

**LAUDERDALE CITY COUNCIL MEETING AGENDA**  
**7:30 P.M. TUESDAY, AUGUST 25, 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/89356731387?pwd=UW0vV1lmWkpBRkVNaS8vUIJlQkIwZz09> with Password: 352808 or call 1-301-715-8592 with webinar ID: 893 5673 1387.

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 August 18, 2020 City Council Meeting
  - c. Claims Totaling \$20,829.50
4. **CONSENT**
  - a. Amended North Suburban Communications Commission Joint and Cooperative Agreement for the Administration of Cable Communication Franchise.
5. **SPECIAL ORDER OF BUSINESS/RECOGNITIONS/PROCLAMATIONS**
6. **INFORMATIONAL PRESENTATIONS / REPORTS**
  - a. 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. 082520A
- c. Capitol Region Watershed District Cooperative Agreement with the City of Lauderdale for Construction and Maintenance of Gasperre Raving Improvements
- d. Capitol Region Watershed District Cooperative Agreement with the Cities of Lauderdale and Falcon Heights for Construction and Maintenance of Fowell/Fulham Outfall Improvements.
- e. Capitol Region Watershed District Cooperative Agreement with the Cities of Lauderdale, Falcon Heights, Ramsey County, and University of Minnesota for Construction and Maintenance of Seminary Pond Improvements.

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

**10. ADDITIONAL ITEMS**

**11. SET AGENDA FOR NEXT MEETING**

- a. 2021 Budget and Levy
- b. 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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August 18, 2020

**Call to Order**

Mayor Gaasch called the Regular City Council meeting to order at 7:32 p.m.

**Roll Call**

Councilors present: Andi Moffatt, Jeff Dains, Roxanne Grove, and Mayor Mary Gaasch.

Councilor absent: Kelly Dolphin.

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

**Approvals**

Mayor Gaasch asked if there were any additions to the meeting agenda. Councilor Dains stated that he would like to add a potential police meeting to the Community Development Update. There being nothing else Councilor Dains moved and seconded by Councilor Grove to approve the agenda. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any corrections to the minutes of the July 28, 2020 city council meeting. There being none, Councilor Moffatt moved and seconded by Councilor Dains to approve the minutes of the July 28, 2020 city council meeting. Motion carried unanimously on a roll call vote.

Mayor Gaasch asked if there were any questions on the claims. There being none, Councilor Grove moved and seconded by Councilor Dains to approve the claims totaling \$120,333.78. Motion carried unanimously on a roll call vote.

**Consent**

Councilor Dains moved and seconded by Councilor Grove to approve the Consent Agenda thereby acknowledging the July Financial Report and adopting the 2021-2025 Ramsey County GIS Users Joint Powers Agreement (JPA).

**Informational Presentations/Reports**

A. CTV Update and Proposed Changes to Joint Powers Agreement (JPA) by Dana Healy  
Dana Healy, CTV Executive Director, joined the meeting remotely to provide an update and review the proposed changes to the JPA. The recommended changes would allow cities not continuous to existing member cities to join in order to improve the financial health of the organization.

A. City Council Updates

Councilor Dains shared that the Mississippi Watershed Management Organization (MWMO) had a discussion regarding climate change and green initiatives at their past meeting. The plan was for the MWMO to create an outline of their plans and share them at a city council meeting in the near future.

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HELD REMOTELY VIA TELECONFERENCE

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Mayor Gaasch added that conversations taking place within the Ramsey County League of Local Governments (RCLLG) and the Regional Council of Mayors are focused on the reopening of schools. Gaasch stated that the Minneapolis Regional Chamber of Commerce sent notice of a program called Young Entrepreneurs Academy that staff will forward to community members.

**Discussion/Action Item**

**A. Draft Fence Ordinance Revisions**

Over the past year, the Council has been revising the fence ordinance to alleviate issues that come from dealing with requests by residents to deviate from the current standards. This has been especially important for considering whether to allow front yard fences and whether to revise standards for corner lots. Among many topics, the Council discussed sight line issues for cars to safely pass through alleyways and roadways, and the level of fence opaqueness in order to determine requirements for people to clearly see over or through a given fence.

After continued discussion, the Council was in consensus on developing a sight line triangle provision. Staff were to place stakes on corner lots noting different distances for consideration. They agreed to bring the topic back for a discussion at the next meeting with the goal of having a public hearing at the first meeting in September and adoption by the end of September.

**B. Request for a Fence in the Right-of-Way at 2445 Summer Street – Resolution No. 081820A**

Due to one of the council member's absence from the meeting, the Council tabled the discussion until the next meeting.

**Set Agenda for Next Meeting**

Administrator Butkowski stated that the August 25 council meeting may include the storm water project agreements, the 2021 budget and levy, the Cable Commission JPA, and Halloween ideas.

**Work Session**

**A. Coronavirus Impacts Update**

Butkowski asked the Council if they needed any additional technology to help them conduct meetings from home using CARES Act funding.

Councilor Dains asked the Council to reconsider opening the dog park. The Council discussed their role in ensuring public health and whether opening the dog park fit into that plan.

Council member Dains made a motion to open the dog park to six people or less, as long as social distancing was maintained, proper signage was posted; and the Council would close the dog park if violations were reported. Councilor Moffatt seconded the motion to continue the discussion. After further discussion, the motion carried unanimously on a roll call vote.

Mayor Gaasch added that City staff will make further decisions regarding the parks and will relay any problems back to the Council.



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MEETING MINUTES  
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**B. Community Development Update**

Butkowski stated that staff had a pre-construction meeting about Skyview Park earlier in the day. Last week, staff discovered a boxelder tree had grown around a survey monument. The plan was to move the playground a few feet to the north as the monument cannot be removed. While disappointing, it does not stop the project from moving ahead. Goodmanson Construction will start excavation and concrete work on August 30 with playground equipment installation scheduled for the third week of September.

City staff also met earlier in the day with the city engineer to finalize the list of items to complete the Eustis Street / Roselawn Avenue project. The main items that need to be completed were raising the manhole covers on Roselawn Avenue and some concrete repair work.

Street sweepers will be out in Lauderdale on August 19 to clean up debris left from the weekend storms and to clean the storm drains.

The Council asked Butkowski for an update on connecting residents with policing questions with the St. Anthony Police Chief. She said she reached out to any resident that had contacted staff, Council, or made comment on social media. The Council will discuss options for a presentation by the Chief in the fall.

**C. Opportunity for the Public to Address the City Council**

Mayor Gaasch opened up the floor to anyone in attendance interested in addressing the Council. There being no people interested in speaking, Mayor Gaasch closed the floor.

**Adjournment**

Councilor Dains moved and seconded by Councilor Grove to adjourn the meeting at 9:08 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 25, 2020  
**Subject:** List of Claims

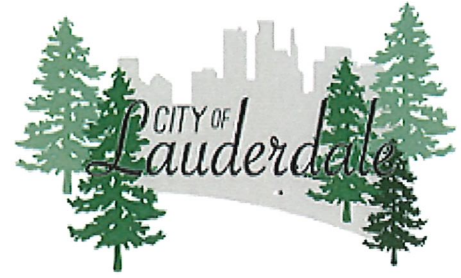
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The claims totaling \$20,829.50 are provided for City Council review and approval that includes check numbers 27050 to 27058.

