

|                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>Mayor:</b><br/>Dan Roe</p> <p><b>Councilmembers:</b><br/>Jason Etten<br/>Wayne Groff<br/>Robin Schroeder<br/>Julie Strahan</p> | <div data-bbox="548 184 945 296" data-label="Image"> </div> <p style="text-align: center;"><b>City Council Agenda</b><br/><b>Monday, July 10, 2023</b><br/><b>6:00 p.m.</b></p> <p>Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at:<br/><a href="http://www.cityofroseville.com/attendmeeting">www.cityofroseville.com/attendmeeting</a></p> | <p><b>Address:</b><br/>2660 Civic Center Dr.<br/>Roseville, MN 55113</p> <p><b>Phone:</b><br/>651-792-7000</p> <p><b>Website:</b><br/><a href="http://www.cityofroseville.com">www.cityofroseville.com</a></p> |
|--------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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. 7:10 P.M. Consider a Resolution providing preliminary approval of a Major Plat of an existing parcel as ten lots for single-family attached homes (twinhomes)  
  
Documents:  
  
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
  - 7.B. 7:30 P.M. Review and Discuss Pending Future Agenda Items  
  
Documents:  
  
[REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF](#)
8. Council Direction on Councilmember Initiated Agenda Items
9. 7:50 P.M. Approval of City Council Minutes  
Approve Minutes from June 20, 2023 City Council Meeting
10. 7:55 P.M. Approve Consent Agenda

10.A. Approve Payments

Documents:

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

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

Documents:

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

10.C. Approve Resolution Awarding Contract for 2023 Drainage Improvement Project

Documents:

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

10.D. Approve Resolution Requesting Conveyance of a Tax Forfeit Parcel, Farrington Estates Outlot A, from Ramsey County

Documents:

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

10.E. Adopt an Ordinance Approving a Zoning Code Text Amendment to §1001.10, Definitions, and the Table of Allowed Uses (1007-2) of the Institutional District, and Adopt a Resolution Approving a Conditional Use, all in support of an Environmental Service Center for Ramsey County Property Management and the property located at 1725 Kent Street (PF23-005).

Documents:

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

10.F. Approve the renewal of a short term rental license for 1885 Shady Beach Avenue

Documents:

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

10.G. Approve the renewal of a short term rental license for 257 South McCarrons Blvd W

Documents:

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

10.H. Approve 1415 County Road B West Project Agreement and Pathway Easement Agreement



Documents:

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

11. 8:00 P.M. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager

Documents:

[PRESENTATION.PDF](#)

12. 8:10 P.M. Adjourn

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 7.b

Department Approval  
*Janice Gundlach*

City Manager Approval  
*Araceli*

Item Description: Consider a Resolution providing preliminary approval of a Major Plat of an existing parcel as ten lots for single-family attached homes (twinhomes) (PF23-002)

**BACKGROUND**

Applicant: Sophies, LLC  
Location: 2560 Fry Street  
Property Owner: Sophies, LLC

Community Engagement: February 28, 2023

Application Submittal: Received and considered complete 4/7/2023

City Action Deadline: 8/5/2023, per Minn. Stat. 462.358 subd. 3b

**General Site Information**

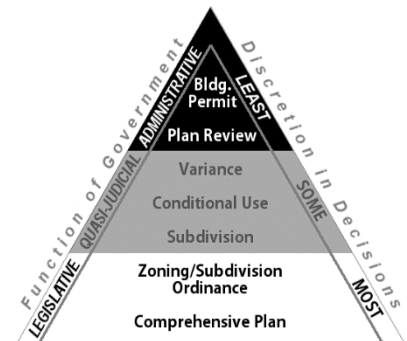
Land Use Context

|       | Existing Land Use                | Guiding | Zoning |
|-------|----------------------------------|---------|--------|
| Site  | Vacant/former Press Gym          | MR      | MDR    |
| North | Rosebrook Park                   | PR      | POS    |
| West  | One-family residential, detached | LR      | LDR    |
| East  | Assisted Living                  | HR      | HDR    |
| South | Assisted Living                  | HR      | HDR    |

Notable Natural Features: none

Land Use History: none

**Level of City Discretion in Decision-Making:** quasi-judicial



## **Proposal Summary**

The proposed subdivision creates lots to facilitate individual ownership of ten twin home dwellings. Plans and other information detailing the proposed preliminary plat are included with this RCA as Attachment 3.

When exercising the “quasi-judicial” authority on subdivision requests, the role of the City is to determine the facts associated with a particular proposal and apply those facts to the legal standards contained in the ordinance and relevant state law. In general, if the facts indicate the application meets the relevant legal standards and will not compromise the public health, safety, and general welfare, then the applicant is likely entitled to the approval. The City is, however, able to add conditions to subdivision approvals to ensure that potential impacts to parks, schools, roads, storm sewers, and other public infrastructure on and around the subject property are adequately addressed. Subdivisions may also be modified to promote the public health, safety, and general welfare, and to provide for the orderly, economic, and safe development of land, and to promote housing affordability for all levels.

## **Plat Analysis**

Roseville’s Development Review Committee (DRC) met on several occasions to review the proposed subdivision plans. Some of the comments and feedback based on the DRC’s review of the application are included in the analysis below, and the full comments offered by DRC members are included with this RCA as Attachment 4.

### Proposed Lots

A site developed with twin home dwellings such as those in the Danny Boy Estates plat is required to comprise at least 3,600 square feet per dwelling unit. The individual areas of the smallest of the proposed lots is 3,773 square feet, which exceeds the minimum required area. Although building setbacks are not specifically reviewed and approved as part of a plat application, the buildings represented in the development plans do appear to conform to the minimum setbacks of the MDR district.

### Right-of-Way and Easements

Roseville’s City Engineer has indicated the proposed drainage and utility easements as shown on the proposed plat meet the requirements of the City.

### Proposed Shared Driveway

While the specific details of the shared driveway are not the subject of the review and approval of the proposed plat, the DRC has the following feedback on the details presented in the preliminary plans.

- The City Engineer has indicated that the shared driveway must be at least five feet from the western boundary of the subject property.
- Roseville’s Fire Chief has noted the dwellings will likely need to be sprinkled since the shared driveway does not include a turn-around suitable for fire apparatus.

### Park Dedication

The Parks and Recreation Commission (PRC) reviewed the proposal at its May 2 meeting and recommended a dedication of cash in lieu of park land. At the current rate of \$4,250 per dwelling unit, the net increase of nine residential lots in the proposed ten-unit development will require \$38,250 to be paid before the City will release the signed plat to be recorded at Ramsey County. The full comments from Parks and Recreation Department staff, along with an excerpt of the May 2 PRC meeting minutes, is included with this RCA as part of Attachment 4.

### Storm Water Management

The grading and storm water management plan illustrated in Attachment 3 addresses the proposed development on the lots as required. The City Engineer has noted the plans can be made to meet the City's requirements and, since the storm water BMPs are to be private, a public improvement contract will be necessary to ensure their proper ongoing maintenance.

### Tree Preservation

The tree preservation and replacement plan requirements in City Code §1011.04 provide a way to quantify the amount of tree material being removed for a given project and to calculate the potential tree replacement obligation. A few trees were removed as part of grading done last fall (to fill the hole left from demolition of the previous structure several years ago), and the preliminary calculation of a replacement obligation based on these removals and the proposed development illustrated in Attachment 3 would not elicit replacement trees.

### **Public Comment**

Plat applications creating four or more lots require the developer to hold an “open house meeting” to engage nearby community members, answer their questions, and address their concerns. While the applicant’s scheduled in-person meeting was delayed because of a snow storm, they did still hold a meeting and made themselves available for people to engage with them by email and by phone over several days. People’s concerns appear to be largely centered on issues of traffic and on-street parking. In response to these concerns, City policy does not require a traffic study for the proposed plat and minimum parking requirements established under the Zoning Code do not trigger designated off-street parking spaces beyond what an attached garage and driveway provide. A summary of the engagement is a required component of this plat application, and it is included with this RPCA as Attachment 5.

A public hearing for the preliminary plat proposal was held by the Planning Commission on June 7, 2023. The one person who spoke was generally supportive of the proposal, but echoed the parking concerns raised by others. The Planning Commission voted 5-1 to recommend approval of the request consistent with the conditions recommended by staff. Commissioner McGehee opposed the request, citing concerns with the proposal’s proximity to Rosebrook Park, existing parking issues at the park and a feeling the proposed development would add to traffic concerns in the area, and her preference that the subject property be purchased for parkland. Draft minutes of the public hearing are included as part of Attachment 5.

### **POLICY OBJECTIVES**

- Establish public-private partnerships to ensure life-cycle housing throughout that City attracts and retains a diverse mix of people, family types, economic statuses, ages, and so on.
- Explore opportunities to encourage smaller housing units, “non-traditional” housing development (which could include culturally-appropriate housing to reflect the population demographics of the City), and opportunities to address the lack of housing in the “missing middle” styles.

### **BUDGET IMPLICATIONS**

Acquisition of park dedication funds. Refer to DRC comments in Attachment 4.

### **STAFF RECOMMENDATION**

**Adopt a resolution approving the proposed Danny Boy Estates preliminary plat** based on the content of this RCA, public input, the recommendation and findings of the Planning Commission, and City Council deliberation, with the following conditions.

- 86 1. Pursuant to the memo from Public Works Department staff in Attachment 4 of this RCA, the  
87 applicant shall create a homeowners association for maintenance of the shared driveway and storm  
88 water BMPs, and shall enter into an agreement pertaining to the public water and sanitary sewer  
89 improvements in the site.
- 90 2. Pursuant to the comments from Parks and Recreation Department staff in Attachment 4 of this  
91 RPCA, the applicant shall submit payment of the \$38,250 park dedication fee before the City will  
92 release the signed mylars for recording at Ramsey County.

93 **REQUESTED COUNCIL ACTION**

94 **Adopt a resolution approving the proposed Danny Boy Estates preliminary plat** based on the  
95 content of this RCA, public input, the recommendation and findings of the Planning Commission, and  
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103 release the signed mylars for recording at Ramsey County.

104 **ALTERNATIVE ACTIONS**

- 105 **A. Pass a motion to table the request for future action.** An action to table consideration the request  
106 must be based on the need for additional information or further analysis to make a decision. Tabling  
107 beyond July 24, 2023, may require an extension of the action deadline mandated in Minnesota  
108 Statute to avoid statutory approval.
- 109 **B. Adopt a resolution to deny the request.** A denial should be supported by specific findings of fact  
110 based on the City Council's review of the application, applicable zoning or subdivision regulations,  
111 and the public record.

112 Prepared by Senior Planner Bryan Lloyd

- Attachments:
- |                   |                                                                                           |
|-------------------|-------------------------------------------------------------------------------------------|
| 1. Area map       | 4. Comments from DRC                                                                      |
| 2. Aerial photo   | 5. Draft 6/7/2023 Planning Commission minutes,<br>public comment, and open house feedback |
| 3. Proposed plans | 6. Draft resolution                                                                       |

# Attachment 1: Planning File 23-002



Prepared by:  
Community Development Department  
Printed: May 30, 2023



## Data Sources

\* Ramsey County GIS Base Map [5/4/2023]  
For further information regarding the contents of this map contact:  
City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

## Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 50 100 150 Feet





## Attachment 2: Planning File 23-002



Prepared by:  
Community Development Department  
Printed: May 30, 2023

#### Data Sources

\* Ramsey County GIS Base Map (5/4/2023)  
\* Aerial Data: EagleView (4/2022)  
For further information regarding the contents of this map contact:  
City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

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0 50 100 Feet



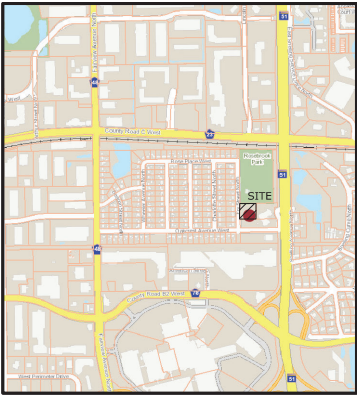


PRELIMINARY PLAT

~for~ O'MEARA CUSTOM HOMES  
~of~ DANNY BOY ESTATES  
2560 FRY STREET  
ROSEVILLE, MN

VICINITY MAP

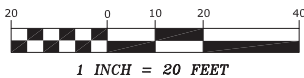
PART OF SEC. 9, TWP. 29, RNG. 23



RAMSEY COUNTY, MINNESOTA  
(NO SCALE)

NORTH

GRAPHIC SCALE



DEVELOPMENT DATA

TOTAL AREA: = 1.33 ± ACRES  
PROPOSED NUMBER OF LOTS = 10 LOTS  
PROPOSED NUMBER OF OUTLOTS = 1 OUTLOT  
RIGHT-OF-WAY DEDICATION = 0.16 ± ACRES  
DENISTY = 7.52 LOTS/ACRE

EXISTING ZONING

MDR - MEDIUM DENSITY RESIDENTIAL

PROPOSED SETBACKS

INTERIOR FRONT = 15 FEET  
SIDE STREET = 10 FEET  
SIDE YARD = 5 FEET  
REAR YARD = 30 FEET

EXISTING PROPERTY DESCRIPTION

[DESCRIPTION PER RAMSEY COUNTY CERTIFICATE OF TITLE NO. 643450.]

That part of the West 260.5 feet of the East 655.5 feet of the Northeast Quarter of the Northeast Quarter of Section 9, Township 29, Range 23, lying South of the North 767 feet thereof and North of the South 335 feet thereof.

NOTES

- Field survey for the boundary was completed by E.G. Rud and Sons, Inc. on 09/16/2022.
- The topography shown was provided by the client and was prepared by Cornerstone Land Surveying, Inc. dated 04/20/2021.
- Project grading has commenced since the boundary and topo survey were performed. Said topography has not been updated to reflect the changes.
- Bearings shown are on Ramsey County Coordinate System.
- Parcel ID Number: 09-29-23-11-0004.
- This survey was prepared without the benefit of title work. Additional easements, restrictions and/or encumbrances may exist other than those shown hereon. Survey subject to revision upon receipt of a current title commitment or an attorney's title opinion.
- No recording information was provided for the drainage and utility easement shown per the Sketch and Description prepared by E.G. Rud & Sons, Inc. dated 9/21/2022. If the easement has not been recorded, a drainage and utility easement will be dedicated on the plat covering that area depicted.
- Site plan information per Plowe Engineering.

LEGEND

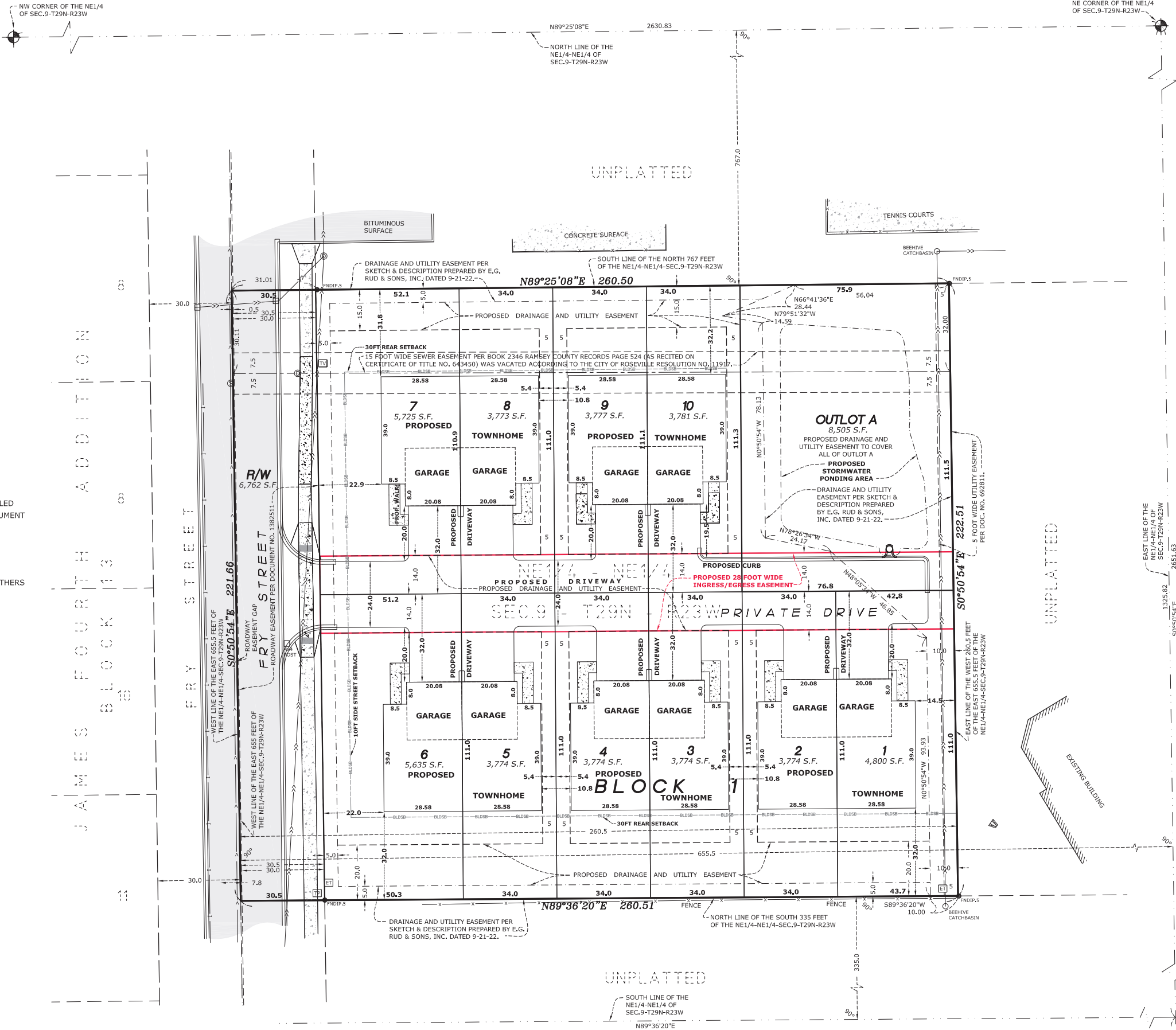
- DENOTES IRON MONUMENT FOUND AS LABELED
- DENOTES RAMSEY COUNTY CAST IRON MONUMENT
- DENOTES CABLE TV PEDESTAL
- DENOTES CATCH BASIN
- DENOTES ELECTRIC TRANSFORMER
- DENOTES FLARED END SECTION
- DENOTES TELEPHONE PEDESTAL
- DENOTES EXISTING SPOT ELEVATION PER OTHERS
- DENOTES SANITARY SEWER MANHOLE
- DENOTES STORM SEWER MANHOLE
- DENOTES EXISTING CONTOURS
- DENOTES EXISTING SANITARY SEWER
- DENOTES EXISTING STORM SEWER
- DENOTES EXISTING WATER MAIN
- DENOTES BITUMINOUS SURFACE

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Registered Land Surveyor under the laws of the State of Minnesota.

*James E. Napier*  
JAMES E. NAPIER

Date: 04-06-2023 License No. 25343

|               |                   |                |
|---------------|-------------------|----------------|
| DRAWN BY: JEN | JOB NO: 221019MS  | DATE: 04/06/23 |
| CHECK BY: JEN | FIELD CREW: DT-CT |                |
| 1             |                   |                |
| 2             |                   |                |
| 3             |                   |                |
| NO.           | DATE              | DESCRIPTION    |
| BY            |                   |                |



**E. G. RUD & SONS, INC.**  
EST. 1977  
Professional Land Surveyors  
6776 Lake Drive NE, Suite 110  
Lino Lakes, MN 55014  
Tel. (651) 361-8200 Fax (651) 361-8701



DANNY BOY ESTATES

TITLE SHEET, LEGEND, EXISTING CONDITIONS & REMOVAL PLAN

ROSEVILLE, MINNESOTA

LEGEND \*

Legend symbols for utilities, structures, and terrain. Includes: OHW, TEL, CBL, EXISTING TELEPHONE PEDESTAL, EXISTING ELECTRICAL PEDESTAL, EXISTING CABLE PEDESTAL, EXISTING UTILITY POLE, EXISTING LIGHT POLE, EXISTING STORM SEWER, EXISTING WATER MAIN, EXISTING SANITARY SEWER, EXISTING FORCEMAIN, EXISTING STORM MANHOLE, EXISTING CATCH BASIN, EXISTING FLARED-END SECTION, EXISTING GATE VALVE, EXISTING HYDRANT, EXISTING WELL, EXISTING SANITARY SEWER MANHOLE, EXISTING CONTOUR, EXISTING SPOT ELEVATION, EXISTING SPOT ELEVATION (MATCH INTO ELEVATION), EXISTING BITUMINOUS, EXISTING TREES, EXISTING TREE TO BE REMOVED, SURFACE DRAINAGE DIRECTION, EXISTING FENCE, EXISTING RETAINING WALL, EXISTING WETLAND, PROPOSED WATER PIPE, PROPOSED SANITARY SEWER PIPE, PROPOSED STORM SEWER PIPE, PROPOSED DRAIN TILE AND CLEAN-OUT, ELEC, PROPOSED ELECTRIC SERVICE \*, GAS, PROPOSED GAS SERVICE \*, TEL, PROPOSED TELEPHONE SERVICE \*, PROPOSED STORM MANHOLE, PROPOSED CATCH BASIN, PROPOSED FLARED-END SECTION, PROPOSED GATE VALVE, PROPOSED HYDRANT, PROPOSED SANITARY SEWER MANHOLE, PROPOSED CONTOUR, PROPOSED SPOT ELEVATION (GUTTERLINE, BITUMINOUS SURFACE, OR GROUND SURFACE UNLESS OTHERWISE INDICATED), PROPOSED SILT FENCE, PROPOSED DIRECTION OF DRAINAGE, PROPOSED BITUMINOUS, PROPOSED FILTRATION MEDIA, PROPOSED INLET PROTECTION, PROPOSED HEAVY-DUTY PAVEMENT, PROPOSED ENKAMAT, PROPOSED RETAINING WALL, BITUMINOUS PAVEMENT REMOVAL, CONCRETE SIDEWALK REMOVAL, PROPOSED CONCRETE SIDEWALK, EXISTING TREE TO BE SAVED/PRESERVED, EXISTING TREE TO BE REMOVED.

\* NOT ALL SYMBOLS ARE APPLICABLE.

GENERAL NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.

CALL "811" FOR EXISTING UTILITIES LOCATIONS PRIOR TO ANY EXCAVATIONS.

THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER, STORM SEWER, AND WATER MAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.

INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS AND DETAIL PLATES.

ALL UTILITIES THAT WILL BE OWNED AND MAINTAINED BY THE CITY AFTER CONSTRUCTION SHALL BE BUILT TO CITY STANDARDS.

THE CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.

THE CONTRACTOR SHALL OBTAIN A RIGHT-OF-WAY PERMIT FROM THE CITY PRIOR TO ANY WORK.

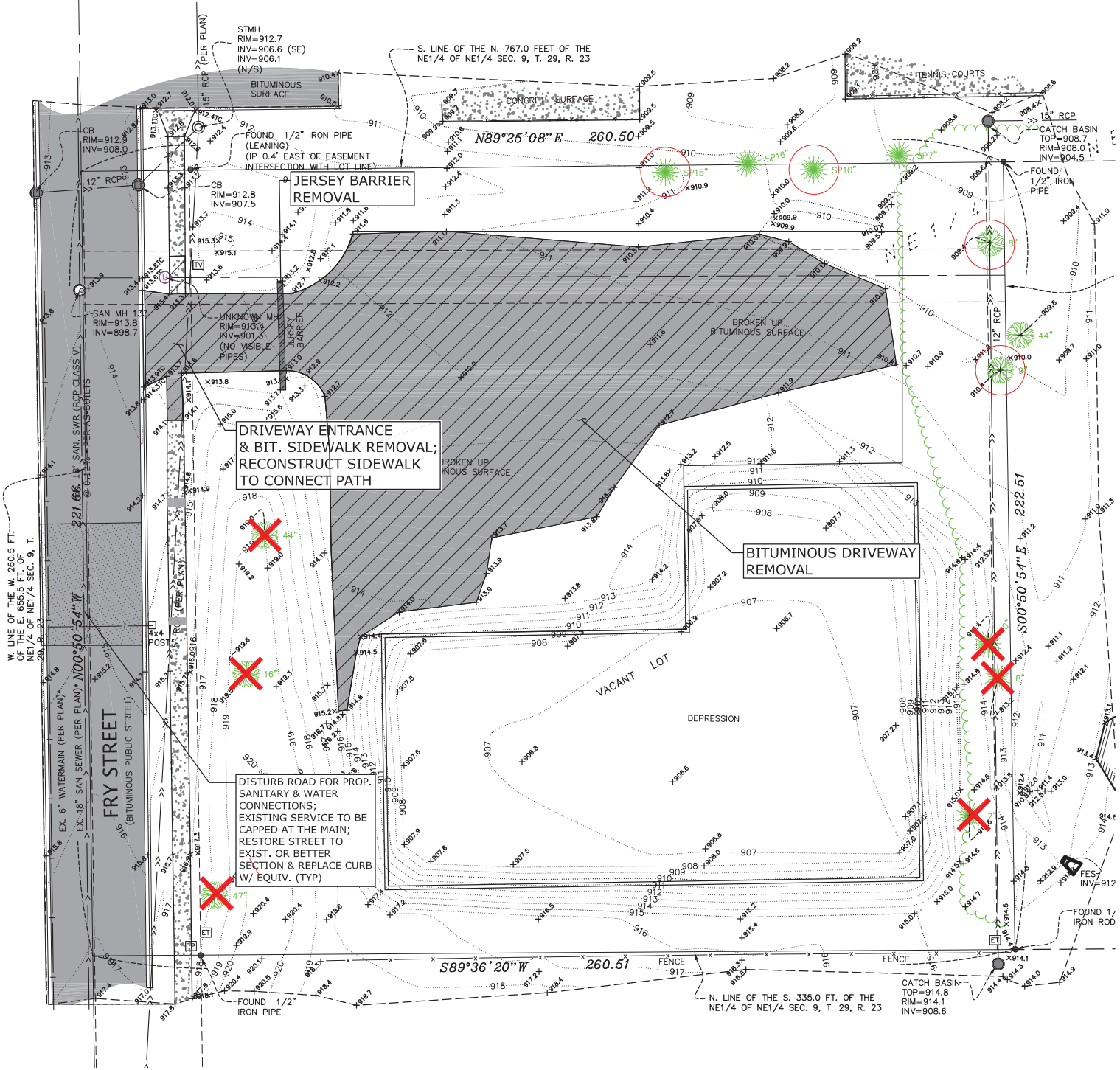
STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

NOTIFY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

ALL ELECTRIC, TELEPHONE, AND GAS EXTENSIONS INCLUDING SERVICE LINES SHALL BE CONSTRUCTED TO THE APPROPRIATE UTILITY COMPANY SPECIFICATIONS. ALL UTILITY DISCONNECTIONS SHALL BE COORDINATED WITH THE APPROPRIATE UTILITY COMPANY.



below.  
Call before you dig.



| Class       | Trees/Class |        | Total<br>Mod DBH | Allowed Removal |            | Remove/Class |        | DBH<br>Remove | Net<br>Preserve | Incentive<br>Multiplier | DBH Inch<br>Surplus |
|-------------|-------------|--------|------------------|-----------------|------------|--------------|--------|---------------|-----------------|-------------------------|---------------------|
|             | Conif.      | Decid. |                  | Percent         | DBH Inches | Conif.       | Decid. |               |                 |                         |                     |
| Heritage    | 0           | 0      | 0                | 15%             | 0          | 0            | 0      | 0             | 0               | 2                       | 0                   |
| Significant | 0           | 1      | 15               | 35%             | 5          | 0            | 0      | 0             | 5               | 1                       | 5                   |
| Common      | 0           | 6      | 52               | 35%             | 18         | 0            | 3      | 25            | -7              | 0.5                     | -3.5                |
| Exempt      | 0           | 3      | 107              | 100%            | 107        | 0            | 3      | 107           | 0               | 0                       | 0                   |
| Total       | 10          |        | 174              | n/a             | 130        | 6            |        | 132           | -2              | n/a                     | 2                   |

Calculation by Planning Division staff.

No replacement required.

RPCA Attachment 3

|                |              |
|----------------|--------------|
| DESIGN BY:     | C.W.P.       |
| PROJ. NO.      | 21-1997      |
| CHKD BY:       | M.Q.A.       |
| ORIGINAL DATE: | MAY 16, 2022 |

| DATE     | REVISION DESCRIPTION   |
|----------|------------------------|
| 08/16/22 | REVISED REMOVAL LIMITS |
| 04/06/23 | ADDED TREE REMOVAL     |

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Charles W. Plowe*  
CHARLES W. PLOWE  
DATE: 04.06.2023 LIC. NO. 18227

DANNY BOY ESTATES  
ROSEVILLE, MINNESOTA

TITLE SHEET, LEGEND, EXISTING CONDITIONS & REMOVAL PLAN

PREPARED FOR:  
O'MEARA

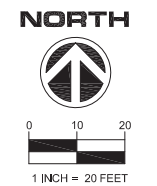


SITE PLANNING  
& ENGINEERING

**PLOWE  
ENGINEERING, INC.**

6776 LAKE DRIVE  
SUITE 110  
LINO LAKES, MN 55014

PHONE: (651) 361-8210  
FAX: (651) 361-8701



CO

TITLE SHEET, LEGEND, EXISTING CONDITIONS & REMOVAL PLAN  
2560 FRY STREET



| DATE     | REVISION DESCRIPTION               |
|----------|------------------------------------|
| 08/16/22 | ADDRESS CITY COMMENTS              |
| 02/13/23 | ADDED FILTRATION MEDIA HATCH       |
| 04/06/23 | REVISED GRADES FOR NEW SITE LAYOUT |

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

*Charles W. Plowe*  
CHARLES W. PLOWE  
DATE: 04.06.2023 LIC. NO. 18227

DANNY BOY ESTATES  
ROSEVILLE, MINNESOTA  
GRADING, DRAINAGE, AND EROSION CONTROL PLAN  
PREPARED FOR: O'MEARA

SITE PLANNING & ENGINEERING  
**PLOWE ENGINEERING, INC.**  
6776 LAKE DRIVE  
SUITE 110  
LINO LAKES, MN 55014  
PHONE: (651) 361-8210  
FAX: (651) 361-8701

**NORTH**  
0 10 20  
1 INCH = 20 FEET

**C2**

## SITE SEQUENCING

- PRIOR TO ANY GRADING OPERATIONS, THE CONTRACTOR SHALL INSTALL ROCK CONSTRUCTION ENTRANCE (LOCATIONS TO BE DETERMINED - COORDINATE WITH OWNER) AND PERIMETER SILT FENCE AS SHOWN ON PLAN. (CONTACT CITY TO INSPECT EROSION CONTROL MEASURES PRIOR TO GRADING OPERATIONS, IF NECESSARY.) ADDITIONAL SILT FENCE MAY BE NECESSARY IF LOCAL CONDITIONS REQUIRE.
- THE CONTRACTOR SHALL PROVIDE ALL SOD, SEED, MULCH AND FERTILIZER WHICH SHALL CONFORM WITH THE FOLLOWING MNDOT SPECIFICATIONS AS MODIFIED BELOW.

| ITEM                                                                                                  | MNDOT SPECIFICATION/NOTES                                                                                                                                                   |
|-------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| SOD                                                                                                   | 3878                                                                                                                                                                        |
| SEED **                                                                                               | 3876                                                                                                                                                                        |
| * FOR TURF ESTABLISHMENT<br>RESIDENTIAL TURF                                                          | MNDOT MIX 25-131 (120 LBS/ACRE)                                                                                                                                             |
| TEMPORARY<br>FALL COVER<br>SPRING/SUMMER<br>SOIL-BUILDING COVER<br>1-2 YEARS COVER<br>2-5 YEARS COVER | MNDOT MIX 21-112 (100 LBS/ACRE)<br>MNDOT MIX 21-111 (100 LBS/ACRE)<br>MNDOT MIX 21-113 (110 LBS/ACRE)<br>MNDOT MIX 22-111 (30.5 LBS/ACRE)<br>MNDOT MIX 22-112 (40 LBS/ACRE) |
| MULCH                                                                                                 | 3882 (TYPE 1 - DISC ANCHORED)                                                                                                                                               |
| FERTILIZER                                                                                            | 3881                                                                                                                                                                        |

- \* MOW A MINIMUM OF ONCE PER 2 WEEKS
- \*\* SEEDED AREAS SHALL BE EITHER MULCHED OR COVERED BY FIBROUS BLANKETS TO PROTECT SEEDS AND LIMIT EROSION.

