

LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, AUGUST 9, 2011
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 July 26, 2011, City Council Meeting
 - c. Claims Totaling \$80,969.34 *+ 2nd set \$2744.69 (attached)*
 4. **CONSENT**
 - a. PCIC Appointment
 - b. Second Quarter Investment Report
 - c. Sewer Televising Quote
 - d. Agreement with Tree Trimming Contractor
 5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
 6. **INFORMATIONAL PRESENTATIONS / REPORTS**
 - a. Visit by County Sheriff Matt Bostrom
 - b. Fun Run – August 13
 - c. Day in the Park – August 20
 7. **PUBLIC HEARINGS**
 - a. Variance Request, 1732 Malvern – Front Yard Deck
 - b. Variance/Encroachment Request, 1931 Carl – Retaining Wall
- 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. Roseville Youth Baseball Association – Field Improvement Agreement
 - b. Deputy Clerk Position
 9. **ITEMS REMOVED FROM THE CONSENT AGENDA**
 10. **ADDITIONAL ITEMS**
 11. **SET AGENDA FOR NEXT MEETING**

FILE

- a. Parking Ordinance Revisions

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. 2012 Budget Discussion

13. ADJOURNMENT

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

Page 1 of 2

July 26, 2011

Mayor Pro Tem Mac Lean called the City Council meeting to order at 7:30 p.m.

Councilors present: Mary Gaasch, Denise Hawkinson, and Mayor Pro Tem Lara Mac Lean.

Councilors absent: Roxanne Grove and Mayor Jeff Dains.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator.

Mayor Pro Tem Mac Lean asked for changes to the meeting agenda. **Butkowski added the 2003A bond interest payment totaling \$6,952.50. Councilor Hawkinson moved to approve the agenda as amended. Councilor Gaasch seconded the motion and it passed unanimously.**

Councilor Gaasch moved to approve the July 12, 2011, City Council meeting minutes. Councilor Hawkinson seconded the motion and it passed unanimously.

Councilor Hawkinson moved approval of the claims totaling \$21,294.88. Councilor Gaasch seconded the motion and it passed unanimously.

Councilor Hawkinson moved the consent agenda item acknowledging June 2011 finances. Councilor Gaasch seconded the motion and it passed unanimously.

Bownik reported that Minnesota Night to Unite was happening on August 2. Eight blocks have registered. The event encourages the strengthening of community partnerships and dialogue with law enforcement and the fire department. Those participating will receive ice cream through the Cub Foods store in St. Anthony and barricades provided by City Hall.

Butkowski said the state government shut down ended last week. The packet contained information about law changes that affected cities. Butkowski said the items most pressing in Lauderdale surround the state aid and credit allotments. For 2011 and 2012, the City can anticipate receiving the same amount of local government aid as in 2010. This amount reflects a \$100,678 reduction from the certified 2011 amount and is considered a permanent reduction. The City also will not receive about \$30,000 in Market Value Homestead Credit for 2011. To compensate in 2012, residential properties will see a reduction in the portion of their assessed values subject to property taxes. Practically speaking, this means commercial and industrial properties will absorb a tax shift.

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
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Page 2 of 2

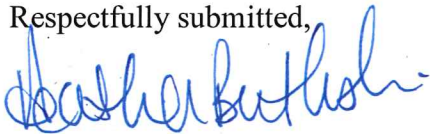
Butkowski said the City has one outstanding bond for the 2003 street improvement project. Principal and interest payments are made in February with an additional interest only payment in August. The interest payment totals \$6,952.50.

Councilor Gaasch moved to approve payment of the 2003A bond interest. Councilor Hawkinson seconded the motion and it passed unanimously.

Butkowski reviewed the preliminary agenda for the next meeting, which included parking ordinance revisions, the field improvement agreement with Roseville Area Youth Baseball, second quarter investment report, and a visit by County Sheriff Matt Bostrom.

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 7:45p.m.

Respectfully submitted,



Heather Butkowski
City Administrator

CITY OF LAUDERDALE

08/04/11 5:00 PM

Page 1

Payments

Current Period: AUGUST 2011

Batch Name	080511pyroll			
Payment	Computer Dollar Amt	\$5,332.06	Posted	
Refer	2209 ICMA RETIREMENT TRUST - 457	Ck# 000572E 8/5/2011		
Cash Payment	G 101-21705 ICMA RETIREMENT	8/5/11 payroll		\$1,396.30
Invoice				
Transaction Date	8/4/2011	Due 0 NORTH STAR CHEC 10100	Total	\$1,396.30
Refer	2210 NORTH STAR BANK, CHECKING S	Ck# 000573E 8/5/2011		
Cash Payment	G 101-21703 FICA WITHHOLDING.	8/5/11 payroll		\$1,519.03
Invoice				
Cash Payment	G 101-21701 FEDERAL TAXES	8/5/11 payroll		\$1,057.14
Invoice				
Transaction Date	8/4/2011	Due 0 NORTH STAR CHEC 10100	Total	\$2,576.17
Refer	2211 PERA	Ck# 000574E 8/5/2011		
Cash Payment	G 101-21704 PERA	8/5/11 payroll		\$1,359.59
Invoice				
Transaction Date	8/4/2011	Due 0 NORTH STAR CHEC 10100	Total	\$1,359.59
Fund Summary			BATCH Total	\$5,332.06
	10100 NORTH STAR CHECKING			
101		\$5,332.06		
		\$5,332.06		

Pre-Written Checks	\$5,332.06
Checks to be Generated by the Compute	\$0.00
Total	\$5,332.06

CITY OF LAUDERDALE
***Check Detail Register©**

AUGUST 2011

		Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING				
Paid Chk#	020834	8/9/2011	1736 MALVERN STREET	
E	101-41100-331	TRAVEL EXPENSE	\$336.70	MG - LMC conference mileage/lodging
		Total 1736 MALVERN STREET	\$336.70	
Paid Chk#	020835	8/9/2011	BLUE CHIP TREE CO., INC.	
E	101-43000-317	TREE SERVICE	\$2,798.64	8/1 Storm Damage
		Total BLUE CHIP TREE CO., INC.	\$2,798.64	
Paid Chk#	020836	8/9/2011	CINTAS	
E	601-49000-425	CLOTHING	\$29.07	470682702 PW Clothing
E	602-49100-425	CLOTHING	\$29.07	470686055 PW Clothing
		Total CINTAS	\$58.14	
Paid Chk#	020837	8/9/2011	CITY OF FALCON HEIGHTS	
E	101-42100-321	FIRE CALLS	\$2,184.40	7/11 fire calls
		Total CITY OF FALCON HEIGHTS	\$2,184.40	
Paid Chk#	020838	8/9/2011	CITY OF ST ANTHONY	
E	101-42100-319	POLICE CONTRACT	\$49,180.58	2582 8/11 police contract
		Total CITY OF ST ANTHONY	\$49,180.58	
Paid Chk#	020839	8/9/2011	GLENWOOD INGLEWOOD	
E	101-41200-208	WATER DELIVERY	\$25.92	7/11 water cooler
		Total GLENWOOD INGLEWOOD	\$25.92	
Paid Chk#	020840	8/9/2011	GOPHER STATE ONE-CALL	
E	101-43400-386	GOPHER STATE ONE CALL	\$37.70	16392 7/11 locates
		Total GOPHER STATE ONE-CALL	\$37.70	
Paid Chk#	020841	8/9/2011	KENNEDY & GRAVEN	
E	101-41500-305	LEGAL FEES - CIVIL	\$160.00	6/11 legal services - muni liquor
E	101-41500-305	LEGAL FEES - CIVIL	\$60.00	6/11 legal services - police agreement
E	101-41500-305	LEGAL FEES - CIVIL	\$64.00	6/11 legal services - data practices req
		Total KENNEDY & GRAVEN	\$284.00	
Paid Chk#	020842	8/9/2011	KONICA MINOLTA	
E	101-41200-401	COPIER CONTRACT	\$255.54	182570853 8/11 Copier Contract
		Total KONICA MINOLTA	\$255.54	
Paid Chk#	020843	8/9/2011	LMCIT	
E	101-41200-361	GENERAL LIABILITY	\$251.00	'11-12 Volunteer Insurance Premium
		Total LMCIT	\$251.00	
Paid Chk#	020844	8/9/2011	MET-COUNCIL ENVIRONMENTAL SER.	
E	601-49000-387	WATER TREATMENT SERVICE	\$11,217.61	9/11 wastewater treatment
		otal MET-COUNCIL ENVIRONMENTAL SER.	\$11,217.61	
Paid Chk#	020845	8/9/2011	ON SITE SANITATION	

CITY OF LAUDERDALE

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AUGUST 2011

			Check Amt	Invoice	Comment
E 101-45200-427	PORTA POTTY RENTAL		\$55.58		7/11 portable restroom
	Total ON SITE SANITATION		\$55.58		
<hr/>					
Paid Chk# 020846	8/9/2011	POSTMASTER - STAMPS			
E 101-41200-203	POSTAGE		\$88.00		3 rolls stamps
E 101-43400-203	POSTAGE		\$44.00		3 rolls stamps
	Total POSTMASTER - STAMPS		\$132.00		
<hr/>					
Paid Chk# 020847	8/9/2011	RAMSEY COUNTY, PROP REC & REV			
E 101-41200-355	MISC PRINTING/PROCESS SER		\$20.00		8/11 insurance benefits processing
G 101-21706	HEALTH INSURANCE		\$378.74		8/11 insurance benefits
E 101-42100-318	911 Dispatch		\$801.70		7/11 911 dispatch
E 101-42100-442	MISC		\$8.96		7/11 800 MHz radio licenses
	Total RAMSEY COUNTY, PROP REC & REV		\$1,209.40		
<hr/>					
Paid Chk# 020848	8/9/2011	ST PAUL REGIONAL WATER SERVICE			
E 101-43000-382	WATER		\$15.20		2q11 water - City Hall
E 101-45200-382	WATER		\$15.20		2q11 water - Warming House
E 601-49000-382	WATER		\$15.20		2q11 water - PW garage
	Total ST PAUL REGIONAL WATER SERVICE		\$45.60		
<hr/>					
Paid Chk# 020849	8/9/2011	WASTE MANAGEMENT			
E 101-43000-384	REFUSE DISPOSAL		\$308.72		July & Aug. garbage service
	Total WASTE MANAGEMENT		\$308.72		
<hr/>					
Paid Chk# 020850	8/9/2011	XCEL ENERGY, CITY HALL			
E 101-43000-383	GAS UTILITIES		\$30.89		7/11 City Hall utilities
E 101-43000-381	ELECTRIC		\$246.48		7/11 City Hall utilities
	Total XCEL ENERGY, CITY HALL		\$277.37		
<hr/>					
Paid Chk# 020851	8/9/2011	XCEL ENERGY, STREET LIGHTING			
E 101-43000-380	STREET LIGHT UTILITY		\$37.50		7/11 bridge lights
	Total XCEL ENERGY, STREET LIGHTING		\$37.50		
	10100 NORTH STAR CHECKING		\$68,696.40		

Fund Summary

	10100 NORTH STAR CHECKING	
101 GENERAL		\$57,405.45
601 SEWER UTILITIES		\$11,261.88
602 STORM SEWER ENTERPRISE FUND		\$29.07
		\$68,696.40

CITY OF LAUDERDALE
***Check Detail Register©**

AUGUST 2011

		Check Amt	Invoice	Comment
10100 NORTH STAR CHECKING				
Paid Chk#	020852	8/9/2011	HOME DEPOT CRC	
E	101-43000-228	MISC REPAIRS MAINT SUPPLIE	\$64.25	7044713 maintenance supplies
		Total HOME DEPOT CRC	\$64.25	
Paid Chk#	020853	8/9/2011	HOP HAPPY	
E	201-45600-377	DAY IN THE PARK	\$149.01	DIP- bounce house
		Total HOP HAPPY	\$149.01	
Paid Chk#	020854	8/9/2011	LEN YAEGER	
E	201-45600-377	DAY IN THE PARK	\$400.00	DIP- Lazy Does It Band
		Total LEN YAEGER	\$400.00	
Paid Chk#	020855	8/9/2011	NORTH STAR BANK, CHECKING STMT	
E	101-41200-201	GENERAL SUPPLIES	\$69.64	Office Max supplies
E	101-41100-440	MEETING EXPENSES	\$5.00	Nelson's delivery
E	101-43400-203	POSTAGE	\$5.59	certified nuisance letters
E	101-41200-308	TRAINING/CONFERENCES	\$10.00	HB SRA meeting
E	101-43000-225	LANDSCAPING MATERIALS	\$21.41	flowers for entry
E	101-41200-442	MISC	\$21.42	park refund - Williams
E	101-43000-202	PERMENANT SUPPLIES	\$22.69	Harmar Lock - allan wrenches
E	101-41100-440	MEETING EXPENSES	\$23.02	Target - supplies for goal setting
E	101-43400-203	POSTAGE	\$33.54	certified nuisance letters
E	101-43400-203	POSTAGE	\$39.13	certified nuisance letters
E	201-45600-440	MEETING EXPENSES	\$24.00	PCIC pizza
E	201-45600-377	DAY IN THE PARK	\$250.00	DIP- Petty Cash
E	202-49500-409	OTHER EQUIPMENT REPAIR/M	\$37.48	RAM for DC computer
		otal NORTH STAR BANK, CHECKING STMT	\$562.92	
Paid Chk#	020856	8/9/2011	SAM'S CLUB	
E	602-49100-402	CITY TRUCK REPAIR/MAINTEN	\$75.14	9350 truck tires
E	601-49000-402	CITY TRUCK REPAIR/MAINTEN	\$75.14	9350 truck tires
E	101-43000-402	CITY TRUCK REPAIR/MAINTEN	\$601.07	9350 truck tires
		Total SAM'S CLUB	\$751.35	
Paid Chk#	020857	8/9/2011	TEE SQUARED SCREENPRINTING & D	
E	201-45600-368	FUN RUN/WALK	\$300.00	4786 5K t-shirts
		otal TEE SQUARED SCREENPRINTING & D	\$300.00	
Paid Chk#	020858	8/9/2011	XCEL ENERGY, STREET LIGHTING	
E	101-43000-380	STREET LIGHT UTILITY	\$517.16	382963509 7/11 street lights
		Total XCEL ENERGY, STREET LIGHTING	\$517.16	
		10100 NORTH STAR CHECKING	\$2,744.69	

CITY OF LAUDERDALE
***Check Detail Register©**

AUGUST 2011

	Check Amt	Invoice	Comment
Fund Summary			
		10100	NORTH STAR CHECKING
101 GENERAL	\$1,433.92		
201 COMMUNITY EVENTS	\$1,123.01		
202 COMMUNICATIONS	\$37.48		
601 SEWER UTILITIES	\$75.14		
602 STORM SEWER ENTERPRISE FUND	\$75.14		
	<hr/>		
	\$2,744.69		

ACTION REQUESTED	LAUDERDALE COUNCIL
Consent <u> X </u>	MEETING DATE <u> August 9, 2011 </u>
Special <u> </u>	ITEM NUMBER <u> PCIC Appointment </u>
Public Hearing <u> </u>	STAFF INITIAL <u> Jim </u>
Report <u> </u>	APPROVED BY ADMINISTRATOR <u> </u>
Discussion/Action <u> </u>	
Resolution <u> </u>	
Work session <u> </u>	

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The following applicant has applied for appointment to the committee:

- 1) Nicole Johnson, 1707 Carl Street.

Nicole moved to Lauderdale in August. She would like to be involved in the community and help with city events. Appointment of Nicole would bring the number of members to four including Trygve Hansen, Monica Gallagher, and Peiju Picard.

OPTIONS:

- 1) Appoint Nicole Johnson to the Park & Community Involvement Committee.
- 2) Do not appoint Nicole Johnson to the Park & Community Involvement Committee.

STAFF RECOMMENDATION:

By approving the consent agenda, you are appointing Nicole Johnson to the Park & Community Involvement Committee for a two year term.

COUNCIL ACTION:

City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113
Phone: 651-792-7650 Fax: 651-631-2066

VOLUNTEER APPLICATION

651-642-5828 W

Name: Nicole Johnson Phone Number: 952-221-0772
Address: 1707 Oak Street Cell Number: SAME ↑
City: Lauderdale State MN Zip: 55113
E-mail: nicole.johnson@ergodyne.com

AREAS OF INTEREST Garden Club Neighborhood Watch Other

I would like to be appointed to the Park and Community Involvement Committee (PCIC)
- Meets about once/month on 1st or 3rd Mondays at 6:30 p.m. at city hall.

