

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:30 P.M. TUESDAY, OCTOBER 8, 2013**  
**LAUDERDALE CITY HALL, 1891 WALNUT STREET**

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

1. **CALL THE MEETING TO ORDER**
2. **ROLL CALL**
3. **APPROVALS**
  - a. Agenda
  - b. Minutes of the September 24, 2013 City Council Meeting
  - c. Claims Totaling \$94,552.81
4. **CONSENT**
  - a. HVAC Duct Cleaning
  - b. 2430 Larpenteur Avenue Survey
  - c. Sanitary Sewer Lining Payment Request No. 1
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. Superintendent Dr. John Thein
7. **PUBLIC HEARINGS**
  - a. Revisions to the Animal Control Ordinance

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

8. **DISCUSSION / ACTION ITEMS**
  - a. Animal Control Ordinance and Resolution 100813A – Authorizing Publication of Ordinance Revisions by Title and Summary
  - b. City Logo
  - c. Sanitary Sewer Lining Repairs
  - d. Purchase Agreement for 2430 Larpenteur Avenue
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
  - a. Larpenteur Avenue Pedestrian Improvement Project

- b. Joint Powers Agreement with Ramsey County for Election Equipment
- c. Revisions to City Redevelopment Policies
- d. Zoning Ordinance Updates
- e. Sheriff Matt Bostrom – October 22
- f. Citizen’s Academy Graduation – November 12

**12. WORK SESSION**

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

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

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

- b. St. Paul Regional Water Board Joint Powers Agreement
- c. 2014 CIP and Special Revenue Fund Budget Discussion
- d. Easement Agreements for Larpenteur Avenue Pedestrian Improvement Project
- e. Community Development Update

**13. ADJOURNMENT**

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

Page 1 of 4

September 24, 2013

Mayor Dains called the City Council meeting to order at 7:31 p.m.

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

Councilors Absent: Roxanne Grove.

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

**Mayor Dains asked for changes to the meeting agenda. No changes were made to the agenda. Councilor Hawkinson moved to approve the agenda. Councilor Mac Lean seconded the motion and it passed unanimously.**

**Councilor Hawkinson moved to approve the September 10, 2013 City Council meeting minutes. Councilor Gaasch seconded the motion and it passed unanimously.**

**Councilor Hawkinson moved approval of the claims totaling \$24,527.63. Councilor Mac Lean seconded the motion and it passed unanimously.**

**Councilor Hawkinson moved adoption of the consent agenda approving the August Financial Report and the PCIC Minutes. Councilor Mac Lean seconded the motion and it passed unanimously.**

Mayor Dains commented that the annual Halloween Party at City Hall was coming up. The party will be held on Thursday, October 31 from 5:00 to 7:00 p.m. Donations of money and candy can be brought to City Hall. Bownik explained that individuals who donate will be given a flyer to post at their homes noting that they left their treats at the Halloween Event.

*Discussion Items:*

*Larpenteur Avenue Pedestrian Improvement Project*

Geoff Martin from Stantec discussed the Larpenteur Avenue Improvement plans with the Council and residents. Property owners commented on the project.

Barb Eggers of 2379 Larpenteur Avenue asked about the difference between the right-of-way (ROW) and easements which the County purchased from Larpenteur Avenue property owners in the 1990's. Martin stated the easements were purchased so improvements could be added to Larpenteur Avenue. The easement is 1.2 meters beyond the ROW.

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

Page 2 of 4

September 24, 2013

Eggers was concerned about a lamppost and retaining wall on her property and whether they would be affected by the installation of the sidewalk. Martin said they can work around improvements in the area. Another question from Eggers was who would be responsible for the clearing of the sidewalk in the winter. Mayor Dains responded the Council was looking into the possibility of a contractor clearing the snow in winter.

Shauna Krabbenhoft of 2371 Larpenteur Avenue addressed the Council. Krabbenhoft was concerned about her double lot and the steep grade on her property. Martin stated if approved by the Council to move forward, the construction plans will address the unique situation of each lot which abuts the project.

Paul Roufs of 2383 Larpenteur Avenue stated he was concerned about snow removal and the large maple tree in his yard.

Matt Koncar of 1736 Malvern Street addressed the Council. Koncar stated he is in favor of the sidewalk and likes to bike in Lauderdale but does not currently bike on Larpenteur because it is not safe.

Martin stated the next step for the project is to develop site specific construction plans and to take bids on the project this fall with build out to begin in the spring of 2014.

**Councilor Gaasch moved to authorize Stantec to prepare construction plans for the Larpenteur Avenue Pedestrian Improvement Project between Hwy 280 and Fulham Street. Councilor Mac Lean seconded the motion and it passed unanimously.**

*Discussion Items:*

*Auditing Services*

The Council debated whether to continue with Adbo, Eick and Meyer and whether to sign a one-year or three-year contract. Butkowski stated she could put out an RFP for auditing services for the 2014 audit if the Council desired.

**Councilor Gaasch moved to approve the three-year contract with Adbo, Eick and Meyer for city auditing services. Councilor Mac Lean seconded the motion and it passed unanimously.**

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

Page 3 of 4

September 24, 2013

*Sewer Lining Project*

There are two areas of the sewer lining project which need to be repaired before the lining can be completed. One of the areas is in Eustis Street and the other in the easement area behind a Fulham Street home. The City will need right of entry agreements with the property owners of 1745 and 1753 Fulham Streets before work can begin.

Butkowski suggested the Council pre-approve up to \$15,000.00 for the two repairs. Butkowski stated if the amount for the work is above \$15,000.00 the Council can vote on whether to approve the work at the October 8 meeting.

**Councilor Gaasch moved to approve the right-of-entry agreements with the owners of 1745 and 1753 Fulham Street. Councilor Mac Lean seconded the motion and it passed unanimously.**

**Councilor Hawkinson authorized sewer repair work on Eustis Street and the Lake/Fulham easement areas at a price not to exceed \$15,000.00. Councilor Gaasch seconded the motion and it passed unanimously.**

Agenda items for the October 8 Council Meeting may include a discussion of the Larpentour Avenue project, the Animal Control Ordinance, the City logo, the Zoning Ordinance, the City Redevelopment Policy, and a presentation by John Thein, Roseville School District Superintendent. Ramsey County Sheriff Matt Bostrom is scheduled for the October 22 meeting.

Mayor Dains explained that the Council was moving into the work session. Work sessions are a continuation of the meeting but not aired on community television.

Mayor Dains asked if anyone wished to address the Council; no one came forward.

*Work Session:*

*Animal Control Ordinance*

The Council discussed the number of hens which should be allowed in ordinance and the size and placement of chicken coops.

Matt Koncar of 1736 Malvern Street stated he thought eight hens was too small of a number as many chicken permit holders in the City have been responsible and have not had any complaints by neighbors. Koncar stated the City has had a successful pilot project regarding chicken

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

Page 4 of 4

September 24, 2013

permitting and didn't feel the numbers of chickens should be controlled but rather be based on neighbor complaints.

Melissa Eisenschenk of 1903 Walnut stated she also felt the numbers of permitted chickens was too restrictive.

The Council directed staff to make revisions to the draft ordinance and bring back for further Council discussion.

At 9:38 p.m. the Council went into closed session to discuss the purchase of two properties for sale in the City, 2453 Larpenteur Avenue and 2430 Larpenteur Avenue. The Council returned from the closed session at 9.58 p.m.

**There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 10:00 p.m.**

Respectfully submitted,



Kevin Kelly  
Deputy City Clerk

**CITY OF LAUDERDALE**

**CLAIMS FOR APPROVAL**

**October 8, 2013 City Council Meeting**

Payroll

09/27/13 Payroll: Direct Deposit # 501652-501661	\$8,560.71
09/27/13 Payroll: Payroll Liabilities, e-payments #814E-817E	\$7,659.09

Vendor Claims

10/08/13 Claims: Check #'s 21918-21938	\$78,333.01
--	-------------

**SUBTOTAL \$94,552.81**

**Total Claims for Approval**

**\$94,552.81**

CITY OF LAUDERDALE

09/25/13 3:54 PM

Page 1

\*Claim Register©

092713pyroll

SEPTEMBER 2013

Claim Type	Direct					
Claim#	3538	NORTH STAR BANK, CHECKING S	Ck# 000814E	9/25/2013		
Cash Payment	G 101-21703	FICA WITHHOLDING.		09/27/2013	Payroll	\$2,151.52
		Invoice				
Cash Payment	G 101-21701	FEDERAL TAXES		09/27/2013	Payroll	\$1,159.77
		Invoice				
Transaction Date	9/25/2013	Due 0	NORTH STAR CHE	10100	<b>Total</b>	\$3,311.29
Claim#	3539	ICMA RETIREMENT TRUST - 457	Ck# 000815E	9/25/2013		
Cash Payment	G 101-21705	ICMA RETIREMENT		09/27/2013	Payroll	\$1,613.92
		Invoice				
Transaction Date	9/25/2013	Due 0	NORTH STAR CHE	10100	<b>Total</b>	\$1,613.92
Claim#	3540	PERA	Ck# 000816E	9/25/2013		
Cash Payment	G 101-21704	PERA		09/27/2013	Payroll	\$1,625.58
		Invoice				
Transaction Date	9/25/2013	Due 0	NORTH STAR CHE	10100	<b>Total</b>	\$1,625.58
Claim#	3541	MN DEPARTMENT OF REVENUE	Ck# 000817E	9/25/2013		
Cash Payment	G 101-21702	STATE WITHHOLDING		09/27/2013	Payroll	\$1,108.30
		Invoice				
Transaction Date	9/25/2013	Due 0	NORTH STAR CHE	10100	<b>Total</b>	\$1,108.30
	<b>Claim Type</b>	<b>Direct</b>			<b>Tota</b>	<b>\$7,659.09</b>

Pre-Written Check	\$7,659.09
Checks to be Generated by the Compute	\$0.00
<b>Total</b>	<b>\$7,659.09</b>



CITY OF LAUDERDALE

10/04/13 11:30 AM

Page 1

**\*Check Detail Register©**

OCTOBER 2013

		Check Amt	Invoice	Comment
<b>10100 NORTH STAR CHECKING</b>				
Paid Chk#	021766	6/11/2013	PRISCILLA THOMAS	
E	201-45600-369	MUSIC UNDER THE TREES	(\$200.00)	MUTT - Sweet Rhubarb
		<b>Total PRISCILLA THOMAS</b>	<b>(\$200.00)</b>	
Paid Chk#	021918	10/8/2013	AFSCME	
G	101-21709	UNION DUES	\$110.00	9/13 Union Dues
		<b>Total AFSCME</b>	<b>\$110.00</b>	
Paid Chk#	021919	10/8/2013	BOWNIK, JIM	
E	101-41200-331	TRAVEL EXPENSE	\$158.90	3Q13 Expense Report
		<b>Total BOWNIK, JIM</b>	<b>\$158.90</b>	
Paid Chk#	021920	10/8/2013	CITY OF FALCON HEIGHTS	
E	101-42100-321	FIRE CALLS	\$915.36	9/13 Fire Calls
		<b>Total CITY OF FALCON HEIGHTS</b>	<b>\$915.36</b>	
Paid Chk#	021921	10/8/2013	CITY OF ST ANTHONY	
E	101-42100-319	POLICE CONTRACT	\$50,169.17	10/13 Police Contract
		<b>Total CITY OF ST ANTHONY</b>	<b>\$50,169.17</b>	
Paid Chk#	021922	10/8/2013	CROIX OIL	
E	601-49000-212	MOTOR FUELS	\$160.64	6,7,8 & 9/13 Motor Fuels
E	101-43000-212	MOTOR FUELS	\$751.84	6,7,8 & 9/13 Motor Fuels
E	602-49100-212	MOTOR FUELS	\$160.64	6,7,8 & 9/13 Motor Fuels
		<b>Total CROIX OIL</b>	<b>\$1,073.12</b>	
Paid Chk#	021923	10/8/2013	EUREKA RECYCLING	
E	101-41200-201	GENERAL SUPPLIES	\$172.44	4 Cartons of Paper
		<b>Total EUREKA RECYCLING</b>	<b>\$172.44</b>	
Paid Chk#	021924	10/8/2013	GLTC PREMIUM PAYMENTS	
G	101-21706	HEALTH INSURANCE	\$50.90	10/13 Long Term Care Plan
		<b>Total GLTC PREMIUM PAYMENTS</b>	<b>\$50.90</b>	
Paid Chk#	021925	10/8/2013	GOPHER STATE ONE-CALL	
E	101-43400-386	GOPHER STATE ONE CALL	\$43.70	9/13 Locates
		<b>Total GOPHER STATE ONE-CALL</b>	<b>\$43.70</b>	
Paid Chk#	021926	10/8/2013	HOME DEPOT CRC	
E	101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$73.00	Light bulbs, cleaning supplies and trash bags
		<b>Total HOME DEPOT CRC</b>	<b>\$73.00</b>	
Paid Chk#	021927	10/8/2013	KELLY, KEVIN	
E	101-41200-331	TRAVEL EXPENSE	\$92.49	3Q2013 Expenses
		<b>Total KELLY, KEVIN</b>	<b>\$92.49</b>	
Paid Chk#	021928	10/8/2013	KENNEDY & GRAVEN TRUST ACCT	
E	402-48000-510	LAND	\$1,000.00	Earnest Money for 2430 Larpenteur Avenue

CITY OF LAUDERDALE

10/04/13 11:30 AM

Page 2

**\*Check Detail Register©**

OCTOBER 2013

			Check Amt	Invoice	Comment
<b>Total KENNEDY &amp; GRAVEN TRUST ACCT</b>			<b>\$1,000.00</b>		
Paid Chk#	021929	10/8/2013 KONICA MINOLTA			
	E 101-41200-401	COPIER CONTRACT	\$243.77		10/13 Copier Contract
		<b>Total KONICA MINOLTA</b>	<b>\$243.77</b>		
Paid Chk#	021930	10/8/2013 LMC			
	E 101-41100-308	TRAINING\CONFERENCES	\$40.00		LMC Regional Mtg. - Gaasch
		<b>Total LMC</b>	<b>\$40.00</b>		
Paid Chk#	021931	10/8/2013 MCFOA			
	E 101-41200-438	DUES & SUBSCRIPTIONS	\$70.00		MCFOA Annual Mebership -JB & KK
		<b>Total MCFOA</b>	<b>\$70.00</b>		
Paid Chk#	021932	10/8/2013 MET-COUNCIL ENVIRONMENTAL SER.			
	E 601-49000-387	WATER TREATMENT SERVICE	\$9,859.25		11/13 waste water treatment
		<b>otal MET-COUNCIL ENVIRONMENTAL SER.</b>	<b>\$9,859.25</b>		
Paid Chk#	021933	10/8/2013 NORTH SUBURBAN ACCESS CORP			
	E 202-49500-327	OTHER SERV- SEWER/NPDES I	\$715.59		3Q13 Webstreaming/Programming
		<b>Total NORTH SUBURBAN ACCESS CORP</b>	<b>\$715.59</b>		
Paid Chk#	021934	10/8/2013 RAMSEY COUNTY, PROP REC & REV			
	E 101-41200-355	MISC PRINTING/PROCESS SER	\$25.00		10/13 Employee Insurance
	E 101-42100-318	911 Dispatch	\$1,097.65		9/13 911 Dispatch
	E 101-42100-355	MISC PRINTING/PROCESS SER	\$6.24		9/13 800 MHz radio license
	G 101-21706	HEALTH INSURANCE	\$453.31		10/13 Employee Insurance
		<b>Total RAMSEY COUNTY, PROP REC &amp; REV</b>	<b>\$1,582.20</b>		
Paid Chk#	021935	10/8/2013 STANTEC			
	E 405-48500-327	OTHER SERV- SEWER/NPDES I	\$3,131.27		Sewer Lining Project
	E 101-48100-306	CONSULTING FEES	\$7,357.25		Larpenteur Avenue Project
	E 101-48100-306	CONSULTING FEES	\$1,332.00		Planning Consultant
		<b>Total STANTEC</b>	<b>\$11,820.52</b>		
Paid Chk#	021936	10/8/2013 SUBURBAN ACE HARDWARE			
	E 101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$85.51		Keys, Sledge Hammer Handle, fasteners and Pad Lock
		<b>Total SUBURBAN ACE HARDWARE</b>	<b>\$85.51</b>		
Paid Chk#	021937	10/8/2013 XCEL ENERGY, CITY HALL			
	E 101-43000-381	ELECTRIC	\$171.90		9/13 City Utilities
	E 101-43000-383	GAS UTILITIES	\$32.13		9/13 City Utilities
		<b>Total XCEL ENERGY, CITY HALL</b>	<b>\$204.03</b>		
Paid Chk#	021938	10/8/2013 XCEL ENERGY, STREET LIGHTING			
	E 101-43000-380	STREET LIGHT UTILITY	\$53.06		9/13 Bridge Lights
		<b>Total XCEL ENERGY, STREET LIGHTING</b>	<b>\$53.06</b>		
		<b>10100 NORTH STAR CHECKING</b>	<b>\$78,333.01</b>		

CITY OF LAUDERDALE

10/04/13 11:30 AM

Page 3

**\*Check Detail Register©**

OCTOBER 2013

Check Amt Invoice Comment

**Fund Summary**

**10100 NORTH STAR CHECKING**

101 GENERAL	\$63,505.62
201 COMMUNITY EVENTS	(\$200.00)
202 COMMUNICATIONS	\$715.59
402 CAPITAL IMPROVEMENTS	\$1,000.00
405 TIF-PROJECTS	\$3,131.27
601 SEWER UTILITIES	\$10,019.89
602 STORM SEWER ENTERPRISE FUND	\$160.64
	<hr/>
	\$78,333.01

CITY OF LAUDERDALE

10/04/13 11:36 AM

Page 1

**\*Check Detail Register©**

OCTOBER 2013

Check Amt Invoice Comment

---

**10100 NORTH STAR CHECKING**

Paid Chk# 021939	10/8/2013	VISU-SEWER CLEAN & SEAL INC		
E 405-48500-327	OTHER SERV- SEWER/NPDES I	\$116,259.10		Sewer Lining Project
<b>Total</b>	<b>VISU-SEWER CLEAN &amp; SEAL INC</b>	<b>\$116,259.10</b>		
		<hr/>		
<b>10100</b>	<b>NORTH STAR CHECKING</b>	<b>\$116,259.10</b>		

Fund Summary

---

<b>10100 NORTH STAR CHECKING</b>	
405 TIF-PROJECTS	\$116,259.10
	<hr/>
	\$116,259.10

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <span style="float: right;">_____ <u>X</u> _____</span>	MEETING DATE <u>October 8, 2013</u>
Special <span style="float: right;">_____</span>	ITEM NUMBER <u>HVAC System Cleaning, City Hall</u>
Public Hearing <span style="float: right;">_____</span>	STAFF INITIAL <u>Jim</u>
Report <span style="float: right;">_____</span>	APPROVED BY ADMINISTRATOR _____
Discussion/Action <span style="float: right;">_____</span>	
Resolution <span style="float: right;">_____</span>	
Work session <span style="float: right;">_____</span>	

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

City Hall was built in 1961, but the HVAC system hasn't ever been cleaned. Cleaning them will improve the indoor air quality of the building. There are three systems that would get cleaned– the council chambers, the offices, and the social room. The supply air ducts are underground, which makes cleaning more challenging and costly.

A Request For Quotes (RFQ) was sent to three companies. Each company has the following in common:

- They perform commercial cleaning of HVAC systems.
- The use High-Efficiency Particulate Air (HEPA) equipment.
- They are members of the National Air Duct Cleaners Association (NADCA).

Company	Price Quote
Legacy Services Corporation	\$2,600.00
Trinity-Vac Systems	\$5,142.00
Envirobate	\$14,270.00

**OPTIONS:**

- 1) Approve Legacy Services to cleaning the HVAC system at City Hall as part of the Consent Agenda.
- 2) Remove this item from the Consent Agenda for discussion only.
- 3) Remove this item from the Consent Agenda for discussion and action.

**STAFF RECOMMENDATION:**

By approving the Consent Agenda the Council is approving Legacy Services to clean the HVAC system at City Hall.

