

**FILE**

**LAUDERDALE CITY COUNCIL MEETING AGENDA  
TUESDAY, MARCH 24, 2009  
7:30 P.M. CITY HALL  
1891 WALNUT STREET**

1. ROLL CALL
2. APPROVAL OF THE AGENDA
3. APPROVALS
  - a. Minutes of the March 10, 2009, City Council Meeting.
  - b. Claims totaling \$25,113.90
4. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE COUNCIL
5. CONSENT
  - a. PCIC Minutes
6. SPECIAL ORDER OF BUSINESS/RECOGNITION/PROCLAMATIONS
7. PUBLIC HEARINGS Public hearings are conducted so that the public affected by a proposal can have input in to the decision.
8. REPORTS
  - a. Road Construction Projects
9. DISCUSSION / ACTION
  - a. Intratech Quote for Manhole Lining
  - b. Option to Purchase Falcon Height's Sewer Jetter
  - c. 2009 Street Sweeping Quotes
  - d. Set Goal Setting Meeting Date and Time
10. ITEMS REMOVED FROM THE CONSENT AGENDA
11. ADDITIONAL ITEMS
12. SET AGENDA FOR NEXT MEETING
  - a. Roseville Sanitary Sewer Agreement
  - b. Annual Stormwater Prevention Program Presentation and Public Hearing
  - c. Bonestroo Agreements for Erosion Control and Illicit Discharge Ordinances and Impaired Waters Review
13. WORK SESSION
  - a. 2010 - 2012 Police Contract
  - b. Closed Session: Former Lift Station Property near 1974 Walnut Street Land Sale
14. ADJOURN

March 10, 2009

Mayor Dains called the meeting to order at 7:32 p.m.

Councillors present: Karen Doherty, Clay Christensen, and Mayor Jeff Dains. Councillor Mac Lean arrived shortly after roll call was taken. Councillor absent: Denise Hawkinson.

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

Mayor Dains asked for changes to the meeting agenda. There being none, Councillor Christensen moved to approve the agenda. Councillor Mac Lean seconded the motion and it passed unanimously.

Councillor Mac Lean moved approval of the February 24, 2009, City Council meeting minutes. Councillor Christensen seconded the motion and it passed unanimously.

Mayor Dains asked the councillors if they had questions regarding the claims. There being none, Councillor Hawkinson moved approval of the claims totaling \$78,906.36. Councillor 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 address the Council.

Mayor Dains asked if councillors wished to remove items from the consent agenda. There being none, Councillor Christensen moved the consent agenda approving 2009 rental housing licenses. Councillor Mac Lean seconded the motion and it passed unanimously.

Bownik reported on the outcome of the winter dance and dessert buffet on March 5. He said the attendees enjoyed the Jennifer Grimm Band and all the desserts donated by Baker's Square, the Finnish Bistro, and Good Earth Restaurant. Additionally, HGA Architects and Engineers donated door prizes. CTV recorded the event and that will be aired on the community access channel.

Butkowski updated the Council on the status of area road projects. A signal tech from Ramsey County will evaluate the traffic signals at Eustis and Larpenteur and adjust accordingly. Ramsey County will do this again after the bridge is closed in May.

Xcel Energy's project to move the overhead power lines was successful and they don't plan to close TH280 for that project again. Their project to bury distribution lines under

TH280 may still require a closure of TH280. They anticipate the work in the Malvern alley to be concluded by week end. Finally, West submitted a permit request to bore at the southern end of the Malvern alley as well.

At the last meeting, the Council accepted the grant from the Metropolitan Emergency Services Board (MESB) to purchase two 800 MHz radios. Staff notified the MESB of the acceptance and they submitted a contract for the Council to consider. Butkowski told the Council that the city attorney reviewed the contract and did not have any suggestions.

**Councilor Mac Lean moved to approve the contract to purchase 800 MHz radios and it passed unanimously.**

The Mayor acknowledged the list of agenda items for the next meeting which included a quote for manhole lining, a sanitary sewer agreement with the City of Roseville, setting a time for the annual goal setting session, sewer jetting equipment, and 2009 street sweeping.

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

Bownik told the Council that title work was completed on the lift station property next to Virginia Matheny, owner of 1974 Walnut Street. The City can sell the property subject to the easement.

The Council discussed whether the City had a use for the property. They also asked staff to clarify how this lift station property differed from that on Summer Street. Bownik explained that the City owns the property adjacent to 1974 Walnut. In the Summer Street situation, the property owner granted the City an easement to use the property but the City was never the owner.

The Mayor questioned the reasons to sell the property and whether the sale would need to be open to others. Butkowski said the city attorney recommended conditioning the sale to the owner of 1974 Walnut Street (Lot 30, Block 2) as the parcel in question was once a part of that platted lot.

The Council then discussed the process for a land sale. If the Council wished to have the purchaser pay the fees associated with the land sale, Butkowski suggested an escrow account be established from which the title work and closing fees would be paid.

Matheny expressed concern over the costs to purchase the land. Staff was directed to get a cost estimate from the city attorney. Staff would then notify Matheny of the costs to see if she was still interested in purchasing the land.

Butkowski explained that St. Anthony's proposed police contract was included in the packet. The primary changes were the fees for service from 2010 to 2012 and the termination language in section XXI that St. Anthony agreed to during a meeting with the city administrators. The Council questioned whether they could hold a closed session to discuss the contract. Butkowski said she would research that but did not think so.

Councilor Christensen noted the next meeting of the Ramsey County League of Local Governments (RCLLG) concerned ground water management and the meeting on March 26 addressed relationship building.

**Councilor Doherty moved to adjourn the meeting. Councilor Mac Lean seconded the motion and it carried. The meeting adjourned at 8:13 p.m.**

Respectfully submitted,

Heather Butkowski  
City Administrator

**CITY OF LAUDERDALE  
CLAIMS FOR APPROVAL**

**March 24, 2009 City Council Meeting**

<p>Payroll 3/20/09 Payroll: Direct Deposit # 500724-5007 3/20/09 Payroll: Payroll Liabilities, e-payments 341E-344E \$8,020.00 \$6,058.81</p>	<p>Vendor Claims 3/24/09: Check #s 19625-19642 \$11,035.09</p>	<p>Total Claims for Approval \$25,113.90</p>
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**\*Check Detail Register®**

**CITY OF LAUDERDALE**

MARCH 2009

Check Amt Invoice Comment

10100 NORTH STAR CHECKING			
Paid Chk# 019625	3/24/2009	AFSCME	G 101-21709 UNION DUES
		Total AFSCME	\$78.20
			3/09 Union Dues
Paid Chk# 019626	3/24/2009	APMP OF MN	E 101-41200-438 DUES & SUBSCRIPTIONS
		Total APMP OF MN	\$30.00
			j'b '09 membership
Paid Chk# 019627	3/24/2009	AVENET, LLC	E 202-49500-307 COMPUTER SERVICES
		Total AVENET, LLC	\$111.00
			2q09 web hosting
Paid Chk# 019628	3/24/2009	BATC	E 101-41200-308 TRAINING/CONFERENCES
		Total BATC	\$32.00
			j'b cmo toastmasters dues (april-oct)
Paid Chk# 019629	3/24/2009	BONESTROO, ROSENE, ANDERLIK	E 401-48401-304 ENGINEERING
			\$2,991.70 165428
			2/09 Engineering Services- Eustis
			\$913.50 165429
			2/09 Engineering Services-Roseville Sv
		Total BONESTROO, ROSENE, ANDERLIK	\$3,905.20
Paid Chk# 019630	3/24/2009	CINTAS	E 601-49000-425 CLOTHING
			\$33.66 470252310
			PW clothing
			\$33.68 470255945
			PW clothing
		Total CINTAS	\$67.34
Paid Chk# 019631	3/24/2009	EUREKA RECYCLING	E 203-50000-389 RECYCLING CONTRACTOR
		Total EUREKA RECYCLING	\$2,191.95
			4163
			2/09 Recycling Contract
Paid Chk# 019632	3/24/2009	INTEGRA	E 101-41200-391 TELEPHONE/PAGERS
		Total INTEGRA	\$52.56
			2/09 Fax line
Paid Chk# 019633	3/24/2009	KENNEDY & GRAVEN	E 101-41200-305 LEGAL FEES
			\$772.50
			2/09 Legal Fees - Matheny
			\$2.02
			2/09 Legal Fees
			\$512.00
			2/09 Legal Fees
		Total KENNEDY & GRAVEN	\$1,286.52
Paid Chk# 019634	3/24/2009	MAMA	E 101-41200-308 TRAINING/CONFERENCES
		Total MAMA	\$23.00
			2446
			3/09 hb- luncheon training
Paid Chk# 019635	3/24/2009	OFFICE MAX	E 101-41200-201 GENERAL SUPPLIES
		Total OFFICE MAX	\$105.63
			Misc office supplies