I do not wish to be appointed to the PCIC, but would like to help with the following Special Events:
 Snow Commotion City Wide Garage Sale Music under the Trees
 Day in the Park Community Run/Walk Halloween

Please list any special hobbies, skills or talents which you are willing to share

I WORK FOR A COMPANY IN ST. PAUL AND I COORDINATE TRADESHOWS AND CORPORATE EVENTS. I LOVE RUNNING & HAVE WORKED PLANNING ETS.

If you are seeking an appointment to the PCIC, please provide a short paragraph summarizing why

My passion is event planning. My current position allows me to plan events in a corporate setting but I am looking for a way to get involved in my community and gain event planning experience.

Briefly describe your background, experience and any other information not previously given which you believe should be considered regarding the appointment you are seeking.

I AM IN CHARGE OF PLANNING THE 7TH LARGEST CHARITY IN MN, US ROSES, IN PELOR LAKE & LEGENDS & HAVE LOTS OF OTHER EVENT EXPERIENCE. MY FIANCÉ & I MOVED TO LAUDERDALE IN APRIL & I WOULD LOVE THE OPPORTUNITY TO GET INVOLVED.

Participation Waiver: I, the undersigned, do hereby agree to participate in the aforementioned activity(ies) and I further agree to indemnify and hold the City harmless from and against any and all liability for any injury which may be suffered by the aforementioned individual(s) rising out of, or in any way connected with, his/her participation in this activity. The City periodically takes pictures or video of participants during meetings, special events and programs. Please be aware that these photos or video may be used in the City's brochures, pamphlets or cable presentations. If you or your family members do not want to be photographed or published you must give us written notice.

Nicole Johnson
Applicant's Signature

Nicole Johnson
Applicant's Name Printed

8/3/11
Date

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date August 9, 2011

ITEM NUMBER 2Q11 Investment Report

STAFF INITIAL HAB

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The attached report and spreadsheet reflect the City's investment activity for the second quarter of 2011.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council acknowledges the Second Quarter 2011 Investment Report.

COUNCIL ACTION:

**City of Lauderdale
Second Quarter Investment Report
August 9, 2011**

The quarter ended with a general fund balance of \$331,172.97 and cash and investments totaling \$2,653,673.64. That is the total of all fund balances including the 601 and 602 sewer enterprise funds. Since the City pools the fund balances for investment purposes, at quarter end \$2,418,579.87 was invested. \$1,128,698.40 was invested in money market funds and \$1,289,881.47 in certificates of deposit (CDs).

The City purchased one CDs this quarter.

- Beal Bank (TX) at 0.50% for 12 months.

The money market rates remain terrible. The month by month rates for the money market accounts follow.

Table 1: Average Money Market Rates: January – March 2011

	January	February	March
4M Fund	0.02%	0.02%	0.02%
4M Plus Fund	0.05%	0.05%	0.05%
SB Inst. MM	0.06%	0.07%	0.06%

	April	May	June
4M Fund	0.02%	0.02%	0.02%
4M Plus Fund	0.05%	0.05%	0.05%
SB Inst. MM	0.04%	0.02%	0.02%

This quarter, the City earned \$4,460.09 from investments compared to \$15,512.92 last quarter. Additionally, the checkbook earned \$232.25. The checkbook interest is deposited into the general fund and is not distributed among the other funds. This brings 2011 investment interest earnings to \$20,633.83. The City earned \$54,673.60 in interest in 2010.

Table 2 shows how the interest was divided between the funds and compares interest earned to the adopted budget. The funds with the largest balances get the greatest interest distributions.

Table 2: Investment Earning Distribution by Fund

Fund	2011 Budget	As of June 30
101 – General Fund	\$7,000	\$5,126.59
201 – Community Events	\$100	\$40.83
202 – Communication	\$500	\$200.07
203 – Recycling	\$1,000	\$652.45

304 – 2003 Street Improve	\$4,000	\$2,178.85
401 – Capital Improve, Street	\$6,000	\$3,116.71
402 – Capital Improve, Gen	\$1,500	\$608.48
403 – Capital Improvement, Storm Sewer	\$3,000	\$1,300.17
404 – Capital Improve, Parks	\$2,000	\$871.04
405 – TIF Projects	\$4,000	\$1,421.80
407 – Sewer Improvements	\$5,500	\$3,136.67
601 – Sewer Enterprise Fund	\$3,000	\$1,677.75
602 – Storm Sewer Enterprise Fund	\$700	\$302.42
Totals	\$38,300	\$20,633.83

At the end of the quarter, the securities were held an average of 667 days or about 22 months. Currently, investment maturity dates are laddered through May 2012. It seems doubtful rates will improve in the near future so staff will continue to ladder short-term CDs. If the rates rise, the City will be able to step up to the better rates with each maturity.

Staff provides Councilors the investment spreadsheet as an internal control procedure required by the auditor. As always, staff is available to answer questions and provide the Council with research related to the City's investments.

2011 City of Lauderdale Investments

Smith Barney	FDIC	CUSIP	% Rate	Approx. Holding In Days	Maturity Date	Purch Date	Balance 12/31/2010	Purchases	Sales	Transfers In	Transfers out	Interest/Dividends	Balance 1/31/2011	Purchases	Sales	Transfers In	Transfers out	Interest/Dividends	Balance 2/28/2011	Purchases	Sales	Transfers In	
Inst. Gov't Money Market							63,702.02	-	-	-	-	3.45	\$63,705.47	-	-	97,234.06	-	4.03	160,943.56	100,000.00	200,000.00	90,272.74	
CD GE Capital Finance (UT-semi Sept 11)	33779	381601-	1.350	1096	3/11/2014	3/11/2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CD BMW Bank of North America (UT-semi Sept 11)	35141	05568P-	1.150	915	9/11/2013	3/11/2011	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CD Aurora Bank FSB (QE - Int. Jan & July)	30880	05155T1	0.850	730	7/15/2013		-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
CD MetLife Bank, NJ (semi-Int)	36355	89155T-	0.950	547	3/29/2012	9/29/2010	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	272.74	-	-
CD Capitalark (semi-Int)	57529	08798A-	2.550	731	2/25/2011	2/25/2009	96,000.00	-	-	-	-	-	96,000.00	-	-	-	-	-	1,234.06	0.00	-	-	-
Future purchases													259,702.02			97,234.06		1,238.09	260,943.56	200,000.00	200,272.74	90,272.74	
Portfolio Value							259,702.02					3.45	\$259,705.47			97,234.06		1,238.09	260,943.56	200,000.00	200,272.74	90,272.74	
Northland																							
Money Market							95,520.91	-	-	100,184.98	100,000.00	-	184.98	96,520.91	-	-	179.01	-	382.89	-	-	173.05	
CD First Republic Bank, NC (Jumbo)	3510		1.750	730	5/20/2012	5/20/2010	95,520.91	-	-	-	-	-	95,520.91	-	-	-	-	-	96,520.91	-	-	-	
CD Orange Bank of Florida (Mo Int)	57860	68407A-	2.200	815	1/30/2012	7/29/2009	99,000.00	-	-	-	-	-	99,000.00	-	-	-	-	-	99,000.00	-	-	-	
CD Wilmington Trust (DE)	680	37180A-	0.450	385	10/28/2011	10/28/2010	100,007.00	-	184.98	-	-	184.98	100,007.00	-	-	-	-	179.01	100,007.00	-	-	173.05	
CD First Financial Bank, Dakota Dunes, SD	1673	31795T-	0.500	385	9/23/2011	9/24/2010	99,510.85	-	-	-	-	-	99,510.85	-	-	-	-	-	99,510.85	-	-	-	
CD Bank of New Jersey	58175	06393T1	1.200	547	6/28/2011	12/30/2009	98,241.59	-	-	-	-	-	98,241.59	-	-	-	-	-	98,241.59	-	-	-	
CD KeyBank National Association, Cleveland, OH	17534	40393B-	4.174	1096	1/24/2011	1/24/2008	88,334.82	-	-	-	-	11,665.18	-	-	-	-	-	-	-	-	-	-	
Future purchases													483,470.33			179.01		179.01	483,649.34			173.05	
Portfolio Value							581,620.17			100,184.98	100,000.00	11,850.16	\$483,470.33			179.01		179.01	483,649.34			173.05	
RBC Dain Rauscher																							
Money Market							100,000.00	-	-	169.01	169.01	84.33	100,000.00	-	-	166.27	166.27	82.19	100,000.00	-	-	79.45	
CD Community Bank South, Parsons, TN (Mo. Int)	18848	20404U	1.000	730	10/29/2012	10/29/2010	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	
CD Ally Bank, Midvale, UT (Apr/Oct)	57883	02004M	0.700	548	4/30/2012	10/29/2010	100,000.00	-	84.33	-	169.01	84.33	100,000.00	-	-	-	-	-	100,000.00	-	-	-	
CD Beal Bank (TX)	32574	07370A-	0.500	385	4/11/2012	4/13/2011	100,000.00	-	-	-	-	-	100,000.00	-	-	-	-	-	100,000.00	-	-	-	
CD PlainsCapital Bank (TX)	17491		0.750	450	6/26/2011	5/26/2010	100,000.00	-	84.08	-	-	84.08	100,000.00	-	-	-	-	-	100,000.00	-	-	-	
CD Parkway Bank & Trust (Mo. Int)	19068	70153R	1.000	457	3/30/2011	12/30/2009	99,000.00	-	-	-	-	-	99,000.00	-	-	-	-	-	99,000.00	-	-	99,154.81	
Future purchases													399,000.00			166.27		166.27	399,000.00			99,234.06	
Portfolio Value							399,000.00			169.01	169.01	169.01	\$399,000.00			166.27		166.27	399,000.00			99,234.06	
Piper Jaffrey																							
Money Market							99,000.00	-	-	-	-	-	99,000.00	-	-	-	-	-	99,000.00	-	-	-	
CD Community Bank, Pictious County, GA	35513	2035731	2.000	821	11/10/2011	8/11/2009	99,000.00	-	166.16	-	-	166.16	99,000.00	-	-	-	-	-	99,000.00	-	-	345.55	
CD Tennessee Commerce Bank, Franklin, TN (Mo. Int)	32286	060511-	2.550	730	5/11/2011	5/11/2009	99,000.00	-	214.41	-	-	214.41	99,000.00	-	-	-	-	-	99,000.00	-	-	193.86	
Future purchases													196,382.57			382.57		382.57	196,382.57			345.55	
Portfolio Value							198,000.00			382.57	382.57	382.57	\$198,000.00			382.57		382.57	196,382.57			345.55	
ICD Securities																							
Money Market							95,674.97	-	-	-	-	-	95,674.97	-	-	-	-	-	95,674.97	-	-	-	
CD Discover Bank, DE	5648		2.000	825	10/26/2011	7/23/2009	95,674.97	-	-	-	-	-	95,674.97	-	-	-	-	-	95,674.97	-	-	-	
Future purchases													95,674.97						95,674.97			-	
Portfolio Value							95,674.97						\$95,674.97						95,674.97			-	
4M Funds																							
Invest Fund							585,707.73	-	-	100,169.01	430,000.00	7.20	285,885.94	-	-	-	-	-	191,053.12	-	-	-	
Plus Fund							824,284.54	-	-	-	-	40.91	824,325.45	-	-	-	-	-	824,354.73	-	-	96,234.06	
Future purchases													1,030,209.39			166.27		75,000.00	1,015,407.85			-	
Total Account							1,419,992.27			100,169.01	430,000.00	48.11	1,090,209.39			166.27		75,000.00	1,015,407.85			96,234.06	
TOTAL INVESTMENTS AND CDS.							2,953,882.43		169.01	100,338.02	430,169.01	12,453.30	2,536,060.16			97,400.33		1,986.13	2,463,058.29			238,740.86	
From "Cash Balances"																							
101-10400 Invest																							
Actual Bal. 101-10100																							
From "Cash Balances"																							
101-10400 Invest																							
Actual Bal. 101-10100																							
Inv Bal BS																							
Interest																							
New Balance																							
667.1 Days																							

** Average holding of Current CDS/Agencies

Transfers out	Balance 11/30/2011	Purchases	Sales	Transfers in	Transfers out	Interest/Dividends	Balance 12/31/2011	Balance 12/31/2010	YTD Purchases	YTD Sales	YTD Trans in	YTD Trans out	YTD Int/Dividends	Balance 12/31/2011
-	51,223.94	-	-	-	-	-	51,223.94	63,702.02	-	200,000.00	187,506.80	-	15.12	51,223.94
-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	-	-	-	-	100,000.00
-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	-	-	-	-	100,000.00
-	100,000.00	-	-	-	-	-	100,000.00	272.74	-	-	-	-	272.74	100,000.00
-	0.00	-	-	-	-	-	0.00	97,234.06	-	-	-	-	1,234.06	0.00
-	351,223.94	-	-	-	-	-	351,223.94	297,506.80	200,000.00	187,506.80	-	-	1,521.92	351,223.94
-	95,520.91	-	-	-	-	-	95,520.91	-	-	201,086.01	201,086.01	-	-	95,520.91
-	99,005.00	-	-	-	-	-	99,005.00	179.01	-	-	-	-	179.01	99,005.00
-	100,007.00	-	-	-	-	-	100,007.00	907.00	-	-	-	-	907.00	100,007.00
-	99,510.85	-	-	-	-	-	99,510.85	-	-	-	-	-	-	99,510.85
-	(0.00)	-	-	-	-	-	(0.00)	100,000.00	-	-	-	-	1,756.41	(0.00)
-	395,043.76	-	-	-	-	-	395,043.76	100,000.00	100,000.00	201,086.01	201,086.01	-	11,663.16	395,043.76
-	100,000.00	-	-	-	-	-	100,000.00	-	-	100,542.35	100,542.35	-	-	100,000.00
-	100,000.00	-	-	-	-	-	100,000.00	498.52	-	-	-	-	498.52	100,000.00
-	100,000.00	-	-	-	-	-	100,000.00	349.04	-	-	-	-	349.04	100,000.00
-	100,000.00	-	-	-	-	-	100,000.00	-	100,000.00	-	-	-	-	100,000.00
-	(0.00)	-	-	-	-	-	(0.00)	371.92	-	-	-	-	371.92	100,000.00
-	400,000.00	-	-	-	-	-	400,000.00	99,322.77	-	-	-	-	322.77	(0.00)
-	168.16	-	-	-	-	-	168.16	100,542.35	100,542.35	100,542.35	100,542.35	-	1,542.35	400,000.00
-	99,162.74	-	-	-	-	-	99,162.74	-	-	-	-	-	-	99,162.74
-	0.00	-	-	-	-	-	0.00	824.53	-	-	-	-	824.53	168.16
-	99,330.90	-	-	-	-	-	99,330.90	100,207.12	-	-	-	-	1,207.12	99,162.74
-	95,674.97	-	-	-	-	-	95,674.97	-	-	-	-	-	-	0.00
-	95,674.97	-	-	-	-	-	95,674.97	101,031.65	-	100,549.08	100,480.92	-	-	95,674.97
-	167,353.00	-	-	-	-	-	167,353.00	-	-	-	-	-	-	167,353.00
-	909,953.30	-	-	-	-	-	909,953.30	-	-	301,528.36	730,000.00	-	16.91	167,353.00
-	1,077,306.30	-	-	-	-	-	1,077,306.30	-	-	250,480.92	165,000.00	-	187.84	909,953.30
-	2,418,579.87	-	-	-	-	-	2,418,579.87	1,419,892.27	-	552,109.28	895,000.00	-	204.75	1,077,306.30
-	395,043.76	-	-	-	-	-	395,043.76	300,000.00	700,166.81	1,141,893.52	1,207,109.28	-	19,973.01	2,418,579.87

By Broker	Amount	%
North Barry	351,223.94	14.5%
RSC Dan Raucher	350,043.76	16.5%
Piper Jaffrey	400,000.00	16.5%
Financial Northeastern Company	99,330.90	9.2%
ICD Securities	95,674.97	4.0%
League of MN Cities	1,077,306.30	44.5%
Total	2,418,579.87	105.1%

By Type	Amount	%
Money Market	1,128,698.40	46.7%
Fed Agency	0.00	0.0%
Commercial Paper	0.00	0.0%
Treasury	0.00	0.0%
Certificate of Deposit	1,289,881.47	53.3%
Total	2,418,579.87	53.3%

By holding period (from purchase date)	Amount	%
1 to 2 years	786,935.76	32.9%
2 to 3 years	484,647.71	20.0%
3 years & over	1,128,698.40	46.7%
No time limit	0.00	0.0%
Total	2,418,579.87	100.0%

From "Cash Balances"
101-10400 Invest
Actual Bal. 101-10100

Inv Bal BS
Interest
New Balance

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date August 9, 2011

ITEM NUMBER Eustis Street Televis Quote

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

As discussed a couple of weeks ago, assessing the condition of the sanitary sewer on Eustis Street would be the next step before negotiating any further with Ramsey County. Infratech has been televising the City's sewers for the last couple of years. Their price hasn't changed, it is still \$210/hour. They anticipate it would take 9-11 hours for the section from Lar-penteur to Roselawn (\$1,890 - \$2,310). We are billed for the hours they work.

