

FILE

**LAUDERDALE CITY COUNCIL MEETING AGENDA
7:30 P.M. TUESDAY, AUGUST 24, 2010
LAUDERDALE CITY HALL, 1891 WALNUT STREET**

1. 7:00 P.M. TOUR OF FINN SISU
2. ROLL CALL
3. APPROVAL OF THE AGENDA
4. APPROVALS
 - a. Minutes of the August 4, 2010, City Council Meeting
 - b. Claims Totaling \$54,458.34
5. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL
6. CONSENT
 - a. PCIC Minutes
 - b. PCIC Reappointments
7. SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS
8. PUBLIC HEARINGS Public hearings are conducted so that the public affected by a proposal can have input into the decision.
 - a. Public Input on the 2011 Budget and Levy
9. REPORTS
 - a. Update on CDBG Grant for Playground Equipment
10. DISCUSSION / ACTION
 - a. Request by Owner of 1862 Bustis Street to Move a Garage into the City
 - b. Settlement Agreement with Harvey & Jeannette Skow, 1931 Carl Street
 - c. Resolution 082410A – A Resolution Accepting Recycling Bins from Ramsey County
 - d. 2011 Budget and Levy Discussion
 - e. Informational Kiosk for the Park Discussion
 - f. Proposed Social Room Policy Revisions
11. ITEMS REMOVED FROM THE CONSENT AGENDA
12. ADDITIONAL ITEMS
13. SET AGENDA FOR NEXT MEETING
 - a. Adopt 2011 Preliminary Levy
14. WORK SESSION
 - a. Municipal Liquor Store Discussion
15. ADJOURN

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

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August 4, 2010

Mayor Dains called the City Council meeting to order at 7:30 p.m.

Councilors present: Mary Gaasch, Denise Hawkinson, Roxanne Grove, Lara Mac Lean, and Mayor Jeff Dains. Councilors absent: none.

Staff present: Heather Butkowski, City Administrator.

Mayor Dains asked for changes to the meeting agenda. Butkowski added a claims batch totaling \$1,869.89. **Councilor Hawkinson moved to approve the agenda as amended. Councilor Mac Lean seconded the motion and it passed unanimously.**

Councilor Gaasch moved to approve the July 27, 2010, City Council meeting minutes. Councilor Mac Lean seconded the motion and it passed unanimously.

Councilor Gaasch moved approval of two claims batches totaling \$51,673.78 and \$1,869.89 respectively. Councilor Mac Lean seconded the motion and it passed unanimously.

Mayor Dains asked if members of the public wished to address the Council. No one present wished to do so.

Butkowski reported on plans for Day in the Park. The parade begins at noon and will start at the Park before processing south on Pleasant, west on Ione, north on Malvern, and east on Roselawn. Games, food, and entertainment will follow at 12:30 p.m. Hamline Autobody sponsored Lazy Does It to provide music for the event. There will be a break in the music at 1:30 p.m. for the puppet wagon. Volunteers are needed for set-up, clean-up, and to run games during the event.

Butkowski also reported on the August 10 primary. Lauderdale residents may vote at City Hall through 5:00 p.m. Monday, August 9. City Hall will be open Saturday, August 7 from 10:00 a.m. to 3:00 p.m. for absentee voting as well. The polls are open on election day from 7:00 a.m. to 8:00 p.m. All voting is done at City Hall.

Ramsey County's meeting with finance officers is scheduled for August 24. Butkowski said she will try to get the materials prior to that date so the Council will not have to schedule a special meeting to discuss the budget prior to levy adoption.

Butkowski reiterated that assessed values within the City have yo-yoed. Lauderdale is the only city within Ramsey County where single-family homes have appreciated (.78%). The assessed values of Brandy Chase condominiums have increased 12.97% as well. The owners of apartment

LAUDERDALE CITY COUNCIL
MEETING MINUTES
Lauderdale City Hall
1891 Walnut Street
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buildings (9.51%), commercial property (5.0%), and Rosehill townhomes (8.51%) all saw significant decreases in their assessed value.

Mayor Dains asked staff to investigate the possibility of a municipal liquor store as an alternative source of revenue. Butkowski said many cities have been looking at the option, but due to their size and the presence of existing liquor stores, many are not able to enter into the business. Lauderdale, due to its population and absence of other establishments with intoxicating liquor licenses, would be able to establish a municipal liquor store. Butkowski will share with the Council information from Paul Kaspssack, Executive Director of the Minnesota Municipal Beverage Association, at the next meeting.

Butkowski reviewed the preliminary agenda for the next meeting, which includes a tour of Finn Sisu starting at 7:00 p.m. The meeting will continue at City Hall at 7:30 p.m. with a budget and levy discussion in addition to the follow up discussion on municipal liquor stores.

The Mayor announced the City Council was moving into closed session to discuss pending litigation. The Council moved into closed session at 7:50 p.m.

The Council returned from closed session at 8:40 p.m.

There being no further business on the council agenda, Councilor Hawkinson moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 8:41 p.m.

Respectfully submitted,



Heather Butkowski
City Administrator

**CITY OF LAUDERDALE
CLAIMS FOR APPROVAL**

August 24, 2010 City Council Meeting

08/06/10 Payroll: Direct Deposit # 501006-501010	\$6,301.10
08/06/10 Payroll: Payroll Liabilities, e-payments 473E-475E	\$5,772.04
08/20/10 Payroll: Direct Deposit # 501011-501021	\$7,788.76
08/20/10 Payroll: Checks #'s 20323-20344	\$899.50
08/20/10 Payroll: Payroll Liabilities, e-payments 476E-479E	\$6,865.65
<u>Vendor Claims</u>	
08/24/10: Check #'s 020335-020357	\$26,831.29
SUBTOTAL	\$54,458.34

Total Claims for Approval \$54,458.34

CITY OF LAUDERDALE Payments

Current Period: AUGUST 2010

Batch Name	080610pay	User Dollar Amt	\$5,772.04	Computer Dollar Amt	\$5,772.04	In Balance	\$0.00	
Refer	1586	NORTH STAR BANK, CHECKING S		CK# 000473E 8/10/2010				
Cash Payment	G 101-21703 FICA WITHHOLDING.			08/06/10 payroll			\$1,737.96	
Invoice								
Cash Payment	G 101-21701 FEDERAL TAXES			08/06/10 payroll			\$776.63	
Invoice								
Transaction Date	8/10/2010							
Refer	1587	ICMA RETIREMENT TRUST - 457		CK# 000474E 8/10/2010				
Cash Payment	G 101-21705 ICMA RETIREMENT			08/06/10 payroll			\$1,839.23	
Invoice								
Transaction Date	8/10/2010							
Refer	1588	PERA		CK# 000475E 8/10/2010				
Cash Payment	G 101-21704 PERA			08/06/10 payroll			\$1,418.22	
Invoice								
Transaction Date	8/10/2010							
NORTH STAR CHEC	10100							
Total							\$1,418.22	
Fund Summary								
10100 NORTH STAR CHECKING								
101 GENERAL								
				\$5,772.04				
				\$5,772.04				
				\$5,772.04				
				\$0.00				
				\$5,772.04				
				\$5,772.04				
				\$5,772.04				

Pre-Written Checks \$5,772.04

Checks to be Generated by the Computer \$0.00

Total \$5,772.04

CITY OF LAUDERDALE

Payments

Current Period: AUGUST 2010

Batch Name	082010pay	User Dollar Amt	\$6,865.65
Payments		Computer Dollar Amt	\$6,865.65

In Balance \$0.00

Refer	1614	NORTH STAR BANK, CHECKING S	CK# 000476E	8/19/2010	08/20/10 payroll	\$824.18
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Cash Payment	G 101-21701	FEDERAL TAXES		8/19/2010	08/20/10 payroll	\$1,901.30
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Invoice				8/19/2010		
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Cash Payment	G 101-21703	FICA WITHHOLDING		8/19/2010	08/20/10 payroll	\$2,725.48
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Invoice				8/19/2010		
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Transaction Date	8/19/2010	NORTH STAR CHEC	10100	Total	\$2,725.48
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Refer	1615	PERA	CK# 000477E	8/19/2010	08/20/10 payroll	\$1,413.99
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Cash Payment	G 101-21704	PERA		8/19/2010	08/20/10 payroll	\$1,413.99
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Invoice				8/19/2010		
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Transaction Date	8/19/2010	NORTH STAR CHEC	10100	Total	\$1,413.99
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Refer	1616	ICMA RETIREMENT TRUST - 457	CK# 000478E	8/19/2010	08/20/10 payroll	\$1,839.23
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Cash Payment	G 101-21705	ICMA RETIREMENT		8/19/2010	08/20/10 payroll	\$1,839.23
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Invoice				8/19/2010		
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Transaction Date	8/19/2010	NORTH STAR CHEC	10100	Total	\$1,839.23
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Refer	1617	MINNESOTA DEPT OF REVENUE	CK# 000479E	8/19/2010	8/10 payroll	\$886.95
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Cash Payment	G 101-21702	STATE WITHHOLDING		8/19/2010	8/10 payroll	\$886.95
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Invoice				8/19/2010		
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Transaction Date	8/19/2010	NORTH STAR CHEC	10100	Total	\$886.95
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Fund Summary

10100 NORTH STAR CHECKING
101 GENERAL

\$6,865.65

\$6,865.65

Pre-Written Checks	\$6,865.65
Checks to be Generated by the Computer	\$0.00
Total	\$6,865.65

CITY OF LAUDERDALE

*Check Detail Register©

AUGUST 2010

Check Amt Invoice Comment

10100 NORTH STAR CHECKING		Paid Chk# 020335		8/24/2010		ABDO EICK & MEYERS LLP	
E 101-41500-301	AUDITING	\$560.00		'09 TIF District Reports			
E 602-49100-301	AUDITING	\$70.00		'09 TIF District Reports			
E 601-49000-301	AUDITING	\$70.00		'09 TIF District Reports			
Total ABDO EICK & MEYERS LLP		\$700.00					
Paid Chk# 020336		8/24/2010		AFSCME			
G 101-21709	UNION DUES	\$100.96		8/10 union dues			
Total AFSCME		\$100.96					
Paid Chk# 020337		8/24/2010		AHDN ATTORNEYS			
E 101-41500-300	LEGAL FEES - PROSECUTING	\$850.00	3744	7/10 legal fees			
E 101-41500-355	MISC PRINTING/PROCESS SER	\$2.10	3744	7/10 misc processing fee			
Total AHDN ATTORNEYS		\$852.10					
Paid Chk# 020338		8/24/2010		BONESTROO, ROSENE, ANDERLIK			
E 101-43000-304	ENGINEERING	\$144.00	181032	7/10 Engineering Services-Skow			
Total BONESTROO, ROSENE, ANDERLIK		\$144.00					
Paid Chk# 020339		8/24/2010		CINTAS			
E 602-49100-425	CLOTHING	\$59.37		8/10 PW uniforms			
E 601-49000-425	CLOTHING	\$59.37		8/10 PW uniforms			
Total CINTAS		\$118.74					
Paid Chk# 020340		8/24/2010		CITY OF ROSEVILLE			
E 101-41200-391	TELEPHONE/PAGERS	\$95.40	0010911	8/10 Phone Services			
E 101-41200-306	CONSULTING FEES	\$453.33	0010930	8/10 IT Services			
Total CITY OF ROSEVILLE		\$548.73					
Paid Chk# 020341		8/24/2010		CROIX OIL			
E 601-49000-212	MOTOR FUELS	\$13.93	329298	7/10 fuel			
E 602-49100-212	MOTOR FUELS	\$13.93	329298	7/10 fuel			
E 101-43000-212	MOTOR FUELS	\$65.02	329298	7/10 fuel			
Total CROIX OIL		\$92.88					
Paid Chk# 020342		8/24/2010		INTEGRA			
E 101-41200-391	TELEPHONE/PAGERS	\$44.18	7222564	7/10 fax line			
Total INTEGRA		\$44.18					
Paid Chk# 020343		8/24/2010		KENNEDY & GRAVEN			
E 101-41500-305	LEGAL FEES - CIVIL	\$80.00		7/10 legal services- JPA for IT Services			
E 101-41500-305	LEGAL FEES - CIVIL	\$704.00		7/10 legal services-TC Die			
E 101-41500-305	LEGAL FEES - CIVIL	\$192.00		7/10 legal services-Skow			
Total KENNEDY & GRAVEN		\$976.00					
Paid Chk# 020344		8/24/2010		LMC INSURANCE TRUST			
E 101-41100-151	WORKERS' COMP PREMIUM	\$87.00	18511	8/11-10-8/11-11 Work Comp Insurance			
E 101-41500-151	WORKERS' COMP PREMIUM	\$87.00	18511	8/11-10-8/11-11 Work Comp Insurance			

