	371.43%
Total SEWER IMPROVEMENT		\$36,500.00	\$133,394.24	\$482.91	-\$96,894.24	365.46%
WATER UTILITY						
Active	R 409-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 409-36251 ST PAUL WATER SURC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total WATER UTILITY		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
02 ST/UTIL CONSTRUCTION						
Active	R 412-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 02 ST/UTIL CONSTRUCTION		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
03 ST/UTIL CONSTRUCTION						
Active	R 413-33000 INTERGOVERNMENTA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-33600 GRANTS & AID FROM L	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 03 ST/UTIL CONSTRUCTION		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEVELOPMENT						
Active	R 414-36211 INVESTMENT INTERES	\$0.00	\$654.97	\$86.65	-\$654.97	0.00%
Active	R 414-36230 DONATIONS	\$0.00	\$1,500.00	\$1,500.00	-\$1,500.00	0.00%
Active	R 414-36255 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

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		2015 YTD Budget	2015 YTD Amt	DECEMBER MTD Amt	2015 YTD Balance	% of YTD Budget
Active	R 414-39200 INTERFUND OPERATIN	\$38,000.00	\$0.00	\$0.00	\$38,000.00	0.00%
	Total DEVELOPMENT	\$38,000.00	\$2,154.97	\$1,586.65	\$35,845.03	5.67%
SEWER UTILITIES						
Active	R 601-33000 INTERGOVERNMENTA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36101 SPECIAL ASSESSMEN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36104 SEWER ASSESSMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36211 INVESTMENT INTERES	\$1,800.00	\$2,018.14	\$299.73	-\$218.14	112.12%
Active	R 601-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36250 REFUNDS & REIMBUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36255 MISCELLANEOUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-37210 SEWER SALES AND SE	\$251,125.00	\$262,971.28	\$43,549.72	-\$11,846.28	104.72%
Active	R 601-37215 DELINQUENT SEWER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-37230 PENALTIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-37240 SEWER CONNECTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-39101 SALES CAPITAL ASSET	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-39202 CONTRIB FROM ENTE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total SEWER UTILITIES	\$252,925.00	\$264,989.42	\$43,849.45	-\$12,064.42	104.77%
STORM SEWER ENTERPRISE FUND						
Active	R 602-36211 INVESTMENT INTERES	\$300.00	\$605.43	\$95.38	-\$305.43	201.81%
Active	R 602-37300 STORM SEWER FEE	\$68,200.00	\$92,925.85	\$12,053.32	-\$24,725.85	136.25%
Active	R 602-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total STORM SEWER ENTERPRISE FUND	\$68,500.00	\$93,531.28	\$12,148.70	-\$25,031.28	136.54%
GASB34						
Active	R 999-31010 CURRENT AD VALORE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 999-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 999-39101 SALES CAPITAL ASSET	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 999-39202 CONTRIB FROM ENTE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total GASB34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Report Total	\$1,728,971.00	\$1,859,228.95	\$501,022.64	-\$130,257.95	107.53%

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Current Period: DECEMBER 2015

		2015	2015	DECEMBER	Enc	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
GENERAL							
Active	E 101-41100-103 PART TIME EMP	\$16,500.00	\$16,500.00	\$1,375.00	\$0.00	\$0.00	100.00%
Active	E 101-41100-122 FICA/MC CONTR	\$1,262.00	\$1,262.52	\$105.21	\$0.00	-\$0.52	100.04%
Active	E 101-41100-151 WORKERS CO	\$41.00	\$35.82	\$0.00	\$0.00	\$5.18	87.37%
Active	E 101-41100-201 GENERAL SUPP	\$0.00	\$28.24	\$0.00	\$0.00	-\$28.24	0.00%
Active	E 101-41100-202 PERMANENT SU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41100-308 TRAINING & ED	\$1,500.00	\$1,499.00	\$0.00	\$0.00	\$1.00	99.93%
Active	E 101-41100-331 TRAVEL EXPEN	\$500.00	\$2,001.06	\$0.00	\$0.00	-\$1,501.06	400.21%
Active	E 101-41100-352 PUBLIC INFORM	\$800.00	\$2,490.00	\$672.00	\$0.00	-\$1,690.00	311.25%
Active	E 101-41100-361 GENERAL LIABI	\$6,300.00	\$6,904.60	\$0.00	\$0.00	-\$604.60	109.60%
Active	E 101-41100-438 DUES & SUBSC	\$3,300.00	\$3,062.00	\$0.00	\$0.00	\$238.00	92.79%
Active	E 101-41100-439 SPECIAL EVENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41100-440 MEETING EXPE	\$0.00	\$85.41	\$0.00	\$0.00	-\$85.41	0.00%
Active	E 101-41100-530 FURNITURE & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-101 FULL TIME EMP	\$116,043.00	\$114,722.18	\$13,422.44	\$0.00	\$1,320.82	98.86%
Active	E 101-41200-102 OVERTIME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-104 TEMPORARY E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-121 PERA CONTRIB	\$8,703.00	\$8,515.65	\$1,006.69	\$0.00	\$187.35	97.85%
Active	E 101-41200-122 FICA/MC CONTR	\$8,877.00	\$9,066.41	\$1,055.27	\$0.00	-\$189.41	102.13%
Active	E 101-41200-126 ICMA RETIREME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-131 HEALTH INSURA	\$17,280.00	\$16,198.20	\$1,472.23	\$0.00	\$1,081.80	93.74%
Active	E 101-41200-142 UNEMPLOYMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-151 WORKERS CO	\$928.00	\$742.20	\$0.00	\$0.00	\$185.80	79.98%
Active	E 101-41200-201 GENERAL SUPP	\$1,500.00	\$1,733.92	\$106.65	\$0.00	-\$233.92	115.59%
Active	E 101-41200-202 PERMANENT SU	\$0.00	\$211.25	\$0.00	\$0.00	-\$211.25	0.00%
Active	E 101-41200-203 POSTAGE	\$3,000.00	\$2,616.22	\$99.28	\$0.00	\$383.78	87.21%
Active	E 101-41200-208 WATER DELIVE	\$450.00	\$463.27	\$31.69	\$0.00	-\$13.27	102.95%
Active	E 101-41200-227 TOOLS & EQUIP	\$0.00	\$471.79	\$0.00	\$0.00	-\$471.79	0.00%
Active	E 101-41200-306 CONSULTING F	\$6,547.00	\$5,841.00	\$486.75	\$0.00	\$706.00	89.22%
Active	E 101-41200-307 COMPUTER SE	\$1,700.00	\$1,585.00	\$0.00	\$0.00	\$115.00	93.24%
Active	E 101-41200-308 TRAINING & ED	\$2,500.00	\$832.99	\$0.00	\$0.00	\$1,667.01	33.32%
Active	E 101-41200-309 DELIVERY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-327 OTHER SERVIC	\$400.00	\$655.91	\$27.79	\$0.00	-\$255.91	163.98%
Active	E 101-41200-331 TRAVEL EXPEN	\$1,200.00	\$1,005.93	\$273.91	\$0.00	\$194.07	83.83%
Active	E 101-41200-352 PUBLIC INFORM	\$1,100.00	\$963.00	\$207.00	\$0.00	\$137.00	87.55%
Active	E 101-41200-353 NEWSLETTER P	\$2,800.00	\$2,685.73	\$0.00	\$0.00	\$114.27	95.92%
Active	E 101-41200-355 PRINTING SERV	\$300.00	\$297.48	\$25.00	\$0.00	\$2.52	99.16%
Active	E 101-41200-361 GENERAL LIABI	\$5,800.00	\$6,390.40	\$0.00	\$0.00	-\$590.40	110.18%
Active	E 101-41200-391 TELEPHONE/PA	\$1,250.00	\$1,648.82	\$155.20	\$0.00	-\$398.82	131.91%
Active	E 101-41200-401 COPIER CONTR	\$3,000.00	\$2,164.47	\$149.00	\$0.00	\$835.53	72.15%
Active	E 101-41200-404 COMPUTER RE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-409 OTHER EQUIPM	\$0.00	\$152.55	\$0.00	\$0.00	-\$152.55	0.00%
Active	E 101-41200-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-438 DUES & SUBSC	\$3,400.00	\$2,851.13	\$738.27	\$0.00	\$548.87	83.86%
Active	E 101-41200-439 SPECIAL EVENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-440 MEETING EXPE	\$100.00	\$20.00	\$0.00	\$0.00	\$80.00	20.00%
Active	E 101-41200-442 MISCELLANEOU	\$500.00	\$2,860.00	\$0.00	\$0.00	-\$2,360.00	572.00%
Active	E 101-41200-530 FURNITURE & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-531 OFFICE EQUIPM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-534 OFFICE FURNIT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-538 COMPUTER SO	\$1,000.00	\$1,191.50	\$0.00	\$0.00	-\$191.50	119.15%
Active	E 101-41500-101 FULL TIME EMP	\$9,953.00	\$9,586.89	\$1,155.00	\$0.00	\$366.11	96.32%

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		2015	2015	DECEMBER	Enc	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-41500-103 PART TIME EMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-104 TEMPORARY E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-121 PERA CONTRIB	\$746.00	\$701.18	\$86.63	\$0.00	\$44.82	93.99%
Active	E 101-41500-122 FICA/MC CONTR	\$761.00	\$733.25	\$88.35	\$0.00	\$27.75	96.35%
Active	E 101-41500-131 HEALTH INSURA	\$1,620.00	\$1,403.64	\$129.98	\$0.00	\$216.36	86.64%
Active	E 101-41500-133 LIFE INSURANC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-151 WORKERS CO	\$80.00	\$72.13	\$0.00	\$0.00	\$7.87	90.16%
Active	E 101-41500-201 GENERAL SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-202 PERMANENT SU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-300 LEGAL FEES - P	\$11,500.00	\$10,200.00	\$850.00	\$0.00	\$1,300.00	88.70%
Active	E 101-41500-301 AUDITING	\$14,500.00	\$11,680.00	\$0.00	\$0.00	\$2,820.00	80.55%
Active	E 101-41500-305 LEGAL FEES - C	\$12,000.00	\$13,422.55	\$5,313.00	\$0.00	-\$1,422.55	111.85%
Active	E 101-41500-327 OTHER SERVIC	\$500.00	\$213.45	\$0.00	\$0.00	\$286.55	42.69%
Active	E 101-41500-331 TRAVEL EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-352 PUBLIC INFORM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-355 PRINTING SERV	\$0.00	\$16.00	\$0.00	\$0.00	-\$16.00	0.00%
Active	E 101-41500-409 OTHER EQUIPM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-440 MEETING EXPE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-442 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-530 FURNITURE & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-539 VOTING MACHI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-202 PERMANENT SU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-318 911 DISPATCH	\$16,433.00	\$13,457.54	\$1,345.13	\$0.00	\$2,975.46	81.89%
Active	E 101-42100-319 POLICE CONTR	\$634,386.00	\$634,386.00	\$52,865.50	\$0.00	\$0.00	100.00%
Active	E 101-42100-320 FIRE CONTRAC	\$18,000.00	\$17,303.00	\$0.00	\$0.00	\$697.00	96.13%
Active	E 101-42100-321 FIRE CALLS	\$16,000.00	\$9,382.57	\$686.53	\$0.00	\$6,617.43	58.64%
Active	E 101-42100-322 FIRE FALSE ALA	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-42100-323 FIRE INSPECTIO	\$500.00	\$800.00	\$0.00	\$0.00	-\$300.00	160.00%
Active	E 101-42100-355 PRINTING SERV	\$0.00	\$1,345.13	\$0.00	\$0.00	-\$1,345.13	0.00%
Active	E 101-42100-360 INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-391 TELEPHONE/PA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-442 MISCELLANEOU	\$100.00	\$62.40	\$6.24	\$0.00	\$37.60	62.40%
Active	E 101-42100-530 FURNITURE & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-101 FULL TIME EMP	\$30,079.00	\$34,349.73	\$3,534.59	\$0.00	-\$4,270.73	114.20%
Active	E 101-43000-102 OVERTIME	\$3,000.00	\$948.46	\$173.03	\$0.00	\$2,051.54	31.62%
Active	E 101-43000-104 TEMPORARY E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-121 PERA CONTRIB	\$2,481.00	\$2,070.78	\$278.09	\$0.00	\$410.22	83.47%
Active	E 101-43000-122 FICA/MC CONTR	\$2,531.00	\$3,030.08	\$311.63	\$0.00	-\$499.08	119.72%
Active	E 101-43000-131 HEALTH INSURA	\$5,400.00	\$4,086.81	\$427.61	\$0.00	\$1,313.19	75.68%
Active	E 101-43000-151 WORKERS CO	\$1,522.00	\$1,286.30	\$0.00	\$0.00	\$235.70	84.51%
Active	E 101-43000-202 PERMANENT SU	\$0.00	\$1,498.34	\$36.93	\$0.00	-\$1,498.34	0.00%
Active	E 101-43000-212 MOTOR FUELS	\$3,100.00	\$2,171.64	\$276.36	\$0.00	\$928.36	70.05%
Active	E 101-43000-213 LUBRICANTS &	\$0.00	\$94.12	\$0.00	\$0.00	-\$94.12	0.00%
Active	E 101-43000-225 LANDSCAPING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-226 SIGNS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-227 TOOLS & EQUIP	\$0.00	\$208.36	\$86.76	\$0.00	-\$208.36	0.00%
Active	E 101-43000-228 REPAIR SUPPLI	\$1,500.00	\$1,700.08	\$69.30	\$0.00	-\$200.08	113.34%
Active	E 101-43000-304 ENGINEERING	\$1,000.00	\$666.00	\$0.00	\$0.00	\$334.00	66.60%
Active	E 101-43000-308 TRAINING & ED	\$0.00	\$70.00	\$70.00	\$0.00	-\$70.00	0.00%
Active	E 101-43000-313 SNOW & ICE RE	\$19,000.00	\$7,243.37	\$645.00	\$0.00	\$11,756.63	38.12%
Active	E 101-43000-314 STREET SWEEP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-317 TREE SERVICE	\$8,000.00	\$0.00	\$0.00	\$0.00	\$8,000.00	0.00%

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		2015	2015	DECEMBER	Enc	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-43000-324 ALLEY REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-327 OTHER SERVIC	\$500.00	\$958.51	\$0.00	\$0.00	-\$458.51	191.70%
Active	E 101-43000-328 STREET REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-333 CLEANING CON	\$4,500.00	\$2,936.85	\$0.00	\$0.00	\$1,563.15	65.26%
Active	E 101-43000-380 STREET LIGHTI	\$7,000.00	\$6,004.96	\$586.82	\$0.00	\$995.04	85.79%
Active	E 101-43000-381 ELECTRIC UTILI	\$3,000.00	\$2,971.58	\$249.61	\$0.00	\$28.42	99.05%
Active	E 101-43000-382 WATER UTILITIE	\$200.00	\$270.13	\$0.00	\$0.00	-\$70.13	135.07%
Active	E 101-43000-383 GAS UTILITIES	\$3,500.00	\$1,837.80	\$180.78	\$0.00	\$1,662.20	52.51%
Active	E 101-43000-384 REFUSE DISPO	\$3,000.00	\$3,329.61	\$388.92	\$0.00	-\$329.61	110.99%
Active	E 101-43000-391 TELEPHONE/PA	\$500.00	\$449.69	\$32.30	\$0.00	\$50.31	89.94%
Active	E 101-43000-402 CITY TRUCK RE	\$3,000.00	\$610.27	\$0.00	\$0.00	\$2,389.73	20.34%
Active	E 101-43000-426 MACHINERY RE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-442 MISCELLANEOU	\$100.00	\$53.49	\$0.00	\$0.00	\$46.51	53.49%
Active	E 101-43000-530 FURNITURE & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-101 FULL TIME EMP	\$37,875.00	\$37,501.14	\$4,379.80	\$0.00	\$373.86	99.01%
Active	E 101-43400-104 TEMPORARY E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-121 PERA CONTRIB	\$2,841.00	\$2,785.76	\$328.46	\$0.00	\$55.24	98.06%
Active	E 101-43400-122 FICA/MC CONTR	\$2,897.00	\$3,095.31	\$355.42	\$0.00	-\$198.31	106.85%
Active	E 101-43400-126 ICMA RETIREME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-131 HEALTH INSURA	\$6,480.00	\$5,508.72	\$498.04	\$0.00	\$971.28	85.01%
Active	E 101-43400-133 LIFE INSURANC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-151 WORKERS CO	\$1,435.00	\$1,197.97	\$0.00	\$0.00	\$237.03	83.48%
Active	E 101-43400-201 GENERAL SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-202 PERMANENT SU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-203 POSTAGE	\$300.00	\$370.77	\$0.00	\$0.00	-\$70.77	123.59%
Active	E 101-43400-306 CONSULTING F	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-308 TRAINING & ED	\$500.00	\$951.25	\$0.00	\$0.00	-\$451.25	190.25%
Active	E 101-43400-310 PLUMBING INSP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-311 HEATING INSPE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-312 BUILDING INSPE	\$1,000.00	\$4,195.44	\$4,195.44	\$0.00	-\$3,195.44	419.54%
Active	E 101-43400-327 OTHER SERVIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-331 TRAVEL EXPEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-355 PRINTING SERV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-386 GOPHER STATE	\$500.00	\$525.55	\$24.75	\$0.00	-\$25.55	105.11%
Active	E 101-43400-388 SAC UNIT CHAR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-437 SALES TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-442 MISCELLANEOU	\$100.00	\$1,122.65	\$0.00	\$0.00	-\$1,022.65	1122.65%
Active	E 101-43400-443 SURCHARGE R	\$500.00	\$523.43	\$0.00	\$0.00	-\$23.43	104.69%
Active	E 101-45200-101 FULL TIME EMP	\$43,853.00	\$45,269.97	\$4,659.70	\$0.00	-\$1,416.97	103.23%
Active	E 101-45200-103 PART TIME EMP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-104 TEMPORARY E	\$6,000.00	\$4,956.75	\$0.00	\$0.00	\$1,043.25	82.61%
Active	E 101-45200-121 PERA CONTRIB	\$3,289.00	\$2,570.27	\$349.51	\$0.00	\$718.73	78.15%
Active	E 101-45200-122 FICA/MC CONTR	\$3,814.00	\$4,294.54	\$397.52	\$0.00	-\$480.54	112.60%
Active	E 101-45200-131 HEALTH INSURA	\$8,100.00	\$6,049.83	\$676.28	\$0.00	\$2,050.17	74.69%
Active	E 101-45200-133 LIFE INSURANC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-142 UNEMPLOYMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-151 WORKERS CO	\$1,345.00	\$1,131.93	\$0.00	\$0.00	\$213.07	84.16%
Active	E 101-45200-201 GENERAL SUPP	\$200.00	\$122.44	\$0.00	\$0.00	\$77.56	61.22%
Active	E 101-45200-202 PERMANENT SU	\$0.00	\$559.64	\$0.00	\$0.00	-\$559.64	0.00%
Active	E 101-45200-212 MOTOR FUELS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-225 LANDSCAPING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-228 REPAIR SUPPLI	\$500.00	\$289.59	\$0.00	\$0.00	\$210.41	57.92%