- ALL EXPOSED SOILS MUST HAVE TEMPORARY EROSION CONTROL PROTECTION OR PERMANENT COVER WITHIN FOURTEEN (14) DAYS.
- THE CONTRACTOR SHALL PAY SPECIAL ATTENTION TO ALL ADJACENT PROPERTY LINES AND MAKE SURE THE EROSION CONTROL PRACTICES IN PLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.
- THE CONTRACTOR SHALL MAINTAIN SILT FENCE, INCLUDING THE REMOVAL OF ACCUMULATED SEDIMENT, THROUGH COMPLETION OF CONSTRUCTION. SILT FENCE TO BE REMOVED ONLY AFTER COMPLETION OF CONSTRUCTION AND UPON ESTABLISHMENT OF VEGETATION.
- PROTECT ALL STORM WATER MANAGEMENT FACILITIES FROM CONSTRUCTION RUN-OFF. CONTRACTOR TO INSTALL AND CONSTRUCT SAID FACILITIES ONCE SITE HAS BEEN STABILIZED.
- IF ANY SLOPES APPEAR TO BE FAILING, THE CONTRACTOR SHALL PROVIDE ADDITIONAL SILT FENCE, BIOROLLS AND EROSION CONTROL BLANKET AS NEEDED.
- THE CONTRACTOR SHALL FINAL GRADE SWALE AREAS UPON STABILIZATION OF UPSTREAM AREAS.
- THE CONTRACTOR SHALL SOD ALL DISTURBED DRAINAGE AREAS, INCLUDING SWALES & OVERFLOWS.
- UPON GRADING COMPLETION THE CONTRACTOR SHALL PROVIDE NATIVE TOPSOIL WITH SOD OR SEED, AND MULCH ANCHORED WITH A STRAIGHT SET DISC WITHIN 48 HOURS OF FINAL GRADING.
- EXCESS SOIL SHOULD BE TREATED LIKE OTHER EXPOSED SOIL AND STABILIZED WITHIN 72 HOURS. ANY SOIL STOCKPILES ARE TO HAVE SILT FENCE PLACED ON DOWNSTREAM SIDES.
- IF A STREET, ALLEY, SIDEWALK OR OTHER PUBLIC PLACE SHOULD BECOME SOILED OR LITTERED, THE CONTRACTOR SHALL CAUSE SUCH SOILING OR LITTERING TO BE CLEANED UP BY SWEEPING NOT LATER THAN THE END OF THE WORKING DAY IN WHICH SUCH SOILING OR LITTERING SHALL HAVE OCCURRED OR BEEN OBSERVED. DUMP TRUCKS HAULING LOOSE MATERIALS (SAND, TOPSOIL, ETC.) TO AND/OR FROM THE SITE SHALL BE COVERED WITH A TARP.

## OTHER POLLUTION CONTROL MEASURES

CONSTRUCTION WASTE MATERIALS - ALL WASTE MATERIALS GENERATED AS A RESULT OF SITE CONSTRUCTION SHALL BE COLLECTED AND REMOVED ACCORDING TO ALL LOCAL AND/OR STATE WASTE MANAGEMENT REGULATIONS BY A LICENSED SOLID WASTE MANAGEMENT COMPANY. THE CONTRACTOR WILL ENSURE THAT ALL SITE PERSONNEL ARE INSTRUCTED IN THESE PRACTICES.

HAZARDOUS WASTES - ALL HAZARDOUS WASTE MATERIALS SHALL BE STORED PROPERLY TO PREVENT SPILLS AND VANDALISM. WHEN NECESSARY, HAZARDOUS WASTES WILL BE DISPOSED OF IN THE MANNER SPECIFIED BY LOCAL AND/OR STATE REGULATION OR BY THE MANUFACTURER.

SANITARY WASTE - ALL SANITARY WASTE WILL BE COLLECTED FROM THE PORTABLE UNITS BY A LOCAL, LICENSED WATER MANAGEMENT COMPANY, AS REQUIRED BY LOCAL REGULATION.

OFFSITE VEHICLE TRACKING - A ROCK CONSTRUCTION ENTRANCE HAS BEEN PROVIDED TO HELP REDUCE VEHICLE TRACKING OF SEDIMENTS. IF A STREET, ALLEY, SIDEWALK OR OTHER PUBLIC PLACE SHOULD BECOME SOILED OR LITTERED, THE CONTRACTOR SHALL CAUSE SUCH SOILING OR LITTERING TO BE CLEANED UP BY SWEEPING NOT LATER THAN THE END OF THE WORKING DAY IN WHICH SUCH SOILING OR LITTERING SHALL HAVE OCCURRED OR BEEN OBSERVED. DUMP TRUCKS HAULING LOOSE MATERIALS (SAND, TOPSOIL, ETC.) TO AND/OR FROM THE SITE SHALL BE COVERED WITH A TARP.

VEHICLE CLEANING - NO ENGINE DEGREASING IS ALLOWED ON-SITE. EXTERNAL WASHING OF VEHICLES TO BE CONFINED TO A DEFINED AREA ("BONE YARD") ON-SITE. CONTRACTOR TO PROVIDE DESIGNATED TRUCK WASHOUT AREA WITH APPROPRIATE SIGNAGE. WASHOUT AREA IS TO BE A MINIMUM OF 50' FROM DITCHES, PONDS, OR OTHER STORMWATER FEATURES. ALL LIQUID AND SOLID WASTE GENERATED BY WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK-PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER (E.G. COMPACTED CLAY LINER, IMPERMEABLE GEO-MEMBRANE) AND DISPOSED OF PROPERLY.

SPILL PREVENTION AND CONTROL - ALL VEHICLES WILL BE CHECKED FOR LEAKING OIL AND FLUIDS. VEHICLES LEAKING FLUIDS WILL NOT BE ALLOWED ON-SITE. SPILL KITS WILL BE STORED ON-SITE AND ALL SPILLS WILL BE CLEANED UP IMMEDIATELY. DISCOVERY, SPILL ASSESSMENT MATERIALS AND RAGS WILL BE HAULED OFF-SITE IMMEDIATELY AFTER THE SPILL IS CLEANED UP AND PROPERLY DISPOSED OF. SPILL PREVENTION AND CONTROL MEASURES SHALL BE IMPLEMENTED ONCE CONSTRUCTION BEGINS.

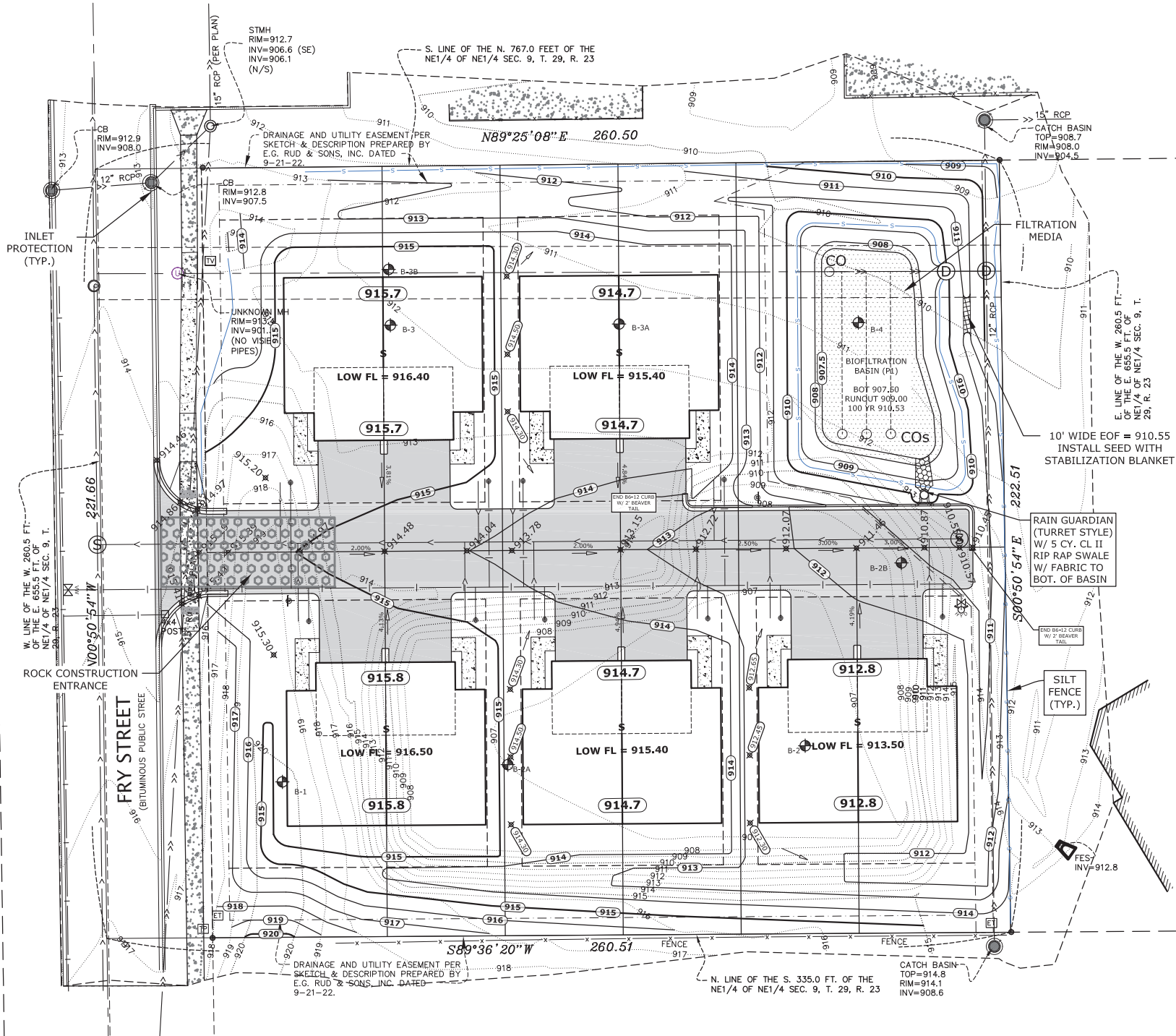
SOIL STOCKPILES - INSTALL SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AROUND ALL TEMPORARY SOIL STOCKPILES. LOCATE SOIL OR DIRT STOCKPILES SUCH THAT DOWNSLOPE DRAINAGE LENGTH IS NO LESS THAN 8 M (25 FEET) FROM THE TOE OF THE PILE TO A SURFACE WATER, INCLUDING STORMWATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES UNLESS THERE IS A BYPASS IN PLACE FOR THE STORMWATER, IF REMAINING FOR MORE THAN 7 DAYS, STABILIZE THE STOCKPILES BY MULCHING, VEGETATIVE COVER, TARPS, OR OTHER MEANS. DURING STREET REPAIR, COVER CONSTRUCTION SOIL OR DIRT STOCKPILES LOCATED CLOSER THAN 8 M (25 FEET) TO A ROADWAY OR DRAINAGE CHANNEL WITH TARPS, AND PROTECT STORM SEWER INLETS WITH SILT SOCKS OR STAKED SILT FENCE.

PROVIDE WIMCO (OR APPROVED EQUAL) FOR INLET PROTECTION AT ALL EXISTING STORM SEWER INLETS THAT WILL RECEIVE RUN-OFF DURING CONSTRUCTION. INLET PROTECTION TO REMAIN IN-PLACE UNTIL AT LEAST 70% OF SITE VEGETATION HAS BEEN ESTABLISHED.

CONTRACTOR TO PROVIDE DESIGNATED CONCRETE TRUCK WASHOUT AREA WITH APPROPRIATE SIGNAGE. KEEP WASHOUT AREAS AS FAR AS PRACTICAL FROM STORM DRAINS, DITCHES AND PONDS. DO NOT ALLOW RUN-OFF FROM THIS AREA BY CONSTRUCTING A TEMPORARY PIT OR BERMED AREA LARGE ENOUGH FOR LIQUID AND SOLID WASTE. AFTER WASTE CONCRETE IS SET, BREAK-UP AND DISPOSE OF PROPERLY.

THE CONTRACTOR MUST DISCHARGE TURBID OR SEDIMENT-LADEN WATERS RELATED TO DEWATERING (E.G., PUMPED DISCHARGES, TRENCH/DITCH CUTS FOR DRAINAGE) TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE UNLESS INFEASIBLE. THE CONTRACTOR MAY DISCHARGE FROM THE TEMPORARY OR PERMANENT SEDIMENTATION BASINS TO SURFACE WATERS IF THE BASIN WATER HAS BEEN VISUALLY CHECKED TO ENSURE ADEQUATE TREATMENT HAS BEEN OBTAINED IN THE BASIN AND THAT NUISANCE CONDITIONS (SEE MINN. R. 7050.0210, SUBP. 2) WILL NOT RESULT FROM THE DISCHARGE. IF THE WATER CANNOT BE DISCHARGED TO A SEDIMENTATION BASIN PRIOR TO ENTERING THE SURFACE WATER, IT MUST BE TREATED WITH THE APPROPRIATE BMPs, SUCH THAT THE DISCHARGE DOES NOT ADVERSELY AFFECT THE RECEIVING WATER OR DOWNSTREAM PROPERTIES.

## GRADING, DRAINAGE, AND EROSION CONTROL PLAN 2560 FRY STREET



### ADDITIONAL GRADING NOTES:

- NO WHEELED MACHINES SHALL BE USED TO EXCAVATE BMP(S), AND/OR DURING THE BACKFILLING.
- NO CONSTRUCTION TRAFFIC IS ALLOWED OVER THE BMP(S) DURING ANY PHASE OF THE PROJECT.
- BMP(S) SHALL BE PROTECTED FROM ALL EXPOSED SOIL DURING ALL CONSTRUCTION ACTIVITIES.
- BMP(S) SHALL BE RIPPED WITH A TOOTHED BUCKET TO REMOVE SOIL INTERFACE, PRIOR TO INSTALLING BACKFILL MATERIAL.
- BMP(S) SHALL NOT BE OPEN TO ACCEPT WATER UNTIL THE SITE IS STABILIZED.
- NOTIFY CITY OF ROSEVILLE ENGINEERING DEPT. AT 651-792-7004, PRIOR TO BEGINNING ANY AND ALL CONSTRUCTION ACTIVITY TO VERIFY EROSION CONTROL MEASURES ARE IN PLACE.
- NOTIFY CITY OF ROSEVILLE ENGINEERING DEPT. AT 651-792-7004, AT LEAST 24 HOURS PRIOR TO THE CONSTRUCTION OF STORMWATER BMPs.



Know what's below.  
Call before you dig.

**INTEROFFICE MEMORANDUM**

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**Date:** May 20, 2023

**To:** Bryan Lloyd, Senior Planner

**From:** Matthew Johnson, Parks and Recreation Director

**RE:** Danny Boy Estates (2560 Fry St)

---

The Parks and Recreation Commission (PRC) reviewed this proposed project regarding park dedication on May 2, 2023 (DRAFT minutes attached). They recommended cash at the 2023 fee of \$4,250 per unit. Based on the proposal, the developer would pay \$38,250 (\$4,250 x 9 new units) at the time of final plat.

The Parks and Recreation System Master Plan does not specifically identify a need for additional land in this constellation.

The Parks and Recreation chapter (8) of the Roseville 2024 Comprehensive Plan does recommend prioritization of parkland adjacent to existing parks when possible. However, the small size (0.11 acres) of any parcel that could be acquired via park dedication with this development made that option less desirable. Additionally, the developer stated that if land were to be required for park dedication, they would likely consider an alternate platting option that would not require park dedication.

There are a number of redevelopment items planned for Rosebrook Park in the coming years which these funds could support to ensure the provision of park services for these new residents.

This parcel is identified as an important connection to the park for many of the residents of the neighborhood, and is classified as such in the Parks and Recreation System Master Plan.

recommendation as to whether the City should accept land, cash, or a combination, to satisfy the Park Dedication requirement.

The developer was present at the meeting to answer any questions. The developer provided the history of the purchase of the parcel.

Commissioner Arneson relayed that he would support recommending cash in lieu of land as the parcel is not connected to Reservoir Woods.

The Commission discussed the small size of the potential 0.15 acres park and if that land could be useful as a pocket park. They agreed that the size and location would not be a beneficial addition to the park system.

Commissioner Brown moved to recommend cash in lieu of land to satisfy Park Dedication at 691-711 Shryer Avenue to the City Council. Commissioner Arneson seconded.

#### **Roll Call**

**Ayes:** Arneson, Beckman, Boulton, Baggenstoss, Brown, Dahlstrom, Raygor.

**Nays:** None.

**Abstain:** None.

#### b) **Park Dedication Recommendation - 2560 Fry Street**

Maps were provided to show the location of the 2560 Fry Street parcel. The proposed development is located in Constellation I of the Parks and Recreation system. Staff noted that Constellation I is largely commercial and Rosebrook Park effectively serves the residential homes in that constellation.

The developer had relayed to staff that they don't have land available to allocate towards a park in the current proposal and that a recommendation of land could inhibit their ability to move forward with the project.

The proposal includes ten units on a 1.17-acre development. The project qualifies for Park Dedication. The cash amount for the nine additional units would be \$38,250 (\$4,250 per unit). The required land amount would be 10% of 1.17 acres or 0.117 acres.

Staff noted that the Master Plan does not specifically call out additional park land in this area. The Comprehensive Plan does state a goal of procuring land adjacent to existing park parcels. Upcoming Capital Improvements at Rosebrook over the coming years include the pool and playground.



81 Staff reiterated that the role of the Parks and Recreation Commission is to review the proposed  
82 development and relevant parks and recreation system plans and goals; and to make a  
83 recommendation as to whether the City should accept land, cash, or a combination, to satisfy the  
84 Park Dedication requirement.

85  
86 The project developer was available at the meeting to answer any questions.

87  
88 Commissioner Arneson mentioned that the parking lot at Rosebrook Park is very small and  
89 potentially expanding the size could be beneficial.

90  
91 Commissioner Boulton added that a larger parking lot may be useful for the future Capital  
92 Improvements at the park.

93  
94 The Commission questioned the land type and existing utilities on the north side of the parcel.  
95 The project developer answered that there is no existing utilities on the north 30 feet of the  
96 parcel. There was a previous easement that has been vacated and the land is now a proposed  
97 drainage easement to outlot A.

98  
99 Staff clarified that a recommendation of land would send the project back to city staff to work  
100 with the developers to find an equitable land location to satisfy Park Dedication.

101  
102 The project developer relayed that the financial impact of a land recommendation for Park  
103 Dedication would make the project no longer fiscally feasible.

104  
105 Commissioner Baggenstoss asked staff how the land could be used as it is adjacent to an existing  
106 park and questioned why the city did not initially purchase the parcel. Staff relayed that there are  
107 trees on the parcel that may survive the construction and removing living trees is always a  
108 difficult decision. There is a concept plan for the pool to potentially switch it to a splash pad.  
109 However, the neighborhood has not been engaged with on the changes. Staff noted that the  
110 additional space could potentially be used during the future evolution of the pool at Rosebrook  
111 Park.

112  
113 Staff relayed that the city utilizes the “willing buyer-willing seller” rule for acquiring new  
114 parcels that come up for sale.

115  
116 Commissioner Arneson suggested potentially moving away from willing buyer-willing seller in  
117 the future.

118  
119 The Commission discussed if recommending land to satisfy Park Dedication would add useable  
120 parkland to Rosebrook Park.

Commissioner Baggenstoss questioned if any proposed sidewalks were planned for this parcel. Staff noted that a sidewalk currently exists on the parcel and added that they will confirm with city staff if the sidewalk needs to be updated to satisfy the Pathway Master Plan.

Commissioner Boulton asked if the water feature will stay at Rosebrook Park. Staff answered that over time a discussion regarding an update to the water feature will be had with the neighborhood. During that time land usage for park amenities will be reviewed. However, staff acknowledged that removing a water feature from the park would be difficult.

Commissioner Arneson moved to recommend cash in lieu of land to satisfy Park Dedication at 2560 Fry Street to the City Council. Commissioner Boulton seconded.

### **Roll Call**

**Ayes:** Arneson, Beckman, Boulton, Brown, Dahlstrom, Raygor.

**Nays:** Baggenstoss.

**Abstain:** None.

### c) **Review and Verify Parks and Recreation Commission Goals**

Commissioner Arneson recommended adding a goal to work towards ending the “willing buyer-willing seller” way or purchasing additional park land. Chair Dahlstrom noted that he supports the idea but he is not sure that it belongs as a Commission Goal.

Commissioner Baggenstoss questioned if the “willing buyer-willing seller” is a specific city policy or if it is an interpretation of a policy. Staff relayed that it is written in the Comprehensive Plan and the Parks and Recreation Master Plan under the goals of acquisition of park land and is a city policy that could be discussed with the City Council.

Commissioner Brown suggested adding a goal of “Acquire more parkland” with a long-term goal of updating the “willing buyer-willing seller” policy.

The Commission discussed the “willing buyer-willing seller” policy language and how they could potentially move forward with updating it. The Commission agreed on adding the goal of “Explore more ways and opportunities to acquire parkland”.

The Commission discussed potentially purchasing parkland on the south side of Lake Owasso. Staff noted that it may be hard to purchase land that was previously recommended for cash in lieu of land to satisfy Park Dedication.

Commissioner Arneson suggested adding city water access on one of the Roseville lakes with rentable spots to store kayaks.

**INTEROFFICE MEMORANDUM**

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**Date:** May 31, 2023

**To:** Bryan Lloyd, Senior Planner

**From:** Jennifer Lowry, Roseville Public Works

**RE:** Danny Boy Estates / 2560 Fry Street Preliminary Plat

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The Public Works Department reviewed the proposed plans for the project noted above and offer the following comments with regard to the project's impact on City services and/or infrastructure:

1. Site Plan

- Due to the minimal amount of lots created, the development did not meet the threshold per City policy to conduct a traffic study. A traffic study was not conducted but minor increase to traffic on Fry Street and other nearby roads is expected but will not create any significant issues.
- Public pathway improvements on the east side of Fry Street are shown. A Development Agreement will be required for these improvements.
- The private road meets the minimum width of 24-foot-wide. Parking will not be allowed per city ordinance. No parking signs shall be posted and plans should indicate no parking.
- If setbacks, easements, or lot sizes change, the changes will need additional review.

2. Utilities

- Water
  - The watermain is proposed be extended, to be public, and exist within proposed drainage and utility easements. A Development Agreement will be required for these improvements.
  - Hydrant location will need to exist within a drainage and utility easement.
  - Final construction plans will be approved by the City prior to issuing permits.
  - MDH Water Permit is required.
- Sanitary
  - The sanitary sewer is proposed be extended, to be public, and exist within proposed drainage and utility easements. The connection in Fry Street must be made with construction of a new manhole. A Development Agreement will be required for these improvements.

- Final construction plans will be approved by the City prior to issuing permits.
- MPCA Sewer Extension Permit is required.
- Storm Sewer
  - The development has to meet city stormwater standards. Submittals from the developer's consulting engineer demonstrate that the site can meet the requirements of the city.
  - The storm sewer improvements within the site will be private. Provide an executed Operation & Maintenance Agreement in favor of the City of Roseville that has been recorded with Ramsey County. The template agreement can be found at [www.cityofroseville.com/privatebmp](http://www.cityofroseville.com/privatebmp).
  - Submit contact information for the trained erosion control coordinator responsible for implementing the Stormwater Pollution Prevention Plan (SWPPP) for the site. If that person has not been selected, a SWPPP Amendment is required prior to construction.
  - An asbuilt for site grading and stormwater infrastructure will be required prior to final approval and release of Erosion Control and Grading escrow
  - Provide a copy of the Rice Creek Watershed Permit(s), or documentation that a permit is not required.
  - Provide a copy of the NDPES Permit(s), or documentation that a permit is not required.
  - City Erosion Control, Grading and Storm Water Permit is required. Final construction plans will be approved by the City prior to issuing permits.

**3. General**

- An Encroachment Agreement will be will be required for the public water and sewer utilities to exist under the private driveway.
- A home owners association will be required to maintain the private road and storm water features.
- City ROW permit is required.

Thank you for the opportunity to provide feedback and on this project at this time. As the project advances, Public Works Department staff will continue to review any forthcoming plans and provide additional reviews and feedback as necessary. Please contact me should there be questions or concerns regarding any of the information contained herein.



This document serves to summarize the Fry St. community meeting on 2/28/2023 to discuss the proposed development of the property just south of the park owned by Sophie's LLC. The meeting was attended by 10 members of the surrounding community, who left their names and phone numbers or email addresses on a sign-in sheet. The meeting was led by Barry O'Meara and Brendan O'Meara.

A community member asked if the proposed development had already started. The developers stated that they only had a permit for filling the hole and that platting was not done yet. They described the next step in the process as a planning commission meeting.

Several people at the meeting described current problems with street parking and excess traffic due to activities at the park. People were concerned that a new development will exacerbate the problems. The developers responded that in their tentative proposed development, each unit would include parking for four vehicles--two in the garage and two in the driveway. They don't expect the proposed development to negatively impact the parking and traffic in the neighborhood.

Community members expressed concern about the creation of excess noise and traffic during construction. The developers stated that they would follow city code on these items.

A community member asked whether the land could be used for single-family homes and they expressed the feeling that it would be a better fit for the neighborhood. The developers responded that single-family homes would not be cost effective and that the land is zoned for medium-density, multiple-family housing—up to 12 units per acre. It was noted that this proposal, at 10 units, is much less than what zoning would permit.

A community member asked whether the land could be used to enlarge the park or be left vacant. Both the developers and other community members stated that the city has had opportunities to buy the land, and still could, but has opted not to do that.

There were several questions about the tentatively proposed twin-homes, including the number of floors, the square footage, the anticipated sale prices, and the expected buyers. People expressed concern about how the twin-homes would fit into the neighborhood and how the proposed development would affect their property values. The developers described a tentative plan for two-floor, 2000 square-foot buildings that would sell for higher amounts than the neighboring houses.

A community member asked whether the developers would be selling or renting out the proposed twin-homes. Other members stated that several homes in their neighborhood were rentals and that some had as many as 6-7 cars. Members expressed a preference for owner-occupied units over rental units. The developers responded that they are not at a stage in the development to make that decision. One resident said that Roseville, right now, is dealing with rental restrictions in the city.

# New construction

To bjomeara42@comcast.net

Sent from my iPhone

To whom it may concern my name is Stephen Huberty I live at 2599, Charlotte St, Roseville MN 55113 my opinion is this neighborhood is too busy to add more housing between the bingo hall and all the activities at the park I am against the idea of new construction u can't even park on the street in front of ur own house in the spring,summer,fall and I live a blk away from the new proposed building site so my vote is a strong no !

# 2560 Fry Street

To bjomeara42@comcast.net

Hello,

I am writing to express concerns and request you not move forward with your proposal for developing the plat near our park. There are several reasons this would, most certainly, be a bad thing for our neighborhood.

1. Our park is already massively overcrowded due to its proximity to Snelling as well as the new development on County C.
2. New housing would not blend in at all with our current housing and will affect our resale prices should we decide to sell.
3. Our streets are loaded with cars all summer - more housing will only add to this.
4. The park is where we all go to get away from manmade structures. Housing in the shadow of the park will take this aspect away.
5. We don't want to be hanging out in the pool with peoples' houses overlooking us 24/7.
6. The construction noise and vehicle traffic will be a terribly inconvenience for the many families with young children in this neighborhood.
7. With all the new housing that just got put up on County C I am entirely unconvinced housing is even needed in this area.

Please take these into consideration — this project would not be good for the residents in this area.

--

By His grace and for His glory,

Mike Schumann

# Flat Proposal on Fry Street

To bjomeara42@comcast.net

Good morning, Mr. O'Meara,

I am a resident of Roseville living in close proximity to the property you are seeking to develop on Fry Street. I wanted to express some concerns many in this neighborhood have.

1. We fear the noises of construction will interfere with our sleep.
2. Lots of new housing has just been built in Roseville, as I'm sure you know. Already, the park has suddenly felt more crowded with people so that many who have lived here for a long time are already feeling crowded out.
3. Many of us in this neighborhood have been hoping that property would be used to expand park facilities (or park parking) or for the Sunrise Senior Living.
4. Fry Street and Charlotte Street are already very full of cars that park especially during park events. Many of us in the neighborhood are concerned that adding new homes will only create greater parking issues.
5. Many children live in this neighborhood. Already, the roads are growing busier because of the increased park traffic from those living in the new housing in Roseville. People on Fry Street already don't feel safe crossing that road with their kids in the summer because of the increased traffic, especially from soccer games. There is a major shortage for parking during soccer games, so our streets become so full that we can hardly walk or bike on them safely. We do not want to see something added to our neighborhood that will increase neighborhood traffic, especially on the road right near the park where children live and are playing.

Thank you for hearing our concerns,  
Amelia Schumann

--

*If, then, you have been raised with Christ, set your minds on the things above, where Christ is seated at the right hand of God. ~Colossians 3:1*

2/22/23

John Fugate

612-419-5405

Pave Brook  
Park

own or rent ?

more parking

40 year lived there  
apartment is eyesore <sup>to north</sup>  
want

King Court  
big tree front  
Yard

bring pictures of  
other developments  
done done

would have been  
apart Bldg if  
previous owner  
developed it

he'll come the night



2/24/23  
Greg ~~Zeit~~ Zeit  
651-558-1855  
lives 7558 Charlotte

works  
U.S. Postal

Prost Gym  
owner

double car garage

Interested in buying

he'll come this night

c. **Request for Approval of a Preliminary Plat of an Existing Parcel as Ten Lots for Single-Family Attached Homes (Twinhomes) (PF23-002)**

Chair Pribyl opened the public hearing for PF23-002 at approximately 8:00 p.m. and reported on the purpose and process of a public hearing.

Senior Planner Bryan Lloyd summarized the request as detailed in the staff report dated June 7, 2023.

Member Aspnes indicated she drove around this parcel and had some concerns about the private drive only because of the amount of snow there was this past year, she wondered where all of the snow will go.

Mr. Lloyd indicated he did not know the answer but suggested there are large side yards adjacent to Fry Street and maybe the owner would not be able to pile snow in their drainage outlot but is a place where he would put it. Whatever provisions are in the maintenance code, even though it is not a City street it still has similar sorts of requirements for the maintenance and that sort of thing.

Member Aspnes asked if the units will be rental units or owner-occupied dwellings.

Mr. Lloyd explained that is not a question staff considers in subdivision requests. A dwelling unit is a dwelling unit, a lot is a lot. In a subdivision like this the separate parcels, the separate lots facilitates separate owners but does not prevent someone from buying one or more of them and renting it rather than occupying it. The transition from doing the development in a single parcel with the ten dwellings, which in his mind would more likely be rentals, proceeding through the plat process like the applicant is doing suggests the intent to sell them and purchased then by either residents or someone who would rent them out.

Member McGehee explained since the City might require a homeowner's association, she has seen homeowners' associations that specifically specify that the homes cannot be rented for more than a year and is a condition that the City could apply, if the City is the one requiring the homeowner's association.

Mr. Lloyd explained he was not sure that the City could require some tenancy provisions in a homeowner's association. The City can regulate rentals through the City's Rental Registration program or Rental Licensing program, but he did not believe that the City has the ability to prohibit them.

Member McGehee indicated she was probably going to object to this on the basis of traffic because there is the dense neighborhood that is very much landlocked, particularly with the changes now on Snelling and only two exits coming out onto Fairview. She thought both exits were very dangerous for access to this neighborhood. The other thing is the City just added approximately four hundred units just across from this and this is one of the parks that is expected to take some of the influx of new people in the community. This particular park seems to her to be an ideal space to add a little land rather than add more houses in an area that already has a severe traffic access and exit problem and is quite a densely populated area now.

Mr. Lloyd explained in the process of reviewing this project the Parks and Recreation Director indicated recently that the Parks Department did have the opportunity to consider purchasing the entire parcel for additional park space and they declined to do that at the time and there was serious consideration of acquiring dedication of land on the northern side of this parcel to expand the park a little bit and the Parks and Recreation Commission declined that as well. The final decision about land or cash dedication lies with the City Council and can still make that choice. As far as what the City Council has decided beyond that, the only thing that comes to his mind is during the Zoning update process of a couple three years ago, he believed this was one of the sites that got special focus on whether the zoning should be high density as the adjacent assisted living facility is medium density or something else and the ultimate decision at that point was for the medium density zoning that is in place today.