***Check Detail Register©**

CITY OF LAUDERDALE

AUGUST 2010

Check Amt Invoice Comment

E 101-41200-151	WORKERS' COMP PREMIUM	\$617.00	18511	8/1/10-8/1/11 Work Comp Insurance
E 101-43400-151	WORKERS' COMP PREMIUM	\$1,077.00	18511	8/1/10-8/1/11 Work Comp Insurance
E 101-43000-151	WORKERS' COMP PREMIUM	\$2,272.00	18511	8/1/10-8/1/11 Work Comp Insurance
E 602-49100-151	WORKERS' COMP PREMIUM	\$574.00	18511	8/1/10-8/1/11 Work Comp Insurance
E 203-50000-151	WORKERS' COMP PREMIUM	\$38.00	18511	8/1/10-8/1/11 Work Comp Insurance
E 601-49000-151	WORKERS' COMP PREMIUM	\$752.00	18511	8/1/10-8/1/11 Work Comp Insurance
E 202-49500-151	WORKERS' COMP PREMIUM	\$72.00	18511	8/1/10-8/1/11 Work Comp Insurance
E 101-41200-361	GENERAL LIABILITY	\$291.00	18642	8/1/10-8/1/11 Volunteers Accident Insu
Total LMC INSURANCE TRUST				
		\$6,983.00		
Paid Chk# 020345	8/24/2010	MAMA		
E 101-41200-308	TRAINING/CONFERENCES	\$20.00	197	HB Luncheon Meeting
Total MAMA				
		\$20.00		
Paid Chk# 020346	8/24/2010	MET-COUNCIL ENVIRONMENTAL SER.		
E 601-49000-387	WATER TREATMENT SERVICE	\$11,050.86	0000937877	9/10 Wastewater treatment
Total MET-COUNCIL ENVIRONMENTAL SER.				
		\$11,050.86		
Paid Chk# 020347	8/24/2010	NORTH STAR BANK, PETTY		
E 201-45600-440	MEETING EXPENSES	\$30.00		PCIC meeting expense
E 101-43400-203	POSTAGE	\$5.54		cert. letter-rental housing
E 101-43400-203	POSTAGE	\$5.54		cert. letter-zoning
E 101-41200-331	TRAVEL EXPENSE	\$8.00		parking court/Skow
E 101-41500-201	GENERAL SUPPLIES	\$16.47		cup primary election judge food
E 101-41200-201	GENERAL SUPPLIES	\$73.82		Office Max misc office supplies
E 201-45600-377	DAY IN THE PARK	\$6.42		Sport Auth.-Dodge ball for DIP
Total NORTH STAR BANK, PETTY				
		\$145.79		
Paid Chk# 020348	8/24/2010	NORTH SUBURBAN COMMUNICATIONS		
E 202-49500-327	OTHER SERV- SEWER/NPDES I	\$709.29	10-174	2q10 webstreaming/programming
Total NORTH SUBURBAN COMMUNICATIONS				
		\$709.29		
Paid Chk# 020349	8/24/2010	PUBLIC EMPLOYEES INS PROGRAM		
G 101-21706	HEALTH INSURANCE	\$2,589.20		9/10 insurance benefits
Total PUBLIC EMPLOYEES INS PROGRAM				
		\$2,589.20		
Paid Chk# 020350	8/24/2010	SAFETY SIGNS		
E 201-45600-378	NATIONAL NIGHT OUT	\$119.00	101771	night to unite barricades
Total SAFETY SIGNS				
		\$119.00		
Paid Chk# 020351	8/24/2010	SCOTT ENSRUD		
E 201-45600-368	FUN RUN/WALK	\$632.95	300813	Fun Run T-shirts
Total SCOTT ENSRUD				
		\$632.95		
Paid Chk# 020352	8/24/2010	SPRINT PCS		
E 101-43000-391	TELEPHONE/PAGERS	\$35.15		7/10 PW Cell phones
E 602-49100-391	TELEPHONE/PAGERS	\$17.58		7/10 PW Cell phones
E 601-49000-391	TELEPHONE/PAGERS	\$17.58		7/10 PW Cell phones

CITY OF LAUDERDALE

*Check Detail Register®

AUGUST 2010

Check Amt Invoice Comment

Check Amt	Invoice	Comment
\$70.31		Total SPRINT PCS
	8/24/2010	SUBURBAN ACE HARDWARE
\$19.22	81310	MISC REPAIRS MAINT SUPPLIE
\$19.22		Misc Maint. Supplies
	8/24/2010	TIM AND TOMS SPEEDY MARKET
\$92.58		GENERAL SUPPLIES
\$92.58		primary election judge food
	8/24/2010	XCEL ENERGY, CITY HALL
\$28.22	161781723	GAS UTILITIES
\$28.22		7/10 city hall gas
\$200.84	332734575	ELECTRIC
\$229.06		Total XCEL ENERGY, CITY HALL
	8/24/2010	XCEL ENERGY, PARK & GARAGE
\$15.84	248833595	ELECTRIC
\$15.84		7/10 PW & WH Electric
\$15.85	248833595	ELECTRIC
\$15.85		7/10 PW & WH Electric
\$25.24	248833595	GAS UTILITIES
\$25.24		7/10 PW & WH Gas
\$25.24	248833595	GAS UTILITIES
\$25.24		7/10PW & WH Gas
	8/24/2010	XCEL ENERGY, STREET LIGHTING
\$38.36	332812701	STREET LIGHT UTILITY
\$38.36		7/10 bridge lighting
\$471.91	333035438	STREET LIGHT UTILITY
\$510.27		Total XCEL ENERGY, STREET LIGHTING
\$26,831.29		10100 NORTH STAR CHECKING
		Fund Summary
		101 GENERAL
\$12,525.01		201 COMMUNITY EVENTS
\$788.37		202 COMMUNICATIONS
\$38.00		203 RECYCLING
\$11,963.74		601 SEWER UTILITIES
\$734.88		602 STORM SEWER ENTERPRISE FUND
\$26,831.29		

LAUDERDALE COUNCIL	
MEETING DATE August 24, 2010 ITEM NUMBER PCIC Minutes STAFF INITIAL Jim APPROVED BY ADMINISTRATOR _____	ACTION REQUESTED Consent <input checked="" type="checkbox"/> X Special _____ Public Hearing _____ Report _____ Discussion/Action _____ Resolution _____ Work session _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Attached are the minutes from the Park & Community Involvement Committee meeting of August 9, 2010.

OPTIONS:

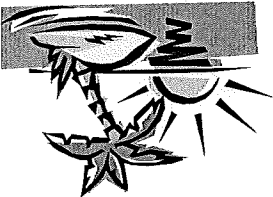
- 1) Approve as consent item.
- 2) Remove from consent for discussion.

STAFF RECOMMENDATION:

Motion to acknowledge receipt of and placing on file the attached minutes of the Park & Community Involvement Committee.

COUNCIL ACTION:

**MINUTES
MONDAY, AUGUST 9, 2010
PARK & COMMUNITY INVOLVEMENT COMMITTEE**



1. CALL TO ORDER 6:37 p.m.

2. ROLL CALL

Members Present: Trygve Hansen, Bob Milligan, Peiju Picard
Members Absent: Monica Gallagher
Staff & Council Present: Jim Bownik
Others Present: Gail Johnstone

3. APPROVAL OF THE AGENDA

Milligan motioned to approve the agenda, second by Picard. Motion carried unanimously.

4. APPROVAL OF MINUTES OF JUNE 7, 2010 MEETING

Picard motioned to approve the minutes, second by Milligan. Motion carried unanimously.

5. REPORTS

A. Playground Improvements

Bownik informed the committee that the next step in the process is for the committee to recommend a color scheme for the large play structure. After reviewing the play palette options from the GameTime catalogue, the committee indicated support for the Festive, Candy, or Fresh color scheme. Milligan stated he favored blue slides. He also questioned whether colors such as red and yellow will fade. Bownik stated red and yellow have had problems with fading, but recent improvements to these colors may prevent future fading. Bownik added that the butterscotch color is good alternative to yellow. He also informed the committee that a custom design is an option.

The committee agreed the Candy color scheme was the best choice because of the blue slides, and the use of burgundy and butterscotch instead of red and yellow. Hansen suggested changing the decks from blue to green or dark green to include a fourth color.

Hansen motioned to select the Candy color scheme for the large play structure, with green or dark green decks instead of blue. Milligan seconded the motion and it passed unanimously.

B. June & July Music Under the Trees Wrap Up

Milligan and Bownik reported on the Music Under the Trees events. Approximately 100 people attended the Fairlanes in June, and approximately 130 attended the Roseville Area Community Band in July (not including the band). The weather was good for both events. Schwan's provided frozen treats, and held a fund raiser for community events, but did not reach the \$750 threshold for donating 10% of the proceeds either time. Hamline Auto Body sponsored the music for both events. The committee suggested keeping the format the same for next year.

6. DISCUSSION/ACTION

A. Day in the Park Planning #2/2

The committee discussed final details for the event including volunteers, games and activities, food, set up, etc. Bownik sated he made the initial contacts for the parade and volunteers. Mac Lean is following up with the parade contacts, Gallagher is following up with groups for set up, and Trygve and Peiju will follow up with activities and food volunteers as needed. Milligan will help coordinate the set up from 9-11 a.m. Bownik and Milligan will meet at the park the day before the event to review the set up.

7. OTHER BUSINESS

8. SET PRELIMINARY AGENDA FOR NEXT MEETING

Hansen read the preliminary agenda for the next meeting.

9. SET DATE FOR NEXT MEETING

The committee meets on the first or third Mondays of the month depending on the needs and commitments of the committee. The next meeting will be Monday, September 20 at 6:30 p.m.

10. ADJOURNMENT

Milligan motioned to adjourn the meeting, second by Picard. Motion carried unanimously and adjourned at 7:49 p.m.

LAUDERDALE COUNCIL	ACTION REQUESTED
MEETING DATE August 24, 2010 ITEM NUMBER PCIC Re-appointment STAFF INITIAL Jim APPROVED BY ADMINISTRATOR _____	Consent <input checked="" type="checkbox"/> X Special _____ Public Hearing _____ Report _____ Discussion/Action _____ Resolution _____ Work session _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The following member has applied for re-appointment to the committee:

1) Trygve Hansen, 1907 Eustis Street.

Trygve was appointed to the PCIC for a two year term in July 2008. He served as the vice chair from September 2008 to December 2009, and has served as the chair of the committee since the beginning of 2010.

Trygve's re-appointment keeps the total membership at four including Monica Gallagher, Bob Milligan, and Peju Picard.

OPTIONS:

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

STAFF RECOMMENDATION:

By approving the consent agenda, the council is re-appointing Trygve Hansen to the PCIC for a two year term.

COUNCIL ACTION:



COUNCIL ACTION:

STAFF RECOMMENDATION: Motion to approve the request of Jim Stewart, 1862 Eustis Street, to move into the City of Lauderdale a garage assuming all requirements of the City Code are met.

OPTIONS: 1) Approve the request to move the proposed garage assuming all requirements of the City Code are met.
 2) Do not approve the request to move the garage.
 3) Approve with other conditions, as deemed necessary.

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Jim Stewart, 1862 Eustis Street, has requested to allow a garage to be moved on to his property. This garage would replace one that was previously demolished. Title 9 (Building Regulations), Chapter 9 of the City Code: Moving Buildings, addresses this request. The only buildings that can be moved in to the City of Lauderdale with City Council approval are accessory buildings such as garages. In those cases, there are four other main criteria that must be met including:

- The building will be Zoning and Building Code compliant;
- The building will replace an older accessory structure;
- The building is consistent with the architecture of the principal building; and
- The location of the building is not detrimental to other buildings on the property or adjacent properties.

Issues to Consider:

- A building permit would be required for the construction of a new foundation and concrete slab for the structure. The old concrete slab is still there in the location of the previous garage, but is in poor condition.
- A driveway permit would not be required. The existing driveway is gravel, and can be maintained as such.

Enclosures: Letter, site plan, and photos; City Code Title 9- Building Regulations, Chapter 9- Moving Buildings

LAUDERDALE COUNCIL		ACTION REQUESTED	
MEETING DATE	August 24, 2010	Consent	_____
ITEM NUMBER	Moving Buildings—1862 Eustis Street	Public Hearing	_____
STAFF INITIAL	Jim	Report	_____
APPROVED BY ADMINISTRATOR	_____	Discussion/Action	<u> X </u>
		Resolution	_____
		Work session	_____

The intent of this memo is to formally request of the city approval to move on to 1862 Eustis a double garage in the location of the previous garage. The garage is quite new built in the last 5-7 years. The following are the details of the proposal:

* The garage is approximately 18 by 21

* Note there is treated wood around the base

* Attached are three photos from the two sides and the front

* Also attached is the lot photo received from the city Included in the photo is the Intended location of the garage

* A professional mover will be hired to move the garage on the site.