# Accounts Payable

## Checks by Date - Detail by Check Date

User: MILES.CLIN  
Printed: 8/20/2020 4:22 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	34	AFSCME MN Council 5 PR Batch 51700.08.2020 Union Dues	08/21/2020 PR Batch 51700.08.2020 Uni	210.24
Total for this ACH Check for Vendor 34:				210.24
ACH	43	Public Employees Retirement Association PR Batch 51700.08.2020 PERA Coordinated PR Batch 51700.08.2020 PERA Coordinated	08/21/2020 PR Batch 51700.08.2020 PER PR Batch 51700.08.2020 PER	1,020.79 1,177.84
Total for this ACH Check for Vendor 43:				2,198.63
ACH	44	Minnesota Department of Revenue PR Batch 51700.08.2020 State Income Tax	08/21/2020 PR Batch 51700.08.2020 Stat	654.76
Total for this ACH Check for Vendor 44:				654.76
ACH	45	ICMA Retirement Corporation PR Batch 51700.08.2020 Deferred Comp PR Batch 51700.08.2020 Deferred Comp	08/21/2020 PR Batch 51700.08.2020 Defi PR Batch 51700.08.2020 Defi	1,658.68 1,075.99
Total for this ACH Check for Vendor 45:				2,734.67
ACH	46	Internal Revenue Service PR Batch 51700.08.2020 Medicare Employee Pc PR Batch 51700.08.2020 Medicare Employer Po PR Batch 51700.08.2020 Federal Income Tax PR Batch 51700.08.2020 FICA Employee Portio PR Batch 51700.08.2020 FICA Employer Portio	08/21/2020 PR Batch 51700.08.2020 Mec PR Batch 51700.08.2020 Mec PR Batch 51700.08.2020 Fed PR Batch 51700.08.2020 FIC. PR Batch 51700.08.2020 FIC.	267.26 267.26 1,749.87 1,142.73 1,142.73
Total for this ACH Check for Vendor 46:				4,569.85
Total for 8/21/2020:				10,368.15
27050	65 17010548	Allstream Inc. Fax Line	08/25/2020	52.83
Total for Check Number 27050:				52.83
27051	184 4054449534 4058191448	Cintas August Uniforms August Uniforms	08/25/2020	11.03 11.03
Total for Check Number 27051:				22.06
27052	33 20-004	City of Falcon Heights July Fire Calls	08/25/2020	457.68
Total for Check Number 27052:				457.68
27053	2	City of St Paul	08/25/2020	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	IN42292	Bi-Annual Street Lighting Electricity		14.76
			Total for Check Number 27053:	14.76
27054	25	County of Ramsey	08/25/2020	
		PR Batch 51700.08.2020 Short Term Disability	PR Batch 51700.08.2020 Sho	64.67
		PR Batch 51700.08.2020 Long Term Disability	PR Batch 51700.08.2020 Lon	94.47
		PR Batch 51700.08.2020 Life Insurance	PR Batch 51700.08.2020 Life	295.06
	RISK-002063	Insurance Processing Fee		25.00
			Total for Check Number 27054:	479.20
27055	134 00103	Katrina Joseph July Legal Services	08/25/2020	
				925.00
			Total for Check Number 27055:	925.00
27056	12	North Suburban Access Corporation	08/25/2020	
	2020-134	July Webstreaming & Archiving		278.83
	2020-134	July Virtual Meeting Charges		150.00
	2020-149	Remote Meeting Production Fees		1,557.00
			Total for Check Number 27056:	1,985.83
27057	305	SBRK Finance Holdings Inc	08/25/2020	
	INV-003942	Annual Maintenance Fee		4,560.50
	INV-003942	Annual Maintenance Fee		977.25
	INV-003942	Annual Maintenance Fee		977.25
			Total for Check Number 27057:	6,515.00
27058	91	Suburban Ace Hardware	08/25/2020	
	118328	Mounting Tape		8.99
			Total for Check Number 27058:	8.99
			Total for 8/25/2020:	10,461.35
			Report Total (14 checks):	20,829.50

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

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

Meeting Date August 25, 2020

ITEM NUMBER Cable Comm Joint Powers

STAFF INITIAL



APPROVED BY ADMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

At the last meeting, Dana Healy, CTV Executive Director, reviewed the proposed changes to the Amended North Suburban Communications Commission Joint and Cooperative Agreement. The changes will allow the Commission to bring in new members to improve the financial stability of the organization. The "clean" version of the agreement is attached and ready for approval.

### OPTIONS:

### STAFF RECOMMENDATION:

By approving the Consent Agenda, the Council approves the Amended North Suburban Communications Commission Joint and Cooperative Agreement for the Administration of Cable Communication Franchise.

**AMENDED  
NORTH SUBURBAN COMMUNICATIONS COMMISSION  
JOINT AND COOPERATIVE AGREEMENT  
FOR THE ADMINISTRATION OF 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 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 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 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.

**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 a majority of the appointed directors present and voting. Abstentions shall not be considered authorized votes cast.

## **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:

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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 25, 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 updated 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 exist in the area between home and the front yard setback 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 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 updated standards that apply to everyone to avoid arbitrary decision making processes.












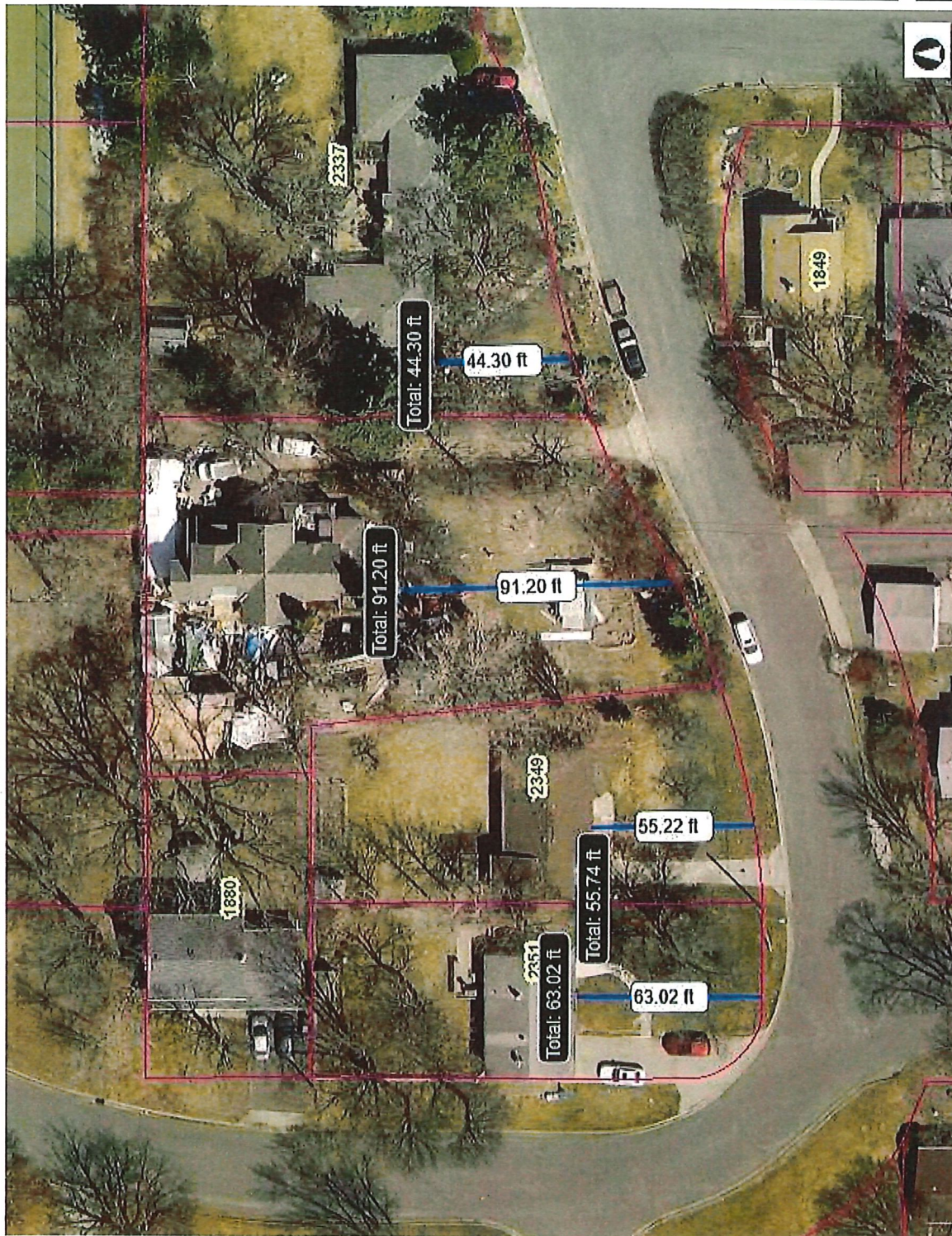
At the previous meeting, the Council discussed site lines at corners. Staff installed markers at 2445 Summer Street and 1736 Malvern Street. We will revisit the discussion during the meeting after the Council has time to look at the stakes.



