

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, JUNE 26, 2012
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 June 12, 2012, City Council Meeting
 - c. Claims Totaling \$23,794.55
 4. **CONSENT**
 - a. Contractor Safety Policy
 - b. May Finances
 5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
 - a. Recognition of Girl Scout Gold Award Recipient – Kallie Nelson
 6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Presentation by MWMO Staff
 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. Proclamation Policy
 - b. Reconsider Date of August 14 Council Meeting (Primary Election Day)
 - c. No Fault Sewer Backup Insurance Options
 - d. Liability and Workers Compensation Insurance Renewal
 - e. Community Use of City Property
 9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
 10. **ADDITIONAL ITEMS**
 11. **SET AGENDA FOR NEXT MEETING**
 - a. City Logo Design Discussion

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. Police Contract: 2014 and Beyond
- c. Resident Concerns: Storm Water Drainage at 1786 Walnut, Previous Alley Improvements at 1843 Malvern Street, and Siting of Playground Equipment

13. **ADJOURNMENT**

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

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June 12, 2012

Mayor Dains called the City Council meeting to order at 7:33 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. The Council offered no changes to the agenda. Mayor Dains added an item to the work session regarding city proclamations.

Councilor Gaasch moved to approve the agenda as amended. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Gaasch moved to approve the May 22, 2012, City Council meeting minutes. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Hawkinson moved approval of the claims totaling \$109,976.93. Councilor Gaasch seconded the motion and it passed unanimously.

The Council removed the PCIC Minutes and Music under the Trees from the consent agenda. Councilor Mac Lean moved the remaining consent agenda items approving 2012 business licenses and park use applications. Councilor Gaasch seconded the motion and it passed unanimously.

Cor Wilson, Executive Director of the North Suburban Cable Commission (NSCC), addressed the Council with information regarding CTV and the cable franchise renewal with Comcast. The NSCC had a technical audit of Comcast's equipment since Wilson's last appearance before the Council. The technical audit found 300 electrical code violations that Comcast must fix within 45 days. The Cable Commission continues to work towards an October 2013 cable franchise renewal.

Jerry Hromatka, President of Northwest Youth and Family Services (NYFS), addressed the Council. Hromatka said Lauderdale was one of NYFS's founding communities over 30 years ago. NYFS continues to provide services to residents of Lauderdale and served 13 households in 2010 and 17 households in 2011. Services are assured for residents in the communities which are part of the collaborative. The Council said they would reconsider the city's sponsorship of NYFS during the 2013 budget discussion.

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The Council took a break at 8:26 p.m. The meeting resumed at 8:37 p.m.

Discussion Items:

Butkowski stated the tables and chairs, which are available to residents at no charge, are beginning to wear out. She suggested a fee be charged in order to begin replacing damaged tables and chairs. The Council agreed there is a need for a fee for renting social room items along with a damage deposit. *Staff will research a fee amount which is reasonable and will provide funds to begin equipment replacement.*

Butkowski asked the Council to address policy questions for the rental housing ordinance update. First, the rental housing ordinance allows for three incidents at rental properties in a three month span before revocation of a license can begin. The Council discussed that this is too lenient and suggested changing the ordinance to three incidents within a license year to allow the City to respond in a more efficient manner to properties with problem tenants.

Butkowski added that Brandy Chase Condominiums board members discussed whether they should be included in the city's rental licensing program. Initially, some owners asked to be excluded. The Council agreed this is a good idea as it will bring consistency to rental properties throughout the City.

The August 14 council meeting corresponds with the 2012 Primary Election. The Council tentatively agreed to change the date to August 15 at 7:30 p.m. The date change of this meeting will be finalized at the June 26 meeting.

Items removed from the Consent Agenda:

Bownik presented on the two music events this summer at Community Park. They are scheduled for Monday June 25 and Monday July 23 at 7:30 p.m. Bownik stated the performers won't play copywrited music as the City has not paid for music performance licenses.

Bownik also stated that Hamline Auto Body sponsored the music again this year. Schwan's will also be present at the event selling their products as well as offering treats to the park goers. If Schwan's sells \$750.00 or more of their products at the park, 10% of the proceeds will be donated to the Community Events Fund.

Councilor Hawkinson moved to approve the Music Under the Trees agenda item. Councilor Mac Lean seconded the motion and it passed unanimously.

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The Council addressed the Park and Community Involvement Committee (PCIC) meeting minutes from June 4. Hawkinson was concerned about the number of committee members currently attending the meetings. Further discussion was in regard to the City pursuing ways to encourage residents to volunteer.

Bownik made an example of the City of Winsted. Winsted received a grant to send residents to a leadership academy. Some of those individuals identified community needs and initiated community building events without city staff or resources. Councilors liked this idea and suggested other ways to find volunteers.

Councilor Hawkinson moved to acknowledge the PCIC meeting minutes from June 4. Councilor Grove seconded the motion and it passed unanimously.

Agenda items for the June 24 council meeting include a discussion with Chief Ohl regarding future police contracts and a presentation by the Mississippi Watershed Management Organization.

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

The Mayor asked if anyone present wished to address the Council.

Natalie Micheal of 1786 Walnut Street addressed the Council. She has owned her home for two years and said rain water is getting into her basement. She believes the alley drainage pattern is contributing to her water problems. She discussed adding a berm along the alley to divert water with her driveway contractor. Mayor Dains stated any work by the City on the alley could be considered a public improvement and homeowners in the area would be assessed for the work. The Council directed staff to contact the city engineer for guidance on options.

Butkowski explained that each spring growth into alleys becomes a problem. Public works staff have trimmed problem areas and residents have come to expect the City will do this work. Last year the City received a complaint by someone whose plants were trimmed. Butkowski brought it to the council's attention as the City is only legally allowed to trim growth which grows over city property (the paved portion of the alley). Mayor Dains suggested sending letters to the property owners with overgrown plants and give them two weeks to trim the growth. If the home owner didn't take care of the growth, city staff can trim the portion hanging over the alley.

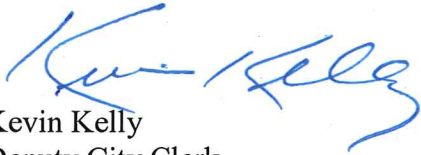
Mayor Dains said he was asked to prepare a proclamation for an event this weekend. Mayor Dains said the City hasn't issued proclamations in the past but wanted Council input. Gaasch suggested the City study other cities' policies and practices in this area.

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There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Gaasch seconded the motion and it carried. The meeting adjourned at 9:41 p.m.

Respectfully submitted,



Kevin Kelly
Deputy City Clerk

CITY OF LAUDERDALE

CLAIMS FOR APPROVAL

June 26, 2012 City Council Meeting

<u>Payroll</u>		
06/22/12 Payroll:	Direct Deposit # 501391-501400	\$8,280.93
06/22/12 Payroll:	Payroll Liabilities, e-payments #676E-679E	\$7,013.80
<u>Vendor Claims</u>		
06/26/12 Claims:	Check #'s 21266-21281	\$8,499.82
SUBTOTAL		\$23,794.55

Total Claims for Approval	\$23,794.55
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CITY OF LAUDERDALE

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*Claim Register©

62212pyroll

JUNE 2012

Claim Type	Direct					
Claim# 2720	NORTH STAR BANK, CHECKING S	Ck# 000676E	6/22/2012			
Cash Payment	G 101-21703 FICA WITHHOLDING.		06/22/2012	Payroll		\$1,757.59
	Invoice					
Cash Payment	G 101-21701 FEDERAL TAXES		06/22/2012	Payroll		\$1,130.06
	Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$2,887.65
Claim# 2721	ICMA RETIREMENT TRUST - 457	Ck# 000677E	6/22/2012			
Cash Payment	G 101-21705 ICMA RETIREMENT		06/22/2012	Payroll		\$1,474.18
	Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$1,474.18
Claim# 2722	PERA	Ck# 000678E	6/22/2012			
Cash Payment	G 101-21704 PERA		06/22/2012	Payroll		\$1,553.36
	Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$1,553.36
Claim# 2723	MN DEPARTMENT OF REVENUE	Ck# 000679E	6/22/2012			
Cash Payment	G 101-21702 STATE WITHHOLDING		06/22/2012	Payroll		\$1,098.61
	Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$1,098.61
	Claim Type	Direct			Tota	\$7,013.80

Pre-Written Check	\$7,013.80
Checks to be Generated by the Compute	\$0.00
Total	\$7,013.80

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*Claim Register©

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JUNE 2012

Claim Type	Direct					
Claim#	2724	XCEL ENERGY, STREET LIGHTING	Ck# 021281	6/26/2012		
Cash Payment	E 101-43000-380	STREET LIGHT UTILITY	5/12	Street Lights		\$501.82
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$501.82
Claim#	2725	XCEL ENERGY, PARK & GARAGE	Ck# 021280	6/26/2012		
Cash Payment	E 101-43000-383	GAS UTILITIES	6/12	PW and Warming House		\$28.98
		Invoice				
Cash Payment	E 101-45200-383	GAS UTILITIES	6/12	PW and Warming House		\$28.98
		Invoice				
Cash Payment	E 101-43000-381	ELECTRIC	6/12	PW and Warming House		\$11.06
		Invoice				
Cash Payment	E 101-45200-381	ELECTRIC	6/12	PW and Warming House		\$11.07
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$80.09
Claim#	2726	G & K SERVICES	Ck# 021270	6/26/2012		
Cash Payment	E 601-49000-425	CLOTHING	5/12/	PW Clothing		\$52.34
		Invoice				
Cash Payment	E 602-49100-425	CLOTHING	5/12/	PW Clothing		\$52.34
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$104.68
Claim#	2727	SPRINT PCS	Ck# 021277	6/26/2012		
Cash Payment	E 101-43000-391	TELEPHONE/PAGERS	5/12	PW Cell Phones		\$36.49
		Invoice				
Cash Payment	E 601-49000-391	TELEPHONE/PAGERS	5/12	PW Cell Phones		\$18.25
		Invoice				
Cash Payment	E 602-49100-391	TELEPHONE/PAGERS	5/12	PW Cell Phones		\$18.25
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$72.99
Claim#	2728	METRO GARAGE DOOR CO.	Ck# 021272	6/26/2012		
Cash Payment	E 101-43000-228	MISC REPAIRS MAINT S	PW	Garage Door Repair		\$936.87
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$936.87
Claim#	2729	PREMIUM WATERS, INC	Ck# 021274	6/26/2012		
Cash Payment	E 101-41200-208	WATER DELIVERY	5/12	Water Delivery		\$60.47
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$60.47
Claim#	2730	RAPIT PRINTING	Ck# 021276	6/26/2012		
Cash Payment	G 101-21710	SALES & USE TAX	2	boxes of City Envelopes		\$5.60
		Invoice				
Cash Payment	E 101-41200-201	GENERAL SUPPLIES	2	boxes of City Envelopes		\$78.50
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$84.10
Claim#	2731	APMP OF MN	Ck# 021267	6/26/2012		
Cash Payment	E 101-41200-438	DUES & SUBSCRIPTION	2012	Membership - JB		\$30.00
		Invoice				
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100	Total	\$30.00

CITY OF LAUDERDALE

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*Claim Register©

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JUNE 2012

Claim#	2732	ON SITE SANITATION	Ck#	021273	6/26/2012		
Cash Payment	E 101-45200-427	PORTA POTTY RENTAL	2	Extra Portable Restrooms for Event		\$117.56	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$117.56
Claim#	2733	PUBLIC EMPLOYEES INS PROGRA	Ck#	021275	6/26/2012		
Cash Payment	G 101-21706	HEALTH INSURANCE	7/12	Health Benefits		\$2,357.02	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$2,357.02
Claim#	2734	CROIX OIL	Ck#	021268	6/26/2012		
Cash Payment	E 101-43000-212	MOTOR FUELS	5/12	Motor Fuels		\$427.12	
		Invoice					
Cash Payment	E 601-49000-212	MOTOR FUELS	5/12	Motor Fuels		\$91.52	
		Invoice					
Cash Payment	E 602-49100-212	MOTOR FUELS	5/12	Motor Fuels		\$91.52	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$610.16
Claim#	2735	INTEGRA	Ck#	021271	6/26/2012		
Cash Payment	E 101-41200-391	TELEPHONE/PAGERS	5/12	Fax Line		\$45.07	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$45.07
Claim#	2736	STANTEC	Ck#	021278	6/26/2012		
Cash Payment	E 601-49000-304	ENGINEERING		Sanitary Sewer Mapping		\$937.50	
		Invoice					
Cash Payment	E 101-48100-306	CONSULTING FEES		Muni Liquor Consulting		\$288.00	
		Invoice					
Cash Payment	E 602-49100-304	ENGINEERING		Review MS4 Annual Report		\$45.50	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$1,271.00
Claim#	2737	EUREKA RECYCLING	Ck#	021269	6/26/2012		
Cash Payment	E 203-50000-389	RECYCLING CONTRACT	6/12	Recycling Contract		\$2,059.00	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$2,059.00
Claim#	2738	SUBURBAN ACE HARDWARE	Ck#	021279	6/26/2012		
Cash Payment	E 101-43000-228	MISC REPAIRS MAINT S		Power Equipment Parts & Paint Supplies		\$59.81	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$59.81
Claim#	2739	AFSCME	Ck#	021266	6/26/2012		
Cash Payment	G 101-21709	UNION DUES	6/12	Union Dues		\$109.18	
		Invoice					
Transaction Date	6/22/2012	Due 0	NORTH STAR CHE	10100		Total	\$109.18
		Claim Type	Direct			Tota	\$8,499.82

CITY OF LAUDERDALE

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***Claim Register©**

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JUNE 2012

Pre-Written Check	\$8,499.82
Checks to be Generated by the Compute	<u>\$0.00</u>
Total	\$8,499.82

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER Contractor Safety Policy

STAFF INITIAL ABJ

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every year staff meet with folks from Berkeley Risk. They work with cities (on behalf of the League of Minnesota Cities Insurance Trust) to identify ways to minimize insurance risks. One of their recommendations is for the City to adopt a contractors' safety policy. Staff drafted one based on their template for Council consideration.

OPTIONS:

Amend or adopt the following policy.

STAFF RECOMMENDATION:

Motion to adopt the Contractor Safety Policy as presented.

COUNCIL ACTION:

CITY OF LAUDERDALE
Contractor Safety Policy

Section 1: Definitions

- A. Contract: A legally binding agreement between the City of Lauderdale and a contractor to provide goods or perform services.
- B. Contractor: A contractor is any person or entity hired to perform work on a contract basis. Contractors are not City of Lauderdale employees, are not directly supervised by City of Lauderdale employees, and are paid according to terms of a contract. Also referred to as an Independent Contractor.
- C. On-call Contractor: A contractor who is used on an on-going basis for the City of Lauderdale to perform work as needed.
- D. Sub-contractor: Any entity or person hired by the contractor to complete parts of the project.