It is our intent to accomplish this work in Sept. If there are any questions or if additional information is needed please call me at 763-767-6287(home) 763-4438117(cell)

Date: August 13th, 2010

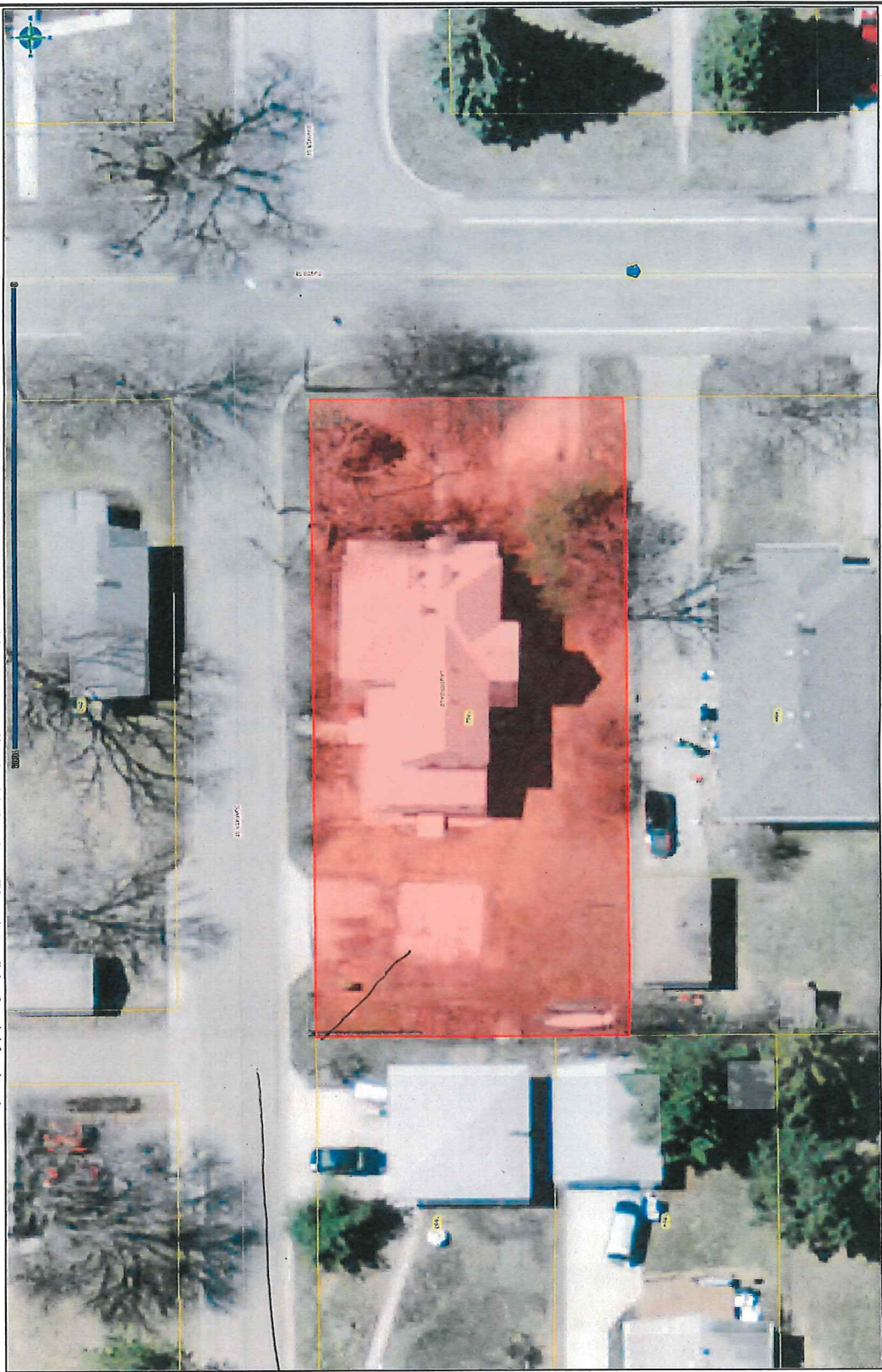
Regarding: Garage proposal

From: Jim Stewart

To: David Himrichs



1862 Eustis



- Selected Feature
- Municipality
- Road Centerline (County)
- County Road
- Interstate Hwy
- State Road
- Water
- Structure
- Parcel Polygons
- 2009 Color Aerials
- Highway Shields
- Street Name Labels

Location

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 June 28, 2010; The Lawrence Group June 28, 2010 for County parcel and inventory records data; June 2010 for commercial and residential data; April 2009 for color aerial imagery. All other sources click on Data Information button





CHAPTER 9
MOVING BUILDINGS
SECTION :

- 9-9--1: Permit Required; Fee
- 9-9--2: Criteria For Approval
- 9-9--3: Required Information
- 9-9--4: Inspection Of Structure And Equipment
- 9-9--5: Referral To Chief Of Police
- 9-9--6: Written Agreement
- 9-9--7: Deposit
- 9-9--8: Utilities
- 9-9--9: Additional Conditions
- 9-9-10: Safety Devices
- 9-9-11: Revocation Of Permit
- 9-9-12: Penalty ;2R;

9-9-1: PERMIT REQUIRED; FEE:

A. Application; Permit: It shall be unlawful for any person to move any building or structure into the City from any place outside the City, or wholly within the City from one lot or parcel to another, or from the City to a point outside of this City without first making application to the Building Inspector and securing a permit therefor as hereinafter provided.

B. Fee: Upon making application for a permit to move such building or structure there shall be paid a fee as determined from time to time by resolution of the City Council.

C. Exception: No moving permit shall be required for the moving of any house, building or structure or part thereof, in size smaller than the following dimensions: eight feet (8') high, ten feet (10') wide, and fifteen feet (15') long. (Ord. 35, 9-14-1971; 1996 Code)

9-9-2: CRITERIA FOR APPROVAL:

A. New Structures: Whether or not a permit is required, no building shall be moved to a location within the City unless such building is a new structure which conforms in all respects with the requirements of the zoning and construction ordinances of this City for such new structure and unless the required permits have been obtained for the inspection of such structure for conformity with the requirements of the ordinances of this City.

B. Old Structures: By special permission of the Council, a building which is not new may be moved to a location within the City but only if the Council finds:

1. Code Compliance: The building will comply with the zoning and construction ordinances of the City;

2. Accessory Building: The building is an accessory building to a dwelling, such as a garage;

3. Replacement: The building will replace an older accessory building;

4. Consistent Architecture: The building will be consistent with the architecture of the dwelling for which it is an accessory building;

5. Nondetrimental: The location of such building at its proposed location in the City will not have a detrimental effect upon the property on which it is to be located or on adjacent properties; and

6. Additional Conditions: If the Council determines to grant such special permission, it may impose conditions upon the granting thereof. (Ord. 35, 9-14-1971; 1996 Code)

9-9-3: REQUIRED INFORMATION:

Upon making an application required by this Chapter, the applicant shall furnish the Building Inspector with such information as he may require relative to the size, location, method of construction, and type of building or structure, the equipment proposed to be used in the moving, the length of time that such building or structure will be on city streets, the days and hours when such moving is to be made, the financial responsibility of the applicant and the insurance protection carried by the applicant. (Ord. 35, 9-14-1971)

9-9-4: INSPECTION OF STRUCTURE AND EQUIPMENT:

A. Access For Inspection: The applicant shall give access to said building or structure to the Building Inspector for the purposes of inspection, and shall permit the Building Inspector to inspect the equipment to be used in such moving.

B. Reasonable Safety Required: No such application for a moving permit shall be granted by the Building Inspector unless such building or structure can be moved with reasonable safety to persons or property within this City.

C. Imposition Of Conditions: The Building Inspector may impose such conditions as are necessary to assure the public safety from injury to persons or property within this City. (Ord. 35, 9-14-1971)

9-9-5: REFERRAL TO CHIEF OF POLICE:

A. Referral By Building Inspector: After examination of the application and the facts relative thereto, if the Building

Inspector shall be satisfied that the ordinances of this city will not be violated by such moving and that the public safety will not be jeopardized thereby, he shall refer the application to the Chief of Police.

B. Review Of Application: The Chief of Police shall examine such application and the facts relative thereto to determine the advisability of any proposed use of the city streets from the viewpoint of traffic and public safety on the days and hours when the proposed moving would take place.

C. Imposition Of Conditions: He may impose such conditions with respect to the days or hours of moving, or the route to be followed within the city or traffic or safety devices to be used, as he shall determine to be necessary to assure traffic and public safety. (Ord. 35, 9-14-1971)

9-9-6: WRITTEN AGREEMENT:

If any conditions are imposed upon the proposed moving operation, said permit shall not be granted until the applicant shall have agreed and assented to such conditions in writing. (Ord. 35, 9-14-1971)

9-9-7: DEPOSIT:

A. Cash Deposit Required: Before any permit is issued the applicant shall make a cash deposit of one hundred dollars (\$100.00) with the Building Inspector to reimburse the city for any expense incurred by the city in connection with said moving and to guarantee that all rubbish and materials will be removed from premises within this city from which the building or structure has been moved, and that all walls and excavations be filled and leveled to existing grade and left in a safe and sanitary condition.

B. Work Performed By City: If such conditions with respect to such premises are not met, the city shall proceed to do the necessary work and charge the cost thereof against the cash deposit.

C. Refund: After all work under said permit is completed and after deducting any expense incurred by the city, any monies remaining in the cash deposit shall be returned to the person making such deposit.

D. Inadequate Deposit: If said deposit is inadequate, the applicant shall, by reason of such application and permit, be obligated to pay any such additional expense within thirty (30) days after the city has completed such work. (Ord. 35, 9-14-1971)

A. Termination Of Services: Before moving any house or structure, the mover or owner of the premises within the City from which it is moved shall plug the sewer line with a concrete stopper, shut off the water, pay for all sewer and water service previously provided. The electric, telephone and gas services which might be connected with the house or structure shall be removed by the service company.

B. Overhead Wires:

1. Displacement: In every case in which a moving operation shall require the displacement of any overhead wires, it shall be performed by the person owning, operating and controlling such wires.

2. Proof Of Displacement: Prior to the issuance of a permit for moving operations which will entail the moving of overhead wires, the applicant shall furnish the Building Inspector with satisfactory proof that the displacement of such wires will be made by the person owning, operating and controlling such wires, on the dates and at the times designated for the passage of such house or structure. (Ord. 35, 9-14-1971)

9-9-9: ADDITIONAL CONDITIONS:

At any time during such moving operation the Building Inspector or the Chief of Police may issue any further order, whether of an emergency nature or otherwise, which such person shall find to be necessary to compel compliance with the ordinances of this City, the terms of the application and permit, or to ensure the public safety. (Ord. 35, 9-14-1971)

9-9-10: SAFETY DEVICES:

Any flares, street barriers, parking signs or similar safety devices required by law or required pursuant to the terms of this Chapter shall be provided by the permit holder at his own expense. (Ord. 35, 9-14-1971)

9-9-11: REVOCATION OF PERMIT:

Refusal by the permit holder or any person acting on his behalf to comply with the terms or provisions of this Chapter or to adopt any safety or precautionary device or method imposed upon such moving operation shall be a violation of this Chapter and shall be cause for immediate revocation of the permit. (Ord. 35, 9-14-1971)

9-9-12: PENALTY:

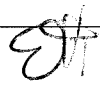
A. Any person who shall violate any provision of this Chapter shall, upon conviction therefor, be subject to penalty as

provided in Section 1-4-1 of this Code.

B. Continuing Violation: The continued violation of any of the provisions of this Chapter or any condition or order imposed hereunder shall be and constitute a separate offense under this Chapter for each and every day such violation shall continue. (Ord. 35, 9-14-1971; 1996 Code)

LAUDERDALE COUNCIL ACTION FORM

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

Meeting Date	August 24, 2010		
ITEM NUMBER	Skow Agreement	STAFF INITIAL	
APPROVED BY ADMINISTRATOR			

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The pre-trial settlement meeting occurred on August 18 with the Honorable Gregg Johnson presiding over the negotiations. Councillor Mac Lean and I were there with Bob Alsop and Mark Rossow from the League of Minnesota Cities Trust. Both Harvey and Jeanette Skow were there as well. To make a long story short, the Skow's agreed to settle after some modification were made to the agreement and the League offered to pay them \$8,500.

Personally, I would like to see more language defining the location of the retaining wall but it was better to get the agreement settled (and avoid trial) than worry over the details. That will be something staff works with Harvey on when he applies for the variance.

The modifications were primarily in section 5 regarding the setback variance for the retaining wall.

- OPTIONS:**
1. Approve the settlement agreement with Harvey and Jeanette Skow as presented.
 2. Do not approve the settlement agreement with Harvey and Jeanette Skow; provide guidance on issues to follow up on with the city attorney.

STAFF RECOMMENDATION:

Motion to approve the settlement agreement with Harvey and Jeanette Skow as presented.

COUNCIL ACTION:

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.

1. REPRESENTATIONS AND WARRANTIES

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

AGREEMENT

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

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

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, in 2002, the City paved the Alley;

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

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

AND

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

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"):

RECITALS

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").

SETTLEMENT AGREEMENT

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.

6. MUTUAL RELEASE OF ALL CLAIMS

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.

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.

5. SETBACK VARIANCE FOR RETAINING WALL

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.

4. CITY MAINTENANCE OF EXISTING CURB

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.

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

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.

2. PAYMENT

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

12. TITLES OF ARTICLES AND SECTIONS.

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.

11. ACKNOWLEDGMENT OF READING AND UNDERSTANDING AND CONSULTATION WITH COUNSEL

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

10. GOVERNING LAW

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

9. ENTIRE AGREEMENT

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

8. NON-WAIVER

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).

7. DISMISSAL OF SUIT

By: Heather Burkowski, Clerk

Date

By: Jeffrey Dains, Mayor

Date

CITY OF LAUDERDALE

Harvey Allen Skow

Date

Jeanette O. Skow

Date

JEANETTE O. SKOW AND HARVEY ALLEN SKOW

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

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.

14. SEVERABILITY

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

13. COUNTERPARTS

provisions.