The televising would be paid for out of the sanitary sewer or TIF fund.

OPTIONS:

- Approve Infratech's quote for televising Eustis Street.
- Do not approve Infratech's quote for televising Eustis Street.

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves Infratech's rate for televising the sanitary sewer on Eustis Street.

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Action Requested

Consent X
Public Hearing
Discussion
Action
Resolution
Work Session

Meeting Date August 9, 2011

ITEM NUMBER Tree Trimming Agreement

STAFF INITIAL 

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Annually, we receive a visit by a loss control consultant from Berkeley Risk on behalf of the League of Minnesota Cities Insurance Trust (LMCIT). One of the items they strongly encouraged this year was service agreements with all contractors. The city regularly hires contractors to provide street sweeping and tree trimming services. Following is the tree trimming agreement with Bluechip Tree Co. The agreement lays out the services to be provided, but more importantly, deals with issues related to liability.

OPTIONS:

STAFF RECOMMENDATION:

By approving the consent agenda, the Council approves the service agreement with Bluechip Tree Co.

COUNCIL ACTION:

Contract between the City of Lauderdale and Blue Chip Tree Company

This contract (the "Agreement") is made and entered into this 9 day of August, 2011, between the City of Lauderdale, Minnesota (the "City"), and Blue Chip Tree Company, (the "Contractor"), (collectively, the "Parties").

1. Scope of Services. The Contractor agrees to perform the following services: trim and remove trees as directed by the Public Works Coordinator or city designee. Chip and haul away all debris.

2. Compensation. The City agrees to pay the Contractor for services rendered. The City shall not withhold monies for the payment of any federal or state income taxes, social security benefits, or other taxes.

3. Term. This agreement is applicable for all trimming and tree removal completed in 2011.

4. Independent Contractor Relationship. It is expressly understood that the Contractor is an "independent contractor" and not an employee of the City. The Contractor shall have control over the manner in which the services are performed under this Agreement. The Contractor shall supply, at its own expense, all materials, supplies, equipment and tools required to accomplish the work contemplated by this Agreement. The Contractor shall not be entitled to any benefits from the City, including, without limitation, insurance benefits, sick and vacation leave, workers' compensation benefits, unemployment compensation, disability, severance pay, or retirement benefits.

5. Insurance Requirements.

A. Liability. The Contractor agrees to maintain commercial general liability insurance in a minimum amount of \$1,000,000 per occurrence. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be named as an additional insured.

B. Automobile Liability. If the Contractor operates a motor vehicle in performing the services under this Agreement, the Contractor shall maintain automobile liability insurance, including owned, hired, and non-owned automobiles, with a minimum liability limit of \$1,000,000 combined single limit. The City shall be named as an additional insured.

C. Workers' Compensation. The Contractor agrees to comply with all applicable workers' compensation laws in Minnesota.

D. Certificate of Insurance. The Contractor shall, prior to commencing services, deliver to the City a Certificate of Insurance as evidence that the above coverages are in full force and effect.

6. Indemnification. The Contractor agrees to defend and indemnify the City, and its employees, officials, volunteers and agents from and against all claims, actions, damages, losses and

expenses arising out of the Contractor's performance or failure to perform its duties under this Agreement.

7. General Provisions.

- A. Entire Agreement. This Agreement supersedes any prior or contemporaneous representations or agreements, whether written or oral, between the Parties and contains the entire agreement.
- B. Assignment. The Contractor may not assign this Agreement to any other person unless written consent is obtained from the City.
- C. Amendments. Any modification or amendment to this Agreement shall require a written agreement signed by both Parties.
- D. Governing Law. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Minnesota.
- E. Savings Clause. If any court finds any portion of this Agreement to be contrary to law or invalid, the remainder of the Agreement will remain in full force and effect.
- F. Waivers. The waiver by either party of any breach or failure to comply with any provision of this Agreement by the other party shall not be construed as, or constitute a continuing waiver of such provision or a waiver of any other breach of or failure to comply with any other provision of this Agreement.
- G. No Waiver by City. By entering into this agreement, the City does not waive its entitlement to any immunity under statute or common law.
- H. Termination. Either party may terminate this agreement at any time for any reason. If the contract is terminated early, the City will pay a pro rated fee for services performed to date.


IN WITNESS WHEREOF, the Parties, have caused this Agreement to be approved on the date above.

City of Lauderdale, Minnesota

By: _____
Its Mayor

And: _____
Its Clerk/City Administrator

Blue Chip Tree Company

By:  _____
Contractor

MEMO

DATE: AUGUST 9, 2011
TO: MAYOR AND COUNCIL
FROM: JIM BOWNIK
RE: VARIANCE APPLICATION FOR 1732 MALVERN STREET

APPLICANT, PROPERTY OWNER, AND LOCATION

Mike & Lindsey Gruttadaurio
1732 Malvern Street
Lauderdale, MN 55113

PROPOSAL

Construction of an open deck on the front of the house in the R-1 District.

VARIANCE REQUESTED

1) 9-foot variance to the 30-foot front yard setback requirements to construct an open deck up to 21 feet of the front property line.

POLICIES AND PROCEDURES FOR VARIANCE APPROVAL

In reviewing this variance request, the Council should consider the Zoning Ordinance requirements as well as relevant State Statutes. These requirements are outlined on the attached Variance Checklist.

Here is the general order of procedure.

- 1) Staff presentation.
 - Apply the Practical Difficulties Test
- 3) Public Hearing.
- 4) Approve or deny the variance.

PRACTICAL DIFFICULTY TEST

The municipal variance standard requires the city to apply a three-factor test for "practical difficulties" consisting of (1) reasonableness, (2) uniqueness, and (3) essential character.

A variance should be granted if strict enforcement of the municipal variance standard as applied to a particular piece of property would cause the landowner a "practical difficulty." The landowner is generally entitled to the variance if and only if the applicant meets the statutory three-factor test for practical difficulty. If the applicant does not meet all three factors of the statutory test, then a variance should not be granted.

- 1) **The property in question cannot be put to a reasonable use if used under conditions allowed by the official controls:**

- In general, one can conclude that “reasonable use” can be achieved with most variance requests. However, since the house was built at the required 30 foot front yard setback distance, any addition to the front of the house would require a variance.

2) The plight of the landowner is due to circumstances unique to the property not created by the landowner:

- The property is not unique, however, the plight of the landowner was not created by the landowner.

3) The variance, if granted, will not alter the essential character of the locality:

- The City has granted variances to front yard setbacks in the past.
- A variance for a deck on the front of the house would not impact the essential character of the neighborhood. For instance, the house to the north has a deck on the front of the house, and the house to the south received a variance for a covered front entryway.

ESTABLISHING THE FINDINGS OF FACT (Based on Answers to Questions on the Variance Checklist)

A) How does the proposal put your property to use in a reasonable manner?

The applicant has stated that the deck will replace steps to the front door that have collapsed. It will also create usable outdoor living space.

B) What are the unique circumstances to the property not created by the landowner?

The applicant has stated that the house was constructed at the 30-foot front yard setback, so any deck addition to the front of the house will require a variance.

C) How will a variance, if granted, not alter the essential character of the locality?

The applicant has stated that the deck will not alter the character of the house, will still leave 21 feet between the deck and the front property line, and will not add impervious surface to the lot.

D) How is granting of a variance in harmony with the purposes and intent of the Zoning Ordinance?

The applicant has stated that the Lauderdale Zoning Ordinance allows for the City Council to consider requests for variance to setback requirements.

E) How are the terms of a variance consistent with the Comprehensive Plan?

The applicant has stated that the request is in keeping with the comprehensive plan because the proposed project does not change the character of the neighborhood, and improves the property.

ENCLOSURES

A) Original variance application, site plan and variance checklist.

PUBLIC HEARING

Adjacent property owners received notice of tonight's public hearing.

CITY COUNCIL ACTION OPTIONS

1) Motion to approve the variance and direct staff to prepare a resolution of approval with findings of fact for the next meeting.

- Conditions may be imposed on granting of variances if those conditions are directly related to and bear a rough proportionality to the impact created by the variance.

2) Motion to deny the variance and direct staff to prepare a resolution of denial with findings of fact for the next meeting.

- If the variance is denied, state the rationale for the denial in the motion.

CITY OF LAUDERDALE VARIANCE CHECKLIST

The following requirements must be met in order for your variance application to be considered complete:

- 1) Have a pre-application meeting with city staff before submitting a variance application. Please bring the completed application and all required documents to this meeting.
- 2) Submit the following:
 - A) Variance application and fee.
 - B) Site Plan:
 - Drawn to scale.
 - Delineating your property lines (by locating property stakes, submitting a Certificate of Survey, or other means).
 - Showing lot lines, street names, locations and dimensions of all existing or proposed buildings, setback distances, parking areas, lot coverage percentage (as defined by structures covered by a roof) and any other pertinent site information.
- 3) Describe your proposed project and why you are requesting a variance.
- 4) Answer the following questions:
 - A) How does the proposal put your property to use in a reasonable manner?
 - B) What are the unique circumstances to the property not created by the landowner?
 - C) How will a variance, if granted, not alter the essential character of the locality?
 - D) How is granting of a variance in harmony with the purposes and intent of the Zoning Ordinance (Lauderdale's Zoning Ordinance can be found online at www.ci.lauderdale.mn.us)?
 - E) How are the terms of a variance consistent with the Comprehensive Plan (Lauderdale's Comprehensive Plan can be found online at www.ci.lauderdale.mn.us)?

Information You Should Know

- The municipal variance standard requires the city to apply a three-factor test for "practical difficulties" consisting of (1) reasonableness, (2) uniqueness, and (3) essential character.
- Thus, the city is required to adopt findings based on the questions above.
- Conditions may be imposed on granting of variances if those conditions are directly related to and bear a rough proportionality to the impact created by the variance.

LAND USE APPLICATION

Date: ~~6/29/11~~ 7-1-11

Fee	Escrow	Type of Request	Description of Request
\$100	\$ 0	<input type="checkbox"/> Lot Consolidation/Division	Application for variance to the front setback for front deck.
\$150	\$ 0	<input checked="" type="checkbox"/> Variance	
\$200	\$ 0	<input type="checkbox"/> Conditional Use	
\$500	\$1,000	<input type="checkbox"/> Zoning Amendment	
\$500	\$1,000	<input type="checkbox"/> Subdivision	
\$500	\$1,000	<input type="checkbox"/> PUD	

Applicant Information

Name: Mike & Lindsey Muttadawino
 Address: 1732 Malvern St
 C, S, Z: _____
 Phone: 1012-741-4041
 Email: lindsey888@vzw.blackberry.net
 Signature: Lindsey Muttadawino

Owner Information (if different)

Name: _____
 Address: _____
 C, S, Z: _____
 Phone: _____
 Email: _____
 Signature: _____

By signing above, the applicant agrees to pay the application fee and deposit an escrow fee to cover the city's consultants' costs associated with reviewing the associated request. Prior to having the request considered by the city, the applicant must deposit an escrow fee in an amount that is estimated to cover the city's consultants' costs as determined by the city administrator. If the city's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The city shall use the applicant's fees to cover the city's actual consultants' costs in reviewing the request regardless of the city's action on the applicant's request. If the applicant's escrow fees exceed the city's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

Review Timeline: All applications, other than concept plans, must be complete before being formally reviewed. Minnesota Statute provides 15 days to determine the application's completeness. Completeness depends on whether or not the checklist items are fulfilled.

Checklist: Please review the checklist for the type of application you are applying for.

For Office Use Only	PIN#:
Date of Complete Application: <u>7-1-11</u>	Amount Paid: _____ Receipt #: <u>10160</u>
Escrow Fee Paid: <u>—</u>	Receipt #: <u>—</u> Date Escrow Returned: <u>—</u>
PC Recommendation: (approve/deny) <u>—</u>	Meeting Date: <u>—</u>
Public Hearing Date: <u>8-9-11</u>	CC Action: <u>(approved)</u> Meeting Date: <u>8-9-11</u>
Conditions?	

TO: City Council/City of Lauderdale

FROM: Mike and Lindsey Gruttadaurio

RE: Variance Application and Proposal, Front Deck,
1732 Malvern St.

Enclosed is our application for a variance for 1732 Malvern St. The project involved is a deck that will be attached to the house at the front wall and a portion of the south wall.

The purpose of the deck is two-fold: to replace collapsed stairs to the front door, and to create a recreational space in the front of the house. Essentially, the deck will measure 9 feet from each wall, it will stand 24 inches above ground level, and it will include a staircase directly in front of the front door from the front walkway.

While the 9-foot span of each side of the deck will keep the deck within reasonable size and create usable space, the 9-foot span on the front of the house will require a variance for the 30-foot setback requirement. This portion of the deck will leave 21 feet to the front property line.

The Lauderdale Zoning Ordinance allows for variance applications for project such as this. Sections 10-8-6 and 10-8-8 indicate the setback requirements that apply in this case, and our application is for a variance exception on the front setback.

The deck design is in keeping with the character of the house, and it will not cover a large portion of the front and side of the lot. This house is set off to the north side of the lot, so that the front yard and side yard can actually be used as one yard. The deck will be built into that space and further enable the use of both sections of the yard. The deck will never be enclosed or screened, nor will it have an impervious surface.

The Lauderdale Comprehensive Plan indicates that projects such as this should be in keeping with the character of the neighborhood and should improve the property. This deck will provide access through the front of the house and will provide recreational space within the front and side yards that is not currently used as such, which will improve the home and yard. Furthermore, the style and size of the deck will conform to the City's requirements for decks and will not compete with or alter the character of the home itself or any of the surrounding homes, nor will it impede access to any other part of the property.

We have enclosed a photograph of the home and the construction plans for the deck, the Land Use Application, a check for \$150, and the aerial view of the home with the measurements from the front and side property lines.

Please contact Lindsey Gruttadaurio to discuss this matter further at 612-741-4041.

Thank you for your assistance in this matter.

Design #: 18507

MENARDS®

Design It™

6/25/2011

*** Take this sheet to the Building Materials desk to purchase your materials. ***

You selected a 1 level deck with:

Pressure Treated Framing Material

4 x 4 Framing Posts

5/4" x 6" Pressure Treated Deck Boards

Poured Footings 8" Tube 4' deep

Premium Gold Combo Drive Screws

Galvanized Framing Fasteners

Handrail selections:

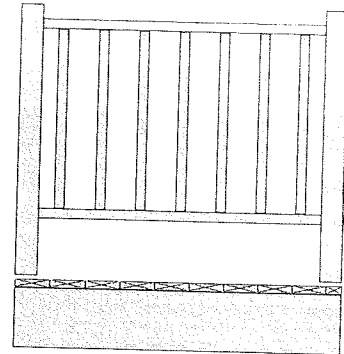
36" Horizontal Handrail Railing

2"x2"x36" Pressure Treated Sq. End Spindles

4"x4"x48" Pressure Treated Utop Notched Railing Posts

2"x4" Pressure Treated Hand Rail

Below is a section of the railing style and options you have selected for your deck.



