

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, SEPTEMBER 24, 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 10, 2013 City Council Meeting
 - c. Claims Totaling \$24,527.63
4. **CONSENT**
 - a. August Financial Report
 - b. PCIC Minutes
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEMS**
 - a. Larpenteur Avenue Pedestrian Improvement Project
 - b. Auditing Services
 - c. Sanitary Sewer Lining Project Including Right-of-Entry Agreements for Sanitary Sewer Line Repair
9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
10. **ADDITIONAL ITEMS**
11. **SET AGENDA FOR NEXT MEETING**
 - a. Larpenteur Avenue Pedestrian Improvement Project
 - b. Animal Control Ordinance
 - c. City Logo
 - d. Revisions to City Redevelopment Policies
 - e. Zoning Ordinance Update

- f. Superintendent Dr. John Thein
- g. Sheriff Matt Bostrom – October 22

12. WORK SESSION

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

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting 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. Animal Control Ordinance

13. CLOSED SESSION

- a. Purchase of 2430 and 2453 Larpenteur Avenue

14. ADJOURNMENT

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

Page 1 of 3

September 10, 2013

Mayor Dains called the City Council meeting to order at 7:34 p.m.

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

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 Gaasch moved to approve the agenda. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Gaasch moved to approve the August 27, 2013 City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Grove moved approval of the claims totaling \$101,807.55. Councilor Mac Lean seconded the motion and it passed unanimously.

Discussion Items:

Lot Consolidation of the 1818 and 1824 Walnut Street Parcels

Brian and Dana Malzer are the owners of 1818 and 1824 Walnut Street. They purchased the property at 1818 Walnut Street in order to convert the single family home on that parcel into a garage. The lot consolidation would combine both properties under one Parcel Identification Number (PIN). Both lots are 40' x 127'.

Councilor Mac Lean moved to adopt Resolution 091013A the Lot Consolidation Request for 1818 and 1824 Walnut Street. Councilor Hawkinson seconded the motion and it passed unanimously.

Lot Consolidation of the 1850 and 1858 Walnut Street Parcels

Gene Christenson owns the parcels at 1850 and 1858 Walnut Street. The lot consolidation would combine both properties under one PIN. The 1850 Walnut Street parcel is 60' x 127' and the 1858 parcel is 39' x 127'.

Councilor Gaasch moved to adopt Resolution 091013B the Lot Consolidation Request for 1850 and 1858 Walnut Street. Councilor Hawkinson seconded the motion and it passed unanimously.

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

Page 2 of 3

September 10, 2013

Fence Quotes for Skyview Park

The Council discussed at the June 11 Council Meeting the proposed fence on the northern boundary of Skyview Park abutting the property at 1738 Walnut Street. Bownik presented three quotes for different types of fencing. The Council discussed the merits of different types of fencing such as chain link versus cedar privacy fencing. The Council discussed that in the areas of Community Park which abut private property a chain link fence is in place. Earl Peterson the property owner of 1738 Walnut Street addressed the Council. Mr. Peterson stated he would prefer a community garden in the Park. If a fence must be placed, he prefers a privacy fence. Overall, he prefers no fence.

Councilor Gaasch moved to approve the installation of a cedar privacy fence at Skyview Park if the owner of 1738 Walnut found that to be an acceptable option. Councilor Grove seconded the motion. Councilors Grove, Gaasch, and Hawkinson and Mayor Dains voted to approve the motion and Councilor Mac Lean voted in opposition. The motion passed on a 4-1 vote.

2014 Budget and Levy

Based on previous budget and levy discussions, the Council concluded than a 1% levy increase for 2014 was necessary (total levy with Fiscal Disparities equaled \$616,215). The preliminary budget for 2014 totaled \$1,226,906.

Councilor Hawkinson moved Resolution 091013C – A Resolution Levying Taxes for 2013 Payable in 2014 in the mount of \$616,215 and Establishing November 26, 2013 at 7:30 p.m. as the date and time of the Truth in Taxation Hearing. Councilor Grove seconded the motion and it passed unanimously.

St. Paul Regional Water Appointment

The St. Paul Regional Water Service (SPRWS) Board is seeking a Lauderdale representative for 2014. As the SPRWS Board meets on City Council meeting nights, it would be difficult for a councilor to be appointed to the board. The Council will recommend potential SPRWS Board members to staff and staff will notify residents of the open seat through the newsletter.

Sanitary Sewer Lining

Butkowski explained that the areas of the lining project which can be lined in their present condition have been lined. Two spot repairs of the sewer lines must be completed before work continues. Staff expects to bring a quote for that work to the next City Council meeting.

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

Page 3 of 3

September 10, 2013

Agenda items for the September 24 Council Meeting may include a discussion of the Larpenteur Avenue project, the Animal Control Ordinance, the sanitary sewer lining project, and the city logo. 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:

Revisions to the City Redevelopment Policies

Stacie Kvilvang, the City's financial advisor from Ehlers, Inc. proposed to the Council that the City's redevelopment policy be updated. Currently, the City only has a TIF Policy which does not address whether the City would use tax abatement or other redevelopment tools. Whether the City wants to be active or passive with regard to development, the policy should reflect that.

The Council decided to meet in closed session at 5:00 p.m. on Friday September 13 to discuss whether to purchase the property at 2430 Larpenteur Avenue, which is for sale.

Zoning Ordinance Update

The Council began suggesting changes to the district uses portion of the Zoning Ordinance. The Council compared Lauderdale's ordinance to that of the cities of Falcon Heights and Roseville, which had been updated more recently. Staff will proceed with changes based on the Council's suggestions.

There being no further business on the council agenda, Councilor Gaasch moved to adjourn the meeting. Councilor Grove seconded the motion and it carried. The meeting adjourned at 9:58 p.m.

Respectfully submitted,


Kevin Kelly
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

September 24, 2013 City Council Meeting

Payroll

09/13/13 Payroll: Direct Deposit # 501647-501651	\$7,474.33
09/13/13 Payroll: Payroll Liabilities, e-payments #810E-812E	\$6,374.52

Vendor Claims

09/24/13 Claims: Check #'s 21900-21917	\$10,678.78
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SUBTOTAL \$24,527.63

Total Claims for Approval

\$24,527.63

CITY OF LAUDERDALE

Paid Register

Check Number	Employee Number	Employee Name	Pay Period	Pay Group Description	Check Amount	Check Date	Status
501649	000000002	HINRICHS, DAVID C	19	BI-WEEKLY	\$1,608.41	9/13/2013	Outstanding
501650	000000005	HUGHES, JOSEPH A	19	BI-WEEKLY	\$1,612.44	9/13/2013	Outstanding
501647	000000011	BOWNIK, JAMES	19	BI-WEEKLY	\$1,514.64	9/13/2013	Outstanding
501648	000000007	BUTKOWSKI-HINRICHS, HE	19	BI-WEEKLY	\$1,783.98	9/13/2013	Outstanding
501651	000000027	KELLY, KEVIN	19	BI-WEEKLY	\$954.86	9/13/2013	Outstanding
					<u>\$7,474.33</u>		

CITY OF LAUDERDALE

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Page 1

***Claim Register©**

091313pyroll

SEPTEMBER 2013

Claim Type Direct

Claim#	3524	NORTH STAR BANK, CHECKING S	Ck# 000810E	9/12/2013		
Cash Payment	G 101-21703	FICA WITHHOLDING.		09/13/2013	Payroll	\$1,955.28
		Invoice				
Cash Payment	G 101-21701	FEDERAL TAXES		09/13/2013	Payroll	\$1,167.23
		Invoice				
Transaction Date	9/12/2013	Due 0	NORTH STAR CHE	10100	Total	\$3,122.51
Claim#	3525	PERA	Ck# 000811E	9/12/2013		
Cash Payment	G 101-21704	PERA		09/13/2013	Payroll	\$1,638.09
		Invoice				
Transaction Date	9/12/2013	Due 0	NORTH STAR CHE	10100	Total	\$1,638.09
Claim#	3526	ICMA RETIREMENT TRUST - 457	Ck# 000812E	9/12/2013		
Cash Payment	G 101-21705	ICMA RETIREMENT		09/13/2013	Payroll	\$1,613.92
		Invoice				
Transaction Date	9/12/2013	Due 0	NORTH STAR CHE	10100	Total	\$1,613.92
	Claim Type	Direct			Tota	\$6,374.52

Pre-Written Check	\$6,374.52
Checks to be Generated by the Compute	\$0.00
Total	\$6,374.52

CITY OF LAUDERDALE

09/20/13 3:10 PM

Page 1

***Check Detail Register©**

SEPTEMBER 2013

Check Amt Invoice Comment

10100 NORTH STAR CHECKING

Paid Chk#	Date	Payee	Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING					
Paid Chk# 021900	9/24/2013	CITY OF ROSEVILLE			
E 101-41200-306		CONSULTING FEES	\$787.00		9/13 Phone and IT Services
E 101-41200-391		TELEPHONE/PAGERS	\$95.40		9/13 Phone and IT Services
		Total CITY OF ROSEVILLE	\$882.40		
Paid Chk# 021901	9/24/2013	EUREKA RECYCLING			
E 203-50000-389		RECYCLING CONTRACTOR	\$2,389.73		8/13 Recycling Contract
		Total EUREKA RECYCLING	\$2,389.73		
Paid Chk# 021902	9/24/2013	G & K SERVICES			
E 602-49100-425		CLOTHING	\$50.84		8/13 PW Clothing
E 601-49000-425		CLOTHING	\$50.84		8/13 PW Clothing
		Total G & K SERVICES	\$101.68		
Paid Chk# 021903	9/24/2013	INTEGRA			
E 101-41200-391		TELEPHONE/PAGERS	\$49.53		8/13 Fax Line
		Total INTEGRA	\$49.53		
Paid Chk# 021904	9/24/2013	KENNEDY & GRAVEN			
E 101-41500-305		LEGAL FEES - CIVIL	\$1,104.00		8/13 Legal Services
		Total KENNEDY & GRAVEN	\$1,104.00		
Paid Chk# 021905	9/24/2013	MAMA			
E 101-41200-308		TRAINING\CONFERENCES	\$20.00	#1263	9/13 Luncheon - HB
		Total MAMA	\$20.00		
Paid Chk# 021906	9/24/2013	MN WILD ANIMAL MANAGEMENT			
E 101-43000-327		OTHER SERV- SEWER/NPDES I	\$348.15		Pest Control Application
		Total MN WILD ANIMAL MANAGEMENT	\$348.15		
Paid Chk# 021907	9/24/2013	MUSKA ELECTRIC CO			
E 101-45200-442		MISC	\$648.82		Park lights inspected and replacement of breaker
		Total MUSKA ELECTRIC CO	\$648.82		
Paid Chk# 021908	9/24/2013	NAPA AUTO PARTS			
E 601-49000-402		CITY TRUCK REPAIR/MAINTEN	\$5.27		Brake Pads and Fluid - 2006 Ford
E 602-49100-402		CITY TRUCK REPAIR/MAINTEN	\$5.27		Brake Pads and Fluid - 2006 Ford
E 101-43000-402		CITY TRUCK REPAIR/MAINTEN	\$42.13		Brake Pads and Fluid - 2006 Ford
		Total NAPA AUTO PARTS	\$52.67		
Paid Chk# 021909	9/24/2013	ON SITE SANITATION			
E 101-45200-427		PORTA POTTY RENTAL	\$122.91		9/13 Portable Restroom
		Total ON SITE SANITATION	\$122.91		
Paid Chk# 021910	9/24/2013	POSTMASTER - NEWSLETTER			
E 101-41200-203		POSTAGE	\$1,000.00		Permit #1073 Deposit to Account
		Total POSTMASTER - NEWSLETTER	\$1,000.00		

CITY OF LAUDERDALE

***Check Detail Register©**

SEPTEMBER 2013

Check Amt Invoice Comment

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021911	9/24/2013	PREMIUM WATERS, INC			
E 101-41200-208		WATER DELIVERY	\$32.80		8/13 Water Delivery
Total PREMIUM WATERS, INC			\$32.80		

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021912	9/24/2013	PUBLIC EMPLOYEES INS PROGRAM			
G 101-21706		HEALTH INSURANCE	\$2,473.42		10/13 Health Benefits
Total PUBLIC EMPLOYEES INS PROGRAM			\$2,473.42		

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021913	9/24/2013	SAM S CLUB			
E 201-45600-377		DAY IN THE PARK	\$169.61		DIP Supplies
Total SAM S CLUB			\$169.61		

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021914	9/24/2013	SPRINT PCS			
E 101-43000-391		TELEPHONE/PAGERS	\$36.80		8/13 PW Cell Phones
E 601-49000-391		TELEPHONE/PAGERS	\$18.40		8/13 PW Cell Phones
E 602-49100-391		TELEPHONE/PAGERS	\$18.40		8/13 PW Cell Phones
Total SPRINT PCS			\$73.60		

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021915	9/24/2013	TEE SQUARED SCREENPRINTING & D			
E 201-45600-368		FUN RUN/WALK	\$540.00		Fun Run T-Shirts
otal TEE SQUARED SCREENPRINTING & D			\$540.00		

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021916	9/24/2013	XCEL ENERGY, PARK & GARAGE			
E 101-43000-381		ELECTRIC	\$19.48		8/13 PW and Warming House
E 101-45200-383		GAS UTILITIES	\$34.99		8/13 PW and Warming House
E 101-43000-383		GAS UTILITIES	\$34.98		8/13 PW and Warming House
E 101-45200-381		ELECTRIC	\$19.48		8/13 PW and Warming House
Total XCEL ENERGY, PARK & GARAGE			\$108.93		

Paid Chk#	Date	Vendor	Check Amt	Invoice	Comment
Paid Chk# 021917	9/24/2013	XCEL ENERGY, STREET LIGHTING			
E 101-43000-380		STREET LIGHT UTILITY	\$560.53		8/13 Street Lights
Total XCEL ENERGY, STREET LIGHTING			\$560.53		

10100 NORTH STAR CHECKING \$10,678.78

Fund Summary

<u>10100 NORTH STAR CHECKING</u>	
101 GENERAL	\$7,430.42
201 COMMUNITY EVENTS	\$709.61
203 RECYCLING	\$2,389.73
601 SEWER UTILITIES	\$74.51
602 STORM SEWER ENTERPRISE FUND	\$74.51
	<hr/>
	\$10,678.78

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date September 24, 2013

ITEM NUMBER August Finances

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month I provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for August 2013.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's finance report for August 2013.

