

3319 THOMAS AV N 3455 GIRARD AV N MANAGEMENT PLAN



Please refer to the following links for Minneapolis' license requirements for rental property:

<http://www.minneapolismn.gov/inspections/rental/index.htm>

*The pages that follow must be used to file your proposed written management plan. If we already have your email address on record, we will email this to you; please return it in the body of your email or in the original Word format. Samples of forms that we will recommend or require you to use are noted with * and are included in the **Rental Property Owners Manual and Resource Guide**, which is available on request or included in email correspondence regarding criminal activity qualifying under Minneapolis Ordinance 244.2020. Do not use any previous Management Plan forms you've received for any other official notice from the City of Minneapolis.*

Rental Property Address: 3319 Thomas & 3455 Girard

Owner Name (person-required): Ron Folger

Company Name: RBE Properties. LLC

Owner Full Street Address--cannot be a Post Office Box:

4634 Hamlet Avenue North, Oakdale MN

Phone: 651-207-7656

Email: rjfolger@msn.com

Licensee Name/Company (required if different from manager and owner):

Full Street Address:

Phone:

Email:

Property Manager Name (required if different from Licensee and Owner):

Full Street Address:

Phone:

Email:

Names and contact information for all persons with an ownership interest in the property or registered corporation: Ronald Folger 651-207-7656, rjfolger@msn.com

>This plan applies to ALL of my rental properties in Minneapolis.< *Delete this paragraph if your plan does not apply to all of your licensed properties in Minneapolis.*

All parties with an ownership, management or license interest in the properties are required to enroll in the MPD's email Action Alert system. This includes owners in a "silent partnership" with those listed in the city's records. We require that this form be filled out and returned by email. You may also mail it to the MPD representative indicated in the mailed notice you received, or fax it to his/her attention (612-673-2750).

PURPOSE

This Management Plan is the foundation of the working relationship between the Rental License Holder and the Minneapolis Police Department. It is intended to assure that community standards will be upheld, and that all applicable laws and ordinances related to rental property will be followed. Do not leave any question blank. An incomplete plan form will not be accepted nor reviewed. For any plan component with the notation "AGREED", please provide an

explanation or alternative policy for any you do not agree to. *Minnesota Multihousing Association includes a good FAQ on their web site: <http://www.mmha.com/MAIN/FAQ>*

TENANT APPLICATION AND SCREENING

1. Applicants will be required to give their consent for a criminal history check, rental history profile and Unlawful Detainer history check. **Rental license holder will employ the following applicant screening service to perform the background check:**

Company: Houserie

Mailing Address: 3015 Hopyard Road, Suite P, Pleasanton CA 94588

Phone #: 1-800-940-6584 Web address: houserie.com

Email: support@houserie.com

2. The following background information on applicants is provided by this company:

X Criminal convictions and arrests, for felonies and misdemeanors

X Credit history and rating

X Previous legal judgments - Evictions

X Previous residential history

X History of evictions

3. I use the following acceptance criteria when processing applications--specify acceptable time frames:

Criminal history: Misdemeanors – 3 years, Felonies – 7 years, no registered sex offenders

Credit: At least 550

Minimum verified previous residential history: 5 years

History of evictions: 5 years

Minimum income to rent ratio: 2.75 x rent

Other criteria you use: Bad reports from former landlords

4. I am aware of Mpls Ordinance 244.1910 Tenant Screening Application Fees, and **charge all applicants a fee of \$29.99.**

5. See ***Rental Application Denial Form**** (p.7) following this questionnaire. I will use this form, or a form with selected criteria from the form when receiving applications, and provide it to applicants. **AGREED**

LEASE PROVISIONS

6. I use the lease available from

X Minnesota Association of Realtors (mnrealtor.com)