# Legend



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



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## Notes

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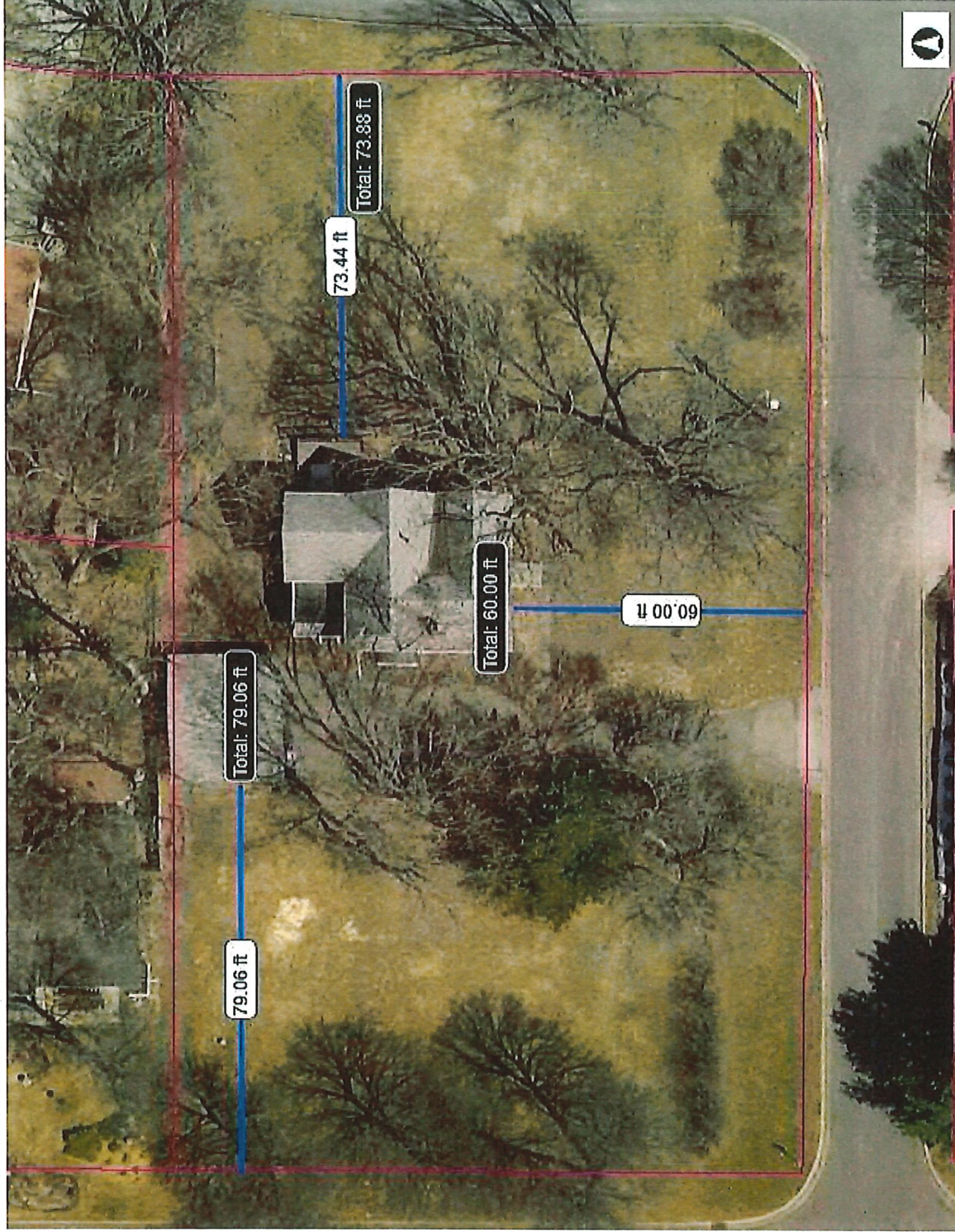
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# Legend



-  City Halls
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## Notes

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## 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:

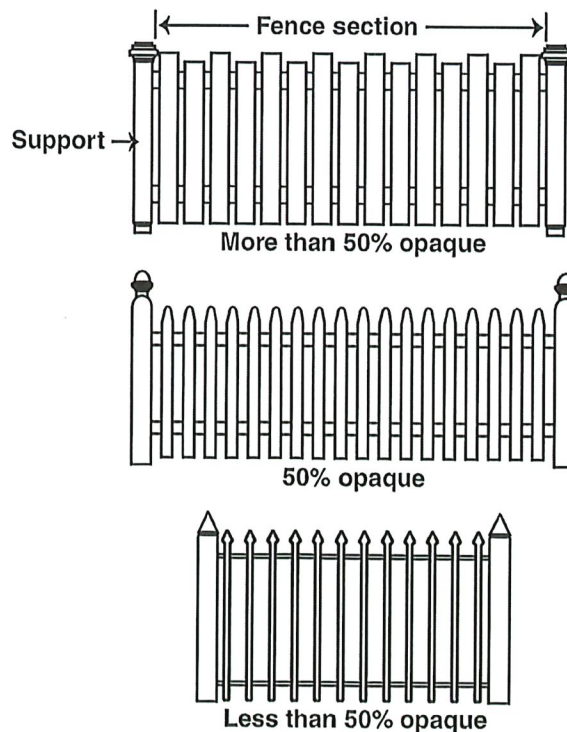
Boundary Fence: A fence parallel to the property line.

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.

#### Fence Opacity

Opacity (the degree to which light or views are blocked) is measured perpendicular to the fence for each fence section between supports.





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.~~

GB. 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.

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

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.

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.

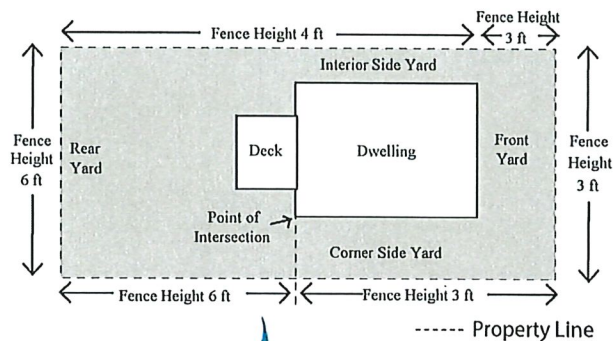
3. Front yard fences are required to have a gate of no less than three feet in width.

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.

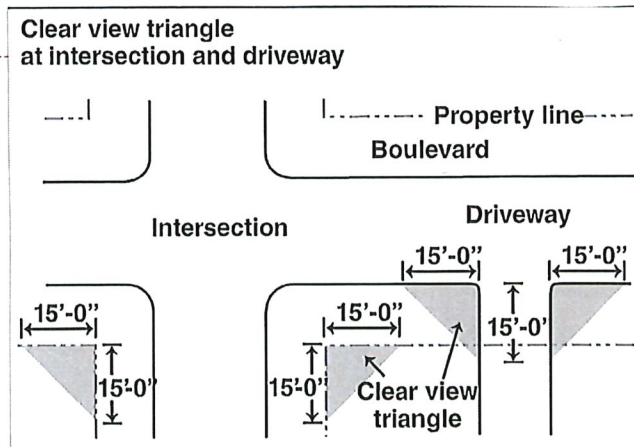
D. Corner side yard. Fences located in the required corner side yard setback shall not exceed three (3) feet in height. The maximum fence height may be increased by one (1) foot if constructed of open, decorative, ornamental fencing materials that are less than fifty (50) percent opaque. The maximum 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~~9: 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 25, 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 rational 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 rational 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 when safety issues arise due to the decreased visibility. Based on the outcome of the discussion, we will share the decision-making process with those that inquire.

**OPTIONS:**

Approve Resolution No. 082520A—as presented.  
Approve Resolution No. 082520A—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. 082520A**

