

Mayor: Dan Roe Councilmembers: Jason Etten Wayne Groff Robin Schroeder Julie Strahan	 City Council Agenda Monday, March 6, 2023 6:00 p.m. Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at: www.cityofroseville.com/attendmeeting	Address: 2660 Civic Center Dr. Roseville, MN 55113 Phone: 651-792-7000 Website: www.cityofroseville.com
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1. 6:00 P.M. Roll Call
Voting & Seating Order: Strahan, Etten, Schroeder, Groff, and Roe
2. 6:01 P.M. Pledge of Allegiance
3. 6:02 P.M. Approve Agenda
4. 6:03 P.M. Public Comment
5. Recognitions and Donations
6. 6:08 P.M. Items Removed from Consent Agenda
7. Business Items
 - 7.A. 6:10 P.M. Convene as the Board of Appeals
 - 7.A.i. Adjourn Board of Appeals & Reconvene as the City Council
 - 7.B. 6:55 P.M. Receive Quarterly Equity Update
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)
 - 7.C. 7:15 P.M. Receive 2022 Workforce Report
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
 - 7.D. 7:35 P.M. Consider Ordinances amending Titles 8 and 10 of the City Code regarding shoreland, wetland, stormwater, and sustainability regulations
Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

8. Council Direction on Councilmember Initiated Agenda Items

9. 7:55 P.M. **Approval of City Council Minutes**
Approve City Council Minutes from February 13, 2023

10. 8:00 P.M. **Approve Consent Agenda**

10.A. **Approve Payments**

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

10.B. **Approve 1 Temporary Liquor License, and 1 Tetrahydrocannabinol (THC) License**

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.C. **Approve General Purchases and Sale of Surplus Items in Excess of \$10,000**

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.D. **Authorize Planning and Design Services for New Park at 2381 Co. Road B. W**

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.E. **Approve Entering into a Memorandum of Agreement with Metro-INET Joint Powers Authority to provide internet services to the Ramsey County Library System on behalf of the City of Roseville**

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)

10.F. **Approve Long Lake Lift Station Easement Agreements**

Documents:

[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)

10.G. **Award Contract for DEI Training**

Documents:

10.H. Approve Ramsey County HOME-ARPA Grant Agreement

Documents:

11. 8:05 P.M. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager
12. 8:10 P.M. Adjourn

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 7.b

Department Approval



City Manager Approval



Item Description: Strategic Equity Update Q1 2023

BACKGROUND

Work is well underway in implementing the City's racial equity plan called the Strategic Racial Equity Action Plan (SREAP), which focuses on internal high-impact areas that need to be addressed immediately in the City's equity work. The priorities identified in this initial SREAP were intended to lay a foundation with city staff and operations to increase capacity for future equity and inclusion initiatives.

In addition to the organizational goals being implemented in the SREAP, city departments have been working through unique equity challenges and objectives related to their line of expertise. Quarterly progress on current SREAP goals is highlighted in the attachment, along with an update on upcoming staff training. As a reminder, updates to the SREAP are maintained on the city's Racial Equity and Inclusion webpage.

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. The City of Roseville is committed to taking tangible steps to normalize, organize and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

RACIAL EQUITY IMPACT SUMMARY

This presentation is related to the city's Strategic Racial Equity Action Plan.

FINANCIAL IMPACTS

There are no financial considerations in this equity update presentation.

STAFF RECOMMENDATION

REQUESTED COUNCIL ACTION

This presentation is for informational purposes.

Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: Equity Update Q1 2023.pdf

Strategic Equity Update Q1 2023



Strategic Racial Equity Action Plan Priority Areas:

- Workforce Diversity
- Commission Diversity
- Implementing a Racial Equity Toolkit

Last Update:

- Q4 2022

Racial Equity Narrative

- The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity.
- The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents.
- All City Departments will prioritize racial equity in their planning, delivery, and evaluation of programs, policies, and services.
- The City of Roseville is committed to taking tangible steps to normalize, organize, and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

Council Equity Update

Community Aspirations

As a community, we aspire to be:

- Welcoming, inclusive and respectful
- Safe and law-abiding
- Economically prosperous with a stable and broad tax base
- Secure in our diverse and quality housing and neighborhoods
- Environmentally responsible, with well-maintained natural assets
- Physically and mentally active and healthy
- Well-connected through transportation and technology infrastructure
- Engaged in our community's success as citizens, neighbors, volunteers, leaders, and business people

SREAP Priority 1 – Workforce Diversity



Data Collection



Data Analysis



Stakeholder Engagement



Workforce Report

Stakeholder Engagement

- Diversify Hiring Panels
- Better Prepare Applicants
- Improve Communication
- Process Improvement
- Compete

SREAP Priority 1 – Workforce Diversity

Efforts in progress

- **Implement SMART Goals**
 - Specific, Measurable, Achievable, Realistic, Timely
- **Continue Process Improvements**
- **Sustain Data Collection**

SMART Goals – Diversify the Workforce

Hiring Manager Training

Hiring Manager Packet

Onboarding Platform

Compensation and Classification Study

SREAP Priority 2 – Commission Diversity



Continuing to evaluate each recruitment season



Promotion of all vacancies, Youth Vacancies for Spring 2023

SREAP Priority 3 – Racial Equity Toolkit



Implement Racial Equity Toolkit & Racial Equity Impact Summaries



Continue improving REIS on council RCA's



Establish data repository for REIS and Racial Equity Toolkits for quarterly reviews

Council Equity Update

Additional DEI Initiatives - Training

2023 DEI All-Staff Training

All Full-Time Staff – April/May

- Foundations of DEI

Managers Supervisors – August/September

- Creating a Culture of Belonging
- Leading a Diverse Team

Department Heads – October/November

- Managing Conflict
- Courageous Conversations



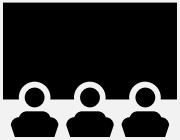
2022 DEI Leadership Training - completed

Department Heads – Sept. to Dec. 2022

- Creating a Brave Space
- Microaggressions
- Navigating Difficult Conversations on Race



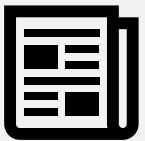
Proclamation Support



Display Cases at City Hall



HRIEC to review proclamation language



Educational opportunities for community members including a bi-monthly article in the City News



Questions?

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 7.c

Department Approval



City Manager Approval



Item Description: Presentation of 2022 Workforce Report

BACKGROUND

As part of ongoing implementation efforts of the City's Strategic Racial Equity Action Plan (SREAP), prioritizing the improvement of processes and systems to attract more diverse employees, a workforce report was developed to capture and begin analysis of demographic data for the City's entire workforce – full time staff, seasonal employees, volunteers, and commissioners. As part of the first priority of the SREAP, city administrative staff have worked diligently to put tools in place to gather demographic data, disaggregated by race and other categories, to better understand the current workforce and to provide a baseline of data for future progress. This is the first of an annual workforce report to track progress on DEI efforts and to better understand data needs going forward.

The 2022 Workforce Report provides data and an initial analysis of the data that is a snapshot in time of the City's workforce. Both quantitative and qualitative processes are being used to guide improvements and decision making related to hiring and recruitment processes across the city. Some of this data has led to the prioritization of 4 SMART (Specific, Measurable, Achievable, Realistic, Timely) goals deemed critical to success of future improvements, ideas, and programs related to hiring and recruitment efforts. The 4 SMART goals city staff will be working to implement and complete are:

1. Hiring manager training on updated processes, best practices, and bias awareness
2. A hiring manager packet intended to better prepare and lay out the process for hiring leaders, interview panels, and candidates.
3. Fully implementing an onboarding platform to standardize the collection of new hire information and information communicated to new hires (employee handbook, equity narrative, onboarding training, etc.).
4. Completion of a Compensation and Classification Study allowing the organization to better understand current roles and responsibilities, pay equity, and to better position the city to be competitive in the job market.

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. The City of Roseville is committed to taking tangible steps to

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37 **RACIAL EQUITY IMPACT SUMMARY**

38 This presentation is related to the city's Strategic Racial Equity Action Plan.

39 **FINANCIAL IMPACTS**

40 There are no financial considerations in this equity update presentation.

41 **STAFF RECOMMENDATION**

42 **REQUESTED COUNCIL ACTION**

43 This presentation is for informational purposes.

44

Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: 2022 Workforce Report.pdf



2022

WORKFORCE REPORT



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The City of Roseville, MN, 2022 Workforce Report provides a snapshot of the current workforce including full time and benefit eligible employees, seasonal employees, and volunteers for the City as an employer. As City leaders and staff continue to move forward implementing new solutions, improving existing process, programs, and services, and integrating a racial equity lens in decision-making, this report should serve as a tool to help meet the organizational mission and attain the community values outlined in the City's Community Aspirations (listed below).

This report is an important tool in providing a comprehensive profile of current City of Roseville staff and community. As this is the City's first workforce report, current demographic data serves as a baseline for intentional progress from ongoing diversity, inclusion, and equity improvement initiatives. This report aligns with the first priority of the City's Strategic Racial Equity Action Plan to improve current recruitment and hiring processes to diversity the city's workforce. Primary data sources for this report include self-identified demographic data collected annually, U.S. Census Bureau data as of 2020, and 2017-21 American Community Survey data, providing the following information:

- A demographic breakdown of City of Roseville ½, ¾, and Full-Time benefit eligible employees
- A demographic summary of available, optional, seasonal, volunteer, and commissioner data.
- A summary of known current and future process improvement initiatives to lead to desired outcomes in diversifying the workforce long-term.

The data presented in this report is a start to understanding the City's current workforce profile, the systems and processes in place that led to today's environment and hiring challenges, and changes needed, based on data, to create a more diverse and community represented internal workforce. There are external challenges from a highly competitive labor market to a need to recruit BIPOC students into STEM, finance, and related career fields specific to the services provided by local government. To stay up to date on the City's racial equity and inclusion initiatives, visit [Racial Equity and Inclusion | Roseville, MN - Official Website \(cityofroseville.com\)](https://cityofroseville.com/racial-equity-and-inclusion).

A more in-depth demographic breakdown is provided of City of Roseville full time and benefit eligible employees below, as of November 2022. The 2020 Census confirms the City of Roseville and surrounding communities are continuing to increase in diversity. The City of Roseville strives to recruit and retain staff, as well as provide quality programs and services reflective of the changing community.

Thomas Brooks, Equity and Inclusion Manager

Mission

To provide ethical, efficient, and responsive local government, in support of community aspirations, guided by policies of the City Council, and implemented by professional staff, to ensure that Roseville remains strong, vibrant, and sustainable for current and future generations.

Community Aspirations

As a community, we aspire to be...



Welcoming, inclusive, and respectful



Physically and mentally active and healthy



Well-connected through transportation and technology infrastructure



Secure in our diverse and quality housing and neighborhoods



Safe and law abiding



Environmentally responsible, with well-maintained natural assets



Economically prosperous, with a stable and broad tax base



Engaged in our community's success as citizens, neighbors, volunteers, leaders, and businesspeople

Departments

As of November 2022, the City of Roseville had 220 full time and benefit eligible employees, over 200 seasonal employees, and approximately 2,118 active volunteers, in addition to 5 elected leaders on the City Council and 44 City Commissioners to advise the City Council.

Administration

The Administration Department is responsible for carrying out the City Council's policies and administering City business.

Community Development

The Community Development Department works to provide a safe and quality living.

Finance

The Finance Department is responsible for all City financial operations, information systems, and licensing. The Finance department includes the Roseville License Center which provides licensing for the Minnesota Department of Public Safety and passport services.

Fire

The Roseville Fire Department provides fire, first responder medical and rescue services.

Parks & Recreation

The Parks and Recreation Department manages the City's 32 parks and various recreational facilities and works to plan and promote recreation activities that meet the needs of Roseville.

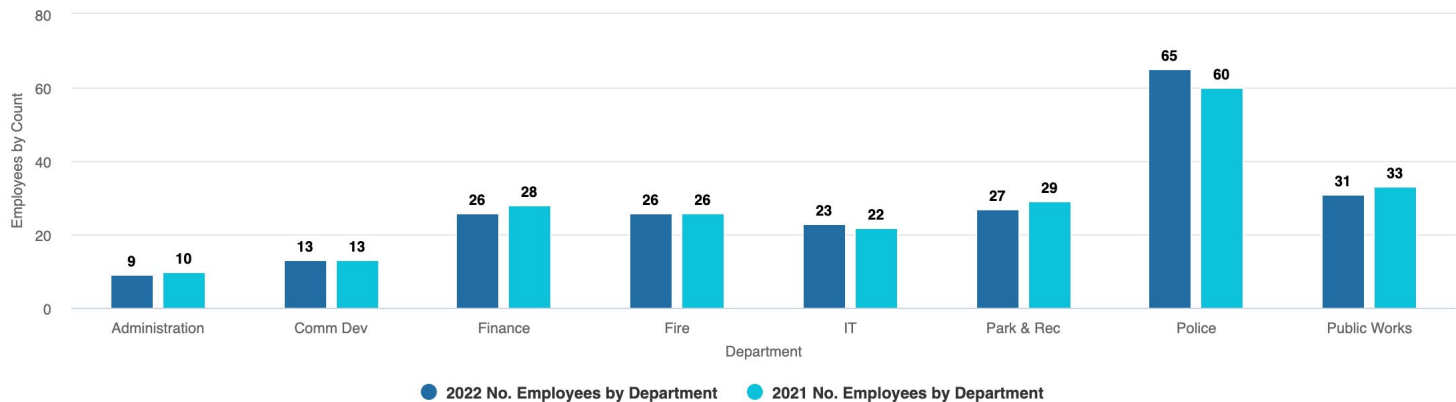
Police

The Police Department strives to keep a safe community through Community Oriented Policing.

Public Works

The Public Works Department provides construction, maintenance and utility services to the City of Roseville.

2022 Roseville Workforce - Employee Count by Department



*This data was retrieved through an annual survey administered during the City's open enrollment period in November 2022, completed by all benefit-eligible employees.

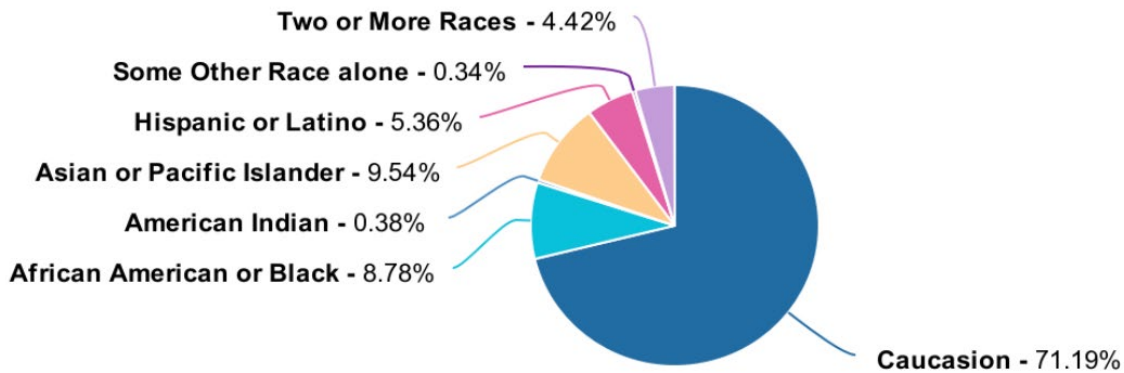
About Roseville, MN

The City of Roseville incorporated as a city in 1948 on land that was obtained through a broken treaty and served as home to the Dakota and Ojibwe people. The City serves a community of approximately 36,254 residents according to preliminary 2020 U.S. Census Bureau data. Roseville, MN is a city nestled between the two largest cities in the Twin Cities metro – Minneapolis and Saint Paul – while surrounded by a few other suburban cities – Arden Hills, Lauderdale, Little Canada, Maplewood, and New Brighton. With Rosedale Center, Roseville is a major retail and commercial destination in the Twin Cities, attracting tens of thousands of visitors a day who work, shop, eat, and play in the city. Residents identifying with communities of color have grown to represent approximately 28.81% of residents, an increase from 18.69% in 2010.

Roseville, MN 2020 Census Survey Results

Minnesota topped the nation with a 75.1% self-response rate. Ramsey County had 79.1% self-response rate, and Roseville had an 84.9% response rate.

City of Roseville Community Demographics



*This data is based on 2020 Census results.

Category	2010 Numbers	% of Population	2020 Numbers	% of Population	Net Gain (+/-)	% Change (+/-)
Total Population	33,660	-	36,254	-	+2,594	+7.71%
African American or Black	2,038	6.05%	3,182	8.78%	+1,144	+56.13%
American Indian	132	0.39%	137	0.38%	+5	+3.79%
Asian, or Pacific Islander	2,447	7.27%	3,458	9.54%	+1,011	+41.32%
Caucasian	27,369	81.31%	25,800	71.19%	-1,560	-5.70%
Hispanic/Latino	1,551	4.61%	1,942	5.36%	391	+25.21%
Two or more races	760	2.26%	1,604	4.42%	844	+111.05%
Some other race	32	0.10%	122	0.34%	90	+281.25%

Roseville, MN 2021 American Community Survey 2017-21 (AGE AND SEX)

*The following numbers are estimates based on the 2017-21 American Community Survey.

Age	Total	% of Population	Male	% Male	Female	% Female
Total	36,119	-	17,302	47.90%	18,817	52.10%
Under 5 years	2,166	6.0%	1,037	6.0%	1,129	6.0%
5 to 9 years	1,568	4.3%	752	4.3%	816	4.3%
10 to 14 years	1,840	5.1%	1,089	6.3%	751	4.0%
15 to 19 years	2,383	6.6%	1,148	6.6%	1,235	6.6%
20 to 24 years	2,608	7.2%	1,312	7.6%	1,296	6.9%
25 to 29 years	2,617	7.2%	1,444	8.3%	1,173	6.2%
30 to 34 years	2,243	6.2%	1,083	6.3%	1,160	6.2%
35 to 39 years	2,509	6.9%	1,210	7.0%	1,299	6.9%
40 to 44 years	1,810	5.0%	970	5.6%	840	4.5%
45 to 49 years	1,944	5.4%	921	5.3%	1,023	5.4%
50 to 54 years	1,712	4.7%	845	4.9%	867	4.6%
55 to 59 years	2,507	6.9%	1,125	6.5%	1,382	7.3%
60 to 64 years	2,317	6.4%	1,041	6.0%	1,276	6.8%
65 to 69 years	1,926	5.3%	892	5.2%	1,034	5.5%
70 to 74 years	1,753	4.9%	829	4.8%	924	4.9%
75 to 79 years	1,183	3.3%	468	2.7%	715	3.8%
80 to 84 years	1,297	3.6%	526	3.0%	771	4.1%
85 years and over	1,736	4.8%	610	3.5%	1,126	6.0%

Strategic Racial Equity Action Plan (SREAP) Overview

The City of Roseville is actively working to provide ethical, efficient, and responsive local government to create and enforce city policies, defend the safety of all community members, support the local economy, and provide public services. We must ensure we are providing quality programs and services that reflect the unique needs of all communities within the City of Roseville.

The main purpose of the Strategic Racial Equity Action Plan (SREAP) is to help us measure and significantly improve results for all our community members with culturally diverse workforce, businesses, representation and programming. Such results include, but are not limited to, improvements in:

- Establishing work plans and a related budget that support achievement of SREAP goals
- Staff diversity and cultural competency development
- Council and commission diversity, inclusion, and cultural competency and responsiveness development

- Reflection of the city's diversity in all branding and digital communications, including, but not limited to, social media, print, video, and newsletter
- Major decision making inclusive of data and representative of diverse community voices and lived experiences

Racial Equity Narrative

The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity.

The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents.

All City Departments will prioritize racial equity in their planning, delivery, and evaluation of programs, policies, and services.

The City of Roseville is committed to taking tangible steps to normalize, organize, and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

SREAP Priorities

Priority 1: Workforce Diversity

Roseville City Government staff – across its entire breadth and depth – does not reflect the racial, ethnic, and cultural makeup of Residents.

Priority 2: Commission Diversity

People who participate in Roseville City Government boards and commissions do not reflect the racial, ethnic, and cultural makeup of Residents.

Priority 3: Racial Equity Toolkit

There is no process for senior leaders to analyze policies, programs, and services with an equity lens. Ensure elected and appointed policymakers have access to and analyze racially-disaggregated data to deliver equitable decision-making and outcomes from the legislative process.

SREAP Priority Framework

This workforce report is directly tied to SREAP Priority 1 related to increasing the diversity of the City's internal workforce. To lay the foundation for future progress in addressing all three SREAP priorities, the City's current SREAP lays out an action plan including three critical components – process mapping, stakeholder engagement, and data collection. The intent is to use all applicable qualitative and quantitative data – including the data in this report – to guide decision making on systemic improvements and changes needed to create more equitable and efficient policies, programs, and services.

Process Mapping

Before putting into place a new system or process, incorporating process mapping into the SREAP created a uniform understanding of current processes and any relevant nuances based on department or employee. Process maps were created for all three priorities creating lines of connection through each step of the process from start to completion. For example, mapping the hiring process includes documenting each step of the process in the perspective of job candidates, from the creation and posting of a job vacancy to hiring to eventually onboarding as a new hire.

Stakeholder Engagement

Engaging impacted internal and external stakeholders and incorporating unique perspectives on current challenges and future opportunities is included throughout the actions plans for all three priorities. Stakeholder voice was used to validate the accuracy of the process maps as it pertains to various roles and departments around the city. Engagement is also a necessary component of data collection for both quantitative data – such as demographic questionnaires – and contextual qualitative data collected through interviews, focus groups, workshops, and open-ended surveys.

Data Collection

The collection of quantitative and qualitative data both helps create a wholistic profile of the City's current reality in identifying and ultimately addressing equity disparities. Data is also useful as a means to measure progress toward expected outcomes through implementing improvements and new solutions driven by data. A number of tools have been integrated into existing processes and systems to begin gathering data that can be measured and compared over time. External data sources have also been acquired to better understand all Roseville residents and how government policies directly impact individual people and families.

Workforce Statistics 2021-2022

Workforce Profile

As of November 2022, the City of Roseville had 220 benefit eligible employees, down one from 2021. Benefit eligible employees include those that work in a ½, ¾, and full-time capacity, and does not include seasonal employees. Benefit eligible employees are hired through a different hiring process than seasonal employees, leading to disparities in available demographic and hiring process data. City of Roseville employees work across 7 different departments. It should be noted, the IT Department, will no longer be considered a city department as of 2023. Metro I-net who provides IT services, is transitioning to a separate entity.

City of Roseville Administration is continuing to find ways to gather useful employee data, which may be seen on future reports. The tables and graphs reported below are based on the 220 benefit eligible employees as of November 2022. Some comparison data is available for the 221 benefit eligible employees in November 2021. November is a notable month for data collection as this is annual open enrollment for benefit eligible employees where all are required to participate and update a demographic survey/questionnaire.

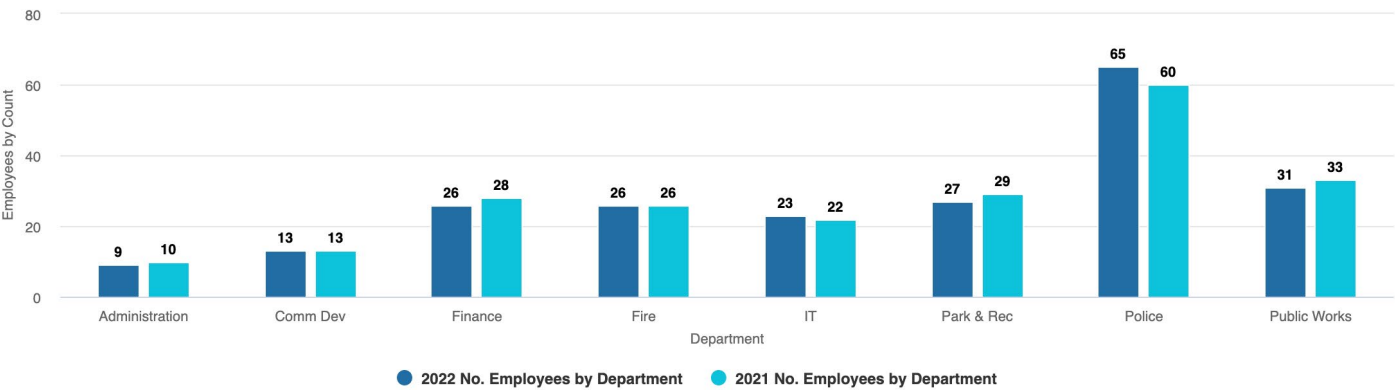
In preparation for reviewing the data below, it is important to note the sensitivity when including data in the report for individuals in a response group of 10 or fewer. BIPOC representation at the department level, further disaggregated by race, is small enough to identify individual employees. Other demographic categories impacted by small data sets are Sensory, Physical, and Mental Disability Status and Veteran Status. As the City of Roseville works to become more representative of the population served, more data will be accessible in future workforce reports.

Summary of Notable Findings:

- The overall workforce demographic profile was very similar in years 2021 and 2022, despite turnover and new hires.
- BIPOC employees represented in the City's internal workforce for benefit eligible employees trails the growing BIPOC diversity of city residents in all categories.
- The administrative team in the Finance department and Parks and Recreation department

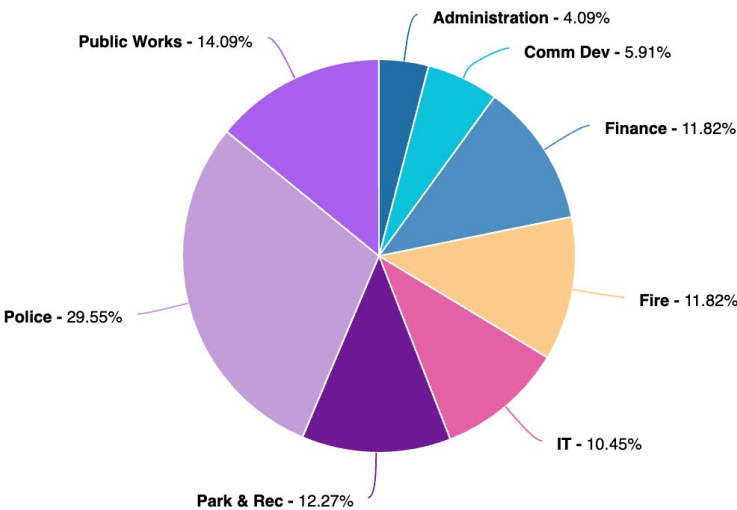
- The administrative team in the Finance department and Parks and Recreation department do not have BIPOC benefit eligible employees; however, the License Center is a division within the Finance Department with BIPOC representation.
- Current benefit eligible employees are over 2/3 male and new hires are disproportionately more male.
- Approximately ¾ of current benefit eligible employees are post-secondary educated with either a technical college, undergraduate, or graduate degree.
- The small number of BIPOC benefit eligible employees across the organization impacted confidentiality and the ability to include more specific department and team level data disaggregated by race.

2022 Roseville Workforce - Benefit Eligible Employees by Department

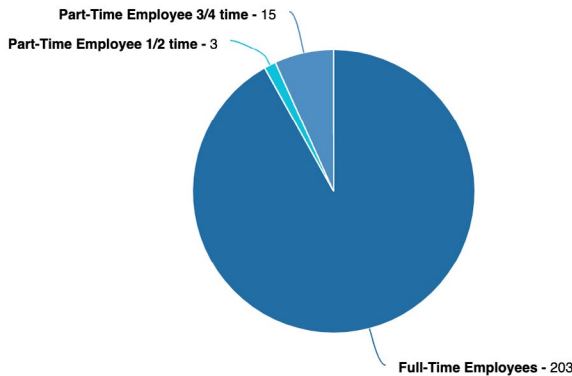


*This data was retrieved through an annual survey administered during the City's open enrollment period in November 2022, completed by all benefit-eligible employees.

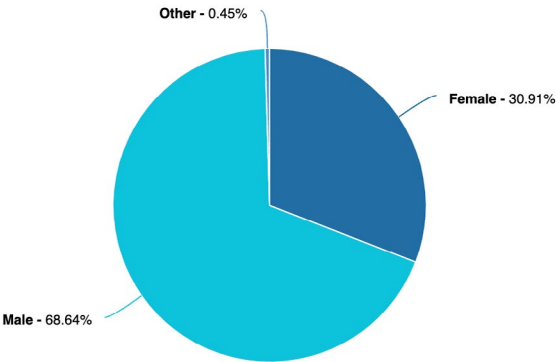
2022 Roseville Workforce - Percent of Employees by Department



2022 Roseville Workforce - Employees by Full-Time Status

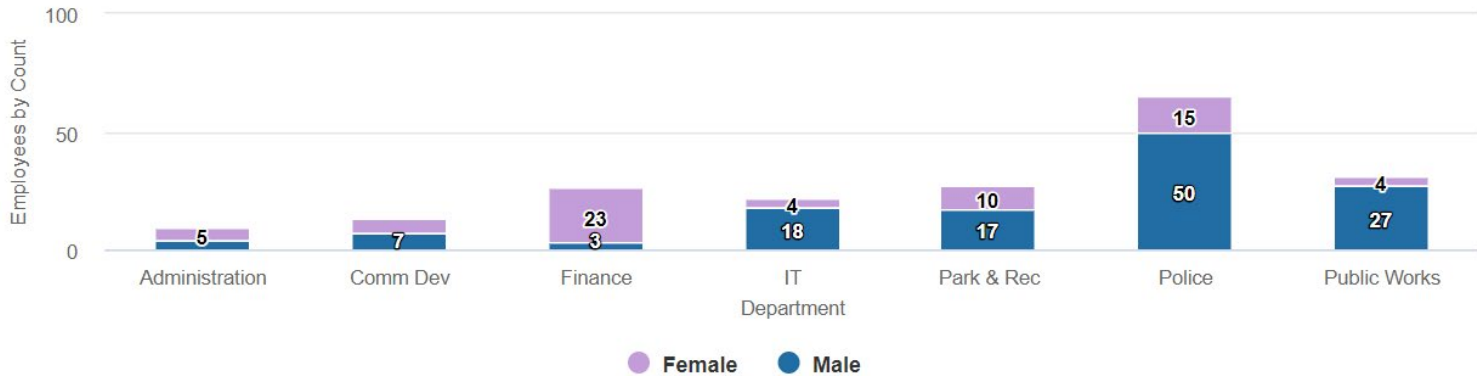


2022 Roseville Workforce - Employees by Gender



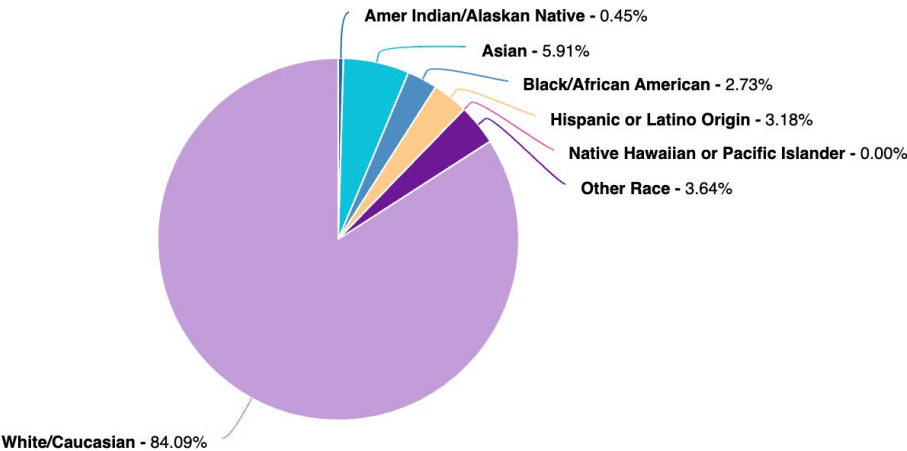
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Gender by Department



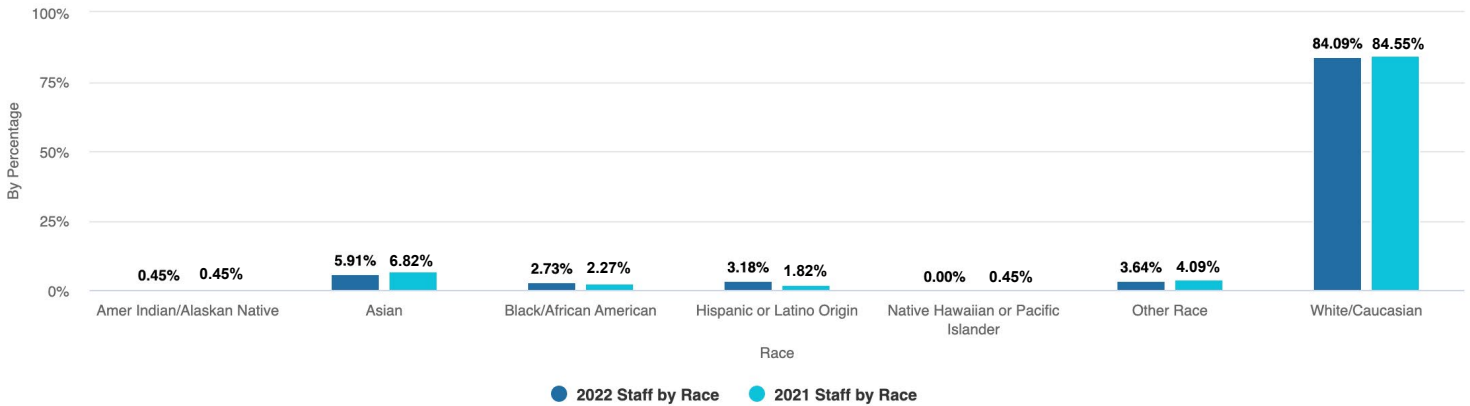
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees. Some Fire and IT department data could not be disclosed.

2022 Roseville Workforce - Employees by Race



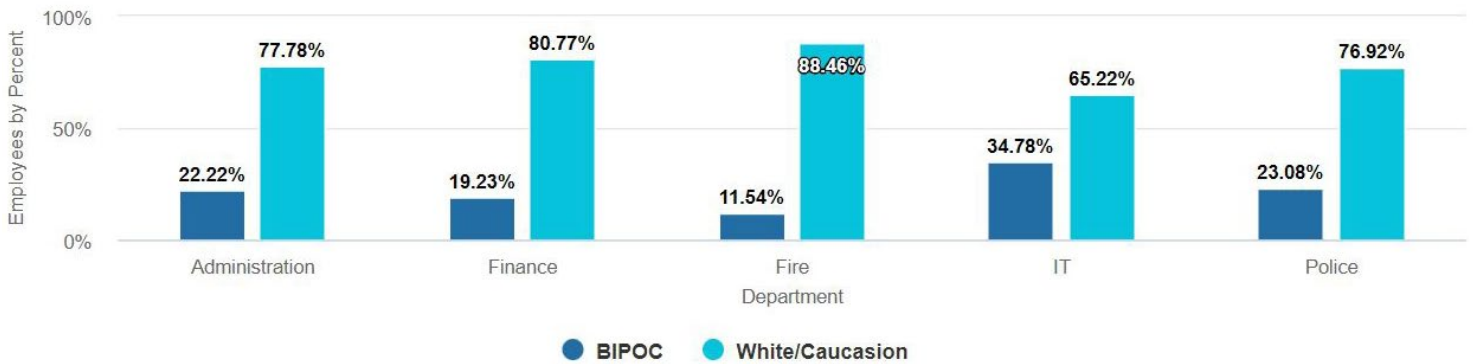
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Race 21-22



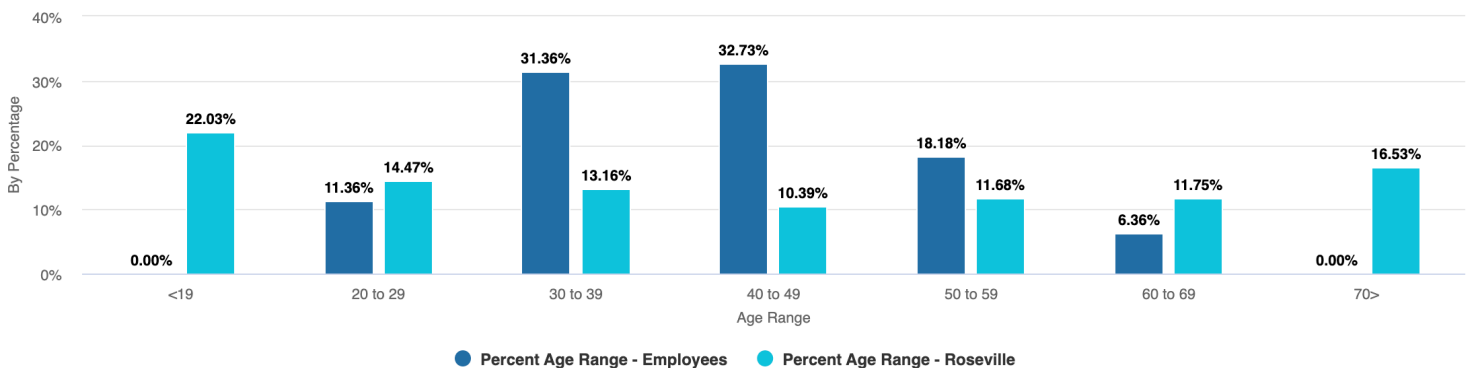
*This data is based on an annual demographic survey administered during the November 2021 and 2022 open enrollment periods for all benefit eligible employees.

2022 Roseville Workforce - Race by Department (>10% BIPOC Employees)



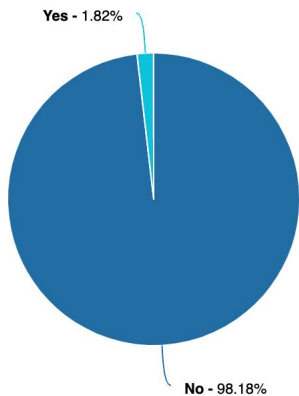
This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees and only includes departments with more than 10% BIPOC employees.

