

**Cambridge EDA Meeting – Tuesday January 16, 2024, 5:45 pm**  
**City Council Chambers, 300 3<sup>rd</sup> Avenue NE**  
 Meeting Announcement and Agenda

*Members of the audience are encouraged to follow along with the meeting’s agenda. Agendas are available on the table just outside the Council Chambers entrance door.*

Tentative Time	Agenda Item
5:45 pm	<b>1. Call to Order</b>
	<b>2. Approval of Agenda</b>
	<b>3. Consent Agenda</b>
	A. Approval of December 18, 2023 regular meeting minutes (p. 2)
	B. Approve EDA Draft November 2023 Financial Statements (p. 5)
	C. Approve EDA Admin Division Bills Checks #127906 - #128135 Totaling \$54,306.07 (p. 22)
	D. Housing Supervisor’s Report (p. 32)
	<b>4. Work Session</b>
	<b>5. Unfinished Business</b>
	<b>6. New Business</b>
	A. Recommended Lease Changes due to New Crime Free Leasing Legislation (p. 33)
	B. Solicit Bids for Water Softener (p. 53)
	C. Solicit Bids for New Appliances (p. 54)
	<b>7. Adjourn</b>

Notice to the hearing impaired: Upon request to City Staff, assisted hearing devices are available for public use. Accommodations for wheelchair access, Braille, large print, etc. can be made by calling City Hall at 763-689-3211 at least three days prior to the meeting.

# Cambridge Economic Development Authority (EDA)

## Regular Meeting Minutes – December 18, 2023

A regular meeting of the Cambridge Economic Development Authority (EDA) was held at Cambridge City Hall Council Chambers, 300 3rd Avenue NE, Cambridge, Minnesota, 55008.

Members Present: EDA members Bob Shogren, Mark Ziebarth, Lisa Iverson, Jim Godfrey and Aaron Berg.

Staff present: Executive Director Moe, Housing Supervisor Barrett, City Administrator Vogel, Shuster, Deputy City Administrator Smith, and Assistant to the City Administrator Seiberlich.

### **Call to Order**

Shogren called the meeting to order at 5:47 p.m.

### **Approval of Agenda**

Vogel requested to add Item 6E Discuss approval of remodeling contract or Mondo's Pet Depot space in City Center Mall.

Moe asked to amend Item 6B to reflect years 2020 & 2021 instead of 2021 & 2021.

Godfrey moved, seconded by Iverson, to approve the amended agenda. Motion carried unanimously.

### **Consent Agenda**

Ziebarth moved, seconded by Iverson, to approve consent agenda items A – E:

- A. Approval of November 20, 2023 and December 4, 2023 meeting minutes
- B. Approve EDA Draft October 2023 Financial Statements
- C. Approve EDA Admin Division Bills Checks #127685 - #127903 Totaling \$12,952.52
- D. Housing Supervisor's Report
- E. Resident Meeting Minutes

Upon roll call, all ayes, no nays. Motion carried unanimously.

### **Work Session**

There were no items under the work session.

### **Unfinished Business**

There were no items under unfinished business.

## **New Business**

### **A 2024 PHA Plan & 5 Year Capital Fund 2024-2028**

Moe said a public hearing is required for the 2024-2028 Capital Plan, which describes the planned projects for the HUD Capital Fund. The excess 2022 funds are planned to replace various unit appliances and the building's water heater. Staff will start planning for replacing the roof in spring of 2025.

#### **Public hearing on the PHA Plan and 5-Year Capital Fund for 2024-2028**

Shogren opened the public hearing at 5:51 pm.

No one approached to speak.

Shogren closed the public hearing at 5:52 pm.

Godfrey motioned, seconded by Iverson, to approve Resolution EDA R23-006 Adopting PHA Plan and 5-Year Capital Fund for 2024-2028. All voted aye, no nays, motion passed unanimously.

### **B Approval on Amended 2020 and 2021 PHA and 5 Year Plan**

Barrett said the plan for the excess 2020 and 2021 funds is to repair the dead-bolt holes in the door frames which were cited on the last inspection.

#### **Public hearing on the amended 2020 and 2021 PHA Plan and 5 Year Plan**

Shogren opened the public hearing at 5:54 pm

No one approached to speak.

Shogren closed the public hearing at 5:55 pm.

Godfrey motioned, seconded by Ziebarth, to approve the amended 2020 and 2021 PHA Plan and 5 Year Plan. All voted aye, no nays, motion passed unanimously.

### **C Admissions & Continued Policy Updates & No Smoking Policy**

#### **Public hearing on the 2023 Admission & Continued Occupancy Policy Updates and No Smoking Policy**

Shogren opened the public hearing at 5:55 pm.

No one approached to speak.

Shogren closed the public hearing at 5:56 pm.

Berg motioned, seconded by Godfrey, to approve changes to 2023 Admission & Continued Occupancy Policy and No Smoking Policy. All voted aye, no nays, motion passed unanimously.

### **D Pregnancy Resource Center Lease Renewal**

Smith presented the 1-year lease renewal from Pregnancy Resource Center. There is a 3% increase from their previous lease, which was agreed upon by both parties.

Ziebarth motioned, seconded by Iverson, to approve the Pregnancy Resource Center lease renewal for 1 year at the listed rates. All voted aye, no nays, motion passed unanimously.

E Approval of Remodel Contracts

Smith said on November 20, 2023, EDA approved the amended lease for Mondo’s Pet Depot to include the cost of remodels. The work is primarily completed, but EDA needs to approve the quotes in order to release checks to the contractors. All expenses for the remodel are being paid by the tenant through amortization through the lease.

Ziebarth motioned, seconded by Godfrey, to approve the contractor quotes for work on the Suite 142 and 156 remodel for Mondo’s Pet Depot. All voted aye, no nays, motion passed unanimously.

**Adjournment**

Berg moved, seconded by Godfrey, to adjourn the meeting at 5:59 p.m. Motion carried unanimously.

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Bob Shogren, President

ATTEST:

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Caroline Moe, Executive Director

CITY OF CAMBRIDGE  
BALANCE SHEET  
NOVEMBER 30, 2023

LOW RENT PROGRAM-BRIDGE PARK

<u>ASSETS</u>		
901-10010	CASH AND INVESTMENTS	( 25,347.27)
901-10102	INVESTMENTS--PBC	121,718.04
901-10200	EDA OPERATING ACCOUNT-LOW RENT	347,598.79
901-15500	PREPAID EXPENSES	2,475.00
901-16100	LAND AND LAND IMPROVEMENTS	134,042.37
901-16200	BUILDINGS AND STRUCTURES	474,877.78
901-16250	BUILDING IMPROVEMENTS	1,317,760.79
901-16300	SITE IMPROVEMENTS	103,618.10
901-16350	NON-DWELLING STRUCTURES	76,009.20
901-16400	FURNITURE, EQUIPMENT, MACH-DWE	34,782.90
901-16450	FURN, EQUIP, MACH-ADMIN	38,854.91
901-16460	ACCUM DEPREC-FURN,EQUIP- ADMIN	( 1,798,444.35)
	TOTAL ASSETS	<u><u>827,946.26</u></u>
<u>LIABILITIES AND EQUITY</u>		
<u>LIABILITIES</u>		
901-20100	AP ALLOCATED TO OTHER FUNDS	3,540.80
901-21650	ACCRUED VACATION & SICK PAY	1,614.38
901-22600	TENANT SECURITY DEPOSITS	40,288.92
	TOTAL LIABILITIES	<u>45,444.10</u>
<u>FUND EQUITY</u>		
901-27200	UNRESTRICTED NET ASSETS	406,795.54
901-27300	INVESTED IN CAPITAL ASSETS	301,555.77
901-27400	HUD OPERATING RESERVE MEMO	227,249.46
901-27500	HUD OPERATING RESERVE CONTRA	( 227,249.46)
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	<u>74,150.85</u>
	BALANCE - CURRENT DATE	<u>74,150.85</u>
	TOTAL FUND EQUITY	<u><u>782,502.16</u></u>
	TOTAL LIABILITIES AND EQUITY	<u><u>827,946.26</u></u>

**CITY OF CAMBRIDGE**  
**DETAIL REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 901 - LOW RENT PROGRAM-BRIDGE PARK**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTERGOVERNMENTAL REVENUES</u>						
901-33160 OPERATING GRANTS-HUD	85,000.00	85,000.00	94,167.00	( 9,167.00)	110.78	96,574.00
TOTAL INTERGOVERNMENTAL REVE	85,000.00	85,000.00	94,167.00	( 9,167.00)	110.78	96,574.00
<u>INTEREST &amp; MISC INCOME</u>						
901-36210 INTEREST EARNINGS	300.00	300.00	691.81	( 391.81)	230.60	648.47
TOTAL INTEREST & MISC INCOME	300.00	300.00	691.81	( 391.81)	230.60	648.47
<u>RENTAL INCOME</u>						
901-37220 DWELLING RENTAL	175,000.00	175,000.00	187,086.53	( 12,086.53)	106.91	187,460.38
901-37221 LAUNDRY INCOME BRIDGE PARK	3,000.00	3,000.00	3,047.93	( 47.93)	101.60	4,589.79
TOTAL RENTAL INCOME	178,000.00	178,000.00	190,134.46	( 12,134.46)	106.82	192,050.17
<u>OTHER FINANCING SOURCES</u>						
901-39203 TRANSFERS FROM OTHER FUNDS	35,000.00	35,000.00	.00	35,000.00	.00	88,074.30
TOTAL OTHER FINANCING SOURCES	35,000.00	35,000.00	.00	35,000.00	.00	88,074.30
TOTAL FUND REVENUE	298,300.00	298,300.00	284,993.27			377,346.94