Member McGehee did not think that was a problem but what she thought was a problem was if the City polls its residents and the residents ask for something and when the City has the opportunity to act on it, they don't as a City, and she thought particularly to an extent where the residents really values the parks and speak to everyone about the parks system. She thought it was unfortunate that a single person or a small group of people could decide that they do not want to add this to the park system when it was specified as an idea that people would really like.

Member Schaffhausen indicated when she thinks about traffic in particular, Fairview is also within the purview of Ramsey County.

Mr. Lloyd indicated that was correct. He reviewed the traffic patterns and volumes with the Commission.

Member Aspnes explained she walked around the park today and noticed there is park access from southbound Snelling. She wondered about, in general, parking at the ball area in the park and she wondered where everyone can park. There are a few parking lots in the park and this particular site abuts the pool in the park. She noted the elevation of the site is higher than the park land to the north of it. There are some scruffy looking pine trees and wondered about screening from the backyards of the two proposed twinhomes on the north side. She would like to see some nice screening, so these homes do not look directly into the pool area. She also wondered about the outlot. She assumed any water runoff will not go down from the development into the park and that any access water from developing this will be controlled by the stormwater management.

Mr. Lloyd explained how stormwater management will work to control the water runoff.

Chair Pribyl asked if the applicant would like to come forward to answer questions.

Mr. Barry O'Meara came forward to answer questions.

Member Aspnes wondered where the snow will be stored if there is a lot of snow in the winter.

Mr. O'Meara explained they have taken snow removal into account when the land was developed. He noted by Code there could be fourteen to fifteen units on this land but because of the possibility of snow storage the units were cut back to ten. Snow should be able to be handled onsite and if not, the development will need to pay to remove it.

Chair Pribyl wondered if the townhomes will be sold or be rental units.

Mr. O'Meara explained the development was created in such a way that either having the townhomes as rentals or sold could be done. He stated the intent is to be flexible.

### **Public Comment**

Mr. Arthur McWilliams, 2571 Fry Street, explained he lives by the kiddie pool and suspected this development will be good for the neighborhood overall. There will be nice new buildings in the neighborhood and in the long run might have a ripple effect and will be an improvement from what was previously there. Parking came up, which is his sole concern. He noted the parks gets a lot of use as well.

No one else wished to address the Commission. Chair Pribyl closed the public hearing.

### **Commission Deliberation**

Member Aspnes indicated she did not object to the twinhomes by themselves. Her concern is the City lost an opportunity to add to the park land, to this park which is really lovely. She can see some trees that have been planted in the park. She thought the park could use more parking so there is not so much traffic and parking on Fry Street.

Member Kruzel asked if staff knew why the Parks and Recreation Commission decided not to further investigate this or is that something that could be public knowledge.

Mr. Paschke thought when this property first went up for sale many years ago the Parks Department had a chance to buy it and chose not to and he believed the City was a part of that discussion.

Member McGehee indicated she personally would make findings that this plan has potentially very negative impact on the park because of the location, the oversite of the kiddie pool and the fact that people will be viewing this activity from their homes as well as the entire parking into the complex, the entire development is a problem, and this adds to it. She thought everything from snow removal to parking for those specific homes are inadequate and the homes having to have sprinkling system because there is not the kind of access for emergency vehicles that the City would normally require and the fact that this is a landlocked area with a very busy, highly used park with some amenities that are particular to this park and particular to Roseville in general where the City does not have them anywhere else and there are

148 already parking problems around the parks, especially in the summer, and this is  
149 another example so she could not see in good conscious, herself in particular, could  
150 vote to support this proposal based on the issues that have been raised and to which  
151 there are not any answers. She would personally send this to the Council with those  
152 preliminary findings of hers as to why this particular proposal should not move  
153 forward.

154  
155 Member Bjorum agreed with some of that. He did not want to penalize the developer  
156 for doing a nice job of developing this property. Doing what he deems best for the  
157 property, not going to the max density. He did not want to penalize him for planning  
158 this because there is a parking problem that he is trying to plan for and has said so and  
159 putting the burden of the neighborhood parking issue on his shoulders and this  
160 development, he thought this was set up as medium density development and he did  
161 not see an issue with what is on the plan and he did not see any legal ramification for  
162 the Planning Commission to deny moving this forward. He understood this is next to  
163 a very busy park and a very busy neighborhood, but he did not see the reason to  
164 penalize the developer for those issues on this.

165  
166 Member Aspnes thanked Member Bjorum for stating his reasons, there really is no  
167 legal reason.

168  
169 Member Bjorum explained acknowledged all of the residents in the neighborhood  
170 that wrote in about parking issues and traffic issues but at the same time there is a  
171 containment design here for those units and development.

172  
173 **MOTION**

174 **Member Bjorum moved, seconded by Member Schaffhausen, to recommend to**  
175 **the City Council approval of a Preliminary Plat of an Existing Parcel as Ten**  
176 **Lots for Single-Family Attached Homes (Twinhomes) (PF23-002).**

177  
178 **Ayes: 5**

179 **Nays: 1 (McGehee)**  
180

181 Member McGehee explained she would state again the reason that she stated  
182 previously as findings, and she believed that the City might want to revisit this at the  
183 Council level as a purchase and she did not believe that the developer should be  
184 penalized and lose money on this. To that regard she did not believe that the  
185 developer should be penalized financially but she thought the City Council should  
186 review this as something that they might want to revisit.

187  
188 **Motion carried.**

189  
190 Chair Pribyl advised this item will be before the City Council on July 10, 2023.  
191



**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 held on the 10th day of July 2023 at 6:00 p.m.

The following Council Members were present: \_\_\_\_\_;  
and \_\_\_\_\_ were absent.

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

**RESOLUTION NO. \_\_\_\_**  
**A RESOLUTION APPROVING THE PROPOSED DANNY BOY ESTATES PRELIMINARY  
PLAT (PF23-002)**

WHEREAS, Sophies, LLC has submitted a valid application for approval of the proposed Danny Boy Estates preliminary plat of the property addressed as 2560 Fry Street; and

WHEREAS the proposed subdivision conforms to all of the applicable standards of the City of Roseville zoning and subdivision codes; and

WHEREAS, the Roseville Planning Commission held the duly noticed public hearing for this application on June 7, 2023, and having closed said public hearing, voted 5-1 to recommend approval of the proposed preliminary plat with certain conditions based on the public record and the Planning Commission's deliberation with certain conditions; and

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to approve the proposed Danny Boy Estates preliminary plat, based on the public record and City Council deliberation, with the following conditions:

1. Pursuant to the memo from Public Works Department staff in Attachment 4 of this RCA, the applicant shall create a homeowners association for maintenance of the shared driveway and storm water BMPs, and shall enter into an agreement pertaining to the public water and sanitary sewer improvements in the site.
2. Pursuant to the comments from Parks and Recreation Department staff in Attachment 4 of this RPCA, the applicant shall submit payment of the \$38,250 park dedication fee before the City will release the signed mylars for recording at Ramsey County.

WHEREUPON said resolution was declared duly passed and adopted.

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 7.c

Department Approval

City Manager Approval



Item Description: Review and Discuss Pending Future Agenda Items

**BACKGROUND**

Recently staff updated and reformatted the pending future agenda items documents to also include other items that staff are planning to bring forward for City Council discussion and decision. Moving forward, these items will be brought forward in the time frames listed. However there are several items that have been listed for a long time and/or other items that may need to have additional discussion before scheduling for a specific meeting. Therefore, staff is asking for discussion and direction on the pending future agenda items highlighted in yellow on what the next steps should be for those items. For some of the items, there may not be a need or City Council interest to further discuss the items listed on the pending list. While staff asks the City Council to provide direction on the yellow-highlighted items, the City Council should feel free to discuss any of the items on the list.

Included as Attachment A is the current listing of pending future agenda items.

**POLICY OBJECTIVE**

As part of conducting City Council business, it is important to consider items of interest that come from City Council members and/or the public. The tracking of these items is important to make sure that these items are heard and considered. As the pending list of items grow, it is necessary to periodically to review the list to make these items are considered in a timely manner.

**BUDGET IMPLICATIONS**

None specific to this discussion.

**RACIAL EQUITY IMPACT SUMMARY**

As individual items are brought forward for discussion and possible action, a racial equity impact summary will be provided. When appropriate, the Racial Equity Toolkit may be used to further analyze the impact a policy, regulation, program, or decision has on racial equity in the community.

**STAFF RECOMMENDATION**

Staff recommends the City Council review and discuss the pending future agenda items highlighted in yellow on Attachment A and provide staff direction on the next steps for these items.

**REQUESTED COUNCIL ACTION**

Provide direction on the next steps for the pending future agenda items as listed on Attachment A.

Prepared by: Patrick Trudgeon, City Manager pat.trudgeon@cityofroseville.com

Attachments: A: Future Agenda – Longer Term Initiatives

**Future Agenda Review - Longer Term Initiatives**  
(items that likely require council discussion/action)

| <b>Item</b>                                                          | <b>Initiated By</b> | <b>Target Date</b> | <b>Status/Notes</b>                                                           |
|----------------------------------------------------------------------|---------------------|--------------------|-------------------------------------------------------------------------------|
| Inspectors of single-family rentals, health and safety               | Etten               | TBD                |                                                                               |
| Review need of pet licenses                                          | Council             | TBD                | Brought forward by former Councilmember Willmus                               |
| Sister City Relationship with Indigenous Tribal Nation               | Strahan             | TBD                |                                                                               |
| Rooster Regulations                                                  | Council             | TBD                | Brought forward by resident at the July 18, 2022 Council mtg.                 |
| Off-sale liquor license holders - 1 day suspension for 1st violation | Etten               | TBD                | Issue raised during 2/13mtg. when considering penalties for liquor violations |
| Zero Waste Packaging/Compostable Containers                          | Etten/Strahan       | July '23           | will be discussed at PWET joint meeting July 10                               |
| City Speed Limit Review on Local Streets                             | Strahan/Council     | July '23           | will be discussed at PWET joint meeting July 10                               |
| Update on shopping carts left in public r-o-w                        | Strahan             | Summer '23         |                                                                               |
| Accept classification & compensation study & recomm's                | Staff/Council       | Summer '23         | implementation strategies discussion to follow                                |
| Envision Roseville final report & RFP for strategic plng             | Staff/Council       | 3rd qtr '23        | (City Manager goal item)                                                      |
| Commission scope/duties/functions implementation                     | Etten/Council       | Fall '23           |                                                                               |
| Short term rental code updates                                       | Council             | Fall '23           | (Issuance of new licenses suspended pending update)                           |
| Hotel licensing regulations                                          | Staff/Council       | Late '23?          | upcoming work session topic?                                                  |
| New cannabis law - licensing regulations/zoning code amend           | Staff/Council       | Late '23?          | Staff getting educated on law and ramifications                               |
| Update SREAP with new goals/objectives                               | Staff/Council       | Late '23           | (City Manager goal item)                                                      |
| Sacred Settlement code updates                                       | Staff/Council       | Dec '23            | Staff getting educated on law and ramifications                               |
| Strategic planning                                                   | Staff/Council       | 1st qtr '24        | (City Manager goal item)                                                      |
| Roseville Fire role in medical transport                             | Staff               | TBD                | Ongoing discussions with Allina, etc.                                         |
| <b>City/EDA Budget Process</b>                                       |                     |                    |                                                                               |
| EDA budget and City CIP review                                       | Staff/Council       | July '23           | (budget calendar item)                                                        |
| Receive City Manager proposed budget (w/ARPA impacts)                | Staff/Council       | Aug '23            | (budget calendar item) (City Manager goal item)                               |
| Fin Comm budget recomm's & prelim levy/budget                        | Staff/Council       | Sep '23            | (budget calendar item)                                                        |
| Utility Rates & Fee Schedule                                         | Staff/Council       | Nov '23            | (budget calendar item)                                                        |
| Adopt final budget, levy, utility rates, & fees                      | Staff/Council       | Dec '23            | (budget calendar item)                                                        |

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 10.a

Department Approval

*Michelle Littrick*

City Manager Approval

*Rocco*

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   | \$1,201,902.21 |
| 106838-107030  | \$1,202,412.60 |
| Total          | \$2,404,314.81 |

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: 07/05/2023 - 9:30AM  
 Date Range: 06/14/2023 - 07/04/2023  
 Systems: 'AP'



| Check No.                                 | Vendor/Employee                       | Transaction Description                | Date       | Amount     |
|-------------------------------------------|---------------------------------------|----------------------------------------|------------|------------|
| Fund: 100 General Fund                    |                                       |                                        |            |            |
| Department: 00 General Function           |                                       |                                        |            |            |
| 0                                         | David R. Cantu-Non Bank               | May Benefit Reimbursements             | 06/14/2023 | 7,006.06   |
| 0                                         | LINA                                  | Bill Referece 15688_060123, Acct ID:   | 06/28/2023 | 6,087.66   |
| 0                                         | Minnesota Healthcare Consortium - No  | Health Insurance Premium for May       | 06/14/2023 | 86,504.51  |
| Total for Department: 00 General Function |                                       |                                        |            | 99,598.23  |
| Department: 01 General Government         |                                       |                                        |            |            |
| 0                                         | Amazon.com- CC                        | Paper Stand, Keyboard, Lamp            | 06/27/2023 | 239.45     |
| 0                                         | American Mailing Machines-Non Bank    | Postage                                | 06/14/2023 | 3,000.00   |
| 0                                         | Background Investigation Bureau - CC  | Background Checks                      | 06/27/2023 | 952.54     |
| 0                                         | Dawn O'Connor                         | Seeds for Earth Day                    | 06/21/2023 | 8.55       |
| 0                                         | DG Minnesota CS 2021, LLC             | May Billings 2023                      | 06/28/2023 | 5,047.73   |
| 0                                         | Dominium Development & Acquisition    | Return of Escrow for Bonds with State  | 06/14/2023 | 350,000.00 |
| 0                                         | Erickson, Bell, Beckman & Quinn P.A.  | Professional services rendered through | 06/14/2023 | 14,449.00  |
| 0                                         | Factory Direct-CC                     | DEI Training Supplies                  | 06/27/2023 | 111.30     |
| 0                                         | Fikes, Inc.                           | Restroom Supplies                      | 06/14/2023 | 677.14     |
| 0                                         | Gallup-CC                             | Strengths Finder Assessment for Staff  | 06/27/2023 | 49.99      |
| 0                                         | GFOA- CC                              | Renewal Fees                           | 06/27/2023 | 250.00     |
| 0                                         | Grand Cleaners-CC                     | Tablecloth Cleaning                    | 06/27/2023 | 274.37     |
| 0                                         | Greenhaven Printing                   | #10 Window Envelopes                   | 06/28/2023 | 698.06     |
| 0                                         | Harbor Freight Tools-CC               | Abrasive Blast Cabinet                 | 06/27/2023 | 246.38     |
| 0                                         | Innovative Office Solutions           | Office Supplies                        | 06/28/2023 | 471.72     |
| 0                                         | Joey Meatballs-Cc                     | Lunch meeting with Mayor               | 06/27/2023 | 24.53      |
| 0                                         | Life Safety Systems, Inc.             | Annual Monitoring and Telguard Char    | 06/14/2023 | 575.00     |
| 0                                         | Mailchimp-CC                          | 5000 Contacts                          | 06/27/2023 | 100.00     |
| 0                                         | McGough Property Management, LLC      | Facility Management                    | 06/21/2023 | 1,225.27   |
| 0                                         | McGough Property Management, LLC      | Management Fee                         | 06/28/2023 | 10,080.87  |
| 0                                         | Menards-CC                            | Shallow Pot Magnet                     | 06/27/2023 | 17.20      |
| 0                                         | Mitchell Christensen                  | Tuition Reimbursement - City           | 06/28/2023 | 1,500.00   |
| 0                                         | Nitti Sanitation-CC                   | Trash Services                         | 06/27/2023 | 937.61     |
| 0                                         | Office Depot- CC                      | Deposit Bags                           | 06/27/2023 | 505.61     |
| 0                                         | Reference-CC                          | Out of State Driver's License Check    | 06/27/2023 | 56.00      |
| 0                                         | Sam's Club-CC                         | Snacks for Arboretum Volunteers        | 06/27/2023 | 114.65     |
| 0                                         | Sandstrom Land Management, LLC        | City Hall Ground Care - May 2023       | 06/14/2023 | 1,690.00   |
| 0                                         | Target- CC                            | DEI Training Supplies                  | 06/27/2023 | 438.35     |
| 0                                         | Time Saver Off Site Secretarial, Inc. | May Meetings                           | 06/28/2023 | 1,490.00   |
| 0                                         | US Bank-Non Bank                      | April 2023 Terminal Charges            | 06/14/2023 | 274.07     |
| 0                                         | Volgstics-CC                          | Volunteer Database                     | 06/27/2023 | 234.00     |
| 0                                         | Walmart-CC                            | DEI Training Supplies                  | 06/27/2023 | 101.68     |
| 0                                         | Xcel Energy                           | June Xcel Billings                     | 06/21/2023 | 8,012.92   |
| 106847                                    | Center for Economic Inclusion         | Registration                           | 06/14/2023 | 1,500.00   |
| 106852                                    | Dell Marketing, L.P.                  | Stand Up Desk - D Finken               | 06/14/2023 | 575.34     |
| 106853                                    | Do Good Roseville                     | Jamaican Caribbean Cuisine for Junete  | 06/14/2023 | 4,700.00   |
| 106879                                    | mySidewalk, Inc.                      | mySidewalk Chart Fee, 3 License PKC    | 06/14/2023 | 12,000.00  |
| 106881                                    | NFP Insurance Services, Inc.          | ACA Fee                                | 06/14/2023 | 1,299.24   |
| 106895                                    | T Mobile                              | Phone # 651-248-3775, Acct # 990276    | 06/14/2023 | 9.54       |
| 106897                                    | Trans Union, LLC                      | Employment Credit Report               | 06/14/2023 | 209.72     |
| 106923                                    | Grainger Inc                          | Axial Fan, Square                      | 06/21/2023 | 114.24     |
| 106928                                    | ICMA Membership Renewals              | Member #: 515216 Renewal through J     | 06/21/2023 | 1,015.49   |

| Check No.                                   | Vendor/Employee                      | Transaction Description               | Date       | Amount     |
|---------------------------------------------|--------------------------------------|---------------------------------------|------------|------------|
| 106931                                      | Kone Inc                             | Maintenance Period: 6/1/23 - 5/31/24  | 06/21/2023 | 3,795.84   |
| 106935                                      | Linn Building Maintenance            | June Cleaning                         | 06/21/2023 | 8,626.00   |
| 106943                                      | Redpath and Company LLC              | Completion of the 2022 Audit          | 06/21/2023 | 47,000.00  |
| 106945                                      | Shred-N-Go, Inc.                     | Shredding Services                    | 06/21/2023 | 71.89      |
| 106962                                      | ARAMARK Services                     | Coffee                                | 06/28/2023 | 1,120.14   |
| 106977                                      | Ehlers & Associates, Inc.            | General Consulting Services           | 06/28/2023 | 140.00     |
| 106990                                      | Kennedy & Graven, Chartered          | Retainer and Expenses                 | 06/28/2023 | 16,110.04  |
| 106992                                      | League of MN Cities                  | 2023 LMC Annual Conference Awards     | 06/28/2023 | 50.00      |
| 107001                                      | National Awards & Fine Gifts         | Custom Aluminum Name Tags             | 06/28/2023 | 351.70     |
| 107010                                      | Recycle Technologies, Inc.           | Bulb Recycling                        | 06/28/2023 | 140.00     |
| 107020                                      | St. Paul Pioneer Press               | May Advertising                       | 06/28/2023 | 497.84     |
| Total for Department: 01 General Government |                                      |                                       |            | 503,181.01 |
| Department: 02 Public Safety                |                                      |                                       |            |            |
| 0                                           | Advanced Graphix, Inc.               | 2018 Red Chevy Tahoe Decal Repair     | 06/21/2023 | 161.50     |
| 0                                           | Aldi-CC                              | Employee Recognition                  | 06/27/2023 | 83.90      |
| 0                                           | Amazon.com- CC                       | MagSafe Mount                         | 06/27/2023 | 387.87     |
| 0                                           | Bulldog-CC                           | Training Meal                         | 06/27/2023 | 50.10      |
| 0                                           | Caribou Coffee- CC                   | Coffee - Training                     | 06/27/2023 | 77.63      |
| 0                                           | Costco-CC                            | Cleaning Supplies                     | 06/27/2023 | 292.76     |
| 0                                           | Cub Foods- CC                        | Dishwasher Soap                       | 06/27/2023 | 8.58       |
| 0                                           | DPS Firefighter-CC                   | License Fee                           | 06/27/2023 | 75.00      |
| 0                                           | Hang Hero-CC                         | Wall Hanging Supplies                 | 06/27/2023 | 54.96      |
| 0                                           | IAATI-CC                             | Training Course - Wiesner             | 06/27/2023 | 355.00     |
| 0                                           | Innovative Office Solutions          | Office Supplies                       | 06/28/2023 | 213.06     |
| 0                                           | Jeffrey Lopez                        | Tuition Reimbursement                 | 06/28/2023 | 1,119.00   |
| 0                                           | Jimmy John's- CC                     | Training Meal                         | 06/27/2023 | 334.46     |
| 0                                           | Keys Cafe & Bakery-CC                | Training Meal                         | 06/27/2023 | 51.21      |
| 0                                           | License Center-Non Bank              | Registration for 2023 Dodge Charger I | 06/14/2023 | 25.00      |
| 0                                           | Minnesota Healthcare Consortium - No | Health Insurance Premium for May      | 06/14/2023 | 2,160.04   |
| 0                                           | Mitchell Christensen                 | Tuition Reimbursement - PD            | 06/28/2023 | 1,500.00   |
| 0                                           | MN LEMA-CC                           | Memorial Day Wreaths                  | 06/27/2023 | 170.00     |
| 0                                           | Nelsons Cheese & Deli-CC             | Interviews Lunch                      | 06/27/2023 | 114.99     |
| 0                                           | NFPA Natl Fire Protect-CC            | Subscription                          | 06/27/2023 | 502.19     |
| 0                                           | Nitti Sanitation-CC                  | Trash Services                        | 06/27/2023 | 230.74     |
| 0                                           | Northland Fools-CC                   | Training Course                       | 06/27/2023 | 262.36     |
| 0                                           | PayPal-CC                            | Homeless Outreach - Car Repairs       | 06/27/2023 | 200.00     |
| 0                                           | Raising Canes-CC                     | Meal                                  | 06/27/2023 | 10.61      |
| 0                                           | SFM-Non Bank                         | Invoice 22381 - Fire Indemnity        | 06/14/2023 | 2,241.52   |
| 0                                           | Suburban Ace Hardware-CC             | Operating Supplies                    | 06/27/2023 | 141.08     |
| 0                                           | Uline-CC                             | Labels                                | 06/27/2023 | 37.50      |
| 0                                           | White Bear Mitsubishi-CC             | Repair Diagnosis                      | 06/27/2023 | 129.99     |
| 0                                           | Xcel Energy                          | June Xcel Billings                    | 06/21/2023 | 85.30      |
| 0                                           | Xcel Energy                          | June Xcel Billings                    | 06/28/2023 | 2,225.97   |
| 106841                                      | Aspen Mills Inc.                     | Uniforms                              | 06/14/2023 | 179.85     |
| 106890                                      | Ramsey County Fire Chiefs Assoc.     | 2023 RC Fire Academy                  | 06/14/2023 | 1,725.00   |
| 106896                                      | TK Elevator Corp.                    | Gold - Full Maintenance               | 06/14/2023 | 490.47     |
| 106909                                      | Aspen Mills Inc.                     | Uniform M. Wallace                    | 06/21/2023 | 1,473.23   |
| 106916                                      | Comcast                              | Business Services 6/18 - 7/17/23      | 06/21/2023 | 111.65     |
| 106926                                      | Henry Schein, Inc.                   | First Aid Supplies                    | 06/21/2023 | 643.47     |
| 106935                                      | Linn Building Maintenance            | June Cleaning                         | 06/21/2023 | 1,400.00   |
| 106963                                      | Aspen Mills Inc.                     | Uniform - I. Diaz                     | 06/28/2023 | 103.90     |
| 106976                                      | DVS Special Services                 | Tabs for 99 Honda Civic, VIN: 1HGE    | 06/28/2023 | 14.25      |
| Total for Department: 02 Public Safety      |                                      |                                       |            | 19,444.14  |
| Department: 03 Public Works                 |                                      |                                       |            |            |
| 0                                           | Amazon.com- CC                       | Mailbox                               | 06/27/2023 | 136.89     |
| 0                                           | Applebee's-CC                        | iCloud Storage                        | 06/27/2023 | 1.98       |
| 0                                           | Corporate Connection, Inc.           | Clothing - B. Belde                   | 06/21/2023 | 1,235.28   |
| 0                                           | Cushman Motor Co Inc                 | 5 Bolt 15" Winter Rim C250/2          | 06/21/2023 | 534.73     |
| 0                                           | Dan Turner                           | New maul and handle                   | 06/28/2023 | 48.57      |



| Check No.                             | Vendor/Employee                         | Transaction Description                | Date       | Amount     |
|---------------------------------------|-----------------------------------------|----------------------------------------|------------|------------|
| 0                                     | Factory Motor Parts, Co.                | FVP POLY V BELT                        | 06/14/2023 | 146.68     |
| 0                                     | Factory Motor Parts, Co.                | CCA840 RC145                           | 06/21/2023 | 147.03     |
| 0                                     | Factory Motor Parts, Co.                | Tethered Fuel Cap                      | 06/28/2023 | 19.71      |
| 0                                     | Forest Lake Contracting, Inc.           | TH @ Lexington Lighting Conduit        | 06/14/2023 | 7,380.00   |
| 0                                     | Home Depot- CC                          | Mailbox Supplies                       | 06/27/2023 | 98.58      |
| 0                                     | Innovative Office Solutions             | Office Supplies                        | 06/28/2023 | 61.71      |
| 0                                     | MacQueen Equipment                      | Rim 16", Valve Stem                    | 06/28/2023 | 1,454.88   |
| 0                                     | Mansfield Oil Company of Gainesville,   | Dyed B20 ULS2 Clean365                 | 06/21/2023 | 24,303.14  |
| 0                                     | McMaster-Carr                           | Wrap-Around Sleeving, Hose Fitting     | 06/21/2023 | 160.71     |
| 0                                     | McMaster-Carr                           | Helical Insert with Tools              | 06/28/2023 | 70.19      |
| 0                                     | Menards-CC                              | Mailbox Supplies                       | 06/27/2023 | 478.43     |
| 0                                     | Midway Ford Co.                         | Vehicle Labor                          | 06/14/2023 | 822.69     |
| 0                                     | Midway Ford Co.                         | FO*G ROD ASY                           | 06/21/2023 | 25.41      |
| 0                                     | MN Dept of Revenue-Non Bank             | April 2023 Fuel Tax                    | 06/14/2023 | 173.57     |
| 0                                     | MTI Distributing, Inc.                  | Coolant Reservoir ASM                  | 06/21/2023 | 159.30     |
| 0                                     | Napa Auto Parts                         | 2014 Ford F350 Taillight Lens Assembl  | 06/14/2023 | 48.94      |
| 0                                     | Napa Auto Parts                         | V-Belt                                 | 06/21/2023 | 42.16      |
| 0                                     | Napa Auto Parts                         | Fuel Pump Assembly Return from Inv     | 06/28/2023 | 75.29      |
| 0                                     | Premium Waters Inc                      | Coffee                                 | 06/28/2023 | 86.48      |
| 0                                     | Rick Person                             | Purchase Reimbursement - Walmart/Ti    | 06/14/2023 | 21.07      |
| 0                                     | SFM-Non Bank                            | Invoice 22381 - Streets Indemnity      | 06/14/2023 | 3,181.24   |
| 0                                     | Snap On-CC                              | Pliers, Wire Brush Set                 | 06/27/2023 | 62.15      |
| 0                                     | T. A. Schifsky & Sons, Inc.             | Yard Purchases 5/21 - 5/27/23          | 06/14/2023 | 383.46     |
| 0                                     | Xcel Energy                             | June Xcel Billings                     | 06/28/2023 | 13,777.43  |
| 106840                                | Allstate Peterbilt of South St. Paul    | Filter                                 | 06/14/2023 | 33.43      |
| 106842                                | Batteries Plus Bulbs #029               | DC 12V                                 | 06/14/2023 | 186.70     |
| 106848                                | Cintas Corporation                      | Clothing                               | 06/14/2023 | 45.36      |
| 106858                                | H & L Mesabi Company                    | Blower Blade/ Plow Bolt w/ Nut         | 06/14/2023 | 455.01     |
| 106865                                | Jeff Belzers Roseville Chrysler Dodge . | Hose-Heater                            | 06/14/2023 | 906.72     |
| 106875                                | Martin Marietta Materials Inc           | Patching                               | 06/14/2023 | 2,823.24   |
| 106889                                | Ramsey County                           | RC Fleet Support Fee for May           | 06/14/2023 | 109.20     |
| 106902                                | Warning Lites of MN, Inc.               | 2023 Centerline Striping               | 06/14/2023 | 8,805.49   |
| 106910                                | Astleford International                 | Return, Pump Assy, Fuel Elect Brushlk  | 06/21/2023 | 1,108.71   |
| 106914                                | Cintas Corporation                      | Clothing                               | 06/21/2023 | 42.70      |
| 106930                                | Jeff Belzers Roseville Chrysler Dodge . | Fuel Induction Service                 | 06/21/2023 | 172.87     |
| 106955                                | Tri State Bobcat, Inc                   | Vehicle Supplies                       | 06/21/2023 | 1,558.22   |
| 106969                                | Cintas Corporation                      | Clothing                               | 06/28/2023 | 42.70      |
| 106998                                | Minnesota Hoist Inspection, Inc.        | Standard Automotive Lift Inspection, 5 | 06/28/2023 | 1,349.96   |
| 107008                                | Powerplan BF                            | Vehicle Supplies                       | 06/28/2023 | 6,770.22   |
| Total for Department: 03 Public Works |                                         |                                        |            | 79,548.23  |
| Total for Fund:100 General Fund       |                                         |                                        |            | 701,771.61 |

| Check No.                                 | Vendor/Employee | Transaction Description          | Date       | Amount |
|-------------------------------------------|-----------------|----------------------------------|------------|--------|
| Fund: 101 General Fund Donations          |                 |                                  |            |        |
| Department: 02 Public Safety              |                 |                                  |            |        |
| 0                                         | Uber-CC         | Accidental Purchase - C McCollor | 06/27/2023 | 50.00  |
| Total for Department: 02 Public Safety    |                 |                                  |            | 50.00  |
| Total for Fund:101 General Fund Donations |                 |                                  |            | 50.00  |

| Check No.                                      | Vendor/Employee                      | Transaction Description              | Date       | Amount    |
|------------------------------------------------|--------------------------------------|--------------------------------------|------------|-----------|
| Fund: 103 Contracted Engineering Svcs          |                                      |                                      |            |           |
| Department: 00 General Function                |                                      |                                      |            |           |
| 0                                              | LINA                                 | Bill Referece 15688_060123, Acct ID: | 06/28/2023 | 95.15     |
| 0                                              | Minnesota Healthcare Consortium - No | Health Insurance Premium for May     | 06/14/2023 | 957.70    |
| 0                                              | Short Elliott Hendrickson, Inc.      | Verizon C-Band LTE @ CC Monopole     | 06/21/2023 | 117.02    |
| 106850                                         | Custom Pools, Inc                    | Erosion Control Escrow Refund, EC22  | 06/14/2023 | 1,000.00  |
| 106854                                         | Element Design-Build, LLC            | Erosion Control Escrow Refund, EC22  | 06/14/2023 | 6,000.00  |
| 106970                                         | Commercial Partners Title, LLC       | Erosion Control Escrow Refund - EC2  | 06/28/2023 | 20,000.00 |
| 106990                                         | Kennedy & Graven, Chartered          | Cellular Leases RS160-00004          | 06/28/2023 | 550.00    |
| Total for Department: 00 General Function      |                                      |                                      |            | 28,719.87 |
| Total for Fund:103 Contracted Engineering Svcs |                                      |                                      |            | 28,719.87 |

| Check No.                                   | Vendor/Employee | Transaction Description           | Date       | Amount |
|---------------------------------------------|-----------------|-----------------------------------|------------|--------|
| Fund: 104 Accounting Services               |                 |                                   |            |        |
| Department: 01 General Government           |                 |                                   |            |        |
| 0                                           | GFOA- CC        | CPFO Candidate Renewal Fee - Kent | 06/27/2023 | 600.00 |
| Total for Department: 01 General Government |                 |                                   |            | 600.00 |
| Total for Fund:104 Accounting Services      |                 |                                   |            | 600.00 |