Spindle placement is approx. 4" apart depending on style

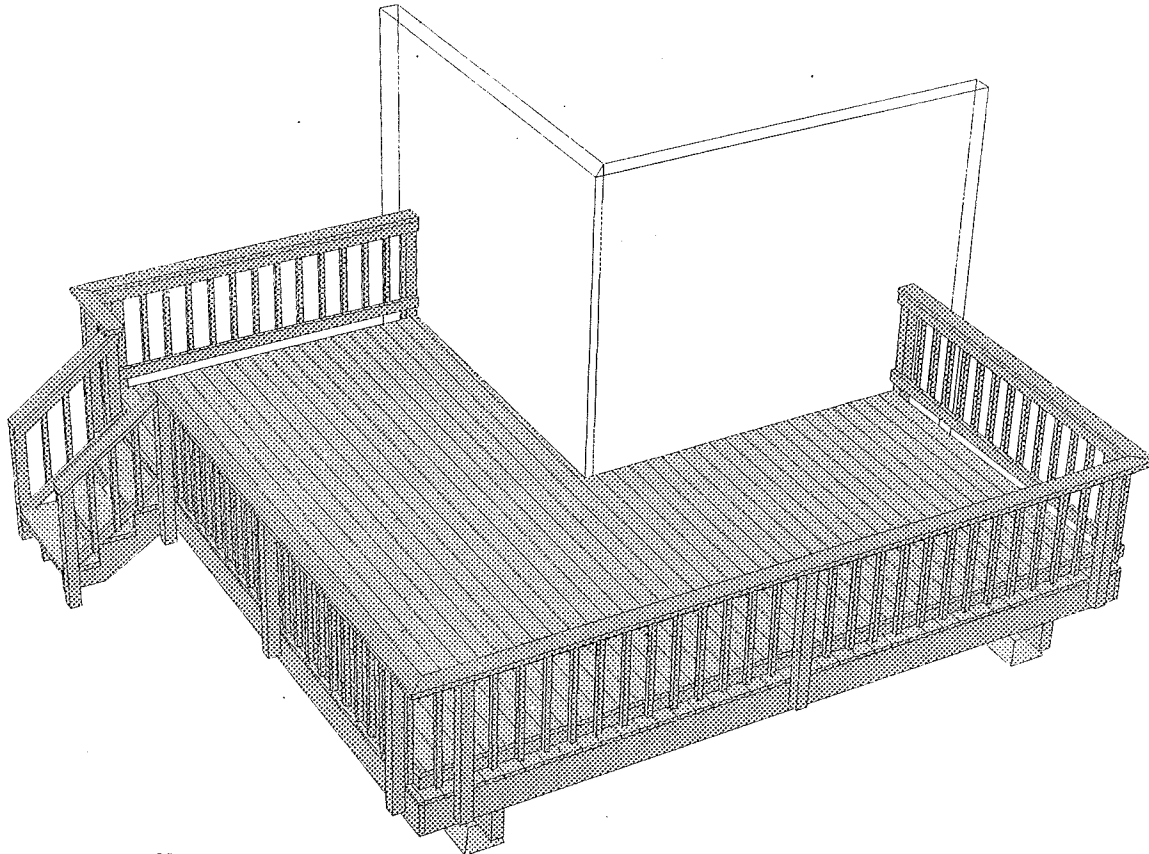


Illustration intended to show general deck size and shape.
Some options selected may not be shown for picture clarity.

Today's cost for materials estimated in this design with options: **\$1,325.19**

*The base price includes: 40 PSF deck live load, AC2 treated - horizontal 2x6 deck boards, 4x4 posts, 2x8 joists and beams, galvanized framing fasteners, AC2 treated 36" Vertical handrail to joist without posts, and premium screws.

*(BASE price): \$969.81

If purchased today, you save: \$106.22

Monthly BIG Card Payment would be: \$37.22

You may buy all the materials or any part at low cash and carry prices. Because of the wide variable in codes, Menards cannot guarantee that materials listed will meet your code requirements. Check with your local municipality for plan compliance and building permit. These plans are suggested designs and materials lists only. Some items may vary from those pictured. We do not guarantee the completeness or prices of these structures. Tax, labor and delivery not included.



- Municipalities
- Road Centerlines (County)
- County Road
- Interstate Hwy
- State Hwy
- Roads
- Water
- Structures
- Parcel Polygons
- 2009 Color Aerials
- Highway Shields
- Street Name Labels

lot = 80' x 120'
 1/2" = 20'

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.

SOURCES: Ramsey County (May 2, 2011), The Lawrence Group; May 2, 2011 for County parcel and property records data; May 2011 for commercial and residential data; April 2009 for color aerial imagery; All other



MEMO

DATE: AUGUST 9, 2011
TO: MAYOR AND COUNCIL
FROM: JIM BOWNIK
RE: VARIANCE APPLICATION FOR 1931 CARL STREET

APPLICANT, PROPERTY OWNER, AND LOCATION

Harvey Skow
1931 Carl Street
Lauderdale, MN 55113

PROPOSAL

Construction of a retaining wall in the R-1 District.

VARIANCE REQUESTED

1) 2-foot, 8.5" variance to the 2-foot rear yard setback requirements for retaining walls to construct a retaining wall up to 8.5 inches into City of Lauderdale alley right-of-way.

POLICIES AND PROCEDURES FOR VARIANCE APPROVAL

Here is the general order of procedure.

- 1) Staff presentation.
- 2) Public Hearing.
- 3) Approve or deny the variance.

SECTION 5 OF THE SETTLEMENT AGREEMENT

SETBACK VARIANCE FOR RETAINING WALL

"The Skows shall apply for a setback variance before installing a retaining wall along the portion of their Property that abuts the Alley. City agrees that the retaining wall may be constructed in alignment with the retaining wall on the property to the North of the Skows' and will extend directly South therefrom. City also agrees to waive all fees associated with applying for said setback variance as required by the City's Ordinances and fee schedules. After receipt of a complete application from the Skows, the City will follow its ordinary, required procedures, which include but are not limited to holding a public hearing on the application. Unless new and presently unknown information surfaces, the City intends to grant the Skows' request for a setback variance.

The Skows shall submit a completed application for the setback variance, obtain approval from the City, and complete the construction and installation of said retaining wall on or before September 1, 2011. If the Skows fail to meet this deadline, the City shall not be bound by the terms of this paragraph."

ESTABLISHING THE FINDINGS OF FACT

The Findings of Fact will be determined by the language of the Settlement Agreement and the merits of the applicant's specific variance request. This can be accomplished by breaking down each sentence in the first paragraph of Section 5 in the Settlement Agreement, and comparing it with the variance request.

Settlement Agreement:

1) "The Skows shall apply for a setback variance before installing a retaining wall along the portion of their Property that abuts the Alley."

Variance Request

1) The Skows have applied for a setback variance. However, the request goes beyond the portion of their property that abuts the alley. Mr. Skow's variance application states he is requesting a "variance to allow construction of (a) retaining wall up to 8.5 inches into (the) alley ROW". Generally, the city can only grant a variance up to the property line. Anything beyond the applicant's property is considered an encroachment onto someone else's property.

Settlement Agreement:

2) "City agrees that the retaining wall may be constructed in alignment with the retaining wall on the property to the North of the Skows' and will extend directly South therefrom."

Variance Request

2) The applicant and the city have different interpretations of what "alignment with the retaining wall on the property to the North of the Skows" means. The applicant requests to align his retaining wall with the base of the neighbor's retaining wall, which is the reason for the request to be up to 8.5 inches into the alley ROW. The city's survey of the alley shows the neighbor's retaining wall abuts the property line. However, the survey is showing the top of the retaining wall.

If the applicant was allowed to align his retaining wall with the base of the neighbor's retaining wall (8.5 inches into the alley ROW) and go directly south therefrom, part of the alley pavement will likely need to be removed as his retaining wall goes south. If the applicant is required to align his retaining wall with the top of the neighbor's retaining wall, his retaining wall would abut the property line, go directly south therefrom, and no alley pavement would need cutting.

Settlement Agreement:

3) "City also agrees to waive all fees associated with applying for said setback variance as required by the City's Ordinances and fee schedules."

Variance Request

3) The City has waived the variance application fee.

Settlement Agreement:

4) 'After receipt of a complete application from the Skows, the City will follow its ordinary, required procedures, which include but are not limited to holding a public hearing on the application.'

Variance Request

4) Mr. Skow submitted a complete variance request on July 1, 2011. However, we sent a letter notifying him that his request included an encroachment onto the City's property. Since variances are not typically granted to encroach onto someone else's property, the letter asked him to modify his request into two separate requests - a 2-foot variance request up to the rear property line, and a request to encroach up to 8.5 inches onto the City's property. Mr. Skow was asked to counter sign the letter and return it. He did not counter sign the letter and return it because he elected not to modify the original request.

Settlement Agreement:

5) 'Unless new and presently unknown information surfaces, the City intends to grant the Skows' request for a setback variance.'

Variance Request

5) City staff considers the request to encroach up to 8.5 inches into the alley ROW, and the probability of removing part of the alley pavement new and presently unknown information. This is because the city and the applicant have different interpretations of sentence #2 of Section 5 of the Settlement Agreement regarding the alignment of the retaining wall.

ENCLOSURES

- A) Original variance application and site plan.
- B) Settlement Agreement.
- C) Encroachment letter from Heather dated July 15, 2011 and Mr. Skow's response dated July 17, 2011.
- D) Survey of the alley.
- E) Heather's email to Mr. Skow dated August 4, 2011.

PUBLIC HEARING

Adjacent property owners received notice of tonight's public hearing.

CITY COUNCIL ACTION OPTIONS

- 1) Ask the applicant if he is willing to modify his variance request so that he is requesting a 2-foot variance from the rear property line. This would result in his retaining wall being built up to the rear property line (and in alignment with the neighbor's retaining wall – but the top of it). It would also eliminate any encroachment into the alley ROW.
- 2) If the applicant is unwilling to modify his variance request, motion to deny the variance and direct staff to prepare a resolution of denial with findings of fact for the next meeting.
 - If the variance is denied, state the rationale for the denial in the motion.
- 3) Motion to approve the variance as presented and direct staff to prepare a resolution of approval with findings of fact for the next meeting.
- 4) Motion to approve the variance with conditions and direct staff to prepare a resolution of approval with findings of fact for the next meeting.

Possible conditions to consider include:

 - The condition that no asphalt pavement is removed in the area of retaining wall construction.
 - The condition that the applicant acknowledges responsibility for any damage to the wall that encroaches into the alley ROW

LAND USE APPLICATION

Date: ~~6-30-11~~ 7-1-11

Fee Escrow Type of Request

Description of Request

\$100 \$ 0 Lot Consolidation/Division
 \$150 \$ 0 Variance
 \$200 \$ 0 Conditional Use
 \$500 \$1,000 Zoning Amendment
 \$500 \$1,000 Subdivision
 \$500 \$1,000 PUD

Variance to allow construction of retaining wall up to 8.5' into alley ROW.

Applicant Information

Owner Information (if different)

Name: Harvey A. Skow
 Address: 1931 Carl St.
 C, S, Z: Lauderdale, MN 55113
 Phone: 651-636-1258
 Email: hskow@mac.com
 Signature: Harvey A. Skow

Name: _____
 Address: _____
 C, S, Z: _____
 Phone: _____
 Email: _____
 Signature: _____

By signing above, the applicant agrees to pay the application fee and deposit an escrow fee to cover the city's consultants' costs associated with reviewing the associated request. Prior to having the request considered by the city, the applicant must deposit an escrow fee in an amount that is estimated to cover the city's consultants' costs as determined by the city administrator. If the city's consultants' costs exceed the initial escrow deposited by the applicant, an additional escrow fee will be required to cover the additional costs. The city shall use the applicant's fees to cover the city's actual consultants' costs in reviewing the request regardless of the city's action on the applicant's request. If the applicant's escrow fees exceed the city's actual consultants' costs for reviewing the request, the remaining escrow fees shall be refunded to the applicant.

Review Timeline: All applications, other than concept plans, must be complete before being formally reviewed. Minnesota Statute provides 15 days to determine the application's completeness. Completeness depends on whether or not the checklist items are fulfilled.

Checklist: Please review the checklist for the type of application you are applying for.

For Office Use Only	PIN#:	
Date of Complete Application:	<u>7-1-11</u>	Amount Paid: <u>waived</u> Receipt #: <u>—</u>
Escrow Fee Paid:	<u>—</u>	Receipt # <u>—</u> Date Escrow Returned: <u>—</u>
PC Recommendation: (approve/deny)	Meeting Date: <u>—</u>	
Public Hearing Date: _____	CC Action: (approved/denied)	Meeting Date: _____
Conditions?	_____	

Variance application
Harvey A. Skow
1931 Carl St.
Lauderdale, MN 55113

Height of proposed retaining wall; The wall height on the N end will be 25" from alley grade to match the neighboring retaining wall. The S end will be approximately 2' 8" to match the existing ground grade. The alley grade slopes about 10" for the length of the retaining wall. The wall will slope 7" from N to S.

Type of materials; The proposed wall will be constructed of retaining wall blocks. Most probably but not definitely Mansfield II retaining wall blocks which are 5-1/2"H x 11-1/2"W x 8"D.

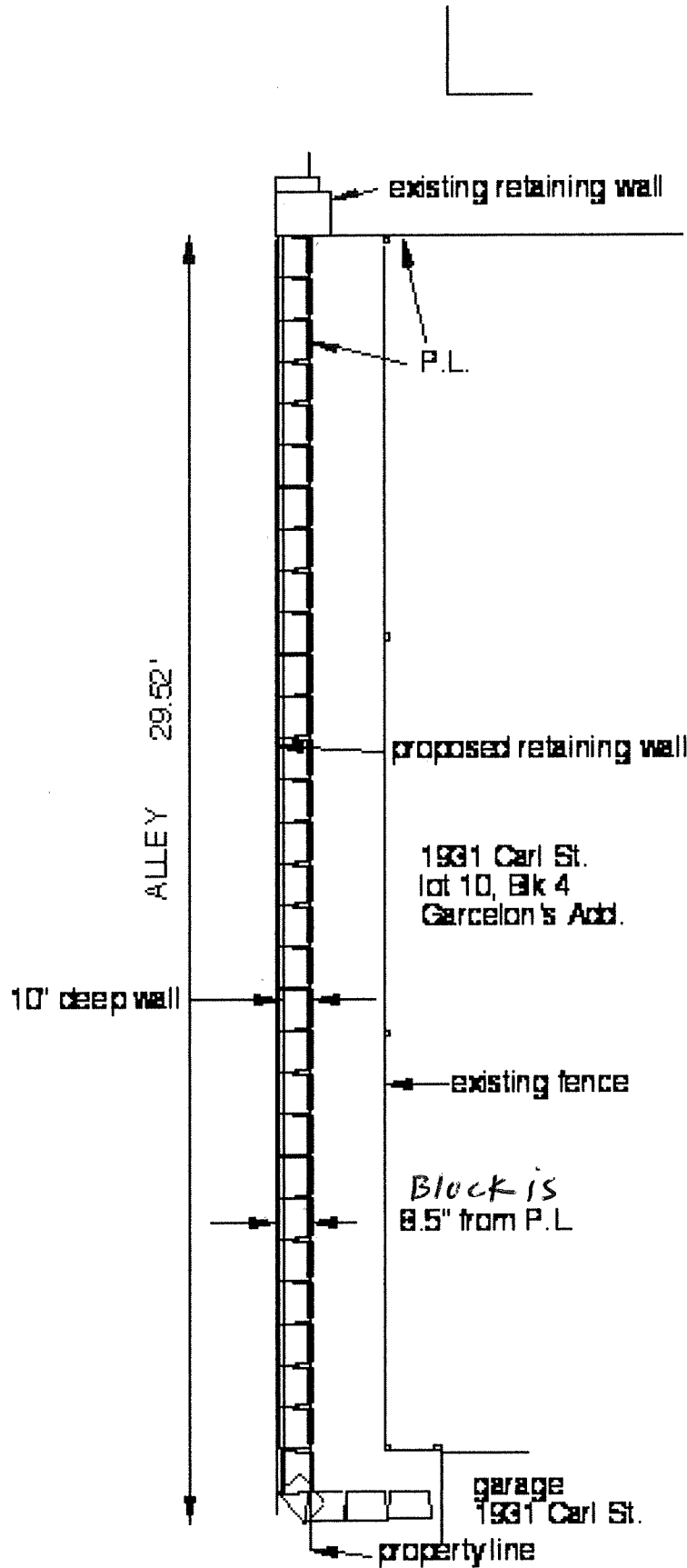
The distance of the proposed retaining wall from the existing alley pavement; The proposed retaining wall will be aligned with the neighbors retaining wall and will abut the existing pavement on the N end. I am requesting 8.5" of alley ROW and defer to the City's records for the location of the existing pavement. If pavement removal is necessary it will be sawed and the retaining wall will abut it.