COUNCIL ACTION:

CITY OF LAUDERDALE

09/17/13 1:16 PM

Page 1

Cash Balances

Current Period: AUGUST 2013

FUND Descr	Account	MTD Debit	MTD Credit	Current Balance
CASH				
GENERAL	G 101-10100	\$7,904.19	\$277,993.27	-\$2,723,320.18
COMMUNITY EVENTS	G 201-10100	\$1,553.39	\$820.22	\$7,842.35
COMMUNICATIONS	G 202-10100	\$4,944.19	\$3,264.16	\$16,989.50
RECYCLING	G 203-10100	\$32.61	\$5,595.85	\$106,817.05
03 ST/UTIL IMP DEBT SERVICE	G 304-10100	\$52.98	\$0.00	\$173,560.41
CAPITAL IMPROVEMENT STREETS	G 401-10100	\$173.36	\$0.00	\$567,870.45
CAPITAL IMPROVEMENTS	G 402-10100	\$33.28	\$0.00	\$109,008.62
CAPITAL IMPROVE STORM WATER	G 403-10100	\$55.09	\$0.00	\$180,444.29
PARK IMPROVEMENT	G 404-10100	\$87.97	\$0.00	\$288,149.69
TIF-PROJECTS	G 405-10100	\$168.76	\$4,520.84	\$552,820.15
SEWER IMPROVEMENT	G 407-10100	\$132.90	\$0.00	\$435,323.08
SEWER UTILITIES	G 601-10100	\$11,622.32	\$18,017.87	\$401,080.12
STORM SEWER ENTERPRISE FUND	G 602-10100	\$5,579.06	\$7,390.44	\$75,611.94
Total CASH		\$32,340.10	\$317,602.65	\$192,197.47
PETTY CASH				
GENERAL	G 101-10200	\$0.00	\$0.00	\$400.00
Total PETTY CASH		\$0.00	\$0.00	\$400.00
INVESTMENTS				
GENERAL	G 101-10400	\$151,066.91	\$0.00	\$3,302,659.33
Total INVESTMENTS		\$151,066.91	\$0.00	\$3,302,659.33
Grand Total		\$183,407.01	\$317,602.65	\$3,495,256.80

CITY OF LAUDERDALE

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*Revenue Guideline©

Page 1

Current Period: AUGUST 2013

		2013	2013	AUGUST	2013	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
GENERAL						
Active	R 101-31010 CURRENT AD VALORE	\$488,203.00	\$246,818.24	\$0.00	\$241,384.76	50.56%
Active	R 101-31020 DELINQUENT AD VALO	\$0.00	\$11,353.22	\$0.00	-\$11,353.22	0.00%
Active	R 101-31030 FORFEITED TAX SALE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-31040 FISCAL DISPARITIES	\$121,912.00	\$66,319.87	\$0.00	\$55,592.13	54.40%
Active	R 101-32000 LICENSE AND PERMIT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-32110 3.2 ALCHOLIC LICENSE	\$150.00	\$0.00	\$0.00	\$150.00	0.00%
Active	R 101-32120 CIGARETTE LICENSE	\$400.00	\$0.00	\$0.00	\$400.00	0.00%
Active	R 101-32130 GARBAGE HAULERS LI	\$1,000.00	\$1,408.00	\$0.00	-\$408.00	140.80%
Active	R 101-32140 HEATING/AC LICENSE	\$600.00	\$600.00	\$50.00	\$0.00	100.00%
Active	R 101-32150 TREE COMPANIES LIC	\$300.00	\$400.00	\$0.00	-\$100.00	133.33%
Active	R 101-32160 GAS STATION LICENSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-32170 DRIVEWAY CONTRACT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-32180 RENTAL HOUSING LIC	\$3,000.00	\$2,189.00	\$261.00	\$811.00	72.97%
Active	R 101-32210 BUILDING PERMITS	\$6,000.00	\$11,112.41	\$1,422.15	-\$5,112.41	185.21%
Active	R 101-32211 ZONING PERMIT APPLI	\$500.00	\$450.00	\$200.00	\$50.00	90.00%
Active	R 101-32225 PLAN REVIEW FEE	\$1,000.00	\$2,055.15	\$0.00	-\$1,055.15	205.52%
Active	R 101-32230 PLUMBING PERMITS	\$700.00	\$944.00	\$208.00	-\$244.00	134.86%
Active	R 101-32240 ANIMAL LICENSES	\$250.00	\$240.00	\$0.00	\$10.00	96.00%
Active	R 101-32270 HEATING A/C PERMIT	\$1,000.00	\$1,236.00	\$138.00	-\$236.00	123.60%
Active	R 101-32280 STREET EXCAVATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33401 LOCAL GOVERNMENT	\$516,153.00	\$258,076.50	\$0.00	\$258,076.50	50.00%
Active	R 101-33402 HOMESTEAD CREDIT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33405 PERA RATE INCREASE	\$1,198.00	\$599.00	\$0.00	\$599.00	50.00%
Active	R 101-33406 MARKET VAL HOM CR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33623 MET COUNCIL - LIV CO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-33624 LIVABLE COMMUNITIE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34101 CITY HALL/PARK RENT	\$4,000.00	\$5,462.00	\$1,185.00	-\$1,462.00	136.55%
Active	R 101-34103 ADMINISTRATIVE FEE	\$0.00	\$25.00	\$0.00	-\$25.00	0.00%
Active	R 101-34105 SALE OF PUBLICATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34107 ASSESSMENT SEARCH	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34109 COPIES	\$50.00	\$76.53	\$0.00	-\$26.53	153.06%
Active	R 101-34110 VARIANCE FEES	\$0.00	\$150.00	\$0.00	-\$150.00	0.00%
Active	R 101-34111 LEGAL FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34112 CONDITIONAL USE PE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34113 ZONING AMENDMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34114 ADVERTISING SALES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34115 GENERAL GOVERNME	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34116 ENGINEERING FEES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34201 FALSE SECURITY ALA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-34202 FALSE FIRE ALARM - FI	\$500.00	\$0.00	\$0.00	\$500.00	0.00%
Active	R 101-34203 FIRE INSPECTION FEE	\$1,000.00	\$75.00	\$0.00	\$925.00	7.50%
Active	R 101-34205 FIRE CALL REIMBURSE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-35101 COURT FINES	\$37,000.00	\$29,985.57	\$4,199.25	\$7,014.43	81.04%
Active	R 101-36100 SPECIAL ASSESMENT	\$0.00	\$197.52	\$0.00	-\$197.52	0.00%
Active	R 101-36101 PRINCIPAL	\$0.00	-\$92.00	\$0.00	\$92.00	0.00%
Active	R 101-36102 PENALTIES & INTERES	\$0.00	\$19.97	\$0.00	-\$19.97	0.00%
Active	R 101-36103 TREE REMOVAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-36200 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-36211 INVESTMENT INTERES	\$2,000.00	\$1,365.32	\$176.86	\$634.68	68.27%
Active	R 101-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-36231 DOG PARK DONATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

CITY OF LAUDERDALE

09/17/13 1:17 PM

*Revenue Guideline©

Page 2

Current Period: AUGUST 2013

		2013 YTD Budget	2013 YTD Amt	AUGUST MTD Amt	2013 YTD Balance	% of Budget
Active	R 101-36240 SURCHARGES	\$300.00	\$565.00	\$62.50	-\$265.00	188.33%
Active	R 101-36250 REFUNDS & REIMBURS	\$0.00	\$259.87	\$0.00	-\$259.87	0.00%
Active	R 101-36252 LMC INSURANCE REFU	\$0.00	\$1,982.00	\$0.00	-\$1,982.00	0.00%
Active	R 101-36255 MISC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39101 SALES FIXED ASSETS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 101-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total GENERAL	\$1,187,216.00	\$643,873.17	\$7,902.76	\$543,342.83	54.23%
COMMUNITY EVENTS						
Active	R 201-34785 PARK EVENTS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34786 WINTER EVENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34787 GARAGE SALE	\$50.00	\$75.00	\$0.00	-\$25.00	150.00%
Active	R 201-34788 DAY IN THE PARK	\$800.00	\$1,409.00	\$1,309.00	-\$609.00	176.13%
Active	R 201-34789 MUSIC UNDER THE TR	\$400.00	\$760.00	\$0.00	-\$360.00	190.00%
Active	R 201-34790 MUGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34791 POP SALES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34792 T-SHIRT SALES	\$100.00	\$92.00	\$42.00	\$8.00	92.00%
Active	R 201-34793 FUN RUN/WALK	\$700.00	\$0.00	\$0.00	\$700.00	0.00%
Active	R 201-34794 NATIONAL NIGHT OUT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-34795 HALLOWEEN DONATIO	\$600.00	\$0.00	\$0.00	\$600.00	0.00%
Active	R 201-36211 INVESTMENT INTERES	\$50.00	\$21.20	\$2.39	\$28.80	42.40%
Active	R 201-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-36255 MISC	\$100.00	\$70.02	\$0.00	\$29.98	70.02%
Active	R 201-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 201-39201 TRANFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total COMMUNITY EVENTS	\$2,800.00	\$2,427.22	\$1,353.39	\$372.78	86.69%
COMMUNICATIONS						
Active	R 202-33600 GRANTS & AID FROM L	\$0.00	\$4,939.00	\$4,939.00	-\$4,939.00	0.00%
Active	R 202-36211 INVESTMENT INTERES	\$100.00	\$43.41	\$5.19	\$56.59	43.41%
Active	R 202-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 202-36253 CABLE FRANCHISE RE	\$20,000.00	\$10,318.97	\$0.00	\$9,681.03	51.59%
	Total COMMUNICATIONS	\$20,100.00	\$15,301.38	\$4,944.19	\$4,798.62	76.13%
RECYCLING						
Active	R 203-33621 METROPOLITAN COUN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 203-33622 COUNTY GRANTS	\$4,800.00	\$0.00	\$0.00	\$4,800.00	0.00%
Active	R 203-36100 SPECIAL ASSESMENT	\$35,000.00	\$18,414.63	\$0.00	\$16,585.37	52.61%
Active	R 203-36101 PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 203-36102 PENALTIES & INTERES	\$0.00	-\$280.63	\$0.00	\$280.63	0.00%
Active	R 203-36211 INVESTMENT INTERES	\$300.00	\$302.91	\$32.61	-\$2.91	100.97%
Active	R 203-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 203-36255 MISC	\$0.00	\$307.00	\$0.00	-\$307.00	0.00%
Active	R 203-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total RECYCLING	\$40,100.00	\$18,743.91	\$32.61	\$21,356.09	46.74%
TAX INCREMENT DEBT SERVICE						
Active	R 301-31040 FISCAL DISPARITIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-31050 TAX INCREMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-31051 DELINQUENT TAX INC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-33402 HOMESTEAD CREDIT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-33406 MARKET VAL HOM CR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