2022 Roseville Workforce - Employees by Age Range



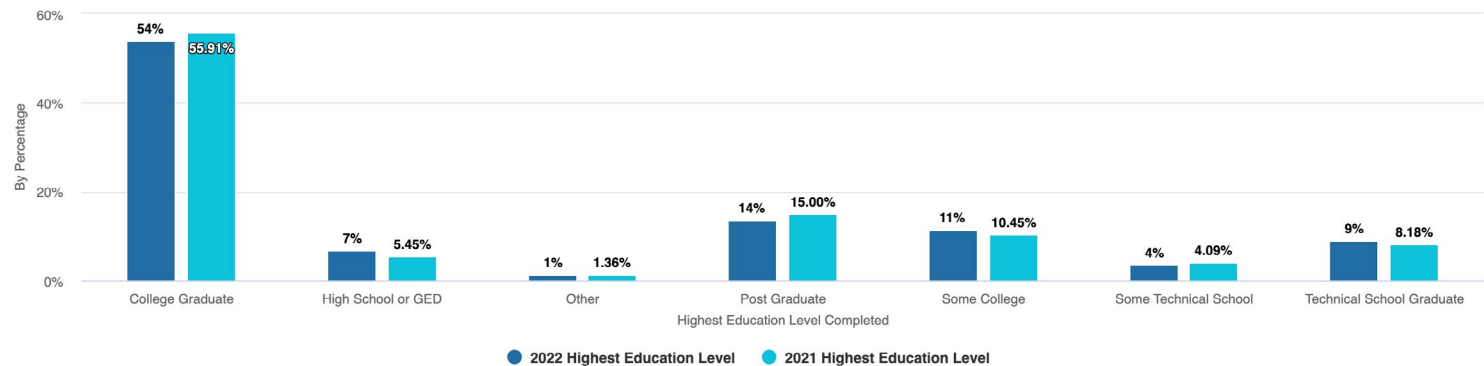
*This data was collected in November 2022 during the open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Sensory, Physical, Mental Disability Status



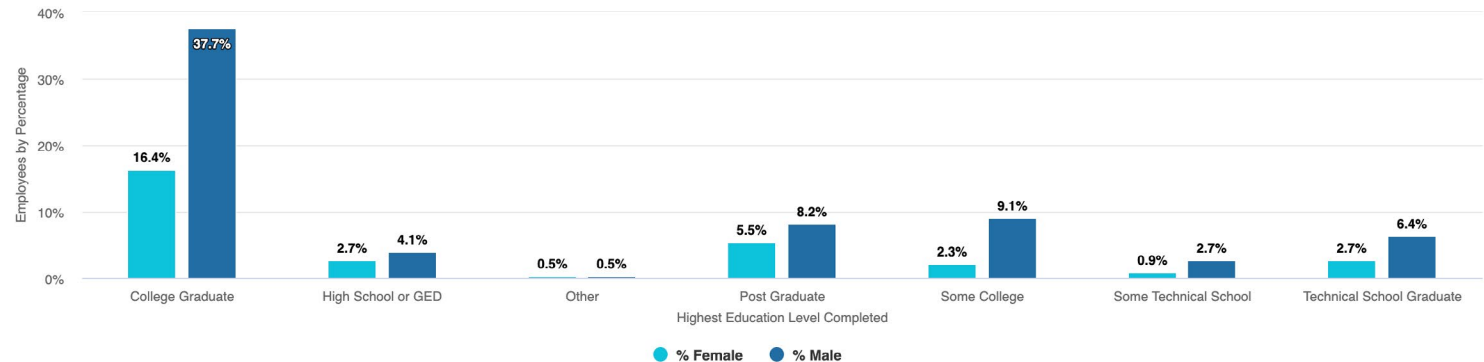
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Highest Education Level Completed



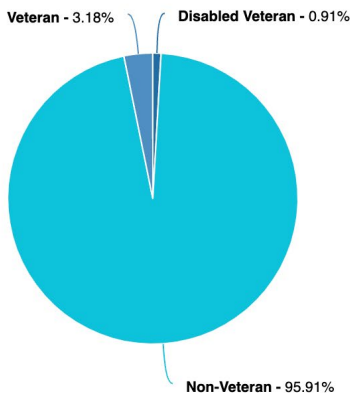
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Education Level Completed by Gender



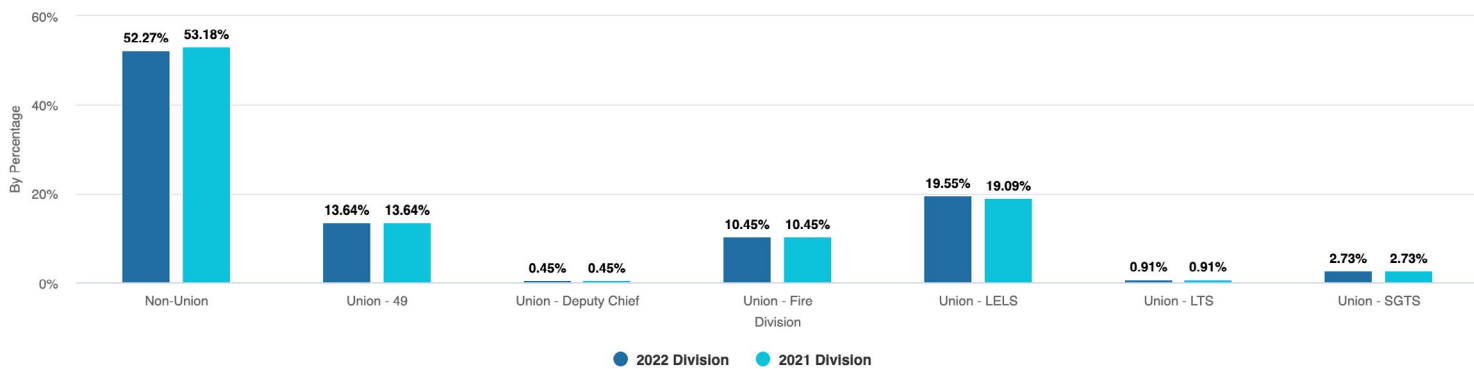
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Veterans Status



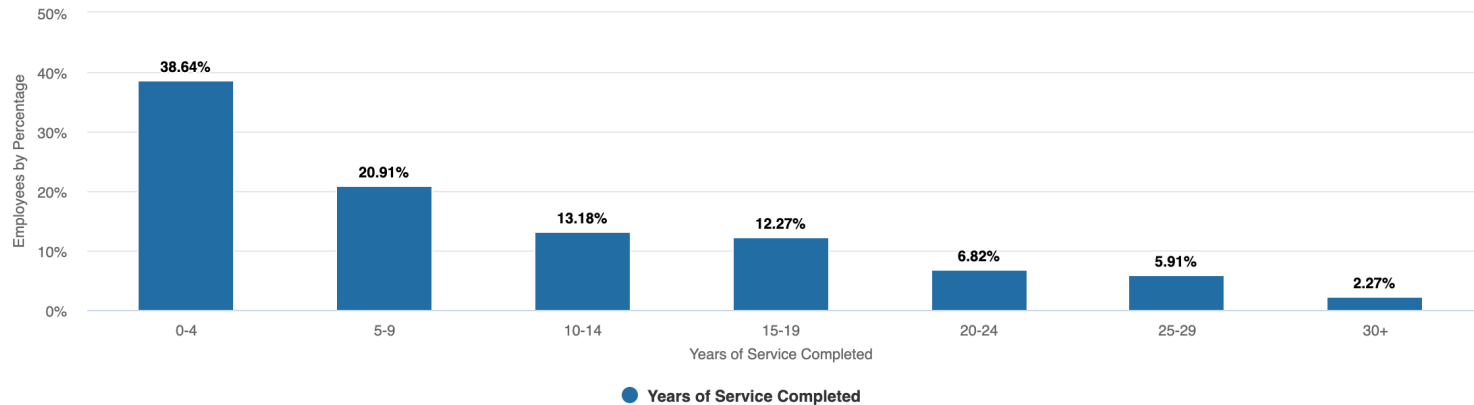
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Union



*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Years of Service Completed



*This years of service data was collected internally through human resource systems and based on 220 employees as of November 2022.

An analysis of available data of Years of Service Completed by Race, as of November 2022, found:

- Of Asian employees, the average years of service completed was 7.1 years with 62% of Asian employees in the 0-4 year range;
- Of Black/African American employees, the average years of service completed was 2.5 years with 83% of Black/African American employees in the 0-4 year range
- Of American Indian employees, one employee completed 11 years of service
- Of Hispanic or Latino employees, the average years of service was 3.4 years with 71% of Hispanic or Latino employees in the 0-4 year range
- Of Other Race employees, the average years of service was 12.6 years with 38% of Other Race employees in the 0-4 year range
- Of White/Caucasian employees, the average years of service was 10 years with 35% of White/Caucasian employees in the 0-4 year range
- Of the 0-4 years of service range, approximately 25% of employees were BIPOC
- Of the 35 BIPOC employees, 60% had 4 years or less of completed service; 77% had 9 years or less of completed service

A similar analysis of available data of Years of Service Completed by Gender, as of November 2022, found:

- Of Female employees the average years of service completed was 8.5 years with 35% of female employees in the 0-4 year range
- Of Male employees, the average years of service completed was 9.9 years with 40% in the 0-4 year range
- Of Other gender employees, there was only 1 employee, with less than 1 year of service
- Of the 0-4 years of service range, approximately 28% of employees were female

New Hires January through November 2022

The following data summarizes time to hire and the demographic profile of 34 benefit eligible new hires to the City of Roseville between January 2022 to December 2022. This data does not include seasonal new hires. As the City of Roseville works to improve the diversity of the workforce through ensuring considerations of equity and inclusion are integrated throughout the hiring process, efforts are also underway to shorten time to hire and improve the candidate experience. Some important data to highlight in the below charts are:

- While BIPOC candidates made up 32.2% of applicants, 11.7% of new hires were BIPOC.
- Of BIPOC candidates deemed eligible (qualified) for the roles of which they applied, 35% were referred for an interview.
- Based on applications received, fewer Black/African American and Asian candidates were hired compared to any other demographic group, of which only one Black/African American candidate was hired and zero Asian candidates hired as of November 2022.
- With 27.3% of applicants self-identifying as female, the female demographic accounted for 32.25% of new hires; hiring in 2022 was over 60% male

*Applied = Application received

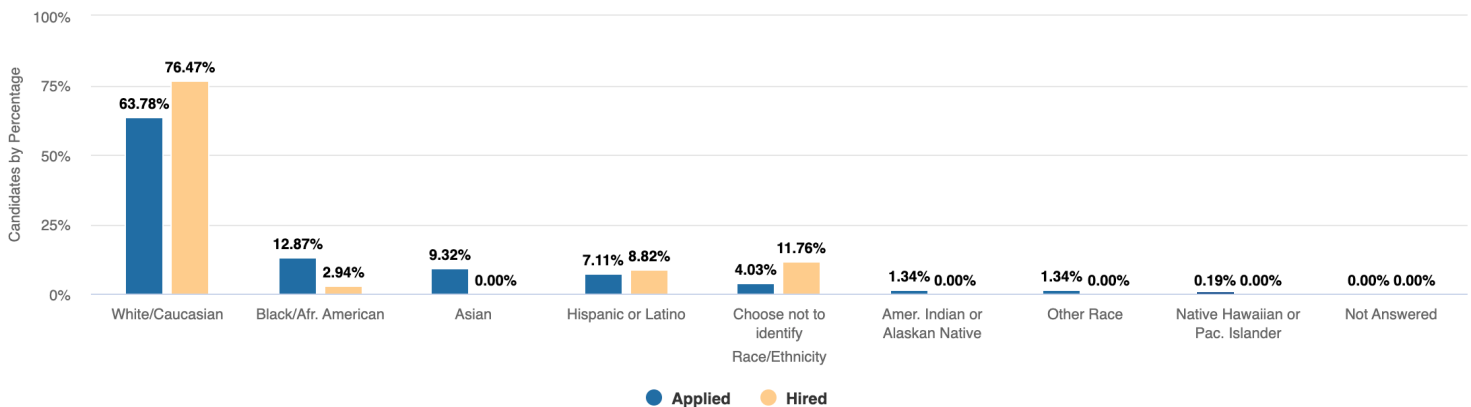
*Eligible = Meets minimum qualifications

*Referred = Referred to hiring manager for a first interview

*Offered = Letter of Offer provided to candidate

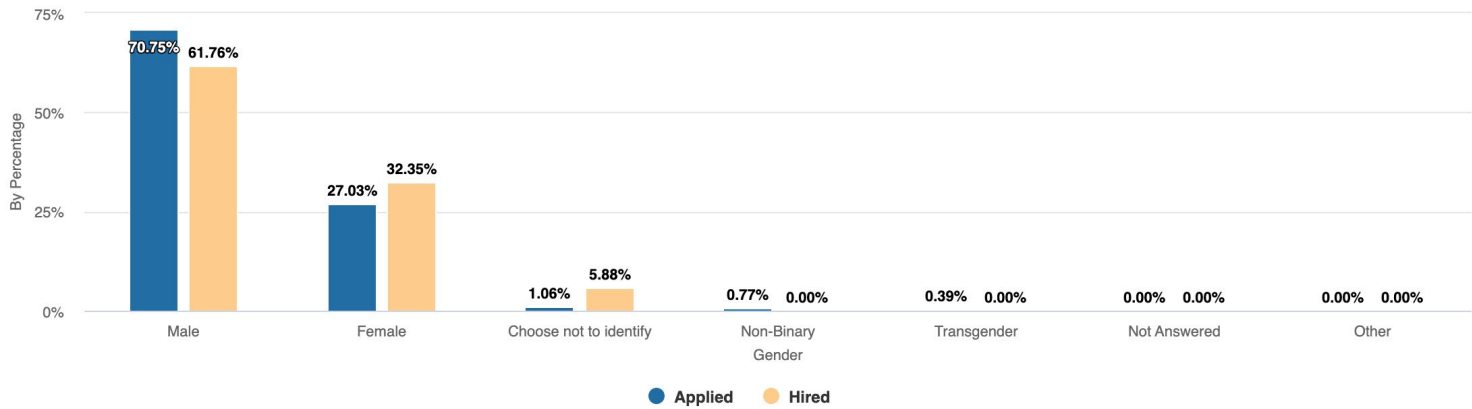
*Hired = Offer accepted and candidate hired

New Hires - Race/Ethnicity



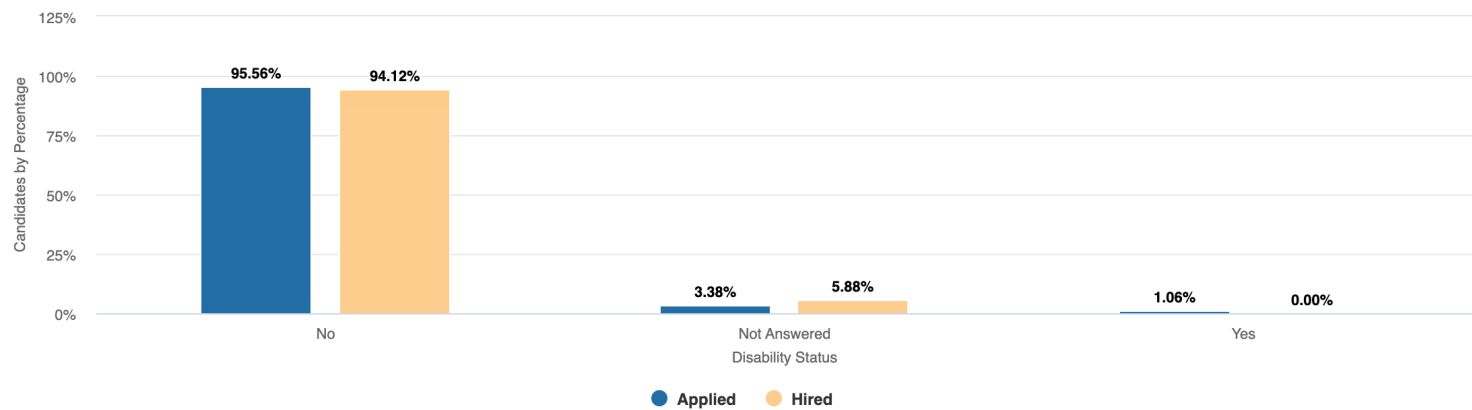
This self-identified data collected during the candidate application process was based on 34 benefit eligible new hires from January to December 2022.

New Hires - Gender

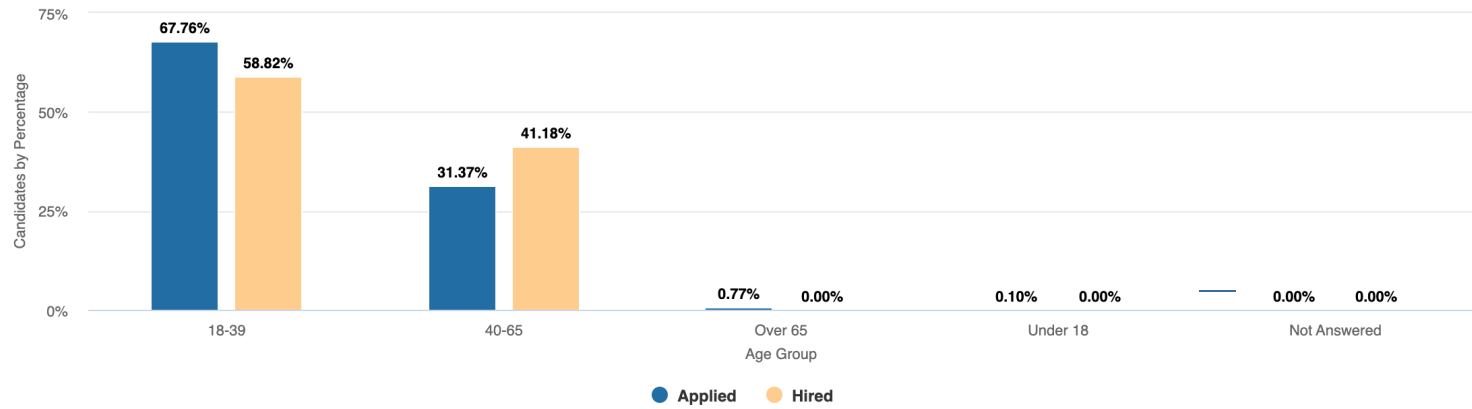


This self-identified data collected during the candidate application process was based on 34 benefit eligible new hires from January to December 2022.

New Hires - Sensory, Physical, Mental Disability Status

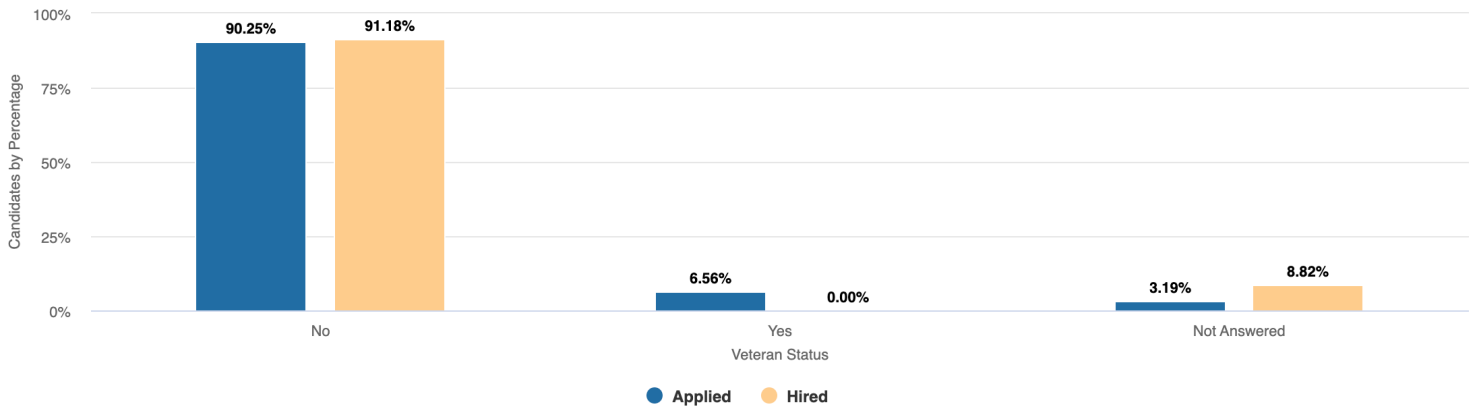


New Hires - Age Group



This self-identified data collected during the candidate application process was calculated based on 34 benefit eligible new hires from January to December 2022.

New Hires - Veteran Status



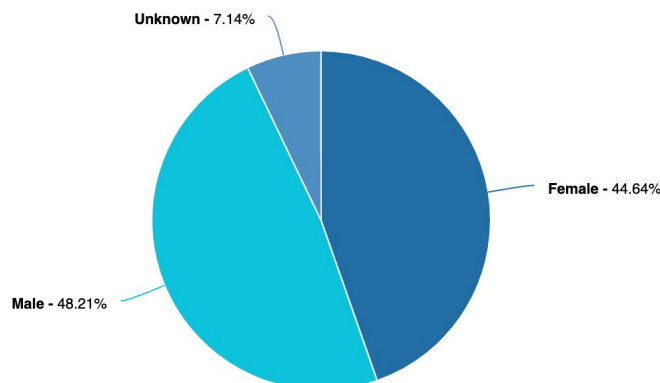
This self-identified data collected during the candidate application process was calculated based on 34 benefit eligible new hires from January to December 2022.

Seasonal

The City of Roseville annually hires approximately 200-250 seasonal employees, mostly youth and young adults, throughout the year, but primarily to assist with short-term summer and winter Parks and Recreation Department programming. The seasonal hiring process is an expedited process compared to year-round benefit eligible positions in the city. Seasonal staff generally complete an expedited application and a brief interview prior to hire and placement in a seasonal role. The collection of self-identified demographic data is currently optional and collected during the onboarding process for new hires. Continued efforts are underway to systematize the collection of seasonal demographic data for a larger and more representative sample.

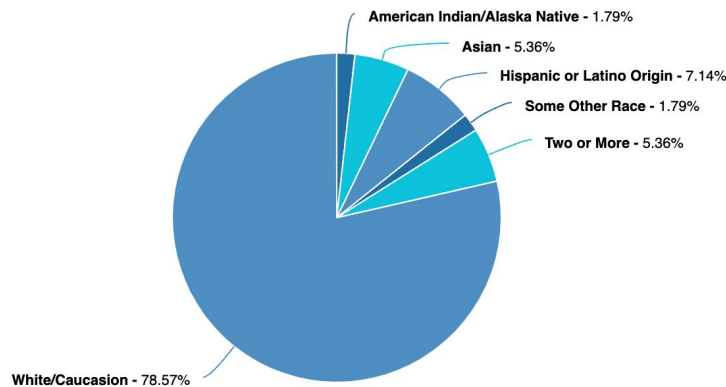
Data collected is summarized below.

Seasonals - Gender



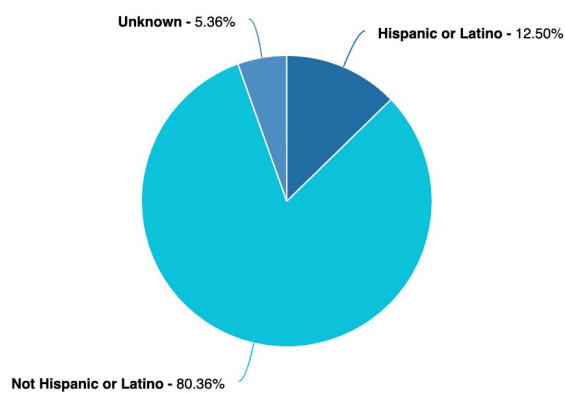
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Race



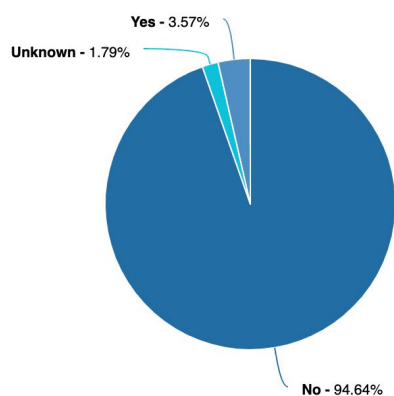
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Ethnicity



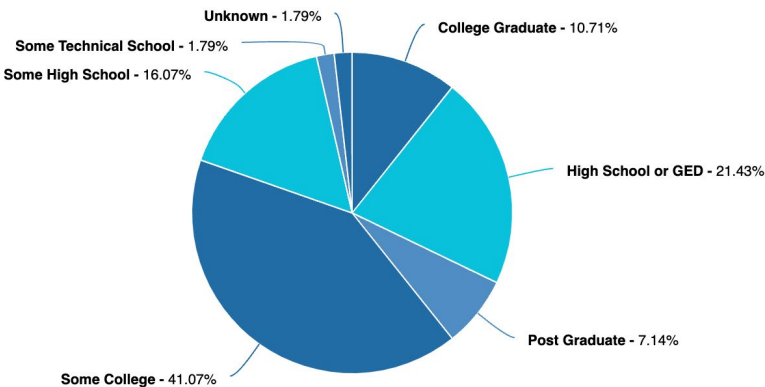
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Sensory, Physical, or Mental Disability Status



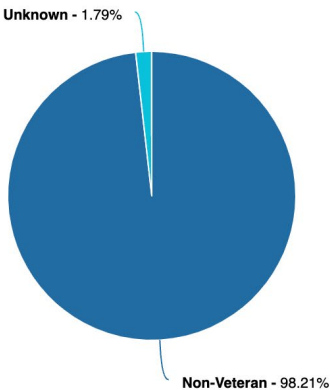
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Highest Education Completed



This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Veterans Status

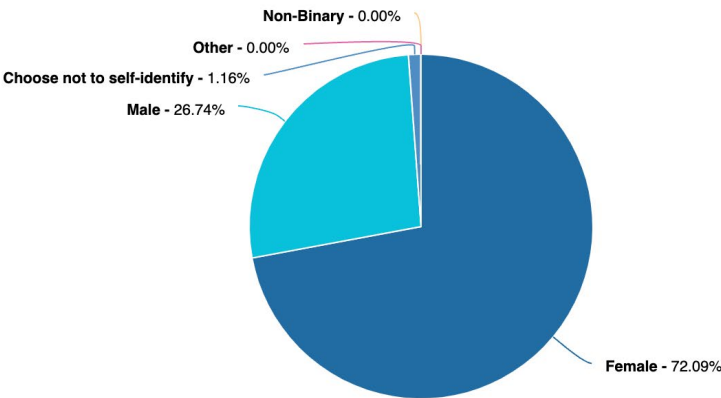


This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Volunteers

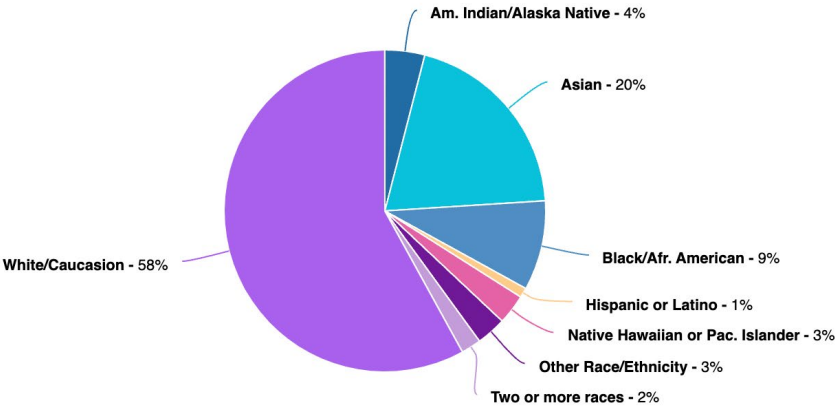
From January through December 2022, the City of Roseville had 2,118 active volunteers of which 667 recorded hours throughout 2022 totaling 6,812.50 hours of service. Volunteers ranged in age from 16 years old to 99 years old with an average age of 52 years old. Volunteers primarily assist the City in the operation, maintenance, upkeep of city programs and facilities – indoor/outdoor. Response to the demographic questionnaire provided on the volunteer application is optional to complete and all categories have an option to 'Choose not to self-identify'. Of those who responded to the demographic questionnaire on the volunteer application, the summarized data is below.

Volunteers - Gender



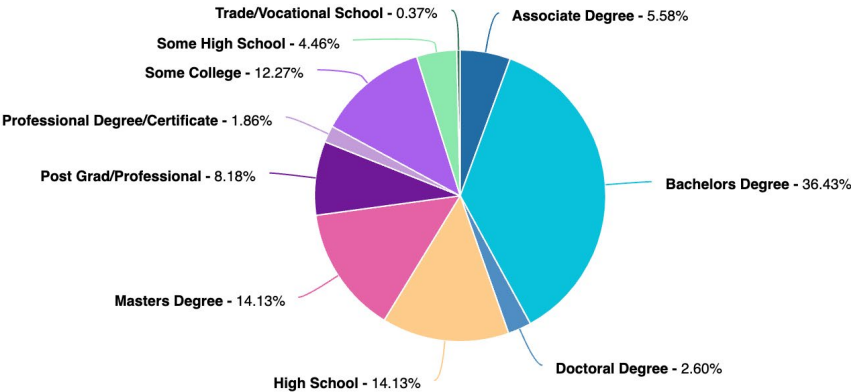
*This data was retrieved from the City's volunteer database. This self-identified information is optional to complete on volunteer applications and is based on 86 responses.

Volunteers - Race



*This data was retrieved from the City's volunteer database. This self-identified information is optional to complete on volunteer applications and is based on 100 responses.

Volunteers - Education Level Completed



*This data was retrieved from the City's volunteer database. This self-identified information is optional to complete on volunteer applications and is based on 269 responses.

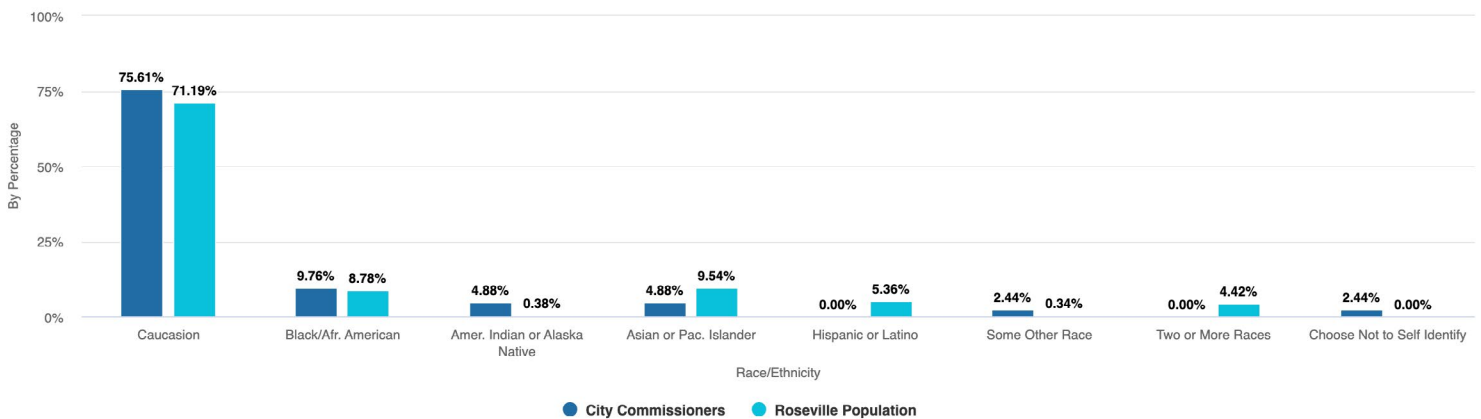
Commissions

City of Roseville Commissioners are volunteers who serve as advisory to the City Council and staff. There are currently 7 commissions, including an Ethics Commission, consisting of representation from each of the other commissions. Commissioners serve up to 3-year terms at a time. Commission candidates are appointed twice annually by the City Council in the Spring and Fall, based on available vacancies. It should be noted, as of 2021, commission demographic data is collected both on the initial application and collected comprehensively via a self-identified, optional survey annually. The next demographic survey is expected to be completed by commissioners Spring 2023. In addition to 43 commission spots held by adults, four commissions also have up to two additional youth commission positions that may be filled each year.

Some items note in the data below:

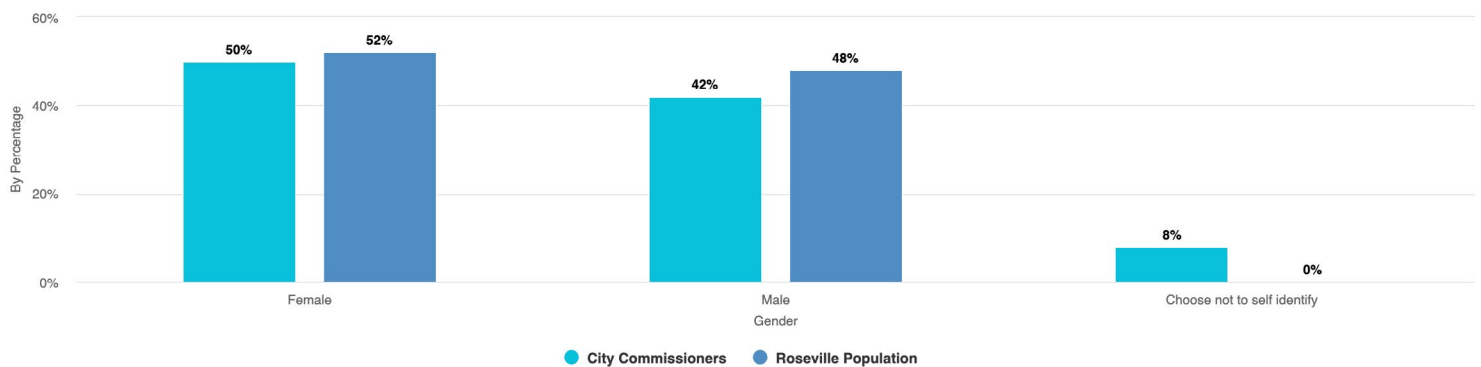
- While the racial and gender demographic data appears to be comparable between the Roseville population and city commissioners overall, an ongoing challenge is seeing this same diversity on each commission. Future data, will show the demographic breakdown of each commission separately.

Commissions - Race



Commissions - Gender

2022 Workforce - Commissioners - Gender



*This data was collected in Fall 2021 through an optional self-identified survey sent to all commissioners receiving 38 out of 43 possible responses.

Letter of Commitment from City Manager

The data presented in the City of Roseville, MN Workforce Report is an analysis of available workforce data tied to the work of our Strategic Racial Equity Action Plan (SREAP). Our equity goals are directly tied to the City's aspirational goals. Our workforce, whether staff or volunteers, are the foundation to the services we are able to offer the Roseville community. As the City continues to grow and increase in racial diversity, it is more important now than ever, to ensure we are attracting diverse voices, perspectives, and lived experiences to enhance the great work city staff and volunteers already accomplish every day.

The demographic data in this report are part of a larger story of the City of Roseville workforce. While overall, it appears we are making progress toward having a workforce representative of the community we are serving, the demographic data disaggregated by race, gender, and the other categories looks different at a department level. As we remain committed to a workforce that truly represents the diversity and lived experiences of everyone in the community, a number of SMART goals have been identified as areas to focus process improvement efforts. The SMART goals, also tied to our SREAP, incorporate both equity and efficiency to ensure our hiring process and time served within the organization is a favorable experience for all. The SMART goals described below are centered around training for hiring managers on process and implicit bias, the development of a hiring manager packet, the completion of a new onboarding system, and a compensation study.

Hiring Manager Training

It is important to have a shared understanding of the process hiring managers should follow across the organization as well as a shared understanding of the scope and responsibilities specific to hiring managers. As a new process and new tools are developed to assist hiring managers, this SMART goal prioritizes learning and awareness of best practices and the biases that can directly affect how candidates are recruited and evaluated.

Hiring Manager Packet

A packet of which hiring managers would complete prior to posting any job vacancy, would encourage all hiring managers to thoroughly think through the process, timeline, updating of the job description, necessary minimum requirements, and the candidate experience through the hiring process. This hiring packet would enable human resources to better assist hiring managers and standardize the way in which we recruit talent.

Onboarding Platform

Human Resources is implementing an onboarding platform, which is a solution to standardizing the way in which new information is communicated and collected from new hires. With the implementation of this new platform, training will need to be provided to hiring managers.

Compensation Study

The City of Roseville will be completing a compensation study with a third party throughout 2023, positioning the organization to best understand compensation of our current workforce, appropriate classification of roles, competition in the market for similar talent, and best practices in moving closer to equitable compensation, matching the culture of equity and inclusion we are striving toward. This study is an important step in the city's ability to change current job descriptions and hiring processes.

City administration has already begun to lay the foundation for future progress on equity goals. Support from both staff and community are critical to continuing forward. Stay up-to-date on equity progress at CityofRoseville.com/equity.

With regards,

Pat Trudgeon, City Manager

A handwritten signature in blue ink, appearing to read "Pat Trudgeon".

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 7.d

Department Approval

City Manager Approval



Item Description: Consider Ordinances amending Titles 8 and 10 of the City Code regarding shoreland, wetland, stormwater, and sustainability regulations

BACKGROUND

The legislative history surrounding these amendments is as follows:

- November 8, 2021: City Council adopted an ordinance approving phase one amendments to the Zoning Code to ensure compliance with the City's 2040 Comprehensive Plan. The Planning Commission held numerous meetings in 2021 reviewing these amendments and forwarded a recommendation to the City Council.
- September 1, 2021: Planning Commission held a preliminary discussion to prioritize the second phase of updates to the Zoning Code. At that time, consensus was built around two related topics: 1) shoreland and 2) sustainability.
- January 31, 2022: Planning Commission held a joint meeting with the City Council to determine if Commission and Council interests were aligned regarding the second phase of updates to the Zoning Code. That discussion revealed consensus to focus on updating the City's Shoreland Ordinance to comply with the DNR's current model ordinance and to pursue other Zoning Code amendments surrounding sustainability.
- February 28, 2022: City Council authorized additional budget to ensure phase two topics could be fully examined.
- June 1, 2022: The Planning Commission held a discussion on the phase two updates, including reviewing the DNR's model ordinance and potential modifications to the model ordinance to accommodate the implementation of such rules in Roseville. A preliminary discussion was also held regarding other sustainability topics, including requirements and incentives.
- July 6, 2022: The Planning Commission held a discussion on the phase two updates, including recommendations for certain requirements surrounding EV ready/charging, minimum tree requirements for multi-family development, and native landscaping. A discussion was also had about solar and whether screening requirements should be imposed, but a determination was made to leave the City's existing solar rules in place and not implement a screening requirement. A broader, more conceptual discussion occurred regarding incentives to promote more sustainable building practices. The incentives discussion was in response to existing barriers whereby State law limits the City's ability to impose more restrictive building standards than the Building Code, so development that is more sustainable would have to be incentivized.
- September 7, 2022: The Planning Commission reviewed the latest draft of the Shoreland Ordinance, final drafts of the language related to sustainability requirements (EV ready/charging and landscaping), and began discussion on sustainability incentives. It was determined incentives could best be offered through a worksheet and point system that offers a variety of ways to achieve sustainability and what incentives would be provided in exchange

for sustainable development practices.