**COUNCIL ACTION:**



Legacy Services Corporation  
6390 McKinley Street NW  
Suite 120  
Ramsey, MN 55303  
Phone: 763.712.5656  
Fax: 763.712.5980  
[www.legacyservicescorp.com](http://www.legacyservicescorp.com)  
GC License #: BC638110

A Proposal to:

Jim Bownik  
651-792-7656  
[Jim.bownik@ci.lauderdale.mn.us](mailto:Jim.bownik@ci.lauderdale.mn.us)

Lauderdale City Hall

Work Site Location:  
Lauderdale City Hall  
1891 Walnut St  
Lauderdale, MN 55113

"Building a Tradition of Excellence" is much more than just a company slogan for Legacy Services Corporation. Our quality standards represent the level of service we're achieving on an everyday basis. From management staff to our highly trained technicians, Legacy is dedicated to providing our clients with safe, professional and cost effective solutions to their construction, environmental and / or insurance loss repair needs.

Work to be performed: Legacy Services proposes the decontamination of the 4 furnaces and all related supply, return and outside air duct work at the Lauderdale City Hall.

- Legacy will supply all materials and equipment to complete the job.
- Use a portable HEPA filtered vacuum collection system to place the section of affected ductwork under negative pressure to prevent particulates and/or debris from potentially dispersing from the ventilation system during decontamination operations.
- Isolate the duct section to be cleaned using protective barriers within the ductwork to prevent loose dirt and debris from migrating to cleaned sections of the system.
- Install access panels as deemed necessary for cleaning the related ductwork.
- Contact HEPA vacuum, power brush and gently agitate interior HVAC surfaces to loosen trapped debris and potential contaminants.
- All supply diffusers and return grills will be removed decontaminated and reinstalled.
- Before and after photos will be submitted after completion of job to insure a proper and complete job was done.

HVAC decontamination procedures will follow all guidelines and developed and promoted by the National Air Duct Cleaners Association (NADCA) in which Legacy Services Corporation is an active member.

lump sum	\$ 2,600.00
Tax (if applicable)	
Permit Fee (if applicable)	
<b>Total</b>	<b>\$ 2,600.00</b>

All work to be completed in a workmanlike manner according to standard practices. Any alterations or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate.

All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance. Owner agrees to supply Legacy Services Corporation with 110 volt power and water to complete the cleaning process.

**PRE-LIEN NOTICE**

**WE ARE REQUIRED BY LAW TO PROVIDE YOU WITH THE FOLLOWING NOTICE:**

**A. ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR COMPANY IS NOT PAID FOR SAID CONTRIBUTIONS. B. UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.**

**Warranty for Mold Abatement**

Legacy Services Corporation represents and warrants that the services to be performed by Legacy shall be substantially in accordance with mold abatement industry standards. Legacy makes no warranties or representation regarding, nor accepts any responsibility, for fungi, contaminated dust, debris or other unwanted materials or substances that may grow, amplify or re-grow subsequent to the performances of Legacy's services. Legacy expressly states that its services hereunder shall not be in any manner deemed to prevent the future collection, distribution, growth, or amplification of microbial contamination and Legacy expressly disclaims any responsibility or liability arising out of any microbial contamination that may grow or amplify subsequent to the performance of Legacy's services. Legacy further disclaims any liability or responsibility for any indoor air pollution, which may exist at the time of the performance of Legacy's services hereunder or which may subsequently exist as a result of the future collection, distribution, growth, or amplification of microbial contamination in the specified work area. The foregoing warranty is the sole and exclusive warranty provided by Legacy, and is in lieu of any and all other warranties, including, but not limited to any warranty of merchantability or fitness for a particular purpose.

**Legacy Services Warranty**

Pursuant to Minnesota Statute 327A.01 to 327A.08, Legacy provides the following residential warranties: 1) A one (1) year warranty that its work will be free from defects caused by faulty workmanship and defective materials due to noncompliance with building standards; 2) a two (2) year warranty that any plumbing, electrical, and heating and cooling systems will be free from defects caused by faulty installation or noncompliance with building standards; and 3) a ten (10) year warranty that Legacy's work will be free from major construction defects due to noncompliance with building standards.

Payment terms are Net 30. In the event payments are not made as outlined herein, the undersigned agrees to pay all costs of collection and attorney's fees incurred by Legacy Services Corporation.

The above prices, specifications and conditions are hereby accepted. You are authorized to complete the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Authorized Signature \_\_\_\_\_

Purchase Order #: \_\_\_\_\_

Printed Name \_\_\_\_\_



Ryan Foster – Operations Manager

September 17, 2013  
Date



# Trinity-Vac Systems

"Your IAQ Specialist"

1925 Oakcrest Ave. Suite 1  
Roseville, MN 55113  
Phone: 651-631-3263  
Fax: 651-631-4989  
[www.vacsystem.com](http://www.vacsystem.com)

Proposal Submitted To:	Phone	Date
City of Lauderdale		Revised 10-02-13
Street Address	Job Name/Bldg. Type	September 18, 2013
1891 Walnut Street	City Hall	Job Phone
City, State, Zip Code	Job Location	Company Type
Lauderdale, MN 55113	Same	
Project Coordinator	Date of Plans	Fax Phone
Jim Bownik		

We Hereby Submit Specifications and Estimates for: HVAC Decontamination, Cleaning

Trinity-Vac Systems to supply labor, equipment and materials to clean 3 furnaces all return/fresh air duct work and grilles, clean supply duct work that serves city chamber room.

Total -----\$ 2,963.00 tax included

Cleaning of in floor duct work; City to remove lower section of furnace to gain access to duct for cleaning, TVS can't fully guarantee cleanliness of duct due to accessibility.

Total-----\$ 5,142.00

Note: Does not include filters, or repair/replacement of mechanical insulation.

TERMS: NET 30 DAYS

ALL MATERIAL IS GUARANTEED AS SPECIFIED. ALL WORK TO BE COMPLETED IN A WORKMANLIKE MANNER ACCORDING TO STANDARD PRACTICES. ANY ALTERATION OR DEVIATION FROM ABOVE SPECIFICATIONS INVOLVING EXTRA COSTS WILL BE EXECUTED ONLY UPON WRITTEN ORDERS, AND WILL BECOME AN EXTRA CHARGE OVER AND ABOVE THE ESTIMATE. ALL AGREEMENTS CONTINGENT UPON STRIKES FULLY COVERED BY WORKMEN'S COMPENSATION INSURANCE.

AUTHORIZED SIGNATURE \_\_\_\_\_ Mike Murray

NOTE: WE MAY WITHDRAW THIS PROPOSAL IF NOT ACCEPTED WITHIN 30 DAYS

ACCEPTANCE OF PROPOSAL: THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED. YOU ARE AUTHORIZED TO DO THE ABOVE WORK AS SPECIFIED. PAYMENT IN FULL WILL BE MADE IN 30 DAYS OR LESS.

DATE OF ACCEPTANCE \_\_\_\_\_

SIGNATURE \_\_\_\_\_





# ENVIROBATE®

## PROPOSAL

PROPOSAL SUBMITTED TO: <b>City of Lauderdale</b> 1891 Walnut Street Lauderdale, MN 55113 <b>Attn: Jim Bownik</b>	PHONE: <b>651-792-7656</b>  e-mail: <b>jim.bownik@ci.lauderdale.mn.us</b>	DATE:  <b>9-13-13</b>
JOB ADDRESS: <b>Lauderdale City Hall</b> 1891 Walnut Street Lauderdale, MN 55113	JOB DESCRIPTION:  <b>HVAC System Cleaning &amp; Decontamination</b>	

EnviroBate, Inc. hereby submits specifications and estimates for: HVAC Cleaning & Coating

- 1): Clean 3 AHU's including all coils, dampers and internal compartments.
- 2): Clean and decontaminate all of the associated f/a, supply and return ductwork.
- 3): Remove all grilles, grates and diffusers wash with a de-greaser and re-install.
- 4): All work shall be performed under negative pressure to prevent cross-contamination.

**Total Cost of Project: \$14,270.00**

Envirobate, Inc. warrants that with respect to air duct cleaning that all work to be performed shall be in accordance with general specifications for the cleaning of commercial heating, ventilating and air conditioning systems published by National Air Duct Cleaners Association. With respect to mold remediation, EnviroBate, Inc. warrants that all work will be done pursuant to and consistent with guidelines promulgated by the Indoor Environments Division of the Environmental Protection Agency entitled Mold Remediation in Schools and Commercial Buildings. This document is numbered EPA 402-K-01-001. Furthermore, EnviroBate, Inc. will adhere to guidelines promulgated by the American Conference of Governmental Industrial Hygienists, which is considered the industry standard for mold remediation.

**Terms: Payment due within 30 days of invoice date (NET 30)**

Past due amounts will be subject to interest at a rate of 18%  
Per annum, or the highest rate permitted by applicable law.

**We propose hereby to furnish material and labor – complete in accordance with above specifications, for the total sum of: Fourteen-Thousand, Two-Hundred, Seventy and 00/100-----Dollars \$14,270.00**

**NOTE:** This proposal may be withdrawn by EnviroBate Metro, Inc.  
If not accepted within **30 days**

**Acceptance of Proposal** – The above prices, specifications and conditions are hereby accepted pending approval of contract. You are authorized to do the work as specified and will receive payment accordingly. Other terms of this contract have been negotiated and either have already been or will be memorialized in a separate agreement.

Authorized  
Signature

Timothy J. Pladson – IAQ/HVAC Division Manager


Signature \_\_\_\_\_

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

**LAUDERDALE COUNCIL  
ACTION FORM.**

**Action Requested**

Consent                      X    
Public Hearing                       
Discussion                           
Action                                
Resolution                          
Work Session                     

Meeting Date            October 8, 2013  
ITEM NUMBER          2430 Larpenteur Survey  
STAFF INITIAL            
APPROVED BY ADMINISTRATOR

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

As part of the purchasing process for 2430 Larpenteur Avenue, a survey should be conducted. A complete survey, which identifies easements and other encumbrances, is called an ULTA survey. Stantec and Woody Brown Surveying provided quotes.

Wood Brown Surveying: \$2,200  
Stantec: \$2,950

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council authorizes Woody Brown to prepare an ULTA survey for 2430 Larpenteur Avenue.

**COUNCIL ACTION:**

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent              X    
Public Hearing                
Discussion                   
Action                        
Resolution                   
Closed Session             

Meeting Date            October 8, 2013

ITEM NUMBER            Sanitary Sewer Lining

STAFF INITIAL              AB  

APPROVED BY ADMINISTRATOR

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

Visu-Sewer has completed about two-thirds of the lining project and are requesting payment. The City Engineer reviewed the request and confirmed all of the work for those sections was completed and televised.

**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council approves the \$2,695 change order and authorizes payment to Visu-Sewer, Inc. in the amount of \$116,259.10

**COUNCIL ACTION:**



**Stantec Consulting Services Inc.**  
2335 Highway 36 West  
St. Paul MN 55113  
Tel: (651) 636-4600  
Fax: (651) 636-1311

October 3, 2013  
File: 19381840

City of Lauderdale  
1891 Walnut Street  
Lauderdale, MN 55113

Re: 2013 Sanitary Sewer Lining Project Pay Request No. 1 and Change Order No. 1

Dear Heather,

Transmitted herewith are three (3) copies of Request for Payment No. 1 and Change Order No. 1. Please execute the documents, keep one copy for your files, and forward one (1) copy to the contractor, and one (1) copy to our office.

Should you have any questions regarding this project, please feel free to call me at 651-604-4894.

Regards,

Stantec Consulting Services, Inc.

A handwritten signature in black ink, appearing to read "D. Amundsen".

Darren Amundsen  
Senior Project Manager  
Phone: (651) 604-4894  
Darren.Amundsen@stantec.com

Attachment: Pay Request No. 1, Change Order No. 1



Owner: City of Lauderdale, 1891 Walnut St., Lauderdale, MN 55113	Date: September 26, 2013
For Period: 9/1/2013 to 9/26/2013	Request No 1
Contractor: Visu-Sewer, Inc., W230-N4855 Betker Dr., Pewaukee, WI 53072	

**CONTRACTOR'S REQUEST FOR PAYMENT**  
 2013 SANITARY SEWER LINING PROJECT  
 STANTEC PROJECT NO. 193801840

**SUMMARY**

1	Original Contract Amount		\$ <u>180,210.00</u>
2	Change Order - Addition	\$ <u>2,695.00</u>	
3	Change Order - Deduction	\$ <u>0.00</u>	
4	Revised Contract Amount		\$ <u>182,905.00</u>
5	Value Completed to Date		\$ <u>122,378.00</u>
6	Material on Hand		\$ <u>0.00</u>
7	Amount Earned		\$ <u>122,378.00</u>
8	Less Retainage 5%		\$ <u>6,118.90</u>
9	Subtotal		\$ <u>116,259.10</u>
10	Less Amount Paid Previously		\$ <u>0.00</u>
11	Liquidated damages -		\$ <u>0.00</u>
12	AMOUNT DUE THIS REQUEST FOR PAYMENT NO. <u>1</u>		\$ <u>116,259.10</u>

Recommended for Approval by:

**STANTEC**

Approved by Contractor:  
**VISU-SEWER, INC.**

Approved by Owner:  
**CITY OF LAUDERDALE**

Specified Contract Completion Date:

Date:

No.	Item	Contract Unit	Contract Quantity	Unit Price	Current Quantity	Quantity to Date	Amount to Date
<b>PART 1: EUSTIS STREET PROJECT</b>							
1	MOBILIZATION	LS	1	1325.00	1	1	\$1,325.00
2	TRAFFIC CONTROL	LS	1	50.00	1	1	\$50.00
3	SEWER REHABILITATION WITH CIPP, 8"	LF	2650	22.00	1639	1639	\$36,058.00
4	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	30	345.00	12	12	\$4,140.00
5	REMOVE PROTRUDING SEWER SERVICES	EA	22	25.00	5	5	\$125.00
	TOTAL PART 1: EUSTIS STREET PROJECT						<u>\$41,698.00</u>
<b>PART 2: ALLEY PROJECT</b>							
6	MOBILIZATION	LS	1	650.00	1	1	\$650.00
7	TRAFFIC CONTROL	LS	1	50.00	1	1	\$50.00
8	SEWER REHABILITATION WITH CIPP, 8"	LF	1300	22.00	330	330	\$7,260.00
9	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	25	345.00			\$0.00
10	REMOVE PROTRUDING SEWER SERVICES	EA	18	25.00	4	4	\$100.00
	TOTAL PART 2: ALLEY PROJECT						<u>\$8,060.00</u>
<b>PART 3: TH 280 AREA TRUNK PROJECT (MH 1-5)</b>							
11	MOBILIZATION	LS	1	335.00	1	1	\$335.00
12	TRAFFIC CONTROL	LS	1	2500.00	1	1	\$2,500.00
13	BYPASS PUMPING	LS	1	3850.00	1	1	\$3,850.00
14	SEWER REHABILITATION WITH CIPP, 15"	LF	770	59.50	770	770	\$45,815.00
15	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	1	345.00			\$0.00
16	REMOVE PROTRUDING SEWER SERVICES	EA	0	0.00			\$0.00
	TOTAL PART 3: TH 280 AREA TRUNK PROJECT (MH 1-5)						<u>\$52,500.00</u>
<b>ALTERNATE NO. 1 - TH 280 AREA TRUNK PROJECT (MN 5-6)</b>							
17	MOBILIZATION	LS	1	135.00	1	1	\$135.00
18	TRAFFIC CONTROL	LS	1	133.00	1	1	\$133.00
19	BYPASS PUMPING	LS	1	1330.00	1	1	\$1,330.00
20	SEWER REHABILITATION WITH CIPP, 15"	LF	266	59.50	266	266	\$15,827.00
21	SERVICE LATERAL REPAIR BY CHEMICAL GROUT	EA	2	345.00			\$0.00
22	REMOVE PROTRUDING SEWER SERVICES	EA	2	150.00			\$0.00
	TOTAL ALTERNATE NO. 1 - TH 280 AREA TRUNK PROJECT (MN 5-6)						<u>\$17,425.00</u>
<b>CHANGE ORDER NO. 1</b>							
1	ADDITIONAL CLEANING	LS	1	2695.00	1	1	\$2,695.00
	TOTAL CHANGE ORDER NO. 1						<u>\$2,695.00</u>
TOTAL PART 1: EUSTIS STREET PROJECT							\$41,698.00
TOTAL PART 2: ALLEY PROJECT							\$8,060.00
TOTAL PART 3: TH 280 AREA TRUNK PROJECT (MH 1-5)							\$52,500.00
TOTAL ALTERNATE NO. 1 - TH 280 AREA TRUNK PROJECT (MN 5-6)							\$17,425.00
TOTAL CHANGE ORDER NO. 1							\$2,695.00
<b>TOTAL WORK COMPLETED TO DATE</b>							<b><u>\$122,378.00</u></b>

**PROJECT PAYMENT STATUS**

OWNER CITY OF LAUDERDALE  
STANTEC PROJECT NO. 193801840  
CONTRACTOR VISU-SEWER, INC.

**CHANGE ORDERS**

No.	Date	Description	Amount
1	9/26/2013	This Change Order provides for additional work on this project. See Change Order.	\$2,695.00
<b>Total Change Orders</b>			\$2,695.00

**PAYMENT SUMMARY**

No.	From	To	Payment	Retainage	Completed
1	09/01/2013	09/26/2013	116,259.10	6,118.90	122,378.00

**Material on Hand**

Total Payment to Date		\$116,259.10	Original Contract	\$180,210.00
Retainage Pay No.	1	6,118.90	Change Orders	\$2,695.00
Total Amount Earned		\$122,378.00	Revised Contract	\$182,905.00





Owner: City of Lauderdale, 1891 Walnut St., Lauderdale, MN 551	Date	September 26, 2013
Contractor: Visu-Sewer, Inc., W230-N4855 Betker Dr., Pewaukee, WI 53072		
Bond Co: Merchants Bonding Co., 2100 Fleur Dr., Des Moines, IA 50321		Bond No: MNC 65102

**CONSTRUCTION CHANGE ORDER NO. 1**  
2013 SANITARY SEWER LINING PROJECT  
STANTEC PROJECT NO. 193801840

**Description of Work**

This Change Order provides for additional cleaning between MH-11 and MH-10.