| Check No.                                   | Vendor/Employee                      | Transaction Description              | Date       | Amount   |
|---------------------------------------------|--------------------------------------|--------------------------------------|------------|----------|
| Fund: 110 Telecommunications                |                                      |                                      |            |          |
| Department: 00 General Function             |                                      |                                      |            |          |
| 0                                           | LINA                                 | Bill Referece 15688_060123, Acct ID: | 06/28/2023 | 100.18   |
| 0                                           | Minnesota Healthcare Consortium - No | Health Insurance Premium for May     | 06/14/2023 | 2,112.59 |
|                                             |                                      |                                      |            |          |
| Total for Department: 00 General Function   |                                      |                                      |            | 2,212.77 |
| Department: 01 General Government           |                                      |                                      |            |          |
| 0                                           | North Suburban Access Corp.          | 2023 May Municipal Meeting Service:  | 06/28/2023 | 1,608.55 |
|                                             |                                      |                                      |            |          |
| Total for Department: 01 General Government |                                      |                                      |            | 1,608.55 |
|                                             |                                      |                                      |            |          |
| Total for Fund:110 Telecommunications       |                                      |                                      |            | 3,821.32 |

| Check No.                                   | Vendor/Employee      | Transaction Description | Date       | Amount   |
|---------------------------------------------|----------------------|-------------------------|------------|----------|
| Fund: 111 IT: Roseville Capital             |                      |                         |            |          |
| Department: 01 General Government           |                      |                         |            |          |
| 106972                                      | Dell Marketing, L.P. | FD New Computer         | 06/28/2023 | 1,846.40 |
| Total for Department: 01 General Government |                      |                         |            | 1,846.40 |
| Total for Fund:111 IT: Roseville Capital    |                      |                         |            | 1,846.40 |



| Check No.                              | Vendor/Employee     | Transaction Description | Date       | Amount    |
|----------------------------------------|---------------------|-------------------------|------------|-----------|
| Fund: 114 IT: Inventory - ALL          |                     |                         |            |           |
| Department: 01                         |                     |                         |            |           |
| 0                                      | Metro-INET Non Bank |                         | 06/14/2023 | 15,452.42 |
| Total for Department: 01               |                     |                         |            | 15,452.42 |
| Total for Fund:114 IT: Inventory - ALL |                     |                         |            | 15,452.42 |

| Check No.                                 | Vendor/Employee                      | Transaction Description                 | Date       | Amount    |
|-------------------------------------------|--------------------------------------|-----------------------------------------|------------|-----------|
| Fund: 200 Recreation Fund                 |                                      |                                         |            |           |
| Department: 00 General Function           |                                      |                                         |            |           |
| 0                                         | LINA                                 | Bill Referece 15688_060123, Acct ID:    | 06/28/2023 | 423.15    |
| 0                                         | Minnesota Healthcare Consortium - No | Health Insurance Premium for May        | 06/14/2023 | 11,040.93 |
| 0                                         | MN Dept of Revenue-Non Bank          | April 2023 Sales Tax and Use            | 06/14/2023 | 2,604.74  |
| Total for Department: 00 General Function |                                      |                                         |            | 14,068.82 |
| Department: 04 Recreation                 |                                      |                                         |            |           |
| 0                                         | Adobe System-CC                      | Office supplies                         | 06/27/2023 | 16.10     |
| 0                                         | Amazon.com- CC                       | Personal Purchase                       | 06/27/2023 | 55.52     |
| 0                                         | Ancom Technical Center               | Radio Rental                            | 06/28/2023 | 150.00    |
| 0                                         | Angel Benes                          | Taught 1 Class                          | 06/21/2023 | 112.50    |
| 0                                         | Breanna Burmester                    | Sand Volleyball Official                | 06/14/2023 | 104.00    |
| 0                                         | Breanna Burmester                    | Sand Volleyball Official                | 06/28/2023 | 104.00    |
| 0                                         | Certified Laboratories, Inc.         | USOLV                                   | 06/21/2023 | 508.50    |
| 0                                         | Chris Sonterre                       | Union Clothing Purchase Reimburse       | 06/28/2023 | 53.98     |
| 0                                         | Comcast-CC                           | Park Buildings Comcast Bill             | 06/27/2023 | 303.10    |
| 0                                         | Costco-CC                            | Cake for Event                          | 06/27/2023 | 216.41    |
| 0                                         | Cub Foods- CC                        | Sprouts Snacks                          | 06/27/2023 | 16.96     |
| 0                                         | Daniel Kuch                          | Community Band Director- Jan-Jun 20     | 06/21/2023 | 1,000.00  |
| 0                                         | Dennis De La Torre                   | Sand Volleyball Official                | 06/14/2023 | 104.00    |
| 0                                         | DG Minnesota CS 2021, LLC            | May Billings 2023                       | 06/28/2023 | 1,275.55  |
| 0                                         | Eve Maas                             | Sand Volleyball Official                | 06/14/2023 | 156.00    |
| 0                                         | Eve Maas                             | Sand Volleyball Official                | 06/28/2023 | 208.00    |
| 0                                         | Fikes, Inc.                          | Restroom Supplies                       | 06/21/2023 | 299.05    |
| 0                                         | Flowerama-CC                         | Flowers for Ice Show                    | 06/27/2023 | 286.82    |
| 0                                         | Hannah Dunn                          | Mileage Reimbursement 5/13/23           | 06/14/2023 | 25.55     |
| 0                                         | John Lambrecht                       | Sand Volleyball Official                | 06/14/2023 | 208.00    |
| 0                                         | John Lambrecht                       | Sand Volleyball Official                | 06/28/2023 | 156.00    |
| 0                                         | Juan Felipe Ruiz Duque               | Sand Volleyball Official                | 06/14/2023 | 208.00    |
| 0                                         | Juan Felipe Ruiz Duque               | Sand Volleyball Official                | 06/28/2023 | 260.00    |
| 0                                         | Kathie Urbaniak                      | Sand Volleyball Official                | 06/14/2023 | 104.00    |
| 0                                         | Kathie Urbaniak                      | Sand Volleyball Official                | 06/28/2023 | 104.00    |
| 0                                         | Menards-CC                           | Steel Cart                              | 06/27/2023 | 180.96    |
| 0                                         | Misty Nickels                        | Sand Volleyball Official                | 06/14/2023 | 364.00    |
| 0                                         | Misty Nickels                        | Sand Volleyball Official                | 06/28/2023 | 336.00    |
| 0                                         | Molly Keleny                         | Fishing License for Fish Finders Camp   | 06/21/2023 | 26.00     |
| 0                                         | Mood Media-CC                        | Mood Media Subscription                 | 06/27/2023 | 70.00     |
| 0                                         | Natalie Witham                       | Sand Volleyball Official                | 06/28/2023 | 52.00     |
| 0                                         | Nitti Sanitation-CC                  | Trash Services                          | 06/27/2023 | 566.34    |
| 0                                         | NRPA-CC                              | CAPRA Accreditation Training            | 06/27/2023 | 140.00    |
| 0                                         | PetSmart-CC                          | Animal Food                             | 06/27/2023 | 8.58      |
| 0                                         | R & R Specialties of Wisconsin, Inc  | Cart, Batt Watering, 9 gal              | 06/28/2023 | 635.00    |
| 0                                         | Restaurant Depot- CC                 | Concessions Supplies                    | 06/27/2023 | 109.45    |
| 0                                         | Scott Breuer                         | Mileage reimbursement for May 2023      | 06/21/2023 | 38.97     |
| 0                                         | Signarama-CC                         | Restroom Signs                          | 06/27/2023 | 115.00    |
| 0                                         | Sticker Mule-CC                      | Rosefest Stickers/Buttons               | 06/27/2023 | 411.25    |
| 0                                         | Suburban Ace Hardware-CC             | Liquid Nails Heavy Duty                 | 06/27/2023 | 10.72     |
| 0                                         | Taho Sportswear, Inc.                | T-Shirts                                | 06/14/2023 | 1,051.00  |
| 0                                         | Taho Sportswear, Inc.                | T-Shirts                                | 06/21/2023 | 353.50    |
| 0                                         | UPS Store- CC                        | Shipping                                | 06/27/2023 | 15.66     |
| 0                                         | VFW-CC                               | Pizza for Ice Show                      | 06/27/2023 | 73.14     |
| 0                                         | Willie McCray                        | Umpires 6/5 - 6/11/23                   | 06/14/2023 | 3,264.00  |
| 0                                         | Willie McCray                        | Umpires 6/12 - 6/18/23                  | 06/21/2023 | 2,624.00  |
| 0                                         | Willie McCray                        | Umpires 6/20 - 6/25/23                  | 06/28/2023 | 2,624.00  |
| 0                                         | Xcel Energy                          | June Xcel Billings                      | 06/21/2023 | 2,021.29  |
| 0                                         | Xcel Energy                          | June Xcel Billings                      | 06/28/2023 | 17,699.19 |
| 106838                                    | AARP                                 | AARP Refresher Course                   | 06/14/2023 | 255.00    |
| 106843                                    | Travis Birkliid                      | Track Skills & Athletic Sessions 4/22 - | 06/14/2023 | 200.00    |
| 106844                                    | David Brooks                         | Track Skills & Athletic Sessions 4/22 - | 06/14/2023 | 100.00    |
| 106845                                    | Sarah Bruess                         | Track Skills & Athletic Sessions 4/22 - | 06/14/2023 | 200.00    |

| Check No.                           | Vendor/Employee              | Transaction Description                | Date       | Amount    |
|-------------------------------------|------------------------------|----------------------------------------|------------|-----------|
| 106861                              | Judy Hoffman                 | Leaders in Training Refund             | 06/14/2023 | 52.00     |
| 106862                              | Patrick Hubbard              | Sand Volleyball Official               | 06/14/2023 | 52.00     |
| 106863                              | Thomas Imoff                 | Sand Volleyball Official               | 06/14/2023 | 104.00    |
| 106867                              | Peeraphong Moo Kengwichai    | Sand Volleyball Official               | 06/14/2023 | 52.00     |
| 106877                              | MRPA                         | 117 Softball Teams - Registration      | 06/14/2023 | 2,925.00  |
| 106884                              | On Site Companies-OSSTC      | Portables Rental                       | 06/14/2023 | 2,413.42  |
| 106885                              | Chris Peterson               | Track Skills & Athletic Sessions 4/22  | 06/14/2023 | 200.00    |
| 106891                              | Revolutionary Sports, LLC    | Baseball/Basketball/Soccer Classes M   | 06/14/2023 | 5,050.50  |
| 106893                              | Devyn Smith                  | Track Skills & Athletic Sessions 4/22  | 06/14/2023 | 100.00    |
| 106898                              | Tri State Judges Association | Judge Payment - Rose Parade            | 06/14/2023 | 450.00    |
| 106907                              | AARP Driver Safety Program   | Driver Safety Course - 2 members, 3 n  | 06/21/2023 | 115.00    |
| 106915                              | The Cleaning Authority, Inc. | May Monthly Cleaning                   | 06/21/2023 | 3,855.60  |
| 106918                              | Duniya Drum & Dance          | Summer Entertainment                   | 06/21/2023 | 1,200.00  |
| 106922                              | Friends of MN Sinfonia       | Summer Entertainment                   | 06/21/2023 | 1,000.00  |
| 106924                              | William Hale                 | Summer Entertainment                   | 06/21/2023 | 900.00    |
| 106925                              | Michael Handler              | Summer Entertainment                   | 06/21/2023 | 500.00    |
| 106929                              | Ingina, LLC                  | Beginner coder - Pokemon Adventures    | 06/21/2023 | 852.00    |
| 106933                              | Meg Layese                   | Shelter Key Deposit Refund             | 06/21/2023 | 50.00     |
| 106935                              | Linn Building Maintenance    | June Cleaning                          | 06/21/2023 | 3,140.00  |
| 106937                              | MR Cutting Edge              | Ice Scraper Blade Sharpen              | 06/21/2023 | 134.00    |
| 106939                              | On Site Companies-OSSTC      | Bruce Russell and Concordia Portable   | 06/21/2023 | 963.70    |
| 106944                              | Mary Schifsky                | Track Skills & Athletic Sessions Apr 2 | 06/21/2023 | 1,360.00  |
| 106947                              | Nasir Smith                  | Track Skills & Athletic Sessions Apr 2 | 06/21/2023 | 200.00    |
| 106957                              | Greg Ueland                  | Track Skills & Athletic Sessions April | 06/21/2023 | 1,360.00  |
| 106960                              | Action Sports of MN, Inc.    | Skateboard Camp - Session 1            | 06/28/2023 | 3,322.50  |
| 106961                              | Mark E. Adams- Westin        | Summer Entertainment                   | 06/28/2023 | 400.00    |
| 106974                              | Dirty Shorts Brass Band      | Summer Entertainment                   | 06/28/2023 | 400.00    |
| 106987                              | Tom Imhoff                   | Sand Volleyball Official               | 06/28/2023 | 104.00    |
| 106989                              | Peeraphong Moo Kengwichai    | Sand Volleyball Official               | 06/28/2023 | 104.00    |
| 106994                              | Nash Lueken                  | Track Skills and Athletic Sessions Apr | 06/28/2023 | 200.00    |
| 106996                              | MIDC Enterprises             | Toro 2" Elec Globe/Angle Valve         | 06/28/2023 | 166.42    |
| 106997                              | Mike's Pro Shop              | Rosefest                               | 06/28/2023 | 40.00     |
| 106999                              | Minnesota State Band         | Summer Entertainment                   | 06/28/2023 | 350.00    |
| 107004                              | On Site Companies-OSSTC      | Tipped Portable                        | 06/28/2023 | 730.00    |
| 107011                              | Revolutionary Sports, LLC    | Pickleball Camp, Ninja Camp            | 06/28/2023 | 4,478.95  |
| 107012                              | Stephen Joseph Schmidt       | Summer Entertainment                   | 06/28/2023 | 600.00    |
| 107013                              | Shamrock Group, Inc.         | 50LB CO2 Cylinder Rent                 | 06/28/2023 | 30.07     |
| 107014                              | Signarama                    | 13oz Banner                            | 06/28/2023 | 208.29    |
| 107015                              | Smartbox Portable Storage    | Delivery & Container Rental 6/14 - 7/1 | 06/28/2023 | 181.24    |
| 107018                              | Sounds of Hope LTD           | Summer Entertainment                   | 06/28/2023 | 600.00    |
| 107021                              | Stephen Poreda               | July 4th Party in the Park             | 06/28/2023 | 335.00    |
| Total for Department: 04 Recreation |                              |                                        |            | 78,860.78 |
| Total for Fund:200 Recreation Fund  |                              |                                        |            | 92,929.60 |

| Check No.                                     | Vendor/Employee                      | Transaction Description              | Date       | Amount    |
|-----------------------------------------------|--------------------------------------|--------------------------------------|------------|-----------|
| Fund: 204 P & R Contract Maintenance          |                                      |                                      |            |           |
| Department: 00 General Function               |                                      |                                      |            |           |
| 0                                             | LINA                                 | Bill Referece 15688_060123, Acct ID: | 06/28/2023 | 307.18    |
| 0                                             | Minnesota Healthcare Consortium - No | Health Insurance Premium for May     | 06/14/2023 | 6,821.67  |
| Total for Department: 00 General Function     |                                      |                                      |            | 7,128.85  |
| Department: 04 Recreation                     |                                      |                                      |            |           |
| 0                                             | Bachman's-CC                         | Seeds                                | 06/27/2023 | 230.55    |
| 0                                             | Certified Laboratories, Inc.         | Cheetah Pro                          | 06/28/2023 | 1,022.20  |
| 0                                             | Fastenal Company Inc.                | Orange High Vis Shir                 | 06/28/2023 | 322.06    |
| 0                                             | Ferguson Enterprises Inc.-CC         | 6 VDC SLND ASSY                      | 06/27/2023 | 224.49    |
| 0                                             | Fikes, Inc.                          | Restroom Supplies                    | 06/28/2023 | 2,672.65  |
| 0                                             | FleetPride                           | Hose End, Hydraulic Hose, Labor      | 06/28/2023 | 142.50    |
| 0                                             | Fra Dor-CC                           | Black Dirt & Recycle                 | 06/27/2023 | 4,005.55  |
| 0                                             | Frattallones-CC                      | Spray paint                          | 06/27/2023 | 35.96     |
| 0                                             | Gertens Greenhouses-CC               | Gardening Supplies                   | 06/27/2023 | 59.79     |
| 0                                             | Jeff's S.O.S. Drain & Sewer Cleaning | Main Line Cleaning                   | 06/28/2023 | 295.00    |
| 0                                             | Menards-CC                           | Rope Rachet, Utility, Cable Puller   | 06/27/2023 | 572.48    |
| 0                                             | MIDC Enterprises- CC                 | Operating Supplies                   | 06/27/2023 | 1,487.43  |
| 0                                             | MTI Distributing, Inc.               | Vehicle Supplies                     | 06/28/2023 | 342.95    |
| 0                                             | Nitti Sanitation-CC                  | Trash Services                       | 06/27/2023 | 1,061.95  |
| 0                                             | Ramsey County-CC                     | Environmental Health License         | 06/27/2023 | 674.00    |
| 0                                             | Suburban Ace Hardware-CC             | Insect killer                        | 06/27/2023 | 17.99     |
| 0                                             | Wheeler Hardware-CC                  | Wall Stop                            | 06/27/2023 | 7.64      |
| 0                                             | Xcel Energy                          | June Xcel Billings                   | 06/28/2023 | 6,027.59  |
| 106884                                        | On Site Companies-OSSTC              | Portables Rental                     | 06/14/2023 | 71.00     |
| 106935                                        | Linn Building Maintenance            | June Cleaning                        | 06/21/2023 | 325.00    |
| 106966                                        | Carlin Sales Corporation             | Soil Mixes                           | 06/28/2023 | 426.05    |
| 106969                                        | Cintas Corporation                   | Clothing                             | 06/28/2023 | 15.96     |
| 106978                                        | Flagship Recreation                  | Plaque                               | 06/28/2023 | 200.00    |
| 106979                                        | Gary Carlson Equipment, Corp.        | Caution Tape                         | 06/28/2023 | 39.72     |
| 106980                                        | Gertens Greenhouses                  | Plants                               | 06/28/2023 | 570.92    |
| 106996                                        | MIDC Enterprises                     | Valve Box/Cover/Super Pro Rotor      | 06/28/2023 | 262.65    |
| 107009                                        | Precision Landscape & Tree,Inc       | Tree Pruning                         | 06/28/2023 | 4,995.00  |
| 107025                                        | Tri State Bobcat, Inc                | Cable                                | 06/28/2023 | 44.16     |
| Total for Department: 04 Recreation           |                                      |                                      |            | 26,153.24 |
| Total for Fund:204 P & R Contract Maintenance |                                      |                                      |            | 33,282.09 |

| Check No.                                      | Vendor/Employee                       | Transaction Description                | Date       | Amount    |
|------------------------------------------------|---------------------------------------|----------------------------------------|------------|-----------|
| Fund: 260 Community Development                |                                       |                                        |            |           |
| Department: 00 General Function                |                                       |                                        |            |           |
| 0                                              | LINA                                  | Bill Referece 15688_060123, Acct ID:   | 06/28/2023 | 611.66    |
| 0                                              | Minnesota Healthcare Consortium - No  | Health Insurance Premium for May       | 06/14/2023 | 7,336.56  |
| 106856                                         | Gardner Builders US, LLC              | Construction Deposit Refund, 1215 La   | 06/14/2023 | 5,000.00  |
| 106868                                         | Kennedy & Graven, Chartered           | Leagal Services through 4/30, Boaters, | 06/14/2023 | 175.00    |
| 106903                                         | Welsh Construction Corp               | Constuction Deposit Refund, 2501 Fai   | 06/14/2023 | 5,000.00  |
| 106919                                         | Ehlers & Associates, Inc.             | Dominium Professional Services throu   | 06/21/2023 | 1,106.25  |
| 106970                                         | Commercial Partners Title, LLC        | Construction Deposit Refund, 2730 Hc   | 06/28/2023 | 5,000.00  |
| 106990                                         | Kennedy & Graven, Chartered           | Boater's/Dominium Redevelopment TI     | 06/28/2023 | 990.45    |
| 107028                                         | VCC, LLC                              | Construction Deposit Refund, 1620 Cc   | 06/28/2023 | 5,000.00  |
| Total for Department: 00 General Function      |                                       |                                        |            | 30,219.92 |
| Department: 02 Public Safety                   |                                       |                                        |            |           |
| 0                                              | T Mobile-CC                           | Inspector Cell Phones                  | 06/27/2023 | 280.90    |
| 0                                              | US Bank-Non Bank                      | April 2023 Terminal Charges            | 06/14/2023 | 3,508.35  |
| Total for Department: 02 Public Safety         |                                       |                                        |            | 3,789.25  |
| Department: 10 Community Development           |                                       |                                        |            |           |
| 0                                              | Time Saver Off Site Secretarial, Inc. | Planning Commission Meeting 6/7        | 06/28/2023 | 279.75    |
| 107020                                         | St. Paul Pioneer Press                | May Advertising                        | 06/28/2023 | 47.04     |
| Total for Department: 10 Community Development |                                       |                                        |            | 326.79    |
| Total for Fund:260 Community Development       |                                       |                                        |            | 34,335.96 |

| Check No.                                   | Vendor/Employee                      | Transaction Description                | Date       | Amount    |
|---------------------------------------------|--------------------------------------|----------------------------------------|------------|-----------|
| Fund: 265 License Center                    |                                      |                                        |            |           |
| Department: 00 General Function             |                                      |                                        |            |           |
| 0                                           | LINA                                 | Bill Referece 15688_060123, Acct ID:   | 06/28/2023 | 501.22    |
| 0                                           | Minnesota Healthcare Consortium - No | Health Insurance Premium for May       | 06/14/2023 | 11,780.56 |
| 0                                           | MN Dept of Revenue-Non Bank          | April 2023 Sales Tax and Use           | 06/14/2023 | 2,399.10  |
| Total for Department: 00 General Function   |                                      |                                        |            | 14,680.88 |
| Department: 01 General Government           |                                      |                                        |            |           |
| 0                                           | Amazon.com- CC                       | Adhesive Cable Clips                   | 06/27/2023 | 179.21    |
| 0                                           | Electro Watchman, Inc.               | Alarm System Lease through 6/30/24     | 06/28/2023 | 720.00    |
| 0                                           | Fikes, Inc.                          | Restroom Supplies                      | 06/14/2023 | 169.29    |
| 0                                           | Full Slate-CC                        | Renewal Unlimited Appts for 5 staff n  | 06/27/2023 | 49.95     |
| 0                                           | Innovative Office Solutions          | Office Supplies                        | 06/28/2023 | 61.47     |
| 0                                           | McGough Property Management, LLC     | Facility Management                    | 06/21/2023 | 167.08    |
| 0                                           | McGough Property Management, LLC     | Management Fee                         | 06/28/2023 | 526.23    |
| 0                                           | Minn Cor Industries-CC               | Operating Supplies                     | 06/27/2023 | 140.00    |
| 0                                           | USPS-CC                              | Postage                                | 06/27/2023 | 948.65    |
| 0                                           | Xcel Energy                          | June Xcel Billings                     | 06/21/2023 | 697.21    |
| 106927                                      | Hunt Electric Corp                   | Remove outlet and wiring in wall at Lt | 06/21/2023 | 274.50    |
| 106935                                      | Linn Building Maintenance            | June Cleaning                          | 06/21/2023 | 880.00    |
| 106968                                      | CenturyLink                          | Accout No: 651 766-4609 291            | 06/28/2023 | 97.82     |
| 107017                                      | SOS Office Furniture                 | Design-Spec-Travel Fee                 | 06/28/2023 | 165.00    |
| Total for Department: 01 General Government |                                      |                                        |            | 5,076.41  |
| Total for Fund:265 License Center           |                                      |                                        |            | 19,757.29 |

| Check No.                                 | Vendor/Employee                      | Transaction Description              | Date       | Amount |
|-------------------------------------------|--------------------------------------|--------------------------------------|------------|--------|
| Fund: 270 Charitable Gambling             |                                      |                                      |            |        |
| Department: 00 General Function           |                                      |                                      |            |        |
| 0                                         | LINA                                 | Bill Referece 15688_060123, Acct ID: | 06/28/2023 | 3.76   |
| 0                                         | Minnesota Healthcare Consortium - No | Health Insurance Premium for May     | 06/14/2023 | 60.26  |
| Total for Department: 00 General Function |                                      |                                      |            | 64.02  |
| Total for Fund:270 Charitable Gambling    |                                      |                                      |            | 64.02  |



| Check No.                | Vendor/Employee | Transaction Description   | Date       | Amount |
|--------------------------|-----------------|---------------------------|------------|--------|
| Fund: 282                |                 |                           |            |        |
| Department: 01           |                 |                           |            |        |
| 0                        | CDWG- CC        | Video Conferencing Device | 06/27/2023 | 901.55 |
| Total for Department: 01 |                 |                           |            | 901.55 |
| Total for Fund:282       |                 |                           |            | 901.55 |

| Check No.                                 | Vendor/Employee                      | Transaction Description              | Date       | Amount |
|-------------------------------------------|--------------------------------------|--------------------------------------|------------|--------|
| Fund: 290 Police Forfeiture Fund          |                                      |                                      |            |        |
| Department: 00 General Function           |                                      |                                      |            |        |
| 0                                         | LINA                                 | Bill Referece 15688_060123, Acct ID: | 06/28/2023 | 3.98   |
| 0                                         | Minnesota Healthcare Consortium - No | Health Insurance Premium for May     | 06/14/2023 | 85.60  |
| Total for Department: 00 General Function |                                      |                                      |            | 89.58  |
| Total for Fund:290 Police Forfeiture Fund |                                      |                                      |            | 89.58  |

| Check No.                                   | Vendor/Employee                   | Transaction Description               | Date       | Amount    |
|---------------------------------------------|-----------------------------------|---------------------------------------|------------|-----------|
| Fund: 400 Police Vehicle Revolving          |                                   |                                       |            |           |
| Department: 02 Public Safety                |                                   |                                       |            |           |
| 0                                           | Brownells- CC                     | Armory Cleaning Supplies              | 06/27/2023 | 119.17    |
| 0                                           | Crye Precision-CC                 | SWAT Purchases                        | 06/27/2023 | 1,069.92  |
| 0                                           | License Center-Non Bank           | Registration & Title for PD 2023 Chev | 06/14/2023 | 2,570.76  |
| 0                                           | North Georgia Communications - CC | Shoulder Mics                         | 06/27/2023 | 536.00    |
| 0                                           | Warners Stellan-CC                | PD Refrigerators                      | 06/27/2023 | 3,509.96  |
| 106932                                      | Lakes Area Powersports, Inc       | Ranger Crew 1000 Premium              | 06/21/2023 | 21,632.81 |
| 106975                                      | Dodge of Burnsville, Inc.         | 2023 Dodge Durango VIN# 1C4SDJF       | 06/28/2023 | 41,368.00 |
| Total for Department: 02 Public Safety      |                                   |                                       |            | 70,806.62 |
| Total for Fund:400 Police Vehicle Revolving |                                   |                                       |            | 70,806.62 |

| Check No.                                  | Vendor/Employee         | Transaction Description | Date       | Amount |
|--------------------------------------------|-------------------------|-------------------------|------------|--------|
| Fund: 401 Fire Vehicles Revolving          |                         |                         |            |        |
| Department: 02 Public Safety               |                         |                         |            |        |
| 0                                          | Apple-CC                | Magic Keyboard          | 06/27/2023 | 129.00 |
| 0                                          | Carparts.com-CC         | Headlight Replacement   | 06/27/2023 | 416.53 |
| 0                                          | X Training Equipment-CC | Gym Equipment           | 06/27/2023 | 169.00 |
| Total for Department: 02 Public Safety     |                         |                         |            | 714.53 |
| Total for Fund:401 Fire Vehicles Revolving |                         |                         |            | 714.53 |

| Check No.                                         | Vendor/Employee      | Transaction Description            | Date       | Amount   |
|---------------------------------------------------|----------------------|------------------------------------|------------|----------|
| Fund: 403 Public Works Vehicle Revolving          |                      |                                    |            |          |
| Department: 03 Public Works                       |                      |                                    |            |          |
| 0                                                 | Amazon.com- CC       | Office Chairs                      | 06/27/2023 | 1,897.32 |
| 106948                                            | SOS Office Furniture | 3 used Task Chairs - Pub Works/Eng | 06/21/2023 | 1,175.75 |
|                                                   |                      |                                    |            |          |
| Total for Department: 03 Public Works             |                      |                                    |            | 3,073.07 |
|                                                   |                      |                                    |            |          |
| Total for Fund:403 Public Works Vehicle Revolving |                      |                                    |            | 3,073.07 |

| Check No.                                    | Vendor/Employee | Transaction Description        | Date       | Amount    |
|----------------------------------------------|-----------------|--------------------------------|------------|-----------|
| Fund: 405 Admin Equipment Revolving          |                 |                                |            |           |
| Department: 01                               |                 |                                |            |           |
| 106889                                       | Ramsey County   | 2023 JPA Voting System Payment | 06/14/2023 | 14,202.00 |
| Total for Department: 01                     |                 |                                |            | 14,202.00 |
| Total for Fund:405 Admin Equipment Revolving |                 |                                |            | 14,202.00 |

| Check No.                                       | Vendor/Employee                       | Transaction Description | Date       | Amount |
|-------------------------------------------------|---------------------------------------|-------------------------|------------|--------|
| Fund: 409 Central Svcs Equip Revolving          |                                       |                         |            |        |
| Department: 01 General Government               |                                       |                         |            |        |
| 106971                                          | Definitive Technology Solutions, Inc. | Waste Toner             | 06/28/2023 | 107.00 |
| 106983                                          | Great American Financial Services     | Copier Rental           | 06/28/2023 | 332.00 |
|                                                 |                                       |                         |            |        |
| Total for Department: 01 General Government     |                                       |                         |            | 439.00 |
|                                                 |                                       |                         |            |        |
| Total for Fund:409 Central Svcs Equip Revolving |                                       |                         |            | 439.00 |

| Check No.                                   | Vendor/Employee           | Transaction Description           | Date       | Amount   |
|---------------------------------------------|---------------------------|-----------------------------------|------------|----------|
| Fund: 410 Building Improvements             |                           |                                   |            |          |
| Department: 01 General Government           |                           |                                   |            |          |
| 0                                           | Intereum, Inc.            | Office Hallway Chairs             | 06/14/2023 | 2,863.94 |
| 106958                                      | The Vollrath Company, LLC | Counter w/Sink, Mobile Work Table | 06/21/2023 | 4,458.86 |
|                                             |                           |                                   |            |          |
| Total for Department: 01 General Government |                           |                                   |            | 7,322.80 |
|                                             |                           |                                   |            |          |
| Total for Fund:410 Building Improvements    |                           |                                   |            | 7,322.80 |



| Check No.                                  | Vendor/Employee                  | Transaction Description              | Date       | Amount    |
|--------------------------------------------|----------------------------------|--------------------------------------|------------|-----------|
| Fund: 411 Recreation Improvements          |                                  |                                      |            |           |
| Department: 04 Recreation                  |                                  |                                      |            |           |
| 0                                          | Stantec Consulting Services Inc. | Compost Facility/Central Park Buckth | 06/28/2023 | 789.78    |
| 0                                          | Tessman Company                  | GRA JS Athletic Pro 2                | 06/28/2023 | 975.00    |
| 106954                                     | Tree Trust                       | Tree Removals, Plantings, Treatments | 06/21/2023 | 59,308.55 |
| 106978                                     | Flagship Recreation              | Bench, Plaque                        | 06/28/2023 | 2,286.00  |
| 107030                                     | Wilson's Nursery, Inc.           | Trees                                | 06/28/2023 | 1,248.00  |
| Total for Department: 04 Recreation        |                                  |                                      |            | 64,607.33 |
| Total for Fund:411 Recreation Improvements |                                  |                                      |            | 64,607.33 |

| Check No.                                         | Vendor/Employee | Transaction Description | Date       | Amount   |
|---------------------------------------------------|-----------------|-------------------------|------------|----------|
| Fund: 415 Roseville-John Rose Oval Proje          |                 |                         |            |          |
| Department: 04 Recreation                         |                 |                         |            |          |
| 0                                                 | Uline           | Oval Pallets            | 06/21/2023 | 9,822.56 |
| Total for Department: 04 Recreation               |                 |                         |            | 9,822.56 |
| Total for Fund:415 Roseville-John Rose Oval Proje |                 |                         |            | 9,822.56 |