Section 2: Program Requirements

- A. Contractor safety records
 - 1. The City of Lauderdale will make efforts to hire contractors with good safety records. Bid specifications for contract work exceeding \$100,000 will, when possible, include a requirement that the contractor have a workers' compensation modifier of 1.1 or lower. Alternatively, bid specifications will include language that weighs workers' compensation modifiers when determining who will be awarded the contract.
 - 2. Before a contractor may be awarded a contract, the contractor must provide the City of Lauderdale with proof of workers' compensation and liability insurance. The coverage must be adequate to provide proper protection to the City of Lauderdale.
- B. Insurance requirements
 - 1. When a new contract is awarded, the contractor must name the city on all relevant policies as an "Additional Insured".
 - 2. On-call contractors must provide updated coverage information annually as well as when their coverage changes and when their policies are renewed.
 - 3. Prior to beginning work, the contractor must provide the City of Lauderdale with the appropriate certificates of insurance.
- C. Indemnification
 - 1. The contractor should agree to defend and indemnify the City of Lauderdale for any claim against the City of Lauderdale or City of Lauderdale employees, officers or agents arising from the contractor's acts or omissions.
- D. Unsafe acts
 - 1. If a City of Lauderdale employee witnesses a contractor or sub-contractor performing an unsafe act, the employee should report the act to the Public Works Coordinator immediately. If action is necessary after evaluating the report, the Public Works Coordinator or his designee shall stop the act, or communicate with

the contractor or sub-contractor to stop the act.

2. If a citizen or other non-employee reports an unsafe act, the City of Lauderdale employee who receives the report should provide the report to the Public Works Coordinator. It is the responsibility of the Public Works Coordinator or his designee to investigate the report, and if necessary, stop the unsafe act in accordance with subsection (C)(1) above.
3. Employees who are working in conjunction with a contractor or sub-contractor may refuse any work that they perceive as dangerous to life or health.

E. Written safety programs and training

1. Bid specifications for projects over \$100,000 should include a requirement that the contractor provide any pertinent written safety programs to the City of Lauderdale prior to being awarded the contract. Pertinent written safety programs are any written safety programs that would normally be required by OSHA or other regulatory bodies to perform the work in question.
2. Bid specifications for projects exceeding \$100,000 will normally include a requirement that the contractor provide records of any pertinent safety training to the City of Lauderdale prior to being awarded the contract. Pertinent safety training is any training that would normally be required by OSHA or other regulatory bodies to perform the work in question. Examples of this training may be: permit-required confined space entry, employee right-to-know, etc.
3. Any City of Lauderdale employees who are affected by the contract work must be provided with, read, and understand the contractors and sub-contractors pertinent written safety programs.
4. The primary contractor on any project will determine which safety program(s) to follow for the contractor's employees and for sub-contractors.

F. Sub-contractors

1. Sub-contractors are bound by the same obligations as contractors for the purposes of this program. All sub-contractors must provide certificates of insurance, and name the City of Lauderdale as an "Additional Insured" on their policies.
2. Supervision of sub-contractors is the responsibility of the primary contractor who hired the sub-contractor.
3. The primary contractor is responsible for ensuring that sub-contractors, if any, perform their work in a safe and healthful manner.
4. Sub-contractors must provide a copy of any pertinent written safety programs and records of pertinent safety training to the City of Lauderdale and to the primary contractor prior to beginning any work.

G. Supervision

1. The City of Lauderdale will designate the Public Works Coordinator or his designee to act as a liaison to the contractor.
2. The designated representative of the City of Lauderdale has the authority to immediately halt any acts performed by the contractor and sub-contractors.
3. Contractors are responsible for supervision of their personnel and sub-contractors at all times.
4. All problems must be communicated promptly.

H. Large projects

1. Details of fire safety and site security for a large project should be determined prior

to awarding a contract, and should be written into the bid specifications and the contract. If these details change while the project is in progress, the contract should be amended.

2. If the City of Lauderdale provides employees for fire watch, security, etc., those employees are to be supervised by the Public Works Supervisor or his designee.
3. City of Lauderdale employees who participate with the contractor or any sub-contractor as fire watch, security, etc. should receive training on any non-routine work they are performing.

I. Use of equipment

1. Every effort should be made for contractors and sub-contractors to use their own equipment, and for City of Lauderdale employees to use City of Lauderdale equipment. If equipment is shared, there should be a written agreement between the parties on how to handle liability and property damage.
2. In an emergency, a contractor or sub-contractor may use City of Lauderdale equipment (e.g. using a City of Lauderdale fire extinguisher to put out a fire).

Approved by the Lauderdale City Council on June 26, 2012.

Signed: _____ Date: _____
Mayor

Signed: _____ Date: _____
City Administrator-Clerk

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date June 26, 2012

ITEM NUMBER May Finances

STAFF INITIAL *AB*

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Every month I provide the Council with an updated copy of the city's finances. Following are the numbers for May 2012.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the city's finances for May 2012.

COUNCIL ACTION:

GENERAL FUND REVENUE

	2009 Actual	2010 Actual	2011 Actual	2012 As of May 31	2012 Adopted
CITY LEVIED TAXES					
31010 Current Ad Valorem	425,397	411,088	430,496	(0)	496,993
31020 Delinquent Ad Valorem	3,534	1,841	10,700	(36)	-
31040 Fiscal Disparities	101,843	109,600	110,695	(0)	101,159
SUB TOTAL PROPERTY TAXES	530,775	522,528	551,891	(37)	598,152
STATE AIDE					
33401 Local Government Aide	557,218	516,153	516,153	-	516,153
33405 PERA Rate Increase Aide	1,198	1,198	1,198	-	1,198
33406 Market Value Home Credit	28,839	101	64	-	-
TOTAL STATE AIDE	587,255	517,452	517,415	-	517,351
LICENSES AND FEES					
32110 3.2 Alcohol License	150	150	150	-	150
32120 Cigarette License	200	600	400	-	400
32130 Garbage Hauler Licenses	1,170	1,275	1,125	1,350	1,000
32140 HVAC Licenses	890	1,453	1,250	350	600
32150 Tree Company License	140	700	300	300	300
32180 Rental License Fee	3,366	4,091	3,534	515	3,000
32240 Animal Licenses	290	390	380	90	250
34101 City Hall/Park Rental	3,945	4,955	7,080	3,205	4,000
43103 Administrative Fee	83	-	25	25	-
34105 Sale of Publications	-	-	-	-	-
34109 Copies	61	51	64	8	50
34114 Advertising sales	-	50	75	-	-
34115 Miscellaneous Revenue	-	-	-	-	-
TOTAL LICENSES AND FEES	10,295	13,715	14,383	5,843	9,750
REVENUE OTHER					
36100 Special Assessments	9,677	20,918	46,258	(0)	-
36101 Principal	-	-	-	-	-
36102 Penalties and Interest	2,182	1,485	5,066	36	-
36103 Tree Removal	-	-	-	-	-
36200 Miscellaneous Revenue	-	-	-	-	-
36211 Investment Interest	11,018	6,492	3,283	1,189	6,000
36230 Donations	-	3,000	1,500	-	-
36231 Dog Park Donations	50	10	25	-	-
36240 State Surcharge - Construction Permits	539	336	444	294	300
36250 Refunds and Reimbursements	3,511	1,140	-	-	-
36252 LMCIT Insurance Dividend	2,905	3,015	3,783	2,334	-
36255 Miscellaneous	-	-	23	17	-
39101 Sales Fixed Assets	1	-	-	-	-
TOTAL OTHER REVENUE	29,882	36,396	60,382	3,870	6,300
PUBLIC SAFETY	40,547	41,330	53,202	18,860	38,500
PLANNING & INSPECTIONS	20,487	13,674	13,894	9,706	8,200
TRANSFERS FROM OTHER FUNDS	-	-	-	-	-
TOTAL GENERAL FUND REVENUE	1,219,241	1,145,095	1,211,167	38,242	1,178,253

GENERAL FUND EXPENDITURES

GENERAL FUND REVENUE

	2009	2010	2011	2012	2012
	Actual	Actual	Actual	As of May 31	Adopted
Legislative	22,634	24,481	25,587	6,814	27,563
Administrative	168,728	144,697	142,528	65,187	163,030
Audit, Elections, and Legal Services	6,234	46,958	41,923	21,198	52,873
Public Safety					
Police	582,567	585,398	599,966	252,429	613,695
Fire	35,529	29,232	32,782	23,206	35,500
Prosecution	11,545	-	-	-	-
Public Works	92,877	86,632	91,649	30,726	101,724
Planning & Inspections	22,568	46,241	42,676	17,500	52,620
Parks and Recreation	71,716	63,978	63,487	24,078	65,248
Development	1,235	1,648	5,882	3,383	26,000
EXPENDITURES BEFORE TRANSFERS	1,015,633	1,029,264	1,046,480	444,521	1,138,253
Contingency	-	-	20,000	-	20,000
Transfers Out	31,000	112,594	-	-	20,000
TOTAL GENERAL FUND EXPENDITURES	1,046,633	1,141,858	1,066,480	444,521	1,178,253

<u>LEGISLATIVE (41100)</u>		2009 Actual	2010 Actual	2011 Actual	2012 <u>As of May 31</u>	2012 Adopted
EXPENDITURES						
Personnel						
103	Part-time employees	13,200	13,200	13,200	5,500	13,200
122	FICA	1,010	1,010	1,010	421	1,010
151	Workers Comp	59	118	98	-	103
	Subtotal Personnel	14,269	14,328	14,308	5,921	14,313
General Operations						
201	General Supplies	-	39	100	-	-
202	Permanent Supplies	-	-	-	-	-
203	Postage	84	-	-	-	-
305	Legal Fees	-	500	-	-	-
308	Training and Conferences	-	930	1,634	220	3,000
331	Travel	24	72	337	6	500
352	Public Notices	292	391	792	114	700
361	General Liability	5,228	5,331	5,556	-	6,000
438	Dues and Subscriptions	2,671	2,695	2,756	525	2,800
439	Special Events	-	-	-	-	-
440	Meeting Expenses	66	196	104	28	250
442	Miscellaneous Expenses	-	-	-	-	-
	Subtotal General Operations	8,365	10,153	11,279	893	13,250
Capital Equipment						
530	Furniture and Equipment	-	-	-	-	-
538	Computer software and Equipment	-	-	-	-	-
	Subtotal Capital Equipment	-	-	-	-	-
	TOTAL LEGISLATIVE EXPENSES	22,634	24,481	25,587	6,814	27,563

ADMINISTRATION & FINANCE (41200)		2009	2010	2011	2012	2012
		Actual	Actual	Actual	As of May 31	Adopted
EXPENDITURES						
Personnel						
101	Full-time employees	102,536	90,954	89,552	39,468	99,551
104	Temp. employees	-	-	-	-	-
121	PERA	6,836	6,470	6,405	2,861	7,217
122	FICA	8,004	7,297	7,074	3,122	7,616
131	Benefits (health, dental, etc)	9,272	10,116	10,624	5,009	12,150
142	Unemployment Benefits	-	55	110	-	-
151	Workers Compensation	559	965	712	-	796
	Subtotal Personnel	127,206	115,857	114,477	50,460	127,330
General Operations						
201	General Supplies	1,731	1,899	596	799	1,500
202	Permanent Supplies	-	-	-	14	-
203	Postage	1,817	2,626	2,120	1,110	3,500
208	Water cooler water	303	277	314	86	400
301	Auditing	12,904	-	-	-	-
305	Legal contract - Civil	3,567	-	-	-	-
306	Consulting fees (IT Support)	5,440	5,440	5,440	1,994	6,000
307	Computer Services (Banyon)	1,560	1,561	1,561	1,561	1,600
308	Training and conferences	1,004	772	1,315	1,091	2,000
309	Newspaper - Roseville Review	-	-	-	-	-
327	Other Services	-	-	108	114	400
331	Travel Expenses	929	765	711	197	1,000
352	Public information and notices	726	662	689	-	1,000
353	Newsletter Printing	2,469	2,438	2,508	1,258	3,000
354	Phonebook Printing	-	-	-	-	-
355	Miscellaneous printing & process	285	1,000	270	125	500
361	General liability	4,652	4,955	5,113	-	5,500
391	Telephones/Fax (City Hall)	1,769	1,666	1,784	662	2,000
401	Copier	379	1,349	2,852	1,126	3,000
404	Computer Repair/Maintenance	-	-	-	-	-
409	Other equipment repair	-	-	-	-	-
438	Dues and Subscriptions	1,474	2,491	1,476	2,225	2,600
440	Meeting Expenses	85	159	53	-	200
442	Miscellaneous expenses	78	779	141	158	500
	Subtotal General Operations	41,172	28,840	27,051	12,520	34,700
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	351	-	1,000	2,207	1,000
	Subtotal Capital	351	-	1,000	2,207	1,000
	TOTAL EXPENSES	168,728	144,697	142,528	65,187	163,030

AUDITING, ELECTIONS, AND LEGAL SERVICES (41500)		2009	2010	2011	2012	2012
		Actual	Actual	Actual	As of May 31	Adopted
EXPENDITURES						
Personnel						
101	Full-time employees	3,724	12,440	10,967	2,915	9,899
104	Temp. employees	968	2,242	-	-	2,500
121	PERA	239	869	760	211	535
122	FICA	296	974	847	223	565
131	Benefits (health, dental, etc)	198	1,486	1,370	371	900
151	Workers Compensation	35	105	57	-	74
	Subtotal Personnel	5,461	18,116	14,001	3,720	14,473
General Operations						
201	General Supplies	-	512	-	-	300
300	Legal Services - Prosecution	-	10,032	10,200	3,408	12,000
301	Auditing	-	12,880	13,576	12,680	14,000
305	Legal Services - Civil	-	4,581	3,404	1,337	10,000
327	Other Services	586	432	426	-	700
331	Travel Expenses	-	-	-	-	-
352	Public information & Notices	96	-	-	-	500
355	Miscellaneous Fees	-	406	316	53	700
409	Other equipment and repair	-	-	-	-	-
440	Meeting expenses	91	-	-	-	200
442	Miscellaneous expenses	-	-	-	-	-
	Subtotal General Operations	774	28,842	27,922	17,478	38,400
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	6,234	46,958	41,923	21,198	52,873