No.	Item	Unit	Contract Quantity	Unit Price	Total Amount
	<b>CHANGE ORDER NO. 1</b>				
1	ADDITIONAL CLEANING	LS	1	\$2,695.00	\$2,695.00
	<b>TOTAL CHANGE ORDER NO. 1:</b>				<b>\$2,695.00</b>

Original Contract Amount	\$180,210.00
Previous Change Orders	\$0.00
This Change Order	\$2,695.00
Revised Contract Amount (including this change order)	<u>\$182,905.00</u>

**CHANGE IN CONTRACT TIMES**

Original Contract Times:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Increase of this Change Order:

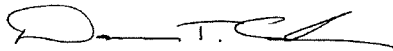
- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Contract Time with all approved Change Orders:

- Substantial Completion (days or date):
- Ready for final Payment (days or date):

Recommended for Approval by:

**STANTEC**



Date: 9/26/2013

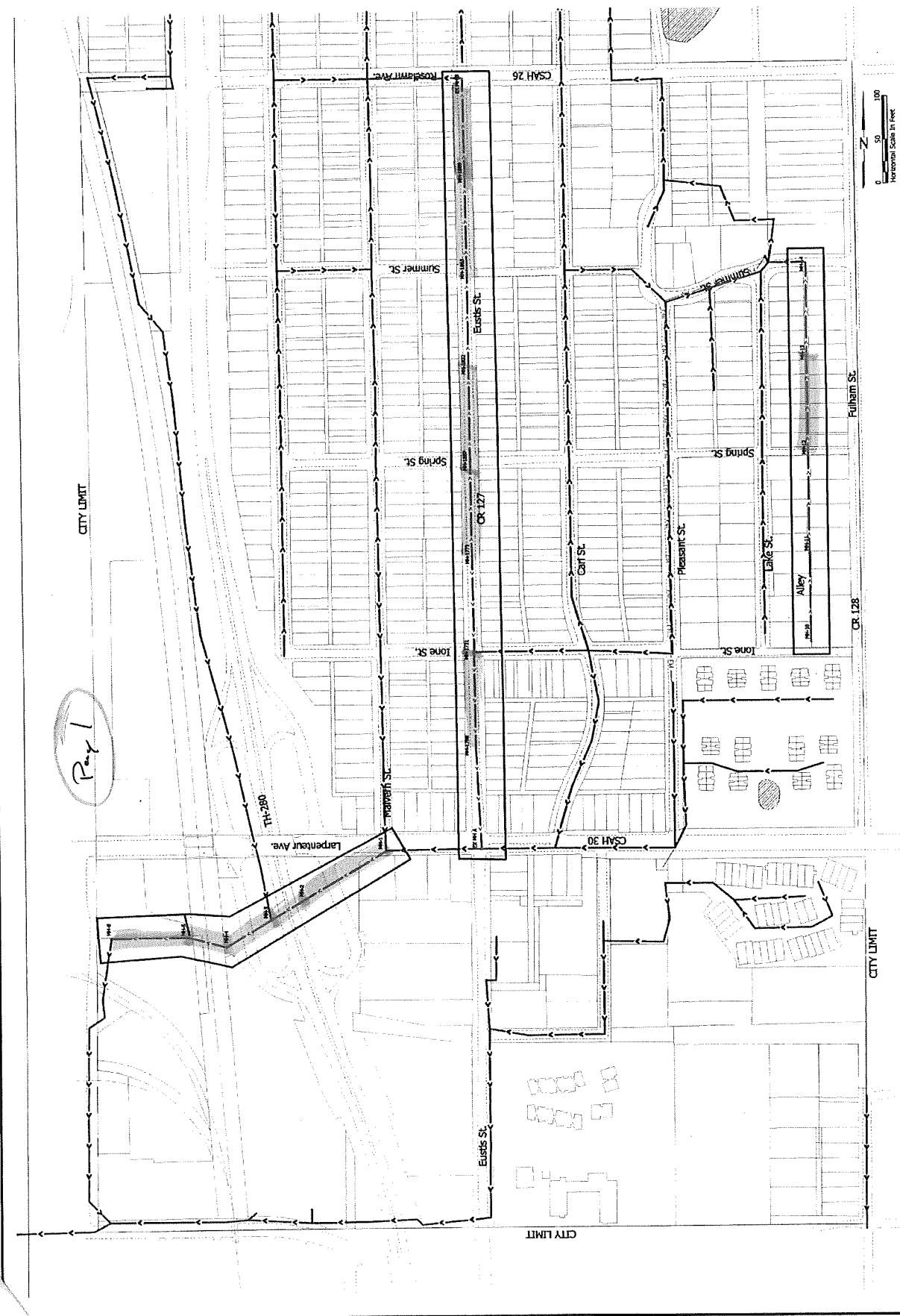
Approved by Contractor:  
**VISU-SEWER, INC.**

Approved by Owner:  
**CITY OF LAUDERDALE**

Date

Date

- cc: Owner
- Contractor
- Bonding Company
- Stantec



Page 1

CITY OF LAUDERDALE

10/04/13 11:16 AM

Page 1

**\*Claim Register©**

2013sewproj1

OCTOBER 2013

---

<b>Claim Type</b>	<b>Direct</b>			
Claim#	3564	VISU-SEWER CLEAN & SEAL INC		
Cash Payment	E 405-48500-327	OTHER SERV- SEWER/N	Sewer Lining Project	\$116,259.10
Invoice				
Transaction Date	10/4/2013	NORTH STAR CHE	10100	<b>Total</b> \$116,259.10
<b>Claim Type</b> Direct				<b>Tota</b> \$116,259.10

Pre-Written Check	\$0.00
Checks to be Generated by the Compute	\$116,259.10
Total	\$116,259.10



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date October 10, 2013  
ITEM NUMBER Animal Control Ordinance  
STAFF INITIAL \_\_\_\_\_  
APPROVED BY ADMINISTRATOR \_\_\_\_\_

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

I made revisions to the draft ordinance based on the September 24 council discussion. After the meeting, I also added the following language:

K. Residents maintaining hens on the date of ordinance adoption must apply for a permit by January 1, 2014. Any resident not meeting the requirements of 5-3-6 on the date of ordinance adoption will have until January 1, 2014 to come into compliance.

The draft is ready for adoption unless the Council would like to make additional changes. After adoption, staff will send notice of the new ordinance requirements to those that currently have chickens.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to adopt the amended Animal Control Ordinance and Resolution 100813A—A Resolution Authorizing Publication of Ordinance No. 13-03 by Title and Summary.

**RESOLUTION NO. 100813A**

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

**RESOLUTION AUTHORIZING PUBLICATION OF ORDINANCE  
NO. 13-03 BY TITLE AND SUMMARY**

**WHEREAS**, the City Council of the City of Lauderdale has adopted Ordinance No. 13-03 amending Title 5, Chapter 3 of the Code of Ordinances regarding animal control regulations; and

**WHEREAS**, Ordinance No. 13-03 is approximately 27 pages in length; and

**WHEREAS**, Minnesota Statutes Section 412.191, subdivision 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps; and

**WHEREAS**, the City Council believes that the following summary would clearly inform the public of the intent and the effect of the Ordinance.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Lauderdale that the city administrator shall cause the following summary of Ordinance No. 13-03 of the City Code to be published in the official newspaper in lieu of the entire ordinance.

**PUBLIC NOTICE**

The City Council of the City of Lauderdale has adopted Ordinance No. 13-03, amending Title 5, Chapter 3 of the Code of Ordinances regarding animal control regulations. Section 5-3-4 clarifies the procedures for applying for a permit for a non-domesticated or farm animal. Section 5-3-5 replaces the domestic animal licensing program with a one-time registration program. Section 5-3-6 allows for the keeping of hen chickens under certain conditions. Section 5-3-7 allows for the keeping of honeybees under certain conditions. Section 5-3-8 includes an expanded list of animal behaviors that are considered nuisances. Section 5-3-12 defines the appeals process for dangerous and potentially dangerous dogs. Section 5-3-14 provides penalties that may be imposed in order to enforce the ordinance requirements.

---

Heather Butkowski, City Administrator

**BE IT FURTHER RESOLVED**, by the City Council of the City of Lauderdale that the city administrator keeps a copy of the ordinance at City Hall for public inspection.

Dated this 8<sup>th</sup> day of October, 2013.

APPROVED:

---

Jeffrey Dains, Mayor

ATTEST:

---

Heather Butkowski, City Administrator

(Roseville Review: October 15, 2013)



**CITY OF LAUDERDALE  
ORDINANCE NO. 13-03**

An Ordinance amending Title 5, Chapter 3 of the Code of Ordinances Regarding Animal Control.

The City Council of the City of Lauderdale ordains as follows:

SECTION I. The Lauderdale City Code is amended by deleting the ~~stricken~~ material and adding the underlined materials as follows:

CITY OF LAUDERDALE

ANIMAL CONTROL<sup>1</sup>

SECTION:

- 5-3--1: Definitions
- 5-3--2: Enforcement
- 5-3--3: Exemptions
- 5-3--4: Non-Domesticated and Farm Animals
- 5-3--4-1: Permit Required
- 5-3--4-2: Permit Application; Fees
- 5-3--4-3: Hearing
- 5-3--4-4: Term Of Permit; Renewal
- 5-3--4-5: Revocation
- ~~5-3-4-6: Home Occupation~~
- ~~5-3-4-7: Penalty~~
- 5-3--5: Dogs And Cats Domestic Animals
- 5-3--5-1: License And Registration; Exceptions
- 5-3--5-2: Vaccination Required
- 5-3--5-3: Licensing Registration Procedures
- 5-3--6: Regulations Chickens
- 5-3--6-1: Purpose
- 5-3--6-2: Limits
- 5-3--6-3: Permitting Process
- 5-3--6-4: Additional Provisions
- 5-3--7: Impoundment Keeping of Bees
- 5-3--7-1: Purpose
- 5-3--7-2: Permitting Process
- 5-3--7-3: Additional Provisions
- 5-3--8: Rabies Control Regulations
- 5-3--9: Biting Animals To Be Quarantined Impoundment

---

<sup>1</sup> M.S.A. §§ 18.021 et seq., chapters 356 and 347, §§ 561.07, 609.227, and 609.605.

- 5-3-10: ~~Potentially Dangerous Dogs~~ Rabies Control
- 5-3-11: ~~Dangerous Dogs~~ Biting Animals to be Quarantined
- 5-3-12: ~~Destruction of Dangerous~~ and Potentially Dangerous Dogs
- 5-3-13: Penalty Home Occupation
- 5-3-14: Penalty

5-3-1: DEFINITIONS:

As used in this Chapter, except as otherwise provided, the following terms shall have the respective meanings ascribed to them:

ANIMAL CONTROL AUTHORITY: ~~Means~~ Means an agency of the state, county, municipality ~~or city~~, or other governmental subdivision of the state, which is responsible for animal control operations in its jurisdiction.

ANIMAL, DOMESTIC: Animals commonly accepted as domesticated household pets. Unless otherwise defined, such animals shall include dogs, cats, caged birds, gerbils, hamsters, ferrets, mice, rats, guinea pigs, chinchillas, domesticated rabbits, fish, and non-poisonous, non-venomous or non-constricting reptiles or amphibians.

ANIMAL, NON-DOMESTIC: Those animals commonly considered to be naturally wild and not naturally trained or domesticated, or which are commonly considered to be inherently dangerous to the health, safety, and welfare of people. Unless otherwise defined, such animals shall include:

- A. ~~Any~~ All members of the large cat family (family felidae) including, but not limited to, lions, tigers, cougars, bobcats, leopards, cheetahs, ocelots, servals, and jaguars, but excluding domesticated house cats cats recognized as a domestic breed, registered as a domestic breed, and shown as a domestic breed by a national or international multibreed cat registry association.
- B. ~~Any~~ All naturally wild members of the canine family (family canidae) including, but not limited to, wolves, foxes, coyotes, dingoes, and jackals, but excluding ~~domesticated dogs~~ recognized as a domestic breed, registered as a

domestic breed, and shown as a domestic breed by a national or international multibreed dog registry association.

- C. Any hybrid or crossbreeds between a domesticated animal and a non-domesticated animal, such as the crossbreed between a wolf and a dog.
- D. Any member or relative of the rodent family, including, but not limited to, any skunk (whether or not descended), raccoon, or squirrel, but excluding those members otherwise defined ~~or commonly accepted as domesticated pets~~ as "Animal, Domestic" above.
- E. Any poisonous, venomous, constricting or inherently dangerous member of the reptile or amphibian families, including but not limited to, rattlesnakes, boa constrictors, pit vipers, crocodiles, and alligators.
- F. Any other animal which is not explicitly listed above but which can be reasonably defined by the terms of this subpart, including, but not limited to, bears, deer, monkeys, and game fish.
- G. All nonhuman primates, including, but not limited to, lemurs, monkeys, chimpanzees, gorillas, orangutans, marmosets, lorises, and tamarins.
- H. All other animals defined as regulated by Minnesota Statutes 346.155, as may be amended from time to time.

ANIMAL, FARM: Those animals commonly associated with a farm or performing work in an agricultural setting. Unless otherwise defined, such animals shall include members of the equestrian family (horses, mules), bovine family (cows, bulls), sheep, poultry (male chickens, turkeys), fowl (ducks, geese), swine (pigs, including Vietnamese pot-bellied pigs), goats, bees other than honeybees, llamas, alpacas, and other animals associated with a farm, ranch or stable.

APIARY: The assembly of one or more colonies of bees in a single location.

AT LARGE: An unattended animal on public property; or an unattended animal on private property without the consent of the property owner.

BEEKEEPER: A person who owns or has charge of one or more colonies of bees.

CAT: Any domesticated feline animal, male or female, whole or neutered.

CHICKENS OR HEN CHICKENS: Female, domesticated fowl belonging to the Gallus gallus domesticus subspecies kept for the production of eggs.

CHICKEN COOP: A temporary structure for housing chickens which is made of wood or similar materials that provides shelter from the elements.

CHICKEN RUN: An enclosed outside yard for keeping chickens.

COLONY: An aggregate of bees consisting principally of workers, but having, when perfect, one queen and at times drones, brood, combs, and honey.

~~DANGEROUS DOG: Any dog that has committed any of the acts set forth below~~Means any dog that has:

- A. Without provocation, inflicted substantial bodily harm on a human being on public or private property; or
- B. Killed a domestic animal without provocation while off the owner's property; or
- C. Been found to be a ~~potentially dangerous dog~~, and after the owner has been notified that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

DOG: Any domesticated canine animal, male or female, whole or neutered.

ELECTRONICALLY TAGGED ANIMAL: A animal that has been implanted with a microchip or other electronic device that

uniquely identifies the animal and its owner when the device is scanned.

GREAT BODILY HARM: Bodily injury which creates a high probability of death, or which causes serious permanent disfigurement, or which causes a permanent or protracted loss or impairment of the function of any bodily member or organ or other serious bodily harm.

HONEYBEES or BEES: Means at all stages of life of the common domestic honey bee, apis mellifera (Does not refer to the African subspecies and Africanized hybrids).

~~PROPER ENCLOSURE: means securely confined indoors or outdoors in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the animal. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which a door or window screens are the only obstacle that prevent the animal from exiting.~~

OWNER: Any person, firm, corporation, organization, or department processing, harboring, keeping, having an interest in, or having care, custody, or control of an animal.

~~POTENTIALLY DANGEROUS DOG: Any dog that has committed any of the acts set forth below~~Means any dog that:

- A. When unprovoked, inflicts bites on a human or domestic animal on public or private property;
- B. When unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
- C. Has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

PROPER ENCLOSURE: Means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the animal to exit of its own volition, or any house or structure in which windows are open or in which a door or window screens are the only obstacles that prevent the animal from exiting.

PROVOCATION: Means an act that an adult could reasonably expect may cause a dog to attack or bite.

RESTRAINED: On a leash of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal; in a vehicle; or confined to the owner's property by proper enclosure, leash, or fencing (including electronic fencing), or absolute voice command.

ROOSTER: Male, domesticated fowl belonging to the Gallus gallus domesticus subspecies.

SUBSTANTIAL BODILY HARM: Bodily injury which involves a temporary but substantial disfigurement, or which causes a temporary but substantial loss or impairment of the function of any bodily member or organ, or which causes a fracture of any bodily member. (Ord. 12, 7-27-1993)

#### 5-3-2: ENFORCEMENT:

A. Animal Control Officer, Law Enforcement Agency: The provisions of this Chapter shall be enforced by an Animal Control Officer and/or, the members of the City's law enforcement agency which has a contract for such duties with the City, and city staff.

B. Interference: No person shall, in any manner, interfere with or hinder an Animal Control or law enforcement officer in the discharge of their duties.

C. Right Of Entry: For the purpose of discharging the duties imposed by this Chapter, any Animal Control Officer and/or law enforcement officer is empowered to enter upon private property. (Ord. 12, 7-27-1993)

#### 5-3-3: EXEMPTIONS:

The following provisions of this Chapter shall not apply in the following circumstances:

A. Unless specified herein, the provisions of this Chapter shall not apply to animals used or confined at hospitals, clinics, or businesses operated by licensed veterinarians.

B. Section 5-3-5-2 relating to vaccination requirements shall not apply to any animal belonging to a nonresident of the City and kept within the City for not longer than thirty (30) days, provided all such animals shall, at all times while in the City, be restrained by the owner.

C. Sections 5-3-10 and 5-3-11 relating to dangerous dogs and potentially dangerous dogs shall not apply to dogs under the control of a law enforcement officer.

D. Subsections 5-3-6A and 6C shall not apply to raptors possessed by licensed falconers holding valid State and Federal Falconry Permits so long as the conditions of the permit are being satisfied. ~~(Ord. 12, 7-27-1993)~~

E. Section 5-3-4 shall not apply to ~~licensed kennels, pet stores, or veterinary clinics.~~ ~~(Ord. 84, 11-19-1985)~~

#### 5-3-4: NON-DOMESTIC AND FARM ANIMALS:

##### 5-3-4-1: PERMIT REQUIRED:

It shall be unlawful to keep or maintain a non-domesticated or farm animal without first having obtained a permit therefore. ~~It shall also be unlawful to keep or maintain more than two (2) rabbits, chinchillas, or guinea pigs without first having obtained a permit therefore. All of the aforementioned are hereinafter referred to as "animals".~~ ~~(Ord. 84, 11-19-1985)~~

##### 5-3-4-2: PERMIT APPLICATION; FEE:

A. Application: Any person desiring a permit required by Section 5-3-4-1 to keep or maintain a non-domesticated or farm animal shall make application to the City Council.

B. Required Information: The application shall contain the name and address of the applicant; the address of the

premises upon which the animal ~~are~~ is to be kept; the number, species ~~and, except in the case of bees, the,~~ and sex of ~~such~~ the animal; a description of the animal's enclosure and its location on the property; and a statement regarding any property damage or physical injuries caused by ~~such~~ the animal ~~or animals~~ in the past.

C. Additional Information: The City Council may also require submission of such additional information or material as it deems necessary or convenient to administer this Section.

D. Initial And Renewal Permit Fees: The applicant shall pay to the City Administrator such initial permit fee and renewal permit fee as shall be established from time to time by Council resolution.

E. Hearing Date; Notice Of Hearing: Upon submission of the initial application, the City Administrator shall set a date for a hearing on the application before the City Council and shall notify the owners of all properties located within two hundred feet (200') of the subject premises of the date and time of the hearing. (Ord. 84, 11-19-1985)

5-3-4-3: HEARING:

A. Testimony And Evidence: At the hearing ~~scheduled on the application,~~ the City Council may take such testimony or receive such documents or information as it deems appropriate.

B. Potential Hazard Or Nuisance: No permit shall be issued if the City Council finds that such animal or animals, because of their number, size, proximity to other properties, history of vicious or destructive actions, or inherent characteristics are, or are likely to, become either a nuisance or a hazard to the public health or safety.

~~C. Bees: In the case of bees, no permit shall be issued unless the hive or hives are to be located at least three hundred feet (300') from any other property. (Ord. 84, 11-19-1985)~~

5-3-4-4: TERM OF PERMIT; RENEWAL:

Permits shall be valid until December 31 of the year of issuance and shall be renewed annually. Applications for permit renewal must be received 45 days prior to the end of



the current permit to allow for processing. Renewals require the same notification and hearing process described in Sections 5-3-4-2 and 5-3-4-3. (~~Ord. 84, 11-19-1985; 1996 Code~~)

5-3-4-5: REVOCATION:

The City Council may revoke a permit prior to its expiration if it finds that the terms or conditions of the permit have been violated or if the animal or animals have become either a public nuisance or a hazard to the public health or safety. Nothing herein shall be construed to prohibit or constrain any action allowed by law designed to prevent the spread of disease or the imminent damage to persons or property caused by such animal or animals. (Ord. 84, 11-19-1985)

~~5-3-4-6: HOME OCCUPATION:~~

~~Nothing contained in Section 5-3-4 shall be construed as permitting anyone to keep or maintain animals for sale or as a part of a business, unless otherwise licensed or permitted. (Ord. 84, 11-19-1985)~~

~~5-3-4-7: PENALTY:~~

~~Any person who violates the provisions of Section 5-3-4 shall be guilty of a misdemeanor and shall be subject to penalty as provided in Section 1-4-1 of this Code. (Ord. 84, 11-19-1985; 1996 Code)~~

5-3-5: DOGS AND CATS DOMESTIC ANIMALS:

5-3-5-1: LICENSE AND REGISTRATION; EXCEPTIONS:

A. Domestic animals such as caged birds, gerbils, hamsters, ferrets, mice, rats, guinea pigs, chinchillas, domesticated rabbits, fish, and non-poisonous, non-venomous or non-constricting reptiles or amphibians are exempt from the registration provisions outlined below but must adhere to the regulations outlined in Section 5-3-8.

B. All dogs and cats within the City shall be licensed/registered, except the following:

A1. Dogs and cats less than six (6) months of age;

B~~2~~. Dogs and cats whose owners are temporary visitors within the City for thirty (30) days or less in a calendar year; and

C~~3~~. Dogs being used by law enforcement officers. (~~Ord. 12, 7-27-1993~~)

4. Dogs belonging to non-residents that use City dog park facilities are not required to register their dogs but they may do so following the same procedures outlined in Section 5-3-5-3.