**1931 Carl Street
Area of Proposed Retaining Wall**

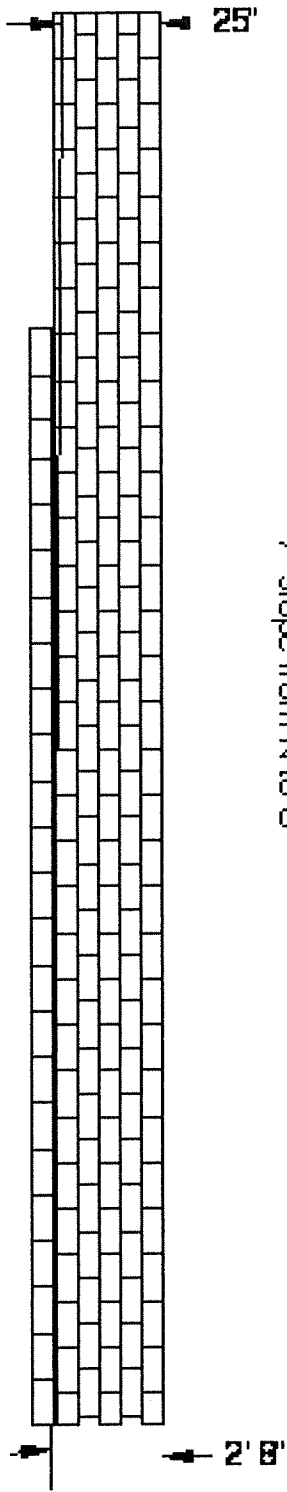


DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only.
SOURCES: Ramsey County (July 3, 2011); The Lamoreaux Group (July 3, 2011) for County parcel and property records data; April 2008 for color aerial imagery. All other

From Harvey Skow



North ↑



North ↑

SETTLEMENT AGREEMENT

THIS SETTLEMENT AGREEMENT is made this ____ day of August, 2010, by and between JEANETTE O. SKOW AND HARVEY ALLEN SKOW, husband and wife, and the CITY OF LAUDERDALE, a public corporation under the laws of Minnesota (the "City").

RECITALS

WHEREAS, Jennette and Harvey Skow (hereinafter "Plaintiffs" or "Skows") are the record owners of certain real property located at 1931 Carl Street in Lauderdale, Minnesota, legally described as follows (the "Property"):

Lot 10, Block 4, Garcelon's Addition, Ramsey County, Minnesota;

AND

Lots 11 and 12 (except the East 65 feet), Block 4, Garcelon's Addition to St. Paul, Ramsey County, Minnesota;

WHEREAS, behind and immediately west of Plaintiffs' Property is a twelve foot wide platted alley running tangential to Roselawn Avenue ("Alley");

WHEREAS, in 2002, the City paved the Alley;

WHEREAS, Plaintiffs filed a legal action against the City on April 29, 2009, alleging that the Alley improvements caused damage, encroach upon Plaintiffs' Property, and cause excessive drainage onto Plaintiffs' Property; and that the City wrongfully removed Plaintiffs' retaining wall;

WHEREAS, the Alley encroaches onto a portion of Plaintiffs' Property and eventually extends approximately 4 feet onto the Property at Roselawn Avenue; and

WHEREAS, the parties wish to resolve their differences without further cost, delay and the uncertainty of litigating the matter in the courts.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto agree and stipulate as follows:

1. REPRESENTATIONS AND WARRANTIES

The Skows represent and warrant that they hold a fee simple ownership interest in the Property, that they have full legal power and authority to encumber the Property as herein provided, and that as of the date hereof the Property is not subject to any liens, interests or encumbrances.

2. PAYMENT

The City agrees to pay the Skows Eight Thousand Five Hundred Dollars (\$8,500.00). The City shall make payment to the Skows within ten days after the City receives the Court's order for dismissal as described in paragraph 7 of this Agreement.

3. LONG TERM EASEMENT FOR USE AND MAINTENANCE OF THE ALLEY

In consideration of the payment set forth in Paragraph 2 of this Agreement and as further described in Exhibit A to this Agreement, the Skows agree to grant the City a long term easement for the use and maintenance of the Alley.

4. CITY MAINTENANCE OF EXISTING CURB

City agrees to maintain the existing asphalt curb located along the eastern edge of the alley from the southern edge of the Skow's garage to Ramsey County's right of way until the easement described in Exhibit A terminates.

5. SETBACK VARIANCE FOR RETAINING WALL

The Skows shall apply for a setback variance before installing a retaining wall along the portion of their Property that abuts the Alley. City agrees that the retaining wall may be constructed in alignment with the retaining wall on the property to the North of the Skows' and will extend directly South therefrom. City also agrees to waive all fees associated with applying for said setback variance as required by the City's Ordinances and fee schedules. After receipt of a complete application from the Skows, the City will follow its ordinary, required procedures, which include but are not limited to holding a public hearing on the application. Unless new and presently unknown information surfaces, the City intends to grant the Skows' request for a setback variance.

The Skows shall submit a completed application for the setback variance, obtain approval from the City, and complete the construction and installation of said retaining wall on or before September 1, 2011. If the Skows fail to meet this deadline, the City shall not be bound by the terms of this paragraph.

6. MUTUAL RELEASE OF ALL CLAIMS

Each party, on behalf of themselves, their heirs, administrators, representatives, successors and assigns, and anyone who obtains legal rights or claims from them, releases any and all claims they may have against the other arising out of or relating to the 2002 Alley improvements and all claims that were or could have been raised in *Harvey and Jennette Skow v. City of Lauderdale*, Ramsey County District Court File No. 62-CV-09-5832, including all claims for attorneys' fees and costs.

7. DISMISSAL OF SUIT

Contemporaneously with the execution of this Agreement, the parties shall also execute for filing a stipulation and order for dismissal with prejudice of Plaintiffs' Complaint in Ramsey County District Court (Court File No. 62-CV-09-5832).

8. NON-WAIVER

The City's delay or failure to enforce any provision of this Agreement shall not constitute a waiver of its rights to enforce that or any other provision.

By entering into this Agreement, the City does not waive its entitlement to any immunities under statute or common law.

9. ENTIRE AGREEMENT

This Agreement, together with the recitals stated above and any exhibits hereto that are incorporated by reference, states and contains the entire Agreement of the parties with respect to the subject matter hereof. No modification, release, discharge or waiver of any provision of this Agreement shall be of any force or effect unless made in writing and signed by the parties hereto. The parties acknowledge that they have not relied on any representations or statements, whether oral or written, other than the express terms of this Agreement, in signing this Agreement.

This Agreement may be modified or amended only by a writing executed by all the parties hereto under the provisions of this Agreement.

10. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Minnesota.

11. ACKNOWLEDGMENT OF READING AND UNDERSTANDING AND CONSULTATION WITH COUNSEL

The Skows, by their signatures to this Agreement, acknowledge and agree that they have carefully read and understand all provisions of this Agreement, and that they have entered into this Agreement knowingly and voluntarily. The Skows further acknowledge that the City has advised them to consult with legal counsel before signing this Agreement, and that the Skows have consulted with or had the opportunity to consult with legal counsel before signing this Agreement.

12. TITLES OF ARTICLES AND SECTIONS.

Any titles of the several parts and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing and interpreting any of its provisions.

13. COUNTERPARTS

This Agreement may be executed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument

14. SEVERABILITY

In case any one or more of the provisions of this Agreement shall be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained in this Agreement will not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the dates written below.

JEANETTE O. SKOW AND HARVEY ALLEN SKOW

Jeanette O. Skow

Date

Harvey Allen Skow

Date

CITY OF LAUDERDALE

By: _____
Jeffrey Dains, Mayor

Date

By: _____
Heather Butkowski, Clerk

Date

EXHIBIT A

(Easement Agreement)

City of Lauderdale
The Island in the Metro

CITY OF LAUDERDALE
LAUDERDALE CITY HALL
1891 WALNUT STREET
LAUDERDALE, MN 55113
651-792-7650
651-631-2066 FAX

July 15, 2011

Harvey A. Skow
1931 Carl Street
Lauderdale, MN 55113

RE: Variance Application for Retaining Wall

Dear Mr. Skow:

The City of Lauderdale received your application for a variance to construct a retaining wall on July 1, 2011. In addition to various sketches, your application indicates that you are seeking a variance "to allow construction of a retaining wall up to 8.5" into alley ROW." City code requires that retaining walls maintain a minimum setback of 2' from all property lines so a variance is needed to support your project.

The maximum variance the city could normally grant is to reduce the required setback from 2' to 0' (the property line). However, you and the city have entered into a settlement agreement whereby "the retaining wall may be constructed in alignment with the retaining wall on the property to the North of the Skows' and will extend directly south therefrom." The retaining wall on the property to the north runs at a slight northwest/southeast angle. One interpretation of the settlement agreement is that you be allowed to build your retaining wall on an identical alignment which would result in the wall extending into your property as it moves south. Another interpretation is that you be allowed to construct your retaining wall southerly from the point the neighbor's wall intersects your property line. That point may encroach slightly into the alley right-of-way but not by 8.5".

To order to avoid requiring you to obtain a survey of this area, the city is willing to adopt the second interpretation above if you agree to modify your variance request accordingly. The purpose of this letter is to seek your consent to modify your variance request as outlined above. If that is acceptable to you, please countersign this letter and return it to me by no later than 4:00 p.m. on July 21, 2011. If I have not received your letter by that date, the city will process your application as originally stated. Because your request as currently stated exceeds the terms of the settlement agreement, staff will recommend denial of the application and, in my judgment, the city council is not likely to approve it. As you are aware, the settlement agreement gives you only until September 1, 2011 to complete the construction of your retaining wall.

If you agree to modify your request as proposed and the variance is approved by the city council, you will be allowed to build your retaining wall between your north property line and your garage but the wall must be constructed entirely to the east of a line running

City of Lauderdale

The Island in the Metro

from the point your neighbor's retaining wall intersects your property line to a point 3.0 feet from the northwest corner of your garage.

Sincerely,

Heather Butkowski
City Administrator

I consent to the modification of my variance request as outlined above.

Harvey A. Skow

Date

Heather Butkowski

From: hskow43@comcast.net
Sent: Sunday, July 17, 2011 10:59 PM
To: Heather Butkowski
Cc: Harvey Skow
Subject: Variance modification
Attachments: Variance PL dim.docx

Heather,

I'm attaching a response to your request to modify my variance request. I hope this can get approved as per the settlement agreement, by Sept. 1, and that you will not continue to deny and delay what the city has formally agreed to.

Thanks

Harvey

July 17, 2011

Heather,

Regarding my variance application;

1. From the survey that I have, dated 12/18/06 the distance from the SW cor. of my neighbor's garage to the property line is 3.2'. My measurement to the West edge of the neighbor's retaining wall was 3.2' plus 8.5". You say it's not 8.5". I'd be happy to measure it again in your presence, but I see no reason to change my plan dimensions based on your unsubstantiated denial of my measurements.
2. The agreement states that the wall will extend directly south therefrom. Directly south means that it would be parallel with the property line and 8.5" W of the property line for its entire length.
3. The survey shows that the NW cor. of my garage is 3.0' from the property line. The wall extended directly south from my neighbor's retaining wall would therefore be 3' 8.5" from the NW cor. of my garage, not the 3.0' that you suggest. Unless I'm mistaken, directly south means it is the same bearing as the property line and parallel to it.
4. My request is fully in compliance with the settlement agreement and, these very issues were considered by your attorney, and discussed with me prior to his preparation of the settlement agreement.

I'd be happy to change my 8.5" dimension to whatever you say the actual dimension is, but I will not agree to angle my retaining wall to the East towards my property.

With all due respect I think your recommendation is not in accordance with the settlement agreement. If the council decides to not approve my request, I would appreciate a letter giving their reasons so I can forward it to the judge. Given the council's past performance, I'd say it is likely that they will not approve it even though it defies a legally binding agreement.

Give me a call if you want to meet me to take measurements.

Sincerely,

Harvey A. Skow
1931 Carl St.
Lauderdale, MN 55113
651-636-1258
hskow@mac.com

Heather Butkowski

From: Heather Butkowski
Sent: Thursday, August 04, 2011 4:06 PM
To: 'Harvey Skow'
Subject: variance

Harvey,

As I mentioned on the phone, we have differing interpretations of what the settlement agreement says. That is why I contested your 8.5" measurement. I now understand that your understanding is that the agreement would allow you to align the retaining wall at the western base of the wall. Our understanding was the wall would be in alignment as measured from the top of the wall. I remember suggesting some tweaks to the settlement language so it would be clearer and I was told you wouldn't agree to any language changes. It appears we now find ourselves in a situation where we have different interpretations of what the agreement says.

There are two things I find of greatest concern, the future realignment of the southern portion of the alley and the cutting away of the existing asphalt. As the alignment of the alley will have to be reconsidered in 30 years or less per the agreement, I am looking ahead to how we get there and guaranteeing that the portion that is realigned will be adequate to safely serve those that live on your block. I worry that your wall narrowing the alley and jutting into the alley would be a hazard.

Similarly, I am concerned by your request to cut away the asphalt between your garage and that of your neighbor's. Since that section of asphalt doesn't encroach on your property, I don't understand the desire to spend the extra money and time cutting it away. Aside from that, the alley already seems too narrow for garbage trucks and I wouldn't be surprised if a vehicle hit your wall depending on how much snow and ice we have and if your wall is visible to them. That is part of the reason why retaining walls now have to be two feet from the property line. However, the retaining wall is yours and you must be willing to take the chance that will happen if you are requesting to build the wall there.

My goal is to come to an understanding before the variance hearing on August. 13. Staff would support your request to construct your wall starting at the bottom of the neighbor's wall and along the edge of the asphalt on the condition that you agree not to remove any of the alley asphalt in that location and that you acknowledge responsibility for any damage to your wall due to its encroachment into the alley. Those conditions would be included in the resolution or other approval documents issued by the city. I am optimistic that the city council would go along with any agreement we came to in advance. In the alternative, you may pursue the request as expressed in your current application without those conditions. I am uncertain what the council's response would be in that event since they believe the city agreed to grant you a variance for the wall, not an encroachment into the alley and they will have the same concerns as I have expressed above. I am hopeful that we can reach an amicable resolution to this matter to avoid additional delay and expense.

Give me a call or send me an email after you have given this some thought.

Also, a couple of weeks ago you asked me for a summary of the street excavation ordinance discussion. I have copies of the emails you sent and copies of the correspondence from the police department and the prosecuting attorney, all of which you received. That is the extent of the records I have on the issue.

Take care,

Heather Butkowski
City Administrator
1891 Walnut Street
Lauderdale, MN 55113
651.792.7657
fax 651.631.2066
heather.butkowski@ci.lauderdale.mn.us

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date August 9, 2011

ITEM NUMBER Roseville Baseball Agreement

STAFF INITIAL _____



APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached is the city attorney reviewed baseball field improvement agreement with the Roseville Youth Baseball Association.

The agreement allows them 10 years of preferential use in exchange for the improvements. If approved, we would start working with the Association on bids for the fencing and dirt work.

OPTIONS:

1. Approve, amend, or do not approve the agreement.

STAFF RECOMMENDATION:

Motion to approve the Lauderdale Community Park Baseball Field Improvements Agreement between the City of Lauderdale and Roseville Area Youth Baseball.

COUNCIL ACTION:

**LAUDERDALE COMMUNITY PARK BASEBALL FIELD
IMPROVEMENTS AGREEMENT
BETWEEN CITY OF LAUDERDALE AND
THE ROSEVILLE AREA YOUTH BASEBALL**

This Agreement is made and entered into this _____ day of _____ 2011, by and between the City of Lauderdale (hereinafter called the "City"), a municipal corporation of Minnesota located at 1891 Walnut Street, Lauderdale, MN 55113, and the Roseville Area Youth Baseball (hereinafter called the "Association"), a non-profit corporation of Minnesota located at 2660 Civic Center Drive, Roseville, MN 55113.

RECITALS

WHEREAS, the Association is engaged in activities which are a benefit and service to residents of the City and which enhance the quality of life of the City; and

WHEREAS, Lauderdale Community Park Baseball Field is owned, operated and maintained by the City; and

WHEREAS, the Association organizes youth baseball teams that would like to utilize the Lauderdale Community Park Baseball Field; and

WHEREAS, both the City and the Association desire to make improvements to the Lauderdale Community Park Baseball Field including player protection fencing and infield improvements (hereinafter called the "Project"); and

WHEREAS, the Association agrees to raise funds to create these improvements; and

WHEREAS, the City agrees to allow the Association to schedule their practices and games in advance of other potential baseball field users each year.

NOW, THEREFORE, in consideration of the terms and conditions expressed herein, the parties agree as follows:

I. CONCEPT DESIGN WORK

A. The Association will prepare a concept for the improvements, with the assistance of city staff, if requested. The concept design work, at a minimum, shall include a site plan and construction cost estimates.