**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 25, 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

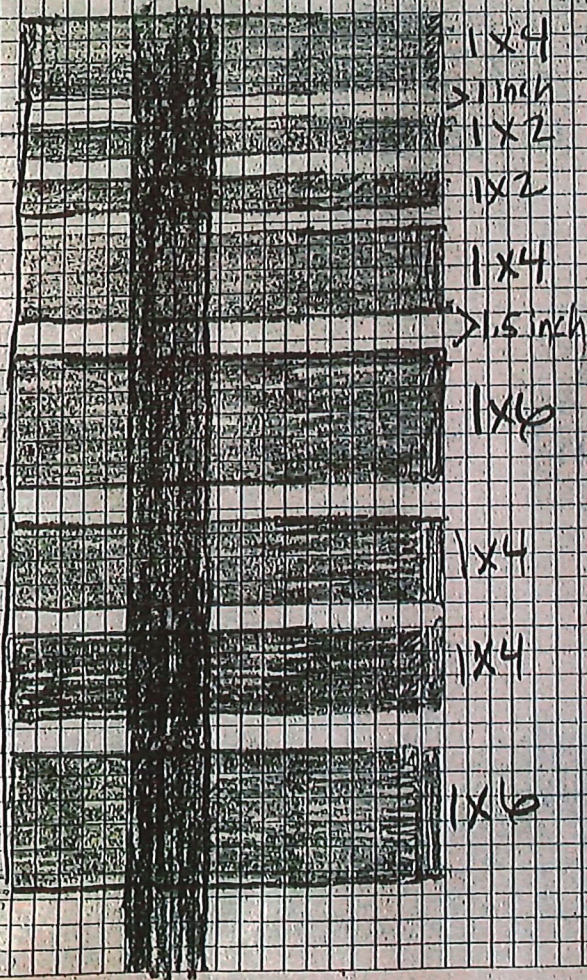
### FENCE DESIGN

1 square = 1 inch

CEDAR TONE WOOD

~8 Foot long panels

1-1.5 inch gaps between wood  
4 ft tall





ZACK + CLAIRE ZEHNER

2415 SUMMER STREET

126 ft x 40 ft

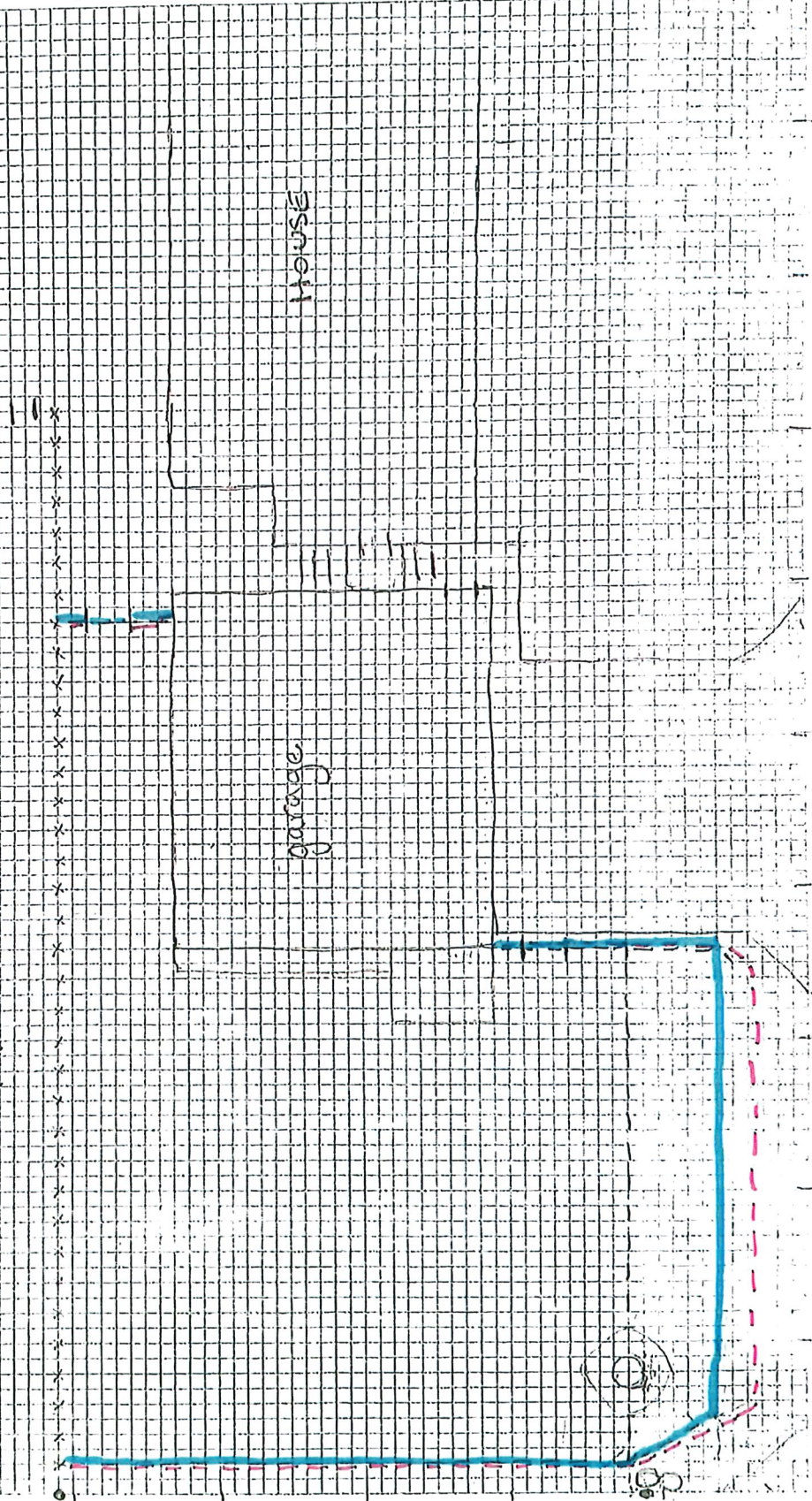
1 square = 1 foot

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

(o) tree

-H- gate

Revised July 6 2020 proposal



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

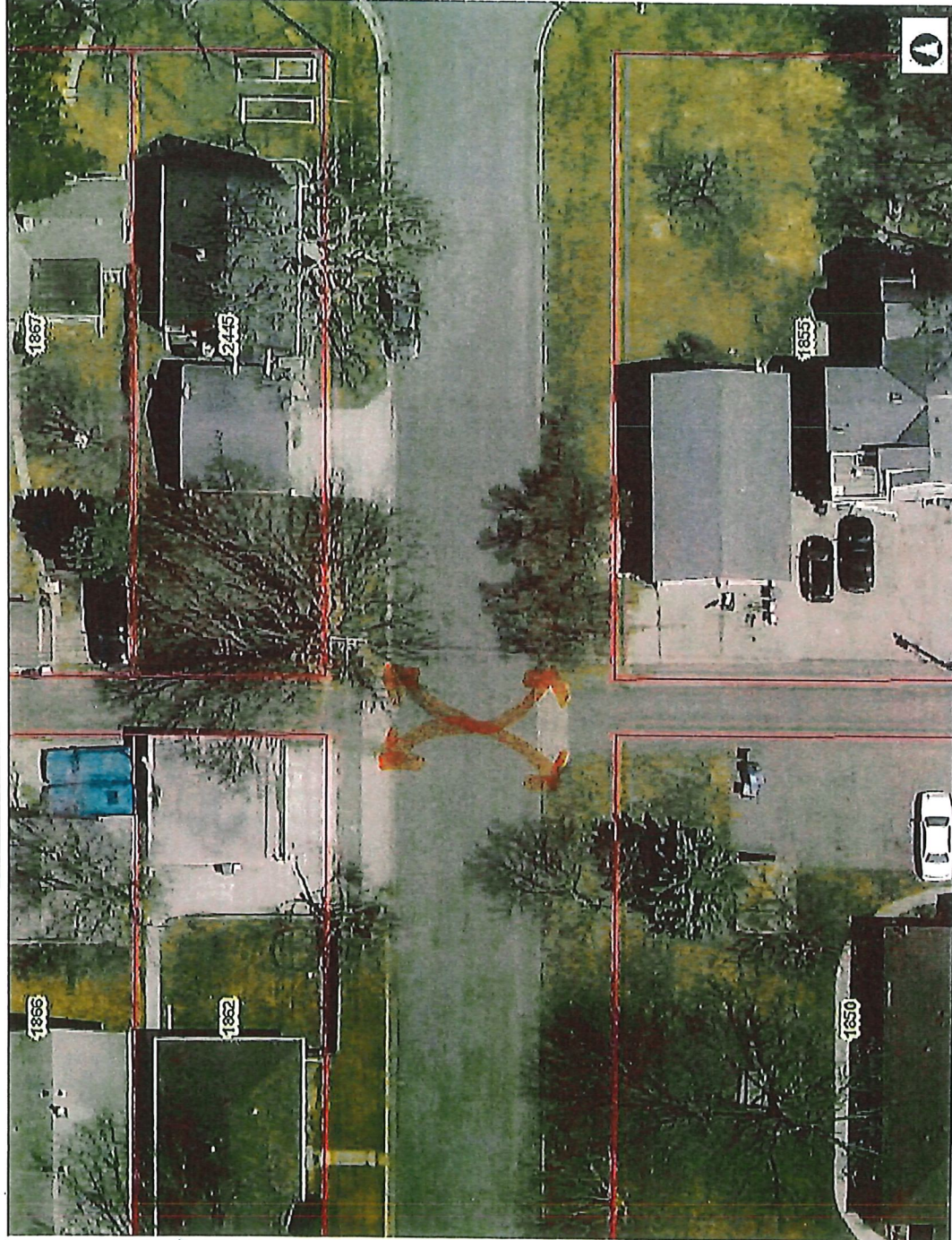
street from a distance of 15 feet along the edge of the street and along the alley or driveway, and a third line connecting the other sides.

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 60.0 Feet

NAD\_1983\_HARN\_Adj\_MN\_Ramsey\_Feet  
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**Legend**



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

**Notes**

Enter Map Description

## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

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

Meeting Date August 25, 2020

ITEM NUMBER Gasperre Ravine Repair

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

This is the first of three memos related to storm water repairs proposed in and around the Nature Area south of Larpenteur Avenue.

The ravine on the north side of the trolley tracks near Rosehill Townhomes is eroding (see photos that follow). This erosion expanded quickly after the Japanese knotweed treatments were successful and left bare soils. Capital Regions Watershed District (CRWD) and city staff have been working on a plan to fix the erosion with the support of Rosehill Townhomes. Their association board signed temporary and permanent easement agreements to allow for the repairs. Following is a copy of the agreement between CRWD and the City for the repair. The work was bid with the Luther Seminary Pond Project improvements to get best pricing. CRWD paid for all costs to date to engineer a solution and bid the project. The cost of the repairs is anticipated to be around \$60,000. Lauderdale is responsible for the construction costs and future maintenance. The construction costs will be paid to CRWD over three years from the storm water improvement fund.

This is a much needed repair that we were fortunate to have CRWD's engineering firm design, bid, and oversee construction of saving the city at least \$20,000.

### OPTIONS:

### STAFF RECOMMENDATION:

Motion to approve the Capitol Region Watershed District Cooperative Agreement with the City of Lauderdale for Construction and Maintenance of Gasperre Ravine Improvements.



**CAPITOL REGION WATERSHED DISTRICT COOPERATIVE AGREEMENT  
WITH CITY OF LAUDERDALE FOR  
CONSTRUCTION AND MAINTENANCE OF GASPERRE RAVINE IMPROVEMENTS**

Estimated Project Cost:     \$60,000

Exhibits:

A: Gasperre Ravine Project Area

This Agreement is between the Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D ("CRWD"), City of Lauderdale, a municipal corporation ("Lauderdale"), to apportion rights and responsibilities related to the construction and maintenance of the Gasperre Ravine improvements in Lauderdale, Minnesota ("Project").

**RECITALS**

1. The Project has been approved by CRWD (Resolution 20-\_\_\_\_\_) and by Lauderdale by motion on August 25, 2020.
2. The Project will provide ravine stability, erosion control and water quality improvements for Gasperre Ravine.
3. The Project area is located in Lauderdale. Lauderdale will secure any additional easements and access permissions from property owner(s) necessary for the construction and long-term maintenance of the Project.
4. Lauderdale will provide long-term maintenance of Project.
5. The Project includes installation of vegetated reinforced soil slope, grading, installation of rock and other erosion control measures in the ravine channel, and site restoration with native vegetation.
6. CRWD will manage the design and construction of the Project on behalf of Lauderdale.