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		2015	2015	DECEMBER	Enc	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-45200-317 TREE SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-370 PARK & RECRE	\$700.00	\$800.00	\$0.00	\$0.00	-\$100.00	114.29%
Active	E 101-45200-371 NON-RESIDENT	\$1,500.00	\$968.00	\$0.00	\$0.00	\$532.00	64.53%
Active	E 101-45200-381 ELECTRIC UTILI	\$500.00	\$363.07	\$34.09	\$0.00	\$136.93	72.61%
Active	E 101-45200-382 WATER UTILITIE	\$200.00	\$239.19	\$0.00	\$0.00	-\$39.19	119.60%
Active	E 101-45200-383 GAS UTILITIES	\$700.00	\$441.77	\$13.01	\$0.00	\$258.23	63.11%
Active	E 101-45200-384 REFUSE DISPO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-391 TELEPHONE/PA	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0.00%
Active	E 101-45200-403 TRACTOR/MOW	\$1,000.00	\$1,594.00	\$0.00	\$0.00	-\$594.00	159.40%
Active	E 101-45200-412 WARMING HOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-427 PORTA POTTY	\$1,000.00	\$575.43	(\$31.25)	\$0.00	\$424.57	57.54%
Active	E 101-45200-442 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-540 MACHINERY & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-550 OTHER IMPROV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45300-444 CONTINGENCY	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	E 101-45300-710 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-710 OPERATING TR	\$38,000.00	\$0.00	\$0.00	\$0.00	\$38,000.00	0.00%
Active	E 101-45400-721 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-731 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-732 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-733 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-734 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-741 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-742 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-743 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-744 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-745 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-747 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-749 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48100-306 CONSULTING F	\$20,000.00	\$735.00	\$0.00	\$0.00	\$19,265.00	3.68%
Active	E 101-48100-442 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48411-550 OTHER IMPROV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48412-306 CONSULTING F	\$0.00	\$1,557.50	\$0.00	\$0.00	-\$1,557.50	0.00%
Active	E 101-48412-442 MISCELLANEOU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48412-550 OTHER IMPROV	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48412-555 LARPENTEUR A	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total GENERAL		\$1,264,252.00	\$1,153,665.25	\$107,164.24	\$0.00	\$110,586.75	91.25%
COMMUNITY EVENTS							
Active	E 201-45600-201 GENERAL SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-202 PERMANENT SU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-327 OTHER SERVIC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-352 PUBLIC INFORM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-368 FUN RUN/WALK	\$500.00	\$228.12	\$140.89	\$0.00	\$271.88	45.62%
Active	E 201-45600-369 MUSIC UNDER T	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
Active	E 201-45600-372 MUGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-373 T-SHIRTS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-374 POP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-375 WINTER EVENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-376 GARAGE SALE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 201-45600-377 DAY IN THE PAR	\$1,300.00	\$1,391.07	\$0.00	\$0.00	-\$91.07	107.01%
Active	E 201-45600-378 NATIONAL NIGH	\$150.00	\$126.00	\$0.00	\$0.00	\$24.00	84.00%
Active	E 201-45600-379 HALLOWEEN EV	\$700.00	\$877.35	\$25.82	\$0.00	-\$177.35	125.34%

LAUDERDALE, MN
***Expenditure Guideline©**

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Current Period: DECEMBER 2015

		2015	2015	DECEMBER	Enc	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Total 02 ST/UTIL CONSTRUCTION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
DEVELOPMENT							
Active	E 414-48100-520 BUILDINGS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 414-48100-538 COMPUTER SO	\$0.00	\$15,300.00	\$0.00	\$0.00	-\$15,300.00	0.00%
Active	E 414-48100-721 OPERATING TR	\$20,461.00	\$0.00	\$0.00	\$0.00	\$20,461.00	0.00%
Total DEVELOPMENT		\$20,461.00	\$15,300.00	\$0.00	\$0.00	\$5,161.00	74.78%
SEWER UTILITIES							
Active	E 601-49000-101 FULL TIME EMP	\$30,279.00	\$26,580.92	\$3,263.08	\$0.00	\$3,698.08	87.79%
Active	E 601-49000-102 OVERTIME	\$12,000.00	\$11,808.58	\$1,418.79	\$0.00	\$191.42	98.40%
Active	E 601-49000-121 PERA CONTRIB	\$3,171.00	\$2,762.62	\$351.11	\$0.00	\$408.38	87.12%
Active	E 601-49000-122 FICA/MC CONTR	\$3,234.00	\$3,622.91	\$386.73	\$0.00	-\$388.91	112.03%
Active	E 601-49000-131 HEALTH INSURA	\$5,184.00	\$5,204.07	\$519.90	\$0.00	-\$20.07	100.39%
Active	E 601-49000-151 WORKERS CO	\$2,895.00	\$2,462.29	\$0.00	\$0.00	\$432.71	85.05%
Active	E 601-49000-201 GENERAL SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-212 MOTOR FUELS	\$700.00	\$476.76	\$59.22	\$0.00	\$223.24	68.11%
Active	E 601-49000-227 TOOLS & EQUIP	\$0.00	\$345.33	\$0.00	\$0.00	-\$345.33	0.00%
Active	E 601-49000-228 REPAIR SUPPLI	\$0.00	\$65.00	\$0.00	\$0.00	-\$65.00	0.00%
Active	E 601-49000-301 AUDITING	\$1,800.00	\$1,460.00	\$0.00	\$0.00	\$340.00	81.11%
Active	E 601-49000-304 ENGINEERING	\$3,000.00	\$24,187.74	\$555.00	\$0.00	-\$21,187.74	806.26%
Active	E 601-49000-308 TRAINING & ED	\$600.00	\$314.00	\$0.00	\$0.00	\$286.00	52.33%
Active	E 601-49000-315 SEWER JETTIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-316 SEWER TELEVI	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	E 601-49000-327 OTHER SERVIC	\$7,000.00	\$15,443.69	\$1,805.88	\$0.00	-\$8,443.69	220.62%
Active	E 601-49000-331 TRAVEL EXPEN	\$0.00	\$5.18	\$0.00	\$0.00	-\$5.18	0.00%
Active	E 601-49000-361 GENERAL LIABI	\$2,200.00	\$2,103.50	\$0.00	\$0.00	\$96.50	95.61%
Active	E 601-49000-362 PROPERTY INS	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 601-49000-363 AUTOMOTIVE IN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-382 WATER UTILITIE	\$100.00	\$58.20	\$0.00	\$0.00	\$41.80	58.20%
Active	E 601-49000-387 WATER TREAT	\$133,000.00	\$143,835.36	\$11,602.32	\$0.00	-\$10,835.36	108.15%
Active	E 601-49000-391 TELEPHONE/PA	\$300.00	\$183.89	\$16.15	\$0.00	\$116.11	61.30%
Active	E 601-49000-402 CITY TRUCK RE	\$400.00	\$1,047.08	\$0.00	\$0.00	-\$647.08	261.77%
Active	E 601-49000-425 CLOTHING	\$700.00	\$603.36	\$66.61	\$0.00	\$96.64	86.19%
Active	E 601-49000-442 MISCELLANEOU	\$0.00	\$23.00	\$0.00	\$0.00	-\$23.00	0.00%
Active	E 601-49000-444 CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-501 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-540 MACHINERY & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-554 CATCH BASIN R	\$10,500.00	\$0.00	\$0.00	\$0.00	\$10,500.00	0.00%
Active	E 601-49000-710 OPERATING TR	\$35,000.00	\$130,000.00	\$0.00	\$0.00	-\$95,000.00	371.43%
Total SEWER UTILITIES		\$273,063.00	\$372,593.48	\$20,044.79	\$0.00	-\$99,530.48	136.45%
STORM SEWER ENTERPRISE FUND							
Active	E 602-49100-101 FULL TIME EMP	\$34,360.00	\$30,250.46	\$3,733.24	\$0.00	\$4,109.54	88.04%
Active	E 602-49100-102 OVERTIME	\$5,000.00	\$4,920.30	\$591.17	\$0.00	\$79.70	98.41%
Active	E 602-49100-121 PERA CONTRIB	\$2,952.00	\$2,559.42	\$324.32	\$0.00	\$392.58	86.70%
Active	E 602-49100-122 FICA/MC CONTR	\$3,011.00	\$3,363.68	\$354.91	\$0.00	-\$352.68	111.71%
Active	E 602-49100-131 HEALTH INSURA	\$5,616.00	\$4,781.38	\$478.16	\$0.00	\$834.62	85.14%
Active	E 602-49100-151 WORKERS CO	\$2,375.00	\$2,011.00	\$0.00	\$0.00	\$364.00	84.67%
Active	E 602-49100-201 GENERAL SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-212 MOTOR FUELS	\$700.00	\$476.74	\$59.21	\$0.00	\$223.26	68.11%
Active	E 602-49100-227 TOOLS & EQUIP	\$0.00	\$60.94	\$0.00	\$0.00	-\$60.94	0.00%
Active	E 602-49100-228 REPAIR SUPPLI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-301 AUDITING	\$1,800.00	\$1,460.00	\$0.00	\$0.00	\$340.00	81.11%
Active	E 602-49100-304 ENGINEERING	\$3,000.00	\$6,128.83	\$0.00	\$0.00	-\$3,128.83	204.29%

LAUDERDALE, MN
***Expenditure Guideline©**

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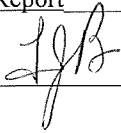
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Current Period: DECEMBER 2015

		2015	2015	DECEMBER	Enc	2015	% of YTD
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 602-49100-308 TRAINING & ED	\$500.00	\$14.00	\$0.00	\$0.00	\$486.00	2.80%
Active	E 602-49100-314 STREET SWEEP	\$5,500.00	\$5,900.00	\$0.00	\$0.00	-\$400.00	107.27%
Active	E 602-49100-327 OTHER SERVIC	\$3,500.00	\$842.39	\$77.09	\$0.00	\$2,657.61	24.07%
Active	E 602-49100-352 PUBLIC INFORM	\$100.00	\$48.00	\$0.00	\$0.00	\$52.00	48.00%
Active	E 602-49100-361 GENERAL LIABI	\$2,200.00	\$2,103.50	\$0.00	\$0.00	\$96.50	95.61%
Active	E 602-49100-391 TELEPHONE/PA	\$300.00	\$183.91	\$16.15	\$0.00	\$116.09	61.30%
Active	E 602-49100-402 CITY TRUCK RE	\$400.00	\$67.09	\$0.00	\$0.00	\$332.91	16.77%
Active	E 602-49100-425 CLOTHING	\$700.00	\$603.35	\$66.61	\$0.00	\$96.65	86.19%
Active	E 602-49100-438 DUES & SUBSC	\$500.00	\$910.00	\$0.00	\$0.00	-\$410.00	182.00%
Active	E 602-49100-442 MISCELLANEOU	\$0.00	\$53.31	\$0.00	\$0.00	-\$53.31	0.00%
Active	E 602-49100-444 CONTINGENCY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-511 DEPRECIATION	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-540 MACHINERY & E	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-554 CATCH BASIN R	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-710 OPERATING TR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total STORM SEWER ENTERPRISE FUND		\$72,514.00	\$66,738.30	\$5,700.86	\$0.00	\$5,775.70	92.04%
GASB34							
Active	E 999-41000-100 WAGES AND SA	\$0.00	-\$23,882.79	\$0.00	\$0.00	\$23,882.79	0.00%
Active	E 999-41000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-41000-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-43000-100 WAGES AND SA	\$0.00	-\$5,074.63	\$0.00	\$0.00	\$5,074.63	0.00%
Active	E 999-43000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-43000-499 LOSS ON DISPO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-43000-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-45000-100 WAGES AND SA	\$0.00	-\$6,422.67	\$0.00	\$0.00	\$6,422.67	0.00%
Active	E 999-45000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-45000-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-47000-601 BOND PRINCIPA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-47000-611 BOND INTERES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-49000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-49000-500 CAPITAL OUTLA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-49500-100 WAGES AND SA	\$0.00	-\$1,492.05	\$0.00	\$0.00	\$1,492.05	0.00%
Active	E 999-50000-100 WAGES AND SA	\$0.00	-\$3,444.33	\$0.00	\$0.00	\$3,444.33	0.00%
Total GASB34		\$0.00	-\$40,316.47	\$0.00	\$0.00	\$40,316.47	0.00%
Report Total		\$2,053,675.00	\$1,865,060.98	\$138,974.43	\$0.00	\$188,614.02	90.82%

**LAUDERDALE COUNCIL
ACTION FORM**

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

Meeting Date	January 26, 2016
ITEM NUMBER	<u>4Q15 Investment Report</u>
STAFF INITIAL	<u>TJB</u> 
APPROVED BY ADMINISTRATOR	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The investment report was reformatted beginning the third quarter of 2015. Additional revisions have been included in the report to reflect the recently adopted Investment Policy.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the investment report for October, November and December 2015.

COUNCIL ACTION:

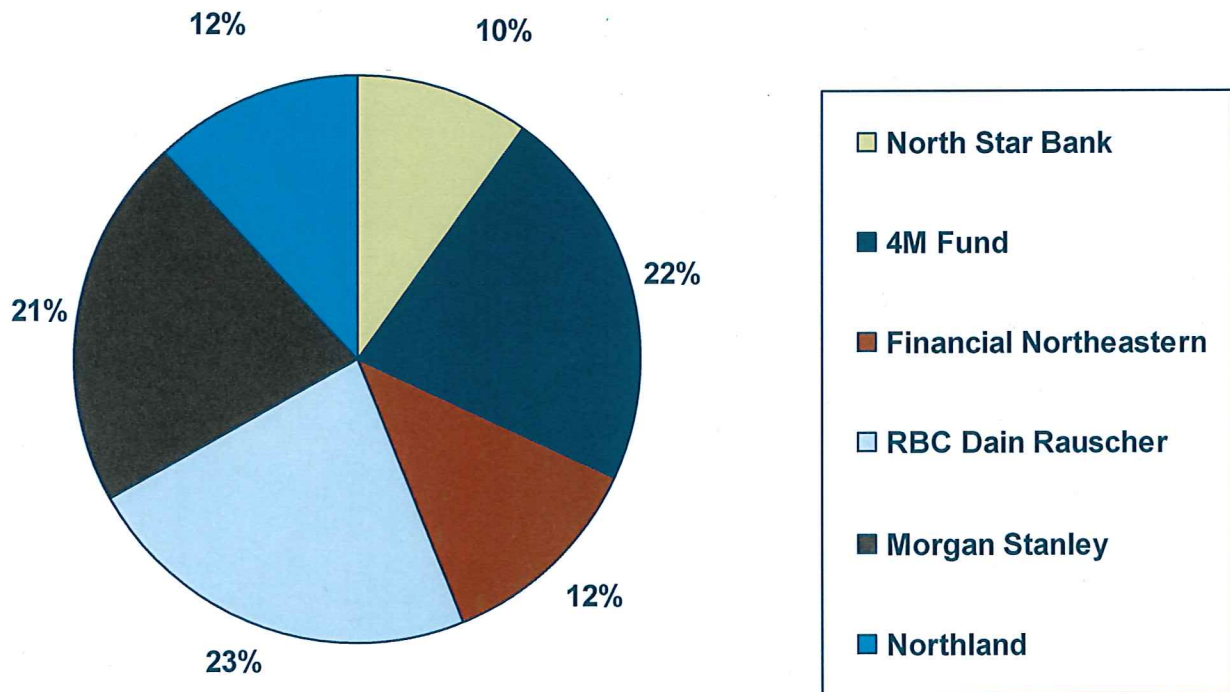


**Fourth Quarter 2015
Investment Report**

INVESTMENTS

As of December 31, 2015, the City had the following amounts with official depositories:

North Star Bank	\$ 305,706
4M Fund	709,501
Financial Northeastern	402,255
RBC Dain Rauscher	748,000
Morgan Stanley	702,528
Northland	402,330
TOTAL	\$ 3,270,320



DEPOSITORIES AND INVESTMENT TYPES

North Star Bank	
Checking Account	\$ 305,706
4M Fund	
Joint Powers Investment	\$ 709,501
Financial Northwestern	
Money Market Account	\$ 102,255
Certificates of Deposit	\$ 300,000 (3)
RBC Dain Rauscher	
Certificates of Deposit	\$ 748,000 (5)
Morgan Stanley	
Money Market Account	\$ 2,528
Certificates of Deposit	\$ 700,000 (7)
Northland	
Money Market Account	\$ 2,330
Certificates of Deposit	\$ 400,000 (4)

The City's Investment Policy sets some perimeters for investments, such as no more than 60% of the investment portfolio, or \$2,000,000 (whichever is less) shall be invested with any one investment company. No investments shall be made with a term over ten years unless with prior approval from the City Council.

INVESTMENT TERM

Liquid assets are money market accounts.

1-5 Years are made up of certificate of deposit and US Government Instrumentality Securities.

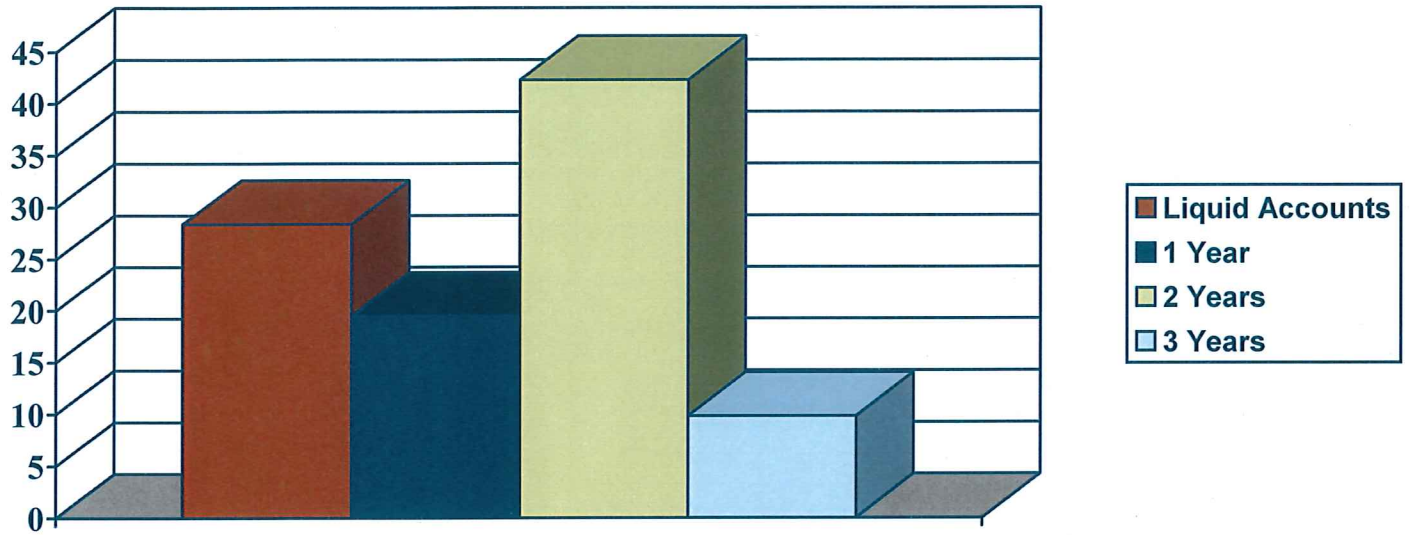
6-10 Years are US Government Instrumentality Securities.