PUBLIC SAFETY (42100)		2009	2010	2011	2012	2012
		Actual	Actual	Actual	As of May 31	Adopted
REVENUE						
34202	False Fire Alarm	424	-	223	223	500
34203	Fire Inspection Fee	-	-	1,000	-	1,000
34205	Fire Call Reimbursement	1,252	-	-	-	-
35101	Court Fines (including traffic tickets)	38,872	41,330	51,979	18,637	37,000
	TOTAL REVENUE	40,547	41,330	53,202	18,860	38,500
EXPENDITURES						
General Operations						
305	Legal Fees - Prosecution	10,152	-	-	-	-
355	Miscellaneous fees - Printing	1,392	-	-	-	-
	Subtotal Prosecution	11,545	-	-	-	-
318	911 Dispatch	-	-	9,620	4,042	12,126
319	Police Contract	578,250	578,595	590,167	248,362	596,069
360	General Liability	-	-	-	-	5,000
391	Telephone/Pager	-	-	-	-	-
442	Miscellaneous Exp.	4,317	6,803	179	25	500
	Subtotal Police	582,567	585,398	599,966	252,429	613,695
320	Fire Contract	18,630	17,826	17,685	16,484	18,000
321	Fire Calls	16,475	11,186	14,874	6,481	16,000
322	False Fire Alarms	424	219	223	241	500
323	Fire Inspections	-	-	-	-	1,000
	Subtotal Fire	35,529	29,232	32,782	23,206	35,500
	TOTAL EXPENSES	629,641	614,630	632,748	275,635	649,195

<u>PUBLIC WORKS (43000)</u>		2009 Actual	2010 Actual	2011 Actual	2012 <u>As of May 31</u>	2012 Adopted
EXPENDITURES						
Personnel						
101	Full-time employees	44,294	31,244	31,449	12,299	28,066
102	Overtime/On-Call	2,191	3,030	2,451	1,355	3,000
121	PERA	3,004	2,573	2,453	990	2,252
122	FICA	3,516	2,920	2,720	1,098	2,377
131	Benefits (health, dental, etc)	4,702	4,162	4,505	1,830	4,500
151	Workers Compensation	2,097	3,549	2,487	-	1,429
	Subtotal Personnel	59,804	47,477	46,065	17,572	41,624
General Operations						
202	Permanent Supplies	-	305	676	625	500
212	Motor Fuels	1,587	2,500	3,463	780	3,000
213	Lubricants and other fluids	-	-	46	-	-
225	Landscaping Materials	15	-	21	55	-
226	Signs	-	-	-	-	-
227	Tools and Equipment	-	-	-	-	-
228	Miscellaneous Repairs & Supplies	1,008	457	2,469	364	2,000
304	Engineering Contract	-	337	-	-	1,000
308	Training and conferences	165	165	165	-	400
313	Snow and Ice Removal Contact	5,207	11,268	11,442	3,631	15,000
314	Street Sweeping Contract	5,062	5,026	4,762	1,064	6,000
317	Tree Service	3,214	3,642	3,441	-	10,000
324	Alley Repair	-	-	-	-	1,000
327	Other Services/ Floor Maintenance	356	328	1,364	1,079	1,500
328	Street Repair	-	-	-	-	-
380	Electricity - Street Lighting	6,168	5,896	6,745	2,309	6,400
381	Electricity	2,457	3,067	3,172	977	3,200
382	Water	69	63	68	16	100
383	Gas Utilities	3,075	2,674	2,720	1,086	3,500
384	Refuse Disposal	1,189	1,481	1,967	927	3,000
391	Telephone/Pagers	534	488	398	209	500
402	Truck repair and Maintenance	2,968	1,363	2,653	32	3,000
426	Machinery rental	-	-	-	-	-
442	Miscellaneous	-	96	12	-	-
	Subtotal General Operations	33,073	39,154	45,584	13,154	60,100
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
538	Land	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	92,877	86,632	91,649	30,726	101,724

		2009	2010	2011	2012	2012
<u>PLANNING & INSPECTIONS (43400)</u>		Actual	Actual	Actual	As of May 31	Adopted
REVENUE						
	Other					
32210	Building Permits	11,688	9,163	8,967	5,756	5,000
32211	Zoning Permit Applications	1,210	700	850	400	500
32225	Plan Review	4,692	1,488	1,559	2,449	1,000
32230	Plumbing Permits	1,236	1,248	768	496	700
32270	HVAC Permits	1,410	975	1,650	455	1,000
32280	Street Excavation	100	100	100	-	-
34110	Variance Fee	150	-	-	150	-
34112	Conditional Use Permit	-	-	-	-	-
34113	Zoning Amendment	-	-	-	-	-
	TOTAL REVENUE	20,487	13,674	13,894	9,706	8,200
EXPENDITURES						
Personnel						
101	Full-time employees	14,686	27,923	25,898	12,988	32,444
121	PERA	963	1,966	1,843	942	2,352
122	FICA	1,169	2,330	2,183	1,080	2,482
131	Benefits (health, dental, etc)	1,110	3,409	3,604	1,828	4,725
151	Workers Compensation	207	1,224	1,319	-	1,317
	Subtotal Personnel	18,136	36,852	34,847	16,838	43,320
General Operations						
201	General Supplies	-	-	-	-	-
202	Permanent Supplies	-	-	-	-	-
203	Postage	173	219	360	175	300
306	Consulting Fees	452	8,015	5,948	-	5,300
308	Training and conferences	450	450	500	175	500
312	Building Inspector	2,408	35	-	-	2,000
327	Other Services	-	-	-	-	-
331	Travel Expenses	-	-	-	-	-
355	Miscellaneous Printing	-	-	-	33	-
386	Gopher State One Call	531	422	486	190	600
442	Miscellaneous expenses	-	10	175	-	200
443	Surcharge Report	419	239	360	89	400
	Subtotal General Operations	4,432	9,389	7,829	662	9,300
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	22,568	46,241	42,676	17,500	52,620

<u>PARKS AND RECREATION (45200)</u>		2009	2010	2011	2012	2012
		Actual	Actual	Actual	As of May 31	Adopted
EXPENDITURES						
Personnel						
101	Full-time employees	51,253	41,317	41,006	15,604	38,932
104	Temp. employees	3,555	4,403	4,199	2,691	6,000
121	PERA	3,431	2,960	2,964	1,131	2,823
122	FICA	4,322	3,747	3,633	1,470	3,437
131	Benefits (health, dental, etc)	5,102	4,946	5,471	2,303	6,300
151	Workers Compensation	260	1,309	1,147	-	1,256
	Subtotal Personnel	67,923	58,682	58,420	23,199	58,748
General Operations						
201	General Supplies	127	45	263	28	300
202	Permanent Supplies	89	32	107	-	200
225	Landscaping Materials	-	-	-	-	100
228	Miscellaneous Repairs & Maintenance.	191	144	58	162	250
317	Tree Service	-	-	-	-	-
370	Park and Rec Expenses	700	700	700	-	700
371	Non-Resident Reimbursement	429	1,137	1,790	-	1,300
381	Electric	439	477	477	217	500
382	Water	172	173	241	16	200
383	Gas Utility	801	617	732	280	1,000
384	Refuse	-	-	-	-	-
391	Telephones and Pagers	-	20	21	-	50
403	Mower repair	-	1,275	-	-	1,000
412	Warming House Repair	-	33	-	-	100
427	Porta Potty Rental	767	630	363	176	500
442	Miscellaneous	78	13	315	-	300
	Subtotal General Operations	3,793	5,296	5,067	879	6,500
Capital Expenditures						
550	Other Improvements	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	71,716	63,978	63,487	24,078	65,248

<u>DEVELOPMENT (48100)</u>		2009 Actual	2010 Actual	2011 Actual	2012 <u>As of May 31</u>	2012 Adopted
REVENUE						
	Other	-	-	-	-	-
	TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
General Operations						
306	Consulting Fees	1,235	1,648	5,882	3,383	26,000
442	Miscellaneous expenses	-	-	-	-	-
	Subtotal General Operations	1,235	1,648	5,882	3,383	26,000
	TOTAL EXPENSES	1,235	1,648	5,882	3,383	26,000

<u>CONTINGENCY (45300)</u>		2009 Actual	2010 Actual	2011 Actual	2012 <u>As of May 31</u>	2012 Adopted
REVENUE						
	Other	-	-	-	-	-
	TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
General Operations						
444	CONTINGENCY FUNDS	-	-	20,000	-	20,000
710	OPERATING TRANSFERS	-	-	-	-	-
	Subtotal General Operations	-	-	20,000	-	20,000
	TOTAL EXPENSES	-	-	20,000	-	20,000

		2009	2010	2011	2012	2012
<u>TRANSFERS OUT (45400)</u>		Actual	Actual	Actual	<u>As of May 31</u>	Adopted
REVENUE						
	Other	-	-	-	-	-
	TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
732	Transfers to 302	31,000	-	-	-	-
733	Transfers to 303	-	-	-	-	-
734	Transfers to 304	-	-	-	-	-
741	Transfers to 401	-	56,297	67,991	-	-
742	Transfers to 402	-	-	-	-	20,000
743	Transfers to 403	-	-	-	-	-
744	Transfers to 404	-	56,297	67,991	-	-
745	Transfers to 405	-	-	-	-	-
	Total Transfers	31,000	112,594	135,982	-	20,000

2012 LAUDERDALE BUDGET

SUMMARY OF FUNDS 201 - 602

	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 As of May 31	2012 Adopted
Total Revenues						
201 Community Events Fund	3,642	4,874	4,830	3,719	1,098	2,850
202 Communications Fund	22,431	22,837	20,942	19,915	4,954	20,300
203 Recycling Fund	41,362	41,967	41,061	40,772	279	40,800
302 2000 Imp Debt Fund	48,013	20,524	-	-	-	-
303 2002 Imp Debt Fund	41,424	35,459	31,652	-	-	-
304 2003 Imp Debt Fund	64,834	59,143	50,924	43,723	2,533	43,907
401 Street Improvement Fund	14,760	10,331	5,421	3,053	1,547	4,500
402 General Capital Impr. Fund	4,320	2,184	1,143	544	170	1,000
403 Storm Water Impr. Fund	6,048	4,473	2,346	1,100	529	1,800
404 Park Improvement Fund	108,725	3,946	118,570	33,530	2,877	1,200
405 TIF Project Fund	162,370	165,052	180,089	171,158	926	163,000
407 Sewer Improvement Fund	11,277	81,628	5,660	2,653	1,275	4,000
601 Sewer Utility Fund	229,104	234,715	242,590	270,962	88,633	244,300
602 Storm Water Utility Fund	69,192	49,142	54,092	60,948	24,656	55,500
Revenue Before Transfers	827,502	736,274	759,320	652,077	129,477	583,157
Transfers		291,329	612,594	-	68,381	20,000
<i>Total Revenues</i>	827,502	1,027,604	1,371,914	652,077	197,858	603,157
Total Expenditures						
201 Community Events Fund	4,329	3,616	3,616	3,391	40	3,450
202 Communications Fund	15,374	29,277	29,277	21,605	14,152	30,715
203 Recycling Fund	23,391	32,079	32,079	26,133	11,433	34,431
302 2000 Impr. Debt Fund	122,080	455,481	455,481	-	-	-
303 2002 Impr. Debt Fund	150,256	145,798	145,798	526,950	-	-
304 2003 Impr. Debt Fund	118,608	116,350	116,350	116,429	107,384	113,130
401 Street Improvement Fund	69,213	12,189	12,189	-	-	-
402 General Capital Impr. Fund	90,000	-	-	29,714	-	35,000
403 Storm Water Impr. Fund	32,316	-	-	-	-	-
404 Park Improvement Fund	81,110	6,735	6,735	30,945	11,999	20,000
405 TIF Project Fund	738	747	747	1,095	98	1,000
407 Sewer Improvement Fund	-	-	-	-	-	-
601 Sewer Utility Fund	212,687	228,570	228,570	227,944	90,025	226,612
602 Storm Water Utility Fund	36,424	43,293	43,293	44,927	15,818	68,758
Expenditures Before Transfers	956,526	1,074,134	1,074,134	1,029,133	250,949	533,096
Tranfers		260,329	500,000	-	68,381	
<i>Total Expenditures</i>	956,526	1,334,463	1,574,134	1,029,133	319,330	533,096
<i>Surplus/(deficit)</i>	(129,025)	(306,860)	(202,220)	(377,056)	(121,472)	70,061

Community Events Fund 201

DEPT. 45600	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 As of May 31	2012 Adopted
BEGINNING BALANCE	3,486	2,800	4,058	5,638	5,638	5,966
REVENUES:						
34785 Fun Run / Walk	-	-	-	-	-	-
34786 Winter Event	609	396	33	31	-	-
34787 Garage Sale	-	50	-	-	75	50
34788 Day in the Park	1,683	1,904	3,219	2,046	400	1,500
34789 Music under the trees	-	448	434	469	400	400
34790 Other Events - March Dance	-	-	-	-	-	-
34791 Pop Sales	-	-	-	-	-	-
34792 T-Shirt Sales	150	330	97	147	96	100
34795 Halloween Donations	779	825	854	844	-	600
36211 Investment Interest	129	121	69	34	19	100
36230 Donations	-	30	-	-	-	-
36255 Misc.	293	769	124	148	108	100
Total Revenues	3,642	4,874	4,830	3,719	1,098	2,850
EXPENDITURES:						
201 General Supplies	-	5	-	-	17	-
202 Permanent Supplies	43	100	-	40	-	100
368 Fun Run / Walk	-	-	100	446	-	500
369 Music Under the Trees	535	200	600	400	-	400
370 Other Events - March Dance	-	-	-	-	-	-
373 T-Shirts	353	-	-	-	-	-
375 Winter Event	1,011	192	250	150	-	250
376 Garage Sale	34	-	-	-	-	-
377 Day in the Park	1,500	1,800	1,400	1,294	-	1,300
378 Night Out	103	119	150	119	-	150
379 Halloween Event	496	518	450	692	-	550
437 Sales Tax	-	-	-	-	-	-
430 Misc.	-	491	-	-	-	-
440 Meeting Expenses	254	191	300	250	23	200
Total Expenditures	4,329	3,616	3,250	3,391	40	3,450
Fund Balance Gain/Loss	(686)	1,258	1,580	328	1,058	(600)
39200 Transfers In	-	-	-	-	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	2,800	4,058	5,638	5,966	6,696	5,366

Communications Fund 202

DEPT. 49500		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		36,667	43,724	37,284	33,712	33,712	32,022
REVENUES:							
36253	Franchise Fees	21,278	21,632	20,576	19,747	4,887	20,000
36250	Refunds & Reimbursements		262	-	-	-	-
36211	Investment Interest	1,153	942	366	168	67	300
33600	Grants		-	-	-	-	-
Total Revenues		22,431	22,837	20,942	19,915	4,954	20,300
EXPENDITURES:							
101	Reg. Full Time Employees	6,230	6,307	10,678	10,333	6,378	16,046
121	PERA Contributions	473	426	752	741	462	1,163
122	FICA Contributions	593	510	869	843	526	1,228
131	Group Insurance	618	576	1,191	1,302	934	2,250
151	Workers Comp	-	27	86	124	-	128
Personnel costs		7,913	7,846	13,576	13,343	8,300	20,815
201	General Supplies	-	5	85	37	-	-
202	Permanent Supplies	-	-	-	-	-	-
307	Web Hosting	444	444	444	500	500	600
327	Other Service	1,993	3,501	2,837	2,837	716	3,000
329	Cable Franchise Fee	5,023	5,069	5,214	4,888	4,636	5,300
530	Furniture and Equipment	-	12,411	2,358	-	-	1,000
Operating Costs		7,460	21,430	10,938	8,262	5,852	9,900
Total Expenditures		15,374	29,277	24,514	21,605	14,152	30,715
Fund Balance Gain/Loss		7,057	(6,440)	(3,572)	(1,690)	(9,198)	(10,415)
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		43,724	37,284	33,712	32,022	24,514	21,607