CITY OF LAUDERDALE

09/17/13 1:17 PM

*Revenue Guideline©

Page 3

Current Period: AUGUST 2013

		2013 YTD Budget	2013 YTD Amt	AUGUST MTD Amt	2013 YTD Balance	% of Budget
Active	R 301-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39205 TRANS FROM TIF PRO	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 301-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total TAX INCREMENT DEBT SERVICE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
00 ST/UTIL IMP DEBT SERVICE						
Active	R 302-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 302-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 00 ST/UTIL IMP DEBT SERVICE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
02 ST/UTIL IMP DEBT SERVICE						
Active	R 303-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 303-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 02 ST/UTIL IMP DEBT SERVICE		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
03 ST/UTIL IMP DEBT SERVICE						
Active	R 304-36100 SPECIAL ASSESMENT	\$34,000.00	\$15,727.41	\$0.00	\$18,272.59	46.26%
Active	R 304-36102 PENALTIES & INTERES	\$5,000.00	\$1,902.57	\$0.00	\$3,097.43	38.05%
Active	R 304-36211 INVESTMENT INTERES	\$1,000.00	\$471.04	\$52.98	\$528.96	47.10%
Active	R 304-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 304-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 03 ST/UTIL IMP DEBT SERVICE		\$40,000.00	\$18,101.02	\$52.98	\$21,898.98	45.25%
CAPITAL IMPROVEMENT STREETS						
Active	R 401-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-36200 MISCELLANEOUS REV	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-36211 INVESTMENT INTERES	\$2,000.00	\$1,632.95	\$173.36	\$367.05	81.65%
Active	R 401-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-39201 TRANSFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 401-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total CAPITAL IMPROVEMENT STREETS		\$2,000.00	\$1,632.95	\$173.36	\$367.05	81.65%
CAPITAL IMPROVEMENTS						
Active	R 402-36211 INVESTMENT INTERES	\$400.00	\$299.19	\$33.28	\$100.81	74.80%
Active	R 402-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39101 SALES FIXED ASSETS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39201 TRANSFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 402-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total CAPITAL IMPROVEMENTS		\$400.00	\$299.19	\$33.28	\$100.81	74.80%
CAPITAL IMPROVE STORM WATER						
Active	R 403-36211 INVESTMENT INTERES	\$1,000.00	\$521.39	\$55.09	\$478.61	52.14%
Active	R 403-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-37230 PENALTIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-37300 STORM SEWER FEE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-39201 TRANSFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 403-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total CAPITAL IMPROVE STORM WATER		\$1,000.00	\$521.39	\$55.09	\$478.61	52.14%

CITY OF LAUDERDALE

09/17/13 1:17 PM

*Revenue Guideline©

Page 4

Current Period: AUGUST 2013

		2013	2013	AUGUST	2013	% of
		YTD Budget	YTD Amt	MTD Amt	YTD Balance	Budget
PARK IMPROVEMENT						
Active	R 404-33130 CDBG/DNR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-33400 STATE GRANTS AND AI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-36211 INVESTMENT INTERES	\$1,000.00	\$824.71	\$87.97	\$175.29	82.47%
Active	R 404-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-36255 MISC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39201 TRANSFER FROM GENE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39204 TRANS FROM COMMU	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 404-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total PARK IMPROVEMENT		\$1,000.00	\$824.71	\$87.97	\$175.29	82.47%
TIF-PROJECTS						
Active	R 405-31050 TAX INCREMENT	\$180,000.00	\$97,691.55	\$0.00	\$82,308.45	54.27%
Active	R 405-31051 DELINQUENT TAX INC	\$0.00	\$3,833.38	\$0.00	-\$3,833.38	0.00%
Active	R 405-33406 MARKET VAL HOM CR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-33419 LARPENTEUR AVE REI	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-36210 INTEREST EARNINGS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-36211 INVESTMENT INTERES	\$1,500.00	\$1,404.83	\$168.76	\$95.17	93.66%
Active	R 405-36255 MISC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-39207 TRANS FROM DEBT SE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 405-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total TIF-PROJECTS		\$181,500.00	\$102,929.76	\$168.76	\$78,570.24	56.71%
SEWER IMPROVEMENT						
Active	R 407-36200 MISCELLANEOUS REV	\$50,000.00	\$0.00	\$0.00	\$50,000.00	0.00%
Active	R 407-36211 INVESTMENT INTERES	\$2,000.00	\$1,257.83	\$132.90	\$742.17	62.89%
Active	R 407-37240 SEWER CONNECTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 407-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total SEWER IMPROVEMENT		\$52,000.00	\$1,257.83	\$132.90	\$50,742.17	2.42%
WATER UTILITY						
Active	R 409-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 409-36251 ST. PAUL WATER SUR	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total WATER UTILITY		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
02 ST/UTIL CONSTRUCTION						
Active	R 412-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 02 ST/UTIL CONSTRUCTION		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
03 ST/UTIL CONSTRUCTION						
Active	R 413-33000 INTERGOVERNMENTA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-33600 GRANTS & AID FROM L	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-36211 INVESTMENT INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 413-39310 GENERAL OBLIGATION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 03 ST/UTIL CONSTRUCTION		\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SEWER UTILITIES						
Active	R 601-33000 INTERGOVERNMENTA	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36101 PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36102 PENALTIES & INTERES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36104 SEWER ASSESSMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36211 INVESTMENT INTERES	\$2,000.00	\$1,113.72	\$122.44	\$886.28	55.69%

CITY OF LAUDERDALE
***Revenue Guideline©**

09/17/13 1:17 PM

Page 5

Current Period: AUGUST 2013

		2013 YTD Budget	2013 YTD Amt	AUGUST MTD Amt	2013 YTD Balance	% of Budget
Active	R 601-36230 DONATIONS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36250 REFUNDS & REIMBURS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-36255 MISC	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-37210 SEWER SALES AND SE	\$242,000.00	\$154,742.06	\$11,499.88	\$87,257.94	63.94%
Active	R 601-37215 DELINQUENT SEWER	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-37230 PENALTIES	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-37240 SEWER CONNECTION	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-39101 SALES FIXED ASSETS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 601-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total SEWER UTILITIES	\$244,000.00	\$155,855.78	\$11,622.32	\$88,144.22	63.88%
STORM SEWER ENTERPRISE FUND						
Active	R 602-36211 INVESTMENT INTERES	\$300.00	\$201.65	\$23.08	\$98.35	67.22%
Active	R 602-37300 STORM SEWER FEE	\$61,000.00	\$45,783.06	\$5,555.98	\$15,216.94	75.05%
Active	R 602-39200 INTERFUND OPERATIN	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 602-39999 PRIOR PERIOD ADJUS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total STORM SEWER ENTERPRISE FUND	\$61,300.00	\$45,984.71	\$5,579.06	\$15,315.29	75.02%
GASB34						
Active	R 999-31010 CURRENT AD VALORE	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 999-36100 SPECIAL ASSESMENT	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	R 999-39101 SALES FIXED ASSETS	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Total GASB34	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
	Report Total	\$1,833,416.00	\$1,007,753.02	\$32,138.67	\$825,662.98	54.97%

CITY OF LAUDERDALE
***Expenditure Guideline©**

Current Period: AUGUST 2013

		2013	2013	AUGUST	Enc	2013	% of
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-41200-440 MEETING EXPENS	\$200.00	\$74.71	\$43.17	\$0.00	\$125.29	37.36%
Active	E 101-41200-442 MISC	\$500.00	\$258.70	\$0.00	\$0.00	\$241.30	51.74%
Active	E 101-41200-530 FURNITURE & EQU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-531 OFFICE EQUIPMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-534 OFFICE FURNITUR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41200-538 COMPUTER SOFT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-41500-101 FULL TIME EMPLO	\$8,035.00	\$5,380.24	\$920.83	\$0.00	\$2,654.76	66.96%
Active	E 101-41500-103 PART TIME EMPLO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-104 TEMP EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-121 PERA CONTRIBUTI	\$583.00	\$390.02	\$66.75	\$0.00	\$192.98	66.90%
Active	E 101-41500-122 FICA CONTRIBUTI	\$615.00	\$411.59	\$70.44	\$0.00	\$203.41	66.93%
Active	E 101-41500-131 HEALTH INSURAN	\$1,200.00	\$800.00	\$100.00	\$0.00	\$400.00	66.67%
Active	E 101-41500-133 LIFE INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-151 WORKERS COMP	\$64.00	\$49.23	\$49.23	\$0.00	\$14.77	76.92%
Active	E 101-41500-201 GENERAL SUPPLIE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 101-41500-202 PERMENANT SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-300 LEGAL FEES - PRO	\$18,000.00	\$5,950.00	\$850.00	\$0.00	\$12,050.00	33.06%
Active	E 101-41500-301 AUDITING	\$14,000.00	\$13,688.00	\$608.00	\$0.00	\$312.00	97.77%
Active	E 101-41500-305 LEGAL FEES - CIVI	\$10,000.00	\$3,436.47	\$0.00	\$0.00	\$6,563.53	34.36%
Active	E 101-41500-327 OTHER SERV- SE	\$700.00	\$426.14	\$0.00	\$0.00	\$273.86	60.88%
Active	E 101-41500-331 TRAVEL EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-352 PUBLIC INFO NOTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-355 MISC PRINTING/PR	\$700.00	\$0.00	\$0.00	\$0.00	\$700.00	0.00%
Active	E 101-41500-409 OTHER EQUIPMEN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-440 MEETING EXPENS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-442 MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-530 FURNITURE & EQU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-41500-539 VOTING MACHINE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-202 PERMENANT SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-318 911 Dispatch	\$13,175.00	\$8,781.20	\$2,195.30	\$0.00	\$4,393.80	66.65%
Active	E 101-42100-319 POLICE CONTRAC	\$602,030.00	\$401,353.31	\$50,169.17	\$0.00	\$200,676.69	66.67%
Active	E 101-42100-320 FIRE CONTRACT	\$18,000.00	\$0.00	\$0.00	\$0.00	\$18,000.00	0.00%
Active	E 101-42100-321 FIRE CALLS	\$16,000.00	\$6,865.22	\$1,373.04	\$0.00	\$9,134.78	42.91%
Active	E 101-42100-322 FIRE FALSE ALAR	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-42100-323 FIRE INSPECTION	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-42100-355 MISC PRINTING/PR	\$0.00	\$6.24	\$6.24	\$0.00	-\$6.24	0.00%
Active	E 101-42100-360 INSURANCE	\$5,000.00	\$0.00	\$0.00	\$0.00	\$5,000.00	0.00%
Active	E 101-42100-391 TELEPHONE/PAGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-42100-442 MISC	\$400.00	\$37.44	\$6.24	\$0.00	\$362.56	9.36%
Active	E 101-42100-530 FURNITURE & EQU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-101 FULL TIME EMPLO	\$28,348.00	\$20,651.09	\$3,559.54	\$0.00	\$7,696.91	72.85%
Active	E 101-43000-102 EMPLOYEE OVERT	\$3,000.00	\$747.93	\$0.00	\$0.00	\$2,252.07	24.93%
Active	E 101-43000-104 TEMP EMPLOYEES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-121 PERA CONTRIBUTI	\$2,273.00	\$1,551.36	\$258.05	\$0.00	\$721.64	68.25%
Active	E 101-43000-122 FICA CONTRIBUTI	\$2,398.00	\$1,725.09	\$283.07	\$0.00	\$672.91	71.94%
Active	E 101-43000-131 HEALTH INSURAN	\$4,800.00	\$3,124.25	\$379.29	\$0.00	\$1,675.75	65.09%
Active	E 101-43000-151 WORKERS COMP	\$1,442.00	\$1,104.39	\$1,104.39	\$0.00	\$337.61	76.59%
Active	E 101-43000-202 PERMENANT SUPP	\$600.00	\$0.00	\$0.00	\$0.00	\$600.00	0.00%
Active	E 101-43000-212 MOTOR FUELS	\$3,000.00	\$1,428.69	\$0.00	\$0.00	\$1,571.31	47.62%
Active	E 101-43000-213 LUBRICANTS & OT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-225 LANDSCAPING MA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-226 SIGNS	\$0.00	\$129.68	\$0.00	\$0.00	-\$129.68	0.00%