11-15 Years are US Government Instrumentality Securities.

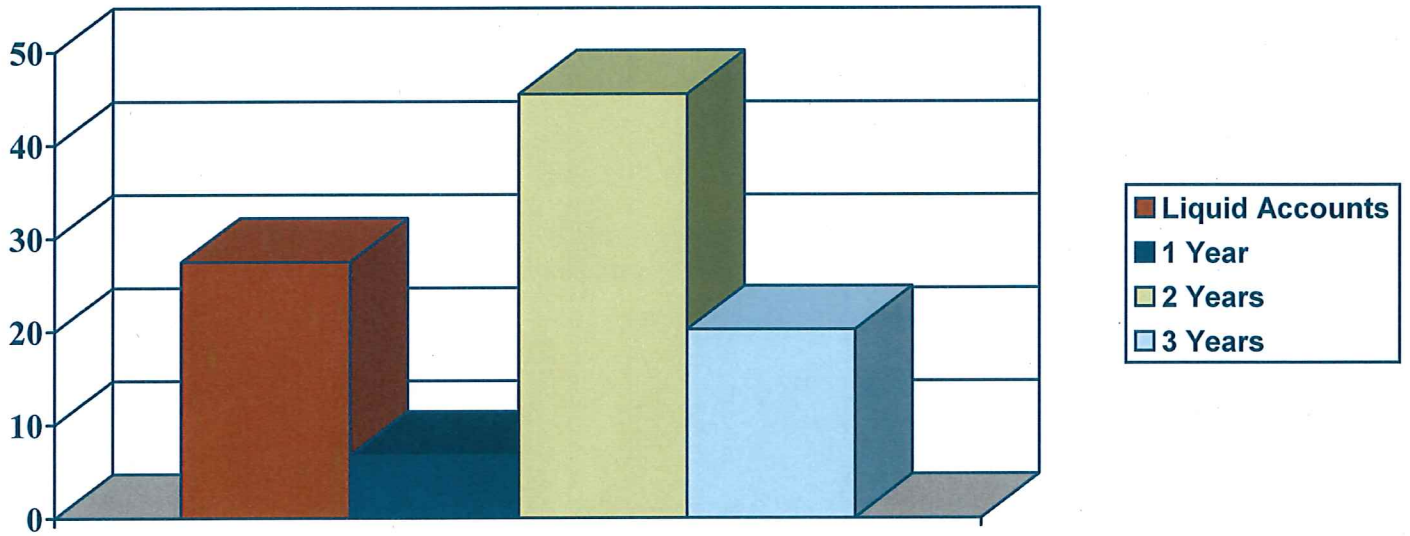
15+ Years are US Government Instrumentality Securities and bonds.

US Government Instrumentality Securities are financial intermediaries established by the federal government to fund loans to certain groups of borrowers, such as homeowners, farmers and students. Most active issuers are Federal Home Loan Bank, Federal National Mortgage Association (Fannie Mae) and Tennessee Valley Authority. Maturities range from three months to 30 years with fixed interest rates.

2014

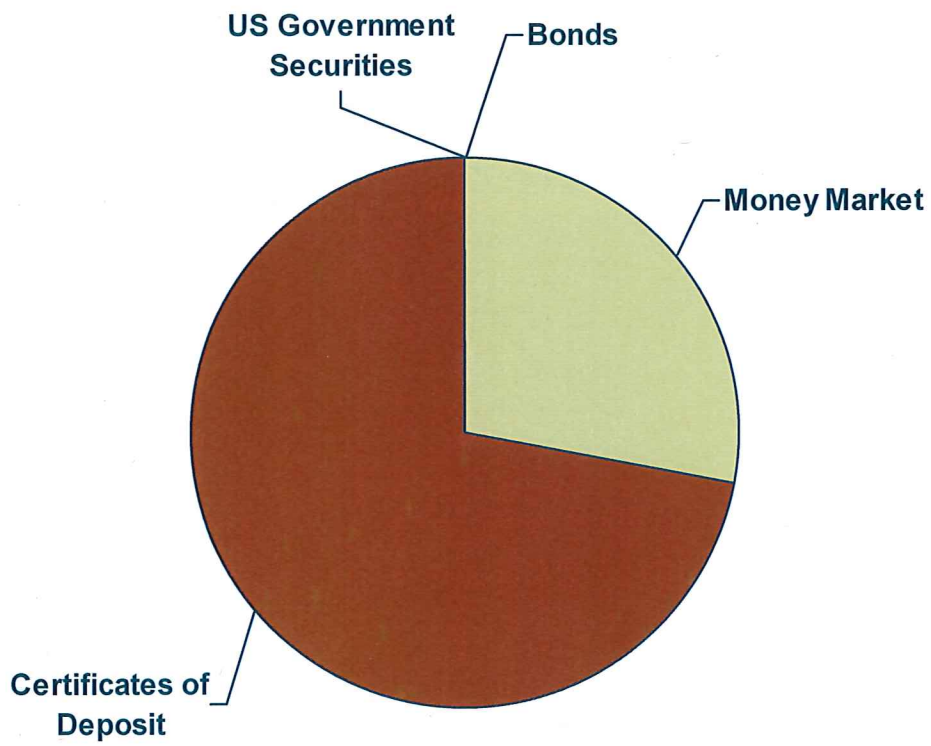


2015



INVESTMENT TYPES

Money Market	\$	816,614
Bonds		0
Certificates of Deposit		2,148,000
US Government Securities		0

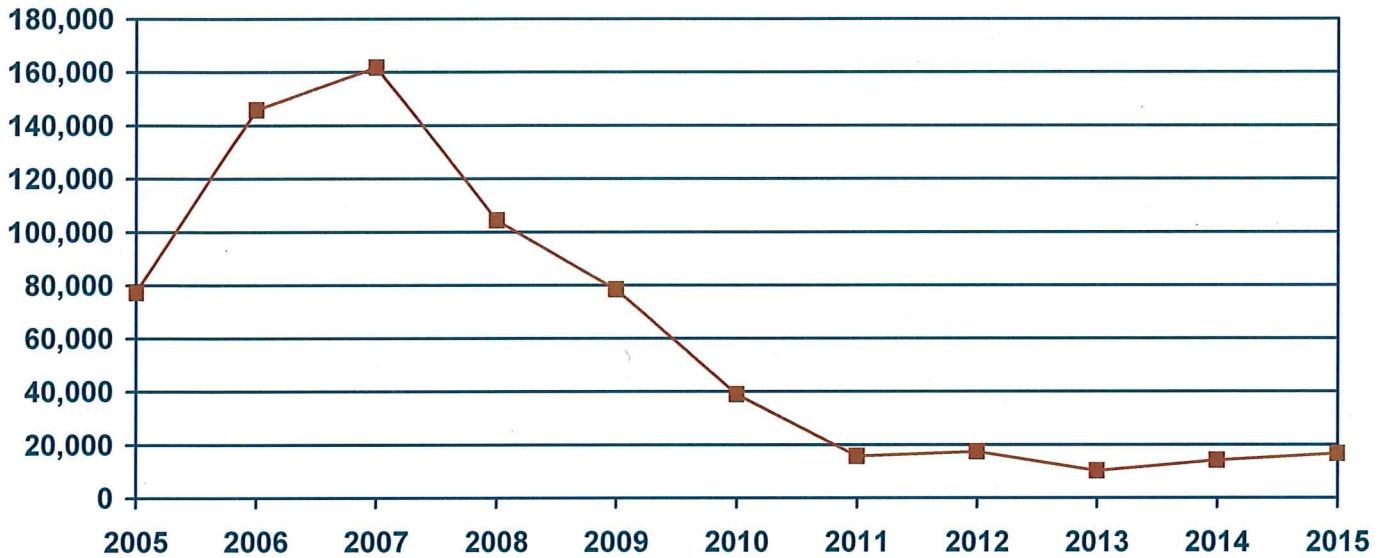


Investment Schedule

Purchase Date	Maturity Date	Type	Interest Rate	Amount	Investment Broker
8/14/2013	2/16/2016	CD	0.75%	\$100,000	Financial Northeastern
8/15/2013	8/15/2016	CD	1.05%	\$100,000	Morgan Stanley
9/25/2013	3/28/2016	CD	0.80%	\$100,000	Northland Securities
9/30/2013	9/30/2016	CD	1.15%	\$100,000	Morgan Stanley
10/4/2013	10/4/2016	CD	1.10%	\$100,000	RBC Dain Rauscher
5/21/2014	2/21/2017	CD	0.90%	\$100,000	RBC Dain Rauscher
5/28/2014	5/31/2016	CD	0.50%	\$100,000	Morgan Stanley
5/29/2014	5/30/2017	CD	1.05%	\$100,000	Morgan Stanley
5/29/2014	5/30/2017	CD	1.10%	\$100,000	Morgan Stanley
12/17/2014	12/19/2016	CD	1.05%	\$100,000	Morgan Stanley
12/30/2014	6/30/2016	CD	0.65%	\$100,000	Financial Northeastern
12/30/2014	6/30/2017	CD	1.10%	\$100,000	Northland Securities
3/13/2015	3/13/2018	CD	1.30%	\$100,000	Financial Northeastern
9/4/2015	3/5/2018	CD	1.30%	\$100,000	Northland Securities
10/28/2015	10/28/2019	CD	2.00%	\$200,000	RBC Dain Rauscher
10/28/2015	10/28/2019	CD	2.00%	\$200,000	RBC Dain Rauscher
11/4/2015	11/5/2018	CD	1.60%	\$100,000	Morgan Stanley
11/4/2015	11/5/2018	CD	1.65%	\$148,000	RBC Dain Rauscher
12/9/2015	12/7/2016	CD	0.75%	\$100,000	Northland Securities
				<u>\$2,148,000</u>	

The following chart shows the interest earnings since 2005 with 2007 being our best year with earnings of \$161,884. Please note that fiscal year 2015 is shown through December 31, without any audit adjustments.

INTEREST EARNINGS



INTEREST RATE COMPARISON

(Average of city portfolio)

	2014	2015
<u>Money Market Rates</u>		
January	0.03	0.03
July	0.03	0.03
December	0.03	0.03
 <u>Certificate of Deposit Rates</u>		
January	0.73	0.75
July	0.71	0.91
December	0.78	1.15

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date January 26, 2016

ITEM NUMBER Hughes Phased Retirement

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached is the Phased Retirement Agreement that would allow Joe Hughes to work for the City on a limited basis in 2016. You may recall that some funding was included in the budget for this. Per the attached draft agreement, Joe would no longer receive benefits, but would receive the same rate of pay at which he retired.

STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves the Phased Retirement Agreement with Joe Hughes as presented.

CITY OF LAUDERDALE
Phased-Retirement Option (PRO) Agreement

Retiree/Employee Name: Joe Hughes

Job Title: Public Works Maintenance

Date: January 11, 2016

This agreement provides information regarding your benefits and other terms and conditions as an employee covered by participation in the Phased-Retirement Option (PRO) available through the Public Employees Retirement Association (PERA). This information applies only to you and to your position with the City. It may constitute a departure from normal City policies and procedures, but it does not set any precedents or change existing city policies.

Compensation:

- Your pay will be \$27.13 per hour up to \$5,000. This is approximately 180 hours.*

Group Health & Dental Insurance:

- You may no longer participate in the City's health and dental insurance plans.*

Other Group Plans:

- You may no longer participate in the City's life, disability, or long-term care insurance. The City will no longer contribute to your deferred compensation plan; however, you may elect to make contributions.*

Vacation/Sick Leave:

- You will no longer accrue vacation or sick leave.*

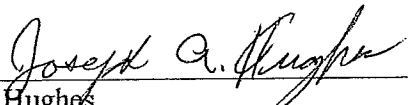
Holidays and On-Call:

- It is not expected that you will be on-call regularly. In the event you are, you will receive the compensation spelled out in the most current union agreement. In the event you are called into work on a holiday, you will receive the compensation spelled out in the most current union agreement.*

By signing below, the City and employee acknowledge agreement to the above terms of employment.

The Employee:

On behalf of the City:



Joseph Hughes

Jeffrey Dains, Mayor

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution X
Work Session

Meeting Date January 26, 2016

ITEM NUMBER Authorizing 2015 Transfer of City
Funds

STAFF INITIAL TJB 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In preparation for the year-end audit, fund balances are reviewed.

The Rosehill Development tax increment district was decertified as of December 31, 2013 and all anticipated expenditures have been paid. Fund 405, Tax Increment Financing Projects, has a deficit of \$15,284.44. The Capital Improvement Streets Fund has available funds to transfer to close Fund 405 with the City responsible to file a final tax increment report for 2015.

The resolution authorizes the transfer of funds in fiscal year 2015.

OPTIONS:

Adopt resolution authorizing the transfer of funds.

STAFF RECOMMENDATION:

Adopt Resolution 012616A Authorizing 2015 Transfer of City Funds.

COUNCIL ACTION:

RESOLUTION 012616A

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

AUTHORIZING 2015 TRANSFER OF CITY FUNDS

WHEREAS, the City Council of City of Lauderdale finds it is prudent financial management to financially close the Tax Increment Projects Fund since the tax increment financing district was decertified December 31, 2013 and all anticipated expenditures have been paid; and

WHEREAS, the Capital Improvement Fund for Street has sufficient funds available to transfer to the Tax Increment Projects Fund.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF LAUDERDALE that the following fund transfers is authorized as 2015 transfer:

Capital Improvement Streets (401) to Tax Increment Projects (405)	\$15,284.44
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Adopted by the City of Lauderdale this 24th day of January, 2016.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 26, 2016

ITEM NUMBER MNDOT Presentation

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

MnDOT sent postcards to area residents and businesses to let them know of the open house the City is hosting Tuesday. MnDOT staff will be here to answer questions regarding their summer plans for TH280 and the interchange north of here from 4 p.m. to 7 p.m. in the Social Room. MnDOT's spokesperson, Kent Barnard, will stay for the Council meeting to provide the Council and audience with the same information. My understanding is that the project is expected to start in May.

OPTIONS:


STAFF RECOMMENDATION:

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date January 26, 2016
ITEM NUMBER 1821 Eustis Street Purchase
STAFF INITIAL 
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Federal Home Loan Mortgage Corporation (Freddie Mac) verbally accepted the City Council's offer of \$87,000 based upon the Final Letter of Intent drafted by the City Attorney and provided for your review. The purchase agreement and various addendums were then signed by the Mayor and City Administrator and submitted to the seller's realtor yesterday (Monday) along with the earnest money. Provided with this packet are copies of the purchase agreement and addendums.

The purchase of the property must be approved of at an open meeting and the public must be made aware of the purchase price of \$87,000. Naturally, there will be additional closing costs but the following motion will allow staff to do as necessary to complete the transaction.

Motion authorizing the Mayor and City Administrator to execute the purchase agreement for 1821 Eustis Street.



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

January 19, 2016

Freddie Mac
8200 Jones Branch Drive
McLean, VA 22102-3110

Re: Property at 1821 Eustis Street, Lauderdale, MN
Ramsey County Property ID #17-29-23-32-0097 (the "Property")

Dear Freddie Mac Representative:

This is in response to your recent counteroffer to the previous offer by the city of Lauderdale, Minnesota (the "City") to purchase the Property. The City agrees to pay \$87,000 for the Property "AS IS" and subject to the following terms and conditions, which constitute the City's final counteroffer:

1. Purchase price of \$87,000, payable \$1,000 earnest money upon execution of the purchase agreement and \$86,000 cash at closing;
2. Closing on or before February 12, 2016;
3. Seller to pay all levied and pending special assessments and any deferred or delinquent real estate taxes;
4. Real estate taxes payable in 2016 and utility charges and bills pro-rated to date of closing;
5. The City must be able to obtain title insurance (at its expense) indicating marketable title to the Property; and
6. The parties will divide closing costs in the customary manner.

Lauderdale is a statutory city under Minnesota law and, as such, documents will be executed by the mayor and city clerk on behalf of the City.

Please indicate your acceptance of the above terms and conditions. Upon receipt of your acceptance, the City will prepare and forward a purchase agreement including the above terms for your consideration.

Sincerely,

Heather Butkowski
City Administrator-Clerk

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Purchase Agreement") is made as of this ____ day of January, 2016, by and between Federal Home Loan Mortgage Corporation d/b/a HomeSteps and/or Freddie Mac ("Seller") and the city of Lauderdale, a public body corporate and politic under the laws of the State of Minnesota ("Buyer").

1. PROPERTY. Seller is the owner of property located at 1821 Eustis Street, in Lauderdale, Minnesota, which is legally described on the attached Exhibit A ("Property"). The Property includes a vacant single family residence.

2. OFFER/ACCEPTANCE. In consideration of and subject to the terms and provisions of this Purchase Agreement and the Addendum #1 attached as Exhibit B hereto (the "Addendum"), Buyer offers and agrees to purchase and Seller agrees to sell the Property and all improvements thereon, together with all appurtenances. All fixtures located on the Property on the date of this Purchase Agreement are included in the purchase of the Property.

3. PURCHASE PRICE FOR PROPERTY AND TERMS.

a. **PURCHASE PRICE:** The total Purchase Price for the Property is Eighty-seven thousand and 00/100ths Dollars (\$87,000.00).

b. **TERMS:**

(1) **EARNEST MONEY.** The sum of One Thousand and 00/100ths Dollars (\$1,000.00) Earnest Money shall be paid by Buyer to Seller and held in escrow by the Seller's Broker.

(2) **BALANCE DUE SELLER:** Buyer agrees to pay by certified check or wire transfer on the Closing Date the remaining balance due according to the terms of this Purchase Agreement.

(3) **SURVEY:** Buyer may secure at Buyer's option and expense a boundary survey of the Property prepared by an engineer or land surveyor selected by Buyer within ten calendar days from the final execution date of this Purchase Agreement.