(Easement Agreement)

EXHIBIT A

Abstract/Torrens

EASEMENT

THIS INSTRUMENT is made by Harvey Allen Skow and Jeanette O. Skow, husband and wife, Grantors, in favor of the City of Lauderdale, a municipal corporation organized under the laws of the state of Minnesota, Grantee.

Recitals

A. Grantors are the fee owners of the following described property in Ramsey County, Minnesota (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.

B. Grantors have agreed to grant to the Grantee an easement, according to the terms and conditions contained herein.

Terms of Easement

1. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantors, Grantors grant and convey to the Grantee the following easement:

A non-exclusive easement for use and maintenance as a public alley over, under, across and through those parts of Lot 10, Block 4, Garcelon's Addition and Lots 11 and 12 (except the East 65 feet), Block 4, Garcelon's Addition to St. Paul, according to the recorded plat thereof, described as follows: Beginning at the southwest corner of Lot 12, Block 4, Garcelon's Addition to St. Paul, Ramsey County, Minnesota; thence North 00 degrees 35 minutes 48 seconds East, assumed bearing along the west line of Lots 12, 11 and 10, Block 4, a distance of 101.22 feet to its intersection with the east edge of bituminous; thence South 01 degrees 58 minutes 52 seconds East along said edge of bituminous a distance of 10.02 feet; thence South 09 degrees 05 minutes 49 seconds East along said edge of bituminous a distance of 3.22 feet; thence South 00 degrees 32 minutes 58 seconds East along said edge of bituminous a distance of 35.25 feet; thence

South 02 degrees 43 minutes 18 seconds East along said edge of bituminous a distance of 26.60 feet; thence South 00 degrees 12 minutes 54 seconds West along said edge of bituminous a distance of 19.62 feet; thence South 07 degrees 25 minutes 09 seconds East along said edge of bituminous a distance of 6.71 feet; thence North 89 degrees 03 minutes 18 seconds West along the south line of Lot 12 a distance of 4.31 feet to the point of beginning.

2. Scope of Easement. The easement for use and maintenance as a public alley granted herein includes the right of the Grantee, its contractors, agents, and employees to locate, construct, operate, maintain, alter and repair public alley within the described easement area.

The easement granted herein also includes the right to cut, trim, or remove from the easement areas trees, shrubs, or other vegetation as in the Grantee's judgment unreasonably interfere with the easement or facilities of the Grantee, its successors or assigns.

3. Duration of Easement. The duration of said easement shall be 30 years from the date herein or until such time as the Grantee reconstructs alley to the layer of the gravel, not including resurfacing, whichever comes first.

4. Warranty of Title. The Grantors warrant they are the owners of the Property and have the right, title and capacity to convey to the Grantee the easement herein.

5. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the easement area or Property prior to the date of this instrument.

6. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantors, their heirs and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this _____ day of _____, 2010.

Harvey Allen Skow

Jeanette O. Skow

Abstract & Torrens

CONSENT AND JOINDER BY MORTGAGEE

Hiway Federal Credit Union, a United States of America corporation, holder of a mortgage on the property which is described as follows:

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.

_____ hereby consents and joins in the Easement dated _____, 2010, filed _____, 2010, in the office of the Ramsey County Recorder and Registrar of Titles as Document No. _____ so as to subject and subordinate the undersigned's interest to said Easement.

_____ Dated:

Hiway Federal Credit Union

By: _____

Its: _____

COUNCIL ACTION:

STAFF RECOMMENDATION: Motion to adopt Resolution No. 082410A: A RESOLUTION ACCEPTING RECYCLING BINS AS PART OF RAMSEY COUNTY'S BE ACTIVE! BE GREEN! RECYCLING CONTAINER PROJECT

OPTIONS:
 1) Adopt Resolution
 2) Do not adopt Resolution

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

In April, the County informed us that they were proposing to purchase recycling bins on behalf of cities for their parks, etc. We requested the following:

- 4 Bedford bins for the Park: Each bin is 200 lbs, valued at \$780, and has cedar slats. These would be placed next to trash bins at the shelter, baseball, playground, and dog park.
- 2 Glutton bins (like Rubbermaid): Each bin is valued at \$240. These would be placed in the social room and warm house.

Total value: \$3600. I also requested stickers for the recycling bins, as well as the existing trash bins.

Here are the requirements for receiving the free bins:

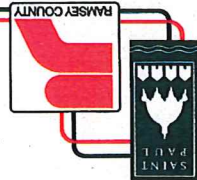
- Submit the attached application packet, including Resolution, Plan (describing the location and use of bins, service of bins, and promotion of bins), and 3 copies of the signed Grant Agreement.
- The City must follow certain conditions for a 5-year period, which are outlined on the Conditions page.

LAUDERDALE COUNCIL		ACTION REQUESTED	
MEETING DATE	August 24, 2010	Consent	_____
ITEM NUMBER	Resolution No. 082410A Ramsey County Recycling Bin Grant	Public Hearing	_____
STAFF INITIAL	Jim	Report	_____
APPROVED BY ADMINISTRATOR	_____	Discussion/Action	_____
		Resolution	_____
		Work session	_____

Environmental Health Section
2785 White Bear Avenue North, Suite 350
Maplewood, MN 55109-1320
651-266-1199 Fax: 651-266-1177

Saint Paul - Ramsey County
Department of Public Health

Rob Fulton, Director



August 4, 2010

Hello and thank you for supporting our *Be Active! Be Green! Recycling Container Project*.

We are happy to announce that the Ramsey County Board of Commissioners have approved the purchase of recycling bins to support public space recycling. The program will be phased in over three years with the first year focusing on park and recreation area recycling. The second year will include streets, community centers and other public spaces. The third year we would like to work with school districts to expand recycling on school property such as athletic fields.

The County agrees to purchase these bins, provided the municipalities agree to certain conditions for a five-year period. Please review the enclosed information included on the Application Form which outlines what we will need before we can deliver the bins you have ordered. There is a sample Plan and Resolution included to assist you. **At this time you can still make changes to your order.** As soon as we receive the Application, with your short plan for placing the bins and servicing them, a Resolution and three signed copies of the Agreement, we will order your bins. We expect shipment in approximately six weeks for the Bedford bins, sooner for the Rubbermaid and ClearStream bins.

Marljo Sheehan will be the County staff person responsible for ordering the bins. Her contact information is listed on the application form. Please don't hesitate to contact Marljo or myself at any time as we implement this project.

We sincerely appreciate your partnership in this initiative to expand the opportunity to recycle away from home.

Sincerely,

Jean Buckley

Saint Paul-Ramsey County Department of Public Health
Environmental Health Section
2785 White Bear Ave. N. Suite 350
Maplewood, MN 55109-1320
651-266-1179
jean.buckley@co.ramsey.mn.us

impact on counties. However, Ramsey County has received the funding for calendar year 2010, and the legislative discussions so far appear to affect the 2011 SCORE distribution.

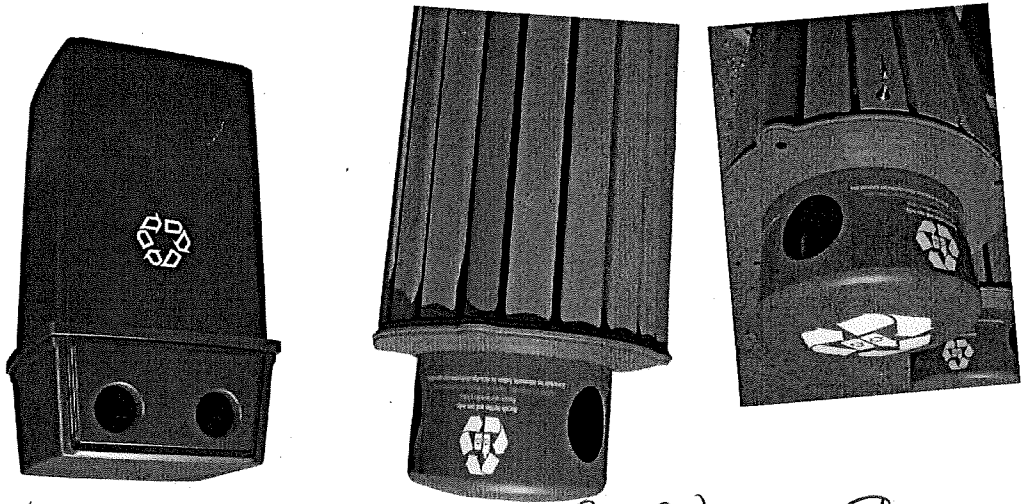
It is possible that cuts could be made during the 2010 funding year, as they were in 2003, and Ramsey County could be requested to send money back to the State. When that happened in 2003, the County kept the municipalities "whole" and did not cut SCORE grants to cities.

We will keep you posted as we learn more.

ENVIRONMENTAL HEALTH PROMOTIONS

Interested in FREE Park Recycling Bins?

Bedford
@lvtton



The County is interested in purchasing recycling bins to be used in parks for on the go recycling. We would like to get an idea of how many would be needed. Please let us know if you would be interested and how many you would be able to use in your parks. Don't forget that the county can also purchase Clear Stream bins for your use too. Great to give out to groups to use at events, parties, and other gatherings.

Need more Going Green Guides? The Guide is going to be reprinted with some minor changes. Although mailed to every household in Ramsey County we would like to offer you more to hand out to new residents or anyone else that may need information on HHW events, yardwaste sites, what can be recycled and other resources. Please let us know how many you would like us to provide to you.

Clean ups are scheduled. Check the schedule and let us know if anything changes.

Be Active! Be Green! Recycling Container Project Application Form

City Name: _____

 Contact: _____ Jim Bownik _____
 Phone # _____ 651-792-7656 _____
 Email Address: _____ jim.bownik@ci.lauderdale.mn.us _____

Please complete the Plan below on a separate sheet, to apply for Ramsey County's **Be Active! Be Green! Recycling Container Project** containers to help municipal parks, athletic fields and arenas improve their recycling efforts 2010 – 2013. **This application form and attached plan will become part of the Agreement between the Municipality and Ramsey County. A sample plan and resolution is included.**

1. On a separate sheet, provide a brief plan that describes:
 - Where and when the containers will be placed, including the parks, athletic fields and arenas to be used.
 - How they will be serviced and the materials recycled.
 - How the municipality will promote the availability of containers to its residents and park users.
 - How the municipality will routinely service the recycling containers, and assure that the recyclables are kept separate from trash and delivered to a recycling market. If a contractor is used, please include the name of the contractor.

2. Attach a resolution from the City Council/Town Board that indicates the municipality's desire to participate in the program and agreement with the conditions of the program (attached). Include in the resolution a statement of support for the project by municipal Parks administrative, building and grounds and custodial support staff in the effort.

3. Confirm the number and type of containers to be delivered to an address provided by the municipality during the years indicated:

Bedford brand containers	2010: <u> 4 </u>
	2011: <u> </u>
	2012: <u> </u>
Glutton brand containers	2010: <u> 2 </u>
	2011: <u> </u>
	2012: <u> </u>
Clear Stream brand containers	2010: <u> </u>
	2011: <u> </u>
	2012: <u> </u>

Send the completed application form, plan, resolution and three signed copies of the Agreement to:

Marijo Sheehan
 Saint Paul-Ramsey County Department of Public Health
 2785 White Bear Avenue No., Suite 350
 Maplewood, MN 55109
 Marijo.Sheehan@co.ramsey.mn.us
 651.266.1190

Questions: Jean Buckley (651-266-1179) jean.buckley@co.ramsey.mn.us

Conditions

The following is a list of conditions that support the implementation of *Be Active! Be Green! Recycling Container Project* application form.

- The Municipality will provide a brief plan that describes where and when the containers will be placed, how they will be serviced and the materials recycled, and how the availability of recycling service will be promoted.
- Municipal Parks Administrative, Buildings and Grounds, and Custodial Staff support and participate in the effort to enhance recycling.
- The municipality agrees to take ownership of the recycling containers, and maintain them over a five year period.
- The municipality will use the recycling containers to collect recyclable plastic, aluminum, and glass beverage containers, and to keep the area around the containers neat and free of litter.
- Municipal staff or contractors will collect recyclables from the recycling containers separately from trash, and assure that the materials are delivered to a recycling market through the term of the agreement.
- The municipality will promote the availability of recycling containers to its residents, using at least its municipal newsletter, website, and posters or signs.

Plan:

The City of Lauderdale requests bins to be delivered to our Public Works building, located at 1915 Walnut Street.

Location and use of bins:

Our plan is to place 4 Bedford recycling bins next to trash receptacles at Lauderdale Community Park, 1885 Fulham Street.

We plan to use the 2 Glutton recycling bins inside the warming house at Lauderdale Community Park and Lauderdale City Hall.

Service of bins:

City park employees will empty the recycling bins when they are full. Bins will be checked twice a week in the summer and once a week in the winter. Staff will take the bags of recyclables back to the City Hall building and place them in the recycling cart provided by Eureka Recycling.

Promotion of bins:

Information about the availability of recycling bins in our parks will be included in the park user agreement for reservations of park shelter and fields. It will also be included on the City website and promoted through the City newsletter.