- October 5, 2022: The Planning Commission reviewed the latest draft of the sustainability incentives worksheet and provided feedback to staff. The Planning Commission also reviewed a spreadsheet regarding the impact of the incentives offered via the worksheet (Attachment E).
- November 2, 2022: The Planning Commission reviewed the latest revisions to the sustainability incentives worksheet based on feedback obtained during the October meeting. Feedback included confirmation on a limit to the number of incentives a single project could obtain and that a greater number of points should be provided for incorporating bird-safe windows into a project.
- November 17, 2022: An open house regarding the phase II amendments was held at the City Hall Council Chambers from noon – 6pm. Based on those who signed the sign-in sheet, approximately 25 households attended the open house. Residents who attended were solely interested in the Shoreland Ordinance updates. Staff also managed a webpage informing the public of the phase II update process, including interactive mapping materials and ways to provide feedback. That webpage is still live at www.cityofroseville.com/zoningupdate. Aside from interest in the Shoreland Ordinance, the public has not expressed concerns about the other proposed amendments related to EV and landscaping (Attachment D).
- December 7, 2022: The Planning Commission held a public hearing regarding the phase II Zoning Code amendments. No persons from the public attended or provided testimony. The Planning Commission recommended the City Council approve amendments to five areas of the Zoning Code, with no further changes, consistent with the Commission's prior discussions and the staff recommendation.
- January 30, 2023: The City Council discussed the proposed amendments and provided comments and direction to City staff. Staff indicated the Council feedback would be incorporated and scheduled for consideration at a future City Council meeting. It was also decided the revisions to Title 8, pertaining to stormwater and wetland regulations, would be scheduled for the same discussion given this language is being proposed to move from the shoreland rules to the Public Works chapter of the City Code.

At the January 30, 2023 City Council discussion (minutes provided as Attachment D), Council provided the following feedback and direction to staff, all of which have been incorporated into the Ordinances provided as Attachments A and B:

- Shoreland Overlay District (repeal of Chapter 1017 & replace into Chapter 1012):
 - Variances – clarify that the greater of 20 feet or 20% of the contiguous shoreline in the minimum
 - Relocation of wetland and stormwater requirements to Title 8 – the ordinance provided in Attachment B includes the regulations that were moved from the Shoreland Overlay to Title 8. A summary of the amendments are outlined below:
 - Proposed Chapter 803.05: Stormwater Management Overlay District - Land within 100 feet of a stormwater pond, or wetland, or land below the 100-year flood elevation. Language was also updated to be consistent with current stormwater standards that the City and local watershed districts use for stormwater quality, rate, and volume.
 - Proposed Chapter 803.06: Stormwater Best Management Practice (BMP) Maintenance is being moved from Chapter 803.05 to 803.06 to keep it at the end of Chapter. No changes are being proposed to the language in this section.

- 82 ▪ Proposed Chapter 804: Wetlands - All upland within 100 feet of the delineated
83 boundary of a wetland, and includes a maximum impervious coverage of 25%.
84 A proposed addition to the Chapter is the inclusion of wetland buffer width
85 averaging. With the proposed buffer averaging rule, a buffer must be on
86 average 25 feet wide, but can be as narrow as 12.5 feet wide. This buffer
87 averaging language is consistent with the local watershed district rules, who are
88 the Local Government Units (LGUs) in charge of administering the Wetland
89 Conservation Act (WCA) rules.
- 90 ▪ Chapter 803.04: Grading, Erosion and Sedimentation Control; language was
91 modified to include only the first ring properties (or up to 300 feet, whichever
92 is greater) for water resources identified in our Shoreland Ordinance, instead
93 of increasing the distance to 1,000 feet. The 300-foot distance from a water
94 resource identified in this chapter is consistent with our current permitting
95 rules. Increasing the distance to 1,000 feet from a water resource identified in
96 our Shoreland Ordinance Chapter would affect 2,557 properties, and would
97 require these properties to apply for a Grading, Erosion and Sedimentation
98 Control permit when doing any modification to their property.
- 99 ○ Include references to Title 8 within the Shoreland Overlay where appropriate
- 100 ○ Definitions – staff reviewed the definitions in the Shoreland Overlay and Section 1001
101 to make sure there are not duplicates or conflicts
- 102 • Electric vehicle charging standards (Section 1019.04):
- 103 ○ Clean up the references to EVCS and EVSE
- 104 ○ Revise Table 1019-2 regarding accessible parking space requirements
- 105 ○ Make sure fractional numbers require rounding up to one
- 106 • New & revised definitions (Section 1001.10):
- 107 ○ No additional comments beyond ensuring there are not duplicates and/or conflicts
108 between the definitions in the Shoreland Overlay and Section 1001
- 109 • Revised landscaping standards (Section 1011.03):
- 110 ○ No changes needed
- 111 • Creation of sustainability incentives (new Section 1011.13):
- 112 ○ Remove entirely – concern about the stacking of incentives, reconsider at a different
113 time, maybe as a pilot project

114
115 The Ordinances provided in Attachments A and B incorporate the City Council direction received at
116 the January 30th meeting.

117
118 The Public Works Environment & Transportation Commission reviewed the changes to Title 8 at their
119 February 28, 2023 meeting and recommended acceptance of the proposed ordinance changes.

120
121 Representatives from HKGi are not available to attend the meeting. City staff should be able to address
122 any questions or concerns, but given HKGi has most of the Shoreland Overlay and electric vehicle
123 requirement expertise, it is possible questions could arise that staff cannot answer. If that occurs, the
124 item should be tabled to a future meeting to ensure HKGi is available.

125
126 Given the length of the ordinances provided in Attachments A and B, a summary publication is
127 recommended to save on publishing costs. The summary language is provided as Attachment C. A
128 summary publication requires a 4/5th vote of the City Council.

129

130 **POLICY OBJECTIVE**

131 Ensure compliance and consistency between the City’s 2040 Comprehensive Plan and the City’s
132 Zoning Code.

133 **BUDGET IMPLICATIONS**

134 On February 28, 2022 the City Council authorized a First Amendment to the professional services
135 agreement with HKGi providing an additional \$15,000 to cover professional service costs related to
136 the second phase of Zoning Code amendments. Based on the funds that remained after the first phase
137 of amendments, the total cost to complete the second phase of amendments was approximately
138 \$25,000. These funds were paid for from Community Development Fund balance.

139 **RACIAL EQUITY IMPACT SUMMARY**

140 Impacts on racial equity were not considered in conjunction with the phase II amendments to the
141 Zoning Code. However, such impacts are not anticipated based on the Zoning Code topics proposed
142 for amendment.

143 **STAFF RECOMMENDATION**

144 Adopt the ordinances provided in Attachments A-C, amending Titles 8 and 10 of the City Code
145 regarding shoreland, wetland, stormwater and sustainability requirements.

146 **REQUESTED COUNCIL ACTION**

147 Adopt the ordinances provided in Attachments A-C, amending Titles 8 and 10 of the City Code
148 regarding shoreland, wetland, stormwater and sustainability requirements.

149

150 Prepared by: Janice Gundlach, Community Development Director

151 Jesse Freihammer, Public Works Director

152 Attachments: A: Ordinance (amendments to Title 10)

153 B: Ordinance (amendments to Title 8)

154 C: Ordinance (summary publication)

155 D: 1/30/2023 CC meeting minutes

ORDINANCE NO. ____

AN ORDINANCE AMENDING TITLE 10, ZONING, OF THE ROSEVILLE CITY CODE TO
UPDATE AND AMEND SHORELAND MANAGEMENT AND ENVIRONMENTAL
REGULATIONS

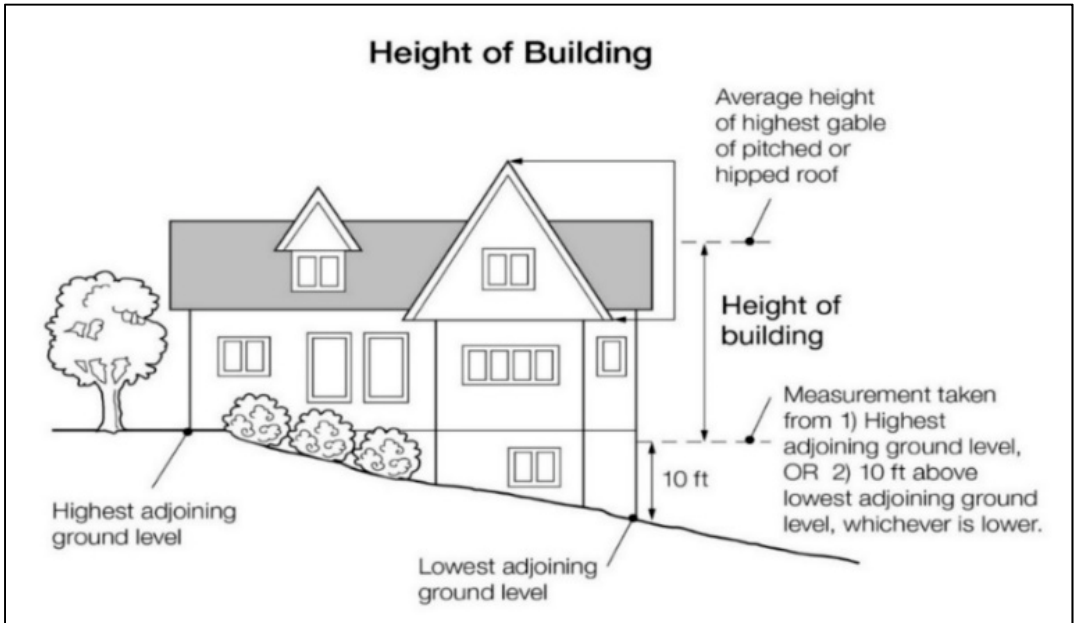
The City Council of the City of Roseville does ordain:

Section 1. Zoning Code Amended. After Planning Commission and City Council consideration of Phase 2 of Project File 0044, the Roseville City Code, Title 10 (Zoning) is hereby amended to add and update various definitions.

ACCESSIBLE ELECTRIC VEHICLE CHARGING STATION: electric vehicle charging station where the battery charging station is located within accessible reach of a barrier-free access aisle and the electric vehicle.

BATTERY ELECTRIC VEHICLE: any vehicle that operates exclusively on electrical energy from an off-board source that is stored in the vehicle's batteries and produces zero tailpipe emissions or pollution when stationary or operating.

BUILDING HEIGHT: The vertical dimension measured from the average elevation of the approved grade at the front of the building to the highest point of the roof in the case of a flat roof, to the deck line of a mansard roof, and to the midpoint of the ridge of a gable, hip, or gambrel roof. (For purposes of this definition, the average height shall be calculated by using the highest ridge and its attendant eave. The eave point used shall be where the roof line crosses the side wall.) In the case of alterations, additions or replacement of existing buildings, height shall be measured from the natural grade prior to construction. The vertical distance between the highest adjoining ground level at the building or ten feet above the lowest adjoining ground level, whichever is lower, and the highest point of a flat roof or average height of the highest gable of a pitched or hipped roof.



CHARGING LEVELS: standardized indicators of electrical force, or voltage, at which an electric vehicle's battery is recharged. The terms 1, 2, and DC are the most common charging levels, and include the following specifications:

1. Level 1 is considered slow charging with 120v outlets.
2. Level 2 is considered medium charging with 240v outlets, charging head and cord hard-wired to the circuit.
3. DC is considered fast or rapid charging. Voltage is greater than 240.

ELECTRIC VEHICLE: a vehicle that operates, either partially or exclusively, on electrical energy from the electrical grid, or an off-grid source, that is stored on board for motive purposes. "Electric vehicle" includes:

1. Battery electric vehicle
2. Plug-in hybrid electric vehicle

ELECTRIC VEHICLE CHARGING STATION (EVCS): a public or private parking space that is served by battery charging station equipment that has as its primary purpose the transfer of electric energy (by conductive or inductive means) to a battery or other energy storage device in an electric vehicle.

ELECTRIC VEHICLE CHARGING INFRASTRUCTURE: conduit/wiring, structures, machinery, and equipment necessary and integral to support an electric vehicle, including battery charging stations and rapid charging stations.

ELECTRIC VEHICLE PARKING SPACE: any marked parking space that identifies the use to be exclusively for the parking of an electric vehicle.

ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE): any equipment or electrical component used in charging electric vehicles at a specific location. EVSE does not include equipment located on the electric vehicles themselves.

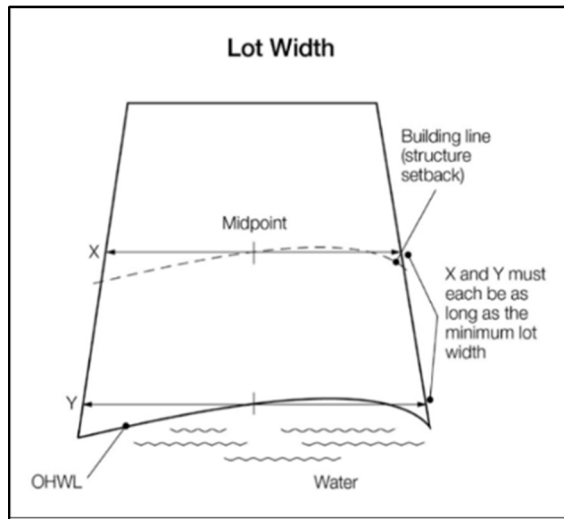
ELECTRICAL CAPACITY shall mean, at minimum:

1. Panel capacity to accommodate a dedicated branch circuit and service capacity to install a 208/240V outlet per charger;
2. Conduit from an electric panel to future EVCS location(s).

LOT WIDTH: ~~The horizontal distance between the side lines of a lot measured at right angles to its depth along a straight line parallel to the front lot line at the minimum required structure setback line.~~ The minimum distance between:

1. Side lot lines measured at the midpoint of the building line; and

4.2. Side lot lines at the ordinary high water level, if applicable (see figure below). Otherwise, side lot lines at the rear yard building setback line.



ORDINARY HIGH WATER LEVEL: ~~The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.~~ The boundary of public waters and wetlands, and shall be an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence upon the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For watercourses, the ordinary high water level is the elevation of the top of the bank of the channel. For reservoirs and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

PLUG IN HYBRID ELECTRIC VEHICLE: an electric vehicle that:

1. Contains an internal combustion engine and also allows power to be delivered to drive wheels by an electric motor;
2. Charges its battery primarily by connecting to the grid or other off-board electrical source;
3. May additionally be able to sustain battery charge using an on-board internal-combustion-driven generator; and
4. Has the ability to travel powered by electricity.

SETBACK: ~~The minimum horizontal distance by which any building or structure must be separated from a street right-of-way, lot line, or ordinary high water level~~ required between a structure, sewage treatment system, or other facility and an ordinary high water level, sewage treatment system, top of a bluff, road or highway right-of-way, property line, or other facility. Also known as “required yard.”

STRUCTURE: ~~A structure is anything constructed or erected, including paved surfaces, the use of which requires more or less permanent location on the ground, or attached to something having permanent location on the ground, and in the case of floodplain areas, in the stream bed or lake bed.~~ A structure is anything constructed or erected, including paved surfaces, the use of which requires more or less permanent location on the ground, or attached to something having permanent location on the ground, and in the case of floodplain areas, in the stream bed or lake bed. Structures include, but are not limited to,

decks, driveways, and at-grade patios. Structures do not include aerial or underground utility lines such as sewer, electric, telephone, gas lines, towers, poles, and other supporting structures.

Section 2. Shoreland Management Regulations After Planning Commission and City Council consideration of Phase 2 of Project File 0044, the Roseville City Code, Title 10 (Zoning) is hereby amended to reflect updates to the shoreland management regulations made to ensure that the provisions of the zoning code are in alignment with the model ordinance prepared by Minnesota Department of Natural Resources, including repealing the existing Chapter 1017 (Shoreland, Wetland and Storm Water Management) and replacing it with a new Shoreland Overlay District in Chapter 1012 (Overlay Districts). Regulations in Chapter 1017 pertaining to wetland and storm water management will be incorporated into City Code Title 8 under a companion ordinance.

§1004.09.C.2

Within this improvement area limit, impervious surfaces shall be limited to 25% of the ~~parcel area for parcels~~ within a Shoreland ~~or Wetland~~ Management Overlay District, or within the Stormwater Management or Wetland Protection Overlay Districts regulated in Title 8 of this Code, to mitigate surface water impacts caused by excess storm water runoff. ~~This impervious surface limit may be exceeded, within the allowed improvement area and in compliance with pertinent regulations in Chapter 1017 of this Title, by receiving approval(s) from the City Engineer to mitigate excess storm water runoff, generated by additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site conditions.~~

§1004.10.C

Improvement Area: Improvement area, including paved surfaces, the footprints of principal and accessory buildings, and other structures like decks, pergolas, pools, etc, shall be limited to 60% of the parcel area. The purpose of this overall improvement area for rather liberal construction on a residential property while preventing over- building; ~~for parcels within a Shoreland or Wetland Management District, paved surfaces and building footprints shall be further limited to 25% of the parcel area.~~

§1004.10.C.2

Within this improvement area limit, impervious surfaces shall be limited to 25% of the ~~parcel area for parcels~~ within a Shoreland ~~or Wetland~~ Management Overlay District, or within the Stormwater Management or Wetland Protection Overlay Districts regulated in Title 8 of this Code, to mitigate surface water impacts caused by excess storm water runoff. ~~This impervious surface limit may be exceeded, within the allowed improvement area and in compliance with pertinent regulations in Chapter 1017 of this Title, by receiving approval(s) from the City Engineer to mitigate excess storm water runoff, generated by additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site conditions.~~

Chapter 1012 Overlay Districts

Section:

1012.03: Shoreland Overlay District

1012.03: SHORELAND OVERLAY DISTRICT**A. Statutory Authorization and Policy**

1. Statutory Authorization: This shoreland ordinance is adopted pursuant to the authorization and policies contained in Minnesota Statutes, Chapter 103F, Minnesota Rules, Parts 6120.2500 - 6120.3900, and the planning and zoning enabling legislation in Minnesota Statutes, Chapter 462.
2. Policy: The Legislature of Minnesota has delegated responsibility to local governments of the state to regulate the subdivision, use and development of the shorelands of public waters and thus preserve and enhance the quality of surface waters, conserve the economic and natural environmental values of shorelands, and provide for the wise use of waters and related land resources. This responsibility is hereby recognized by the City of Roseville.
3. Purpose: The purpose of the Shoreland Overlay District is to recognize, preserve, protect and enhance the environmental, recreational and hydrologic resources and functions of the city's lakes by regulating the use of land adjacent to public waters. In order to promote the general health, safety and welfare, certain protected waters in the city have been given a shoreland management classification by the Minnesota Department of Natural Resources and the City of Roseville. The intent of the Shoreland Overlay District is to apply the regulations and standards found in this chapter to public waters and adjacent land as an overlay zone, further regulating the use of land as allowed by other districts of this ordinance.

B. General Provisions and Definitions

1. Jurisdiction: The provisions of this ordinance apply to the shorelands of the public water bodies as classified in Section 1012.03.D.1 of this ordinance. Pursuant to Minnesota Rules, Parts 6120.2500 -6120.3900, no lake, pond, or flowage less than 10 acres in size in municipalities or 25 acres in size in unincorporated areas need be regulated in a local government's shoreland regulations. A body of water created by a private user where there was no previous shoreland may, at the discretion of the governing body, be exempt from this ordinance.
2. Enforcement: The Community Development Director is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements, including violations of conditions and safeguards established in connection with grants of variances or conditional uses, constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in Section 1012.03.C.2 of this ordinance.
3. Severability: If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.
4. Abrogation and Greater Restrictions: It is not intended by this ordinance to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail. All other ordinances inconsistent with this ordinance are hereby repealed to the extent of the inconsistency only.
5. Definitions: Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance

its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

BLUFF: A topographic feature such as a hill, cliff, or embankment having the following characteristics:

- Part or all of the feature is located in a shoreland area;
- The slope must drain toward the waterbody.
- The slope rises at least 25 feet above the ordinary high water level;
- The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater (see Figure 1012-1), except that an area with an average slope of less than 18 percent over a distance of at least 50 feet shall not be considered part of the bluff (see Figure 1012-2).

Figure 1012-1: Illustration of Bluff

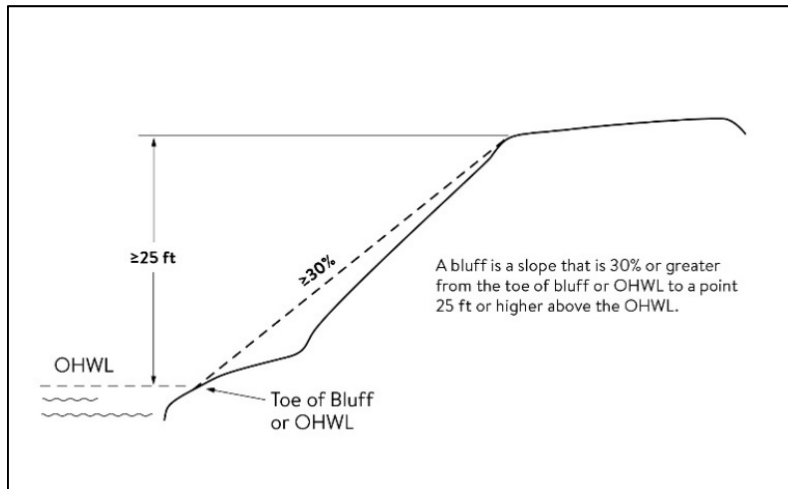
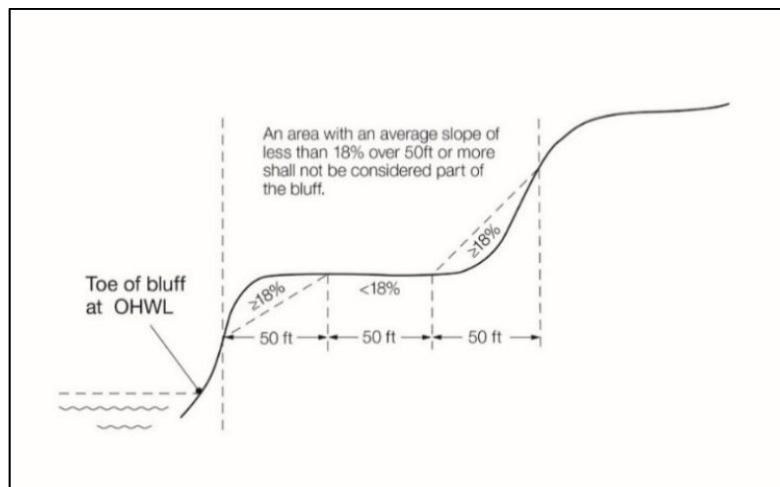
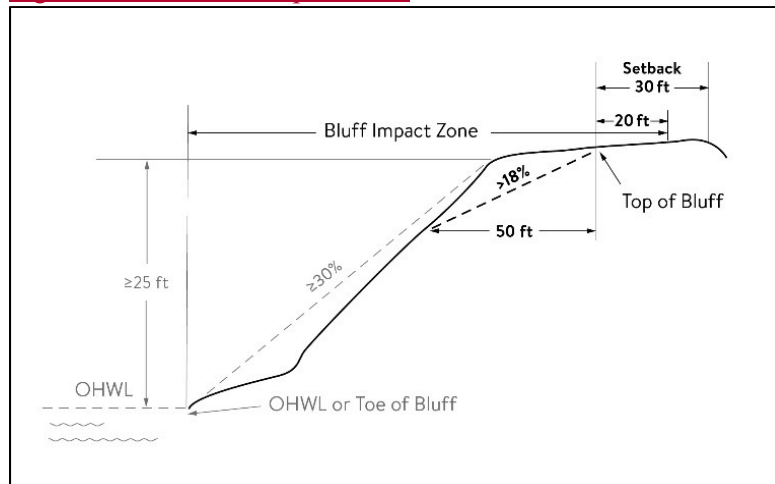


Figure 1012-2: Exception to Bluff



BLUFF IMPACT ZONE: A bluff and land located within 30 feet of the top of a bluff. See Figure 1012-3.

Figure 1012-3: Bluff Impact Zone



BLUFF, TOE OF: The lower point of a 50-foot segment with an average slope exceeding 18 percent or the ordinary high water level, whichever is higher.

BLUFF, TOP OF: For the purposes of measuring setbacks, bluff impact zone, and administering vegetation management standards, the higher point of a 50-foot segment with an average slope exceeding 18 percent.

BOATHOUSE: A facility as defined by Minnesota Statutes, Section 103G.245.

BUFFER: A vegetative feature as defined by Minnesota Statutes, Section 103F.48.

BUILDING LINE: A line parallel to a lot line or the ordinary high water level at the required setback beyond which a structure may not extend.

CONTROLLED ACCESS LOT: A lot used to access public waters or as a recreation area for owners of nonriparian lots within the same subdivision containing the controlled access lot.

COMMERCIAL USE: The principal use of land or buildings for the sale, lease, rental, or trade of products, goods, and services.

COMMISSIONER: The commissioner of the Department of Natural Resources.

CONDITIONAL USE: Conditional use. A land use or development as defined by ordinance that would not be appropriate generally but may be allowed with appropriate restrictions upon a finding that certain conditions as detailed in the zoning ordinance exist, the use or development conforms to the comprehensive land use plan of the community, and the use is compatible with the existing neighborhood.

DWELLING SITE: A designated location for residential use by one or more persons using temporary or movable shelter, including camping and recreational vehicle sites.

INDUSTRIAL USE: The use of land or buildings for the production, manufacture, warehousing, storage, or transfer of goods, products, commodities, or other wholesale items.

200 INTENSIVE VEGETATION CLEARING: The complete removal of trees or shrubs in a
201 contiguous patch, strip, row, or block.

202 NONCONFORMITY: Any legal use, structure or parcel of land already in existence, recorded, or
203 authorized before the adoption of official controls or amendments to those controls that would not
204 have been permitted to become established under the terms of the official controls as now written.

205 PLANNED UNIT DEVELOPMENT: A type of development characterized by a unified site
206 design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, or
207 lease, and also usually involving clustering of these units or sites to provide areas of common
208 open space, density increases, and a mix of structure types and land uses. These developments
209 may be organized and operated as condominiums, time-share condominiums, cooperatives, full
210 fee ownership, commercial enterprises, or any combination of these, or cluster subdivisions of
211 dwelling units, residential condominiums, townhouses, apartment buildings, dwelling grounds,
212 resorts, hotels, motels, and conversions of structures and land uses to these uses.

213 PUBLIC WATERS: Any water as defined in Minnesota Statutes, Section 103G.005, Subd. 15,
214 15a.

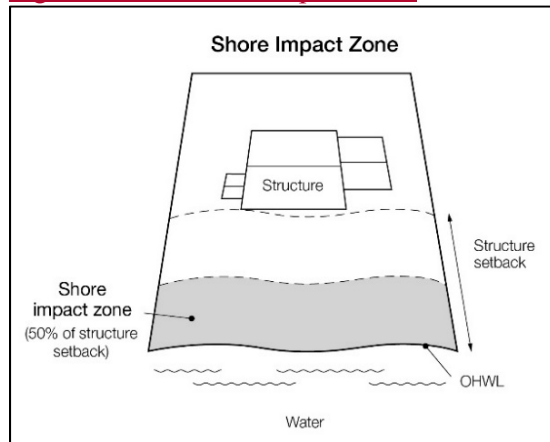
215 RESIDENTIAL PLANNED UNIT DEVELOPMENT: A use where the nature of residency is
216 nontransient and the major or primary focus of the development is not service-oriented. For
217 example, residential apartments, manufactured home parks, time-share condominiums,
218 townhouses, cooperatives, and full fee ownership residences would be considered as residential
219 planned unit developments. To qualify as a residential planned unit development, a development
220 must contain at least five dwelling units or sites.

221 SEMIPUBLIC USE: The use of land by a private, nonprofit organization to provide a public
222 service that is ordinarily open to some persons outside the regular constituency of the
223 organization.

224 SEWER SYSTEM: Pipelines or conduits, pumping stations, and force main, and all other
225 construction, devices, appliances, or appurtenances used for conducting sewage or industrial
226 waste or other wastes to a point of ultimate disposal.

SHORE IMPACT ZONE: Land located between the ordinary high water level of a public water and a line parallel to it at a setback of 50 percent of the structure setback (see Figure 1012-4).

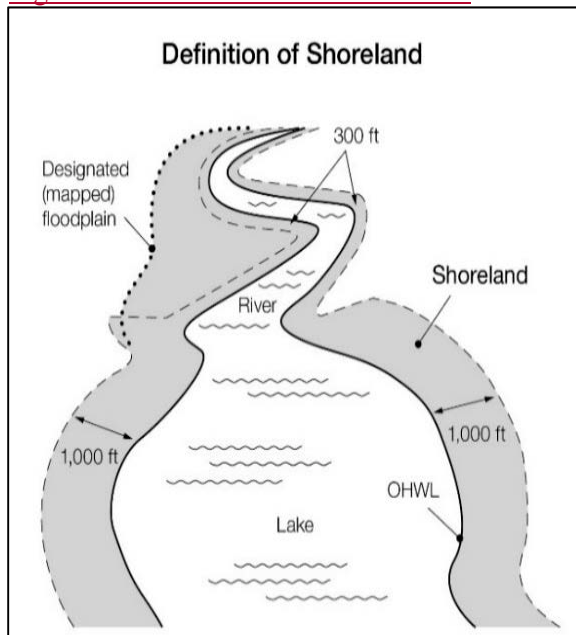
Figure 1012-4: Shore Impact Zone



SHORELAND: "Shoreland" means land located within the following distances from public waters:

- 1,000 feet from the ordinary high water level of a Department of Natural Resources designated lake, pond, or flowage; and
- 300 feet from a city designated water body; and
- 300 feet from a river or stream, or the landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater (see Figure 1012-5).

Figure 1012-5: Definition of Shoreland



SHORE RECREATION FACILITIES: Swimming areas, docks, watercraft mooring areas and launching ramps and other water recreation facilities.

SIGNIFICANT HISTORIC SITE: Any archaeological site, standing structure, or other property that meets the criteria for eligibility to the National Register of Historic Places or is listed in the State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the provisions of Minnesota Statutes, Section 307.08. A historic site meets these criteria if it is presently listed on either register or if it is determined to meet the qualifications for listing after review by the Minnesota state archaeologist or the director of the Minnesota Historical Society. All unplatted cemeteries are automatically considered to be significant historic sites.

STEEP SLOPE: Lands having average slopes over 12 percent, as measured over horizontal distances of 50 feet or more, which are not bluffs.

SUBDIVISION: Land that is divided for the purpose of sale, rent, or lease, including planned unit developments.

SUITABILITY ANALYSIS: An evaluation of land to determine if it is appropriate for the proposed use. The analysis considers factors relevant to the proposed use and may include the following features: susceptibility to flooding; existence of wetlands; soils, erosion potential; slope steepness; water supply, sewage treatment capabilities; water depth, depth to groundwater and bedrock, vegetation, near-shore aquatic conditions unsuitable for water-based recreation; fish and wildlife habitat; presence of significant historic sites; or any other relevant feature of the natural land.

VARIANCE: "Variance" means the same as that defined in Minnesota Statutes, Section 462.357 Subd. 6 (2).

WATER-DEPENDENT USE: The use of land for commercial, industrial, public or semi-public purposes, where access to and use of a public water is an integral part of the normal conduct of operation. Marinas, resorts, and restaurants with transient docking facilities are examples of commercial uses typically found in shoreland areas.

WATER-ORIENTED ACCESSORY STRUCTURE OR FACILITY: A small, above ground building or other improvement, except stairways, fences, docks, and retaining walls, which, because of the relationship of its use to surface water, reasonably needs to be located closer to public waters than the normal structure setback. Examples of such structures and facilities include, watercraft and watercraft equipment storage structures, gazebos, screen houses, fish houses, pump houses, saunas, patios, and detached decks. Boathouses and boat storage structures given the meaning under Minnesota Statutes, Section 103G.245 are not a water-oriented accessory structures

WETLAND: "Wetland" has the meaning given under Minnesota Rule, part 8420.0111.

C. Administration

1. Purpose: The purpose of this Section is to identify administrative provisions to ensure the ordinance is administered consistent with its purpose.

2. Permits

a. A permit is required for the construction of buildings or building additions (including construction of decks and signs) and those grading and filling activities not exempted by Section 1012.03.H.3 of this ordinance.

b. A certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required whenever a permit or variance of any type is required for any improvement on or use of the property.

3. Application Materials: Application for permits and other zoning applications such as variances shall be made to the Community Development Department on the forms provided. The application shall include the necessary information so that the Community Development Director can evaluate how the application complies with the provisions of this ordinance.

4. Variances: Variances may only be granted in accordance with Minnesota Statutes, Section 462.357 and are subject to the following:

a. A variance may not circumvent the general purposes and intent of this ordinance; and

b. Variances that allow a structure to be located within the ordinary high water level setback or that allow more impervious surface coverage than the standard shall include the following minimum conditions:

i. The greater of 20 feet or 20% of contiguous shoreline to a depth of 10 feet shall be restored with trees, shrubs, and low ground covers consisting of native plants which are consistent with the natural cover of the shoreline.

ii. A planting plan which is acceptable to City Staff shall be submitted that demonstrates how the restoration will occur.

iii. Either a conservation easement for the restored area shall be established and recorded, or signage following City policies shall be installed and maintained around the restoration area.

5. Conditional Uses: All conditional uses in the shoreland area are subject to a thorough evaluation of the waterbody and the topographic, vegetation, and soil conditions to ensure:

a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;

b. The visibility of structures and other facilities as viewed from public waters is limited;

c. There is adequate water supply and on-site sewage treatment; and

d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercrafts.

6. Mitigation

a. In evaluating all variances, conditional uses, zoning and building permit applications, the zoning authority shall require the property owner to address the following conditions, when related to and proportional to the impact, to meet the purpose of this ordinance, to protect adjacent properties, and the public interest:

i. Advanced storm water runoff management treatment;

ii. Reducing impervious surfaces;

iii. Increasing setbacks from the ordinary high water level;

- 317 iv. Restoration of wetlands;
- 318 v. Limiting vegetation removal and/or riparian vegetation restoration;
- 319 vi. Provisions for the location, design, and use of structures, sewage treatment systems, water
- 320 supply systems, watercraft launching and docking areas, and parking areas; and
- 321 vii. Other conditions the zoning authority deems necessary.
- 322 b. In evaluating plans to construct sewage treatment systems, roads, driveways, structures, or
- 323 other improvements on steep slopes, conditions to prevent erosion and to preserve existing
- 324 vegetation screening of structures, vehicles, and other facilities as viewed from the surface of
- 325 public waters assuming summer, leaf-on vegetation shall be attached to permits.
- 326 7. Nonconformities
- 327 a. All legally established nonconformities as of the date of this ordinance may continue, but will
- 328 be managed according to Minnesota Statutes, 462.357 Subd. 1e and other regulations of this
- 329 community for alterations and additions; repair after damage; discontinuance of use; and
- 330 intensification of use.
- 331 b. All additions or expansions to the outside dimensions of an existing nonconforming structure
- 332 must meet the setback, height, and other requirements of Sections 1012.03.E to 1012.03.H of
- 333 this ordinance. Any deviation from these requirements must be authorized by a variance.
- 334 8. Notifications to the Department of Natural Resources
- 335 a. All amendments to this shoreland ordinance must be submitted to the Department of Natural
- 336 Resources for review and approval for compliance with the statewide shoreland management
- 337 rules. The City of Roseville will submit the proposed ordinance amendments to the
- 338 commissioner or the commissioner's designated representative at least 30 days before any
- 339 scheduled public hearings.
- 340 b. All notices of public hearings to consider variances, ordinance amendments, or conditional
- 341 uses under shoreland management controls must be sent to the commissioner or the
- 342 commissioner's designated representative at least ten (10) days before the hearings. Notices
- 343 of hearings to consider proposed subdivisions/plats must include copies of the
- 344 subdivision/plat.
- 345 c. All approved ordinance amendments and subdivisions/plats, and final decisions approving
- 346 variances or conditional uses under local shoreland management controls must be sent to the
- 347 commissioner or the commissioner's designated representative and postmarked within ten
- 348 days of final action. When a variance is approved after the Department of Natural Resources
- 349 has formally recommended denial in the hearing record, the notification of the approved
- 350 variance shall also include the summary of the public record/testimony and the findings of
- 351 facts and conclusions which supported the issuance of the variance.
- 352 d. Any request to change the shoreland management classification of public waters within the
- 353 City of Roseville must be sent to the commissioner or the commissioner's designated
- 354 representative for approval, and must include a resolution and supporting data as required by
- 355 Minnesota Rules, part 6120.3000, subp.4.

e. Any request to reduce the boundaries of shorelands of public waters within City of Roseville must be sent to the commissioner or the commissioner's designated representative for approval and must include a resolution and supporting data. The boundaries of shorelands may be reduced when the shoreland of water bodies with different classifications overlap. In these cases, the topographic divide between the water bodies shall be used for adjusting the boundaries.

9. Mandatory EAW: An Environmental Assessment Worksheet consistent with Minnesota Rules, Chapter 4410 must be prepared for projects meeting the thresholds of Minnesota Rules, part 4410.4300, Subparts 19a, 20a, 25, 27, 28, 29, and 36a.

10. Planned Unit Development: A planned unit development (PUD) may be permitted within the Shoreland Overlay District as long as it follows the requirements of Chapter 1024 Planned Unit Developments and Section 1012.03.J below.

D. Shoreland Classification System and Land Uses

1. Shoreland Classification System

a. Purpose. To ensure that shoreland development on the public waters of the City of Roseville is regulated consistent with the classifications assigned by the commissioner under Minnesota Rules, part 6120.3300.

b. Lakes are classified as follows:

i. State designated general development (GD) lakes:

<u>Lake Name</u>	<u>DNR Public Waters I.D. #</u>
<u>Little Johanna</u>	<u>62005800 or 62-58P</u>
<u>Lake Josephine</u>	<u>62005700 or 62-57P</u>
<u>Lake Owasso</u>	<u>62005600 or 62-56P</u>
<u>McCarron Lake</u>	<u>62005400 or 62-54P</u>

ii. State designated natural environment (NE) lakes:

<u>Lake Name</u>	<u>DNR Public Waters I.D. #</u>
<u>Bennett Lake</u>	<u>62004800 or 62-48W</u>
<u>Langton Lake</u>	<u>62004900 or 62-49W</u>

iii. City designated general development (GD) lakes:

<u>Lake Name</u>
<u>Oasis Pond</u>
<u>Zimmerman Lake</u>
<u>Walsh Lake</u>
<u>Willow Pond</u>

2. Land Uses: The land uses allowable for the Shoreland Overlay District shall follow the permitted and conditional use designations as defined and outlined in the underlying zoning district.

E. Special Land Use Provisions

1. Commercial, Industrial, Public, and Semipublic Use Standards

a. Water-dependent uses may be located on parcels or lots with frontage on public waters provided that:

i. The use complies with provisions of Section 1012.03.G;

ii. The use is designed to incorporate topographic and vegetative screening of parking areas and structures;

iii. Uses that require short-term watercraft mooring for patrons must centralize these facilities and design them to avoid obstructions of navigation and to be the minimum size necessary to meet the need; and

iv. Uses that depend on patrons arriving by watercraft may use signs and lighting, provided that:

A. Signs placed in or on public waters must only convey directional information or safety messages and may only be placed by a public authority or under a permit issued by the county sheriff; and

B. Signs placed within the shore impact zone are:

a. No higher than ten feet above the ground, and no greater than 32 square feet in size; and

b. If illuminated by artificial lights, the lights must be shielded or directed to prevent illumination across public waters; and

C. Other lighting may be located within the shore impact zone or over public waters if it is used to illuminate potential safety hazards and is shielded or otherwise directed to prevent direct illumination across public waters. This does not preclude use of navigational lights.