5-3-5-2: VACCINATION REQUIRED:

It shall be unlawful for any dog or cat owner to keep or maintain any dog or cat older than six (6) months of age ~~unless it has been vaccinated with an~~ the owner can provide proof of a current anti-rabies vaccine certificate issued by a licensed veterinarian. No license or license renewal shall be issued except upon compliance with this Section. (~~Ord. 12, 7-27-1993; 1996 Code~~)

5-3-5-3: ~~LICENSING~~ REGISTRATION PROCEDURES:

A. Application: Except as herein provided, within thirty (30) days after acquiring possession of a dog or cat five (5) months or older, ~~the owner of the dog or cat shall make application to register their animal for a dog or cat license. The application shall be on forms provided by the City Administrator. The~~ Prior to registration, the applicant shall also present proof of vaccination to the City Administrator prior to the issuance or renewal of a license.

B. ~~License Registration Fee~~: The license registration fee for each dog or cat must be submitted with the application. The fee will be established by the City Council resolution from time to time. The City Council may establish reduced registration rates for animals that have been spayed, neutered, and/or electronically tagged.

C. ~~Term Of License of the Registration~~: A license shall be issued for a period of time not to exceed the expiration date of the rabies vaccination. The registration record will be maintained by the City for fifteen (15) years. Animals that live beyond fifteen (15) years may be registered again. Dogs and cats with current licenses as of the date of adoption will not need to complete the

registration process. The owner of record will be mailed a new tag to be affixed to their dog or cat as described in section 5-3-5-3-D.

~~D. Issuance: Upon completion of the application form, receipt of the license fee and receipt of the proof of vaccination, the City Administrator shall cause a dog or cat license to be issued to the applicant for a particular dog or cat.~~

~~ED. Receipt And Tags: The~~Upon conclusion of the registration process, the City Administrator or designee shall cause a license fee receipt to be issued to the applicant along with a metallic registration tag to the applicant. The applicant shall cause the tag to be affixed permanently by a metal fastening device~~the tag to the collar of the licensed registered dog or cat in such a manner that the tag may be easily observed.~~

~~FE. Duplicate Tag: If a tag is lost, a duplicate may be issued by the City Administrator upon presentation of a receipt showing payment of the initial license fee and upon payment of an additional fee established by the City Council for each duplicate tag.~~

~~GF. Change Of Address: An applicant who has obtained registered a dog or cat license shall notify the City Administrator of applicant's address changes within the corporate limits of the City within ten thirty (1030) days of any address change.~~

~~HG. Counterfeit Tags: No person shall counterfeit or attempt to counterfeit the dog or cat license registration tags. (Ord. 12, 7-27-1993)~~

#### 5-3-6: CHICKENS

##### 5-3-6-1: PURPOSE:

It is recognized that the ability to cultivate one's own food is a sustainable activity that can also be a rewarding past time. Therefore, it is the purpose of this section to permit the keeping and maintenance of hen chickens in a clean and sanitary manner that is not a nuisance to or detrimental to the public health, safety, and welfare of the community.

5-3-6-2: LIMITS:

It is unlawful for any person to keep or harbor hen chickens on a residentially zoned property without a permit. No permit will be issued for the keeping of roosters on any premises. The keeping of other poultry is prohibited.

5-3-6-3: PERMITTING PROCESS:

A. Application for Twelve or Fewer Hens: Any person desiring a permit for twelve (12) or fewer hens shall make application to the City. The application shall contain the name and address of the applicant, the address of the premises upon which the chickens are to be kept, the number of chickens desired, a site plan showing the location and size of the proposed chicken coop and run, a plan for maintaining an adequate temperature in the coop in both winter and summer conditions, and a description of how the chickens will be managed to prevent them from becoming a nuisance.

B. Application for more than Twelve Hens: Any person desiring a permit for more than twelve (12) hens shall make application to the City. The application shall contain the name and address of the applicant, the address of the premises upon which the chickens are to be kept, the number of chickens desired, a site plan showing the location and size of the proposed chicken coop and run, a plan for maintaining an adequate temperature in the coop in both winter and summer conditions, and a description of how the chickens will be managed to prevent them from becoming a nuisance.

C. Permit Issuance: Permits for twelve hens or less will be issued by staff once they determine the applicant meets the criteria established in 5-3-6-3-A. Permits for more than twelve hens are made at the discretion of the City Council based on the information provided in 5-3-6-3-B and the record of the hearing on the matter.

D. Hearing: Once city staff deems an application for more than twelve hens complete, the City Administrator shall set a date for a hearing on the application at a City Council meeting. At the hearing, the City Council may take testimony or receive information it deems appropriate.

Upon conclusion of the hearing, the Council may deny a permit request, issue a permit as requested, or issue a permit with conditions.

E. Term of Permit; Renewal: All permits are valid for up to two (2) years ending December 31 of the second year of the permit. Applications for renewal must be received 45 days prior to the end of the current permit to allow processing of the renewal. Renewals require the same process described in Section 5-3-6-3.

F. Permit Non-Renewal or Revocation: City staff may refuse to grant or may revoke a permit if the chickens become a nuisance, as evidenced by a second substantiated violation (within twelve (12) months of a first substantiated violation) of this section of the City Code or Title 4 of the City Code.

The owner may appeal the non-renewal or revocation by scheduling a hearing by the City Council with the City Administrator within ten calendar days of the date of the notice. Following the appeals hearing, the City Council shall make a determination of facts and shall, based upon such determination, affirm, repeal, or modify the non-renewal or revocation order. If the City Council upholds staff's permit revocation or non-renewal, the owner shall have thirty (30) days to remove the hens from the property.

5-3-6-4: ADDITIONAL PROVISIONS:

A. Fee Owner Permission: If the permit applicant is not the fee owner of the premises on which the chickens are sought to be kept and for which the permit would apply, the application shall be signed by all fee owners of the premises.

B. Zoning: The principal use of the specific property must be single-family residential (including legal duplexes).

C. Non-Transferability: Permits are non-transferable and do not run with the land. A permit is granted to the chicken keeper by the City and does not create a vested zoning right.

D. Enclosures: Chicken coops (roofed structures) and runs are not considered accessory structures per the City's

Zoning Code but they must adhere to the following: chicken coops (roofed structures) must be located in the rear yard; be no closer than 3 feet from the nearest property line; and not exceed 120 square feet in size. The Council reserves the right to waive any or all of these requirements. One coop is allowed per parcel. Chicken coops are not allowed to be located in any part of the home including attached garages. Coops shall be constructed and maintained in a workmanlike manner, shall be rodent proof, and shall not be made of scrap, waste board, sheet metal, or similar materials.

E. At Large: No person may allow chickens to range freely without fencing or without a mobile pen.

F. Cleanliness and Nuisances: All premises on which hens are kept shall be clean from filth, garbage, and free of any substance which attracts rodents. The coop and its surrounding shall be cleaned frequently enough to control odor. Manure shall not be allowed to accumulate in a way that causes an unsanitary condition or causes odors detectible on another property.

G. Food Storage: All grain and food stored for the use of the hens shall be kept in a rodent proof container.

H. Sale of Eggs, Chicks, and Chickens: Nothing contained in Section 5-3-6 shall be construed as permitting anyone to keep or maintain chickens for breeding, sale, or as a part of a business, unless otherwise licensed or permitted by the City.

I. Slaughtering: The slaughter of chickens for consumption shall not be performed out-of-doors.

J. Disposal: Dead chickens must be disposed of according to the Minnesota Board of Animal Health rules which require chicken carcasses to be disposed of as soon as possible after death, usually within forty-eight (48) to seventy-two (72) hours. Legal forms of chicken carcass disposal include offsite burial, offsite incineration or rendering, or offsite composting.

K. Residents maintaining hens on the date of ordinance adoption must apply for a permit by January 1, 2014. Any resident not meeting the requirements of 5-3-6 on the date of ordinance adoption will have until January 1, 2014 to come into compliance.

5-3-7: KEEPING OF BEES:

5-3-7-1: PURPOSE:

The purpose of this Section is to establish requirements for beekeeping within the City to avoid issues that might otherwise be associated with beekeeping in populated areas.

5-3-7-2: PERMITTING PROCESS:

A. Application: Any person desiring a permit to keep or maintain bees shall make application to the City Council. No person shall keep, maintain, or allow to be kept any hive or other facility for the housing of honeybees on or in any private property within the City of Lauderdale without a permit.

B. Required Application Information: The application shall contain the name and address of the applicant; the address of the premises upon which the hives would be kept; the number of hives; a description of the hives, and their location on the property; and the provisions for flyway barriers, water supply, and any other conditions required under this Chapter. Applications will not be accepted if a permit has been granted for hives within 100 feet of the applicant's lot. The application must also include written consent from 100% of the owners or occupants of properties (one signature per housing unit) abutting the applicant's and at least 80% of the owners or occupants of the properties (one signature per housing unit) within 100 feet. By signing the permit application, the beekeeper acknowledges that he or she shall defend and indemnify the City against any all claims arising out of keeping bees on the premises.

C. Training Required: Beekeeping training is required for the beekeeper prior to issuance of an initial beekeeping permit by the City. The applicant must provide one of the following with their application:

1. A certificate of completion from a honeybee keeping course from the University of Minnesota or

2. A letter from a beekeeping instructor at the University of Minnesota or similar institution that states the permit applicant has gained through other means a

substantially similar knowledge base to one that could be gained through appropriate beekeeping courses at the University of Minnesota.

D. Initial and Renewal Permit Fees: The applicant shall pay to the City such initial permit application fee and renewal application permit fee as shall be established from time to time by the City Council.

E. Hearing: Once city staff deems an application complete, the City Administrator shall set a date for a hearing on the application at a City Council meeting. At the hearing, the City Council may take testimony or receive information it deems appropriate to administer this section.

F. Permit Issuance: Upon conclusion of the hearing, the Council may deny a permit request, issue the permit as requested, or issue the permit with conditions.

G. Term of Permit; Renewal: Permits are valid for two (2) years ending December 31 of the second year of the permit. Applications for renewal must be received 45 days prior to the end of the current permit to allow processing of the renewal. Renewals require the same neighbor consent and hearing process described in this Section.

H. Permit Non-Renewal or Revocation: If the City Council does not renew a permit, the owner will have thirty (30) days to remove the hives from the property.

City staff may revoke a permit if the bees become a nuisance, as evidenced by a second substantiated violation (within twelve (12) months of a first substantiated violation) of this section of City Code or Title 4 of City Code.

The owner may appeal the non-renewal or revocation by scheduling a hearing by the City Council with the City Administrator within ten calendar days of the date of the notice. Following the appeals hearing, the City Council shall make a determination of facts and shall, based upon such determination, affirm, repeal, or modify the revocation order. If the City Council upholds staff's permit revocation, the owner shall have thirty (30) days to remove the hives from the property.

5-3-6-3: Additional Provisions:



A. Limit: No person is permitted to keep more than two colonies on any residential lot within the City. The beekeeper must live on the apiary lot.

B. Fee Owner Permission: If the permit applicant is not the fee owner of the premises on which the bees are sought to be kept and for which the permit would apply, the application shall be signed by all fee owners of the premises.

C. Non-Transferability: Permits are non-transferable and do not run with the land. A permit constitutes a limited license granted to the beekeeper by the City and in no way creates a vested zoning right.

D. Honey bee colonies shall be kept in hives with removable frames, which must be kept in sound and usable condition.

E. Each beekeeper shall maintain his beekeeping equipment in good condition, including keeping the hives painted if they have been painted but are peeling and flaking, and securing unused equipment from weather, theft, vandalism, or occupancy by swarms.

F. Each beekeeper must ensure that a convenient source of water is available within twenty feet of each colony at all times that the colonies remain active outside the hive.

G. Each beekeeper must ensure that no wax comb or other material that might encourage robbing by other bees is left upon the grounds of the apiary lot. Such materials shall be stored in sealed container or placed within a building or other vermin-proof container.

H. Flyway Barrier: The beekeeper shall establish and maintain a flyway barrier six (6) feet in height. The flyway barrier may consist of a wall or fence (privacy) such that bees will fly over rather than through to reach the colony.

I. Sale of Honey and Wax Comb: Nothing contained in Section 5-3-X shall be construed as permitting anyone to sell honey or honeycomb unless otherwise licensed or permitted by the City.

5-3-68: REGULATIONS:

A. Confinement: Except as ~~herein~~otherwise provided, the owner of an animal within the City shall cause such animal to be confined to the individual's property by adequate proper enclosure, fencing (including electronic fencing), or leash, or absolute voice command. Animals not controlled as defined will be considered at large.

B. Female In Estrus: The owner of a female ~~dog or cat~~animal in heat shall confine such animal to the owner's property or any veterinary hospital/clinic, in such manner that ~~such female dog or cat~~the animal cannot come into contact with other animals, except for intentional breeding purposes.

C. Leash Required: The owner of an animal within the City shall cause such animal to be restrained by a leash, chain or a cord of not more than six feet (6') in length and in the custody of a person of sufficient age to adequately control the animal at all times while in a public place including but not limited to school yards, playgrounds, parks, or streets.

D. Permissible Return of Unrestrained Animal: If a licensed animal is found at large and its owner can be identified and located, the animal need not be impounded, but may be taken to the owner. Even if the animal is returned to the owner, proceedings may be taken against the owner for violations of this Chapter, including but not limited to, the issuance of criminal or administrative citations.

DE. Noise and Nuisances: The owner of any animal within the City shall be responsible for preventing the animal from becoming a nuisance. A nuisance shall be defined as:

1. barking, baying, crying, mewing, chirping, crowing, clucking, or howling in any manner, which can be heard by any person, including the Animal Control or any law enforcement officer, from a location outside of the building or premises where the animal is being kept for an unreasonable length of time. For the purposes of this ordinance, "unreasonable" means repeated noise from the animal over at least a five (5) minute period of time with one (1) minute or less lapse of time between each animal noise during the five (5) minute period. or noise which, at

the discretion of the animal control officer, is found to annoy, disturb, or otherwise disrupt others;

2. an animal that damages property, plantings, or structures;

3. an animal that runs at large or habitually trespasses on any property other than that of its owner; or

4. an animal that deposits fecal matter on property other than the owners unless it is cleaned up as provided below. If the case of cats, this includes feline spraying.

EF. Feces: Cleaning up litter: It is the responsibility of the owner, keeper, or other person in control of an animal to clean up any droppings of the animal and to dispose of the droppings in a sanitary manner.

~~1. The owner of an animal shall be responsible for cleaning up any feces of the animal and disposing of such feces in a sanitary manner.~~

~~2. The owner of an animal shall not permit such animal to be on public property or the private property of another without having in the owner's immediate possession, a device for the removal of feces and a proper receptacle on the property of such animal owner.~~

FG. Care Of Animals: The owner of an animal within the City shall provide saidthe animal with sufficient, wholesome food and water; proper shelter and protection from weather; veterinary care when needed to prevent suffering; and with humane care and treatment.

GH. Abuse: No person shall beat, torment, or otherwise abuse an animal or cause or permit an animal fight.

HI. Number Allowed: No person shall allow residentially zoned property to be used for maintaining more than two (2) ~~like domestic animals~~ dogs and two (2) cats over six (6) months of age except as provided in 5-3-6 regarding chickens and 5-3-7 regarding bees.

IJ. Guard Dog Warning Signs: A person who uses a dog for security purposes within the City shall post a warning notice at the entrance of the premises. (~~Ord. 12, 7-27-1993; 1996 Code~~)

5-3-79: IMPOUNDMENT:

A. Seizure: Subject to the provisions of this Section, animals found in violation of this Chapter may be seized by the Animal Control Officer, impounded in a designated animal shelter, and confined therein in a humane manner for a period of not more than five (5) business days or until claimed by the animal's owner, if allowable, whichever occurs first. Seizure, impoundment, and destruction of dogs that have inflicted substantial or great bodily harm on a human being without provocation shall be governed by Section 5-3-12.

1. Entry Of Private Dwellings: Animal Control Officers are not authorized to enter private dwellings without a warrant for the purpose of seizing animals.

2. Notice Of Seizure: Before seizing an animal from the private property of its owner, the Animal Control Officer shall make a reasonable attempt, taking into consideration the time of day and nature of the violation, to notify the owner that the animal is being seized because it was observed by the Animal Control Officer to be in violation of the provisions of this Chapter.

3. Written Notice: When an animal is seized from the private property of its owner and the Animal Control Officer has been unable to notify the owner of the reason for seizing the animal, the Animal Control Officer shall leave a written notice affixed to the dwelling unit, in a conspicuous manner, indicating the day and time the animal was seized; the reason for seizing the animal; and the address of the shelter where the animal can be found.

4. Notice Of Impoundment: Immediately upon impounding the animal, reasonable efforts shall be made to notify the owner and inform the owner of the animal's confinement and the procedures for release of the animal to the owner.

B. Redemption: An animal which is not redeemed within five (5) business days after impounding may be disposed of in any manner provided by law. Any animal which is not claimed by the owner or sold, shall be euthanized and disposed of in a sanitary manner by the Animal Control Officer or the impounding facility.

C. Title: The title of all animals seized and held at the animal shelter may be transferred to the Humane Society or other animal shelter identified by the Animal Control Officer or their designee after the legal detention period has expired and the animals have not been claimed by their owners.

D. Impoundment Fees: Any animal, with the exception of a non-domesticated animal or farm animal being maintained without a permit, impounded hereunder may be reclaimed by the owner of ~~such~~the animal within five (5) business days after ~~such~~ impoundment. Before the owner shall be permitted to recover possession of the animal, the owner shall pay the Animal Control Officer all required fees and costs of impoundment. (Ord. 12, 7-27-1993)

5-3-~~8~~10: RABIES CONTROL:

A. State Law Adopted: The Minnesota Health Laws and Regulations are hereby adopted in cases of rabid animals which have bitten any person or animals suspected of being rabid.

B. Duty Of Physician To Report: It shall be the duty of every physician to report to the City the names and addresses of persons treated for bites inflicted by animals together with other information helpful in rabies control.

C. Duty Of Veterinarian To Report: It shall be the duty of every licensed veterinarian to report to the City his or her diagnosis of any animal observed by him or her as a rabies suspect.

D. Issuance Of Proclamation: Whenever the prevalence of rabies or hydrophobia renders such action necessary to protect the public health, safety and welfare, the Mayor shall issue a proclamation ordering every person owning or in possession of a dog to confine it securely to other premises unless it is muzzled so that it cannot bite. No person shall violate this proclamation. (Ord. 12, 7-27-1993)

5-3-911: BITING ANIMALS TO BE QUARANTINED:

Whenever an animal has bitten a person, or whenever a known or suspected rabid animal is picked up by the Animal Control Officer ~~or law enforcement officer~~, ~~such~~the animal shall be confined for a minimum of ten (10) days as follows:

A. Confinement At Owner's Residence: Upon proof of a current rabies vaccination, the owner of the animal may, with the consent of the Animal Control Officer, quarantine the animal at the owner's residence provided that such animal shall not be permitted to come in contact with other animals or persons and, provided further that the animal shall be muzzled and on a leash not to exceed four feet (4'), and in control of a competent person when taken from the place of confinement for sanitation purposes.

B. Confinement At Animal Shelter Or Veterinary Clinic: If no proof of a current rabies vaccination is provided, or if the Animal Control Officer does not consent to confinement of the animal to the owner's residence, the animal shall be quarantined at ~~the~~an animal shelter or a licensed veterinary clinic at the expense of the owner.

C. Permission To Remove Required: A quarantined animal shall not be removed from the place of confinement without the written permission of the Animal Control Officer.