___ Minnesota Bar Association (mnbar.org)

___ Minnesota Multihousing Association (mmha.com)

___ If none of the above, I have attached/provided a copy of my lease.

7. The term of our rental agreement/lease is

___ month-to-month ___ six months X annual ___ other: _____

8. I/we issue written warnings for the all lease violations by residents and/or their guests.

AGREED

9. I/we give written notice to vacate to residents for the criminal conduct on the premises by residents and/or their guests (see **244.2020 (a) 1-7** below for incidents which qualify for conduct violation notices). I will fax (612-673-2750) or email a scanned copy of the notice to the MPD's Crime Prevention Analyst. **AGREED**

10. I will file for and pursue an eviction if residents in violation of the lease who are given notice do not move. I will fax or email a scanned copy of the eviction judgment to the MPD's Crime

Prevention Analyst. **AGREED**

11. I will visit this property, or have my employees visit it, at least weekly, to monitor the activity of residents and their guests. **AGREED**

12. If you discover that someone has moved in with a tenant without your permission--an unauthorized resident-- how do you respond? **Detail all actions you take in this situation:** If I receive an Action Alert, or if I find out or notice that someone has moved in with the tenant, I'll warn the tenant that it's a lease violation and they must move the person out immediately. They cannot move back in until they apply and pass a background check. If they won't move out then I will file an eviction.

13. I will use the **Crime Free Lease Addendum*** (p. 11) or have equivalent language in my lease, that the tenant must read and sign before moving in. **AGREED**

14. I will use **Resident Conduct Rules*** (page 8) and **Building Rules*** (page 9-10), or similar posting with provisions applicable to my property, that the residents must read and sign before moving in. **AGREED**

MONITORING AND INSPECTIONS

In order to ensure that the property remains a safe and healthy environment for tenants and neighbors, adequate monitoring and inspections of the property are essential. Monitoring needs to address both the physical condition of the property and the conduct of tenants.

15. I will use the Minneapolis Police Department's standard written **Trespass Notice Form*** (page 5) when ejecting persons who are not tenants from the property. **AGREED**

16. I will submit the Minneapolis Police Department's No Trespassing sign **Affidavit*** (page 4) to the Crime Prevention Specialist assigned to the area of my property to authorize the use of city-issued No Trespassing Signs. (Refer to the map on page 17 for **Crime Prevention Specialist*** area assignments.) **AGREED**

17. I will run the background check required under **Minnesota Statute 299C.68** (Kari Koskinen Background Check Law) for any building manager, employee or contractor who works for me who has access to keys to occupied units. **AGREED**

18. I participate in the following local or regional rental property owner/manager group: I don't know of any.

19. I/my agents have attended a Minneapolis City Sponsored Rental Property Owners Workshop on Date: 12-12-2015 If not, I/my agents will attend the next workshop:

2015 Rental Property Owners Workshop schedule:

Saturday monthly dates: 10am-1pm
November 14 + December 12

2016 Rental Property Owners Workshop schedule:

Wednesday monthly dates: all times are 6-9pm
May 18 + June 15 + July 20 + September 21 + October 19
Saturday monthly dates: 10am-1pm
May 14 + July 9 + September 10 + November 12 + December 10

All workshops take place at our 5th Precinct, 3101 Nicollet Av. S., in the community room opposite the front desk.

20. I will take the following steps to prevent further Conduct Violations and criminal activity by my residents and/or their guests: I'll drive by the property weekly. I'll follow through if I get any MPD action alerts emailed to me. I know a neighbor of the 3455 Girard property, so I'll talk to them occasionally.

21. If a tenant or guest was involved in the qualifying incident, they must move out and I will not move any so involved to another property I own or manage. **AGREED**

22 (a). I am willing to attend block club or neighborhood association meetings when my property is on the agenda. **AGREED**

22 (b). Please select one or both of the following:

I am willing to schedule time to doorknock the block where this property is situated, with a neighbor or my Crime Prevention Specialist, to introduce myself to the neighbors with a line of sight of your property. **AGREED**

The Minneapolis Police Department may share our email address(es) with the neighbors, block club and/or neighborhood association. **AGREED**

NOTE: Licensed rental property owner and licensee's name, address and phone contact information is available to the public online (<http://apps.ci.minneapolis.mn.us/AddressPortalApp/>). The MPD routinely encourages block leaders and neighborhood watch participants to lookup the rental property contact information, connect with owners to share observations about their property, and work with owners to resolve problems.