**AGREEMENTS**

1. Responsibility for Design Engineering

- 1.1. CRWD is responsible for the preparation of all plans, specifications, proposals, and estimates for the Project.
  - 1.2. CRWD shall be responsible for 100% for all costs related to design engineering of the Project.
  - 1.3. Any changes requested after final design shall be the fiscal responsibility of the party requesting the change.
2. Procurement and Award of Contract
  - 2.1. CRWD will take bids in accordance with state law, watershed district statute and City rules.
  - 2.2. CRWD will award a contract and pay the contractor for all costs related to the Project.
3. Responsibility for Construction Engineering
  - 3.1. CRWD shall perform or contract the performance of the construction engineering for all elements of the Project.
  - 3.2. CRWD shall be responsible for 100% for all costs related to construction engineering.
4. Responsibility for Construction
  - 4.1. CRWD shall perform or contract the performance of the construction of the Project.
  - 4.2. Lauderdale will be responsible for 100% of construction costs.
5. Payment Schedule
  - 5.1. CRWD will invoice Lauderdale for construction costs starting after final completion of the Project.

- 5.2. Lauderdale will pay one-third of total actual construction costs by December 1<sup>st</sup> for three years starting in 2021 and ending in 2023.

## 6. Easement and Access Rights

- 6.1. Lauderdale will be responsible for securing all easement and access rights to construct, inspect, monitor, maintain, and repair the Project.

- 6.1.1. Lauderdale will assist CRWD in acquiring necessary temporary construction easements on behalf of CRWD to perform the project.

- 6.1.2. Lauderdale will secure necessary rights to allow CRWD to access the project site to provide tours of the project.

- 6.2. Lauderdale will issue all necessary permits and provide all necessary approvals to construct the Project at no cost to CRWD.

## 7. Maintenance Responsibility for Project

- 7.1. An operation and maintenance plan will be developed jointly by CRWD and Lauderdale during construction of the Project.

- 7.2. Lauderdale will be responsible for operation and maintenance of the Project as defined in the O&M plan and 100% of the O&M costs.

## 8. Ownership

- 8.1. Lauderdale shall retain ownership and responsibility of the entire Project. The area includes the area shaded in Green in Exhibit A. CRWD does not assume any responsibility of the Project except as specifically identified herein.

9. CRWD and Lauderdale shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this

Agreement shall constitute a waiver by CRWD or Lauderdale of any statutory or common law immunities, limits, or exceptions on liability.

10. Other provisions

10.1. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

10.2. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement or complete the Project. Parties understand that funding for the Project includes funds from CRWD and Lauderdale, and that each of these sources might have requirements for funding, contracting, procurement, data practices, prevailing wage, or record-keeping that is in addition to those included herein. Parties agree to cooperate in meeting any of these additional obligations.

10.3. Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.

10.4. Modification. It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.

10.5. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

*[Signature pages to follow]*

**City of Lauderdale**

\_\_\_\_\_

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

Mary Gaasch, Mayor

\_\_\_\_\_

Heather Butkowski, City Clerk-Administrator

**CAPITOL REGION WATERSHED DISTRICT**

\_\_\_\_\_  
Joseph Collins, Board President

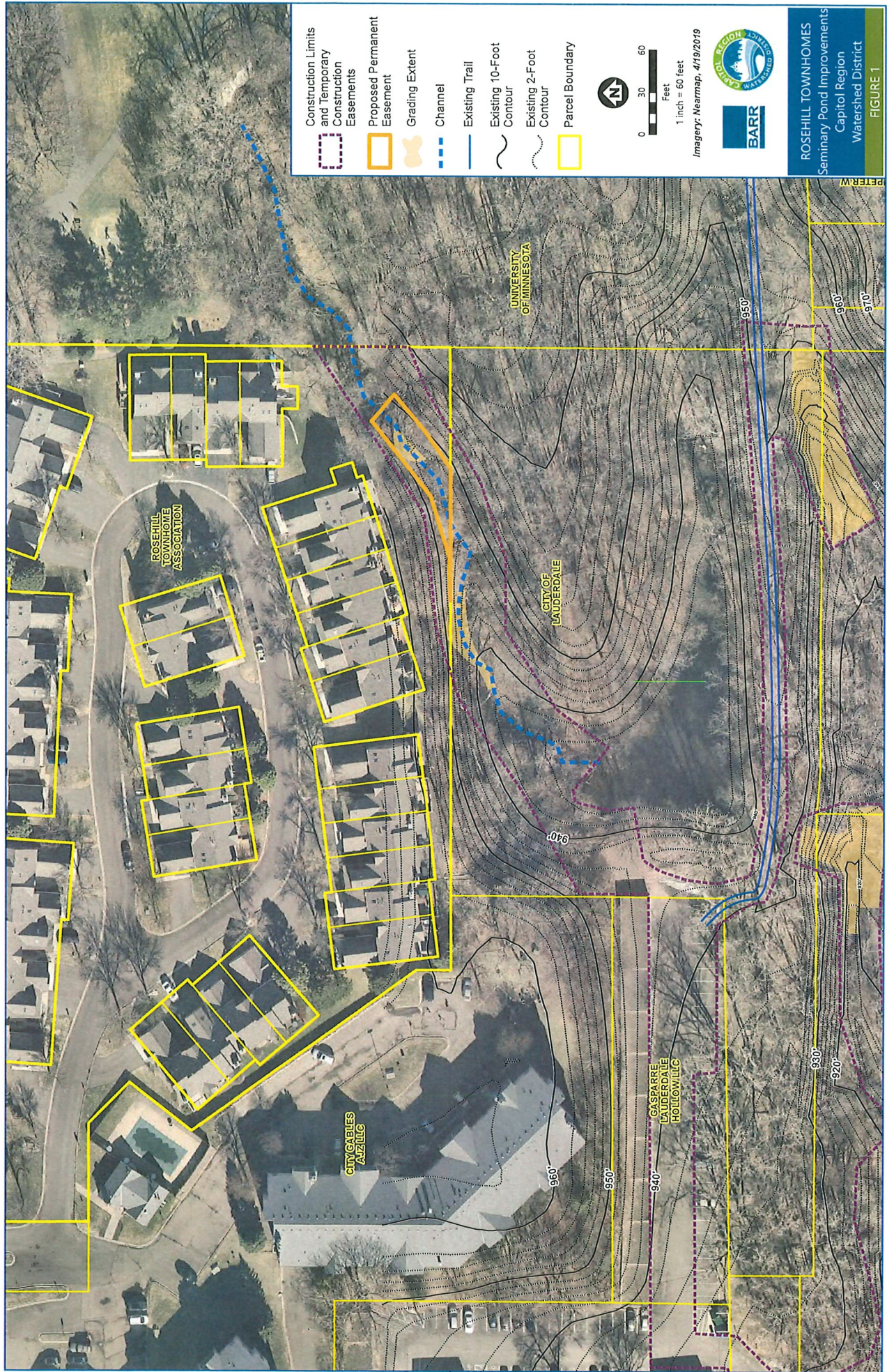
Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Doneux, Administrator