2. Commercial, industrial, public, and semi-public uses that are not water-dependent must be located on lots or parcels without public waters frontage, or, if located on lots or parcels with public waters frontage, must either be set back double the ordinary high water level setback or be substantially screened from view from the water by vegetation or topography, assuming summer, leaf-on conditions.

F. Dimensional and General Performance Standards

1. Purpose: To establish dimensional and performance standards that protect shoreland resources from impacts of development.

2. Lot Area and Width Standards: After the effective date of this ordinance, all new lots must meet the minimum lot area and lot width requirements in subsection d below, subject to the following standards:

a. Only lands above the ordinary high water level can be used to meet lot area and width standards;

b. Lot width standards must be met at both the ordinary high water level and at the building line;

c. Residential subdivisions of one-family housing (lot) types that have dwelling unit densities exceeding those in subsection d below are allowed only if designed and approved as residential PUDs under Section 1012.03.J of this ordinance; and

d. Minimum Lot Area and Width Standards for One-Family to Four-Family Housing (Lot Type).

i. Riparian Lot

<u>Housing (Lot) Type</u>	<u>General Development Lake</u>		<u>Natural Environment Lake</u>	
	<u>Lot Area (sf)</u>	<u>Lot Width (ft)</u>	<u>Lot Area (sf)</u>	<u>Lot Width (ft)</u>
<u>One-Family (Single)</u>	<u>15,000</u>	<u>85</u>	<u>40,000</u>	<u>125</u>
<u>Two-Family (Duplex)</u>	<u>26,000</u>	<u>135</u>	<u>70,000</u>	<u>225</u>
<u>Three-Family (Triplex)</u>	<u>38,000</u>	<u>195</u>	<u>100,000</u>	<u>325</u>
<u>Four-Family (Quad)</u>	<u>49,000</u>	<u>255</u>	<u>130,000</u>	<u>425</u>

ii. Non-Riparian Lot. The lot area and lot width shall meet the standards set forth in the underlying zoning district.

3. Impervious Surface Coverage: Lot development shall meet the impervious surface requirements of the underlying zoning district and the stormwater management requirements of Title 8 of this Code.

4. Special Residential Lot Provisions:

a. Development of attached, courtyard cottage, and multifamily housing shall meet the following standards:

i. The lot area and lot width shall meet the standards of the underlying zoning district.

ii. 70% of the shore impact zone must be permanently protected. If that zone does not meet a riparian buffer standards then restoration is required.

iii. Shore recreation facilities:

A. Must be centralized and located in areas suitable for them based on a suitability analysis.

B. Docking, mooring, or over-water storage of more than six (6) watercraft on the centralized facility for the development will only be allowed if the width of the development is greater than the minimum lot width for a riparian single-family residential lot on the respective lake type. For each watercraft greater than six, the width of the development must be increased consistent with the following table:

<u>Ratio of lake size to shore length (acres/mile)</u>	<u>Required percent increase in frontage</u>
<u>Less than 100</u>	<u>25%</u>
<u>100 – 200</u>	<u>20%</u>
<u>201 – 300</u>	<u>15%</u>
<u>301 – 400</u>	<u>10%</u>
<u>Greater than 400</u>	<u>5%</u>

C. Launching ramp facilities, including a small dock for loading and unloading equipment, may be provided for use by occupants of dwelling units.

D. A legal instrument must be developed that:

- a. Specifies which tenants and/or lot owners have authority to use the facilities;
- b. Identifies what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring, docking, swimming, sunbathing, or picnicking;
- c. Limits the total number of vehicles allowed to be parked in any parking area specifically dedicated to the centralized facilities and the total number of watercraft allowed to be continuously moored, docked, or stored over water;
- d. Requires centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations; and
- e. Requires all parking areas, storage buildings, and other facilities to be screened by vegetation or topography as much as practical from view from the public water, assuming summer, leaf-on conditions.

E. Accessory structures and facilities, except water oriented accessory structures, must meet the required structure setback and must be centralized.

F. Water-oriented accessory structures and facilities may be allowed if they meet or exceed design standards contained in Section 1012.03.G.3 of this ordinance and are centralized.

b. Subdivisions of two-family (duplexes), three-family (triplexes), and four-family (quads) are conditional uses on Natural Environment Lakes and must also meet the following standards:

- i. Each building must be set back at least 200 feet from the ordinary high water level;
- ii. Watercraft docking facilities for each lot must be centralized in one location and serve all dwelling units in the building; and
- iii. No more than 25 percent of a lake's shoreline can be in duplex, triplex, or quad developments.

c. An accessory dwelling unit may be allowed as long as the standards of Section 1011.12.B.1 and i and ii below are met:

- i. The minimum lot size for a detached ADU must meet the two-family (duplex) standard for the lake type.
- ii. A detached ADU must be located or designed to reduce its visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer leaf- on conditions.

d. Controlled access lots are permissible if created as part of a subdivision and in compliance with the following standards:

- i. The lot must meet the area and width requirements for residential lots, and be suitable for the intended uses of controlled access lots as provided in subsection iv below;
- ii. If docking, mooring, or over-water storage of more than six (6) watercraft is to be allowed at a controlled access lot, then the width of the lot (keeping the same lot depth) must be increased by a percentage of the requirements for riparian residential lots for each watercraft beyond six, consistent with the following table:

<u>Ratio of lake size to shore length (acres/mile)</u>	<u>Required percent increase in frontage</u>
<u>Less than 100</u>	<u>25%</u>
<u>100 – 200</u>	<u>20%</u>
<u>201 – 300</u>	<u>15%</u>
<u>301 – 400</u>	<u>10%</u>
<u>Greater than 400</u>	<u>5%</u>

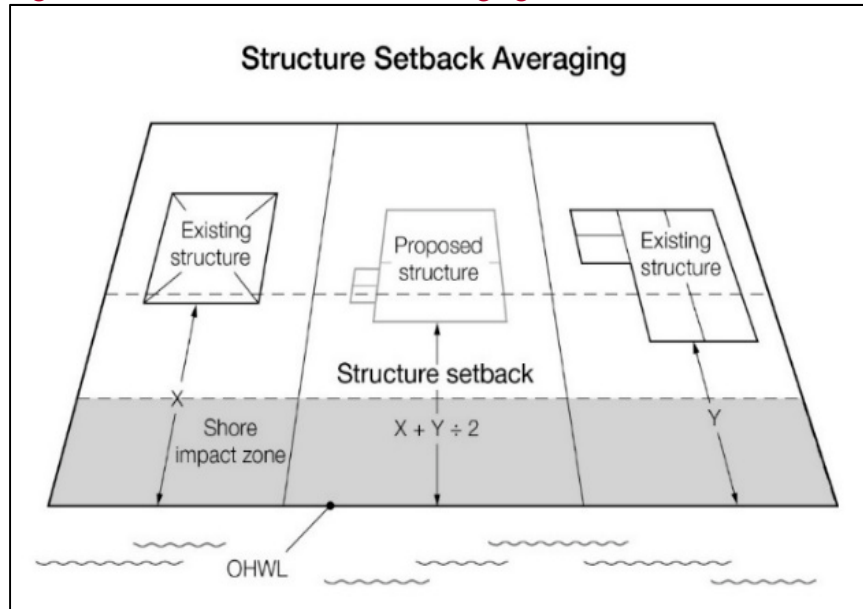
- iii. The lot must be jointly owned by all purchasers of lots in the subdivision or by all purchasers of non-riparian lots in the subdivision who are provided riparian access rights on the access lot; and
- iv. Covenants or other equally effective legal instruments must be developed that:
- A. Specify which lot owners have authority to use the access lot;
 - B. Identify what activities are allowed. The activities may include watercraft launching, loading, storage, beaching, mooring, docking, swimming, sunbathing, or picnicking;
 - C. Limit the total number of vehicles allowed to be parked and the total number of watercraft allowed to be continuously moored, docked, or stored over water;
 - D. Require centralization of all common facilities and activities in the most suitable locations on the lot to minimize topographic and vegetation alterations; and
 - E. Require all parking areas, storage buildings, and other facilities to be screened by vegetation or topography as much as practical from view from the public water, assuming summer, leaf-on conditions.

5. Placement, Height, and Design of Structures

- a. OHWL Setback for Structures. When more than one setback applies to a site, structures and facilities must be located to meet all setbacks, and comply with the following OHWL setback provisions.
- i. General Development Lake – 50 feet
 - ii. Natural Environment Lake – 150 feet
 - iii. OHWL Setbacks. Structures and impervious surfaces must meet setbacks from the Ordinary High Water Level (OHWL), except that one water-oriented accessory structure or facility, designed in accordance with Section 1012.03.G.3 of this ordinance, may be set back a minimum distance of ten (10) feet from the OHWL.
 - iv. Setback averaging. Where structures exist on the adjoining lots on both sides of a proposed building site, structure setbacks may be altered without a variance to conform to

the adjoining setbacks from the OHWL, provided the proposed structure is not located in a shore impact zone or in a bluff impact zone (see Figure 1012-6);

Figure 1012-6: Structure Setback Averaging



v. Setbacks of decks: Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria are met.

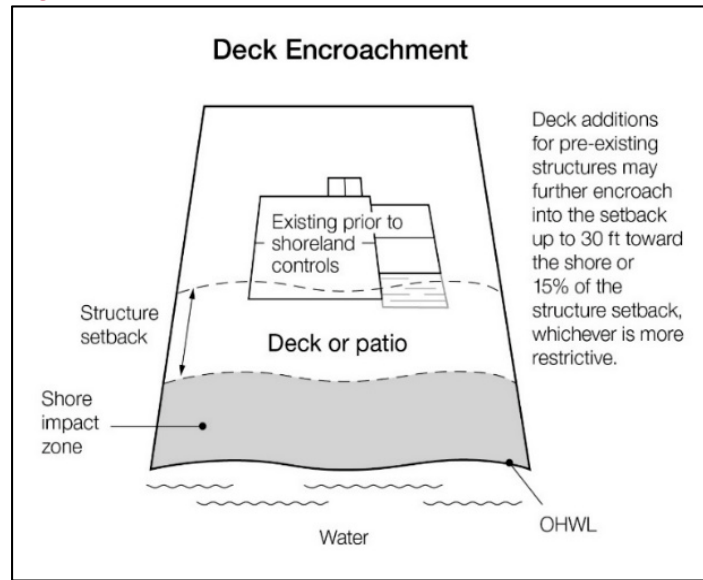
A. The structure existed on the date the structure setbacks were established;

B. A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure;

C. The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or is no closer than 30 feet from the OHWL, whichever is more restrictive; and

D. The deck is constructed primarily of wood or composite materials having the appearance of wood, and is not roofed or screened (see Figure 1012-7).

525

Figure 1012-7: Deck Encroachment

526

vi. Additional structure setbacks: Structures must also meet the following setbacks, regardless of the waterbody classification.

527

528

A. 30 feet from the top of the bluff

529

B. 50 feet from an unplatted cemetery

530

vii. Bluff Impact Zones: Structures, impervious surfaces, and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.

531

532

b. Height of Structures: All structures must meet the height limitations of the underlying zoning district.

533

534

c. Lowest Floor Elevation

535

i. Determining elevations: Structures must be placed at an elevation consistent with the applicable floodplain regulatory elevations. Where these controls do not exist, the elevation to which the lowest floor, including basement, is placed or flood-proofed must be determined for lakes by placing the lowest floor at a level at least three feet above the highest known water level, or three feet above the ordinary high water level, whichever is higher (see Figure 1012-8).

536

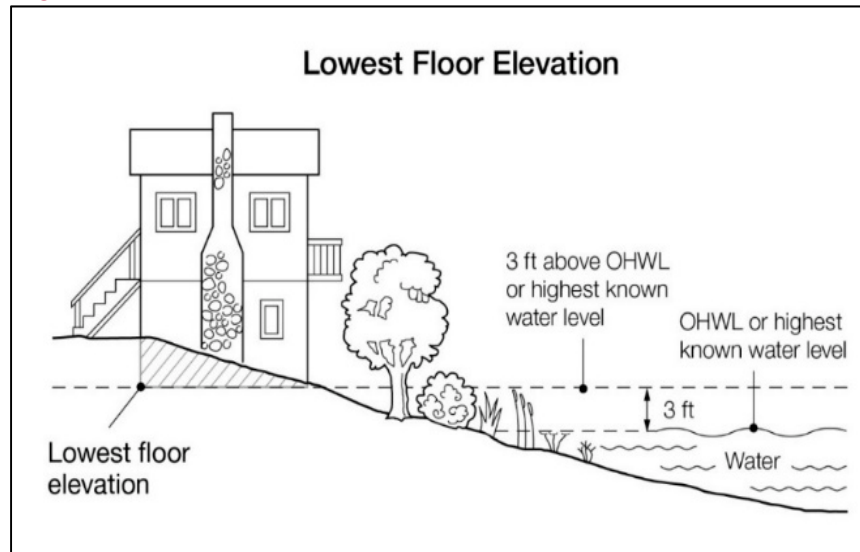
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540

Figure 1012.8: Lowest Floor Elevation



ii. Methods for Placement

A. In addition to the lowest floor, all service utilities must be elevated or water-tight to the elevation determined in subsection i above.

B. If elevation methods involving fill would result in filling in the shore impact zone, then structures must instead be elevated through floodproofing methods in accordance with subsection C below;

C. If the structure is floodproofed, then it must be built to resist hydrostatic pressure through elevation methods such as blocks, pilings, filled stem walls, elevated concrete pad, internally flooded enclosed areas, or through other accepted engineering practices consistent with FEMA technical bulletins 1, 2 and 3.

d. Significant Historic Sites: No structure may be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.

6. Water Supply and Sewage Treatment

a. Water supply. Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the Minnesota Pollution Control Agency.

b. Sewage treatment. Any premises used for human occupancy must be connected to a publicly-owned sewer system, where available or comply with Minnesota Rules, Chapters 7080 – 7081.

G. Performance Standards for Public and Private Facilities

1. Placement and Design of Roads, Driveways, and Parking Areas: Public and private roads and parking areas must be designed to take advantage of natural vegetation and topography to achieve maximum screening as viewed from public waters and comply with the following standards:

- 566 a. Roads, driveways, and parking areas must meet structure setbacks and must not be placed
567 within bluff and shore impact zones, when other reasonable and feasible placement
568 alternatives exist. If the City Engineer determines that no alternatives exist, they may be
569 placed within these areas, and must be designed to minimize adverse impacts;
- 570 b. Watercraft access ramps, approach roads, and access-related parking areas may be placed
571 within shore impact zones provided the vegetative screening and erosion control conditions of
572 this subpart are met;
- 573 c. Private facilities must comply with the grading and filling provisions of Section 1012.03.H.3
574 of this ordinance; and
- 575 d. For public roads, driveways and parking areas, documentation must be provided by a
576 qualified individual that they are designed and constructed to minimize and control erosion to
577 public waters consistent with the field office technical guides of the local soil and water
578 conservation district, or other applicable technical materials.
- 579 2. Stairways, Lifts, and Landings: Stairways and lifts are the preferred alternative to major
580 topographic alterations for achieving access up and down bluffs and steep slopes to shore areas.
581 Stairways, lifts, and landings must meet the following design requirements:
- 582 a. Stairways and lifts must not exceed four feet in width on residential lots. Wider stairways
583 may be used for commercial properties, public recreational uses, and planned unit
584 developments;
- 585 b. Landings for stairways and lifts on residential lots must not exceed 32 square feet in area.
586 Landings larger than 32 square feet may be used for commercial properties, public-space
587 recreational uses, and planned unit developments;
- 588 c. Canopies or roofs are not allowed on stairways, lifts, or landings;
- 589 d. Stairways, lifts, and landings may be either constructed above the ground on posts or pilings,
590 or placed into the ground, provided they are designed and built in a manner that ensures
591 control of soil erosion;
- 592 e. Stairways, lifts, and landings must be located in the most visually inconspicuous portions of
593 lots, as viewed from the surface of the public water assuming summer, leaf-on conditions,
594 whenever practical; and
- 595 f. Facilities such as ramps, lifts, or mobility paths for physically handicapped persons are also
596 allowed for achieving access to shore areas, if they are consistent with the dimensional and
597 performance standards of items a-e above and the requirements of Minnesota Rules, Chapter
598 1341.
- 599 3. Water-oriented Accessory Structures or Facilities: Each residential lot may have one water-
600 oriented accessory structure or facility if it complies with the following provisions:
- 601 a. The structure or facility must not exceed ten feet in height, exclusive of safety rails, and
602 cannot occupy an area greater than 250 square feet. The structure or facility may include
603 detached decks not exceeding eight feet above grade at any point or at-grade patios;
- 604 b. The structure or facility is not in the Bluff Impact Zone;

- c. The setback of the structure or facility from the ordinary high water level must be at least ten feet;
- d. The structure is not a boathouse or boat storage structure as defined under Minnesota Statutes, Section 103G.245;
- e. The structure or facility must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks or color, assuming summer, leaf-on conditions;
- f. The roof may be used as an open-air deck with safety rails, but must not be enclosed with a roof or sidewalls or used as a storage area;
- g. The structure or facility must not be designed or used for human habitation and must not contain water supply or sewage treatment facilities;
- h. As an alternative for general development and recreational development waterbodies, water-oriented accessory structures used solely for storage of watercraft and boating-related equipment may occupy an area up to 400 square feet provided the maximum width of the structure is 20 feet as measured parallel to the shoreline; and
- i. Water-oriented accessory structures may have the lowest floor placed lower than the elevation specified in Section 1012.03.F.5.c.i if the structure is designed to accommodate internal flooding, constructed of flood-resistant materials to the elevation, electrical and mechanical equipment is placed above the elevation and, if long duration flooding is anticipated, the structure is built to withstand ice action and wind-driven waves and debris.

H. Vegetation and Land Alterations

- 1. Purpose: Alterations of vegetation and topography are regulated to prevent erosion into public waters, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank slumping, sustain water quality, and protect fish and wildlife habitat.

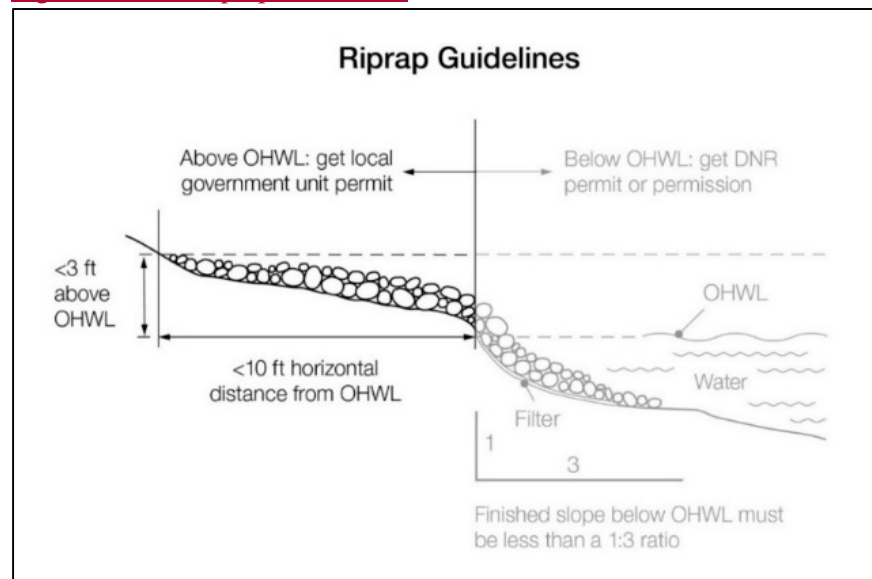
2. Vegetation Management

- a. Removal or alteration of vegetation must comply with the provisions of this subsection except for:
 - i. Vegetation alteration necessary for the construction of structures and sewage treatment systems under validly issued permits for these facilities; and
 - ii. The construction of public roads and parking areas if consistent with Section 1012.03.G.1 of this ordinance.
- b. Intensive vegetation clearing in the shore and bluff impact zones and on steep slopes is prohibited.
- c. Limited clearing and trimming of trees and shrubs in the shore and bluff impact zones and on steep slopes is allowed to provide a view to the water from the principal dwelling and to accommodate the placement of stairways and landings, picnic areas, access paths, beach and watercraft access areas, and permitted water-oriented accessory structures or facilities, provided that:

- i. The screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, is not substantially reduced;
 - ii. Existing shading of water surfaces along rivers is preserved;
 - iii. Cutting debris or slash shall be scattered and not mounded on the ground; and
 - iv. Perennial ground cover is retained.
 - v. Picnic areas, access paths, livestock watering areas, beaches and watercraft access areas are prohibited in bluff impact zones.
 - d. Removal of trees, limbs, or branches that are dead, diseased, dying, or pose safety hazards is allowed without a permit.
 - e. Fertilizer and pesticide runoff into surface waters must be minimized through use of vegetation, topography or both.
3. Grading and Filling
- a. Grading and filling activities must comply with the provisions of this subsection except for the construction of public roads and parking areas if consistent with Section 1012.03.G.1 of this ordinance.
 - b. Permit Requirements
 - i. Grading, filling and excavations necessary for the construction of structures, and driveways, if part of an approved permit, do not require a separate grading and filling permit. However, the standards in Section 1017.08.B.3 of this ordinance must be incorporated into the permit.
 - ii. For all other work, including driveways not part of another permit, a grading and filling permit is required for:
 - A. The movement of more than 10 cubic yards of material on steep slopes or within shore or bluff impact zones; and
 - B. The movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones.
 - c. Grading, filling and excavation activities must meet the following standards:
 - i. Grading or filling of any wetland must meet or exceed the wetland protection standards under Minnesota Rules, Chapter 8420 and any other permits, reviews, or approvals by other local state, or federal agencies such as watershed districts, the DNR or US Army Corps of Engineers;
 - ii. Land alterations must be designed and implemented to minimize the amount of erosion and sediment from entering surface waters during and after construction consistently by:
 - A. Limiting the amount and time of bare ground exposure;
 - B. Using temporary ground covers such as mulches or similar materials;
 - C. Establishing permanent, deep-rooted and dense vegetation cover as soon as possible;

- D. Using sediment traps, vegetated buffer strips or other appropriate techniques;
- E. Stabilizing altered areas to acceptable erosion control standards consistent with the field office technical guides of the soil and water conservation district;
- F. Not placing fill or excavated material in a manner that creates unstable slopes. Plans to place fill or excavated material on steep slopes must be reviewed by qualified professionals for continued slope stability and must not create finished slopes of 30 percent or greater;
- G. Fill or excavated material must not be placed in bluff impact zones;
- H. Any alterations below the ordinary high water level of public waters must first be authorized by the commissioner under Minnesota Statutes, Section 103G;
- I. Alterations of topography are only allowed if they are accessory to permitted or conditional uses and do not adversely affect adjacent or nearby properties; and
- J. Placement of natural rock riprap, including associated grading of the shoreline and placement of a filter blanket, is permitted if:
- a. the finished slope does not exceed three feet horizontal to one-foot vertical;
 - b. the landward extent of the riprap is within ten feet of the ordinary high water level; and
 - c. the height of the riprap above the ordinary high water level does not exceed three feet (see Figure 1012-9).

Figure 1012-9: Riprap Guidelines



- d. Connections to public waters. Excavations to connect boat slips, canals, lagoons, and harbors to public waters require a public waters permit and must comply with Minnesota Rules, Chapter 6115.

I. Subdivision/Platting Provisions

1. Purpose: To ensure that new development minimizes impacts to shoreland resources and is safe and functional.
2. Land suitability: Each lot created through subdivision, including planned unit developments authorized under Section 1012.03.J of this ordinance, must be suitable in its natural state for the proposed use with minimal alteration. A suitability analysis must be conducted for each proposed subdivision, including planned unit developments, to determine if the subdivision is suitable in its natural state for the proposed use with minimal alteration and whether any feature of the land is likely to be harmful to the health, safety, or welfare of future residents of the proposed subdivision or of the community.
3. Consistency with other controls: Subdivisions and each lot in a subdivision shall meet all official controls so that a variance is not needed later to use the lots for their intended purpose.
4. Dedications: When a land or easement dedication is a condition of subdivision approval, the approval must provide easements over natural drainage or ponding areas for management of stormwater and significant wetlands.
5. Platting: All subdivisions that cumulatively create five or more lots or parcels that are 2-1/2 acres or less in size shall be processed as a plat in accordance with Minnesota Statutes, Chapters 462.358 Subd. 3a (cities) and 505. No permit for construction of buildings or sewage treatment systems shall be issued for lots created after the adoption of this ordinance unless the lot was previously approved as part of a formal subdivision.
6. Controlled Access Lots: Controlled access lots within a subdivision must meet or exceed the lot size criteria in Section 1012.03.F.2.d of this ordinance.

J. Planned Unit Developments (PUDs)

1. Purpose: To protect and enhance the natural and scenic qualities of shoreland areas during and after development and redevelopment of high density residential and commercial uses.
2. Types of PUDs Permissible: Planned unit developments (PUDs) are allowed for new projects on undeveloped land, redevelopment of previously built sites, or conversions of existing buildings and land. Deviation from the minimum lot size standards of Section 1012.03.F.2.d of this ordinance is allowed if the standards in this Section are met.
3. Processing of PUDs: Planned unit developments must be created through rezoning to an overlay district. The Planned unit development shall comply with the provisions of this section in addition to the standards set forth in Chapter 1023 Planned Unit Developments.
4. Application for a PUD: In addition to the application materials required by Chapter 1023 Planned Unit Developments, the applicant for a PUD must submit the following documents prior to final action on the application request:
 - a. A property owner's association agreement (for residential PUDs) which includes mandatory membership, and which is consistent with Section 1012.03.J.6 of this ordinance.

b. Deed restrictions, covenants, permanent easements or other instruments that ensure the long-term preservation and maintenance of open space in accordance with the criteria and analysis specified in subsection 6 below.

5. Density Determination. Proposed new or expansions to existing planned unit developments must be evaluated using the following procedures.

a. Step 1: Identify Density Analysis Tiers. Divide the project parcel into tiers by drawing one or more lines parallel to the ordinary high water level at the following intervals, proceeding landward:

<u>Waterbody Classification</u>	<u>No Sewer (ft)</u>	<u>Sewer (ft)</u>
<u>General Development Lakes – 1st tier</u>	<u>200</u>	<u>200</u>
<u>General Development Lakes – all other tiers</u>	<u>267</u>	<u>200</u>
<u>Natural Environment Lakes</u>	<u>400</u>	<u>320</u>

b. Step 2: Calculate Suitable Area for Development. Calculate the suitable area within each tier by excluding all wetlands, bluffs, or land below the ordinary high water level of public waters.

c. Step 3: Determine Base Density. For residential PUDs, divide the suitable area within each tier by the minimum single residential lot area for lakes to determine the allowable number of dwelling units, or base density, for each tier.

<u>Inside Living Floor Area or Dwelling Site Areas (sf)</u>	<u>General Development Lakes w/sewer – all tiers</u>	<u>Natural Environment Lakes</u>
<u>< 200</u>	<u>.040</u>	<u>.010</u>
<u>300</u>	<u>.048</u>	<u>.012</u>
<u>400</u>	<u>.056</u>	<u>.014</u>
<u>500</u>	<u>.065</u>	<u>.016</u>
<u>600</u>	<u>.072</u>	<u>.019</u>
<u>700</u>	<u>.082</u>	<u>.021</u>
<u>800</u>	<u>.091</u>	<u>.023</u>
<u>900</u>	<u>.099</u>	<u>.025</u>
<u>1,000</u>	<u>.108</u>	<u>.027</u>
<u>1,100</u>	<u>.116</u>	<u>.029</u>
<u>1,200</u>	<u>.125</u>	<u>.032</u>
<u>1,300</u>	<u>.133</u>	<u>.034</u>
<u>1,400</u>	<u>.142</u>	<u>.036</u>
<u>> 1,500</u>	<u>.150</u>	<u>.038</u>

d. Step 4: Determine if the Site can Accommodate Increased Density:

i. The following increases to the dwelling unit or dwelling site base densities determined in Step 3 above are allowed if the design criteria in Section 1012.03.J.6 of this ordinance are satisfied as well as the standards in subsection ii below:

<u>Shoreland Tier</u>	<u>Maximum density increase within each tier (percent)</u>
<u>1st</u>	<u>50</u>
<u>2nd</u>	<u>100</u>
<u>3rd</u>	<u>200</u>
<u>4th</u>	<u>200</u>
<u>5th</u>	<u>200</u>

- 757 ii. Structure setbacks from the ordinary high water level:
- 758 A. Are increased to at least 50 percent greater than the minimum setback; or
- 759 B. The impact on the waterbody is reduced an equivalent amount through vegetative
- 760 management, topography, or additional acceptable means and the setback is at least
- 761 25 percent greater than the minimum setback.
- 762 6. Design Criteria: All PUDs must meet the following design criteria.
- 763 a. General Design Standards
- 764 i. All residential planned unit developments must contain at least five dwelling units or
- 765 sites.
- 766 ii. Dwelling units or dwelling sites must be clustered into one or more groups and located on
- 767 suitable areas of the development.
- 768 iii. Dwelling units or dwelling sites must be designed and located to meet the dimensional
- 769 standards in Section 1012.03.F:
- 770 iv. Shore recreation facilities:
- 771 A. Must be centralized and located in areas suitable for them based on a suitability
- 772 analysis.
- 773 B. The number of spaces provided for continuous beaching, mooring, or docking of
- 774 watercraft must not exceed one for each allowable dwelling unit or site in the first
- 775 tier.
- 776 C. Launching ramp facilities, including a small dock for loading and unloading
- 777 equipment, may be provided for use by occupants of dwelling units or sites located in
- 778 other tiers.
- 779 v. Structures, parking areas, and other facilities must be treated to reduce visibility as
- 780 viewed from public waters and adjacent shorelands by vegetation, topography, increased
- 781 setbacks, color, or other means acceptable to the local unit of government, assuming
- 782 summer, leaf-on conditions. Vegetative and topographic screening must be preserved, if
- 783 existing, or may be required to be provided.
- 784 vi. Accessory structures and facilities, except water oriented accessory structures, must meet
- 785 the required structure setback and must be centralized.
- 786 vii. Water-oriented accessory structures and facilities may be allowed if they meet or exceed
- 787 design standards contained in Section 1012.03.G.3 of this ordinance and are centralized.

b. Open Space Requirements: Open space must constitute at least 50 percent of the total project area and must include:

i. Areas with physical characteristics unsuitable for development in their natural state;

ii. Areas containing significant historic sites or unplatted cemeteries;

iii. Portions of the shore impact zone preserved in its natural or existing state as follows:

A. For existing residential PUDs, at least 50 percent of the shore impact zone

B. For new residential PUDs, at least 70 percent of the shore impact zone.

iv. Open space may include:

A. Outdoor recreational facilities for use by owners of dwelling units or sites, by guests staying in commercial dwelling units or sites, and by the general public;

B. Non-public water wetlands.

v. Open space shall not include:

A. Dwelling sites;

B. Dwelling units or structures, except water oriented accessory structures or facilities;

C. Road rights-of-way or land covered by road surfaces and parking areas;

D. Land below the OHWL of public waters; and

E. Commercial facilities or uses.

c. Open Space Maintenance and Administration Requirements

i. Open space preservation: The appearance of open space areas, including topography, vegetation, and allowable uses, must be preserved and maintained by use of deed restrictions, covenants, permanent easements, public dedication, or other equally effective and permanent means. The instruments must prohibit:

A. Commercial uses (for residential PUDs);

B. Vegetation and topographic alterations other than routine maintenance;

C. Construction of additional buildings or storage of vehicles and other materials; and

D. Uncontrolled beaching of watercraft.

ii. Development organization and functioning: Unless an equally effective alternative community framework is established, all residential planned unit developments must use an owners association with the following features:

A. Membership must be mandatory for each dwelling unit or dwelling site owner and any successive owner;

B. Each member must pay a pro rata share of the association's expenses, and unpaid assessments can become liens on units or dwelling sites;

C. Assessments must be adjustable to accommodate changing conditions; and

D. The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.

d. Erosion Control and Stormwater Management

i. Erosion control plans must be developed and must be consistent with the provisions of Section 1012.03.H.3 of this ordinance. Erosion control plans approved by a soil and water conservation district may be required if project size and site physical characteristics warrant.

ii. Stormwater management facilities must be designed and constructed to manage expected quantities and qualities of stormwater runoff.

Chapter 1017 Shoreland, Wetland and Storm Water Management [REPEALED]

Section 3. Environmental Regulations. After Planning Commission and City Council consideration of Phase 2 of Project File 0044, the Roseville City Code, Title 10 (Zoning) is hereby amended to revise certain regulations pertaining to landscaping requirements and add regulations for electric vehicle charging.

§1011.03.A.3.e.ii

Multi-family residential dwellings shall require 1 canopy ~~or~~ and 1 evergreen tree per ~~dwelling unit two thousand (2,000) square feet of open area.~~

§1011.03.A.4

c. All plant materials shall be selected based on zone tolerance in accordance with the USDA Plant Hardiness Zone Map.

d. No new landscaping shall contain plant materials that are listed on the MN Dept. of Agriculture Noxious Weed List or the MN DNR Invasive Terrestrial Plants List.

Chapter 1019 Parking and Loading Areas

Section

1019.04: Minimum Parking Spaces and Electric Vehicle Charging Requirements

1019.04: Minimum Parking Spaces and Electric Vehicle Charging Requirements

1019.04

D. Electric Vehicle Charging Standards

1. The intent of this section is to facilitate and encourage the use of electric vehicles, to expedite the establishment of a convenient, cost-effective electric vehicle charging infrastructure, and establish minimum requirements for electric vehicle parking spaces and charging infrastructure to serve both short and long-term parking needs.

2. Minimum Number of Required Electric Vehicle Charging Stations (EVCS)

a. All new parking areas, existing parking areas expanding by more than 25% additional parking spaces, and existing parking areas improving more than 25% of the parking area are subject to the standards of Table 1019-2.

- b. For all calculations of required parking spaces based on percentages, any fractional result of 0.5 or greater shall be rounded up to the next consecutive whole number.

Table 1019-2: Minimum Number of Required Electric Vehicle Charging Stations (EVCS)

<u>Number of spaces</u>	<u>EVCS by required parking spaces and charging levels (Level 1, Level 2, DC) for new parking areas</u>	<u>EVCS by required parking spaces and charging levels (Level 1, Level 2, DC) for expansion or improvement of existing parking areas</u>
<u>29 or fewer</u>	<u>Optional</u>	<u>Optional</u>
<u>30- 49</u>	<u>Multiple-family residential (5 or more units):</u> <u>5% of required parking spaces, of which at least one shall be accessible, as Level 1 or greater</u> <u>Non-residential land uses</u> <u>Two parking spaces, of which at least one shall be accessible, as Level 2 or greater</u>	<u>In the event that a parking area is expanded or improved (per Section 1019.03), EVCS are required only when the expansion consists of more than 25% additional parking spaces or more than 25% of the parking area is improved.</u>
<u>50+</u>	<u>Multiple-family residential (5 or more units):</u> <u>10% of required parking spaces, of which at least one shall be accessible, as Level 1 or greater</u> <u>One guest parking space as Level 2 or greater</u> <u>Non-residential land uses</u> <u>5% of required parking spaces, of which at least one shall be accessible, as Level 2 or greater</u>	<u>In the event that a parking area is expanded or improved (per Section 1019.03), EVCS are required only when the expansion consists of more than 25% additional parking spaces or more than 25% of the parking area is improved.</u>

- c. Notwithstanding the requirements of subsections above, all new motor fuel sales (gas station) as defined in Chapter 1001.01 Section 1 shall be required to install at least one additional Level 2 EVCS. A DC EVCS may be installed to meet this requirement.
- d. In addition to the number of required EVCS, the following accommodations shall be required for the anticipated future growth in market demand for electric vehicles:
- i. Multiple-Family Residential Land Uses (5 or more units per building): all new and expanded parking areas shall provide electric vehicle supply equipment (EVSE) with the electrical capacity necessary to accommodate the future hardwire installation of Level 2 EVCS for a minimum of 10% of required parking spaces.

- 869 ii. Non-Residential Land Uses: all new and expanded parking areas shall provide EVSE
 870 with the electrical capacity necessary to accommodate the future hardwire installation of
 871 Level 2 or DC EVCS for a minimum of 10% of required parking spaces.
- 872 e. These requirements may be revised upward or downward by the City Council as part of an
 873 application for a conditional use permit or planned unit development based on verifiable
 874 information pertaining to parking.
- 875 3. Reductions to EVCS requirements. When the cost of installing EVCS required by this Chapter
 876 would exceed five percent of the total project cost, the property owner or applicant may request a
 877 reduction in the EVCS requirements and submit cost estimates for city consideration. When City
 878 Council approval of the project is not required, the Community Development Department may
 879 administratively approve a reduction to the required amount of EVCS in order to limit the EVCS
 880 installation costs to not more than five percent of the total project cost.
- 881 4. Permitted Locations
- 882 a. Level 1, Level 2, and DC EVCS are permitted in every zoning district, when accessory to the
 883 primary permitted use. Such EVCS located at residential uses shall be designated as private
 884 restricted use only.
- 885 b. If the primary use of the parcel is the retail electric charging of vehicles, then the use shall be
 886 considered a motor fuel sales use for zoning purposes. Installation shall be located in zoning
 887 districts which permit a motor fuel sales use.
- 888 5. General Requirements for One- to Four-Family Dwellings
- 889 a. EVCS shall be located in a garage, or on the exterior wall of the home or garage adjacent to a
 890 parking space.
- 891 b. EVCS shall comply with all relevant design criteria as outlined in subsection 6.d below,
 892 unless specifically exempted.
- 893 6. General Requirements for Multi-Family Dwellings (5 or more units per building) and Non-
 894 Residential Development
- 895 a. Accessible Parking Spaces: An EVCS will be considered accessible if it is located adjacent
 896 to, and can serve, an accessible parking space as defined and required by the ADA It is not
 897 necessary to designate the EVCS exclusively for the use of vehicles parked in the accessible
 898 parking space.
- 899 b. EVCS – public use shall be subject to the following requirements:
- 900 i. EVCS shall be located in a manner that will be easily seen by the public for informational
 901 and security purposes.
- 902 ii. EVCS shall be located in desirable and convenient parking locations that will serve as an
 903 incentive for the use of electric vehicles.
- 904 iii. EVCS must be operational during the normal business hours of the use(s) that it serves.
 905 EVCS may be de-energized or otherwise restricted after normal business hours of the
 906 use(s) it serves.

c. Lighting: Site lighting shall be provided where EVCS is installed, unless charging is for daytime purposes only.

d. EVCS Equipment Design Standards

i. Battery charging station outlets and connector devices shall be mounted to comply with state code and must comply with all relevant Americans with Disabilities Act (ADA) requirements. EVCS mounted on pedestals, lighting posts, bollards, or other devices shall be designed and located as to not impede pedestrian travel or create trip hazards on sidewalks.

ii. EVCS may be located adjacent to designated parking spaces in a garage or parking lot as long as the devices do not encroach into the required dimensions of the parking space (length, width, and height clearances).

iii. The design should be appropriate to the location and use. Facilities should be able to be readily identified by electric vehicle users and blend into the surrounding landscape/architecture for compatibility with the character and use of the site.

iv. EVCS pedestals shall be designed to minimize potential damage by accidents, vandalism and to be safe for use in inclement weather.

e. Usage Fees: Service fee may be collected for the use of EVCS.

f. Maintenance: EVCS shall be maintained in all respects, including the functioning of the equipment. A phone number or other contact information shall be provided on the equipment for reporting problems with the equipment or access to it.