D. Confinement Enclosure: A quarantined animal shall be confined in an enclosure constructed of materials suitable to prevent the animal from escaping. All openings to the enclosure shall be locked at all times and the animal shall not be removed from the enclosure unless the animal is muzzled on a leash not exceeding four feet (4') in length and in control of a competent person. (Ord. 12, 7-27-1993)

5-3-1012: DANGEROUS AND POTENTIALLY DANGEROUS DOGS:

~~A. Additional Fee And Proof Of Insurance: The owner of a potentially dangerous dog shall pay an additional annual fee as determined by Council resolution and shall provide the City Administrator annually with proof of liability insurance which covers damages that may be caused by such dog.~~

~~B. Confinement of a Potentially Dangerous Dog: a dog that is determined to be a potentially dangerous dog must be kept in a proper enclosure at all times. If outside, it~~

~~must be confined to the owner's premises and be wearing a muzzle.~~

~~C. Referral to Animal Behavioral Specialist: a dog determined to be a potentially dangerous dog may be evaluated by a professional animal behaviorist. The owner may provide to the City at the time of license a report by such animal behaviorist. If the report states that the dog has been rehabilitated, the dog may no longer be classified as potentially dangerous and is not subject to the requirements of this section.~~

~~5-3-11: DANGEROUS DOGS:~~

~~A. Dangerous Dogs: any person who has a dog that has been classified as a dangerous dog pursuant to this ordinance or pursuant to Minnesota Statute Section 347.50, subdivision 1, must:~~

~~1. Obtain a certificate of registration from the Animal Control Authority. A certificate of registration may be issued when the owner provides sufficient evidence that: a) a proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign, including a warning symbol to inform children that there is a dangerous dog on the premises; b) a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the Animal Control Authority in the sum of at least \$50,000, payable to any person injured by the dangerous dog, or a policy of liability insurance issued by an insurance company authorized to conduct business in this state in the amount of at least \$50,000, insuring the owner and his or her property for any personal injuries inflicted by the dangerous dogs; c) the owner has paid an annual fee that is established by the City Council in addition to any regular dog licensing fees to obtain a certificate of registration for a dangerous dog under this section; and d) the owner has microchip identification implanted in the dangerous dog as required by Minnesota Statute Section 347.515.~~

~~2. Dangerous Dog Designation Review. Beginning six months after a dog is declared a dangerous dog, pursuant to Minnesota Statute Section 347.51, subdivision 3 (a), an owner may request annually that the Animal Control Authority review the designation of the dangerous dog. The~~

~~owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the dog's behavior has changed, the Animal Control Authority may rescind the dangerous dog classification.~~

~~5-3-12: DESTRUCTION OF DANGEROUS DOGS:~~

~~Procedure. The Animal Control officer, after having determined that a dog has inflicted substantial or great bodily harm on a human being without provocation, shall proceed in the following manner:~~

- ~~1. The Animal Control officer shall cause one owner of the dog to be notified in writing personally or by mail that the dog is dangerous and may order the dog seized or make such orders as deemed proper. The owner shall be notified as to dates, times, places, and parties bitten, and shall be given 14 days to appeal the order by requesting in writing an appeal hearing before the City Council for a review of this determination.~~
  - ~~a. If no appeal is filed by the owner with the City Council, the orders issued shall stand or the Animal Control Officer may order the dog destroyed.~~
  - ~~b. If an owner requests a hearing for determination as to the dangerous nature of the dog, the hearing shall be held before the City Council, which shall set the date for the hearing not more than three weeks after demand for the hearing. The records of Animal Control shall be admissible for consideration by the City Council without further foundation. After considering all evidence pertaining to the temperament of the dog, the City Council shall make an order as it deems proper. The City Council may order that the Animal Control officer take the dog into custody for destruction, if such dog is not currently in custody. If the dog is ordered into custody for~~



~~destruction, the owner shall immediately make the dog available to the Animal Control officer.~~

~~e. No person shall harbor a dog after it has been found by the City to be dangerous and ordered into custody for destruction.~~

A. Conformance with State Law: Nothing in this Section is intended to conflict with the provisions of Minnesota Statute Sections 347.50 through 347.565, as may be amended from time to time.

B. Determination: The Chief of Police, or his designee, shall determine whether an animal meets the criteria for designation as a dangerous or potentially dangerous dog.

C. Appeals: Any owner who feels aggrieved by a potentially dangerous dog designation may appeal to the Chief of Police or his or her designee.

Any owner, who feels aggrieved by a dangerous dog notice or order of the Chief of Police, or the Chief's designee, may request a hearing before the City Council, which serves as the city's Hearing Officer, by filing an appeal in writing with the Chief of Police within fourteen (14) days after receipt of the notice or order. Upon the filing of such appeal, no further action shall be taken by the City until the matter has been decided by the City Council and all appeals or appeal opportunities have been exhausted. The owner may appear with or without legal counsel and present evidence in opposition to the notice or order. Following the appeals hearing, the City Council shall make a determination of facts and shall, based upon such determination, affirm, repeal, or modify the Police Chief's notice or order. The City Council shall also establish a date for compliance with the order as affirmed or modified, which date shall be not less than five (5) days thereafter, in compliance with Minnesota Statutes, Section 347.541.

D. Confiscation: The animal control authority having jurisdiction shall immediately seize any dangerous dog if:

1. The owner does not appeal the Police Chief's order within the appeal period; or

2. The dog is not destroyed or permanently removed from the City within five (5) calendar days after the City Council has denied an appeal.

E. Stopping an Attack. If any law enforcement officer is witness to an attack by a dog upon a person or another animal, the officer may take whatever means the officer deems appropriate to bring the attack to an end and prevent further injury to the victim.

5-3-13: HOME OCCUPATION:

Nothing contained in Title 5-3 shall be construed as permitting anyone to keep or maintain animals for breeding, sale, or as a part of a business, unless otherwise licensed or permitted. (Ord. 84, 11-19-1985)

5-3-~~13~~14: PENALTY:

Any violation of this Chapter is a misdemeanor. Each day on which such violation continues shall constitute a separate offense. (Ord. 12, 7-27-1993)

Any person, firm, or corporation who violates any provision of this code for which another penalty is not specifically provided, shall, upon conviction, be guilty of a misdemeanor under Minnesota Statute Section 609.03 as it may be amended from time to time by the Minnesota Legislature. The cost of prosecution may be added. A separate offense shall be deemed committed upon each day during which a violation occurs or continues.

SECTION II. This ordinance shall be effective upon its adoption and publication.

Adopted by the City Council of the City of Lauderdale this 8th day of October, 2013.

\_\_\_\_\_  
Jeffrey Dains, Mayor

ATTEST:

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

Published by summary in the Roseville Review the 15th  
day of October, 2013.

**LAUDERDALE COUNCIL  
ACTION FORM**

<b>Action Requested</b>	
Consent	_____
Public Hearing	_____
Discussion	_____X_____
Action	_____X_____
Resolution	_____
Work Session	_____

Meeting Date	October 8, 2013
ITEM NUMBER	City Logo
STAFF INITIAL	<i>AB</i>
APPROVED BY ADMINISTRATOR	

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

At the last meeting this was on the agenda, not all of the council members were in attendance so final discussion was moved to a future meeting.

Per Councilor Hawkinson:  
Here are two color options, along with a black and white logo sample. There apparently are other 'green' colors that could be picked, but she just choose these two. Any feedback on this would be great so that maybe by our next meeting I can have the final drawing. She offered to let me see her other colors if these don't fit the bill and maybe I could bring in a few more of those samples, if we aren't happy with either of these choices, but not too many, gets too confusing.

**OPTIONS:**

Discuss if any changes are needed or approve the new city logo!

**STAFF RECOMMENDATION:**

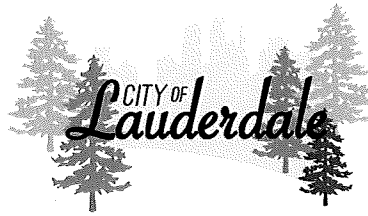
**COUNCIL ACTION:**



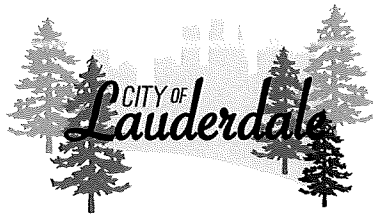
OPTION FOUR - ROUND 2 SELECTION

(REVISIONS ROUND ONE)

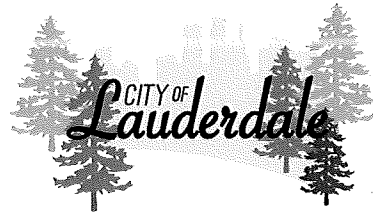
"THE" REMOVED  
ADD COLOR  
REVISE HILL



BLACK AND WHITE



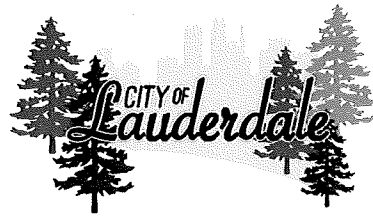
COLOR VERSION ONE



COLOR VERSION TWO



COLOR VERSION THREE



COLOR VERSION FOUR



COLOR VERSION FIVE



COLOR VERSION SIX


## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

Consent	_____
Public Hearing	_____
Discussion	_____X_____
Action	_____X_____
Resolution	_____
Closed Session	_____

Meeting Date                      October 8, 2013

ITEM NUMBER                      Sanitary Sewer Lining

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

APPROVED BY ADMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Revised Memo:

As I previously mentioned, the quotes for the needed sewer repairs came in much higher than expected. I previously requested permission to proceed if quotes came in at \$15,000 or less. Of the two firms Stantec contacted, the best price was \$35,160. The other was \$41,540. Both quotes were in the packet.

Based on the expense, staff asked the contractor the City has used in the past to reconsider bidding. He had previously passed based on how busy he was and the requirements of the County for the repair on Eustis Street. He provided a quote for \$26,900 (\$8,260 less than Hydrocon). For this price, public works agreed to be the flaggers for traffic control and the City will remove and reset the fence at the Gerbig's.

This Saturday, Harlan Olson (from Stantec) is meeting with a firm out of Mankato to get a "second opinion" and evaluate whether there are alternatives to the excavations. I should note, there are three other sites where the contractor thinks excavations are necessary to repair the pipes but the city engineer disagrees.

With the goal of getting this work done yet this year, staff recommends approving the quotes from Bevlor Utilities if the city engineer determines the excavations are still necessary after meeting with other lining company this weekend.

### STAFF RECOMMENDATION:

Motion providing the city engineer the discretion to accept Bevlor Utilities quotes for sanitary sewer line repairs on Eustis Street and in the sanitary sewer easement area behind 1753 Fulham if he determines the repairs are necessary.

# BevLor Utilities Inc.

7622 155th Ave.  
Forest Lake, MN 55025  
Phone 651-464-1035

# Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO <i>City of Lauderdale</i>		PHONE <i>651-792-7650</i>	DATE <i>10/7/13</i>
STREET <i>1891 WALNUT ST</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Lauderdale, MN 55113</i>		JOB LOCATION <i>1753 Fullham ST</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby propose to furnish materials and labor necessary for the completion of:

*Excavate to make repairs to sewer service in back yard AT 1753 Fullham St.*

*All work to be completed as close to Homeowner / City of Lauderdale Agreement as possible.*

*Chainlink Fence Reinstall to be done by others.*

*If inclement weather occurs prior to job completion it may increase cost.*

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

*Twelve thousand two hundred & no/100* dollars (\$ *12,200.00*)

Payment to be made as follows:

*30 days from job completion*

All material is guaranteed to be specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. our workers are fully covered by Workman's Compensation Insurance.

ADDITIONAL TERMS AND NOTICE: The terms, conditions and MECHANICS' LEIN NOTICE on the reverse side hereof are part of this proposal and, if accepted, will be a part the contract. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature

Note: This proposal may be withdrawn by us if not accepted within 14 Days

ACCEPTANCE OF PROPOSAL The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_

# BevLor Utilities Inc.

7522 155th Ave.  
Forest Lake, MN 55025  
Phone 651-464-1035

# Proposal

Page No. of Pages

PROPOSAL SUBMITTED TO <i>City of Auderdate</i>		PHONE <i>651-792-7650</i>	DATE <i>10/7/13</i>
STREET <i>1891 LUMNUT ST</i>		JOB NAME	
CITY, STATE AND ZIP CODE <i>Auderdate, MN 55113</i>		JOB LOCATION <i>XXXX EUSTIS ST</i>	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby propose to furnish materials and labor necessary for the completion of:

*Repair Sewer Service At XXXX EUSTIS ST  
that protrudes INTO MAIN Sewer.*

*Sawcut Blacktop Remove And dispose. Excavate To  
Main, Determine Problem And Make Repairs.*

*BACKFILL And Compact Street  
FINAL street Patch Included.*

*Flag People Required By County For Single  
Lane Traffic Supplied By City.*

*If inclement weather occurs prior to  
job completion it may increase cost.*

WE PROPOSE hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

*fourteen thousand seven hundred & no/100* dollars (\$*14,700.00*)

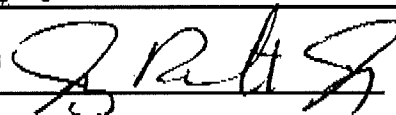
Payment to be made as follows:

*30 days from Job completion*

All material is guaranteed to be specified. All work to be completed in a substantial workmanlike manner according to specifications submitted, per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. our workers are fully covered by Workman's Compensation Insurance.

**ADDITIONAL TERMS AND NOTICE:** The terms, conditions and MECHANICS' LEIN NOTICE on the reverse side hereof are part of this proposal and, if accepted, will be a part the contract. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature



Note: This proposal may be withdrawn by us if not accepted within 14 Days

**ACCEPTANCE OF PROPOSAL** The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_


Signature \_\_\_\_\_



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date October 8, 2013  
ITEM NUMBER Sanitary Sewer Lining  
STAFF INITIAL   
APPROVED BY ADMINISTRATOR \_\_\_\_\_

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

The quotes for the needed sewer repairs came in much higher than expected. I previously requested permission to proceed if quotes came in at \$15,000 or less. Of the two firms Stan-tec contacted, the best price was \$35,160. The other was \$41,540. Both are attached. The city engineer and staff are still evaluating alternatives based upon this pricing. I expect to have an update by Tuesday.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**

## Heather Butkowski

---

**From:** Amundsen, Darren <Darren.Amundsen@stantec.com>  
**Sent:** Friday, October 04, 2013 9:58 AM  
**To:** Heather Butkowski  
**Subject:** FW: Lauderdale Repairs

**Importance:** High

---

**From:** Tom Wilebski [<mailto:tomw@northdaleconst.com>]  
**Sent:** Monday, September 30, 2013 4:17 PM  
**To:** Amundsen, Darren  
**Cc:** Ray McCourtney  
**Subject:** Lauderdale Repairs  
**Importance:** High

Darren,

Here are the costs for the repairs:

1753 Spring Street: \$17,950.00

Does not include dewatering or removal and replacement of the redwood fence on the rear of the property. We will gain access by removing the black chain link fence – the access route will be on the neighbor's property which we were told would not be an issue. Restoration by seeding and fiber blanketing as needed.

Eustis: \$23,5900.00

Does not include dewatering. Per the County we will repair the road full width. We would propose to place 12" of Class 5 recycled and 4" of Bituminous since no one could give me an answer as to what was the street section. County fee and detour of traffic is included. Traffic will be detoured one block either to the east or the west – your choice.

These bids are tied and need to be started on or about October 10<sup>th</sup>.

Question/comments please call me

Thank you

Thomas Wilebski

Northdale Construction Co Inc  
9760 71st NE  
Albertville, Minnesota 55301

Ph. 763-428-4868  
Fax 763-428-4997  
Cell 612-369-5954

# HYDROCON, INC.

WATER & SEWER CONTRACTOR

P.O. Box 129  
NORTH BRANCH, MINNESOTA 55056  
Phone 651-674-2757  
Fax 651-674-2735

October 1, 2013

Mr. Darren Amundsen, P.E.  
Stantec Consulting Services Inc.  
2335 Highway 36 West  
Saint Paul, Minnesota 55113

Re: Lauderdale Sewer Repairs

Dear Mr. Amundsen:

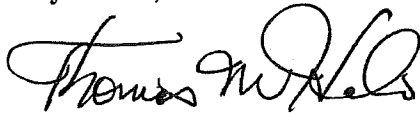
Last week I met with Harlan Olson of your firm to view two sanitary sewer repairs that are necessary as part of your current sewer lining project for the City of Lauderdale. This is our quote for the repairs.

The first repair is on Eustis Street between Spring Street and Summer Street. Work is to repair existing 8" VCP and service connection to the east including street patching from curb to curb. Total lump sum price is \$19,800.00. Traffic on Eustis would be detoured during the work.

The second repair is in the rear yard of 1753 Fulham Street. Work is to repair an existing 8" VCP sanitary sewer, remove and reinstall fences as necessary and restore yard. Lump sum price for this repair is \$15,360.00.

Thank you for the opportunity to quote this work. If you have any questions please contact me at the number above or my cell phone, 612-964-9831.

Sincerely,  
**Hydrocon, Inc.**



Thomas M. Hals, P.E.  
President



**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date                     October 8, 2013                    

ITEM NUMBER                     2430 Larpenteur Avenue                    

STAFF INITIAL                     *AB*                    

APPROVED BY ADMINISTRATOR

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

The owners of Rosehill Service Station and the City Council have agreed to a purchase price of \$155,000 for Rosehill Service Station. Staff has updated the purchase agreement with changes requested by the attorney representing the sellers and the city attorney. Unless changes are requested Monday by the sellers, this should be the final draft of the purchase agreement.

As you know from the Consent Agenda, staff moved ahead with receiving quotes for the survey. Staff also spoke to Ramsey County staff and grant funding is available for the environmental assessment. However, EPA sign off is required and it is not possible to get that until the federal government employees are back at work.

**OPTIONS:**

**STAFF RECOMMENDATION:**

Motion to approve the purchase agreement for 2430 Larpenteur Avenue as presented.

**COUNCIL ACTION:**

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT ("Purchase Agreement") is made as of this \_\_\_\_ day of \_\_\_\_\_, 2013, by and between LaVanche O. Peterson Trust u/a dated October 5, 2007 ("Seller") and the city of Lauderdale, a public body corporate and politic under the laws of the State of Minnesota ("Buyer").

1. **PROPERTY.** Seller is the owner of property located at 2430 Larpenteur Avenue, in Lauderdale, Minnesota, which is legally described on the attached Exhibit A ("Property"). The Property includes a vacant gas and service station building.

2. **OFFER/ACCEPTANCE.** In consideration of and subject to the terms and provisions of this Purchase Agreement, Buyer offers and agrees to purchase and Seller agrees to sell the Property and all improvements thereon, together with all appurtenances. All fixtures located on the Property on the date of this Purchase Agreement are included in the purchase of the Property.

### 3. PURCHASE PRICE FOR PROPERTY AND TERMS.

a. **PURCHASE PRICE:** The total Purchase Price for the Property is One Hundred Fifty-Five and 00/100ths Dollars (\$155,000.00) which includes consideration for any and all relocation benefits and assistance to which Seller may be entitled by law.

b. **TERMS:**

(1) **EARNEST MONEY.** The sum of One Thousand and 00/100ths Dollars (\$1,000.00) Earnest Money shall be paid by Buyer and deposited into a non-interest bearing escrow account held by Kennedy and Graven, Chartered ("Escrow Holder") within five days after execution of this Purchase Agreement.

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

(3) **SURVEY:** Buyer may secure at Buyer's option and expense a boundary survey of the Property prepared by an engineer or land surveyor selected by Buyer.

(4) **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a Trustee's Deed conveying marketable fee simple title to the Property to Buyer, subject only to the following exceptions:

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

- b. Reservation of minerals or mineral rights to the State of Minnesota, if any;
- c. Public utility and drainage easements of record which will not interfere with Buyer's intended use of the Property; and
- d. Any Permitted Encumbrances under paragraph 6 of this Purchase Agreement.

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

- a. Standard form Affidavit of Seller;
- b. A "bring-down" certificate, certifying that all of the warranties made by Seller in this Purchase Agreement remain true as of the Closing Date;
- c. Certificate that Seller is not a foreign national;
- d. Well disclosure certification, if required, or, if there is no well on the Property, the Trustee's Deed given pursuant to paragraph 3B(3) above must include the following statement: "The Seller certifies that the Seller does not know of any wells on the described real property";
- e. Any notices, certificates and affidavits regarding private sewage systems, underground storage tanks and environmental conditions as may be required by Minnesota statutes, rules or ordinances;
- f. Certificate of Trust and Affidavit of Trustee; and
- g. Any other documents reasonably required by Buyer's title insurance company or attorney to evidence that title to the Property is marketable and that Seller has complied with the terms of this Purchase Agreement.