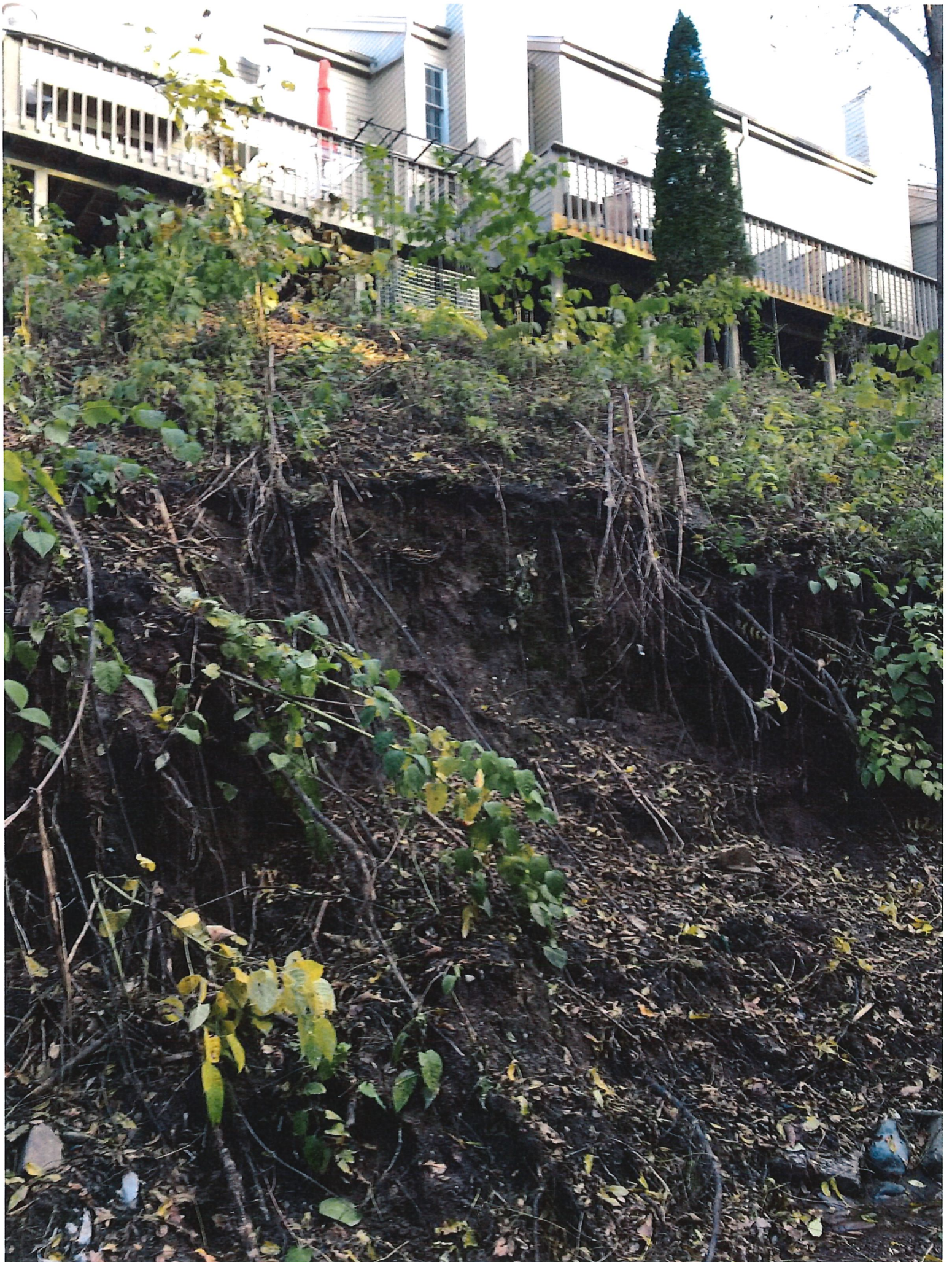
Approved as to form:

\_\_\_\_\_  
CRWD Attorney / Assistant County Attorney















## LAUDERDALE COUNCIL ACTION FORM

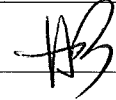
### Action Requested

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

Meeting Date August 25, 2020

ITEM NUMBER Fulham/Folwell Repair

STAFF INITIAL



APPROVED BY ADMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

This is the second of three memos related to storm water repairs proposed in and around the Nature Area south of Larpenteur Avenue.

A pipe starts at the corner of Folwell Avenue and Fulham Street on the Lauderdale / Falcon Heights border. The pipe goes down a steep embankment on Falcon Heights' property to the ravine that runs the south side of the trolley tracks in Lauderdale. The volume of water through this pipe is great and has washed out the area at the bottom of the pipe (see photos). To effectively move the volume of water from the top of the pipe to the bottom, the project would replace and extend the pipe through a series of grade changes and outlet close to the base of the ravine. This will take the energy out of the flow so it doesn't result in further erosion along the ravine. Lauderdale is cooperating with Falcon Heights on the project with Capital Regions Watershed District (CRWD) paying for all costs to engineer a solution and bid the project. The cost of the repairs is anticipated to be around \$100,000. Falcon Heights is responsible for the construction costs and future maintenance. Lauderdale needs to allow the infrastructure on city owned property. How far the project extends will depend on whether the adjacent private property owner will sign an easement agreement.

### OPTIONS:

### STAFF RECOMMENDATION:

Motion to approve the Capitol Region Watershed District Cooperative Agreement with the Cities of Lauderdale and Falcon Heights for Construction and Maintenance of Fowell/ Fulham Outfall Improvements.

**CAPITOL REGION WATERSHED DISTRICT COOPERATIVE AGREEMENT  
WITH CITIES OF LAUDERDALE AND FALCON HEIGHTS FOR  
CONSTRUCTION AND MAINTENANCE OF FOWELL/FULHAM OUTFALL  
IMPROVEMENTS**

Estimated Project Cost:     \$100,000

Exhibits:

A: Fowell Avenue and Fulham Street Outfall  
Area

This Agreement is between the Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D ("CRWD"), City of Falcon Heights, a municipal corporation ("Falcon Heights"), and City of Lauderdale, a municipal corporation ("Lauderdale"), to apportion rights and responsibilities related to the construction and maintenance of the Fowell Avenue and Fulham Street outfall improvements in Falcon Heights and Lauderdale, Minnesota ("Project").

**RECITALS**

1. The Project has been approved by CRWD (Resolution 20-\_\_\_\_\_), by Falcon Heights (Resolution \_\_\_\_\_) and by Lauderdale by motion on \_\_\_\_\_, 2020.
2. The Project will provide erosion control and water quality improvements for the outfall area near Fowell Avenue and Fulham Street (Exhibit A).
3. The Project area is partially located in Falcon Heights and Lauderdale. Falcon Heights will secure any additional easements and access permissions from property owner(s) necessary for the construction and long-term maintenance of the Project.
4. Falcon Heights will provide long-term maintenance of Project.
5. The Project includes extension of storm sewer pipe, installation of other storm sewer infrastructure, grading, and site restoration with native vegetation.
6. CRWD will manage the design and construction of the Project on behalf of Falcon Heights.

## AGREEMENTS

### 1. Responsibility for Design Engineering

- 1.1. CRWD is responsible for the preparation of all plans, specifications, proposals, and estimates for the Project.
- 1.2. CRWD shall be responsible for 100% for all costs related to design engineering of the Project.
- 1.3. Any changes requested after final design shall be the fiscal responsibility of the party requesting the change.

### 2. Procurement and Award of Contract

- 2.1. CRWD will take bids in accordance with state law, watershed district statute and City rules.
- 2.2. CRWD will award a contract and pay the contractor for all costs related to the Project.

### 3. Responsibility for Construction Engineering

- 3.1. CRWD shall perform or contract the performance of the construction engineering for all elements of the Project.
- 3.2. CRWD shall be responsible for 100% for all costs related to construction engineering.

### 4. Responsibility for Construction

- 4.1. CRWD shall perform or contract the performance of the construction of the Project.
- 4.2. Falcon Heights will be responsible for 100% of construction costs.

5. Payment Schedule

- 5.1. CRWD will invoice Falcon Heights for construction costs after final completion of the Project.
- 5.2. Falcon Heights will pay one-third of total actual construction costs by December 1<sup>st</sup> for three years starting in 2021 and ending in 2023.

6. Easement and Access Rights

- 6.1. Falcon Heights will be responsible for securing all easement and access rights to construct, inspect, monitor, maintain, and repair the Project.
  - 6.1.1. Falcon Heights will acquire necessary easements and permissions on behalf of CRWD to perform the Project.
  - 6.1.2. Falcon Heights will secure necessary rights to allow CRWD to access the project site to provide tours of the Project.
  - 6.1.3. Lauderdale will grant permission to CRWD and Falcon Heights for the construction of the Project within its jurisdiction.
  - 6.1.4. Falcon Heights will obtain an easement from Lauderdale upon final completion of the Project.
- 6.2. Falcon Heights will issue and obtain all necessary permits and provide all necessary approvals to construct the Project at no cost to CRWD.

7. Maintenance Responsibility for Project

- 7.1. Falcon Heights will be responsible for operation and maintenance of the Project and 100% of the O&M costs.

8. Ownership

- 8.1. Falcon Heights shall retain ownership and responsibility of the entire Project. CRWD and Lauderdale do not assume any responsibility of the Project except as specifically identified herein.



9. CRWD, Falcon Heights and Lauderdale shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by CRWD, Falcon Heights, or Lauderdale of any statutory or common law immunities, limits, or exceptions on liability.
10. Other provisions
  - 10.1. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.
  - 10.2. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement or complete the Project. Parties understand that funding for the Project includes funds from CRWD and Falcon Heights and that each of these sources might have requirements for funding, contracting, procurement, data practices, prevailing wage, or record-keeping that is in addition to those included herein. Parties agree to cooperate in meeting any of these additional obligations.
  - 10.3. Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.
  - 10.4. Modification. It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.
  - 10.5. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

*[Signature pages to follow]*

CITY OF FALCON HEIGHTS

\_\_\_\_\_  
Mayor Randy Gustafson

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

Approval recommended:

\_\_\_\_\_  
Sack Thongvanh, City Administrator

Approved as to Form:

\_\_\_\_\_  
City Attorney

CITY OF LAUDERDALE

\_\_\_\_\_ Date: \_\_\_\_\_  
Mary Gaasch, Mayor

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

**CAPITOL REGION WATERSHED DISTRICT**

\_\_\_\_\_  
Joseph Collins, Board President

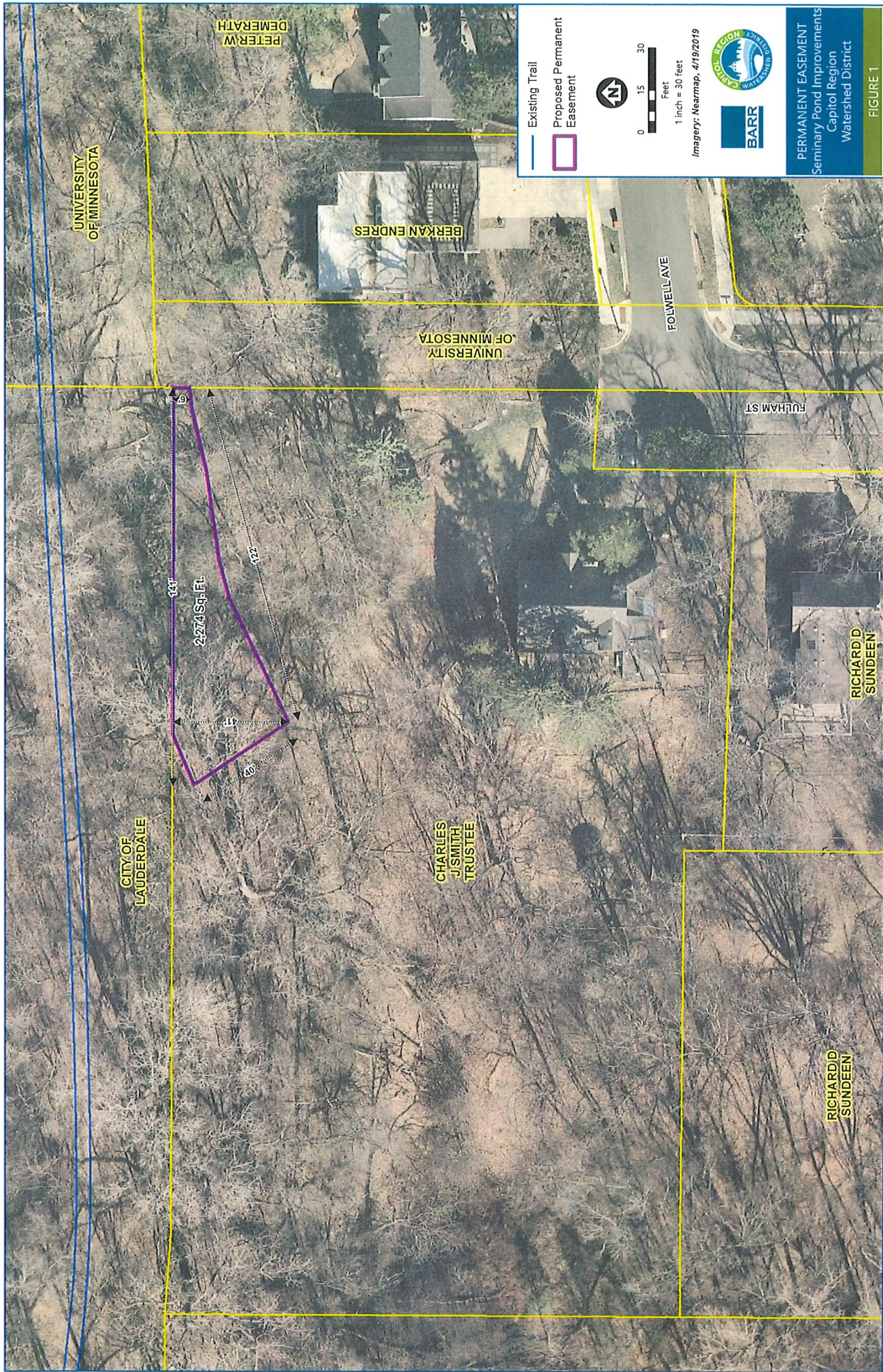
Date: \_\_\_\_\_

\_\_\_\_\_  
Mark Doneux, Administrator

Approved as to form:

\_\_\_\_\_  
CRWD Attorney / Assistant County Attorney



















## LAUDERDALE COUNCIL ACTION FORM

### Action Requested

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

Meeting Date August 25, 2020

ITEM NUMBER Seminary Pond Project

STAFF INITIAL AB

APPROVED BY ADMINISTRATOR

### DESCRIPTION OF ISSUE AND PAST COUNCIL ACTION:

This is the third of three memos related to storm water improvements proposed in and around the Nature Area south of Larpenteur Avenue.

The City, in partnership with Capitol Region Watershed District (CRWD), Ramsey County, Luther Seminary, and Greenway Village Apartments, began looking at water rate and quality issues around Seminary Pond at least four years ago. The efforts to improve storm water quality in the area culminate in a project to redo the pond the City installed on Luther Seminary property in the 1980s. The project required the cooperation of the original partners and Falcon Heights and the University of Minnesota to bring to fruition. Ultimately, CRWD secured grants and has committed the resources needed to make the project affordable to the partners. Lauderdale's share is about \$106,000. While this is still a big cost to the City, is a fraction of the cost of completing the improvements alone. The total cost with engineering and construction will exceed \$1,000,000.

### OPTIONS:

### STAFF RECOMMENDATION:

Motion to approve the Capitol Region Watershed District Cooperative Agreement with the Cities of Lauderdale, Falcon Heights, Ramsey County, and University of Minnesota for Construction and Maintenance of Seminary Pond Improvements.

**CAPITOL REGION WATERSHED DISTRICT COOPERATIVE AGREEMENT  
WITH CITIES OF LAUDERDALE AND FALCON HEIGHTS,  
RAMSEY COUNTY, AND UNIVERSITY OF MINNESOTA FOR  
CONSTRUCTION AND MAINTENANCE OF SEMINARY POND IMPROVEMENTS**

Estimated Project Cost:     \$590,000

Exhibits: A - Project Area Map

This Agreement is between the Capitol Region Watershed District, a watershed district created pursuant to Minnesota Statutes chapter 103D ("CRWD"), City of Falcon Heights, a municipal corporation ("Falcon Heights"), City of Lauderdale, a municipal corporation ("Lauderdale"), Ramsey County, a political subdivision of the State of Minnesota, ("County"), and Regents of the University of Minnesota, a Minnesota constitutional corporation, ("UMN"), collectively referred to as "Partners", to apportion rights and responsibilities related to the construction, maintenance, and stormwater crediting of the Seminary Pond stormwater improvements in Lauderdale, Minnesota ("Project").

**RECITALS**

1. The Project has been approved by CRWD (Resolution 20-\_\_\_\_\_), by Lauderdale by motion on \_\_\_\_\_, 2020, by Falcon Heights (Resolution \_\_\_\_\_), by Ramsey County (Resolution \_\_\_\_\_), and by UMN.
2. The Project will provide improvements to flood protection, water quality, and natural areas for surrounding communities as. The Project area is shown in Exhibit A.
3. Lauderdale holds a drainage and utility easement over a portion of the project area and will secure any additional easements and access permissions from property owners necessary for the construction and long-term maintenance of the Project.
4. CRWD, Lauderdale, Falcon Heights and Ramsey County will jointly participate in the long-term maintenance of the Project.
5. The Project includes pond excavation, installation of iron-enhanced sand filters, replacement and repair of storm sewer infrastructure, grading, raising the pond berm, installation of rock and other erosion control measures, establishment of long-term maintenance access, and site restoration with native vegetation.
6. CRWD will manage the design and construction of the Project on behalf of the Partners.

## AGREEMENTS

### 1. Responsibility for Design Engineering

1.1. CRWD is responsible for the preparation of all plans, specifications, proposals, and estimates for the Project.

1.2. Any changes requested after final design shall be the fiscal responsibility of the party requesting the change.

### 2. Procurement and Award of Contract

2.1. CRWD will take bids in accordance with state law, watershed district statute and City rules.

2.2. CRWD will award a contract and pay the contractor for all costs related to the Project.

### 3. Responsibility for Construction Engineering

3.1. CRWD shall perform or contract the performance of the construction engineering for all elements of the Project.

### 4. Construction Costs

4.1. Construction costs shall be distributed to the project partners as identified below.

4.1.1. UMN shall participate in a flat amount of \$58,715.

4.1.2. The remaining total construction costs, not including design and construction engineering costs, will be allocated as follows:

CRWD: 59%

Lauderdale: 18%

Falcon Heights: 16%



Ramsey County: 7%

4.2. Design Engineering Costs

4.2.1. CRWD shall be responsible for 100% for all costs related to design engineering of the Project.

4.3. Construction Engineering Costs

4.3.1. CRWD shall be responsible for 100% for all costs related to construction engineering.

5. Payment Schedule

5.1. CRWD will invoice Partners for construction costs after final completion of the Project.

5.2. Full payments from UMN and Ramsey County will be due within 35 days of receipt of an invoice.

5.3. Lauderdale and Falcon Heights will pay one-third of total actual construction costs by December 1<sup>st</sup> for three years starting in 2021 and ending in 2023.

6. Easement and Access Rights

6.1. Lauderdale will be responsible for securing all easement and access rights to construct, inspect, monitor, maintain, and repair the Project.

6.1.1. Lauderdale will acquire necessary temporary construction easements on behalf of CRWD to perform the project.

6.1.2. Lauderdale will secure necessary rights to:

6.1.2.1. Provide for signage to comply with requirements for project signage, as provided in, Minnesota Laws 2010, Chapter 361, article 3, section 5 (b) for Clean Water Fund projects.