PLAN IMPLEMENTATION

23. I will maintain all written and electronic records necessary to document the above management plan provisions upon request per the ordinance requirement to implement this plan within twenty (20) days of being accepted. I will respond to any request from the Minneapolis Police Department to confirm the implementation of my plan after 20 days from the date of my plan being filed as Satisfactory with the Minneapolis Police Department. I will respond to any such request within thirty (30) days. **AGREED**

24. Please list your contacts with all charities, social service agencies or advocate groups from whom you have accepted referrals for housing--if you do not take referrals from these agencies, enter "None": None

25. Additional comments or questions you might have:

I agree to abide by the provisions I've set down in this management plan.

Owner Name: Ronald Folger

Date: 5-27-2016

Authorized Property Manager :

Date:

Management Plan Accepted on (Date)

AFFIDAVIT

Name of Business				
Property Address				Date
Owner/Representative				
Subpoena Address	Street	City	Zip Code	Phone

To whom it may concern:

Minneapolis police officers are authorized representatives to enforce Minnesota Statute §609.605 and Minneapolis Code of Ordinances §385.380, Trespass, and to warn and direct persons to leave the property and/or business known as:

_____ , located at

Description of property or building

_____ , Minneapolis, MN.

Address

This limited authority is granted to the Minneapolis Police Department by

Name

who is the _____ of said property and/or business and who herein

Title

requests the officers to enforce said statute and ordinance on said property, including the land surrounding the building or buildings. This limited authority does not obligate the Minneapolis Police Department to patrol the described premises for or at any specific hours or days. It is acknowledged that I will aid in the prosecution of those persons arrested.

Sworn and subscribed before me

This _____ day of _____, 20 _____ .

Notary Public at Large, State of Minnesota

My Commission Expires: _____

TRESPASS NOTICE FORM

YOU ARE HEREBY REQUESTED TO
DEPART FROM THIS LAND AND NOT TO RETURN FOR ONE YEAR.

State and local laws (Minn. Stat. § 609.605 and/or Mpls. Code § 385.380) provide that no person shall intentionally trespass on the land of another and refuse to depart from that land, without a legal basis, when a demand to do so is made by the lawful possessor or his/her agent. Such demand may be spoken or written. No person who has received a demand to stay off such land shall reenter it within 1 (one) year from the date of the demand without the written permission of the lawful possessor or the agent who provided the demand. Violators may be subject to imprisonment for up to 90 (ninety) days or to a payment of up to \$1000, or both. Violators who qualify for enhanced penalties under Minn. Stat. § 609.153 may subject to imprisonment for up to 365 (three hundred sixty-five) days or to a payment of up to \$3,000, or both.

It shall be noted on this date _____ (month/date/year), you were advised of the above statute. This trespass notice form constitutes a written demand to depart from the premises by the lawful possessor or an agent of the lawful possessor. This demand to depart is due to your disruptive, harassing, threatening, and/or non-conforming behavior.

- I, the lawful possessor or agent thereof, will complete a security report; therefore, I have not described your conduct on this notice.
- I, the lawful possessor or agent thereof, will NOT be completing a security report; therefore, I have briefly described your conduct below:

Address of place from which party is trespassed

Name of party being trespassed

Date of birth

Name of person issuing the notice

Signature of party receiving the notice

Note to the Owner/Lawful Possessor:
Make two (2) copies: one copy for the person receiving the notice, one copy for your records. If possible, attach a photo to your copy. (Note: Do not photograph juveniles.) Warning is valid for 1 (one) year pursuant to the amendment of Minn. Stat. § 609.605 (enacted 8-1-2005) and/or Mpls. Code § 385.380 (enacted 12-10-2005).