(4) **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a special warranty, limited warranty, quit claim, or bargain and sale deed (the "Deed") conveying marketable fee simple title to the Property to Buyer, subject only to the following exceptions:

a. Building and zoning laws, ordinances, state and federal regulations;

b. Reservation of minerals or mineral rights to the State of

Minnesota, if any;

- c. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property; and
- d. Any Permitted Encumbrances under paragraph 6 of this Purchase Agreement.

4. **DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER.** In addition to the Deed required at paragraph 3b(4) above, Seller shall deliver to Buyer at closing the following:

- a. Standard form Affidavit of Seller;
- b. A "bring-down" certificate, certifying that all of the warranties made by Seller in this Purchase Agreement remain true as of the Closing Date;
- c. Certificate that Seller is not a foreign national;
- d. Well disclosure certification;
- e. Any notices, certificates and affidavits regarding private sewage systems, underground storage tanks and environmental conditions as may be required by Minnesota statutes, rules or ordinances;
- f. Any other documents reasonably required by Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Purchase Agreement.

5. **CONTINGENCIES.** Buyer's obligation to purchase the Property is contingent upon the following:

- a. Authorization by the Lauderdale city council for the mayor and city administrator-clerk to execute this Purchase Agreement on behalf of Buyer.
- b. Buyer's determination of marketable title pursuant to paragraph 6 of this Purchase Agreement;
- c. Buyer's satisfaction with the results of the environmental investigation set forth in paragraph 7 of this Purchase Agreement; and

Buyer shall have until the Closing Date to remove the foregoing contingencies. These contingencies are solely for the benefit of Buyer and may be waived by Buyer. If Buyer or its attorney gives written notice to Seller that all contingencies are duly satisfied or waived, the Buyer and Seller shall proceed to close the transaction as contemplated herein.

If one or more of Buyer's contingencies is not satisfied, or is not satisfied on time, and is not waived prior to the Closing Date, this Purchase Agreement shall thereupon be void, the Escrow Holder shall return the Earnest Money to Buyer, Buyer and Seller shall execute and deliver to each other documentation effecting the termination of this Purchase Agreement, and each party shall be released from any and all obligations to the other under this Purchase Agreement, except any indemnification obligations under paragraph 7. As a contingent Purchase Agreement, the termination of this Purchase Agreement is not required pursuant to Minnesota Statutes, Section 559.21, et. seq.

6. TITLE EXAMINATION/CURING TITLE DEFECTS. (a) Seller shall, at its expense and within a reasonable time after Seller's acceptance of this Purchase Agreement, obtain a commitment for title insurance ("Commitment") for the Property. Buyer shall have 10 business days after receipt of the Commitment to examine the same and to deliver written objections to title, if any, to Seller, or Buyer's right to do so shall be deemed waived and any matters revealed by the Commitment shall become Permitted Encumbrances. Seller shall have until the Closing Date (or such later date as the parties may agree upon) to make title marketable, at Seller's cost. In the event that title to the Property cannot be made marketable or is not made marketable by the Seller by the Closing Date, Buyer shall either elect to (i) terminate this Purchase Agreement, in which case the Earnest Money shall be immediately returned by the Escrow Agent to Buyer and each party shall be released from any and all obligations to the other under this Purchase Agreement, except any indemnification obligations under paragraph 7; or (ii) waive its objection and take title subject to all title matters to which Buyer objected that have not been remedied (in which case all such matters shall become Permitted Encumbrances).

(b) Seller shall provide Buyer with a title insurance policy, at Seller's sole expense, using the title insurer of Seller's choosing. Buyer retains the right to object to Seller's title insurer, in which case Buyer shall notify Seller in writing of its objection, and Buyer may acquire a title insurance policy from any other title insurer at Buyer's sole expense.

7. INSPECTION PERIOD. For a period of 10 days after execution of this Purchase Agreement by Seller (the "Inspection Period"), Buyer shall have the right to enter the Property as needed to confirm availability of all utilities (including sanitary sewer), to inspect, examine, survey, make soil and subsoil tests, percolation tests, inspect the quality and condition of all improvements upon the real property, and to otherwise do what Buyer reasonably deems necessary to determine, to Buyer's sole satisfaction, whether the Property is suitable for Buyer's intended use and whether the environmental condition of the Property is satisfactory. Buyer agrees to promptly pay all costs incurred for any testing, surveying and examinations made pursuant hereto, to restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller and the Property from any and all claims or liability of any nature whatsoever related to Buyer's actions hereunder, including all actions, proceedings demands, assessments, costs, expenses and attorney's fees. If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed use or that its environmental condition is not satisfactory for any reason and gives notice of this to Seller prior to the expiration of the Inspection Period, this Purchase Agreement shall terminate and the Earnest Money shall be immediately returned by the Escrow Agent to Buyer. If Buyer terminates this Purchase Agreement before the end of the Inspection Period, Buyer shall be entitled to the immediate return of the Earnest Money without

the need of Seller's release.

Seller warrants that the Seller has no knowledge or information of any fact which would indicate the Property was used for production, storage, deposit or disposal of any toxic or hazardous waste or substance, petroleum product or asbestos products.

Seller shall provide Buyer with all documentation including inspection reports, studies, notices, closure reports and similar documents or information relating to the environmental condition, status, and history of the Property within five business days following the execution of this Purchase Agreement.

8. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Seller shall pay all real estate taxes plus interest and penalties, if any, relating to the Property for the years prior to the year of closing. Provided that this transaction shall close as provided herein, Buyer agrees to pay taxes for the year following the year of closing and all taxes for years thereafter. Seller and Buyer shall prorate all real estate taxes for the year of closing based on the Closing Date. Seller shall pay all special assessments regarding the Property which are levied or pending as of the Closing Date, including portions which would otherwise have been payable in future installments.

9. CLOSING DATE. Closing shall take place at a date and time mutually agreed to by the parties hereto within 30 days after the end of the Inspection Period but in no event later than February 12, 2016. The parties may agree in writing to an extension of the closing date. In the event that closing does not occur by the date stated herein, this Purchase Agreement shall be automatically terminated as described in paragraph 4 of the Addendum. The parties hereto further agree that failure to close by the date stated herein shall not be considered a "failure or refusal to proceed to settlement" for purposes of this Purchase Agreement or Addendum, and that neither party shall be obligated to seek an extension of the closing date.

The parties will pay closing fees as outlined in the Addendum.

Buyer shall also be entitled to a general walk-through inspection within 24 hours prior to the Closing Date.

10. POSSESSION/UTILITIES.

- a. **Possession.** The Seller agrees to deliver possession of the Property free of all junk and debris to Buyer not later than the Closing Date.
- b. **Utilities.** Seller shall pay all utility charges, if any, prior to Closing Date.

11. REPRESENTATIONS AND WARRANTIES OF SELLER: Seller represents and warrants to, and covenants with, Buyer as follows:

- A. To the best of Seller's knowledge, Seller has good and indefeasible fee simple title to the Property subject to matters of record and affecting the Property and at closing will

convey to Buyer by the Deed marketable title to the Property, free and clear of all liens, defects, encumbrances, conditions, exceptions, restrictions or other matters other than those which appear as exceptions to the Deed under paragraph 3.b(4).

- B. Seller has not received any written notice of any current or pending litigation, tax appeals or environmental investigations against Seller or the Property and, to the best of Seller's knowledge, there is no pending litigation, tax appeals or environmental investigations against Seller or the Property;
- C. Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after closing;
- D. Seller warrants that, prior to closing, Seller shall pay in full all amounts due for labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration or repair of any structure upon or improvement to the Property;
- E. Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property and, to the best of Seller's knowledge, there are no such violations;
- F. To the best of Seller's knowledge, no person or entity other than Buyer has any option, right of first refusal or other right to purchase the Property or any part thereof or interest therein;
- G. There are no pending or, to the best of Seller's knowledge, threatened condemnation proceedings affecting the Property and Seller has not received any written notice that there is any pending or threatened condemnation of all or any part of the Property;
- H. To the best of Seller's knowledge, no hazardous substances have been generated, stored, released, or disposed of on or about the Property in violation of any law, rule or regulation applicable to a Property which regulates or controls matters relating to the environment or public health or safety (collectively, "Environmental Laws"). Seller has not received any written notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage relating to the Property. For purposes of this Purchase Agreement, "hazardous substances" shall mean any substance or material that is defined or deemed to be hazardous or toxic pursuant to any Environmental Laws;
- I. Seller has no knowledge of any hazardous or solid waste placed on the Property that would require remediation or disposal;
- J. There is no individual sewage treatment system or well on the Property; and
- K. There are no easements or claims of easements other than easements of record.

12. RISK OF LOSS. If there is any loss or damage to the Property between the date hereof and the Closing Date for any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the Closing Date, this Purchase Agreement shall become null and void, at the Buyer's option. At the request of Buyer, Seller agrees to sign a cancellation of this Purchase Agreement.

13. DEFAULT/REMEDIES. In the event Seller breaches its covenant to convey the Property to Buyer or otherwise fails to perform its obligations under this Purchase Agreement which are to be performed by Seller at or prior to closing in accordance with its terms, Buyer shall be entitled to this Purchase Agreement and receive a prompt and complete return of the Earnest Money and any other monies heretofore paid by Buyer to Seller or for Buyers out-of-pocket expenses. If Buyer fails to perform as required under this Purchase Agreement, then Seller shall receive the Earnest Money as liquidated damages, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default. Neither party shall have a right to specific performance of this Purchase Agreement in the event of default.

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

- a) Seller: Usset Weingarden & Liebo PLLP
4500 Park Glen Road #300
Minneapolis, MN 55416
- b) Copy to: Tangletown Realty
1705 Marion Street
Roseville, MN 55113
- c) Buyer: City of Lauderdale
Attn: Heather Butkowski
1891 Walnut Street
Lauderdale, MN 55113
- d) Copy to: Kennedy & Graven, Chartered
ATTN: Ron Batty
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

15. ENTIRE AGREEMENT; MINNESOTA LAW. This Purchase Agreement, including any exhibits attached hereto, shall constitute the entire agreement between Seller and Buyer and supersedes any other written or oral agreements between the parties relating to the Property.

This Purchase Agreement may be modified only in a writing properly signed on behalf of Seller and the Buyer. This Purchase Agreement shall be interpreted under the laws of Minnesota.

16. SURVIVAL. Notwithstanding any other provisions of law or court decision to the contrary, the provisions of this Purchase Agreement shall survive closing.

IN WITNESS WHEREOF, the undersigned have executed this Purchase Agreement on the date and year above.

Buyer:

Seller:

THE CITY OF LAUDERDALE

Federal Home Loan Mortgage Corporation

By: _____
Its Mayor

By: _____
Its:

By: _____
Its City Administrator-Clerk

By: _____
Its:

EXHIBIT A

Legal Description of Property

Lot 10, Block 7 of Lauderdale's East Side Addition

EXHIBIT B

Addendum #1 to Purchase Agreement



**ADDENDUM # 1 TO CONTRACT OF SALE
(Single-Family Real Estate Disposition)**

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____ 20____, between Federal Home Loan Mortgage Corporation (Seller, sometimes described as Freddie Mac or HomeSteps) and City of Lauderdale (Purchaser), for the property located at: 1821 EUSTIS ST, LAUDERDALE, MN, 55113 (the "Property").

IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF THE CONTRACT OF SALE, OR ANY OTHER ADDENDA, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. **CONDITIONS OF SALE:** Purchaser acknowledges that Seller obtained the Property by foreclosure, deed in lieu of foreclosure, forfeiture or similar process. The Contract of Sale is subject to each of the following conditions: (i) final acquisition of the Property by Seller; (ii) the ability of Seller to provide insurable title; (iii) the mortgage insurance company's approval of the sale; and (iv) if required by Seller, the repurchase of the Property by the prior mortgage servicer from Seller. In the event any of these conditions are applicable, at Seller's option and at Seller's sole discretion, Seller may notify Purchaser that the Contract of Sale is canceled, the deposit shall be returned to Purchaser and Seller shall have no further obligation to sell or convey the Property to Purchaser.

IT IS EXPRESSLY AGREED AND ACKNOWLEDGED BY THE PURCHASER THAT ANY EXPRESS REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN THE CONTRACT OF SALE, WHETHER REFERRING TO THE CONDITION OF THE PROPERTY, OR WHETHER REFERRING TO THE EXISTENCE OF FEATURES, FUNCTIONS OR SERVICES RELATING TO OR SERVING THE PROPERTY (INCLUDING, BY WAY OF EXAMPLE ONLY, WHETHER THE PROPERTY HAS PARTICULAR TYPES OF UTILITY SERVICES OR INGRESS/EGRESS RIGHTS), ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.

_____(Purchaser's Initials) **IN THE EVENT THAT THE CONTRACT OF SALE CONTAINS ANY EXPRESS PROVISIONS IN WHICH OPTIONAL LANGUAGE EXISTS FOR SELECTION BY THE PARTIES (INCLUDING, BY WAY OF EXAMPLE ONLY, BOXES TO BE CHECKED), THE PURCHASER EXPRESSLY AGREES AND ACKNOWLEDGES THAT THE REPRESENTATIONS, WARRANTIES, OR STATEMENTS CONTAINED IN SUCH LANGUAGE (EVEN IF CHECKED, SIGNED, INITIALED OR OTHERWISE MARKED SIGNIFYING AGREEMENT WITH OR ACCEPTANCE OF THE LANGUAGE) ARE SPECIFICALLY WAIVED, DISCLAIMED, AND RENDERED NULL AND VOID.**

IT IS THE EXPRESS INTENTION OF THE SELLER AND THE PURCHASER THAT THE ONLY WARRANTIES, REPRESENTATIONS, OR STATEMENTS (IF ANY) MADE BY THE SELLER AND RELIED UPON BY THE PURCHASER ARE THOSE THAT MAY BE CONTAINED IN THIS ADDENDUM.

2. **TITLE:** The extent of Seller's obligation with respect to title shall be to provide insurable title to Purchaser. Title to the Property may run from the owner of record, or from Seller by act of power of attorney on behalf of the recorded owner. Conveyance will be by deed that covenants that grantor grants only that title which grantor may have and that grantor will only defend title against persons claiming by, through or under grantor. Such deed may be known as a SPECIAL WARRANTY, LIMITED WARRANTY, QUIT CLAIM OR BARGAIN AND SALE DEED, or other local form of Deed acceptable to the recording agent and Seller. The agent responsible for settling the transaction, disbursing funds and closing escrow ("Closing Agent") is responsible for providing or obtaining the legal description of the property. The legal description shall be the same legal description as contained in the foreclosure deed or the deed-in-lieu of foreclosure, as applicable, or any revision thereto.

Seller's Initials _____
Buyers' Initials _____

3. **UNWRITTEN STATEMENTS:** Unwritten or oral statements, representations, promises, negotiations, or agreements shall not be considered to be part of the Contract of Sale unless incorporated in writing into the Contract of Sale.

4. **TIME IS OF THE ESSENCE: CLOSING. IT IS AGREED THAT TIME IS OF THE ESSENCE WITH RESPECT TO ALL DATES SPECIFIED IN THE CONTRACT OF SALE, THIS ADDENDUM AND ANY ADDENDA OR AMENDMENTS THERETO.** Settlement/closing shall be held in the offices of a Closing Agent selected by Purchaser, in accordance with the provisions of paragraph 17 herein, unless otherwise required by applicable law. Closing shall occur on or before February 12, 2016, or within seven (7) calendar days of Purchaser's loan approval, whichever is earlier, unless the closing date is extended in writing signed by the Seller and Purchaser. Purchaser shall deliver the earnest money deposit in certified funds to the real estate broker listing the property for sale pursuant to a separate agreement with Seller ("Broker"). The earnest money deposit shall be held by the Closing Agent in escrow or Broker in a noninterest bearing account. At closing, Purchaser must pay any amounts due by cashier's checks drawn on a United States regulated financial institution authorized to engage in banking activities within the United States made payable to the Closing Agent or by wire transfer from a United States regulated financial institution authorized to engage in banking activities within the United States consistent with Paragraph 14. The sale may not be closed in escrow without the prior written consent of Seller. In the event closing does not occur by the closing date specified in this Section 4, or any written extension, this Agreement is automatically terminated. Upon such termination Seller, without further communication with Purchaser and in Seller's sole discretion, will have the right to instruct the Closing Agent to cancel the settlement and the Seller shall be entitled to the remedy described in paragraph 19 of this Addendum. In the event Seller agrees to Purchaser's request for a written extension of this Agreement, Purchaser agrees to pay to Seller a **per diem** of \$100.00 per calendar day through and including the new closing date specified in the written extension. Purchaser agrees that it will not provide any instructions to the Closing Agent that are inconsistent with this Addendum and, in that event Purchaser does so, such instructions are null and void *ab initio*.

5. **PRORATIONS:** Seller and Purchaser agree to prorate the following expenses as of closing: utility charges, water and sewer charges, fuel/heating oil (if applicable) real estate taxes and assessments, common area charges, cooperative fees, maintenance fees, and rents, if any. Rental payments will be prorated outside and after closing, and will not be reflected on the settlement statement. Prorated rental payments are to be returned to the tenant from whom they were received, once requested, and not returned to Purchaser. Payment of homeowner's association or special assessments shall be paid current and prorated between Purchaser and Seller as of the closing date with payments not yet due and owing to be assumed by Purchaser without credit toward purchase price. HOWEVER, Seller shall not be responsible for homeowner's association assessments that accrued prior to the date Seller acquired the Property. In determining prorations, the day of closing shall be charged to Purchaser. All prorations at closing, including prorations for taxes, are final. If the property is a single family property with no more than one dwelling unit, then rents (if any) shall not be prorated.

6. **OCCUPANCY STATUS:** In the event the Property is occupied by tenant(s), Seller makes no representations regarding (i) compliance of the Property with any rent control or registration laws, (ii) the existence of any written leases, (iii) the remaining term of any tenancy, (iv) the amount of monthly rent, and (v) whether the tenant(s) are current in payment of rent. In addition, Seller does not hold any security deposits for any tenant(s) and shall not transfer any security deposits to Purchaser, and after closing Purchaser shall be solely responsible for the return of any security deposits (and interest thereon, if applicable) upon the demand of any tenant(s). Seller does not warrant that the Property will be vacant by the date of closing and shall not be responsible for any eviction expenses incurred by Purchaser before or after closing. Seller does not warrant that the current tenant, if any, will continue to occupy the Property after closing or enter into a new lease agreement with Purchaser. Purchaser agrees to be solely responsible for all matters relating to occupancy of the Property after closing.

7. **DELIVERY OF POSSESSION:** Seller shall deliver possession of Property to Purchaser at closing and funding of sale, or upon successful completion of closing and settlement in accordance with local practice and custom. Purchaser may not occupy the Property prior to closing and funding. In the event Purchaser alters the Property or occupies the Property or permits it to be occupied by any other person prior to closing, then Purchaser shall be in default of the Contract of Sale and Seller may terminate the Contract of Sale and Purchaser shall be liable to Seller for damages caused by such alteration or occupation of the Property prior to closing. Purchaser's deposit and rights to any improvements to the Property shall be forfeited to Seller and Purchaser hereby waives any and all claims for damages or compensation for improvements made by Purchaser to the Property including but not

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limited to any claims based on unjust enrichment. The remedies available to Seller described in this paragraph shall not be limited by the remedies described in paragraph 19 of this Addendum.