Recycling Fund 203

DEPT. 50000		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		60,029	78,000	87,889	98,106	98,106	112,745
REVENUES:							
36100	Recycling Fee	34,698	35,215	35,113	35,414	-	35,000
36102	Penalties & Interest	71	62	35	94	-	-
33622	SCORE Grant	4,758	4,866	4,926	4,750	-	5,000
36211	Investment Interest	1,811	1,824	987	502	279	800
36255	Other	24	-	-	12	-	-
Total Revenues		41,362	41,967	41,061	40,772	279	40,800
EXPENDITURES:							
101	Reg. FT Employees	3,545	2,949	5,687	5,605	2,309	5,774
121	PERA Contributions	283	201	400	407	167	419
122	FICA Contributions	356	244	478	479	202	442
131	Group Insurance	362	256	625	750	375	900
151	Workers Comp	-	8	42	49	-	46
Personnel costs		4,546	3,658	7,232	7,290	3,053	7,581
202	Permanent Supplies	-	-	95	-	-	-
327	Other Service	339	339	332	332	-	350
389	Recycling Contract	18,506	28,082	23,185	18,511	8,380	26,500
Operating Costs		18,845	28,421	23,611	18,843	8,380	26,850
Total Expenditures		23,391	32,079	30,843	26,133	11,433	34,431
Fund Balance Gain/Loss		17,971	9,889	10,218	14,639	(11,154)	6,369
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		78,000	87,889	98,106	112,745	86,952	119,114

2003 Improvements Debt Service Fund 304

DEPT. 47400		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		478,218	424,444	367,236	404,217	404,217	331,511
REVENUES:							
36102	Penalties & interest	12,852	10,458	4,535	7,091	1	6,907
36211	Investment Interest	12,784	8,690	4,484	1,749	664	3,000
36100	Special Assessments	39,197	39,995	41,906	34,883	1,868	34,000
Total Revenues		64,834	59,143	50,924	43,723	2,533	43,907
EXPENDITURES:							
601	Bond Principal	95,000	95,000	95,000	100,000	100,000	100,000
611	Bond Interest	22,961	20,705	18,211	15,405	6,953	12,330
621	File Maintenance Charges	647	645	733	1,024	431	800
Total Expenditures		118,608	116,350	113,944	116,429	107,384	113,130
Fund Balance Gain/Loss		(53,775)	(57,207)	(63,019)	(72,706)	(104,851)	(69,223)
39200	Transfers In	-	-	100,000	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		424,444	367,236	404,217	331,511	299,366	262,288

Street Improvement Fund 401

DEPT. 48401		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		454,662	400,208	398,350	460,068	460,068	531,112
REVENUES:							
36211	Investment Interest	14,243	10,232	5,326	2,598	1,547	4,500
36200	Miscellaneous Revenue	517	99	95	78	-	-
36102	Penalties & Interest	-	-	-	-	-	-
36100	Special Assessments	-	-	-	377	-	-
Total Revenue		14,760	10,331	5,421	3,053	1,547	4,500
EXPENDITURES:							
328	Street Repair	49,712	4,320	-	-	-	-
	Street Reconstruction	-	-	-	-	-	-
	Streetscaping	-	-	-	-	-	-
304	Engineering	19,502	7,869	-	-	-	-
	Trees	-	-	-	-	-	-
Total Expenditures		69,213	12,189	-	-	-	-
Fund Balance Gain/Loss		(54,454)	(1,858)	5,421	3,053	1,547	4,500
39200	Transfers In	-	-	56,297	67,991	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		400,208	398,350	460,068	531,112	461,615	535,612

General Capital Improvement Fund 402

DEPT. 48000		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		168,981	83,301	85,485	86,628	86,628	57,458
REVENUES:							
36211	Investment Interest	4,320	2,184	1,143	544	170	1,000
	Depreciation	-	-	-	-	-	-
39999	Other	-	-	-	-	-	-
Total Revenue		4,320	2,184	1,143	544	170	1,000
EXPENDITURES:							
510	Land	-	-	-	-	-	-
520	Buildings	-	-	-	-	-	-
521	City Garage	-	-	-	-	-	-
523	Warming House	-	-	-	-	-	-
530	Furniture & Equipment	-	-	-	-	-	-
531	Office Equipment	-	-	-	-	-	-
532	Copier	-	-	-	-	-	-
535	HVAC	-	-	-	-	-	-
538	Computers	-	-	-	-	-	-
540	Machinery & Equipment	-	-	-	-	-	-
543	Tractor	-	-	-	29,714	-	-
550	Other Improvements	-	-	-	-	-	-
560	Vehicle	-	-	-	-	-	-
562	Truck	-	-	-	-	-	35,000
Total Expenditures		-	-	-	29,714	-	35,000
Fund Balance Gain/Loss		4,320	2,184	1,143	(29,170)	170	(34,000)
39200	Transfers In	-	-	-	-	-	20,000
710	Transfers Out	90,000	-	-	-	-	-
Ending Fund Balance		83,301	85,485	86,628	57,458	86,798	43,458

Storm Sewer Improvement Fund 403

DEPT. 48403	2008	2009	2010	2011	2012	2012
	Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE	197,249	170,981	175,454	177,800	177,800	178,900
REVENUES:						
37300 Storm Sewer Fee	-	-	-	-	-	-
36211 Investment Interest	6,048	4,473	2,346	1,100	529	1,800
39999 Other	-	-	-	-	-	-
Total Revenues	6,048	4,473	2,346	1,100	529	1,800
EXPENDITURES:						
101 Reg. FT Employees	-	-	-	-	-	-
102 On-Call Pay	-	-	-	-	-	-
121 PERA Contributions	-	-	-	-	-	-
122 FICA Contributions	-	-	-	-	-	-
131 Group Insurance	-	-	-	-	-	-
151 Workers Compensation	-	-	-	-	-	-
Personnel Costs	-	-	-	-	-	-
304 Engineering	11,816	-	-	-	-	-
327 Other Services	-	-	-	-	-	-
442 Misc	500	-	-	-	-	-
444 Contingency Funds	-	-	-	-	-	-
554 Storm System Repairs	-	-	-	-	-	-
Operating Costs	12,316	-	-	-	-	-
Total Expenditures	12,316	-	-	-	-	-
Fund Balance Gain/Loss	(6,268)	4,473	2,346	1,100	529	1,800
39200 Transfers In	-	-	-	-	-	-
710 Transfers Out	20,000	-	-	-	-	-
Ending Fund Balance	170,981	175,454	177,800	178,900	178,329	180,700

Park Improvement Fund 404

DEPT. 48404	2008	2009	2010	2011	2012	2012
	Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE	123,844	151,458	148,669	187,295	187,295	257,871
REVENUES:						
33130 Grants	-	-	60,000	22,995	-	-
36230 Donations	-	-	-	9,750	-	-
36255 Misc	-	-	-	-	2151	-
36211 Investment Interest	4,065	3,946	2,273	785	726	1,200
Total Revenues	4,065	3,946	62,273	33,530	2,877	1,200
EXPENDITURES:						
304 Engineering	17,718	382	-	-	-	-
510 Land	-	-	-	-	-	-
524 Picnic Shelter	-	-	-	-	816	-
525 Playground	-	-	79,945	21,495	10,696	-
526 Park Path	-	-	-	-	-	-
527 Gen. Park Improvements	63,392	6,353	-	9,450	487	20,000
528 Court Improvements	-	-	-	-	-	-
Total Expenditures	81,110	6,735	79,945	30,945	11,999	20,000
Fund Balance Gain/Loss	(77,046)	(2,789)	(17,672)	2,585	(9,122)	(18,800)
39200 Transfers In	104,660	-	56,297	67,991	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	151,458	148,669	187,295	257,871	178,173	239,071

TIF Project Fund 405

DEPT. 48500		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		468,208	629,840	533,815	211,694	211,694	313,376
REVENUES:							
36211	Investment Interest	17,471	15,800	5,074	805	926	2,000
31050	Tax increment	137,953	141,815	167,422	162,194	-	161,000
31051	Delinquent Tax increment	1,959	1,879	1,781	1,815	-	-
33406	TIF Mrkt Value Homestead Crdt	4,987	5,558	5,812	6,344	-	-
Total Revenues		162,370	165,052	180,089	171,158	926	163,000
EXPENDITURES:							
101	FT Employees	-	-	-	-	-	-
121	PERA Contribution	-	-	-	-	-	-
122	FICA Contribution	-	-	-	-	-	-
131	Group Insurance	-	-	-	-	-	-
133	Life Insurance	-	-	-	-	-	-
Total Personnel Costs		-	-	-	-	-	-
304	Engineering	-	-	-	-	-	-
305	Legal Fees	-	-	-	-	-	-
327	Other Services	738	747	2,210	1,095	98	1,000
325	Other Imp. (Larpenteur)	-	-	-	-	-	-
General Operating Costs		738	747	2,210	1,095	98	1,000
Total Expenditures		738	747	2,210	1,095	98	1,000
Fund Balance Gain/Loss		161,632	164,305	177,878	170,063	828	162,000
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	260,329	500,000	68,381	-	-
Ending Fund Balance		629,840	533,815	211,694	313,376	212,522	475,376

Sewer Improvement Fund 407

DEPT. 48407	2008	2009	2010	2011	2012	2012
	Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE	330,380	341,657	423,285	428,944	428,944	431,597
REVENUES:						
36211 Investment Interest	11,277	9,128	5,660	2,653	1,275	4,000
36100 Special Assessments	-	-	-	-	-	-
37240 Sewer Connections	-	72,500	-	-	-	-
Total Revenues	11,277	81,628	5,660	2,653	1,275	4,000
EXPENDITURES:						
304 Engineering	-	-	-	-	-	-
544 Other	-	-	-	-	-	-
Total Expenditures	-	-	-	-	-	-
Fund Balance Gain/Loss	11,277	81,628	5,660	2,653	1,275	4,000
39200 Transfers In	-	-	-	-	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	341,657	423,285	428,944	431,597	430,219	435,597

Sanitary Sewer Enterprise Fund 601

DEPT. 49000		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		201,790	218,207	224,352	233,066	233,066	276,084
REVENUES:							
37210	Sewer Charges	224,682	226,671	240,056	269,701	87,714	242,000
36211	Investment Interest	4,422	4,369	2,534	1,261	919	2,300
36250	Refunds/Reimbursements	-	-	-	-	-	-
37230	Penalties	-	-	-	-	-	-
36255	Miscellaneous	-	-	-	-	-	-
37240	Sewer Connections	-	3,675	-	-	-	-
39101	Sale of Assets	-	-	-	-	-	-
Total Revenues		229,104	234,715	242,590	270,962	88,633	244,300
EXPENDITURES:							
101	Reg. FT Employees	17,451	22,169	22,825	23,733	5,544	27,742
102	On-Call Pay	11,822	13,193	10,884	10,689	3,951	12,000
121	PERA Contributions	1,981	2,286	2,409	2,457	1,094	2,881
122	FICA Contributions	2,469	2,683	2,724	2,706	1,203	3,040
131	Group Insurance	2,536	3,577	3,946	4,281	1,983	4,185
151	Worker's Comp.	858	1,932	1,798	921	-	2,764
Personnel Costs		37,117	45,840	44,586	44,787	13,775	52,612
201	General Supplies	-	-	-	-	-	-
212	Motor Fuels	394	369	536	742	167	700
227	Tools & Equipment	289	-	-	285	-	300
228	Misc. Repairs/Maint/Supply	-	-	244	-	-	400
301	Auditing	1,350	1,613	1,610	1,697	1,585	1,700
304	Engineering	2,997	3,211	481	-	1,707	3,000
308	Training/Conferences	560	300	-	300	600	500
315	Sewer Jetting	1,444	-	1,050	-	-	1,500
316	Sewer Televising	11,018	-	2,083	1,470	-	1,500
327	Other Services	6,040	11,408	13,312	6,667	13,141	7,000
331	Travel Expenses	-	119	-	-	-	100
361	General Liability	1,520	1,539	1,666	1,736	-	1,800
382	Water	66	69	63	68	16	100
387	Met Council Sewer Charges	115,587	128,590	132,610	134,611	58,593	120,000
391	Telephones/Pagers	228	263	244	252	105	300
402	City Truck Repair/Maint.	-	333	160	270	-	100
425	Clothing	786	933	942	768	296	1,000
442	Misc.	-	23	-	-	40	-
444	Contingency Funds	-	-	-	-	-	-
501	Depreciation	33,291	33,959	34,291	34,291	-	34,000
540	Machinery & Equipment	-	-	-	-	-	-
554	System Repairs (I/I)	-	-	-	-	-	-
Operating Costs		175,570	182,730	189,290	183,157	76,250	174,000
Total Expenses		212,687	228,570	233,876	227,944	90,025	226,612
Fund Balance Gain/Loss		16,417	6,145	8,714	43,018	(1,392)	17,688
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		218,207	224,352	233,066	276,084	231,674	293,772

Storm Sewer Enterprise Fund 602

DEPT. 49100		2008	2009	2010	2011	2012	2012
		Actual	Actual	Actual	Actual	As of May 31	Adopted
BEGINNING BALANCE		(9,196)	23,572	29,421	34,434	34,434	50,455
REVENUES:							
37300	Storm Sewer Fee	48,763	48,351	53,621	60,725	24,486	55,000
36211	Investment Interest	429	791	471	223	170	500
39999	Other	-	-	-	-	-	-
Total Revenues		49,192	49,142	54,092	60,948	24,656	55,500
EXPENDITURES:							
101	Reg. FT Employees	16,112	19,898	23,459	24,139	6,762	31,835
102	On-Call Pay	3,792	2,768	4,186	4,111	1,646	5,000
121	PERA Contributions	1,318	1,431	1,941	1,981	1,045	2,671
122	FICA Contributions	1,644	1,693	2,203	2,192	1,145	2,818
131	Group Insurance	1,737	2,220	3,203	3,484	1,853	4,590
151	Workers Compensation	858	1,045	1,157	767	-	2,244
Personnel Costs		25,461	29,054	36,149	36,674	12,451	49,158
201	General Supplies	-	-	-	-	-	-
212	Motor Fuels	394	340	536	742	167	700
227	Tools & Equipment	51	-	-	50	-	-
228	Misc. Repairs/Maint/Supply	-	26	-	-	-	-
301	Auditing	1,350	1,613	1,610	1,697	1,585	1,700
304	Engineering	-	7,281	-	645	331	9,000
308	Training/Conferences	-	-	70	-	-	100
314	Street Sweeping	-	-	-	-	-	-
327	Other Services	5,759	1,454	6,127	1,177	345	2,500
352	Public Information Notice	-	80	84	41	38	100
361	General Liability	1,520	1,539	1,666	1,736	-	1,700
391	Telephones/Pagers	228	263	244	252	105	300
402	City Truck Repair/Maint.	-	333	160	270	-	500
425	Clothing	786	933	942	768	296	1,000
438	Dues & Subscriptions (Permits)	875	375	875	875	500	1,000
442	Misc. (Public Education)	-	-	617	-	-	1,000
444	Contingency Funds	-	-	-	-	-	-
501	Depreciation	-	-	-	-	-	-
540	Machinery & Equipment	-	-	-	-	-	-
554	Storm System Repairs	-	-	-	-	-	-
Operating Costs		10,963	14,238	12,930	8,253	3,367	19,600
Total Expenditures		36,424	43,293	49,080	44,927	15,818	68,758
Fund Balance Gain/Loss		12,768	5,849	5,013	16,021	8,838	(13,258)
39200	Transfers In	20,000	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		23,572	29,421	34,434	50,455	43,272	37,197

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER Girl Scout Gold Award

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Two years ago, Samantha and Danielle Nelson received their Girl Scout Gold Award. This year their sister Kallie did. She will be at the meeting to describe her project and what she learned from it.