RENTAL APPLICATION DENIAL FORM

Name of Property Owner or Manager

Address _____

Phone Number _____

Applicants Name _____

Applicants Address _____

Applicant's Phone Number _____

Unit Applied For _____

Rental Disqualifications

APPLICATION

- _____ Application incomplete
- _____ Application falsified
- _____ Rent equals more than- % of monthly income
- _____ Insufficient funds for deposit check
- _____ Insufficient fund check for application fee or credit check

RENTAL HISTORY

- _____ Negative landlord reference-current or past rental
- _____ Unable to verify current or past home ownership
- _____ Unable to verify current or past rental
- _____ Late or non-payment of rent-current or past rental
- _____ NSF check(s) used for payment of rent
- _____ Eviction-current or past rental
- _____ Unlawful Detainer-current or past rental
- _____ Property damage-current or past rental
- _____ Lack of proper notice-current or past rental
- _____ Lack of adequate rental history

EMPLOYMENT HISTORY

- _____ Unacceptable employment history
- _____ Unable to verify employment
- _____ Unable to verify income

CREDIT HISTORY

- _____ Unacceptable credit history
- _____ Lack of credit history
- _____ Unable to verify credit references
- _____ Unacceptable credit references

CRIMINAL HISTORY

- _____ Unacceptable criminal history

OTHER

- _____ Unable to rent under terms or conditions requested
- _____ Specify _____

This application was denied due to information from the following Credit Reporting Agency:

Name _____ Phone _____

Address _____ Fax _____

RESIDENT CONDUCT RULES

The following rules are made in the interest of the health and safety of all residents. Everyone is expected to comply. Violations of these rules are grounds for immediate eviction.

1. Sale, possession, or possession with intent to distribute controlled substances (illegal drugs) on the premises will not be permitted and will be grounds for immediate eviction.
2. Repeated incidents, which disturb the peace of other residents, are prohibited.
3. Intentional or repeated damage to the building or property belonging to the owner or another resident's property is prohibited.
4. Theft from the owner or his/her agent or another resident is prohibited.
5. Keeping anything that may be considered a hazard to the health and safety of residents (such as gasoline or other highly flammable or explosive chemicals storage in a unit or on the property) without permission, is prohibited.
6. Possession of illegal weapons or any firearms is prohibited.
7. Any violent act or verbal threat to an employee of the building on or off the property or to another resident or guests of residents on the property is prohibited.
8. Do not prop open security doors at any time. Do not admit strangers through security doors.
9. Excessive police calls complaining about you, your family or your guests conduct or behavior is grounds for eviction.
10. Tenants and guests must honor trespass notices issued by the management or an agent of the management.

A signed copy of these rules will be kept in each Residents file.

I have read the “Resident Conduct Rules” and fully understand and agree to abide by the contents.