Section 4. Effective Date. This ordinance amendment to the City Code shall take effect upon the passage and publication of this ordinance.

Passed this 6th day of March 2023.

ORDINANCE NO. _____

AN ORDINANCE AMDENDING TITLE 8, PUBLIC WORKS, OF THE ROSEVILLE
CITY CODE TO UPDATE AND AMEND STORMWATER AND WETLAND
REGULATIONS

Section 1. Stormwater Amended. After City Council consideration the Roseville City Code, Chapter 803 is hereby amended to add and update language to Stormwater Management Overlay District.

SECTION:

803.01: ~~Storm Water~~Stormwater
Drainage Utility 803.02: Connection to
Storm Sewers
803.03 ~~Storm Water~~Stormwater Illicit Discharge and Connections
803.04 Erosion and Sedimentation Control
803.05 Stormwater Management Overlay District
~~803.04~~803.06 Stormwater Best Management Practice (BMP)
Maintenance

803.01 : ~~STORM WATER~~STORMWATER DRAINAGE UTILITY:

- A. Establishment: The Municipal storm sewer system shall be operated as a public utility pursuant to Minnesota Statute, section 444.075, from which revenues will be derived subject to the provisions of this Section and Minnesota statutes. The ~~storm-water~~stormwater drainage utility will be part of the Public Works Department and under the administration of the Public Works Director.
- B. Definition: "Residential equivalent factor, (REF)" - One REF is defined as the ratio of the average volume of runoff generated by one acre of a given land use to the average volume of runoff generated by one acre of typical single-family residential land during a standard one year rainfall event.
- C. Fees: ~~Storm-water~~Stormwater drainage fees for parcels of land shall be determined by multiplying the REF for a parcel's land use by the parcel's acreage and then multiplying the REF for a parcel's land use by the parcel's acreage and then multiplying the resulting product by the ~~storm water~~stormwater drainage rate. The REF values for various land uses are as follows¹:
For the purpose of calculating ~~storm-water~~stormwater drainage fees, all developed one- family and duplex parcels shall be considered to have an acreage of one-third (1/3) acre. The ~~storm-water~~stormwater drainage rate used to calculate the actual charge per property shall be established by City Council Resolution.
- D. Credits: The City Council may adopt policies recommended by the Public Works Director, by resolution, for adjustment of the ~~storm-water~~stormwater drainage fee for parcels based upon hydrologic data to be supplied by property owners, which data demonstrates a hydrologic response substantially different from the standards. Such adjustments of ~~storm-water~~stormwater drainage fees shall not be made retroactively.
- E. Exemptions: The following land uses are exempt from ~~storm water~~stormwater drainage fees:

1. Public rights of way.
 2. Vacant, unimproved land with ground cover.
- F. Payment of Fee: Statements for ~~storm-water~~stormwater drainage fee shall be computed every three months and invoiced by the Finance Officer for each account on or about the fifth day of the month following the quarter. Such statement shall be due on or before the last day of the month in which the statement is mailed. Any prepayment or overpayment of charges shall be retained by the City and applied against subsequent quarterly fees.
- G. Recalculation of Fee: If a property owner or person responsible for paying the ~~storm-water~~stormwater drainage fee questions the correctness of an invoice for such charge, such person may have the determination of the charge recomputed by written request to the Public Works Director made within twelve months of mailing of the invoice in question by the City.
- H. Penalty for Late Payment: Each quarterly billing for ~~storm-water~~stormwater drainage fees not paid when due shall incur a penalty charge of ten percent of the amount past due.
- I. Certification of Past Due Fees on Taxes: Any past due ~~storm-water~~stormwater drainage fees, in excess of 90 days past due, may be certified to the County Auditor for collection with real estate taxes, pursuant to Minnesota Statute, section 444.075, subdivision 3. In addition, the City shall also have the right to bring a civil action or to take other legal remedies to collect unpaid fees. (Ord. 937, 1-9-84; amd. 1995 Code) (Ord. 1383, 6-08-2009)

803.02 : CONNECTION TO STORM SEWERS:

- A. Permit Required: No person shall connect any drain to a storm sewer of the City without first obtaining a permit to do so.
- B. Granting of Permits: The Public Works Director shall grant permits only to applicants who are licensed by the City.
- C. Hook Up Permit Fee: The fee for a permit to hook up to a City storm sewer shall be set by City Council resolution. (Ord. 377, 9-10-62; amd. 1995 Code)
- D. Additional Fees: Before any hook up permit shall be issued, the following conditions shall be complied with:
1. No permit shall be issued to connect with any storm sewer system to the City directly or indirectly from any lot or tract of land unless the Public Works Director shall have certified:
 - a. That such lot or tract of land has been assessed for the cost of construction or the storm sewer main or line with which the connection is made, or
 - b. If no assessment has been levied for such construction cost, the proceedings for levying such assessment have been or will be completed in due course, or
 - c. If no assessment has been levied and no assessment proceedings will be completed in due course, that a sum equal to the portion of cost of constructing said storm sewer main which would be assessable against said lot or tract has been paid to the City, or
 2. If no such certificate can be issued by the Public Works Director no permit to connect to any storm sewer main shall be issued unless the applicant shall pay an additional connection fee which shall be equal to the portion of the cost of construction of the said storm sewer main which would be assessable against said lot or tract to be served by such connection. Said assessable cost is to be determined by the Public Works Director upon the same basis as any assessment previously levied against other property for the said main,

including interest at a rate equal to the interest rate of the original assessment from the date of the original assessment and continuing for a period of 20 years or the amount of years the assessment was payable, whichever is less. Interest may be waived or decreased, when it is determined by the Public Works Director that the improvement was not subject to utilization until a later date. If no such assessment has been levied, the assessable cost will be determined upon the basis of the uniform charge which may have been or which shall be charged for similar storm sewer improvements, determined on the basis of the total assessable cost of said main or line, allocated on a frontage basis, acreage basis, or both.

3. No building permit shall be issued for any building where the affected lot or parcel of land has been benefited by an assessed storm sewer improvement unless the provisions of this subsection have been complied with. (Ord. 745, 12-30-74; amd. 1995 Code)

803.03 : ~~STORM WATER~~STORMWATER ILLICIT DISCHARGE AND CONNECTIONS:

A. Purpose: The purpose of the ordinance is to promote, preserve and enhance the natural resources within the City and protect them from adverse effects caused by non-~~storm water~~stormwater discharge by regulating discharges that would have an adverse and potentially irreversible impact on water quality and environmentally sensitive land. This ordinance will provide for the health, safety, and general welfare of the citizens of the City of Roseville through the regulation of non- ~~storm water~~stormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:

1. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by ~~storm water~~stormwater discharges by any person.
2. To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system.
3. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance.

B. Definitions: For the purposes of this ordinance, the following terms, phrases, words and their derivatives shall have the meaning stated below.

1. BEST MANAGEMENT PRACTICE (BMP): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.
 - a. Non-structural BMP: Practices that focus on preserving open space, protecting natural systems, and incorporating existing landscape features such as wetlands and stream corridors to manage ~~storm water~~stormwater at its source. Other practices include clustering and concentrating development, minimizing disturbed areas, and reducing the size of impervious areas.
 - b. Structural BMP: a physical device that is typically designed and constructed to trap or filter pollutants from runoff, or reduce runoff

- 152 velocities.
- 153 2. COMMERCIAL: Activity conducted in connection with a business.
- 154 3. DISCHARGE: Adding, introducing, releasing, leaking, spilling, casting,
- 155 throwing, or emitting any pollutant, or placing any pollutant in a location
- 156 where it is likely to pollute waters of the state.
- 157 4. EQUIPMENT: Implements used in an operation or activity. Examples
- 158 include, but are not limited to; lawn mowers, weed whips, shovels,
- 159 wheelbarrows and construction equipment.
- 160 5. EROSION: any process that wears away the surface of the land by the action
- 161 of water, wind, ice, or gravity. Erosion can be accelerated by the activities of
- 162 man and nature.
- 163 6. GROUNDWATER: Water contained below the surface of the earth in the
- 164 saturated zone including, without limitation, all waters whether under
- 165 coned, unconfined, or perched conditions, in near surface unconsolidated
- 166 sediment or regolith, or in rock formations deeper underground.
- 167 7. ILLEGAL/ ILLICIT DISCHARGE: Any direct or indirect non-~~storm~~
- 168 ~~water~~stormwater discharge to the storm drainage system, except as
- 169 exempted in this chapter.
- 170 8. ILLICIT CONNECTION: Either of the following:
- 171 a. Any drain or conveyance, whether on the surface or subsurface, which
- 172 allows an illegal discharge to enter the storm drain system (including any
- 173 non-~~storm-water~~stormwater discharge) including wastewater, process
- 174 wastewater, and wash water and any connections to the storm drain
- 175 system from indoor drains and sinks, regardless of whether said drain or
- 176 connection had been previously allowed, permitted, or approved by the
- 177 City; or,
- 178 b. Any drain or conveyance connected from a residential, commercial or
- 179 industrial land use to the storm drain system which has not been
- 180 documented in plans, maps, or equivalent records and approved by the
- 181 City.
- 182 9. IMPERVIOUS SURFACE: A hard surface area which either prevents or
- 183 retards the entry of water into the ground. Common impervious surfaces
- 184 include, but are not limited to, roof tops, walkways, patios, driveways,
- 185 parking lots or storage areas, concrete or asphalt paving, gravel roads, packed
- 186 earthen materials, or other surfaces which similarly impede the natural
- 187 infiltration of surface and ~~storm-water~~stormwater runoff.
- 188 10. MAXIMUM EXTENT PRACTICABLE (MEP): A standard for water
- 189 quality that applies to all MS4 operators regulated under the NPDES
- 190 program. Since no precise definition of MEP exists, it allows for maximum
- 191 flexibility on the part of MS4 operators as they develop and implement their
- 192 programs to reduce the discharge of pollutants to the maximum extent
- 193 practicable, including management practices, control techniques and system,
- 194 design and engineering methods, and such other provisions as the
- 195 Administrator or the State determines appropriate for the control of
- 196 pollutants.
- 197 11. MECHANICAL CLEANING TECHNIQUES: Arranging the collision
- 198 between the substance being removed and some object. Mechanical
- 199 cleaning techniques include: sweeping, shoveling, or blowing. This does
- 200 NOT include using water to clean the surface.
- 201 12. MPCA: The Minnesota Pollution Control Agency.
- 202 13. MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4): The system
- 203 of conveyances (including sidewalks, roads with drainage systems,
- 204 municipal streets, catch basins, curbs, gutters, ditches, channels, or storm

drains) owned and operated by the City and designed or used for collecting or conveying ~~storm water~~stormwater, and which is not used for collecting or conveying sewage.

14. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES): The national program for issuing, modifying, revoking, and reissuing, terminating, monitoring, and enforcing permits, and imposing and enforcing pretreatment requirements under sections 307, 318, 402, and 405 of the Clean Water Act, United States Code, title 33, sections 1317, 1328, 1342, and 1345.
15. PERSON: Any individual, firm, corporation, partnership, franchise, association or governmental entity.
16. PERVIOUS SURFACE: Pervious areas permit water to enter the ground by virtue of their porous nature or by large voids in the material. Commonly pervious areas have vegetation growing on them.
17. POLLUTANT: Any substance which, when discharged has potential to or does any of the following:
 - a. Interferes with state designated water uses;
 - b. Obstructs or causes damage to waters of the state;
 - c. Changes water color, odor, or usability as a drinking water source through causes not attributable to natural stream processes affecting surface water or subsurface processes affecting groundwater;
 - d. Adds an unnatural surface film on the water;
 - e. Adversely changes other chemical, biological, thermal, or physical condition, in any surface water or stream channel;
 - f. Degrades the quality of groundwater; or
 - g. Harms human life, aquatic life, or terrestrial plant and wildlife; A Pollutant includes but is not limited to dredged soil, solid waste, incinerator residue, garbage, wastewater sludge, chemical waste, biological materials, radioactive materials, rock, sand, dust, industrial waste, sediment, nutrients, toxic substance, pesticide, herbicide, trace metal, automotive fluid, petroleum-based substance, wastewater, and oxygen-demanding material.
18. POLLUTE: To discharge pollutants into waters of the state.
19. POLLUTION: The direct or indirect distribution of pollutants into waters of the state.
20. PREMISES: Any building, lot, parcel of land, or portion of land whether improved or unimproved including adjacent sidewalks and parking strips
21. SANITARY SEWER: a pipe, conduit, or sewer owned, operated, and maintained by the City and which is designated by the Public Works Director as one dedicated to the exclusive purpose of carrying sanitary wastewater to the exclusion of other matter
22. STATE DESIGNATED WATER USES: Uses specified in state water quality standards.
23. STORM DRAINAGE SYSTEM: Publicly-owned facilities by which ~~storm water~~stormwater is collected and/or conveyed, including but not limited to any roads with drainage systems, municipal streets, gutters, curbs, inlets, piped storm drains, pumping facilities, retention and detention basins, natural and human-made or altered drainage channels, reservoirs, and other drainage structures.
24. ~~STORM WATER~~STORMWATER: Any surface flow, runoff, or drainage consisting entirely of water from any form of natural precipitation and resulting from such precipitation.
25. SURFACE WATERS means all waters of the state other than ground waters,

which include ponds, lakes, rivers, streams, wetlands, ditches, and public drainage systems except those designed and used to collect, convey, or dispose of sanitary sewage.

26. ~~STORM WATER~~ ~~STORM WATER~~ POLLUTION PREVENTION PLAN (SWPPP): A document which describes the Best Management Practices and activities to be implemented by a person or business to identify sources of pollution or contamination at a site and the actions to eliminate or reduce pollutant discharges to ~~Storm water~~ ~~Stormwater~~, ~~Storm~~ ~~water~~ ~~Stormwater~~ Conveyance Systems, and/or Receiving Waters to the Maximum Extent Practicable.

27. VEHICLE: Any "motor vehicle" as defined in Minnesota Statutes. Also includes watercraft, trailers and bicycles.

28. WATERCOURSE: A natural channel for water; also, a canal for the conveyance of water, a running stream of water having a bed and banks; the easement one may have in the flowing of such a stream in its accustomed course. A water course may be dry sometimes.

29. WATERS OF THE STATE: All streams, lakes, ponds, marshes, watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation systems, drainage systems and all other bodies or accumulations of water, surface or underground, natural or artificial, public or private, which are contained within, flow through, or border upon the state or any portion thereof.

30. WASTEWATER: Any water or other liquid, other than uncontaminated ~~storm water~~ ~~stormwater~~, discharged from a facility or the by-product of washing equipment or vehicles

C. Applicability: This ordinance shall apply to all water entering the storm drain system generated on any developed and undeveloped lands unless explicitly exempted by the City Council.

D. Administration: The Public Works Director is the principal City official responsible for the administration, implementation, and enforcement of the provisions of this ordinance. The Director may delegate any or all of the duties hereunder

E. Exemptions: No person shall cause any illicit discharge to enter the storm sewer system or any surface water unless such discharge:

1. Consists of non-~~storm water~~ ~~stormwater~~ that is authorized by an NPDES point source permit obtained from the MPCA;
2. Is associated with fire fighting activities or other activities necessary to protect public health and safety;
3. Is one of the following exempt discharges: water line flushing or other potable water sources, landscape irrigation or lawn watering, diverted stream flows, rising groundwater, groundwater infiltration to storm drains, uncontaminated pumped groundwater, foundation or footing drains (not including active groundwater dewatering systems), crawl space pumps, air conditioning condensation, springs, non-commercial washing of vehicles, natural riparian habitat or wetland flows, dechlorinated swimming pools and any other water source not containing pollutants;
4. Consists of dye testing discharge, as long as the Public Works Director is provided a verbal notification prior to the time of the test.

F. Illegal Disposal and Dumping

1. No person shall throw, deposit, place, leave, maintain, or keep any substance upon any street, alley, sidewalk, storm drain, inlet, catch basin, or other drainage structure, business place, or upon any public or private land, so that the same might be or become a pollutant, unless the substance is in

containers, recycling bags, or any other lawfully established waste disposal device.

2. No person shall intentionally dispose of grass, leaves, dirt, or landscape material into a water resource, buffer, street, road, alley, catch basin, culvert, curb, gutter, inlet, ditch, natural watercourse, flood control channel, canal, storm drain or any fabricated natural conveyance.

G. Illicit Discharges and Connections

1. No person shall use any illicit connection to intentionally convey non-~~storm~~ ~~water~~stormwater to the City's storm sewer system.
2. The construction, use, maintenance or continued existence of illicit connections to the storm sewer system is prohibited. This prohibition expressly includes, without limitation, illicit connections made in the past regardless of whether the connection was permissible under law or practices applicable or prevailing at the time of connection.
3. A person is considered to be in violation of this ordinance if the person connects a line conveying wastewater to the storm sewer system, or allows such a connection to continue.

H. General Provisions: All owners or occupants of property shall comply with the following general requirements:

1. No person shall leave, store, deposit, discharge, dump, or otherwise expose any chemical or septic waste in an area where discharge to streets or storm sewer system may occur. This section shall apply to both actual and potential discharges.
 - a. Private sanitary sewer connections and appurtenances shall be maintained to prevent failure, which has the potential to pollute surface water.
 - b. Recreational vehicle sewage shall be disposed to a proper sanitary waste facility. Waste shall not be discharged in an area where drainage to streets or storm sewer systems may occur.
 - c. For pools, the pool's water should be tested before draining to ensure that PH levels are neutral and chlorine levels are not detectable. Pool water should be discharged over a vegetated area before draining into the storm sewer system. Unsealed receptacles containing chemicals or other hazardous materials shall not be stored in areas susceptible to runoff.
2. The washing down of commercial equipment and vehicles shall be conducted in a manner so as to not directly discharge wastewater where drainage to streets or storm sewer system may occur.
3. Removal of pollutants such as grass, leaves, dirt and landscape material from impervious surfaces shall be completed to the maximum extent practicable using mechanical cleaning techniques.
4. Mobile washing companies (carpet cleaning, mobile vehicle washing, etc) shall dispose of wastewater to the sanitary sewer. Wastewater shall not be discharged where drainage to streets or storm sewer system may occur.
5. Storage of materials, machinery and equipment shall comply with the following requirements:
 - a. Objects, such as equipment or vehicle parts containing grease, oil or other hazardous substances, and unsealed receptacles containing chemicals or other hazardous materials shall not be stored in areas susceptible to runoff.
 - b. Any machinery or equipment that is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain leaks, spills, or discharges.
6. Debris and residue shall be removed as follows:
 - a. All vehicle parking lots and private streets shall be swept at least once a

- year in the spring to remove debris. Such debris shall be collected and disposed of according to state and federal laws governing solid waste.
- b. Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries shall be contained immediately, removed as soon as possible and disposed of according to state and federal laws governing solid waste.
- I. Industrial or Construction Activity Discharges. Any person subject to an industrial activity NPDES ~~storm-water~~stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a manner acceptable to the Public Works Director prior to the allowing of discharges to the storm sewer system. Any person responsible for a property or premise, who is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm sewer system. These BMPs shall be part of a ~~storm-water~~stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.
- J. Access to Facilities
1. When the City has determined that there is a danger to the health, safety or welfare of the public, city representatives shall be permitted to enter and inspect facilities subject to regulation under this ordinance to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to city representatives.
 2. In lieu of an inspection by a City representative, the property owner shall furnish a certificate from a licensed plumber, in a form acceptable to the City, certifying that the property has not discharged prohibited material into the municipal storm sewer system. Failure to provide such certificate of compliance shall make the property owner immediately subject to the suspension of storm sewer access as provided for in section M of this section until the property is inspected and/or compliance is met, including any penalties and remedies as set forth in section N below.
 3. Unreasonable delays in allowing city representatives access to a permitted facility is a violation of a ~~storm-water~~stormwater discharge permit and of this ordinance.
 4. The City may seek issuance of a search warrant for the following reasons:
 - a. If city representatives are refused access to any part of the premises from which ~~storm-water~~stormwater is discharged, and there is probable cause to believe that there may be a violation of this ordinance; or
 - b. there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder; or
 - c. to protect the overall public health, safety, and welfare of the community.
- K. Watercourse Protection. Every person owning property through which a watercourse passes or is directly adjacent to a watercourse, shall keep and maintain that part of the watercourse free of trash, debris, and other obstacles that would pollute, contaminate, or retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.
- L. Notification of Spills. Notwithstanding other requirements of law, as soon as

any person has information of release of materials which result or may result in illegal discharges of pollutants into the storm sewer system, or water of the state, said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release according to state and federal laws.

M. Suspension of Storm Sewer System Access

1. Suspension due to illicit discharges in emergency situation: The City may, without prior notice, suspend MS4 discharge access to a person when such suspension is necessary to stop an actual or threatened discharge that presents or may present imminent and substantial danger to the environment, to the health or welfare of persons, to the storm sewer or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or the waters of the state, or to minimize danger to persons.
2. Suspension due to the detection of illicit discharge: All persons discharging to the MS4 in violation of this ordinance may have their access terminated if such termination serves to abate or reduce an illicit discharge. It is a violation of this ordinance to reinstate access to premises that have been terminated pursuant to this section without the prior approval of the City.

N. Enforcement

1. Notice of Violation: A violation of this ordinance is a Public Nuisance. When it has been determined that a person has violated a prohibition or failed to meet a requirement of this Ordinance, the Public Works Director may order compliance by written notice of violation to the person(s) responsible for the violation. Such notice may require without limitation:
 - a. The performance of monitoring, analysis, and reporting;
 - b. The elimination of illicit connections or discharges;
 - c. That violating discharges, practices, or operations shall cease and desist;
 - d. The abatement or remediation of ~~storm-water~~stormwater pollution or contamination hazards and the restoration of any affected property;
 - e. Payment of a fine to cover administrative and remediation costs;
 - f. The implementation of source control or treatment BMPs;
 - g. The development of a corrective action plan to prevent repeat discharges; and/ or
 - h. Any other requirement deemed necessary.

If abatement of a violation and/ or restoration of affected property is required, the notice shall set forth a deadline within which such remediation or restoration must be completed. Said notice shall further advise that, should the violator fail to remediate or restore within the established deadline, the work will be done by a designated governmental agency or a contractor and the expense thereof shall be charged to the violator.

2. Appeal of Notice of Violation: Any person receiving a Notice of Violation may appeal the determination of the Public Works Director. The notice of appeal must be received within 7 days from the date of the Notice of Violation. Hearing on the appeal before the City Manager or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the City Manager or his/ her designee shall be final.
3. Enforcement Measures after Appeal: If the violation has not been corrected pursuant to the requirements set forth in the Notice of Violation, or, in the event of an appeal, within 7 days of the decision of the City Manager upholding the decision of the Public Works Director, then city representatives shall have the right to enter upon the subject private property and are authorized to take any and all measures necessary to abate the violation and/or restore the property. It shall be unlawful for any person, owner, agent

- or person in possession of any premises to refuse to allow city representatives to enter upon the premises for the purposes set forth above.
4. Cost of Abatement of the Violation: Within 15 days after abatement of the violation, the person(s) responsible for the violation will be notified of the cost of abatement, including administrative costs. The person(s) given such notice may file a written protest objecting to the amount of the costs within 7 days. If the amount due is not paid within a timely manner as determined by the decision of the City Manager or by the expiration of the time in which to file an appeal, the amount due shall constitute a lien upon, and the City shall have the right to assess such cost against the property owned by such violator(s) pursuant to Minnesota Statute § 429.101.
 5. Injunctive Relief: It shall be unlawful for any person to violate any provision or fail to comply with any of the requirements of this Ordinance. If a person has violated or continues to violate the provisions of this ordinance, the City may petition for a preliminary or permanent injunction restraining the person from activities which would create further violations or compelling the person to perform abatement or remediation of the violation.
 6. Compensatory Action: In lieu of enforcement proceedings, penalties, and remedies authorized by this Ordinance, the City may impose upon a violator alternative compensatory action such as storm drain stenciling, attendance at compliance workshops, creek cleanup, etc.
 7. Violations Deemed a Public Nuisance: In addition to the enforcement processes and penalties provided, any condition caused or permitted to exist in violation of any of the provisions of this Ordinance is a threat to public health, safety, and welfare, and is declared and deemed a nuisance, and may be summarily abated or restored at the violator's expense, and/or a civil action to abate, enjoin, or otherwise compel the cessation of such nuisance may be taken.
 8. Criminal Prosecution: A violation of this ordinance is a misdemeanor.
 9. Costs and Expenses: The City may recover all attorney's fees, court costs, staff expenses, clean-up costs, and any other expenses associated with enforcement of this ordinance including, but not limited to, sampling and monitoring expenses.
 10. Remedies Not Exclusive: The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the discretion of the City to seek cumulative remedies.
- (Ord. 1388, 2-22-2010)

803.04 : GRADING, EROSION AND SEDIMENTATION CONTROL:

- A. Purpose: The purpose of this article is to regulate grading and to control or eliminate soil erosion and sedimentation resulting from construction activity within the City. This Section establishes standards and specifications for grading practices which protects drainage, conservation practices and planning activities which minimize soil erosion and sedimentation. (Ord. 1550, 6-4-2018)
- B. Scope: Except as exempted by the definition of the term "land disturbance activity" in Section 803.04.C7, any person, entity, state agency, or political subdivision thereof proposing land disturbance activity within the City shall apply to the City for the approval of the grading, erosion and sediment control plan. No land shall be disturbed until the plan is approved by the City and conforms to the standards set forth in this article. (Ord. 1550, 6-4-2018)

- C. Definitions: The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:
1. Best Management Practice (BMP): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.
 2. Certificate of Completion: the certificate issued after the final inspection of the site has been completed, temporary erosion control has been removed and the site has been fully restored.
 3. City of Roseville Erosion Control Specifications: practices described in, but not limited to, the following manuals:
 - a. Minnesota Stormwater Manual
 - b. Minnesota DOT Erosion Control Manual
 - c. Minnesota Pollution Control Agency's "Protecting Water Quality in Urban Areas" handbook (Ord. 1550, 6-4-2018)
 4. Erosion: any process that wears away the surface of the land by the action of water, wind, ice, or gravity. Erosion can be accelerated by the activities of man and nature.
 5. Erosion and sediment control plan: a document containing the requirements of Section 803.04 D that, when implemented, will prevent or minimize soil erosion on a parcel of land and off-site sediment damages.
 6. Erosion and sediment control practice specifications and erosion and sediment control practices: the management procedures, techniques, and methods to control soil erosion and sedimentation as officially adopted by the City.
 7. Land disturbance activity: Any activity, including clearing, grading, excavating, transporting and filling of land, greater than 5,000 square feet, and/or placement or grading of 50 cubic yards of earthen materials on a parcel of land located ~~directly adjacent~~ within 300 feet of ~~to~~ a water resource ~~or located within the shoreland overlay district~~ JF1 | R2 | R3. Land disturbance activity does not mean the following:
 - a. Minor land disturbance activities such as home gardens and an individual's home landscaping, repairs, and maintenance work disturbing less than 500 square feet.
 - b. Tilling, planting, or harvesting or agricultural, horticultural, or silvicultural crops disturbing less than 500 square feet.
 - c. Installation of fence, sign, telephone, and electric poles and other kinds of posts or poles.
 - d. Emergency work to protect life, limb, or property and emergency repairs. However, if the land disturbance activity would have required an approved erosion and sediment control plan except for the emergency, the land area disturbed shall be shaped and stabilized in accordance with the requirement of the local plan-approving authority or the city when applicable. (Ord. 1550, 6-4-2018)
 8. Permittee: a person, entity, state agency, corporation, partnership, or political subdivision thereof engaged in a land disturbance activity.
 9. Sediment: solid mineral or organic material that, in suspension, is being transported or has been moved from its original site by air, water, gravity, or ice, and has been deposited at another location.
 10. Sedimentation: the process or action of depositing sediment that is

- determined to have been caused by erosion.
11. Water Resource: any stream, channel, wetland, storm pond, or lake within the City. (Ord. 1550, 6-4-2018)
- D. Grading, Erosion and Sediment Control Plan:
1. Required: Every Permittee for a building permit, a subdivision approval, or a permit to allow land disturbance activities must submit a grading, erosion and sediment control plan to the City Engineer. No building permit, subdivision approval, or permit to allow land disturbance activities shall be issued and no earth disturbing activity shall commence until approval of the grading, erosion and sediment control plan by the City.
Projects coordinated by Ramsey County or Mn/DOT do not require a permit; however, the City must be notified of the project and be provided a copy of the grading, erosion and sediment control plan, as well as an estimated schedule for commencement and completion. The City will notify the designated contact if the grading plan is not being followed, if erosion control measures should fail, or if erosion control measures require maintenance with the expectation that the deficiencies will be corrected. If no permit has been obtained, a stop work order shall be issued on the construction and a fine shall be issued in an amount equal to twice the required permit fee. A completed grading, erosion and sediment control plan and permit application shall be submitted before construction will be allowed to resume.
Obtaining a permit does not exempt the permittee from obtaining permits required by other government regulatory agencies. (Ord. 1550, 6-4-2018)
 2. Criteria addressed: The grading, erosion and sediment control plan shall address the following criteria:
 - a. Account for existing drainage patterns
 - b. Control the ~~storm-water~~stormwater leaving the site
 - c. Conform to the natural limitations presented by topography and soil so as to create the least potential for soil erosion.
 - d. Stabilize all exposed soils and soil stockpiles
 - e. Establish permanent vegetation
 - f. Prevent sediment damage to adjacent properties and other designated areas
 - g. Schedule of erosion and sediment control practices
 - h. Criteria for the use of temporary sedimentation basins
 - i. Stabilization of steep slopes
 - j. Stabilize all waterways and outlets
 - k. Protect storm sewers from the entrance of sediment, debris and trash
 - l. Control waste, such as discarded building materials, concrete truck washout, chemicals, litter, sanitary waste, etc. that may adversely impact water quality
 - m. When working in or crossing water resources, take precautions to contain sediment.
 - n. Restabilize utility construction areas as soon as possible
 - o. Protect paved roads from sediment and mud brought in from access routes
 - p. Dispose of temporary erosion and sediment control measures
 - q. Maintain all temporary and permanent erosion and sediment control practices
 - r. Removal of sediment from streets at the end of each day
 - s. Dewatering methods and outletting of stormwater
 - t. Site inspection plan & record of rainfall amounts

- u. Final stabilization (Ord. 1550, 6-4-2018)
- 3. Contents of Plan: The grading, erosion and sediment control plan shall include the following:
 - a. Contact information for the Permittee
 - b. Project description: the nature and purpose of the land disturbance activity and the amount of grading involved, including the amount of material removed and imported to the site
 - c. Phasing of construction: the nature and purpose of the land disturbance activity and the amount of grading, utilities, and building construction
 - d. Existing and proposed site conditions: existing and proposed topography, vegetation, and drainage
 - e. Adjacent areas, neighboring streams, lakes, wetlands, residential areas, roads, etc., which might be affected by the land disturbance activity
 - f. Soils: soil names, mapping units, erodibility
 - g. Critical erosion and Environmentally Sensitive areas: areas on the site that have potential for serious erosion problems and local water resources.
 - h. Erosion and sediment control measures: methods to be used to control erosion and sedimentation on the site, both during and after the construction process
 - i. Temporary and Permanent stabilization: how the site will be stabilized during and after construction is completed, including specifications
 - j. ~~Storm water~~[Stormwater](#) management: how storm runoff will be managed, including methods to be used if the development will result in increased peak rates or volume of runoff
 - k. Maintenance: schedule of regular inspections and repair of erosion and sediment control structures
 - l. Calculations: any that were made for the design of such items as sediment basins, diversions, waterways, and other applicable practices (Ord. 1510 09-26-16) (Ord. 1550, 6-4-2018)

E. Plan Review:

- 1. General: The City appoints the City Engineer to review the grading, erosion and sediment control plan to ensure compliance with the City of Roseville Design Standards and Grading, Erosion and Sediment Control Standards.
- 2. Permit required: If the City determines that the grading, erosion and sediment control plan meets the requirements of this article, the City shall issue a permit, valid for a specified period of time that authorizes the land disturbance activity contingent on the implementation and completion of the grading, erosion and sediment control plan.
- 3. Denial: If the City determines that the grading, erosion and sediment control plan does not meet the requirements of this article, the City shall not issue a permit for the land disturbance activity. The grading, erosion and sediment control plan must be resubmitted for approval before the land disturbance activity begins. No land use and building permits may be issued until the Permittee has an approved grading, erosion and sediment control plan.
- 4. Permit suspension: If the City determines that the approved plan is not being implemented according to the schedule or the control measures are not being properly maintained, all land use and building permits must be

suspended and stop work order issued until the Permittee has fully implemented and maintained the control measures identified in the approved erosion and sediment control plan. (Ord. 1550, 6-4-2018)

F. Plan Implementation ~~And~~ and Maintenance:

1. All grading should follow the approved grading, erosion and sediment control plan. If temporary grading is needed, it should be reflected in the grading, erosion and sediment control plan. (Ord. 1550, 6-4-2018)
2. All ~~storm-water~~ stormwater pollution controls noted on the approved grading, erosion and sediment control plan shall be installed before commencing the land disturbance activity, and shall not be removed without City approval or issuance of a Certificate of Completion. (Ord. 1550, 6-4-2018)
3. The Permittee shall be responsible for proper operation and maintenance of all stormwater pollution controls and soil stabilization measures in conformance with best management practices. The Permittee shall also be responsible for maintenance, clean-up and all damages caused by flooding of the site or surrounding area due to in-place grading, erosion and sediment control. The foregoing responsibilities shall continue until a Certificate of Completion is issued to the Permittee by the City for the land disturbance activity and the obligations of the grading, erosion and sediment control permit have been satisfied. (Ord. 1550, 6-4-2018)

G. Modification of Plan:

An approved grading, erosion and sediment control plan may be modified on submission of an application for modification to the City and subsequent approval by the City Engineer. In reviewing such application, the City Engineer may require additional reports and data and possible modification of escrow. (Ord. 1550, 6-4-2018)

H. Escrow Requirement:

The City shall require the Permittee to escrow a sum of money sufficient to ensure the grading is completed per the approved grading plan. The escrow shall also be sufficient to ensure the inspection, installation, maintenance, and completion of the grading, erosion and sediment control plan and practices. Escrow amounts shall be set as detailed in the adopted City fee schedule. Upon project completion and the issuance of a Certificate of Completion any remaining amount held in escrow shall be returned to the Permittee. (Ord. 1550, 6-4-2018)

I. Enforcement:

1. If the City determines the grading, erosion and sedimentation control is not being implemented or maintained according to the approved plan, the Permittee will be notified and provided with a list of corrective work to be performed. The corrective work shall be completed by the Permittee within forty-eight (48) hours after notification by the City. Notification may be given by:
 - a. Personal delivery upon the Permittee, or an officer, partner, manager or designated representative of the Permittee.
 - b. E-mail or facsimile by sending such notice to the e-mail address or facsimile number provided by the Permittee.
2. Failure to Do Corrective Work: If a Permittee fails to perform any corrective work or otherwise fails to conform to any provision of this ordinance within the time stipulated, the City may take any one or more of the following actions:

RCA Attachment B

- a. Issue a stop work order whereupon the Permittee shall cease all land disturbance activity on the site until such time as the City determines the corrective measures that are necessary to correct the conditions for which the stop work order was issued. Once the necessary corrective actions have been determined the Permittee shall perform the corrective work. All corrective work must be completed before further land disturbance activity will be allowed to resume.
- b. Complete the corrective work using City forces or by separate contract. The issuance of a land disturbance permit constitutes a right-of-entry for the City or its contractor to enter upon the construction site for the purpose of completing the corrective work.
- c. Impose a monetary fine in an amount equal to twice the required permit fee.
- d. Charge the Permittee for all staff time expended and costs incurred by the City to:
 - i. perform any corrective work required by the City,
 - ii. perform such inspections and reinspections of the site on which the land disturbance activity is occurring as the City deems necessary, and/or
 - iii. coordinate and communicate with the Permittee regarding any corrective work, inspections, reinspections or other remedial actions which the City deems necessary to implement as a result of the failure of the Permittee to conform to the provisions of this ordinance, and
 - iv. remedy any other failure of the Permittee to conform to provisions of this ordinance.

The cost for staff time shall be determined by multiplying the staff member's hourly rate times 1.9 times the number of hours expended, for all staff members (including administrative employees) involved in such corrective work, communications, coordination of activities, inspections, reinspections and other remedial actions. All amounts charged shall be paid by the Permittee within 30 days of the delivery by the City of a written invoice which describes such charges.
- e. Draw on the escrow amount for all staff costs incurred, and payments due to the City as a result of the exercise by the City of any remedy available to the City pursuant to this ordinance.
- f. Assess that portion of any unpaid charges which are attributable to the removal or elimination of public health or safety hazards from private property pursuant to Minnesota Statutes Section § 429.101.
- g. Pursue any other legal equitable remedy which is available to the City.
3. Appeal of Notice of Violation: Any person receiving a Notice of Violation may appeal the determination of the Public Works Director. The notice of appeal must be received within 7 days from the date of the Notice of Violation. Hearing on the appeal before the City Manager or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the City Manager or his/ her designee shall be final.
4. The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the

discretion of the City to seek cumulative remedies. (Ord. 1416, 9-26-2011)
(Ord. 1550, 6-4-2018)

803.05 : Stormwater Management Overlay District

A. Establishment. The Stormwater Management Overlay District shall include all land either within one hundred (100) feet of the normal water level of constructed stormwater ponds or wetlands managed for stormwater quantity and quality management purposes, or all land below the 100-year flood elevation of such ponds or wetlands, whichever is most restrictive.

B. Definition: "Stormwater pond" – A manmade pond capable of holding water seasonally or permanently, the purpose of which is to collect runoff, nutrients, and sediment prior to releasing water into wetlands and natural water bodies.