Resolution No. 082410A:

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

**A RESOLUTION ACCEPTING RECYCLING BINS AS PART OF RAMSEY COUNTY'S BE ACTIVE! BE GREEN!
RECYCLING CONTAINER PROJECT**

Whereas, the Ramsey County Board of Commissioners supports efforts to expand opportunities for people to recycle away from home and wish to respond to the public's interest in recycling in public spaces; and,

Whereas, funding is set aside to be used for the purchase of bins to be used in public spaces including parks and public gathering places, and the County Board has kicked off a three year program called "Be Active! Be Green! Recycling Container Project" beginning in 2010 that will provide recycling containers to municipalities/townships to use in public spaces at no cost to the city/township; and,

Whereas, the City of Lauderdale supports the efforts to create more opportunities for people to recycle while away from home; and,

Therefore, the City of Lauderdale agrees to enter into an Agreement with Ramsey County to place recycling bins purchased by the County next to trash bins in locations that are accessible to the public such as in parks, along trails or other areas that are currently serviced by the City.

Therefore, the City of Lauderdale also agrees to service and maintain the recycling bins, insure recyclables are handled appropriately and delivered to a market, and promote the use of the bins through City communication methods over the next five years.

I CERTIFY THAT the above resolution was adopted by the City Council of the City of Lauderdale on this 24th day of August, 2010.

Jeffrey Dains, Mayor

(ATTEST)

(SEAL)

Heather Butkowski, City Administrator

Be Active! Be Green! Recycling Container Project

Grant Agreement

This grant agreement (hereinafter Agreement) dated 8-24, 2010 is between the County of Ramsey (hereinafter COUNTY) and City of Landvale (hereinafter GRANTEE).

THE PARTIES AGREE THAT:

I. GRANTEE'S DUTIES

The GRANTEE will:

- A. Place recycling containers in municipal parks, trails, open spaces and public places of recreation at locations indicated and in accordance with the plans and details contained in the grantee's application attached hereto as Exhibit I.
- B. Take ownership of the recycling containers, and maintain them over the term of this agreement.
- C. Place all recycling containers the year they are received from the County.
- D. Use the recycling containers to collect recyclable plastic, aluminum, and glass beverage containers.
- E. Collect recyclables from the recycling containers separately from trash, and assure that the materials are delivered to a recycling market through the term of the agreement.
- F. Promote the availability of recycling containers to its residents, using at least its municipal newsletter, website, and posters or signs.

II. COUNTY'S DUTIES

The County will

- A. Provide to the Grantee the following number and type of containers, to be delivered to an address provided by the Grantee during the years indicated:

a. Bedford brand containers

i. 2010: 4

ii. 2011: _____

iii. 2012: _____

b. Glutton brand containers

i. 2010: 2

ii. 2011: _____

iii. 2012: _____

c. Clear Stream brand containers

i. 2010: _____

ii. 2011: _____

iii. 2012: _____

- B. Promote the availability of recycling containers to residents, using at least its website and other appropriate communication tools.

TERMS OF CONTRACT

The Term of this Agreement shall five years, commencing

8-24-10

III.

IV. CANCELLATION
This Agreement may be cancelled by the COUNTY or the GRANTEE at any time, and containers returned undamaged, within the term, with or without cause, upon thirty (30) days written notice to the other party.
The COUNTY may cancel this agreement without notice if the COUNTY finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, or that the purposes for which the recycling containers were granted have not been or will not be fulfilled.

V. COUNTY'S AUTHORIZED REPRESENTATIVE

The COUNTY's authorized representative, for the purposes of administration of this contract, is Mary Elizabeth Berglund, Program Supervisor - Community Involvement Unit. Such representative shall have final authority for acceptance of the GRANTEE's services and if such services are accepted as satisfactory.

The GRANTEE's authorized representative for purposes of administration of this Agreement is Jim Bownik. The GRANTEE's authorized representative shall have full authority to represent the GRANTEE in its fulfillment of the terms, conditions and requirements of this Agreement.

VI. ASSIGNMENT

GRANTEE shall neither assign nor transfer any rights or obligations under this Agreement without the prior written consent of the COUNTY.
VII. AMENDMENTS
Any amendments to this Agreement shall be in writing.

VIII. INDEMNITY

The GRANTEE shall defend and indemnify the COUNTY, its officers, agents, and employees from all claims and causes of actions relating to or arising from the GRANTEE's use of the recycling containers provided pursuant to this Agreement. This provision shall survive any termination of this Agreement.
IX. COUNTY AUDITS
The books, records, documents and accounting procedures and practices of the GRANTEE relevant to this Agreement shall be subject to examination by the COUNTY's auditor.

X. DATA PRACTICES ACT

The GRANTEE agrees to comply with the Minnesota Government Data Practices Act as it applies to all data provided by the COUNTY in accordance with this Agreement and as it applies to all data created, gathered, generated or acquired in accordance with this Agreement.

XI. WASTE REDUCTION
The GRANTEE shall participate in a recycling program for at least four broad types of recyclable materials and shall favor the purchase of recycled products in its procurement processes. All reports, publications and documents produced as a result of this Agreement shall be printed on both sides of the paper, where commonly accepted publishing practices allow, on recycled and recyclable paper using soy-based inks, and shall be bound in a manner that does not use glue.

XIV. SETOFF
Notwithstanding any provision of this Agreement to the contrary, the GRANTEE shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the GRANTEE. The COUNTY may withhold any payment to the GRANTEE for the purpose of setoff until such time as the exact amount of damages due the COUNTY from the GRANTEE is determined.

XV. EQUAL EMPLOYMENT OPPORTUNITY
The GRANTEE agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, sexual preference, disability, or age. When required by law or requested by the COUNTY, the GRANTEE shall furnish a written affirmative action plan.

XVI. ACCESS TO DOCUMENTS
Until the expiration of six years after the furnishing of services pursuant to this Agreement, the GRANTEE, upon written request, shall make available to the COUNTY, and the books, documents, records and accounting procedures and practices of the GRANTEE relating to this Agreement.

XVII. WORKPLACE VIOLENCE PREVENTION
The GRANTEE shall make all reasonable efforts to ensure that the GRANTEE's employees, officials and subGRANTEES do not engage in violence while performing under this Agreement. Violence, as defined by the Ramsey County Workplace Violence Prevention and Respectful Workplace Policy, is defined as words and actions that hurt or attempt to threaten or hurt people, any action involving the use of physical force, harassment, intimidation, disrespect, or misuse of power and authority where the impact is to cause pain, fear or hurt.

XVIII. WORKFORCE DIVERSITY
The GRANTEE shall make good faith efforts, throughout the term of this Agreement and any extensions thereof, to employ persons of color for all classifications of work under this Agreement, and shall, when requested by the COUNTY, submit a written report to the COUNTY regarding the efforts and results of such efforts, including employment by job classification.

XIX. INTERPRETATION OF CONTRACT; VENUE
This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the District Court of the County of Ramsey, Second Judicial District, State of Minnesota.

XX. ENTIRE CONTRACT
This Agreement shall constitute the entire Agreement between the parties and shall supersede all prior oral or written negotiations.

XXI. LONGEVITY AND MAINTENANCE OF FACILITIES
The GRANTEE agrees that containers funded pursuant to this agreement will be maintained in a safe usable condition for the term of this Agreement.

XXII. ACCESS TO FACILITIES
The GRANTEE agrees that containers funded under this Agreement will be available for use by all people regardless of race, gender, economic background or national origin.

This Agreement is duly executed on the last date written below.

RAMSEY COUNTY

Insert: City/Township Londola/p

Julie Kleinschmidt, County Manager

By:

Heather Gutkowski
Print Name:

Approval recommended:

Rob Fulton, Director of Public Health

Approved as to form and insurance:

Assistant County Attorney

Date: _____

Date: _____

8-24-10

**LAUDERDALE COUNCIL
ACTION FORM**

Action Requested

Consent _____

Public Hearing _____

Discussion

Action _____

Resolution _____

Closed Session _____

Meeting Date August 24, 2010

ITEM NUMBER 2011 Budget and Levy

STAFF INITIAL *MB*

APPROVED BY ADMINISTRATOR _____

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I have no new budget materials to present. If I get the information I need to run levy calculations and tax rates on Monday, I will deliver a budget supplement before the end of the day. If I only get the materials at our meeting with the County on Tuesday, I will try to pull it all together for the council meeting.


Residents can still comment on the budget/levy during the public hearing portion of the meeting.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

LAUDERDALE COUNCIL ACTION FORM

Meeting Date	August 24, 2010	ITEM NUMBER	Park Kiosk	STAFF INITIAL	
APPROVED BY ADMINISTRATOR					

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

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

The Council has discussed installing a kiosk in the park to make information more accessible to residents. Staff did some preliminary research to see what is available. The next page shows some very simple message centers on posts. The one-sided medium size kiosk is \$650 - the two-sided is \$950. The one-sided large size kiosk is \$1,000 - the two-sided is \$1,100. The page after that shows more elaborate message boards with overhangs. I noted approximate prices as those are custom designed and can be scaled back for some cost-savings.

At tonight's meeting, staff is soliciting Council feedback on

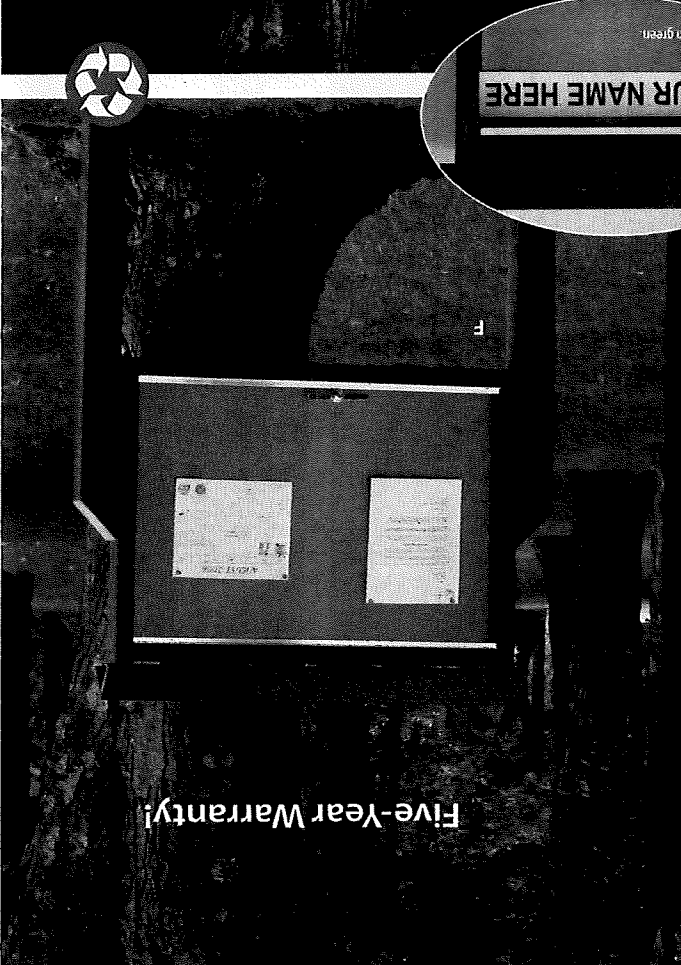
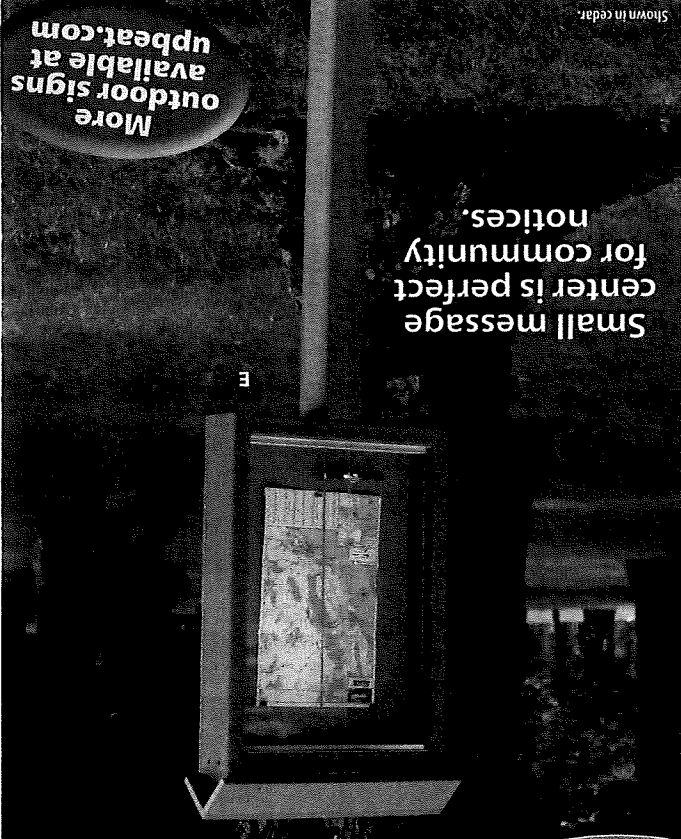
- the style of kiosk the Council is interested in (relative to price).
- location of the kiosk (I always presumed a kiosk would be placed where the paths cross near the ball field but other locations may be excellent as well).

Based on the discussion, staff will bring back final pricing / options to a future meeting. The City has \$148,000 in the park improvement budget. At this point, it looks like the City will have to supplement the grant by about \$10,000 to purchase the desired playground equipment and spend up to \$15,000 to move the old equipment to the park near Ione/Walnut.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:



More outdoor signs available at upbeat.com

Small message center is perfect for community notices.