Date

Applicant or Resident

Applicant or Resident

APARTMENT RULES

1. Residents are responsible for their guests. Parents are responsible for their children.
2. Your monthly rent is due and payable on or before the first of the month. Please make your checks or money orders payable to: _____.
3. Only the persons specified in the Apartment Lease can reside in your apartment. Additional occupants cannot reside in the unit without applying for residency and on acceptance sign a written lease that is approved by Manager.
4. You need written permission from the Management for quests to stay more than 5 consecutive days.
5. No names other than those of a leased tenant are permitted on mailboxes
6. Keeping a pet of any kind without permission is prohibited.
7. No children under the age of twelve (12) years are to be left unattended in the apartment or on the grounds.
8. If there is any damage done by your guests or children, you will be held responsible and must pay for all damages.
9. Bikes, tricycles, wagons, and all toys must be kept in your apartment or garage. If these items are left unattended outside the building or in the hallways, Management will discard them.
10. Congregating, loitering or playing in the hallways, entry steps, entrance area, back entrance steps, or parking lot is not permitted.
11. Screens shall not be removed from any window for any reason other than an emergency. Packages or other items cannot be delivered or passed through any windows.
12. Unnecessary horn honking at any time of the day or night by tenants or their guests is not permitted.
13. No motorcycle, moped, or bicycle riding will be allowed on the lawn or sidewalk. No parking of the above vehicles will be allowed on the lawn or sidewalks.
14. No loud music, loud parties or parties after 10 p.m. will be tolerated in your apartment or on the property.
15. No loud or profane language will be allowed on the premises.
16. All draperies or other window coverings must be compatible with the rest of the building. No sheets, blankets, or newspapers will be permitted.
17. Residents are responsible for placing all trash in the proper receptacle. Trash may not be left in the hallways or on the grounds.
18. To ensure the safety of all residents, the owner urges residents to call 911 on any crimes in progress, disturbance, disorderly behavior or suspicious activity on or around the premises.
19. Each adult resident will be provided with one entry door, apartment door and mailbox key. Residents are not to change, alter, or add additional locks or other security measures anywhere in the apartment or on the property without prior permission. If you desire different or additional security for your apartment door, patio door, storage locker or windows; please contact the Resident Manager. Depending on request,

residents may have to pay for additional security measures. All addition security devises will remain the property of the property owner.

- 20. If you repeatedly lock yourself out of your apartment, there will be a minimum charge of \$5.00 per occasion. If this occurs after 10:00 p.m., there will be a minimum charge of \$10.00 per occasion and this is payable cash in advance. A minimum charge of \$50.00 will be charged due to lost keys and the expense of changing the locks.

Please have respect for all residents in your building.

I have read the “Apartment Rules” and fully understand and agree to abide by the contents.

Date

Applicant or Resident

Applicant or Resident

Owner/Manager

CRIME FREE LEASE ADDENDUM

In consideration of the execution or renewal of the lease of the dwelling unit identified in the attached lease, Property Owner/Manager and Resident agree as follows:

1. Resident, any members of the resident's household, a guest or other person under the resident's control, shall not engage in criminal activity, including drug-related criminal activity, on or near the said premises. "Drug-related criminal activity" means the **illegal manufacture, sale, distribution, use or possession with intent to manufacture, sell, distribute, or use of a controlled substance** (as defined in Section 102 of the Controlled Substance Act [21 U.S.C. 802]).
2. Resident(s), any member of the resident's household, a guest or other person under the resident's control, shall not engage in **any act intended to facilitate criminal activity**, including drug-related criminal activity, on or near the said premises.
3. Resident or members of the household **will not permit the dwelling unit to be used for, or to facilitate criminal activity**, including drug-related criminal activity regardless of whether the individual engaging in such activity is a member of the household, or a guest.
4. Resident, any member of the resident's household, a guest, or another person under the resident's control, shall not engage in the **unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance** at any location, whether on or near the dwelling unit or otherwise.
5. Resident, any member of the residents' household, a guest or another person under the resident's control, shall not engage in any criminal activity, including **prostitution, criminal street gang activity, threatening, intimidating, or assaultive behavior** including but not limited to the **unlawful discharge of firearms**, on or near the dwelling unit premises, or any breach of the lease agreement that otherwise jeopardizes the health, safety, and welfare of the landlord, his agent or other residents and/or involving imminent or actual serious property damage.
6. VIOLATION OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE LEASE AND GOOD CAUSE FOR IMMEDIATE TERMINATION OF TENANCY.
7. In case of conflict between the provisions of this addendum and any other provisions of the lease, the provisions of this addendum shall govern.
8. This lease addendum is incorporated into the lease executed or renewed this day between Property Owner/Manager and Resident(s).

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

Management Signature

Resident Signature

Date

Date