**\*Check Detail Register®**

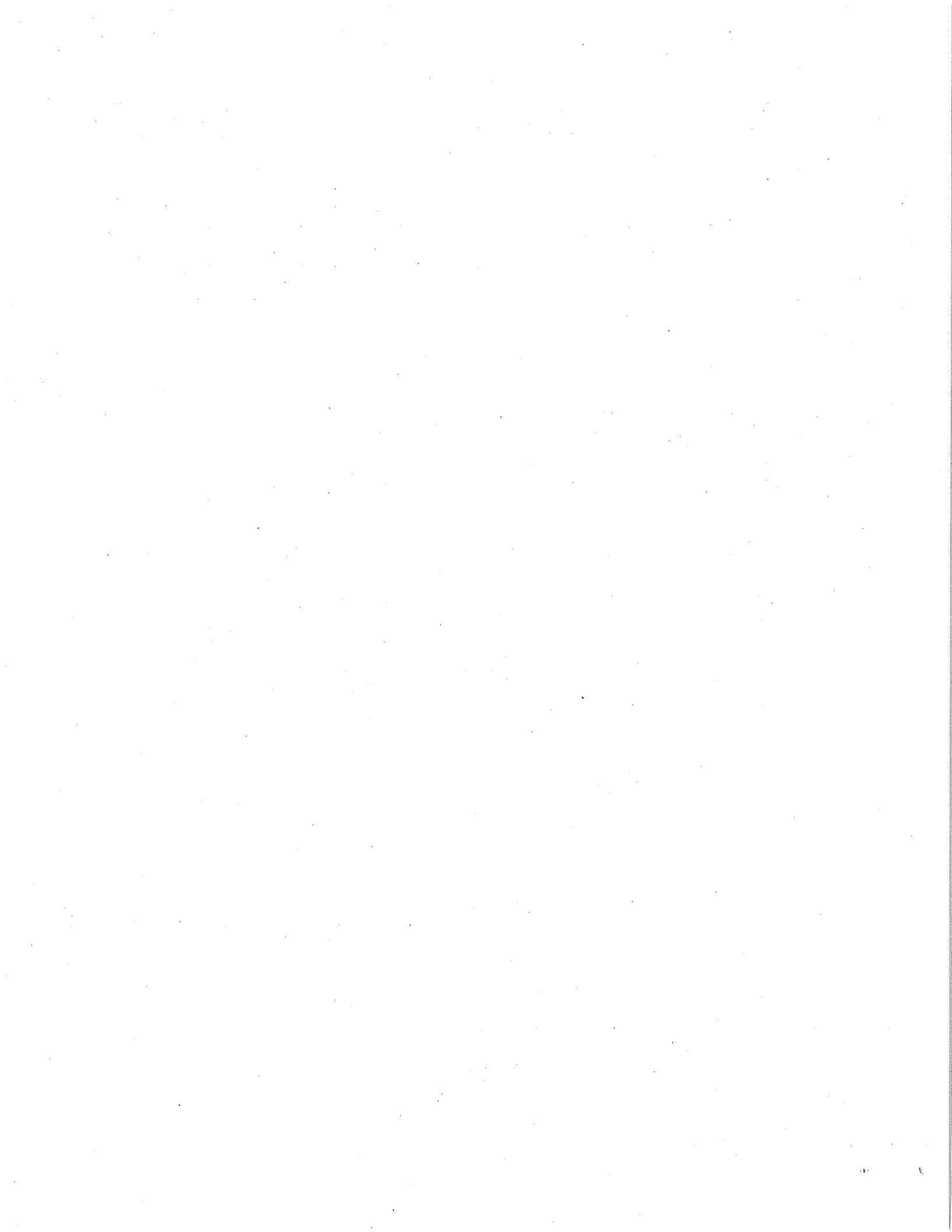
**CITY OF LAUDERDALE**

MARCH 2009

Check Amt Invoice Comment

Paid Chk# 019636	3/24/2009	RAMSEY COUNTY, PROP REC & REV	\$1,374.32	
E 101-41200-442	MISC	\$505.92	EMCOM - 000	2/09 Dispatch Services
E 101-43000-313	SNOW & ICE REMOVAL	\$868.40	PUBW-009273	2/09 Snow Plowing & Sand
<b>Total RAMSEY COUNTY, PROP REC &amp; REV</b>				
Paid Chk# 019637	3/24/2009	SPRINT PCS	\$16.73	2/09 PW Pager
E 602-49100-391	TELEPHONE/PAGERS	\$16.73		2/09 PW Pager
E 601-49000-391	TELEPHONE/PAGERS	\$16.73		2/09 PW Pager
E 101-43000-391	TELEPHONE/PAGERS	\$33.46		2/09 PW Pager
<b>Total SPRINT PCS</b>				
Paid Chk# 019638	3/24/2009	SUBURBAN RATE AUTHORITY	\$200.00	1st half 09 Dues SRA
E 101-41100-438	DUES & SUBSCRIPTIONS	\$200.00		
<b>Total SUBURBAN RATE AUTHORITY</b>				
Paid Chk# 019639	3/24/2009	WASTE MANAGEMENT	\$103.79	3/09 Waste Pick-up
E 101-43000-384	REFUSE DISPOSAL	\$103.79		
<b>Total WASTE MANAGEMENT</b>				
Paid Chk# 019640	3/24/2009	XCEL ENERGY, CITY HALL	\$394.54	2/09 city hall gas
E 101-43000-383	GAS UTILITIES	\$394.54		2/09 city hall electric
E 101-43000-381	ELECTRIC	\$179.43		
<b>Total XCEL ENERGY, CITY HALL</b>				
Paid Chk# 019641	3/24/2009	XCEL ENERGY, PARK & GARAGE	\$37.60	2/09 garage/wh electric
E 101-43000-381	ELECTRIC	\$37.60		2/09 garage/wh electric
E 101-45200-381	ELECTRIC	\$37.60		2/09 garage/wh electric
E 101-45200-383	GAS UTILITIES	\$121.65		2/09 garage/wh gas
E 101-43000-383	GAS UTILITIES	\$121.66		2/09 garage/wh electric/gas
<b>Total XCEL ENERGY, PARK &amp; GARAGE</b>				
Paid Chk# 019642	3/24/2009	XCEL ENERGY, STREET LIGHTING	\$514.18	2/09 Street Lighting
E 101-43000-380	STREET LIGHT UTILITY	\$514.18		
<b>Total XCEL ENERGY, STREET LIGHTING</b>				
<b>10100 NORTH STAR CHECKING \$11,035.09</b>				
<b>Fund Summary</b>				
101 GENERAL		\$4,726.14		
202 COMMUNICATIONS		\$111.00		
203 RECYCLING		\$2,191.95		
401 CAPITAL IMPROVEMENT STREETS		\$2,991.70		
601 SEWER UTILITIES		\$963.89		
602 STORM SEWER ENTERPRISE FUND		\$50.41		
		\$11,035.09		





LAUDERDALE COUNCIL		ACTION REQUESTED	
MEETING DATE	March 24, 2009	Consent	<input checked="" type="checkbox"/>
ITEM NUMBER	PCIC Minutes	Special	<input type="checkbox"/>
STAFF INITIAL	Jim	Public Hearing	<input type="checkbox"/>
APPROVED BY ADMINISTRATOR		Report	<input type="checkbox"/>
		Discussion/Action	<input type="checkbox"/>
		Resolution	<input type="checkbox"/>
		Work session	<input type="checkbox"/>

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

Attached are the minutes from the Park & Community Involvement Committee meeting of February 2, 2009.