C. Lot Standards. All lots within the Stormwater Management Overlay District shall met the following setbacks:

STRUCTURE SETBACKS FROM STORM POND		
Type of Water Body	Structure Setback from Water Body	Roads, Driveway, Parking and Other Impervious Surface or Setback
Storm Pond	10 Ft. ¹	10 Ft. ²
<u>1. Setback is measured from the pond boundary [JF4], [RJ5] as defined by the 1% probability storm, or as approved by the City Engineer.</u>		
<u>2. A 10 foot setback from road or parking surfaces may include a combination of land within rights of way and adjacent to the right of way, as well as curb and gutter controlling runoff and sediment to a storm pond. Pedestrian trails shall be exempt from setback requirements.</u>		

D. General Standards:

1. Existing Natural Drainageways: When possible, existing natural drainageways, and vegetated soil surfaces shall be used to convey, store, filter, and retain stormwater runoff before discharge to public waters.
2. Minimum Disturbance: Development shall be planned and conducted in a manner that will minimize the extent of disturbed areas, runoff velocities, erosion potential, and reduce and delay runoff volumes. Disturbed areas shall be stabilized and protected as soon as possible and facilities or methods used to retain sediment on the site.
3. Constructed Facilities: When development density, topographic features, and soil and vegetation conditions are not sufficient to adequately handle stormwater runoff using natural features and vegetation, various types of constructed facilities such as diversions, settling basins, skimming devices, dikes, waterways, and ponds may be used. Preference shall be given to designs using surface drainage, vegetation, and infiltration rather than buried pipes and manmade materials and facilities.

E. Specific Standards:

1. Impervious Surface Coverage: Impervious surface coverage of a site shall not exceed 25% of the site area in a shoreland or wetland overlay [JF6] district unless stormwater is conveyed to an approved, on-

site or regional stormwater ponding/retention facility designed to accommodate the increased runoff prior to discharge from the site into public waters or wetlands.

2. Review by City Engineer: All proposed stormwater facilities shall be reviewed by the City Engineer and certified for compliance with the city's comprehensive surface water management plan, National Urban Runoff Program (NURP) standards, the Minnesota Pollution Control Agency's (MPCA) Urban Best Management Practices, and any established standards of the water management organization having jurisdiction in the project area.

3. ~~Commercial, Industrial, and Residential Development Affection: All commercial and industrial developments and redevelopments affecting more than five acres of land and all residential developments affecting more than five 5 acres of land shall:~~

i. ~~Be served by stormwater ponding facilities, on or off site, designed to remove a minimum of 90% of total suspended solids resulting from the runoff from a one inch rainfall event, and~~

ii. ~~Within the development, provide for settling chambers, sumps, dry ponds or other devices to provide for the filtering or settling of fine sands prior to discharge into the city's stormwater system.~~ [RJ7] [RJ8]

F. Private Stormwater Facilities: All private stormwater facilities shall be maintained in proper condition consistent with the performance standards for which they were originally designed. All settled materials from ponds, sumps, grit chambers, and other devices, including settled solids, shall be removed and properly disposed of on a five year interval. One to five year waivers from this requirement may be granted by the City Engineer when the owner presents evidence that the facility has additional capacity to remove settled solids in accordance with the original design capacity.

G. Inventory of Private Stormwater Facilities: Upon adoption of this chapter, the City Engineer shall inventory and maintain a database for all private stormwater facilities requiring maintenance to assure compliance with this section.

803.05 803.06: STORMWATER BEST MANAGEMENT PRACTICE (BMP) MAINTENANCE:

A. Maintenance of Stormwater BMPs. The City requires that stormwater BMPs be maintained.

1. Private Stormwater BMPs - All private stormwater BMPs shall be maintained by the property owner so that the BMPs are in proper condition consistent with the performance standards for which they were originally designed.

a. Ponds, Stormwater Wetlands, Underground Storage, and other BMPs that settle pollutants

i. Removal of settled materials - All settled materials from ponds, and other BMPs, including settled solids, shall be removed and properly

disposed of on a five (5) year interval. One (1) to five (5) year waivers from this requirement may be granted by the City when the owner presents evidence that the BMP has additional capacity to remove settled solids in accordance with the original design capacity. (Ord 1590, 10-12-2020)

- b. Infiltration, Filtration, pretreatment devices and other BMPs that filter stormwater (Ord 1590, 10-12-2020)
 - i. Quarterly inspections, unless otherwise specified in a maintenance agreement, of the Private Stormwater BMPs and, if necessary, removal of all litter, debris, sediment, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant life therein; and
 - ii. A five (5) year certification, by a stormwater professional acceptable to the City, is required that demonstrates the Stormwater BMPs are functioning in accordance with the approved plans and have maintained the proper operation of the stormwater treatment as a Stormwater Management BMP according to the City Standards. The quarterly inspection(s) and certification(s) shall be made available to the City upon request without prior notice

- 2. Maintenance plan required - No private stormwater BMPs may be approved unless a maintenance plan is provided that defines who will conduct the maintenance, the type of maintenance, and the maintenance intervals.
- 3. Inspection - The City shall inspect or require the inspection of, all stormwater BMPs during construction, during the first year of operation, and at least once every five years thereafter, or as budget allows.
- 4. Maintenance of Publicly Owned Stormwater BMPs - The City shall annually perform the maintenance of the in place stormwater BMPs within the City as provided for in the local water management plan or watershed management plan. Further, the City shall notify the owners of other publicly owned stormwater BMPs if scheduled maintenance is needed according to periodic site inspections or maintenance plans on file.

B. Inventory of Stormwater BMPs. Upon adoption of this Chapter, the City shall inventory and maintain a database for all private and public stormwater BMPs within the City requiring maintenance to assure compliance with this ordinance. The City shall notify owners of public and private stormwater BMPs of the need for conducting maintenance at least every five years.

B.C. Severability. The provisions of this ordinance are severable, and if any provisions of this ordinance, or application of any provision of this ordinance to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this ordinance shall remain in full force and effect.

C.D. Failure to maintain Private Stormwater BMPs: It is the responsibility of the property owner to maintain all private stormwater BMPs in accordance with the original standards. If during a City inspection the BMP does not meet City standards, the City will notify the owner in writing of the deficiencies.

Failure to properly maintain the BMP after notification could result in administrative penalties and abatement processes under Chapter 407 and/or 906 of the City Code. (Ord. 1550, 6-4-2018)

Section 2. Wetland Amended. After City Council consideration the Roseville City Code, Chapter 804 is hereby created to add and update Wetland Protection Overlay District rules.

CHAPTER 804 WETLANDS

SECTION:

804.01 Wetland Protection Overlay District

804.01: WETLAND PROTECTION OVERLAY DISTRICT

A. Purpose. These regulations are intended to protect the City's wetlands, which are defined as land transitional between terrestrial and aquatic systems as defined in Minnesota Statutes Section 103G.005, Subdivision 19.

B. Applicability. All upland within one hundred (100) feet of the wetland boundary of wetlands and those public waters not specifically listed as shoreland shall be considered within the Wetland Protection Overlay District[RJ9] and those identified within the city's Comprehensive Surface Water Management Plan.

C. Lot Standards. The minimum lot area, width and depth requirements of the underlying land use zoning district within this code shall apply provided that not more than 25% of the lot area may be included in any wetland area to meet the minimum lot area dimension.

<u>STRUCTURE SETBACKS FROM WETLAND</u>		
<u>Type of Water Body</u>	<u>Structure Setback from Water Body</u>	<u>Roads, Driveway, Parking and Other Impervious Surface or Setback</u>
<u>Wetland</u>	<u>50 Ft. ^{1, 2}</u>	<u>30 Ft. ²</u>
<u>1. Setback is measured from the approved delineated wetland boundary.</u> <u>2. A 30 foot setback from road or parking surfaces may include a combination of land within rights of way and adjacent to the right of way, as well as curb and gutter controlling runoff and sediment to a storm pond. Pedestrian trails shall be exempt from setback requirements.</u>		

D. Stormwater treatment. All stormwater must be treated to the water quality standard outlined in the City's Comprehensive Surface Water Management Plan and Stormwater Management Standards before discharged to a wetland.

E. Wetland Buffers. Wetland buffers shall be required for all developments adjacent to a wetland whether or not the wetland is located on the same parcel as the proposed development.

(1) Table X [RJ10] outlines the no-disturb buffer widths and minimums that must be met:

Wetland Buffer Widths	
Average Buffer Width	25 feet
Minimum Buffer Width	12.5 feet

- (2) New and existing ponds constructed for water quantity and quality adjacent to new development shall maintain a 10-foot vegetative buffer from the normal water level.
- (3) Stormwater management BMPs shall not be allowed to be constructed in the buffer area, unless approved by the City Engineer. [RJ11][JF12]
- (4) A permanent wetland buffer monument shall be installed at each lot line where it crosses a wetland buffer, and where needed to indicate the contour of the buffer, with a maximum spacing of two hundred (200) feet of wetland edge.
- (5) Where acceptable vegetation exists in buffer areas, the retention of such vegetation in an undisturbed state is required unless an applicant receives approval by the City District to replace such vegetation. A buffer strip has acceptable vegetation if it:
- a. Has a continuous, dense layer of vegetation or overstory of trees and/or shrubs that have been uncultivated or unbroken for at least five consecutive years, or
 - b. Is not composed of undesirable plant species (including, but not limited to: reed canary grass, common buckthorn, purple loosestrife, leafy spurge, and noxious weeds), or
 - c. Does not have topography that tends to channelize the flow of surface runoff.
- (6) If the City determines the existing buffer to be unacceptable, the applicant shall maintain the minimum buffer in its undisturbed state but may disturb the remainder of the buffer area as long as the buffer area is re-planted with native species and maintained as a native habitat. The buffer planting must be identified on the permit application and the buffer landscaping shall comply with the following standards:
- a. Buffer areas shall be planted with a native seed mix, native plants, shrubs, trees, or other [RJ13] vegetation approved by the City, ~~with the exception of a one-time planting with an annual nurse or cover crop such as oats or rye.~~
 - b. The revegetation project shall be performed by a qualified contractor. All methods shall be approved by the City prior to planting or seeding.
 - c. ~~The seed mix shall be broadcast according to the specifications of the selected mix including date of application. The annual nurse or cover crop shall be applied at a minimum rate of 30 pounds per acre. The seed mix selected for permanent cover shall be appropriate for soil site conditions and yellow tag certified free of invasive species. [RJ14][JF15]~~
 - d. ~~Native shrubs may be allowed to be substituted for native forbs. All substitutions shall be approved by the City. Such shrubs may be bare root seedlings and shall be planted at eight foot spacing. Shrubs shall be distributed so as to provide a natural appearance and shall not be planted in rows. [RJ16][JF17]~~
 - e. Any groundcover or shrub plantings installed within the buffer area are independent of any landscaping requirements required elsewhere by the City.
 - f. ~~Compacted soils in the buffer area shall be loosened to a depth of at least 5" prior to seeding.~~

- g. No fertilizer shall be used in establishing new buffer areas, except on highly disturbed sites when necessary to establish acceptable buffer vegetation and then limited to amounts indicated by an accredited soil testing laboratory.
- ~~h. All seeded areas shall be mulched or blanketed immediately in a method approved by the City.~~
- i. Buffer areas (both natural and created) shall be protected by erosion and sediment control measures during construction in accordance with Section 803.04 Erosion and Sediment Control. The erosion and sediment control measures shall remain in place until the vegetation is established.
- j. Buffer vegetation shall be actively managed throughout the three-year establishment period. This includes but is not limited to: mowing, overseeding, spot weed control, prescribed burning, and watering.
- k. Buffer vegetation shall be established and maintained in accordance with the requirements above. During the first three full growing seasons, the applicant or developer must replant any buffer vegetation that does not survive. The applicant or developer shall specify a method acceptable to the City for monitoring compliance and verifying establishment of the buffer at the end of the third full growing season.

Section 3. Effective Date. This ordinance amendment to the City Code shall take effect upon passage and publication of this ordinance.

Passed this 6th day of March 2023

ORDINANCE SUMMARY NO. ____

**ORDINANCES AMENDING TITLE 8, PUBLIC WORKS, AND TITLE 10, ZONING,
OF THE ROSEVILLE CITY CODE**

The following is the official summary of Ordinance No. ____ approved by the City Council of Roseville on March 6, 2023:

The Roseville City Code, Title 8, Public Works, Chapter 803 has been amended to add language to modify and clarify specific requirements pertaining to storm water drainage. Section 803.05 Stormwater Best Management Practice (BMP) Maintenance was moved to 803.06, and 803.05 was changed to Stormwater Management Overlay District, which was moved from Chapter 1017. Chapter 804 has been created within Roseville City Code to clarify specific requirements pertaining to wetlands; some information was moved from Chapter 1017, and buffer information was added to be more in line with local watershed district rules.

The following is the official summary of Ordinance No. ____ approved by the City Council of Roseville on March 6, 2023:

The Roseville City Code, Title 10, Zoning Ordinance, has been amended to add and update various definitions; to reflect updates to the shoreland management regulations made to ensure that the provisions of the zoning code are in alignment with the model ordinance prepared by Minnesota Department of Natural Resources, including repealing the existing Chapter 1017 (Shoreland, Wetland and Storm Water Management) and replacing it with a new Shoreland Overlay District in Chapter 1012 (Overlay Districts); to revise certain regulations pertaining to landscaping requirements; and to add regulations for electric vehicle charging.

A printed copy of the ordinances are available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue North, and on the Internet web page of the City of Roseville (www.ci.roseville.mn.us).

Attest: _____
Patrick Trudgeon, City Manager

a. Discuss Potential Phase II Zoning Code Amendments Regarding Shoreland and Sustainability Regulations

Community Development Director Janice Gundlach briefly highlighted this item as detailed in the Request for Council Action and related attachments dated January 30, 2023.

Ms. Rita Trapp, HKGi, made a presentation on Roseville's Shoreland Ordinance.

Councilmember Etten indicated on the stormwater management overlay, he wondered if the rules for those properties, one hundred feet from the stormwater ponds be essentially the same as what is being seen in the overlay district.

Ms. Trapp explained those are rules regarding buffers of wetlands and what can be done within those areas. She indicated impervious surface is managed through the shoreland as well as through the stormwater but she noted she would have to check on that.

Councilmember Etten explained if someone is seeking a variance to a shoreland setback then the person would need to do the twenty percent but he wondered if that would depend on the size of the variance because a different variance might have a larger impact. He asked if a minimum standard is going to be set or would the only standard shift.

Ms. Trapp explained she would interpret this as the minimum standard that is the threshold that needs to be applied if someone is going to ask for a setback or impervious surface. There is always an opportunity with conditions for variances to adjust those conditions based on the magnitude. This is not setting a threshold from her perspective. It would be something the Planning Commission would look at and the Planning Commission and the City Council would be able to add additional conditions if needed. These are the ones to start with.

Ms. Gundlach noted the DNR would be a review party associated with that variance application. Depending on what is negotiated between the property owner, the Planning Commission, the Variance Board and the City Council, the DNR gets to weigh in on that as well.

Councilmember Etten indicated on the map of water bodies, there are some water bodies that are clearly not lakes and are more in the ditch category. But there are few that are not buffered on the map so he wondered if there was a reason, a certain acreage or size of water body before it counts for this regulation.

Mayor Roe thought the simple answer to this was that the main bodies of water are designated by the DNR and the other ones are designated by the City. He imagined the only ones shown are those that are actually designated by the City.

Ms. Trapp explained these are historically designated and a change was not made and no new bodies of water were added but there were bodies of water that were

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converted. She stated these used to be City designated and since the time this was originally done, the bodies of water have become DNR named but no City ones were added that she was aware of.

Mr. Freihammer explained all the other bodies of water mentioned fall under the wetland part of the ordinance.

Ms. Gundlach indicated regarding the impervious surface under the stormwater changes being moved to Title 8, she pulled up the document prepared a while ago in connection with engineering about what is being moved out into Title 8. She believed that the impervious surface limitations are included in those regulations as well at twenty-five percent and are consistent. The difference is the things being moved to Title 8, someone would have the ability to go up to thirty percent if the additional hard surface is directed to an onsite or regional storm water ponding retention facility designed to accommodate the increased runoff prior to discharge from the site.

Ms. Gundlach thought part of the problem now with it being in the Shoreland Overlay District is the DNR is not ok with going up to the thirty percent so by moving it out into Title 8 that option still exists for the situations where it is the wetland situation but not the shoreland situation.

Councilmember Schroeder asked if the natural cover of the shoreline will remain or will there be an upgraded natural plant because the natural cover on some of the shoreline is not really nice cover.

Ms. Trapp explained the intention is looking for plants and vegetation that is not manicured lawn all the way up to the shore and not beach as well. It would be some type of plant material that will be protective of the shoreline and not be erodible. She indicated this can be reviewed again for wording and suggestions.

Councilmember Strahan asked if Ms. Trapp knew how many people the changes in the Shoreland Overlay District would impact and be out of compliance if a new code is put in place.

Ms. Gundlach explained there are many different factors that staff could look at to determine who would be out of compliance. She indicated the City does not have a lot of ADU's (Accessory Dwelling Units) so she is not really concerned about that. The City does not have a ton of situations where people exceed hard surface requirements and those would be grandfathered in once the City goes to the new model ordinance. She did not know if there were others.

Ms. Trapp noted lot sizes were indicated while looking at the analysis but those are existing conditions as well. One advantage they were able to do that was not called out but is good to know, is that this code establishes that all of the underlying zoning

Regular City Council Meeting

Monday, January 30, 2023

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lot sizes and widths for non-riparian lots go to the Code. One benefit of this approach is that they were able to only focus on the riparian and not have to deal with all of the non-riparian elements, which would have normally been different lot size requirements. They were able to use the underlying, which is a positive because it makes things easier, even over time as adjustments are made.

Mayor Roe asked whether, in moving some of this to Title 8, the City is potentially putting some zoning requirements outside of the Zoning Code.

Ms. Trapp believed everything that is moving is stuff that staff was already administering. It is not creating new stuff other than what was desired to be created new.

Mayor Roe thought a reference might need to be included in the Zoning Code to potential buffer areas that are in Chapter 8.

Mr. Jeff Miller, HKGi, presented Phase Two of the Zoning Code update including sustainability. He asked if there were any questions on the EV portion of his presentation.

Councilmember Etten thought this was an important move forward for the City. He had talked with Ms. Gundlach about the definition of improved and that this talks about more than twenty percent of the parking area. He believed that was referenced now to another part of the City Code. He appreciated that because he knew it was a question brought up by the Planning Commission.

Councilmember Etten asked if nonresidential will apply to all other uses, institutional, such as Roseville High School if the parking lot is redone by more than twenty percent.

Mr. Miller stated with the way this is written, he believed it is so.

Ms. Gundlach noted all residential and non-residential would include everything.

Councilmember Etten explained when looking at the handicap portion, it states access to one and sometimes these come with potentially two sides to them. He wondered if that is what is being talked about and not necessarily dedicated right in front of a single handicap stall but could be split into different areas. He also wondered if it is a requirement to have one EV charger and it would be placed right in front of a handicap spot the majority of users would not be able to get to it. He stated there needed to be some thought about what that access means, how they operate, and how access works.

Ms. Gundlach indicated that was not their intent as discussing this. It was originally discussed as the five- or ten-percent requirement. Then the handicap discussion started and they wanted to make sure there was access for handicap persons.

Councilmember Schroeder thought the EV station would be handicap accessible but not marked as handicapped.

Councilmember Etten asked staff if there was any idea what the cost difference is between a level one and level two EV charging station.

Ms. Gundlach explained when staff had the discussion about EV stations there was only discussion about the overall cost, and she did not remember the specifics on the numbers used.

Mr. Miller explained when there was discussion about the level one and level two charging stations the level one is 110 volt and level two is 120 volt and he did not think there was a big difference in cost. The level three and the DC charging stations are substantially higher costs which is why in the recommendations it is level three or DC can be substituted but the cost is much different than level two.

Councilmember Strahan wondered if this was enough because in the State of California they are banning gas powered cars after 2035 and she did not see Minnesota heading in that direction right now. But even a small incremental step where one in a lot of fifty, is not going to be nearly enough. She was thinking ahead but thought they needed to round up. She also wondered what the City could require while potentially meeting the need.

Mr. Miller explained they did look at precedents and at eight cities in Minnesota. They did not see any that were higher even though Roseville could go higher. He did understand what Councilmember Strahan was saying and that this could go higher. He asked if there were any suggestions to be made.

Councilmember Groff thought this was a good start and that in the future, more may be needed. He liked the idea of having this available to rentals because right now, some people in rentals are not able to have an EV because there is no place to charge it.

Mr. Miller continued his presentation on Landscaping and Screening Ordinance.

Councilmember Etten asked if the two trees per two thousand square feet actually a reduction in the number of trees expected on a high-density property.

Ms. Gundlach thought it would be, but the individual characteristics of every site would need to be evaluated.

Mr. Miller continued with the presentation on Sustainable Building Zoning Incentives.

Regular City Council Meeting

Monday, January 30, 2023

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Councilmember Etten appreciated the approach to this and that it was going in the right direction. He thought there was a lot of good in what can come here. One of the things he was worrying about is that some of the pieces are more valuable to developers, noting the Council had specific detailed discussion on things such as building height, for example. Tonight there was discussion about impervious surface and these are all pushing out and impact a development that will impact people around them and green space so it is almost in direct contrast to environmental goals or some of the things the City has tried to do to preserve neighborhood situations. He wondered about how the pieces are looked at, how staff will weigh these things, and also how it will work with other parts of the development code.

Ms. Gundlach explained the simple answer is what does the City value as a community and how much incentive does the City want to offer in order to get sustainable development. She noted that right now, staff cannot require these things and there has been a lot of pressure and demand by certain groups within the community that the City should be doing more sustainable developments, and if the City cannot legally do it then it needs to be incentivized.

Mayor Roe wondered if this should be rolled out as a pilot program or available to everyone. He felt it was safer to do a pilot program rather than open it up to everyone because he has some concern about how this will work.

Councilmember Schroeder thought a pilot program would be best because she was also concerned there is so much to this. A pilot program would be easier to roll out because the City would want to monitor and measure each project to see if it is working or not.

Ms. Gundlach reviewed staff recommendations and indicated the recommendations will be implemented and brought back to the City Council in March for further discussion. She noted the incentives will be reviewed further and taken out of the Zoning Code update at this point to work on the possibility of a pilot program.

Mayor Roe thanked HKGi for the presentations.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.a

Department Approval

Michelle Littrick

City Manager Approval

Samuel Truog

Item Description: Approval of Payments

BACKGROUND

State Statute requires the City Council to approve all payment of claims. The following summary of claims has been submitted to the City for payment.

Check Series #	Amount
ACH Payments	\$120,206.15
106015-106052	\$151,538.54
Total	\$271,744.69

A detailed report of the claims is attached. City Staff has reviewed the claims and considers them to be appropriate for the goods and services received.

POLICY OBJECTIVE

Under MN State Statute, all claims are required to be paid within 35 days of receipt.

BUDGET IMPLICATIONS

All expenditures listed above have been funded by the current budget, from donated monies, or from cash reserves.

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Joshua Kent - Assistant Finance Director
Attachments: A: Checks for Approval

Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 03/01/2023 - 9:10AM
 Date Range: 02/22/2023 - 02/28/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 01 General Government				
0	DG Minnesota CS 2021, LLC	January Billings	02/22/2023	45.98
0	Fikes, Inc.	Restroom Supplies	02/22/2023	407.60
0	McGough Property Management, LLC	Management Fee	02/22/2023	3,612.40
0	Xcel Energy	Xcel Billings	02/22/2023	17,751.94
0	Yale Mechanical	Labor - City Hall	02/22/2023	948.00
106017	Anchor Solar Investments, LLC	Solar Leasing	02/22/2023	1,660.88
106031	Hildi, Inc	Actuarial Disclosures under GASB 75	02/22/2023	800.00
106038	Northeast Youth & Family Serv.	2023 Service Contract	02/22/2023	103,422.55
106045	Roseville Area High School	Latino Club Fundraiser	02/22/2023	250.00
Total for Department: 01 General Government				128,899.35
Department: 02 Public Safety				
0	Alex Air Apparatus, Inc.	Compressor Air Quality Test	02/22/2023	1,114.44
0	Emergency Automotive Tech Inc	Lights	02/22/2023	796.93
0	Fikes, Inc.	Automatic Towel Dispenser	02/22/2023	39.00
0	Streicher's	Patrol Uniform	02/22/2023	465.95
106017	Anchor Solar Investments, LLC	Solar Leasing	02/22/2023	357.68
106022	Comcast	Business Services 2/18-3/17/23	02/22/2023	111.65
106023	DataWorks Plus. LLC	Evolution Fingerprint Reader	02/22/2023	470.00
106030	Grainger Inc	Latch Pawl, Roller Guide	02/22/2023	255.43
106044	River Pines Glass, LLC	Glass Repair	02/22/2023	1,025.00
106049	Twin Cities Transport & Recovery	Tow Charge x2	02/22/2023	400.00
106051	Verizon	Account #542259159-00001	02/22/2023	2,821.51
Total for Department: 02 Public Safety				7,857.59
Department: 03 Public Works				
0	CCP Industries Inc	Wipes	02/22/2023	221.45
0	Corporate Connection, Inc.	Clothing	02/22/2023	1,522.53
0	Factory Motor Parts, Co.	Oil Seal	02/22/2023	548.50
0	Force America Distributing	Cables, mount, splitter	02/22/2023	433.03
0	Mansfield Oil Company of Gainesville,	Fuel	02/22/2023	24,516.87
0	McMaster-Carr	Screws	02/22/2023	102.59
0	Midway Ford Co.	Cover/Bracket	02/22/2023	61.91
0	Premium Waters Inc	Coffee	02/22/2023	154.52
0	Xcel Energy	Xcel Billings	02/22/2023	14,547.15
106020	Cintas Corporation	Clothing	02/22/2023	39.64
106026	Frontier Precision, Inc.	Labor	02/22/2023	810.00
106027	Gary Carlson Equipment, Corp.	Karcher Nozzle Pack, Lacrosse Typho	02/22/2023	77.17
106029	Goodyear Tire & Rubber Company	Vehicle 946136 MN	02/22/2023	1,083.59
106030	Grainger Inc	Condensate Separator	02/22/2023	266.97
106034	Lano Equipment, Inc.	Cap/Pipe	02/22/2023	300.57
106035	Little Falls Machine, Inc	Elevator bolt, rubber buffer stop, top-l	02/22/2023	97.02
106042	Ramsey County	Services Provided 7/1 - 12/31/22	02/22/2023	1,150.29
106048	Titan Machinery	Install Handle	02/22/2023	2,918.02
Total for Department: 03 Public Works				48,851.82

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Total for Fund:100 General Fund				185,608.76

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 109 Information Technology				
Department: 01 General Government				
106046	South Dakota Umemployment Insuranc	SD Unemployment Late Filing	02/22/2023	25.00
Total for Department: 01 General Government				25.00
Total for Fund:109 Information Technology				25.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 01 General Government				
106051	Verizon	Account #542259159-00001	02/22/2023	87.70
Total for Department: 01 General Government				87.70
Total for Fund:110 Telecommunications				87.70

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 04 Recreation				
0	Corporate Connection, Inc.	Clothing	02/22/2023	119.95
0	DG Minnesota CS 2021, LLC	January Billings	02/22/2023	0.90
0	Willie McCray	Feb 15 - 19 Games Officials & Scorek	02/22/2023	1,387.00
0	Xcel Energy	Xcel Billings	02/22/2023	1,228.21
106016	AARP	8 Hr Instruction. Course ID AARP-C1	02/22/2023	225.00
106021	The Cleaning Authority, Inc.	January Monthly Cleaning	02/22/2023	3,855.60
106028	Jan Gerth	Program Materials	02/22/2023	19.00
106032	House of Print	Summer P&R Brochure	02/22/2023	7,260.20
Total for Department: 04 Recreation				14,095.86
Total for Fund:200 Recreation Fund				14,095.86

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 04 Recreation				
0	Corporate Connection, Inc.	Clothing	02/22/2023	554.20
0	Ian Dolan	Union Uniform	02/22/2023	238.78
106039	On Site Companie-OSSTC	Portables	02/22/2023	805.00
Total for Department: 04 Recreation				1,597.98
Total for Fund:204 P & R Contract Maintenance				1,597.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
106040	Ovation Homes LLC	Construction Deposit Refund - 261 Mc	02/22/2023	1,000.00
Total for Department: 00 General Function				1,000.00
Total for Fund:260 Community Development				1,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 01 General Government				
0	Fikes, Inc.	Restroom Supplies	02/22/2023	101.90
0	McGough Property Management, LLC	Management Fee	02/22/2023	492.60
0	SHI International Corp	WorkForce document scanner	02/22/2023	951.11
0	Xcel Energy	Xcel Billings	02/22/2023	1,258.97
106018	CDW Government, Inc.	Panasonic Color Scan	02/22/2023	663.00
106025	Doug's Roofing Inc	Ice Dam Removal	02/22/2023	2,500.00
Total for Department: 01 General Government				5,967.58
Total for Fund:265 License Center				5,967.58

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 02 Public Safety				
106051	Verizon	Account #542259159-00001	02/22/2023	50.75
Total for Department: 02 Public Safety				50.75
Total for Fund:290 Police Forfeiture Fund				50.75

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Building Improvements				
Department: 01 General Government				
106047	St. Paul Linoleum and Carpet Co, Inc.	Furnish & Install Materials	02/22/2023	7,250.00
Total for Department: 01 General Government				7,250.00
Total for Fund:410 Building Improvements				7,250.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 417 Boulevard Landscaping				
Department: 03 Public Works				
106034	Lano Equipment, Inc.	Bobcat Rental	02/22/2023	1,200.00
Total for Department: 03 Public Works				1,200.00
Total for Fund:417 Boulevard Landscaping				1,200.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 05 Sanitary Sewer				
0	Corporate Connection, Inc.	Safety Jackets	02/22/2023	647.55
0	InfoSend, Inc.	December Billings	02/22/2023	1,821.97
0	Xcel Energy	Xcel Billings	02/22/2023	1,266.57
106015	2277 Roseville West, LLC	PW Storage - March 2023 Lease	02/22/2023	1,671.77
Total for Department: 05 Sanitary Sewer				5,407.86
Total for Fund:600 Sanitary Sewer				5,407.86

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
106024	JIM DeBENEDET	Refund Check 005934-000, 808 MILI	02/22/2023	58.61
106033	LYLE HUIRAS	Refund Check 008660-000, 2533 SNI	02/22/2023	43.79
106037	JEFF NELSON	Refund Check 023967-000, 2121 ALI	02/22/2023	108.10
Total for Department: 00 General Function				210.50
Department: 06 Water Fund				
0	Corporate Connection, Inc.	Clothing	02/22/2023	1,185.63
0	InfoSend, Inc.	December Billings	02/22/2023	1,821.94
0	Xcel Energy	Xcel Billings	02/22/2023	5,690.64
106015	2277 Roseville West, LLC	PW Storage - March 2023 Lease	02/22/2023	1,671.77
106019	Cemstone Products Co, Inc.	Diesel fuel	02/22/2023	1,242.50
106041	Railroad Management Co. III, LLC	License Fee	02/22/2023	689.34
106050	Twin City Water Clinic, Inc.	Jan Distribution Samples	02/22/2023	680.00
Total for Department: 06 Water Fund				12,981.82
Total for Fund:610 Water Fund				13,192.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 07 Golf Course				
106052	MN Dept of Public Safety	City of Roseville, Cedarholm Golf Co	02/22/2023	20.00
Total for Department: 07 Golf Course				20.00
Total for Fund:620 Golf Course				20.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 08 Storm Water				
0	Corporate Connection, Inc.	Clothing	02/22/2023	925.50
0	InfoSend, Inc.	January Billings	02/22/2023	1,821.94
106015	2277 Roseville West, LLC	PW Storage - March 2023 Lease	02/22/2023	1,671.77
106041	Railroad Management Co. III, LLC	License Fee	02/22/2023	344.67
106043	Regents of the University of MN	Compost Analysis	02/22/2023	77.00
Total for Department: 08 Storm Water				4,840.88
Total for Fund:640 Storm Drainage				4,840.88

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 723 HRA Operating Fund				
Department: 00 General Function				
0	Center for Energy and Environment	Senior Deferred	02/22/2023	25,000.00
Total for Department: 00 General Function				25,000.00
Total for Fund:723 HRA Operating Fund				25,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Center for Energy and Environment	Admin Fees	02/22/2023	6,400.00
Total for Department: 00				6,400.00
Total for Fund:725 EDA Operating Fund				6,400.00

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.b

Department Approval



City Manager Approval



Item Description: Approve 1 Temporary Liquor License, and 1 Tetrahydrocannabinol (THC) License

BACKGROUND

Chapter 3 of the City Code requires all applications for business and other licenses to be submitted to the City Council for approval. The following applications are submitted for consideration:

Temporary Liquor License

Bent Brewstillery
1744 Terrace Dr
Roseville, MN 55113

Bent Brewstillery will be hosting a Crawfish Boil Event on May 27, 2023. This is their third event in 2023, their total number of days is 3 out of the limit of 12 for the calendar year.

Tetrahydrocannabinol (THC) Products License

Blume Brauhaus, LLC dba Bent Brewstillery
1744 Terrace Dr
Roseville, MN 55113

Blume Brauhaus, LLC dba Bent Brewstillery have submitted application materials for a Tetrahydrocannabinol (THC) License. Chapter 316 of the City Code permits a maximum of 8 Tetrahydrocannabinol Products Licenses within the city. If both are approved, the total number of THC licenses issued will be 5.

POLICY OBJECTIVE

Required by City Code

BUDGET IMPLICATIONS

The revenue that is generated from the license fees is used to offset the cost of police compliance checks, background investigations, enforcement of liquor laws, and license administration.

RACIAL EQUITY IMPACT SUMMARY

NA

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s), subject to successful background investigation(s).

35 **REQUESTED COUNCIL ACTION**

36 Motion to approve the Temporary Liquor License for Bent Brewstillery and the THC License for Blume
37 Brauhaus, LLC dba Bent Brewstillery subject to a successful background investigation.

38

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: A: Application- Bent Brewstillery – Temporary Liquor

B: Application- Blume Brauhaus, LLC dba Bent Brewstillery - Retail THC license



Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 445 Minnesota Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Bent Brewstillery		Date organized Jun 11, 2011	Tax exempt number 45-2650832
Address 1744 Terrace Dr	City Roseville	State Minnesota	Zip Code 55113
Name of person making application Bartley Blume		Business phone 651-233-3843	Home phone
Date(s) of event 5/27/23	Type of organization ☒ Club ☐ Charitable ☐ Religious ☐ Other non-profit		
Organization officer's name Bartley Blume	City Roseville	State Minnesota	Zip Code 55113
Organization officer's name 	City 	State Minnesota	Zip Code
Organization officer's name 	City 	State Minnesota	Zip Code
Organization officer's name 	City 	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.

Crawfish Boil. *parking lot at Bent, 1744 Terrace Dr.*

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

West Bend Insurance Company

Aggregate Limit \$2,000,000

Each Common \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number
Signature City Clerk or County Official	Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Administration Department, License Division
2660 Civic Center Drive, Roseville, MN 55113
(651) 792-7023

Tetrahydrocannabinol (THC) Retail Application

Business Name Blume Brauhaus, LLC dba Bent Brewstillery
Business Address 1744 Terrace Dr
Business Phone 651-233-3843
Email Address bartley@bentbrewstillery.com

Business Owner:

Name Bartley R Blume
Address [REDACTED]
Phone [REDACTED]
Email bartley@bentbrewstillery.com

Person to Contact concerning Business License *(if different from above.):*

Name _____
Address _____
Phone _____
Email _____

I hereby apply for the following license beginning 2/22/23, and ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.

<u>License Required</u>	<u>Fee</u>
*Tetrahydrocannabinol (THC) Retailer	\$300.00
Background Investigation Fee (first time applicant)	\$300.00

*Tetrahydrocannabinol (THC) Retail Establishment is defined as an establishment which:

- a. Prohibits persons under 21 years of age from entering the establishment at all times.
- b. Posts conspicuous written notice of such age retraction at all entrances to the establishment.
- c. Meets all of the following building or structural criteria:
 - i. Shares no wall with, and has no part of their structure adjoined to any other business or retailer, unless the wall is permanent, completely opaque, and without doors, windows, and pass-throughs to the other business or retailer; and
 - ii. Is accessible by the public only by an exterior door.

The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data will constitute public record if and when the license is granted. Our intended use of the information is to annually update our records. If you refuse to supply the information, the license application may not be processed.

The undersigned applicant makes this application pursuant to all the laws of the State of Minnesota and regulation as the Council of the City of Roseville may from time to time prescribe, including Minnesota Statue §151.72

Signature	<u>Bartley R Blume</u>	Digitally signed by Bartley R Blume Date: 2023.02.22 18:54:34 -06'00'
Date	<u>02/22/23</u>	

If completed license should be mailed somewhere other than the business address, please advise.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.c

Department Approval

Michelle Dietrick

City Manager Approval

Sam F. Truog

Item Description: Approve General Purchases Exceeding \$10,000 or Sale of Surplus Items

BACKGROUND

City Code section 103.05 establishes the requirement that all general purchases or contracts in excess of \$10,000 be separately approved by the City Council, independent of the budget process or other statutory purchasing requirements. In addition, State Statutes generally require the Council to authorize the sale of surplus vehicles and equipment. *Attachment A-1* includes a list of items submitted for Council review and approval.

Staff will note that unless noted otherwise, all items contained in this report were previously identified and included in the adopted budget or Capital Improvement Plan (CIP) submitted for Council review during the most recent budget cycle. This information package included a CIP Project/Initiative summary which identified the type of purchase, estimated cost, funding source, and other supporting narrative. Where applicable, these project/initiative summaries are included with *Attachment A-2*.

POLICY OBJECTIVE

Required under City Code 103.05.

BUDGET IMPLICATIONS

Funding for all items is provided for in the current budget or through pre-funded capital replacement funds.

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

Staff recommends the City Council approve the submitted purchases or contracts for service and where applicable; authorize the sale/trade-in of surplus items.

REQUESTED COUNCIL ACTION

Motion to approve the submitted purchases or contracts for services and where applicable; the sale/trade-in of surplus items.

Prepared by: Joshua Kent, Assistant Finance Director
Attachments: A1: Over \$10,000 Items for Purchase or Sale/Trade-in

A2: CIP Project/Initiative summary (if applicable)

Attachment A-1

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Public Works (Engineering)	Baun Built Corporation	Installation of permanent wall between City staff and Metro-INET	(a)	\$ 350,000	\$ 19,000	2023 CIP
Parks & Recreation	Midwest Groundcover LLC	Playground Safety Mulch	(b)	\$ 200,000	\$ 20,000	2023 CIP
			(c)			
			(d)			
			(e)			

Key

- (a) In 2014, the Engineering Department was expanded slightly into the old fire admin offices to create more office space. When that project was done, only a cubical wall was installed between the Engineering Department and Metro-INET. The City's building maintenance manager sent quotes out and received the a low quote from Baun Built Corporation of \$19,000, which is the same contractor that performed some the other City Hall remodels last year.

- (b) This is for replenishing Engineered Wood Fiber in the playground containers. This is a scheduled mid level maintenance item that must be done periodically to meet playground safety and accessibility standards and comes out of the Parks Improvement Plan CIP.