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

- a. Approval of this Purchase Agreement by the Buyer's governing body;
- b. Buyer's determination of marketable title pursuant to paragraph 6 of this Purchase Agreement;
- c. Buyer's satisfaction with the results of the environmental investigation set forth in paragraph 7 of this Purchase Agreement; and

- d. Buyer's determination of the suitability of the existing building for reuse as a public works garage. Suitability will be at the sole discretion of the Buyer.

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

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

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

**7. INSPECTION PERIOD.** For a period of 90 days after execution of this Purchase Agreement by Seller (the "Inspection Period"), Buyer shall have the right to enter the Property as needed to confirm availability of all utilities (including sanitary sewer), to inspect, examine, survey, make soil and subsoil tests, percolation tests, and to otherwise do what Buyer reasonably deems necessary to determine, to Buyer's sole satisfaction, whether the Property is suitable for Buyer's intended use and whether the environmental condition of the Property is satisfactory. Buyer agrees to promptly pay all costs incurred for any testing, surveying and examinations made pursuant hereto, to restore any resulting damage to the Property and to indemnify, hold harmless and defend Seller and the Property from any and all claims or liability of any nature whatsoever related to Buyer's actions hereunder, including all actions, proceedings demands, assessments, costs, expenses and attorney's fees. If Buyer determines, in its sole discretion, that the Property is unsuitable for its proposed use or that its environmental condition is not satisfactory for any reason and gives notice of this to Seller prior to the expiration of the



Inspection Period, this Purchase Agreement shall terminate and the Earnest Money shall be immediately returned by the Escrow Agent to Buyer. If Buyer terminates this Purchase Agreement before the end of the Inspection Period, Buyer shall be entitled to the immediate return of the Earnest Money without the need of Seller's release.

Seller warrants that the Seller has no knowledge or information of any fact which would indicate the Property was used for production, storage, deposit or disposal of any toxic or hazardous waste or substance, petroleum product or asbestos product except as outlined in the documents below:

1. Information prepared by Guy Asmussen, Hale Companies, for the State of Minnesota Department of Public Health dated March 29, 1990.
2. Partial letter dated June 29, 1990 from Martin D. Bonnell, Senior Environmental Engineer for DPRA.
3. Letter dated July 13, 1990 from the Minnesota Pollution Control Agency.
4. Letter dated August 24, 1990 from the Minnesota Pollution Control Agency.
5. Letter dated October 8, 1990 from the Minnesota Pollution Control Agency.
6. Letter dated June 8, 2010 from the Minnesota Pollution Control Agency.
7. Inspection report dated February 17, 2011 by Paul Carter of West Central Environmental Consultants.
8. Letter dated April 27, 2011 from the Minnesota Pollution Control Agency.

Seller shall provide Buyer with all additional documentation including inspection reports, studies, notices, closure reports and similar documents or information relating to the environmental condition, status and history of the Property which supplements or is in any way related to the above documents within 10 business days following the execution of this Purchase Agreement.

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

**9. CLOSING DATE.** Closing shall take place at a date and time mutually agreed to by the parties hereto within 30 days after the end of the Inspection Period but in no event later than January 31, 2014. Notwithstanding the foregoing, Buyer may extend the Closing Date for two additional periods of up to 60 days each upon payment of an additional One Thousand Dollars (\$1,000) to the Escrow Agent at the time of each such extension, which payments shall be non-refundable (subject only to Seller's ability to convey marketable title), and shall be applied towards the Purchase Price at closing. Possession of the Property is to be given to Buyer at closing.

Seller will pay the costs of Seller's legal counsel the cost related to making title marketable, preparation of the deed and any bill of sale, the cost of the Commitment, transfer taxes for the conveyance, and one half of the closing fees.

Buyer will pay the cost of Buyer's legal counsel, the cost of any survey, any title insurance policy, any environmental or structural testing or inspection done on the Property, one half of any closing fee, any escrow fees, and recording fees for the Trustee's Deed.

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

**10. POSSESSION/UTILITIES.**

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

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

- A. To the best of Seller's knowledge, Seller has good and indefeasible fee simple title to the Property subject to matters of record and affecting the Property and at closing will convey to Buyer by warranty deed good and indefeasible fee simple title to the Property, free and clear of all liens, defects, encumbrances, conditions, exceptions, restrictions or other matters other than those which appear as exceptions to the Trustee's Deed under paragraph 3.B(4).
- B. Seller has not received any written notice of any current or pending litigation, tax appeals or environmental investigations against Seller or the Property and, to the best of Seller's knowledge, there is no pending litigation, tax appeals or environmental investigations against Seller or the Property;
- C. Seller has not entered into any contracts, subcontracts or agreements affecting the Property which will be binding upon Buyer after closing;
- D. Seller warrants that, prior to closing, Seller shall pay in full all amounts due for labor, materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing in connection with construction, alteration or repair of any structure upon or improvement to the Property;
- E. Seller has not received any written notice from (or delivered any notice to) any governmental authority regarding any violation of any law applicable to the Property and, to the best of Seller's knowledge, there are no such violations;
- F. There are no occupancy rights, leases or tenancies affecting the Property;

- G. To the best of Seller's knowledge, no person or entity other than Buyer has any option, right of first refusal or other right to purchase the Property or any part thereof or interest therein;
- H. There are no pending or, to the best of Seller's knowledge, threatened condemnation proceedings affecting the Property and Seller has not received any written notice that there is any pending or threatened condemnation of all or any part of the Property;
- I. To the best of Seller's knowledge, no hazardous substances have been generated, stored, released, or disposed of on or about the Property in violation of any law, rule or regulation applicable to a Property which regulates or controls matters relating to the environment or public health or safety (collectively, "Environmental Laws"). Seller has not received any written notice from (nor delivered any notice to) any federal, state, county, municipal or other governmental department, agency or authority concerning any petroleum product or other hazardous substance discharge or seepage relating to the Property. For purposes of this Purchase Agreement, "hazardous substances" shall mean any substance or material that is defined or deemed to be hazardous or toxic pursuant to any Environmental Laws;
- J. The Seller agrees to indemnify and hold harmless the Buyer from any and all claims, causes of action, damages, losses, or costs (including reasonable attorneys' fees) relating to impurities in the subsoil or groundwater of the Property or other adjacent properties which arise from or are caused by acts or occurrences upon the Property prior to the Buyer taking possession of the same, but only to the extent imposed by Federal, State or local law or regulations. The Seller's agreement to indemnify the Buyer shall not merge with the deed and shall survive the closing of this transaction contemplated by this Purchase Agreement.
- K. Seller has no knowledge of any hazardous or solid waste placed on the Property that would require remediation or disposal;
- L. There is no individual sewage treatment system or well on the Property; and
- M. There are no easements or claims of easements other than easements of record.

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

**13. DEFAULT/REMEDIES.** In the event Seller breaches its covenant to convey the Property to Buyer or otherwise fails to perform its obligations under this Purchase Agreement which are to be performed by Seller at or prior to closing in accordance with its terms, Buyer shall be entitled to one of the following as Buyer's sole remedy: (a) terminate this Purchase

Agreement and receive a prompt and complete return of the Earnest Money and any other monies heretofore paid by Buyer to Seller or for Buyers out-of-pocket expenses: OR (b) obtain specific performance of this Purchase Agreement, provided that any action for specific performance must be brought within six months after the date of the alleged breach. If Buyer fails to perform as required under this Purchase Agreement, then Seller shall receive the Earnest Money as liquidated damages, it being agreed between Buyer and Seller that such sum shall be liquidated damages for a default of Buyer hereunder because of the difficulty, inconvenience, and the uncertainty of ascertaining actual damages for such default.

**14. TENANTS.** The Seller warrants that there are no tenants on the Property with a lawful leasehold interest. In the event any tenant comes forward and claims an interest in the Property at the time of or following the execution of this Purchase Agreement, the Seller hereby agrees to fully indemnify the Buyer for any and all costs associated with terminating such tenancy and for any and all relocation assistance and benefits that may be due to such tenant together with attorneys' fees that the Buyer would have to incur in connection with legal action required to resolve any relocation assistance or benefits dispute with such tenant. "Relocation assistance and benefits" shall have the meaning ascribed to them by the Uniform Relocation Assistance and Real Property Acquisition Policies Act, 42 U.S.C. Sections 4601-4655 (the federal URA) and the regulations implementing the federal URA, 49 C.F.R. Sections 24.1-24.603. The provisions of this paragraph shall not merge with the deed and shall survive closing of the transaction contemplated by this Purchase Agreement.

**15. RELOCATION BENEFITS; INDEMNIFICATION.** Seller acknowledges that neither it nor any tenant having an interest in the Property is being displaced from the Property as a result of the transaction contemplated by this Purchase Agreement and that neither it nor any such tenant is eligible for relocation benefits or assistance or that the Purchase Price includes compensation for any and all relocation benefits and assistance for which it or any such tenant may be eligible. The provisions of this section shall not merge with the Trustee's Deed and shall survive closing.

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

- a) Seller: LaVanche O. Peterson Trust u/a dated October 5, 2007  
1869 Eustis Street  
Lauderdale, MN 55113
  
- b) Copy to: Crosby & Westbrook LLC  
ATTN: David Westbrook  
91 Snelling Avenue North  
St. Paul, MN 55104

- b) Buyer: City of Lauderdale  
Attn: Heather Butkowski  
1891 Walnut Street  
Lauderdale, MN 55113
  
- c) Copy to: Kennedy & Graven, Chartered  
ATTN: Ron Batty  
470 U.S. Bank Plaza  
200 South Sixth Street  
Minneapolis, MN 55402

**17. BROKER.** Each party represents and warrants to the other that there are no real estate agents or brokers in connection with the sale and purchase of the Property with whom either has contracted or negotiated. Buyer and Seller each warrant and represent to the other that no real estate agents or brokers have been used or consulted in connection with the negotiation or execution of this Purchase Agreement and each covenants and agrees that it will defend, indemnify and save the other harmless from and against any actions, real estate commissions, fees, costs and /or expenses (including reasonable attorney's fees) resulting or arising from acts of the indemnifying party and resulting in commission, fees, costs and/or expenses being actually found due to any real estate agent or broker by a court of competent jurisdiction in connection with the purchase and sale of the Property. Stantec Consulting Services, Inc. and Vincent Paul Bilotta are licensed brokers in the state of Minnesota but have not served in a brokerage role for this transaction and therefore no agency relationship exists with any parties and no brokerage fees or commissions are due to either Stantec Consulting Services, Inc. or Vincent Paul Bilotta.

**18. ENTIRE AGREEMENT; MINNESOTA LAW.** This Purchase Agreement, including any exhibits attached hereto, shall constitute the entire agreement between Seller and Buyer and supersedes any other written or oral agreements between the parties relating to the Property. This Purchase Agreement may be modified only in a writing properly signed on behalf of Seller and the Buyer. This Purchase Agreement shall be interpreted under the laws of Minnesota.

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

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

Buyer:

Seller:

THE CITY OF LAUDERDALE

LAVANCHE O. PETERSON TRUST U/A  
DATED OCTOBER 5, 2007

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

By: \_\_\_\_\_  
Richard H. Hinrichs, Trustee

By: \_\_\_\_\_  
Its City Clerk/Administrator

By: \_\_\_\_\_  
Arthur R. Peterson, Jr., Trustee

## **EXHIBIT A**

### Legal Description of Property

The North 190 feet of the West 75 feet of the East 183 feet of the Northwest quarter of the Northwest quarter of Section 20, Township 29, Range 23, subject to County Road A, Ramsey County, Minnesota (PID No. 20.29.23.22.0017).





**LAUDERDALE COUNCIL  
ACTION FORM**

<b>Action Requested</b>	
Consent	_____
Public Hearing	_____
Discussion	_____
Action	_____
Resolution	_____
Work Session	___X___

Meeting Date	October 8, 2013
ITEM NUMBER	St. Paul Reg. Water
STAFF INITIAL	<i>AB</i>
APPROVED BY ADMINISTRATOR	

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

We previously discussed Lauderdale's appointment to the St. Paul Regional Water Board. Maplewood has since brought to my attention that the JPA governing the appointment selection process needs to be renewed before the end of the year. A copy of the 2002 agreement is attached.

This JPA affects the cities of Maplewood, West St. Paul, Falcon Heights, and Lauderdale as the water utilities in our cities are owned and operated by the City of St. Paul. By way of history, Maplewood was originally granted a permanent seat on the Water Board but relinquished that right in 2002 when the attached JPA was agreed to. They would like to again have permanent representation because of their ongoing issues with St. Paul Water (they tend to replace the water infrastructure after the roads are redone instead of in coordination with Maplewood, like they did here). St. Paul Regional Water is also within the City of Maplewood and they have other issues as the host city. The attached memo was drafted by the West St. Paul city manager and includes three options each Council is being asked to consider.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**

Maplewood City Manager Chuck Ahl organized a meeting on Monday, September 30 with the City Managers/Administrators from the suburban communities represented within the Joint Powers Agreement for receiving waters services from the City of St. Paul. West St. Paul, Lauderdale, Falcon Heights, and Maplewood were represented at the meeting.

The primary purpose of the meeting was to discuss suburban representation within the JPA, which currently is on a rotational basis for two (2) suburban seats. The City of Maplewood has expressed an interest in modifying the rotational process to provide that it permanently retains one of the two suburban seats, which it enjoyed until 2006. Maplewood's current interest relates to their desire to deal with known infrastructure issues and to be able to consistently focus on assuring Board attention to this issue.

Following a good discussion, the group decided to have each of their City Councils consider three alternative options to the rotational agreement issue:

1. Modify the JPA to allow for one of the suburban seats to be permanently assigned to Maplewood and the other seat to be rotated between the remaining suburban communities;
2. Request the City Council's to annually select two representatives (from different communities) from the suburban communities being served.
3. Continue the current rotational practice.

The current agreement with the St Paul Board of Water Commissioners expires at the end of 2013 and will need to be extended, with whatever amendments are deemed necessary.

It was also suggested that it would be a very good practice to annually meet at a staff level, with the suburban representation to collectively discuss issues of concern and areas of importance.

The next meeting was scheduled for the end of October, at which time it is hoped to have recommendations from each of the suburban communities regarding the preferred representation model.

**JOINT POWERS AGREEMENT FOR  
SUBURBAN REPRESENTATION  
SELECTION PROCESS TO THE  
BOARD OF WATER COMMISSIONERS**

This agreement, made and entered into as of this 16<sup>th</sup> day of September, 2002, by and between the Cities of Falcon Heights, Lauderdale, Maplewood, and West St. Paul, municipal corporations under the laws of Minnesota (hereinafter referred to as "Suburban Cities").

**WITNESSETH:**

**WHEREAS**, the Board of Water Commissioners (hereinafter referred to as the "Board"), is a municipal corporation organized under the 1885 Laws of the State of Minnesota, Chapter 110, which laws originally provided for a five (5) member governing commission; and

**WHEREAS**, the Saint Paul Charter Commission and Saint Paul City Council have authorized that the composition and governance of the Board of Water Commissioners be enlarged and changed so as to allow for representation by suburban municipalities that have contacted with the Board for the provision of water services, as more fully explained in Saint Paul City Council Resolution No. 96-1369, which is attached hereto as Exhibit "A"; and

**WHEREAS**, prior to January 1, 1998, the Board of Water Commissioners consisted of five total members: three (3) Saint Paul City Council members appointed to two (2) year terms by the Mayor of Saint Paul, and two (2) at-large Saint Paul citizen members appointed to four (4) year terms by the Mayor of Saint Paul; and

**WHEREAS**, in a contract with the City of Maplewood for the provision of water services, Maplewood and the Board agreed to enlarge Board membership to six total members with the additional member representing the City of Maplewood, as more fully explained in the following (Article I, Section 3):

In accordance with the terms of the proposed amendment to the Saint Paul City Charter the Maplewood representative on the Board of Water Commissioners will be a resident of the City of Maplewood appointed by the Mayor and City Council of Maplewood and who shall serve for a term of four (4) years. The appointment by Maplewood will be made by January 1, 1998. In the event of a tie vote on any issue, the Mayor of Saint Paul shall be considered an ex officio member of the Board with the right to vote to break the tie vote; and

**WHEREAS**, in Article I, Section 4 of the same Maplewood Agreement, the Board agreed to seek to enlarge the Board membership to seven total members in the event that other suburban cities enter into similar agreements with the Board, as more fully explained in the following:

In the event that at least three (3) additional suburban cities enter into agreements with the Board that are similar to this Maplewood Agreement, Water Board membership will be expanded to seven (7) members. The two (2) non-Saint Paul resident members will thereafter represent all of the suburban cities, including Maplewood.

In the event that the total of residential accounts plus commercial and industrial accounts (excluding auto-fire accounts) of communities outside the City of Saint Paul and served by agreements similar to this Agreement exceed forty-three percent (43%) of the total Board's accounts, the number of Saint Paul appointees will be changed to four and suburban representation to three; and

**WHEREAS**, the Cities of Falcon Heights, Lauderdale and West St. Paul have executed agreements similar to the Maplewood Agreement, and therefore are entitled to seek and expand Board membership to a total of seven members in order to increase the suburban representation on the Board; and

**WHEREAS**, the parties to this Agreement are desirous of jointly and cooperatively developing a plan to select the present and future suburban representatives to the Board of Water Commissioners; and

**NOW, THEREFORE**, the parties hereto do hereby jointly agree to the following:

#### **SECTION I.**

#### **GENERAL PURPOSE**

It is the general purpose of the parties to this agreement to jointly and cooperatively develop a plan to appoint the original suburban representative(s) to the Board of Water Commissioners and to select replacement

representative(s) for appointment following the term expiration(s) of the original representative(s) or in the event that a suburban representative is unable to complete a term.

**SECTION II.**  
**SELECTION OF SUBURBAN REPRESENTATIVES TO**  
**THE BOARD OF WATER COMMISSIONERS**

The parties agree that the two suburban representatives shall be selected on the following basis and according to the following terms:

1. The two suburban seats shall be designated as Seat A and Seat B.
2. The City of Maplewood shall appoint a representative to the Board, designated as Seat A, and said appointee was designated as of January 1, 1998 through December 31, 2001, with a second four-year term from January 1, 2002 through December 31, 2005. After this term ends, the seat shall become a two-year term seat and shall be rotated among the suburban representatives in the following order:
  - a) Lauderdale (2006-2007) ✓
  - b) West St. Paul (2008-2009)
  - c) Falcon Heights (2010-2011)
  - d) Maplewood (2012-2013)
3. The second suburban representative shall be designated as Seat B, and shall be a two-year term seat with the first term commencing January 1, 2002 and ending December 31, 2003.

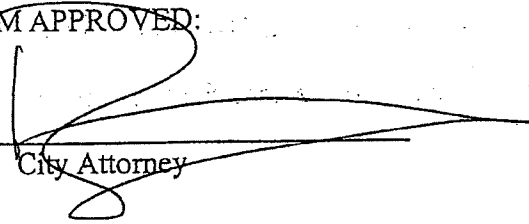
Representation on Seat B shall be rotated among the suburban representatives in the following order:

- a) West St. Paul (2002-2003)
- b) Falcon Heights (2004-2005)
- c) Maplewood (2006-2007) ✓
- d) Lauderdale (2008-2009)

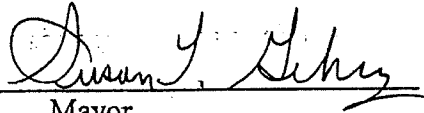
4. The parties agree that in the event an additional suburban community enters into a Water Service Agreement similar to those agreements executed by and between the Board and the cities of Falcon Heights, Lauderdale, Maplewood and West St. Paul, that this agreement shall be amended to include any such additional communities, which communities shall be subject to the same terms and conditions as the original communities.
5. Vacancies – the parties agree that a vacancy on the Board of Seat A and/or Seat B shall be filled by the City currently holding the appointment and shall be for the period remaining in the two (2) year term.
6. Duration – the parties agree that the term of this Agreement shall continue until December 31, 2013, unless otherwise amended as provided herein.
7. Amendment – the parties agree that this agreement may be amended upon such terms and conditions as may be mutually agreed to in writing by all of the suburban communities currently represented on the Board of Water Commissioners at the time of amendment.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf respectively as of the day and year first above written.