**CITY OF CAMBRIDGE**  
**DETAIL EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 901 - LOW RENT PROGRAM-BRIDGE PARK**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<b>LOW RENT ADMINISTRATION</b>						
<i>PERSONAL SERVICES</i>						
901-49500-103 ADMIN PART-TIME - REGULAR	41,833.00	41,833.00	35,723.94	( 6,109.06)	85.40	38,868.81
901-49500-104 ADMIN PART-TIME - OVERTIME	262.00	262.00	.00	( 262.00)	.00	.00
901-49500-121 PERA (EMPLOYER)	3,138.00	3,138.00	2,679.33	( 458.67)	85.38	2,790.62
901-49500-122 FICA/MEDICARE (EMPLOYER)	3,200.00	3,200.00	2,509.54	( 690.46)	78.42	2,652.39
901-49500-131 MEDICAL/LIFE/DENTAL	9,544.00	9,544.00	10,128.36	584.36	106.12	9,161.88
901-49500-151 WORKERS' COMPENSATION PREMIU	300.00	300.00	246.02	( 53.98)	82.01	193.40
901-49500-154 HRA/FLEX FEES	100.00	100.00	62.70	( 37.30)	62.70	68.00
<b>TOTAL PERSONAL SERVICES</b>	<b>58,377.00</b>	<b>58,377.00</b>	<b>51,349.89</b>	<b>( 7,027.11)</b>	<b>87.96</b>	<b>53,735.10</b>
<i>SUPPLIES</i>						
901-49500-201 OFFICE SUPPLY	800.00	800.00	209.23	( 590.77)	26.15	309.00
<b>TOTAL SUPPLIES</b>	<b>800.00</b>	<b>800.00</b>	<b>209.23</b>	<b>( 590.77)</b>	<b>26.15</b>	<b>309.00</b>
<i>OTHER SERVICES AND CHARGES</i>						
901-49500-304 LEGAL FEES	2,000.00	2,000.00	10,009.00	8,009.00	500.45	2,190.00
901-49500-306 AUDITING	3,000.00	3,000.00	3,000.00	.00	100.00	2,500.00
901-49500-313 IT MGMT & BACKUP	6,500.00	6,500.00	5,024.27	( 1,475.73)	77.30	5,330.40
901-49500-321 TELEPHONE EXPENSE	7,500.00	7,500.00	6,184.41	( 1,315.59)	82.46	7,200.80
901-49500-322 POSTAGE	100.00	100.00	269.12	169.12	269.12	58.00
901-49500-331 TRAVEL/MEALS/LODGING	100.00	100.00	.00	( 100.00)	.00	.00
901-49500-340 ADVERTISING	100.00	100.00	61.96	( 38.04)	61.96	30.45
<b>TOTAL OTHER SERVICES AND CHA</b>	<b>19,300.00</b>	<b>19,300.00</b>	<b>24,548.76</b>	<b>5,248.76</b>	<b>127.20</b>	<b>17,309.65</b>
<i>MISCELLANEOUS</i>						
901-49500-413 RENTALS - OFFICE EQUIPMENT	200.00	200.00	248.81	48.81	124.41	182.09
901-49500-433 DUES AND SUBSCRIPTIONS	3,500.00	3,500.00	3,699.00	199.00	105.69	3,479.00
901-49500-440 STAFF TRAINING	400.00	400.00	.00	( 400.00)	.00	.00
<b>TOTAL MISCELLANEOUS</b>	<b>4,100.00</b>	<b>4,100.00</b>	<b>3,947.81</b>	<b>( 152.19)</b>	<b>96.29</b>	<b>3,661.09</b>
<b>TOTAL LOW RENT ADMINISTRATION</b>	<b>82,577.00</b>	<b>82,577.00</b>	<b>80,055.69</b>	<b>( 2,521.31)</b>	<b>96.95</b>	<b>75,014.84</b>

**CITY OF CAMBRIDGE**  
**DETAIL EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 901 - LOW RENT PROGRAM-BRIDGE PARK**

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>LOW RENT TENANT SERVICES</u>							
<i>SUPPLIES</i>							
901-49600-210	REC, PUB & OTHER SERVICES	240.00	240.00	117.47	( 122.53)	48.95	8,295.91
	<i>TOTAL SUPPLIES</i>	240.00	240.00	117.47	( 122.53)	48.95	8,295.91
	TOTAL LOW RENT TENANT SERVICE	240.00	240.00	117.47	( 122.53)	48.95	8,295.91



**CITY OF CAMBRIDGE**  
**DETAIL EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 901 - LOW RENT PROGRAM-BRIDGE PARK**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<b>LOW RENT MAINTENANCE</b>						
<i>PERSONAL SERVICES</i>						
901-49700-103 MAINT PT EMPLOYEES - REGULAR	24,586.00	24,586.00	21,100.93	( 3,485.07)	85.82	20,029.74
901-49700-121 PERA (EMPLOYER)	1,844.00	1,844.00	1,428.52	( 415.48)	77.47	1,472.60
901-49700-122 FICA/MEDICARE (EMPLOYER)	1,881.00	1,881.00	1,497.90	( 383.10)	79.63	1,392.86
901-49700-131 MEDICAL/DENTAL/LIFE	4,772.00	4,772.00	4,768.50	( 3.50)	99.93	4,581.00
901-49700-151 WORKERS' COMPENSATION PREMIU	2,000.00	2,000.00	1,316.75	( 683.25)	65.84	963.38
<b>TOTAL PERSONAL SERVICES</b>	<b>35,083.00</b>	<b>35,083.00</b>	<b>30,112.60</b>	<b>( 4,970.40)</b>	<b>85.83</b>	<b>28,439.58</b>
<i>SUPPLIES</i>						
901-49700-210 MATERIALS-OPER SUPPLIES	4,000.00	4,000.00	4,807.65	807.65	120.19	3,920.91
901-49700-212 FUEL PURCHASE	200.00	200.00	.00	( 200.00)	.00	.00
<b>TOTAL SUPPLIES</b>	<b>4,200.00</b>	<b>4,200.00</b>	<b>4,807.65</b>	<b>607.65</b>	<b>114.47</b>	<b>3,920.91</b>
<i>OTHER SERVICES AND CHARGES</i>						
901-49700-304 CONTRACT COSTS	35,000.00	35,000.00	43,357.84	8,357.84	123.88	42,793.57
901-49700-360 INSURANCE AND BONDS	14,000.00	14,000.00	6,813.00	( 7,187.00)	48.66	10,727.00
901-49700-370 PAYMENT IN LIEU OF TAXES	15,000.00	15,000.00	.00	( 15,000.00)	.00	14,783.00
901-49700-381 ELECTRIC UTILITIES	38,000.00	38,000.00	30,765.98	( 7,234.02)	80.96	35,235.69
901-49700-382 WATER/WASTEWATER UTILITIES	9,000.00	9,000.00	6,183.27	( 2,816.73)	68.70	6,618.15
901-49700-383 GAS UTILITIES	3,000.00	3,000.00	1,567.46	( 1,432.54)	52.25	2,364.71
901-49700-384 REFUSE HAULING	4,200.00	4,200.00	3,767.26	( 432.74)	89.70	4,024.56
<b>TOTAL OTHER SERVICES AND CHA</b>	<b>118,200.00</b>	<b>118,200.00</b>	<b>92,454.81</b>	<b>( 25,745.19)</b>	<b>78.22</b>	<b>116,546.68</b>
<i>MISCELLANEOUS</i>						
901-49700-420 DEPRECIATION EXPENSE	48,000.00	48,000.00	.00	( 48,000.00)	.00	42,716.18
<b>TOTAL MISCELLANEOUS</b>	<b>48,000.00</b>	<b>48,000.00</b>	<b>.00</b>	<b>( 48,000.00)</b>	<b>.00</b>	<b>42,716.18</b>
<i>IMPROVEMENTS/BETTERMENTS</i>						
901-49700-501 REPLACEMENT OF EQUIPMENT	5,000.00	5,000.00	.00	( 5,000.00)	.00	2,248.82
901-49700-502 BETTERMENTS AND ADDITIONS	5,000.00	5,000.00	3,294.20	( 1,705.80)	65.88	.00
<b>TOTAL IMPROVEMENTS/BETTERM</b>	<b>10,000.00</b>	<b>10,000.00</b>	<b>3,294.20</b>	<b>( 6,705.80)</b>	<b>32.94</b>	<b>2,248.82</b>
<b>TOTAL LOW RENT MAINTENANCE</b>	<b>215,483.00</b>	<b>215,483.00</b>	<b>130,669.26</b>	<b>( 84,813.74)</b>	<b>60.64</b>	<b>193,872.17</b>

**CITY OF CAMBRIDGE**  
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

FUND 901 - LOW RENT PROGRAM-BRIDGE PARK

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	298,300.00	298,300.00	210,842.42			277,182.92
NET REVENUES OVER EXPENDITURE	.00	.00	74,150.85			100,164.02

CITY OF CAMBRIDGE  
BALANCE SHEET  
NOVEMBER 30, 2023

HOUSING-OTHER BUS ACTIVITIES

<u>ASSETS</u>			
903-10200	EDA HOUSING DIV OPERATING CASH	75,733.00	
	TOTAL ASSETS		<u>75,733.00</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
903-27200	UNRESTRICTED NET ASSETS	75,733.00	
	TOTAL FUND EQUITY		<u>75,733.00</u>
	TOTAL LIABILITIES AND EQUITY		<u>75,733.00</u>

**CITY OF CAMBRIDGE**  
**DETAIL REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 903 - HOUSING-OTHER BUS ACTIVITIES**

		ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTEREST &amp; MISC INCOME</u>							
903-36201	HUD LAWSUIT PROCEEDS	.00	.00	.00	.00	.00	75,733.00
	TOTAL INTEREST & MISC INCOME	.00	.00	.00	.00	.00	75,733.00
	TOTAL FUND REVENUE	.00	.00	.00			75,733.00
	NET REVENUES OVER EXPENDITURE	.00	.00	.00			75,733.00

CITY OF CAMBRIDGE  
 BALANCE SHEET  
 NOVEMBER 30, 2023

CAPITAL FUND PROGRAM-HUD

<u>ASSETS</u>			
904-10200	EDA OPERATING ACCOUNT-CAPITAL		18,700.00
		<hr/>	
	TOTAL ASSETS		<u>18,700.00</u>
<u>LIABILITIES AND EQUITY</u>			
<u>FUND EQUITY</u>			
	UNAPPROPRIATED FUND BALANCE: REVENUE OVER EXPENDITURES - YTD	18,700.00	
		<hr/>	
	BALANCE - CURRENT DATE		18,700.00
		<hr/>	
	TOTAL FUND EQUITY		<u>18,700.00</u>
	TOTAL LIABILITIES AND EQUITY		<u>18,700.00</u>

**CITY OF CAMBRIDGE**  
**DETAIL REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 904 - CAPITAL FUND PROGRAM-HUD**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTERGOVERNMENTAL REVENUES</u>						
904-33160 HUD CAPITAL GRANTS	35,000.00	35,000.00	18,700.00	16,300.00	53.43	88,074.30
TOTAL INTERGOVERNMENTAL REVE	35,000.00	35,000.00	18,700.00	16,300.00	53.43	88,074.30
 TOTAL FUND REVENUE	<u>35,000.00</u>	<u>35,000.00</u>	<u>18,700.00</u>			<u>88,074.30</u>

**CITY OF CAMBRIDGE**  
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

**FUND 904 - CAPITAL FUND PROGRAM-HUD**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>OTHER FINANCING USES</u>						
904-49300-720 TRANSFERS OUT	35,000.00	35,000.00	.00	( 35,000.00)	.00	88,074.30
<i>TOTAL FUNCTION 7</i>	35,000.00	35,000.00	.00	( 35,000.00)	.00	88,074.30
TOTAL OTHER FINANCING USES	35,000.00	35,000.00	.00	( 35,000.00)	.00	88,074.30