8. CONDITION OF PROPERTY:

a. PURCHASER UNDERSTANDS THAT SELLER OBTAINED THE PROPERTY BY FORECLOSURE, DEED IN LIEU OF FORECLOSURE, FORFEITURE OR SIMILAR PROCESS AND CONSEQUENTLY, SELLER HAS LITTLE OR NO DIRECT KNOWLEDGE REGARDING THE CONDITION OF THE PROPERTY.

Purchaser accepts the Property in "AS IS" condition at the date of the Contract of Sale, including, without limitation, any defects or environmental conditions affecting the Property, known or unknown. To the extent Seller makes any repairs or upgrades to the condition of the Property, Purchaser accepts such items in "AS IS" condition at the date of closing.

PURCHASER ACKNOWLEDGES THAT NEITHER SELLER NOR ITS AGENTS HAVE MADE ANY WARRANTIES, IMPLIED OR EXPRESSED, RELATING TO THE CONDITION OF THE PROPERTY. Seller and its agents shall not be responsible for the repair, replacement or modification of any deficiencies, malfunctions or mechanical defects in the material, workmanship and mechanical components of the appurtenant structures and improvements prior or subsequent to closing. Seller makes no representation or warranty as to whether the Property is connected to or served by a public sewer, a water supply or legal ingress/egress access. In the event that the Contract of Sale contains a statement or representation to the effect that the Property is connected to or served by a public sewer, water supply or ingress/egress access, notwithstanding such statement or representation the Purchaser acknowledges and agrees that such statement or representation is specifically waived, disclaimed, and rendered null and void. Items of personal property are not included in this sale. Seller makes no representation or warranty as to the condition of personal property, title to personal property or whether any personal property is encumbered by liens. Purchaser agrees that Seller shall have no liability for any claim or losses Purchaser or Purchaser's successors and/or assigns may incur as a result of any condition or other defect which may now or hereafter exist with respect to the Property.

b. Purchaser understands and acknowledges that neither Seller nor its agents and contractors are expert in the detection or remediation of mold, mildew, fungus, high-sulfur content building materials, such as drywall, illegal or industrial chemicals and substances and associated environmental conditions or related adverse health effects. Purchaser is encouraged, in conjunction with Purchaser's rights to inspect the Property in Section 9 of this Addendum, to inspect the Property for mold, mildew, fungus, high-sulfur content building materials, illegal or industrial chemicals and substances and associated environmental conditions, including water leaks from plumbing and sewage pipes and fixtures, and moisture penetration in floors, walls, ceilings; corrosion or deterioration of air handling equipment, electrical wiring, and other metal components; and structural components of the Property. Purchaser understands and acknowledges that, in its efforts to put the Property in marketable condition, Seller may have hired or may hire contractors to make repairs and improve the appearance of the Property by, among other things, painting walls, replacing floor coverings, and cleaning interior and exterior surfaces. Purchaser agrees that neither Seller nor its agents shall be liable for any claims or losses that Purchaser, Purchaser's family members, Purchaser's successors and/or assigns, or persons occupying the Property as guests, tenants or licensees of Purchaser may incur as a result of the discovery, after the delivery of possession of the Property to Purchaser, of mold, mildew, fungus, high-sulfur content building materials or associated environmental conditions regardless of whether those conditions existed prior to the delivery of possession or developed thereafter.

c. Purchaser understands and agrees that the Property may contain local or state building code violations as well as violations of condominium association, homeowners association or other community association rules, restrictions, covenants and bylaws that may or may not have resulted in fines or assessments. Seller disclaims knowledge or liability for any such violations, fines or assessments and Purchaser agrees to accept the Property with all such violations, fines or assessments except to the extent that such violations, fines or assessments would conflict with Seller's obligations regarding title under paragraph 2.

9. INSPECTIONS AND DUE DILIGENCE RIGHT; CONTRACT CANCELLATION RIGHTS: Seller authorizes Purchaser, at Purchaser's expense, _____ (Purchaser's Initials) to make a complete inspection of the Property and conduct all desired, non-destructive tests, surveys, appraisals, investigations, examinations and inspections of the Property and title to the Property as Purchaser deems appropriate within ten (10) calendar days from the final execution date (Seller's acceptance date) of the Contract of Sale. Purchaser may obtain an appraisal or survey of the Property, order a search of title documents, homeowner's or condominium association

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records and other governmental and non-governmental records related to the Property, and conduct due diligence as to the insurability of the Property and types and amounts of insurance required or desired for the Property (e.g., flood, hazard, title, etc.). Purchaser should obtain all inspections and conduct all due diligence necessary to fully inform Purchaser if the Property is in a physical and legal condition materially different than when Purchaser made the offer to purchase the Property by executing the Contract of Sale.

_____(Purchaser's Initials) Purchaser acknowledges that it is Purchaser's sole responsibility to obtain inspection reports by qualified professionals with respect to the physical and legal status of the Property, to determine the presence of any environmental conditions affecting the Property and/or any toxic or hazardous substances on the Property which would make it uninhabitable or dangerous to the health of the occupants, or other factors regarding the Property about which Purchaser may be concerned. Purchaser shall provide Seller with reasonable notice of any inspections. In the event the inspection reveals material deficiencies that were not known to Purchaser at the time the Purchaser signed the Contract of Sale, Purchaser may cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser. To cancel in such event, Purchaser must, **within twelve (12) calendar days from the final execution date of the Contract of Sale**, provide Seller with written notice of cancellation.

PURCHASER'S FAILURE TO FURNISH WRITTEN NOTICE OF CANCELLATION WITHIN THE TWELVE (12) DAY TIME PERIOD SHALL CONCLUSIVELY BE DEEMED PURCHASER'S ELECTION TO ACCEPT THE CONDITION OF THE PROPERTY AND TO PROCEED WITH THE TRANSACTION.

10. COMPLIANCE CERTIFICATES: Any obligation of Seller to obtain a compliance certificate relating to the Property (such as a certification relating to smoke detectors) shall not apply in the event the Property is not in habitable condition, unless otherwise required by law.

11. TERMITES/WOOD DESTROYING INSECTS: Notwithstanding any provision to the contrary in the Contract of Sale, Seller shall not be required to repair or treat any damage caused by termites or other wood destroying insects unless Seller specifically agrees to do so as indicated below.

a. () Seller shall not repair or treat any such damage caused by termites or wood destroying insects.

b. () Seller agrees to limited repairs and/or treatment of damage caused by termites or other wood destroying insects.

THE PARTIES AGREE THAT THE COST TO SELLER FOR SUCH REPAIRS AND/OR TREATMENTS SHALL NOT EXCEED \$ 0.00. If the cost for any such repairs exceeds such amount, then

(i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such termite repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and the deposit paid by Purchaser shall be returned to Purchaser.

12. REPAIRS: Seller's responsibility for any repairs required by Purchaser's prospective lender shall not exceed \$0.00. If the cost for any such repairs exceeds such amount, then (i) Purchaser shall be responsible for the cost and expense of any amounts exceeding such repair limit, or (ii) Seller shall have the right to cancel the Contract of Sale and return the deposit paid by Purchaser. PURCHASER SHALL NOT HAVE THE RIGHT TO MAKE ANY REPAIRS TO THE PROPERTY PRIOR TO CLOSING.

13. INDEMNIFICATION: Purchaser agrees to indemnify Seller and fully protect, defend and hold Seller, its tenants, agents, employees and contractors, harmless from and against any and all claims, costs, liens, loss, damages, attorney's fees and expenses of every kind and nature that may be sustained by or made against Seller or any damage to the Property of any adjoining property, or any injury to Purchaser or any other persons that may result from or arise out of inspections made by Purchaser or its agents, employees and contractors prior to closing.

14. FINANCING AND PAYMENT AT CLOSING: The type of financing shall be as follows (check paragraph (a), (b), or (c) below as applicable):

a. () Purchaser shall apply for HomeSteps Financing from a participating lender in the form of a first mortgage secured by the Property in the amount of \$ _____ which amortizes over a period of _____ years at the prevailing interest rate at time of loan application. Under this financing, Purchaser will not be required to obtain mortgage insurance or obtain a valuation of the Property, such as an appraisal, so long as the sale closes on or before the date specified in Section 4 of this Addendum. The value used by your lender to assess your application for HomeSteps Financing will be the gross sales price listed in the Contract of Sale.

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HomeSteps Financing may not be available in all markets, so please check with your agent and your lender regarding availability before making this selection.

b. () Purchaser shall apply for financing from a third party financial institution in the form of a first mortgage secured by the Property in the amount of \$_____. Purchaser agrees to accept a prevailing rate of interest at the time of closing. Also check one of the following as applicable:

() Conventional, () FHA, ()VA,

() Other: _____.

c. () Purchaser shall not use any third party financing to purchase the Property. Purchaser agrees that it will wire the closing funds from a United States regulated financial institution authorized to engage in banking activities within the United States or provide a cashier's check drawn on a United States regulated financial institution authorized to engage in banking activities within the United States. Funds from any third parties will not be accepted by the Closing Agent nor will hard currency of any kind. If there is an underestimation of the amount necessary to close, the Purchaser may pay the difference using a personal check for no more than \$500.00.

15. APPLICATION FOR FINANCING: If this sale is being financed, Purchaser shall have five (5) business days from the final execution date of the Contract of Sale to make loan application. The Contract of Sale may be canceled by Seller in the event Purchaser is not "prequalified" by a lender within seven (7) business days from the final execution date of the Contract of Sale.

16. NOT CONTINGENT UPON PURCHASER'S SALE OF REAL ESTATE: Notwithstanding any other provision of the Contract of Sale (including, if applicable, any financing contingency), in no event shall this Agreement be contingent upon the ability of the Purchaser to sell or close other real estate owned by Purchaser.

17. CLOSING COSTS/CONCESSIONS:

a. REGARDLESS OF LOCAL CUSTOM, REQUIREMENTS OR PRACTICE, AND NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONTRACT OF SALE OR ANY OTHER ADDENDA, SELLER WILL NOT PAY ANY FEES, COSTS OR EXPENSES NOT EXPRESSLY PROVIDED FOR IN THIS ADDENDUM.

b. Purchaser shall pay all of a purchaser's customary closing costs (which shall include lender charges, survey and any FHA/VA non-allowables), except for Seller's contribution toward such closing costs. The amount to be contributed by Seller toward closing costs shall not exceed \$0.00_____. Seller's contribution may be applied to any or all of the following actual expenses: FHA or VA non-allowables, non-recurring closing costs, discount points, loan origination fees, other customary and reasonable lender fees and pre-paid expenses, survey, and appraisal. In the event the total of closing costs are less than the amount of Seller's contribution toward closing costs, then Seller's contribution shall be limited to the total of such actual closing costs. In any event, Seller will not be obligated to make a contribution toward any closing costs if Purchaser does not pursue and obtain the financing specified in Section 14 of this Addendum.

c. The parties agree to the following with respect to the selection of a Closing Agent and title insurance agent:

1. Seller hereby notifies Purchaser that Purchaser has the right to make an independent selection of the Closing Agent and title insurance agent used in connection with the sale of the Property.

2. If Purchaser agrees to use the Closing Agent recommended by Seller, then Seller agrees to pay for an owner's policy of title insurance from a title insurance agent of Seller's choosing. Seller will not be obligated to pay any portion of the cost of an owner's policy of title insurance if the Purchaser does not select the Closing Agent recommended by Seller or if prohibited by applicable local, state, or federal law.

3. Purchaser acknowledges that Purchaser is not required by Seller to purchase either an owner's or lender's policy of title insurance. However, the lender, if any, from which Purchaser obtains a mortgage may impose a requirement to purchase a lender's policy of title insurance upon Purchaser. Purchaser agrees it will contact its lender, if any, for more information if Purchaser has any questions regarding the obligation to purchase a lender's policy of title insurance.

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4. Purchaser acknowledges the notice and information provided in this section 17.c,3, and makes the following selection (Purchaser must choose one):

Selection of a Closing Agent not recommended by Seller. Purchaser selects the following company to act as Closing Agent: _____ . The Purchaser will be responsible for payment of the owner's policy of title insurance, if any.

Selection of a company recommended by Seller. Purchaser selects the following company, which has been recommended by Seller, to be the Closing Agent in connection with Purchaser's purchase of the Property: Title ONE . The Seller will pay for the owner's policy of title insurance. Purchaser shall be responsible to purchase and pay for a lender's policy of title insurance if Purchaser so chooses or is required to purchase one.

18. TRANSFER TAXES/TAX STAMPS: Seller is exempt from payment of state taxes and tax stamps on deeds, mortgages and notes (12 U.S.C 1452(e)) and if payment of such state taxes or stamps is necessary to record the deed or mortgage, the tax will be paid by Purchaser and will not be considered part of closing costs.

19. DEFAULT/REMEDIES: In the event that either party fails or refuses to proceed to settlement for any reason (except for reasons permitted or authorized by the Contract of Sale or this or other addenda), Purchaser and Seller acknowledge and agree that the economic consequences of such action by either party, considered at the time of contract formation, are speculative and uncertain. In such event, Purchaser and Seller agree that the recovery of liquidated damages is a suitable and preferable alternative to remedies that might otherwise be available at law or in equity. Therefore, in the event that Seller fails or refuses to proceed to settlement in violation of the Contract of Sale, Purchaser's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Seller shall promptly tender said sum upon demand from Purchaser. In the event that Purchaser fails or refuses to proceed to settlement in violation of the Contract of Sale, Seller's sole and exclusive remedy shall be the recovery of liquidated damages in the amount of one thousand dollars (\$1,000.00). Purchaser shall promptly tender said sum upon demand from Seller. Purchaser and Seller each agree to accept the specified liquidated damages as full and complete compensation for any and all claims, whether founded upon contract, tort, statute, or otherwise, that may arise in connection with the failure or refusal of the other party to proceed to settlement in violation of the Contract of Sale, and Purchaser and Seller expressly waive and disclaim any and all further claims and remedies including but not limited to injunctive relief, specific performance, the filing of a notice of lis pendens, and claims for monetary compensation including but not limited to benefit-of-the-bargain damages, lost profits, lost rental income, expenses incurred in preparing for settlement, and all other costs, expenses, compensation and damages of whatever nature whether founded upon law or in equity.

20. ASSIGNMENT: Purchaser may not assign this Contract of Sale without the express written consent of Seller. Any attempted assignment by Purchaser shall be void and shall constitute a material breach of the Contract of Sale.

21. PURCHASER'S REPRESENTATIONS: Purchaser represents that:

- a. Purchaser intends does not intend to occupy the Property as Purchaser's primary residence.
- b. Purchaser is is not related by blood or marriage to the previous owner of the Property.
- c. Purchaser is is not currently a HomeSteps Supplier, which includes employees, (as defined in "HomeSteps' Supplier Code of Conduct") approved to perform paid services for HomeSteps or a family member of a HomeSteps Supplier.
- d. FREDDIE MAC EMPLOYEES AND THEIR IMMEDIATE HOUSEHOLD MEMBERS, ARE PROHIBITED FROM PURCHASING HOMESTEPS PROPERTIES. Purchaser or a member of Purchaser's immediate household is is not an employee of Freddie Mac. (An immediate household member means a member of the employee's family who currently resides in the employee's home, a non-resident spouse, and a non-resident minor child or dependent for whom the employee has responsibility.)

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e. If Purchaser is a HomeSteps Supplier, or an employee and/or immediate family member of a HomeSteps Supplier, Purchaser represents that Purchaser has not accessed HomeSteps' information including the Property's valuation and/or analysis, provided ancillary services such as "trash-outs" and maintenance (including but not limited to lawn care or repairs to the Property), or participated in the management of the Property at any time during the entire property management and sale process; and Purchaser represents that Purchaser will not engage in any such activities. Purchaser further represents that Purchaser has disclosed to HomeSteps that it is a Supplier and/or family member of a HomeSteps Supplier, and obtained written consent, which may or may not be provided in HomeSteps' sole discretion, to purchase the Property.

PURCHASER ACKNOWLEDGES THAT SELLER WILL RELY ON THE FOREGOING REPRESENTATIONS, AND ANY MISREPRESENTATION SHALL CONSTITUTE A MATERIAL BREACH OF THE CONTRACT OF SALE

22. ACCEPTANCE OF DEED/MERGER: The acceptance of a deed by Purchaser shall be deemed to be a full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to the provisions of the Contract of Sale. Upon the acceptance of a deed the Contract of Sale shall be deemed to be merged into the deed and the Seller's obligations to Purchaser shall be governed solely by the terms of the deed and shall be a bar against any action by the Purchaser against the Seller for any claim based upon the Contract of Sale.

23. REAL ESTATE COMMISSION: The real estate commission shall be paid to the Broker pursuant to the terms of a separate agreement between Broker and Seller as follows (check either "a" or "b" below):

- a. The real estate commission due the Broker, subject to any existing referral agreement, shall be 5.00% of the contract sale price. **OR**
- b. The real estate commission due the Broker, subject to any existing referral agreement, shall be the minimum flat fee of \$ _____.

The Closing Agent is authorized and directed to pay Broker's fee, subject to any existing referral agreement, from the sale proceeds at closing. No fee shall be paid to Broker unless closing is completed.

24. HOMEOWNERS ASSOCIATION ASSESSMENTS: Seller shall not be responsible for any homeowner's or condominium association assessments that accrued prior to the date Seller acquired the Property.

25. NOTICES: Any notices required to be given hereunder shall be deemed delivered when actually received when delivered by hand or overnight delivery. Such notices shall be deemed delivered five days after mailing when mailed by first class mail, postage prepaid. Notices sent by fax or electronic mail shall be deemed delivered when received with confirmation of successful transmission to the appropriate designated fax number or e-mail address during regular business hours (Monday through Friday from 9:00 am to 5:00 p.m. recipient's local time). Fax transmissions and e-mail received outside regular business hours shall be deemed delivered the next business day. All notices to Seller will be deemed sent or delivered to the Seller when sent or delivered to Seller's Broker. All notices to Purchaser will be deemed sent or delivered to Purchaser when sent or delivered to Purchaser or Purchaser's agent or attorney. All notices or disclosures that may be delivered by Seller may be delivered by Seller's Broker.

26. KEYS: Purchaser acknowledges that the Property may be on a master key system to enable access by Seller and its suppliers. Purchaser acknowledges that Seller recommends that Purchaser re-key the Property after closing.