CITY OF LAUDERDALE
***Expenditure Guideline©**

Current Period: AUGUST 2013

		2013	2013	AUGUST	Enc	2013	% of
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-43000-227 TOOLS & EQUIPME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-228 MISC REPAIRS MAI	\$2,000.00	\$417.11	\$0.00	\$0.00	\$1,582.89	20.86%
Active	E 101-43000-304 ENGINEERING	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-43000-308 TRAINING\CONFER	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
Active	E 101-43000-313 SNOW & ICE REMO	\$15,000.00	\$10,944.61	\$0.00	\$0.00	\$4,055.39	72.96%
Active	E 101-43000-314 STREET SWEEPIN	\$5,000.00	\$1,390.00	\$0.00	\$0.00	\$3,610.00	27.80%
Active	E 101-43000-317 TREE SERVICE	\$8,000.00	\$13,701.30	\$2,667.42	\$0.00	-\$5,701.30	171.27%
Active	E 101-43000-324 ALLEY REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-327 OTHER SERV- SE	\$1,500.00	\$525.49	\$0.00	\$0.00	\$974.51	35.03%
Active	E 101-43000-328 STREET REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-43000-362 PROPERTY INSUR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-43000-363 AUTOMOTIVE INSU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-380 STREET LIGHT UTI	\$6,500.00	\$4,454.74	\$618.64	\$0.00	\$2,045.26	68.53%
Active	E 101-43000-381 ELECTRIC	\$3,200.00	\$1,669.72	\$269.24	\$0.00	\$1,530.28	52.18%
Active	E 101-43000-382 WATER	\$100.00	\$73.10	\$36.82	\$0.00	\$26.90	73.10%
Active	E 101-43000-383 GAS UTILITIES	\$3,000.00	\$1,819.05	\$61.17	\$0.00	\$1,180.95	60.64%
Active	E 101-43000-384 REFUSE DISPOSAL	\$3,000.00	\$1,975.97	\$355.62	\$0.00	\$1,024.03	65.87%
Active	E 101-43000-391 TELEPHONE/PAGE	\$500.00	\$343.00	\$36.27	\$0.00	\$157.00	68.60%
Active	E 101-43000-402 CITY TRUCK REPAI	\$3,000.00	\$1,573.95	\$907.90	\$0.00	\$1,426.05	52.47%
Active	E 101-43000-426 MACHINERY RENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-442 MISC	\$0.00	\$39.31	\$10.31	\$0.00	-\$39.31	0.00%
In-Active	E 101-43000-510 LAND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43000-530 FURNITURE & EQU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-101 FULL TIME EMPLO	\$33,680.00	\$22,543.54	\$3,876.63	\$0.00	\$11,136.46	66.93%
Active	E 101-43400-104 TEMP EMPLOYEES	\$0.00	\$1,316.25	\$1,316.25	\$0.00	-\$1,316.25	0.00%
Active	E 101-43400-121 PERA CONTRIBUTI	\$2,442.00	\$1,634.49	\$281.07	\$0.00	\$807.51	66.93%
Active	E 101-43400-122 FICA CONTRIBUTI	\$2,576.00	\$1,974.19	\$415.25	\$0.00	\$601.81	76.64%
Active	E 101-43400-126 ICMA RETIREMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-131 HEALTH INSURAN	\$5,400.00	\$3,497.79	\$426.01	\$0.00	\$1,902.21	64.77%
Active	E 101-43400-133 LIFE INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-151 WORKERS COMP	\$1,338.00	\$1,024.86	\$1,024.86	\$0.00	\$313.14	76.60%
Active	E 101-43400-201 GENERAL SUPPLIE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-202 PERMENANT SUPP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-203 POSTAGE	\$300.00	\$184.00	\$92.00	\$0.00	\$116.00	61.33%
Active	E 101-43400-306 CONSULTING FEE	\$5,000.00	\$1,981.00	\$0.00	\$0.00	\$3,019.00	39.62%
Active	E 101-43400-308 TRAINING\CONFER	\$500.00	\$0.00	\$0.00	\$0.00	\$500.00	0.00%
Active	E 101-43400-310 PLUMBING INSPEC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-311 HEATING INSPECT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-312 BUILDING INSPECT	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-43400-327 OTHER SERV- SE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-331 TRAVEL EXPENSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-355 MISC PRINTING/PR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-386 GOPHER STATE O	\$600.00	\$290.35	\$40.60	\$0.00	\$309.65	48.39%
Active	E 101-43400-388 SAC UNIT CHARGE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-437 SALES TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-43400-442 MISC	\$200.00	\$0.00	\$0.00	\$0.00	\$200.00	0.00%
Active	E 101-43400-443 SURCHARGE REP	\$500.00	\$358.53	\$0.00	\$0.00	\$141.47	71.71%
Active	E 101-45200-101 FULL TIME EMPLO	\$45,985.00	\$26,910.08	\$4,607.38	\$0.00	\$19,074.92	58.52%
Active	E 101-45200-103 PART TIME EMPLO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-104 TEMP EMPLOYEES	\$6,000.00	\$5,242.50	\$0.00	\$0.00	\$757.50	87.38%
Active	E 101-45200-121 PERA CONTRIBUTI	\$2,899.00	\$1,940.49	\$334.07	\$0.00	\$958.51	66.94%
Active	E 101-45200-122 FICA CONTRIBUTI	\$3,518.00	\$2,567.95	\$367.15	\$0.00	\$950.05	72.99%

CITY OF LAUDERDALE
***Expenditure Guideline©**

Current Period: AUGUST 2013

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		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 101-45200-131 HEALTH INSURAN	\$6,960.00	\$4,163.62	\$531.52	\$0.00	\$2,796.38	59.82%
Active	E 101-45200-133 LIFE INSURANCE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-142 UNEMPLOYMENT B	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-151 WORKERS COMP	\$1,271.00	\$973.39	\$973.39	\$0.00	\$297.61	76.58%
Active	E 101-45200-201 GENERAL SUPPLIE	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 101-45200-202 PERMENANT SUPP	\$200.00	\$128.51	\$0.00	\$0.00	\$71.49	64.26%
Active	E 101-45200-212 MOTOR FUELS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-225 LANDSCAPING MA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-228 MISC REPAIRS MAI	\$700.00	\$803.73	\$83.45	\$0.00	-\$103.73	114.82%
Active	E 101-45200-317 TREE SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-327 OTHER SERV- SE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-370 PARK & REC EXPE	\$700.00	\$700.00	\$700.00	\$0.00	\$0.00	100.00%
Active	E 101-45200-371 NON-RESIDENT RE	\$1,500.00	\$920.00	\$920.00	\$0.00	\$580.00	61.33%
Active	E 101-45200-381 ELECTRIC	\$500.00	\$328.83	\$27.05	\$0.00	\$171.17	65.77%
Active	E 101-45200-382 WATER	\$200.00	\$102.04	\$26.60	\$0.00	\$97.96	51.02%
Active	E 101-45200-383 GAS UTILITIES	\$1,000.00	\$534.69	\$28.71	\$0.00	\$465.31	53.47%
Active	E 101-45200-384 REFUSE DISPOSAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-391 TELEPHONE/PAGE	\$50.00	\$0.00	\$0.00	\$0.00	\$50.00	0.00%
Active	E 101-45200-403 TRACTOR/MOWER	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 101-45200-412 WARMING HOUSE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-427 PORTA POTTY RE	\$500.00	\$825.85	\$506.17	\$0.00	-\$325.85	165.17%
In-Active	E 101-45200-437 SALES TAX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-442 MISC	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%
In-Active	E 101-45200-536 PARK PHONE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-540 MACHINERY & EQ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45200-550 OTHER IMPROVEM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-45300-101 FULL TIME EMPLO	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-45300-121 PERA CONTRIBUTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-45300-122 FICA CONTRIBUTI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-45300-131 HEALTH INSURAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
In-Active	E 101-45300-442 MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45300-444 CONTINGENCY FU	\$20,000.00	\$0.00	\$0.00	\$0.00	\$20,000.00	0.00%
Active	E 101-45300-710 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-710 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-721 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-731 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-732 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-733 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-734 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-741 OPERATING TRAN	\$6,993.00	\$0.00	\$0.00	\$0.00	\$6,993.00	0.00%
Active	E 101-45400-742 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-743 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-744 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-745 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-747 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-45400-749 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48100-306 CONSULTING FEE	\$24,000.00	\$44,930.77	\$22,817.51	\$0.00	-\$20,930.77	187.21%
Active	E 101-48100-442 MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48411-550 OTHER IMPROVEM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48412-306 CONSULTING FEE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48412-442 MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 101-48412-550 OTHER IMPROVEM	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%

CITY OF LAUDERDALE
***Expenditure Guideline©**

Current Period: AUGUST 2013

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		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 405-48500-530 FURNITURE & EQU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 405-48500-540 MACHINERY & EQ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 405-48500-710 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total TIF-PROJECTS		\$574,000.00	\$19,140.34	\$4,520.84	\$0.00	\$554,859.66	3.33%
SEWER IMPROVEMENT							
Active	E 407-48407-304 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 407-48407-500 CAPITAL OUTLAY	\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
Total SEWER IMPROVEMENT		\$50,000.00	\$0.00	\$0.00	\$0.00	\$50,000.00	0.00%
WATER UTILITY							
Active	E 409-48409-328 STREET REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 409-48409-710 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total WATER UTILITY		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
02 ST/UTIL CONSTRUCTION							
Active	E 412-48410-304 ENGINEERING	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 412-48410-328 STREET REPAIR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 412-48410-721 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total 02 ST/UTIL CONSTRUCTION		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
SEWER UTILITIES							
Active	E 601-49000-101 FULL TIME EMPLO	\$28,134.00	\$12,926.29	\$3,244.49	\$0.00	\$15,207.71	45.95%
Active	E 601-49000-102 EMPLOYEE OVERT	\$12,000.00	\$6,712.39	\$1,153.26	\$0.00	\$5,287.61	55.94%
Active	E 601-49000-121 PERA CONTRIBUTI	\$2,910.00	\$1,851.88	\$318.87	\$0.00	\$1,058.12	63.64%
Active	E 601-49000-122 FICA CONTRIBUTI	\$3,070.00	\$2,035.34	\$347.60	\$0.00	\$1,034.66	66.30%
Active	E 601-49000-131 HEALTH INSURAN	\$4,536.00	\$3,621.73	\$460.79	\$0.00	\$914.27	79.84%
Active	E 601-49000-151 WORKERS COMP	\$2,783.00	\$2,131.60	\$2,131.60	\$0.00	\$651.40	76.59%
Active	E 601-49000-201 GENERAL SUPPLIE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-212 MOTOR FUELS	\$700.00	\$321.19	\$0.00	\$0.00	\$378.81	45.88%
Active	E 601-49000-227 TOOLS & EQUIPME	\$300.00	\$0.00	\$0.00	\$0.00	\$300.00	0.00%
Active	E 601-49000-228 MISC REPAIRS MAI	\$400.00	\$0.00	\$0.00	\$0.00	\$400.00	0.00%
Active	E 601-49000-301 AUDITING	\$1,700.00	\$1,711.00	\$76.00	\$0.00	-\$11.00	100.65%
Active	E 601-49000-304 ENGINEERING	\$3,000.00	\$0.00	\$0.00	\$0.00	\$3,000.00	0.00%
Active	E 601-49000-308 TRAINING\CONFER	\$600.00	\$600.00	\$0.00	\$0.00	\$0.00	100.00%
Active	E 601-49000-315 SEWER JETTING	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 601-49000-316 SEWER TELEVISIN	\$1,500.00	\$0.00	\$0.00	\$0.00	\$1,500.00	0.00%
Active	E 601-49000-327 OTHER SERV- SE	\$7,000.00	\$3,657.95	\$90.58	\$0.00	\$3,342.05	52.26%
Active	E 601-49000-331 TRAVEL EXPENSE	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 601-49000-361 GENERAL LIABILIT	\$1,800.00	\$130.63	\$130.63	\$0.00	\$1,669.37	7.26%
Active	E 601-49000-362 PROPERTY INSUR	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-363 AUTOMOTIVE INSU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-382 WATER	\$100.00	\$21.69	\$9.62	\$0.00	\$78.31	21.69%
Active	E 601-49000-387 WATER TREATME	\$120,000.00	\$88,733.25	\$9,859.25	\$0.00	\$31,266.75	73.94%
Active	E 601-49000-391 TELEPHONE/PAGE	\$300.00	\$171.48	\$18.14	\$0.00	\$128.52	57.16%
Active	E 601-49000-402 CITY TRUCK REPAI	\$400.00	\$196.75	\$113.49	\$0.00	\$203.25	49.19%
Active	E 601-49000-425 CLOTHING	\$1,000.00	\$381.30	\$63.55	\$0.00	\$618.70	38.13%
Active	E 601-49000-442 MISC	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-444 CONTINGENCY FU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-501 DEPRECIATION EX	\$34,000.00	\$0.00	\$0.00	\$0.00	\$34,000.00	0.00%
Active	E 601-49000-540 MACHINERY & EQ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-554 CATCH BASIN REP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 601-49000-710 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total SEWER UTILITIES		\$227,833.00	\$125,204.47	\$18,017.87	\$0.00	\$102,628.53	54.95%
STORM SEWER ENTERPRISE FUND							
Active	E 602-49100-101 FULL TIME EMPLO	\$32,114.00	\$15,256.74	\$3,704.47	\$0.00	\$16,857.26	47.51%