| Check No.                             | Vendor/Employee               | Transaction Description               | Date       | Amount   |
|---------------------------------------|-------------------------------|---------------------------------------|------------|----------|
| Fund: 417 Streetscape                 |                               |                                       |            |          |
| Department: 03 Public Works           |                               |                                       |            |          |
| 106883                                | Oldcastle APG, Inc.           | Hardwood Double Shredded              | 06/14/2023 | 2,138.50 |
| 106946                                | SiteOne Landscape Supply, LLC | Pressure Sprayer, Liquid Herbicide, D | 06/21/2023 | 417.04   |
| Total for Department: 03 Public Works |                               |                                       |            | 2,555.54 |
| Total for Fund:417 Streetscape        |                               |                                       |            | 2,555.54 |

| Check No.                                 | Vendor/Employee | Transaction Description              | Date       | Amount    |
|-------------------------------------------|-----------------|--------------------------------------|------------|-----------|
| Fund: 420 Tree Preservation Fund          |                 |                                      |            |           |
| Department: 04 Recreation                 |                 |                                      |            |           |
| 106954                                    | Tree Trust      | Tree Removals, Plantings, Treatments | 06/21/2023 | 18,720.00 |
| Total for Department: 04 Recreation       |                 |                                      |            | 18,720.00 |
| Total for Fund:420 Tree Preservation Fund |                 |                                      |            | 18,720.00 |

| Check No.                                | Vendor/Employee           | Transaction Description | Date       | Amount |
|------------------------------------------|---------------------------|-------------------------|------------|--------|
| Fund: 534 GO Bonds Series 2020A          |                           |                         |            |        |
| Department: 12 Debt Service              |                           |                         |            |        |
| 106911                                   | Bond Trust Services Corp. | Ref: 81796-PA           | 06/21/2023 | 309.00 |
| Total for Department: 12 Debt Service    |                           |                         |            | 309.00 |
| Total for Fund:534 GO Bonds Series 2020A |                           |                         |            | 309.00 |

| Check No.                                      | Vendor/Employee           | Transaction Description              | Date       | Amount |
|------------------------------------------------|---------------------------|--------------------------------------|------------|--------|
| Fund: 581 TIF #23 Brittany Marion              |                           |                                      |            |        |
| Department: 10 Community Development           |                           |                                      |            |        |
| 106919                                         | Ehlers & Associates, Inc. | HSS TIF Review - Professional Servic | 06/21/2023 | 429.04 |
| Total for Department: 10 Community Development |                           |                                      |            | 429.04 |
| Total for Fund:581 TIF #23 Brittany Marion     |                           |                                      |            | 429.04 |

| Check No.                                      | Vendor/Employee           | Transaction Description              | Date       | Amount |
|------------------------------------------------|---------------------------|--------------------------------------|------------|--------|
| Fund: 583 TIF #21 CPC Redevelopment            |                           |                                      |            |        |
| Department: 10 Community Development           |                           |                                      |            |        |
| 106919                                         | Ehlers & Associates, Inc. | HSS TIF Review - Professional Servic | 06/21/2023 | 429.04 |
| Total for Department: 10 Community Development |                           |                                      |            | 429.04 |
| Total for Fund:583 TIF #21 CPC Redevelopment   |                           |                                      |            | 429.04 |

| Check No.                                      | Vendor/Employee           | Transaction Description               | Date       | Amount |
|------------------------------------------------|---------------------------|---------------------------------------|------------|--------|
| Fund: 585 TIF District #17-Twin Lakes          |                           |                                       |            |        |
| Department: 10 Community Development           |                           |                                       |            |        |
| 106919                                         | Ehlers & Associates, Inc. | General TIF Consulting - Professional | 06/21/2023 | 696.44 |
| Total for Department: 10 Community Development |                           |                                       |            | 696.44 |
| Total for Fund:585 TIF District #17-Twin Lakes |                           |                                       |            | 696.44 |



| Check No.                                      | Vendor/Employee           | Transaction Description              | Date       | Amount |
|------------------------------------------------|---------------------------|--------------------------------------|------------|--------|
| Fund: 586 TIF #18 Sienna Green                 |                           |                                      |            |        |
| Department: 10 Community Development           |                           |                                      |            |        |
| 106919                                         | Ehlers & Associates, Inc. | HSS TIF Review - Professional Servic | 06/21/2023 | 208.22 |
| Total for Department: 10 Community Development |                           |                                      |            | 208.22 |
| Total for Fund:586 TIF #18 Sienna Green        |                           |                                      |            | 208.22 |

| Check No.                                    | Vendor/Employee           | Transaction Description              | Date       | Amount |
|----------------------------------------------|---------------------------|--------------------------------------|------------|--------|
| Fund: 588 TIF District #20: McGough          |                           |                                      |            |        |
| Department: 10                               |                           |                                      |            |        |
| 106919                                       | Ehlers & Associates, Inc. | HSS TIF Review - Professional Servic | 06/21/2023 | 208.22 |
| Total for Department: 10                     |                           |                                      |            | 208.22 |
| Total for Fund:588 TIF District #20: McGough |                           |                                      |            | 208.22 |

| Check No.                                         | Vendor/Employee           | Transaction Description              | Date       | Amount   |
|---------------------------------------------------|---------------------------|--------------------------------------|------------|----------|
| Fund: 589 TIF District #22 Twin Lakes II          |                           |                                      |            |          |
| Department: 10                                    |                           |                                      |            |          |
| 106919                                            | Ehlers & Associates, Inc. | HSS TIF Review - Professional Servic | 06/21/2023 | 3,012.79 |
| Total for Department: 10                          |                           |                                      |            | 3,012.79 |
| Total for Fund:589 TIF District #22 Twin Lakes II |                           |                                      |            | 3,012.79 |

| Check No.                                     | Vendor/Employee | Transaction Description              | Date       | Amount   |
|-----------------------------------------------|-----------------|--------------------------------------|------------|----------|
| Fund: 592 Street Construction - 2022          |                 |                                      |            |          |
| Department: 03 Public Works                   |                 |                                      |            |          |
| 106953                                        | TKDA Associates | Professional Services 4/30 - 5/27/23 | 06/21/2023 | 1,033.43 |
| Total for Department: 03 Public Works         |                 |                                      |            | 1,033.43 |
| Total for Fund:592 Street Construction - 2022 |                 |                                      |            | 1,033.43 |

| Check No.                                 | Vendor/Employee                      | Transaction Description              | Date       | Amount     |
|-------------------------------------------|--------------------------------------|--------------------------------------|------------|------------|
| Fund: 600 Sanitary Sewer                  |                                      |                                      |            |            |
| Department: 00 General Function           |                                      |                                      |            |            |
| 0                                         | LINA                                 | Bill Referece 15688_060123, Acct ID: | 06/28/2023 | 165.69     |
| 0                                         | Minnesota Healthcare Consortium - No | Health Insurance Premium for May     | 06/14/2023 | 1,802.02   |
| 106887                                    | Presbyterian Homes                   | Refund 6 SAC Charges                 | 06/14/2023 | 14,760.90  |
| Total for Department: 00 General Function |                                      |                                      |            | 16,728.61  |
| Department: 05 Sanitary Sewer             |                                      |                                      |            |            |
| 0                                         | Amazon.com- CC                       | Power Inverter, Adapter Plug         | 06/27/2023 | 114.98     |
| 0                                         | Bluefin Payment Systems-Non Bank     | April 2023 UB Payments.com Charge    | 06/14/2023 | 10,823.48  |
| 0                                         | Corporate Connection, Inc.           | Clothing - J. Hill                   | 06/21/2023 | 129.27     |
| 0                                         | General Industrial Supply Co.        | Marking Paint                        | 06/14/2023 | 522.39     |
| 0                                         | Hydro Klean                          | Sanitary Swewer Lining Project       | 06/21/2023 | 123,495.24 |
| 0                                         | InfoSend, Inc.                       | May Billings                         | 06/28/2023 | 478.64     |
| 0                                         | Josh Immerman                        | Work Boots                           | 06/14/2023 | 109.99     |
| 0                                         | Metropolitan Council                 | Waste Water Services                 | 06/21/2023 | 255,964.10 |
| 0                                         | MN Pollution Control-CC              | Training Certification               | 06/27/2023 | 45.97      |
| 0                                         | Northern Tool & Equip- CC            | 10 Gal Spot Sprayer                  | 06/27/2023 | 139.58     |
| 0                                         | Xcel Energy                          | June Xcel Billings                   | 06/21/2023 | 1,273.84   |
| 106859                                    | Kimberly Harley                      | City Sewer Main Back-up              | 06/14/2023 | 1,330.00   |
| 106876                                    | McDonough's Sewer Service, Inc.      | Vacuum Lift Station                  | 06/14/2023 | 2,677.75   |
| 106906                                    | 2277 Roseville West, LLC             | PW Storage Lease Payment for July 20 | 06/21/2023 | 1,671.77   |
| 107016                                    | Lisa Soltermann                      | Sewer Backup Reimbursement           | 06/28/2023 | 1,338.00   |
| Total for Department: 05 Sanitary Sewer   |                                      |                                      |            | 400,115.00 |
| Total for Fund:600 Sanitary Sewer         |                                      |                                      |            | 416,843.61 |

| Check No.                                 | Vendor/Employee                      | Transaction Description                 | Date       | Amount    |
|-------------------------------------------|--------------------------------------|-----------------------------------------|------------|-----------|
| Fund: 610 Water Fund                      |                                      |                                         |            |           |
| Department: 00 General Function           |                                      |                                         |            |           |
| 0                                         | LINA                                 | Bill Referece 15688_060123, Acct ID:    | 06/28/2023 | 269.87    |
| 0                                         | Minnesota Healthcare Consortium - No | Health Insurance Premium for May        | 06/14/2023 | 4,020.96  |
| 106846                                    | GERALD BUHAUG                        | Refund Check 005078-000, 809 LOV        | 06/14/2023 | 55.60     |
| 106855                                    | DONNA FORCIA                         | Refund Check 005871-000, 2970 MII       | 06/14/2023 | 70.49     |
| 106860                                    | Brenda Himrich                       | Hydrant Meter Rental Refund             | 06/14/2023 | 2,000.00  |
| 106864                                    | IMPRESSIVE PRINT                     | Refund Check 018437-000, 1995 OAI       | 06/14/2023 | 124.83    |
| 106869                                    | CHERYL KOESTER                       | Refund Check 000586-000, 664 BELI       | 06/14/2023 | 61.84     |
| 106870                                    | TIM & PAM KURTZ                      | Refund Check 006956-000, 901 PARI       | 06/14/2023 | 81.96     |
| 106871                                    | L A FITNESS                          | Refund Check 012500-000, 2420 CLI       | 06/14/2023 | 175.45    |
| 106873                                    | JOSEPH & MICHELLE LIND               | Refund Check 004410-000, 2852 HUI       | 06/14/2023 | 85.71     |
| 106878                                    | MS RELOCATION SERVICES               | Refund Check 025860-000, 345 CAPI       | 06/14/2023 | 175.51    |
| 106880                                    | DARYL NELSON                         | Refund Check 023354-000, 984 BUR        | 06/14/2023 | 151.48    |
| 106886                                    | KENNETH PETERSON                     | Refund Check 000710-000, 1211 BRO       | 06/14/2023 | 59.00     |
| 106892                                    | GERALD SAGSTETTER                    | Refund Check 000492-000, 1205 AU        | 06/14/2023 | 75.60     |
| 106894                                    | MARK SORENSON                        | Refund Check 006647-000, 2987 W O       | 06/14/2023 | 3.45      |
| 106901                                    | PETER WALSH                          | Refund Check 020089-000, 3213 OLI       | 06/14/2023 | 202.32    |
| 106964                                    | KATHERINE BENSEN                     | Refund Check 015093-000, 1139 BRO       | 06/28/2023 | 72.02     |
| 106967                                    | MONICA CARLSON                       | Refund Check 000301-000, 2430 AR        | 06/28/2023 | 19.19     |
| 106981                                    | JUDITH GODFREY                       | Refund Check 004141-000, 539 HEIN       | 06/28/2023 | 134.41    |
| 106982                                    | MARY GOLD                            | Refund Check 019257-000, 1372 SE        | 06/28/2023 | 202.19    |
| 106984                                    | JUNE HAWKINSON                       | Refund Check 001792-000, 401 CO F       | 06/28/2023 | 63.15     |
| 106986                                    | TRI DZU & HUONG MAI                  | Refund Check 012625-000, 263 CAPI       | 06/28/2023 | 66.20     |
| 106988                                    | ANDREW JOYNER                        | Refund Check 022040-000, 566 TRA        | 06/28/2023 | 148.64    |
| 106991                                    | GORDON KIRCHHAMER                    | Refund Check 003619-000, 2692 GAL       | 06/28/2023 | 59.36     |
| 106993                                    | JOSH LEMKE                           | Refund Check 024241-000, 1254 RO        | 06/28/2023 | 23.20     |
| 106995                                    | Matt Bullock Contracting, Inc        | Hydrant Meter Refund                    | 06/28/2023 | 5,999.62  |
| 107000                                    | ALEXANDER MONTESINO                  | Refund Check 020908-000, 2841 FAF       | 06/28/2023 | 180.39    |
| 107005                                    | OVATION HOMES LLC                    | Refund Check 025596-000, 241 MCC        | 06/28/2023 | 2.35      |
| 107006                                    | WILLARD PHILIPSON                    | Refund Check 001095-000, 3020 CH        | 06/28/2023 | 35.39     |
| 107007                                    | BENJAMIN & REGINA POUPARD            | Refund Check 017684-000, 2164 NO        | 06/28/2023 | 176.91    |
| 107023                                    | SUPREME BRIGHT MINNESOTA V           | Refund Check 025797-000, 3045 CE        | 06/28/2023 | 189.21    |
| 107027                                    | NICK VALENTINI                       | Refund Check 024777-000, 187 WOC        | 06/28/2023 | 181.95    |
| Total for Department: 00 General Function |                                      |                                         |            | 15,168.25 |
| Department: 06 Water Fund                 |                                      |                                         |            |           |
| 0                                         | Able Hose & Rubber Inc               | Operating Supplies                      | 06/21/2023 | 172.88    |
| 0                                         | Adam's Pest Control Inc              | Prevention Rodents                      | 06/14/2023 | 129.92    |
| 0                                         | City of Roseville- Non Bank          | April 2023 City Water Bills Due May     | 06/14/2023 | 2,389.41  |
| 0                                         | Corporate Connection, Inc.           | Clothing - M. Ross                      | 06/21/2023 | 69.23     |
| 0                                         | Cub Foods- CC                        | Pop for training lunch                  | 06/27/2023 | 9.63      |
| 0                                         | Fastenal Company Inc.                | Operating Supplies                      | 06/28/2023 | 805.15    |
| 0                                         | Ferguson Waterworks #2518            | R900 MIU Ugrade Fee                     | 06/21/2023 | 3,581.40  |
| 0                                         | General Industrial Supply Co.        | Rags, Gloves                            | 06/21/2023 | 139.94    |
| 0                                         | InfoSend, Inc.                       | May Billings                            | 06/28/2023 | 478.63    |
| 0                                         | Jets Pizza-CC                        | Pizza                                   | 06/27/2023 | 98.74     |
| 0                                         | License Center-Non Bank              | Registration for 2022 Felling Trailer & | 06/14/2023 | 2,245.34  |
| 0                                         | Michael Ross                         | Work Pants Reimbursement                | 06/28/2023 | 134.97    |
| 0                                         | Micro Center-CC                      | Tower & AH Tower                        | 06/27/2023 | 193.53    |
| 0                                         | SHI International Corp               | Pub Works New Tablet - Microsoft Of     | 06/28/2023 | 300.10    |
| 0                                         | T. A. Schifsky & Sons, Inc.          | Yard Purchases 6/4 - 6/10/23            | 06/28/2023 | 901.50    |
| 0                                         | Xcel Energy                          | June Xcel Billings                      | 06/21/2023 | 7,313.70  |
| 106839                                    | Advanced Engineering & Environment   | Water Utility Financial Services Jan 20 | 06/14/2023 | 4,402.75  |
| 106857                                    | Gary Carlson Equipment, Corp.        | Rental - Trailer Pump                   | 06/14/2023 | 590.79    |
| 106875                                    | Martin Marietta Materials Inc        | Hydrant Move, New Wall                  | 06/14/2023 | 13,350.90 |
| 106888                                    | Q3 Contracting, Inc.                 | Road Signs                              | 06/14/2023 | 4,860.73  |
| 106899                                    | Twin City Water Clinic, Inc.         | May Distribution Samples                | 06/14/2023 | 680.00    |
| 106906                                    | 2277 Roseville West, LLC             | PW Storage Lease Payment for July 20    | 06/21/2023 | 1,671.77  |
| 106908                                    | Advanced Engineering & Environment   | I&C System Services 4/29 - 6/2/23       | 06/21/2023 | 3,939.50  |
| 106911                                    | Bond Trust Services Corp.            | Ref: 81796-PA                           | 06/21/2023 | 166.00    |

| Check No.                           | Vendor/Employee                  | Transaction Description               | Date       | Amount     |
|-------------------------------------|----------------------------------|---------------------------------------|------------|------------|
| 106920                              | Ferguson Enterprises Inc #1657   | Operating Supplies                    | 06/21/2023 | 676.70     |
| 106921                              | Fra-Dor Inc.                     | Concrete, Sand, River Rock            | 06/21/2023 | 3,540.14   |
| 106940                              | Q3 Contracting, Inc.             | Road Signs                            | 06/21/2023 | 345.60     |
| 106951                              | St. Paul Regional Water Services | May 2023 Water, Acct 0709535          | 06/21/2023 | 611,074.92 |
| 106956                              | Twin City Water Clinic, Inc.     | Coliform Bacteria, Tower at 2501 Fair | 06/21/2023 | 200.00     |
| 106985                              | Holcim-MWR, Inc.                 | Select Granular                       | 06/28/2023 | 12,260.50  |
| 106995                              | Matt Bullock Contracting, Inc    | Hydrant Meter Refund                  | 06/28/2023 | -5.11      |
| 107002                              | Northland Paving, LLC            | Completion of the wear course of wate | 06/28/2023 | 4,200.00   |
| 107029                              | Water Conservation Service, Inc. | Leak Locates                          | 06/28/2023 | 1,043.06   |
| Total for Department: 06 Water Fund |                                  |                                       |            | 681,962.32 |
| Total for Fund:610 Water Fund       |                                  |                                       |            | 697,130.57 |

| Check No.                                 | Vendor/Employee                      | Transaction Description                | Date       | Amount    |
|-------------------------------------------|--------------------------------------|----------------------------------------|------------|-----------|
| Fund: 620 Golf Course                     |                                      |                                        |            |           |
| Department: 00 General Function           |                                      |                                        |            |           |
| 0                                         | LINA                                 | Bill Referece 15688_060123, Acct ID:   | 06/28/2023 | 210.37    |
| 0                                         | Minnesota Healthcare Consortium - No | Health Insurance Premium for May       | 06/14/2023 | 1,090.50  |
| 0                                         | MN Dept of Revenue-Non Bank          | April 2023 Sales Tax and Use           | 06/14/2023 | 514.16    |
| 0                                         | Xcel Energy                          | June Xcel Billings                     | 06/28/2023 | -93.93    |
| Total for Department: 00 General Function |                                      |                                        |            | 1,721.10  |
| Department: 07 Golf Course                |                                      |                                        |            |           |
| 0                                         | A-1 Vacuum Cleaner Co.-CC            | Vacuum Parts                           | 06/27/2023 | 107.35    |
| 0                                         | Cub Foods- CC                        | Soda for Sale                          | 06/27/2023 | 39.09     |
| 0                                         | Davis Lock & Safe-CC                 | Materials                              | 06/27/2023 | 81.56     |
| 0                                         | Electro Watchman, Inc.               | Clubhouse Fire Alarm Monitoring thr    | 06/28/2023 | 1,665.97  |
| 0                                         | Fikes, Inc.                          | Restroom Supplies                      | 06/21/2023 | 467.55    |
| 0                                         | Hornungs Pro Golf Sales, Inc.        | Merchandise for Sale                   | 06/21/2023 | 919.19    |
| 0                                         | Menards-CC                           | Sharpies                               | 06/27/2023 | 13.94     |
| 0                                         | MIDC Enterprises- CC                 | Purple, primer quart                   | 06/27/2023 | 84.36     |
| 0                                         | MTI Distributing, Inc.               | Ball Joint Receiver ASM, Coupling-Q    | 06/21/2023 | 793.35    |
| 0                                         | Nitti Sanitation-CC                  | Trash Services                         | 06/27/2023 | 457.76    |
| 0                                         | Restaurant Depot- CC                 | Concessions for Sale                   | 06/27/2023 | 875.19    |
| 0                                         | Suburban Ace Hardware-CC             | O-Rings                                | 06/27/2023 | 2.66      |
| 0                                         | Target- CC                           | Operating Supplies                     | 06/27/2023 | 5.37      |
| 0                                         | Uline                                | Shelving, Cart, White Board            | 06/21/2023 | 613.99    |
| 0                                         | US Bank-Non Bank                     | April 2023 Terminal Charges            | 06/14/2023 | 82.95     |
| 0                                         | Xcel Energy                          | June Xcel Billings                     | 06/28/2023 | 1,460.19  |
| 106866                                    | Anne Johnson                         | Medical Refund for 13 Green Fees       | 06/14/2023 | 198.43    |
| 106912                                    | Callaway Golf Company                | Merchandise for Sale                   | 06/21/2023 | 4,288.34  |
| 106913                                    | Capitol Beverage Sales, LP           | Beverages for Sale                     | 06/21/2023 | 1,229.52  |
| 106917                                    | DLL Finance LLC                      | Contract #101-0541231-000              | 06/21/2023 | 1,891.15  |
| 106936                                    | MIDC Enterprises                     | Battery Operated Controller, Valve, Ac | 06/21/2023 | 441.92    |
| 106949                                    | Srixon/Cleveland Golf/XXIO           | Merchandise for Sale                   | 06/21/2023 | 1,112.46  |
| 106950                                    | St. Paul Pioneer Press               | Account #421977, Ad Reference 0071     | 06/21/2023 | 100.00    |
| 106952                                    | Tio's Food and Beverage              | Concessions Sold June 5 - June 18      | 06/21/2023 | 2,178.45  |
| 106959                                    | Water Utilities Services, Inc        | Conversion ASSY 730, 750, 674 Conv     | 06/21/2023 | 780.00    |
| 106965                                    | Capitol Beverage Sales, LP           | Beverages for Sale                     | 06/28/2023 | 420.30    |
| 107019                                    | St. Odilia                           | Banquet Room Rental - Security Depo    | 06/28/2023 | 200.00    |
| 107024                                    | Tio's Food and Beverage              | 9 & Dine Food Reimbursement - 93 M     | 06/28/2023 | 749.29    |
| Total for Department: 07 Golf Course      |                                      |                                        |            | 21,260.33 |
| Total for Fund:620 Golf Course            |                                      |                                        |            | 22,981.43 |



| Check No.                                 | Vendor/Employee                       | Transaction Description               | Date       | Amount    |
|-------------------------------------------|---------------------------------------|---------------------------------------|------------|-----------|
| Fund: 640 Storm Drainage                  |                                       |                                       |            |           |
| Department: 00 General Function           |                                       |                                       |            |           |
| 0                                         | LINA                                  | Bill Referece 15688_060123, Acct ID:  | 06/28/2023 | 178.68    |
| 0                                         | Minnesota Healthcare Consortium - No  | Health Insurance Premium for May      | 06/14/2023 | 2,942.23  |
| Total for Department: 00 General Function |                                       |                                       |            | 3,120.91  |
| Department: 08 Storm Water                |                                       |                                       |            |           |
| 0                                         | Corporate Connection, Inc.            | Clothing - N. Picha                   | 06/21/2023 | 1,047.23  |
| 0                                         | InfoSend, Inc.                        | May Billings                          | 06/28/2023 | 478.63    |
| 0                                         | New Look Contracting, Inc.            | Pay Request 3, Contract #22-16        | 06/28/2023 | 16,261.71 |
| 0                                         | Sandstrom Land Management, LLC        | Mowing Lot on Cty Rd B2               | 06/14/2023 | 260.00    |
| 0                                         | Time Saver Off Site Secretarial, Inc. | May Meetings                          | 06/28/2023 | 159.00    |
| 0                                         | WSB & Associates, Inc.                | Pond Maintenance Services for April 2 | 06/14/2023 | 676.50    |
| 0                                         | Xcel Energy                           | June Xcel Billings                    | 06/28/2023 | 874.75    |
| 106849                                    | Curtis A Finch                        | 2 Dates of Service May 2023           | 06/14/2023 | 258.00    |
| 106851                                    | Davey Resource Group, Inc.            | Brenner Basin 2023 Maintenance        | 06/14/2023 | 10,500.00 |
| 106904                                    | White Cap, LP                         | Euclid Tammspatch II Gray             | 06/14/2023 | 52.52     |
| 106905                                    | WM Corporate Services, Inc.           | Services 5/1-5/15/23                  | 06/14/2023 | 5,753.86  |
| 106906                                    | 2277 Roseville West, LLC              | PW Storage Lease Payment for July 20  | 06/21/2023 | 1,671.77  |
| 106941                                    | Railroad Management Co. III, LLC      | License Fees 9/8/23 to 9/7/24         | 06/21/2023 | 344.67    |
| 106942                                    | Ramsey County                         | 1/3 Share of Costs Operating Larpente | 06/21/2023 | 1,459.50  |
| Total for Department: 08 Storm Water      |                                       |                                       |            | 39,798.14 |
| Total for Fund:640 Storm Drainage         |                                       |                                       |            | 42,919.05 |

| Check No.                                 | Vendor/Employee                     | Transaction Description              | Date       | Amount |
|-------------------------------------------|-------------------------------------|--------------------------------------|------------|--------|
| Fund: 650 Solid Waste Recycle             |                                     |                                      |            |        |
| Department: 00 General Function           |                                     |                                      |            |        |
| 0                                         | LINA                                | Bill Referece 15688_060123, Acct ID: | 06/28/2023 | 23.03  |
| Total for Department: 00 General Function |                                     |                                      |            | 23.03  |
| Department: 09 Recycle                    |                                     |                                      |            |        |
| 0                                         | Vista Print-CC                      | Custom Yard Signs                    | 06/27/2023 | 28.41  |
| 106882                                    | Northstar Maintenance Management In | 7oz Cold Cups                        | 06/14/2023 | 330.52 |
| Total for Department: 09 Recycle          |                                     |                                      |            | 358.93 |
| Total for Fund:650 Solid Waste Recycle    |                                     |                                      |            | 381.96 |

| Check No.                                 | Vendor/Employee | Transaction Description   | Date       | Amount    |
|-------------------------------------------|-----------------|---------------------------|------------|-----------|
| Fund: 700 Workers Compensation            |                 |                           |            |           |
| Department: 00 General Function           |                 |                           |            |           |
| 0                                         | SFM-Non Bank    | Invoice 22381 - PD Claims | 06/14/2023 | 20,808.45 |
| Total for Department: 00 General Function |                 |                           |            | 20,808.45 |
| Total for Fund:700 Workers Compensation   |                 |                           |            | 20,808.45 |

| Check No.                                 | Vendor/Employee                   | Transaction Description            | Date       | Amount    |
|-------------------------------------------|-----------------------------------|------------------------------------|------------|-----------|
| Fund: 710 Risk Management                 |                                   |                                    |            |           |
| Department: 00 General Function           |                                   |                                    |            |           |
| 106872                                    | League of MN Cities Ins Trust P&C | Claim # LMC GL 000000281507        | 06/14/2023 | 1,565.00  |
| 106934                                    | League of MN Cities Ins Trust P&C | Property/Casualty Coverage Premium | 06/21/2023 | 63,357.00 |
| 106938                                    | OECS - 170064                     | Safety Services for Upcoming Month | 06/21/2023 | 525.00    |
| 107022                                    | Stericycle, Inc.                  | Steri-Safe Economy Monthly         | 06/28/2023 | 295.14    |
|                                           |                                   |                                    |            |           |
| Total for Department: 00 General Function |                                   |                                    |            | 65,742.14 |
|                                           |                                   |                                    |            |           |
| Total for Fund:710 Risk Management        |                                   |                                    |            | 65,742.14 |

| Check No.                                 | Vendor/Employee                       | Transaction Description | Date       | Amount |
|-------------------------------------------|---------------------------------------|-------------------------|------------|--------|
| Fund: 723 HRA Operating Fund              |                                       |                         |            |        |
| Department: 00 General Function           |                                       |                         |            |        |
| 0                                         | Time Saver Off Site Secretarial, Inc. | May Meetings            | 06/28/2023 | 90.50  |
| Total for Department: 00 General Function |                                       |                         |            | 90.50  |
| Total for Fund:723 HRA Operating Fund     |                                       |                         |            | 90.50  |

| Check No.                             | Vendor/Employee                      | Transaction Description                | Date       | Amount   |
|---------------------------------------|--------------------------------------|----------------------------------------|------------|----------|
| Fund: 725 EDA Operating Fund          |                                      |                                        |            |          |
| Department: 00                        |                                      |                                        |            |          |
| 0                                     | Center for Energy and Environment    | Home Energy Squad Planner Visits/At    | 06/28/2023 | 1,550.00 |
| 0                                     | LINA                                 | Bill Referece 15688_060123, Acct ID:   | 06/28/2023 | 54.77    |
| 0                                     | Minnesota Healthcare Consortium - No | Health Insurance Premium for May       | 06/14/2023 | 1,242.99 |
| 106868                                | Kennedy & Graven, Chartered          | General, Legal Services through 4/30/2 | 06/14/2023 | 797.00   |
| 106990                                | Kennedy & Graven, Chartered          | General, Services and Disbursements    | 06/28/2023 | 1,561.00 |
| Total for Department: 00              |                                      |                                        |            | 5,205.76 |
| Total for Fund:725 EDA Operating Fund |                                      |                                        |            | 5,205.76 |



**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 10.b

Department Approval

*Michelle Litrick*

City Manager Approval

*Alvina D.*

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)



General Purchases or Contracts

| Division                      | Vendor                    | Description                           | Key | Budget Amount | P.O. Amount | Budget / CIP |
|-------------------------------|---------------------------|---------------------------------------|-----|---------------|-------------|--------------|
| Public Works (Storm Drainage) | Meyer Contracting, Inc.   | Willow Pond Outlet Maintenance        | (a) | \$ 450,000    | \$ 59,743   | 2023 CIP     |
| Public Works (Streets)        | Compass Minerals          | Road Salt per MN State Bid Contract   | (b) | \$ 223,159    | \$ 114,264  | 2023 Budget  |
| Public Works (Streets)        | North Country GM          | 2024 GMC Sierra 2500 4x4 Regular Cab  | (c) | \$ 56,000     | \$ 45,027   | 2024 CIP     |
| Public Works (Streets)        | North Country GM          | 2023 Chevrolet 5500 Cab & Chassis 2WD | (d) | \$ 82,900     | \$ 55,250   | 2024 CIP     |
| Public Works (Streets)        | Towmaster Truck Equipment | Dump Body/Hydraulics                  | (e) |               | \$ 29,549   | 2024 CIP     |

Key

- (a) Willow Pond has a large outlet structure that controls the elevation of the pond. This outlet was constructed in 1965 and needs periodic maintenance to maintain the functionality of the structure. This year the iron that holds up the catwalk, and other iron that holds up stop logs needs to be replaced and repainted. Overall the concrete portion of the outlet is in good condition and will only need minor skim coating to patch a few issue areas.
- (b) Annual salt purchase from Minnesota State Bid S-763(5) 2023. Salt contract prices were received reflecting a 16% increase from 2022.
- (c) This truck would replace our current 2012 pickup with lift gate, which is due for replacement. Because of ongoing supply chain issues, build slots have been released for 4th quarter 2023 and projected delivery dates in either 1st or 2nd quarter of 2024. Part of the expense would be offset by selling the current 2012 truck once the new setup is complete.
- (d) The 2023 Chevrolet 5500 Cab & Chassis would replace the current 2012 medium duty dump truck, which is scheduled for replacement in 2024. This purchase would be part of the Minnesota State Contract #195787.
- (d) Because of ongoing supply chain issues, we would secure the a build slot for this truck in 2023, and a projected delivery date of 1st quarter of 2024. A portion of this expense would be offset with the sale of the current 2012 medium duty dump truck to cover any overage of budgeted expense.
- (e) Towmaster would be hired to assemble the dump body, hydraulics, and lights to the 2023 Chevrolet 5500 cab and chassis which the provided explanation is above in "(d)". This is part of the Minnesota State Contract #224094.