Kevin prepared a certificate of recognition that the Council can give to her.

OPTIONS:

STAFF RECOMMENDATION:

Recognize Kallie for her accomplishment; hand out certificate.

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER Proclamation Policy

STAFF INITIAL AS

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last meeting, the Council discussed establishing a proclamation policy. I asked other city administrators/managers to share their policies with me. Burnsville recently adopted a detailed policy explaining when they would or would not issue a proclamation. For example, they will recognize Burnsville businesses over 50 years old but not take a stand on matters of political controversy or religious belief. Eagan on the other hand has a simple one-page policy that states their council won't adopt proclamations that aren't related to city services. The Eagan example seemed more in line with the Council's discussion. Following is an updated version of Eagan's policy.

OPTIONS:

Amend, adopt, or table the Proclamation Policy.

STAFF RECOMMENDATION:

Motion to adopt the Proclamation Policy as presented.

COUNCIL ACTION:

CITY OF LAUDERDALE
Proclamations Policy

I. PURPOSE AND NEED FOR THE POLICY

It is the view of the Lauderdale City Council that the City must be consistent in its practice of considering proclamations.

II. POLICY

It is the policy of the City of Lauderdale that the City Council will only consider proclamations or resolutions that pertain specifically to City of Lauderdale local government service delivery. Consideration of proclamations will take place at regularly scheduled City Council meetings and will be included on the City Council meeting agenda.

III. RESPONSIBILITY

The Mayor and City Administrator will review requests for proclamations to determine if there is a direct correlation to local government service delivery. If the resolution does pertain to City of Lauderdale local government service delivery, the City Administrator shall include the proclamation or resolution on a regular City Council agenda.

The final decision on whether to consider or approve a proclamation ultimately lies with the City Council.

IV. AUTHORITY

This Proclamation Policy was authorized by the City Council at the June 26, 2012 City Council meeting.

Signed: _____ Date: _____
Mayor

Signed: _____ Date: _____
City Administrator-Clerk

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER August 14 Council Meeting

STAFF INITIAL

AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council discussed rescheduling the August 14 council meeting at the last meeting. The tentative date set was August 15 at 7:30 p.m. Does that work for all of the council members?

OPTIONS:

STAFF RECOMMENDATION:

Motion to reschedule the August 14 city council meeting for _____.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER No Fault Insurance

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Starting in 2000, cities had the option of purchasing “no fault” sewer back up insurance through the League of Minnesota Cities Insurance Trust. I haven’t found any records that this was previously discussed by the city council. As the insurance policy is up for renewal in August, I thought it was an appropriate time to discuss. In brief, the City can purchase insurance to cover sewer back up claims in which the city was not negligent (subject to the city’s \$500 deductible and capped at \$250,000). The specifics are in the following packet. The cost is based on the deductible selected but approximately \$650/year for \$10,000 in coverage; \$770/year for \$25,000 in coverage; and \$960/year for \$40,000 in coverage. In essence, all sewer users pay a little each year for the benefit of some coverage in the event of a back up. The sewer back up insurance is secondary to homeowners’ policies.

OPTIONS:

Discuss whether this is something the Council would like to consider. If so, I will let LMCIT know to add it to the City’s policy renewal.

STAFF RECOMMENDATION:

COUNCIL ACTION:



RISK MANAGEMENT INFORMATION
**OPTIONAL “NO-FAULT”
SEWER BACKUP COVERAGE**

The League of Minnesota Cities Insurance Trust (LMCIT) offers property/casualty member cities “no-fault” sewer backup coverage. This optional coverage will reimburse a property owner for clean-up costs and damages resulting from a city sewer backup or from a city water main break, irrespective of whether the backup was caused by city negligence.

The “no-fault” sewer backup coverage option is intended to:

- Reduce health hazards by encouraging property owners to clean-up backups as quickly as possible.
- Reduce the frequency and severity of sewer backup lawsuits (i.e. property owners may be less inclined to sue if they receive conciliatory treatment at the time of the backup).
- Give cities a way to address the sticky political problems that can arise when a property owner learns the city and LMCIT won’t reimburse for sewer backup damages because the city wasn’t negligent and therefore not legally liable.

Many cities and their citizens may find this coverage option to be a helpful tool. However, it’s also important to realize it’s not a complete solution to sewer backup problems, and not every possible backup will be covered.

Which sewer backups are covered?

The “no-fault” coverage would reimburse the property owner for sewer backup damages or water main breaks, regardless of whether the city was legally liable, if the following conditions are met:

- The backup must have resulted from a condition in the city’s sewer system or lines. A backup caused by a clog or other problem in the property owner’s own line would not be covered.
- It’s not a situation that is specifically excluded in the coverage.
- The coverage limit has not been exceeded.

Which situations are excluded?

The “no-fault” coverage will not apply in several “catastrophic” type situations. Specifically, these are:

This material is provided as general information and is not a substitute for legal advice.
Consult your attorney for advice concerning specific situations.

- Any event, weather-related or otherwise, for which FEMA assistance is available;
- Any interruption in the electric power supply to the city's sewer system or to any city sewer lift station which continues for more than 72 hours; or
- Rainfall or precipitation that exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.

What costs would be covered?

The coverage would reimburse the property owner for the cost of cleaning up the backup, and for any damage to the property, up to the coverage limit. For purposes of the city's deductibles, claims under the no-fault coverage are treated as liability claims, so the same per-occurrence and/or annual deductibles will apply.

However, there are certain costs that would not be reimbursed under the no-fault coverage:

- Any costs which have been or are eligible to be covered under the property owner's own homeowner's or other property insurance; and
- Any costs that would be eligible to be reimbursed under an NFIP flood insurance policy, whether or not the property owner actually has NFIP coverage.

What is the coverage limit?

The basic limit is \$10,000 per building per year. The city also has options to purchase additional limits of \$25,000 or \$40,000 per building. For purposes of the limit, a structure or group of structures that is served by a single connection to the city's sewer system will be considered a single building.

Only true "no-fault" claims are counted toward the limit. Claims for damages caused by city negligence, for which the city would be legally liable in any case, are not charged against that limit.

What does it cost?

The premium charge is a percentage of the city's municipal liability premium:

- 8.5% for the \$10,000 limit;
- 10.0% for the \$25,000 limit; or
- 12.5% for the \$40,000 limit.

Because the LMCIT Board's intent is that this coverage be self-supporting, charges will be continually monitored and, if necessary, adjusted in the future.

Is every city automatically eligible?

No. To be eligible, the city must meet these underwriting criteria:

- The city must have a policy and practice of inspecting and cleaning its sewer lines on a reasonable schedule.
- If there are any existing problems in the city’s system which have caused backups in the past or are likely to cause backups, the city must have and be implementing a plan to address those problems.
- The city must have a system and the ability to respond promptly to backups or other sewer problems at any time of the day or week.
- The city must have in place an appropriate program to minimize stormwater inflow and infiltration.
- The city must have in place a system to maintain records of routine sewer cleaning and maintenance, and of any reported problems and responses.

When establishing these criteria, the goal of LMCIT was to focus on reasonableness rather than on creating specific standards. The intent isn’t to set an arbitrary requirement that sewers be inspected and cleaned every six months, every three years, every five years, etc. What makes sense in one city with some older and sometimes sagging clay lines probably wouldn’t make sense in a city with newer plastic lines, and vice versa. From the underwriting standpoint, the real concern is that the city has considered its own situation and developed policies, practices, and schedules that make sense for its own situation.

More Information

For assistance in developing sewer policies, practices, and schedules, please see the [Sewer Toolkit](#).

How would the “no-fault” coverage work if a sewer backup was caused by city negligence, and where the city was legally liable for the resulting damages?

If the situation isn’t one where the “no-fault” coverage applies, the city’s LMCIT liability coverage would respond just as it does now. That is, LMCIT would investigate and if necessary defend the claim on the city’s behalf, and would pay the resulting damages if in fact the city is legally liable for those damages.

The same would be true for damages that exceed the \$10,000 no-fault limit, or for a subrogation claim against the city by the homeowner’s insurance company. The city’s existing LMCIT liability would respond just as it does now.

What’s the legal basis for this coverage? Wouldn’t it be a gift of public funds to pay for damages the city isn’t legally liable for?

First, as noted earlier, one goal is to help reduce health hazards by encouraging prompt clean-ups. That’s clearly a public purpose and in the public interest.

Second, the law and facts surrounding most sewer backup claims are rarely so clear that the liability issue is entirely black and white. There’s virtually always a way that a claimant’s attorney can make some type of argument for city liability. Having this coverage in place should help eliminate the need to spend public funds on litigation costs in many of these cases.

Finally, part of the process for putting the coverage in place is for the city council to pass a formal resolution that makes this no-fault sewer backup protection part of the agreement between the city and the sewer customer. The idea is that by paying their sewer bill, the sewer user is purchasing not just sewer services but also the right to be reimbursed for certain specified sewer backup costs and damages. In other words, the basis for the no-fault payments to the property owner would be the contract between the city and the sewer user.

How do we put coverage in place?

Contact your LMCIT underwriter for an application. If the city qualifies for coverage, we'll send the city a formal quote, along with a model resolution. To put coverage in place, the city council must formally pass that resolution, and send a copy to LMCIT.

If the city decides to add this coverage, it will also be important to make sure citizens know about it. LMCIT can also provide models for a press release, newsletter article, utility bill insert, etc.

Your League Resource

Contact your LMCIT underwriter at 651-281-1200 or 800-925-1122 for more information about the "no-fault" sewer backup coverage.

What if we decide to discontinue the coverage sometime in the future?

Make sure your agent notifies your LMCIT underwriter. In addition, it's important to let your citizens know if and when the coverage is discontinued. The council should formally rescind the resolution that made the no-fault sewer backup protection part of the agreement between the city and the sewer customer.

Pete Tritz 07/11

COMPREHENSIVE MUNICIPAL COVERAGE

No-Fault Sewer Back-up and Water Main Break Coverage Endorsement (\$10,000 Limit)

Section I, Coverage A, Municipal Liability Coverage, is amended to include no-fault sewer back-up and water main break coverage as outlined below.

1. No-fault sewer back-up coverage

a. If all of the following four conditions are met, *LMCIT* will pay for claims presented by the *city* for *sewer back-up damage* to property of others which was not caused by *city* negligence:

- (1) The sewer back-up resulted from a condition in the *city's* sewer system;
- (2) The sewer back-up was not the result of an obstruction or other condition in sewer pipes or lines which are not part of the *city's* sewer system or which are not owned or maintained by the *city*; and
- (3) The sewer back-up was not caused by or related to a *catastrophic incident*.
- (4) The date of the *occurrence* giving rise to the claim for *damages* must be on or after the retroactive date shown on this endorsement.

b. However, *LMCIT* will not pay for any *damages* or expenses:

- (1) Which are or would be covered under a National Flood Insurance Program flood insurance policy, whether or not such insurance is in effect; or
- (2) For which the property owner has been reimbursed or is eligible to be reimbursed by any homeowners' or other property insurance.

2. No-fault water main break coverage.

LMCIT will pay for claims presented by the *city* for *water main break damage* to property of others which was not caused by *city* negligence. But *LMCIT* will not pay for any *damages* or expenses for which the property owner has been or is eligible to be reimbursed by any homeowners' or other property insurance.

3. Definitions

For purposes of this endorsement, the following definitions apply.

a. *Catastrophic incident* means any of the following:

- (1) Any weather-related or other event for which FEMA (Federal Emergency Management Administration) assistance is available;

- (2) Any interruption in the electric power supply to the *city's* sewer system or to any *city* sewer lift station which continues for more than 72 hours; or
 - (3) Rainfall of precipitation which exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.
- b. *Sewer back-up damage* means damage to property, including removal and clean-up costs, resulting from a sewer back-up.
 - c. *Water main break damage* means damage to property, including removal and clean-up costs, resulting from the rupture of a *city* water main, line, or pipe.

4. Limits

- a. *LMCIT* will not pay more than \$10,000 for *sewer back-up damage* to any building under this endorsement, regardless of the number of *occurrences* or the number of claimants. For purposes of this limit
 - (1) A structure or group of structures served by a single connection to the *city's* sewer system is considered a single building.
 - (2) If a single structure is served by more than one connection to the *city's* sewer system, the portion of the structure served by each respective connection is considered a separate building.
- b. *LMCIT* will not pay more than \$10,000 for *water main break damage* to any claimant, regardless of the number of *occurrences* or the number of properties affected.
- c. *LMCIT* will not pay more than \$250,000 for *water main break damage* resulting from any single occurrence. All *water main break damage* which occurs during any period of 72 consecutive hours is deemed to result from a single *occurrence*.

If the total *water main break damage* for all claimants in a single *occurrence* exceeds \$250,000, the reimbursement to each claimant will be calculated as follows:

- (1) A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual *damages* or \$10,000.
- (2) The sum of the preliminary reimbursement figures for all claimants will be calculated.
- (3) Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing \$250,000 by the sum of all claimants' preliminary reimbursement figures.

5. Deductibles

The amount *LMCIT* pays for *sewer back-up damages* or *water main break damage* under this endorsement is subject to the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible if any shown in the Common Coverage Declarations.