CITY OF LAUDERDALE
***Expenditure Guideline©**

Current Period: AUGUST 2013

		2013	2013	AUGUST	Enc	2013	% of
		YTD Budget	YTD Amt	MTD Amt	Current	YTD Balance	Budget
Active	E 602-49100-102 EMPLOYEE OVERT	\$5,000.00	\$2,796.90	\$480.56	\$0.00	\$2,203.10	55.94%
Active	E 602-49100-121 PERA CONTRIBUTI	\$2,691.00	\$1,761.04	\$303.40	\$0.00	\$929.96	65.44%
Active	E 602-49100-122 FICA CONTRIBUTI	\$2,839.00	\$1,931.47	\$329.43	\$0.00	\$907.53	68.03%
Active	E 602-49100-131 HEALTH INSURAN	\$4,944.00	\$3,352.45	\$422.37	\$0.00	\$1,591.55	67.81%
Active	E 602-49100-151 WORKERS COMP	\$2,262.00	\$1,732.45	\$1,732.45	\$0.00	\$529.55	76.59%
Active	E 602-49100-201 GENERAL SUPPLIE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-212 MOTOR FUELS	\$700.00	\$321.18	\$0.00	\$0.00	\$378.82	45.88%
Active	E 602-49100-227 TOOLS & EQUIPME	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-228 MISC REPAIRS MAI	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-301 AUDITING	\$1,700.00	\$1,711.00	\$76.00	\$0.00	-\$11.00	100.65%
Active	E 602-49100-304 ENGINEERING	\$9,000.00	\$0.00	\$0.00	\$0.00	\$9,000.00	0.00%
Active	E 602-49100-308 TRAINING\CONFER	\$100.00	\$0.00	\$0.00	\$0.00	\$100.00	0.00%
Active	E 602-49100-314 STREET SWEEPIN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-327 OTHER SERV- SE	\$2,500.00	-\$2,254.50	\$15.98	\$0.00	\$4,754.50	-90.18%
Active	E 602-49100-352 PUBLIC INFO NOTI	\$100.00	\$85.50	\$0.00	\$0.00	\$14.50	85.50%
Active	E 602-49100-361 GENERAL LIABILIT	\$1,700.00	\$130.62	\$130.62	\$0.00	\$1,569.38	7.68%
Active	E 602-49100-391 TELEPHONE/PAGE	\$300.00	\$171.48	\$18.13	\$0.00	\$128.52	57.16%
Active	E 602-49100-402 CITY TRUCK REPAI	\$400.00	\$196.74	\$113.48	\$0.00	\$203.26	49.19%
Active	E 602-49100-425 CLOTHING	\$1,000.00	\$381.30	\$63.55	\$0.00	\$618.70	38.13%
Active	E 602-49100-438 DUES & SUBSCRIP	\$1,000.00	\$500.00	\$0.00	\$0.00	\$500.00	50.00%
Active	E 602-49100-442 MISC	\$1,000.00	\$0.00	\$0.00	\$0.00	\$1,000.00	0.00%
Active	E 602-49100-444 CONTINGENCY FU	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-501 DEPRECIATION EX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-540 MACHINERY & EQ	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-554 CATCH BASIN REP	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 602-49100-710 OPERATING TRAN	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Total STORM SEWER ENTERPRISE FUND		\$69,350.00	\$28,074.37	\$7,390.44	\$0.00	\$41,275.63	40.48%
GASB34							
Active	E 999-41000-100 WAGES AND SALA	\$0.00	-\$18,677.75	\$0.00	\$0.00	\$18,677.75	0.00%
Active	E 999-41000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-41000-500 CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-43000-100 WAGES AND SALA	\$0.00	-\$6,906.25	\$0.00	\$0.00	\$6,906.25	0.00%
Active	E 999-43000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-43000-499 LOSS ON DISPOSA	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-43000-500 CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-45000-100 WAGES AND SALA	\$0.00	-\$8,181.85	\$0.00	\$0.00	\$8,181.85	0.00%
Active	E 999-45000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-45000-500 CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-47000-601 BOND PRINCIPAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-47000-611 BOND INTEREST	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-49000-420 RENTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-49000-500 CAPITAL OUTLAY	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
Active	E 999-49500-100 WAGES AND SALA	\$0.00	-\$2,599.79	\$0.00	\$0.00	\$2,599.79	0.00%
Active	E 999-50000-100 WAGES AND SALA	\$0.00	-\$1,426.73	\$0.00	\$0.00	\$1,426.73	0.00%
Total GASB34		\$0.00	-\$37,792.37	\$0.00	\$0.00	\$37,792.37	0.00%
Report Total		\$2,416,321.00	\$1,059,330.94	\$166,394.84	\$0.00	\$1,356,990.06	43.84%

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u>September 24, 2013</u>
Special <u> </u>	ITEM NUMBER <u>PCIC Minutes</u>
Public Hearing <u> </u>	STAFF INITIAL <u>Jim</u>
Report <u> </u>	APPROVED BY ADMINISTRATOR <u> </u>
Discussion/Action <u> </u>	
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached are the minutes from the Park & Community Involvement Committee meeting of September 16, 2013.

OPTIONS:

- 1) Approve as consent item.
- 2) Remove from consent for discussion.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges receipt of and placing on file the attached minutes of the Park & Community Involvement Committee.

COUNCIL ACTION:



MINUTES
MONDAY, SEPTEMBER 16, 2013
PARK & COMMUNITY INVOLVEMENT COMMITTEE

1. CALL TO ORDER 6:45 p.m.

2. ROLL CALL

Members Present: Matt Eisenschenk, Monica Gallagher, Annie Downing,
Nate Downing, Marilyn Smith

Members Absent: April Brandt, Trygve Hansen

Staff & Council Present: Jim Bownik, Roxanne Grove

Others Present:

3. APPROVAL OF THE AGENDA

A. Downing motioned to approve the agenda, second by Smith. Motion carried unanimously.

4. APPROVAL OF MINUTES OF AUGUST 5, 2013 MEETING

N. Downing motioned to approve the minutes, second by A. Downing. Motion carried unanimously.

5. REPORTS

A. Membership Update

Bownik informed the Committee Susie Zahratka has resigned. Unfortunately, Susie was not able to attend any of the meetings since she was appointed. She indicated she may reapply when her schedule allows her to be more involved.

On another note, Bownik said he was approached by two people recently about possibly being interested in joining. The two people are Rebecca Carr, and Sara Nelson. Bownik hoped we can convince them to fill out an application soon.

B. Skyview Park Update

Bownik reported the swinging bench did not last long. It fell apart unexpectedly and has been sent to an early retirement. The Committee agreed the lesson learned is to stick with commercial grade equipment at the Park.

Bownik also updated the Committee on the potential fence project. The Council voted to install a cedar wood privacy fence on the property line with the caveat that if the adjacent property owner preferred no fence, the City would do nothing.

The adjacent property owner has since stated he would prefer no fence.

C. Day in the Park Wrap Up

The Committee discussed the Day in the Park event. Bownik started by thanking everyone that helped with the event. An hour and a half was needed for set up. The food vendor, Wraps & Apps said they were busy for the first two hours, compared to all three hours last year. A slight dip in attendance may have been a factor. Financial contributions totaled \$1,975 compared to \$1,200 last year. Expenses were \$1,208. Suggestions for next year include: having the magician be more identifiable, such as wearing a tuxedo tee-shirt, talking to groups such as the Raptor Center about being involved, and having a balloon animal artist. Grove and Smith each know someone that may be willing to make balloon animals.

D. Fun Run/Walk Volunteers (Saturday, September 21, 8 a.m.)

Bownik said a few volunteers are needed at the registration table passing out tee-shirts the day of the event and the day before the event attaching runner's numbers to shirts. Gallagher said she may be able to help the day before the event and Smith said she could help at 7 a.m. the day of the event. Brandt also said she may be able to help.

6. DISCUSSION/ACTION

A. Halloween Planning #1/2 (Thursday, October 31, 5-7 p.m.)

Bownik suggested Sunday, October 27 for set up. The Committee agreed on the date, but felt more than three hours were needed for set up. Thus, set up will be at least 4 hours starting at noon.

Members discussed aspects of the event including set up, food and drink, the food license, trick-or-treat bags, donations, supplies, the photo slideshow, the maze, and assignments. Suggestions for this year included some new decorations, pre-decorated panels for the maze, using glow in the dark paint, and a fortune teller/gypsy for the back lobby.

7. OTHER BUSINESS

8. SET PRELIMINARY AGENDA FOR NEXT MEETING

Eisenschenk read the preliminary agenda for the next meeting.

9. SET DATE FOR NEXT MEETING

The committee meets on Mondays at 6:30 p.m. The next meeting will be Monday, October 14 at 6:30 p.m.

9/16/13
PCIC Minutes

10. ADJOURNMENT

Gallagher motioned to adjourn the meeting, second by N. Downing. Motion carried unanimously and adjourned at 7:55 p.m.


Respectfully submitted,

Jim Bownik
Assistant City Administrator
PCIC Staff Liaison

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date September 24, 2013
ITEM NUMBER LA Pedestrian Improvements
STAFF INITIAL  _____
APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council asked staff to invite the property owners along Larpenteur Avenue to a council meeting to provide feedback on the design concepts now that the surveys has been completed. Letters were sent to the single-family home owners from Eustis Street to Pleasant Street along with the President of the Brandy Chase Homeowners Association. Geoff Martin will be at the meeting as well.

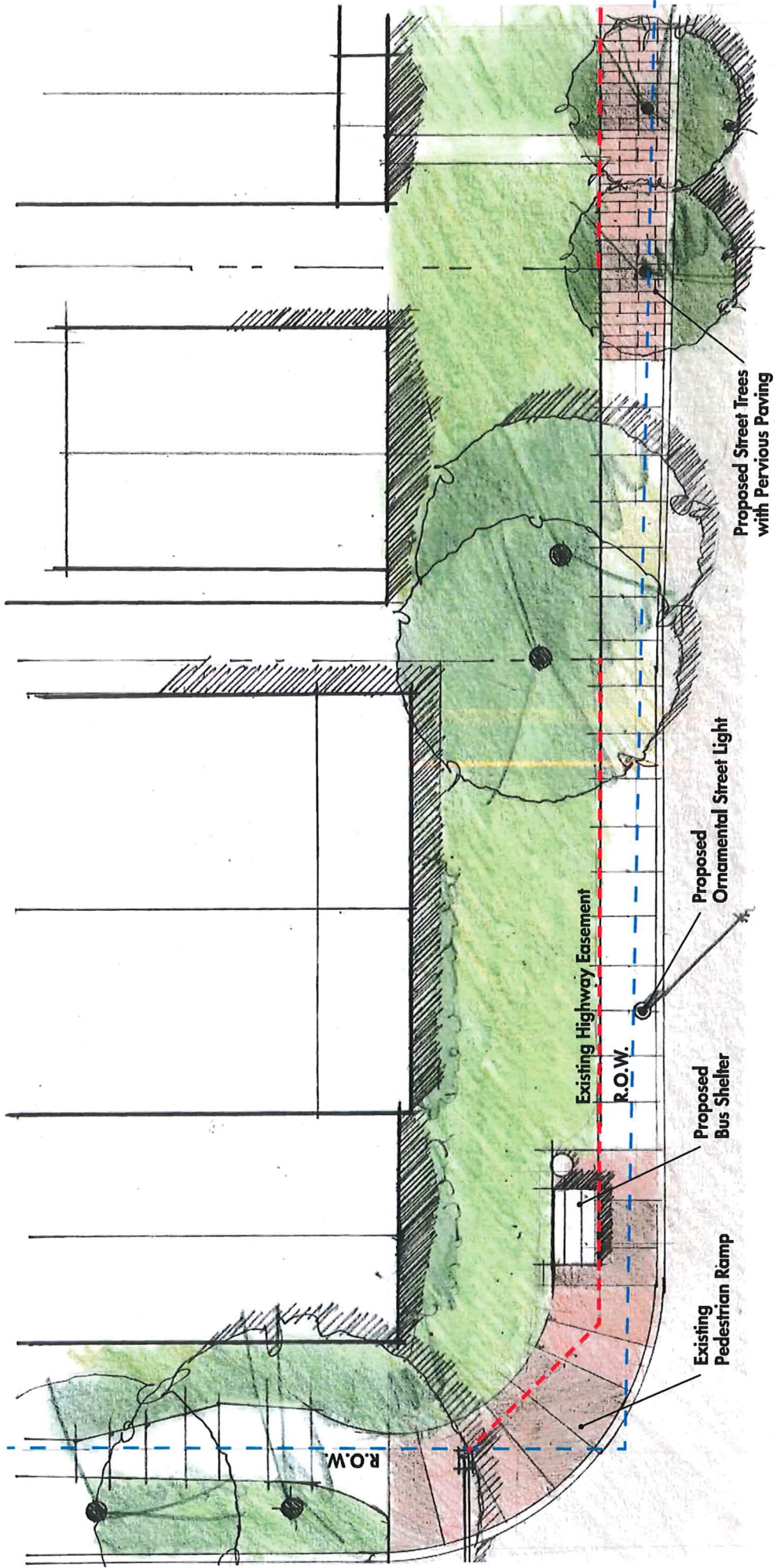
The residents received the following five diagrams showing the type of treatment proposed and the profiles. Since then Geoff completed the next two drawings which show where trees and other landscaping items are in relations to the proposed project area. I also will have copies of the survey at the dais if it becomes necessary for reference.