**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, MARCH 16, 2009  
PARK & COMMUNITY INVOLVEMENT COMMITTEE**



1. CALL TO ORDER 6:34 p.m.
2. ROLL CALL
- Members Present: Kathy Lefald, Bob Milligan
- Members Absent: Roxanne Grove, Trygve Hansen, Gretel Keene, Kathy Thompson
- Staff & Council Present: Jim Bownik, Denise Hawkinson, Lara Mac Lean
- Others Present:
3. APPROVAL OF THE AGENDA
- A quorum was not present to approve the agenda.
4. APPROVAL OF MINUTES OF FEBRUARY 2, 2009 MEETING
- A quorum was not present to approve the minutes.
5. REPORTS
- A. Dog Park
- Bownik provided an update on the dog park.
- The committee provided suggestions for the current sign. Bownik said there are no plans for a new sign at this time, but would make note of the suggestions.
- Lefald stated people are leaving balls and toys again and inquired about a container. Bownik stated that we had spread the word to users of the dog park that they can bring toys but should not leave them there. If it becomes a nuisance, staff will clean it up. The sign also says people can bring toys, but they may not get them back.
- B. Recreational Programs
- Bownik reported on the summer programs planned at Lauderdale Community Park through the Roseville Recreation Department that include a puppet wagon and sports.

Bownik also reported on the streamlined non-resident reimbursement policy through the Recreation Departments of Roseville and Falcon Heights.

6. DISCUSSION/ACTION

A. Winter Dance & Dessert Buffet Wrap Up (Thursday, March 5, 7-9 p.m.)

Leraid reported on the dance. Mac Lean asked if another dance should be planned, perhaps in conjunction with Snow Commotion. Leraid suggested a family dance if the day of Snow Commotion. Milligan thought the attendance would grow if held again, but more emphasis should be on music versus dancing. Milligan and Leraid also noted that the apartment managers and Luther Seminary were more than happy to put up the flyers in their buildings.

Bownik suggested considering last year's decision to hold all Snow Commotion activities at the park. He also noted that if attendance didn't improve, and we didn't receive impressive donations again, the event would be a financial liability.

B. City-Wide Garage Sale (Saturday, May 16)

Leraid reported on staff's recommendations regarding possible suggestions for the event. The committee concurred with the following suggestions: keep the event free of the need for staff or volunteers, dispose of the remaining used books, do not offer space for rent in the social room.

It was suggested that we could ask people when they register if they would be willing to share their location with an apartment dweller.

C. June Music Under the Trees (Monday, June 15, 7:30 p.m.)

Leraid reported on the June Music Under the Trees:

D. July MUTT

Leraid will check with the Roseville Community Band or the Roseville Jazz Band about playing for the July event.

E. Sandwich Board Signs

Kathy and Bob Leraid have painted and placed the sandwich board signs for two years. Leraid asked if someone else would volunteer to do them. Milligan stated he would be able to deliver them to and from their locations if needed. It was suggested that Plexiglas and posters could possibly replace painting of the signs. Bownik asked Leraid if she could provide the sign locations and dimensions.

F. Budget Review & Budget Implications

Bownik reported on the loss of Local Government Aid and how it is expected to affect park planning and city events.

Lefald asked what the status is of the projects that were planned for 2009. Bownik stated that they are currently on hold and that all of these projects are most likely to be delayed at least a year.

Lefald suggested a new refrigerator for the kitchen is needed. Bownik stated the Minnesota Material Exchange Listings could be a possible source for a replacement refrigerator.

7. OTHER BUSINESS

8. SET PRELIMINARY AGENDA FOR NEXT MEETING

Bownik provided a 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 committee decided to cancel the April 6 meeting. The next meetings are May 4 and June 1 at 6:30 p.m.

10. ADJOURNMENT

The meeting adjourned at 7:56 p.m.





Infrastructure Technologies, Inc.

21040 Commerce Boulevard

Rogers, MN 55374-9341

www.infrotechcatalog.com

Phone 763/428-6488 • Fax 763/428-6489

Heather Butkowski, City Administrator

City of Lauderdale

1891 Walnut Street

Lauderdale, MN 55112-5137

Also via email to [heather.butkowski@ci.lauderdale.mn.us](mailto:heather.butkowski@ci.lauderdale.mn.us)

Project:

Sanitary sewer manhole structural modifications and smoke testing

Twin City Die Casting Co.

1070 33<sup>rd</sup> Ave SE

Lauderdale, Minnesota

Ms. Butkowski,

Pursuant to your request, InfraTech is pleased to offer the following quote for your consideration, regarding the aforementioned project.

InfraTech recommends removing the existing casting and top slab, if present, installing a new 2'-0" cone section and a new sanitary sewer manhole casting frame with solid lid, followed by the application of the Quadex Dynastone mortar system, manufactured as a sewer rehabilitation mortar for use in corrosive wastewater environments, on the entire 9'-0" deep structure, including the bench & invert area.

InfraTech proposes to mobilize one time and furnish labor, material, skill and equipment necessary to perform the structural modifications, surface preparation and the application of the Quadex Dynastone gunitite applied mortar system, for the remuneration stated below. Removal without replacement of existing steps, if applicable, is included in this proposal.

Lump Sum Bid Amount =

\$3,907.50

In accordance with the manufacturer's requirements, all Quadex Dynastone application will need to take place in a relatively leak free environment. In the event that excessive infiltration is encountered InfraTech proposes, *only upon authorization by the owner*, to mobilize one time and furnish labor, material, skill and equipment necessary to perform the injection of polyurethane chemical grout to stop existing infiltration for the Time & Materials (T&M) rate of \$210.00 per hour and \$50.00 per gallon of grout

As requested, InfraTech will retest the collection system in this vicinity, via smoke testing, to verify that the structural modifications successfully eliminate inflow & infiltration on this property. These services will be performed for the same remuneration previously agreed to by the city; **\$210 per hour**, including mobilization.

Lauderdale, MN

Twin City Die Casting Co.

Page 1

3/17/2009

Please call Infratech or my cell phone (612-817-6521) with any questions or concerns.

If this proposal meets your needs, please complete the *Authorization to Proceed* portion and return to Infratech. An executed copy will be returned for your file.

Scheduling for completion of this project will be coordinated and communicated to you or your designated representative upon receipt of this authorization. We currently anticipate commencement of this work within two-four weeks after receiving the authorization to proceed. Work of this nature is obviously heavily dependent on weather conditions.

Thanks for choosing Infratech.

Respectfully,

Joseph B. Rubbelke  
Project Manager



# AUTHORIZATION TO PROCEED

Signing of this proposal by authorizing agents of the prescribed project constitutes the entire agreement between the parties and supersedes all prior proposals and agreements.

Infrastructure Technologies, Inc.  
Contractor

City of Lauderdale, Minnesota  
Owner

_____	Sign
Joseph B. Rubbelke	Name
Project Manager	Title
_____	Date

Special Instructions (if any):

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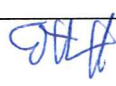
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# LAUDERDALE COUNCIL ACTION FORM

Meeting Date	March 24, 2009	
ITEM NUMBER	9B - FH Sewer Jetter	
STAFF INITIAL		
APPROVED BY ADMINISTRATOR		

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

## DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Public works has been using Falcon Heights' sewer jetter for years. Falcon Heights purchased it new in 1990. Since 2001, Falcon Heights has allowed us to use it free of charge. We budget \$1,500 annually should they decide to charge us. The City has enjoyed this relationship as it has saved the City a significant amount of money.

As Falcon Heights does not use the jetter, they plan to sell it. They've given Lauderdale the first opportunity to buy it. They set the price at \$15,000, as that is what a dealer will pay them for it. The dealer told them they would be able to sell it for \$20,000. Comparable new models listed online run about \$60,000.

Staff is asking the Council to consider whether it would be cost-effective to purchase the jetter from Falcon Heights or contract for jetting services. Each year, Joe and Dave jet a third of the City or as much as time allows. This takes around 100 hours of staff time. As there was no fee for the jetter, this cost the City around \$4,000 in staffing expenses. In comparison, it costs \$210/hour for a company like Infratech to do the work at an annual cost of \$21,000. Comparatively, the jetter would recoup its cost within a year's time.

Right now the City has \$145,237 in the 601 Sanitary Sewer Enterprise Fund and \$343,022 in the 407 Sanitary Sewer Improvement Fund.

## OPTIONS:

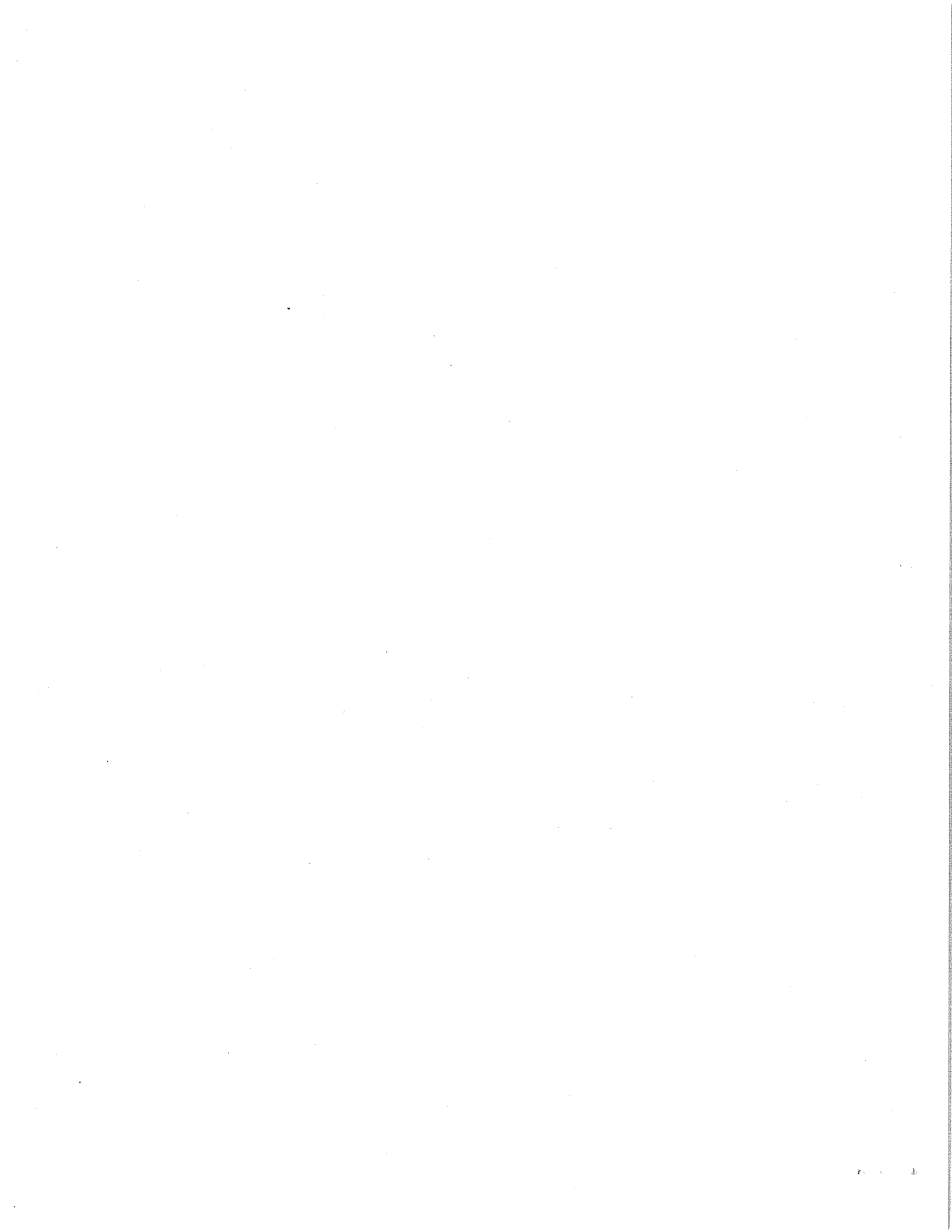
- Approve the purchase of the sewer jetter from Falcon Heights at a cost of \$15,000.
- Do not approve the purchase of the sewer jetter. Direct staff to research alternatives.

## STAFF RECOMMENDATION:

- Approve the purchase of the sewer jetter from Falcon Heights at a cost of \$15,000.

## COUNCIL ACTION:

\_\_\_\_\_



# LAUDERDALE COUNCIL ACTION FORM

Meeting Date	March 24, 2009	
ITEM NUMBER	9C - Street Sweeping	
STAFF INITIAL	HB <i>HB</i>	
APPROVED BY ADMINISTRATOR		

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

## DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Staff solicited quotes for street sweeping services to take place in spring and fall. Quotes were returned by Mike McPhillips and Reliakor Services. Both quotes are attached for your review. Last year Mike McPhillips' quote was \$200 more than that of Reliakor Services, so the City had Reliakor perform the work. After working with both companies, public works feels the City received a better service for the money from Mike McPhillips, especially when it came to the alley sweeping. Public works would like to see Mike McPhillips chosen to do the work even though their quote is \$105 more.

## OPTIONS:

The City Council may choose either vendor to perform the work.

## STAFF RECOMMENDATION:

Based on previous experience, approve Mike McPhillips to perform the 2009 spring and fall street sweeping at a cost of \$5,100.

## COUNCIL ACTION:

# City of Lauderdale

1891 Walnut Street • Lauderdale • Minnesota 55113  
Phone: 651.792.7650 Fax: 651.631.2066

February 27, 2009

The City of Lauderdale is requesting quotations for the following work to be performed: street sweeping of all city streets & alleys and city hall parking lot once in the spring and once in the fall. ~ 5 miles of streets.

Spring work to be completed on or before April 24, 2009.

Fall work to be completed on or before October 16, 2009.

## PROCEDURE

1. First day of work must be a Tuesday, Wednesday, or Thursday. No street sweeping may be done on Mondays.
2. Day 1: sweep streets curb to curb and all paved surfaces of the alleys.
3. Day 2: clean up remaining unswept areas.
4. All sweepings will be hauled away.

## CITY TO PROVIDE

1. Posting of "no parking" street signs.
2. Hydrants for water.
3. Street map of Lauderdale.
4. Daily supervision of areas to be swept.
5. Space to park sweeper overnight at city garage.

## CONTRACTOR TO PROVIDE

1. Affidavit of insurance - prior to start date.
2. Daily copy of operator's report.

Quotes to be received in this office by 4:30 p.m. Wednesday, March 18, 2009.

Company Name: Reliakor Services Inc.

Address: 8600 Hansen Ave

City: Shakopee State: MN Zip: 55379

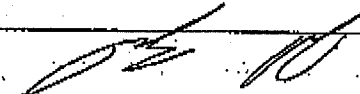
Phone: (952) 403-1440 Fax: (952) 403-1441

Equipment Cost per hour

Sweeper (Type: Elgin Pelican / Ekko) # 85 -

Dump Truck # 65 -

Total not to exceed (including labor): \$4995

Signature:  Date: 3/2/09

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.

Note: The City reserves the right to accept or reject any quotation as received for any reason.

1891 Walnut Street • Lauderdale • Minnesota 55113  
 Phone: 651.792.7650 Fax: 651.631.2066  
 February 27, 2009

The City of Lauderdale is requesting quotations for the following work to be performed: street sweeping of all city streets & alleys and city hall parking lot once in the spring and once in the fall. ~ 5 miles of streets.

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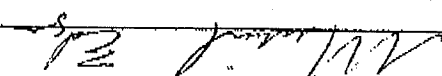
Company Name: Mike McPhillips, Inc.

Address: 825 Concord Street North

City South St. Paul State MN Zip 55075

Phone 651-451-4030 Fax 651-451-4015

Equipment	Cost per hour
Sweeper (Type: Elgin Pelican )	87.00
Dump Truck	73.00
Total not to exceed (including labor):	\$5,100.00

Signature:  Date: 3/9/09

CONTACT: David Hinrichs, Public Works Coordinator: 7:00 a.m. - 3:00 p.m., Monday - Friday.  
 Note: The City reserves the right to accept or reject any quotation as received for any reason.

# LAUDERDALE COUNCIL ACTION FORM

Meeting Date	March 24, 2009	ITEM NUMBER	9D - Set Goal Setting Date
STAFF INITIAL	<i>HAB</i>	APPROVED BY ADMINISTRATOR	

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

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

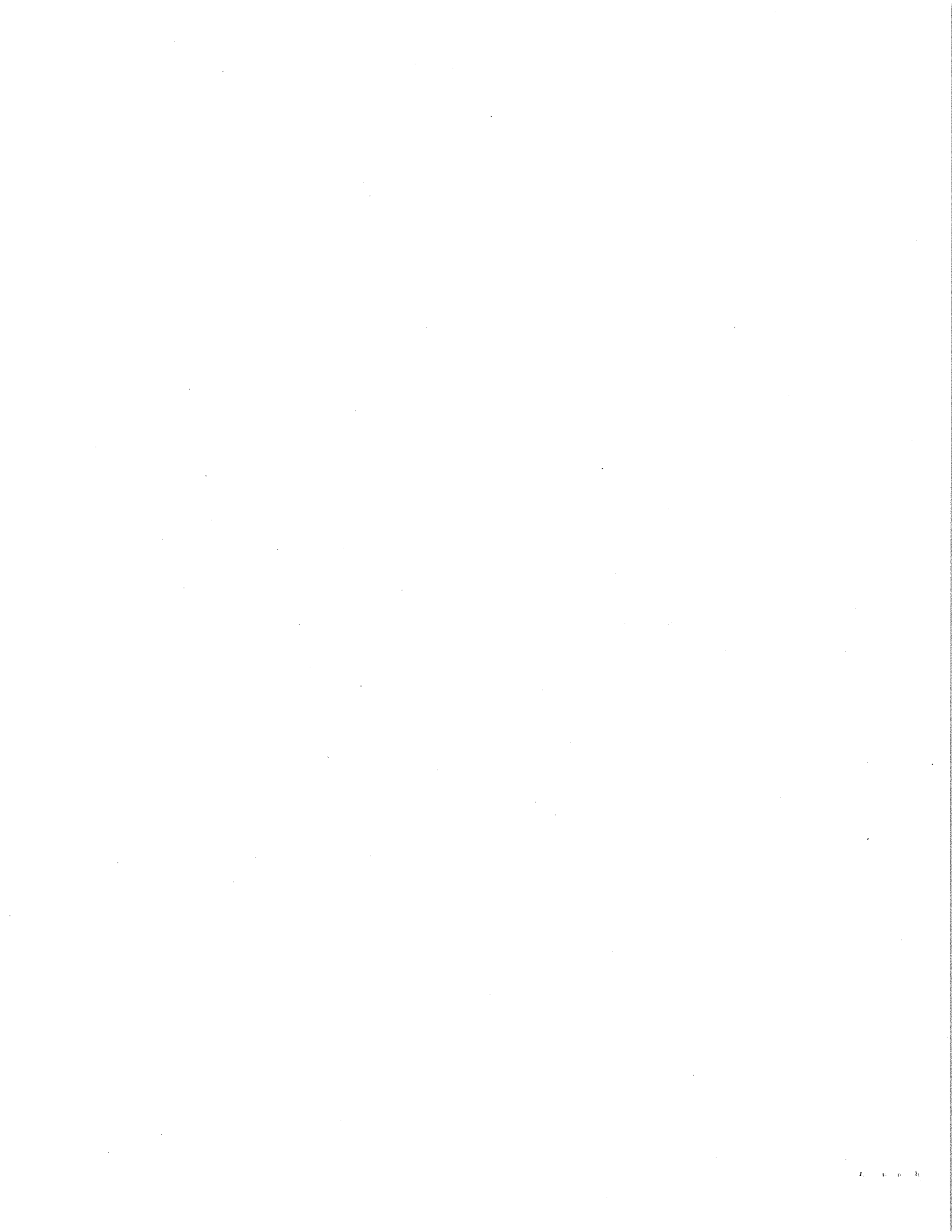
Annually, the City Council hosts a goal setting session for the Council and staff. The last few years this meeting has been in the spring so that goals requiring funding can be budgeted for. If the Council would like to stick with tradition and have the meeting prior to a council meeting, I would suggest one of the May meetings (May 12 or 26). Hopefully, we will know more then about how the legislature plans to manage the deficit and fallout from the stimulus package.

**OPTIONS:**

Set time and date for the annual goal setting session.

**STAFF RECOMMENDATION:**

**COUNCIL ACTION:**







Heather Butkowski

To: Heather Butkowski  
Subject: FW: Contract Questions

From: Roger Larson  
Sent: Monday, March 16, 2009 7:09 AM  
To: Justin Miller  
Cc: Mike Mornson; John Ohl  
Subject: FW: Contract Questions

Justin...Mike asked that I respond to your Questions:

1) Squad Cars/Capital Equipment:

The total Capital Equipment for 2010 totals \$147,500.00. This includes the replacement of three squad cars, radio's, tasers, firearms and defibrillators. We will be cutting back on Capital Equipment by \$135,000; however, the reduction will be in Public Works Equipment. We feel squad car replacement is one of the areas we shouldn't cut back on because of heavy usage by the three Cities.

2) Other Services include:

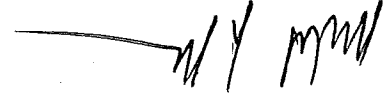
Computer Software Support  
Shredding Services  
Shooting Range Costs  
Identification Badges  
Postage  
Crime Lab Services  
Car Washes  
Interpretation/Translation Services

3) Animal Control:

St. Anthony would be okay with pulling Animal Control out of the contract. If it were removed, it would be understood that each City would be responsible for Contracting and paying for their services.

City Manager

Michael J. Morrison



Sincerely,

In addition, we have changed language on the Joint Advisory Committee to meet once per year, changed the Termination Agreement so it is consistent with both cities and attached a budget that breaks down wages and benefits. Also, dispatch expenditures will be paid for by each city. We have attached a copy of the proposed budget for Lauderdale. If you have any questions, please contact me at 612-782-3311 or email at mmorison@ci.saint-anthony.mn.us

2009	Proposed	Proposed	Proposed
Contract	2010	2011	2012
\$578,250	\$586,100	\$606,700	\$630,900

The proposed increase listed below is contingent on a favorable approval of the St. Anthony City Council. The St. Anthony City Council will schedule approval after Lauderdale approves the contract. Here is a current summary of the cost for services:

- ✓ Health insurance premiums increased 16% and each year continues to rise at double-digit levels.
- ✓ Increasing costs of maintenance (labor, tires, parts & etc.).
- ✓ Fuel costs volatility.
- ✓ FERA (Employer pension contributions were increased by the State).

The proposed increase is necessary to offset increased costs in the following areas:

Enclosed is the Contract Agreement for police services for 2010, 2011 and 2012 between the City of Lauderdale and City of St. Anthony. The increases for each contract year are 1.36% in 2010, 3.5% in 2011, and 4% in 2012. In 2010, the City removed \$11,000 for dispatching services. This will be paid to Ramsey County by each city. If you include the \$11,000 reduction to the contract, the 2010 increase is 3.25%

Dear Heather:

Heather Butkowski  
 City of Lauderdale  
 1891 Walnut Street  
 Lauderdale, Minnesota 55113

March 2, 2009



CONTRACT AGREEMENT  
FOR POLICE SERVICES

This Agreement is made and entered into as of \_\_\_\_\_, 2009 between the CITY OF ST. ANTHONY, a municipal corporation under the laws of the State of Minnesota ("St. Anthony") and the CITY OF LAUDERDALE, a municipal corporation under the laws of the State of Minnesota ("Lauderdale"). The services to be performed under this Agreement will commence January 1, 2010.

I. PURPOSE

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

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

II. INTERPRETATION

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

III. SERVICES

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

IV. LEVEL OF SERVICES

During the term of this Agreement, St. Anthony will provide to Lauderdale the same police service extended to persons and property within St. Anthony, which will include, but be limited to, the following:

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

- Dispatching Costs
- D. Dispatching services are to be paid directly by the municipality served by Ramsey County Dispatch.
  - E. Enforcement of all ordinances of Lauderdale which are intended to be enforced by police officers, with special attention being given to parking, winter and nuisance ordinances;
  - F. Ticketing for traffic violations will be done routinely during normal shifts;
  - G. Crime prevention programs that encourage community involvement and investment in the City of Lauderdale, including participation in the Mayor's Commission, Family Violence Network, Neighborhood Watch Programs, "McGruff Houses," and "Combat Auto Theft" programs; in appropriate cases, referrals will be made to the Northwest Youth and Family Services Youth Diversion Program;
  - H. Criminal investigations.
  - I. Reports on police services and activities, including weekly, monthly and annual police reports;
  - J. Responses to medical emergencies, fires and other emergencies; responses shall include, where appropriate, securing the scene for fire/rescue personnel, accompanying fire/rescue personnel to the hospital upon request of such personnel, and providing follow-up information to fire/rescue personnel upon request of such personnel;
  - K. Officers will be available at Lauderdale City Hall to answer questions from, and provide information regarding police activities to, Lauderdale residents, business owners and staff on an as-needed basis;
  - L. License inspections, background investigations and license enforcement services as called for under applicable state law or city ordinances;
  - M. Review and comment, upon request, of proposed Lauderdale ordinances affecting police services or enforcement;
  - N. Follow-up on reported crimes with the person(s) who reported the crime, including routine notification by telephone or mail as to the status of the investigation; and
  - O. Special event traffic patrol services.
- PAYMENT FOR SERVICES
- V. This Agreement will be effective January 1, 2010, and will continue until December 31, 2012. In consideration of the services to be provided under this Agreement, Lauderdale will pay St. Anthony an annual fee of \$586,100 for the year 2010, \$606,700 for the 2011, and an annual fee of \$630,900 for 2012 for the police service under this Agreement. This Agreement will be effective January 1, 2010, and will continue indefinitely unless canceled in accordance with the procedure outlined in Section XX of this Agreement. In consideration of services provided for under this Agreement, St. Anthony and Lauderdale shall establish the fee for these services by May 15, 2012.

Officers assigned to duty in Lauderdale will at all times be employees of St. Anthony. All obligations with regard to workers compensation, PERA, withholding tax, insurance and similar personnel and employment

XIII. EMPLOYEES OF ST. ANTHONY

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

XII. HEADQUARTERS

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

XI. COOPERATION AND ASSISTANCE AGREEMENTS

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

X. COMMUNICATIONS, EQUIPMENT AND SUPPLIES

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

IX. JOINT ADVISORY COMMITTEE

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

VIII. ADMINISTRATIVE RESPONSIBILITY

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

VII. LIABILITY

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

VI. METHOD OF PAYMENT

Either St. Anthony or Lauderdale may terminate the Agreement by submitting a written notification to terminate to the City Administrator of Lauderdale and the City Manager of St. Anthony by March 15, of each year. Termination of this Agreement shall be effective on December 31<sup>st</sup> at 11:59 p.m.

#### XXI. TERMINATION OF AGREEMENT

This Agreement will be effective January 1, 2010 and will continue until terminated as described in Paragraph XXI below. In consideration for services provided under this Agreement, St. Anthony and Lauderdale shall establish the fee for police services by May 15, 2012.

#### XX. CONTINUATION OF AGREEMENT

Lauderdale will pay all costs of prosecution for all offenses charged within its boundaries or under its ordinances. LEAA funds and confiscated drug funds will be retained by St. Anthony. Fine revenues will be paid to Lauderdale. P.O.S.T. training funds will be used for officer training.

#### XIX. PROSECUTION AND REVENUES

The St. Anthony Police Chief will regularly communicate with the Lauderdale City Administrator in order to ensure that Lauderdale is knowledgeable about any police activity in the City, and at the request of the Administrator the Police Chief will make presentations to the Lauderdale City Council.

St. Anthony agrees to provide the Lauderdale Administrator with weekly, monthly and annual police reports, in a format as mutually agreed to by the St. Anthony Police Chief and the Lauderdale City Administrator.

#### XVIII. COMMUNICATIONS

All offenses within Lauderdale charged by police officers under this Agreement will be charged in accordance with Lauderdale ordinances when possible; otherwise, the charge will be made in accordance with the laws of the State of Minnesota or the laws of the United States of America.

#### XVII. OFFENSES

The officers assigned duty within Lauderdale will be provided with authority to enforce the laws of the City of Lauderdale by proper action to be taken by the Lauderdale City Council, and while performing services under this Agreement will be considered police officers of Lauderdale. The Chief of Police of St. Anthony will furnish to the Lauderdale City Administrator the names of all St. Anthony police officers assigned to Lauderdale and all such officers will be appointed officers of the City of Lauderdale.

#### XVI. OFFICERS OF LAUDERDALE

St. Anthony officers assigned to duty within Lauderdale will enforce Lauderdale ordinances to the extent appropriate for enforcement by police officers.

#### XV. ENFORCEMENT OF ORDINANCES OF THE CITY OF LAUDERDALE

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

#### XIV. ENFORCEMENT POLICIES

matters will be the obligation of St. Anthony. Lauderdale will not be required to furnish any fringe benefits or assume any other liability of employment to any officer assigned to duty within Lauderdale.

XXII. REVIEW OF AGREEMENT

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

XXIII. ASSIGNMENT

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

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

CITY OF ST. ANTHONY

CITY OF LAUDERDALE

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

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

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_  
City Administrator

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

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



### 3-Year Contract

2009 Contract = \$578,250

### Summary of Lauderdale Budget For Fiscal Year 2010, 2011 & 2012

Total Revenues from Contracts	\$586,100.00	\$606,700.00	\$630,900.00
	1.36%	3.5%	4%

Revenues: - Lauderdale

General Fund	\$586,100.00	\$606,700.00	\$630,900.00
TOTAL	\$586,100.00	\$606,700.00	\$630,900.00

Personal Services	\$368,100.00	\$380,720.00	\$395,580.00
Salaries	\$368,100.00	\$380,720.00	\$395,580.00
101-41100-110			
Overtime Salaries	\$5,980.00	\$6,200.00	\$6,500.00
101-41100-111			
Overtime Court	\$48,800.00	\$50,500.00	\$52,500.00
101-41100-115			
Employers Contribution/Pension	\$41,800.00	\$43,200.00	\$44,900.00
101-41100-114			
Employers Contribution/Insurance	\$2,400.00	\$2,500.00	\$2,600.00
101-41100-117			
Total Personal Services	\$467,080.00	\$483,120.00	\$502,080.00

Supplies	\$10,200.00	\$10,600.00	\$11,000.00
General Supplies	\$10,200.00	\$10,600.00	\$11,000.00
101-41100-226			

Other Services & Charges	\$5,300.00	\$5,500.00	\$5,700.00
Other Services	\$5,300.00	\$5,500.00	\$5,700.00
101-41100-321			
Communications	\$7,400.00	\$7,800.00	\$8,200.00
101-41100-331			
Care & Support/Booking Fees	\$5,600.00	\$5,800.00	\$6,200.00
101-41100-333			
Printing & Publishing	\$2,800.00	\$2,900.00	\$3,100.00
101-41100-334			
Maintenance & Repair	\$1,600.00	\$1,700.00	\$1,800.00
101-41100-339			
Travel/School/Conference	\$2,800.00	\$2,900.00	\$3,100.00
101-41100-341			
Subscriptions/Membership	\$1,040.00	\$1,080.00	\$1,120.00
101-41100-342			
Total Other Services & Charges	\$26,540.00	\$27,680.00	\$29,220.00

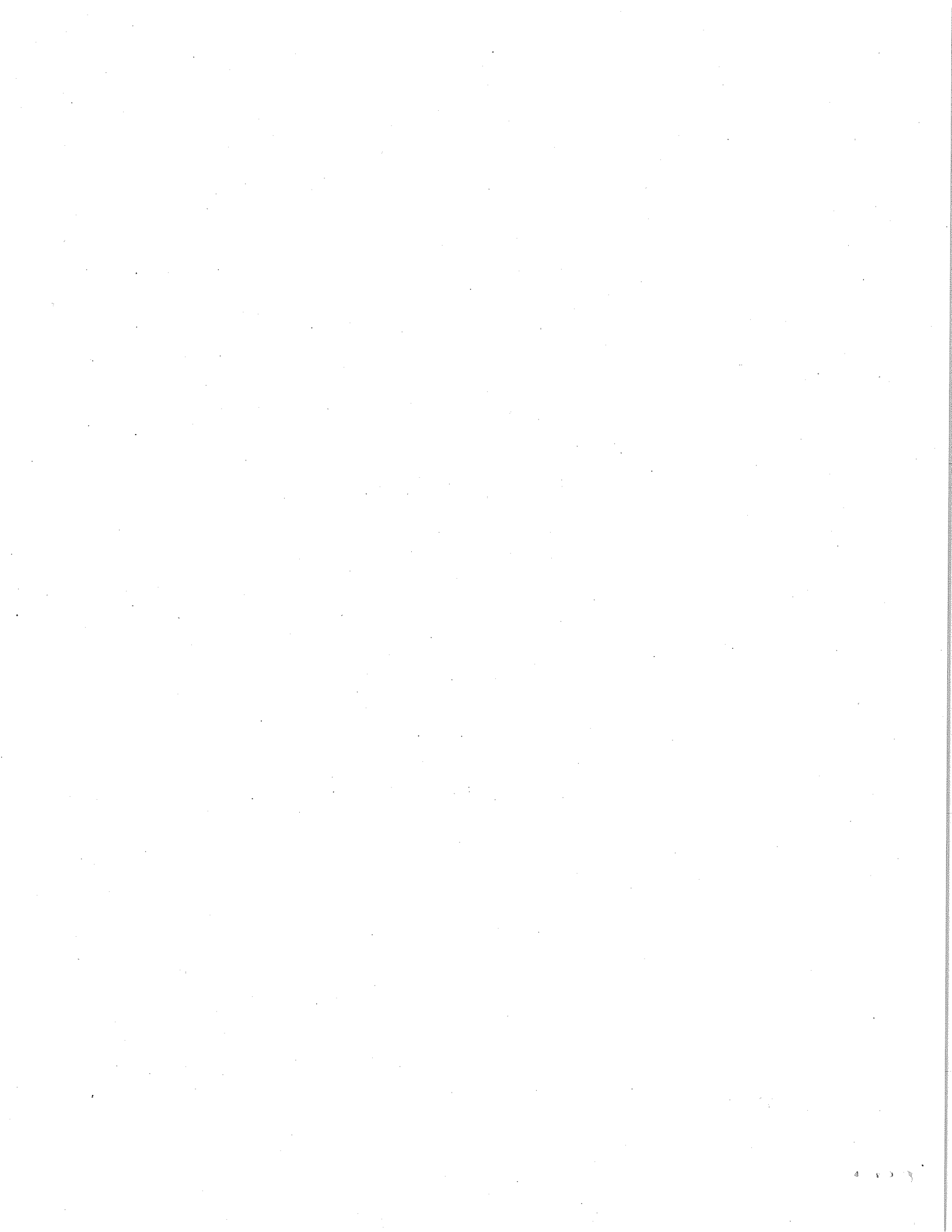
TOTAL POLICE BUDGET

Other Budget Line Items	\$11,200.00	\$11,600.00	\$12,100.00
Workers Compensation	\$11,200.00	\$11,600.00	\$12,100.00
101-40510-335			
Animal Control	\$1,700.00	\$1,800.00	\$1,900.00
101-41900-320			
Public Works/Fuels & Lubricants	\$12,980.00	\$13,400.00	\$14,000.00
101-42200-222			
Public Works/Maintenance & Repair	\$26,000.00	\$27,000.00	\$28,000.00
101-42200-339			
Squad Car/Capital Equipment	\$20,100.00	\$20,800.00	\$21,500.00
401-47200-453			
Contingency For Unanticipated/Emergency Expenditures	\$586,100.00	\$606,700.00	\$630,900.00
101-50000-349			

Ramsey County Dispatch Services  
Paid Directly by Lauderdale

Dollar Increase	\$7,850.00	\$20,600.00	\$24,200.00
	1.36%	3.50%	4.00%

2009 Budget	\$578,250.00		
3.25% Increase	\$18,850.00		
Less:			
Ramsey Dispatch	(\$11,000.00)		
2010 Budget	\$586,100.00		
			1.36%



**COUNCIL ACTION:**

**STAFF RECOMMENDATION:**  
 1) Direct staff to negotiate with Ms. Matheny to draft a purchase agreement suitable to both parties.

**OPTIONS:**  
 1) Direct staff on how to proceed.  
 2) Do nothing.

The council will need to decide what costs Ms. Matheny should be responsible for and what the purchase price should be. Then staff can bring that information to Ms. Matheny and try to negotiate a deal. Ramsey County estimates the 2009 market value at \$6,500. However, I found out this assumes a building value of \$5,000. Thus, the estimated land value is \$1,500 per Ramsey County.

**DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:**  
 Fees Already Incurred Related to Matheny Request: \$914.75  
 January Fees - \$142.25  
 February Fees - \$297.50  
 Title Work - \$475.00  
 Additional Fees Related to Matheny Request: Estimated by city attorney at \$1,000  
 Draft Purchase Agreement  
 Draft Closing Documents  
 Deeds  
 Affidavits  
 Kennedy and Graven to Perform Closing and Record Documents  
 Additional Buyer Fees: Price Unknown  
 Other Recording Costs  
 Other Closing Costs  
 Title Insurance - Purchased From Title Company  
 Sale Price for the Land  
 Lot Combination Costs

LAUDERDALE COUNCIL	ACTION REQUESTED
MEETING DATE March 24, 2009	Consent _____
ITEM NUMBER Resident Request for City Property	Public Hearing _____
STAFF INITIAL Jim	Report _____
APPROVED BY ADMINISTRATOR _____	Discussion/Action _____
	Resolution _____
	Work session <input checked="" type="checkbox"/>

# Tax & Property Look Up Information - Quick Info

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<b>Quick Info</b>	<b>Property Identification Number</b> 17.29.23.23.0045 <b>(PIN)</b>
<b>Property Information</b>	<b>Property Address</b> Walnut St Lauderdale 5513
<b>Taxpayer Name and Address</b>	<b>Assessment Date</b> 01-02-2007
<b>Value Information</b>	<b>Tax Payable Year</b>
<b>Value History</b>	<b>Total Estimated Market Value</b> \$6,500
<b>Structure Description</b>	<b>Total Taxable Market Value</b> \$6,500
<b>Sale Information</b>	<b>Total Estimated Building Value</b> \$1,500
<b>Special Assessments</b>	<b>Total Property Tax + Special Assessments</b> \$5,000
<b>Property Tax Payment Information</b>	<b>See Tax Statement</b> Exempt
<b>Property Tax Payment History</b>	<b>Property Class Description</b> Exempt
<b>2008 Property Tax Statement/Value Notice</b>	<b>Year Built</b> 1965
<b>2007 Property Tax Statement/Value Notice</b>	<b># of Stories</b> 1.00
<b>2006 Property Tax Statement/Value Notice</b>	<b>Finished SQ Feet</b> 48
<b>2005 Property Tax Statement/Value Notice</b>	<b>Foundation Size</b>
<b>Payment Stub</b>	<b>The Plat or Section / Township / Range and Legal Description</b> listed below may be an abbreviated legal description - Do not use to prepare legal documents
<b>Truth in Taxation Statement</b>	<b>Plat or Section / Township / Range</b> Lauderdale's East Side, additi
<b>Minnesota State Form M1PR</b>	<b>Legal Description</b> E 20 Ft Of Lot 30 Bk 2
	<b>To determine whether your property is Abstract or Torrens, call (651)266-2000</b>
	<b>Most Recent Qualified Sale</b>
	<b>Most Recent Qualified Price</b>



## Important Appeal Information

If you disagree with the Property Classification (line 24) or the Estimated Market Value (line 17) of your January 2, 2008 / payable 2009 assessment, please attend an open book meeting to discuss your concerns. Often your questions can be addressed informally at this level. The meeting time and location is indicated on the front of this statement. If you are unable to attend the open book meeting as scheduled, please contact the Assessor's office at 651-266-2000 prior to March 28<sup>th</sup>, 2008 to discuss your concerns.

Please bring any documentation supporting your claim of overvaluation or erroneous classification with you to the Open Book Meeting. An interior review of your property will be required prior to any value adjustment. Based on the documentation you bring and our personal review of your property, we may be able to adjust the valuation or classification of your property without further appeals.

If we cannot resolve your questions or concerns, you have two additional appeal options:

### Option 1: County Board of Appeal and Equalization

Step 1 - You may request a formal review by the County Assessor by completing a County Board of Appeal and Equalization form, which can be obtained from our office. Appeal forms must be postmarked by May 9, 2008. Your appeal will be reviewed and you will be notified by mail of the result.

Step 2 - If you still are not satisfied with the Assessor's response to your appeal, you may appear before the County Board of Appeal and Equalization in person, by letter, or through a representative authorized by you. You must call 651.266.2131 in advance to get on the Board agenda. All appearances will be by appointment only. The 2008 County Board of Appeal and Equalization will meet at either the Roseville Skating Center, Fireside Room or the Ramsey County Property Records and Revenue Building at 90 W Plato. The Board will convene June 16, 2008 and conclude on or before June 27, 2008. The meeting times will be from 8:30 a.m. to 5:00 p.m.

### Option 2: Minnesota Tax Court

You have until April 30, 2008, to file an appeal with the Minnesota Tax Court for the 2007 payable 2008 valuation. An appeal of the 2008 payable 2009 valuation must be filed prior to May 1, 2009.

### Small Claims Division

You may take your case directly to the Small Claims Division of Tax Court if:

- The assessor's estimated market value of your property is less than \$300,000; or
- The entire parcel is classified as a residential homestead and the parcel contains no more than one dwelling unit; or
- You are appealing the denial of the homestead classification

### Regular Division

Regardless of your property type or the nature of your claim, you always have the option to file directly with the Regular Division of Tax Court. For more information, contact:

Minnesota Tax Court  
25 Ray, Dr. Martin Luther King Jr. Blvd, Room 245  
St. Paul, MN 55115  
Phone: 651.296.2806  
www.taxcourt.state.mn.us

**NOTICE FOR PETITIONERS WITH INCOME PRODUCING PROPERTY**  
Failure to provide income and expense information, including income and expense figures, anticipated income and expenses, and verified net rentable areas for income-producing properties to the County Assessor within 60 days of the applicable filing deadline may lead to dismissal of your appeal.  
Minn. Stat. § 278.05 Subd. 6

## Definitions

Line 17: Estimated Market Value - The assessor estimates the value for which your property would likely sell on the open market as of January 2 of the assessment year.

Line 18: Limited Market Value - Limits how much the taxable value of certain properties can increase, with the exception of new improvements. The value is limited to the greater of: a) 15% increase over last year's limited value or, b) 50% of the difference between this year's estimated value and last year's limited value. This only applies to agricultural, residential, timberland, or noncommercial seasonal recreational residential (cabins) property.

Line 19: Value of New Improvements - The assessor estimates the value of new or previously unassessed improvements which you have made to your property. These improvements are not eligible for limited market value.

Line 20: Green Acres Value - Only applies to agricultural property that is facing increasing values due to development pressures not related to the agricultural value of the land. The assessor arrives at this lower value by looking at what comparable agricultural land is selling for in areas where there is not development pressure. The taxes on the higher value are deferred until the property is sold or no longer qualifies for the program.

Line 21: Plat Deferment - For land that has been recently platted (divided into individual lots) but not yet improved with a structure, the increased market value due to platting is added over a phase-in period. If construction begins before the expiration of the phase-in period, the lot will be assessed at full market value in the next assessment.

Line 22: This Old House Exclusion - This program expired with the 2003 assessment. However, property may still be receiving the value exclusion under this program. Applied only to homestead property 45 years of age or older and valued at less than \$400,000. Improvements that increased the estimated market value by \$5,000 or more were eligible to have some of the value deferred for a maximum of 10 years. After this time, the deferred value is phased in.

Line 23: Taxable Market Value - This is the value that your property taxes are actually based on, after all reductions, limitations, exemptions and deferrals. Your 2007 value, along with the class rate and the budgets of your local government, will determine how much you will pay in taxes in 2008.

Line 24: Property Classification - The statutory classification that has been assigned to your property based upon your use of the property. A change in classification of your property can have a significant impact on the amount of your property tax. Please compare the 2007 and 2008 classifications listed on the other side of this statement.

Assessors Revaluation Requirement  
Minnesota Statute 273.01 requires that your assessor view your property at least once every five years. This review is part of an ongoing revaluation program to ensure the accuracy of our data and to assist us in estimating a fair and equitable assessment of your property for property tax purposes. County appraisers will visit approximately 32,000 parcels again this year. We do not mail advance notice of these inspections. Appraisals staff carry County Identification and will request permission to view the interior and exterior of your property. If you are not home we will complete an exterior inspection and a notice will be left on your front door notifying you of our visit with any further instructions such as the need for an interior review or verification of information.

If you have questions or comments, please call 651-266-2131 weekdays 8 a.m. - 4:30 p.m.