27. ATTORNEY REVIEW: Purchaser acknowledges that Purchaser has had an opportunity to consult with legal counsel regarding the Contract of Sale and all addenda, including this Addendum. Accordingly, the Parties agree that the terms of the Contract of Sale and this Addendum are not to be construed against any party because that party drafted the document or construed in favor of any party because that party failed to understand the legal effect of the provisions of the Contract of Sale or this Addendum.

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28. **SEVERABILITY:** The invalidity or unenforceability of any provision of this Addendum shall not affect the validity or enforceability of any other provision of this Addendum, all of which shall remain in full force and effect.

29. **ALTERNATIVE DISPUTE RESOLUTION:** In the event that the Contract of Sale to which this Addendum is made a part contains a form of alternative dispute resolution other than through resort to legal action, if that form of alternative dispute resolution seeks to impose a binding method of resolution or settlement then Purchaser and Seller agree that such alternative dispute resolution term shall be of no force or effect, and is hereby revoked.

30. **LEGAL FEES:** In the event that the Contract of Sale to which this Addendum is made a part contains a provision that in the event of recourse to legal action to enforce the Contract of Sale the prevailing party shall be entitled to recover attorney's fees, then Purchaser and Seller agree that such attorney's fees provision shall be of no force or effect, and is hereby revoked. Purchaser and Seller agree that each party shall be responsible for its own attorney's fees in any action to enforce the provisions of the Contract of Sale.

31. **ADDITIONAL CONDITIONS:**

Highest-best. Seller pays levied- pending assessments. 2016 taxes pro-rated. Subject to city obtaining title insurance indicating marketable title. 2016 taxes-utilities prorated. Documents executed by mayor and city clerk for the City.

THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE. IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS WITH THE TERMS OF THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

SELLER:
FEDERAL HOME LOAN MORTGAGE CORPORATION

PURCHASER(S):

BY: _____

BY: _____

TITLE: _____

BY: _____

DATE: _____

DATE: _____

Seller's Initials _____
Buyers' Initials _____

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Asset #: 1145775
Property Address: 1821 EUSTIS ST
LAUDERDALE, MN 55113

PROPERTY CONDITION ADDENDUM AND RELEASE

This Property Condition Addendum and Release (“Addendum”) is made a part of the contract of purchase and sale (“Contract”) dated _____, 20 __, between Federal Home Loan Mortgage Corporation (“Seller”) and _____ City of Lauderdale (“Buyer”) for the property located at: _____ 1821 EUSTIS ST, LAUDERDALE, MN, 55113 _____

(“Property”), and to the extent that any provision of this Addendum conflicts in whole or in part with any provision of the Contract, the provisions of this Addendum shall control.

Buyer acknowledges that Seller, or Seller’s agents, contractors or representatives, have provided Buyer the following reports or other documents (“Reports”) containing information regarding the condition of the Property:

INITIALS	INSPECTION TYPE /DISCLOSURE INFORMATION	DATE	DATE COMMUNICATED TO BUYER
_____	Roof	7/8/15	7/10/15
_____	LEAD BASED PAINT ADDENDUM	7/15/15	7/15/15

INITIALS INSPECTION TYPE /DISCLOSURE INFORMATION

DATE

DATE
COMMUNICATED
TO BUYER

Buyer acknowledges and agrees that the Reports and the disclosures provided herein have been provided for informational purposes to permit Buyer to take such further action as Buyer deems appropriate with respect to inspecting or investigating the condition of the Property. Buyer acknowledges and agrees that Seller, and Seller's agents, contractors or representatives, have not made any representation or warranty concerning: (i) the accuracy of the information contained in the Reports; (ii) the completeness of the information contained in the Reports; (iii) the qualifications or competence of the persons making the Reports; or (iv) that the Seller took any steps to remediate the condition(s) or the sufficiency of any such remediation.

INITIALS

- _____ Mold, mildew or fungus: If this box is checked and/or one or more of the Reports noted herein identify mold, mildew or fungus as a potential condition, Seller discloses and Buyer acknowledges that one or more of the Reports may indicate that one or more species of mold, mildew or microscopic fungi may be, or may have been, present within the dwelling or other structures or improvements located at the Property.
- _____ High-sulfur content building materials (Contaminated Drywall): If this box is checked, and/or one or more of the Reports noted herein identify contaminated drywall as a potential condition, Seller discloses and Buyer acknowledges that contaminated drywall may be, or may have been, present within the dwelling or other structures or improvements located at the Property.
- _____ Illegal or industrial chemicals and substances associated with environmental conditions (Methamphetamines, Asbestos, etc.): If this box is checked, and/or one or more of the Reports noted herein identify illegal or industrial chemicals as a potential condition, Seller discloses and Buyer acknowledges that illegal or industrial chemicals may be, or may have been, present within the dwelling or other structures or improvements located at the Property.
- _____ Other: _____

The condition(s) noted above may pose health/safety risks and by checking the applicable box(s), Buyer represents that he/she/they is/have been informed that the Property may contain the condition(s) listed above. Buyer acknowledges that the Property is being purchased in its "AS IS" condition, and that Buyer has taken into account the potential condition(s) disclosed herein and the contents of the Reports in agreeing to the purchase price for the Property, and the other terms and conditions of the transaction.

In the event Buyer was provided with this Addendum or one or more of the Reports after the final execution date of the Addendum #1 To Contract of Sale (Single-Family Real Estate Disposition) ("Addendum #1"), then Buyer shall be entitled to a further inspection and cancellation period as described in paragraph 9 of Addendum #1. Buyer shall have an additional period of ten (10) calendar days from the date of this Addendum to make the inspection, and shall have an additional period of twelve (12) calendar days from the date of this Addendum to cancel the Contract, and for that limited

purpose the terms of paragraph 9 of Addendum #1 are incorporated herein by reference as if fully set forth in writing except as amended to conform to the intent of this Addendum.
The further inspection and cancellation period shall apply with respect only to the subject matter of the condition specified in this Addendum or the Reports, as applicable, provided to Buyer after the final execution of Addendum #1.

Buyer acknowledges and agrees that the information contained in this Addendum or the Reports shall not be considered in any way to constitute representations by Seller of the condition of the Property or whether the Property is in compliance with any applicable federal, state or local government laws or regulations. Buyer, for him/herself, heirs and assigns, tenants, licensees, and on behalf of any and all of Purchaser's minor children, agrees to fully and forever waive, release, discharge and hold harmless Seller, Seller's agents, representatives, employees and contractors, from any and all claims, causes of action, injuries, illnesses, damages, losses, costs or expenses of any kind, whether based upon contract, tort or statutory liability, sustained or arising directly or indirectly from, or in connection with any known or unknown condition of the Property or, if applicable, Seller's, Seller's agent's, representative's, employee's or contractor's attempted remediation of the condition(s).

SELLER:

BUYER(S):

FEDERAL HOME LOAN
MORTGAGE CORPORATION

By: _____

By: _____

Title: _____

By: _____

Date: _____

Date: _____

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form.
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1. Date _____
2. Page 1 of _____ pages: RECORDS AND
3. REPORTS, IF ANY, ARE ATTACHED HERETO AND
4. MADE A PART HEREOF

5. Property located at 1821 Eustis St
6. City of Lauderdale, County of Ramsey, State of Minnesota.

7. **NOTICE:** Sellers of residential property, with limited exceptions, are obligated to satisfy the requirements of MN Statutes
8. 513.52 through 513.60. To comply with the statute, Seller must provide either a written disclosure to the
9. prospective Buyer (see *Disclosure Statement: Seller's Property Disclosure Statement*) or satisfy one of the
10. following two options. Disclosures made herein, if any, are not a warranty or guarantee of any kind by Seller or
11. licensee(s) representing or assisting any party in this transaction and are not a substitute for any inspections or
12. warranties the party(ies) may wish to obtain.

13. *(Select one option only.)*

14. 1) **QUALIFIED THIRD-PARTY INSPECTION:** Seller shall provide to prospective Buyer a written report that
15. discloses material information relating to the real property that has been prepared by a qualified third party.
16. "Qualified third party" means a federal, state or local governmental agency, or any person whom Seller or
17. prospective Buyer reasonably believes has the expertise necessary to meet the industry standards of practice
18. for the type of inspection or investigation that has been conducted by the third party in order to prepare the
19. written report.

20. **Seller shall disclose to prospective Buyer material facts known by Seller that contradict any information**
21. **that is included in a written report, or material facts known by Seller that are not included in the**
22. **report.**

23. The inspection report was prepared by _____
24. _____
25. and dated _____, 20_____.

26. Seller discloses to Buyer the following material facts known by Seller that contradict any information included
27. in the above referenced inspection report.

28. _____
29. _____
30. _____

31. Seller discloses to Buyer the following material facts known by Seller that are not included in the above
32. referenced inspection report.

33. _____
34. _____
35. _____

36. 2) **WAIVER:** The written disclosure required may be waived if Seller and prospective Buyer agree in writing. Seller
37. and Buyer hereby waive the written disclosure required under MN Statutes 513.52 through 513.60.

38. **NOTE:** If both Seller and prospective Buyer agree, in writing, to waive the written disclosure required under
39. MN Statutes 513.52 through 513.60, Seller is not obligated to disclose ANY material facts of which Seller
40. is aware that could adversely and significantly affect the Buyer's use or enjoyment of the property or any
41. intended use of the property, other than those disclosure requirements created by any other law. Seller is
42. not obligated to update Buyer on any changes made to material facts of which Seller is aware that could
43. adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of the
44. property that occur, other than those disclosure requirements created by any other law.

45. **Waiver of the disclosure required under MN Statutes 513.52 through 513.60 does not waive, limit or**
46. **abridge any obligation for Seller disclosure created by any other law.**

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

47. Page 2

48. Property located at 1821 Eustis St., Lauderdale, MN 55113

49. **OTHER REQUIRED DISCLOSURES:**

50. **NOTE:** In addition to electing one of the above alternatives to the material fact disclosure, Minnesota law also
51. requires sellers to provide other disclosures to prospective buyers, such as those disclosures listed below.
52. Additionally, there may be other required disclosures by federal, state, local or other governmental entities
53. that are not listed below.

54. **A. SUBSURFACE SEWAGE TREATMENT SYSTEM DISCLOSURE:** (A subsurface sewage treatment system
55. disclosure is required by MN Statute 115.55.) *(Check appropriate box.)*

56. Seller certifies that Seller DOES DOES NOT know of a subsurface sewage treatment system on or serving
57. the above-described real property. (If answer is **DOES**, and the system does not require a state permit, see
58. *Disclosure Statement: Subsurface Sewage Treatment System.*)

59. There is a subsurface sewage treatment system on or serving the above-described real property.
60. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

61. There is an abandoned subsurface sewage treatment system on the above-described real property.
62. *(See Disclosure Statement: Subsurface Sewage Treatment System.)*

63. **B. PRIVATE WELL DISCLOSURE:** (A well disclosure and Certificate are required by MN Statute 103I.235.)
64. *(Check appropriate box.)*

65. Seller certifies that Seller does not know of any wells on the above-described real property.

66. Seller certifies there are one or more wells located on the above-described real property.
67. *(See Disclosure Statement: Well.)*

68. Are there any wells serving the above-described property that are not located on the property? Yes No

69. To your knowledge, is the property in a Special Well Construction Area? Yes No

70. Comments: _____

71. _____

72. _____

73. **C. VALUATION EXCLUSION DISCLOSURE:** (Required by MN Statute 273.11, Subd. 16)

74. There IS IS NOT an exclusion from market value for home improvements on this property. Any valuation
75. exclusion shall terminate upon sale of the property, and the property's estimated market value for property tax purposes
76. shall increase. If a valuation exclusion exists, Buyers are encouraged to look into the resulting tax
77. consequences.

78. Additional comments: _____

79. _____

80. _____

81. **D. METHAMPHETAMINE PRODUCTION DISCLOSURE:**

82. (A methamphetamine production disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

83. Seller is not aware of any methamphetamine production that has occurred on the property.

84. Seller is aware that methamphetamine production has occurred on the property.

85. *(See Disclosure Statement: Methamphetamine Production.)*

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

86. Page 3

87. Property located at 1821 Eustis St., Lauderdale, MN 55113

88. **E. RADON DISCLOSURE:**

89. (The following Seller disclosure satisfies MN Statute 144.496.)

90. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL
91. homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having
92. the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily
93. be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

94. Every buyer of any interest in residential real property is notified that the property may present exposure to
95. dangerous levels of indoor radon gas that may place occupants at risk of developing radon-induced lung cancer.
96. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading
97. cause overall. The seller of any interest in residential real property is required to provide the buyer with any
98. information on radon test results of the dwelling.

99. **RADON IN REAL ESTATE:** By signing this Statement, Buyer hereby acknowledges receipt of the Minnesota
100. Department of Health's publication entitled *Radon in Real Estate Transactions*, which can be found at
101. www.health.state.mn.us/divs/eh/indoorair/radon/rnrealestateweb.pdf.

102. A seller who fails to disclose the information required under MN Statute 144.496, and is aware of material facts
103. pertaining to radon concentrations in the property, is liable to the Buyer. A buyer who is injured by a violation of MN
104. Statute 144.496 may bring a civil action and recover damages and receive other equitable relief as determined by
105. the court. Any such action must be commenced within two years after the date on which the buyer closed the
106. purchase or transfer of the real property.

107. **SELLER'S REPRESENTATIONS:** The following are representations made by Seller to the extent of Seller's actual
108. knowledge.

109. (a) Radon test(s) HAVE HAVE NOT occurred on the property.
-----(Check one.)-----

110. (b) Describe any known radon concentrations, mitigation, or remediation. **NOTE:** Seller shall attach the most
111. current records and reports pertaining to radon concentration within the dwelling:

112. _____
113. _____
114. _____

115. (c) There IS IS NOT a radon mitigation system currently installed on the property.
-----(Check one.)-----

116. If "IS," Seller shall disclose, if known, information regarding the radon mitigation system, including system
117. description and documentation.

118. _____
119. _____
120. _____

121. **F. NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The property may be in or near an airport safety zone
122. with zoning regulations adopted by the governing body that may affect the property. Such zoning regulations are
123. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
124. zoning regulations affect the property, you should contact the county recorder where the zoned area is located.

125. **G. NOTICE REGARDING CARBON MONOXIDE DETECTORS:**

126. MN Statute 299F.51 requires Carbon Monoxide Detectors to be located within ten (10) feet from all sleeping
127. rooms. Carbon Monoxide Detectors may or may not be personal property and may or may not be included in the
128. sale of the home.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

129. Page 4

130. Property located at 1821 Eustis St., Lauderdale, MN 55113

131. **H. WATER INTRUSION AND MOLD GROWTH:** Recent studies have shown that various forms of water intrusion
132. affect many homes. Water intrusion may occur from exterior moisture entering the home and/or interior moisture
133. leaving the home.

134. Examples of exterior moisture sources may be

- 135. • improper flashing around windows and doors,
- 136. • improper grading,
- 137. • flooding,
- 138. • roof leaks.

139. Examples of interior moisture sources may be

- 140. • plumbing leaks,
- 141. • condensation (caused by indoor humidity that is too high or surfaces that are too cold),
- 142. • overflow from tubs, sinks or toilets,
- 143. • firewood stored indoors,
- 144. • humidifier use,
- 145. • inadequate venting of kitchen and bath humidity,
- 146. • improper venting of clothes dryer exhaust outdoors (including electrical dryers),
- 147. • line-drying laundry indoors,
- 148. • houseplants—watering them can generate large amounts of moisture.

149. In addition to the possible structural damage water intrusion may do to the property, water intrusion may also result
150. in the growth of mold, mildew and other fungi. Mold growth may also cause structural damage to the property.
151. Therefore, it is very important to detect and remediate water intrusion problems.

152. Fungi are present everywhere in our environment, both indoors and outdoors. Many molds are beneficial to humans.
153. However, molds have the ability to produce mycotoxins that may have a potential to cause serious health problems,
154. particularly in some immunocompromised individuals and people who have asthma or allergies to mold.

155. To complicate matters, mold growth is often difficult to detect, as it frequently grows within the wall structure. If you
156. have a concern about water intrusion or the resulting mold/mildew/fungi growth, you may want to consider having
157. the property inspected for moisture problems before entering into a purchase agreement or as a condition of your
158. purchase agreement. Such an analysis is particularly advisable if you observe staining or any musty odors on the
159. property.

160. For additional information about water intrusion, indoor air quality, moisture or mold issues, please view the
161. Minnesota Association of REALTORS® Desktop Reference Guide at www.mnrealtor.com.

162. **I. NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory
163. offender registry and persons registered with the predatory offender registry under MN Statute 243.166
164. may be obtained by contacting the local law enforcement offices in the community where the property is
165. located or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections
166. web site at www.corr.state.mn.us.

**DISCLOSURE STATEMENT:
SELLER'S DISCLOSURE ALTERNATIVES**

167. Page 5

168. Property located at 1821 Eustis St., Lauderdale, MN 55113

169. **J. SELLER'S STATEMENT:**

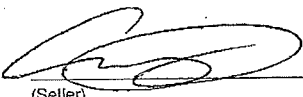
170. *(To be signed at time of listing.)*

171. Seller(s) hereby authorizes any licensee(s) representing or assisting any party(ies) in this transaction to provide
172. a copy of this Disclosure Statement to any person or entity in connection with any actual or anticipated sale of the
173. property. A seller may provide this Disclosure Statement to a real estate licensee representing or assisting a
174. prospective buyer. The Disclosure Statement provided to the real estate licensee representing or assisting a
175. prospective buyer is considered to have been provided to the prospective buyer. If this Disclosure Statement is
176. provided to the real estate licensee representing or assisting the prospective buyer, the real estate licensee must
177. provide a copy to the prospective buyer.

178. **QUALIFIED THIRD-PARTY INSPECTION:** If Seller has made a disclosure under the Qualified Third-Party
179. Inspection, Seller is obligated to disclose to Buyer in writing of any new or changed facts of which Seller is aware
180. that could adversely and significantly affect the Buyer's use or enjoyment of the property or any intended use of
181. the property that occur up to the time of closing. To disclose new or changed facts, please use the *Amendment to*
182. *Disclosure Statement* form.

183. **WAIVER:** If Seller and Buyer agree to waive the seller disclosure requirement, Seller is NOT obligated to disclose
184. and will NOT disclose any new or changed information regarding facts.

185. **OTHER REQUIRED DISCLOSURES (Sections A-E):** Whether Seller has elected a Qualified-Third Party Inspection
186. or Waiver, Seller is obligated to notify Buyer, in writing, of any new or changed facts regarding Other Required
187. Disclosures up to the time of closing. To disclose new or changed facts, please use the *Amendment to Seller's*
188. *Disclosure* form.