B. The concept design work shall be considered the first phase of the Project. The concept will be submitted to the Lauderdale City Council for comment and approval. This work must be completed prior to the actual construction of the Project. Approval will be granted contingent upon the entire project funding being secured by the Association pursuant to the

conditions set forth in Paragraph V.B. Approval will not be unreasonably withheld by the Lauderdale City Council.

II. FUNDRAISING GUIDELINES

A. The Project fundraising account shall be managed by the Association per the conditions and terms of this Agreement.

B. All proceeds from the project fundraising account shall be donated to the City, subject to the conditions of paragraph II.E. of this agreement, prior to the second phase of the Project; the actual construction of the Project. The proceeds shall be held by the Association in trust until the total amount required to complete the Project has been obtain, at which time the City shall formally accept the donation from the Association by action of the Lauderdale City Council.

C. The parties agree that Lauderdale City Council shall have full and final authority to use of the fundraising proceeds for the design, materials, and construction of the Project.

D. The City shall have final approval authority of all signage, including signage thanking donors so as to avoid the risk of an explicit or implicit City endorsement of a products or services. The City shall work with corporate donors regarding their signage needs and work in good faith to meet those needs. The City understands that failing to meet the signage needs of one of more corporate donor may have the effect of the donor withdrawing their financial support of the Project.

E. In the event that the fundraising account does not reach the amount necessary to fully fund the project, the City and Association will meet to resolve the shortcoming by one of the following methods:

1. Either party may make a contribution to the fundraising account which is equal to the amount of the shortfall;
2. Both parties may make a contribution to the fundraising account which collectively is equal to the amount of the shortfall;
3. The parties may agree to extend the fundraising period in order to allow for more time to raise the required funds from private sources to proceed with the Project;
4. The parties may agree to terminate the project and have the Association handle the disposition of the funds – which may include the return of those funds to those individuals and entities that have contributed to the project; or

5. In the event that the parties cannot reach an agreement on how to resolve the shortcoming, the project shall be terminated and the funds shall be treated in the same method as provided in Paragraph II.E.4.

III. MATERIALS AND CONSTRUCTION

A. Prior to the second phase, the Association shall solicit bids or price quotes for the materials and construction of the Project.

B. The City shall select from the provided bids and adhere to the costs, timing and scope of the mutually agreed upon concept design and budget.

C. The Lauderdale City Council shall be responsible for contracting with the selected vendors and contractors, insuring the Project and take on any and all other obligations that generally accompany projects of like kind.

D. The parties agree that the Lauderdale City Council shall have full and final authority to award contracts for the construction of the Project. The construction shall be considered the second phase of the Project.

E. The Association and city staff will work together to see that field improvements meet the desired outcome.

IV. MISCELLANEOUS

A. The City agrees to allow the Association to schedule their practices and games from Monday through Thursday from 5:00 p.m. to 9:00 p.m. from April through July, as well as Sunday evenings when not scheduled by the City, at Lauderdale Community Park Baseball Field each year before allowing other teams, groups, or individuals to schedule their events. The Field must be scheduled by April 1 of each year. If the Association does not schedule by April 1, the City may schedule to other interested parties. **This scheduling arrangement will cease to exist December 31, 2021. The arrangement may be extended at the consent of both parties. Should either party terminate or revoke the agreement, the Association's obligations with regard to the Project shall also terminate.**

B. The parties agree to comply with all federal, state, and local laws, rules, and regulations in performance of the Agreement. The parties agree that the laws of the State of Minnesota shall govern this document.

C. Any material alterations, variations, modifications or waivers or provisions of this Agreement shall be valid only when they have been reduced to writing as an amendment to this Agreement and signed by both parties.

D. A party may not assign or otherwise dispose of any portion of this Agreement except with the written consent of the other party. The consent to assign or otherwise dispose of any portion of this Agreement shall not be construed to relieve a party of any responsibility for the completion of the Agreement.

E. The Association, its teams and coaches shall abide by all City park rules and terms and conditions of this Agreement. Failure to comply with such rules and requirements may result in the alteration or revocation of this Agreement.

F. The sale of food and beverages during Association use of premises is prohibited unless separate agreement or license is granted by the City.

G. The use of the ball fields by the Association does not preclude the use of the surrounding areas by the public and all teams shall be respectful of such uses.

H. The City will perform regular lawn mowing and periodic dragging of the baseball field. City staff does not prepare fields for any particular use.

I. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the Association's staff as the agents, representatives, or employees of the City for any purpose in any manner whatsoever.

J. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of copartners between the parties hereto or as constituting the City's staff as the agents, representatives, or employees of the Association for any purpose in any manner whatsoever.

K. The Association agrees to defend, indemnify and hold harmless the City, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from any negligent act, omission or willful misconduct of the Association (including its officials, employees, members, agents, consultants, contractors, volunteers, or invitees) occurring in connection with any work or activity performed pursuant to this Agreement.

L. The City agrees to defend, indemnify and hold harmless the Association, its officials, employees and agents from any and all claims, causes of action, lawsuits, damages, losses, or expenses, including attorney fees, arising out of or resulting from any negligent act, omission or willful misconduct of the City (including its officials, employees, members, agents, consultants, contractors, volunteers, or invitees) occurring in connection with any work or activity performed pursuant to this Agreement.

M. Upon request, and no more frequently than bi-annually, the Association must provide the City a copy of its Certificate of Liability prior to its first practice or game, which must name the City as an additionally insured. (Such policy may not be less than \$1,000,000).

N. All notices required to be given by either party hereunder shall be in writing and sent by registered or certified mail, return receipt requested, to the following address:

City: City of Lauderdale
c/o City Administrator
1891 Walnut Street
Lauderdale, MN 55113

Association: Roseville Youth Baseball Association
2660 Civic Center Drive
Roseville, MN 55113

O. Both parties agree to submit all claims, disputes and other matters in question between the parties arising out of or relating to this Agreement to mediation. The mediation shall be conducted through the Mediation Center, 1536 University Avenue, St. Paul, Minnesota, 55104. The parties hereto shall decide whether mediation shall be binding or non-binding. If the parties cannot reach agreement, mediation shall be non-binding. In the event mediation is not successful, either party may exercise its legal or equitable remedies and may commence such action prior to the expiration of the applicable statute of limitations.

P. This Agreement represents the entire Agreement between the Association and City and supersedes and cancels any and all prior agreements or proposals, written or oral, between the parties relating to the subject matter hereof; any amendments addenda, alterations, or modifications to the terms and conditions of this Agreement shall be in writing signed by all parties or their respective successors in interest.

Q. Severability. In case any one or more of the provisions contained in this Agreement shall be held invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

R. Entire Agreement. This Agreement and the attached exhibit shall constitute the entire agreement between the City and the Association, and supersedes any other written or oral agreements between the City and the Association on matters covered hereby.

S. Counterparts. This Agreement may be simultaneously executed in any number of counterparts, all of which shall constitute one and the same instrument.

T. Effective Date. The effective date of this Agreement shall be the date on which it is executed by the second party to sign. This Agreement shall not become effective until it has been executed by both parties to the Agreement.

V. TERMINATION

A. The City reserves the right to cancel this Agreement at any time in event of default or material violation by the Association of any provision of this Agreement. However, the City may not cancel this Agreement without the Association first exhausting its resolution process for issues that arise. The Agreement may not be canceled without the Project leads, City Administrator, and President for the City and Association respectively or their designees, working together in good faith to resolve any issues.

B. In the event either party is unable to complete the project within two years following the execution of this Agreement, the Agreement shall automatically be terminated. In this case, the Association shall make arrangements to refund donations received for the Project to all donors seeking a refund. This period of time may only be extended with the express written agreement of the parties and in the event that substantial compliance has been obtained by the parties and a reasonable extension of not greater than one year will likely result in the success completion of the project.

IN WITNESS WHEREOF, the parties hereto have set forth their hands as of the day and year first written above.

ROSEVILLE AREA YOUTH BASEBALL

DATED: _____

By _____
Kraig Tuominen, Its President

CITY OF LAUDERDALE

DATED: _____

By _____
Jeff Dains, Mayor

By _____
Heather Butkowski, City Administrator

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date August 9, 2011

ITEM NUMBER Deputy Clerk Position

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Dan Olson will be leaving a week earlier than expected as he is taking a planner position in Canada. As we look ahead to 2012, the budget allows for a part time deputy clerk. There is always the risk that staffing changes may have to take place beyond that but to continue providing the services the Council has discussed, the extra staff is needed (especially in a presidential election year).

With Council agreement, staff would begin interview the candidates that were interested when the job was posted earlier this year. We anticipate having the Council approve the hire at the last meeting in August or the first meeting in September. Due to time off I plan to take later this year, staff would like to have the person work 40 hours from the date of hire until the end of the year. They would be working 28 hours per week starting in January. This would entitle them to full benefits for the first couple of months. Since the position has been vacant most of the year, there is money in the budget to cover the cost.

OPTIONS:

STAFF RECOMMENDATION:

Motion to allow staff to continue the deputy clerk search as presented.

COUNCIL ACTION:

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

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

Meeting Date August 9, 2011

ITEM NUMBER 2012 Budget

STAFF INITIAL _____

APPROVED BY ADMINISTRATOR

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I spent about 45 minutes talking to the county tax supervisor trying to find out what Lauderdale could expect for assessed values, fiscal disparity revenue, and so on. He summed it up best when he said the numbers are squishy. It normally takes the county until late August to prepare these figures for us. With the decision making delays, it is going to take longer and we may not have all the information we would like before setting the tax levy in September.

I updated the budget. It shows our "promised" 2012 LGA of \$516,153, factored in the same amount of fiscal disparities revenue, and removed the MVHC reduction. The proposed levy looks significantly less than last year but that is a factor of the MVHC change. The reduction actually is showing close to a 0% increase. You will notice the anticipated revenues are about \$36,000 higher than anticipated expenses. That is due to the shifting of salaries and other costs to the recycling and communication funds. In previous years, staff costs had been shifting to the sewer funds to more accurately account for how staff time is spent.

This budget reflects the cost of a part time deputy clerk made possible by no further reductions to LGA than anticipated.

OPTIONS:

We can discuss further during the meeting. This is just a very preliminary look at the numbers for next year based on what we know to date.

STAFF RECOMMENDATION:

COUNCIL ACTION:

Heather Butkowski

From: Heather Butkowski
Sent: Thursday, August 04, 2011 9:58 AM
To: 'thezark'
Subject: RE: Concerned about liquor store

Dear Jenna,

I will add your email to the council packet for next Tuesday's meeting. This month the Council meets on August 9 and 30 with the Community Meeting on August 24.

I just want to clarify one thing. The discussion will not be about whether there should be a liquor store in Lauderdale; it will be about whether the City should establish a municipal liquor store. Currently, a private entity (or entities) may open a liquor store in the business district. If the City opened a liquor store, no private entities could subsequently open a store.

Heather

The Council will also address taxes and the consolidation topic. They want to hear all ideas. As taxes are based on home values everyone would pay something different to make up for aid cuts. Homeowners would pay roughly \$460 more to make up for \$516,000 in LGA cuts.

Subject:
Thank you for the comments,
Heather

From: thezark [mailto:thezark@comcast.net]
Sent: Wednesday, August 03, 2011 7:15 PM
To: *LAUCouncil
Cc: Jim Bownik; Mary Gaasch
Subject: Concerned about liquor store

Greetings, Council, I am writing as I am very concerned about the cuts that Lauderdale has experienced. While I can appreciate the need for revenue, I would be extremely worried about opening a liquor store. My husband and I moved here in 1997 because the neighborhood seemed safe, quiet and clean. I am not sure I can attend the meeting on 8/24 and am wondering what corner would the store be on, exactly? I live on Eustis Street between Larpenteur and Lone, and have already experienced a break-in this year. I feel strongly that a liquor store will attract more people who get drunk and commit crimes. You don't have to sit in a bar to get drunk. You can do it curbside, too! And once you are drunk, you stop caring about things like property and other people's safety.

Please, please, please, do not open a liquor store in Lauderdale.

My husband calculated that if every resident paid \$179 extra per year it would make up for the shortfall. Isn't that an option?

I also don't understand why consolidation with another city is such a terrible option? Wouldn't it be helpful to band together with a city like Falcon Heights?

Sincerely,
Jenna Zark
Resident
651-642-9456

GENERAL FUND REVENUE

	2009	2010	2011	2011	2012
	Actual	Actual	Adopted	As of June 30	Proposed
CITY LEVIED TAXES					
31010 Current Ad Valorem	425,397	411,088	470,047	55,994	441,830
31020 Delinquent Ad Valorem	3,534	1,841	-	10,533	-
31040 Fiscal Disparities	101,843	109,600	110,683	58,012	110,683
SUB TOTAL PROPERTY TAXES	530,775	522,528	580,730	124,539	552,513
STATE AIDE					
33401 Local Government Aide	557,218	516,153	519,747	-	516,153
33405 PERA Rate Increase Aide	1,198	1,198	1,198	-	1,198
33406 Market Value Home Credit	28,839	101	(31,811)	-	-
TOTAL STATE AIDE	587,255	517,452	489,134	-	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	750	1,125	1,000
32140 HVAC Licenses	890	1,453	600	650	800
32150 Tree Company License	140	700	300	150	300
32180 Rental License Fee	3,366	4,091	3,000	434	3,000
32240 Animal Licenses	290	390	250	150	250
34101 City Hall/Park Rental	3,945	4,955	2,500	3,680	4,000
43103 Administrative Fee	83	-	200	-	-
34105 Sale of Publications	-	-	-	-	-
34109 Copies	61	51	50	-	50
34114 Advertising sales	-	50	-	75	-
34115 Miscellaneous Revenue	-	-	-	-	-
TOTAL LICENSES AND FEES	10,295	13,715	8,200	6,264	9,950
REVENUE OTHER					
36100 Special Assessments	9,677	20,918	-	23,315	-
36101 Principal	-	-	-	-	-
36102 Penalties and Interest	2,182	1,485	-	2,519	-
36103 Tree Removal	-	-	-	-	-
36200 Miscellaneous Revenue	-	-	-	-	-
36211 Investment Interest	11,018	6,492	7,000	5,127	6,000
36230 Donations	-	3,000	-	-	-
36231 Dog Park Donations	50	10	-	25	-
36240 State Surcharge - Construction Permits	539	336	250	204	400
36250 Refunds and Reimbursements	3,511	1,140	-	-	-
36252 LMCIT Insurance Dividend	2,905	3,015	-	-	-
36255 Miscellaneous	-	-	-	-	-
39101 Sales Fixed Assets	1	-	-	-	-
TOTAL OTHER REVENUE	29,882	36,396	7,250	31,191	6,400
PUBLIC SAFETY	40,547	41,330	34,500	21,399	38,500
PLANNING & INSPECTIONS	20,487	13,674	10,600	5,080	11,900

GENERAL FUND REVENUE

	2009	2010	2011	2011	2012
	Actual	Actual	Adopted	As of June 30	Proposed
TRANSFERS FROM OTHER FUNDS	-	-	-	-	-
TOTAL GENERAL FUND REVENUE	1,219,241	1,145,095	1,130,414	188,473	1,136,614
GENERAL FUND EXPENDITURES					
Legislative	22,634	24,481	26,193	8,508	26,563
Administrative	168,728	144,697	157,366	62,910	131,230
Audit, Elections, and Legal Services	6,234	46,958	48,857	24,125	50,029
Public Safety					
Police	582,567	585,398	605,287	299,208	613,695
Fire	35,529	29,232	32,500	24,809	32,500
Prosecution	11,545	-	-	-	-
Public Works	92,877	86,632	105,044	45,217	97,852
Planning & Inspections	22,568	46,241	56,322	14,850	50,661
Parks and Recreation	71,716	63,978	64,845	30,808	64,005
Development	1,235	1,648	14,000	4,910	14,000
EXPENDITURES BEFORE TRANSFERS	1,015,633	1,029,264	1,110,414	515,346	1,080,535
Contingency	-	-	20,000	-	20,000
Transfers Out	31,000	112,594	-	-	-
TOTAL GENERAL FUND EXPENDITURES	1,046,633	1,141,858	1,130,414	515,346	1,100,535