Public Works Department

Memo

To: Michelle Pietrick, Finance Director
From: Jesse Freihammer, Public Works Director
Date: March 1, 2023
Re: Engineering Department Wall

In 2014, the Engineering Department was expanded slightly into the old fire admin offices to create more office space. When that project was done, only a cubicle wall was installed between the engineering expansion and the IT department. With the split of Metro-Inet from the City, staff feels that this is a good time to complete the remodel and install permanent separation. The new wall will provide better sound attenuation between the departments and will create additional work space by eliminating the door between the departments.

The City's building maintenance manager sent quotes out and received the following low quote. It is the same contractor who performed some of the other City Hall remodels last year.

- Baun Built Corporation – \$19,000
- This would be funded from the following:
 - \$27,805.00 - Workstation Replacement - City Hall line item in 2022 Facilities CIP-410-01-64-00-0000-42-453000
 - There was a \$350,000 budget and still has budget remaining that will cover this cost.

2023 Capital Improvement Plan

Project/Initiative Summary

Department/Division:	Park Improvements
Project/Initiative Title:	General PIP Items
Total Estimated Cost:	\$200,000
Funding Source:	Park Improvement Program Fund (<i>property tax</i>)
Annual Operating Budget Impact:	[Enter amount here (if applicable)]

Project/Initiative Description:

The Park Improvement Program (PIP) is designed for and includes mid range budget items that can be more timely scheduled (with some flexibility from year to year) and planned for but need to be more closely prioritized than daily maintenance items that are more definite. These projects include safety items that require scheduled mid level maintenance (play surface, field upgrades), items that aid in maintenance efficiencies (landscaping, mulch), and items that help to maintain park system facilities up to expected standards (amenities, sign maintenance, court color coating, landscape work, tree plantings). This account is currently managed as a CIP account allowing staff to be more strategic with projects and budgeting from year to year and maximizing outside contributions.

This specific PO is for replenishing Engineered Wood Fiber in playground containers. This must be done periodically to meet playground safety and accessibility standards.

Location:

Parks and Recreation System

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023

Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Authorize Planning and Design Services for a New Park at 2381 Co. Road B. W

BACKGROUND

The Parks and Recreation System Master Plan identifies the provision of additional parks and recreation services in Southwest Roseville as a strategic priority. In 2022 the city acquired a 0.80 parcel at 2381 County Road B. West via a combination of Park Dedication from an adjacent development and purchase.

Included as an Attachment in your packet is a Standard Professional Services Agreement with LHB to lead the planning, concept design and community engagement, in coordination with staff, for of the new park.

LHB has consulted the City on a number of successful park development projects in recent years including Midland Gardens Park, Unity Park and much of the Parks Renewal Program. LHB was the lead consultant on the most recent Master Plan update and was involved with the community discussions in SW Roseville as part of that process.

This process will seek to obtain the International Association of Public Participation (IAP2) level of *collaborate*: to partner with the public in each aspect of the decision including the development of alternatives and identification of a preferred solution.

At the conclusion of the engagement process, the preferred concept and proposed budget will be presented to the City Council.

POLICY OBJECTIVE

The attached agreement is consistent with the City's commitment to strategically engage residents in decision making process and the community aspiration of a physically and mentally active and healthy community.

BUDGET IMPLICATIONS

The Professional Services Agreement is for costs not to exceed \$28,500 and \$400 in reimbursable expenses. These costs will be paid for using Park Dedication Funds.

RACIAL EQUITY IMPACT SUMMARY

The neighborhood in which this park will be located is one of the few remaining areas in Roseville where residents do not have a park within a 10 minute walk, an important metric that the Trust for

32 Public Land uses to measure health equity within a community. Studies show that close-to-home
33 park access is essential for community wellbeing by encouraging physical activity, fostering a
34 connection to nature, bringing neighborhoods together and contributing to climate resilience.

35 In accordance with the IAP2 best practices, the engagement process will intentionally seek to engage
36 historically underrepresented populations by targeting the multifamily housing in the neighborhood,
37 and offering multiple opportunities to provide feedback.

38 **STAFF RECOMMENDATION**
39 Based on the community involvement process, the policy of providing public input on projects, and
40 the need and desire to add a park in Southwest Roseville, staff recommends that the City enter into
41 an agreement with LHB for design services as outlined.

42 **REQUESTED COUNCIL ACTION**
43 Authorize the Mayor and City Manager to enter into a Professional Services Agreement with LHB
44 for design services as referenced for an amount not to exceed \$28,900 for a new park at 2381 Co.
45 Road B. W. to be paid for with Park Dedication Funds.

Prepared by: Matt Johnson. Parks and Recreation Director
Attachments: A: Standard Professional Services Agreement with LHB Incorporated for Planning, and Design
Services

Standard Agreement for Professional Services

This Agreement (“Agreement”) is made on the 6 day of March, 2023, between the City of Roseville, a municipal corporation (hereinafter “City”), and LHB Incorporated (hereinafter “Consultant”).

Preliminary Statement

The City has adopted a policy regarding the selection and retention of consultants to provide a variety of professional services for City projects. That policy requires that persons, firms or corporations providing such services enter into written agreements with the City. The purpose of this Agreement is to set forth the terms and conditions for the performance of professional services by the Consultant.

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services described in Exhibit “A” attached hereto (“Work”) in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
2. **Term.** The term of this Agreement shall be from contract execution, through December 31, 2023, the date of signature by the parties notwithstanding.
3. **Compensation for Services.** The City agrees to pay the Consultant the compensation described in Exhibit B attached hereto for the Work, Consultant will also charge for reasonable out-of-pocket expenses such as reproductions, delivery services, long-distance telephone charges, and similar, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.

4 *City Representative and Special Requirements:*

- A. Jim Taylor, Parks Superintendent shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
- B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.

5. *Method of Payment.* The Consultant shall submit to the City, on a monthly basis, an itemized written invoice for Work performed under this Agreement. Fees shall be paid within 30 days following receipt of a monthly invoice for services performed on an as-needed basis. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
- B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

The payment of invoices shall be subject to the following provisions:

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the

Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.

- B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.

6. **Project Manager and Staffing.** The Consultant has designated Lydia Major, Landscape Architect (“Project Contacts”) to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind to the Work being performed under this Agreement.
8. **Audit Disclosure.** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City’s prior written approval. Any such information must be in writing and clearly identified as “confidential.” The Contractor’s confidentiality obligation will not apply to information that: (i) is in the public domain; (ii) is known by the Contractor at the time of its receipt from the City; (iii) is developed independently by the Contractor; or (iv) is received from others. The obligations of confidentiality do not apply to information required to be disclosed in defense or assertion of any claim against or by the Contractor other otherwise by legal process or requirement. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the

termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.

10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. If subcontracts are approved and entered into, the Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Consultant shall otherwise comply with, the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.
14. **Services Not Provided For.** The City shall not be required to pay for any claim for services furnished by the Consultant not specifically provided for herein.
15. **Compliance with Laws and Regulations.** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.

17. **Indemnification.** To the fullest extent permitted by law, the Consultant agrees to indemnify and hold the City, and its mayor, councilmembers, officers, and employees harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, to the extent caused by any negligent or wrongful act or omission of the Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work.

18. Insurance.

- A. General Liability. Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.

- B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Commercial General Liability:	\$1,000,000 per occurrence \$1,500,000 general aggregate \$1,000,000 products – completed operations aggregate \$5,000 medical expense
Comprehensive Automobile Liability:	\$1,000,000 combined single limit (shall include coverage for all owned, hired and non-owned vehicles.

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:

- (i) Personal injury with Employment Exclusion (if any) deleted;
- (ii) Broad Form Contractual Liability coverage; and
- (iii) Broad Form Property Damage coverage, including Completed Operations.

- D. During the entire term of this Agreement, and for 3 years after substantial completion, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability caused by the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by any negligent act, error or omission of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name the City as an insured.
- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);
 - (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
 - (iii) All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville."
 - (iv) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
 - (v) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph 18, must be filed with the City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 30 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise

Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

19. **Ownership of Documents.** Provided the Consultant has been paid in accordance with the terms of this Agreement, all plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate at its sole risk.
20. **Annual Review.** Prior to December of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.
21. **Conflicts.** No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
22. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
23. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
24. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
25. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

If to City:	City of Roseville
	Roseville City Hall
	2660 Civic Center Drive
	Roseville, MN 55113
	Attn: City Manager

If to Consultant:

Attn: _____

Notices shall be deemed effective on the date of receipt if given personally, on the date of deposit in the U.S. mails if mailed, or on the date of delivery to an overnight courier if so delivered; provided, however, if notice is given by deposit in the U.S. mails or delivery to an overnight courier, the time for response to any notice by the other party shall commence to run one business day after the date of mailing or delivery to the courier. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified, 10 days prior to the effective date of such change.

26. ***Entire Agreement.*** Unless stated otherwise in this Provision 26, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following agreements supplement and are a part of this Agreement:

IN WITNESS WHEREOF, the undersigned parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

(NAME OF CONSULTANT)

By: _____

Its: _____

EXHIBIT A

WORK

The Consultant shall perform the following Work as outlined in the attached proposal.

- Conceptual Design Public Meeting will involve exploring two (2) or three (3) potential directions for the park program and design directions. It is intended to spark dialog with several options and preliminary solutions for the issues and ideas raised at meeting one, but to still offer a preliminary, “sketchy” stage of the process to invite further revision and discussion. We anticipate working with a playground vendor who will also present playground options at this meeting.

The City will provide the following:

- Schedule, location, and notification for two (2) meetings
- Materials and graphics from related planning process for use in developing meeting materials
- Attendance and participation in two (2) meetings

Meetings and deliverables will include:

- Two (2) preparatory team meetings (one in advance of each meeting, concurrent with design review, as described below)
- Meeting agendas and materials (presentations, boards, exercises, etc.)
- Meeting notes/summaries

■ **Create a park concept design**

LHB will develop two (2) or three (3) concepts for the site, exploring different programs and design elements, based on the work done during this master planning processes in 2008 and 2012 and the results of the first community meeting. These concepts are specifically intended for use at the second public meeting and will be developed to the degree needed to help the public understand the site’s potential. We will also engage with a vendor to develop options for playground equipment and surfacing.

The City will provide the following:

- Coordination and input from discussions with other stakeholders and planning processes.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design).

Meetings and deliverables will include:

- One (1) meeting with staff to review and refine concepts (concurrent with public meeting preparation as described above)
- Concept design documents will include the following information:
 - Plans and sections illustrating key features and relationships
 - Precedent imagery to illustrate concepts and programmatic elements
 - A brief narrative/bullet points describing the three concepts’ program and design elements

■ **Preferred Concept Design**

LHB will refine a preferred concept for the site, based on feedback received at the second public meeting and from City Staff. This concept is specifically intended for use at the final presentations and will be developed to the degree needed to help decision makers and the public understand the preferred direction for the park, as well as to assist City Staff in decision making in advance of starting construction documents.

The City will provide the following:

- Coordination and input from discussions with other stakeholders and planning processes
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- One (1) meeting with staff to review and refine preferred concept (concurrent with public meeting preparation as described above)
- Concept design documents will include the following information:
 - Plans and sections illustrating key features and relationships
 - Precedent imagery to illustrate concepts and programmatic elements
 - Two (2) illustrative perspective renderings intended to evoke a sense of place
 - A brief narrative/bullet points describing the concept's program and design elements
 - Concept design-level construction cost estimate (primarily for City Staff's use) in Microsoft Excel format, including approximate quantities and unit costs in 2023 dollars

■ **Provide final materials and reports to staff for presentation to the Parks and Recreation Commission and the City Council**

LHB will provide staff with materials to present to the Commission and Council including a summary overview and memo-style report describing the process, preferred concept design (in narrative and plan form), and cost information developed in the steps above. The report and presentation will be formatted to be compatible as an appendix or supplement to Roseville's Park and Recreation Master Plan, though they will also work as a standalone memo describing this process and outcomes. Staff will conduct these presentations.

The City will provide the following:

- Staff will conduct the presentations.
- Timely feedback and review; This proposal anticipates that comments from staff will be consolidated into a single reviewed set and that there will be one (1) round of review and revision for each major milestone (concept design and schematic design)

Meetings and deliverables will include:

- Presentation materials for one (1) regularly scheduled Commission meeting and one (1) regularly scheduled Council meeting

Exclusions

1. Public, agency, focus group, or stakeholder meetings beyond those described above are excluded.
2. If other public meetings or other stakeholder engagement are required, LHB will work with you to determine a fee before beginning this work to provide a more accurate estimate, based on the type of meeting and level of staff involvement anticipated.
3. Construction documents and specifications are excluded. If the project proceeds towards bidding and construction as anticipated, LHB will work with you to determine a fee before beginning this work, based on the concept design, construction cost estimate, and other information available at that time.

Schedule

Public meetings will occur between April 2023 and August 2023. If the project proceeds to bidding and construction, the schedule for that will be determined in advance of beginning the work.

Proposed Fee

LHB proposes an hourly not to exceed fee of Twenty-eight Thousand Five Hundred Dollars (\$28,500) excluding reimbursable expenses. Reimbursable expenses, including document reproduction, postage, and mileage, are in addition to Compensation and shall not exceed Four Hundred Dollars (\$400) without prior approval.

Terms and Conditions

Upon your approval of this proposal, we will prepare an agreement consistent with the terms and conditions of our standard LHB agreement form.

We appreciate the opportunity to provide you with our services. We look forward to working with you. Please contact Lydia at 612.752.6956 if you have any questions.

LHB, INC.



LYDIA MAJOR, PROJECT MANAGER



MICHAEL A. FISCHER, PRINCIPAL

LHB Project No. 230076

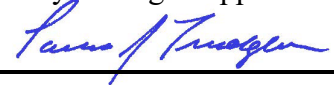
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ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.e

Department Approval

City Manager Approval



Item Description: Approve Entering into a Memorandum of Agreement with Metro-INET Joint Powers Authority to provide internet services to the Ramsey County Library System on behalf of the City of Roseville

BACKGROUND

Metro-INET became a separate IT joint powers authority in 2021. Previously, Metro-INET was part of the City of Roseville and provided IT services to 43 other local government agencies.

Metro-INET has provided internet services to the Ramsey County Library System (RCLS) for many years. As part of that arrangement, the City of Roseville entered directly into a contract with RCLS for the internet services. The current contract goes through June 30, 2023. As the City no longer directly controls Metro-INET and therefore cannot directly provide internet services to RCLS, an agreement between the City and Metro-INET is necessary to allow for the City to continue to invoice and collect fees from RCLS and transmit those fees to Metro-INET for a small service charge.

Additionally, the funding from the federal government that RCLS receives to provide internet service requires payment be made to a recognized local government unit. Currently, Metro-INET is not recognized as local governmental unit by the funding agency. Metro-INET is working on getting recognized as a local governmental unit, but it will take some time to receive formal recognition. As a result, the agreement between the City and Metro-INET will remain in place until June 30, 2024 to allow for continued internet service to RCLS. After June 30, 2024, Metro-INET will have a direct contract with RCLS to provide internet services.

POLICY OBJECTIVE

Roseville has long valued shared partnerships with other local government entities and the private sector to provide cost-effective and efficient services to the community. Since its creation, Metro I-Net has been a model of partnership of providing local government IT services in the Twin Cities metro. Entering into the proposed agreement allow for the Ramsey County Library System to continue to receive internet services from Metro-INET

BUDGET IMPLICATIONS

The City will receive a minimal revenue of \$180 for administering this contract.

RACIAL EQUITY IMPACT SUMMARY

According to census data, about 10 percent of Black and Hispanic Americans and 13 percent of American Indians and Alaska Native have no internet subscriptions at home compared to 6% of White households. ¹ The use of libraries has been long utilized to partially address the “digital divide” faced by many. Through the Telecommunications Act of 1996, libraries are able to receive

discounted “E-rate” and provide internet to public for free.² Entering into the Memorandum of Agreement with Metro-INET will allow for the Ramsey County Library System to access the “E-rate” program.

STAFF RECOMMENDATION

Staff recommends the City Council approve entering into the Memorandum of Understanding with Metro-INET.

REQUESTED COUNCIL ACTION

Motion to approve entering into the Memorandum of Understanding with Metro-INET.

Prepared by: Patrick Trudgeon, City Manager (651) 792-7021

Attachment: A: Memorandum of Agreement

¹ [Affordable Broadband Service is a Racial Equity and Public Health Priority during Covid-19](#); The Leadership Conference on Civil and Human Rights website.

² [Libraries Evolve to Bridge Digital Divide](#); Morgridge College of Education Online, University of Denver.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the “Agreement”) is made this ____ day of _____, 2023 (the “Effective Date”), by and between the City of Roseville, a Minnesota municipal corporation and located at 2660 Civic Center Drive, Roseville, MN 55113 (the “City”), and the North East Metropolitan Area Municipal Internetworking Collaborative, a Minnesota joint powers organization located at 2660 Civic Center Drive, Roseville, MN 55113 (“Metro-INET”). The City and Metro-INET may collectively be referred to as the “parties” or individually as a “party”.

RECITALS

- A. The City entered into an agreement with the Ramsey County Library System (“RCLS”) to provide internet transport/connectivity (“IT”) services to RCLS, with the term of the agreement from July 1, 2022 to June 30, 2023.
- B. Subsequent to the creation of, and the City’s membership in, Metro-INET, the City’s provision of IT services transferred to Metro-INET, including the recent transition of the City’s IT services to employment with Metro-INET, and the City will no longer be providing IT services to RCLS.
- C. The City and Metro-INET desire to enter into an agreement that Metro-INET will provide IT services to RCLS, the City shall continue to invoice and collect certain fees from RCLS for the provision of those IT services, and the City shall transmit those fees to Metro-INET from January 1, 2023 through June 30, 2024.

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises and agreements contained herein, and intending to be legally bound, the parties do hereby agree as follows:

1. Term and Termination. The term of this Agreement shall begin on the Effective Date and end on June 30, 2024. Notwithstanding any other provision herein to the contrary, this Agreement may be terminated as follows: (1) the parties, by mutual written agreement, may terminate this Agreement at any time; (2) either party, for any reason or no reason at all, upon providing 30 days’ written notice to the party.
2. Invoice and Payment. The City agrees that it shall continue to timely invoice and collect \$1,000 per month from RCLS.
3. Reimbursement. Within 30 days after receiving RCLS’s payment, the City shall transmit to Metro-INET the monthly payment it collects from RCLS, less a processing fee in the amount of \$15 per month.
4. Notices. Any notice or correspondence to be given under this Agreement shall be deemed to be given if delivered personally or via email to the following email addresses:

- a. As to the City: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Patrick Trudgeon
Email: pat.trudgeon@cityofroseville.com
- b. As to Metro-INET: Metro-INET
2660 Civic Center Drive
Roseville, MN 55113
Attn: Holly LaRochelle
Email: Holly.LaRochelle@metro-inet.us

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement as of the date first written above.

CITY OF ROSEVILLE

By: _____

Name: _____

Its: _____

By: _____

Name: _____

Its: _____

METRO-INET:

By: _____

Name: _____

Its: _____

By: _____

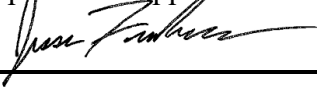
Name: _____

Its: _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Approve Long Lake Lift Station Easement Agreements

BACKGROUND

As part of the 2023 sanitary sewer capital improvement plan, the Long Lake Lift station location on Long Lake Road, south of County Road D, is scheduled for replacement. It was designed in 2021 but was put on hold for construction until this year. The original lift station was built in 1967 and is in need of upgrades to the pumps and controls. Additionally, one of the major goals of the project is to relocate the lift station further away from the roadway. Currently, the lift station sits between the curb and the sidewalk, separated only by a guardrail. With the large amount of semi-truck traffic along Long Lake Road, the location makes it susceptible to damage from an out-of-control vehicle or a turning vehicle into the adjacent parking lot. A new location will also provide more room for safer maintenance to be performed on the lift station.

Staff worked with the 3070 Long Lake Road property owner, LLR Investments, LLC, to acquire a permanent easement for the new lift station and a temporary easement needed during construction. They are in agreement with the City acquiring easements for a value of \$10,000.

The City Attorney has drafted the easement documents.

POLICY OBJECTIVE

It is City policy to keep City-owned infrastructure in good operating condition and to keep systems operating in a safe condition.

BUDGET IMPLICATIONS

The cost of the two easements is \$10,000. Future costs for the construction of the lift station are estimated to be \$355,000. All costs for the project will be funded from the sanitary sewer fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve the easement agreement documents and the purchase of the easements from LLR Investments, LLC.

26 **REQUESTED COUNCIL ACTION**

27 Motion to approve Memorandum of Understanding for easement acquisition at 2070 Long Lake
28 Road.

29 Motion to approve Permanent Utility Easement at 2070 Long Lake Road.

30 Motion to approve Temporary Construction Easement at 2070 Long Lake Road.

31 Motion to approve Construction Easement at 2070 Long Lake Road.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Memorandum of Understanding

B: Permanent Easement

C: Temporary Easement

D: Mortgage Consent

E: Location Map

MEMORANDUM OF UNDERSTANDING

City of Roseville

City Project No.: _____
 PID No.: 052923120006
 Fee Owner: LLR Investments, LLC

As of _____, 2023, LLR Investments, LLC, a Minnesota limited liability company, Owner of that certain property located at 3070 Long Lake Road, in the City of Roseville (the “City”), County of Ramsey, State of Minnesota, executed and delivered (i) a LIFT STATION UTILITY EASEMENT AGREEMENT and (ii) a TEMPORARY CONSTRUCTION EASEMENT (the “Easements”)

This Memorandum is now made and entered as a memorandum of the agreement between the parties relating to the Easements. It is hereby acknowledged and agreed upon between the parties that:

1. The Owner has been furnished with the approved estimate of just compensation for the property rights acquired by the City in connection with the Easements. The Owner understands that the property rights acquired by the City as described in the LIFT STATION UTILITY EASEMENT AGREEMENT are permanent and will be governed by the terms and conditions stated in the LIFT STATION UTILITY EASEMENT AGREEMENT.
2. In full compensation for the conveyance of the Easements to the City, the City shall pay the Owner \$9,000 for the LIFT STATION UTILITY EASEMENT AGREEMENT and \$1,000 for the TEMPORARY CONSTRUCTION EASEMENT. Owner understands that payment by the City is contingent upon City Council approval, verification of marketable title, and a lender consent, if needed. City understands that Owner’s grant of the Easements is contingent upon the payment of the foregoing compensation to Owner.
3. In the event of a clerical error with respect to the Easements, the parties agree to cooperate in correcting the error including but not limited to resigning the easement documents.

It is understood and agreed that the entire agreement of the parties is contained in this Memorandum of Understanding and the Easements dated _____, 2023, and that these documents and agreements include all agreements between the parties with respect to the Easements.

Date: _____

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

Date: _____

LLR INVESTMENTS, LLC

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

LIFT STATION EASEMENT AGREEMENT

THIS AGREEMENT is made by LLR Investments, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee. Grantee joins herein to express its agreement to the provisions hereof which relate to Grantee's undertakings and responsibilities.

Recitals

- A. Grantor is the fee owner of certain property located at 3070 Long Lake Road, in Ramsey County, Minnesota (PID No. 052923120006), and legally described on Exhibit A attached hereto (the "Property").
- B. Grantor is willing to grant to Grantee an easement for the installation and maintenance of a wastewater lift station, according to the terms and conditions contained herein, and subject to Grantee's agreement to the provisions hereof.

Terms of Agreement

- 1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Agreement.
- 2. Grant of Lift Station Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to Grantee a perpetual, non-exclusive easement over, under, across, and through the portion of the Property legally described on Exhibit B and depicted on Exhibit C attached hereto (the "Easement Area") for the sole purposes set forth in paragraph 3 below.

- 3. Scope of Easement.

3.1. The perpetual, non-exclusive easement granted herein is for the sole purposes of allowing Grantee, its contractors, agents and employees to enter and use the Easement Area for locating, constructing, reconstructing, operating, maintaining, inspecting, altering, removing and repairing a wastewater lift station and associated lift station facilities in the Easement Area. The Easement Area shall not be used by Grantee for any other purposes, including any other municipal or public utility purposes.

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

3.3. Grantee shall be responsible for installing and maintaining a perimeter fence and protective posts or barriers to prevent vehicles from entering the Easement Area and/or damaging the lift station facilities constructed by Grantee therein or at Grantee's request. Any such damage shall be repaired, and the lift station facilities shall be restored, at the sole cost and expense of Grantee. Grantor is hereby, and shall be, released from any and all claims for damage to the Easement Area or the lift station facilities located therein or thereon howsoever the damage may have been caused.

4. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein, subject to the rights of the mortgagee holding the mortgage on the Property.

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

6. Damage, Liens and Indemnity. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.

7. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated as of _____, 2023.

GRANTOR:

LLR INVESTMENTS, LLC
a Minnesota limited liability company

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

GRANTEE:

CITY OF ROSEVILLE

By: _____
Dan Roe, Mayor

By: _____
Patrick J. Trudgeon, City Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Allen T. Ofstehage, the President and Chief Manager of LLR Investments, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Dan Roe, Mayor, and Patrick J. Trudgeon, City Manager, of the City of Roseville, a Minnesota municipal corporation, on behalf of the City.

Notary Public

This instrument drafted by:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South Fifth Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
LIFT STATION UTILITY EASEMENT**

Legal Description of the Property

Parcel A

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company's lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company's lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company's main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating.

Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

**EXHIBIT B TO
LIFT STATION UTILITY EASEMENT**

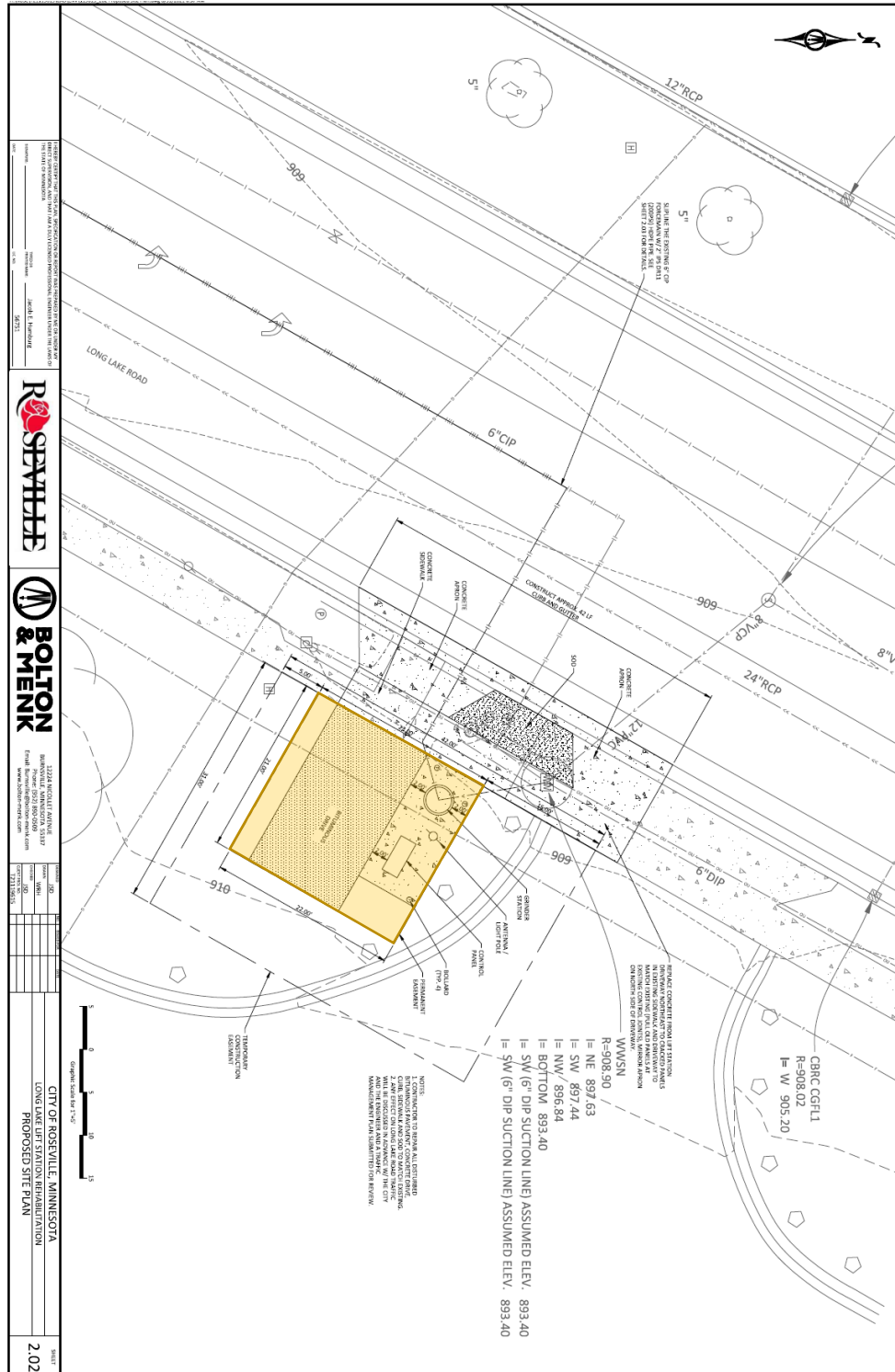
Legal Description of the Lift Station Easement Area

A perpetual easement solely for lift station utility purposes, as set forth in the foregoing Agreement, over, under, across, and through that part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as follows:

Commencing at the northwesterly corner of said Parcel A; thence on an assumed bearing of South 29 degrees 35 minutes 14 seconds West along the westerly line of said Parcel A, a distance of 292.39 feet to the point of beginning of the easement to be described; thence South 60 degrees 24 minutes 46 seconds East, a distance of 21.00 feet; thence South 29 degrees 35 minutes 14 seconds West a distance of 22.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 21.00 feet to said westerly line; thence North 29 degrees 35 minutes 14 seconds East along said westerly line, a distance of 22.00 feet to said point of beginning.

EXHIBIT C TO LIFT STATION UTILITY EASEMENT

Depiction of the Lift Station Easement Area



TEMPORARY CONSTRUCTION EASEMENT

THIS INSTRUMENT is made by LLR Investments, LLC, a Minnesota limited liability company, Grantor, in favor of the City of Roseville, a Minnesota municipal corporation, Grantee.

Recitals

- A. Grantor is the fee owner of certain property located at 3070 Long Lake Road, in Ramsey County, Minnesota (PID No. 052923120006) and legally described on Exhibit A attached hereto (the “Property”).
- B. Grantor at the request of grantee is willing to grant to Grantee a temporary construction easement (the “Easement”) according to the terms and conditions contained herein.

Terms of Temporary Construction Easement

- 1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Instrument.
- 2. Grant of Temporary Construction Easement for Lift Station. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to a temporary construction easement which is legally described on Exhibit B and depicted on Exhibit C attached hereto (the “Easement Area”).
- 3. Scope of Easement. The Temporary Construction Easement is for the sole purpose of allowing Grantee, its contractors, agents, and employees the right to enter the Temporary Construction Easement Area at all reasonable times to construct a wastewater lift station, and to store materials, vehicles, and equipment related to the construction of the lift station.

The temporary easement granted herein also includes the right to cut, trim, or remove any landscaping, trees, shrubs, improvements, or vegetation within the Easement Area that in

Grantee's reasonable judgment unreasonably interfere with the Easement. Grantee will restore the property affected by its work within the Easement Area to the general condition that it was in prior to the work being performed. All restoration will be completed no later than the expiration date of this Instrument.

Grantor will not erect, construct, or create any building, improvement, obstruction, or structure of any kind within the Easement Area during the term of this Easement, either above or below the surface without the express written permission of Grantee.

4. Warranty of Title. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein subject to the rights of the mortgagee under the mortgage recorded against the property.

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

6. Damage, Liens and Indemnity. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.

7. Binding Effect. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

8. Term. The Easement granted herein shall expire on July 21, 2024.

STATE DEED TAX DUE HEREON: NONE

[Signatures on following page.]

Dated this ____ day of _____, 2023.

GRANTOR:

LLR INVESTMENTS, LLC
a Minnesota limited liability company

By: _____
Allen T. Ofstehage
Its: President and Chief Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Allen T. Ofstehage, the President and Chief Manager of LLR Investments, LLC, a Minnesota limited liability company, on behalf of said company.

Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
700 Fifth Street Towers
150 South 5th Street
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Property

Parcel A

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company's lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company's lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company's main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating. Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

**EXHIBIT B TO
TEMPORARY CONSTRUCTION EASEMENT**

Legal Description of the Easement Area

A temporary easement for construction purposes over, under and across part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, and said easement is described as follows:

Commencing at the northwesterly corner of said Parcel A; thence on an assumed bearing of South 29 degrees 35 minutes 14 seconds West along the westerly line of said Parcel A, a distance of 292.39 feet to the point of beginning of the easement to be described; thence South 60 degrees 24 minutes 46 seconds East, a distance of 21.00 feet; thence South 29 degrees 35 minutes 14 seconds West, a distance of 22.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 21.00 feet to said westerly line; thence South 29 degrees 35 minutes 14 seconds West along said westerly line, a distance of 5.00 feet; thence South 60 degrees 24 minutes 46 seconds East, a distance of 31.00 feet; thence North 29 degrees 35 minutes 14 seconds East, a distance of 42.00 feet; thence North 60 degrees 24 minutes 46 seconds West, a distance of 31.00 feet to said westerly line; thence South 29 degrees 35 minutes 14 seconds West along said westerly line, a distance of 15.00 feet to said point of beginning.

MORTGAGEE CONSENT TO LIFT STATION EASEMENT AGREEMENT

First Resource Bank, a state chartered bank (“Mortgagee”) under that certain \$2,312,000.00 Mortgage from LLR Investments, LLC, a Minnesota limited liability company as mortgagor, dated March 11, 2022, and recorded in the Office of the Ramsey County Recorder on March 16, 2022, as Document No. 4938291, and holder of that certain Assignment of Rents dated March 11, 2022 and recorded March 16, 2022 as Document No. 4938292, and secured party of that certain UCC Financing Statement recorded March 16, 2022, as Document No. 4938293, all on the real property located in Ramsey County, Minnesota, described as follows:

That part of the Northeast Quarter of Section 5, Township 29 North, Range 23 West, described as commencing at the point of intersection of the Southeasterly line of Long Lake Road and the centerline of The Minnesota Transfer Railway Company’s lead track as now located and hereinafter described; thence Southwesterly along the Southeasterly line of Long Lake Road a distance of 439.22 feet to the place of beginning of land to be described; thence deflect 90 degrees to the left on a straight line to intersection with the Northwesterly line of Roseville ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement as described in Document No. 1740057; thence Southwesterly along the Northwesterly line of said ponding easement to intersection with the North line of said ponding easement; thence Westerly along the Northline of said ponding easement to intersection with the Southeasterly line of Long Lake Road; thence Northeasterly along the Southeasterly line of Long Lake Road to the place of beginning of land to be described.

Description of centerline of the Minnesota Transfer Railway Company’s lead tract:

Commencing at the point of intersection of the North line of said Section 5, Township 29 North, Range 23 West and the centerline of The Minnesota Transfer Railway Company’s main line track; thence Southwesterly on said centerline of said main line track a distance of 101.57 feet to the place of beginning of lead track to be described; thence Southwesterly along a curve to the right with a radius of 762.70 feet and a delta of 6 degrees 22 minutes; thence continuing Southwesterly 61.62 feet to a point of curve; thence Southwesterly and Westerly along a curve to the right with a radius of 338.27 feet and a delta of 87 degrees 47 minutes 50 seconds; thence Northwesterly 159.34 feet to intersection with the Southeasterly line of Long Lake Road and there terminating.

Together with an easement for railway purposes as created by Warranty Deed, Document No. 1762559.

Ramsey County, Minnesota.

(Abstract)

(Parcel No. 05-29-23-12-0006)

consents to the attached LIFT STATION EASEMENT AGREEMENT (or, if recorded separately, the LIFT STATION EASEMENT AGREEMENT dated _____, recorded _____, in the office of the Ramsey County Recorder as Document No. _____), and agrees to hold and convey its interest in the property subject to the LIFT STATION EASEMENT AGREEMENT.

[The rest of this page left intentionally blank; signature follows on next page]

Dated: _____, 2023.

First Resource Bank

A state chartered bank

By: _____

Its: _____

State of _____)
) SS.
County of _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by _____, the _____ of First Resource Bank, a state chartered bank, on behalf of the bank.

NOTARY STAMP OR SEAL

Notary Public
Commission Expires: _____

THIS INSTRUMENT DRAFTED BY:
Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.g

Department Approval



City Manager Approval



Item Description: Consider Awarding Contract for DEI Training

BACKGROUND

In support of the City's commitment to diversity, equity, and inclusion (DEI), and in support of the current Strategic Racial Equity Action Plan (SREAP), a training plan has been developed and will be implemented throughout 2023 to ensure all employees have a shared introduction and understanding of DEI principles and terminology. After discussion with city leaders and following DEI related training for Department Heads in 2022, specific needs were identified for learning at various levels throughout the organization. Equity and inclusion is a lens and perspective that should be used in all roles throughout the organization as it impacts how the city serves the diverse needs of the community. The training plan for 2023 based on the identified learning needs is as follows:

All Staff - to attend one session in April or May 2023

Topics - Foundational Training on Communication & Shared Terminology, Government's Role, Understanding Bias, and Microaggressions

Managers/Supervisors/Department Heads – to attend two sessions in August and September 2023

Topics – Leading a Diverse Team & Creating a Culture of Belonging

Department Heads – to attend two sessions in November and December 2023

Topics – Courageous Conversations and Managing Conflict through a Diversity Lens

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. The City of Roseville is committed to taking tangible steps to normalize, organize and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

RACIAL EQUITY IMPACT SUMMARY

This presentation is related to the city's Strategic Racial Equity Action Plan and Racial Equity Narrative.

BUDGET IMPLICATIONS

The cost of the recommended consultant's proposal is \$35,000. This cost includes both the development

35 of customized training and in-person facilitation. The 2023 budget has funds allocated to fully cover the
36 proposed cost.

37 **STAFF RECOMMENDATION**

38 Department Heads and leaders from the Strategy Team reviewed several proposals and the top three
39 proposals were interviewed by the City Manager, Assistant City Manager, and Equity and Inclusion
40 Manager. Based on identified learning needs for 2023, feedback, and interviews, staff is recommending
41 that Council authorize the City Manager to enter into a Professional Services Agreement with Catch
42 Your Dreams Consulting, LLC to develop and facilitate training for the organization throughout 2023.

43 **REQUESTED COUNCIL ACTION**

44 By motion, authorize the City Manager to enter into a Professional Services Agreement with Catch Your
45 Dreams Consulting, LLC to develop and facilitate DEIB training for city staff in the amount of \$35,000.

46

Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: Proposal and Professional Services Agreement



DEIB Proposal For
City of Roseville, Minnesota
Catch Your Dream Consulting
February 1, 2023

About Catch Your Dream Consulting

Our Approach

At Catch Your Dream Consulting we believe 3 things are foundational to our work and we bring these 3 things to every meeting, training and interaction.