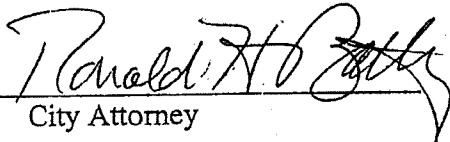
FORM APPROVED:

BY:   
City Attorney


CITY OF FALCON HEIGHTS

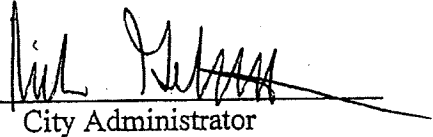
By:   
Mayor

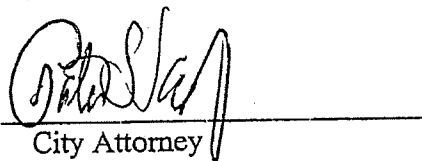
By:   
City Administrator

BY:   
City Attorney

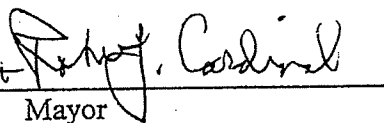
CITY OF LAUDERDALE

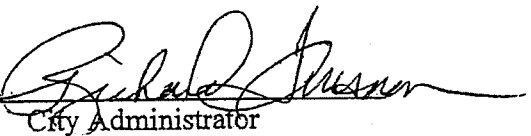
BY:   
Mayor

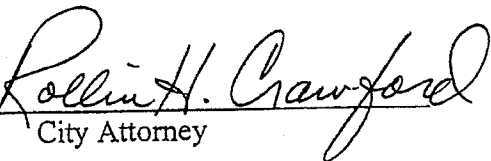
BY:   
City Administrator

BY:   
City Attorney

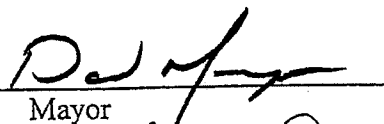
CITY OF MAPLEWOOD

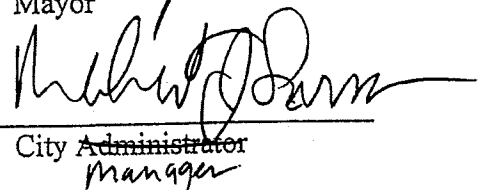
BY:   
Mayor

BY:   
City Administrator

BY:   
City Attorney

CITY OF WEST ST. PAUL

BY:   
Mayor

BY:   
City Administrator  
Manager

Saint Paul Board of Water Commissioners  
Suburban Representatives

<u>Years</u>	<u>Seat A/Appointee</u>	<u>Seat B/Appointee</u>
2002-2003	Maplewood/Bob Cardinal/Ken Collins	W St. Paul/Richard Vitelli/Zanmiller
2004-2005	Maplewood/Bob Cardinal	Falcon Heights/John Zanmiller
2006-2007	Lauderdale/John Zanmiller	Maplewood/Will Rossbach
2008-2009	West St. Paul/John Zanmiller	Lauderdale/Will Rossbach
2010-2011	Falcon Heights/Jim Bykowski	West St. Paul/John Zanmiller
2012-2013	Maplewood/Will Rossbach	Falcon Heights/Jim Bykowski
2014-2015	Lauderdale	Maplewood
2016-2017	West St. Paul	Lauderdale
2018-2019	Falcon Heights	West St. Paul
2020-2021	Maplewood	Falcon Heights

Saint Paul Citizen Members

<u>Years</u>		
2002	Steve Haselmann	Matt Anfang
2003	Steve Haselmann	Matt Anfang
2004	Greg Kleindl	Matt Anfang
2005	Greg Kleindl	Matt Anfang
2006-10	Greg Kleindl	Matt Anfang
2011	Greg Kleindl	Matt Anfang
2012	Greg Kleindl (6-30-2014)	Matt Anfang (6-30-2016)




**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date                      October 8, 2013

ITEM NUMBER                      LA Pedestrian Improvements

STAFF INITIAL                      

APPROVED BY ADMINISTRATOR

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

Easement agreements are needed in front of 2449 Larpenteur Avenue (the brick house near TH280) and in front of the Korean Service Center to accommodate a bus shelter. Both parties are agreeable to an arrangement but before pursuing the actually easements I wanted to discuss the associated costs with the City Council.

Both the city engineer and other city engineers I have spoken with pay property owners base on the current value of the land. In the case of 2449 Larpenteur, the value is \$10.10 per square foot. The lot is 60 feet wide and the depth needed for the sidewalk is about 6 feet so the easement cost would be approximately \$3,636.

Less space is needed by the Korean Service Center for the bus shelter. The sidewalk along the west side of their building is partially in the right-of-way, partially on their property. I spoke with them briefly about the City repairing the walk on their side of the property line in exchange for the easement. The associated costs are likely very similar and it guarantees the sidewalk gets repaired.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

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

Meeting Date October 8, 2013  
ITEM NUMBER 2014 SR Funds and CIP  
STAFF INITIAL AB  
APPROVED BY ADMINISTRATOR \_\_\_\_\_

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

Every year staff updates the Capital Improvement Plan (CIP) we use to keep track of upcoming expenses. It is attached with minor changes. The most notable changes are moving the seal coating project off by a year (the roads are in good shape) and budgeting for new carpeting for City Hall.

These capital costs were then rolled into the draft special revenue budgets (Funds 201-407) which are also attached for your review. The biggest change for 2014 is the absence of incoming TIF dollars. The budget also does not reflect the Larpenteur Avenue Project yet. Largely the same revenue and expenses are expected for 2014.

**OPTIONS:**

**STAFF RECOMMENDATION:**

**LAUDERDALE DRAFT  
CAPITAL IMPROVEMENT  
PLAN BUDGETING TOOL  
2014 TO 2023**

# 2014 Capital Improvements & Estimated Costs

<b>FUND 401</b>	<b>STREET IMPROVEMENT FUND</b>		
City Alleys:	Repair deteriorating sections	Fund 401	\$ 20,000
<b>Total Fund 401</b>			<b>\$ 20,000</b>
<b>FUND 402</b>	<b>GENERAL CAPITAL IMPROVEMENT FUND</b>		
City Hall:	3-tub sink for kitchen	Fund 402	\$ 4,000
City Hall:	Carpeting	Fund 402	\$ 9,000
<b>Total Fund 402</b>			<b>\$ 13,000</b>
<b>FUND 403</b>	<b>STORM WATER IMPROVEMENT FUND</b>		
Seminary Pond:	Assessment and Maintenance	Fund 403/grants	\$ 80,000
<b>Total Fund 403</b>			<b>\$ 80,000</b>
<b>2014 TOTAL ALL FUNDS</b>			<b>\$ 104,000</b>

## 2015 Capital Improvements & Estimated Costs

**FUND 401 STREET IMPROVEMENT FUND**

All City Streets: Seal coating (7 years)		\$ 150,000
<b>Total Fund 401</b>	Fund 401	<b>\$ 150,000</b>

**FUND 402 GENERAL CAPITAL IMPROVEMENT FUND**

P.W. Equipment: Replace pick-up truck & plow (10 years)		\$ 35,000
<b>Total Fund 402</b>	Fund 402	<b>\$ 35,000</b>

**2015 TOTAL ALL FUNDS** **\$ 185,000**

## 2016 Capital Improvements & Estimated Costs

**FUND 402 GENERAL CAPITAL IMPROVEMENT FUND**

P.W. Equipment: Replace John Deere mower (10 years)		\$ 35,000
<b>Total Fund 402</b>	Fund 402	<b>\$ 35,000</b>

## 2017 Capital Improvements & Estimated Costs

### FUND 404 PARK IMPROVEMENT FUND

Community Park: Color coat surface of tennis court  
**Total Fund 404**

Fund 404                      \$ 8,000  
  \$ 8,000

## 2018 Capital Improvements & Estimated Costs

### FUND 402 GENERAL CAPITAL IMPROVEMENT FUND

City Hall: Replace City Hall roof (20 years)  
**Total Fund 402**

Fund 402                      \$ 60,000  
  \$ 60,000

## 2019 Capital Improvements & Estimated Costs

### FUND 202 COMMUNICATIONS FUND

City Hall: Technology in Council Chambers (10 years)  
**Total Fund 202**

Fund 202                      \$ 20,000  
  \$ 20,000

## 2020 Capital Improvements & Estimated Costs

### FUND 402 GENERAL CAPITAL IMPROVEMENT FUND

P.W. Garage:	Replace public works garage roof (25 years)	Fund 402	\$	<u>15,000</u>
<b>Total Fund 402</b>			\$	<b>15,000</b>

## 2021 Capital Improvements & Estimated Costs

### FUND 402 GENERAL CAPITAL IMPROVEMENT FUND

P.W. Equipment:	Replace John Deere mower (10 years)	Fund 402	\$	<u>40,000</u>
<b>Total Fund 402</b>			\$	<b>40,000</b>

## 2022 Capital Improvements & Estimated Costs

<u>FUND 402</u>	<u>GENERAL CAPITAL IMPROVEMENT FUND</u>	<u>Funding Source</u>	
P.W. Equipment:	Replace dump truck & plow (10 Years)	Fund 402	\$ 40,000
<b>Total Fund 402</b>			<b>\$ 40,000</b>
<u>FUND 401</u>	<u>STREET IMPROVEMENT FUND</u>		
All City Streets:	Seal Coating (7 years)	Fund 401	\$ 175,000
<b>Total Fund 401</b>			<b>\$ 175,000</b>
<b>2015 TOTAL ALL FUNDS</b>			<b>\$ 215,000</b>

## 2023 Capital Improvements & Estimated Costs





# 2013-2022 FUND TOTALS

<b><u>200 FUNDS: SPECIAL REVENUE</u></b>		
Fund 201	Community Events Fund	\$ 0
Fund 202	Communications Fund	\$ 20,000
Fund 203	Recycling Fund	\$ 0
<b><u>400 FUNDS: CAPITAL IMPROVEMENT</u></b>		
Fund 401	Street Improvement Fund	\$ 345,000
Fund 402	General Capital Improvement Fund	\$ 238,000
Fund 403	Storm Water Improvement Fund	\$ 80,000
Fund 404	Park Improvement Fund	\$ 8,000
Fund 405	TIF Projects Fund	\$ 0
Fund 407	Sanitary Sewer Improvement Fund	\$ 0
<b><u>600 FUNDS: PROPRIETARY</u></b>		
Fund 601	Sanitary Sewer Fund	\$ 0
Fund 602	Storm Sewer Fund	\$ 0
<b>TOTAL ALL FUNDS 2013-2022</b>		<b>\$ 691,000</b>

# Unfunded Projects & "Wish List"

## FUND 401 STREET IMPROVEMENT FUND<sup>1</sup>

Eustis Street: Reconstruct street & utilities no. of Larpenteur, w/sidewalks	\$ 1,310,468
Eustis Street: Reconstruct street & utilities so. of Larpenteur, w/ sidewalks	\$ 676,183
Roselawr Ave.: Mill & overlay	\$ 200,000
Fulham Street: Reconstruct w/curb & gutter north of Larpenteur	\$ 200,000
Alleys: Convert non-vacated dead-end alleys to through alleys	\$ 135,000
<b>Total Fund 401</b>	<b>\$ 135,000</b>

## FUND 403 STORM WATER IMPROVEMENT FUND<sup>2</sup>

Eustis Street: Storm sewer improvements no. of Larpenteur	\$ 210,720
Eustis Street: Storm sewer improvements so. of Larpenteur	\$ 139,412
<b>Total Fund 403</b>	<b>\$ 0</b>

## FUND 404 PARK IMPROVEMENT FUND

Community Park: Comm. bldg w/meeting rm, kitchen, restrooms, park shelter	\$ unknown
Community Park: Signage	\$ 3,000
Skyview Park: Black top path from Walnut Street	\$ 5,000
Nature Area: Grade trolley path, riprap for erosion	\$ 25,000
Walsh Lake: Signage for west & south property lines	\$ 500
Walsh Lake: Walking path Ryan to Pleasant	\$ 25,000
Walsh Lake: Bench for south end of Pleasant	\$ 1,000
Community Park: Construct park shelter #2	\$ 25,000
<b>Total Fund 404</b>	<b>\$ 84,500</b>

## **TOTAL ALL UNFUNDED PROJECTS**

**\$ 219,500**

<sup>1</sup> Assumes City taking responsibility for the road (turn back). Based on January 2009 estimate prepared by the City Engineer. Prices not adjusted for inflation.

<sup>2</sup> Assumes City taking responsibility for the road (turn back). Based on January 2009 estimate prepared by the City Engineer. Prices not adjusted for inflation.

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	UnderLine
\$134.56	\$1,676.82	\$0.00	\$0.00	R 101-36250 REFUNDS & REIMBURSEMENTS	_____
\$7,149.00	\$1,982.00	\$0.00	\$0.00	R 101-36252 LMC INSURANCE REFUND	_____
\$16.65	\$0.00	\$0.00	\$0.00	R 101-36255 MISC	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 101-39101 SALES FIXED ASSETS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 101-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 101-39999 PRIOR PERIOD ADJUSTMENT	_____
\$1,236,712.04	\$651,064.96	\$1,187,216.00	\$1,226,906.00		
<b>FUND 201 COMMUNITY EVENTS</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34785 PARK EVENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34786 WINTER EVENT	_____
\$75.00	\$75.00	\$50.00	\$75.00	R 201-34787 GARAGE SALE	_____
\$1,200.00	\$1,409.00	\$800.00	\$800.00	R 201-34788 DAY IN THE PARK	_____
\$401.00	\$760.00	\$400.00	\$400.00	R 201-34789 MUSIC UNDER THE TREES	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34790 MUGS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34791 POP SALES	_____
\$397.00	\$107.00	\$100.00	\$100.00	R 201-34792 T-SHIRT SALES	_____
\$325.00	\$165.00	\$700.00	\$400.00	R 201-34793 FUN RUN/WALK	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-34794 NATIONAL NIGHT OUT	_____
\$1,793.19	\$50.00	\$600.00	\$1,000.00	R 201-34795 HALLOWEEN DONATIONS	_____
\$38.94	\$21.20	\$50.00	\$35.00	R 201-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-36230 DONATIONS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-36250 REFUNDS & REIMBURSEMENTS	_____
\$139.64	\$93.36	\$100.00	\$100.00	R 201-36255 MISC	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 201-39201 TRANSFER FROM GENERAL FUND BAL	_____
\$4,369.77	\$2,680.56	\$2,800.00	\$2,910.00		
<b>FUND 202 COMMUNICATIONS</b>					
\$0.00	\$4,939.00	\$0.00	\$0.00	R 202-33600 GRANTS & AID FROM LOCAL GOV.	_____
\$124.10	\$43.41	\$100.00	\$75.00	R 202-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 202-36250 REFUNDS & REIMBURSEMENTS	_____
\$20,312.84	\$10,318.97	\$20,000.00	\$20,000.00	R 202-36253 CABLE FRANCHISE REVENUE	_____
\$20,436.94	\$15,301.38	\$20,100.00	\$20,075.00		
<b>FUND 203 RECYCLING</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 203-33621 METROPOLITAN COUNCIL-BIN GRAN	_____
\$4,947.00	\$0.00	\$4,800.00	\$4,900.00	R 203-33622 COUNTY GRANTS	_____
\$35,001.22	\$18,414.63	\$35,000.00	\$35,000.00	R 203-36100 SPECIAL ASSESMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 203-36101 PRINCIPAL	_____
\$419.00	-\$280.63	\$0.00	\$0.00	R 203-36102 PENALTIES & INTEREST	_____
\$573.51	\$302.91	\$300.00	\$400.00	R 203-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 203-36250 REFUNDS & REIMBURSEMENTS	_____
\$0.00	\$307.00	\$0.00	\$0.00	R 203-36255 MISC	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 203-39200 INTERFUND OPERATING TRANSFERS	_____
\$40,940.73	\$18,743.91	\$40,100.00	\$40,300.00		
<b>FUND 301 TAX INCREMENT DEBT SERVICE</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 301-31040 FISCAL DISPARITIES	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-31050 TAX INCREMENT	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-31051 DELINQUENT TAX INCREMENT	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-33402 HOMESTEAD CREDIT	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-33406 MARKET VAL HOM CRED/LIHAC	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-36100 SPECIAL ASSESMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-39200 INTERFUND OPERATING TRANSFERS	_____

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	UnderLine
\$0.00	\$0.00	\$0.00	\$0.00	R 301-39205 TRANS FROM TIF PROJECT FUND	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 301-39999 PRIOR PERIOD ADJUSTMENT	_____
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 302 00 ST/UTIL IMP DEBT SERVICE</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36100 SPECIAL ASSESMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36102 PENALTIES & INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 302-36250 REFUNDS & REIMBURSEMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 302-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 302-39310 GENERAL OBLIGATION BND PROCEE	_____
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 303 02 ST/UTIL IMP DEBT SERVICE</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 303-36100 SPECIAL ASSESMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 303-36102 PENALTIES & INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 303-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 303-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 303-39310 GENERAL OBLIGATION BND PROCEE	_____
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 304 03 ST/UTIL IMP DEBT SERVICE</b>					
\$40,502.62	\$15,727.41	\$34,000.00	\$22,000.00	R 304-36100 SPECIAL ASSESMENTS	_____
\$4,832.96	\$1,902.57	\$5,000.00	\$2,000.00	R 304-36102 PENALTIES & INTEREST	_____
\$1,272.58	\$471.04	\$1,000.00	\$500.00	R 304-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 304-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 304-39310 GENERAL OBLIGATION BND PROCEE	_____
\$46,608.16	\$18,101.02	\$40,000.00	\$24,500.00		
<b>FUND 401 CAPITAL IMPROVEMENT STREETS</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 401-36100 SPECIAL ASSESMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 401-36102 PENALTIES & INTEREST	_____
\$105.71	\$0.00	\$0.00	\$0.00	R 401-36200 MISCELLANEOUS REVENUE	_____
\$3,013.86	\$1,632.95	\$2,000.00	\$2,000.00	R 401-36211 INVESTMENT INTEREST	_____
\$32,006.00	\$0.00	\$0.00	\$0.00	R 401-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 401-39201 TRANFER FROM GENERAL FUND BAL	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 401-39999 PRIOR PERIOD ADJUSTMENT	_____
\$35,125.57	\$1,632.95	\$2,000.00	\$2,000.00		
<b>FUND 402 CAPITAL IMPROVEMENTS</b>					
\$266.26	\$299.19	\$400.00	\$400.00	R 402-36211 INVESTMENT INTEREST	_____
\$70.50	\$0.00	\$0.00	\$0.00	R 402-36250 REFUNDS & REIMBURSEMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 402-39101 SALES FIXED ASSETS	_____
\$84,012.00	\$0.00	\$0.00	\$0.00	R 402-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 402-39201 TRANFER FROM GENERAL FUND BAL	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 402-39999 PRIOR PERIOD ADJUSTMENT	_____
\$84,348.76	\$299.19	\$400.00	\$400.00		
<b>FUND 403 CAPITAL IMPROVE STORM WATER</b>					
\$1,022.77	\$521.39	\$1,000.00	\$600.00	R 403-36211 INVESTMENT INTEREST	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 403-36250 REFUNDS & REIMBURSEMENTS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 403-37230 PENALTIES	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 403-37300 STORM SEWER FEE	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 403-39200 INTERFUND OPERATING TRANSFERS	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 403-39201 TRANFER FROM GENERAL FUND BAL	_____
\$0.00	\$0.00	\$0.00	\$0.00	R 403-39999 PRIOR PERIOD ADJUSTMENT	_____