As previously discussed, the next step would be to authorize construction plans be prepared for this area. The Council can have that done whether this portion of the project is ultimately bid or not.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

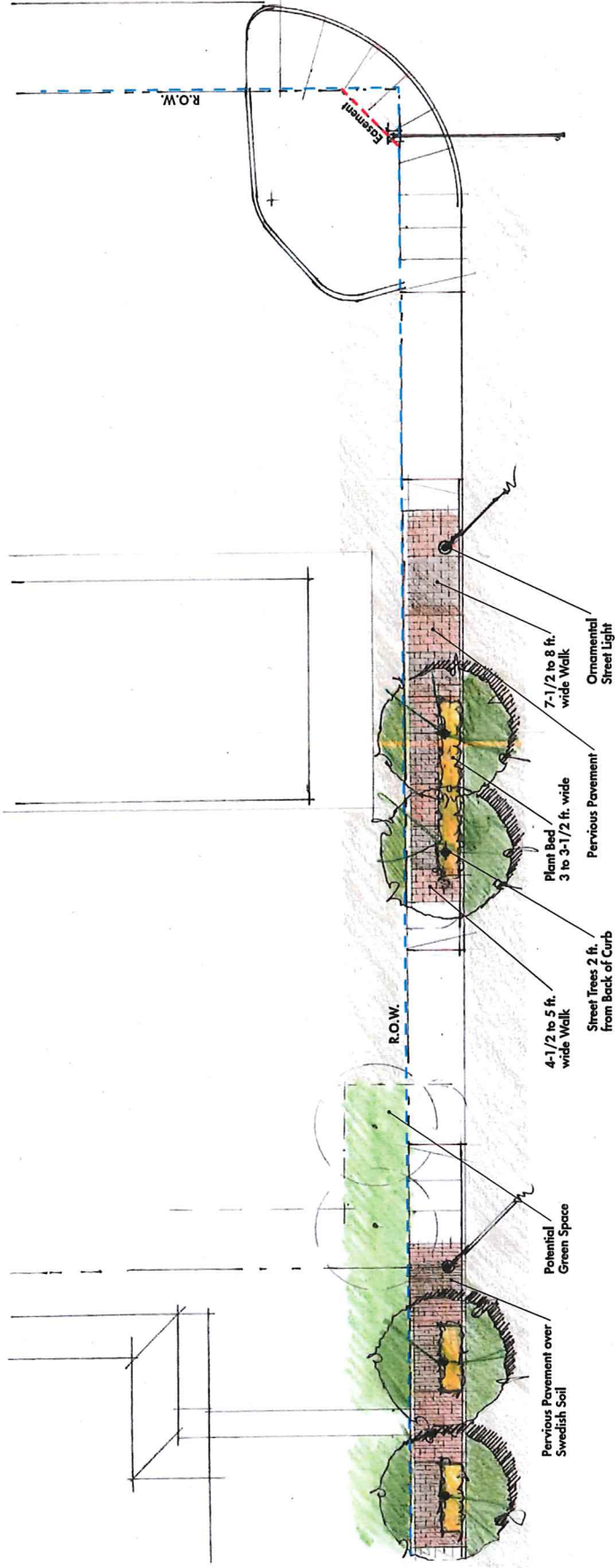


PROPOSED STREETSCAPE TREATMENT - EUSTIS ST. TO PLEASANT ST. N.
 Lauderdale, MN

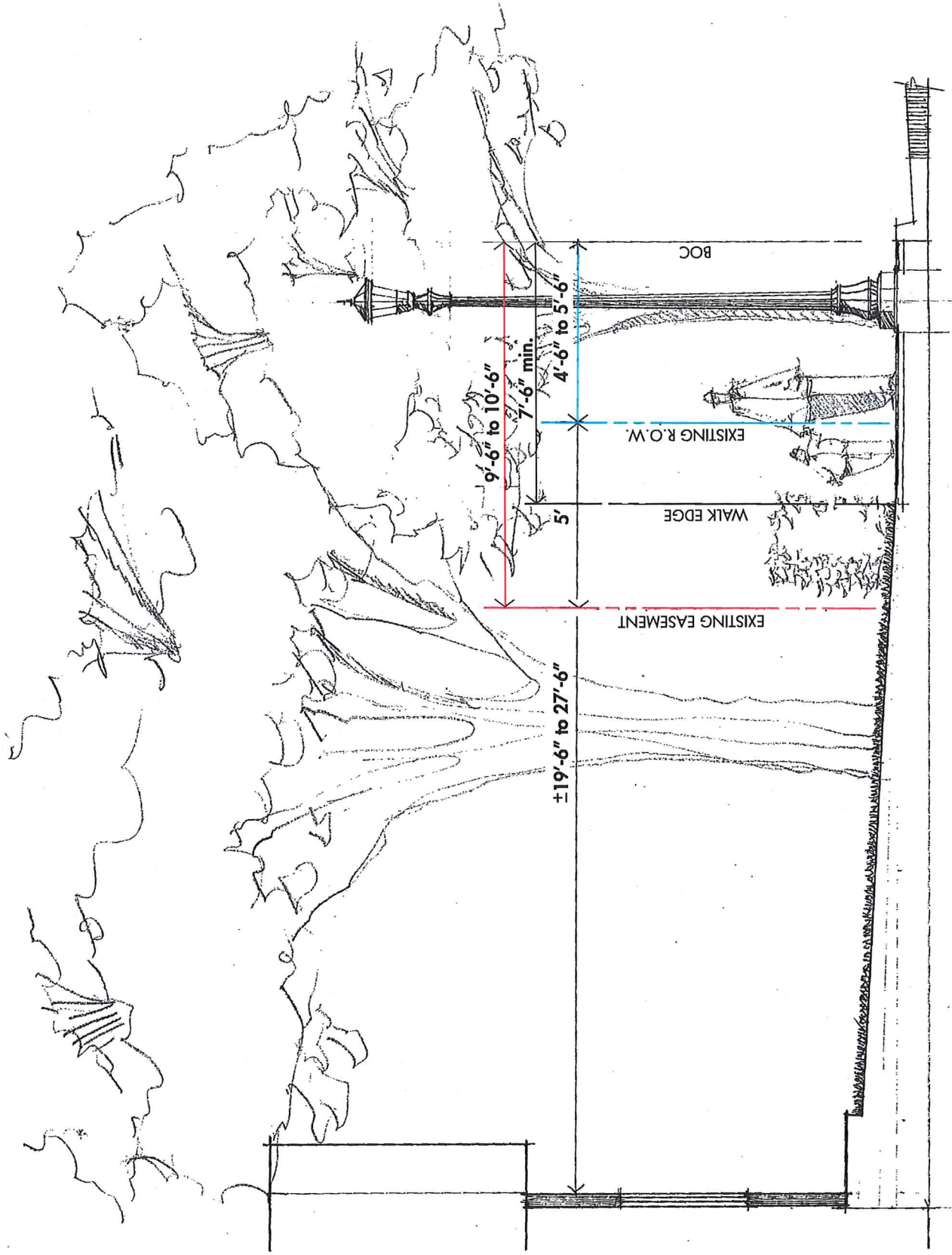


8.23.2013

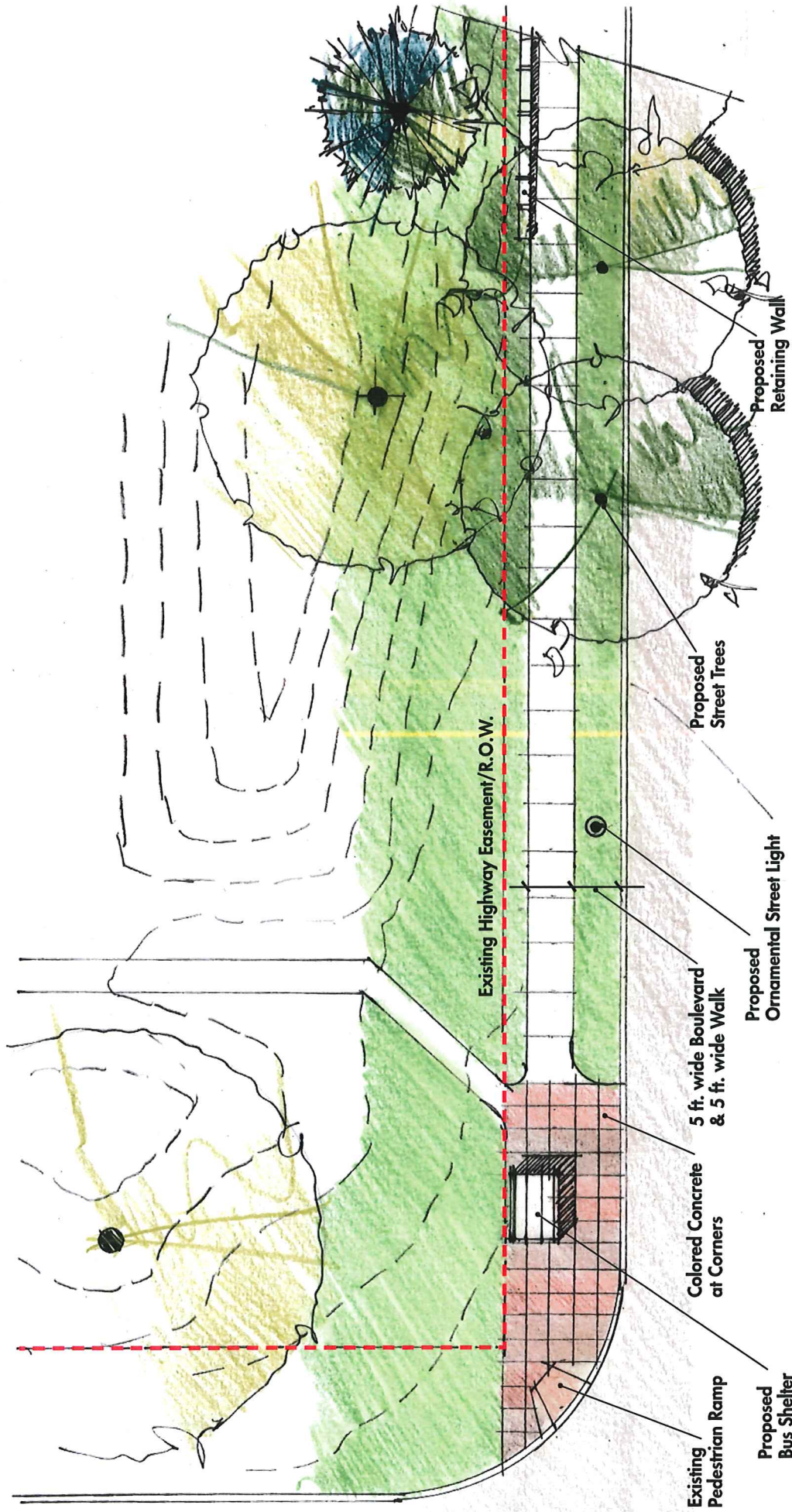


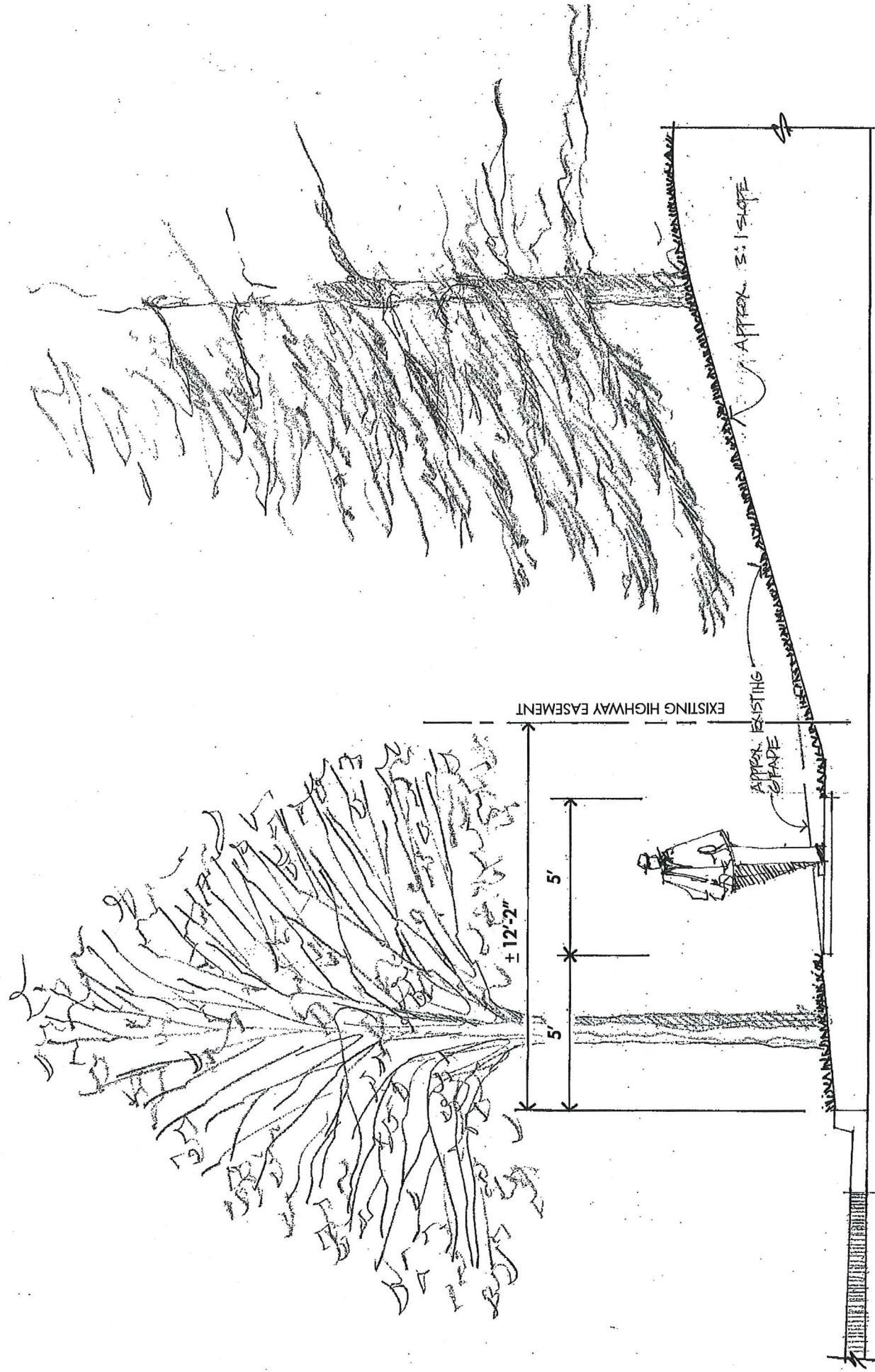


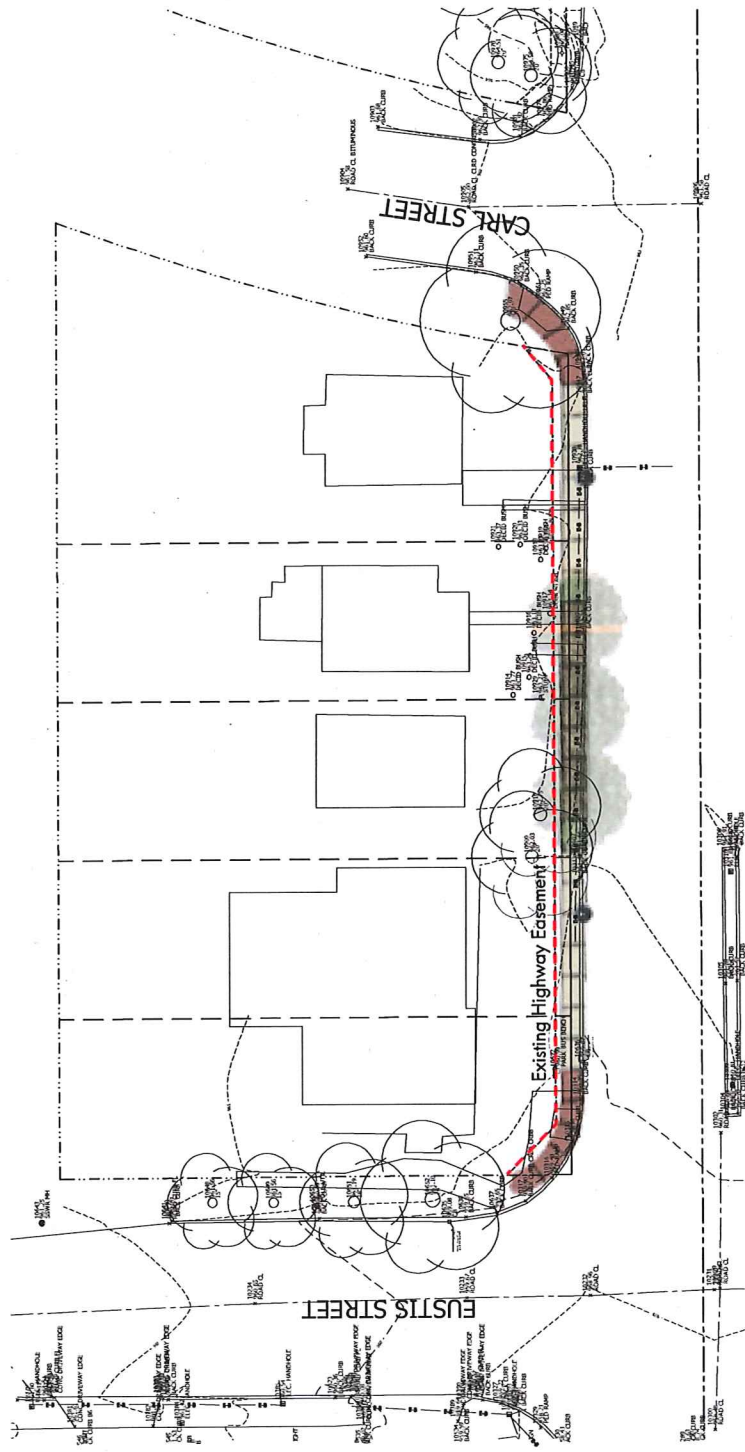
PROPOSED STREETSCAPE TREATMENT - WEST OF EUBITS ST.
Lauderdale, MN



LAUDERDALE STREETSCAPE TYPICAL SECTION - EUSTIS ST. TO PLEASANT ST. N.
Lauderdale, MN



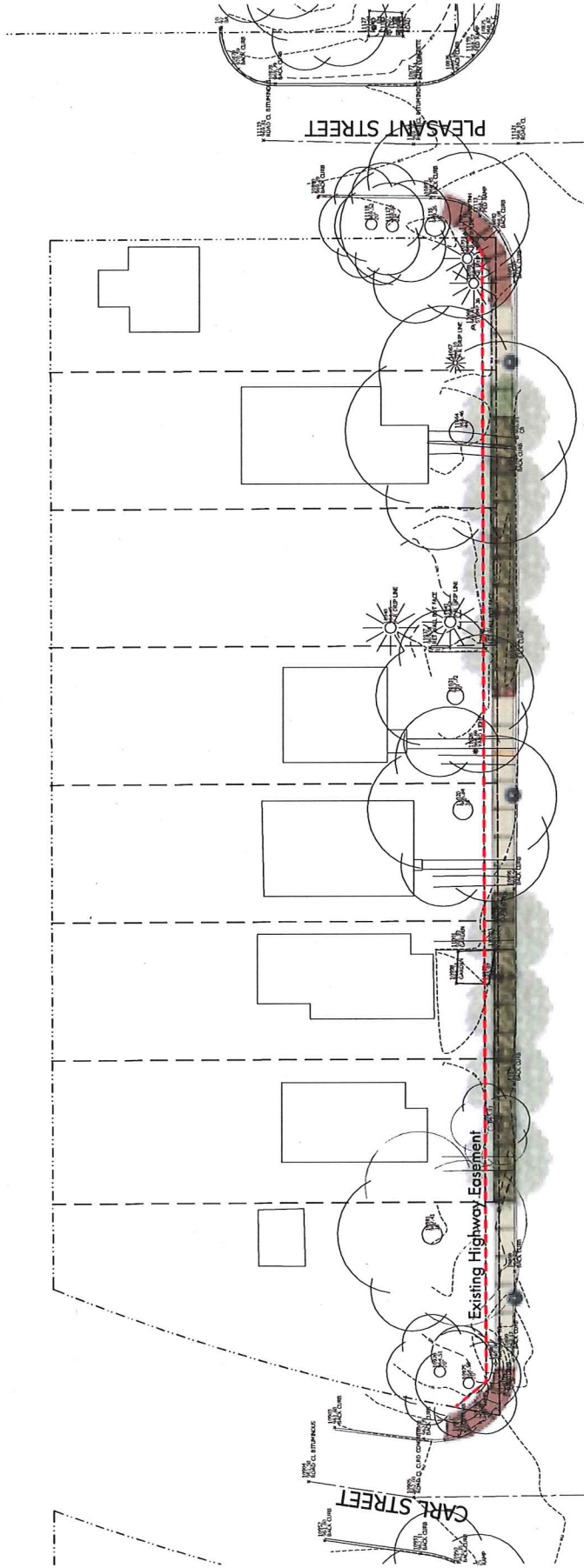




9.9.2013

PROPOSED STREETSCAPE TREATMENT - EUSTIS ST. TO CARL ST.
Lauderdale, MN

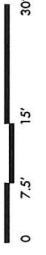
0 7.5 15 30



PROPOSED STREETScape TREATMENT - CARL ST. TO PLEASANT ST. N.
 Lauderdale, MN



9.9.2013



LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date September 24, 2013
ITEM NUMBER 2013 Auditor
STAFF INITIAL JB
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Andy Berg from Abdo, Eick, and Meyers submitted engagement letters for Council consideration. The first represents a one-year agreement. The total cost would be \$16,350 for the audit, the Management Advisory Letter, and the State Auditor reporting including the TIF report. This is the same price as this year.

Berg also provided a three year quote if the Council wanted to lock in rates over the next three years.

OPTIONS:

Approve a one or three year agreement with Abdo, Eick, and Meyers for auditing services.

STAFF RECOMMENDATION:

Recommend contracting with Abdo, Eick, and Meyers for three years. If the Council would like to consider other auditing firms, staff can plan for that in 2014 for the 2014 audit.

COUNCIL ACTION:

5201 Eden Avenue
Suite 250
Edina, MN 55436

Management, Honorable Mayor, and City Council
City of Lauderdale
Lauderdale, Minnesota

We appreciate the opportunity to work with you and the staff at the City of Lauderdale (the City) over the past years to conduct your annual financial audits. This has been a successful working relationship because we have spent a great deal of time understanding how your City operates, and you getting to know how we conduct our audits. As a result, we have been able to achieve a process that is mutually beneficial to both parties through good working relationships, resulting in efficiencies in the process.

We also understand that because of the very challenging economic conditions, cities are expected to do more with less. Our firm understands your specific challenges and situation. As a result, we did not increase the 2013 fee and limited our overall increase to under 2 percent. This will allow us to continue a relationship that through the past years has been shaped and polished to provide both parties with outstanding results.

Our fee for these services will be as follows:

<u>Service</u>	<u>2013</u>	<u>2014</u>	<u>2015</u>
Audit, OSA Reporting Form, General Consulting	\$16,350	\$16,600	\$16,900

1.5% ↑ 1.8% ↑

The above fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Other factors that may affect the above fees would be if a Single Audit were required.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2011 peer review letter accompanies this letter.



We appreciate the opportunity to be of continued service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us. If you have any questions, please contact me at 952-715-3003.

Very truly yours,

ABDO, EICK & MEYERS, LLP
Certified Public Accountants & Consultants

Andrew K Berg, CPA
Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Lauderdale.

Signature: _____

Date: _____

5201 Eden Avenue
Suite 250
Edina, MN 55436

Management, Honorable Mayor and City Council
City of Lauderdale
Lauderdale, Minnesota

To the appropriate representative of those charged with governance of the City of Lauderdale (the City):

You have requested that we audit the financial statement of the City, which comprise the statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2013

We are pleased to confirm our understanding of the services we are to provide the City of Lauderdale (the City) for the year ended December 31, 2013.

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, including the related notes to the financial statements, which collectively comprise the basic financial statements of the City as of and for the year ended December 31, 2013. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- 1) Management's Discussion and Analysis.