LEGISLATIVE (41100)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of June 30	Proposed
EXPENDITURES						
Personnel						
103	Part-time employees	13,200	13,200	13,200	6,600	13,200
122	FICA	1,010	1,010	1,010	505	1,010
151	Workers Comp	59	118	103	-	103
	Subtotal Personnel	14,269	14,328	14,313	7,105	14,313
General Operations						
201	General Supplies	-	39	-	-	-
202	Permanent Supplies	-	-	-	-	-
203	Postage	84	-	-	-	-
305	Legal Fees	-	500	-	-	-
308	Training and Conferences	-	930	2,000	309	2,000
331	Travel	24	72	130	-	500
352	Public Notices	292	391	700	564	700
361	General Liability	5,228	5,331	6,000	-	6,000
438	Dues and Subscriptions	2,671	2,695	2,800	525	2,800
439	Special Events	-	-	-	-	-
440	Meeting Expenses	66	196	250	5	250
442	Miscellaneous Expenses	-	-	-	-	-
	Subtotal General Operations	8,365	10,153	11,880	1,403	12,250
Capital Equipment						
530	Furniture and Equipment	-	-	-	-	-
538	Computer software and Equipment	-	-	-	-	-
	Subtotal Capital Equipment	-	-	-	-	-
	TOTAL LEGISLATIVE EXPENSES	22,634	24,481	26,193	8,508	26,563

ADMINISTRATION & FINANCE (41200)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of June 30	Proposed
EXPENDITURES						
Personnel						
101	Full-time employees	102,536	90,954	93,081	39,419	75,817
104	Temp. employees	-	-	-	-	-
121	PERA	6,836	6,470	6,748	2,858	5,497
122	FICA	8,004	7,297	7,121	3,117	5,800
131	Benefits (health, dental, etc)	9,272	10,116	11,340	4,650	9,225
142	Unemployment Benefits	-	55	-	110	-
151	Workers Compensation	559	965	726	-	591
	Subtotal Personnel	127,206	115,857	119,016	50,153	96,930
General Operations						
201	General Supplies	1,731	1,899	2,200	174	1,500
203	Postage	1,817	2,626	4,000	1,538	3,000
208	Water cooler water	303	277	450	155	400
301	Auditing	12,904	-	-	-	-
305	Legal contract - Civil	3,567	-	-	-	-
306	Consulting fees (IT Support)	5,440	5,440	5,500	2,720	6,000
307	Computer Services (Banyon)	1,560	1,561	1,600	1,561	1,600
308	Training and conferences	1,004	772	2,000	545	1,500
309	Newspaper - Roseville Review	-	-	-	-	-
327	Other Services	-	-	-	11	-
331	Travel Expenses	929	765	1,200	204	1,000
352	Public information and notices	726	662	1,500	689	1,000
353	Newsletter Printing	2,469	2,438	4,000	1,252	3,000
354	Phonebook Printing	-	-	-	-	-
355	Miscellaneous printing & process	285	1,000	1,200	120	500
361	General liability	4,652	4,955	5,300	-	5,300
391	Telephones/Fax (City Hall)	1,769	1,666	2,000	899	2,000
401	Copier	379	1,349	2,800	1,414	2,900
404	Computer Repair/Maintenance	-	-	-	-	-
409	Other equipment repair	-	-	-	-	-
438	Dues and Subscriptions	1,474	2,491	3,000	1,476	2,600
440	Meeting Expenses	85	159	100	-	200
442	Miscellaneous expenses	78	779	500	-	800
	Subtotal General Operations	41,172	28,840	37,350	12,757	33,300
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	351	-	1,000	-	1,000
	Subtotal Capital	351	-	1,000	-	1,000
	TOTAL EXPENSES	168,728	144,697	157,366	62,910	131,230

AUDITING, ELECTIONS, AND LEGAL SERVICES (41500)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of June 30	Proposed
EXPENDITURES						
Personnel						
101	Full-time employees	3,724	12,440	6,952	3,819	7,200
104	Temp. employees	968	2,242	-	-	2,500
121	PERA	239	869	504	277	522
122	FICA	296	974	532	292	551
131	Benefits (health, dental, etc)	198	1,486	840	420	900
151	Workers Compensation	35	105	54	-	56
	Subtotal Personnel	5,461	18,116	8,882	4,808	11,729
General Operations						
201	General Supplies	-	512	-	-	300
300	Legal Services - Prosecution	-	10,032	12,000	5,100	12,000
301	Auditing	-	12,880	14,000	12,624	14,000
306	Legal Services - Civil	-	4,581	12,000	1,456	10,000
327	Other Services	586	432	800	-	600
331	Travel Expenses	-	-	75	-	-
352	Public information & Notices	96	-	100	-	500
355	Miscellaneous Fees	-	406	1,000	137	700
409	Other equipment and repair	-	-	-	-	-
440	Meeting expenses	91	-	-	-	200
442	Miscellaneous expenses	-	-	-	-	-
	Subtotal General Operations	774	28,842	39,975	19,317	38,300
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	6,234	46,958	48,857	24,125	50,029

PUBLIC SAFETY (42100)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of June 30	Proposed
REVENUE						
34202	False Fire Alarm	424	-	500	-	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	33,000	21,399	37,000
TOTAL REVENUE		40,547	41,330	34,500	21,399	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	4,009	12,126
319	Police Contract	578,250	578,595	590,167	295,083	596,069
360	General Liability	-	-	5,000	-	5,000
391	Telephone/Pager	-	-	-	-	-
442	Miscellaneous Exp.	4,317	6,803	500	116	500
Subtotal Police		582,567	585,398	605,287	299,208	613,695
320	Fire Contract	18,630	17,826	18,000	17,685	18,000
321	Fire Calls	16,475	11,186	13,000	7,124	13,000
322	False Fire Alarms	424	219	500	-	500
323	Fire Inspections	-	-	1,000	-	1,000
Subtotal Fire		35,529	29,232	32,500	24,809	32,500
TOTAL EXPENSES		629,641	614,630	637,787	324,018	646,195

<u>PUBLIC WORKS (43000)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	<u>As of June 30</u>	Proposed
EXPENDITURES						
Personnel						
101	Full-time employees	44,294	31,244	27,248	15,111	27,793
102	Overtime/On-Call	2,191	3,030	3,000	2,142	3,000
121	PERA	3,004	2,573	2,193	1,246	2,232
122	FICA	3,516	2,920	2,314	1,384	2,356
131	Benefits (health, dental, etc)	4,702	4,162	4,200	2,333	4,500
151	Workers Compensation	2,097	3,549	2,526	-	2,571
	Subtotal Personnel	59,804	47,477	41,481	22,217	42,452
General Operations						
202	Permanent Supplies	-	305	-	456	-
212	Motor Fuels	1,587	2,500	2,200	1,227	2,500
213	Lubricants and other fluids	-	-	-	-	-
225	Landscaping Materials	15	-	963	-	-
226	Signs	-	-	-	-	-
227	Tools and Equipment	-	-	-	-	-
228	Miscellaneous Repairs & Supplies	1,008	457	1,500	818	1,500
304	Engineering Contract	-	337	3,000	-	1,000
308	Training and conferences	165	165	400	165	400
313	Snow and Ice Removal Contact	5,207	11,268	15,000	9,195	13,000
314	Street Sweeping Contract	5,062	5,026	6,000	2,045	6,000
317	Tree Service	3,214	3,642	10,000	643	10,000
324	Alley Repair	-	-	1,000	-	1,000
327	Other Services/ Floor Maintenance	356	328	3,000	1,364	1,500
328	Street Repair	-	-	500	-	-
380	Electricity - Street Lighting	6,168	5,896	6,400	2,890	6,200
381	Electricity	2,457	3,067	3,400	1,326	3,200
382	Water	69	63	100	16	100
383	Gas Utilities	3,075	2,674	4,000	1,708	3,500
384	Refuse Disposal	1,189	1,481	1,600	857	2,000
391	Telephone/Pagers	534	488	500	145	500
402	Truck repair and Maintenance	2,968	1,363	3,800	147	3,000
426	Machinery rental	-	-	-	-	-
442	Miscellaneous	-	96	200	-	-
	Subtotal General Operations	33,073	39,154	63,563	23,001	55,400
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
538	Land	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	92,877	86,632	105,044	45,217	97,852

		2009	2010	2011	2011	2012
<u>PLANNING & INSPECTIONS (43400)</u>		Actual	Actual	Adopted	As of June 30	Proposed
REVENUE						
	Other					
32210	Building Permits	11,688	9,163	7,000	2,476	8,000
32211	Zoning Permit Applications	1,210	700	200	450	200
32225	Plan Review	4,692	1,488	2,000	597	2,000
32230	Plumbing Permits	1,236	1,248	600	704	800
32270	HVAC Permits	1,410	975	800	853	900
32280	Street Excavation	100	100	-	-	-
34110	Variance Fee	150	-	-	-	-
34112	Conditional Use Permit	-	-	-	-	-
34113	Zoning Amendment	-	-	-	-	-
	TOTAL REVENUE	20,487	13,674	10,600	5,080	11,900
EXPENDITURES						
Personnel						
101	Full-time employees	14,686	27,923	31,308	10,997	32,001
121	PERA	963	1,966	2,270	797	2,320
122	FICA	1,169	2,330	2,395	936	2,448
131	Benefits (health, dental, etc)	1,110	3,409	4,410	1,517	4,725
151	Workers Compensation	207	1,224	1,339	-	1,367
	Subtotal Personnel	18,136	36,852	41,722	14,248	42,861
General Operations						
201	General Supplies	-	-	-	-	-
202	Permanent Supplies	-	-	-	-	-
203	Postage	173	219	500	128	300
306	Consulting Fees	452	8,015	10,000	-	5,000
308	Training and conferences	450	450	500	-	500
312	Building Inspector	2,408	35	2,500	-	1,000
327	Other Services	-	-	-	-	-
331	Travel Expenses	-	-	-	-	-
355	Miscellaneous Printing	-	-	-	-	-
386	Gopher State One Call	531	422	600	237	600
442	Miscellaneous expenses	-	10	-	175	-
443	Surcharge Report	419	239	500	63	400
	Subtotal General Operations	4,432	9,389	14,600	602	7,800
Capital Expenditures						
530	Furniture and equipment	-	-	-	-	-
531	Office equipment	-	-	-	-	-
534	Office furniture	-	-	-	-	-
538	Computers and technology	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	22,568	46,241	56,322	14,850	50,661

<u>PARKS AND RECREATION (45200)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	<u>As of June 30</u>	Proposed
EXPENDITURES						
Personnel						
101	Full-time employees	51,253	41,317	37,855	19,351	38,526
104	Temp. employees	3,555	4,403	6,000	4,043	6,000
121	PERA	3,431	2,960	2,744	1,403	2,793
122	FICA	4,322	3,747	3,355	1,876	3,406
131	Benefits (health, dental, etc)	5,102	4,946	5,880	2,660	6,300
151	Workers Compensation	260	1,309	1,161	-	1,180
	Subtotal Personnel	67,923	58,682	56,995	29,333	58,205
General Operations						
201	General Supplies	127	45	200	23	100
202	Permanent Supplies	89	32	200	107	100
225	Landscaping Materials	-	-	500	-	100
228	Miscellaneous Repairs & Maintenance.	191	144	250	-	250
317	Tree Service	-	-	-	-	-
370	Park and Rec Expenses	700	700	700	-	700
371	Non-Resident Reimbursement	429	1,137	1,000	528	1,100
381	Electric	439	477	700	285	500
382	Water	172	173	300	29	200
383	Gas Utility	801	617	1,200	425	1,000
384	Refuse	-	-	-	-	-
391	Telephones and Pagers	-	20	100	21	50
403	Mower repair	-	1,275	1,500	-	1,000
412	Warming House Repair	-	33	100	-	100
427	Porta Potty Rental	767	630	800	58	500
442	Miscellaneous	78	13	300	-	100
	Subtotal General Operations	3,793	5,296	7,850	1,475	5,800
Capital Expenditures						
550	Other Improvements	-	-	-	-	-
	Subtotal Capital	-	-	-	-	-
	TOTAL EXPENSES	71,716	63,978	64,845	30,808	64,005

DEVELOPMENT (48100)		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of June 30	Proposed
REVENUE						
	Other	-	-	-	-	-
	TOTAL REVENUE	-	-	-	-	-
EXPENDITURES						
General Operations						
306	Consulting Fees	1,235	1,648	14,000	4,910	14,000
442	Miscellaneous expenses	-	-	-	-	-
	Subtotal General Operations	1,235	1,648	14,000	4,910	14,000
	TOTAL EXPENSES	1,235	1,648	14,000	4,910	14,000

<u>CONTINGENCY (45300)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	<u>As of June 30</u>	Proposed
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

<u>TRANSFERS OUT (45400)</u>		2009	2010	2011	2011	2012
		Actual	Actual	Adopted	As of June 30	Proposed
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	-	-	-
742	Transfers to 402	-	-	-	-	-
743	Transfers to 403	-	-	-	-	-
744	Transfers to 404	-	56,297	-	-	-
745	Transfers to 405	-	-	-	-	-
Total Transfers		31,000	112,594	-	-	-

2011 LAUDERDALE BUDGET

SUMMARY OF FUNDS 201 - 602

	2008 Actual	2009 Actual	2010 Actual	2011 Adopted	2011 As of June 30	2012 Proposed
Total Revenues						
201 Community Events Fund	3,642	4,874	4,830	3,050	981	2,450
202 Communications Fund	22,431	22,837	20,942	20,500	5,250	20,300
203 Recycling Fund	41,362	41,967	41,061	41,000	23,813	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	47,500	22,373	43,907
401 Street Improvement Fund	14,760	10,331	5,421	6,000	3,494	4,500
402 General Capital Impr. Fund	4,320	2,184	1,143	1,500	608	1,000
403 Storm Water Impr. Fund	6,048	4,473	2,346	3,000	1,300	2,000
404 Park Improvement Fund	108,725	3,946	118,570	2,000	871	1,500
405 TIF Project Fund	162,370	165,052	180,089	139,000	87,455	167,000
407 Sewer Improvement Fund	11,277	81,628	5,660	5,500	3,137	4,000
601 Sewer Utility Fund	229,104	234,715	242,590	245,000	136,440	244,500
602 Storm Water Utility Fund	69,192	49,142	54,092	50,700	29,756	55,500
Revenue Before Transfers	827,502	736,274	759,320	564,750	315,478	587,457
Transfers		291,329	612,594	-	68,381	
<i>Total Revenues</i>	827,502	1,027,604	1,371,914	564,750	383,859	587,457
Total Expenditures						
201 Community Events Fund	4,329	3,616	3,616	3,550	651	2,650
202 Communications Fund	15,374	29,277	29,277	29,669	11,998	38,541
203 Recycling Fund	23,391	32,079	32,079	34,275	10,728	52,941
302 2000 Impr. Debt Fund	122,080	455,481	455,481	-	-	-
303 2002 Impr. Debt Fund	150,256	145,798	145,798	526,950	526,936	-
304 2003 Impr. Debt Fund	118,608	116,350	116,350	116,205	108,884	113,130
401 Street Improvement Fund	69,213	12,189	12,189	-	-	-
402 General Capital Impr. Fund	90,000	-	-	31,000	29,714	-
403 Storm Water Impr. Fund	32,316	-	-	-	-	-
404 Park Improvement Fund	81,110	6,735	6,735	44,000	(1,500)	-
405 TIF Project Fund	738	747	747	1,000	-	1,000
407 Sewer Improvement Fund	-	-	-	-	-	-
601 Sewer Utility Fund	212,687	228,570	228,570	243,629	100,517	243,629
602 Storm Water Utility Fund	36,424	43,293	43,293	66,000	15,390	61,949
Expenditures Before Transfers	956,526	1,074,134	1,074,134	1,096,278	803,318	513,840
Tranfers		260,329	500,000	-	68,381	
<i>Total Expenditures</i>	956,526	1,334,463	1,574,134	1,096,278	871,699	513,840
<i>Surplus/(deficit)</i>	(129,025)	(306,860)	(202,220)	(531,528)	(487,839)	73,617