**CITY OF CAMBRIDGE**  
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

**FUND 904 - CAPITAL FUND PROGRAM-HUD**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	35,000.00	35,000.00	.00			88,074.30
NET REVENUES OVER EXPENDITURE	.00	.00	18,700.00			.00



**CITY OF CAMBRIDGE**  
**DETAIL REVENUES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 205 - EDA ADMIN FUND**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<u>INTEREST</u>						
205-36210 INTEREST EARNINGS	.00	.00	.00	.00	.00	3,251.38
205-36215 UNREALIZED MKT VALUE GAIN/LOSS	.00	.00	.00	.00	.00	( 11,911.77)
<b>TOTAL INTEREST</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>.00</b>	<b>( 8,660.39)</b>
<u>MALL OPERATING REVENUES</u>						
205-37220 RENTAL FEES	180,000.00	180,000.00	201,878.62	( 21,878.62)	112.15	187,492.73
<b>TOTAL MALL OPERATING REVENUES</b>	<b>180,000.00</b>	<b>180,000.00</b>	<b>201,878.62</b>	<b>( 21,878.62)</b>	<b>112.15</b>	<b>187,492.73</b>
<u>TRANSFERS FROM OTHER FUNDS</u>						
205-39203 TRANSFERS FROM OTHER FUNDS	50,000.00	50,000.00	50,000.00	.00	100.00	350,000.00
<b>TOTAL TRANSFERS FROM OTHER FU</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>50,000.00</b>	<b>.00</b>	<b>100.00</b>	<b>350,000.00</b>
<b>TOTAL FUND REVENUE</b>	<b>230,000.00</b>	<b>230,000.00</b>	<b>251,878.62</b>			<b>528,832.34</b>

**CITY OF CAMBRIDGE**  
 ·DETAIL EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

**FUND 205 - EDA ADMIN FUND**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<b>EDA ADMINISTRATION</b>						
<i>PERSONAL SERVICES</i>						
205-41930-101	FULL-TIME EMPLOYEES - REGULAR	68,521.00	68,521.00	60,625.95 ( 7,895.05)	88.48	51,998.63
205-41930-112	EDA MEETING PAYMENTS	2,500.00	2,500.00	1,505.00 ( 995.00)	60.20	1,435.00
205-41930-121	PERA (EMPLOYER)	5,150.00	5,150.00	4,547.00 ( 603.00)	88.29	3,886.10
205-41930-122	FICA/MEDICARE (EMPLOYER)	5,253.00	5,253.00	4,650.76 ( 602.24)	88.54	3,984.79
205-41930-131	MEDICAL/DENTAL/LIFE	13,826.00	13,826.00	13,996.11 170.11	101.23	9,887.40
205-41930-132	LONGEVITY PAY	143.00	143.00	.00 ( 143.00)	.00	.00
205-41930-133	DEDUCTIBLE CONTRIBUTION	1,200.00	1,200.00	1,200.00 .00	100.00	420.00
205-41930-151	WORKERS' COMPENSATION PREMIU	565.00	565.00	484.09 ( 80.91)	85.68	282.20
205-41930-154	HRA/FLEX FEES	80.00	80.00	50.16 ( 29.84)	62.70	33.84
	<b>TOTAL PERSONAL SERVICES</b>	<b>97,238.00</b>	<b>97,238.00</b>	<b>87,059.07 ( 10,178.93)</b>	<b>89.53</b>	<b>71,927.96</b>
<i>SUPPLIES</i>						
205-41930-201	OFFICE SUPPLIES	300.00	300.00	122.29 ( 177.71)	40.76	241.53
205-41930-209	SOFTWARE UPDATES	.00	.00	102.94 102.94	.00	73.44
205-41930-221	REPAIR & MAINT VEH/EQUIPMENT	350.00	350.00	.00 ( 350.00)	.00	.00
205-41930-240	SMALL TOOLS & MINOR EQUIPMENT	3,300.00	3,300.00	.00 ( 3,300.00)	.00	279.99
	<b>TOTAL SUPPLIES</b>	<b>3,950.00</b>	<b>3,950.00</b>	<b>225.23 ( 3,724.77)</b>	<b>5.70</b>	<b>594.96</b>
<i>OTHER SERVICES &amp; CHARGES</i>						
205-41930-304	MISC PROFESSIONAL SERVICES	5,000.00	5,000.00	844.00 ( 4,156.00)	16.88	1,321.50
205-41930-306	MCCOMB & HOTEL STUDY	.00	3,000.00	.00 ( 3,000.00)	.00	.00
205-41930-307	MARKET OR BRE STUDY	.00	35,000.00	.00 ( 35,000.00)	.00	.00
205-41930-313	IT MGMT & BACKUP	5,600.00	5,600.00	5,024.27 ( 575.73)	89.72	5,330.40
205-41930-321	TELEPHONE/CELLULAR	540.00	540.00	360.00 ( 180.00)	66.67	608.89
205-41930-331	TRAVEL/MEALS/LODGING	1,200.00	1,200.00	451.30 ( 748.70)	37.61	940.64
205-41930-334	MILEAGE REIMBURSEMENT	1,500.00	1,500.00	275.95 ( 1,224.05)	18.40	459.14
205-41930-351	LEGAL NOTICES/ORD PUB	350.00	350.00	125.37 ( 224.63)	35.82	.00
205-41930-360	INSURANCE AND BONDS	2,500.00	2,500.00	1,735.62 ( 764.38)	69.42	4,311.98
205-41930-381	ELECTRIC UTILITIES	1,000.00	1,000.00	.00 ( 1,000.00)	.00	.00
205-41930-382	WATER/SEWER/STORM PROPERTY A	75.00	75.00	.00 ( 75.00)	.00	.00
205-41930-383	GAS UTILITIES	200.00	200.00	.00 ( 200.00)	.00	.00
	<b>TOTAL OTHER SERVICES &amp; CHARG</b>	<b>17,965.00</b>	<b>55,965.00</b>	<b>8,816.51 ( 47,148.49)</b>	<b>15.75</b>	<b>12,972.55</b>

**CITY OF CAMBRIDGE**  
**DETAIL EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 205 - EDA ADMIN FUND**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<i>MISCELLANEOUS</i>						
205-41930-404	REP & MAINT LABOR VEH/EQUIP	101.00	101.00	.00 ( 101.00)	.00	.00
205-41930-407	HWY 95 PROPERTY ACQ MAINT EXP	15,000.00	15,000.00	8,800.00 ( 6,200.00)	58.67	11,500.00
205-41930-408	PROPERTY ACQ MAINT EXP	.00	.00	2,190.65 2,190.65	.00	31,360.67
205-41930-430	MISCELLANEOUS	100.00	100.00	.00 ( 100.00)	.00	.00
205-41930-433	DUES AND SUBSCRIPTIONS	3,770.00	3,770.00	2,965.00 ( 805.00)	78.65	4,163.60
205-41930-440	SCHOOLS & MEETINGS	2,000.00	2,000.00	445.00 ( 1,555.00)	22.25	1,678.00
205-41930-451	TAX ABATEMENT-MOTEK/TEAM IND	30,000.00	30,000.00	.00 ( 30,000.00)	.00	29,091.82
205-41930-484	NLX ACTIVITIES	7,800.00	7,800.00	.00 ( 7,800.00)	.00	.00
205-41930-485	PROPERTY TAXES	.00	.00	3,042.00 3,042.00	.00	712.00
205-41930-489	IND PARK MARKETING	5,000.00	5,000.00	.00 ( 5,000.00)	.00	5,000.00
	<i>TOTAL MISCELLANEOUS</i>	<u>63,771.00</u>	<u>63,771.00</u>	<u>17,442.65 ( 46,328.35)</u>	<u>27.35</u>	<u>83,506.09</u>
	<b>TOTAL EDA ADMINISTRATION</b>	<u><u>182,924.00</u></u>	<u><u>220,924.00</u></u>	<u><u>113,543.46 ( 107,380.54)</u></u>	<u><u>51.39</u></u>	<u><u>169,001.56</u></u>

**CITY OF CAMBRIDGE**  
**DETAIL EXPENDITURES WITH COMPARISON TO BUDGET**  
**FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023**