- 2) Schedule of Funding Progress for Other Post-employment Benefits (*if applicable*)

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- 1) Combining and Individual Fund Financial Statements and Schedules
- 2) Summary Financial Report - Revenues and Expenditures for General Operations - Governmental Funds



The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information.

1) Introductory Section

Audit Objective

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America and will include tests of the accounting records and other procedures we consider necessary to enable us to express such opinions. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. You agree to assume all management responsibilities for any nonattest services we provide; oversee the services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, regulators, or others. In addition, you are responsible for identifying and ensuring that the City complies with applicable laws and regulations.



You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Procedures - General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the City or to acts by management or employees acting on behalf of the City.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards. In addition, an audit is not designed to detect immaterial misstatements, or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, any fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

Audit Procedures - Internal Control

Our audit will include obtaining an understanding of the City and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards.



Audit Procedures - Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City’s compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Engagement Administration, Fees, and Other

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash or other confirmations we request and will locate any documents selected by us for testing.

We expect to begin our audit in February 2014 and to issue our reports no later than June 30, 2014. Andrew K. Berg, CPA is the engagement partner and is responsible for supervising the engagement and signing the report or authorizing another individual to sign it.

Our fee for these services will be as follows:

Audit	\$ 16,350
2013 TIF Reporting Forms	760
2013 Office of the State Auditor’s Reporting Form	<u>included</u>
Total	<u>\$ 17,110</u>

The fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will discuss it with you and arrive at a new fee before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Amounts not paid within 30 days from the invoice date will be subject to a late payment charge of 1 percent per month (12 percent per year). If for any reason the account is turned over for collections, additional fees will be added to cover collections cost. In accordance with our Firm policies, work may be suspended if your account becomes 90 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed your audit. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Except in the event of your failure to make a payment when due, in the event of a dispute related in any way to our services, our Firm and you agree to discuss the dispute and, if necessary, to promptly mediate in a good faith effort to resolve. We will agree on a mediator, but if we cannot, either of us may apply to a court having personal jurisdiction over the parties for appointment of a mediator. We will share the mediator’s fees and expenses equally, but otherwise will bear our own attorneys’ fees and mediation cost. Participation in such mediation shall be a condition to either of us initiating litigation. In order to allow time for the mediation, any applicable statute of limitations shall be tolled for a period not to exceed 120 days from the date either of us first requests in writing to mediate the dispute. The mediation shall be confidential in all respects, as allowed or required by law, except our final settlement positions at mediation shall be admissible in litigation solely to determine the prevailing party’s identify for purposes of the award of attorneys’ fees. In the event you fail to make a payment for services or to reimburse for costs advanced by the Firm on your behalf, the Firm reserves the right to take all legally permissible action, including commencement of litigation in lieu of mediation, and shall have the right to collect its costs, including reasonable attorney’s fees, incurred in any such collection or litigation activities.