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	UnderLine
\$1,022.77	\$521.39	\$1,000.00	\$600.00		
<b>FUND 404 PARK IMPROVEMENT</b>					
\$8,305.30	\$0.00	\$0.00	\$0.00	R 404-33130 CDBG/DNR	
\$0.00	\$0.00	\$0.00	\$0.00	R 404-33400 STATE GRANTS AND AID	
\$1,430.57	\$824.71	\$1,000.00	\$1,000.00	R 404-36211 INVESTMENT INTEREST	
\$0.00	\$0.00	\$0.00	\$0.00	R 404-36230 DONATIONS	
\$2,150.78	\$0.00	\$0.00	\$0.00	R 404-36255 MISC	
\$32,006.00	\$0.00	\$0.00	\$0.00	R 404-39200 INTERFUND OPERATING TRANSFERS	
\$0.00	\$0.00	\$0.00	\$0.00	R 404-39201 TRANSFER FROM GENERAL FUND BAL	
\$0.00	\$0.00	\$0.00	\$0.00	R 404-39204 TRANS FROM COMMUNITY EVENT	
\$0.00	\$0.00	\$0.00	\$0.00	R 404-39999 PRIOR PERIOD ADJUSTMENT	
\$43,892.65	\$824.71	\$1,000.00	\$1,000.00		
<b>FUND 405 TIF-PROJECTS</b>					
\$160,928.31	\$97,691.55	\$180,000.00	\$0.00	R 405-31050 TAX INCREMENT	
-\$6,184.60	\$3,833.38	\$0.00	\$0.00	R 405-31051 DELINQUENT TAX INCREMENT	
\$0.00	\$0.00	\$0.00	\$0.00	R 405-33406 MARKET VAL HOM CRED/LIHAC	
\$0.00	\$0.00	\$0.00	\$0.00	R 405-33419 LARPENTEUR AVE REIMBURSEMENT	
\$0.00	\$0.00	\$0.00	\$0.00	R 405-36210 INTEREST EARNINGS	
\$2,074.85	\$1,404.83	\$1,500.00	\$0.00	R 405-36211 INVESTMENT INTEREST	
\$0.00	\$0.00	\$0.00	\$0.00	R 405-36255 MISC	
\$0.00	\$0.00	\$0.00	\$0.00	R 405-39200 INTERFUND OPERATING TRANSFERS	
\$0.00	\$0.00	\$0.00	\$0.00	R 405-39207 TRANS FROM DEBT SERVICE FUND	
\$0.00	\$0.00	\$0.00	\$0.00	R 405-39999 PRIOR PERIOD ADJUSTMENT	
\$156,818.56	\$102,929.76	\$181,500.00	\$0.00		
<b>FUND 407 SEWER IMPROVEMENT</b>					
\$0.00	\$0.00	\$50,000.00	\$0.00	R 407-36200 MISCELLANEOUS REVENUE	
\$2,467.47	\$1,257.83	\$2,000.00	\$1,500.00	R 407-36211 INVESTMENT INTEREST	
\$0.00	\$0.00	\$0.00	\$0.00	R 407-37240 SEWER CONNECTIONS/RECONNECTI	
\$0.00	\$0.00	\$0.00	\$0.00	R 407-39200 INTERFUND OPERATING TRANSFERS	
\$2,467.47	\$1,257.83	\$52,000.00	\$1,500.00		
<b>FUND 409 WATER UTILITY</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 409-36211 INVESTMENT INTEREST	
\$0.00	\$0.00	\$0.00	\$0.00	R 409-36251 ST. PAUL WATER SURCHARGE	
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 412 02 ST/UTIL CONSTRUCTION</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 412-36211 INVESTMENT INTEREST	
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 413 03 ST/UTIL CONSTRUCTION</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 413-33000 INTERGOVERNMENTAL REVENUE	
\$0.00	\$0.00	\$0.00	\$0.00	R 413-33600 GRANTS & AID FROM LOCAL GOV.	
\$0.00	\$0.00	\$0.00	\$0.00	R 413-36100 SPECIAL ASSESMENTS	
\$0.00	\$0.00	\$0.00	\$0.00	R 413-36211 INVESTMENT INTEREST	
\$0.00	\$0.00	\$0.00	\$0.00	R 413-36250 REFUNDS & REIMBURSEMENTS	
\$0.00	\$0.00	\$0.00	\$0.00	R 413-39200 INTERFUND OPERATING TRANSFERS	
\$0.00	\$0.00	\$0.00	\$0.00	R 413-39310 GENERAL OBLIGATION BND PROCEE	
\$0.00	\$0.00	\$0.00	\$0.00		
<b>FUND 601 SEWER UTILITIES</b>					
\$0.00	\$0.00	\$0.00	\$0.00	R 601-33000 INTERGOVERNMENTAL REVENUE	
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36100 SPECIAL ASSESMENTS	
\$0.00	\$0.00	\$0.00	\$0.00	R 601-36101 PRINCIPAL	

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	UnderLine	DEPT Descr
\$32,006.00	\$0.00	\$0.00	\$0.00	E 101-45400-744 OPERATING TRANSFER TO 404		TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-745 OPERATING TRANSFER TO 405		TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-45400-747 OPERATING TRANSFER TO 407		TRANSFERS OUT
\$0.00	\$0.00	\$0.00	\$38,000.00	E 101-45400-749 OPERATING TRANSFER TO 409		TRANSFERS OUT
\$6,459.75	\$53,620.02	\$24,000.00	\$30,000.00	E 101-48100-306 CONSULTING FEES		DEVELOPMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48100-442 MISC		DEVELOPMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48411-550 OTHER IMPROVEMENTS		LIV COM LTRI
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-306 CONSULTING FEES		LARP AVE DVLPMT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-442 MISC		LARP AVE DVLPMT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-550 OTHER IMPROVEMENTS		LARP AVE DVLPMT
\$0.00	\$0.00	\$0.00	\$0.00	E 101-48412-555 LARPENTEUR AVE REDEVELOP		LARP AVE DVLPMT
\$1,231,332.95	\$917,786.51	\$1,187,216.00	\$1,226,906.00			
<b>FUND 201 COMMUNITY EVENTS</b>						
\$17.00	\$0.00	\$0.00	\$0.00	E 201-45600-201 GENERAL SUPPLIES		COMMUNITY EVE
\$0.00	\$0.00	\$100.00	\$0.00	E 201-45600-202 PERMANENT SUPPLIES		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-327 OTHER SERV- SEWER/NPDES II P		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-352 PUBLIC INFO NOTICES		COMMUNITY EVE
\$488.05	\$572.82	\$500.00	\$500.00	E 201-45600-368 FUN RUN/WALK		COMMUNITY EVE
\$400.00	\$227.95	\$400.00	\$400.00	E 201-45600-369 MUSIC UNDER THE TREES		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-372 MUGS		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$500.00	E 201-45600-373 T-SHIRTS		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-374 POP		COMMUNITY EVE
\$0.00	\$0.00	\$250.00	\$250.00	E 201-45600-375 WINTER EVENT		COMMUNITY EVE
\$0.00	\$160.84	\$0.00	\$0.00	E 201-45600-376 GARAGE SALE		COMMUNITY EVE
\$1,257.57	\$1,227.71	\$1,300.00	\$1,300.00	E 201-45600-377 DAY IN THE PARK		COMMUNITY EVE
\$126.00	\$126.00	\$150.00	\$150.00	E 201-45600-378 NATIONAL NIGHT OUT		COMMUNITY EVE
\$743.99	\$0.00	\$600.00	\$700.00	E 201-45600-379 HALLOWEEN EVENT		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-428 MISC RENTAL		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-430 MISC		COMMUNITY EVE
\$140.00	\$84.00	\$200.00	\$200.00	E 201-45600-440 MEETING EXPENSES		COMMUNITY EVE
\$0.00	\$0.00	\$0.00	\$0.00	E 201-45600-744 OPERATING TRANSFER TO 404		COMMUNITY EVE
\$3,172.61	\$2,399.32	\$3,500.00	\$4,000.00			
<b>FUND 202 COMMUNICATIONS</b>						
\$16,094.81	\$11,884.90	\$16,784.00	\$17.32	E 202-49500-101 FULL TIME EMPLOYEES REGULAR		CABLE T.V.
\$1,166.88	\$861.59	\$1,217.00	\$1,256.00	E 202-49500-121 PERA CONTRIBUTIONS		CABLE T.V.
\$1,323.74	\$977.60	\$1,284.00	\$1,325.00	E 202-49500-122 FICA CONTRIBUTIONS		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-126 ICMA RETIREMENT		CABLE T.V.
\$2,250.18	\$1,870.00	\$2,640.00	\$2,805.00	E 202-49500-131 HEALTH INSURANCE		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-133 LIFE INSURANCE		CABLE T.V.

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	UnderLine	DEPT Descr
\$118.51	\$102.83	\$134.00	\$139.00	E 202-49500-151 WORKERS COMP PREMIUM		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-201 GENERAL SUPPLIES		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-202 PERMANANT SUPPLIES		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-305 LEGAL FEES - CIVIL		CABLE T.V.
\$500.00	\$500.00	\$600.00	\$500.00	E 202-49500-307 COMPUTER SERVICES		CABLE T.V.
\$2,862.65	\$2,146.77	\$3,000.00	\$3,000.00	E 202-49500-327 OTHER SERV- SEWER/NPDES II P		CABLE T.V.
\$4,636.07	\$4,686.37	\$5,000.00	\$5,000.00	E 202-49500-329 CABLE FRANCHISE FEE		CABLE T.V.
\$0.00	\$39.99	\$0.00	\$0.00	E 202-49500-409 OTHER EQUIPMENT REPAIR/MAI		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-426 MACHINERY RENTAL		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-444 CONTINGENCY FUNDS		CABLE T.V.
\$0.00	\$324.99	\$3,300.00	\$3,000.00	E 202-49500-530 FURNITURE & EQUIPMENT		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-531 OFFICE EQUIPMENT		CABLE T.V.
\$0.00	\$0.00	\$0.00	\$0.00	E 202-49500-532 COPIER		CABLE T.V.
\$28,952.84	\$23,395.04	\$33,959.00	\$17,042.32			
<b>FUND 203 RECYCLING</b>						
\$5,739.14	\$4,126.57	\$5,832.00	\$5,949.00	E 203-50000-101 FULL TIME EMPLOYEES REGULAR		RECYCLING
\$416.11	\$299.18	\$423.00	\$431.00	E 203-50000-121 PERA CONTRIBUTIONS		RECYCLING
\$500.63	\$361.46	\$446.00	\$455.00	E 203-50000-122 FICA CONTRIBUTIONS		RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-126 ICMA RETIREMENT		RECYCLING
\$899.64	\$680.00	\$960.00	\$1,020.00	E 203-50000-131 HEALTH INSURANCE		RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-133 LIFE INSURANCE		RECYCLING
\$42.95	\$35.73	\$47.00	\$48.00	E 203-50000-151 WORKERS COMP PREMIUM		RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-201 GENERAL SUPPLIES		RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-202 PERMANANT SUPPLIES		RECYCLING
\$331.50	\$0.00	\$350.00	\$350.00	E 203-50000-327 OTHER SERV- SEWER/NPDES II P		RECYCLING
\$23,837.29	\$20,816.64	\$26,500.00	\$26,000.00	E 203-50000-389 RECYCLING CONTRACTOR		RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-438 DUES & SUBSCRIPTIONS		RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-440 MEETING EXPENSES		RECYCLING
\$0.00	\$0.00	\$0.00	\$0.00	E 203-50000-444 CONTINGENCY FUNDS		RECYCLING
\$31,767.26	\$26,319.58	\$34,558.00	\$34,253.00			
<b>FUND 301 TAX INCREMENT DEBT SERVICE</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-101 FULL TIME EMPLOYEES REGULAR		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-121 PERA CONTRIBUTIONS		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-122 FICA CONTRIBUTIONS		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-131 HEALTH INSURANCE		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-133 LIFE INSURANCE		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-444 CONTINGENCY FUNDS		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-601 BOND PRINCIPAL		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-611 BOND INTEREST		TAX INCREMENT

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	UnderLine	DEPT Descr
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-621 FILE MAINTENANCE CHARGES		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-710 OPERATING TRANSFERS		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00	E 301-47100-745 OPERATING TRANSFER TO 405		TAX INCREMENT
\$0.00	\$0.00	\$0.00	\$0.00			
<b>FUND 302 00 ST/UTIL IMP DEBT SERVICE</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-303 FINANCIAL CONTRACT		00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-601 BOND PRINCIPAL		00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-611 BOND INTEREST		00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-621 FILE MAINTENANCE CHARGES		00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 302-47200-710 OPERATING TRANSFERS		00 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00			
<b>FUND 303 02 ST/UTIL IMP DEBT SERVICE</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-303 FINANCIAL CONTRACT		02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-601 BOND PRINCIPAL		02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-611 BOND INTEREST		02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00	E 303-47300-621 FILE MAINTENANCE CHARGES		02 ST/UTIL BOND
\$0.00	\$0.00	\$0.00	\$0.00			
<b>FUND 304 03 ST/UTIL IMP DEBT SERVICE</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 304-47000-721 OPERATING TRANSFER TO 201		DEBT SERVICE
\$0.00	\$0.00	\$0.00	\$0.00	E 304-47400-303 FINANCIAL CONTRACT		03 ST/UTIL BOND
\$100,000.00	\$100,000.00	\$100,000.00	\$105,000.00	E 304-47400-601 BOND PRINCIPAL		03 ST/UTIL BOND
\$12,330.00	\$9,105.00	\$9,105.00	\$5,618.00	E 304-47400-611 BOND INTEREST		03 ST/UTIL BOND
\$793.75	\$431.25	\$800.00	\$800.00	E 304-47400-621 FILE MAINTENANCE CHARGES		03 ST/UTIL BOND
\$113,123.75	\$109,536.25	\$109,905.00	\$111,418.00			
<b>FUND 401 CAPITAL IMPROVEMENT STREETS</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 401-48401-303 FINANCIAL CONTRACT		STREET IMPROVE
\$0.00	\$0.00	\$15,000.00	\$0.00	E 401-48401-304 ENGINEERING		STREET IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00	E 401-48401-317 TREE SERVICE		STREET IMPROVE
\$0.00	\$0.00	\$100,000.00	\$20,000.00	E 401-48401-328 STREET REPAIR		STREET IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00	E 401-48401-710 OPERATING TRANSFERS		STREET IMPROVE
\$0.00	\$0.00	\$115,000.00	\$20,000.00			
<b>FUND 402 CAPITAL IMPROVEMENTS</b>						
\$0.00	\$1,000.00	\$0.00	\$0.00	E 402-48000-510 LAND		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$13,000.00	E 402-48000-520 BUILDINGS		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-521 CITY GARAGE		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-523 WARMING HOUSE		GENERAL CAPITAL



2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Account Descr	UnderLine	DEPT Descr
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-530 FURNITURE & EQUIPMENT		GENERAL CAPITAL
\$0.00	\$0.00	\$8,000.00	\$0.00	E 402-48000-531 OFFICE EQUIPMENT		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-532 COPIER		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-535 FURNACE/AC		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-538 COMPUTER SOFTWARE & EQUIP		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-540 MACHINERY & EQUIPMENT		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-543 TRACTOR		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-550 OTHER IMPROVEMENTS		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-560 VEHICLE		GENERAL CAPITAL
\$33,097.58	\$0.00	\$0.00	\$0.00	E 402-48000-562 TRUCK		GENERAL CAPITAL
\$0.00	\$0.00	\$0.00	\$0.00	E 402-48000-710 OPERATING TRANSFERS		GENERAL CAPITAL
\$33,097.58	\$1,000.00	\$8,000.00	\$13,000.00			
<b>FUND 403 CAPITAL IMPROVE STORM WATER</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-101 FULL TIME EMPLOYEES REGULAR		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-102 EMPLOYEE OVERTIME		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-121 PERA CONTRIBUTIONS		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-122 FICA CONTRIBUTIONS		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-131 HEALTH INSURANCE		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-133 LIFE INSURANCE		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-151 WORKERS COMP PREMIUM		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-201 GENERAL SUPPLIES		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-304 ENGINEERING		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$80,000.00	E 403-48403-327 OTHER SERV- SEWER/NPDES II P		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-328 STREET REPAIR		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-442 MISC		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-444 CONTINGENCY FUNDS		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-554 CATCH BASIN REPAIRS		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$0.00	E 403-48403-710 OPERATING TRANSFERS		STORM SEWER IM
\$0.00	\$0.00	\$0.00	\$80,000.00			
<b>FUND 404 PARK IMPROVEMENT</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-304 ENGINEERING		PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-437 SALES TAX		PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-510 LAND		PARK IMPROVEME
\$816.20	\$0.00	\$0.00	\$0.00	E 404-48404-524 PICNIC SHELTER		PARK IMPROVEME
\$10,695.76	\$0.00	\$0.00	\$0.00	E 404-48404-525 PLAYGROUND (CDBG)		PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-526 PARK PATH (CDBG)		PARK IMPROVEME
\$2,926.24	\$0.00	\$3,000.00	\$0.00	E 404-48404-527 GENERAL PARK IMPROVEMENT		PARK IMPROVEME
\$0.00	\$0.00	\$0.00	\$0.00	E 404-48404-528 COURT IMPROVEMENTS		PARK IMPROVEME

2012 Amt	2013 YTD Amt	2013 Budget	2014 Budget	Budget Account Descr	UnderLine	DEPT Descr
\$14,438.20	\$0.00	\$3,000.00	\$0.00			
<b>FUND 405 TIF-PROJECTS</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-101 FULL TIME EMPLOYEES REGULAR		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-121 PERA CONTRIBUTIONS		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-122 FICA CONTRIBUTIONS		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-131 HEALTH INSURANCE		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-133 LIFE INSURANCE		TIF - PROJECTS
\$0.00	\$16,990.34	\$50,000.00	\$0.00	E 405-48500-304 ENGINEERING		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-305 LEGAL FEES - CIVIL		TIF - PROJECTS
\$0.00	\$0.00	\$324,000.00	\$0.00	E 405-48500-325 LARPENTEUR AVE IMPROVEMEN		TIF - PROJECTS
\$1,164.07	\$120,220.87	\$200,000.00	\$0.00	E 405-48500-327 OTHER SERV- SEWER/NPDES II P		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-408 LIFT STATION REPAIR/MAINT		TIF - PROJECTS
\$0.00	\$1,500.00	\$0.00	\$0.00	E 405-48500-442 MISC		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-444 CONTINGENCY FUNDS		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-530 FURNITURE & EQUIPMENT		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-540 MACHINERY & EQUIPMENT		TIF - PROJECTS
\$0.00	\$0.00	\$0.00	\$0.00	E 405-48500-710 OPERATING TRANSFERS		TIF - PROJECTS
\$1,164.07	\$138,711.21	\$574,000.00	\$0.00			
<b>FUND 407 SEWER IMPROVEMENT</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 407-48407-304 ENGINEERING		SEWER IMPROVE
\$0.00	\$0.00	\$50,000.00	\$0.00	E 407-48407-500 CAPITAL OUTLAY		SEWER IMPROVE
\$0.00	\$0.00	\$50,000.00	\$0.00			
<b>FUND 409 WATER UTILITY</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 409-48409-328 STREET REPAIR		WATER IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00	E 409-48409-710 OPERATING TRANSFERS		WATER IMPROVE
\$0.00	\$0.00	\$0.00	\$0.00			
<b>FUND 412 02 ST/UTIL CONSTRUCTION</b>						
\$0.00	\$0.00	\$0.00	\$0.00	E 412-48410-304 ENGINEERING		STREET & UTILIT
\$0.00	\$0.00	\$0.00	\$0.00	E 412-48410-328 STREET REPAIR		STREET & UTILIT
\$0.00	\$0.00	\$0.00	\$0.00	E 412-48410-721 OPERATING TRANSFER TO 201		STREET & UTILIT
\$0.00	\$0.00	\$0.00	\$0.00			
<b>FUND 601 SEWER UTILITIES</b>						
\$27,951.46	\$14,010.02	\$28,134.00	\$28,759.00	E 601-49000-101 FULL TIME EMPLOYEES REGULAR		SEWER
\$10,135.26	\$7,140.24	\$12,000.00	\$12,000.00	E 601-49000-102 EMPLOYEE OVERTIME		SEWER
\$2,738.45	\$1,961.46	\$2,910.00	\$2,955.00	E 601-49000-121 PERA CONTRIBUTIONS		SEWER
\$3,003.53	\$2,156.52	\$3,070.00	\$3,118.00	E 601-49000-122 FICA CONTRIBUTIONS		SEWER