E

Shown in cedar.

03 11AY-100MCT	One Sided, No Post • 26" H x 20" W x 3 1/2" D • 45 lbs	\$250
03 11AY-100MCT	One Sided, With 7 1/2" Post • 26" H x 20" W x 3 1/2" D • 80 lbs	\$325
Medium Message Center		
03 11AY-200MCT	One Sided, No Post • 26" H x 36" W x 3 1/2" D • 65 lbs	\$380
03 11AY-200MCT	One Sided, With Two 8 1/4" Posts • 26" H x 36" W x 3 1/2" D • 130 lbs	\$650
03 11AY-200MCT	Two Sided, No Post • 26" H x 36" W x 5 1/2" D • 90 lbs	\$700
03 11AY-200MCT	Two Sided, With Two 8 1/4" Posts • 26" H x 36" W x 5 1/2" D • 140 lbs	\$950
Large Message Center		
03 11AY-300MCT	One Sided, No Post • 36" H x 51" W x 3 1/2" D • 95 lbs	\$700
03 11AY-300MCT	One Sided, With Two 9 6" Posts • 36" H x 51" W x 3 1/2" D • 170 lbs	\$1000
03 11AY-300MCT	Two Sided, No Post • 36" H x 51" W x 5 1/2" D • 150 lbs	\$820
03 11AY-300MCT	Two Sided, With Two 9 6" Posts • 36" H x 51" W x 5 1/2" D • 210 lbs	\$1100
Custom Message Header		
03 11AY-MSGHEADER	Made to Fit any Message Center • 3 lbs	\$50

Assembly required. Available in green or cedar.

• May be purchased with or without posts

• FIVE-YEAR WARRANTY

sign center (see below for pricing). Durable recycled plastic lumber message center features shatter-proof clear plastic over thick corboard. Available as a single or double sided center, you can also add customized engraved letters to the top of your



All-weather recycled plastic message center won't rot or rust.



G

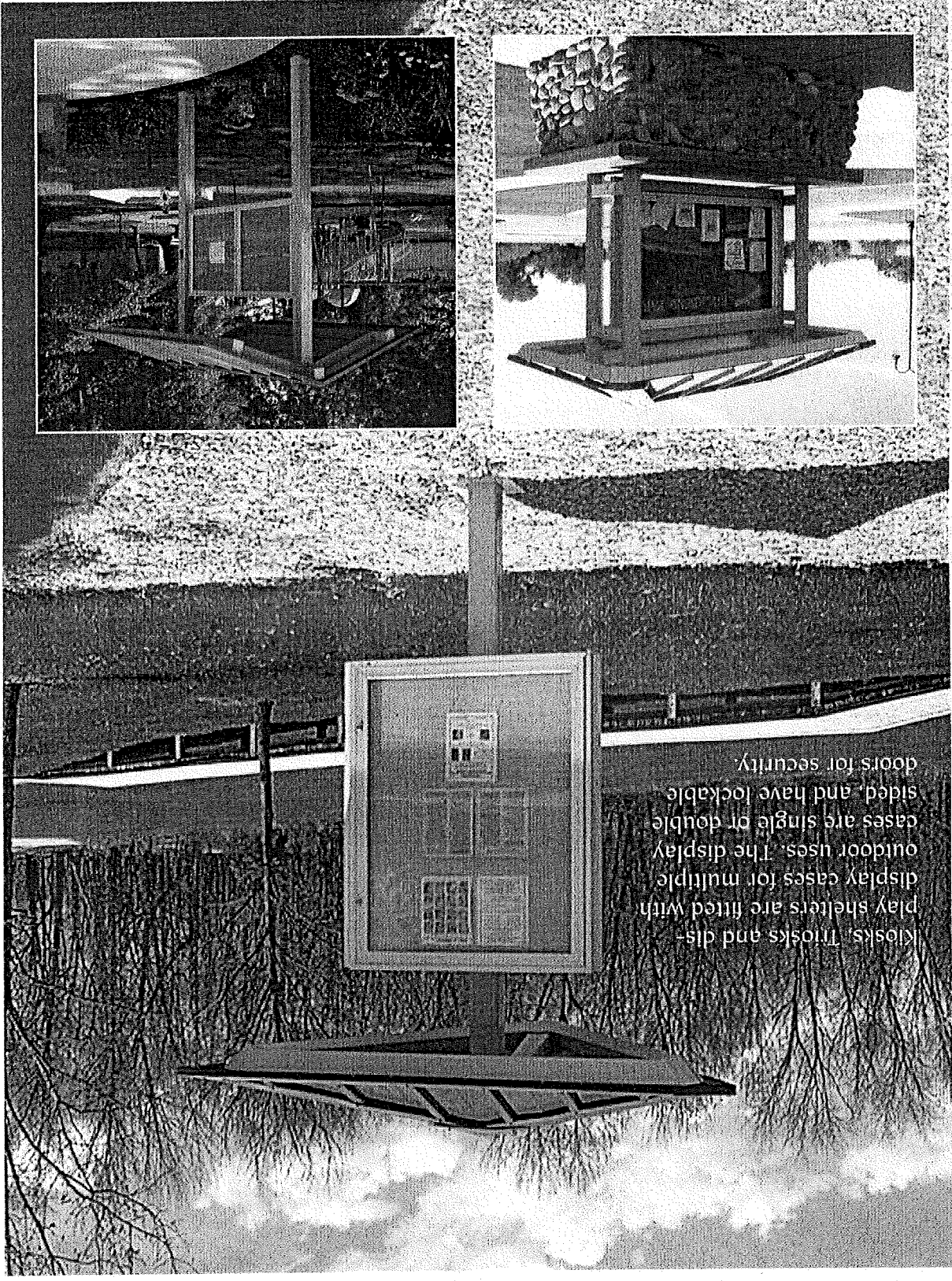
H

Shown in green.

YOUR NAME HERE

F

Products shown in green.



Kiosks, kiosks and display shelters are fitted with display cases for multiple outdoor uses. The display cases are single or double sided, and have lockable doors for security.

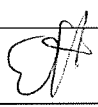
Handwritten notes: "Add \$3,600" and "to price".

Handwritten note: "\$5,400 + TAX" with an arrow pointing upwards.

Message Shelters

LAUDERDALE COUNCIL ACTION FORM

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

Meeting Date	August 24, 2010	APPROVED BY ADMINISTRATOR
ITEM NUMBER	Social Room Policy	STAFF INITIAL
		

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

A tai-chi group is interested in using the social room 8-10 times per month, 12 months out of the year (they have signed up and paid for September). They asked if there was a discount for groups that regularly use the facilities. I told them there was not but I would see whether the Council would consider a change to the social room policy.

This group is similar to the "sword fighters" group that meets 4 times per month about 9 months out of the year. They don't use the kitchen, tables, or chairs; they don't produce garbage; and they don't want the room heated because they do physical activity while they are here. In short, the fees they pay more than cover the expenses incurred by letting them use the room. It is to the city's benefit to attract and retain groups like these to help off-set other revenue losses. The attached social room policy contains a couple of clarifications and proposes a 20% room rental reduction for groups that reserve the room at least 10 days at a time (\$40 versus \$50 for residents). Last year the social room generated \$3,945. At 8 days a month, the tai chi group would bring in an additional \$3,840 with the discount (\$4,800 without).

- OPTIONS:**
- Approve the social room policy revisions as presented.
 - Amend the social room policy prior to adoption.
 - Do not adopt any changes to the social room policy.

STAFF RECOMMENDATION:

Motion to approve the social room policy revisions as presented.

COUNCIL ACTION:

**CITY OF LAUDERDALE
POLICY ON CITY FACILITY USE**

The purpose of this policy is to establish procedures and guidelines for persons and/or organizations requesting use of the Community Room/Kitchen at City Hall. It is the goal of the policy to encourage use of the facilities by making it accessible to the Community yet doing so in a fair, equitable and cost effective manner.

BACKGROUND

The City is often contacted by persons and/or organizations seeking to use facilities at City Hall. To clarify the procedure for reservation and usage, the following procedures and guidelines are established.

APPLICABILITY

This policy applies to all persons and/or organizations requesting use of the Community Room / Kitchen at City Hall. This policy does not apply to the City Council Chambers nor does it include the use of City equipment/furniture other than what is available in the Community Room and Kitchen.

RESERVATIONS/CANCELLATIONS

Requests for reservations can be made by any individual (resident or non-resident) or organization (non-profit or for-profit). Reservations are generally handled on a first come first serve basis with priority given as follows:

1. residents for family gatherings (birthday, showers, etc);
2. residents for group meetings (associations, painters clubs, mothers clubs, etc where no participation fee is charged);
3. non-profit clubs who serve the community (4H, boy/girl scouts, etc); and
4. for-profit groups who charge participant fees (organized by a resident or non-resident).

Requests for reservations during regular city business hours must not interfere with regular city business and are subject to approval by the City Administrator.

Cancellations made five (5) business days prior to the reservation will be subject to a \$20.00 cancellation fee. Cancellations made with less than five (5) business day notice are non-refundable.

Reservations are offered in six (6) hour increments. This can be either morning, afternoon or evening however, the room must be vacated no later than midnight. Users should plan for set-up and clean-up within the time period unless arrangements are made for the city to provide this service.

PROCEDURES

All persons and/or organizations requesting to use City Hall facilities shall follow these procedures:

1. Submit written application to city staff as far in advance of the reservation date as possible. Applications are available at City Hall, on-line, or by mail upon request.

FEE SCHEDULE FOR USE

The City Council recognizes the costs associated with usage of the facilities and has developed the following guidelines:

1. All residents and/or organizations will be required to pay the scheduled fee, with the exception of non-profit community groups, such as the Falcon Heights-Lauderdale Lions Club, local Boy Scout and Girl Scout troops, and the local 4-H chapter, who may be allowed free use of the facilities. Verification of non-profit status may be required with room application. Applicants may submit a written request for exemption to the City Administrator.
2. Non-profit organizations seeking to use the room for purposes of fundraising and/or dinner meetings will be required to pay scheduled fee(s).
3. Organizations or groups whose purpose is for private, business, political, or religious interests will be required to pay the scheduled fee.
4. Roseville Area Schools will be charged their prevailing rates for use of City facilities.
5. Any organization denied free use under this policy may appeal to the City Council.

FEE SCHEDULE FOR RESIDENTS (EXCLUDING FOR-PROFIT USE)

Use of the Community Room / Kitchen (excluding set-up/clean up) \$50.00/ 6 hour block

- \$75/day
- \$50.00.....cost for staff set-up
- \$50.00.....cost for staff clean up
- \$100.00.....damage & key deposit
- \$20.00.....room cancellation fee
- 20% room rental discount for reservations of 10 days or more

FEE SCHEDULE FOR ALL OTHER INDIVIDUALS / GROUPS

Use of the Community Room / Kitchen (excluding set-up/clean up) \$100.00/ 6 hour block

- \$150.00/day
- \$50.00.....cost for staff to do set-up
- \$50.00.....cost for staff to do clean up
- \$100.00.....damage & key deposit
- \$20.00 room cancellation fee
- 20% room rental discount for reservations of 10 days or more

RULES AND REGULATIONS

1. The Community Room, entry corridor, restrooms, and kitchen shall be available for use under this policy.

2. Unless other arrangements are made, groups must clean up after using the facilities and will dispose of all refuse properly and adequately. Set-up and clean up must be done during the allotted time of the rental. Failure to provide proper clean up will result in forfeiture of deposit and/or future use of the facilities. This will be determined by the City Administrator.

3. The use of intoxicating liquor and non-intoxicating malt liquor beverages is prohibited at City Hall. Enforcement is handled by the City of St. Anthony Police Department.

4. Pursuant to the Minnesota Clean Indoor Air Act and City Ordinance, smoking is prohibited. Public groups or organizations, as defined under Minnesota Statutes, using the facilities for the purpose of convening a public meeting must conform to open meeting law requirements pursuant to Minnesota Statutes.

6. The City of Lauderdale and the City Council and staff assume no liability for loss, damage, injury, or illness incurred by the users of this facility.

7. The City of Lauderdale reserves the right to request proof of insurance when it is determined to be in the best interest of the City.

8. All participants must wear non-marking soles to prevent unnecessary wear and tear on the floors. Cleaning materials are provided to remove any marks during clean-up. Failure to do so will result in loss of damage deposit.

9. The applicant is responsible for set-up and clean up of the facility (unless other arrangements are made with city staff) including:

- a. Wiping down all surfaces and washing kitchen utensils used.
- b. Properly disposing of trash including coffee, cups, paper, etc.
- c. Rearranging furniture (stacking tables in corner and chairs in racks).
- d. Sweeping floors, mopping as needed.
- e. Turning the heat down to 60 in winter.
- f. Shutting off all lights (including restroom lights).
- g. Closing and locking windows and exterior doors.
- h. Reimbursing the City for any damage or loss to city facilities or equipment within 48 hours.

10. Misrepresentation – Residents may not make reservations for non-resident individuals or groups at the resident rate. Any unpaid rental fees will be deducted from the damage deposit.

11. Failure to conform to these policies and rules may be cause for forfeiture of future use privileges and/or damage deposit.

Approved by the Lauderdale City Council on August 24, 2010.