Community Events Fund 201

DEPT. 45600	2008 Actual	2009 Actual	2010 Actual	2011 Adopted	2011 As of June 30	2012 Proposed
BEGINNING BALANCE	3,486	2,800	4,058	5,638	5,638	5,138
REVENUES:						
34785 Fun Run / Walk	-	-	-	100	-	-
34786 Winter Event	609	396	33	-	31	-
34787 Garage Sale	-	50	-	50	-	50
34788 Day in the Park	1,683	1,904	3,219	1,500	400	1,000
34789 Music under the trees	-	448	434	400	412	400
34790 Other Events - March Dance	-	-	-	-	-	-
34791 Pop Sales	-	-	-	-	-	-
34792 T-Shirt Sales	150	330	97	100	27	100
34795 Halloween Donations	779	825	854	700	-	700
36211 Investment Interest	129	121	69	100	41	100
36230 Donations	-	30	-	-	-	-
36255 Misc.	293	769	124	100	70	100
Total Revenues	3,642	4,874	4,830	3,050	981	2,450
EXPENDITURES:						
201 General Supplies	-	5	-	-	-	-
202 Permanent Supplies	43	100	-	100	40	100
368 Fun Run / Walk	-	-	100	100	-	-
369 Music Under the Trees	535	200	600	400	400	400
370 Other Events - March Dance	-	-	-	-	-	-
373 T-Shirts	353	-	-	-	-	-
375 Winter Event	1,011	192	250	250	150	250
376 Garage Sale	34	-	-	-	-	-
377 Day in the Park	1,500	1,800	1,400	1,800	-	1,000
378 Night Out	103	119	150	150	-	150
379 Halloween Event	496	518	450	500	-	550
437 Sales Tax	-	-	-	-	-	-
430 Misc.	-	491	-	-	-	-
440 Meeting Expenses	254	191	300	250	61	200
Total Expenditures	4,329	3,616	3,250	3,550	651	2,650
Fund Balance Gain/Loss	(686)	1,258	1,580	(500)	330	(200)
39200 Transfers In	-	-	-	-	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	2,800	4,058	5,638	5,138	5,967	4,938

Communications Fund 202

DEPT. 49500		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		36,667	43,724	37,284	33,712	33,712	24,543
REVENUES:							
36253	Franchise Fees	21,278	21,632	20,576	20,000	5,050	20,000
36250	Refunds & Reimbursements		262	-	-	-	-
36211	Investment Interest	1,153	942	366	500	200	300
33600	Grants		-	-	-	-	-
Total Revenues		22,431	22,837	20,942	20,500	5,250	20,300
EXPENDITURES:							
101	Reg. Full Time Employees	6,230	6,307	10,678	15,360	4,604	22,900
121	PERA Contributions	473	426	752	1,114	334	1,660
122	FICA Contributions	593	510	869	1,175	378	1,752
131	Group Insurance	618	576	1,191	2,100	585	3,150
151	Workers Comp	-	27	86	120	-	179
Personnel costs		7,913	7,846	13,576	19,869	5,900	29,641
201	General Supplies	-	5	85	100	-	-
202	Permanent Supplies	-	-	-	-	-	-
307	Web Hosting	444	444	444	600	500	600
327	Other Service	1,993	3,501	2,837	2,800	709	3,000
329	Cable Franchise Fee	5,023	5,069	5,214	5,300	4,888	5,300
530	Furniture and Equipment	-	12,411	2,358	1,000	-	-
Operating Costs		7,460	21,430	10,938	9,800	6,097	8,900
Total Expenditures		15,374	29,277	24,514	29,669	11,998	38,541
Fund Balance Gain/Loss		7,057	(6,440)	(3,572)	(9,169)	(6,748)	(18,241)
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		43,724	37,284	33,712	24,543	26,964	6,302

Recycling Fund 203

DEPT. 50000	2008	2009	2010	2011	2011	2012
	Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE	60,029	78,000	87,889	98,106	87,889	104,831
REVENUES:						
36100 Recycling Fee	34,698	35,215	35,113	35,000	18,365	35,000
36102 Penalties & Interest	71	62	35	-	33	-
33622 SCORE Grant	4,758	4,866	4,926	5,000	4,750	5,000
36211 Investment Interest	1,811	1,824	987	1,000	652	800
36255 Other	24	-	-	-	12	-
Total Revenues	41,362	41,967	41,061	41,000	23,813	40,800
EXPENDITURES:						
101 Reg. FT Employees	3,545	2,949	5,687	5,606	2,695	20,026
121 PERA Contributions	283	201	400	406	195	1,452
122 FICA Contributions	356	244	478	429	231	1,532
131 Group Insurance	362	256	625	840	375	2,925
151 Workers Comp	-	8	42	44	-	156
Personnel costs	4,546	3,658	7,232	7,325	3,496	26,091
202 Permanent Supplies	-	-	95	100	-	-
327 Other Service	339	339	332	350	-	350
389 Recycling Contract	18,506	28,082	23,185	26,500	7,231	26,500
Operating Costs	18,845	28,421	23,611	26,950	7,231	26,850
Total Expenditures	23,391	32,079	30,843	34,275	10,728	52,941
Fund Balance Gain/Loss	17,971	9,889	10,218	6,725	13,085	(12,141)
39200 Transfers In	-	-	-	-	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	78,000	87,889	98,106	104,831	100,973	92,690

2003 Improvements Debt Service Fund 304

DEPT. 47400		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		478,218	424,444	367,236	404,217	404,217	335,512
REVENUES:							
36102	Penalties & interest	12,852	10,458	4,535	9,000	3,528	6,907
36211	Investment Interest	12,784	8,690	4,484	4,000	2,179	3,000
36100	Special Assessments	39,197	39,995	41,906	34,500	16,667	34,000
Total Revenues		64,834	59,143	50,924	47,500	22,373	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	8,453	12,330
621	File Maintenance Charges	647	645	733	800	431	800
Total Expenditures		118,608	116,350	113,944	116,205	108,884	113,130
Fund Balance Gain/Loss		(53,775)	(57,207)	(63,019)	(68,705)	(86,510)	(69,223)
39200	Transfers In	-	-	100,000	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		424,444	367,236	404,217	335,512	317,707	266,289

Street Improvement Fund 401

DEPT. 48401		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		454,662	400,208	398,350	460,068	460,068	466,068
REVENUES:							
36211	Investment Interest	14,243	10,232	5,326	6,000	3,117	4,500
36200	Miscellaneous Revenue	517	99	95	-	-	-
36102	Penalties & Interest	-	-	-	-	-	-
36100	Special Assessments	-	-	-	-	377	-
Total Revenue		14,760	10,331	5,421	6,000	3,494	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	6,000	3,494	4,500
39200	Transfers In	-	-	56,297	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		400,208	398,350	460,068	466,068	463,562	470,568

General Capital Improvement Fund 402

DEPT. 48000		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		168,981	83,301	85,485	86,628	86,628	57,128
REVENUES:							
36211	Investment Interest	4,320	2,184	1,143	1,500	608	1,000
	Depreciation	-	-	-	-	-	-
39999	Other	-	-	-	-	-	-
Total Revenue		4,320	2,184	1,143	1,500	608	1,000
EXPENDITURES:							
510	Land	-	-	-	-	-	-
520	Buildings	-	-	-	1,000	-	-
521	City Garage	-	-	-	-	-	-
523	Warming House	-	-	-	-	-	-
530	Furniture & Equipment	-	-	-	-	-	-
531	Office Equipment	-	-	-	-	-	-
532	Copier	-	-	-	-	-	-
535	HVAC	-	-	-	-	-	-
538	Computers	-	-	-	-	-	-
540	Machinery & Equipment	-	-	-	-	-	-
543	Tractor	-	-	-	30,000	29,714	-
550	Other Improvements	-	-	-	-	-	-
560	Vehicle	-	-	-	-	-	-
562	Truck	-	-	-	-	-	-
Total Expenditures		-	-	-	31,000	29,714	-
Fund Balance Gain/Loss		4,320	2,184	1,143	(29,500)	(29,105)	1,000
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	90,000	-	-	-	-	-
Ending Fund Balance		83,301	85,485	86,628	57,128	57,523	58,128

Storm Sewer Improvement Fund 403

DEPT. 48403	2008	2009	2010	2011	2011	2012
	Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE	197,249	170,981	175,454	177,800	177,800	180,800
REVENUES:						
37300 Storm Sewer Fee	-	-	-	-	-	-
36211 Investment Interest	6,048	4,473	2,346	3,000	1,300	2,000
39999 Other	-	-	-	-	-	-
Total Revenues	6,048	4,473	2,346	3,000	1,300	2,000
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	3,000	1,300	2,000
39200 Transfers In	-	-	-	-	-	-
710 Transfers Out	20,000	-	-	-	-	-
Ending Fund Balance	170,981	175,454	177,800	180,800	179,100	182,800

Park Improvement Fund 404

DEPT. 48404	2008	2009	2010	2011	2011	2012
	Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE	123,844	151,458	148,669	187,295	187,295	145,295
REVENUES:						
33130 Grants	-	-	60,000	-	-	-
36230 Donations	-	-	-	-	-	-
36211 Investment Interest	4,065	3,946	2,273	2,000	871	1,500
Total Revenues	4,065	3,946	62,273	2,000	871	1,500
EXPENDITURES:						
304 Engineering	17,718	382	-	-	-	-
510 Land	-	-	-	-	-	-
524 Picnic Shelter	-	-	-	-	-	-
525 Playground	-	-	79,945	34,000	(1,500)	-
526 Park Path	-	-	-	-	-	-
527 Gen. Park Improvements	63,392	6,353	-	10,000	-	-
528 Court Improvements	-	-	-	-	-	-
Total Expenditures	81,110	6,735	79,945	44,000	(1,500)	-
Fund Balance Gain/Loss	(77,046)	(2,789)	(17,672)	(42,000)	2,371	1,500
39200 Transfers In	104,660	-	56,297	-	-	-
710 Transfers Out	-	-	-	-	-	-
Ending Fund Balance	151,458	148,669	187,295	145,295	189,666	146,795

TIF Project Fund 405

DEPT. 48500		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		468,208	629,840	533,815	211,694	211,694	230,768
REVENUES:							
36211	Investment Interest	17,471	15,800	5,074	4,000	1,422	2,000
31050	Tax increment	137,953	141,815	167,422	135,000	84,219	165,000
31051	Delinquent Tax increment	1,959	1,879	1,781	-	1,815	-
33406	TIF Mrkt Value Homestead Crdt	4,987	5,558	5,812	-	-	-
Total Revenues		162,370	165,052	180,089	139,000	87,455	167,000
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	1,000	-	1,000
325	Other Imp. (Larpenteur)	-	-	-	-	-	-
General Operating Costs		738	747	2,210	1,000	-	1,000
Total Expenditures		738	747	2,210	1,000	-	1,000
Fund Balance Gain/Loss		161,632	164,305	177,878	138,000	87,455	166,000
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	260,329	500,000	-	68,381	-
Ending Fund Balance		629,840	533,815	211,694	349,694	230,768	396,768

Sewer Improvement Fund 407

DEPT. 48407		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		330,380	341,657	423,285	428,944	428,944	434,444
REVENUES:							
36211	Investment Interest	11,277	9,128	5,660	5,500	3,137	4,000
36100	Special Assessments	-	-	-	-	-	-
37240	Sewer Connections	-	72,500	-	-	-	-
Total Revenues		11,277	81,628	5,660	5,500	3,137	4,000
EXPENDITURES:							
304	Engineering	-	-	-	-	-	-
544	Other	-	-	-	-	-	-
Total Expenditures		-	-	-	-	-	-
Fund Balance Gain/Loss		11,277	81,628	5,660	5,500	3,137	4,000
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		341,657	423,285	428,944	434,444	432,081	438,444

Sanitary Sewer Enterprise Fund 601

DEPT. 49000		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		201,790	218,207	224,352	233,066	233,066	234,437
REVENUES:							
37210	Sewer Charges	224,682	226,671	240,056	242,000	134,763	242,000
36211	Investment Interest	4,422	4,369	2,534	3,000	1,678	2,500
36250	Refunds/Reimbursements	-	-	-	-	-	-
37230	Penalties	-	-	-	-	-	-
36255	Miscellaneous	-	-	-	-	-	-
37240	Sewer Connections	-	3,675	-	-	-	-
39101	Sale of Assets	-	-	-	-	-	-
Total Revenues		229,104	234,715	242,590	245,000	136,440	244,500
EXPENDITURES:							
101	Reg. FT Employees	17,451	22,169	22,825	26,676	6,084	27,379
102	On-Call Pay	11,822	13,193	10,884	12,000	5,085	12,000
121	PERA Contributions	1,981	2,286	2,409	2,804	1,177	2,855
122	FICA Contributions	2,469	2,683	2,724	2,959	1,300	3,013
131	Group Insurance	2,536	3,577	3,946	3,906	2,125	4,185
151	Worker's Comp.	858	1,932	1,798	934	-	947
Personnel Costs		37,117	45,840	44,586	49,279	15,770	50,379
201	General Supplies	-	-	-	-	-	-
212	Motor Fuels	394	369	536	500	263	550
227	Tools & Equipment	289	-	-	300	285	300
228	Misc. Repairs/Maint/Supply	-	-	244	400	-	400
301	Auditing	1,350	1,613	1,610	1,700	1,578	1,700
304	Engineering	2,997	3,211	481	3,000	-	3,000
308	Training/Conferences	560	300	-	600	300	500
315	Sewer Jetting	1,444	-	1,050	1,500	-	1,500
316	Sewer Televising	11,018	-	2,083	1,000	-	1,000
327	Other Services	6,040	11,408	13,312	5,000	3,299	7,000
331	Travel Expenses	-	119	-	200	-	100
361	General Liability	1,520	1,539	1,666	1,700	-	1,700
382	Water	66	69	63	100	16	100
387	Met Council Sewer Charges	115,587	128,590	132,610	138,000	78,523	140,000
391	Telephones/Pagers	228	263	244	250	126	300
402	City Truck Repair/Maint.	-	333	160	100	18	100
425	Clothing	786	933	942	1,000	338	1,000
442	Misc.	-	23	-	-	-	-
444	Contingency Funds	-	-	-	-	-	-
501	Depreciation	33,291	33,959	34,291	34,000	-	34,000
540	Machinery & Equipment	-	-	-	-	-	-
554	System Repairs (I/I)	-	-	-	5,000	-	-
Operating Costs		175,570	182,730	189,290	194,350	84,747	193,250
Total Expenses		212,687	228,570	233,876	243,629	100,517	243,629
Fund Balance Gain/Loss		16,417	6,145	8,714	1,371	35,923	871
39200	Transfers In	-	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		218,207	224,352	233,066	234,437	268,989	235,308

Storm Sewer Enterprise Fund 602

DEPT. 49100		2008	2009	2010	2011	2011	2012
		Actual	Actual	Actual	Adopted	As of June 30	Proposed
BEGINNING BALANCE		(9,196)	23,572	29,421	34,434	34,434	19,134
REVENUES:							
37300	Storm Sewer Fee	48,763	48,351	53,621	50,000	29,453	55,000
36211	Investment Interest	429	791	471	700	302	500
39999	Other	-	-	-	-	-	-
Total Revenues		49,192	49,142	54,092	50,700	29,756	55,500
EXPENDITURES:							
101	Reg. FT Employees	16,112	19,898	23,459	30,369	6,084	31,350
102	On-Call Pay	3,792	2,768	4,186	5,000	1,956	5,000
121	PERA Contributions	1,318	1,431	1,941	2,564	951	2,635
122	FICA Contributions	1,644	1,693	2,203	2,706	1,054	2,781
131	Group Insurance	1,737	2,220	3,203	4,284	1,726	4,590
151	Workers Compensation	858	1,045	1,157	777	-	793
Personnel Costs		25,461	29,054	36,149	45,700	11,770	47,149
201	General Supplies	-	-	-	-	-	-
212	Motor Fuels	394	340	536	500	263	500
227	Tools & Equipment	51	-	-	100	50	-
228	Misc. Repairs/Maint/Supply	-	26	-	-	-	-
301	Auditing	1,350	1,613	1,610	1,700	1,578	1,700
304	Engineering	-	7,281	-	9,000	124	5,000
308	Training/Conferences	-	-	70	500	-	-
314	Street Sweeping	-	-	-	-	-	-
327	Other Services	5,759	1,454	6,127	3,000	582	2,500
352	Public Information Notice	-	80	84	100	41	100
361	General Liability	1,520	1,539	1,666	1,700	-	1,700
391	Telephones/Pagers	228	263	244	300	126	300
402	City Truck Repair/Maint.	-	333	160	1,000	18	500
425	Clothing	786	933	942	900	338	1,000
438	Dues & Subscriptions (Permits)	875	375	875	500	500	500
442	Misc. (Public Education)	-	-	617	1,000	-	1,000
444	Contingency Funds	-	-	-	-	-	-
501	Depreciation	-	-	-	-	-	-
540	Machinery & Equipment	-	-	-	-	-	-
554	Storm System Repairs	-	-	-	-	-	-
Operating Costs		10,963	14,238	12,930	20,300	3,620	14,800
Total Expenditures		36,424	43,293	49,080	66,000	15,390	61,949
Fund Balance Gain/Loss		12,768	5,849	5,013	(15,300)	14,366	(6,449)
39200	Transfers In	20,000	-	-	-	-	-
710	Transfers Out	-	-	-	-	-	-
Ending Fund Balance		23,572	29,421	34,434	19,134	48,800	12,685