6.1.2.2. Install, maintain, repair, and access monitoring equipment.

6.1.2.3. Allow CRWD to access to the project site for education and outreach purposes.

- 6.2. The Partners will issue all necessary permits and provide all necessary approvals to construct the Project at no cost to CRWD.

## 7. Maintenance Responsibility for Project Elements

- 7.1. An operation and maintenance plan will be developed by CRWD during construction of the project. Lauderdale, Falcon Heights, and Ramsey County will review and concur with the O&M plan prior to finalizing.
- 7.2. Until December 31, 2045, CRWD will be responsible for ensuring the maintenance and repair of the pond and iron-enhanced sand filters, including the items identified in the O&M plan.
- 7.3. After December 31, 2045, Lauderdale will be responsible for ensuring the maintenance of the pond and iron-enhanced sand filters including the items identified in the O&M plan.
- 7.4. Costs associated with maintenance or repair of the pond and iron-enhanced sand filters, including the items identified in the O&M plan, shall be allocated as follows:
  - 7.4.1. Until December 31, 2045, the total calendar year costs will be split amongst CRWD, Lauderdale, Falcon Heights and Ramsey County, according to the percentages of responsibility outlined in 4.1.2.
  - 7.4.2. After December 31, 2045, Lauderdale, Falcon Heights and Ramsey County will be responsible for 100% of the total calendar year costs and the percentages of responsibility are the following: Lauderdale – 45%, Falcon Heights - 40% and Ramsey County – 15%.
  - 7.4.3. The responsible party will invoice other participating partners within 60 days after the end of the calendar year for their portion of the maintenance costs for the previous calendar year.
  - 7.4.4. Partner payments to the responsible party will be made within 35 days of receipt of invoice.
- 7.5. Lauderdale shall be responsible for maintenance of all other infrastructure and vegetation within the project area three years after final construction completion.

8. Ownership

8.1. Lauderdale shall retain ownership or responsibility of the Project, including the pond, sand filters, and all associated infrastructure, except as specifically provided in this agreement after final completion or which is otherwise transferred to underlying property owners. Neither CRWD, nor any of the other Partners, assumes any responsibility of the Project except as specifically identified herein.

8.2. Lauderdale shall assume or retain ownership or responsibility of the ravines and other areas that are not transferred to the underlying property owners. Neither CRWD, nor any of the other Partners assumes any responsibility of these areas.

8.3. Partners shall retain ownership of their storm sewers and related infrastructure.

9. CRWD Regulatory Volume Credits

9.1. Upon payment of their share of the construction costs, CRWD will transfer stormwater volume banking credits to the Partners as follows:

9.1.1. Falcon Heights: 1,397 Cubic Feet

9.1.2. Lauderdale: 1,521 Cubic Feet

9.1.3. Ramsey County: 739 Cubic Feet

10. Partners shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the Partners of any statutory or common law immunities, limits, or exceptions on liability.

11. Other provisions

11.1. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

- 11.2. Cooperation and Compliance with Minnesota and Federal Law. Parties agree to cooperate in any manner necessary to effectuate this agreement or complete the Project. Parties understand that funding for the Project includes funds from CRWD, Lauderdale, Falcon Heights, Ramsey County, UMN, and the State of Minnesota through the Clean Water, Land, and Legacy Amendment, and that each of these sources might have requirements for funding, contracting, procurement, data practices, prevailing wage, or record-keeping that is in addition to those included herein. Parties agree to cooperate in meeting any of these additional obligations.
- 11.3. Records. All parties agree to maintain records of costs pertaining to the Project in accordance with Minnesota Statutes and relevant internal record keeping and accounting procedures.
- 11.4. Modification. It is understood and agreed by the parties hereto that this agreement shall not be modified or amended except in writing duly signed by each of the parties.
- 11.5. This agreement may be executed individually in counterparts, with each part an original, and together all parts form a single document.

*[Signature pages to follow]*



**City of Lauderdale**

\_\_\_\_\_

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

Mary Gaasch, Mayor

\_\_\_\_\_

Heather Butkowski, City Clerk-Administrator

**CITY OF FALCON HEIGHTS, MINNESOTA**

\_\_\_\_\_  
Mayor Randy Gustafson

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

Approval recommended:

\_\_\_\_\_  
Sack Thongvanh, City Administrator

Approved as to Form:

\_\_\_\_\_  
City Attorney

**RAMSEY COUNTY, MINNESOTA**

\_\_\_\_\_  
Ryan O'Connor, County Manager

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

Approval recommended:

\_\_\_\_\_  
Ted Schoenecker, Director  
Public Works Department

Approved as to form:

\_\_\_\_\_  
Assistant County Attorney



REGENTS OF THE UNIVERSITY OF MINNESOTA

\_\_\_\_\_

Mike Berthelsen, VP, University Services

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

CAPITOL REGION WATERSHED DISTRICT

\_\_\_\_\_  
Joseph Collins, Board President



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

\_\_\_\_\_  
Mark Doneux, Administrator

Approved as to form:

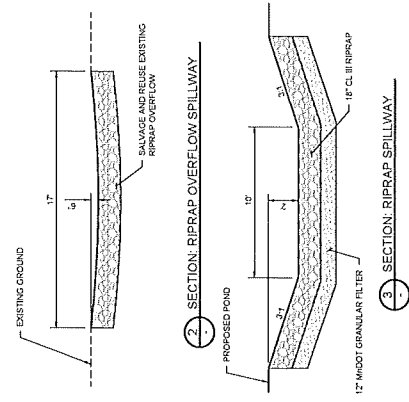
\_\_\_\_\_  
CRWD Attorney / Assistant County Attorney



- |                         |                         |                         |                         |                      |                                  |                             |                         |                     |              |                     |                   |                 |                          |                    |                            |                             |                          |                      |                      |   |
|-------------------------|-------------------------|-------------------------|-------------------------|----------------------|----------------------------------|-----------------------------|-------------------------|---------------------|--------------|---------------------|-------------------|-----------------|--------------------------|--------------------|----------------------------|-----------------------------|--------------------------|----------------------|----------------------|---|
| EXISTING MAJOR CONTOURS | EXISTING MAJOR CONTOURS | PROPOSED MAJOR CONTOURS | PROPOSED MAJOR CONTOURS | EXISTING STORM SEWER | EXISTING UNDERGROUND ELECTRICITY | EXISTING OVERHEAD TELEPHONE | EXISTING SANITARY SEWER | EXISTING WATER MAIN | EXISTING GAS | CONSTRUCTION LIMITS | DRAINAGE EASEMENT | WETLAND EXTENTS | EXISTING CHANNEL THALWEG | EXISTING TREE LINE | PROPOSED NORMAL WATER LINE | PROPOSED SLOTTED DRAIN TILE | PROPOSED SOLO DRAIN TILE | JURISDICTION WETLAND | PROPOSED ACCESS PATH | <br><br>0' 20' 40' 60' 80' 100' |
|-------------------------|-------------------------|-------------------------|-------------------------|----------------------|----------------------------------|-----------------------------|-------------------------|---------------------|--------------|---------------------|-------------------|-----------------|--------------------------|--------------------|----------------------------|-----------------------------|--------------------------|----------------------|----------------------|---|

**NOTES:**

1. UTILITY LOCATES ON DRAWING ARE APPROXIMATE AND MAY NOT REFLECT ALL UTILITIES WITHIN THE PROJECT LIMITS. CONTRACTOR RESPONSIBLE FOR VERIFICATION OF ALL UTILITY LOCATIONS AND DEPTHS PRIOR TO CONSTRUCTION.
2. ALL EXISTING UTILITIES TO BE PROTECTED UNLESS OTHERWISE NOTED.
3. INSTALL ALL EROSION CONTROL PRIOR TO ANY LAND DISTURBING ACTIVITIES IN ACCORDANCE WITH SWPPP



1 PLAN: SEMINARY POND EXPANSION

ISSUED FOR BID  
NOT FOR CONSTRUCTION

## SEMINARY POND IMPROVEMENTS

CAPITOL REGION WATERSHED DISTRICT  
ST. PAUL, MINNESOTA

Total#	AS SHOWN
Date	08/07/2020
Drawn	EPF
Checked	NDC
Designed	BAJR
Approved	NDC

**Principal Office:**  
BARR ENGINEERING CO.  
4300 MARKETPOINTE DRIVE  
Suite 200  
MINNEAPOLIS, MN 55435  
Ph: 1-800-432-2277  
Fax: (612) 832-7621

[illegible]

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION OR  
 REPORT WAS PREPARED BY ME OR UNDER MY DIRECT  
 SUPERVISION AND THAT I AM A DULY LICENSED  
 PROFESSIONAL ENGINEER UNDER THE LAWS OF THE  
 STATE OF MINNESOTA.

PRINTED NAME: NATHAN CAMPBELL  
 SIGNATURE: *Nathan Campbell*  
 REG. NO.: 0007008 LICENSE # 44817

NO.	BY	CHG. APP.	DATE	ISSUED FOR BUD.	REVISION DESCRIPTION
0	ELP	NDC	NDC	08/01/2020	