**FUND 205 - EDA ADMIN FUND**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
<b>MALL OPERATING EXPENSES</b>						
<i>PERSONAL SERVICES</i>						
205-47000-101 FULL-TIME EMPLOYEES - REGULAR	29,193.00	29,193.00	26,448.79	( 2,744.21)	90.60	28,813.20
205-47000-102 FULL-TIME EMPLOYEES - OVERTIME	1,000.00	1,000.00	.00	( 1,000.00)	.00	.00
205-47000-103 TEMPORARY EMPLOYEE	7,000.00	7,000.00	5,799.51	( 1,200.49)	82.85	5,040.54
205-47000-121 PERA (EMPLOYER)	2,843.00	2,843.00	1,983.66	( 859.34)	69.77	2,154.84
205-47000-122 FICA/MEDICARE (EMPLOYER)	2,900.00	2,900.00	2,402.86	( 497.14)	82.86	2,511.05
205-47000-131 MEDICAL/DENTAL/LIFE	8,642.00	8,642.00	8,723.81	81.81	100.95	8,270.16
205-47000-132 LONGEVITY PAY	712.00	712.00	.00	( 712.00)	.00	.00
205-47000-133 DEDUCTIBLE CONTRIBUTION	750.00	750.00	.00	( 750.00)	.00	.00
205-47000-151 WORKERS' COMPENSATION PREMIU	3,089.00	3,089.00	2,139.18	( 949.82)	69.25	1,577.49
205-47000-154 HRA/FLEX FEES	100.00	100.00	31.35	( 68.65)	31.35	34.00
<b>TOTAL PERSONAL SERVICES</b>	<b>56,229.00</b>	<b>56,229.00</b>	<b>47,529.16</b>	<b>( 8,699.84)</b>	<b>84.53</b>	<b>48,401.28</b>
<i>SUPPLIES</i>						
205-47000-211 MISC OPERATING SERVICES	200.00	200.00	222.37	22.37	111.19	221.74
205-47000-212 GASOLINE/FUEL	125.00	125.00	102.41	( 22.59)	81.93	216.22
205-47000-221 REPAIRS & MAINTENANCE SUPPLIES	15,000.00	15,000.00	4,800.38	( 10,199.62)	32.00	8,362.99
205-47000-240 SMALL TOOLS	1,000.00	1,000.00	97.79	( 902.21)	9.78	347.12
<b>TOTAL SUPPLIES</b>	<b>16,325.00</b>	<b>16,325.00</b>	<b>5,222.95</b>	<b>( 11,102.05)</b>	<b>31.99</b>	<b>9,148.07</b>
<i>OTHER SERVICES &amp; CHARGES</i>						
205-47000-321 TELEPHONE/CELLULAR PHONES	350.00	350.00	226.31	( 123.69)	64.66	247.22
205-47000-360 INSURANCE AND BONDS	6,000.00	6,000.00	4,966.00	( 1,034.00)	82.77	5,280.00
205-47000-381 ELECTRIC UTILITIES	20,500.00	20,500.00	17,152.40	( 3,347.60)	83.67	18,352.29
205-47000-382 WATER/WASTEWATER UTILITIES	5,500.00	5,500.00	5,190.49	( 309.51)	94.37	5,265.88
205-47000-383 GAS UTILITIES	4,200.00	4,200.00	5,407.34	1,207.34	128.75	4,818.60
205-47000-384 REFUSE HAULING	6,000.00	6,000.00	3,940.42	( 2,059.58)	65.67	5,686.74
<b>TOTAL OTHER SERVICES &amp; CHARG</b>	<b>42,550.00</b>	<b>42,550.00</b>	<b>36,882.96</b>	<b>( 5,667.04)</b>	<b>86.68</b>	<b>39,650.73</b>
<i>MISCELLANEOUS</i>						
205-47000-401 REP & MAINT-BLDG/STRUCTURES	20,000.00	20,000.00	23,911.30	3,911.30	119.56	40,340.82
205-47000-413 BNSF PARKING LOT LEASE	2,500.00	2,500.00	2,568.97	68.97	102.76	2,494.15
205-47000-489 OTHER CONTRACTED SERVICES	5,000.00	5,000.00	.00	( 5,000.00)	.00	.00
205-47000-494 PARKING LOT/EXTERIOR PROJECT	480,000.00	480,000.00	376,172.47	( 103,827.53)	78.37	.00
205-47000-496 MALL CAPITAL EQUIPMENT	.00	.00	63,410.78	63,410.78	.00	13,797.53
205-47000-498 TENANT BUILD OUT	.00	.00	5,787.50	5,787.50	.00	.00
205-47000-499 MALL ROOF PROJECT	.00	.00	.00	.00	.00	306.39
<b>TOTAL MISCELLANEOUS</b>	<b>507,500.00</b>	<b>507,500.00</b>	<b>471,851.02</b>	<b>( 35,648.98)</b>	<b>92.98</b>	<b>56,938.89</b>
<b>TOTAL MALL OPERATING EXPENSES</b>	<b>622,604.00</b>	<b>622,604.00</b>	<b>561,486.09</b>	<b>( 61,117.91)</b>	<b>90.18</b>	<b>154,138.97</b>

**CITY OF CAMBRIDGE**  
 DETAIL EXPENDITURES WITH COMPARISON TO BUDGET  
 FOR THE 11 MONTHS ENDING NOVEMBER 30, 2023

**FUND 205 - EDA ADMIN FUND**

	ADOPTED BUDGET	AMENDED BUDGET	YTD ACTUAL	UNUSED/ UNEARNED	% OF BUDGET	PRIOR YR YTD ACTUAL
TOTAL FUND EXPENDITURES	805,528.00	843,528.00	675,029.55			323,140.53
NET REVENUES OVER EXPENDITURE	( 575,528.00)	( 613,528.00)	( 423,150.93)			205,691.81

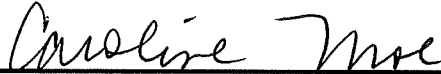
CAMBRIDGE EDA MEETING  
 January 16, 2024  
 BILLS LIST

Disbursement Type:	Date:	Check Numbers:	<b>Submitted For Approval</b>
Prepaid Checks	12/13/2023	127906 - 127972	23,523.76
Prepaid Checks	12/20/2023	127985 - 128028	22,236.66
Prepaid Checks	12/27/2023	128044 - 128081	476.30
Prepaid Checks	1/3/2024	128094 - 128135	8,069.35
Prepaid Totals			54,306.07

**TOTAL SUBMITTED FOR APPROVAL**


\$54,306.07

I certify that the amounts listed above and detailed as attached, represent a complete and accurate representation of EDA disbursements from 12/7/23-1/3/24.


1/5/2024

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Caroline Moe, Director of Finance signature & date


1/5/2024

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Linda Gerlach, Finance Clerk signature & date

Vendor	Vendor Name	Description	Net Invoice Amount
70	Adam's Pest Control, Inc.	Pest Control - Bridge Park	145.00
	Total 70:		145.00
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
	Total 1140:		4.60
1553	DW Companies LLC	Salt/Sand - Bridge Park	300.00
	Total 1553:		300.00
1595	Douglas-Kerr Underground, L	2023 City Parking Lot Improvements - Pay App No 4	17,813.96
	Total 1595:		17,813.96
2536	Independent Testing Tech. Inc	City Parking Lot Reconstruction - I.T.T. Project #23-122	1,200.00
	Total 2536:		1,200.00
4011	NAC Mechanical & Electrical	Repairs & Maint Bldgs/Structures - Mall	372.00
	Total 4011:		372.00
4175	Northern Edge Carpet & Vinyl	Install Vinyl Flooring - Bridge Park	3,088.20
	Total 4175:		3,088.20
4567	Precision Property Maintenanc	Fall Clean Up & Shrub Trimming Bridge Park	400.00
	Total 4567:		400.00
5261	Star Quality Glass	Service Call - Mall	200.00
	Total 5261:		200.00
	Grand Totals:		23,523.76

Dated: 12/13/2023

City Treasurer: Caroline Hove

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/23	12/13/2023	127906	70	Adams Pest Control - Main	901-20100	145.00
12/23	12/13/2023	127918	1140	Cintas Corporation	205-20100	4.60
12/23	12/13/2023	127925	1595	Douglas-Kerr Underground, LLC	205-20100	17,813.96
12/23	12/13/2023	127926	1553	DW Companies LLC	901-20100	300.00
12/23	12/13/2023	127938	2536	Independent Testing Tech. Inc.	205-20100	1,200.00
12/23	12/13/2023	127958	4011	NAC Mechanical & Electrical Services	205-20100	372.00
12/23	12/13/2023	127962	4175	Northern Edge Carpet & Vinyl LLC	901-20100	3,088.20
12/23	12/13/2023	127967	4567	Precision Property Maintenance	901-20100	400.00
12/23	12/13/2023	127972	5261	Star Quality Glass	205-20100	200.00
Grand Totals:						23,523.76



Vendor	Vendor Name	Description	Net Invoice Amount
152	All Pride Plumbing Inc	Plumbing Mondo's Pet Depot - 50% Payment	5,250.00
	Total 152:		5,250.00
958	Capital One	Tenant Services - Bridge Park	72.04
	Total 958:		72.04
969	Cardmember Service	Training - D. Barrett	225.00
969	Cardmember Service	Chamber Monthly Luncheon - A. Smith	15.00
969	Cardmember Service	Training - A. Smith	350.00
	Total 969:		590.00
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
	Total 1140:		4.60
3006	Kramer Mechanical Plumbing	Repair & Maint - Bridge Park	1,020.63
3006	Kramer Mechanical Plumbing	Repair & Maint - Bridge Park	252.72
	Total 3006:		1,273.35
3521	Menards	Maintenance Supplies - Mall	34.18
3521	Menards	Materials - Operating Supplies - Bridge Park	119.35
3521	Menards	Materials - Operating Supplies - Bridge Park	17.56
3521	Menards	Materials - Operating Supplies - Bridge Park	13.45
	Total 3521:		149.42
4160	North Grid Electric	Electrical Mondo's Pet Depot - 50% Payment	2,437.50
	Total 4160:		2,437.50
4942	Sawmark Construction, LLC	Demo/Remodel Mondo's Pet Depot - 25% Payment	2,893.75
	Total 4942:		2,893.75
5172	Sonshine Coatings	Floor Contractor Mondo's Pet Depot - 50% Payment	9,566.00
	Total 5172:		9,566.00
	Grand Totals:		22,236.66

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Vendor	Vendor Name	Description	Net Invoice Amount
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Dated: 12-20-23

City Treasurer: Caroline Mol

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/23	12/20/2023	127985	152	All Pride Plumbing Inc	205-20100	5,250.00
12/23	12/20/2023	127990	958	Capital One	901-20100	72.04
12/23	12/20/2023	127991	969	Elan Financial Services	205-20100	590.00
12/23	12/20/2023	127994	1140	Cintas Corporation	205-20100	4.60
12/23	12/20/2023	128008	3006	Kramer Mechanical Plumbing & Heating Inc	901-20100	1,273.35
12/23	12/20/2023	128014	3521	Menards	205-20100	34.18
12/23	12/20/2023	128015	3521	Menards	901-20100	115.24
12/23	12/20/2023	128021	4160	North Grid Electric	205-20100	2,437.50
12/23	12/20/2023	128026	4942	Sawmark Construction, LLC	205-20100	2,893.75
12/23	12/20/2023	128028	5172	Sonshine Coatings	205-20100	9,566.00
Grand Totals:						<u>22,236.66</u>

Vendor	Vendor Name	Description	Net Invoice Amount
444	Bassing Electric	Electrical Service Work - Bridge Park	291.32
	Total 444:		291.32
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
	Total 1140:		4.60
1170	City Laundering Co.	Rugs - DMV and Mall	85.00
	Total 1170:		85.00
3543	Metro Sales, Inc.	Ricoh MP C2004 Color Copier Rental - Bridge Park	33.53
	Total 3543:		33.53
5801	Verizon Wireless	wireless phone service - Maintenance	20.62
5801	Verizon Wireless	wireless phone service - Bridge Park	41.23
	Total 5801:		61.85
	Grand Totals:		476.30

Dated: 12-27-23

City Treasurer: Caroline Murt

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
12/23	12/27/2023	128044	444	Bassing Electric	901-20100	291.32
12/23	12/27/2023	128052	1140	Cintas Corporation	205-20100	4.60
12/23	12/27/2023	128053	1170	City Laundering Co.	205-20100	85.00
12/23	12/27/2023	128070	3543	Metro Sales, Inc.	901-20100	33.53
12/23	12/27/2023	128081	5801	Verizon Wireless	901-20100	61.85
Grand Totals:						<u>476.30</u>