We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Sincerely,

ABDO, EICK & MEYERS, LLP
Certified Public Accountants & Consultants

Andrew K. Berg, CPA
Governmental Services Partner

RESPONSE:

This letter correctly sets forth the understanding of the City of Lauderdale.

By: _____

Title: _____

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date September 24, 2013

ITEM NUMBER Sanitary Sewer Lining

STAFF INITIAL

AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As we discussed during the last meeting, there a couple of issues in the sewer lines that need to be addressed before the lining can be done. One section of sewer on Eustis Street (in the roadway) and one section on Fulham (in the Gerbig's backyard) will need to be excavated and a section of sewer replaced (a couple of feet). The entire length of pipe will then be lined. The city engineer recommended the City selected a contractor staff had previous experience with and felt would do a good job if the price seemed reasonable. That contractor declined to bid the project. We are looking into other contractors that might be willing and able to do the work. In order to get the project finished before the weather goes south, I am asking the Council to authorize staff, in consultation with the city engineer, to select a contractor at a "not to exceed price."

Additionally, staff drafted Right-of-Entry agreements with the two affected homeowners. They are attached for your review and approval. The Gerbig's agreement includes a Memorandum of Understanding explaining how the work would be completed. As of this memo, I have not heard back from them. Pat White signed hers.

OPTIONS:

STAFF RECOMMENDATION:

Motion to approve the sewer repair work required on Eustis Street and the Lake/Fulham Street easement area at a price not to exceed \$15,000 and approve the right-of-entry agreements with the owners of 1745 and 1753 Fulham Street.

COUNCIL ACTION:

**RIGHT OF ENTRY AGREEMENT
FOR SEWER SERVICE LINING PROJECT**

This Right of Entry Agreement (the "Agreement") is made on this ____ day of _____, 2013 by and between the City of Lauderdale, a Minnesota municipal corporation (the "City"), and Patsy L. White (the "Owner").

I. RECITALS

1.01. The Owner is the fee simple owner of real estate located in Lauderdale and which is described on Exhibit A attached hereto (the "Property").

1.02. The City wishes to enter the Property to line and/or repair a municipal sanitary sewer line located on the Property.

1.03. It is understood that in executing this Agreement, the Owner will not be granting any permanent interest in the Property to the City nor exclusive use or possession of the Property to the City.

II. AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

2.01. Right of Entry. Effective upon the date hereof, the Owner hereby grants to the City, its agents, employees, contractors and invitees, the right to enter upon the Property for the purpose of making inspections, investigations, and lining of the sanitary sewer on the Property.

2.02. Consideration. In consideration for such right of entry, the City agrees to:

(a) Notify the Owner of the date and time when work on the Property will commence under this Agreement at least two business days prior to doing any work on the Property;

(b) Dispose of all construction debris generated during the course of repair of the sanitary sewer and other related work on the Property in accordance with applicable state and local laws, rules and regulations;

(c) Complete installation of the sanitary sewer lining and/or repair and other activities permitted under this Agreement, by November 1, 2013 unless such period is extended in writing by the City and the Owner;

(d) Do no unnecessary damage to the Property and restore the Property to substantially the same condition as the condition in which it was found by the City at the time of entry upon the Property pursuant to this Agreement;

(e) Hold the Owner harmless from and indemnify it for any and all claims, damages, judgments or obligations, including the cost of defense of suit, arising out of damage to property or arising out of injury to anyone incurred or alleged to have been incurred in connection with or as a result of any work done pursuant to this Agreement;

(f) Neither the City, nor its employees, contractors nor invitees shall cause, suffer or permit their activities on the Property to interfere with the current use of the Property and the activities of the Owner which are currently being conducted on the Property, except such interference as is necessary and related to repair of the sanitary sewer.

2.03. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

2.04. Notices and Demands. All notices, demands or other communications under this Agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally or mailed by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows:

- (1) If to City: City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
Attn: Heather Butkowski

- (2) If to Owner: Patsy L. White
1745 Fulham Street
Lauderdale, MN 55113

or to such other persons as the parties may from time to time designate in writing and forward to the other persons entitled to receive notice as provided in this section.

2.05. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality as were followed in the execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and on their behalves on or as of the above date.

CITY OF LAUDERDALE

By: _____
Its Mayor

By: _____
Its City Clerk/Administrator

OWNER OF 1745 FULHAM STREET

Patsy L. White

EXHIBIT A

LEGAL DESCRIPTION FOR RIGHT OF ENTRY AGREEMENT

PLAN OF PROSPECT HILL

EX W 163 5/10 FT THE S 180 FT OF PART E OF RLS 191 OF LOT 2

**RIGHT OF ENTRY AGREEMENT
FOR SEWER SERVICE LINE REPAIR**

This Right of Entry Agreement (the "Agreement") is made on this ____ day of _____, 2013 by and between the City of Lauderdale, a Minnesota municipal corporation (the "City"), and Karen Gill-Gerbig and Bruce Gerbig (the "Owners of 1753 Fulham Street").

I. RECITALS

1.01. The Owners are the fee simple owners of Lot 4, Block 1 of Healy Prospect Hill, located in Lauderdale, and which is hereafter call the "Property".

1.02. The City wishes to enter the Property to repair a municipal sanitary sewer line located in the sewer easement area on the Property.

1.03. It is understood that in executing this Agreement, the Owners will not be granting any permanent interest in the Property to the City nor exclusive use or possession of the Property to the City.

II. AGREEMENT

NOW, THEREFORE, in consideration of the premises and their mutual promises, the parties hereto hereby agree as follows:

2.01. Right of Entry. Effective upon the date hereof, the Owners hereby grant to the City, its agents, employees, contractors and invitees, the right to enter upon the Property for the purpose of making inspections, investigations, and repair of the sanitary sewer on the Property.

2.02. Consideration. In consideration for such right of entry, the City agrees to:

(a) Dispose of all construction debris generated during the course of repair of the sanitary sewer and other related work on the Property in accordance with applicable state and local laws, rules and regulations;

(b) Complete installation of the sanitary sewer repair and other activities permitted under this Agreement, by December 1, 2013 unless such period is extended in writing by the City and the Owners;

(c) Do no unnecessary damage to the Property and restore the Property to substantially the same condition as it was found by the City at the time of entry upon the Property pursuant to this Agreement and the Memorandum Agreement hereby attached to this document;

(d) Hold the Owners harmless from and indemnify it for any and all claims, damages, judgments or obligations, including the cost of defense of suit, arising out of

damage to property or arising out of injury to anyone incurred or alleged to have been incurred in connection with or as a result of any work done pursuant to this Agreement;

(e) Neither the City, nor its employees, contractors nor invitees shall cause, suffer or permit their activities on the Property to interfere with the current use of the Property and the activities of the Owner which are currently being conducted on the Property, except such interference as is necessary and related to repair of the sanitary sewer.

2.03. Governing Law. This Agreement shall be interpreted in accordance with and governed by the laws of Minnesota.

2.04. Notices and Demands. All notices, demands or other communications under this Agreement shall be effective only if made in writing and shall be sufficiently given and deemed given when delivered personally or mailed by United States certified mail, return receipt requested, postage prepaid, properly addressed as follows:

- | | | |
|-----|---------------|---|
| (1) | If to City: | City of Lauderdale
1891 Walnut Street
Lauderdale, MN 55113
Attn: Heather Butkowski |
| (2) | If to Owners: | Karen Gill-Gerbig and Bruce Gerbig
1753 Fulham Street
Lauderdale, MN 55113 |

or to such other persons as the parties may from time to time designate in writing and forward to the other persons entitled to receive notice as provided in this section.

2.05. Amendment. This Agreement may be amended by the parties hereto only by written instrument executed with the same procedures and formality as were followed in the execution of this Agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed in their names and on their behalves on or as of the above date.

CITY OF LAUDERDALE

By: _____
Its Mayor

By: _____
Its City Clerk

OWNERS OF 1753 FULHAM STREET

Karen Gill-Gerbig

Bruce Gerbig

MEMORANDUM AGREEMENT

City of Lauderdale, MN

Project
2013 Sanitary Sewer Lining
Parcel ID
172923340006

On this _____ day of _____, 20____, Bruce Gerbig and Karen Gill-Gerbig, 1753 Fulham Street, Lauderdale, MN, hereinafter referred to as Landowner(s), did execute a right of entry, conveying the right to enter to the City of Lauderdale, MN for the use and benefit of the **City of Lauderdale, MN** hereinafter, referred to as the City, the above identified parcel(s) of property in Ramsey County.

This agreement is now made and entered as a memorandum of all of the terms, and the only terms agreed upon in connection with the above settlement.

1. The City and Landowner(s) agree to the following understanding of the work to be performed and access plan.
 - a. The work is necessary to repair a City sanitary sewer located within an easement in the back yard of 1753 Fulham Street.
 - b. The City will hire a licensed, insured, and qualified contractor to perform the work.
 - c. Access to the work area will be off Fulham Street and utilize portions of 1745 Fulham Street. Access on 1753 Fulham will utilize the gate on the south side of the house. Should the gate access not work, the adjacent chain link fence will be deconstructed and access will occur in the honeysuckle bush area. The honeysuckle will be trimmed to the ground and equipment tracks will avoid damaging the stump.
 - d. The yew tree near the excavation will be removed by the project, if necessary.
 - e. Concrete landscaping edging shall be removed and stored on site by the contractor prior to excavation activities, if necessary.
 - f. Topsoil from the excavation shall be separately stored for replacement within the planting area.
 - g. Should removal of the wood fence become necessary during excavation activities, care will be taken to remove the fence. The wood fence will be reinstalled in an equal or better condition.
 - h. The apple tree in the backyard will be protected to the extent possible. For example, excavation equipment will be located as to not impact the tree, spoilage piles will not be placed within the tree's drip line.
 - i. Backfill material shall be compacted.
 - j. The existing topsoil shall be reinstalled within the excavation limits.
 - k. Excess excavated material shall be removed from the site.
 - l. Should excavated material be stored on existing grass areas, it will be removed. If the existing grass areas are damaged, they will be leveled, dormant seeded and covered with straw blankets.
 - m. The chain link fence will be reinstalled to existing condition.
 - n. If equipment accessing the property results in surface rutting of more than one inch, the ruts will be filled and leveled with topsoil, dormant seeded, and blanketed.
 - o. The Landowners will be given a minimum of 48 hours' notice of the start of the work.

2. Costs associated with the work will not be special assessed to the property. The Landowner(s) will receive no compensation from the City for their agreement and signature of the Right of Entry.

Now, therefore, as a memorandum agreement of the parties, the undersigned do hereby execute and deliver this document. This agreement was reached without coercion, or promises other than those shown in the agreement, or threats of any kind whatsoever by, or to, either party. The right of way agent has no direct or indirect present or contemplated future personal interest in the parcels or in any benefit from the acquisition of such property.

Bruce Gerbig
Landowner (Type or Print)

Karen Gill-Gerbig
Landowner (Type or Print)

Signature Date

Signature Date

Heather Butkowski, City Administrator
City of Lauderdale (Type or Print)

Signature Date

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date September 24, 2013
ITEM NUMBER Animal Control Ordinance
STAFF INITIAL AB
APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I made revisions to the draft ordinance based on the August 13 council discussion. This included clarifying that the "two like kind" limit was intended for dogs and cats (and not other domestic animals). It also established a firm limit of 8 chickens by permit.

If the Council feels it is complete, I will prepare it for adoption at the next meeting. After adoption we will send notice of the new ordinance to those that currently have chickens.

OPTIONS:

STAFF RECOMMENDATION:

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

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 CONTROL¹

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

¹ 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. AnyAll 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. AnyAll 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 license 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 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 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 without a permit. A person may keep up to eight (8) hen chickens on a residentially zoned property. 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: Any person desiring a permit for 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. Permit Issuance: Permits will be issued by staff once they determine the applicant meets the criteria established in 5-3-6-3-A.

C. 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.

D. 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) must be located in the rear yard and must meet state building code requirements and zoning code requirements unless otherwise permitted by the City Council. 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.

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 hereinafter 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, mewling, 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 said the 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)

~~5-3-10~~12: 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 XXth day of October, 2013.

Jeffrey Dains, Mayor

ATTEST:

Heather Butkowski, City Administrator

Published in the Roseville Review this Xth day of October, 2013.