189.  _____ (Date) _____ (Date) _____ (Date)

190. **K. BUYER'S ACKNOWLEDGEMENT:**

191. *(To be signed at time of purchase agreement.)*

192. I/We, the Buyer(s) of the property, acknowledge receipt of this *Seller's Disclosure Alternatives* form and agree to
193. the seller's disclosure option selected in this form. I/We further agree that no representations regarding facts have
194. been made, other than those made in this form.

195. _____ (Date) _____ (Date) _____ (Date)

196. **LISTING BROKER AND LICENSEES MAKE NO REPRESENTATIONS HEREIN AND ARE**
197. **NOT RESPONSIBLE FOR ANY CONDITIONS EXISTING ON THE PROPERTY.**

MN:DS:SDA-5 (8/14)

Radon in Real Estate Transactions



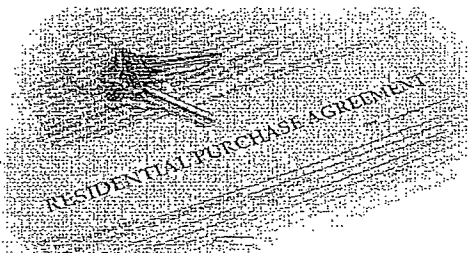
All Minnesota homes can have dangerous levels of **radon gas** in them. Radon is a colorless, odorless and tasteless **radioactive gas** that can seep into homes from the earth. When inhaled, its radioactive particles can damage the cells that line the lungs. Long-term exposure to radon can lead to **lung cancer**. About 21,000 lung cancer deaths each year in the United States are caused by radon, making it a serious health concern for all Minnesotans.

It does not matter if the home is old or new and the only way to know how much radon gas has entered the home is to conduct a radon test. MDH estimates **2 in 5 homes built before 2010** and **1 in 5 homes built since 2010** exceed the 4.0 pCi/L action level.



In Minnesota, buyers and sellers in a real estate transaction are free to negotiate radon testing and reduction. Ultimately, it is up to the buyer to decide an acceptable level of radon risk in the home. Prospective buyers should keep in mind that it is inexpensive and easy to measure radon, and radon levels can be lowered at a reasonable cost. The MDH Radon Program website provides more detailed information on radon, including the MDH brochure "Keeping Your Home Safe from Radon."

The Minnesota Radon Awareness Act does not require radon testing or mitigation. However, many relocation companies and lending institutions, as well as home buyers, require a radon test when purchasing a house. The purpose of this publication is to educate and inform potential home buyers of the risks of radon exposure, and how to test for and reduce radon as part of real estate transactions.



Disclosure Requirements

Effective January 1, 2014, the Minnesota Radon Awareness Act requires specific disclosure and education be provided to potential home buyers during residential real estate transactions in Minnesota. This publication is being provided by the seller in order to meet a requirement of the Act. In addition, **before signing a purchase agreement to sell or transfer residential real property**, the seller shall disclose in writing to the buyer any knowledge the seller has of radon concentrations in the dwelling.

The disclosure shall include:

1. whether a radon test or tests have occurred on the property;
2. the most current records and reports pertaining to radon concentrations within the dwelling;
3. a description of any radon concentrations, mitigation, or remediation;
4. information regarding the radon mitigation system, including system description and documentation, if such system has been installed in the dwelling; and
5. a radon warning statement

Radon Warning Statement

"The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchase or taking occupancy, and recommends having the radon levels mitigated if elevated radon concentrations are found. Elevated radon concentrations can easily be reduced by a qualified, certified, or licensed, if applicable, radon mitigator.

Every buyer of any interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in nonsmokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling."

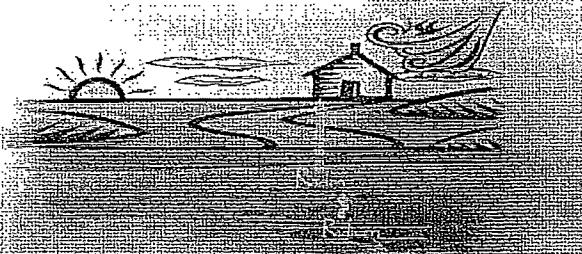
Radon Facts

How dangerous is radon?

Radon is the **number one cause of lung cancer in non-smokers** and the second leading cause of lung cancer overall, next to tobacco smoking. Thankfully, much of this risk can be prevented through testing and taking action to reduce high levels of radon gas when and where they are found. Your risk for lung cancer increases with higher levels of radon gas, prolonged exposure and whether or not you are a smoker.

Where is your greatest exposure to radon?

Radon is present everywhere, and there is no known safe level. Your greatest exposure is where it can concentrate indoors and where you spend most of your time. For most Minnesotans, this is at home. Whether a home is old or new, well-sealed or drafty, with or without a basement, **any home can have high levels of radon.**



Where does Radon come from?

Radon comes from the soil. It is produced by the natural decay of uranium and radium commonly found in nearly all soils in Minnesota. As a gas, radon moves freely through the soil and eventually into the air you breathe. Our homes tend to draw soil gases, including radon, into the structure.

I have a new home, aren't radon levels reduced already?

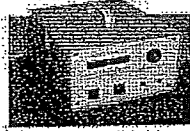
Homes built in Minnesota since June 2009 are required to contain construction features that may limit radon entry. These features are known as passive Radon Resistant New Construction (RRNC). While these passive RRNC features may lower the amount of radon in newer homes, it does not guarantee low levels. It is recommended all new homes be tested for radon, and if elevated levels are found, these passive RRNC features can be easily and inexpensively activated with the addition of a radon fan in the attic. If you are buying a new home, ask if the home has any RRNC features and if the home has been tested.

What is the recommended action based on my results?

If the average radon in the home is at or above 4.0 pCi/L, the **house should be fixed**. Consider fixing the home if radon levels are between 2 pCi/L and 3.9 pCi/L. While it isn't possible to reduce radon to zero, the best approach is to reduce the radon levels to as low as reasonably achievable. Any amount of radon, even below the recommended action level, carries some risk.

How are radon tests conducted in real estate transactions?

Because of the unique nature of real estate transactions, involving multiple parties and financial interests, there are special protocols for radon testing.

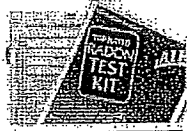


Continuous Radon Monitor (CRM)

Fastest

Test is completed by a certified contractor with a calibrated CRM for a minimum of 48 hours.

Test report is analyzed to ensure that it is a valid test.



Simultaneous Short-term Testing

Second fastest

Two short-term test kits are used at the same time, placed 6-12 inches apart, for a minimum of 48 hours.

Test kits are sent to the lab for analysis.

The two test results are averaged to get the radon level.



Sequential Short-Term Testing

Slowest

One short-term test is performed for a minimum of 48 hours.

Test kit is sent to lab for analysis.

Another short-term kit is used in the same place as the first, started right after the first test is taken down. Test is performed for a minimum of 48 hours.

Test kit is sent to the lab for analysis.

The two test results are averaged to get the radon level.

Radon Testing

House conditions when testing

Be aware that any test lasting less than three months requires closed-house conditions.

Closed-house Conditions: Mean keeping all windows and doors closed, except for normal entry and exit.

Before Testing: Begin closed-house conditions at least 12 hours before the start of the radon test.

During Testing: Maintain closed-house conditions during the entire duration of the short term test. Operate home heating or cooling systems normally during the test.

Where the test should be conducted

Any radon test conducted for a real estate transaction needs to be placed in the lowest livable area of the home suitable for occupancy. In Minnesota, this is typically in the basement, whether it is finished or unfinished.

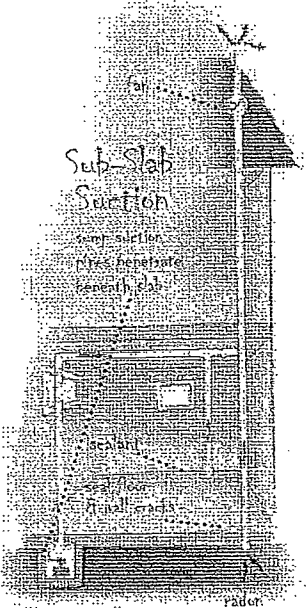
The test kit should be placed:

- two to six feet above the floor
- at least three feet from exterior walls
- four inches away from other objects
- in a location where it won't be disturbed
- not in enclosed areas
- not in areas of high heat or humidity

If the house has multiple foundation types, it is recommended that each of these be tested. For instance, if the house has one or more of the following foundation types—basement, crawl space, slab-on-grade—a test should be performed in the basement and in at least one room over the crawlspace and one room with a slab-on-grade area.

Who should conduct radon testing in real estate transactions?

All radon tests should be conducted in accordance with national radon measurement protocols, by a certified and MDH-listed professional. This ensures the test was conducted properly, in the correct location, and under appropriate building conditions. A list of these radon measurement professionals can be found at MDH's Radon web site. A seller may have previously conducted testing in a property. If the test result is at or above the action level, the home should be mitigated.



Radon Mitigation

Lowering radon in existing homes – Radon Mitigation

When elevated levels of radon are found, they should be mitigated. Elevated radon concentrations can be easily reduced by a nationally certified and MDH-listed radon mitigation professional. A list of these radon mitigation professionals can be found at MDH's Radon web site.

Radon mitigation is the process or system used to reduce radon concentrations in the breathing zones of occupied buildings. The goal of a radon mitigation system is to reduce the indoor radon levels to below the EPA action level of 4.0 pCi/L. A quality radon reduction (mitigation) system is often able to reduce the annual average radon level to below 2.0 pCi/L.

Active sub-slab suction (also called sub-slab depressurization, or SSD) is the most common and usually the most reliable type of system because it draws radon-filled air from beneath the house and vents it outside. There are standards of practice that need to be followed for the installation of these systems. More information on radon mitigation can be found at the MDH Radon website.

After a radon reduction system is installed

Perform an independent short-term test to ensure that the reduction system is effective. Make sure the radon system is operating during the entire test. Once a confirmatory radon test shows low levels of radon in the home, be sure to retest the house every two years to confirm continued radon reduction.

Contact the MDH Radon Program if you are uncertain about anything regarding radon testing or mitigation.

The MDH Radon Program can provide:

- Information about radon health effects, radon testing and radon mitigation;
- Names of trained, certified and MDH-listed radon professionals;

MDH Radon Program

625 Robert St N
P.O. Box 64975

St. Paul, MN 55164-0975

(651) 201-4601

1(800) 798-9050



Email: health.indoorair@state.mn.us

Web: www.health.state.mn.us/radon

Instant
forms

10/2013 IG# 141-3722



HomeSteps Asset # 1145775

ADDENDUM TO CONTRACT OF SALE
Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards
Risk Assessment or Inspection Contingency

This Addendum is to be made a part of the agreement (Contract of Sale) dated _____, 20____
between Federal Home Loan Mortgage Corporation (Seller) and _____

(Purchaser), for the property located at 1821 Eustis St., Lauderdale, MN 55113
IN THE EVENT ANY PROVISION OF THIS ADDENDUM CONFLICTS IN WHOLE OR IN PART WITH THE TERMS OF
THE CONTRACT OF SALE, THE PROVISIONS OF THIS ADDENDUM SHALL CONTROL.

1. Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

2. Seller's Disclosure The seller discloses the following (*check applicable boxes*):

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
 (i) Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

CF X (ii) Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the Seller (*check (i) or (ii) below*):

(i) Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

CP X (ii) Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

3. Purchaser's Acknowledgement. Purchaser acknowledges the following -- Purchaser must initial all three spaces:

_____ Purchaser has received copies of all information listed above.

_____ Purchaser has received the pamphlet *Protect Your Family from Lead In Your Home*.

_____ Purchaser has (check (i) or (ii) below):

(i) Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead based paint hazards, as stated in Section 5 on the following page;

or
 (ii) Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

4. Agent has informed the Seller of the Seller's obligations under 42.U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.
Agent's Acknowledgement (initial): JK Listing Broker

5. **Risk Assessment or Inspection Contingency**
The Contract of Sale is contingent upon a risk assessment or inspection by the Purchaser of the property for the presence of lead-based paint and/or lead-based paint hazards at the Purchaser's expense until 9:00p.m. on the tenth (10th) calendar day after the date of the Contract Sale. (Intact lead-based paint that is in good condition is not necessarily a hazard. See the EPA pamphlet *Protect Your Family From Lead in Your Home* for more information). The Purchaser is not obligated under the Contract of Sale to purchase the property until the above 10-day deadline has expired.

THIS CONTINGENCY WILL TERMINATE AT THE ABOVE 10-DAY DEADLINE UNLESS THE PURCHASER (OR PURCHASER'S AGENT) DELIVERS TO THE SELLER (OR SELLER'S AGENT) A WRITTEN CONTRACT ADDENDUM LISTING THE SPECIFIC EXISTING DEFICIENCIES AND CORRECTIONS NEEDED, TOGETHER WITH A COPY OF THE INSPECTION AND/OR RISK ASSESSMENT REPORT. The Seller may, at the Seller's option, within five (5) calendar days after delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not notify the Purchaser of the Seller's election to correct the condition within such 5-day period, the Seller is deemed to have elected to not correct the condition. If the Seller does not elect to make the corrections, or if the Seller makes a counter-offer, the Purchaser shall have three (3) calendar days to respond to the counter-offer or remove this contingency and take the property in "as is" condition or this Contract of Sale shall become void. The Purchaser may remove this contingency at any time without cause.

6. **Certification of Accuracy**
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.
THE UNDERSIGNED APPROVE AND ACCEPT THIS ADDENDUM AND ACKNOWLEDGE THIS ADDENDUM TO BE A PART OF THE CONTRACT OF SALE.

OWNER (S):

Green River Capital, by Power of Attorney for
Federal Home Loan Mortgage Corporation

BY: [Signature]
Casey Forbush, Sales Specialist

DATE: 7/15/15

PURCHASER (s): Sign legal name as shown on contract:

BY: _____

PRINT NAME: _____

DATE: _____

BY: _____

PRINT NAME: _____

DATE: _____

(Both Real Estate Agents must sign)
LISTING REAL ESTATE AGENT:

BY: [Signature]

SELLING REAL ESTATE AGENT

BY: _____

DATE: _____

DATE: _____



Lead-Based Paint Addendum Compliance Checklist

This checklist must be filled out and attached with each Lead-Base Paint Addendum to ensure all requirements of the form are completed and sent to the Closing Agent to avoid any closing delays:

- Signed form provided by HomeSteps Sales Specialist at time of asset listing; if you don't receive it, please ask for it – no other form will be accepted
- Lead-Based addendum form has not been altered
- Complete legal name of Seller and Purchaser as indicated on the Contract of Sale
- Property Address, City, State and Zip code on form
- Section 2 - Seller Disclosure
 - Initialed by HomeSteps Sales Specialist in section A and section B
 - Appropriate check boxes selected concerning lead-based paint disclosure
- Section 3 - Purchaser's Acknowledgement
 - Purchaser has acknowledged and initialed all 3 line items
 - Purchaser has acknowledged and checked third paragraph concerning risk assessment or inspection
- Section 4 - Real Estate Agent's Acknowledgment
 - Real Estate Listing agent has initial agent's acknowledgement
- Section 5 – Risk Assessment or Inspection Contingency
 - Read thoroughly -- Freddie Mac clause
- Section 6 Certification of Accuracy
 - HomeSteps- Sales Specialist signature
 - HomeSteps - Sales Specialist Date provided
 - All purchasers on real estate contract have signed addendum
 - Purchasers signed legal name as shown on contract
 - Complete printed name Section for Purchasers on addendum
 - Purchasers have dated addendum
 - Listing agent signed and dated addendum
- Addendum is complete and legible
- Both pages of addendum have been sent to Closing Agent
- Kept a copy for my property file

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date January 26, 2016

ITEM NUMBER Interfund Loan Resolution

STAFF INITIAL 

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council has discussed acquiring other substandard properties. Should this happen, it may be advantageous to create a scattered site tax increment financing (TIF) district so that the City can recoup additional costs from these housing redevelopment projects. To keep this as a possibility, the Council must adopt the following resolution in advance of funds being transferred, advanced, or spent. The resolution also authorizes staff to create the 415 Housing Redevelopment Fund and transfer up to \$120,000 from the 414 Development Fund to cover costs associated with acquiring 1821 Eustis Street. Acquisition and demo costs are not expected to be that high but there is no penalty to being on the high side.

Motion to adopt Resolution 012616B—Resolution Authorizing an Interfund Loan for Advance of Certain Costs in Connection with Tax Increment Financing District.

CITY OF LAUDERDALE

RESOLUTION NO. 012616B

RESOLUTION AUTHORIZING AN INTERFUND LOAN
FOR ADVANCE OF CERTAIN COSTS IN CONNECTION
WITH TAX INCREMENT FINANCING DISTRICT

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

Section 1. Background.

1.01. The City intends to establish a tax increment financing district (the "TIF District") within a development district (the "Project") for the purpose of redeveloping properties containing structurally substandard single family and two family residential buildings.

1.02. The City is authorized to use tax increment to pay for certain costs, including land/building acquisition, site improvements/preparation, public utilities, other qualifying improvements, interest and administrative costs (collectively, the "Qualified Costs"), which costs may be financed on a temporary basis from City funds available for such purposes.

1.03. Under Minnesota Statutes, Section 469.178, Subd. 7, the City is authorized to advance or loan money from any fund from which such advances may be legally authorized, in order to finance the Qualified Costs.

1.04. The City has proposed to borrow funds from its 414 Development Fund in the amount of up to \$120,000.00 and deposit into the 415 Housing Redevelopment Fund to pay the Qualified Costs (the "Interfund Loan"). As the City receives tax increment revenues from the proposed TIF District or other revenues derived from the Project, it will repay the Interfund Loan.

Section 2. Terms of Interfund Loan.

2.01. The City shall advance up to \$120,000.00 from the 414 Development Fund to the 415 Housing Redevelopment Fund to be used in accordance with the terms herein. The City shall reimburse itself for such advances together with interest at the rate stated below. Interest accrues on the principal amount from the date of each advance. The maximum rate of interest permitted to be charged is limited to the greater of the rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 as of the date the loan or advance is authorized, unless the written agreement states that the maximum interest rate will fluctuate as the interest rates specified under Minnesota Statutes, Section 270C.40 or Section 549.09 are from time to time adjusted. The interest rate shall be 4% and will not fluctuate.

2.02. Principal and interest ("Payments") on the Interfund Loan shall be paid semi-annually on each February 1 and August 1 (each a "Payment Date"), commencing on the first Payment Date on which the City has Available Tax Increment (defined below), or on any other dates determined by the City Administrator, through the date of last receipt of tax increment from the TIF District.

2.03. Payments on this Interfund Loan are payable solely from "Available Tax Increment," which shall mean, on each Payment Date, tax increment available after other obligations have been paid, or as determined by the City Administrator, generated in the preceding six (6) months with respect to the property

within the TIF District and remitted to the City by Ramsey County, all in accordance with Minnesota Statutes, Sections 469.174 to 469.1794, all inclusive, as amended. Payments on the Interfund Loan may be subordinated to any outstanding or future bonds, notes or contracts secured in whole or in part with Available Tax Increment, and are on parity with any other outstanding or future interfund loans secured in whole or in part with Available Tax Increment.