For purposes of the Municipal Liability Deductible, all claims for *sewer back-up damages* which are covered under this endorsement, which occur within a 72 hour period, and which result from or are related to the same condition or conditions in the *city's* sewer system are deemed to be a single *occurrence*; and *water main break damage* which is covered under this endorsement and which occurs during any period of 72 consecutive hours is deemed to be a single *occurrence*.

6. Retroactive Date

The retroactive date for this endorsement is _____.

All other terms and conditions remain unchanged.

COMPREHENSIVE MUNICIPAL COVERAGE

No-Fault Sewer Back-up and Water Main Break Coverage Endorsement (\$25,000 Limit)

Section I, Coverage A, Municipal Liability Coverage, is amended to include no-fault sewer back-up and water main break coverage as outlined below.

1. No-fault sewer back-up coverage

a. If all of the following four conditions are met, *LMCIT* will pay for claims presented by the *city* for *sewer back-up damage* to property of others which was not caused by *city* negligence:

- (1) The sewer back-up resulted from a condition in the *city's* sewer system;
- (2) The sewer back-up was not the result of an obstruction or other condition in sewer pipes or lines which are not part of the *city's* sewer system or which are not owned or maintained by the *city*; and
- (3) The sewer back-up was not caused by or related to a *catastrophic incident*.
- (4) The date of the *occurrence* giving rise to the claim for *damages* must be on or after the retroactive date shown on this endorsement.

b. However, *LMCIT* will not pay for any *damages* or expenses:

- (1) Which are or would be covered under a National Flood Insurance Program flood insurance policy, whether or not such insurance is in effect; or
- (2) For which the property owner has been reimbursed or is eligible to be reimbursed by any homeowners' or other property insurance.

2. No-fault water main break coverage.

LMCIT will pay for claims presented by the *city* for *water main break damage* to property of others which was not caused by *city* negligence. But *LMCIT* will not pay for any *damages* or expenses for which the property owner has been or is eligible to be reimbursed by any homeowners' or other property insurance.

3. Definitions

For purposes of this endorsement, the following definitions apply.

a. *Catastrophic incident* means any of the following:

- (1) Any weather-related or other event for which FEMA (Federal Emergency Management Administration) assistance is available;

- (2) Any interruption in the electric power supply to the *city's* sewer system or to any *city* sewer lift station which continues for more than 72 hours; or
 - (3) Rainfall of precipitation which exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.
- b. *Sewer back-up damage* means damage to property, including removal and clean-up costs, resulting from a sewer back-up.
 - c. *Water main break damage* means damage to property, including removal and clean-up costs, resulting from the rupture of a *city* water main, line, or pipe.

4. Limits

- a. *LMCIT* will not pay more than \$25,000. for *sewer back-up damage* to any building under this endorsement, regardless of the number of *occurrences* or the number of claimants. For purposes of this limit
 - (1) A structure or group of structures served by a single connection to the *city's* sewer system is considered a single building.
 - (2) If a single structure is served by more than one connection to the *city's* sewer system, the portion of the structure served by each respective connection is considered a separate building.
- b. *LMCIT* will not pay more than \$25,000 for *water main break damage* to any claimant, regardless of the number of *occurrences* or the number of properties affected.
- c. *LMCIT* will not pay more than \$250,000 for *water main break damage* resulting from any single occurrence. All *water main break damage* which occurs during any period of 72 consecutive hours is deemed to result from a single *occurrence*.

If the total *water main break damage* for all claimants in a single *occurrence* exceeds \$250,000, the reimbursement to each claimant will be calculated as follows:

- (1) A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual *damages* or \$25,000.
- (2) The sum of the preliminary reimbursement figures for all claimants will be calculated.
- (3) Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing \$250,000 by the sum of all claimants' preliminary reimbursement figures.

5. Deductibles

The amount *LMCIT* pays for *sewer back-up damages* or *water main break damage* under this endorsement is subject to the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible if any shown in the Common Coverage Declarations.

For purposes of the Municipal Liability Deductible, all claims for *sewer back-up damages* which are covered under this endorsement, which occur within a 72 hour period, and which result from or are related to the same condition or conditions in the *city's* sewer system are deemed to be a single *occurrence*; and *water main break damage* which is covered under this endorsement and which occurs during any period of 72 consecutive hours is deemed to be a single *occurrence*.

6. Retroactive Date

The retroactive date for this endorsement is _____.

All other terms and conditions remain unchanged.

COMPREHENSIVE MUNICIPAL COVERAGE

No-Fault Sewer Back-up and Water Main Break Coverage Endorsement (\$40,000 Limit)

Section I, Coverage A, Municipal Liability Coverage, is amended to include no-fault sewer back-up and water main break coverage as outlined below.

1. No-fault sewer back-up coverage

a. If all of the following four conditions are met, *LMCIT* will pay for claims presented by the *city* for *sewer back-up damage* to property of others which was not caused by *city* negligence:

- (1) The sewer back-up resulted from a condition in the *city's* sewer system;
- (2) The sewer back-up was not the result of an obstruction or other condition in sewer pipes or lines which are not part of the *city's* sewer system or which are not owned or maintained by the *city*; and
- (3) The sewer back-up was not caused by or related to a *catastrophic incident*.
- (4) The date of the *occurrence* giving rise to the claim for *damages* must be on or after the retroactive date shown on this endorsement.

b. However, *LMCIT* will not pay for any *damages* or expenses:

- (1) Which are or would be covered under a National Flood Insurance Program flood insurance policy, whether or not such insurance is in effect; or
- (2) For which the property owner has been reimbursed or is eligible to be reimbursed by any homeowners' or other property insurance.

2. No-fault water main break coverage.

LMCIT will pay for claims presented by the *city* for *water main break damage* to property of others which was not caused by *city* negligence. But *LMCIT* will not pay for any *damages* or expenses for which the property owner has been or is eligible to be reimbursed by any homeowners' or other property insurance.

3. Definitions

For purposes of this endorsement, the following definitions apply.

a. *Catastrophic incident* means any of the following:

- (1) Any weather-related or other event for which FEMA (Federal Emergency Management Administration) assistance is available;

- (2) Any interruption in the electric power supply to the *city's* sewer system or to any *city* sewer lift station which continues for more than 72 hours; or
 - (3) Rainfall of precipitation which exceeds the amount determined by the National Weather Service to constitute a 100-year storm event.
- b. *Sewer back-up damage* means damage to property, including removal and clean-up costs, resulting from a sewer back-up.
 - c. *Water main break damage* means damage to property, including removal and clean-up costs, resulting from the rupture of a *city* water main, line, or pipe.

4. Limits

- a. *LMCIT* will not pay more than \$40,000. for *sewer back-up damage* to any building under this endorsement, regardless of the number of *occurrences* or the number of claimants. For purposes of this limit
 - (1) A structure or group of structures served by a single connection to the *city's* sewer system is considered a single building.
 - (2) If a single structure is served by more than one connection to the *city's* sewer system, the portion of the structure served by each respective connection is considered a separate building.
- b. *LMCIT* will not pay more than \$40,000 for *water main break damage* to any claimant, regardless of the number of *occurrences* or the number of properties affected.
- c. *LMCIT* will not pay more than \$250,000 for *water main break damage* resulting from any single occurrence. All *water main break damage* which occurs during any period of 72 consecutive hours is deemed to result from a single *occurrence*.

If the total *water main break damage* for all claimants in a single *occurrence* exceeds \$250,000, the reimbursement to each claimant will be calculated as follows:

- (1) A preliminary reimbursement figure is established for each claimant, equal to the lesser of the claimant's actual *damages* or \$40,000.
- (2) The sum of the preliminary reimbursement figures for all claimants will be calculated.
- (3) Each claimant will be paid a percentage of his or her preliminary reimbursement figure, equal to the percentage calculated by dividing \$250,000 by the sum of all claimants' preliminary reimbursement figures.

5. Deductibles

The amount *LMCIT* pays for *sewer back-up damages* or *water main break damage* under this endorsement is subject to the Municipal Liability Deductible shown in the Municipal Liability Declarations or the General Annual Aggregate Deductible if any shown in the Common Coverage Declarations.

For purposes of the Municipal Liability Deductible, all claims for *sewer back-up damages* which are covered under this endorsement, which occur within a 72 hour period, and which result from or are related to the same condition or conditions in the *city's* sewer system are deemed to be a single *occurrence*; and *water main break damage* which is covered under this endorsement and which occurs during any period of 72 consecutive hours is deemed to be a single *occurrence*.

6. Retroactive Date

The retroactive date for this endorsement is _____.

All other terms and conditions remain unchanged.

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER Insurance Renewal

STAFF INITIAL _____



APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The City's insurance policy runs from August to August. Annually, the city council must determine whether or not to waive the municipal tort liability limits established by statute. The city has not waived them in the past as it opens the city to greater financial liability and would require the purchase of additional insurance. I attached a League memo that offers more guidance.

Also attached is the quote for workers compensation insurance for the upcoming year. For many years, the City has selected a \$2,500 deductible. The second page has the Deductible Premium Options available to the City.

Unless the Council would like to make any changes, I suggest the following motion.

OPTIONS:

STAFF RECOMMENDATION:

1. A motion not to waive the monetary limits on municipal tort liability established by MS 466.04 and purchase workers' compensation insurance from the League of MN Cities Insurance Trust per the attached quote based on a _____ deductible.

COUNCIL ACTION:

SECTION I: LIABILITY COVERAGE WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

Lauderdale accepts liability coverage limits of \$ 1,500,000 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The city **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes 466.04.
- The city **WAIVES** the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council meeting 6-26-12

Signature Heather Butkush

Position City Administrator

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
 145 University Avenue West St. Paul, MN 55103-2044 Phone (651)215-4173

Notice of Premium Options for Standard Premiums up to \$25,000

LAUDERDALE, CITY OF
 1891 WALNUT STREET
 LAUDERDALE MN 55113-5137

Agreement No.: 0200047427
 Agreement Period: From: 8/01/2012
 To: 8/01/2013

Enclosed is a quotation for workers' compensation deposit premium.

PAYROLL DESCRIPTION	CODE	RATE	ESTIMATED PAYROLL	DEPOSIT PREMIUM
SEE ATTACHED SCHEDULE FOR DETAILS				

Manual Premium	9565.
Experience Modification .92	
Standard Premium	8800.
Deductible Credit 0%	.
Premium Discount	361.
Net Deposit Premium	8439.

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

1. Regular Premium Option

NET DEPOSIT PREMIUM
8439.

2. — Deductible Premium Option

Deductible options are available in return for a premium credit applied to your estimated standard premium of \$ 8800. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	<u>Deductible per Occurrence</u>	<u>Premium Credit</u>	<u>Credit Amount</u>	<u>Net Deposit Premium</u>
_____	\$250	1.50%	132.	8307.
_____	\$500	2.50%	220.	8219.
_____	\$1,000	4.00%	352.	8087.
_____	\$2,500	7.00%	616.	7823.
_____	\$5,000	10.50%	924.	7515.
_____	\$10,000	14.50%	1276.	7163.
_____	\$25,000	22.00%	1936.	6503.
_____	\$50,000	28.00%	2464.	5975.

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature _____ Title _____ Date _____



RISK MANAGEMENT INFORMATION
LMCIT LIABILITY COVERAGE OPTIONS
Liability Limits, Coverage Limits, and Waivers

LMCIT gives cities several options for structuring their liability coverage. The city can choose either to waive or not to waive the monetary limits the statutes provide; and the city can select from among several liability coverage limits. This memo discusses these options and identifies some issues to consider in deciding which of the options best meets the city's needs.

Statutory Limits on Municipal Tort Liability

The statutes limit a city's tort liability to a maximum of \$500,000 per claimant and \$1,500,000 per occurrence. These limits apply whether the claim is against the city, against the individual officer or employee, or against both.

Coverage Limits for LMCIT's Basic Primary Liability Coverage

LMCIT's liability coverage provides a limit of \$1,500,000 per occurrence, matching the per-occurrence part of the statutory municipal tort liability limit. Beside the overall coverage limit of \$1,500,000 per occurrence, there are also annual aggregate limits (that is, limits on the total amount of coverage for the year regardless of the number of claims), for certain specific risks. Aggregate limits apply to the following:

Products	\$2,000,000 annually
Failure to supply utilities	\$2,000,000 annually
Data security breaches	\$2,000,000 annually
EMF	\$2,000,000 annually
Limited pollution*	\$2,000,000 annually
Mold	\$2,000,000 annually
Land use litigation**	\$1,000,000 annually
Employers liability (work comp)	\$1,500,000 annually

* Includes sudden and accidental releases of pollutants; herbicide and pesticide application; sewer ruptures, overflows and backups; and lead and asbestos claims. Dredging or excavation claims are subject to a \$250,000 sublimit. These limits apply to both damages and defense costs.

** Coverage is provided on a sliding scale percentage basis, which is based on participation in LMCIT's online land use training. Coverage applies to both damages and litigation costs.

More Information

For more information about land use litigation coverage, please see the memo [LMCIT Coverage for Litigation Relating to Land Use](#).

If the Statute Limits our Liability, Why Purchase Higher Coverage Limits?

There are several different reasons why cities should strongly consider carrying higher limits of liability coverage.

The Statutory Tort Limits Either Do Not or May Not Apply to Several Types of Claims

Some examples include:

- *Claims under federal civil rights laws.* These include Section 1983, the Americans with Disabilities Act, etc.
- *Claims for tort liability that the city has assumed by contract.* This occurs when a city agrees in a contract to defend and indemnify a private party.
- *Claims for actions in another state.* This might occur in border cities that have mutual aid agreements with adjoining states, or when a city official attends a national conference or goes to Washington to lobby, etc.
- *Claims based on liquor sales.* This mostly affects cities with municipal liquor stores, but it could also arise in connection with beer sales at a fire relief association fund-raiser, for example.
- *Claims based on a “taking” theory.* Suits challenging land use regulations frequently include an “inverse condemnation” claim, alleging that the regulation amounts to a “taking” of the property.

LMCIT's Primary Liability Coverage has Annual Limits on Coverage for a few Specific Risks

The table on page one lists the liability risks to which aggregate coverage limits apply. If the city has a loss or claim in one of these areas, there might not be enough limits remaining to cover the city's full exposure if there is a second loss of the same sort during the year. Excess liability coverage gives the city additional protection against this risk as well.

However, there are a couple important restrictions on how the excess coverage applies to risks that are subject to aggregate limits:

- The excess coverage *does not apply* to three risks: *failure to supply utilities; mold; and “limited pollution” claims if either the pollutant release or the damage is below ground or in a body of water;* and
- The excess coverage *does not automatically apply to liquor liability* unless the city specifically requests it.