Signed: _____ Mayor _____
Date: _____

Signed: _____ City Clerk _____
Date: _____

Deleted: other

**LAUDERDALE COUNCIL
ACTION FORM**

Meeting Date	August 24, 2010
ITEM NUMBER	Liquor Store
STAFF INITIAL	<i>AB</i>
APPROVED BY ADMINISTRATOR	_____

Action Requested	Consent _____
	Public Hearing _____
	Discussion _____
	Action _____
	Resolution _____
	Work Session <input checked="" type="checkbox"/>

DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

I attached the section of state statute that determines whether a city can establish a municipal liquor store. As we discussed prior, there is nothing in law that would prevent the city from establishing a municipal liquor store.

The goal of the meeting is to determine whether the Council would like to continue pursuing the idea. To spark discussion, the director of the Minnesota Municipal Beverages Association left video clips I plan to show during the council meeting. Chief Ohl will also be present. He will speak from his perspective as St. Anthony has two municipal liquor stores.

The next step would be to engage a consultant to do market research to determine the feasibility of a liquor store in the area. The ballpark price is \$6,000 - \$8,000.

OPTIONS:

STAFF RECOMMENDATION:

COUNCIL ACTION:

Subdivision 1. **Authority.** A city having a population of not more than 10,000 may establish, own, and operate a municipal liquor store which may sell at retail alcoholic beverages and (1) in the case of a municipal liquor store that sells at off-sale only, all items that may lawfully be sold in an exclusive liquor store under section 340A.412, subdivision 14, or (2) in the case of a municipal liquor store that sells at on-sale only, or at on- and off-sale, any item that may lawfully be sold in an establishment with an on-sale intoxicating liquor license. A municipal liquor store may also offer recorded or live entertainment and make available coin-operated amusement devices.

Subd. 2. **Population change.** A city which has established a municipal liquor store may continue to operate it notwithstanding a subsequent change in population.

Subd. 3. **Scope and application.** A city which established a liquor store prior to July 1, 1967, may continue to own and operate it.

Subd. 4. **Newly formed municipalities; municipal liquor stores; liquor licenses.** A city may not establish or operate a municipal liquor store or issue an on-sale or off-sale liquor license until two years after its incorporation. This restriction does not apply to a newly incorporated statutory city which had formerly been a town or is made up of a major geographic portion of what had formerly been a town, which town had the powers of a statutory city under section 368.01.

Subd. 5. **Issuance of licenses to private persons.** A city owning and operating a municipal liquor store may issue on-sale liquor licenses to hotels, clubs, and restaurants. A city issuing on-sale licenses under this subdivision may continue to operate the municipal liquor store or may resume operation of a municipal liquor store previously discontinued.

The number of on-sale licenses issued under this section by a city is governed by section 340A.413.

A city may not issue licenses under this section, other than a license issued to a club under section 340A.404, subdivision 1, clause (4), until authorized by the voters of the city voting on the question at a special election called for that purpose.

Subd. 6. **Municipalities; certain on-sale licenses.** A city which did not permit the sale of intoxicating liquor within its boundaries as of June 30, 1969, or was incorporated after that date may issue on-sale licenses for the sale of intoxicating liquor in accordance with subdivision 5.

Subd. 7. **Notice of intent.** A city which has issued retail intoxicating liquor licenses may not establish a municipal liquor store until one year after publishing a notice of its intention in the city's legal newspaper. The city must provide in the notice if the municipality will be engaging in the sale of intoxicating liquor to the exclusion of all private interests.

MMAA | Mission Statement

Minnesota Municipal Beverage Association Mission Statement

1) Utilizing a variety of tools and methods, educate MMAA membership on current, future and past industry information, trends, strategies and events.

2) Stimulate membership to take action which will help them succeed in today's marketplace.

3) As an individual organization, promote and introduce legislation which is specifically beneficial to municipal liquor operations - and oppose/attempt to change legislation which is specifically harmful thereto.

4) Assist other organizations in promoting and introducing legislation which is beneficial to the overall retail liquor industry - and oppose/attempt to change legislation which is harmful thereto.

5) Promote the important and unique advantages of municipal liquor operations in today's marketplace.

GENERAL FUND REVENUE

2008	2009	2010	2010	2011
Actual	Actual	Adopted	As of July 31	Proposed

CITY LEVIED TAXES

31010	416,219	425,397	458,584	220,425	458,584
31020	679	3,534	-	2,539	-
31040	96,437	101,843	113,154	58,151	110,683
SUB TOTAL PROPERTY TAXES					
	513,335	530,775	571,738	281,115	569,267

STATE AIDE

33401	421,827	557,218	527,174	258,076	519,747
33405	1,198	1,198	1,198	599	1,198
33406	29,886	28,839	-	-	(31,811)
TOTAL STATE AIDE					
	452,111	587,255	528,372	258,675	489,134

LICENSES AND FEES

32110	65	150	150	-	150
32120	200	200	400	200	400
32130	1,270	1,170	750	1,275	750
32140	875	890	550	800	600
32150	360	140	200	500	300
32160	55	-	55	-	-
32180	4,495	3,366	3,000	262	3,000
32240	330	290	250	250	250
34101	2,805	3,945	2,500	1,875	2,500
43103	650	83	200	-	200
34105	-	-	-	-	-
34109	47	61	45	5	50
34114	50	-	-	50	-
34115	-	-	-	-	8,200
TOTAL LICENSES AND FEES					
	11,202	10,295	8,100	5,217	8,200

REVENUE OTHER

36100	1,940	9,677	-	9,898	-
36101	-	-	-	-	-
36102	155	2,182	-	1,449	-
36103	-	-	-	-	-
36200	63	-	-	-	-
36211	13,852	11,018	7,000	5,628	7,000
36230	1,500	50	-	1,500	-
36231	431	539	250	161	250
36240	-	3,511	-	-	-
36252	1,366	2,905	500	-	-
36255	-	-	-	-	-
39101	-	1	-	-	-
TOTAL OTHER REVENUE					
	19,307	29,882	7,750	18,647	7,250
PUBLIC SAFETY					
	42,076	40,547	36,500	18,769	34,500
PLANNING & INSPECTIONS					
	16,277	20,487	10,550	8,453	10,600
TRANSFERS FROM OTHER FUNDS					
	-	-	-	-	-
TOTAL GENERAL FUND REVENUE					
	1,054,308	1,219,241	1,163,010	590,876	1,118,951

GENERAL FUND EXPENDITURES

GENERAL FUND REVENUE

	2008	2009	Adopted 2010	As of July 31 2010	Proposed 2011
Legislative	22,711	22,634	26,410	10,130	26,193
Administrative	206,035	168,728	155,731	79,082	155,866
Audit, Elections, and Legal Services	11,404	6,234	68,804	29,999	48,857
Public Safety	553,100	582,567	591,095	341,224	605,287
Police	32,872	35,529	35,500	21,774	32,500
Fire	13,379	11,545	-	-	-
Prosecution	94,453	92,877	108,402	42,019	104,081
Public Works	27,856	22,568	81,299	26,966	56,322
Planning & Inspections	65,662	71,716	68,269	36,051	64,845
Parks and Recreation	1,665	1,235	7,500	713	5,000
Development	1,029,138	1,015,633	1,143,010	587,957	1,098,951
EXPENDITURES BEFORE TRANSFERS	14,660	31,000	20,000	-	20,000
Contingency	-	-	-	-	-
Transfers Out	1,043,798	1,046,633	1,163,010	587,957	1,118,951
TOTAL GENERAL FUND EXPENDITURES					

2011 Certified LGA Amount = \$616,831

Budgeted LGA/MVHC Amounts Reflect Anticipated Loss of \$128,895 for 2011. (Equal to 2010 LGA/MVHC Unallotments)

LEGISLATIVE (41100)

EXPENDITURES

	2008	2009	Adopted 2010	As of July 31 2010	Proposed 2011
Personnel					
103 Part-time employees	13,200	13,200	13,200	7,700	13,200
122 FICA	1,010	1,010	1,010	589	1,010
151 Workers Comp	-	59	50	-	103
Subtotal Personnel	14,210	14,269	14,260	8,289	14,313
General Operations					
201 General Supplies	63	-	-	39	-
202 Permanent Supplies	-	-	-	-	-
203 Postage	-	84	-	-	-
305 Legal Fees	-	-	-	-	-
308 Training and Conferences	285	-	500	750	2,000
331 Travel	12	24	50	-	130
352 Public Notices	-	292	500	356	700
361 General Liability	5,285	5,228	6,000	-	6,000
438 Dues and Subscriptions	2,646	2,671	2,800	525	2,800
439 Special Events	-	-	100	-	-
440 Meeting Expenses	210	66	200	171	250
442 Miscellaneous Expenses	-	-	-	-	-
Subtotal General Operations	8,501	8,365	10,150	1,841	11,880
Capital Equipment					
530 Furniture and Equipment	-	-	2,000	-	-
538 Computer software and Equipment	-	-	-	-	-
Subtotal Capital Equipment	-	-	2,000	-	-
TOTAL LEGISLATIVE EXPENSES	22,711	22,634	26,410	10,130	26,193

ADMINISTRATION & FINANCE (41200)		2008	2009	2010	As of July 31	2010	Proposed
EXPENDITURES							
Personnel							
101	Full-time employees	108,289	102,536	94,127	50,282	93,081	
104	Temp. employees	-	-	-	-	-	
121	PERA	6,494	6,836	6,589	3,635	6,748	
122	FICA	8,472	8,004	7,200	4,116	7,121	
131	Benefits (health, dental, etc)	9,876	9,272	10,500	5,824	11,340	
151	Workers Compensation	1,243	559	715	57	726	
Subtotal Personnel		134,374	127,206	119,131	63,914	119,016	
General Operations							
201	General Supplies	1,808	1,731	2,200	1,140	2,200	
203	Postage	5,060	1,817	2,500	2,000	4,000	
208	Water cooler water	245	303	450	128	450	
301	Auditing	12,700	12,904	-	-	-	
305	Legal contract - Civil	12,934	3,567	-	-	-	
306	Consulting fees (IT Support)	3,160	5,440	6,000	3,173	5,500	
307	Computer Services (Banyon)	1,560	1,560	1,600	1,561	1,600	
308	Training and conferences	1,407	1,004	2,200	500	2,000	
309	Newspaper - Roseville Review	8,415	-	-	-	-	
331	Travel Expenses	887	929	1,200	227	1,200	
352	Public information and notices	-	726	2,000	662	1,500	
353	Newletter Printing	3,968	2,469	4,050	1,828	4,000	
354	Phonebook Printing	3,561	-	-	-	-	
355	Miscellaneous printing & process	1,595	285	-	875	1,200	
361	General liability	4,599	4,652	4,800	-	4,800	
391	Telephones/Fax (City Hall)	1,995	1,769	2,000	937	2,000	
401	Copier	1,466	379	4,000	136	2,800	
404	Computer Repair/Maintenance	-	-	-	-	-	
409	Other equipment repair	-	-	-	-	-	
438	Dues and Subscriptions	2,765	1,474	3,000	1,854	3,000	
440	Meeting Expenses	15	85	100	16	100	
442	Miscellaneous expenses	2,417	78	500	129	500	
Subtotal General Operations		70,558	41,172	36,600	15,167	36,850	
Capital Expenditures							
530	Furniture and equipment	-	-	-	-	-	
531	Office equipment	-	-	-	-	-	
534	Office furniture	-	-	-	-	-	
538	Computers and technology	1,103	351	-	-	2,500	
Subtotal Capital		1,103	351	-	-	2,500	
TOTAL EXPENSES		206,035	168,728	155,731	79,082	155,866	

**AUDITING, ELECTIONS,
AND LEGAL SERVICES (\$1500)**

EXPENDITURES

	2008	2009	Adopted 2010	As of July 31 2010	Proposed 2010
Personnel					
101 Full-time employees	6,842	3,724	13,152	6,867	6,952
104 Temp. employees	2,477	968	1,700	-	-
121 PERA	329	239	921	484	504
122 FICA	518	296	1,006	548	532
131 Benefits (health, dental, etc)	671	198	1,500	836	840
151 Workers Compensation	-	35	100	-	54
Subtotal Personnel	10,837	5,461	18,379	8,736	8,882

201 General Supplies	408	-	200	-	-
300 Legal Services - Prosecution	-	-	12,000	4,932	12,000
301 Auditing	-	-	14,000	12,320	14,000
306 Legal Services - Civil	-	-	14,000	3,288	12,000
327 Other Services	159	586	700	432	800
331 Travel Expenses	-	-	75	-	75
352 Public Information & Notices	-	96	2,000	-	100
355 Miscellaneous Fees	-	-	5,200	291	1,000
409 Other equipment and repair	-	-	-	-	-
440 Meeting expenses	-	91	250	-	-
442 Miscellaneous expenses	-	-	-	-	-
Subtotal General Operations	567	774	48,425	21,263	39,975

Capital Expenditures					
530 Furniture and equipment	-	-	2,000	-	-
531 Office equipment	-	-	-	-	-
534 Office furniture	-	-	-	-	-
538 Computers and technology	-	-	2,000	-	-
Subtotal Capital	-	-	2,000	-	-
TOTAL EXPENSES	11,404	6,234	68,804	29,999	48,857