**City of Roseville  
Public Works Department**

# Memo

**To:** Michelle Pietrick, Finance Director  
**From:** Ryan Johnson, Environmental Manager  
**CC:** Jesse Freihammer, Public Works Director  
**Date:** 7/5/2023  
**Re:** Willow Pond Outlet Maintenance

---

Staff is requesting authorization to approve a contract with Meyer Contracting, Inc. for maintenance of the Willow Pond Outlet.

Willow Pond has a large outlet structure that controls the elevation of the pond. This outlet was constructed in 1965 and needs periodic maintenance to maintain the functionality of the structure. This year the iron that holds up a catwalk, and other iron that holds up stop logs needs to be replaced and repainted. Overall the concrete portion of the outlet is in good condition and will only need minor skim coating to patch a few issue areas.

Staff requested a quote from five vendors for our Willow Pond Outlet Maintenance and two quotes were submitted:

| Contractor              | Quote Total |
|-------------------------|-------------|
| Meyer Contracting, Inc. | \$59,743.40 |
| Bituminous Roadways     | \$88,540.00 |

Even though there were only two quotes for service, staff feels the cost is appropriate based on other projects with similar scopes.

Staff recommends that the Council approve the quote of \$59,743.40 for the Willow Pond Outlet Maintenance to be paid from contract services in the Storm Water Fund.



## Public Works Department

# Memo

**To:** Michelle Pietrick, Finance Director  
**cc:** Jesse Freihammer, Public Works Director  
**From:** Steve Zweber, Street Superintendent  
**Date:** 6/29/2023  
**Re:** Salt Purchase

---

Annual Salt Purchase Minnesota State Bid S-763(5) 2023

2023-2024 Salt Contract prices were received reflecting a 16% increase from 2022.

The 2023 Street Maintenance Operating Supply budget was \$122,400 for winter maintenance material.

Street Maintenance is requesting approval for Compass Minerals 1200ton @ \$95.22 per ton = \$114,264.00



## Public Works Department

# Memo

**To:** Jesse Freihammer, Public Works Director

**From:** Steve Zweber

**Date:** 6/20/23

**Re:** Pickup w/lift gate

---

Our current 2012 Pickup with lift gate is due for replacement.

Supply chain issues and order banks are still affecting this small truck market.

Build slot dates have been released for 4<sup>th</sup> quarter 2023 and projected delivery dates 1<sup>st</sup> or 2<sup>nd</sup> quarter 2024.

\$56,000 is the proposed budgeted in the Public Works/Street 2024 Capital Improvement Plan.

Request approval to purchase 2024 pickup from North Country GM MN State Contract # 199799 for \$45,027.40

Lift gate, toolbox, back rack to follow for \$8,000. Existing truck will be sold once new setup is complete.



## Public Works Department

# Memo

**To:** Jesse Freihammer, Public Works Director

**From:** Steve Zweber

**Date:** 6/20/23

**Re:** Medium Duty Truck

---

Our current 2012 Medium Duty dump body truck is scheduled for replacement in 2024.

Supply chain issues and order banks are still affecting this medium duty truck market.

We have secured a build slot for this truck in 2023. Projected delivery date is late 4<sup>th</sup> quarter 2023 or early 1<sup>st</sup> quarter 2024.

2024 Public Works/Streets Capital Improvement Budget has a proposed budgeted \$82,900 for replacement and reinstallation.

Replacement cab and chassis will be a Chevrolet K5500. Dump box/hydraulics would be installed after delivery.

Request approval to purchase a Chevrolet K5500 from North Country GM MN State Contract #195787 for \$55,250

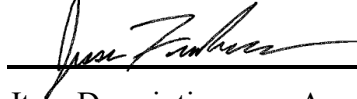
Dump body/hydraulics from Towmaster Truck Equipment MN State Contract # 224094 for \$29,549.00

Sale of existing truck to follow this purchase.

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 10.c

Department Approval



City Manager Approval



Item Description: Approve Resolution Awarding Contract for 2023 Drainage Improvement Project

**BACKGROUND**

The 2023 Drainage Improvement Project consists of storm sewer improvements, grading, and restoration at four different locations around the city. The project bid with two alternates to include two options of installing an updated storm sewer adjacent to Little Lake Johanna. See Attachment B for the 2023 Drainage Improvement Project location map.

The drainage improvement project provides maintenance and infrastructure updates to the city's storm sewer system to relieve drainage and flooding concerns and add water quality components to help protect our water resources. Based on past practice, the City Council has awarded the contract to the lowest responsible bidder. Four qualified bids were received for the project. Upon review of the bids received, Bituminous Roadways, Inc., is the lowest responsible bidder. The table below summarizes bids received:

| Contractor                | Base Bid            | Alternate 1        | Alternate 2         | Base + Alt 1        |
|---------------------------|---------------------|--------------------|---------------------|---------------------|
| Bituminous Roadways, Inc  | \$392,254.00        | \$94,054.50        | \$196,507.00        | \$486,308.50        |
| New Look Contracting, Inc | \$580,449.00        | \$180,551.00       | \$257,871.00        | \$761,000.00        |
| Meyer Contracting Inc     | \$670,236.29        | \$174,738.27       | \$211,312.52        | \$844,974.56        |
| Forest Lake Contracting   | \$624,595.00        | \$800,000.00       | \$750,000.00        | \$1,424,595.00      |
| <b>Engineers Estimate</b> | <b>\$350,745.00</b> | <b>\$94,054.50</b> | <b>\$196,507.00</b> | <b>\$444,799.50</b> |

**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**

Staff received four bids for this project. The low base bid was submitted by Bituminous Roadways, Inc., in the amount of \$392,254.00. The alternate bid 1 from Bituminous Roadways, Inc., was \$94,054.50. The overall base plus alternate 1 low bid of \$486,308.50 was 9% higher than the estimate of \$444,799.50. Staff recommends awarding the base bid plus alternate 1. If approved, staff will work with Bituminous Roadways, Inc., to identify items that can be removed, or how the scope can be modified, to reduce the bid cost to align more with the engineers estimate.

This project is proposed to be paid out of the Storm Sewer Utility Fund.

This project is proposed to be completed by November 30, 2023.

24 **RACIAL EQUITY IMPACT SUMMARY**

25 The overall project should benefit the City as a whole with no negative impacts to historically  
26 disadvantaged communities. All projects include improvements to reducing flooding issues,  
27 improve drainage, and water quality of water resources.

28 **STAFF RECOMMENDATION**

29 Staff recommends approval of a resolution awarding the contract for the 2023 Drainage Improvement  
30 Project in the amount of \$486,308.50 to Bituminous Roadways, Inc.

31 **REQUESTED COUNCIL ACTION**

32 Approve the resolution awarding the contract for the 2023 Drainage Improvement Project in the  
33 amount of \$486,308.50 to Bituminous Roadways, Inc.

34 Prepared by: Ryan Johnson, Environmental Manager  
Attachments: A: Resolution  
B: Map of 2023 Drainage Improvement Project Locations

**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 10<sup>th</sup> day of July 2023, at 6:00 p.m.

The following members were present: ; and and the following were absent: .

Member introduced the following resolution and moved its adoption:

**RESOLUTION No.**

**RESOLUTION AWARDING CONTRACT  
FOR 2023 DRAINAGE IMPROVMENT PROJECT**

WHEREAS, pursuant to advertisement for bids for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said bids were received on Thursday June 26, 2023, at 11:00a.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

| <b>Contractor</b>          | <b>Base Bid</b>     | <b>Alternate 1</b> | <b>Alternate 2</b>  | <b>Base + Alt 1</b> |
|----------------------------|---------------------|--------------------|---------------------|---------------------|
| Bituminous Roadways, Inc.  | \$392,254.00        | \$94,054.50        | \$196,507.00        | \$486,308.50        |
| New Look Contracting, Inc. | \$580,449.00        | \$180,551.00       | \$257,871.00        | \$761,000.00        |
| Meyer Contracting Inc.     | \$670,236.29        | \$174,738.27       | \$211,312.52        | \$844,974.56        |
| Forest Lake Contracting    | \$624,595.00        | \$800,000.00       | \$750,000.00        | \$1,424,595.00      |
| <b>Engineers Estimate</b>  | <b>\$350,745.00</b> | <b>\$94,054.50</b> | <b>\$196,507.00</b> | <b>\$444,799.50</b> |

WHEREAS, it appears that Bituminous Roadways, Inc., is the lowest responsible bidder for the Base Bid plus Alternate 1 Bid at the tabulated price of \$486,308.50.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota:

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Bituminous Roadways, Inc. for \$486,308.50 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.
2. The City Manager is hereby authorized and directed to return forthwith to all bidders the deposits made with their bids, except the deposits of the successful bidder and the next lowest bidder shall be retained until contracts have been signed.



24 The motion for the adoption of the foregoing resolution was duly seconded by Member , and  
25 upon vote being taken thereon, the following voted in favor thereof: ; and and the following  
26 voted against the same: .

27 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA    )  
                                          ) ss  
COUNTY OF RAMSEY    )

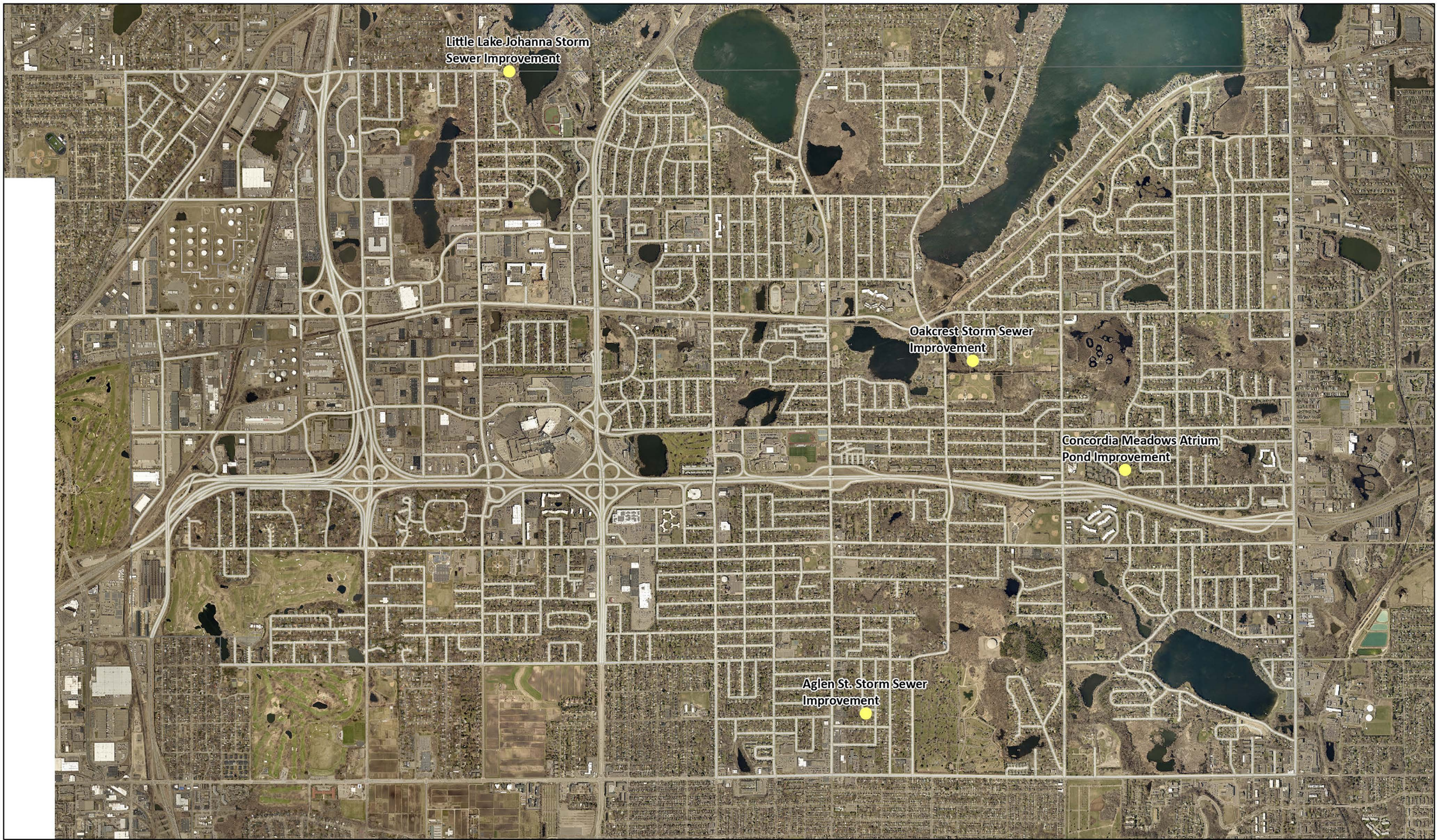
I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 10<sup>th</sup> day of July, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 10<sup>th</sup> day of July, 2023.

\_\_\_\_\_  
Patrick Trudgeon, City Manager

(SEAL)





Prepared by: Engineering Department  
6/29/2023

# 2023 Drainage Improvement Project Locations

Data Sources  
\* Ramsey County GIS (6/7/2022)  
\* City of Roseville Community Development  
\* City of Roseville Finance Department

DISCLAIMER:  
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-762-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subp. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.



2023 Drainage Improvement Project

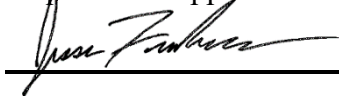




**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Consider Resolution Requesting Conveyance of a Tax Forfeit Parcel,  
Farrington Estates Outlot A, from Ramsey County

**BACKGROUND**

Ramsey County tax parcel 122923430068 (Farrington Estates Outlot A) is located on the north side of County Road B, east of Farrington Street (Attachment D). The parcel is currently owned by the State of MN Trust Exempt as a tax forfeiture. Outlot A was platted in 2016 under a Drainage and Utility Easement due to the regional stormwater treatment this lot area provides for City and Minnesota Department of Transportation right-of-way (ROW). The City was working with the developer since the start of the project to ensure there was enough capacity to treat stormwater runoff from the new development and the public ROW that drains to the outlot. The City's intention was to take over ownership of the lot to manage and maintain the stormwater functionality long term. Outlot A was supposed to be conveyed to the City by the developer when the development received its final approvals, but the outlot went into tax forfeiture instead.

Ramsey County needs the following information to start the conveyance process of Outlot A of Farrington Estates to the City:

- Documentation showing the developer was supposed to convey the parcel to the city and failed to do so prior to forfeiture.
- City resolution requesting the conveyance as allowed for in M.S. 282.01, subd. 1a(f).
- Check to Ramsey County Treasurer for the amount reflected on the attached cost sheet (\$77.70).

As documentation, the City approved a Public Improvement Contract (PIC) with the developer on February 8, 2016. Within the PIC, Section J states "Upon completion and City acceptance of the Public Improvements, all Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action, except as follows: none." (Attachment B). The City Council RCA also notes that the stormwater wetland would be maintained by the City upon final acceptance (Attachment C).

The City plans to keep Outlot A in its current form as a stormwater wetland to provide stormwater rate control and provide water quality treatment to the Villa Park Wetland and McCarrons Lake.

Attached is a resolution that outlines the planned use for the parcel (Attachment A).

28 **POLICY OBJECTIVE**

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

31 **BUDGET IMPLICATIONS**

32 There is the initial cost of \$77.70 to be paid to Ramsey County Treasurer for paperwork associated  
33 with the parcel.

34 There will be annual costs associated with maintenance of the stormwater wetland, pipes and  
35 structures. Maintenance costs will be rolled into the existing pond maintenance program and paid  
36 for out of the Stormwater Utility Fee.

37 **RACIAL EQUITY IMPACT SUMMARY**

38 There should be no equity impacts associated with the conveyance of this parcel to the City. The  
39 parcel as a whole benefited all residents and property owners in the area by providing improved  
40 stormwater management, including flood storage and water quality treatment.

41 **STAFF RECOMMENDATION**

42 The work completed was in accordance with project plans and specifications. Staff recommends the  
43 City Council approve a resolution requesting the conveyance of Farrington Estates Outlot A to the  
44 City from Ramsey County.

45 **REQUESTED COUNCIL ACTION**

46 Motion to adopt the resolution requesting the conveyance of Farrington Estates Outlot A to the City  
47 from Ramsey County.

Prepared by: Ryan Johnson, Environmental Manager  
Attachments: A: Resolution  
B: Farrington Estates Public Improvement Contract (2016)  
C: Farrington Estates Request for Council Action (2016)  
D: Farrington Estates Development (2016)

**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 10th day of July, 2023, at 6:00 p.m.

The following members were present:

and the following were absent:.

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

**RESOLUTION No.**

**RESOLUTION REQUESTING THE CONVEYANCE OF FARRINGTON ESTATES  
OUTLOT A, FROM RAMSEY COUNTY**

WHEREAS, the County of Ramsey manages and holds in trust certain tax-forfeited property described as Farrington Estates Outlot A, located within the municipal bounds of the City of Roseville; and

WHEREAS, the County of Ramsey classifies said property as a tax forfeiture; and

WHEREAS, the entire parcel is under a platted drainage and utility easement; and

WHEREAS, the entire parcel is currently used by the City of Roseville for stormwater management through the use of a stormwater wetland and various pipes and structures; and

WHEREAS, the City of Roseville intends to use the parcel for continued stormwater management.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville Minnesota requests pursuant to Minnesota Statutes Section M.S. 282.01, subd. 1a(f) the conveyance of Farrington Estates Outlot A to the City.

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 the following voted against the same: .

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA    )  
                                          ) SS  
COUNTY OF RAMSEY     )

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 10th day of July, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 10th day of July, 2023.

---

Patrick Trudgeon, City Manager

**PUBLIC IMPROVEMENT CONTRACT**  
**FARRINGTON ESTATES**

I. **Parties.** This Agreement, dated \_\_\_\_\_, 2016, is entered into between the City of Roseville, a Minnesota municipal corporation, whose address is 2660 Civic Center Drive, Roseville, Minnesota 55113 (“the **City**”), and Farrington Estates LLC, a Minnesota limited liability company (the “Owner”) whose address is 18140 Zane Ave NW #314, Elk River, MN, and New Design Properties, LLC, a Minnesota limited liability company whose address is 9183 190th Ave NW, Elk River, MN 55330 (collectively the “**Developer**”).

II. **Request for Plat approval.** The Developer has asked the City to approve a plat of land to be known as “*Farrington Estates*” (also referred to in this Agreement as the “Plat”). The land is legally described as follows:

**See Legal Description attached as Exhibit A hereto (the “Property”).**

III. **Terms and Conditions of Plat Approval.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. **Plat Approval:** Subject to the terms and conditions of this Public Improvement Contract, the recitals above, and all other applicable City Code provisions, the City hereby approves the recording of the Plat.

B. **Land Use:** Low Density Residential.

C. **Public Improvements.** The Developer shall, subject to the terms and conditions contained herein, perform the following work and construct the following improvements (“Public Improvements”) in compliance with City approved Public Improvement Construction Plans described in Section III D below and all rules, regulations, standards and ordinances of the City:

1. Site Grading and Turf Restoration. The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall turf restoration on the Property which shall include seeding, mulching and erosion control.
  - a) The Developer shall submit to the City a site grading and drainage plan for the entire Plat acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.



- b) The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the City after site grading, with street and lot grades.
- c) All improvements to the lots and the final grading shall comply with the approved grading plan.
2. Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
- a) Storm sewer facilities, including ponds and infiltration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
- b) Storm water basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
3. Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.
- a) All unused curb openings along County Road B W and Farrington Street curb line shall be removed and replaced with non- surmountable curb to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.
- b) Utility trenches shall be restored by the Developer per City standard plate.
4. Erosion control. Prior to the commencement of any grading and before any utility construction is commenced or building permits are issued, the erosion control plan must be implemented, inspected and approved by the City. The Developer shall meet all requirements of the City's Erosion Control Ordinance including but not limited to the following.
- a) No construction activity shall be allowed and no building permits shall be issued unless the Property is in full compliance with the erosion control requirements.
- b) Measures shall be installed in compliance with MPCA NPDES permit requirements.
- c) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the Developer 48-hour prior verbal notice (or immediately in the case of an emergency), take such action as it deems appropriate to control erosion, the cost of which action shall be paid by the Developer to the City upon demand.

1 **D. Development Plans.** The Property shall be developed in accordance with the following plans,  
2 specifications and other documents (“Plans”). With the exception of the Plat, the Plans may be  
3 prepared after the parties have entered into this Agreement, provided however, no work shall be  
4 commenced on the Property until all of the Plans have been submitted to and approved by the City.  
5 The Plans shall not be attached to this Agreement, but shall be retained in the City files while the  
6 work to be done under this Agreement is being performed. If the Plans vary from the written terms  
7 of this Agreement, the written terms shall control. The Plans (which are sometimes referred to  
8 herein as the “Public Improvement Construction Plans”) are as follows:

- 9 a) Plat
- 10 b) Utility Plan
- 11 c) Grading, Drainage and Erosion Control Plan
- 12 d) Grading Notes and Details
- 13 e) Street, Sanitary Sewer and Watermain Details
- 14 f) Tree Preservation Plan
- 15 g) Other

16 **E. Notice to Proceed.** The improvements shall be installed in accordance with the City approved Plans  
17 and the rules, regulations, standards and ordinances of the City. The plans and specifications shall  
18 be prepared by a competent registered professional engineer, furnished to the City for review, and  
19 shall be subject to the approval of the City Engineer. No work shall commence on the Property until  
20 the City Engineer notifies the Developer that the work can commence.

- 21 1. The Developer shall obtain all necessary permits from the Minnesota Pollution Control  
22 Agency (MPCA), and other agencies and governmental authorities before proceeding  
23 with construction. Copies of these permits must be provided to the City Engineer.
- 24 2. The Developer or its engineer shall schedule a preconstruction meeting at a mutually  
25 agreeable time at City Hall with all the parties concerned, including City staff, to review  
26 the program for the construction work.
- 27 3. The Developer represents to the City that the Plat complies with all City, County,  
28 Metropolitan, State and Federal laws and regulations including, but not limited to:  
29 subdivision ordinances, zoning ordinances and environmental regulations. If the City  
30 determines that the Plat does not comply, the City may, at its option, refuse to allow  
31 construction or development work on the Property until the Developer does comply.  
32 Upon the City’s demand, the Developer shall cease work until there is compliance.

33  
34 **F. Time of Performance.** The Developer shall complete all required improvements enumerated in  
35 Paragraph C by August 31, 2016. The Developer may, however, forward a request for an extension  
36 of time to the City. If an extension is granted, it shall be conditioned upon updating the security  
37 posted by the Developer to reflect cost increases and the extended completion date.

38 **G. Inspection.** The Developer shall provide the services of a Project Representative and assistants at  
39 the site to provide continuous observation of the work to be performed and the improvements to be  
40 constructed under this Agreement.

1. The Developer shall provide the City Engineer a minimum of one business day notice prior to the commencement of the underground pipe laying; and prior to subgrade, gravel base and bituminous surface construction.
2. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an amount equal to 1% per occurrence, of the amount of the security required for Developer improvements, which amount the Developer agrees to pay to the City upon demand.

H. **Engineering Coordination.** A City Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City inspection services an amount equal to 4% of the estimated cost of the Public Improvements, which amount is \$3,200. This amount shall be paid at or prior to the execution of this Agreement.

I. **Security.** To guarantee compliance with the terms of this Agreement, payment of the costs of all Public Improvements and construction of all Public Improvements, the Developer shall furnish either: a) a cash deposit, or b) an irrevocable letter of credit for \$100,000 in a form to be approved by the City (the "Financial Security"). The amount of the Financial Security is 125% of the estimated cost to construct the Public Improvements. The City shall have the right to draw on the Letter of Credit in the event that the Developer fails to perform any of its obligations under this Agreement.

1. **Reduction of Security.** Periodically upon the Developers written request, the City Engineer may reduce the amount of the Financial Security for completed Public Improvements provided the following conditions are met:
  - a) The Developer's engineer certifies that the Public improvements have been constructed to City Standards and in accordance with the Plans.
  - b) The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.
  - c) The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

The amount of reduction shall be equal to that portion of the Financial Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Financial Security be less than the greater of: (i) 25% of the original amount of the Financial Security, or (ii) 125% of the estimated cost to complete the Public Improvements which have not been completed as determined by the City Engineer.

2. **Release of Security.** This Agreement shall run with the land and may be recorded against the title to the Property. After the work described in this Agreement has been completed,

the Developer may request that the City accept the Public Improvements. This is accomplished through a City Council resolution provided the following conditions are met:

a) **As-built Survey.** The Developer shall provide an as-built survey upon completion of the Public Improvements described in Paragraph C in reproducible and digital (AutoCAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.

b) **Certification.** The Developer's engineer submits a letter certifying that the Public Improvements have been constructed to City Standards in accordance with the Plans and requests that the City accept the Public Improvements.

c) **Payment.** The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.

d) **Determination of Completion.** The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Plans, specifications and terms of this Agreement.

The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements

In the event that a Letter of Credit is given as the Financial Security the term of any Letter of Credit provided by the Developer must be at least one year. Notwithstanding anything to the contrary contained herein, in the event that: i) some or all of the Public Improvements have not been completed and accepted by the City before the expiration date of the Letter of Credit, ii) the City has been notified that the Letter of Credit is not being extended for another term of at least one year, and iii) no replacement Letter of Credit satisfactory to the City has been delivered to the City, the City shall have the right to draw on the full amount of the Letter of Credit at any time prior to the expiration of the Letter of Credit. In the event of such draw on the Letter of Credit, the City shall have the right to use the amount drawn to complete any unfinished Public Improvements, perform any unperformed obligations of the Developer, pay the costs to draw on the Letter of Credit and/or pay any costs to enforce this Agreement. The Letter of Credit shall allow Partial Draws and shall provide that a draw can be made on the Letter of Credit at a location which is in or within 30 miles of the City of Roseville.

J. **Ownership of Improvements and Risk of Loss.** Upon completion and City acceptance of the Public Improvements, all Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action, except as follows: none The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until ownership thereof passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of such Public Improvement passes to the City. The following special requirements shall apply with respect to the maintenance of Public Improvements which have been completed and accepted by the City: The City will take ownership and maintenance of the storm water facilities only after final acceptance.

- 1 K. **Warranty.** The Developer shall install and construct the Public Improvements in accordance with  
2 the terms and conditions of this Agreement. The Developer warrants the Public Improvements and  
3 all work required to be performed by the Developer hereunder against poor material and faulty  
4 workmanship for a period of two (2) years after its completion and acceptance by the City. The  
5 Developer shall repair or replace as directed by the City and at the Developer's sole cost and  
6 expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii)  
7 any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are  
8 diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the  
9 City or its Engineer gives notice of such defect to Developer with respect to such items on or before  
10 60 days following the expiration of the two year warranty period. The Developer shall post  
11 maintenance bonds or other security acceptable to the City to secure the warranties described herein,  
12 which bonds or other security shall be in addition to the Financial Security described herein.
- 13 L. **Park Dedication Fee.** The park dedication fee for Lots 1-6 Block 1 within the Plat shall be \$17,500  
14 and shall be paid to the City of Roseville upon or prior to the execution of this Agreement.
- 15 M. **License.** The Developer hereby grants the City, its agents, employees, officers and contractors a  
16 license to enter the Property to perform all work and inspections deemed appropriate by the City  
17 during the installation of the Public Improvements. This license shall expire after the Property has  
18 been completely developed and all of the Public Improvements have been accepted by the City.
- 19 N. **Construction Management.** The Developer and its contractors and subcontractors shall minimize  
20 impacts from construction on the surrounding neighborhood as follows:
- 21 1. **Definition of Construction Area.** The limits of the Project Area shall be defined with  
22 heavy-duty erosion control fencing approved by the City Engineer. Any grading,  
23 construction or other work outside this area requires approval by the City Engineer and  
24 the affected property owner.
  - 25 2. **Parking and Storage of Materials.** Adequate on-site parking for construction vehicles and  
26 employees must be provided or provisions must be made to have employees park off-site  
27 and be shuttled to the Project Area. No parking of construction vehicles or employee  
28 vehicles shall occur along County Road B without approval of Ramsey County. No fill,  
29 excavating material or construction materials shall be stored in the public right-of-way.
  - 30 3. **Hours of Construction.** Hours of construction, including moving of equipment shall be  
31 limited to the hours between 7 a.m. and 9 p.m. on weekdays and 9 a.m. and 9 p.m. on  
32 weekends.
  - 33 4. **Site Maintenance.** The Developer shall ensure the contractor maintains a clean work site.  
34 Measures shall be taken to prevent debris, refuse or other materials from leaving the site.  
35 Construction debris and other refuse generated from the project shall be removed from  
36 the site in a timely fashion and/or upon the request by the City Engineer. After the  
37 Developer has received twenty-four (24) hour verbal notice, the City shall have the right  
38 to complete or contract to complete the site maintenance work at the Developer's  
39 expense, which amount the Developer shall pay to the City upon demand.
- 40
- 41 O. **Certificate of Insurance.** The Developer shall provide, prior to the commencement of any site  
42 work or other development of the Property, evidence that it has insurance in the form of a Certificate  
43 of Insurance issued by a company authorized to do business in the State of Minnesota, which

includes workman's compensation and general liability. Limits for bodily injury and death shall not be less than \$1,000,000 for one person and \$1,500,000 per occurrence. Limits for property damages shall be not less than \$500,000 for each occurrence. The City shall be included as an additional insured on general liability and property damage policies. The Developer shall provide the City with a renewal certificate of insurance at least 30 days prior to the expiration date of any policy required hereunder.

P. **All Costs Responsibility of Developer.** The Developer shall pay all costs incurred by it and the City in conjunction with this Agreement, the approval of the Plat, the development of the Property, and the construction of the improvements required by this Agreement, including but not limited to, all costs of persons doing work or furnishing skills, tools, machinery and materials; insurance premiums; Letter of Credit fees and bond premiums; legal, planning and engineering fees; the preparation and recording of this Agreement and all easements and other documents relating to the Plat and the Property; and all costs incurred pertaining to the inspection and monitoring of the work performed and improvements constructed on the Property. The City shall not be obligated to pay the Developer or any of its agents or contractors for any costs incurred in connection with the construction of the improvements or the development of the Property. The Developer agrees to defend, indemnify, and hold the City and its mayor, councilmembers, employees, agents and contractors harmless from any and all claims of whatever kind or nature which may arise as a result of the construction of the improvements, the development of the Property or the acts of the Developer, and its employees, agents or contractors in connection thereto.

1. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless from claims made by itself and third parties for damages sustained or costs incurred resulting from Plat approval, development of the Property, construction of the improvements or other work performed on the Property. The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers and employees harmless for all costs, damages or expenses which the City may pay or incur in consequence of such claims, including attorney's fees.
2. The Developer shall pay, or cause to be paid when due, and in any event before any penalty is attached, all charges, costs and fees referred to in this Agreement. This is a personal obligation of the Developer and shall continue in full force and effect even if the Developer sells one or more lots, all of the Property, or any part of it.
3. The Developer shall pay in full all bills submitted to it by the City for obligations incurred under this Agreement within thirty (30) days after receipt. If the bills are not paid on time, the City may, in addition to all other rights and remedies the City may have, halt development and construction work on the Property including, but not limited to, the issuance of building permits for lots which the Developer may or may not have sold, until the bills are paid in full. Bills not paid within thirty (30) days shall accrue interest at the rate of ten percent (10%) per year, or the maximum amount allowed by law, whichever is less.
4. The Developer shall reimburse the City for all costs incurred in the enforcement of this Agreement, including all attorney and engineering fees.
5. In addition to the charges referred to herein, other charges may be imposed such as, but not limited to, sewer availability charges ("SAC"), City water connection charges, City

sewer connection charges, City storm water connection charges and building permit fees.  
The Developer shall pay all such other charges and fees upon being billed by the City.

**Q. Default.** In the event of default by the Developer as to any of the work to be performed by it hereunder, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default not less than 48 hours in advance or immediately before the City commences performing such work in the event of an emergency. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek a court order for permission to enter the Property. When the City does any such work, the City may, in addition to its other remedies, assess the cost in whole or in part, against the Developer and/or the Property.