The City may be Required by Contract to Carry Higher Coverage Limits

Occasionally, a contract might include a requirement the city carry more than \$1,500,000 of coverage limits. Carrying excess coverage is a way to meet these requirements. (There's also another option

for cities in this situation. LMCIT can issue an endorsement to increase the city's coverage limit only for claims relating to that particular contract. There's a small charge for these "laser" endorsements.)

There may be more than One Political Subdivision Covered Under the City's Coverage

An HRA, EDA, or port authority is itself a separate political subdivision. If the city EDA, for example, is named as a covered party on the city's coverage and a claim were made that involved both the city and the EDA, theoretically the claimant might be able to recover up to \$1,500,000 from both the city and the EDA, since there are two political subdivisions involved. Excess coverage is one way to provide enough coverage limits to address this situation. Another solution is for the HRA, EDA, or port authority to carry separate liability coverage in its own name.

This issue of multiple covered parties can also arise if the city has agreed by contract to name another entity as a covered party, or to defend and indemnify another entity.

Cities Sometimes Carry Higher Coverage Limits Because of a Concern the Courts Might Overturn the Statutory Liability Limits

However, those limits have now been tested and upheld several times in Minnesota. While it's always possible that a future court might decide to throw out the statutory limits, this is now less of a concern.

Available Excess Liability Coverage Limits

Excess coverage is available in \$1 million increments, up to a maximum of \$5 million.

Does the Optional Excess Coverage Apply to All Types of Claims?

No. The excess liability coverage does not apply to the following types of claims: certain limited pollution claims; mold claims; claims for failure to supply utilities; auto no-fault claims; uninsured / underinsured motorist claims; workers' compensation, disability, or unemployment claims; or claims under the medical payments coverage.

Who Needs Excess Liability Coverage?

If anything, excess liability coverage is even more important to a small city rather than to a large city.

If a city ends up with more liability than it has coverage, the city will have to either draw on existing funds or go to its taxpayers to pay that judgment. A large city faced with, say, a million dollars of liability over and above what its LMCIT coverage pays might be able to spread that \$1 million cost over several thousand taxpayers. The small city by contrast might be dividing that same \$1 million cost among only a couple hundred taxpayers. \$1 million divided among 5,000 taxpayers is \$200 apiece – annoying but probably at least manageable for most taxpayers. \$1 million divided among 200 taxpayers is \$5,000 apiece – enough to be a real problem for many.

What's the Effect of Waiving the Per Claimant Statutory Liability Limit?

If the city chooses the “waiver” option, the city and LMCIT no longer can use the statutory limit of \$500,000 per claimant as a defense. Because the waiver increases the exposure, the premium is roughly 3% higher for coverage under the waiver option.

If the city waives the statutory limit, an individual claimant could therefore recover up to \$1,500,000 in damages on a claim. Of course, the individual would still have to prove to the court or jury that s/he really does have that amount of damages. Also, the statutory limit of \$1,500,000 per occurrence would still apply; that would limit the individual's recovery to a lesser amount if there were multiple claimants.

Why Would the City Choose to Pay More to Get Waiver-Option Coverage?

The statutory liability limit only comes into play in a case where

- The city is in fact liable.
- The injured party's actual proven damages are greater than the statutory limit.

Highlight

The waiver option coverage does not give the city better protection. The benefit is to the injured party.

Very literally, applying the statutory liability limit means an injured party won't be fully compensated for his/her actual, proven damages that were caused by city negligence. Some cities as a matter of public policy may want to have more assets available to compensate their citizens for injuries caused by the city's negligence. Waiving the statutory liability limits is a way to do that.

Other cities may feel that the appropriate policy is to minimize the expenditure of the taxpayers' funds by taking full advantage of every protection the legislature has decided to provide. There's no right or wrong answer on this point. It's a discretionary question of city policy that each city council needs to decide for itself.

For claims the statutory tort liability limits don't apply to, it doesn't affect how the city's coverage or risk on those claims. Waiving the statutory tort limits has no effect on claims the statutory limits don't apply to.

Effects of Waiving the Statutory Limits if there is Excess Coverage

If the city has \$1 million of excess coverage and chooses to waive the statutory tort limits, the claimants (whether it's one claimant or several) could then potentially recover up to \$2.5 million in damages in a single occurrence. If the city carries higher excess coverage limits, the potential maximum recovery per occurrence is correspondingly higher.

Carrying excess coverage under the waiver option is a way to address an issue that some cities find troubling: the case where many people are injured in a single occurrence caused by city negligence. Suppose, for example, that a city vehicle negligently runs into a school bus full of kids, causing multiple serious injuries. \$1,500,000 divided 50 ways may not go far toward compensating for those

injuries. Excess coverage under the waiver option makes more funds available to compensate the victims in that kind of situation.

The cost of the excess liability coverage is about 25% greater if the city waives the statutory tort limits. The cost difference is proportionally greater than the cost difference at the primary level because for a city that carries excess coverage, waiving the statutory tort limits increases both the per-claimant exposure and the per-occurrence exposure.

Waiving Statutory Tort Liability Limits: Increase in Risk?

There is no increase in risk for the city to end up with liability if LMCIT doesn't cover it. The waiver form specifically says the city is waiving the statutory tort liability limits only to the extent of the city's coverage.

Of course, that's not to say there is no risk the city's liability could exceed its coverage limits. We listed earlier a number of ways that could happen to any city. But the waiver doesn't increase that risk.

Can we Waive the Statutory Tort Limits for the Primary Coverage but not for the Excess Coverage?

No. If the city decides to waive the statutory tort limits, that waiver applies to the full extent of the coverage limits the city has. The city cannot partially waive the statutory limits.

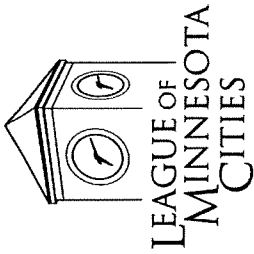
Is there a Simple way to Summarize the Options?

It's not necessarily simple, but the table on the following page is a shorthand summary of what the effect would be of the various coverage structure options in different circumstances.

Your League Resource

Feel free to call the Underwriting Department at 651-281-1200 or 800-925-1122 with any questions.

Pete Tritz 2/12



CONNECTING & INNOVATING
SINCE 1913

LMCIT Liability Coverage Options

Coverage structure If the city:	On a liability claim to which the statutory limits apply		On a liability claim to which the statutory limits do not apply
	This is the maximum amount a single claimant could recover on an occurrence.	This is the maximum total amount that all claimants could recover on a single occurrence.	
Does not have excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$1,500,000
Does not have excess coverage & Waives the statutory limits	\$1,500,000	\$1,500,000	\$1,500,000
Has \$1,000,000 of excess coverage & Does not waive the statutory limits	\$500,000	\$1,500,000	\$2,500,000
Has \$1,000,000 of excess coverage & Waives the statutory limits	\$2,500,000	\$2,500,000	\$2,500,000

LEAGUE OF MINNESOTA CITIES
INSURANCE TRUST

145 UNIVERSITY AVE. WEST PHONE: (651) 281-1200 FAX: (651) 281-1298
ST. PAUL, MN 55103-2044 TOLL FREE: (800) 925-1122 WEB: WWW.LMC.ORG

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER SR Tables and Chairs

STAFF INITIAL HB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Since the last meeting, staff researched further the going rate for table and chair rentals. Rental companies charge \$8—\$9 for a banquet table and \$1.25—\$2.00 for a folding chair. Attached is a simple chart showing what the rental costs would be at a couple of price points. There isn't a right or wrong price, simply what the Council thinks is reasonable. As this is a subsidized service, staff will make it clear on the application that only Lauderdale residents and businesses can use the items.

The rentals primarily happen for weekend use so they are picked up on Friday and returned on Monday. Staff proposes that tables and chairs not returned by the end of the day Monday be charged for each additional day they are kept. (Others using the social room need them so we need an incentive so folks bring them back on time.)

OPTIONS:

STAFF RECOMMENDATION:

Motion to charge resident that reserve city property \$ _____ per table and \$ _____ per chair in addition to the damage deposit.

COUNCIL ACTION:

Community Use of City Property
Social Room Tables and Chairs

Typical Commercial rental costs:

\$8.25-\$9.00 per banquet table

\$1.25-\$2.00 per folding chair

\$Table/\$Chair	2 Tables/16 Chairs Rental Cost	4 Tables/32 Chairs Rental Cost	8 Tables/64 Chairs Rental Cost	15 Tables /140 Chairs Rental Cost
\$3.00/\$0.50	\$14.00	\$28.00	\$56.00	\$115.00
\$4.00/\$0.75	\$20.00	\$40.00	\$80.00	\$165.00
\$5.00/\$1.00	\$26.00	\$52.00	\$104.00	\$215.00

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER Police Contract

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In April, the Council directed staff to invite Chief Ohl to a work session to discuss the future of police contracts with St. Anthony. The purpose is to discuss what ways, if any, the contract can be changed to garner cost savings if state aid is cut or continues to be unpredictable. The Council has been as strategic as possible in trying to prepare for the worst case scenario. This conversation is a part of that planning process.

Attached is a copy of the most recent contract.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

CONTRACT AGREEMENT
FOR POLICE SERVICES

This Agreement is made and entered into as of _____, 2012 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF LAUDERDALE, a municipal corporation under the laws of the State of Minnesota ("Lauderdale"). The services to be performed under this Agreement will commence January 1, 2013.

I. PURPOSE

St. Anthony and Lauderdale have the power within their respective cities to provide for the prevention of crime and for police protection. Under Minnesota Statutes, Section 471.59, the cities may, by agreement, provide for the exercise of the police power by one city on behalf of the other city.

This Agreement sets forth the terms and conditions under which St. Anthony will provide police services for Lauderdale. St. Anthony will have full authority and responsibility to provide services in accordance with all enabling legislation under the laws of the State of Minnesota and the ordinances of Lauderdale. St. Anthony will provide feedback to the Lauderdale City Administrator and City Council on a regular and timely basis, and will actively support the creation of a Joint Advisory Committee pursuant to Section IX of this Agreement, whose members come from both cities, and whose purpose is to review, monitor, and ensure a successful relationship between the two cities under this Agreement.

II. INTERPRETATION

This Agreement is entered following the preparation by Lauderdale of a Request for Proposal for Police Services and the submission of a responsive Proposal by St. Anthony (the "Proposal"). To the extent that any of the provisions of this Agreement are inconsistent with the provisions of the Proposal, the provisions of this Agreement will control. If any provision of this Agreement is ambiguous, the parties agree that the Proposal may be looked to as evidence of the parties' intent.

III. SERVICES

St. Anthony will provide Lauderdale with 24 hour police service, and will physically place a certified officer within the boundaries of Lauderdale 24 hours each day, except in those instances when the officer makes an arrest and transports a prisoner, during mutual aid situations, when providing a backup for another officer, or when called away for a court appearance, booking or similar police matter. Subject to these exceptions and in normal circumstances, St. Anthony will provide 24 hours of police protection and police presence each day within the City of Lauderdale. In those instances stated above when an officer is not physically present in Lauderdale, St. Anthony will respond to emergency police calls with other officers.

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Lauderdale the same police service extended to persons and property within St. Anthony, which will include, but not be limited to, the following:

- A. Patrol services, with random patrolling of all residential, business and public property areas during all shifts;
- B. Police presence within the boundaries of Lauderdale 24 hours each day, subject only to the exceptions noted above;
- C. Animal control services as provided within the City of St. Anthony by the animal control service employed by St. Anthony;

- D. Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch.
- E. Enforcement of all ordinances of Lauderdale which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
- F. Ticketing for traffic violations will be done routinely during normal shifts;
- G. Crime prevention programs that encourage community involvement and investment in the City of Lauderdale.
- H. Criminal investigations.
- I. Reports on police services and activities, including weekly, monthly and annual police reports;
- J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
- K. Officers will be available at Lauderdale City Hall to answer questions from, and provide information regarding police activities to, Lauderdale residents, business owners and staff on an as-needed basis;
- L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
- M. Review and comment, upon request, of proposed Lauderdale ordinances affecting police services or enforcement;
- N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
- O. Special event traffic patrol services.

V. PAYMENT FOR SERVICES

This Agreement will be effective January 1, 2013, and will continue until December 31, 2013. In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of \$602,030 for the year 2013, for police service under this Agreement.

VI. METHOD OF PAYMENT

St. Anthony will bill Lauderdale monthly for 1/12 of the annual fee, and Lauderdale will promptly remit payments to St. Anthony within 30 days after receiving each billing from St. Anthony.

VII. LIABILITY

St. Anthony will be responsible for all liability incurred as a result of the actions of St. Anthony police officers under this Agreement, and will hold Lauderdale, its officers and employees harmless for any

liability resulting from actions of a St. Anthony employee and shall defend Lauderdale, its officers and employees, against any claim for damages arising out of St. Anthony's performance of this Agreement; provided, however, that if the claim, action or liability is one which is insured by St. Anthony's liability insurer, Lauderdale will bear the first \$5,000.00 of expense for any such claim, action or liability, or expenses relation thereto, including attorneys' fees, to the extent not covered by the insurer because of a deductible amount under the policy (which deductible amount is currently \$10,000.00).

VIII. ADMINISTRATIVE RESPONSIBILITY

The law enforcement and police services rendered to Lauderdale will be under the sole direction of St. Anthony. The standards of performance, the hiring and discipline of officers assigned, and other matters relating to regulations and policies related to police employment, services and activities, will be within the exclusive control of St. Anthony. The parties hereto expressly affirm the importance of work force diversity and St. Anthony agrees to use reasonable efforts, within applicable departmental budgetary limits, to recruit qualified female and minority police officers.

IX. JOINT ADVISORY COMMITTEE

Both cities will appoint members to a Joint Advisory Committee. The committee will meet at least once a year to ensure that this Agreement and the services performed pursuant to this Agreement are meeting the expectations of both cities. Any recommendations of the committee will be strictly advisory.

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

St. Anthony will furnish all communication equipment and any necessary supplies required to perform the services, which are to be rendered under this Agreement.

XI. COOPERATION AND ASSISTANCE AGREEMENTS

Lauderdale will be included in all Cooperative Agreements entered into by the St. Anthony Police Department with other police services units.

XII. HEADQUARTERS

Headquarters for services rendered to Lauderdale under this Agreement will be located at offices owned or leased by St. Anthony. The citizens of Lauderdale may notify headquarters or Ramsey County radio dispatch for police services requested either in person or by some other means of communication. St. Anthony officers may take routine telephone calls and complete routine reports for Lauderdale at the Lauderdale City Hall, and Lauderdale will have facilities available to the officers at Lauderdale City Hall for this purpose. The facilities will include a desk, telephone, fax and copier.

XIII. EMPLOYEES OF ST. ANTHONY

Officers assigned to duty in Lauderdale will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment matters will be the obligation of St. Anthony. Lauderdale will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Lauderdale.