Vendor	Vendor Name	Description	Net Invoice Amount
1140	Cintas Corporation	Uniform Rental - Maintenance	4.60
Total 1140:			4.60
1613	Dusty's Drain Cleaning, Inc.	Repairs & Maint Labor Bldgs - Mall	645.00
Total 1613:			645.00
3006	Kramer Mechanical Plumbing	Repair & Maint - Bridge Park	1,331.86
Total 3006:			1,331.86
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance February	1,281.60
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance February	801.00
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance February	1,201.50
3258	I.U.O.E. Local 49 Fringe Bene	Health Insurance February	400.50
Total 3258:			3,684.60
3501	MEI Total Elevator Solutions	January Monthly Service - Bridge Park	298.79
Total 3501:			298.79
4919	Squires, Waldspurger & Mace	October Legal Expense	72.00
4919	Squires, Waldspurger & Mace	November Legal Expense	288.00
4919	Squires, Waldspurger & Mace	December Legal Expense	828.00
Total 4919:			1,188.00
5965	White Bear IT Solutions LLC	Service Agreement, Backup Service, Endpoint Protecti	458.25
5965	White Bear IT Solutions LLC	Service Agreement, Backup Service, Endpoint Protecti	458.25
Total 5965:			916.50
Grand Totals:			8,069.35

Dated: 1/3/2024

City Treasurer: 

GL Period	Check Issue Date	Check Number	Vendor Number	Payee	Check GL Account	Amount
01/24	01/03/2024	128094	1140	Cintas Corporation	205-20100	4.60
01/24	01/03/2024	128099	1613	Dusty's Drain Cleaning, Inc.	205-20100	645.00
01/24	01/03/2024	128106	3258	I.U.O.E. Local 49 Fringe Benefit Fund	901-20100	3,684.60
01/24	01/03/2024	128115	3006	Kramer Mechanical Plumbing & Heating Inc	901-20100	1,331.86
01/24	01/03/2024	128117	3501	MEI Total Elevator Solutions	901-20100	298.79
01/24	01/03/2024	128127	4919	Squires, Waldspurger & Mace, P.A.	901-20100	1,188.00
01/24	01/03/2024	128135	5965	White Bear IT Solutions LLC	901-20100	916.50
Grand Totals:						8,069.35

**3D**

**Date:** *January 16, 2024*

**To:** *EDA Board of Commissioners*

**From:** *Debra Barrett, Housing Supervisor*

**Re:** *Report on EDA Housing Operations*

**Public Housing:**

- *Bridge Park is 100% occupied.*
- *Submitted Federal Labor Standards Agency Monitoring Review to HUD.*
- *Bridge Park has been awarded \$114,180 for the 2024 Operating Funds.*
- *Distributed Certificate of Rent paid to current public housing residents and residents who vacated in 2023.*
- *Resident meeting is on January 11, 2024. Annual Recertification Packets will be handed out to residents that attend; the rest of the residents will need to pick up their packet from the office.*
- *Quarterly inspections will be conducted later in January.*



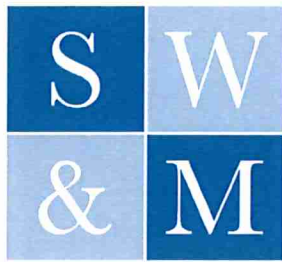
Prepared by: Deb Barrett

**Background:**

Staff had Squires Waldspurger & Mace, P.A. review Bridge Park Apartments residential lease to determine necessary changes to comply with recent changes to Minnesota housing laws. Attached is the letter from Squires Waldspurger & Mace, P.A. with the recommended changes along with the updated sample lease.

**Recommendation:**

The Cambridge EDA Board to approve the recommended changes to the Residential Lease for Bridge Park Apartments.



Squires  
Waldspurger  
& Mace, P.A.

Jay T. Squires\*†  
Michael J. Waldspurger\*  
Amy E. Mace  
Trevor S. Helmers\*  
John P. Edison\*  
Liz J. Vieira  
Kristin C. Nierengarten  
Zachary J. Cronen  
Michael J. Ervin

Tessa S. Wagner  
Abigail R. Kelzer  
Marcus B. Jardine  
Victoria M. Callander  
William M. Seiler  
Dalia N. Istephanous  
Molly M. Fischl  
Thomas M. Jorgensen  
Alexander P. Halladay  
Craig W. Hardie

\*Also Admitted in Wisconsin  
†Real Property Specialist Certified - MN State Bar Association

**CONFIDENTIAL: Subject to Attorney-Client Privilege**

December 12, 2023

Caroline Moe, Director of Finance  
City of Cambridge  
300 Third Avenue NE  
Cambridge, MN 55008

RE: Economic Development Authority Lease Agreements  
Our File No. 4023-0001

Dear Caroline:

We have reviewed the Cambridge Economic Development Authority's (EDA) public housing lease for Bridge Park Apartments. For the EDA to comply with changes to Minnesota housing laws, we have suggested certain modifications to the lease as explained below. We have enclosed a copy of the relevant lease provisions with proposed revisions as indicated. Additionally, we explain how Minnesota's legalization of cannabis intersects with the Department of Housing and Urban Development's (HUD) requirements for drug-free premises.

**Cannabis Legalization and Drug Free Housing**

As you know, personal consumption and use of cannabis is now legal in Minnesota. However, federal law continues to classify cannabis as a controlled substance that is prohibited in public housing governed by HUD regulations. 21 U.S.C. §801. Failure to comply with federal law could place the EDA's HUD funding at risk.

Where there is a direct conflict between federal law and state law with respect to cannabis, the EDA must comply with federal law. Recipients of HUD funding must strictly comply with HUD requirements. When a state law "actually conflicts with federal law," the federal law takes priority. *Hous. & Redevelopment Auth. of Duluth v. Lee*, 832 N.W.2d 868, 873 (Minn. App. 2013), *aff'd*, 852 N.W.2d 683 (Minn. 2014). Thus, where there is a conflict between the two, we have left the lease aligned with federal law.

HUD prohibits PHAs from granting leases to current users of controlled substances, including users of marijuana/ cannabis. The EDA must continue to enforce this requirement, regardless of Minnesota law.

Under the new cannabis law, Minnesota landlords cannot prohibit tenants from legal possession of any cannabis products, and use of the same (except landlords may prohibit combustion and vaporization). Minn. Stat. § 504B.171, subd. 1(c). However, the EDA must continue to prohibit possession and use of cannabis because it is a federal controlled substance. HUD requires PHAs to have policies allowing for the termination of tenancy based on controlled substance use or possession. Based on these requirements, the lease continues to prohibit cannabis. However, if the EDA intends to pursue eviction or lease termination based on cannabis use, we should be consulted to provide a more detailed analysis of the risks.

### **Crime-Free Requirements**

The 2023 legislative session established new requirements for crime-free lease provisions. Although the requirements do not take effect until June 1, 2024, we have proposed one set of revisions so all the 2024 leases will be compliant with the changes.

The new language limits the circumstances in which a landlord may pursue eviction based on a tenant's criminal conduct. Conduct occurring off the premises can establish such grounds only if it would constitute a "crime of violence." applies only to If a tenant, household member, or guest engages in conduct that would constitute a "crime of violence," such as murder, assault, and criminal sexual conduct. Minn. Stat. § 624.712, subd. 5. If the victim of such conduct is another tenant, a tenant's guest, or a City employee, the lease may be terminated based on conduct that would constitute a crime, regardless of charges or a conviction. Minn. Stat. § 504B.171, subd. 2a. However, if the conduct is against a victim unrelated to the property, the EDA may only pursue eviction once there is a conviction. *Id.*

Officially, the statute distinguishes between "the premises, common area, and curtilage of the premises" and off-premises conduct. *Id.* Curtilage is a legal term that generally includes the area adjacent to a property. To avoid confusion over the language, we have used "surrounding area" in the lease.

To ensure the Crime-Free provisions of the lease align with this new law, we have proposed revisions to Paragraphs 5f and 16n. We proposed new language for Paragraph 16o and p, followed by renumbering of the remaining sections.

Paragraph 26 also governs crime-free housing. However, it does not require revisions because it only addresses conduct on or near the apartment complex. We have proposed a few revisions for clarification.

### **Tenant Termination of Lease for Infirmary**

The legislature passed a new statute allowing tenants to, under certain conditions, terminate a lease due to a health condition. Minn. Stat. § 504B.266. Because these provisions are similar to the lease language governing incapacity, we have incorporated them into the existing Paragraph 19.

A tenant may terminate a lease for infirmity when a medical professional has determined they need to move into a medical care facility, such as a nursing home, hospice care, or assisted living facility. Minn. Stat. § 504B.266, subd. 2(a). The medical professional must also certify that the tenant requires assistance with activities of daily living, meets nursing facility criteria, or has a disability that reduces the tenant's self-sufficiency. *Id.* There are specific procedural requirements a tenant must meet, including providing two-months notice of termination.

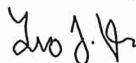
This new statute also considers tenants to meet the infirmity criteria if they need to move into an accessible unit based on a disability. However, if the landlord has an accessible unit available within two months, the landlord may make that unit available rather than allowing the tenant to terminate the lease.

Because infirmity is governed by statute and the statute does not require it to be incorporated into the lease, the EDA does not need to include specific language addressing it. However, we think it would be helpful to the tenants and EDA to reference the statute so a tenant is aware of the provisions.

### **Closing**

Please let us know if you or the EDA have any questions.

Very Truly Yours,



Liz J. Vieira

Thomas M. Jorgensen

**CAMBRIDGE ECONOMIC DEVELOPMENT AUTHORITY  
PUBLIC HOUSING LEASE  
BRIDGE PARK APARTMENTS**

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**RESIDENT (s):** (D.O.B. 0/00/000)  
**Dependents(s):** NA

**MANAGEMENT:** Cambridge Economic Development Authority

**STREET ADDRESS OR PREMISES (“Apartment”).** 121 S Fern Street #  
Cambridge, MN 55008

**APARTMENT#: DURATION OF LEASE:** (Enter number of months).

**STARTING DATE OF LEASE:** November 1, 2023

**DATE THIS LEASE ENDS-12 NOON ON:** November 30, 2023

**NOTICE PERIOD:** (The NOTICE PERIOD is two full months unless this Lease states a different notice period.): 2 FULL MONTHS PRIOR TO THE 1st OF THE MONTH.

**MONTHLY APARTMENT RENT DUE ON 1<sup>st</sup> OF THE MONTH:** \$00

**SERVICE CHARGE:** \$25 AFTER THE 5<sup>TH</sup> OF THE MONTH.

**OTHER MONTHLY RENT CHARGES** (e.g., freezer, and head bolt heater).

**TOTAL MONTHLY RENT:** \$00      **SECURITY DEPOSIT:** \$1010.00

(The following is required by Minnesota Statutes, Section 504b.181)

**Authorized Manager of Apartment:** Cambridge Economic Development Authority

**Address:** 121 S Fern Street. Cambridge, MN 55008

**An owner of the premises or an agent authorized to accept service of process and receive and give receipts for notices and demand is:**

**Cambridge Economic Development Authority**

**121 S Fern Street. Cambridge, MN 55008**

- PARTIES AND DWELLING UNIT:** The parties to this Lease are Cambridge Economic Development Authority, referred to as Landlord, and, the occupying family, referred to as the tenant. The Landlord leases to the tenant the premises located at:  
**121 South Fern Street, Apartment # .**

The premises leased are for the exclusive use and occupancy of the tenant and the tenant’s household consisting of the following named persons who will live in the dwelling unit:



Any additions to the household members listed above require the advance written approval of the Landlord and must be reported to the landlord within 10 days. This includes live-in Aides and foster children or adults, but excludes natural births. The Landlord shall approve the additions if they pass the screening and an appropriate size unit is available. Deletions from the household shall be reported to the Landlord within ten (10) days.

Tenant agrees to wait for the Landlord's approval before allowing additional persons to move into the dwelling unit. Failure on the part of the tenant to comply with this provision is a serious violation of the material terms of the lease and may result in termination of the lease.

2. **LEASE TERM:** This Lease shall begin 11/01/2023. The term shall be one year and shall renew automatically for a month-to-month lease, unless terminated as provided by this Lease.
3. **RENTAL PAYMENT:** Tenant shall pay monthly rent of **\$00.00**. If this Lease begins on a day other than the first day of the month the prorated rent is **\$00.00**. The first month's rent shall be \$00.00. This rent is based on the Authority-determined flat rent for this unit \_\_\_\_\_. This rent is based on the income \_X\_ and other information reported by the tenant. Income (Check one).

Families may change rent calculation methods at any recertification. Households who have chosen the flat rent option may request a reexamination and change to the formula-based method at any time if the household's income has decreased, their on-going expenses for such purposes as child care and medical care have changed or any other circumstances that create a hardship for the family that would be alleviated by a change.

This amount is due on the first day of each month at the Cambridge Economic Development Authority office and shall remain in effect until adjusted in accordance with the provisions of this lease. If a reasonable accommodation on where to pay rent is needed, other arrangements can be made. If tenant fails to make the rent payment by the fifth day of the month, a notice to vacate will be issued to the tenant. A \$25 late charge to cover the added costs of a rent received after the fifth day of the month whichever is greater after the fifth day of the month. A check returned for non-sufficient funds shall be considered non-payment of rent and in addition to the late charge a \$25 returned check fee will be charged. **Cash payments will not be accepted.**

In the event legal proceedings are required to recover possession of the premises, the tenant will be charged with the actual cost of such proceedings.

4. **SECURITY DEPOSIT:** The tenant will pay the amount of **\$1010.00** to the Landlord as a Security Deposit. With the approval of the Landlord, the Security Deposit may be made in three payments – paid \$.00 in advance, \$.00 due on , and final payment of \$.00 due on . If Security Deposit payments are not paid by the 5<sup>th</sup> of the month, there will be a \$25.00 late fee added. The Landlord will hold this security deposit for the period the tenant

occupies the dwelling unit. The Landlord shall not use the Security Deposit for rent or other charges while the tenant is living in the dwelling unit.

Within 21 days after the tenant has permanently moved out of the dwelling unit, the Landlord shall return the Security Deposit with interest at the rate provided by State law after deducting whatever amount is needed to pay the cost of:

- a. unpaid rent;
- b. repair of damages that exceed normal wear and tear as listed on the Move-Out Inspection Report; and
- c. other charges due under the Lease.

Interest begins to accrue on the first day of the month following the full payment of the Security Deposit and runs to the last day of the month in which the Landlord returns the Security Deposit.

The Landlord shall provide the tenant with a written list of any charges made against the Security Deposit. If the tenant disagrees with the amounts deducted, the Landlord will meet with the tenant to discuss the charges.

5. **OCCUPANCY:** The tenant shall use the premises as a private dwelling for himself or herself and the person named in of this Lease and shall not permit its use for any other purpose without the written permission of the Landlord.

The tenant shall not:

- a. permit any persons other than those listed above to reside in the dwelling unit for more than fourteen (14) days each year without obtaining the prior written approval of the Landlord;
- b. sublet or assign the unit, or any part of the unit;
- c. engage in or permit unlawful activities in the unit, in the common areas, or on the property grounds;
- d. act or allow household members or guests to act in a manner that will disturb the rights or comfort of neighbors;
- e. permit any member of the household, a guest, or another person under the tenant's control to engage in any criminal activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other residents or Authority employees;
- f. permit any member of the household, a guest, or another person under the tenant's control to engage in any violent or drug-related criminal activity on ~~or off~~ the premises **or surrounding area**.
- g. have pets or animals of any kind in the dwelling unit without the prior execution of a lease addendum with the landlord permitting pets.
- h. be absent from the unit for more than fourteen (14) consecutive days without receiving the authorization of the landlord.

- i. display, use, or possess or allow members of the tenant’s household or guest to display, use, or possess any illegal firearms (operable or inoperable) or other illegal weapons as defined by the laws and courts of the State of Minnesota anywhere on the property of the Economic Development Authority.
- j. act uncooperative manner with neighbors and landlord’s employees. Act or speak in abusive or threatening manner toward neighbors or landlord’s employees.
- k. smoke anywhere in the building. **Smoking is not allowed in individual apartments including e-cigarettes.** (The Board adopted a no smoking policy on December 5, 2005. This policy change is in accordance with State and Federal Laws allowing no smoking regulations in apartments). **If tenant or tenant’s guest(s) is found smoking in their apartment, tenant will receive one written Lease Violation, second time tenant will be given a 15-day notice to vacate.**

With the written permission of the Landlord, the tenant can incidentally use the premises for legally permissible income producing purposes so long as the business does not infringe on the rights of other tenants. All such business-related uses of the premises must meet all zoning requirements and the tenant must have the proper business licenses.

The tenant has the right to exclusive use and occupancy of the dwelling unit, which includes reasonable accommodation of the tenant's guests, visitors and, with the consent of the Landlord, foster children and/or adults and the live-in care giver of the tenant's family.

- 6. **CONDITION OF DWELLING:** By signing this Lease and the Unit Inspection Report, the tenant acknowledges that the dwelling unit is safe, clean and in good condition, and that all appliances and equipment in the dwelling unit are in good working order as described on the Move-in Unit Inspection Report. This report, signed by both the tenant and Landlord, is attached to this Lease.

At the time of move out, the Landlord shall complete another inspection of the dwelling unit. When the tenant notifies the Landlord of his or her intent to vacate, the Landlord shall advise the tenant of their opportunity to participate in the move-out inspection.

- 7. **UTILITIES:** The Landlord shall provide the following utilities as a part of this lease agreement but shall not be liable for the failure to provide service if beyond its control:

LANDLORD PAID UTILITES	
Heat	Cooking Fuel
Electricity	Hot water
Water/Sewer	Trash

**EXCESS UTILITY SURCHARGES:** In addition to monthly rent, the tenant shall pay the amounts for excess utility consumption of tenant furnished major appliances listed below.



ITEM	AMOUNT TENANT PAYS
Food Freezers	\$ 5.00 per month
Headbolt Heater	\$ 15.00 per December, Jan., February

8. **RENT RECERTIFICATIONS:** Each year, by the date specified by the Landlord, tenants who are paying rent based on their income shall provide updated information regarding income, assets, expenses, and family composition. The Landlord shall verify the information supplied by the tenant and use the verified information to establish the amount of the tenant's rent for the next year. At the time of the annual review, the landlord shall advise the tenant of any income that will be excluded from consideration. Increased earnings due to employment shall be excluded during the twelve-month period following hire for families whose income has increased because of the employment of a family member who was previously unemployed for one or more years, because of participation in a self-sufficiency program or was assisted by a State TANF program within the last six months.

Income reviews will be held every third year for tenants choosing the flat rent option. Tenants who have chosen this option will be notified at the appropriate time for their recertification.

At the time of the review appointment the tenant may elect to change his or her rent choice option.

In cases where annual income cannot be projected for a twelve-month period or the tenant is reporting no income and tenant has chosen the percentage of income rent option, the Landlord will schedule special rent reviews every sixty (60) days. In addition, the tenant may request a change in the rent choice option before the date of the review if the family experiences a decrease in income; their circumstances have changed increasing their expenses for child care, medical, etc.; or other circumstances create a hardship on the family such that the formula method would be more financially feasible for the family.

Tenants paying rent based on income may meet with the Landlord to discuss any change in rent resulting from the recertification process; and, if the tenant does not agree with the determination of tenant rent, the tenant may request a hearing in accordance with the landlord's grievance procedures.

9. **INTERIM RENT ADJUSTMENTS:** Tenants must promptly report to the Landlord any of the following changes in household circumstances when they occur between Annual Rent Recertifications:

- a. A member has been added to the family through birth, adoption, or court-awarded custody.
- b. A household member is leaving or has left the family unit.
- c. Any increase in annual income (for tenants paying rent based on their income).

In addition, tenants paying rent based on a percentage of income may report the following activities that occur between Annual Rent Recertifications:

- a. A decrease in annual income;
- b. Childcare expenses for children under the age of 13 that is necessary to enable a member of the household to be employed or to go to school;
- c. handicapped assistance expenses, which enable a family member to work;
- d. medical expenses of elderly, disabled, or handicapped headed households that are not covered by insurance; or
- e. Other family changes that impact their adjusted income.

Notwithstanding the provisions listed above, a tenant's rent shall not be reduced if the decrease in the family's annual income is caused by a reduction in the welfare or public assistance benefits received by the family that is a result of the tenant's failure to comply with the conditions of the assistance program requiring participation in an economic self-sufficiency program or other work activities. In addition, if the decrease in the family's annual income is caused by a reduction in welfare or public assistance benefits received by the family that is the result of an act of fraud, such decrease in income shall not result in a rent reduction. In such cases, the amount of income to be attributed to the family shall include what the family would have received had they complied with the welfare requirements or had not committed an act of fraud.

For purposes of rent adjustments, the reduction of welfare or public assistance benefits to a family that occurs as a result of the expiration of a time limit for the receipt of assistance will not be considered a failure to comply with program requirements. Accordingly, a tenant's rent will be reduced as a result of such a decrease.

The Landlord shall verify the information provided by the tenant to determine if a decrease in the rent is warranted.

If the tenant receives a letter or notice from HUD concerning the amount or verification of family income the communication shall be brought to the Landlord's office within 30 calendar days.

- 10. **EFFECTIVE DATE OF RENT CHANGE:** The Landlord shall give the tenant written notice of any change in the tenant's rent. The notice shall be signed by the Landlord, state the new amount the tenant is required to pay, and the effective date of the new rental amount.

- a. Rent Decreases: The Landlord shall process rent decreases so that the lowered rent amount becomes effective on the first day of the month after the tenant reports the

change in household circumstances. This rent change may be made retroactive to the appropriate date if less than five (5) working days have been given to the Landlord to process this change.

- b. Rent Increases: The Landlord shall process rent increases so that the tenant is given no less than 30 days advance written notice of the amount due.

Once the rental rate is established, it shall remain in effect until the effective date of the next annual review, unless another interim review and change is warranted or the tenant elects to change to or from flat rent calculation method.

- 11. **RESIDENT OBLIGATION TO REPAY**: Tenants who pay rent based on income shall reimburse the Landlord for the difference between the rent that was paid and the rent that should have been charged if proper notice of income change had been given and if the following circumstances occur:

- a. Tenant does not submit rent review information by the date specified in the Landlord's request; or
- b. Tenant submits false information at admission or at annual, special, or interim review.

Tenant is not required to reimburse the Landlord for undercharges caused solely by the Landlord's failure to follow U.S. Department of Housing and Urban Development's procedures for computing rent.

- 12. **MAINTENANCE**:

The Tenant Agrees To:

- a. keep the dwelling unit and any other areas assigned for the tenant's exclusive use in a clean and safe condition;
- b. use all appliances, fixtures and equipment in a safe manner and only for the purposes for which they are intended;
- c. not litter the grounds or common areas of the property;
- d. not undertake, or permit his or her family or guests to undertake any hazardous acts or do anything that will damage the property;
- e. not destroy, deface, damage or remove any part of the dwelling unit, common areas, or property grounds;
- f. give the Landlord prompt notice of any defects in the plumbing, fixtures, appliances, heating equipment or any other part of the unit or related facilities;
- g. not park unregistered or un-inspected vehicles on the property or park any vehicle in an unauthorized location;
- h. remove garbage and other waste from the dwelling unit in a clean and safe manner; and
- i. pay reasonable charges for the repair of damages other than normal wear and tear to the premises, development buildings, facilities or common areas caused by the tenant, his or her household or guests, and to do so within 30 days after the receipt of the

Landlord's itemized statement of the repair charges. The damage and service charge schedule is posted in the Landlord's office. If the item is not listed on the schedule, the tenant shall be charged the actual cost the Landlord incurred.

- j. promptly notify the Landlord of known need for repairs to the dwelling unit, and or known unsafe or unsanitary conditions in the dwelling unit or in common areas and grounds of the building. Tenant's failure to report the need for repairs in a timely manner shall be considered to contribute any damage that occurs.

The Landlord Agrees To:

- a. maintain the premises and the property in decent and safe condition;
- b. comply with requirements of applicable building codes, housing codes materially affecting health and safety, and U.S. Department of Housing and Urban Development regulations;
- c. make necessary repairs to the premises;
- d. keep property buildings, facilities and common areas, not otherwise assigned to the tenant for maintenance and upkeep, in a clean and safe condition;
- e. maintain in good and safe working order and condition electrical, plumbing, sanitary, heating, ventilating, and other facilities and appliances, including elevators, supplied or required to be supplied by the Landlord;
- f. provide and maintain appropriate receptacles and facilities for the deposit of garbage, rubbish, and other waste removed from the premises by the tenant; and
- g. supply running water and reasonable amounts of hot water and heat at appropriate times of the year (according to local customs and usage) except where heat or hot water is generated by an installation within the exclusive control of the tenant and supplied by a direct utility connection.

If the dwelling unit is rendered uninhabitable, regardless of cause:

- a. The tenant shall immediately notify the Landlord;
- b. The Landlord shall be responsible for repair of the unit within a reasonable time. If the tenant, household members or guests caused the damage, the reasonable cost of the repairs shall be charged to the tenant.
- c. The Landlord shall offer standard alternative accommodations, if available, when necessary repairs cannot be made within a reasonable time.
- d. The Landlord shall make a provision for rent abatement in proportion to the seriousness of the damage and loss in value if repairs are not made within a reasonable time. No abatement of rent shall occur if the tenant rejects the alternative accommodations or if the tenant, tenant's household, or guests caused the damage.

13. **RESTRICTION ON ALTERATIONS:** The tenant shall not do any of the following without first obtaining the Landlord's written permission:

- a. dismantle, change or remove any part of the appliances, fixtures or equipment in the dwelling unit;
- b. paint or install wallpaper or contact paper in the dwelling unit;

- c. no nails or screws used to attach an item may be hammered into the entry door;
- d. attach or place any fixtures, signs, or fences on the building(s), the common areas, or the property grounds;
- e. attach any shelves or other permanent improvements in the dwelling unit;
- f. install or alter carpeting, resurface floors or alter woodwork;
- g. install washing machines, dish washers, dryers, fans, or heaters in the dwelling unit;
- h. place any aerials, antennas or other electrical connections on the dwelling unit;
- i. install additional or different locks on any doors or windows of the dwelling unit; or
- j. operate a business as an incidental use in the dwelling unit.

14. **ACCESS BY LANDLORD:** The Landlord shall provide twenty- four-hour (24) verbal/ written advance notice to the tenant of his or her intent to enter the dwelling unit for the purpose of performing routine inspections and preventive maintenance, extermination or to show the dwelling unit for re-renting. The notice shall specify the date, time, and purpose for the entry. The tenant shall permit the Landlord, his or her agents, or other persons, when accompanied by the Landlord, to enter the dwelling unit for these purposes. In the event that the tenant and all adult members of the household are absent from the dwelling unit at the time of entry, the Landlord shall leave a card stating the date, time and name of the person entering the dwelling unit and the purpose of the visit.

Landlord may enter individual apartments without advance notice when there is reasonable cause to believe an emergency exists or for the purpose of verification of compliance with the smoking restrictions. No prior notice is necessary where Landlord has reason to believe the restrictions are being violated. Entry for inspection is deemed to be a reasonable business purpose under Minn. Stat. 504B.211, subd. 3(6)."

When the Tenant calls to request maintenance on the unit, the Landlord shall attempt to provide such maintenance at a time convenient to the Tenant. If the Tenant is absent from the dwelling unit when the Landlord comes to perform maintenance, the Tenant's request for maintenance shall constitute permission to enter.

15. **SIZE OF DWELLING:** The tenant understands that the Landlord assigns dwelling units according to the Occupancy Standards published in its Admissions and Continued Occupancy Policy (ACOP). The Standards consider the type (such as dwelling units designed for the elderly or handicapped) It is the PHAs discretion to consider transfer request from tenants. The types of requests which the Cambridge EDA will consider are as follows:

- 1. When a transfer is needed to alleviate verified medical problems of serious or life-threatening nature.
- 2. When there has been a verified threat of physical harm or criminal activity. Such circumstances would be at the PHA's discretion, including an assessment by law enforcement indication that a family member is the actual or potential victim of a criminal attack, retaliation for testimony, a hate crime, or domestic violence, sexual assault or stalking.

3. When a family request a transfer as a reasonable accommodation: Examples of a reasonable accommodation transfer include, but are not limited to, a transfer to a first floor unit for a person with mobility impairment, or a transfer to a unit with accessible features.

Current ACOP Policy states that tenants requesting to transfer to a larger size unit will be denied for a period of two years from the date of admission, unless it is needed to provide a reasonable accommodation. Additionally, when a transfer is at the request of the family, it will not be approved unless the family is in good standing with the Cambridge Economic Development Authority. This means the family must be in compliance with their lease, current in all payments to the Housing Authority and must pass a housekeeping inspection.

16. **LEASE TERMINATION BY LANDLORD:** Any termination of this Lease shall be carried out in accordance with U.S. Department of Housing and Urban Development regulations, State and local law, and the terms of this Lease.

The Landlord shall not terminate or refuse to renew the Lease other than for serious or repeated violation of material terms of the Lease, such as, but not limited to, the following:

- a. nonpayment of rent or other charges due under the Lease (i.e. utilities), or repeated chronic late payment of rent (four times in a twelve month period);
- b. failure to provide timely and accurate statements of income, assets, expenses and family composition at Admission, Interim, Special or Annual Rent Recertifications, to attend scheduled reexamination interviews or to cooperate in the verification process if the tenant has chosen to pay rent based on a percentage of income;
- c. furnishing false or misleading information during the application or review process;
- d. assignment or subleasing of the premises or providing accommodation for boarders or lodgers;
- e. use of the premises for purposes other than solely as a dwelling unit for the tenant and tenant's household as identified in this Lease, or permitting its use for any other purpose without the written permission of the Landlord;
- f. failure to abide by necessary and reasonable rules made by the Landlord for the benefit and well being of the housing development and the tenants;
- g. failure to abide by applicable building and housing codes materially affecting health or safety;
- h. failure to dispose of garbage, waste and rubbish in a safe and sanitary manner;
- i. failure to use electrical, plumbing, sanitary, heating, ventilating, air conditioning and other equipment, including elevators, in a safe manner;
- j. acts of destruction, defacement or removal of any part of the premises, or failure to cause guests to refrain from such acts;
- k. failure to pay reasonable charges for the repair of damages to the premises, property buildings, facilities or common areas;
- l. any activity that threatens the health, safety, or right to peaceful enjoyment of the premises by other tenants or employees of the authority;

- m. failure to abide by the provisions of the pet policy;
- n. any violent or drug-related criminal activity on ~~or off~~ the premises, **or surrounding area. not just on or near the premises;**
- o. **any conduct by the tenant, tenant's household member, or tenant's guest off- premises that would constitute a crime of violence against another tenant, tenant's guest or Landlord's employees, regardless of whether a crime is charge or there is criminal conviction;**
- p. **any violent criminal activity off the premises, upon conviction;**
- q. alcohol abuse that the Landlord determines interferes with the health, safety, or right to peaceful enjoyment of the premises by other tenants;
- r. failure to perform required community service or be exempted therefrom;
- s. failure to allow inspection of the dwelling unit;
- t. determination that a family member has knowingly permitted an ineligible non-citizen not listed on the lease to permanently reside in their public housing unit;
- u. determination or discovery that a tenant is a registered sex offender;
- v. is smoking in their apartment or on/in the common areas
- w. failure to abide by the provision of the Admissions & Continued Occupancy Policy (ACOP), a copy of the policy, which is publicly posted in the Project Office. A copy of the policy can be furnished on request at the expense of the person making the request. or
- x. any other good cause.

17. **NOTICE OF LEASE TERMINATION:** If the Landlord proposes to terminate this Lease, the tenant shall be given written notice of the proposed termination, as listed below:

- a. found smoking in your apartment
- b. for failure to pay rent, at least fourteen (14) days;
- c. for creation or maintenance of a threat to health or safety of other tenants or Landlord's employees, a reasonable time based on the urgency of the situation; or
- d. for all other cases, thirty (30) days, unless State law permits a shorter period.

The Notice to Vacate required by State or local law may be combined with or run concurrently with a Notice of Lease termination required by this lease.

The Notice of Lease Termination from the Landlord shall be either personally delivered to the tenant or to an adult member of the tenant's family residing in the dwelling unit, or sent to the tenant by First Class Mail, properly addressed, postage pre-paid. The notice shall:

- a. specify the date the Lease shall be terminated;
- b. state the grounds for termination with enough detail for the tenant to prepare a defense. The Landlord shall rely solely on the grounds stated in the Notice of Lease Termination in the event eviction action is initiated;

c. advise the tenant of the right to reply as he or she may wish, to examine the Landlord's documents directly relevant to the termination or eviction, to use the Grievance Policy to contest the termination, and/or to defend the action in court.

18. **LEASE TERMINATION BY RESIDENT:** The tenant shall give the Landlord 60- day written notice prior to the first of a month before moving from the dwelling unit. Tenant must move out no later than 12:00 noon on the ending date. If the tenant does not give the full notice, the tenant shall be liable for rent to the end of the notice period or to the date the dwelling unit is re-rented, whichever date comes first.

19. **TERMINATION OF LEASE UPON DEATH, INFIRMITY OR OTHER INCAPACITY OF RESIDENT:** Upon the death of the tenant, or if there is more than one tenant, upon the death of all tenants, either the Landlord or the personal representative of the tenant's estate may terminate this Lease upon 60 days written notice, to be effective on the last day of a calendar month. If full notice is not given, the tenant's estate shall be liable for rent to the end of the notice period or to the date the unit is re-rented, whichever date comes first. The termination of a Lease under this section shall not relieve the tenant's estate from liability either for payment of rent or other amounts owed prior to or during the notice period, or for the payment of amounts necessary to restore the premises to their condition at the beginning of the tenant's occupancy, normal wear and tear excepted.

If during the term of this Lease the tenant, by reason of physical or mental impairment, is no longer able to comply with the material provisions of this Lease and the Landlord cannot make a reasonable accommodation to enable the tenant to comply with the Lease; then action shall be taken. The Landlord will assist the tenant or designated member(s) of the tenant's family to move the tenant to more suitable housing. If there are no family members, the Landlord will work with appropriate agencies to secure suitable housing. This Lease will terminate upon the tenant moving from the unit.

**A tenant meeting the criteria for infirmity established by Minnesota Statutes Section 504B.226 may terminate a lease consistent with that Section.**

20. **PROPERTY ABANDONMENT:** If a tenant abandons the dwelling unit, the Landlord shall take possession of the tenant's personal property remaining on the premises, and shall store and care for the property. The landlord will consider the unit to be abandoned when a tenant has fallen behind in rent and has clearly indicated by words and actions an intention not to continue living in the unit. The Landlord has a claim against the tenant for reasonable costs and expenses incurred in removing the property, in storing and caring for the property, and in selling the property. The Landlord can collect from the tenant all these costs.

The Landlord may sell or otherwise dispose of the property 28 days after the Landlord receives actual notice of abandonment or 28 days after it reasonably appears to the Landlord that the tenant has abandoned the premises, whichever date occurs last. At least 14 days prior to the sale, the Landlord agrees to make reasonable efforts to notify the tenant of the sale by sending written notice of the sale by certified mail, return receipt



requested, to the tenant's last known address or likely living quarters if that is known by the Landlord. The Landlord shall also post a notice of sale in a clearly visible place on the premises for at least two weeks before the sale. The Landlord may use the money from the sale to pay off any debts the tenant owes the Landlord. Any amount above this belongs to the tenant, if the tenant has written and asked for it.

21. **DELIVERY OF NOTICES:**

Notice by Landlord: Any notice from the Landlord shall be in writing and either personally delivered to the tenant or to an adult member of the tenant's family residing in the dwelling unit, or sent to the tenant by Certified Mail, return receipt requested, properly addressed, postage pre-paid.

Notice by Tenant: Any notice to the Landlord shall be in writing, and either personally delivered to the Landlord at the Landlord's Office, or sent to Landlord by first-class mail, postage pre-paid and addressed to: The Cambridge Economic Development Authority, 121 S. Fern Street, Cambridge, MN 55008.

If the tenant is visually impaired, notices shall be in accessible format.

22. **GRIEVANCES:** All individual grievances or appeals, with the exception of those cases concerning eviction or termination of tenancy which are based upon a tenant's creation or maintenance of a threat to health or safety of other tenants or Landlord employees, shall be processed under the Grievance Policy. This policy is posted in the Landlord's Office where copies are available upon request.

Before the Landlord shall schedule a Grievance Hearing for any grievance concerning the amount of rent the Landlord claims is due, the tenant must first bring his or her rent account current by paying to the Landlord an amount equal to the amount of rent due and payable as of the first of the month preceding the month in which the act or failure to act took place. After the hearing is scheduled, the tenant shall continue to deposit this same monthly rent amount into the Landlord's escrow account until the complaint is resolved by the decision of the hearing officer or panel.

When the Cambridge Economic Development Authority is required to afford the tenant the opportunity for a hearing in accordance with the authority's grievance procedure for a grievance concerning the Lease termination, the tenancy shall not terminate (even if any notice to vacate under State or local law has expired) until the time for the tenant to request a grievance hearing has expired, and (if a hearing was timely requested by the tenant) the grievance process has been completed.

- 23. **HOUSE RULES:** The tenant agrees to obey any House Rules, which are reasonably related to the safety, care and cleanliness of the building and the safety, comfort, and convenience of the tenants. Such rules may be modified by the Landlord from time to time provided that the tenant receives written notice of the proposed change, reasons for the change and an opportunity to submit written comments during a 30-day comment period at least 30 days before the proposed effective date of the change in the Rule. Existing House Rules, if any, are posted in the property and are attached to this Lease.
- 24. **DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, martial status, age, handicap or disability, familial status, or recipients of public assistance and shall comply with all nondiscrimination requirements of Federal, State and local law.
- 25. **ATTACHMENTS TO THE LEASE:** The tenant certifies that he/she has received a copy of this Lease and the following Attachments to this Lease and understands that these Attachments are part of this Lease.

Attachments:

- 1. Move-in inspection
- 2. Smoke-Free Lease Addendum
- 3. Tenant handbook
- 4. Crime Free/Drug Free Housing
- 5. Violence Against Women & Justice Dept. HUD-91067, HUD-5380 & HUD-5382
- 6. Lease Addendum for Admissions & Continued Occupancy Policy (ACOP)

Signatures:

**TENANT:** 1) \_\_\_\_\_ **11/01/2023**

**LANDLORD:** CAMBRIDGE EDA/BRIDGE PARK APARTMENTS

1) \_\_\_\_\_ **11/01/2023**

**LANDLORD’S ADDRESS**

BRIDGE PARK APARTMENTS  
 CAMBRIDGE ECONOMIC DEVELOPMENT AUTHORITY  
 121 SOUTH FERN STREET  
 CAMBRIDGE, MN 55008

**26. CRIME FREE/DRUG FREE HOUSING**

In consideration of the execution or renewal of a Lease for the apartment, Owner and RESIDENT agree as follows:

- a) RESIDENT, any members of the RESIDENT’S household or a guest or other person under the RESIDENT’S direction/control shall not engage in criminal activity, including controlled substance crimes, in the unit or elsewhere on or near the development as defined in Section 504b.171 of the Minnesota Statutes, or any substitute or replacement thereof. Controlled substance crimes are defined in Chapter 152 of Minnesota Statutes and means include the illegal manufacture, sale, distribution, purchase, use or possession with intent to manufacture, sell, distribute, purchase, or use of a controlled substance (as defined in Chapter 152 of Minnesota Statutes).
- b) RESIDENT, any members of the RESIDENT’S household or a guest or other person under the RESIDENT’S direction/control shall not engage in any act intended to facilitate criminal activity, including controlled substances crimes, in the unit or elsewhere on or near the development.
- c) RESIDENT or any members of the RESIDENT’S household will not permit the dwelling unit to be used for, or to facilitate, criminal activity, including controlled substances crimes, regardless of or whether the individual engaging in such activity is a member of the RESIDENT’S household or a guest.
- d) RESIDENT or any member of the RESIDENT’S household will not engage in the manufacture, sale or distribution of illegal drugs at any location, whether in the unit or elsewhere on or near the development.
- e) RESIDENT, any member of the RESIDENT’S household, or a guest or other person under the RESIDENT’S direction/control shall not engage in acts of violence or threats of violence, including, but limited to, the unlawful discharge of firearms, in the unit or elsewhere on or near the development.
- f) **VIOLATION OF THE ABOVE PROVISIONS SHALL BE DEEMED A MATERIAL VIOLATION OF THE LEASE AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

It is understood and agreed that a single violation shall be good cause for termination of the lease. Unless otherwise provided by law, proof of violation shall not require criminal conviction, but shall be by the preponderance of the evidence.

This Agreement, as part of the Development’s House Rules, is a legal and binding attachment to the Lease. This Section is incorporated into the Lease executed or renewed this day between Owner and RESIDENT.

**Management (acting as agent for the owner of the premises) and the Resident agree to the terms of this Lease and any attachments that may be made part of this Lease.**

**MANAGEMENT:**  
**Cambridge EDA/Bridge Park Apartments**

BY \_\_\_\_\_  
Mgmt: \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
Resident \_\_\_\_\_ Date \_\_\_\_\_

**ACKNOWLEDGMENT RECEIPT OF LEASE**

Property: Bridge Park Apartments

Unit#:

I/We acknowledge the receipt of the Residential Lease.

\_\_\_\_\_  
(Resident-Please Print)

\_\_\_\_\_  
(Resident-Please Print)

\_\_\_\_\_  
(Resident-Signature)

\_\_\_\_\_  
(Resident-Signature)

Housing Supervisor: \_\_\_\_\_

Date: 11/01/2023

Prepared by: Deb Barrett

**Background:**

The EDA Board approved the five-year capital plan for Bridge Park Apartments on December 18, 2023. The next project is to replace the water softener. The last time the water softener was installed by Eco Water was in 2002.

**Recommendation**

Authorize staff to solicit bids for a new Water Softener and bring bids for consideration at the March 18, 2024, EDA meeting.

Prepared by: Deb Barrett

**Background:**

The EDA Board approved the five-year capital plan for Bridge Park Apartments on December 18, 2023. Stoves and refrigerators were replaced in 2007. Depending on the cost, staff may only be able to replace a portion of the appliances in 2024.

**Recommendation**

Authorize staff to solicit bids for new Appliances for Bridge Park Apartments and bring bids for consideration at the March 18, 2024, EEDA meeting.