**R. Remedies.** Upon the occurrence of a breach of this Agreement by the Developer, the City, in addition to any other remedy which may be available to it, shall have the right to do any or all of the following:

1. City may make advances or take other steps to cure the default, and where necessary, enter the Property for that purpose. The Developer shall pay all sums so advanced or expenses incurred by the City upon demand, with interest from the date of such advances or expenses at the rate of 10% per annum or the maximum allowed by law, whichever is less. No action taken by the City pursuant to this section shall be deemed to relieve the Developer from curing any such default or from any other default hereunder. The City shall not be obligated, by virtue of the existence or the exercise of this right, to perform any such act or cure any such default.
2. Obtain an order from a court of competent jurisdiction requiring the Developer to specifically perform its obligations pursuant to the terms and provisions of this Agreement.
3. Obtain an order from a court of competent jurisdiction enjoining the continuation of an event of default.
4. Halt all development work and construction of improvements until such time as the event of default is cured.
5. Withhold the issuance of a building permit and/or prohibit the occupancy of any structure(s) for which permits have been issued.
6. Draw upon and utilize the Developer's Financial Security to cover the costs of the City in order to correct the default, the costs to complete any unfinished Public Improvements, the costs to draw on the Financial Security and/ or the costs to enforce this Agreement.
7. Terminate this Agreement by written notice to Developer at which time all terms and conditions contained herein shall be of no further force or effect and all obligations of the parties imposed hereunder shall be null and void.
8. Exercise any other remedies which may be available to it at law or in equity.

In addition to the remedies and amounts payable set forth or permitted above, upon the occurrence of an event of default, the Developer shall pay to the City all fees and expenses, including attorneys fees, incurred by the City as a result of the event of default, whether or not a lawsuit or other action is formally taken.

1 The Developer shall defend, indemnify, and hold the City and its mayor, councilmembers,  
2 employees, agents and contractors harmless from any liability or damages, including reasonable  
3 attorneys fees, which may be incurred as a result of the exercise of the City's rights pursuant to this  
4 Agreement.

5 S. **Assignment.** The Developer may not assign this Agreement without the written permission of the  
6 Roseville City Council.

7 T. **Notices to the Developer.** Required notices to the Developer shall be in writing, and shall be either  
8 hand delivered to Michael Muniz, or an officer, employee or agent of the Developer, or mailed to the  
9 Developer by registered or certified mail at the following address:

10 Farrington Estates LLC  
11 18140 Zane Ave NW #314  
12 Elk River MN, 55330  
13 Attn: Michael Muniz  
14

15 U. **Notices to the City.** Required notices to the City shall be either hand delivered to the City Engineer,  
16 or mailed to the City by registered or certified mail in care of the **City Engineer at the following**  
17 **address:**

18 City of Roseville  
19 2660 Civic Center Drive  
20 Roseville, Minnesota 55113  
21 Attn: City Engineer  
22

23 **V. Miscellaneous.**

- 24 1. The Developer shall comply with any and all applicable City, County, Metropolitan,  
25 State and Federal laws and regulations including, but not limited to: subdivision  
26 ordinances, zoning ordinances and environmental regulations that may apply to the Plat,  
27 the development of the Property, and the construction of the Public Improvements  
28 described herein.
- 29 2. The terms and conditions of this Agreement shall inure to the benefit of and shall be  
30 binding upon the parties hereto, and their respective successors and assigns.
- 31 3. The obligations of all parties signing this Agreement as a Developer shall be joint and  
32 several.
- 33 4. If any portion, section, subsection, sentence, clause, paragraph or phrase of this  
34 Agreement is for any reason held invalid, such decision shall not affect the validity of the  
35 remaining portions of this Agreement.
- 36 5. The action or inaction of the City shall not constitute a waiver or amendment to the  
37 provisions of this Agreement. To be binding, amendments or waivers must be in writing,  
38 signed by the parties and approved by the Roseville City Council. The City's failure to  
39 promptly take legal action to enforce a default under this Agreement shall not be a waiver  
40 or release of such default.
- 41 6. This Agreement shall run with the land and shall be binding upon the Developer, and its  
42 successors and assigns. The Developer shall, at its expense, record this Agreement with



1 the Ramsey County Recorder if the Property is abstract property and/or with the Ramsey  
2 County Registrar of Titles if the Property is torrens property. The Developer shall, prior  
3 to the time this Agreement is executed and recorded, furnish the City with title evidence  
4 and make arrangements satisfactory to the City to confirm that at the time that this  
5 Agreement is executed and recorded the Developer is the sole fee simple owner of the  
6 Property and that there are no other parties having an interest in, or a lien or encumbrance  
7 against the Property. No work shall commence on the Property prior to the recording of  
8 this Agreement.

- 9 7. This Agreement shall be governed by and construed in accordance with the laws of the  
10 State of Minnesota. Any legal proceeding pertaining to this Agreement, or the rights or  
11 obligations of the parties hereunder, shall be venued in courts or tribunals located in  
12 Ramsey County, Minnesota.
- 13 8. In addition to all other terms and conditions of this Agreement the Developer shall  
14 comply with and perform the Conditions of Development attached hereto as Exhibit B.  
15

1 W. IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first  
2 above written.

3  
4 CITY OF ROSEVILLE

5  
6 By: \_\_\_\_\_  
7 Daniel J. Roe, Mayor

8  
9 By: \_\_\_\_\_  
10 Patrick J. Trudgeon, City Manager

11  
12  
13  
14 STATE OF MINNESOTA )  
15 ) ss  
16 COUNTY OF \_\_\_\_\_ )

17  
18 The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
19 by Daniel J. Roe and Patrick J. Trudgeon, the Mayor and City Manager, respectively, of the City of  
20 Roseville, a Minnesota municipal corporation, on behalf of the corporation.

21  
22  
23 \_\_\_\_\_  
24 Notary Public  
25

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of Farrington Estates LLC, a Minnesota limited liability company, on behalf of the company.

**New Design Properties, LLC**

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

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

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

STATE OF MINNESOTA    )  
                                          ) ss  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_,  
by \_\_\_\_\_, the \_\_\_\_\_ of New Design Properties, LLC,  
a Minnesota limited liability company, on behalf of the company.

\_\_\_\_\_  
Notary Public

THIS INSTRUMENT DRAFTED BY:

City of Roseville  
Engineering Division  
2660 Civic Center Drive  
Roseville, Minnesota 55113

**EXHIBIT A**  
**Legal Description**

Lot 7 of Michel's Rearrangement of Lots 9 to 16 inclusive of Mackubin and Iglehart Addition of Outlots to St. Paul except the East 240 ft of South 200 Feet and subject to State Highway 36, Ramsey County, Minnesota

**EXHIBIT B**  
**Conditions of Development**

1. All property owners shall either dedicate on the Plat or otherwise convey all roadway, utility, drainage, and other easements required by the City.
2. The access points to enter and exit the Property shall be at locations approved by the City and any other governmental entity having jurisdiction over adjacent roadways.
3. The Developer shall provide the City proof that the Developer/Owner is the fee simple owner of all of the Property included in the Plat and that there are no liens, encumbrances or other parties having an interest in the Property at the time the Plat and the Development Agreement are recorded, or make other arrangements which are reasonably satisfactory to the City to assure that title to the Property following the recording of the Plat and the Development Agreement shall be acceptable to the City.
4. The Developer shall pay all unpaid City subdivision review and other fees prior to the City releasing the Plat for recording.
5. No building permits shall be issued for any use of the Property which is not a permitted use.

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: February 8, 2016  
Item No.:

Department Approval



City Manager Approval

Item Description: Farrington Estates – Public Improvement Contract Approval

**BACKGROUND**

The City Council approved the Preliminary Plat for Farrington Estates on June 8, 2015. The existing storm sewer easement through the property was vacated subject to approval of the final plat by the City Council on November 30, 2015.

The Developer, New Design Properties, LLC, has worked with the City to develop the Public Improvement Contract for the new infrastructure that is needed to serve the development. The new public infrastructure includes the replacement of storm sewer pipe and construction of a storm water wetland basin in conjunction with the new development. The storm water wetland basin would be used to treat and retain water from the development and from city right of way. The City would maintain the storm water wetland basin upon final acceptance.

The new development is served by existing streets and utilities so no new public streets or utilities are needed. New private water and sewer services will be extended from the City's mains to each new parcel.

**DISCUSSION**

In order to serve the lots in the plat, the following public improvements need to be made. The detail of such improvements are specified in the Public Improvement Contract (Attachment A) and shown in the plans (Attachment B) and are summarized as follows;

- Site Grading and Turf Restoration. The Developers shall grade the Property in accordance with the City approved Grading, Drainage and Erosion Control Plan. Site grading improvements shall include common excavation, subgrade correction, embankment and pond excavation. The Developer shall turf restoration on the Property which shall include seeding, mulching and erosion control.
  - The Developer shall submit to the City a site grading and drainage plan for the entire Plat acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.
  - The Developer shall furnish the City Engineer satisfactory proof of payment for the site grading work and shall submit a certificate of survey (as- constructed survey) of the development to the City after site grading, with street and lot grades.
  - All improvements to the lots and the final grading shall comply with the approved grading plan.

- Storm sewer construction: The Developer shall construct all storm sewer improvements determined to be necessary by the City to serve the Property, including the construction of outlet control structures and flared end sections.
  - Storm sewer facilities, including ponds and infiltration basins, shall be constructed in accordance with City details, specifications, and the City approved Public Improvement Construction Plans.
  - Storm water basins shall be protected from silt during construction. If these areas do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
- Restoration of existing streets: Curb cuts and street cuts shall be reconstructed to match existing street typical section.
  - All unused curb openings along County Road B W and Farrington Street curb line shall be removed and replaced with non- surmountable curb to match existing. Curbs proposed to be replaced shall have a minimum of 3 feet of bituminous saw cut out to allow for proper compaction.
  - Utility trenches shall be restored by the Developer per City standard plate.
- Erosion control. Prior to the commencement of any grading and before any utility construction is commenced or building permits are issued, the erosion control plan must be implemented, inspected and approved by the City. The Developer shall meet all requirements of the City's Erosion Control Ordinance including but not limited to the following.
  - No construction activity shall be allowed and no building permits shall be issued unless the Property is in full compliance with the erosion control requirements.
  - Measures shall be installed in compliance with MPCA NPDES permit requirements.
  - The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
  - To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
  - If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the Developer 48-hour prior verbal notice (or immediately in the case of an emergency), take such action as it deems appropriate to control erosion, the cost of which action shall be paid by the Developer to the City upon demand.

All work would be done through the developer's contractor. All costs for the improvements would be paid by the developer. The estimated cost of construction of the public infrastructure is \$80,000. The developer will provide a financial security in the amount of 125% of the estimated cost of construction (\$100,000) in the event the developer fails to perform.

The City would provide oversight on the construction. The Developer will pay the City \$3,200 for these inspection services.



75 The attached contract has been reviewed by the City Attorney.

76 **FINANCIAL IMPLICATIONS**

77 The estimated cost of these improvements based on preliminary figures provided by the  
78 developer's engineering consultant is approximately \$80,000.

79

80 The contract as presented has the developer paying for all the costs of the improvement  
81 including; design, inspection, construction and city staff time related to the improvement.

82 **STAFF RECOMMENDATION**

83 Approve Farrington Estates - Public Improvement Contract subject to approval of the Final Plat.

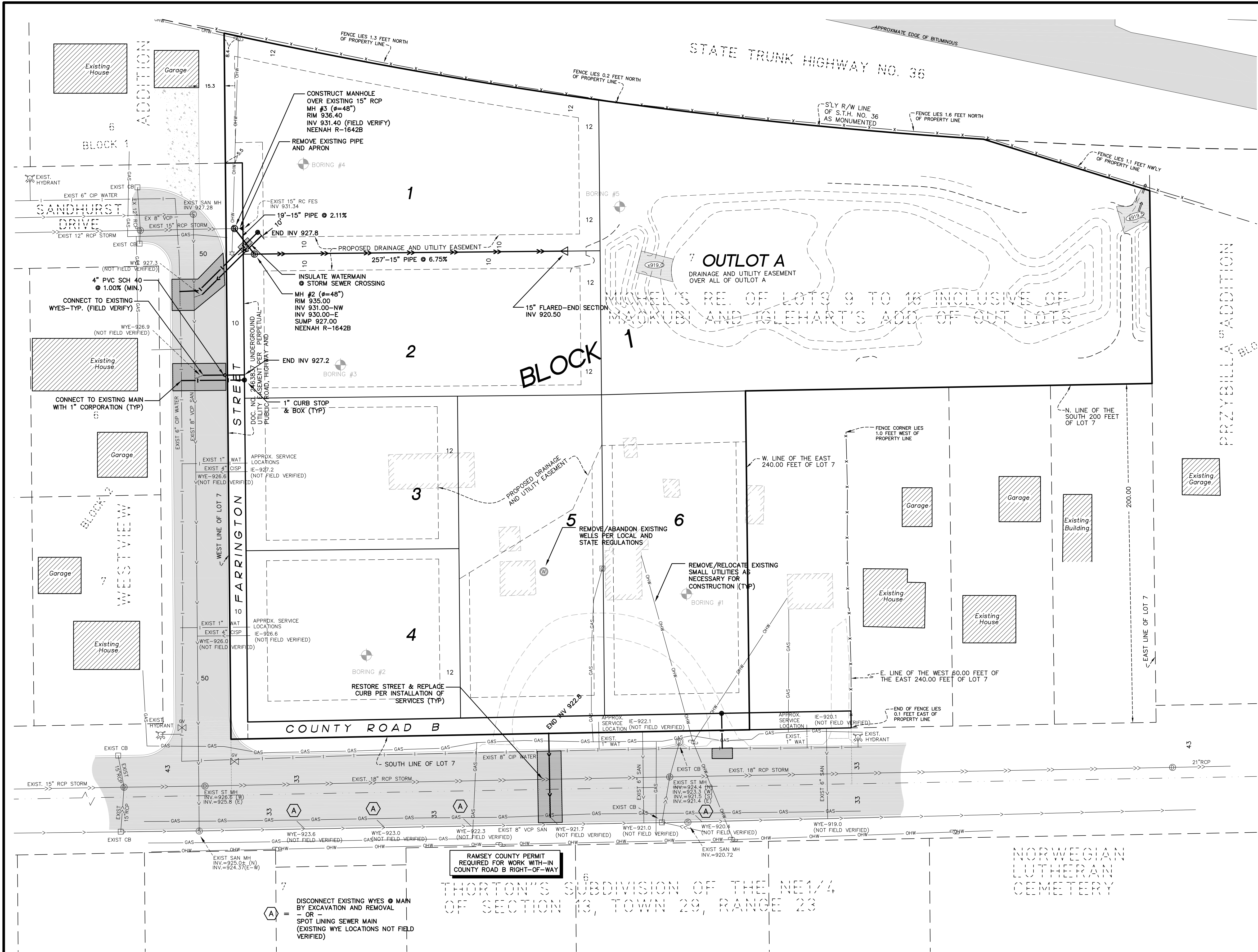
84 **REQUESTED COUNCIL ACTION**

85 Approve Farrington Estates - Public Improvement Contract subject to approval of the Final Plat.

Prepared by: Jesse Freihammer, City Engineer/Asst. Public Works Director

Attachment A: Public Improvement Contract

Attachment B: Proposed Improvement Site Plan



GENERAL NOTES

THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF EXISTING UTILITIES IS NOT GUARANTEED TO BE ACCURATE OR ALL INCLUSIVE. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO TYPE AND LOCATION OF UTILITIES AS NECESSARY TO AVOID DAMAGE TO THESE UTILITIES.

CONTACT GOPHER STATE ONE-CALL AT (651) 454-0002 FOR EXISTING UTILITY LOCATIONS.

THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER, STORM SEWER, AND WATERMAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE START OF INSTALLATIONS.

INSTALLATIONS SHALL CONFORM TO THE CITY STANDARD SPECIFICATIONS.

CONTRACTOR SHALL NOTIFY CITY PUBLIC WORKS DEPARTMENT A MINIMUM OF 24 HOURS PRIOR TO THE INTERRUPTION OF ANY SEWER OR WATER SERVICES TO EXISTING HOMES OR BUSINESSES.

STORAGE OF MATERIALS OR EQUIPMENT SHALL NOT BE ALLOWED ON PUBLIC STREETS OR WITHIN PUBLIC RIGHT-OF-WAY.

NOTIFY CITY A MINIMUM OF 48 HOURS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

CONTACT DAN TURNER AT 651-792-7045 FOR INSPECTION OF UTILITY WORK.

STORM SEWER NOTES

FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

WHEN CALLED OUT AS PIPE, STORM SEWER SHALL BE REINFORCED CONCRETE PIPE (RCP) ANSI C78 WITH R-4 GASKETS OR, IF ALLOWED BY CITY, HDPE PIPE MAY BE USED. (SEE PLAN FOR LOCATIONS WHERE RCP IS REQUIRED.) HDPE PIPE SHALL MEET THE REQUIREMENTS OF AASHTO M294, TYPE S WITH WATERTIGHT CONNECTIONS. USE SAND/GRANULAR MATERIAL FOR BACKFILLING AND COMPACTION OF HDPE/PVC PIPE IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM 2321.

ALL PORTIONS OF THE STORM SEWER SYSTEM LOCATED WITHIN 10 FEET OF THE BUILDING OR WATER SERVICE LINE MUST BE TESTED IN ACCORDANCE WITH MINNESOTA RULES, PART 4715.2820.

STORM SEWER PIPES TO BE JOINED TO THE CATCH BASIN MANHOLES W/ APPROVED RESILIENT RUBBER JOINTS TO MAKE THEM GASTIGHT OR WATERTIGHT. CEMENT MORTAR JOINTS ARE PERMITTED ONLY FOR REPAIRS AND CONNECTIONS OF EXISTING LINES CONSTRUCTED WITH SUCH JOINTS.

INSTALL INFI-SHIELD ON ALL STORM SEWER STRUCTURES TO PROVIDE WATERTIGHT SEAL (SEE DETAIL).

CURB & BITUMINOUS NOTES

REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.

RESTORE STREET TO EXISTING OR BETTER SECTION AND REPLACE CURB WITH EQUIVALENT FOR ALL IMPACTS TO PUBLIC ROADWAYS PER INSTALLATION OF UTILITIES.

USE TRAFFIC CONTROL MEASURES IN ACCORDANCE WITH THE MINNESOTA MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (MMUTCD) AS NECESSARY WHENEVER GRADING, UTILITY, OR PAVING OPERATION ENCROACH ONTO ADJACENT STREETS OR PUBLIC RIGHT-OF-WAY.

SAW-CUT EXISTING BITUMINOUS AND CONCRETE CURB TO PROVIDE BUTT-JOINT.

FOUR INCHES OF CLASS 5 UNDER CURB IS INCIDENTAL TO CURB INSTALLATION.

SANITARY SEWER NOTES

EXISTING SANITARY SEWER LOCATION, SIZE, AND ELEVATION SHALL BE VERIFIED IN THE FIELD PRIOR TO CONSTRUCTION. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROPOSED SANITARY SEWER SHALL BE 4" PVC SCHEDULE 40.

WATER MAIN NOTES

EXISTING WATER MAIN AND WATER SERVICES SIZE AND LOCATION SHALL BE FIELD VERIFIED PRIOR TO ANY INSTALLATIONS. NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

PROPOSED WATER SERVICES SHALL BE 1" COPPER TYPE K.

ALL WATER SERVICES SHALL HAVE 7.0-FT MIN. COVER



Know what's below.  
Call before you dig.

UTILITY PLAN  
FARRINGTON ESTATES

|           |            |
|-----------|------------|
| DRAWN BY: | DESIGN BY: |
| A.G.      | A.G.       |
| CHKD BY:  | PROJ. NO.  |
| C.W.P.    | 15-1547    |

ORIGINAL DATE:  
APRIL 7, 2015

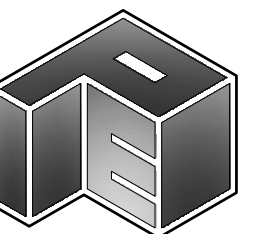
| REVISION DESCRIPTION | DATE    |
|----------------------|---------|
| CITY REVIEW #1       | 6-1-15  |
| CRWD COMMENTS #1     | 8-14-15 |
|                      |         |
|                      |         |
|                      |         |
|                      |         |

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Adam Ginkel  
ADAM GINKEL  
LIC. NO. 43963  
DATE: 06.14.2015

FARRINGTON ESTATES  
ROSEVILLE, MINNESOTA  
UTILITY PLAN

PREPARED FOR:  
NEW DESIGN  
PROPERTIES



SITE PLANNING  
& ENGINEERING  
**PLOWE**  
ENGINEERING, INC.  
6776 LAKE DRIVE  
SUITE 110  
LINO LAKES, MN 55014  
PHONE: (651) 361-8210  
FAX: (651) 361-8701

NORTH



0 15 30  
1 INCH = 30 FEET

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**ROSEVILLE**  
**REQUEST FOR CITY COUNCIL ACTION**

Agenda Date: July 10, 2023

Agenda Item: 10.e

Department Approval

*Janice Gundlach*

City Manager Approval

*Aracel*

Item Description: Adopt an Ordinance Approving a Zoning Code Text Amendment to §1001.10, Definitions, and the Table of Allowed Uses (1007-2) of the Institutional District, and Adopt a Resolution Approving a Conditional Use, all in support of an Environmental Service Center for Ramsey County Property Management and the property located at 1725 Kent Street (**PF23-005**).

**BACKGROUND**

Stemming from two strategies in the Ramsey County Solid Waste Management Plan, the County evaluated how it provides Household Hazardous Waste services. The evaluation resulted in recommendations to redesign services to address equity considerations and ensure better service to County residents. The recommendations, under the umbrella of the enhancing environmental health services initiative includes a county-owned Environmental Service Center.

In June 2022, City staff met with Ramsey County representatives regarding the proposed Environmental Services Center (ESC) to discuss the project and the steps necessary for its approval. It was at this meeting where the Planning Division indicated the Zoning Code, specifically the Institutional district table of uses, did not support the types of uses the ESC included and that a zoning text amendment would be necessary. Staff also indicated it was working toward seeking additional amendments to the Institutional district and would be seeking comments and direction from the Planning Commission in the future.

The Planning Division sought feedback from the Planning Commission on November 2, 2022 on a number of items pertaining to the Institutional district table of allowed uses to help guide future actions related to this request. Based on Commission feedback, it was determined the use is best suited as conditionally allowed and it was determined that Ramsey County should seek the text amendment outside a City-initiated amendment so that it could accompany the actual request, complete the site development plans.

**BUDGIT IMPLICATIONS**

Not Applicable

**RACIAL EQUITY IMPACT STATEMENT**

Racial equity impacts were not evanuated for this request.

**PLANNING COMMISSION ACTION**

On June 7, 2023, the Roseville Planning Commission held the duly noticed public hearing on the request by LHB and Ramsey County for two Zoning Code text amendments and a Conditional Use all in support of the County's Environmental Service Center (Attachment A).



At the hearing, no individuals were present to address the Commission, either in person or virtually, other than the applicant. Planning Commissioners did not have any substantive questions of staff or the applicant (Attachment B).

The Planning Commission voted 6-0 (Commissioner Bauer was absent) to recommend the following to the City Council:

A. Recommend approval of the following Environmental Service Center definition amending §1001.10 (Definitions) of the Roseville City Code:

1. Environmental Service Center: A multi-purpose government-owned facility where the principal use involves the collection of household hazardous waste, recycling, and organics, including associated offices and public outreach rooms.

B. Recommend approval of an amendment to Table 1007-2 (Institutional District Table of Uses) to include Environmental Service Center as a conditional use.

C. Recommend approval of a CONDITIONAL USE pursuant to §1009.02.C of the Roseville City Code for an Environmental Service Center at 1725 Kent Street based on the comments and findings of the Request for Planning Commission Action dated June 7, 2023, and the following condition:

1. The Environmental Service Center being constructed similarly to the plans submitted dated May, 5, 2023 and provided as a component of the Request for Planning Commission Action dated June 7, 2023 and in accordance with the Roseville City Code.

#### **SUGGESTED CITY COUNCIL ACTION**

Adopt an Ordinance (Attachment 3) approving of the following Environmental Service Center definition amending §1001.10 (Definitions) of the Roseville City Code:

1. Environmental Service Center: A multi-purpose government-owned facility where the principal use involves the collection of household hazardous waste, recycling, and organics, including associated offices and public outreach rooms.

Adopt an Ordinance (Attachment 3) approving an amendment to Table 1007-2 (Institutional District Table of Uses) to include Environmental Service Center as a conditional use.

Adopt a Resolution (Attachment 4) approving a CONDITIONAL USE pursuant to §1009.02.C of the Roseville City Code for an Environmental Service Center at 1725 Kent Street based on the comments and findings of the Request for Planning Commission Action dated June 7, 2023, and the following condition:

1. The Environmental Service Center being constructed similarly to the plans submitted dated May, 5, 2023 and provided as a component of the Request for Planning Commission Action dated June 7, 2023 and in accordance with the Roseville City Code.

62 **ALTERNATIVE ACTIONS**

- 63 **a.** Pass a motion to table the item for future action. An action to table must be tied to the need  
64 of clarity, analysis and/or information necessary to make a recommendation on the request.  
65 Tabling beyond September 2, 2023, would require extension of the 60-day action deadline  
66 established in Minn. Stats. 15.99.
- 67 **b.** Pass a motion denying the proposal. An action to deny must include findings of fact  
68 germane to the request.

**Report prepared by: Thomas Paschke, City Planner, 651-792-7074**

**[thomas.paschke@cityofroseville.com](mailto:thomas.paschke@cityofroseville.com)**

Attachments: A. PC Packet B. June 7, 2023 PC meeting  
minutes C. Draft Ordinance D. Draft CU Resolution

  
**REQUEST FOR COMMISSION ACTION**

Date: **6/7/2023**Item No.: **6.a.**

Department Approval

Agenda Section

Public Hearing

---

**Item Description:** Request by LHB and Ramsey County Property Management to consider a Zoning Code Text Amendment to §1001.10, Definitions, and the Table of Allowed Uses (1007-2) of the Institutional District, and to consider a Conditional Use, all in support of an Environmental Service Center at 1725 Kent Street (**PF23-005**)

---

**Application Information**

Applicant: LHB and Ramsey County Property Management

Location: 1725 Kent Street

Application Submission: May 5, 2023

City Action Deadline: July 4, 2023; extended to September 2, 2023

Zoning: Institutional District

**Background**

**Level of Discretion in Decision Making:** Action taken on a Zoning Code Text Amendment is **legislative**; the City has broad discretion in making land use decisions based on advancing the health, safety, and general welfare of the community. Action on a conditional use proposal is **quasi-judicial**; the City's role is to determine the facts associated with the request, and apply those facts to the legal standards contained in State Statutes and City Code.

**Background**

Stemming from two strategies in the Ramsey County Solid Waste Management Plan, the County evaluated how it provides Household Hazardous Waste services. The evaluation resulted in recommendations to redesign services to address equity considerations and ensure better service for County residents. The recommendations, under the umbrella of enhancing the environmental health services initiative, include a county-owned Environmental Service Center.

In June 2022, City staff across multiple departments met with Ramsey County representatives regarding the proposed Environmental Services Center (ESC) to discuss the project and the steps necessary for its consideration and approval. It was at this meeting that the Planning Division indicated the Zoning Code, specifically the Institutional district table of uses, did not support the types of uses the ESC included and that a zoning text amendment would be required for the ESC to move forward for consideration. At this meeting, City staff also indicated it was working towards seeking additional amendments to the Institutional district and would be soliciting the Planning Commission for comments and direction on this topic at a future meeting.

Since that date, Planning Division staff introduced this topic to the Planning Commission during the Commission's regular meeting of November 2, 2022. During that discussion, Planning Division staff received feedback on a number of items pertaining to the Institutional district table of uses,

including the Commission's desire to retain the conditional use requirement for these types of uses. Based on that feedback, staff determined it was in Ramsey County's best interest to seek the text amendment and a conditional use, apart from a City-initiated process, so as to ensure the text amendment would serve their needs. The Commission may recall the November 2, 2022 discussion also included a need to address other uses that exist in the institutional district (most notably the Civic Campus), however these issues will have to be resolved at a later date.

## **Review of Project**

In support of their application, Ramsey County submitted a narrative and preliminary development plans (see Attachment 3), on which the analysis outlined within this report is based.

The Environmental Service Center (ESC) will utilize the front half of the roughly 18-acre parcel the County owns addressed as 1725 Kent Street. Currently, Ramsey County Public Health runs a household hazard waste collection site on the premises each June. This use has been permitted by Interim Use for many years. Ramsey County Public Works and Roseville Public Works currently use the rear portion of the site. Specifically, Ramsey County stores RAP, sweepings, soils, mulch, and snow, while Roseville stores watermain break material. The County has also used the site to store tree debris in the past when wind storms produced significant debris. An adjacent parcel (northwest), also owned by Ramsey County, is currently managed and operated by Volunteers of America (VOA) and addressed as 1771 Kent Street. That property is not impacted by this proposal.

The proposed ESC and the VOA properties obtain access from Larpenteur Avenue via Kent Street, which is a private roadway. This private road will be reconstructed as a component of the development to improve access and circulation. Access will also be provided to the rear of the parcel from the reconstructed private roadway for continued use by Ramsey County and Roseville Public Works departments. The site consists of a steep grade generally from the southeast corner, rising approximately 34 feet to the flatter portion of the site and the general proximity of the ESC, approximately 160 feet north of the property line adjacent to Larpenteur Avenue. There are also two rows of trees near the top of the elevation, some of which will be preserved, while others will be removed and replaced due to their aging condition.

The ESC will include three access points from Kent Street. The first access is at the north of the ESC and is for County residents to drop off organics and recyclables at a separate dumpster area. This access also serves as employees' access to the parking lot and building entry, which lies on the southeast side of the building. A second access supports the household hazard waste (HHW) drop-off area and the organics/recycling area. The third access serves as the County residents' access to the visitor parking lot and entry to the ESC building. The ESC lies generally in the middle of the development site and includes a walking trail on the east that is connected to the pedestrian walkway along Larpenteur Avenue, which will act as a handicapped access. There is also a pedestrian connection that is proposed from the southeast corner into the site and building that will include stairs as it rises to the ESC.

Operationally, organics and general recycling dumpsters are located along the north of the development area. Vehicles can enter from the north or middle accesses and make their way to the organics and recycling areas in a counter-clockwise manner. This is an outdoor self-serve collections area that will be screened from public view by the building, trees, and/or site topography. Also planned in this area is a small staff enclosure where employees will assist the public with proper/accurate disposal of items. Vehicles utilizing the middle access can enter the organics/recycling area or the HHW drop-off. HHW acceptance occurs within an enclosed drop-off

lane entering the facility from the north. The drop-off area has stacking for multiple vehicles to efficiently unload and transition materials to staff. Materials are sorted by staff into appropriate storage containers and stored within predesignated areas throughout the building. Hazardous materials are stored in appropriately designed storage rooms for safe housing in accordance with the applicable code requirements. Materials remain within the building storage areas until shipment off-site. Outdoor storage of propane tanks will occur within a secure container and a small remote storage enclosure will be provided for storage of lithium-ion batteries outside of the building; both to be screened from public view. Munitions will not be accepted by the ESC.

The ESC building is also designed for public interaction, learning, and material reuse. There is a specific Reuse Room for the distribution of products that are brought to the HHW that still have useful life and will be available for public purchase. The building entry/lobby is a place for the public to gather and learn about the sustainability strategies and performance of the building through a “building dashboard”. The education spaces of the ESC are smaller and to be used for public presentations, hands-on learning, and possibly small community events. There is also a larger Public Programming room where the public can be more interactive, such as “Fix-It Clinics” where people bring in household items and learn how to do general repairs. General administration and public restrooms are located adjacent to the public spaces.

As a component of the ESC proposal, the Roseville Public Works Director has requested a traffic study to review existing operations, evaluate potential traffic impacts of the proposed development, review site access considerations, and recommend improvements to ensure safe and efficient operations (Attachment 4). It is important to note the surrounding roadways of Larpenteur Avenue, Rice Street, and Dale Street are all County jurisdictional roadways, as is Kent Street due to its “private” status.

### **Review of Request**

The Zoning Code Text Amendment requested by Ramsey County Environment Health (a division of Ramsey County Public Health) is necessary because the proposed ESC at 1725 Kent Street is not a use recognized within the Table of Uses (1007-2) of the Institutional District. Given the proposed ESC will host a number of unique and distinct uses within the facility and on the grounds, a Conditional Use is proposed so as to properly address and mitigate any potential impacts of the proposed facility. As outlined in the Background section of this report, the conditional use method was the method most desired by Commission members based on the feedback received from the November 2, 2022 meeting.