2.04. The principal sum and all accrued interest payable under this Interfund Loan are pre-payable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Interfund Loan.

2.05. This Interfund Loan is evidence of an internal borrowing by the City in accordance with Minnesota Statutes, Section 469.178, Subd. 7, and is a limited obligation payable solely from Available Tax Increment pledged to the payment hereof under this resolution. This Interfund Loan and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Interfund Loan or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the State of Minnesota or any political subdivision thereof is pledged to the payment of the principal of or interest on this Interfund Loan or other costs incident hereto. The City shall have no obligation to pay any principal amount of the Interfund Loan or accrued interest thereon, which may remain unpaid after the final Payment Date.

2.06. The City may amend the terms of this Interfund Loan at any time by resolution of the City Council, including a determination to forgive all or a portion of the outstanding principal amount and accrued interest to the extent permissible under law.

2.07. City staff and officials are hereby authorized and directed to execute any collateral documents and take any other actions necessary to carry out the intent of this resolution.

Section 3. Effective Date. This resolution is effective upon the date of its approval.

Approved by the Lauderdale City Council on January 26, 2016.

By: _____
Mayor

Attest:

City Administrator-Clerk

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date January 26, 2016
ITEM NUMBER Mutual Aid Agreement
STAFF INITIAL AB
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Fire departments within Ramsey County have been preparing a new mutual aid agreement which you will find attached to this document. The new CAD system implemented by Ramsey County has increased functionality that departments are trying to capitalize on. The new system knows where emergency vehicles are located and can determine when a neighboring fire department's equipment might be closer than that of the home city's rigs. This agreement would allow the 911 call center to automatically dispatch the closest emergency response unit, along with the home city unit, in the event of a bonafide fire (not complaints about fire pits and grills) and medical emergencies. Falcon Heights plans to sign the agreement, which means it would also apply to Lauderdale.

There really isn't a downside to the agreement for us. Falcon Heights is going to participate in the agreement and then monitor whether it impacts the fire department's bottom line. Staff just wanted the Council to be aware of this new agreement and see if you had any questions or concerns.

STAFF RECOMMENDATION:

**MUTUAL AID AGREEMENT TO PROVIDE FOR THE
AUTOMATIC DISPATCH OF THE CLOSEST EMERGENCY
RESPONSE UNIT REGARDLESS OF JURISDICTIONAL BOUNDARIES**

This Mutual Aid Agreement (“Agreement”) is made and entered into this ___ day of _____, 2016 by and among Cities of Saint Paul, Roseville, Little Canada, Maplewood, Falcon Heights, North Saint Paul, Lauderdale, White Bear Lake, New Brighton, and the Lake Johanna Fire Department Inc. (collectively the “Cities” or “Parties” and individually the “City” or the “Party”).

RECITALS

- A. The Cities/Parties desire to enter into this Agreement to authorize their respective fire departments to provide, and for the participating Cities/Parties to receive, automatic mutual aid to dispatch the closest equipment and personnel to emergency events to provide assistance in the form of fire, rescue, and related services;
- B. The Cities/Parties are authorized under Minnesota Statutes, section 471.59 to cooperatively exercise their commonly held powers and mutual aid agreements are critical to providing and supporting emergency services;
- C. The Cities/Parties determine that providing for the automatic dispatch of the closest emergency unit as is authorized in this Agreement is in their best interests and they desire to create an opportunity for other cities and towns to participate in this Agreement.

AGREEMENT

In exchange for the mutual promises made herein, the Parties hereby agree as follows:

I. DEFINITION OF TERMS

For the purposes of this Agreement, the terms defined in this section shall have the meanings given them below.

- 1. “Agency” means the fire department, fire station, or fire unit called upon to provide Assistance to an Emergency Event.
- 2. “Assistance” means the provision of fire personnel and equipment in response to an Emergency Event.
- 3. “Dispatcher” means the person at the applicable public safety access point that receives reports of Emergency Events and selects the appropriate Agency to respond to and provide Assistance for the Emergency.
- 4. “Emergency” any request for fire department assistance.

5. "Emergency Events" means any Emergency incident in which an Agency may be called upon by a Dispatcher to provide Assistance within the scope of the Agency's service capabilities as determined by the respective member Cities and communicated in writing to the Emergency Communications Center.
6. "President" means the president of the Ramsey County Fire Chiefs Association.
7. "Protection Area" means the area within the Cities of Saint Paul, Roseville, Little Canada, Maplewood, Falcon Heights, North Saint Paul, North Oaks, Shoreview, Arden Hills, Lauderdale, New Brighton, White Bear Lake, and any additional city or town that joins this Agreement as provided herein.
8. "Requesting Party" means a Party which requests assistance from another Party to this Agreement and each such responding Party is considered a Sending Party.
9. "Sending Party" means a Party called upon to provide Assistance to another Party and which actually provides Assistance to the Requesting Party.
10. "Specialized Activities" means the provision of non-emergency assistance including, but not limited to, training of personnel and associated equipment and facilities.

II. AUTHORIZATION

Each of the Cities participating in this Agreement hereby authorize their respective fire Agencies to respond to and receive automatic mutual aid services pursuant to the terms of this Agreement and to otherwise take such actions as are needed to provide and receive Assistance as provided herein.

III. TERM AND TERMINATION

This Agreement shall be effective as of the date first written above and shall be ongoing until terminated as provided herein. Each City shall act by resolution to adopt this Agreement and shall forward a fully executed copy of its resolution and a signed original of this Agreement to the President of the Ramsey County Fire Chiefs Association.

Any Party may act by resolution to opt out of its participation in this Agreement. No such resolution shall be effective until the Party provides at least 60 days' written notice of termination to the President, the applicable County Emergency Communications Center, and each of the other Parties. The resolution must indicate the date of withdrawal from this Agreement, which must be sufficiently in the future to allow for the 60 day notice. The notice shall include a fully executed copy of the termination resolution.

IV. AUTOMATIC MUTUAL AID PROCEDURE

1. Whenever a Party to this Agreement receives a call for Assistance for an Emergency Event occurring within its jurisdictional boundaries, that call will automatically be

dispatched to the Agency having primary jurisdiction, as well as to any Agency for which the Dispatcher or Computer Aided Dispatch System (CAD) determines may provide a more timely response. The Sending Party shall respond to the call and make necessary Assistance available without undue delay. The typical response from the Sending Party shall be one apparatus and crew.

The extent of Assistance provided by the Sending Party shall be determined solely by the Sending Party based on its established response criteria and procedures. In the event a Sending Party determines it will not be able to provide Assistance, the fire official for the Agency making that determination shall immediately notify the Requesting Party.

2. The first arriving unit shall be in command of the emergency scene, until relieved by the Requesting Party. The Sending Party's fire official shall retain direction and control of the Sending Party's fire personnel and equipment on the scene.
3. Each Party, whether it be the Requesting Party or a Sending Party, shall be responsible for injuries or death of its own personnel. Each Party shall maintain workers' compensation insurance or self-insurance coverage covering its own personnel while they are providing Assistance pursuant to this Agreement. Each Party waives the right to sue the other Party for any workers compensation benefits paid to its own employee or their dependents, even if the injuries were caused wholly or partially by the negligence of the other Party or its officers, employees.
4. Each Party shall be responsible for damages to or loss of its own equipment. Each Party waives the right to sue the other Party for any damages to or loss of its equipment, even if the damages or losses were caused wholly or partially by the negligence of the other Party or its officers, employees, or volunteers.
5. Specialized Activities of non-emergency nature may be requested and/or provided by both parties to the Agreement. There is no obligation on the part of a Sending Party to provide Specialized Activities.
6. No charge shall be made to either party for Assistance rendered under this Agreement for incidents with duration under eight (8) hours. Provided, however, that in the event the Requesting Party is reimbursed for said personnel, equipment, or any other costs from a party or parties responsible for the Emergency, or is otherwise reimbursed by a third party source, then reimbursement, on a pro-rata basis, shall be made to the Sending Party for any equipment or personnel charges.

V. COOPERATIVE IMPLEMENTATION

The Parties agree to work in good faith through their respective Agencies to cooperatively establish any specific response criteria or procedures as they may determine are needed to implement this Agreement. Such criteria and procedures do not necessarily need to be the same for each Party, but they shall not be contrary to the

primary purpose of this Agreement. Each Party shall be responsible for communicating in writing its response criteria and procedures to each of the other Cities, the President, and the applicable County Emergency Communications Center.

VI. LIABILITY AND INDEMNIFICATION

1. For the purposes of the Minnesota Municipal Tort Liability Act (Minnesota Statutes, chapter 466), the employees and officers of the Sending Party are deemed to be employees (as defined in Minnesota Statutes, section 466.01, subdivision 6) of the Requesting Party. For all other purposes, all personnel remain the employees of their respective Party during the performance of duties under this Agreement.
2. The Requesting Party agrees to defend and indemnify the Sending Party against any claims brought or actions filed against the Sending Party or any officers, employees, or volunteers of the Sending Party for injury to or death of any third person or persons, or damage to the property of any third person or persons, arising out of the provision of Assistance by the Sending Party under this Agreement.

Under no circumstances, however, shall a Party be required to pay on behalf of itself and other Parties, any amounts in excess of the limits on liability established in Minnesota Statutes, chapter 466 applicable to any one Party. As provided in Minnesota Statutes, section 471.59, subdivision 1a, for the purposes of determining total liability the Parties shall be considered a single governmental unit and the total liability for the Parties shall not exceed the limits on governmental liability for a single governmental unit as specified in Minnesota Statutes, section 466.04, subdivision 1. Nothing in this Agreement shall be interpreted as any of the Parties waiving any exemptions or limitations on liability available to them under law.

The intent of the indemnification requirement of this section is to impose on each Requesting Party a limited duty to defend and indemnify any Sending Party for claims arising within the Requesting Party's jurisdiction subject to the liability limits under Minnesota Statutes, chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of liability claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to the defended by a single attorney.

3. No Party to this Agreement, nor any officer of any Party, shall be liable to any other Party or to any other person for failure of any Party to furnish Assistance to any other Party, or for recalling Assistance.

VII. ADDING MEMBERS

Any other city or town adjacent to the Protection Area may join this Agreement upon the written consent of all of the existing Parties to this Agreement that abut upon the boundaries of the joining city or town, the adoption by the joining city or town of a resolution authorizing execution of this Agreement, and the filing of a copy of the

executed resolution and this Agreement with the President. The Ramsey County Fire Chiefs may impose reasonable conditions on the admission of additional cities and establish procedures for removal of a Party for cause. The addition of a city or town to this Agreement as provided herein does not require an amendment to this Agreement. The joining city or town shall become subject to the terms and conditions of this Agreement as of the effective date of its participation in the sharing of services under this Agreement as determined by the President.

VIII. MISCELLANEOUS

1. This Agreement may be amended by written agreement of the all of the Parties.
2. The Parties will execute this Agreement in any number of duplicate originals, each of which constitutes an original, and all of which, collectively, constitute only one Agreement. Each Party will deliver enough executed counterpart signature pages so that all of the Parties will have a fully executed original of this Agreement. The President will coordinate the delivery of the signature pages and compiling and delivering originals of the Agreement to each of the Parties.
3. This Agreement is made under the law of the State of Minnesota.
4. This Agreement is entered into for the benefit of the Parties and is not intended to provide any rights to any third parties.
5. This Agreement is not exclusive and is not intended to replace any other mutual aid agreements any of the Parties may have in place.

IX. EXECUTION

Each Party has read, agreed to, and executed this Agreement on the date indicated below.

[signature pages follow]

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date January 26, 2016
ITEM NUMBER City Council By-Laws
STAFF INITIAL AB
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Mayor is considering changing the way he manages the council meetings. Before he does that, he wants to review the changes with councilors. Attached is a copy of the ordinance governing council meetings for your reference.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CHAPTER 5

CITY OFFICIALS

SECTION:

- 1-5-1: Mayor And City Council Compensation
- 1-5-2: Council Meeting Bylaws
- 1-5-2--1: Regular Meetings
- 1-5-2--2: Special Meetings And Work Sessions
- 1-5-2--3: Emergency Meetings
- 1-5-2--4: Quorum
- 1-5-2--5: Motions
- 1-5-2--6: Petitions, Memorials, Etc.
- 1-5-2--7: Votes
- 1-5-2--8: Rules Of Order
- 1-5-2--9: Language Included On Agenda
- 1-5-2-10: Order Of Business
- 1-5-2-11: Items Not On Agenda
- 1-5-3: City Administrator

1-5-1: MAYOR AND CITY COUNCIL COMPENSATION:

A. Mayor: The annual salary for the Mayor shall be four thousand five hundred dollars (\$4,500.00).

B. Council Members: The annual salary for each other member of the City Council shall be three thousand dollars (\$3,000.00).

C. Payment: The salaries established in this Section shall be paid monthly.

D. Effective Date: The salaries established in this Section shall take effect for the City Council in office beginning January 2013.

1-5-2: COUNCIL MEETING BYLAWS:**1-5-2-1: REGULAR MEETINGS:**

Regular meetings of the Council shall be held at the City Hall on the second and fourth Tuesday of each month at seven thirty (7:30) P.M. Work sessions of the Council shall be held during

the regularly scheduled council meetings. The Council may make motions and take action at these work sessions. (Ord. 1, 7-27-1993; amd. 7-25-1995)

1-5-2-2: SPECIAL MEETINGS:

Special meetings may be called at the request of the mayor or two members of the Council. Only those items for which notice was given shall be considered. At least twenty four (24) hours advance notice must be given to all members of the Council prior to the holding of a special meeting, and such notice shall also be posted at City Hall at least seventy-two (72) hours in advance of the special meeting in accordance with state law. (Ord. 1, 7-27-1993)

1-5-2-3: EMERGENCY MEETINGS:

Emergency meetings may be called as provided by state law. (Ord. 1, 7-27-1993)

1-5-2-4: QUORUM:

Three (3) members of the Council shall constitute a quorum. (Ord. 1, 7-27-1993)

1-5-2-5: MOTIONS:

A. Any motion, by any member, shall be reduced to writing by the recorder.

B. After a motion is made, it shall be in possession of the Council, but it may be withdrawn at any time by the Council member presenting the motion before being amended or acted upon. All motions and amendments thereto shall be entered upon the minutes and the vote thereon, whether they be adopted or rejected. (Ord. 1, 7-27-1993)

1-5-2-6: PETITIONS, MEMORIALS, ETC.:

Petitions, memorials, and other papers addressed to the Council shall be presented by the presiding officer or by a member in his/her place, or may be read at the request of a member or the

presiding officer. All petitions, memorials, and other communications which may be filed with, or delivered to the City Administrator prior to the meeting of the Council shall be brought before the Council by the City Administrator. (Ord. 1, 7-27-1993)

1-5-2-7: VOTES:

A. Roll Call: Roll call shall be called from the presiding officer's right to his/her left, except the presiding officer shall vote last.

B. Entry In Minutes: Each individual's vote shall be entered in the minutes.

C. Abstention Or Disqualification: Any member may abstain from voting or disqualify himself/herself. The reason for disqualification or abstention must be stated by the member and entered in the minutes. If a member disqualifies himself/herself, he/she may leave the room while the issue is being considered. (Ord. 1, 7-27-1993)

1-5-2-8: RULES OF ORDER:

A. Robert's Rules Of Order: The rules of parliamentary practice embraced in Robert's Rules of Order Newly Revised shall govern the Council procedure in cases to which they are applicable and to which they are not inconsistent with the standing rules of order and business of the Council.

B. Suspension Of Rules: The Council may alter or dispense of the rules whenever the Council finds it necessary or convenient for the sake of justice or efficiency.

1-5-2-9: LANGUAGE INCLUDED ON AGENDA:

The following language is to be included on each agenda:

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the standing rules of order and business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the following times and always within the prescribed rules

of conduct for public input at meetings:

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.

OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE CITY COUNCIL ON MATTERS NOT ON THE AGENDA: 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 for specific items on the agenda, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued under the Other Business 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.
(Ord. 1, 7-27-1993; amd. 10-24-1995)*

1-5-2-10: ORDER OF BUSINESS:

The following shall be the order of business of the Council:

- A. Call the meeting to order by the Mayor.
- B. Roll call.
- C. Approval of agenda, approval of minutes and approval of claims.

D. Consent agenda (optional).

1. The Administrator may include a consent agenda section as an order of business.

2. Consent items are considered as one item requiring one motion for approval and one vote.

3. If any member wishes to discuss a consent item separately or vote on it as an individual action, that item can be separated from the list and considered with the regular agenda. The rest of the consent agenda would then be adopted with the one motion, one vote procedure.

E. Special Order of Business/recognitions/proclamations.

F. Informational presentations/reports.

G. Public hearings.

H. Discussion/Action items.

I. Items removed from consent agenda (optional).

J. Additional items.

K. Set agenda for next meeting.

L. Work Session/opportunity for the public to address the Council.

M. Adjournment. (Ord. 1, 7-27-1993; amd., 10-24-1995)

1-5-2-11: ITEMS NOT ON AGENDA:

Items not included on the approved agenda may be introduced and discussed on their merits. Before such an item may be approved or denied, the Council must, by unanimous voice vote, agree to consider the item. No official action (vote) shall be taken at the meeting unless the item warrants immediate action. If a unanimous vote is made and immediate action is required, all adopted rules of procedure except Section 1-5-2-10 shall apply. (Ord. 1, 7-27-1993)

1-5-3: CITY ADMINISTRATOR:

A. Position Established: The City hereby establishes the office of City Administrator.

B. Appointment; Removal: The City Administrator shall be chosen by the City Council on the basis of his/her training, experience and administrative qualifications. The City Administrator shall be appointed for an indefinite period by the majority of the Council and may be removed at any time for any reason by a majority of the full Council.

C. Qualifications: The City Administrator must have considerable knowledge of municipal government operations, proper procedures, public relations, finances, purchasing, and all administrative requirements for proper municipal operation. The City Administrator must have the ability to provide harmonious relations with City employees and the general public. The City Administrator must have the ability to develop plans, to collect and analyze information for reports and to conduct and implement standards of procedure, operation and organization.

D. Oath And Bond¹: The City Administrator is also the city clerk and treasurer and therefore shall be required to take an oath of office. He/she shall be bonded at City expense through a position bond which will indemnify the City.

E. Functions: The City Administrator shall carry out the job duties and responsibilities as outlined in the most recent Council-approved job description for the City Administrator and such other duties as may be assigned by the Council from time to time.

1. Clerk: The City Administrator is also the City Clerk.

2. Treasurer: The City Administrator is also the City Treasurer.
(Ord. 89, 8-22-1995)