Get energized - It is important that we not only do the work, but we do it and get energized from it. Racial Justice work should get us excited about what's possible rather than focusing on the problems

Take Practical Action - Not just action, but practical action! We are committed to supporting you to get here. Staying in our heads and heart is good, moving to our hands is essential to get to equity and justice.

Find Hope - If you let it, this work can have you spiraling downward and in a place of cynical thinking. At CYD, we will inspire you to find hope so you can be sustained to keep going and achieve your goals.

Our Team (Who Will Be Collaborating with You on this Scope of Work)

We are a collaborative team of diverse dreamers, organizers, multi race, multi class individuals committed to diversity, equity, inclusion, and justice work. We lean on each other's strengths to mitigate our areas of weakness in a way that best serves the partners we work with. We all have different lived experiences from education backgrounds to how we came into this work and it manifests itself in a powerful way to educate, inspire, coach, and move you and your community or team along in your equity journey. We can't promise to show up perfectly every time, but we will show up powerfully.



Donte Curtis is the Founder/Lead Consultant of Catch Your Dream Consulting where he keynotes, facilitates and leads workshops with teams, and organizations, nationwide, on leadership development, racial equity, anti racism, and supports them to create practical change. Donte currently serves on the Board of Directors at Social Enterprise Alliance Twin Cities and is a member of the Program Investment Committee at Youthprise. With over 14 years of facilitation and speaking experience, Donte is adept at fostering the collective wisdom in the room and engaging teams in multiple ways. Probably one of the most energetic people you will ever meet, Donte lives a life that is dedicated to leadership, social justice and liberation. Donte resides in Saint Paul with his Wife, Rachel and two dogs, King and Moose.

Donte Curtis' qualifications include:

- Trained in 4 facilitation methodologies
- Lead workshops with teams on how to be a great facilitator
- Led over 400 workshops, keynote and learning experiences for teams locally and globally focused on DEIA and Anti Racism.
- Works with multiple sectors: non profits, for profits, government and higher education



Jillian Gross Fortgang has a PhD in Higher Education with a concentration in organizational behavior and management, a Masters in Nonprofit Leadership, is a certified coach through the Academy of Creative Coaching, and an apprentice with Racial Justice from the Heart. I have worked with individuals and organizations in the nonprofit, education, and public sectors to co-create a path that keeps her partners focused initiating and sustaining transformational change. Currently, I live in Minneapolis with my spouse and our delightful rescue dog, Lettuce. I love to share the story behind our dog's name, so be sure to ask!



Scope of Work

- 4 - Foundation of DEIB/Language Workshops
- 2 - Culture of Belonging Workshops
- 2 - Conflict and Courageous Conversation Workshops

Catch Your Dream Consulting is able and available to lead/curate all of these workshops. We bring decades of experiences in adult learning and engagement styles to this work. All workshops will be practical in nature and focused on possibility thinking and strengths based leadership.

More Info on 3 workshops Offerings

Foundational of DEIB/Language

We will define Diversity, Equity, Inclusion, belonging and Anti Racism to kick off this workshop. This is done through a conversational style and even for the folks who know what these words mean, we challenge them to go deeper in their understanding of them in real concrete ways. We will also touch the 3 levels of racism and other forms of oppression. As well as cover all the main vocabulary in this work: Microaggressions, Implicit Bias, and privilege and others that you all think we need to focus on. One of the major activities, we like to do is defining the difference dimensions of diversity such as Race, social economic status, gender, sex, ability status, and more (there are 12 that we often use) and then we do an exercise where folks move to a certain identity based on the question we are asking. It expands/reminds folks that diversity is much bigger than race.

Culture of Belonging Workshop

Our most requested workshop falls under this topic. It is entitled, **“Breaking the Cycle of White Supremacy” (BTC)**. This perfectly aligns with the goals y’all have around



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managers creating a culture where everyone can thrive and is engaged. BTC is a Culture building workshop at its core. We can provide more details on flow during a Call Here is the description of it.

The saying goes people don't leave their jobs, they leave their managers This interactive workshop invites managers and Supervisors to explore the ways that white supremacy culture is harming us and the work that we do. During our time together, we will reflect on how the dominant culture shows up in leadership and management style (Both White Folks and People of Color managers) and will be given tools and strategies to break the cycle. This workshop will use the collective wisdom in the room to foster new ideas and think about what is possible when we all do our internal work. Come ready to form new habits of equity, justice and liberation to create a workplace that is engaging, life giving and honors everyone's life experience

Conflict and Courageous Conversations Workshop

At Catch Your Dream Consulting, we lean into conflict and Courageous Conversations everyday. We believe conflict makes us better and will make Roseville better. This workshop(s) experience will be highly engaging as well and take the attendees through what we call:

The 6 C's of Uncomfortable Conversation: From Automatic Reaction to Thoughtful Response

Folks will have the opportunity to practice in real time in a low stakes environment to begin to form new habits around conflict and courageous conversation. We Will spend some time thinking about and reframing conflict and folks will leave with Practical tools they will be able to start using the next day around conflict management and Courageous Conversation.



Budget/Estimate for Proposed Work

\$33,000 for all services. These prices are not in concrete and are negotiable. Equity is at the core of our work and that includes pricing. If these prices are not within budget, we work with you to see what's possible.

These prices include preparation, workshops delivery, materials, check ins with lead contact, wellness fee and expertise

Foundations workshops - 4	\$12,000
Culture of Belonging - 2	\$8,000
Conflict and Courageous Conversations - 2	\$11,000
Check Ins, Wellness, Admin -	\$4,000
Total	\$35,000

Important Note

There are a lot of amazing DEIAB Consultants in the Twin Cities and we are more than open with not having the entire scope of work sit with Catch Your Dream Consulting. if y'all feel this is needed. We do believe that having the consistency of one group or trainer and rapport is important as well and am open to both ways.



Payment Schedule

We typically ask for at the signing of the contract 25% Mid way and 25% upon completion. This is negotiated as we understand governments have policies and procedures that we are flexible with. This is what we would ask for however.

So the breakdown would be:

\$17,500 - Signing of contract

\$8,750 - Mid way point

\$8,750 - Completion of contract

Timeline

we am pretty flexible on the timing of these workshops and we believe we can co-create a timeline that makes sense for you all. I would recommend that the workshops that are in a series (Culture of Belonging and Conflict/Courageous) are scheduled in tandem and close to each other. At the most 1 month apart from the first one to support retention, cohesion, and Learning. Below you will find a sample of what could be possible but again, I believe we should co - create it together. we can't accurately and effectively do this with you all. Here is one possibility:

Month	Workshop	Hours
April 1-15th	Foundations of DEIB Option 1	3 Hours
April 15 - 30th	Foundations of DEIB Option 2	3 Hours
May 1 - 15th	Foundations of DEIB Option 3	3 Hours



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May 15 - 30th	Foundations of DEIB Option 4	3 Hours
Summer Break		
August	Culture of Belonging 1	3 Hours
September	Culture of Belonging 2	3 Hours
October	Conflict/ Courageous Conversations	3 Hours
November	Conflict/ Courageous Conversations	3 Hours

Some Current and Past Partners (AKA clients)

My Very Own Bed - Carver County - Center for Inclusive Child Care - Charity Review Council - Minnesota Council of NonProfits - Century College - Metropolitan State University - Simpson Housing Services - Minneapolis Foundation - Olmsted County Northwest Area Foundation - Habitat for Humanity Twin Cities - Cookie Cart Century College - Youthprise - Ramsey County - City of Edina - City of Faribault City of Saint Paul - Ombudsman Office of Long term Care, MN - and More



References

[Margie Andreason - mandreason@nwaf.org](mailto:mandreason@nwaf.org)

Diversity and Inclusion Officer, Northwest Area Foundation

- Facilitated a customized half day training for the Board of Directors on racial equity

[Karmit Bulman - kbulman@mavanetwork.org](mailto:kbulman@mavanetwork.org)

Executive Director, Minnesota Association for Volunteer Administration (MAVA)

- Facilitated multiple times with them on racial justice and anti racism work Specifically on White Supremacy Culture
- Keynoted at their Volunteer engagement conference in 2021 on Anti Racism in volunteerism

[Kris Kewitsch - kris@smartgivers.org](mailto:kris@smartgivers.org)

Executive Director, Charities Review Council

- Serve as DEI Consultant in Residence and support organizations on implementation of the DEI toolkit for 2 years and counting as well as consult with them in different workshops capacities for the non profit community

[Alicia Sandness - sandness@inclusivechildcare.org](mailto:sandness@inclusivechildcare.org)

Human Resource Manager, Center for Inclusive Childcare

- Spent 12 Months with them consulting, facilitating 12 monthly workshops and BIPOC caucus groups

[Kim Bailey - Kim.Bailey@co.ramsey.mn.us](mailto:Kim.Bailey@co.ramsey.mn.us)

DIOD Program Support (HR), Ramsey County, MN

- Provided over 10 highly engaging Workshops around a variety of DEIB topics
- Co - Created and led a racial equity retreat countywide to foster more connection and collaboration between all of the county's racial equity work

You can find more testimonials/recommendations here:

www.facebook.com/catchyourdream.dcurtis

<https://www.linkedin.com/in/donte-curtis-88281882/>



Contact

Donte Curtis

Donte@catchyourdreamconsulting.com

8327034543

Catch Your Dream Consulting

www.catchyourdreamconsulting.com

Thank you for your consideration

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the 6th day of March, 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), and Catch Your Dreams Consulting LLC, (the “Contractor”, each a “Party” and together the “Parties”).

1. Scope of Work. The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

2. Term and Termination. The term of this Agreement will commence on March 7, 2023 Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2023, or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.

3. Compensation for Work. The City agrees to compensate Contractor the in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.

4. Method of Payment. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:

- a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
- b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
- c. A statement dated and signed by the Contractor: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”

5. Representatives and Notices: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination

notice issued under this Agreement shall be either hand delivered or sent by U.S. Mail to the below-named individuals:

To City:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Rebecca Olson, Asst. City Mgr.

To Contractor:

Catch Your Dreams Consulting
1170 Cushing Circle #334
Saint Paul, MN 55108
Attn: Donte Curtis

6. Assignment or Subcontracting. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.

7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.

8. Annual Review. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.

9. Compliance with Laws and Regulations. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.

10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the “Act”), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.

12. Audit Disclosure. Under Minn. Stat. § 16C.05, subd. 5, Contractor’s books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.

13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney’s fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.

14. Insurance. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain insurance Contractor shall obtain, at Contractor's expense, as follows:

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- c. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.
- d. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- e. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor’s insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor’s Work. Such documents

evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the “Information”) shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.

16. Conflicts. No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.

17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties’ ability to enforce a subsequent breach.

18. Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.

19. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.

20. Severability. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.

21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

IN WITNESS WHEREOF, the undersigned Parties have entered into this Agreement as of the date set forth above.

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

[CONSULTANT] - Catch Your Dream Consulting
LLC

By: Donte Curtis Smith
Its: President

3 - 2 - 2023

By: _____
Its: _____

EXHIBIT A

WORK

The Contractor, Catch Your Dreams Consulting LLC, and subcontractor, Jillian Gross Fortgang, LLC, shall perform the following work at the following locations:

Attendees	Competencies	Timeline	Location
All Staff	Facilitation of one comprehensive foundational training workshops to include: a. Communication & Shared Terminology b. Government's Role c. Understanding Bias d. Microaggressions	Employees must attend one of four dates in April or May 2023	Roseville Oval
Managers, Supervisors, Department Heads	Facilitation of two training workshops to include: e. Creating a Culture of Belonging f. How to Lead a Diverse Team	Employees must attend two training dates in August and September 2023	Roseville Oval
Department Heads	Facilitation of two training workshops to include: g. Managing Conflict Through a Diversity Lens h. Courageous Conversations	Employees must attend two training dates in November and December 2023	Roseville City Hall

EXHIBIT B
COMPENSATION

The pay schedule will be:

25%/\$8750 - at the signing of the contract (March)

25%/\$8750 - Completion of Foundations (May)

25%/\$8750 - Completion of Leadership workshops (September)

25%/\$8750 - Completion of Contract/Department Workshops (December)

There will be no additional expenses eligible for reimbursement.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: March 6, 2023
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Consider Acceptance of HOME-ARP grant funds for homeless outreach and support

BACKGROUND

The Roseville Police Department (RPD) requests the Council consider acceptance of HOME-ARP funds awarded to the Roseville Police Department (RPD) for continuance of our homeless outreach efforts through our embedded housing navigator.

In 2021, the Roseville Police Department applied for and was selected as a host site for a Housing Resource Navigator through AmeriCorps. The outreach worker was embedded in the RPD Community Action Team and supported individuals and families experiencing homelessness - navigating resources to secure safe and stable housing. The navigator assessed individuals' unique needs to remove barriers to long term stable housing. The position was instrumental in helping members of the community overcome systematic inequities related to safe and stable housing. The position furthered the Roseville Police Department's mission to provide public safety services for the City of Roseville.

In 2022, the Roseville City Council approved RPD's request to apply for grant funds through Ramsey County Community Development Block Grant/ Home Investment Partnership Program (CDBG). Grant funding was approved, but RPD was alerted it would take several months for the funds to be accessible. On July 25, 2022, the Council approved making the AmeriCorps position a full-time city position and using existing budget funding to bridge the gap until the grant dollars could be expended.

Through the HOME-ARP grant, RPD was awarded a total of \$112,900 (\$92,000 for personnel costs and \$20,000 for operating costs). The personnel funds will cover the salary and benefits of the current embedded housing navigator. The operating costs will be used to help individuals and families with immediate needs related to housing instability or homelessness (e.g. food, medicine, temporary housing, and transportation, etc.).

There is no city match or requirement for the position to be extended after the end of the grant cycle (first quarter, 2024). RPD continues to explore county, state and federal grants including additional CDBG funds to help fund the position and outreach efforts beyond the current one year grant cycle. The agreement has been reviewed by the City Attorney.

POLICY OBJECTIVE

The Roseville Police Department seeks to continue and expand the services available to individuals and families experiencing homelessness or housing instability. Continuing these services advances the City's community aspiration of Secure in our diverse and quality housing and neighborhoods.

RACIAL EQUITY IMPACT SUMMARY

BIPOC communities across the country are disproportionately impacted by homelessness due to structural racism and disparities in access to health care, economic opportunities, housing, and education. Roseville is

33 not immune from these disparities. This initiative seeks to disrupt the disparities that exist by expanding
34 housing services available to those who are experiencing homelessness or housing instability.

35 **STAFF RECOMMENDATION**

36 Staff recommends Council approve entering into an agreement and accepting grant funding from Ramsey
37 County Housing and Redevelopment Authority to provide homelessness assistance. The HOME-ARP grant
38 will provide continued funding and expand services provided by the RPD embedded housing outreach
39 worker.

40 **REQUESTED COUNCIL ACTION**

41 Approve entering into an agreement and accepting grant funding from Ramsey County Housing and
42 Redevelopment Authority to provide homelessness assistance.

Prepared by: Erika Scheider, Chief of Police
Attachments: A: HOME-ARP Grant Agreement
B. Resolution

HOME-ARP GRANT AGREEMENT

BETWEEN RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY AND CITY OF ROSEVILLE

This **HOME-ARP Grant Agreement** (“Agreement”) is made and entered into this ____ day of _____, 2023, by and between Ramsey County, a political subdivision of the State of Minnesota (“Authority”), and the City of Roseville, a Minnesota municipal corporation, 2660 Civic Center Drive, Roseville, MN 55113, as the Grantee (“Grantee”).

RECITALS

1. On March 11, 2021, in response to the negative economic impacts of the COVID-19 public health emergency, the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, 135 Stat. 4) (“ARPA”) was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and
2. To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARPA funds for the HOME-ARP program (“HOME-ARP”) to be administered through the HOME Investment Partnerships Program (“HOME”) to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. HOME-ARP funds are to be used for activities that include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units (“Eligible Activities”); and
3. ARPA authorized the U.S. Department of Housing and Urban Development (“HUD”) to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60; and
4. Pursuant to ARPA and guidance provided by the Community Planning and Development Notice entitled “Requirement for the Use of Funds in the HOME-American Rescue Plan Program (“HOME-ARP Notice”), HUD waived or specified alternative requirements for the HOME-ARP program; and
5. The Authority is the recipient of a one-time HOME-ARP grant in the amount of \$2,041,729 through the Dakota County HOME Consortium (“Consortium”). The Consortium is the “participating jurisdiction” for Authority’s receipt of HOME funds, and the Consolidated Plan, required by HUD, guides the investment of entitlement HOME Funds over a five-year period.

The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through the Authority's 2022-2023 Annual Action Plan/Proposed Use of Funds; and

6. The HOME-ARP program authorizes the Authority to expend HOME-ARP Funds awarded to the Authority for Eligible Activities, including affordable housing and supportive services; and
7. Authority issued a competitive solicitation for developers and property owners to apply for HOME-ARP Funds to support projects developing long-term, deeply affordable housing units; and
8. Ramsey County has a large and documented need for affordable housing, especially for households earning less than 30% of the area median income ("AMI"), as determined by the United States Department of Housing and Urban Development ("HUD"), with adjustments for family size. According to the County's Economic Competitiveness and Inclusion ("ECI") Plan, the County has a deficit of 15,000 units affordable to those at 30% AMI or below. The lack of affordable housing supply leads to greater housing instability for residents and exacerbates the County's ongoing homelessness crisis; and
9. Projects recommended for funding in HUD's Fiscal Year 2022 are consistent with the current Consolidated Plan and the County's ECI Plan; and
10. On May 10, 2022, the Ramsey County Housing and Redevelopment Board obligated \$2,041,729 in HOME-ARP Funds towards affordable housing and supportive services by Resolution No. H2022-007; and
11. The Authority desires to have certain work or services performed by Grantee as described within this Agreement, and as authorized by Resolutions of the Authority's Board for the purpose of implementing Eligible Activities under HOME-ARP and HUD regulations; and
12. It is appropriate and mutually desirable that Grantee be designated by the Authority to undertake such Eligible Activities, so long as the requirements of HOME-ARP, HUD regulations, state law, and local law are adhered to, as provided for in this Agreement; and
13. The purpose of this Agreement is to provide for cooperation between the Authority and Grantee, as the parties in this Agreement, in implementing such Eligible Activities in the manner described in these Recitals and as provided below; and
14. The Authority and Grantee desire to enter into this Agreement based on Grantee's application, which is on file with the Authority ("Application"), by which Grantee will receive HOME-ARP funds in the amount of **\$112,900.00**; and
15. The parties are authorized and empowered to enter into this Agreement by the Laws of the State of Minnesota.

NOW THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth in this Agreement, the Authority and Grantee agree as follows:

ARTICLE 1 DEFINITIONS

The following terms when used in this Agreement will, except where the context otherwise requires, have the following meanings.

“Agreement” means this Grant Agreement, as the same may be amended from time to time pursuant to its terms.

“Grant” means the grant of HOME-ARP funds made to the Grantee pursuant to the Agreement in the aggregate principal amount up to \$112,900.00.

“HOME-ARP Regulations” means Title 24, Part 92 of the Code of Federal Regulations, as amended from time to time, that are applicable to HOME, as revised for HOME-ARP in the Appendix of the HOME-ARP Notice.

“Project” means the assistance provided by Grantee to a qualifying individual or family as described in **Exhibit A** of this Agreement, which includes the Project description and budget.

“Project Completion” means the final drawdown of HOME-ARP funds has been disbursed by Authority for the Project and all activities are completed in HUD’s Integrated Disbursement and Information System (IDIS).

ARTICLE 2 TERMS OF GRANT, USE, AND DISBURSEMENT OF HOME-ARP FUNDS

Section 2.1 Grant Amount and Grant Term. Subject to the terms and conditions set forth in this Agreement, the Authority agrees to make the funds available pursuant to the HOME-ARP Program to make the Grant to the Grantee in an aggregate principal amount up to One Hundred Twelve Thousand and Nine Hundred 00/100 Dollars (\$112,900.00) to finance the Project as further described in this Agreement. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **December 31, 2023**, unless extended in writing by Authority (“End Date”).

Section 2.2 Use of Funds. The Grantee will use proceeds of the Grant strictly for the uses identified in **Exhibit A**. Exhibit A lists the tasks to be performed with respect to the Project, together with a budget for the completion of such tasks. The Grantee will not use or permit proceeds to be used for any other purpose or in any other manner. The failure to use the HOME-ARP funds in compliance with the Use of Funds Statement set forth in Exhibit A will constitute a material failure of the terms of this Agreement.

Section 2.3 Program Income. Program income will be remitted to the Authority to be used in accordance with the requirements of HOME-ARP.

Section 2.4 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Certificate of an authorized member of Grantee with Resolution of Grantee authorizing the execution and delivery of this Agreement and any other documents described in this Agreement.
- C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit C**.

Section 2.5 Disbursement of Funds. The Authority will disburse HOMR-ARP funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Authority by the Grantee upon forms provided by the Authority. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Authority will disburse the requested amount to the Grantee within thirty-five (35) days after receipt of each Reimbursement Request. The Authority will have no obligation to disburse any of these funds if, at the time of disbursement, Grantee is in default under any of the terms of this Agreement.

Section 2.6 Unused Funds. Upon the earlier of (a) Project Completion; (b) the End Date; or (c) the termination of this Agreement, any HOME-ARP funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by the Authority, at the Authority's sole discretion.

ARTICLE 3 GRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.1 Grantee represents and warrants to the Lender that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement.
- B. The execution and delivery of and the performance by the Grantee of its obligations under this Agreement, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Grantee.
- C. The Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to the work that is the subject of this Agreement and will continue to comply throughout the terms of this Agreement. If at any time the Grantee receives notice of noncompliance from any governmental entity, the Grantee agrees to take any necessary

action to comply with the state or federal law in question.

Section 3.2 Project Site Acknowledgements. The Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the HOME-ARP funds.

Section 3.3 Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Authority. Any non-approved transfer, assignment or conveyance shall be void.

ARTICLE 4

DEFAULT AND REMEDIES; ENFORCEMENT OF AGREEMENT

Section 4.1 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- A. If Grantee makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any State, consents to the appointment of a trustee or receiver for Grantee or for its property, or is adjudged as bankrupt on an involuntary petition in bankruptcy, or takes any action for the purpose of effecting or consenting to any of this paragraph 4.01.
- B. If an order, judgment, or decree will be entered appointing, without Grantee’s consent, a trustee for Grantee, or a substantial part of its property, or approving a petition filed against Grantee seeking a reorganization, arrangement with creditors, or other similar relief under the federal bankruptcy laws, or under any other applicable law of the United States of America or any State, and such order, judgment, or decree will not be vacated or set aside or stayed within sixty (60) days from the date of entry of such order, judgment, or decree.
- C. If, without the written consent of the Authority, Grantee’s interest in the Project or this Agreement is sold, assigned, transferred, or otherwise conveyed, whether voluntary, involuntary or by operation of the law.
- D. Grantee uses any portion of the HOME-ARP funds for purposes other than specified in this Agreement.
- E. Grantee breaches or fails to comply with any of the terms, conditions, requirements, representations, warranties, or provisions contained in its Application, this Agreement, and any other Authority document.
- F. Any of the information, documentation, or representations that Grantee supplied to the Authority in its Application, this Agreement, or any other Authority document to induce the Authority to make the Grant is determined to be false, untrue, or misleading in any

material manner.

Section 4.2 Remedies. Upon the occurrence of any breach or Event of Default, the Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, the Authority may: (a) refrain from disbursing any further HOME-ARP funds; (b) demand that any amount of HOME-ARP funds already disbursed to Grantee be immediately returned to the Authority, and upon such demand, Grantee shall immediately return such proceeds to the Authority; (c) take any action provided for in law to enforce compliance by the Grantee with the terms of this Agreement; (d) terminate this Agreement by written notice; and (e) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.3 Authority's Costs of Enforcement of Agreement. If any breach or Event of Default has occurred as provided herein, then upon demand by the Authority, the Grantee shall pay or reimburse the Authority for all expenses, including all attorneys' fees and expenses incurred by the Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of the Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 PROJECT REQUIREMENTS

Section 5.1 The Project will meet all requirements of 24 CFR 92, unless specifically otherwise stated in the HOME-ARP Notice, including, without limitation, those listed in **Exhibit B** and as indicated below:

- A. Grantee must have procedures in place for collecting income eligibility information from clients so that accurate documentation and current records can be maintained. Authority will review and approve these procedures in advance of the first disbursement of HOME-ARP funds.
- B. Grantee must develop, implement, and maintain written procedures to require that all records containing personally identifying information of any individual or family who applies for and or receives HOME-ARP assistance will be kept secure and confidential.

ARTICLE 6 RECORDS AND REPORTS

Section 6.1 Records. The Grantee will maintain records sufficient to meet the requirements of 24 CFR 92.504, except as waived to the extent that they conflict with the alternative confidentiality requirements provided in the Appendix of the HOME-ARP Notice. All records and reports required in this Agreement will be retained and made accessible as provided in 24 CFR 92.508(c) and (d) as revised by the HOME-ARP Notice.

Section 6.2 Retention. All original records pertinent to this Agreement will be retained by the Grantee for five (5) years following the date of termination of this Agreement or of submission of the final close out report, whichever is later, with the following exceptions:

- A. If any litigation, claim, or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved;
- B. Records for the disposition of non-expendable personal property valued at \$1000 or more at the time of acquisition will be retained for five (5) years after final disposition;

Section 6.3 All records will be sufficient to determine compliance with the requirements and objectives of the applicable federal laws and regulations described in **Exhibit B** and all other applicable laws and regulations.

Section 6.4 Inspection and Access. The Grantee, its employees, and agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, will allow access to its records at reasonable time to the Authority, its employees and agents, and to HUD. “Reasonable” will be construed according to the circumstances, but ordinarily will mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term “agents” will include, but is not limited to, auditors retained by the Authority.

Section 6.5 Quarterly Reports. The Grantee will provide the Authority with quarterly reports utilizing forms provided by the Authority. The Grantee will comply with any additional reporting requirements contained in 24 CFR Part 92.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

Section 7.1 Insurance. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by the Grantee or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to the Authority throughout the term of this Agreement.

- A. Commercial General Liability Insurance. The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Grantee is required to add the Authority, Ramsey County, their officials, employees, volunteers, and agents as Additional Insured to the Grantee's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Grantee's acts or omissions, or the acts or omissions of those acting on Grantee's behalf in the performance of the ongoing operations, services and completed operations of the Grantee under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:
- \$ 500,000 per claim
 - \$1,000,000 per occurrence
 - \$2,000,000 general aggregate
 - \$2,000,000 products/completed operations total limit
 - \$1,500,000 personal injury and advertising liability
- B. Automobile Insurance. Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. Workers' Compensation and Employers' Liability. Workers' Compensation as required by Minnesota Statutes.
- D. Property Insurance. Grantee will secure property insurance on a replacement cost, all risk basis for both real and personal property. The policy will include business interruption and extra expense coverages. The Authority and Ramsey County will be added to the policy as lender as its interest may appear.
- E. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to the Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

- F. Nothing in this Agreement shall constitute a waiver by the Authority or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 7.2 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee agrees to hold harmless and defend Authority, its officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from the Project, including but not limited to Grantee's negligent acts, failures to act, or failures to perform its obligations under this Grant Agreement, and to pay the costs of and/or reimburse Authority, its officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection with such negligent acts or failures by Grantee. The Authority is required to promptly notify Grantee of any claim made for any such damage or loss and afford Grantee and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Grant Agreement will constitute a waiver by the Authority or the Grantee of any statutory limits or exceptions on liability.

ARTICLE 8
CONFLICT OF INTEREST

Section 8.1 Conflict of Interest Provisions. In the procurement of labor, supplies, equipment, construction, and services by the Grantee or by any subcontractor, the conflict-of-interest provisions in CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB SuperCircular) listed in **Exhibit B** will be adhered to, to the extent applicable.

Section 8.2 No Conflict. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Authority, or of any designated public agencies, or subcontractors which are receiving HOME-ARP funds or who exercise or have exercised any functions or responsibilities with respect to HOME-ARP activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

Section 8.3 Exception. Upon the written request of the Grantee, a HUD grant may be an exception to the provisions of Section 9.1 of this Agreement on a case-by-case basis, if the Authority determines that such an exception will serve to further the purpose of the HOME-ARP

Program and the effective and efficient administration of the Grantee's Project and if the Authority's auditor ("Auditor") permits such expenditure.

ARTICLE 9 FEDERAL PROGRAM REQUIREMENTS

Grantee will carry out each activity in compliance with all applicable federal laws and regulations, including but not limited to those described in **Exhibit B**.

ARTICLE 10 OTHER AUTHORITY REQUIREMENTS

Disallowed Expenditures. Grantee will return to the Authority within fifteen (15) days of demand all proceeds of the Grant expended for disallowed expenditures as determined by the Auditor in accordance with this Agreement, which disallowed expenditures are described as follows:

- A. "Bad Debts" – losses arising from un-collectable accounts and other claims, and related costs;
- B. "Contingencies" – contributions to a contingency reserve or any similar provision for unforeseen events;
- C. "Contributions or Donations" – contributions and donations;
- D. "Entertainment" – costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
- E. "Fines and Penalties" – costs, including late charges, resulting from violations of, or failure to comply with, federal, state, and local laws and regulations;
- F. "Governor's Expenses" – salaries and expenses of the Office of the Governor of a state or the chief executive of a political subdivision, municipality, or body politic and corporate;
- G. "Legislative Expenses" – salaries and other expenses of the State Legislature or similar local governmental bodies such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction;
- H. "Interest and Other Financial Costs" – interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and
- I. Any other disallowed expenditures set forth in 24 CFR 92.14 as amended from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Amendments. This Agreement represents the entire agreement between the Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. The Authority and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Authority and the Grantee.

Section 11.2 Equal Opportunity and Non-discrimination. Grantee will Comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 11.3 Conflict of Interest. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 11.4 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 11.5 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 11.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Authority:

Ramsey County Housing and Redevelopment Authority
Office of the County Manager
250 Courthouse
15 West Kellogg Blvd.

St. Paul, MN 55102

With a courtesy copy to:
Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

To Grantee:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Sarah Mahmud

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 11.7 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Authority represent and warrant on the Grantee's and the Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Authority's behalf, respectively and that this Agreement constitutes the Grantee's and the Authority's valid, binding and enforceable agreements.

Section 11.8 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 11.10 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 11.11 Final Report. The Grantee agrees to provide the Authority a final report, on such form as provided by the Authority, prior to the Project Completion.

Section 11.12 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 11.13 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded the Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the HOME-ARP funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.
- D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the Parties or as constituting the Grantee as the employee of the Authority for any purpose or in any manner whatsoever. The Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of the Authority.

Section 11.14 HUD Approval; Termination for Discontinues or Disallowed Funding. It is expressly understood between the parties that this Agreement is contingent upon the approval of HUD and its authorization of grant monies to the Authority for the purpose of this Agreement. If HUD discontinues or disallows funding to the Authority for the purpose of this Agreement, the Authority may terminate or suspend this Agreement. The Authority must provide notice to the Grantee as provided in Section 12.06 of this Agreement. The Grantee will be entitled to payment for Eligible Activities incurred prior to the date of the notice for termination based on discontinued or disallowed funding by HUD.

[Signature pages follow]

GRANTEE'S SIGNATURE PAGE FOR
HOME-ARP AGREEMENT

CITY OF ROSEVILLE,
a municipal corporation

By: _____
Dan Roe, Mayor

Date: _____

By: _____
Patrick Trudgeon, City Manager

Date: _____

AUTHORITY'S SIGNATURE PAGE FOR
HOME-ARP AGREEMENT

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____

Ryan T. O'Connor
Ramsey County Manager

Date: _____

Recommended for Approval:

Community and Economic Development Department

Approved as to form:

Amy K. L. Schmidt
Assistant County Attorney

This Agreement drafted by:
Ramsey County Attorney's Office
121 7th Place East, Suite 4500
St. Paul, MN 55101

EXHIBIT A
Project Description and Budget

Project:

The Roseville Police Department's public service project includes personnel costs associated with hiring a Housing Navigator and operating supplies such as food consumables, hygiene products, and vouchers for temporary housing stays to support program participants/clients. The Housing Navigator will serve within the Roseville Police Community Action Team (CAT) to create and utilize partnerships and collaborations to further expand housing instability services offered to the community.

Expiration Date / Deadline for Use of HOME-ARP Funds:

The HOME-ARP Funds committed pursuant to this Agreement must be expended for allowable costs of the Project by December 31, 2023, unless extended in writing by Authority. Failure to use the funds by that date will result in the funds reverting to the Authority for reallocation.

Use of HOME-ARP Funds

As described in Article 2 of this Agreement, the HOME-ARP Funds will be used to hire a Housing Navigator and operating supplies and will be expended as follows:

Personnel Costs: \$92,900
Operating Costs: \$20,000

Targeted Population; People Served

The Project will support individuals and families experiencing homelessness in the Roseville community, all of whom may be presumed to meet applicable HUD income guidelines. Activities will meet one of HUD's national objectives, benefiting limited clientele (LMC) as planned activities will exclusively be created to serve persons experiencing homelessness.

Project Schedule

Ramsey County Authority Board approves award and authorizes the execution of related documents	May 10, 2022
HOME-ARP Agreement Fully Executed	March 2023
Quarterly Reporting Begins	March 2023 or when first billing begins.
All reporting complete	December 31, 2023

Scope of Work

Hiring of a Housing Navigator and provide operating costs

Person Authorized to submit Reimbursement Requests and Monitoring Reports

>Identify the person that will be submitting requests for funds

EXHIBIT B
HOME-ARP Regulations and Other Federal Requirements

The following list contains the public laws, executive orders, and other federal requirements which may be applicable to activities funded in whole or in part with HOME-ARP.

Requirements/Regulations	Legal Authority
HOME Investment Partnerships Program and other program requirements, as revised for HOME-ARP in the Appendix of the HOME-ARP Notice	24 CFR Part 92
Public Records	City, County, State requirements
Uniform Administrative Requirements	2 CFR Part 200
	24 CFR 92.505 as revised in the Appendix of the HOME-ARP Notice
Audit Requirements	2 CFR Part 200, Subpart F
	24 CFR 92.506
Non-Discrimination in Federally Assisted Programs	Title VI of the Civil Rights Act of 1964 (24 CFR Part 1) 24 CFR 92.350 and 24 CFR 92.351
	Title 41 Public Contracts and Property Management
Discriminatory Conduct Under the Fair Housing Act	Title VI of the Civil Rights Act of 1968, as amended "Fair Housing Act" 42 USC 3601
	24 CFR Part 100
Equal Opportunity in Housing	Executive Order 11063
	24 CFR Part 107
Equal Participation of Faith-Based Organizations	Executive Order 13279, as amended by Executive Order 13559
Non-Discrimination Based on Age or Handicap	Subtitle A, Title II, American with Disabilities Act of 1990, Parts 35 & 36
	Age Discrimination Act of 1975, as amended (24 CFR Part 146)
	Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8)
Employment and Contracting Opportunities	Section 3 of the Housing and Urban Development Act of 1968 (24 CFR Part 75)

Minority/Women's Business Enterprise	Executive Orders 11625; and 12138
	24 CFR Part 85, Subpart C, Section 36(e)
Lead Based Paint Poisoning Prevention	The Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR Part 35, subparts A, B, J, K, M, and R
Violence Against Women Act	24 CFR 5.2005(e) (VAWA) 24 CFR 92.359
Property Standards	24 CFR 92.251
Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction	HUD 4010 Federal Labor Standards Provisions
	Davis Bacon Act; 29 CFR Parts 1, 3, 5, 6 and 7
	Copeland Anti-Kickback Act
	Contract Hours and Safety Standards Act (CWHSSA), 24 CFR 92.354 Relating to Construction Contracts
	General Provisions; 24 CFR part 135, Volume 1
	Relating to the Use of Volunteers; 24 CFR Part 70
	Relating to Down Payment Assistance; 24 CFR 92.354(a)(2)
	HOME; National Affordable Housing Act of 1990 (NAHA) Section 286
	Use of Disbarred, Suspended or Ineligible Contractors or Subrecipients; 24 CFR Part 24; 29 CFR 5.12(a)(1)
	Wage Determinations
New Restrictions in Lobbying	24 CFR Part 87
Displacement, Relocation Assistance and Real Property Acquisition	49 CFR Part 24
	24 CFR Part 42
	24 CFR 92.353
National Flood Insurance	Flood Disaster Protection Act of 1973 (42 USC 4001)
Environmental Review	24 CFR Part 58 24 CFR 92.352 and 24 CFR 92.354
	National Environmental Policy Act (NEPA) of 1969
Affirmative Marketing	24 CFR 92.351

EXHIBIT C
CERTIFICATION REGARDING DEBARMENT, SUSPENSION,
INELIGIBILITY AND VOLUNTARY EXCLUSION -
LOWER TIER COVERED TRANSACTIONS

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the City of Roseville ("Grantee"), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it ("Agreement") between the Ramsey County Housing and Redevelopment Authority ("Authority") and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

CITY OF ROSEVILLE

By: _____
Its: _____

**EXTRACT OF MINUTES OF MEETING
OF THE
CITY COUNCIL OF THE CITY OF ROSEVILLE**

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the ____ day of _____ 2023, at 6:00 p.m.

The following members were present: _____, _____, _____, _____, and Mayor _____.
and the following were absent: _____.

Member _____ introduced the following resolution and moved its adoption:

Resolution No. XXX

**RESOLUTION APPROVING RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY GRANT AGREEMENT WITH THE CITY OF
ROSEVILLE ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE
HOME-ARP PROGRAM**

WHEREAS, the City of Roseville on behalf of its Police Department desires to enter into an Agreement with Ramsey County Housing and Redevelopment Authority to utilize funds appropriated by Congress in ARPA for the HOME-ARP program administered through the HOME Investment Partnerships Program to address the need for homelessness assistance and supportive services in the City of Roseville, Ramsey County, Minnesota.

NOW, THEREFORE, BE IT RESOLVED by the City Council of Roseville, Minnesota as follows:

1. That the HOME-ARP Grant Agreement by and between Ramsey County acting through its Housing and Redevelopment Authority and the City of Roseville on behalf of its Police Department, are hereby approved. A Copy of the Grant Agreement is attached to this Resolution and made a part of it.
2. That the Chief of Police, Erika Scheider, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the Ramsey County Housing and Redevelopment Authority.
3. That Dan Roe, the Mayor for the City of Roseville, and Pat Trudgeon, the City Manager, are authorized to sign the HOME-ARP grant agreement.

The motion for the adoption of the foregoing resolution was duly seconded by Member _____, and upon a vote being taken thereon, the following voted in favor thereof: _____, _____, _____, _____, and Mayor _____.

and the following voted against the same: _____.

WHEREUPON said resolution was declared duly passed and adopted.

WITNESS MY HAND officially as such Manager this day of , 2023.

Patrick J. Trudgeon, City Manager