XIV. ENFORCEMENT POLICIES

Enforcement policies of St. Anthony will prevail as the enforcement policies within Lauderdale. A written statement of the current enforcement policies of St. Anthony will be provided in writing to Lauderdale.

XXI. TERMINATION OF AGREEMENT

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by June 15, 2012. Termination of this Agreement shall be effective on December 31st at 11:59 p.m. of the year that either Lauderdale or St. Anthony terminates the Agreement.

XXII. REVIEW OF AGREEMENT

From time to time the terms and conditions of this Agreement shall be reviewed and revised, as St. Anthony and Lauderdale deem necessary.

XXIII. ASSIGNMENT

The rights and obligations of the parties under this Agreement will not be assigned, and St. Anthony will not subcontract for any services to be furnished to Lauderdale (except as otherwise provided in this Agreement), without the prior written consent of the other party.

The parties hereto have executed this Agreement as of the date first above stated.

CITY OF LAUDERDALE

By: [Signature]
Mayor

By: [Signature]
City Administrator

Date: 6-14-11

CITY OF ST. ANTHONY

By: [Signature]
Mayor

By: [Signature]
City Manager

Date: 6/28/2011

LAUDERDALE COUNCIL ACTION FORM

Action Requested

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

Meeting Date June 26, 2012

ITEM NUMBER Resident Concerns

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The last couple of weeks the Council has received a couple of requests by residents. Staff summarized them and provided information to help the Council decide how to proceed.

Ralph Mikel, 1843 Malvern Street:

At the May 22 council meeting, Mr. Mikel claimed that his garage has deteriorated because a concrete wall was not constructed during the alley improvement project in 2003 to protect the structure. He asked the Council for \$1,620 to install a 6 x 45' concrete section between his garage and the alley.

Staff met with the city engineer (Darren Amundsen) last week to look at Mikel's garage. Amundsen felt the slope was within typical road/alley side limits. Staff noted the top of the slope adjacent to the garage remained the same elevation as prior to the project as evidenced by the same pre-alley project plantings. Given the site observations and pre-project information from the city staff, he failed to see the link between the garage and driveway conditions and the alley paving project.

Michael and Natalie Micheal, 1786 Walnut Street:

Staff also met with the city engineer to look at the Walnut Street alley near the Micheal's home. Based on storm sewer elevations and conditions observed in the alley, Amundson said a drainage pipe could not be installed to reliably alleviate the drainage issue. He felt the company that paved the Micheal's driveway could have created more slope to help with drainage, but since they didn't, he suggested they create a berm along their driveway. As the neighbors are at a higher elevation, he didn't think the addition of a berm would negatively impact the neighbors. He also suggested the Micheal's work with their neighbor to the south to create a swale between their homes to drain water to the front of the property. He also suggested they cover their egress window and direct their gutters to the front yard (they currently drain to the back yard adding to the amount of water back there). Attached is my correspondence with Natalie for your reference.

If the city engineer felt the addition of a storm sewer manhole was feasible, the city would refer to its assessment policy to determine how costs for the improvement would be shared (the section regarding *Initiation of Improvements* is attached). As the number of benefitting homeowners is limited, the city would follow option 2—with the benefitting homeowners covering 100% of the improvement.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Playground Equipment: Sara Nelson suggested switching around some of the playground equipment as she felt the swing sets posed a hazard for children running between the large and small play structures. Attached is a memo Jim prepared after talking with the playground company.

OPTIONS:

During the work session, staff will be able to provide more information or answer questions so the Council can decide how it would like to proceed with these requests.

STAFF RECOMMENDATION:

COUNCIL ACTION:

Schahn Construction, LLC

7910 Vernon Street
Rockford, MN 55373
(763) 477-5562

Bid Number

Date

Name: **RALPH BARB MIKEL** 3/21/2012
Painter from University - Dad's place
Address: 1843 Malvern Street
City, State, Zip: St. Paul, MN 55113 **603-1740**
Home Number:
Cell Number:

Work Site: same as above

Work Detail

* 6 x 45 ft concrete apron (side of garage on alley)	\$1,620.00
23 x 22 ft concrete driveway	\$3,036.00
Pour concrete slab inside garage by doors. (2 ft x 22 ft)	\$350.00
Tear out existing driveway and remove	\$700.00
TOTAL	\$5,706.00

Falling town - south faller / foot
Tore out posts.
Floor cracking

Heather Butkowski

From: Natalie.Micheal <Natalie.Micheal@target.com>
Sent: Wednesday, June 13, 2012 8:51 AM
To: *LAUCouncil
Subject: 1786 Walnut St

Hello Again,

I wanted to thank you all for taking the time out of your meeting last night for me to tell my story. It was great to know that you are willing to look into the issue and see if anything can be done. I really appreciate it.

I have a two minute video that I hope you will take the time to watch- this shows some of the water flow from the alley.

<http://www.youtube.com/watch?v=OPbw-mNpnx8&feature=g-upl>

Thank you again,
Natalie Micheal

Natalie Micheal | Sr Product Safety & Quality Assurance Analyst | ©Target | 7000 Target Parkway North | Brooklyn Park, MN 55445 | 763-405-1525

From: Natalie.Micheal
Sent: Tuesday, June 12, 2012 3:19 PM
To: 'council@ci.lauderdale.mn.us'
Subject: 1786 Walnut St

Hi City Council Members-

I will be attending tonight's Council meeting and I wanted to address a few things in response to Heather's email before tonight.

I spoke with the previous owner of the house. He stated the water coming from the alley into our backyard was an issue before we moved in which is why he installed the drain tile and sump pump. The drain tile does extend the entire perimeter of the house including a drain in the window well.

The sump pump is only three years old and is in working condition. The issue is that it is running every 23-46 seconds for 5-6 hours when it is raining. This means 5 gallons of water is filling the drain tile and trying to push out of the house every 23-46 seconds. This is not the intention of a sump pump. The water from the Sump Pump is coming out the other side of the house (5 gallons at a high frequency) which is causing flooding on that side of the house as well. Installing a higher capacity sump pump is not an option if there is nowhere for the water to go.

We had the VP of Asphalt driveway out again a few weeks ago. They can install a berm across our driveway which will divert some of the water coming into the backyard. They stated they would be concerned that this may divert water into someone else's backyard unless the berm was installed all the way down the alley to the storm drain. I know the City of Lauderdale has an ordinance that states I cannot divert water onto someone else's property. If we did install the berm on our driveway, would we be in violation of this ordinance if the water diverted two house down?

Additionally, we had an Engineering Contractor out at our house and he advised there was nothing we could do in our backyard to help with the flooding including: adding a rain barrel or rain garden, re-sloping back yard, adding French drain or trench. He advised the water was coming in from the alley and the berm would be our best bet to try and divert some water but not all.

I realize when we made an upgrade to our house last summer by installing a driveway this intensified an already problematic water problem. I do not think we could have predicted that all of the alley water would divert into our backyard/basement nor do I think we should be penalized by making improvements to our house based on a poorly designed alley. We have lost half of the square footage of our house because we can no longer use our finished basement (which included my son's bedroom). I am asking for your help to figure out a solution, This does not need to be a new storm drain (although every time it rains there is a foot of standing water in front of the drain that did not make it all the way there). There are other options such as re-sloping the alley with a top layer of asphalt, installing a berm all the way down the alley to the drain, or allowing us to install a berm on our driveway without violating city ordinance if water diverts to someone else's yard.

I look forward to speaking with you further at tonight's meeting.

Thank you,
Natalie Micheal

Natalie Micheal | Product Safety & Quality Assurance Sr. Analyst | ©Target | 7000 Target Parkway North | Brooklyn Park, MN 55445 | 763-405-1525

From: Heather Butkowski [mailto:heather.butkowski@ci.lauderdale.mn.us]
Sent: Wednesday, May 23, 2012 12:32 PM
To: Natalie.Micheal
Subject: RE: 1786 Walnut St

Hi Natalie,

The meetings in June are on the 12th and the 26th starting at 7:30 p.m. You are welcome to address the Council at either meeting during the open forum. I provided the Council a copy of our correspondence already so they will be familiar with the issue.

Take care,
Heather

From: Natalie.Micheal [mailto:Natalie.Micheal@target.com]
Sent: Wednesday, May 23, 2012 12:08 PM
To: Heather Butkowski
Subject: RE: 1786 Walnut St

Hi Heather-

Thank you for your below email. I spoke with our neighbor Phyllis about the below and we would like to be added to the City council meeting in June. Can you advise date/time?

Thank you,
Natalie

Natalie Micheal | Sr Product Safety & Quality Assurance Analyst | ©Target | 7000 Target Parkway North | Brooklyn Park, MN 55445 | 763-405-1525

From: Heather Butkowski [mailto:heather.butkowski@ci.lauderdale.mn.us]
Sent: Thursday, May 10, 2012 4:06 PM
To: Natalie.Micheal
Subject: RE: 1786 Walnut St

Dear Natalie,

Thank you for the email. Since Michael and I have traded voicemail messages, I thought it might be easier to reply to your email. I just wanted to provide some perspective on the road projects from 10 years ago so you can understand the drainage system in your alley.

Up until 10 years ago, the alleys were unpaved (gravel). When the streets and sewer system were rehabilitated between 2000 and 2003, the alleys were paved. The contractor paving the alleys was directed to maintain the same location and grade in so far as practical to tie into the existing driveways and garages. The City did not install storm sewers to provide drainage for homes along the alleys. There are only two alleys that had storm sewers installed, the one you live on and one on Carl Street. The storm sewers in those areas were installed to meet specific needs. You mentioned in your email that a contractor told you the storm sewer drain wasn't installed in the correct place but your contractor wouldn't have known this context.

During the rain earlier this week, I saw that the majority of the water from Phyllis' property flowed south to the storm drain one house down. The water near your home comes from the north. From talking with staff and your neighbor Phyllis, it is my understanding that that is how the water has always drained as she said it largely pooled on her property previously. I understand there have been a number of improvements in the area, like your paved driveway and her garage that result in less space for rainwater to infiltrate and a change in grade. These appear to be the factors contributing to your recent water problems as the historical drainage of the alley hasn't changed.

To add another storm sewer manhole to provide drainage for your property is something the City Council would have to approve. You are welcome to address them at a City Council meeting during the public forum. They meet the second and fourth Tuesdays of each month at 7:30 p.m. I will also relay your concerns to them in this week's Friday Report.

Alternately, staff and the city's building official provided me a list of things you may want to check on or consider:

- Verify that drain tile extends around the entire perimeter of the home
- Add drain tile to the window well
- Confirm the sump pump is working correctly
- Install a higher capacity sump pump
- Add rain gardens or rain barrels
- Add a berm along the alley to divert water

Give me a call if you would like to discuss further.

Take care,
Heather
651.792.7657

From: Natalie.Micheal [<mailto:Natalie.Micheal@target.com>]
Sent: Monday, May 07, 2012 3:56 PM
To: Heather Butkowski
Subject: 1786 Walnut St

Hi Heather-

My husband and I live at 1786 Walnut St and would like to file a complaint to the city regarding the alley behind our house. The grading of the alley and the placement of the sewer drain is causing excess water to flow into our backyard and that of our neighbor at 1796. Due to this we are constantly getting water in our basements. Last Summer we had a driveway installed and the great people at Asphalt Driveway Co informed us that the alley was not installed properly, the grading was off and the drain should be closer to our house and there was nothing we could do to prevent all the water from coming into our yard.

On Sunday (5/6/12) morning at 5am we had 3-4 inches of standing water along our fence line and a foot of water in our egress window which caused major flooding and damage to our newly finished basement. Our sump pump was working overtime but could not keep up with all of the water flowing from the alley into our yard. Our neighbor had similar water damage in her basement as well. This is not the first time this has occurred and we cannot continue to have flooding each time it rains due to improper grading of the alley.

Is there a process we must follow to file a formal complaint to the city?

Thank you,

Natalie Micheal
1786 Walnut St
651-353-8207

Natalie Micheal | Sr Product Safety & Quality Assurance Analyst | ©Target | 7000 Target Parkway North | Brooklyn Park, MN 55445 | 763-405-1525

B. INITIATION OF IMPROVEMENTS

The initiation of public improvement projects may occur in one of three ways:

1. *Petition of not less than 35% of property owners.* An improvement project can begin with a signed petition by the owners of not less than 35% of the frontage of the real property abutting the proposed improvements. This improvement can only be ordered after a public hearing.
2. *Petition of 100% of property owners.* An improvement project can begin with a signed petition by the owners of 100% of the frontage of the real property abutting the proposed improvements. This improvement does not require a public hearing, and may be ordered by the City Council by a simple majority vote if the petitioning property owners agree to pay 100% of the costs of the improvements.
3. *City Council Initiation.* No petition is needed. This improvement can only be ordered after a public hearing. The resolution ordering the improvement must be adopted by four-fifths (4/5) vote of the City Council.

A complete outline of the public improvement process is provided in Section 9.

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent _____	MEETING DATE <u>May 8, 2012</u>
Special _____	ITEM NUMBER <u>Playground</u>
Public Hearing _____	STAFF INITIAL <u>Jim</u>
Report _____	APPROVED BY ADMINISTRATOR _____
Discussion/Action _____	
Resolution _____	
Work session <u>X</u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last council meeting, Sara Nelson expressed the following concerns with the playground:

- Smaller children will run from the 2-5 year old play structure at the northeast part of the playground to the large play structure at the south end.
- In the middle is a swing set that they will have to navigate around while avoiding moving swings when in use, causing potential injury.

She suggested the following changes to the playground:

- Switching the location of the 2-5 year old structure with the tire swing.

The council took the suggestion under consideration and asked staff to research the issue and bring the information back to a future meeting. I asked Harlan from the playground company to provide me with a ballpark estimate of the cost. He estimated the cost to be \$1500-2000. He also said the equipment is likely to get dinged and scratched in the process. They can touch it up, but it won't be like new. He also failed to see the benefit of the suggestion. Here some pros and cons of making these changes:

Pros:

- The 2-5 year old play structure would be right next to the large play structure, thus avoiding the need for young children to navigate around the swing set in the middle when going from the 2-5 year old structure to the large play structure, thus avoiding potential injury.

Cons:

- Navigating around the middle swings is still necessary anytime someone goes from the north side of the playground to the south side, or vice versa.
- The extra cost and likely damage to new playground equipment.
- Possible use zone infractions.
- The playground was designed to separate the age groups. Displacing the 2-5 year old structure from the spring toys and tot swings undermines the original design.

OPTIONS:

- 1) Direct staff to work with consultant to switch around equipment in playground, as long as no use zone infractions are created.
- 2) Do nothing.

STAFF RECOMMENDATION:

Staff feels it is best not to make changes to the playground as the current design maximized the amount of equipment that could be installed and met the use zone requirements for safety.

COUNCIL ACTION: