

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:30 P.M. TUESDAY, AUGUST 18, 2020**

Due to the coronavirus, the city council will hold meetings remotely until the City Council rescinds the emergency declaration. The public may monitor the meeting on Lauderdale's public access channel 16 for cable subscribers or online at <https://www.ctvnorthsuburbs.org/your-city/lauderdale/>. To make public comment during the meeting, use <https://us02web.zoom.us/j/85266129190?pwd=Z1dxaW1pVU5TVlJpeXZlNmUvalFWQT09> with Password: 352808 or call 1-301-715-8592 with webinar ID: 852 6612 9190.

The City Council is meeting as a legislative body to conduct the business of the City according to Robert's Rules of Order and the Standing Rules of Order and Business of the City Council. Unless so ordered by the Mayor, citizen participation is limited to the times indicated and always within the prescribed rules of conduct for public input at meetings.

1. **CALL TO ORDER THE LAUDERDALE CITY COUNCIL MEETING**
2. **ROLL CALL**
3. **APPROVALS**
  - a. Agenda
  - b. Minutes of the July 28, 2020 City Council Meeting
  - c. Claims Totaling \$120,333.78
4. **CONSENT**
  - a. July Financial Report
  - b. Adoption of the 2021-2025 Ramsey County GIS Users Group Joint Powers Agreement
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. CTV Update and Proposed Changes to Joint Powers Agreement by Dana Healy
  - b. City Council Updates
7. **PUBLIC HEARINGS**

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

8. **DISCUSSION / ACTION ITEM**
  - a. Draft Fence Ordinance Revisions
  - b. Request for a Fence in the Right-of-Way at 2445 Summer Street – Resolution No. 081820A

**9. ITEMS REMOVED FROM THE CONSENT AGENDA**

**10. ADDITIONAL ITEMS**

**11. SET AGENDA FOR NEXT MEETING**

- a. Storm Water Project Agreements
- b. 2021 Budget and Levy
- c. Halloween Ideas

**12. WORK SESSION**

- a. Coronavirus Impacts Update
- b. Community Development Update
- c. Opportunity for the Public to Address the City Council

Any member of the public may speak at this time on any item not on the agenda. In consideration for the public attending the meeting, this portion of the meeting will be limited to fifteen (15) minutes. Individuals are requested to limit their comments to four (4) minutes or less. If the majority of the Council determines that additional time on a specific issue is warranted, then discussion on that issue shall be continued at the end of the agenda. Before addressing the City Council, members of the public are asked to step up to the microphone, give their name, address, and state the subject to be discussed. All remarks shall be addressed to the Council as a whole and not to any member thereof. No person other than members of the Council and the person having the floor shall be permitted to enter any discussion without permission of the presiding officer.

Your participation, as prescribed by the Robert's Rules of Order and the standing rules of order and business of the City Council, is welcomed and your cooperation is greatly appreciated.

**13. ADJOURNMENT**

LAUDERDALE CITY COUNCIL  
MEETING MINUTES  
HELD REMOTELY VIA TELECONFERENCE

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July 28, 2020

**Call to Order**

Mayor Pro Tem Dains called the Regular City Council meeting to order at 7:31 p.m.

**Roll Call**

Councilors present: Andi Moffatt, Roxanne Grove, Kelly Dolphin, and Mayor Pro Tem Jeff Dains.

Councilor absent: Mayor Mary Gaasch.

Staff present: Heather Butkowski, City Administrator; Jim Bownik, Assistant to the City Administrator; and Miles Cline, Deputy City Clerk.

**Approvals**

Mayor Pro Tem Dains said Councilor Moffatt would be facilitating the meeting. Councilor Moffatt asked if there were any additions to the meeting agenda. Mayor Pro Tem Dains stated that he would like to add a discussion about evictions to the work session. There being nothing else, Councilor Grove moved and seconded by Mayor Pro Tem Dains to approve the agenda. Motion carried unanimously on a roll call vote.

Councilor Moffatt asked if there were any corrections to the minutes of the July 14, 2020 city council meeting. There being none, Councilor Dolphin moved and seconded by Mayor Pro Tem Dains to approve the minutes of the July 14, 2020 city council meeting. Motion carried unanimously on a roll call vote.

Councilor Moffatt asked if there were any questions on the claims. There being none, Councilor Dolphin moved and seconded by Mayor Pro Tem Dains to approve the claims totaling \$21,365.09. Motion carried unanimously on a roll call vote.

**Consent**

Councilor Dolphin moved and seconded by Councilor Grove to approve the Consent Agenda thereby acknowledging the second quarter investment report and approving the decision to not waiver tort liability limits during the upcoming insurance renewal.

**Informational Presentations/Reports**

A. City Council Updates

Mayor Pro Tem Dains stated that the Metropolitan Council Transportation and Accessibility Committee was conducting public hearings for their transportation policy plans. He directed residents to the Met Council website if they wanted to make comments.

**Discussion/Action Item**

A. 2021 Budget and Levy

Administrator Butkowski reviewed the first draft of the general fund budget for 2021. The numbers were preliminary as LGA and fiscal disparities amounts haven't been released.

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MEETING MINUTES  
HELD REMOTELY VIA TELECONFERENCE

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July 28, 2020

**B. August City Council Meeting Dates.**

At the beginning of the year, we knew the primary election would conflict with the first regularly scheduled meeting in August. When setting the annual meeting schedule, August 18 was selected as the alternate date. The Council confirmed that this date worked as a replacement.

Mayor Pro Tem Dains added that he would like to schedule a meeting led by the St. Anthony Police Department regarding recent changes to policing and reforms.

**Set Agenda for Next Meeting**

Administrator Butkowski stated that the August 18 council meeting may include a CTV update of the proposed changes to the joint powers agreement by Dana Healy, fence ordinance draft revisions, a request for a fence in the right-of-way at 2445 Summer Street, and storm water project agreements.

**Work Session**

**A. Coronavirus Impacts Update and B. Community Development Update**

Butkowski mentioned that the filing period for city council and mayor began today.

Staff was looking for feedback on the possibility of having a mobile blood drive. The drive was originally scheduled for April. The Council said a written plan would need to be prepared and reviewed by the Council before allowing groups to use City Hall.

The City participated with the St. Paul Chamber of Commerce to distribute masks to Ramsey County businesses. Staff contacted our business community and distributed to those in need.

This summer, the City will remove about two dozen diseased ash trees from public property. About half are boulevard trees. The adjacent property owners were notified by letter.

Lauderdale received ~\$181,000 in Coronavirus Relief Funds as reimbursement for unanticipated coronavirus costs. Unspent funds must be donated to Regions Hospital or another hospital in Ramsey County.

Staff had no updates from the governor on evictions in Minnesota.

Butkowski stated that Luther Seminary was working on their project and met with staff.

Real Estate Equities scheduled a meeting with Butkowski and Jennifer Haskamp to discuss their land use application and plans to close on the purchase of 1795 Eustis Street in late January.

The Council discussed the archery range and directed staff to check on options to improve safety.



LAUDERDALE CITY COUNCIL  
MEETING MINUTES  
HELD REMOTELY VIA TELECONFERENCE

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July 28, 2020

4-H asked to reserve the park shelter in lieu of the Social Room which remains closed to reservations. The Council reiterated that they do not want to take reservations for the park shelter due to congregation concerns.

C. Opportunity for the Public to Address the City Council

Councilor Moffatt opened up the floor to anyone in attendance interested in addressing the Council.

Melissa Walker, 1895 Pleasant Street, asked that the City send a message to the community about its intentions for the dog park.

Dave Borgman, Roseville resident, stated that the Council was using the excuse of social distancing to keep the dog park closed while other park features were opened.

There being no additional people interested in speaking, Councilor Moffatt closed the floor.

**Adjournment**

Mayor Pro Tem Dains moved and seconded by Councilor Dolphin to adjourn the meeting at 8:53 p.m. Motion carried unanimously on a roll call vote.

Respectfully submitted,



Miles Cline  
Deputy City Clerk



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

### **Request for Council Action**

**To:** Mayor and City Council  
**From:** City Administrator  
**Meeting Date:** August 18, 2020  
**Subject:** List of Claims

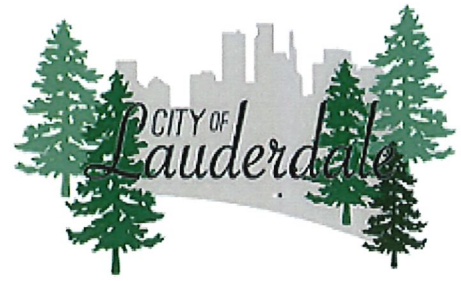
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The claims totaling \$120,333.78 are provided for City Council review and approval that includes check numbers 27002 to 27049.

# Accounts Payable

## Checks by Date - Detail by Check Date

User: MILES.CLINE  
 Printed: 8/14/2020 9:48 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	43	Public Employees Retirement Association	08/07/2020	
		PR Batch 51600.08.2020 PERA Coordinated	PR Batch 51600.08.2020 PER	1,014.66
		PR Batch 51600.08.2020 PERA Coordinated	PR Batch 51600.08.2020 PER	1,170.76
Total for this ACH Check for Vendor 43:				2,185.42
ACH	44	Minnesota Department of Revenue	08/07/2020	
		PR Batch 51600.08.2020 State Income Tax	PR Batch 51600.08.2020 Stat	648.76
Total for this ACH Check for Vendor 44:				648.76
ACH	45	ICMA Retirement Corporation	08/07/2020	
		PR Batch 51600.08.2020 Deferred Comp	PR Batch 51600.08.2020 Defi	1,075.99
		PR Batch 51600.08.2020 Deferred Comp	PR Batch 51600.08.2020 Defi	1,658.68
Total for this ACH Check for Vendor 45:				2,734.67
ACH	46	Internal Revenue Service	08/07/2020	
		PR Batch 51600.08.2020 Federal Income Tax	PR Batch 51600.08.2020 Fed	1,680.45
		PR Batch 51600.08.2020 FICA Employee Portio	PR Batch 51600.08.2020 FIC.	1,051.63
		PR Batch 51600.08.2020 Medicare Employer Po	PR Batch 51600.08.2020 Mec	245.93
		PR Batch 51600.08.2020 FICA Employer Portio	PR Batch 51600.08.2020 FIC.	1,051.63
		PR Batch 51600.08.2020 Medicare Employee Pc	PR Batch 51600.08.2020 Mec	245.93
Total for this ACH Check for Vendor 46:				4,275.57
ACH	47	Public Employees Insurance Program	08/07/2020	
		PR Batch 51600.08.2020 Health Insurance	PR Batch 51600.08.2020 Hea	2,212.80
		PR Batch 51600.08.2020 Dental	PR Batch 51600.08.2020 Den	116.10
Total for this ACH Check for Vendor 47:				2,328.90
Total for 8/7/2020:				12,173.32
27002	13 8030	8th Day Landscaping LLC Line Trimming at Parks	08/18/2020	
Total for Check Number 27002:				660.00
27003	20 433461 433461 433461	Abdo Eick & Meyers LLP 2020 Audit Prep 2020 Audit Prep 2020 Audit Prep	08/18/2020	
Total for Check Number 27003:				1,000.00
27004	221 082020	Edith Affeldt Election Judge	08/18/2020	
Total for Check Number 27004:				221.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 27004:	221.88
27005	295 082020	Subramanyam Bhadriraju Rental Inspection Refund	08/18/2020	40.00
			Total for Check Number 27005:	40.00
27006	116 082020	Wally Borner Election Judge	08/18/2020	225.00
			Total for Check Number 27006:	225.00
27007	56 082020	James Bownik Pens for Election	08/18/2020	53.46
			Total for Check Number 27007:	53.46
27008	203 082020	David Carlson Rental Inspection Refund - 2 Properties	08/18/2020	80.00
			Total for Check Number 27008:	80.00
27009	187 082020	Gene Christianson Rental Inspection Refund	08/18/2020	40.00
			Total for Check Number 27009:	40.00
27010	184 4056970669 4057590049	Cintas August Uniforms August Uniforms	08/18/2020	11.03 11.03
			Total for Check Number 27010:	22.06
27011	36 0229268	City of Roseville August IT Services	08/18/2020	1,488.00
			Total for Check Number 27011:	1,488.00
27012	29 3960	City of St Anthony August Police Services	08/18/2020	62,255.92
			Total for Check Number 27012:	62,255.92
27013	272 1353039	Corporate Four Insurance Agency 2020 Agent Fee	08/18/2020	1,200.00
			Total for Check Number 27013:	1,200.00
27014	25 EMCOM-008649 EMCOM-008664 EMCOM-008681	County of Ramsey July Fleet Support July 911 Dispatch Services July CAD Services	08/18/2020	6.24 1,060.57 205.40
			Total for Check Number 27014:	1,272.21
27015	119 082020	Karen Doherty Election Judge	08/18/2020	257.50
			Total for Check Number 27015:	257.50
27016	296 082020	Ernest Dopp Rental Inspection Refund	08/18/2020	40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 27016:	40.00
27017	206 082020	Stephen Fluin Rental Inspection Refund	08/18/2020	40.00
			Total for Check Number 27017:	40.00
27018	61 0070528	Gopher State One Call July 2020 Locates	08/18/2020	22.95
			Total for Check Number 27018:	22.95
27019	120 082020	Judith Hayes Election Judge	08/18/2020	137.50
			Total for Check Number 27019:	137.50
27020	286 082020	Joe Sax's Lawn Service July Mowing of Park Hill	08/18/2020	200.00
			Total for Check Number 27020:	200.00
27021	304 082020	Trace Johnson Election Judge	08/18/2020	115.63
			Total for Check Number 27021:	115.63
27022	31 156094	Kennedy & Graven Chartered June Legal Services	08/18/2020	3,698.75
			Total for Check Number 27022:	3,698.75
27023	300 082020	Kathryne Kuhns Election Judge	08/18/2020	56.25
			Total for Check Number 27023:	56.25
27024	185 081820 081820 081820	Lauderdale Certified Auto Repair Inc July Fuel July Fuel July Fuel	08/18/2020	56.61 264.21 56.61
			Total for Check Number 27024:	377.43
27025	78 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 2019-2020 6026	League of Minnesota Cities Insurance Trust 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance 2020-2021 Work Comp Insurance Equipment Injury Insurance Deductible	08/18/2020	104.20 3,639.43 2,042.98 2,936.03 43.87 1,688.30 1,165.61 154.37 60.09 141.15 1,201.97 500.00
			Total for Check Number 27025:	13,678.00
27026	301	Tyler McLeod	08/18/2020	



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	082020	Election Judge		128.13
			Total for Check Number 27026:	128.13
27027	24 0001112869	Metropolitan Council September Waste Water	08/18/2020	13,140.88
			Total for Check Number 27027:	13,140.88
27028	122 082020	Tony Mieloch Election Judge	08/18/2020	225.00
			Total for Check Number 27028:	225.00
27029	96 082020	Minnesota Secretary of State Notary Renewal - MC	08/18/2020	120.00
			Total for Check Number 27029:	120.00
27030	291 2020-07	MKC Inc Davis-Bacon Consulting Services	08/18/2020	162.50
			Total for Check Number 27030:	162.50
27031	297 170160	National League of Cities Constituency Group Virtual Summit - MG	08/18/2020	50.00
			Total for Check Number 27031:	50.00
27032	84 082020 082020 082020	North Star Bank Cardmember Services Metal Detector Face Shields Pioneer Press	08/18/2020	579.99 72.93 10.00
			Total for Check Number 27032:	662.92
27033	10 0000976611	On Site Sanitation Inc 08/08/2020 - 09/04/2020 Park Portable Restroom	08/18/2020	235.44
			Total for Check Number 27033:	235.44
27034	37 I015767	Park Service Inc Truck Repairs	08/18/2020	671.92
			Total for Check Number 27034:	671.92
27035	5 619861-07-20	Premium Waters Inc July Water Bottles	08/18/2020	15.48
			Total for Check Number 27035:	15.48
27036	275 082020	Lynn Richason Election Judge	08/18/2020	137.50
			Total for Check Number 27036:	137.50
27037	80 000741	Sam's Club Motor Oil	08/18/2020	79.40
			Total for Check Number 27037:	79.40
27038	302 082020	Judy Sheldon Election Judge	08/18/2020	125.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 27038:	125.00
27039	298 082020	Dan Sibinski Rental Inspection Refund	08/18/2020	40.00
			Total for Check Number 27039:	40.00
27040	135 0720572525	St Paul Pioneer Press Publish Election Notices	08/18/2020	92.45
			Total for Check Number 27040:	92.45
27041	81 082020 082020 082020	St Paul Regional Water Service 1885 Fulham St 1915 Walnut St 1891 Walnut St	08/18/2020	47.89 82.11 57.68
			Total for Check Number 27041:	187.68
27042	129 082020	Jennifer Syverson Election Judge	08/18/2020	112.50
			Total for Check Number 27042:	112.50
27043	4 19058 19058	The Neighborhood Recycling Company Inc July Multi-Family Recycling Unit July Single Unit Dwelling	08/18/2020	397.44 2,862.72
			Total for Check Number 27043:	3,260.16
27044	3 420230013	US National Equipment Finance Inc Copier Contract	08/18/2020	176.00
			Total for Check Number 27044:	176.00
27045	90 9859796623 9859796623 9859796623	Verizon Wireless July Cell Phone July Cell Phone July Cell Phone	08/18/2020	32.89 16.45 16.45
			Total for Check Number 27045:	65.79
27046	7 8626761-0500-3	Waste Management Inc August Public Works	08/18/2020	476.24
			Total for Check Number 27046:	476.24
27047	299 082020	Chad Wojtowick Rental Inspection Refund	08/18/2020	40.00
			Total for Check Number 27047:	40.00
27048	303 082020	Christopher Wrightson Election Judge	08/18/2020	218.75
			Total for Check Number 27048:	218.75
27049	74 694762975 695019693 695070963 695424683	Xcel Energy 2430 Larpenteur Avenue W July Street Lighting Larpenteur Avenue 1917 Walnut Street	08/18/2020	0.15 416.28 25.88 25.00



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	695424683	1885 Fulham Street		25.00
	695424683	1885 Fulham Street		28.65
	695424683	1917 Walnut Street		33.22
Total for Check Number 27049:				554.18
Total for 8/18/2020:				108,160.46
Report Total (53 checks):				120,333.78

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent                      X    
Public Hearing                       
Discussion                           
Action                                 
Resolution                           
Work Session                     

Meeting Date                    August 18, 2020

ITEM NUMBER                   July Financial Report

STAFF INITIAL                             *AB*          

APPROVED BY ADMINISTRATOR

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

Every month, staff provide the Council with an updated copy of the city's finances. Following are the revenue, expense, and cash balance reports for July 2020.

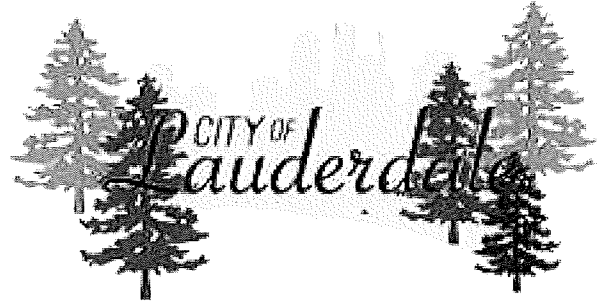
**OPTIONS:**

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council acknowledges the city's financial report for July 2020.

# General Ledger

## Cash Balances

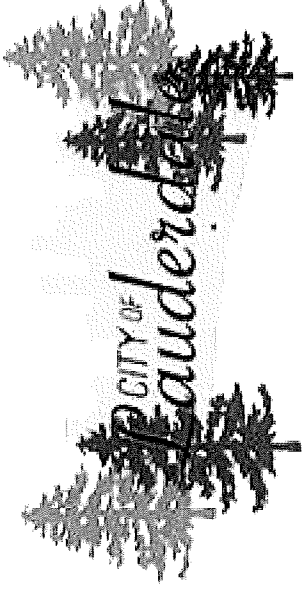


User: heather.butkowski  
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 Period 07 - 07  
 Fiscal Year 2020

Description	Account	Beg Bal	MTD Debit	MTD Credit	Current Balance
Cash	101-00000-000-10100	-2,968,949.79	490,663.57	480,312.67	-2,958,598.89
Change Fund	101-00000-000-10300	100.00	0.00	0.00	100.00
Cash	226-00000-000-10100	13,011.07	4,349.24	2,348.42	15,011.89
Cash	227-00000-000-10100	85,201.91	95.00	5,107.96	80,188.95
Cash	305-00000-000-10100	311.76	0.00	0.00	311.76
Cash	306-00000-000-10100	109,811.64	3,406.31	0.00	113,217.95
Cash	401-00000-000-10100	158,702.41	188.24	0.00	158,890.65
Cash	403-00000-000-10100	546,238.33	600.75	39,751.64	507,087.44
Cash	404-00000-000-10100	362,056.44	429.44	0.00	362,485.88
Cash	414-00000-000-10100	393,148.26	466.32	0.00	393,614.58
Cash	416-00000-000-10100	94,494.02	0.00	0.00	94,494.02
Cash	602-00000-000-10100	1,055,995.85	12,996.99	18,870.98	1,050,121.86
Cash	603-00000-000-10100	422,250.45	7,558.11	4,884.64	424,923.92
<b>Current Assets</b>		<b>272,372.35</b>	<b>520,753.97</b>	<b>551,276.31</b>	<b>241,850.01</b>
Petty Cash	101-00000-000-10200	300.00	0.00	0.00	300.00
<b>Petty Cash</b>		<b>300.00</b>	<b>0.00</b>	<b>0.00</b>	<b>300.00</b>
Investments - Fair Value Adj	101-00000-000-10410	3,361,823.72	354,576.93	0.00	3,716,400.65
<b>Investments</b>		<b>3,361,823.72</b>	<b>354,576.93</b>	<b>0.00</b>	<b>3,716,400.65</b>
<b>Grand Total</b>		<b><u>3,634,496.07</u></b>	<b><u>875,330.90</u></b>	<b><u>551,276.31</u></b>	<b><u>3,958,550.66</u></b>

# General Ledger Revenue vs Expense

User: heather.butkowski  
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 Period 07 - 07  
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% ExpendCollect
<b>101</b>	<b>General Fund</b>					
	<b>Revenue</b>					
	Taxes	845,614.00	194,737.10	454,181.27	391,432.73	53.71
	Licenses and Permits	40,650.00	4,185.00	24,996.80	15,653.20	61.49
	Intergovernmental Revenues	549,070.00	274,335.50	274,335.50	274,734.50	49.96
	Charges for Services	12,350.00	2,107.05	7,257.33	5,092.67	58.76
	Fines and Forfeits	27,000.00	2,075.00	12,488.99	14,511.01	46.26
	Miscellaneous Revenue	10,000.00	1,113.52	5,491.25	4,508.75	54.91
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<b>Revenue</b>	<b>1,484,684.00</b>	<b>478,553.17</b>	<b>778,751.14</b>	<b>705,932.86</b>	<b>52.45</b>
	<b>Expense</b>					
	Personal Services	418,026.00	30,470.53	228,253.37	189,772.63	54.60
	Supplies	17,350.00	3,063.38	11,262.85	6,087.15	64.92
	Other Services and Charges	1,003,308.00	79,628.57	540,402.83	462,905.17	53.86
	Capital Outlay	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Other Uses	<u>46,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>46,000.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>1,484,684.00</b>	<b>113,162.48</b>	<b>779,919.05</b>	<b>704,764.95</b>	<b>52.53</b>
<b>101</b>	<b>General Fund</b>	<b>0.00</b>	<b>365,390.69</b>	<b>-1,167.91</b>	<b>1,167.91</b>	<b>0.00</b>

# General Ledger Revenue vs Expense



User: heather.butkowski  
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 Period 07 - 07  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
226	<b>Communications</b>					
	Revenue					
	Taxes	20,000.00	4,331.46	8,659.47	11,340.53	43.30
	Miscellaneous Revenue	<u>40.00</u>	<u>17.78</u>	<u>94.65</u>	<u>-54.65</u>	<u>236.63</u>
	<b>Revenue</b>	<b>20,040.00</b>	<b>4,349.24</b>	<b>8,754.12</b>	<b>11,285.88</b>	<b>43.68</b>
	<b>Expense</b>					
	Personal Services	9,257.00	721.99	5,361.33	3,895.67	57.92
	Supplies	700.00	0.00	650.00	50.00	92.86
	Other Services and Charges	3,300.00	1,626.43	4,453.57	-1,153.57	134.96
	Capital Outlay	<u>5,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>5,000.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>18,257.00</b>	<b>2,348.42</b>	<b>10,464.90</b>	<b>7,792.10</b>	<b>57.32</b>
226	<b>Communications</b>	<b>1,783.00</b>	<b>2,000.82</b>	<b>-1,710.78</b>	<b>3,493.78</b>	<b>-95.95</b>

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
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 Period 07 - 07  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
227	<b>Recycling Revenue</b>					
	Intergovernmental Revenues	5,900.00	0.00	0.00	5,900.00	0.00
	Miscellaneous Revenue	<u>36,315.00</u>	<u>95.00</u>	<u>20,841.52</u>	<u>15,473.48</u>	<u>57.39</u>
	<b>Revenue</b>	<b>42,215.00</b>	<b>95.00</b>	<b>20,841.52</b>	<b>21,373.48</b>	<b>49.37</b>
	<b>Expense</b>					
	Personal Services	23,830.00	1,847.80	10,523.88	13,306.12	44.16
	Supplies	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	39,122.00	3,260.16	22,758.86	16,363.14	58.17
	Capital Outlay	<u>350.00</u>	<u>0.00</u>	<u>0.00</u>	<u>350.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>63,302.00</b>	<b>5,107.96</b>	<b>33,282.74</b>	<b>30,019.26</b>	<b>52.58</b>
227	<b>Recycling</b>	<b>-21,087.00</b>	<b>-5,012.96</b>	<b>-12,441.22</b>	<b>-8,645.78</b>	<b>59.00</b>

# General Ledger

## Revenue vs Expense

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 Period 07 - 07  
 Fiscal Year 2020



Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
305	GO TIF Revenue Bonds 2018A					
	Revenue					
	Miscellaneous Revenue	500.00	0.00	11.09	488.91	2.22
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	Revenue	500.00	0.00	11.09	488.91	2.22
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	<u>25,253.00</u>	<u>0.00</u>	<u>25,252.50</u>	<u>0.50</u>	<u>100.00</u>
	Expense	25,253.00	0.00	25,727.50	-474.50	101.88
305	GO TIF Revenue Bonds 2018A	-24,753.00	0.00	-25,716.41	963.41	103.89



# General Ledger Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
306	2019A Improvement Bonds					
	Revenue					
	Miscellaneous Revenue	100.00	134.13	681.15	-581.15	681.15
	Other Financing Sources	<u>127,837.00</u>	<u>3,272.18</u>	<u>35,279.85</u>	<u>92,557.15</u>	<u>27.60</u>
	Revenue	<u>127,937.00</u>	<u>3,406.31</u>	<u>35,961.00</u>	<u>91,976.00</u>	<u>28.11</u>
	Expense					
	Other Services and Charges	0.00	0.00	475.00	-475.00	0.00
	Debt Service	<u>23,865.00</u>	<u>0.00</u>	<u>23,864.58</u>	<u>0.42</u>	<u>100.00</u>
	Expense	<u>23,865.00</u>	<u>0.00</u>	<u>24,339.58</u>	<u>-474.58</u>	<u>101.99</u>
306	2019A Improvement Bonds	<u>104,072.00</u>	<u>3,406.31</u>	<u>11,621.42</u>	<u>92,450.58</u>	<u>11.17</u>

# General Ledger Revenue vs Expense



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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
401	<b>General Capital Projects</b>					
	<b>Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	1,500.00	188.24	1,059.96	440.04	70.66
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>1,500.00</b>	<b>188.24</b>	<b>1,059.96</b>	<b>440.04</b>	<b>70.66</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	85,000.00	0.00	0.00	85,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>85,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>85,000.00</b>	<b>0.00</b>
401	<b>General Capital Projects</b>	<b>-83,500.00</b>	<b>188.24</b>	<b>1,059.96</b>	<b>-84,559.96</b>	<b>-1.27</b>

# General Ledger

## Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
403	<b>Street Capital Projects</b>					
	<b>Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	4,000.00	600.75	3,742.13	257.87	93.55
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>4,000.00</b>	<b>600.75</b>	<b>3,742.13</b>	<b>257.87</b>	<b>93.55</b>
	<b>Expense</b>					
	Capital Outlay	0.00	39,751.64	18,595.94	-18,595.94	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>39,751.64</b>	<b>18,595.94</b>	<b>-18,595.94</b>	<b>0.00</b>
403	<b>Street Capital Projects</b>	<b>4,000.00</b>	<b>-39,150.89</b>	<b>-14,853.81</b>	<b>18,853.81</b>	<b>-371.35</b>

# General Ledger Revenue vs Expense



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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
404	<b>Park Capital Projects</b>					
	<b>Revenue</b>					
	Miscellaneous Revenue	4,000.00	429.44	88,544.65	-84,544.65	2,213.62
	Other Financing Sources	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<b>Revenue</b>	<b>4,000.00</b>	<b>429.44</b>	<b>88,544.65</b>	<b>-84,544.65</b>	<b>2,213.62</b>
	<b>Expense</b>					
	Supplies	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	65,000.00	0.00	2,900.00	62,100.00	4.46
	Other Uses	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>65,000.00</b>	<b>0.00</b>	<b>2,900.00</b>	<b>62,100.00</b>	<b>4.46</b>
404	<b>Park Capital Projects</b>	<b>-61,000.00</b>	<b>429.44</b>	<b>85,644.65</b>	<b>-146,644.65</b>	<b>-140.40</b>

# General Ledger

## Revenue vs Expense



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 Period 07 - 07  
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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
405	Roschill Tax Increment					
	Revenue	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
405	Roschill Tax Increment	0.00	0.00	0.00	0.00	0.00

# General Ledger

## Revenue vs Expense



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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
414	<b>Development</b>					
	Revenue					
	Miscellaneous Revenue	4,000.00	466.32	5,112.54	-1,112.54	127.81
	Other Financing Sources	<u>38,000.00</u>	<u>0.00</u>	<u>0.00</u>	<u>38,000.00</u>	<u>0.00</u>
	<b>Revenue</b>	<b>42,000.00</b>	<b>466.32</b>	<b>5,112.54</b>	<b>36,887.46</b>	<b>12.17</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	2,042.66	-2,042.66	0.00
	Other Uses	<u>67,769.00</u>	<u>0.00</u>	<u>0.00</u>	<u>67,769.00</u>	<u>0.00</u>
	<b>Expense</b>	<b>67,769.00</b>	<b>0.00</b>	<b>2,042.66</b>	<b>65,726.34</b>	<b>3.01</b>
414	<b>Development</b>	<b>-25,769.00</b>	<b>466.32</b>	<b>3,069.88</b>	<b>-28,838.88</b>	<b>-11.91</b>

# General Ledger

## Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
415	Housing Redevelopment					
	Revenue					
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Expense</b>					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
415	Housing Redevelopment	0.00	0.00	0.00	0.00	0.00



# General Ledger

## Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
416	TIF District No. 1-2					
	Revenue					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	80.98	-80.98	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>80.98</b>	<b>-80.98</b>	<b>0.00</b>
	Expense					
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
416	TIF District No. 1-2	0.00	0.00	80.98	-80.98	0.00

# General Ledger

## Revenue vs Expense

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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
602	<b>Sanitary Sewer Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	285,916.00	11,871.74	162,516.92	123,399.08	56.84
	Miscellaneous Revenue	16,300.00	1,244.09	6,925.35	9,374.65	42.49
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>302,216.00</b>	<b>13,115.83</b>	<b>169,442.27</b>	<b>132,773.73</b>	<b>56.07</b>
	<b>Expense</b>					
	Personal Services	75,030.00	5,638.30	42,153.08	32,876.92	56.18
	Supplies	800.00	53.25	330.84	469.16	41.36
	Other Services and Charges	193,141.00	13,298.27	115,679.22	77,461.78	59.89
	Capital Outlay	40,000.00	0.00	0.00	40,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>308,971.00</b>	<b>18,989.82</b>	<b>158,163.14</b>	<b>150,807.86</b>	<b>51.19</b>
602	<b>Sanitary Sewer</b>	<b>-6,755.00</b>	<b>-5,873.99</b>	<b>11,279.13</b>	<b>-18,034.13</b>	<b>-166.97</b>

# General Ledger

## Revenue vs Expense

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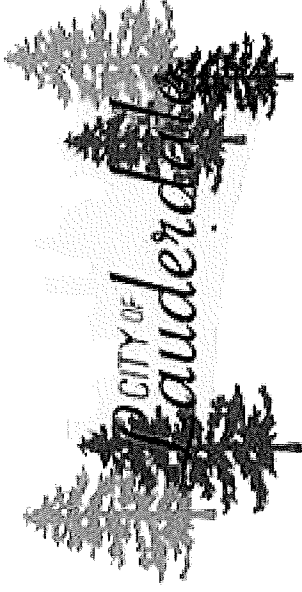


Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
603	<b>Storm Water Revenue</b>					
	Intergovernmental Revenues	0.00	0.00	0.00	0.00	0.00
	Charges for Services	109,338.00	7,075.67	59,231.63	50,106.37	54.17
	Miscellaneous Revenue	4,500.00	503.41	2,786.66	1,713.34	61.93
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>113,838.00</b>	<b>7,579.08</b>	<b>62,018.29</b>	<b>51,819.71</b>	<b>54.48</b>
	<b>Expense</b>					
	Personal Services	63,672.00	4,792.83	35,822.00	27,850.00	56.26
	Supplies	750.00	53.25	330.84	419.16	44.11
	Other Services and Charges	27,150.00	59.53	11,426.09	15,723.91	42.09
	Capital Outlay	85,000.00	0.00	0.00	85,000.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>176,572.00</b>	<b>4,905.61</b>	<b>47,578.93</b>	<b>128,993.07</b>	<b>26.95</b>
603	<b>Storm Water</b>	<b>-62,734.00</b>	<b>2,673.47</b>	<b>14,439.36</b>	<b>-77,173.36</b>	<b>-23.02</b>

# General Ledger

## Revenue vs Expense

User: heather.butkowski  
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Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
999	<b>Fund</b>					
	<b>Revenue</b>					
	Taxes	0.00	0.00	0.00	0.00	0.00
	Miscellaneous Revenue	0.00	0.00	0.00	0.00	0.00
	Other Financing Sources	0.00	0.00	0.00	0.00	0.00
	<b>Revenue</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
	<b>Expense</b>					
	Personal Services	0.00	0.00	0.00	0.00	0.00
	Other Services and Charges	0.00	0.00	0.00	0.00	0.00
	Capital Outlay	0.00	0.00	0.00	0.00	0.00
	Debt Service	0.00	0.00	0.00	0.00	0.00
	Other Uses	0.00	0.00	0.00	0.00	0.00
	<b>Expense</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
999	<b>Fund</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

# General Ledger

## Revenue vs Expense



User: heather.butkowski  
 Printed: 8/13/2020 4:40:31 PM  
 Period 07 - 07  
 Fiscal Year 2020

Account Number	Description	Budget	Current Period	YTD Balance	Variance	% Expend/Collect
Revenue Total		2,142,930.00	508,783.38	1,174,319.69	968,610.31	0.548
Expense Total		2,318,673.00	184,265.93	1,103,014.44	1,215,658.56	0.4757
Grand Total		-175,743.00	324,517.45	71,305.25	-247,048.25	-0.4057

ACTION REQUESTED		LAUDERDALE COUNCIL ACTION FORM	
Consent	<u>   X   </u>	MEETING DATE	<u>   August 18, 2020   </u>
Special	<u>          </u>	ITEM NUMBER	<u>   Adoption of the 2021-2025 GIS JPA   </u>
Public Hearing	<u>          </u>	STAFF INITIAL	<u>   Jim   </u>
Report	<u>          </u>	APPROVED BY ADMINISTRATOR	<u>                                  </u>
Discussion/Action	<u>          </u>		
Resolution	<u>          </u>		
Work session	<u>          </u>		

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

Lauderdale has been a part of the Ramsey County Geographic Information Systems Users Group (RCGISUG) since 1995 and signs a new Joint Powers Agreement (JPA) every few years. The Users Group was formed in order to create an alliance between public agencies interested in using GIS and data created and maintained by Ramsey County. The agreement is intended to enable those parties who are part of the Users Group to be represented for the purpose of undertaking negotiations and transactions with Ramsey County and any other body politic.

The Users Group has created an online mapping application that has current county-wide data with aerial imagery available to anyone with Internet access.

Lauderdale’s annual membership fee for the 2018-2020 JPA was \$219.12. The membership fee will not increase in 2021, the first year of the new JPA. However, the membership fee could see minor adjustments in the four remaining years (2022– 2025).

**OPTIONS:**

- 1) Adopt this item as part of the consent agenda.
- 2) Remove this item from the consent agenda for discussion and/or action.

**STAFF RECOMMENDATION:**

By approving the consent agenda, the Council is adopting the 2021-2025 JPA among members of the RCGISUG.

**COUNCIL ACTION:**

JOINT POWERS AGREEMENT

AMONG

MEMBERS OF THE RAMSEY COUNTY GEOGRAPHIC INFORMATION SYSTEMS USERS GROUP

This JOINT POWERS AGREEMENT ("Agreement") is entered into pursuant to the provisions of Minn. Stat. §471.59 among Governmental Units for the purposes of forming the Ramsey County Geographic Information System Users Group ("Users Group").

**ARTICLE I. INTENT OF THIS AGREEMENT**

In 1995, an informal alliance, known as the Ramsey County Geographic Information System Users Group ("Users Group"), was formed among Governmental Units interested in using Geographic Information Systems (GIS) and data created and maintained by Ramsey County. This agreement is intended to establish and enable the Users Group to represent the parties to this Agreement for the purposes of undertaking negotiations and transactions.

**ARTICLE II. DEFINITIONS**

Section 1. **Members** means those Governmental Units that have executed this Joint Powers Agreement and have paid the annual membership dues as provided in Article X.

Section 2. **Governmental Unit** has the meaning set forth in Minnesota Statutes §471.59.

Section 3. **Users Group** means a group made up of one representative of each Member with the powers and responsibilities described in this Agreement.

**ARTICLE III. GIS BOARD OF DIRECTORS STRUCTURE**

Section 1. There is hereby created a GIS Board of Directors (Board).

Section 2. Each Member shall appoint one person to serve as a Director. Each Member may also appoint a person to serve as an Alternate Director. Members shall notify the Board in writing if the Director or Alternate Director changes.

Section 3. The Board shall have the following officers: a Chair, Vice Chair, Secretary, and Treasurer (Officers).

Section 4. All Officers will be elected by the Board in the first meeting of the agreement's term as identified in Article X. Section 1. The Chair will be elected to a one-year term. The Vice-chair will be elected as Vice-chair in year one and Chair in year two. The Secretary will be elected annually for a three year term in which they will serve as Secretary in year one, Vice-chair in year two, and Chair in year three. The Treasurer will be elected by the Board for a five year term coinciding with the term of this agreement. Any Officer vacancies will be elected by the Board as-needed.

Section 5. The Officers shall serve on a voluntary basis without pay.

Section 6. A quorum will consist of at least 40% of the full membership of the Board, whether or not all vacancies have been filled.

Section 7. Decisions of the Board will be made by a majority of the quorum. Directors may vote and participate in all meeting proceedings from a remote site pursuant to Minnesota Statute 13D.02.

**ARTICLE IV. DUTIES OF THE GIS BOARD OF DIRECTORS**

Section 1. The Board shall meet at least two times per year.



Section 2. The Board shall approve and adopt the formula for the Users Group member dues annually by December 31 for the following year.

Section 3. The Board shall arrange for and facilitate regular meetings of the Users Group and for Users Group activities. Meetings shall be held in accordance with Minnesota Statute 13D.01.

Section 4. The Chair presides at Users Group meetings. The Vice Chair will preside in the absence of the Chair. The Secretary is responsible for recording the proceedings of the Board and communicating these proceedings to all Member organizations. The Treasurer is responsible for the funds and financial records of the Board.

Section 5. The Chair and the Treasurer must sign vouchers or orders disbursing funds of the Users Group. Disbursement will be made in the method prescribed by law for statutory cities.

Section 6. The Board may take such actions as it deems necessary and convenient to accomplish the general purposes of this Agreement.

Section 7. The Board shall purchase liability insurance on behalf of the Users Group to insure against liability of the Users Group and its constituent Members.

Section 8. The Board may:

- (i) Enter into contracts to carry out its powers and duties, in full compliance with any competitive bidding requirements imposed by State or local law;
- (ii) Provide for the prosecution, defense, or other participation in proceedings at law or in equity in which it may have an interest;
- (iii) Employ such persons as it deems necessary on a part-time, full-time, or consultancy basis;
- (iv) Purchase, hold, or dispose of real and personal property;
- (v) Contract for space, commodities or personal services with a Member or group of Members;
- (vi) Accept gifts, apply for and use grants or loans of money or other property from the state, the United States of America, and from other government units and may enter into agreements in connection therewith and hold, use and dispose of such money or property in accordance with the terms of the gift, grant, loan or agreement relating thereto;
- (vii) Appoint a fiscal agent.

#### **ARTICLE V. NEW MEMBERS**

Section 1. Any Governmental Unit that is not a party to the initial Agreement may join as a Member at any time.

Section 2. To become a Member, a local unit of government shall adopt a resolution and shall sign this Joint Powers Agreement.

Section 3. New Members will pay the annual membership dues for the year in which the new Member is joining, as set by the Board pursuant to Article IV, Section 2, as calculated by the current formula. Fees will not be pro-rated for new Members who join after January 1 of each year.

#### **ARTICLE VI. GIS DATA TO BE EXCHANGED AS PART OF THIS AGREEMENT**

Section 1. Members agree to exchange any GIS data with Ramsey County and with any requesting Member for the requesting party's own use where that GIS data has been in some way derived and/or developed from the County GIS Data accessed through this Agreement or future agreements between the Users Group and Ramsey County. Members agree to exchange with Ramsey County and with any other Member any attribute data that it has created and maintained where that data can be associated to a parcel using a parcel identifier. Members also agree to exchange any building permit data requested by Ramsey County for the identification of future physical feature data base updates.

Section 2. The Board will negotiate with Ramsey County on behalf of the Members in all matters deemed necessary relating to supply of GIS data generated by a Member.

#### **ARTICLE VII. DATA ACCESS AND USAGE**

Section 1. All Members shall have equal rights to access Ramsey County GIS Data.

Section 2. Data generated by Ramsey County and provided to Members may not be sold in its original form to third party agencies. However, a Member may allow use of the original data by a third party for specific contracted purposes.

Section 3. Data which results from enhancement of Ramsey County GIS Data by a Member, received pursuant to this Agreement, may be made available to a third party.

Section 4. All Members will adhere to future Users Group license agreements for County or other agency GIS data.

#### **ARTICLE VIII. DATA SECURITY**

All Members agree to abide by the data privacy and data security standards of the Member when using Ramsey County GIS Data or any derivative or enhancement of the data.

#### **ARTICLE IX. FINANCIAL MATTERS**

Section 1. The fiscal year of the Users Group is the calendar year.

Section 2. The Board shall adopt an annual budget prior to December 31 of each year for each succeeding year. The Board will give an opportunity to each Member to comment or object to the proposed budget before adoption. Notice of the adopted budget must be distributed promptly thereafter to the appointed Director of each Member.

Section 3. Operational costs shall be shared according to a method agreed upon by majority decision of the Board of Directors. The costs could be met by membership dues. These costs could include Users Group administrative costs, purchase of liability insurance, and others as appropriate.

Section 4. Annual Membership Dues: Members shall commit to payment of Annual Membership Dues, except where limited by State Statutes.

Section 5. Billings to the Members are due and payable no later than 60 days after the receipt of the invoice. In the event of a dispute as to the amount of a billing, a Member must nevertheless make payment as billed to preserve membership status. The Member may make payment subject to its right to dispute the bill and exercise any remedies available to it. Failure to pay a billing within 60 days results in suspension of voting privileges of the Member Director. Failure to pay a billing within 120 days is grounds for termination of membership, but the Users Group's right to receive payment survives termination of membership.

#### **ARTICLE X. TERM**

Section 1. The Term of this Agreement is January 1, 2021, through December 31, 2025.

Section 2. Based on the annual review of the operating procedures within the Agreement conducted by the Board, a new Agreement will be developed and circulated at least three months prior to December 31, 2025 and be agreed upon and signed on or before December 31, 2025.

#### **ARTICLE XI. TERMINATION**

Each Member shall have the right to terminate its membership and participation in the Users Group by formal resolution of the Member's organization and communicated to the Board in writing. However, the Member is still obligated to its financial commitments for the year during which termination of membership occurs.

These commitments include:

- (i) Any balance of the Annual Membership Dues. This commitment applies to all Members;
- (ii) Any balance owing on Special Projects Assessments. This commitment applies to Members which have entered into any special project agreement(s).

#### **ARTICLE XII. DISSOLUTION**

Section 1. The Users Group may be dissolved by a two-thirds vote of its Members in good standing. Dissolution is mandatory when the Secretary has received certified copies of resolutions adopted by the governing bodies of the required number of Members requesting dissolution.

Section 2. In the event of a dissolution, the Board must determine the measures necessary to effect the dissolution and must provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement and law.

Section 3. In the event of dissolution, following the payment of all outstanding obligations, assets of the Users Group will be distributed among the then existing Members in direct proportion to their cumulative annual contributions. If those obligations exceed the assets of the Users Group, the net deficit of the Users Group will be charged to and paid by the then existing Members in direct proportion to their cumulative annual contributions.

#### **ARTICLE XIII. ACCESS TO DOCUMENTS**

Until the expiration of six years after this Agreement terminates, the Users Group shall make available to the Member organizations and to the State Auditor, a copy of this Agreement and books, documents, accounting procedures and practices of the Users Group relating to this Agreement.

#### **ARTICLE XIV. HOLD HARMLESS**

Section 1. Each Member agrees to defend, indemnify, and hold the other Members harmless from any claims, demands, actions or causes of action, including reasonable attorney's fees, against or incurred by such other Members, for injury to, death of, or damage to the property of any third person or persons, arising out of any act or omission on the part of the indemnifying Member or any of its agents, servants or employees in the performance of or with relation to any of the work or services provided by Members under the terms of this Agreement.

Section 2. Nothing in this Agreement shall constitute a waiver by any Member, the Users Group of any limitation of liability under Minnesota Statutes Chapter 466, or other statutory or common law immunities, limits, or exceptions on liability.

Section 3. Under no circumstances, however, shall a Member be required to pay on behalf of itself and other Members, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one Member. The limits of liability for some or all of the Members may not be added together to determine the maximum amount of liability for any Member.

#### **ARTICLE XV. EQUAL EMPLOYMENT OPPORTUNITY**

The Members and the Users Group agree 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, sexual preference, marital status, status with regard to public assistance, disability, or age.

**ARTICLE XVI. DATA PRACTICES**

Section 1. All data collected, created, received, maintained, or disseminated for any purpose in the course of either the Member's or the Users Group's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and rules adopted to implement the Act.

Section 2. The Members and the Users Group agree to abide strictly by these statutes, rules, and regulations.

IN WITNESS WHEREOF the parties have caused this Agreement to be executed on this 18 day of August, 2020.

ORGANIZATION: City of Lauderdale

Approved:

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

Mary Gaasch, Mayor

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

Heather Butkowski, City Administrator

DESIGNATED DIRECTOR TO REPRESENT ORGANIZATION:

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

ALTERNATE DIRECTOR (IF APPLICABLE):

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

(Nate Zwonitzer, Chair of Users Group )

**LAUDERDALE COUNCIL  
ACTION FORM**

**Action Requested**

Consent \_\_\_\_\_  
Public Hearing \_\_\_\_\_  
Discussion \_\_\_\_\_ X \_\_\_\_\_  
Action \_\_\_\_\_  
Resolution \_\_\_\_\_  
Work Session \_\_\_\_\_

Meeting Date August 18, 2020

ITEM NUMBER CTV Update and JPA

STAFF INITIAL

AB

APPROVED BY ADMINISTRATOR

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

Dana Healy, CTV Executive Director, will be at the meeting to provide an update and review the proposed changes to the Joint Powers Agreement. Please see attached materials.

**OPTIONS:**

**STAFF RECOMMENDATION:**

# REQUEST FOR ACCESS CORPORATION ACTION (RACA)

Meeting Date: -  
Agenda Item No.: -

---

Department Approval

Executive Director Approval

-

-

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Item Description: JPA Resolution to Include Non-geographically Contiguous Cities

---

1 **BACKGROUND**

2 On July 16, 2020, the North Suburban Communications Commission voted to update the Joint  
3 Powers Agreement to include the following:

4 Under section II, General Purpose, “public, educational, and governmental” was spelled out to  
5 explain PEG. Also added in section II was “local community media, including cable television”  
6 programming. The purpose of this was to broaden the language to include beyond cable  
7 programming.

8 Section V.1, “geographically contiguous to any of these named municipalizes and” was removed.

9 Section V.4 “a majority of the members” was added, and “five” was removed. This makes the  
10 document more evergreen as membership changes. This change was also done in section 6 and 8.

11 Section V.8 “Unless otherwise required herein, all official actions of the Commission must receive  
12 two-thirds (2/3) of all the authorized votes cast on that issue at a duly constituted meeting of the  
13 Commission and the affirmative vote of a majority of the appointed directors present and voting.  
14 Abstentions shall not be considered authorized votes cast.

15  
16 **POLICY OBJECTIVE**

17 To adopt the recently updated Joint Powers Agreement that will make it possible to include non-  
18 geographically contiguous cities.

19 **BUDGET IMPLICATIONS**

20 NA

21 **STAFF RECOMMENDATION**

22 NA

23 **REQUESTED ACCESS CORPORATION ACTION**

24 To vote to bring the resolution as presented to each member city for approval on the consent agenda.

Prepared by: Dana Healy, Executive Director

Attachments: A: 7c\_Support\_JPAResolution

Revised 2020

AMENDED  
NORTH SUBURBAN COMMUNICATIONS COMMISSION  
JOINT AND COOPERATIVE AGREEMENT  
FOR THE ADMINISTRATION OF A CABLE COMMUNICATIONS FRANCHISES

**I. PARTIES**

The parties to this Agreement are governmental units of the state of Minnesota. This Agreement is made pursuant to Minnesota statutes Section 471.59, as amended.

**II. GENERAL PURPOSE**

The general purpose of this Agreement is to establish an organization to administer and enforce the respective cable franchises of the parties; to administer the procedure for the renewal of the existing cable franchises and the procedure for the award of new cable franchises; to promote, coordinate, administer and develop public, educational, and governmental (PEG) access cable television channels and local community media, including cable television programming; and to conduct such other activities authorized herein as may be necessary to establish and enforce consumer protection standards for cable subscribers of the members of the organization.

**III. NAME**

The name of the organization is the North Suburban Communications Commission (NSCC).

**IV. DEFINITION OF TERMS**

**Section 1.** For the purposes of this Agreement, the terms defined in this Article shall have the meanings given to them.

**Section 2.** "Commission" means the Board of Directors created pursuant to this Agreement.

**Section 3.** "Council" means the governing body of a member.

**Section 4.** "Franchise" means that cable communications franchise granted by all cities listed in Article V, section 1.

**Section 5.** "Grantee" means any person or entity to whom -a franchise has been granted by a member.

**Section 6.** "Member" means a municipality which enters into this Agreement.

**Section 7.** "System" means that cable communications system more specifically defined in the Franchise Ordinance of the Member.

## V. MEMBERSHIP

**Section 1.** The municipalities of Arden Hills, Falcon Heights, Little Canada, Lauderdale, Mounds View, New Brighton, North Oaks, Roseville, and St. Anthony are eligible to be the Members of the Commission. Any municipality ~~geographically contiguous to any of these named municipalities and~~ served by a cable communications system through the same Grantee may become a Member pursuant to the terms of this Agreement.

**Section 2.** Any municipality desiring to become a Member shall execute a copy of this Agreement and conform to all requirements herein.

**Section 3.** The initial Members shall be those municipalities listed in Section 1 of this Article V.

**Section 4.** Municipalities desiring to become Members after the date specified in Article V; Section 3, may be admitted by an affirmative vote of two-thirds (2/3) of the votes of the Members of the Commission, with at least ~~five (5) Members~~ a majority of the Members voting in the affirmative. The Commission may, by resolution, impose conditions upon the admission of additional members.

## VI. DIRECTORS; VOTING

**Section 1.** Each Member shall be entitled to one (1) director to represent it on the Commission. Each director is entitled to vote in direct proportion to the percent of annual revenues attributable to the municipality represented by the director to the total annual revenues of the system for the prior year rounded to the nearest whole number, provided, however, that each director shall have at least one vote. For the purposes of this section, the annual revenues for each Member and the total annual system revenues as of December 31 of each year shall be determined by the records of the cable operator filed with the Commission with the annual franchise fee. Prior to the first Commission meeting in March of each year, the Secretary/Treasurer of the Commission shall determine the number of votes for each Member in accordance with this section and certify the results to the Chair.

**Section 2.** A director shall be appointed by resolution of the Council of each Member. A director shall serve until a successor is appointed. Directors shall serve without compensation from the Commission.

**Section 3.** Each Member may appoint an alternate director or directors. The Commission, in its By-Laws, may prescribe the extent of an alternate's powers and duties.

**Section 4.** A vacancy in the office of director will exist for any of the reasons set forth in Minnesota Statutes Section 351.02 or upon a revocation of a director's appointment duly filed by a Member with the Commission. Vacancies shall be filled by appointment for the unexpired portion of the term of director by the Council of the Member whose position on the Commission is vacant.



**Section 5.** There shall be no voting by proxy, but all votes must be cast by the director or the duly authorized alternate at a Commission meeting.

**Section 6.** The presence of five a majority of the appointed directors representing a majority of the total authorized votes of all directors shall constitute a quorum, but a smaller number may adjourn from time to time.

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**Section 7.** A director shall not be eligible to vote on behalf of the director's municipality during the time said municipality is in default on any contribution or payment to the Commission. During the existence of such default, the vote or votes of such Member shall not be counted for the purposes of this Agreement.

**Section 8.** Unless otherwise required herein, all official actions of the Commission must receive two-thirds (2/3) of all the authorized votes cast on that issue at a duly constituted meeting of the Commission and the affirmative vote of five-a majority of the appointed directors present and voting. Abstentions shall not be considered authorized votes cast.

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## VII. EFFECTIVE DATE

**Section 1.** A municipality may enter into this Agreement by resolution of its council and the duly authorized execution of a copy of this Agreement by its proper officers. Thereupon, the clerk or other appropriate officer of the municipality shall file a duly executed copy of this Agreement, together with a certified copy of the authorizing resolution, with the Commission.

**Section 2.** This Agreement and any amendments thereto are effective on the date when executed agreements and authorizing resolutions of all of the members named in Article V, Section 1, have been filed as provided in this Article.

## VIII. POWERS AND DUTIES OF THE COMMISSION

**Section 1.** The powers and duties of the Commission shall include the powers set forth in this Article.

**Section 2.** The Commission may make such contracts, grants, and take such other action as it deems necessary and appropriate to accomplish the general purposes of the organization. The Commission may not contract for the purchase of real estate without the prior authorization of the member municipalities. Any purchases or contracts made shall conform to the requirements applicable to Minnesota statutory cities.

**Section 3.** The Commission shall assume all authority and undertake all tasks necessary to coordinate, administer, and enforce the Franchise of each Member except for that authority and those tasks specifically retained by a Member.

**Section 4.** The Commission may provide for the prosecution, defense, or other

participation in actions or proceedings at law in which it may have an interest, and may employ counsel for that purpose. It may employ such other persons as it deems necessary to accomplish its powers and duties. Such employees may be on a full time, part-time or consulting basis, as the Commission determines, and the Commission may make any required employer contributions which local governmental units are authorized or required to make by law.

**Section 5.** The Commission may conduct such research and investigation and take such action as it deems necessary including participation and appearance in proceedings of State and Federal regulatory, legislative or administrative bodies, or on any matter related to or affecting cable communication franchises.

**Section 6.** The Commission may obtain from Grantee and from any other source such information relating to the cable communications franchises as any member is entitled to obtain from Grantee or others.

**Section 7.** The Commission may accept gifts, apply for and use grants, enter into agreements required in connection therewith and hold, use and dispose of money or property received as a gift or grant in accordance with the terms thereof.

**Section 8.** The Commission shall make an annual, independent audit of the books of the Commission and shall make an annual financial accounting and report in writing to the Members. Its books and records shall be available for examination by the Members at all reasonable times.

**Section 9.** The Commission may delegate authority to its executive committee. Such delegation of authority shall be by motion of the Commission and may be conditioned in such a manner as the Commission may determine.

**Section 10.** The Commission shall adopt By-Laws which may be amended from time to time.

**Section 11.** The Commission shall be responsible for the PEG access channels and **local community media, including** cable television programming within or for the geographic area of the Member cities of the Commission. Should any Member withdraw from the Commission as of the date of any renewal of the Cable Television Franchise Ordinance, or in any year thereafter, the withdrawing Member shall assume all responsibility for PEG access cable television channels and programming within or for the geographic boundaries of the withdrawing municipality, as more specifically delineated in Article XI, Section 3, of this Agreement.

**Section 12.** The Commission may designate an entity or entities to perform any functions the Commission deems necessary relative to the Commission's responsibility for community programming. The Commission may provide funds, support services, and the use of equipment and property to the designated entity, provided that title to all equipment and property shall not pass to the designated entity without the prior approval of all directors.

## IX. OFFICERS

**Section 1.** The officers of the Commission shall consist of a chair, a vice-chair, and a secretary/treasurer. Officers of the Commission shall be elected annually for one-year terms. Officers shall be limited to two consecutive one-year terms in a given office.

**Section 2.** A vacancy in the office of chair, vice-chair, or secretary/treasurer shall occur for any of the reasons for which a vacancy in the office of a director shall occur. Vacancies in these offices shall be filled by the Commission for the unexpired portion of the term.

**Section 3.** The three officers shall all be members of the executive committee.

**Section 4.** The chair shall preside at all meetings of the Commission and the executive committee. The vice-chair shall act as chair in the absence of the chair.

**Section 5.** The secretary/treasurer shall be responsible for keeping a record of all of the proceedings of the Commission and executive committee and shall be responsible for custody of all funds, for the keeping of all financial records of the Commission and for such other matters as shall be delegated by the Commission. The Commission may require that the secretary/treasurer post a fidelity bond or other insurance against loss of Commission funds in an amount approved by the Commission, at the expense of the Commission. Said fidelity bond or other insurance may cover all persons authorized to handle funds of the Commission.

**Section 6.** The Commission may appoint such other officers as it deems necessary. All such officers shall be appointed from the membership of the Commission.

## X. FINANCIAL MATTERS

**Section 1.** The fiscal year of the Commission shall be the calendar year.

**Section 2.** Commission funds may be expended by the Commission in accordance with the procedures established by law for the expenditure of funds by Minnesota Statutory Cities. Orders, checks and drafts must be signed by any two of the officers. Other legal instruments shall be executed, with authority of the Commission, by the chair and secretary/treasurer. Contracts shall be let and purchases made in accordance with the procedures established by law for Minnesota Statutory Cities.

**Section 3.** The financial contributions of the Members in support of the Commission shall be in direct proportion to the percent of annual franchise fee revenues of each Member to the total franchise fee revenues of the System for the prior year multiplied by the Commission's total annual assessment to the Members.

**Section 4.** A proposed budget for the ensuing calendar year shall be formulated by the Commission and submitted to the Members on or before October 15. Final action adopting a budget for the ensuing calendar year shall be taken by the Commission on or before December 15 of each year.

**Section 5.** Any Member may inspect and copy the Commission books and records at any and all reasonable times. All books and records shall be kept in accordance with normal and accepted accounting procedures and principles used by Minnesota Statutory cities.

## **XI. DURATION**

**Section 1.** The Commission shall continue for an indefinite term unless the number of Members shall become less than five. The Commission may also be terminated by mutual agreement of all of the Members at any time.

**Section 2.** In order to prevent obligation for its financial contribution to the Commission for the ensuing year, a Member shall withdraw from the Commission by filing a written notice with the Commission by July 1 of any year giving notice of withdrawal effective at the end of that calendar year; and membership shall continue until the effective date of the withdrawal. Prior to the effective date of withdrawal, a notice of withdrawal may be rescinded by October 15 by a Member. If a Member withdraws before dissolution of the Commission, the Member shall have no claim against the assets of the Commission. A Member withdrawing after October 15 shall be obligated to pay its entire contribution for the ensuing year as outlined in the budget of the Commission for the ensuing year.

**Section 3.** Should any Member withdraw from the Commission, the withdrawing member shall assume the responsibilities for PEG access cable television channels and programming within and for the geographic boundaries of the withdrawing municipality as described in Article VIII, section 11, herein.

**Section 4.** In the event of dissolution, the Commission shall determine the measures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as circumstances permit, subject to the provisions of this Agreement. Upon dissolution of the Commission, all remaining assets of the Commission, after payment of obligations, shall be distributed among the then existing Members in proportion to the most recent Member-by-Member breakdown of the franchise fee as reported by the Grantee. The Commission shall continue to exist after dissolution for such period, no longer than six months, as is necessary to wind up its affairs but for no other purpose.

IN WITNESS WHEREOF, the undersigned municipality has caused this Agreement to be signed on its behalf this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

WITNESSED BY:

\_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_ by: \_\_\_\_\_

Its: \_\_\_\_\_

Filed in the office of the NSCC this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Prepared by:

Michael R. Bradley  
Bradley Law, LLC  
2145 Woodlane Drive, Suite 106  
Woodbury, MN 55125  
(651) 379-0900  
[mike@bradleylawmn.com](mailto:mike@bradleylawmn.com)

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

Consent \_\_\_\_\_  
 Public Hearing \_\_\_\_\_  
 Discussion   X   \_\_\_\_\_  
 Action \_\_\_\_\_  
 Resolution \_\_\_\_\_  
 Work Session \_\_\_\_\_

Meeting Date August 18, 2020

ITEM NUMBER Fence Ordinance Revisions

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR \_\_\_\_\_

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Earlier this year, the City Council held two discussions regarding the fence ordinance focusing on front-yard regulations. The primary question asked was whether or not to allow front yard fences, and if allowed, how would the following be addressed:

- Public safety issues, including sight lines on adjacent public streets;
- Aesthetic standards;
- Access to the property by emergency personnel;
- Access to the property for mail and package delivery;
- Access to the property for public inspections; and
- Adverse impacts on adjacent properties.

The Council looked at ordinances from neighboring cities (Roseville, Falcon Heights, St. Anthony, Minneapolis, and St. Paul). They all allow front yard fences with varying parameters.

Height of fence in front yard setback: All adjacent cities allow front yard fences of varying heights ranging from three feet (Falcon Heights) to four feet (Roseville, St. Anthony, and St. Paul). Minneapolis allows for three foot fences with the ability to go to four feet for open, decorative fences. The Council seemed interested in this provision and it is included in the draft ordinance.

Height of fence in exterior side yards (corner lots): Minneapolis requires corner lots maintain the three foot fence height along the entire street-side length of corner lots and four feet along interior side yards. This was included in the draft for discussion as council members expressed concern over the lack of access to light and air flow with tall, privacy fences.

Corner lot sight lines: Sight lines are addressed in each neighboring cities' ordinances but vary slightly. In St. Paul the distance is 10 feet for fences over 2 feet unless less than 20% opacity; in Minneapolis 15 feet; in Falcon Heights 30 feet; and in Roseville 45 feet. In St. Anthony, the standard is 25 feet but exempts fences less than 30 inches in height but applies the standard to alleys and driveways. Based on feedback received about the front-yard fence on Eustis Street, staff included Roseville's 45 foot requirement in the draft ordinance.



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

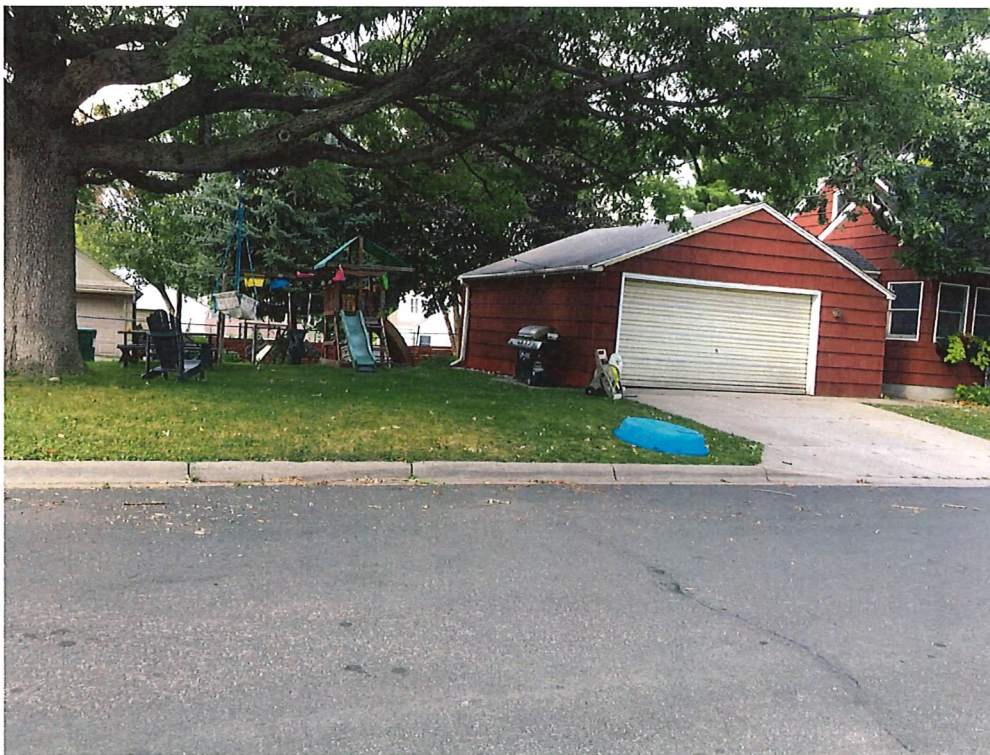
Access for mail and package delivery, emergency personnel, and public inspection: None of the ordinances reviewed address this because they don't allow tall, privacy fences in front yards.

Aesthetic standards: Inherent in the other cities' regulations are aesthetics as they only allow fences that are unassuming in size and built from appropriate materials. As front yard fences impact property values due to their enhanced visibility, it is possible to tailor the ordinance to achieve desired aesthetic outcomes. For example, Minneapolis allows for three foot front yard fences but requires them to be more aesthetically pleasing to be able to build to four feet.

One of the Council's goals was to remove the language that allows residents to request exceptions to the fence ordinance and replace them with standards that apply to everyone to avoid arbitrary decision making processes. That language was stricken.

Non-conforming lots: A couple of houses in town were not built to the front yard setback which leaves an area of their front yard not within the bounds of setback regulations. Two aerials of some of these homes are attached. This is not yet addressed in the draft ordinance but staff will discuss during the meeting. The presumption of staff is that regulations for height and opacity should still exist in the area between home and the street in these scenarios.

Another type of property for consideration are those on corner lots that face the side streets. They include the Zehrer property (below) which will be discussed next and the homes on the following pages.













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

If the Council approves the Zehrer request, the Council should consider what was unique about their property (and possibly and those like it) to create a standard for that group of properties. As one objective of the Council's was to remove the language that allows residents to request exceptions to the fence ordinance and replace them with standards that apply to everyone to avoid arbitrary decision making processes.



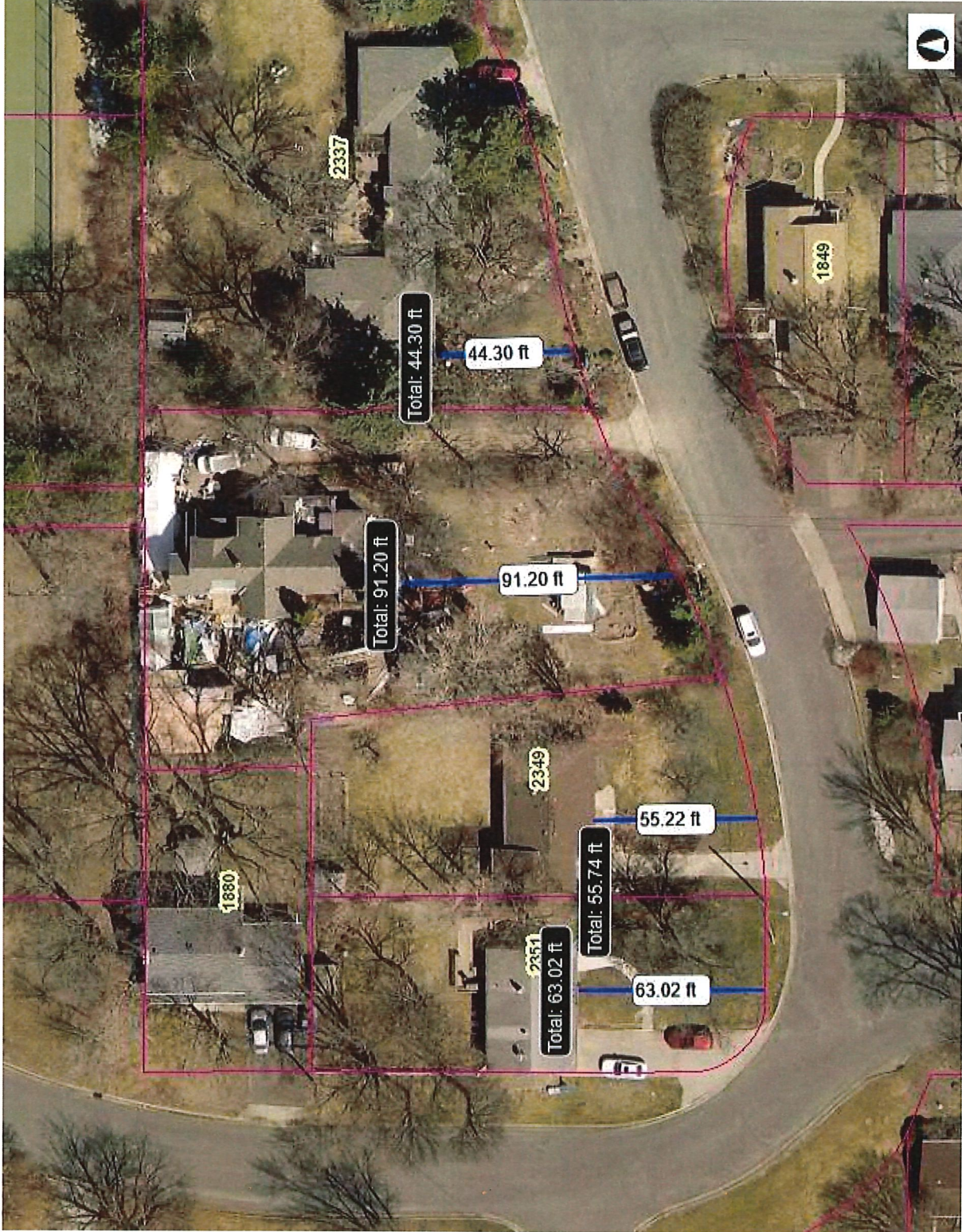
Staff will discuss these matters in greater detail at the meeting. Additionally, we added more graphics as examples that will be updated based on Council decisions.



### Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Personal Properties



100.0 0 50.00 100.0 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
 © Ramsey County Enterprise GIS Division

This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
 THIS MAP IS NOT TO BE USED FOR NAVIGATION

### Notes

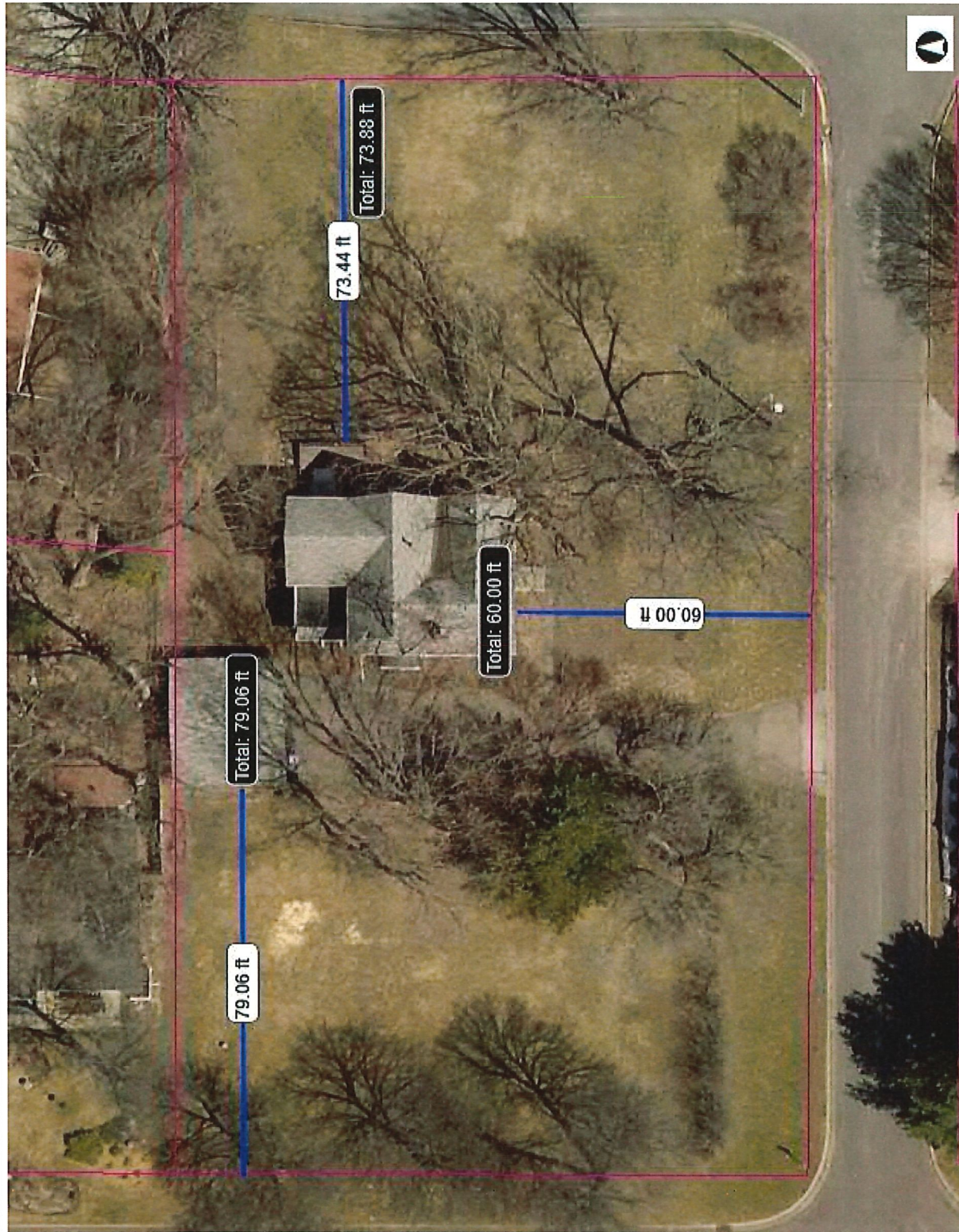
Enter Map Description



### Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Personal Properties



60.0 0 30.0 60.0 Feet

NAD\_1983\_HARN\_Adi\_MN\_Ramsey\_Feet  
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### Notes

Enter Map Description

CHAPTER 7

FENCES AND RETAINING WALLS

SECTION:

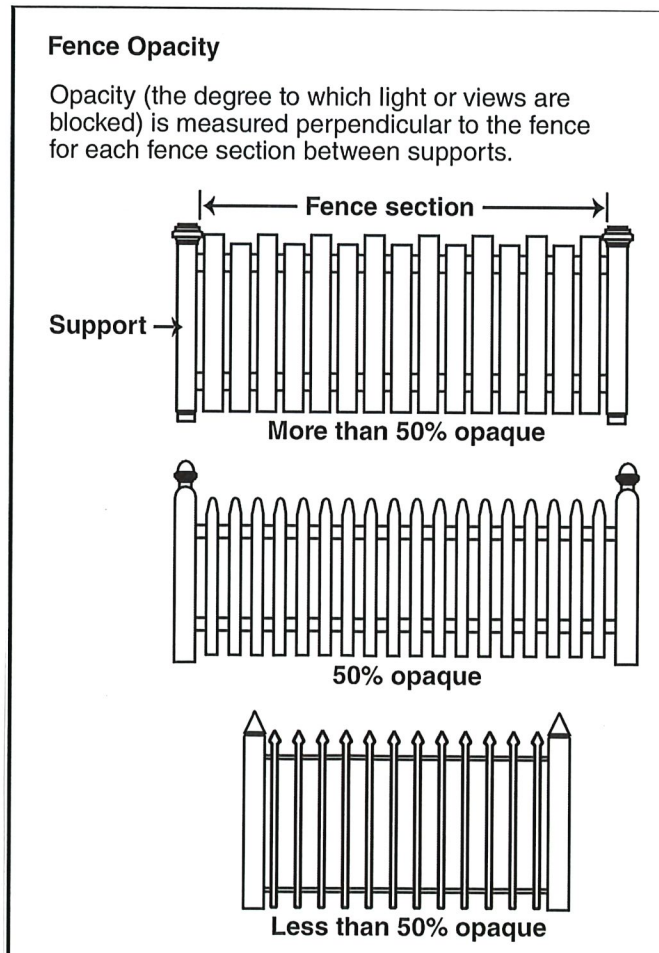
- 9-7-1: Definitions
- 9-7-2: Scope
- 9-7-3: Permits
- 9-7-4: Regulations
- 9-7-5: Boundary Fence Materials
- 9-7-6: Variance Heights and Setbacks
- 9-7-7: Sight Lines
- 9-7-78: Conformance
- 9-7-89: Penalty

9-7-1: DEFINITIONS:

Boundary Fence: A fence parallel to the property line.

Fence: Any partition, structure, wall, gate, or other object erected as a divider marker, physical or visual barrier, or enclosure located along the boundary, or within a yard.

Fence Opacity: The degree to which views are blocked.





Opaque or Opacity: Not able to be seen through; not transparent.

Privacy Fence: A fence more than 50% opaque used for screening of outdoor living areas and for enclosures where restricted visibility or protection is required or desired.

Retaining Wall: A structure constructed to hold back or support an earthen bank.

9-7-2: SCOPE:

The provisions of this Chapter are intended to supplement the provisions of Title 10 of this Code relating to fences and retaining walls.

9-7-3: PERMITS:

A. Residential Properties: The construction of fences over six feet above grade are not allowed. The construction of fences six feet above grade or less shall require a fence permit.

B. Commercial And Industrial Properties: Fences in commercial and industrial areas may be erected to a height of six feet plus two feet for a security (barbed wire or other) arm. The construction of fences six feet above grade or less require a fence permit unless otherwise required by the state building code.

C. Fence or building permits are required for fence modifications that expand the length or height of an existing fence on any property.

D. Fence permits are required for all boundary fences.

E. Permits are not required for maintenance which includes: painting; replacing up to one section not exceeding eight feet in length; and replacing up to two posts in any calendar year. Maintenance does not include increasing the height of the fence.

F. Permits are not required for non-boundary fences that do not exceed three feet in height and are secured by posts no deeper than six inches into the ground.

G. The construction of ~~all~~-retaining walls over four feet in height shall require a building permit. The construction of retaining walls four feet in height or less shall require a

retaining wall permit. Retaining walls are measured from the bottom of the footing to the top of the wall.

9-7-4: REGULATIONS:

A. Maintenance: All fences and retaining walls shall be regularly maintained and kept in good repair. Vegetation surrounding the fence or retaining wall shall be trimmed and well maintained.

~~B. Setback: In the event a fence or retaining wall is adjacent to and parallel with the front lot line (or side lot line on the street side of a corner lot), such fence or retaining wall shall be set back at least one foot from the street right of way or property line. In the event a fence or retaining wall is adjacent to and parallel with a platted alley, such fence or retaining wall shall be set back at least two feet from the alley right of way or property line.~~

CB. Face of Fences: That side of the fence considered to be the face (finished side as opposed to structural supports) shall face abutting property.

~~DC. Public Rights Of Way: No fences or retaining walls shall be permitted on public rights of way except without approval of the City Council.~~

**Commented [HB1]:** If the Council intends to approve fences or retaining walls in the right-of-way, the criteria for that should be listed to achieve the goal of not leaving each request to the discretion of the council to avoid being arbitrary and capricious.

ED. Abutment To Property Lines: Fences and retaining walls may be permitted along property lines subject to the following:

1. Physical Damages: Fences and retaining walls may abut property lines provided no physical damages of any kind results to abutting property.

2. Certificate Of Survey: Where the property line is not ~~clearly defined delineated by survey markers or pins~~, a certificate of survey ~~may be required by the Building Official or Zoning Administrator to establish the property line~~ will be required.

~~3. Front Setback Area: No fence or retaining wall along or within the front setback area shall be permitted without the approval of the City Council.~~

43. Adjusting for Contours and Grade: At no point may fence panels exceed six feet in height nor shall fence posts exceed six and one-half feet in height from grade.

9-7-5: BOUNDARY FENCE MATERIALS:

A. Privacy fences shall be made from cedar, redwood, or other decay resistant wood; vinyl; or composite material designed for fence applications. Privacy fences in residential areas shall not be made from chain link or metal fencing with slats.

B. All other fences shall be made from wood; vinyl; decorative steel, aluminum, or wrought iron; or chain link designed for fence applications.

C. Materials that may not be used include garden and utility fencing or fabric. These materials are commonly referred to as snow or safety fencing; chicken wire; poultry fencing; hardware cloth; lawn fencing; and lattice. In residentially zoned areas, security fencing is not allowed included barbed or razor wire and electric fencing.

~~9-7-6: VARIANCE:~~

~~Any person wishing to erect or construct a fence or retaining wall in a manner contrary to this Chapter shall first obtain permission for the City Council. Any person wishing to erect or construct a fence in a manner contrary to Title 10 of this Code shall first obtain a variance from the City Council for that purpose.~~

9-7-6: HEIGHTS AND SETBACKS

A. Front Yard:

1. Fences located in the required front yard setback shall not exceed three feet in height and shall be 50% or less opaque. The maximum fence height may be increased by one foot if less than 50% opaque and made from decorative metal, aluminum, or wrought iron fencing material.
2. In the event a fence is adjacent to and parallel with the front lot line, such fence shall be set back at least one foot from the front property line.
3. Front yard fences are required to have a gate of no less than three feet in width.

**Commented [HB2]:** Still need to address lots where the front property line and front yard setback are not the same.

**Commented [HB3]:** Public works staff said the water shut offs are on the front property line so the one foot setback should remain to prevent people from building fences over them.

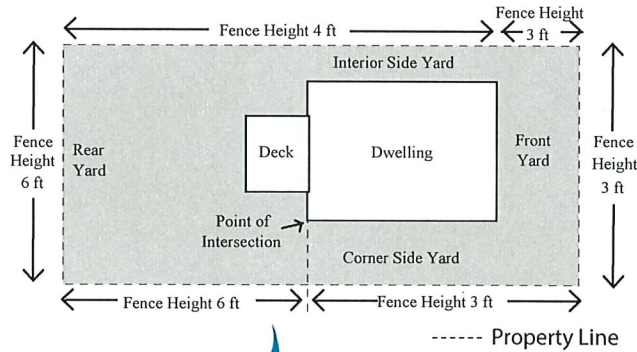
B. Interior side yard. Fences located in the required interior side yard setback shall not exceed four (4) feet in height. The maximum height may be increased to six (6) feet between the rear wall of the principal structure on the adjoining property and the rear lot line.

**Commented [HB4]:** The Council has discussed limiting fence heights or opacity to maintain access to light and air. This would allow not more than a 4 foot fences along sides of houses. Alternatively, the council would allow taller fences but require they be less opaque.



C. Rear Yard: In the event a fence or retaining wall is adjacent to and parallel with a platted alley, such fence or retaining wall shall be set back at least two feet from the alley right of way or property line.

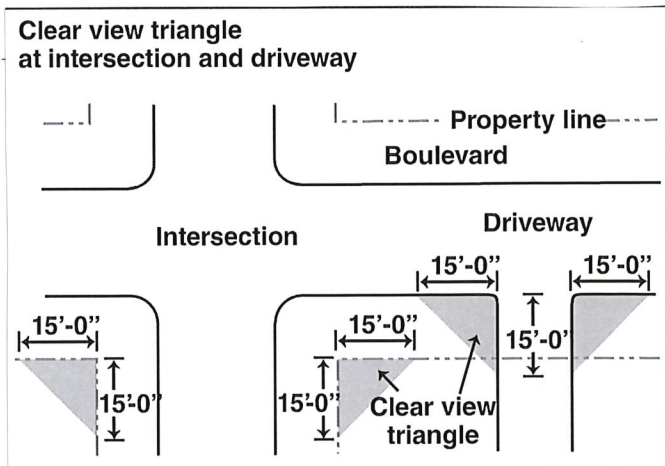
D. Corner side yard. Fences located in the required corner side yard setback shall not exceed three (3) feet in height. The maximum fence height may be increased by one (1) foot if constructed of open, decorative, ornamental fencing materials that are less than fifty (50) percent opaque. The maximum height may be increased to six (6) feet beginning at the point of intersection of the corner side wall and the rear wall of the principal structure to the rear lot line exclusive of area reserved for site lines. For the purpose of this section, open decks and porches shall not be considered part of the principal structure.



9-7-7: SITE LINES

A fence may not be placed in a front-yard sight visibility triangle on a corner lot (measured 45 feet along the curb lines).  
A fence may not be placed in a rear-yard sight visibility triangle along an improved alley (measured 15 feet along the edge of a street and alley to a third line connecting the sides).

**Commented [HB5]:** This language was taken from Roseville and St. Anthony.



**Commented [HB6]:** Example from Bloomington on site lines. What site lines the council agrees upon will be put into a graphic.

9-7-~~89~~: PENALTY:

Violations of this Chapter shall constitute a misdemeanor. Each day that a violation remains shall constitute a separate offense.

The City may also take additional enforcement action it finds appropriate. In case any fence or retaining wall is, or is proposed to be, erected, constructed, reconstructed, altered, maintained, or used in violation of this Chapter, the City Council may institute in the name of the City any appropriate action or proceeding to prevent, restrain, correct, or abate such fence, structure, or retaining wall constituting a violation.

Adopted by the Lauderdale City Council the 12<sup>th</sup> day of April, 2016. Published in the Roseville Review the 19<sup>th</sup> day of April, 2016.

Commented [HB7]: To be updated.

# LAUDERDALE COUNCIL ACTION FORM

### Action Requested

Consent \_\_\_\_\_  
 Public Hearing \_\_\_\_\_  
 Discussion   X    
 Action   X    
 Resolution \_\_\_\_\_  
 Work Session \_\_\_\_\_

Meeting Date   August 18, 2020    
 ITEM NUMBER   Boulevard Fence Request    
 STAFF INITIAL   HB    
 APPROVED BY ADMINISTRATOR \_\_\_\_\_

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

Zack & Claire Zehrer, 2445 Summer Street, are requesting the City Council grant an exception to city code to allow them to construct a fence in the public right-of-way of Summer Street, on the east side of the alley between Malvern Street and Walnut Street. The Summer Street boulevard (the unpaved portion of the public right-of-way) is ~11 feet wide; there is an additional one-foot setback requirement for corner lots. Thus, the minimum setback from Summer Street for the fence is 12 feet. The Zehrer's requested locating the fence four feet from Summer Street, which would have been an encroachment of seven feet into the public right-of-way. Previously, the Council voted to have staff draft a resolution that would allow a five-foot encroachment into the right of way with conditions. Attached is a resolution that reflects the conditions discussed. Staff also included our responses to questions raised by council members.

Staff reiterate our concerns with allowing encroachments in the right-of-way. We say this in our role as staff. We very much empathize with the applicants and their desire to create a safe place for their children to play.

Lauderdale City Code prohibits right-of-way encroachments for a number of reasons. The right-of-way is held in trust by city councils for current and future uses that benefit the public. When platted, the rights-of-way were intended for roads. As time progressed, they were used for sidewalks; sewer and water infrastructure; public and private gas and electric utilities; snow storage; and boulevard trees. In recent decades, the use of the right-of-way has expanded for cable TV, DSL, and fiber optics with the future being fiber-to-the-home and 5G infrastructure. In general, boulevards have become very crowded which has limited space for traditional right-of-way amenities like boulevard trees and sidewalks. We don't know what the future will bring which is why cities hold these areas in trust for the public good.

The immediate concern of staff is that the fence will obstruct visibility, especially in winter. In the other locations noted by council members, where fences were closer to roads, the fences were located along streets with narrow rights-of-way. The paved portions of those streets is ~18 to 19 feet wide. The paved portion of Summer Street is ~30 feet wide. This means the right-of-way needs to store additional snow from the roadway in addition to the snow from the alley which is not the case in the other instances mentioned.

Similarly, streets are approximately one foot lower than yards. That means the fence from the roadway will be ~5 feet tall. Standard passenger vehicles will not be able to see over the fence to view oncoming vehicles, bikers, and pedestrians.

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

The residents staff assist with zoning permits are often frustrated by city code, whether that be the inability to fence their front yard or the two-foot rear yard setback from platted alleys for fences. With small yards staff understand the desire to maximize space. Staff do their best to explain the rationale for city code which helps residents accept their purpose. In most cases, residents have interior lots which limits their ability to make requests such as these. Corner lots are hindered by the additional one-foot setback to exterior side lot lines. This is something to continue discussing as the fence ordinance is revised. In this case, the applicant was concerned about the health of their tree as the one-foot setback would run the fence to the middle of the tree. If the applicant were allowed to build to the fence on the property line, the tree would be avoided and they would be allowed as large of a fenced area as other interior lot property owners. Building the fence on the property line also would not impede the roll out of fiber-to-the-home and 5G infrastructure which require ground level utility boxes to operate.

The goal of the Council has been to rewrite ordinances to offer reasonable guidelines to avoid the need to respond to individual requests. The rationale of the Council's decision should either be included in the draft fence ordinance to explain under what circumstances homeowners can use the public right-of-way or the uniqueness of this situation should be memorialized in the resolution so that other residents can understand why in this instance the Council allowed the private use of the public right-of-way.

Staff fielded many comments from residents upset by the front yard fence approved on Eustis Street. The concerns have been primarily about aesthetics and safety due to diminished site lines. When other residents inquired about how they could have a similar fence, the Council enacted the fence moratorium to discuss the issue. Staff anticipate a similar response from residents if this fence is approved. Some residents will be upset that the Council allowed the use of the right-of-way for private benefit and some will be upset if there are safety issues like decreased visibility. Based on the outcome of the discussion, we will share the decision-making process with those that inquire.

**OPTIONS:**

- Approve Resolution No. 071420A—as presented.
- Approve Resolution No. 071420A—with additional conditions.
- Deny their request and do not approve the resolution.

**STAFF RECOMMENDATION:**

Staff do not recommend approving the resolution for the reasons noted above.

Member \_\_\_\_\_ introduced the following resolution and moved its adoption:

**CITY OF LAUDERDALE  
COUNTY OF RAMSEY  
STATE OF MINNESOTA  
RESOLUTION NO. 081820A**

**RESOLUTION GRANTING AN EXCEPTION TO THE CITY CODE  
TO ALLOW CONSTRUCTION OF A FENCE IN THE  
RIGHT-OF-WAY AT 2445 SUMMER STREET**

**WHEREAS**, Zack Zehrer and Claire Hammer own the property at 2445 Summer Street, which is legally described as:

**PIN: 172923320028**

**Lot 15, Block 5**

**Lauderdale's East Side Addition to Minneapolis, Ramsey County, Minnesota**

**WHEREAS**, at the June 23, 2020 council meeting, Zack Zehrer and Claire Hammer requested an exception to city code to allow the construction of a fence in the Summer Street right-of-way; and

**WHEREAS**, Zack Zehrer and Claire Hammer proposed to build the southern portion of the fence four feet from the improved portion of Summer Street; and

**WHEREAS**, the unimproved right-of-way is approximately 11 feet and the proposed fence would result in a seven foot encroachment into the Summer Street right-of-way and a one-foot encroachment into the side yard setback for corner lots; and

**WHEREAS**, considerations were given to sight lines, public utilities, safety, and snow storage; and

**WHEREAS**, staff's research concluded there are no other instances of fences in the right-of-way in the City; and

**WHEREAS**, the City Council voted 3-2 in favor of directing staff to prepare a resolution of approval to include the following conditions:

1. The fence is built per the site plan attached to this resolution.
2. The fence is built per the design attached to this resolution and no portion of the fence will exceed four feet in height.
3. The rear-yard fence is setback two-feet from the rear property line in conformance with City Code.
4. The fence is located at least six feet from the improved portion of Summer Street (a five-foot encroachment into the Summer Street right-of-way).

5. The fence angles starting at or before 39' from the northern property line and meets the side yard fence five feet from the rear property line to create a sight triangle.
6. The property owners assume all costs for removal and replacement of the fence if so directed by the City. If a utility requires use of the right-of-way, the fence may not be allowed to be replaced in the right-of-way.
7. The City assumes no financial or other responsibility for damage to the fence caused by snow removal.
8. The City assumes no financial or other responsibility for damage to the fence caused by the traveling public.
9. This approval does not run with the land and replacement of the fence contrary to City Code will require council approval.

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of Lauderdale, does hereby grant an exception to the city code to allow construction of a fence in the right-of-way at 2445 Summer Street as provided.

Dated: August 18, 2020

\_\_\_\_\_  
Mary Gaasch, Mayor

Attest: (SEAL)

\_\_\_\_\_  
Heather Butkowski, City Administrator-Clerk

The motion for the adoption of the foregoing resolution was duly seconded by Member \_\_\_\_\_ upon vote being taken thereon, the following voted in favor thereof:  
Members \_\_\_\_\_.

And the following voted against same: \_\_\_\_\_

Absent: \_\_\_\_\_

Whereupon said resolution was declared duly passed.



ZACK + CLAIRE ZEHNER  
2445 Summer Street

July 6 2020

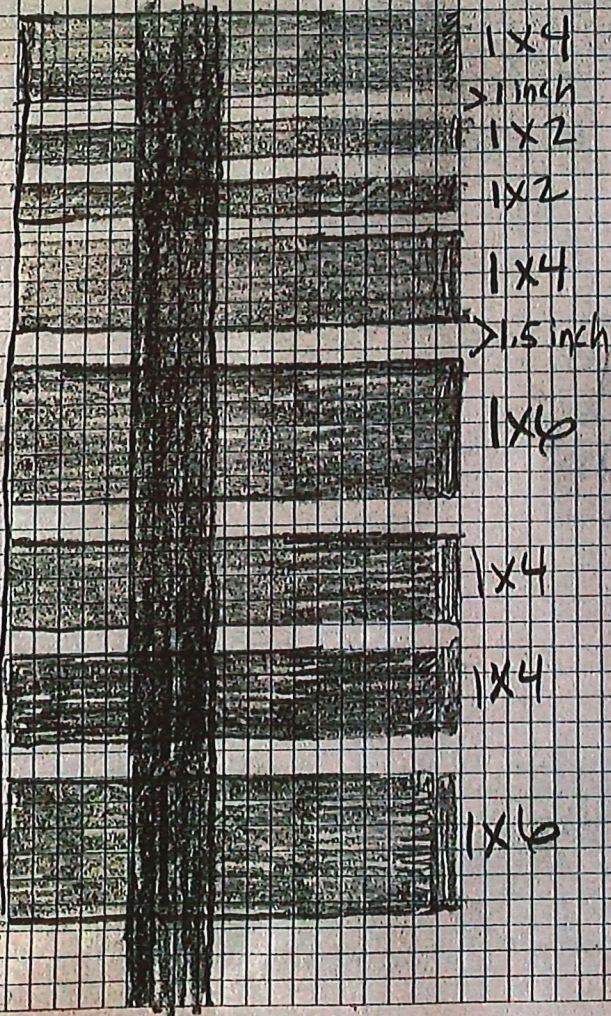
### FENCE DESIGN

1 square = 1 inch

CEDAR TONE WOOD

~8 Foot long panels

1-1.5 inch gaps between wood  
4 ft tall





ALLEY

- o PIN
- x x x x neighbor chain link fence
- - - - Fence allowed
- . - . - . Fence proposed - previous

o tree

- H - gate

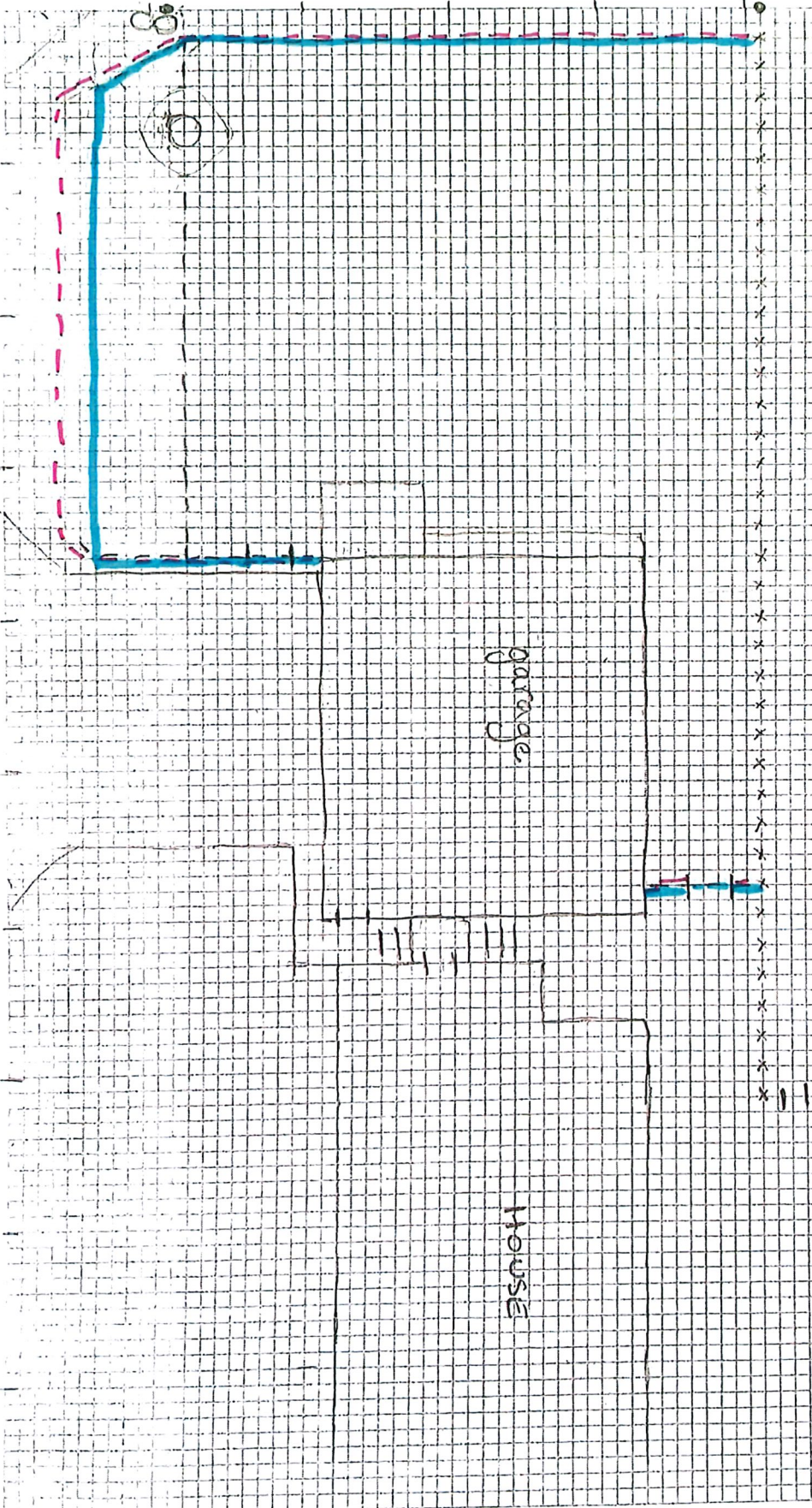
Revised July to 2020 proposed

RAVE + CLAIRE ZEHREN  
 2415 SUMMER STREET  
 126 FT x 40 FT  
 11 square = 1 foot

garage

house

SUMMER STREET





## Heather Butkowski

---

**From:** Heather Butkowski  
**Sent:** Tuesday, June 23, 2020 2:32 PM  
**Subject:** Fence request information

Hello All,

I was asked additional questions about the fence request so I am providing the information to all.

When the Zehrs initially asked about fence regulations, I explained that some council members were opposed to structures in the boulevard to preserve it for public utilities and that the council was considering regulations for side yard fences as part of the front yard fence ordinance and likely want those in place before taking a vote. They felt they couldn't wait for the outcome as they need a safe place for their kids to play.

Staff checked in with the city engineer. Her recommendation was not to allow structures in the boulevard to preserve that area for public utilities and to eliminate issues with future road repairs. She said when structures are in the boulevard, cities run into issues and costs associated for fence removal and replacement. She looked at the pictures submitted with the application and expressed concerns over sightlines but did not have a standard to address what was appropriate for safety. For reference, staff have received complaints from residents trying to see around the front yard fence on Eustis Street near Summer Street. That fence is two lots or about 50 feet from the corner.

Snow storage was asked about at the last meeting. The boulevard is used for snow storage and how tall the banks are depends on the snow fall in a particular season. One thing to mention is that after the county plows the roads and public works staff plow the alleys, they go back to clean out the entrances to each alley. They push the snow at an angle onto the boulevards. I created a diagram to explain. That snow is added to what is plowed from the alleys and off the streets. This is in part what makes the banks at the alley entrances higher and makes for a difference in visibility between winter and summer.

Other than the wire fencing over the retaining wall at Bill Silverman's, there are no fences in side yard ROW anywhere in the city. The standard has been to be one-foot off the right-of-way for corner lots. The city discussed limiting fence heights long the sides of corner lots when discussing the front yard fence regulations. Following is a refresher on other cities requirements.

Falcon Heights. No fences in the right-of-way. 6' height limit on side and rear yard fences. Fences on corner lots must be set back one foot from the rear and side property lines.

Minneapolis. No fences in the right-of-way. No fence within 15' of an alley intersection if the zoning administrator finds it will obstruct a driver's view of approaching, merging, or intersecting traffic. Side yard fences on corners shall not exceed three feet in height until they reach where the side wall and rear wall of the principal structure meet (after that six feet). Fences on corner lots may increase to four feet if constructed of open, decorative, ornamental fencing that are less than 60% opaque.

Roseville. No fences in the right-of-way. Side yard fences allowed up to 6 ½ feet. A fence may not be placed in a sight visibility triangle on a corner lot measured 45 feet along each curb line. Unclear whether this applies to alleys.

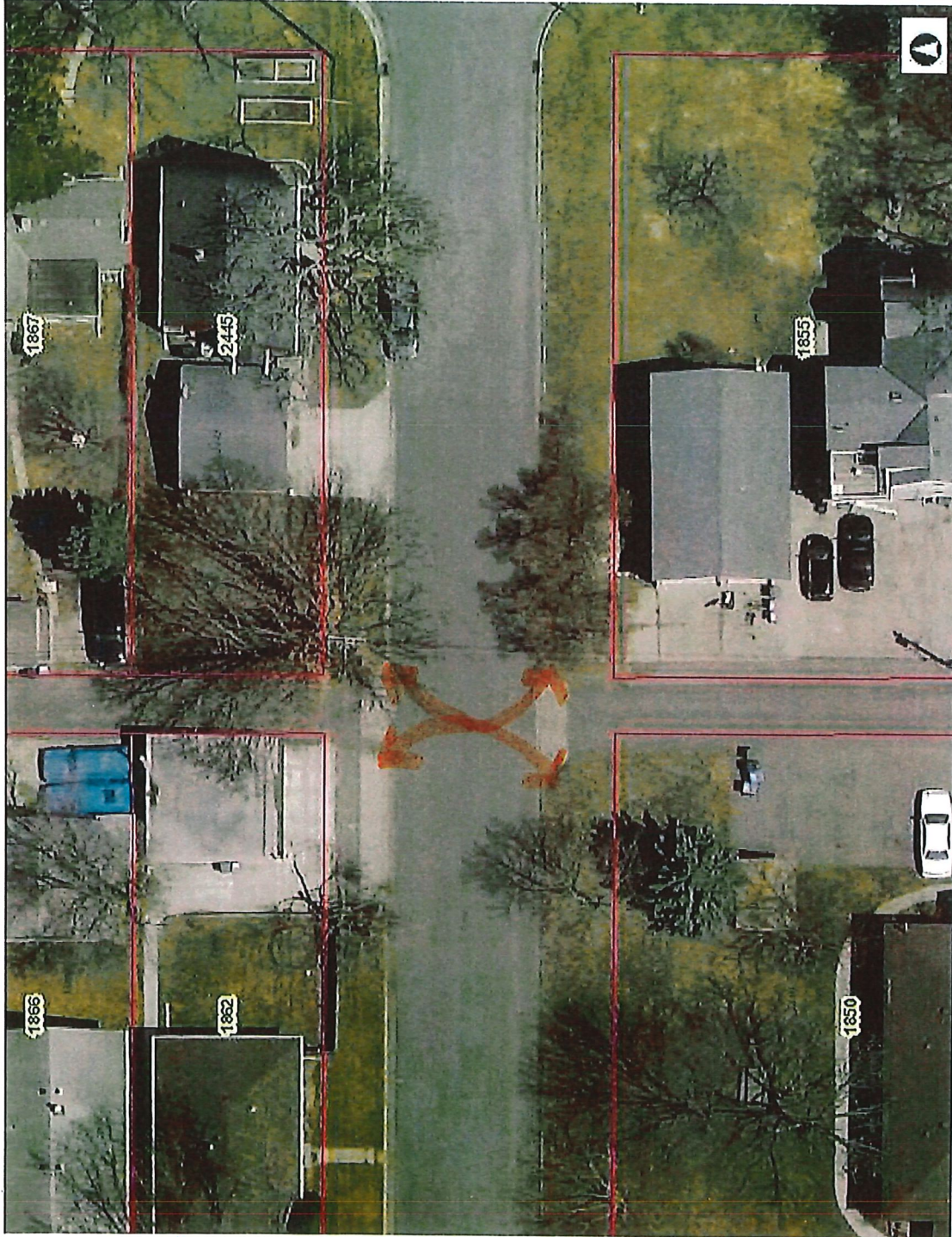
St. Anthony. Fences must be located on owners' property. Side yard fences may be six feet in height on corner lots behind the nearest front corner of the principal building. Vision triangles at alleys and driveways: no fence shall be placed in such a manner as to materially impede vision between the height of 2 ½ feet and 10 feet above the centerline grades of the intersection of a street and alley or driveway such that a clear line of vision is possible of the intersecting

street from a distance of 15 feet along the edge of the street and along the alley or driveway, and a third line connecting the other sides.

St. Paul. No fences in the right-of-way. Side yard fences no more than seven feet tall. On a corner lot at two intersecting streets, fences shall be no more than two feet tall in the triangular area of the lot, 10 feet from the corner, unless that fence is more than 80% open (chain link).

Let me know if this sparks additional questions.

Heather Butkowski  
City Administrator  
City of Lauderdale  
1891 Walnut Street  
Lauderdale, MN 55113  
651.792.7657  
[heather.butkowski@lauderdalemn.org](mailto:heather.butkowski@lauderdalemn.org)



60.0  
30.00  
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NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
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THIS MAP IS NOT TO BE USED FOR NAVIGATION

Legend



- City Halls
- Schools
- Hospitals
- Fire Stations
- Police Stations
- Recreational Centers
- Parcel Points
- Parcel Boundaries
- Personal Properties

Notes

Enter Map Description