		PUBLIC SAFETY (42100)			
		2008	2009	2010	2011
		Actual	Actual	Adopted	Proposed
		As of July 31	As of July 31	As of July 31	As of July 31
REVENUE					
34202	False Fire Alarm	794	424	1,000	500
34203	Fire Inspection Fee	1,050	-	3,500	1,000
34205	Fire Call Reimbursement	1,252	1,252	-	-
35101	Court Fines (including traffic tickets)	40,233	38,872	32,000	33,000
TOTAL REVENUE		42,076	40,547	36,500	34,500
EXPENDITURES					
General Operations					
305	Legal Fees - Prosecution	10,326	10,152	-	-
355	Miscellaneous fees - Printing	3,053	1,392	-	-
Subtotal Prosecution		13,379	11,545	-	-
318	911 Dispatch	-	-	-	9,620
319	Police Contract	548,100	578,250	578,595	590,167
360	General Liability	-	-	5,000	5,000
442	Miscellaneous Exp.	5,000	4,317	7,500	500
Subtotal Police		553,100	582,567	591,095	605,287
320	Fire Contract	19,097	18,630	18,000	18,000
321	Fire Calls	9,922	16,475	13,000	13,000
322	False Fire Alarms	2,778	424	1,000	500
323	Fire Inspections	1,075	-	3,500	1,000
Subtotal Fire		32,872	35,529	35,500	32,500
TOTAL EXPENSES		599,351	629,641	626,595	637,787

		PUBLIC WORKS (\$3000)				EXPENDITURES	
		Actual	Actual	Actual	Adopted	As of July 31	Proposed
		2008	2009	2010	2010	2010	2011
Personnel							
101	Full-time employees	35,366	44,294	30,400	17,333	27,248	
102	Overtime/On-Call	1,283	2,191	2,000	1,004	3,000	
121	PERA	2,940	3,004	2,268	1,457	2,193	
122	FICA	3,661	3,516	2,479	1,655	2,314	
131	Benefits (health, dental, etc)	3,720	4,702	4,125	2,493	4,200	
151	Workers Compensation	4,032	2,097	2,650	185	2,526	
Subtotal Personnel		51,002	59,804	43,922	24,129	41,481	
General Operations							
202	Permanent Supplies	-	-	200	-	-	
212	Motor Fuels	2,219	1,587	2,500	975	2,200	
213	Lubricants and other fluids	-	-	-	-	-	
225	Landscaping Materials	-	15	-	-	-	
226	Signs	5	-	-	-	-	
227	Tools and Equipment	-	-	200	-	-	
228	Miscellaneous Repairs & Supplies	1,852	1,008	2,000	165	1,500	
304	Engineering Contract	2,990	-	3,000	193	3,000	
308	Training and conferences	165	165	400	165	400	
313	Snow and Ice Removal Contract	11,677	5,207	15,000	4,104	15,000	
314	Street Sweeping Contract	4,098	5,062	6,500	2,262	6,000	
317	Tree Service	3,654	3,214	15,000	2,571	10,000	
324	Alley Repair	1,195	-	1,000	-	1,000	
327	Other Services	569	356	500	328	4,000	
328	Street Repair	500	-	500	-	500	
380	Electricity - street lighting	5,726	6,168	6,000	2,677	6,400	
381	Electricity	2,820	2,457	3,000	1,732	3,400	
382	Water	69	69	80	14	100	
383	Gas Utilities	3,887	3,075	4,500	1,453	4,000	
384	Refuse Disposal	1,202	1,189	1,300	826	1,600	
391	Telephone/Pagers	455	534	500	266	500	
402	Truck repair and Maintenance	113	2,968	2,000	63	3,000	
426	Machinery rental	-	-	-	-	-	
442	Miscellaneous	257	-	300	96	-	
Subtotal General Operations		43,451	33,073	64,480	17,890	62,600	
Capital Expenditures							
530	Furniture and equipment	-	-	-	-	-	
538	Land	-	-	-	-	-	
Subtotal Capital		-	-	-	-	-	
TOTAL EXPENSES		94,453	92,877	108,402	42,019	104,081	

		PLANNING & INSPECTIONS (43400)			
		2008	2009	2010	As of July 31
		Actual	Actual	Adopted	2010
		2008	2009	2010	Proposed
		2008	2009	2010	2011
REVENUE					
32210	Building Permits	10,364	11,688	7,000	7,000
32211	Zoning Permit Applications	345	1,210	200	200
32225	Plan Review	3,658	4,692	2,000	2,000
32230	Plumbing Permits	641	1,236	600	600
32270	HVAC Permits	1,045	1,410	750	800
32280	Street Excavation	-	100	-	-
34110	Variance Fee	225	150	-	100
34112	Conditional Use Permit	-	-	-	-
34113	Zoning Amendment	-	-	-	-
TOTAL REVENUE		16,277	20,487	10,550	8,453
EXPENDITURES					
Personnel					
101	Full-time employees	19,304	14,686	28,809	15,600
121	PERA	1,071	963	2,017	1,108
122	FICA	1,552	1,169	2,204	1,320
131	Benefits (health, dental, etc)	1,918	1,110	3,750	1,925
151	Workers Compensation	-	207	1,314	-
Subtotal Personnel		23,844	18,136	38,094	19,953
General Operations					
201	General Supplies	-	-	-	-
202	Permanent Supplies	46	-	-	-
203	Postage	268	173	300	30
306	Consulting Fees	-	452	38,905	6,628
308	Training and conferences	425	450	500	500
312	Building Inspector	2,504	2,408	2,500	2,500
327	Other Services	-	-	-	-
331	Travel Expenses	-	-	-	-
355	Miscellaneous Printing	-	-	-	-
386	Gopher State One Call	421	531	700	248
442	Miscellaneous expenses	25	-	-	10
443	Surcharge Report	324	419	300	96
Subtotal General Operations		4,012	4,432	43,205	7,013
Capital Expenditures					
530	Furniture and equipment	-	-	-	-
531	Office equipment	-	-	-	-
534	Office furniture	-	-	-	-
538	Computers and technology	-	-	-	-
Subtotal Capital		-	-	-	-
TOTAL EXPENSES		27,856	22,568	81,299	26,966
					56,322

PARKS AND RECREATION (45200) **Actual 2008** **Actual 2009** **Adopted 2010** **As of July 31 2010** **Proposed 2010**

EXPENDITURES

	2008	2009	2010	2010	2010
Personnel					
101 Full-time employees	41,244	51,253	42,425	22,962	37,855
104 Temp. employees	5,963	3,555	6,000	3,769	6,000
121 PERA	3,193	3,431	2,970	1,677	2,744
122 FICA	4,388	4,322	3,705	2,235	3,355
131 Benefits (health, dental, etc)	4,027	5,102	5,813	2,877	5,880
151 Workers Compensation	2,096	260	1,256	96	1,161
Subtotal Personnel	60,911	67,923	62,169	33,616	56,995
General Operations					
201 General Supplies	103	127	500	45	200
202 Permanent Supplies	212	89	500	32	200
225 Landscaping Materials	64	-	500	-	500
228 Miscellaneous Repairs & Maintenance.	211	191	250	144	250
317 Tree Service	742	-	-	-	-
370 Park and Rec Expenses	-	700	-	-	700
371 Non-Resident Reimbursement	32	429	200	-	1,000
381 Electric	626	439	700	305	700
382 Water	196	172	300	25	300
383 Gas Utility	1,090	801	1,300	375	1,200
384 Refuse	-	-	-	-	-
391 Telephones and Pagers	21	-	100	20	100
403 Mower repair	-	-	-	1,275	1,500
412 Warming House Repair	10	-	500	13	100
427 Porta Potty Rental	1,145	767	750	188	800
442 Miscellaneous	300	78	500	13	300
Subtotal General Operations	4,751	3,793	6,100	2,435	7,850
Capital Expenditures					
550 Other Improvements	-	-	-	-	-
Subtotal Capital	-	-	-	-	-
TOTAL EXPENSES	65,662	71,716	68,269	36,051	64,845

	DEVELOPMENT (\$8100)				
	2008	2009	2010	2010	2011
	Actual	Actual	Adopted	As of July 31	Proposed
REVENUE					
Other	-	-	-	-	-
TOTAL REVENUE	-	-	-	-	-
EXPENDITURES					
General Operations	1,665	1,235	7,500	713	5,000
Consulting Fees					
306					
Miscellaneous expenses					
442					
Subtotal General Operations	1,665	1,235	7,500	713	5,000
TOTAL EXPENSES	1,665	1,235	7,500	713	5,000

CONTINGENCY (45300)		2008	2009	2010	2010	2010	2011
		Actual	Actual	Adopted	As of July 31	Proposed	
REVENUE							
Other							
TOTAL REVENUE							
EXPENDITURES							
General Operations							
CONTINGENCY FUNDS							
444							
OPERATING TRANSFERS							
710							
Subtotal General Operations							
TOTAL EXPENSES							
-	-	-	-	20,000	-	20,000	-
-	-	-	-	20,000	-	20,000	-
-	-	-	-	-	-	-	-
-	-	-	-	20,000	-	20,000	-

	2008	2009	2010	As of July 31	2011
	Actual	Actual	Adopted	2010	Proposed
TRANSFERS OUT (45400)					
REVENUE	-	-	-	-	-
Other	-	-	-	-	-
TOTAL REVENUE	-	-	-	-	-
EXPENDITURES					
732 Transfers to 302	-	31,000	-	-	-
733 Transfers to 303	-	-	-	-	-
734 Transfers to 304	-	-	-	-	-
741 Transfers to 401	-	-	-	-	-
742 Transfers to 402	-	-	-	-	-
743 Transfers to 403	-	-	-	-	-
744 Transfers to 404	14,660	-	-	-	-
745 Transfers to 405	-	-	-	-	-
Total Transfers	14,660	31,000	-	-	-

GENERAL FUND REVENUE

	Net levy does not change	Raise net levy 1.0%	Raise net levy 1.5%	Raise net levy 2.0%	Raise net levy 2.5%	Raise net levy 3.0%	Raise net levy 3.5%	Raise net Levy 5.0%
Net Tax Levy	458,584	463,170	465,463	467,756	470,049	472,342	474,634	486,328
Fiscal Disparities	110,683	110,683	110,683	110,683	110,683	110,683	110,683	110,683
State Aide	489,134	489,134	489,134	489,134	489,134	489,134	489,134	489,134
Licenses and fees	8,200	8,200	8,200	8,200	8,200	8,200	8,200	8,200
Other Revenue	7,250	7,250	7,250	7,250	7,250	7,250	7,250	7,250
Public Safety	34,500	34,500	34,500	34,500	34,500	34,500	34,500	34,500
Planning and Inspections	10,600	10,600	10,600	10,600	10,600	10,600	10,600	10,600
Transfers from other funds	-	-	-	-	-	-	-	-
TOTAL REVENUE	1,118,951	1,123,537	1,125,830	1,128,123	1,130,416	1,132,709	1,135,001	1,146,695

GENERAL FUND EXPENDITURES	1,098,951	1,098,951	1,098,951	1,098,951	1,098,951	1,098,951	1,098,951	1,098,951
Contingency	20,000	20,000	20,000	20,000	20,000	20,000	20,000	20,000
Transferable Balance	-	-	-	-	-	-	-	-
Levy/Increase / Decrease in Dollars	-	4,586	6,879	9,172	11,465	13,758	16,050	27,744
TOTAL EXPENDITURES	1,118,951	1,123,537	1,125,830	1,128,123	1,130,416	1,132,709	1,135,001	1,146,695
% Gross Levy Change from 2010	-0.43%	0.37%	0.77%	1.17%	1.57%	1.97%	2.38%	4.42%

2011 Local Tax Rate (net levy/tax capacity)	26.35%	26.61%	26.75%	26.88%	27.01%	27.14%	27.27%	27.94%
2011 Tax Rate (gross levy/tax capacity)	32.71%	32.97%	33.11%	33.24%	33.37%	33.50%	33.63%	34.30%
2011 Tax on Median Value Home	\$ 494.34	\$ 495.42	\$ 497.87	\$ 500.32	\$ 502.78	\$ 505.23	\$ 507.68	\$ 520.19
2010 Tax on Median Value Home	\$ 493.00	\$ 493.00	\$ 493.00	\$ 493.00	\$ 493.00	\$ 493.00	\$ 493.00	\$ 493.00
Difference	\$ 1.34	\$ 2.42	\$ 4.87	\$ 7.32	\$ 9.78	\$ 12.23	\$ 14.68	\$ 27.19
2011 Tax on Higher Value Home	\$ 724.64	\$ 731.88	\$ 735.51	\$ 739.13	\$ 742.75	\$ 746.38	\$ 750.00	\$ 768.48
2010 Tax on Higher Value Home	\$ 728.31	\$ 728.31	\$ 728.31	\$ 728.31	\$ 728.31	\$ 728.31	\$ 728.31	\$ 728.31
Difference	\$ (3.67)	\$ 3.57	\$ 7.20	\$ 10.82	\$ 14.44	\$ 18.07	\$ 21.69	\$ 40.17

NOTES:

- Tax Capacity 2011 1,740,325
- Median home value 2010 payable 2011 187,600
- Higher Value Home (2011 est) 275,000
- Tax Capacity 2010 1,731,568
- Median home value 2009 payable 2010 (est) 186,150
- Higher Value Home (2010 est) 275,000