### **Zoning Code Amendment Considerations**

The zoning code text amendment requested by Ramsey County is two-fold: 1) consideration of an amendment to §1001.10, Definitions, for inclusion of an ESC definition and 2) amend Table 1007-2, Institutional Districts Table of Uses, to include ESC as a conditional use.

Regarding a definition for the proposed ESC, Planning Division staff have relied upon Ramsey County and their consultant, LHB, to submit a definition that encapsulates the general purpose and intent of an ESC as they intend to program the building/site. The definition they provided is as follows:

**A multi-purpose government-owned facility where the principal use involves the collection of household hazardous waste, recycling, and organics.**



Although not primary uses, Planning Division staff would recommend inclusion of offices and public learning/outreach room(s) in the definition to provide greater clarity of the ESC's use and operation.

Similarly, Table 1007-2 does not include an applicable use that is suitable enough to qualify as an ESC. And, while governmental offices are a use within the ESC, it is not the primary use(s) of the ESC as identified in the above definition. As such, the ESC use should be added to the table. Below is a portion of Table 1007-2, while the full Chapter is provided as Attachment 5.

| Table 1007-2                                  | INST            | Standards |
|-----------------------------------------------|-----------------|-----------|
| <b>Civic/Institutional</b>                    |                 |           |
| Emergency Services (police, fire, ambulance)P |                 |           |
| Governmental Offices                          | P               |           |
| <b><u>Environmental Services Center</u></b>   | <b><u>C</u></b> | -         |

As indicated above, the proposed text amendment would include amending Table 1007-2 to include Environmental Services Center as a conditional use “C”. No specific standards are being noted and/or required given the uniqueness of the use, beyond the general standards and criteria applicable to all conditional uses.

### Review of Conditional Use Request

Zoning Code §1009.02.C sets the criteria for reviewing general conditional use requests. The Planning Division’s review of these criteria was completed from the attached project development plans and, to some degree, the narrative. Please note that while this is a new use to be analyzed against the general CU criteria below, it is not unlike any other development the Planning Division staff reviews on a daily basis. Therefore, required Code items or standards are not specifically discussed herein as these are required regardless of the ESC being a new use or a conditional use. Said another way, no building permits will be issued until all applicable code requirements are met.

Review of General Conditional Use Criteria: §1009.02.C of the Zoning Code establishes general standards and criteria for all conditional uses and the Planning Commission and City Council must determine compliance with those stated findings.

As indicated above, Table 1007-2 would be amended to include Environmental Services Center as a conditional use “C” and no specific standards required.

Review of General Conditional Use Criteria: §1009.02.C of the Zoning Code establishes general standards and criteria for all conditional uses and the Planning Commission and City Council must determine compliance with those stated findings.

The general code standards of §1009.02.C are as follows:

***1. The proposed use is not in conflict with the Comprehensive Plan.*** While an environmental services center doesn’t appreciably advance land use goals of the Comprehensive Plan, aside from facilitating continued investment in a property, Planning Division staff believe the proposed use does not conflict with land use goals outlined within the Comprehensive Plan either. More specifically, the General and Commercial Area Goals and Policies sections of the Comprehensive Plan include a number of policies related to reinvestment, redevelopment, quality development, and

scale. Additionally, the Comprehensive Plan outlines several goals and strategies related to Resilience and Environmental Protection and the services offered by the ESC aid in supporting many of those stated goals, including reduction in greenhouse gas emissions through leading by example, reducing climate-related risks, and increasing community awareness of resilience and environmental protection issues. Therefore, the Planning Division has determined the proposed environmental service center would align with the related goals and policies of the Comprehensive Plan.

**2. The proposed use is not in conflict with a Regulating Map or other adopted plan.** The proposed use is not in conflict with such plans because none apply to the property.

**3. The proposed use is not in conflict with any City Code requirements.** Planning Division staff finds the proposed environmental services center can and will meet all applicable City Code requirements; moreover, a conditional use approval can be rescinded if the approved use fails to comply with all applicable Code requirements or any conditions of the approval.

**4. The proposed use will not create an excessive burden on parks, streets, and other public facilities. The Planning Division does not anticipate the proposal will intensify any practical impacts on parks, streets, or public infrastructure.** Specifically, sanitary sewer and water in the area have acceptable capacity for the ESC project and the uses contemplated are not of the type that would generate impacts on parks and/or the trail system in the area. Specific to traffic and impacts on adjacent streets, the traffic study completed (Attachment 4) for the proposed ESC indicates the additional vehicle trips maintain acceptable operations with minimal vehicle delay and back-ups. Ramsey County staff will also review the traffic study and provide comments as Larpenteur Avenue is a county road.

**5. The proposed use will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm the public health, safety, and general welfare.** While the proposed ESC is designed to handle household hazardous waste and certain recyclables, these items are processed with care when unloaded, sorted, and stored for further processing and removal. Similarly, materials deemed hazardous are removed and stored in appropriately designed storage rooms for safe housing in accordance with the applicable code requirements either within or outside the facility. Likewise, the proposed ESC does not lie adjacent to any residential neighborhoods, but instead is situated adjacent to County open space (wetland), Reservoir Woods, and Temple of Aaron Cemetery. The nearest residential area lies to the north, approximately 1,000 feet from the residential homes along Wagner Street. Correspondingly, there will be an increase in traffic on Larpenteur Avenue, Dale Street, and Rice Street. However, these roadways and intersections are adequately designed to handle the increase in daily trips to this site. Consequently, the Planning Division has determined the proposed ESC will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm public health, safety, and general welfare.

#### **Public Comments**

As a component of their process, Ramsey County held community open houses (in-person and virtually) in the Fall of 2022 and Spring of 2023. The Fall 2022 open house included discussion regarding services, facility use, features of the facility, and reuse and repair. The Spring 2023 open house discussed hours of operation, indoor and outdoor space uses, and additional facility suggestions. Both of these open house engagements are summarized in Attachment 6.

The Planning Division received one call after the public hearing notice was mailed and the resident indicated support for the proposed ESC.

226  
227 **Staff Recommendation**

228 The Planning Division recommends the following pertaining to the request by LHB and Ramsey  
229 County Property Management concerning an Environmental Services Center at 1725 Kent Street:

230  
231 Approval of the Zoning Code Text Amendment to §1001.10, Definitions, in support of adding an  
232 Environmental Services Center, to be defined as "A multi-purpose government-owned facility where  
233 the principal use involves the collection of household hazardous waste, recycling, and organics,  
234 including associated offices and public outreach rooms."

235  
236 Approval of a Zoning Code Text Amendment to Table 1007-2 (Table of Uses - Institutional District)  
237 allowing an Environmental Services Center as a conditional use "C".

238  
239 Approval of a Conditional Use in support of an Environmental Service Center at 1725 Kent Street,  
240 all based on the comments and findings of this report and development plans, subject to the  
241 following condition:

- 242 1. The Environmental Service Center should be constructed similarly to the plans submitted dated  
243 May, 5, 2023 and provided as a component of this report packet and in accordance with the  
244 Roseville City Code.

245  
246  
247 **Requested Planning Commission Action**

248 **By motion, make the following recommendations:**

249 It is recommended the Planning Commission take the following actions regarding the request by LHB  
250 and Ramsey County Property Management concerning an Environmental Services Center at 1725 Kent  
251 Street:

252  
253  
254 By motion, recommend approval of the following Environmental Service Center definition  
255 amending §1001.10 (Definitions) of the Roseville City Code:

256  
257 "Environmental Service Center: A multi-purpose government-owned facility where the principal  
258 use involves the collection of household hazardous waste, recycling, and organics, including  
259 associated offices and public outreach rooms."

260  
261 By motion, recommend approval of an amendment to Table 1007-2 (Institutional District Table of  
262 Uses) to include Environmental Service Center as a conditional use.

263  
264 By motion, recommend approval of a Conditional Use pursuant to §1009.02.C of the Roseville City  
265 Code for an Environmental Service Center at 1725 Kent Street based on the comments and findings  
266 of this report, and the following condition:

- 267 1. The Environmental Service Center should be constructed similarly to the plans submitted dated  
268 May, 5, 2023 and provided as a component of this report packet and in accordance with the  
269 Roseville City Code.

270  
271 **Alternative Actions**

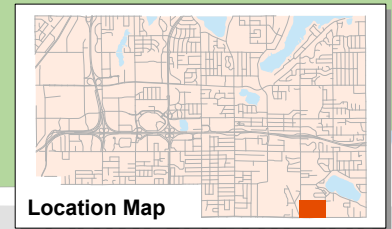
272 **Alternative Actions**

- 274 1. Pass a motion to table the item for future action. An action to table must be tied to the need  
275 for clarity, analysis, and/or information necessary to make a recommendation on the request.  
276 2. Pass a motion recommending denial of the proposal. A motion to deny must include findings  
277 of fact germane to the request.

278  
279 **Prepared by:** Thomas Paschke, City Planner - [thomas.paschke@cityofroseville.com](mailto:thomas.paschke@cityofroseville.com) or  
651-792-7074

**Attachments:** 1. PF23\_005\_Attachment1  
2. PF23\_005\_Attachment2  
3. PF23-005\_Attachment3  
4. PF23-005\_Attachment4  
5. PF23-005\_Attachment5  
6. PF23-005\_Attachment6

# Attachment 1: Planning File 23-005



Prepared by:  
Community Development Department  
Printed: May 30, 2023



**Data Sources**  
\* Ramsey County GIS Base Map [5/4/2023]  
For further information regarding the contents of this map contact:  
City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

**Disclaimer**  
This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 50 100 150 Feet





## Attachment 2: Planning File 23-005



Prepared by:  
Community Development Department  
Printed: May 30, 2023

### Data Sources

\* Ramsey County GIS Base Map (5/4/2023)  
\* Aerial Data: EagleView (4/2022)  
For further information regarding the contents of this map contact:  
City of Roseville, Community Development Department,  
2660 Civic Center Drive, Roseville MN

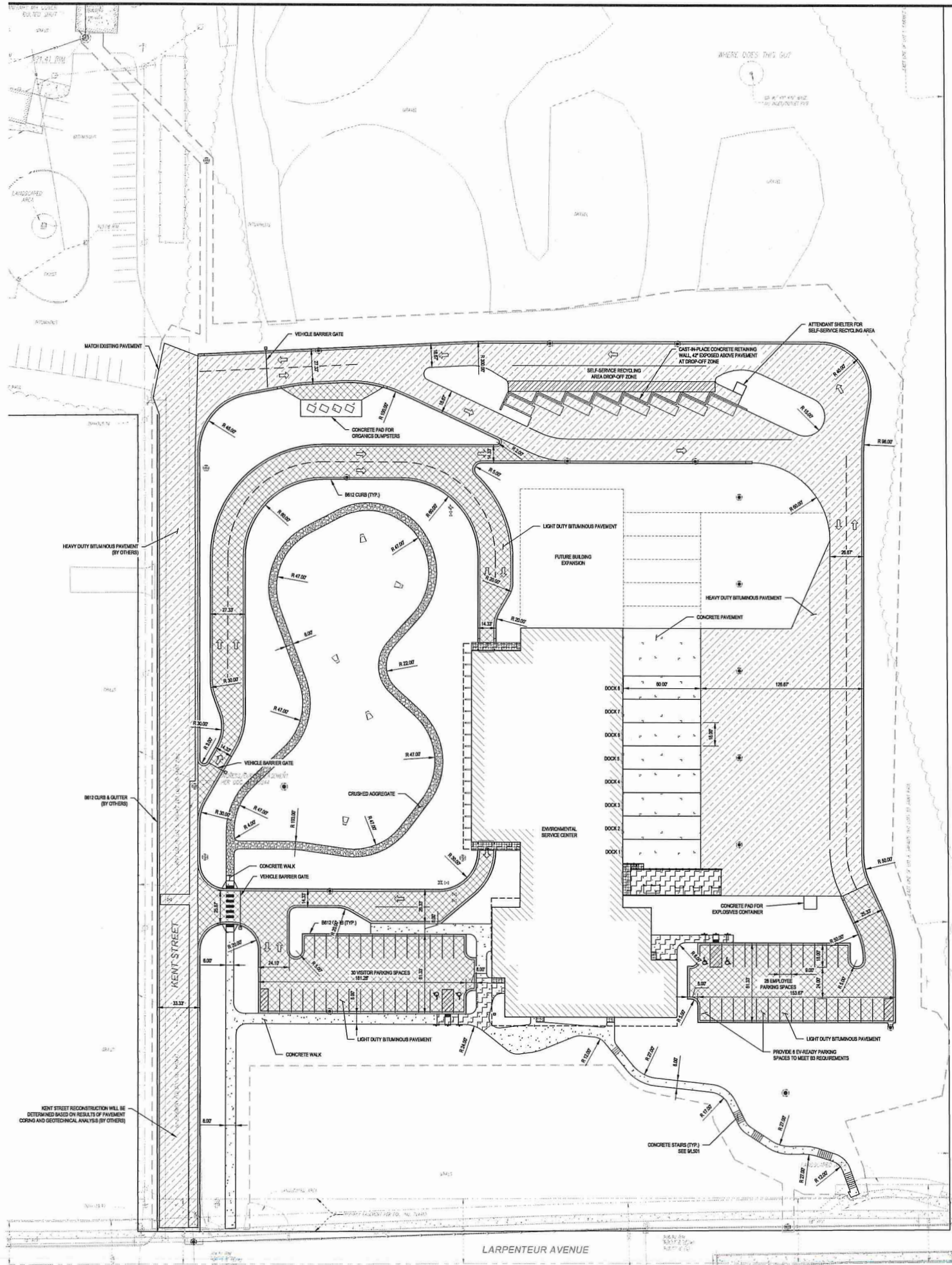
### Disclaimer

This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. The City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and the City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7085. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City shall not be liable for any damages, and expressly waives all claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the user's access or use of data provided.

0 100 200 Feet







LEGEND

- CONSTRUCTION LIMITS
- HEAVY DUTY BITUMINOUS PAVEMENT, SEE VCS02, INSET A
- LIGHT DUTY BITUMINOUS PAVEMENT, SEE VCS02, INSET B
- CONCRETE PAVEMENT, SEE VCS02, INSET C
- CONCRETE WALK, SEE VCS02, INSET D
- CRUSHED AGGREGATE
- STREET LIGHTS, REFER TO ELECTRICAL
- SHOWMELT SYSTEM
- REVERSE CURB & GUTTER
- REVERSE CURB & GUTTER
- LIGHT POLE, REFER TO ELECTRICAL

GENERAL NOTES

- REFER TO C402 FOR SIGNAGE AND PAVEMENT STRIPING.
- REFER TO L101 FOR PERMANENT TURF ESTABLISHMENT REQUIREMENTS.
- SITE LIGHTING IS SHOWN FOR LOCATION ONLY. REFER TO ELECTRICAL FOR ADDITIONAL REQUIREMENTS.
- PREVENT FORD DAMAGE. ALL SURFACES OUTSIDE THE CONSTRUCTION LIMITS. RESTORE ALL DISTURBED AREAS DUE TO CONSTRUCTION ACTIVITIES TO PRE-CONSTRUCTION CONDITION UNLESS OTHERWISE NOTED IN THE DRAWINGS.
- ADJUST ALL CASTINGS, VALVE BOXES AND JUNCTION BOXES TO FINISH GRADE.
- PROVIDE BITUMINOUS TACK COAT BETWEEN THE WEARING AND NON WEARING COURSES FOR ALL PROPOSED BITUMINOUS PAVEMENTS AND ALL ADJACENT CONCRETE OR BITUMINOUS SURFACES.



701 Washington Ave. N, Ste 200 | Minneapolis, MN 55401 | (612) 338-2020



CLIENT:



THIS SQUARE APPEARS 12" x 18" ON FULL SIZE SHEETS

01 03/31/2023 SCHEMATIC DESIGN

NO DATE ISSUED FOR

NO DATE REVISION

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
03/31/2023

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PROJECT NAME:

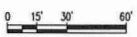
RAMSEY COUNTY  
ENVIRONMENTAL  
SERVICE CENTER

CORNER OF LARPENTER AVE &  
KENT ST  
ROSEVILLE MN 55113

DRAWING TITLE:

SURFACING & LAYOUT PLAN

**WARNING**  
LOCATION OF ALL UNDERGROUND  
UTILITIES SHALL BE VERIFIED BY  
THE CONTRACTOR.  
**CALL BEFORE DIGGING**  
MINNESOTA  
ONE-CALL SYSTEM  
1-800-252-1166  
REQUIRED BY  
MN STATUTE 216D



DRAWN BY:  
CHECKED BY:  
PROJ. NO.  
DRAWING NO.

**C401**





701 Washington Ave. N. Ste 200 | Minneapolis, MN 55401 | (612) 333-2020



CLIENT:



LEGEND

CONSTRUCTION LIMITS

PLANT SCHEDULE

TREES CODE QTY BOTANICAL / COMMON NAME CONT



CT 39 Canopy Tree 3" BAB



OT 73 Ornamental Tree 2" BAB

GROUND COVERS CODE QTY BOTANICAL / COMMON NAME CONT



DB 29,242 sf Detention Basin Seed Mix Plugs 18" OC Seed Mix with Plugs



NM 12,728 sf No Mow Turf Lawn Seed Mix



ME 1,146 sf Rock Mulch Maintenance Edger Mulch



SP 95,959 sf Shortgrass Prairie Seed Mix Seed Mix



SB 2,087 sf Shrub & Perennial Bed with 4" Mulch



WE 32,104 sf Woodland Edge Seed Mix Seed Mix

SHEET NOTES

GENERAL LANDSCAPE NOTES

- THIS DRAWING DOES NOT CONSTITUTE AN OFFICIAL SURVEY OF THE SITE. CONFIRM ALL LOCATIONS OF SURFACE AND SUB-SURFACE FEATURES BEFORE BEGINNING INSTALLATION. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.
- CONFIRM ALL QUANTITIES, SHAPES AND LOCATIONS OF LANDSCAPE AREAS, AND ADJUST AS REQUIRED TO CONFORM TO THE SITE CONDITIONS. CONFIRM ANY ADJUSTMENTS WITH THE LANDSCAPE ARCHITECT.
- LOCATE ALL UTILITIES. NOTIFY THE LANDSCAPE ARCHITECT OF ANY CONFLICTS WITH PLANT INSTALLATION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL MULCHES AND PLANTING SOIL QUANTITIES TO COMPLETE THE WORK SHOWN ON THE PLAN. VERIFY ALL QUANTITIES SHOWN ON THE PLANT SCHEDULE.
- THE CONTRACTOR SHALL REMOVE FROM THE SITE ALL SCOTURF WHICH HAS BEEN REMOVED FOR NEW PLANT BEDS. LONG-TERM STORAGE OF MATERIALS OR SUPPLIES ON-SITE WILL NOT BE ALLOWED. ANY PLANT STOCK NOT PLANTED ON DAY OF DELIVERY SHALL BE HELED IN AND WATERED UNTIL INSTALLATION. PLANTS NOT MAINTAINED IN THIS MANNER WILL BE REJECTED.
- THE PLAN TAKES PRECEDENCE OVER THE PLANT SCHEDULE IF DISCREPANCIES EXIST. ADVISE LANDSCAPE ARCHITECT OF ANY DISCREPANCIES.

PROTECTIONS

- THE CONTRACTOR SHALL AVOID DAMAGING EXISTING TREES. DO NOT STORE OR DRIVE HEAVY MATERIALS OVER TREE ROOTS. DO NOT DAMAGE TREE BARK OR BRANCHES. REFER TO DETAILS FOR TREE PROTECTION.
- THE CONTRACTOR SHALL KEEP FRAGMENTED, FENCES AND BUILDINGS CLEAN AND UNPAINTED. ANY DAMAGE TO EXISTING FACILITIES SHALL BE REPAIRED AT THE CONTRACTOR'S EXPENSE. THE PROJECT SITE SHALL BE KEPT CLEAR OF CONSTRUCTION WASTES AND DEBRIS.
- PROVIDE SILT FENCE IF NECESSARY TO PROTECT STREET FROM EROSION.

PLANT MATERIAL

- TREE ROOT BALLS SHALL BE PLANTED PLUSH WITH FINAL GRADE AND THE TOPMOST ROOT PLANE EXPOSED. PER PLANTING DETAILS. LANDSCAPE ARCHITECT MUST BE PRESENT ON-SITE PRIOR TO TREE PLANTING TO ENSURE PROPER INSTALLATION TECHNIQUES ARE EMPLOYED BY ALL LANDSCAPE CONTRACTOR CREW MEMBERS.
- NO SUBSTITUTIONS OF PLANT MATERIAL SHALL BE ACCEPTED UNLESS APPROVED IN WRITING BY THE LANDSCAPE ARCHITECT. THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANTS WHICH ARE DEEMED UNSATISFACTORY.
- ALL PLANTING STOCK SHALL CONFORM TO THE "AMERICAN STANDARD FOR NURSERY STOCK," 10TH EDITION, LATEST EDITION, OF THE AMERICAN ASSOCIATION OF NURSERMEN, INC. ALL PLANTS SHALL BE GUARANTEED FOR ONE YEAR FROM DATE OF SUBSTANTIAL COMPLETION UNLESS OTHERWISE SPECIFIED. THE GUARANTEE SHALL COVER THE FULL COST OF REPLACEMENT INCLUDING LABOR AND PLANTS.
- FOR ALL AREAS DISTURBED BY THE CONTRACTOR'S OPERATION, THE CONTRACTOR SHALL FILL TO FINISHED SUBGRADE ELEVATION AND PROVIDE 4" TOPSOIL AND PROVIDE SEEDING OR SOO REPLACEMENT OF OWNER'S CHOICE.
- REFER TO 28.0301 FOR PLANTING, PLANTING SOIL, AND MULCH REQUIREMENTS.

MAINTENANCE AND CARE

- MAINTENANCE SHALL BE PROVIDED IMMEDIATELY AFTER EACH PORTION OF THE WORK IS IN PLACE.
- MAINTENANCE SHALL INCLUDE WATERING, WEEDING, MULCHING, REMOVAL OF DEAD MATERIAL PRIOR TO GROWING SEASON, RE-SETTING PLANTS AT THE PROPER GRADE, AND KEEPING PLANTS IN A PLUMB POSITION.
- WATERING: MAINTAIN A WATERING SCHEDULE WHICH WILL THOROUGHLY WATER ALL PLANTS ONCE A WEEK MINIMUM. IN EXTREMELY HOT, DRY WEATHER, WATER MORE OFTEN AS REQUIRED BY INDICATIONS OF LEAF STRESS SUCH AS WILTING LEAVES. CHECK MOISTURE UNDER MULCH PRIOR TO WATERING TO DETERMINE NEED. CONTRACTOR SHALL MAKE THE NECESSARY ARRANGEMENTS FOR WATER.
- REFER TO SPECIFICATIONS FOR FULL INSPECTION, MAINTENANCE, AND WARRANTY REQUIREMENTS.

IRRIGATION NOTES

- CONTRACTOR TO PROVIDE DESIGN/BUILD IRRIGATION SERVICES TO IRRIGATE ALL LANDSCAPE BEDS. FOR SEEDER AREAS, PROVIDE TEMPORARY IRRIGATION UNTIL ESTABLISHMENT OF SEED HAS BEEN ACCEPTED BY THE LANDSCAPE ARCHITECT.
- DESIGN FOR IRRIGATED AREAS MUST BE SUBMITTED AND APPROVED BY OWNER AND LANDSCAPE ARCHITECT PRIOR TO INSTALLATION. COORDINATE WITH OWNER ON FINAL PRODUCT SELECTION. AS-BUILT DOCUMENTATION WILL BE REQUIRED.

THIS SQUARE APPEARS 1/2" x 1/2" ON FULL SIZE SHEETS

01 03/10/23 SCHEMATIC DESIGN

NO DATE ISSUED FOR

NO DATE REVISION

PRELIMINARY  
NOT FOR CONSTRUCTION  
03/31/2023

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PROJECT NAME:  
RAMSEY COUNTY  
ENVIRONMENTAL  
SERVICE CENTER

CORNER OF LARPENTER AVE &  
KENT ST  
ROSEVILLE MN 55113

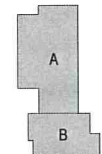
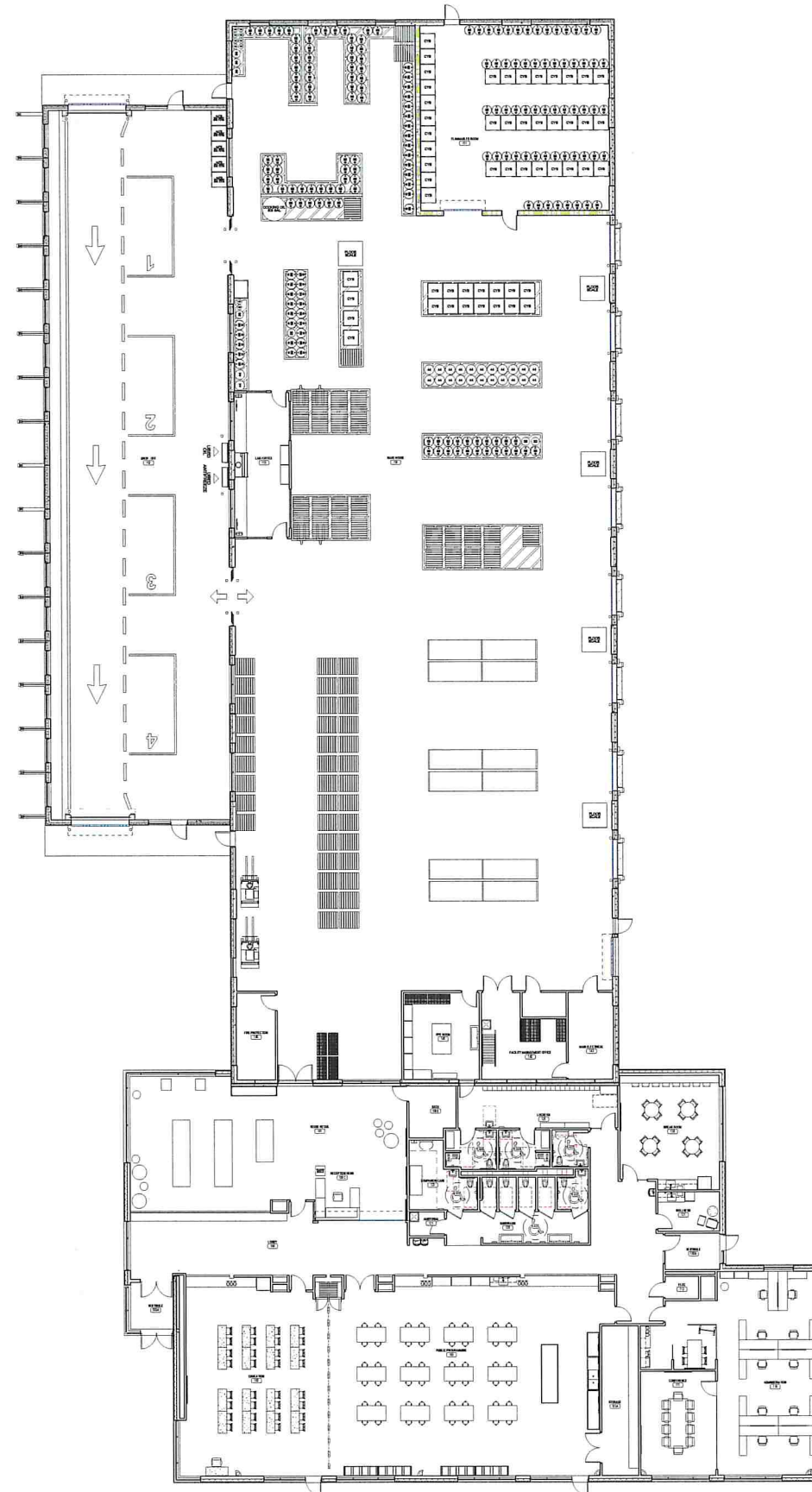
DRAWING TITLE:  
LANDSCAPE PLAN

DRAWN BY: JH  
CHECKED BY: LAM  
PROJ NO: 2262  
DRAWING NO:

L101

WARNING  
LOCATION OF ALL UNDERGROUND  
UTILITIES SHALL BE VERIFIED BY  
THE CONTRACTOR  
CALL BEFORE DIGGING  
MINNESOTA  
ONE-CALL SYSTEM  
1-800-252-1166  
REQUIRED BY  
MN STATUTE 216D





## KEYPLAN

THIS SQUARE APPEARS 1/2"x1/2"  
ON FULL SIZE SHEETS

|    |            |                  |
|----|------------|------------------|
| 01 | 03/31/2023 | SCHEMATIC DESIGN |
| NO | DATE       | ISSUED FOR       |

| NO | DATE | REVISION |
|----|------|----------|
|----|------|----------|

**PRELIMINARY**  
NOT FOR CONSTRUCTION  
04/10/2023

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PROJECT NAME:  
RAMSEY COUNTY  
ENVIRONMENTAL  
SERVICE CENTER

CORNER OF LARPEN TEUR  
AVE. AND KENT ST.  
ROSEVILLE, MN 55113

DRAWING TITLE:  
LEVEL 1 OVERALL  
FLOOR PLAN

DRAWN BY: Author  
CHECKED BY: Checker  
PROJ. NO: 225932  
DRAWING NO:

A101

## MEMORANDUM

### Ramsey County Environmental Service Center

May 5, 2023

To: City of Roseville Community Development  
From: Ramsey County and LHB  
Re: Narrative for Zoning Text Amendment and Conditional Use Application

---

## PROPERTY INFORMATION

Property Address: 0 Larpenteur Ave W, Roseville, MN 55113

Parcel ID: 132923330001

Full Legal Description: Lots 1, 2, 7 and 8, Sarah's Out Lots to St. Paul

## ZONING AMENDMENT NARRATIVE

### What is the nature of the intended use?

Stemming from two strategies in the Ramsey County Solid Waste Management Plan, the county evaluated how it provides Household Hazardous Waste services. The evaluation resulted in recommendations to redesign services to address equity considerations and ensure better service to county residents. The recommendations, under the umbrella of the enhancing environmental health services initiative includes a county-owned Environmental Service Center.

The basic function of the Ramsey County Environmental Service Center ("ESC") is to provide a safe and effective way for the public to dispose of Household Hazardous Waste ("HHW"). The HHW acceptance occurs within an enclosed drop off lane where multiple vehicles may efficiently transition materials to staff. These materials are then sorted by staff into appropriate storage containers and stored within predesignated areas throughout the building. Any hazardous materials have appropriately designed storage rooms for safe housing in accordance with the applicable code requirements. Materials collected within the HHW area are to remain enclosed until shipment off-site. Outdoor storage of propane tanks will be within a secure container and screened from public view. A small remote storage enclosure will be provided for storage of lithium-ion batteries outside of the building and screened from public view. In addition to acceptance of HHW the center also accepts recycling and organics for transfer off-site, no processing of these materials will occur on site. These items will be collected in outdoor self-service hubs that are screened by the building, trees, and/or topography. A small staff enclosure will be provided at the remote recycling location to assist the public in accurate disposal of their items when necessary. Munitions will not be accepted by the Ramsey County ESC.

Along with providing efficient and safe opportunities to dispose of HHW, the building will have spaces for public interaction, learning, and material reuse. The Reuse Room is a welcoming place for the distribution of products that are brought to the HHW portion of the ESC that still have useful life. The Lobby provides a space for the public to gather and learn about the sustainability strategies and performance of the building through the "building dashboard". The education spaces include a smaller presentation space that could be used for community events

with limited hands-on learning. Directly adjacent is the much larger Public Programming room. This room provides a venue for events where the public can be more interactive such as “Fix-It Clinics” where people bring in household items and learn how to do general repair. The general administrative requirements for operation of the building and the public amenities such as toilets are located adjacent to the public spaces. These public/administrative spaces are placed on the south end of the building towards Larpenteur Avenue. This provides an appropriate buffer between the public way and the taller warehouse space, along with a generally more aesthetic appearance from Larpenteur Avenue.

In-keeping with the site’s current function, outdoor storage of loose materials as needed by the County’s Public Works department will occur on the northern portion of the parcel, but will be blocked from public view by significant vegetative buffering and by the Environmental Service Center itself. Other proposed accessory uses throughout the Environmental Service Center site include outdoor gathering space to be used for educational programming; educational signage associated with sustainable building, site, and stormwater functions; recreational trails; and an accessible sidewalk connection to Larpenteur Avenue.

As part of this project, improvements are planned for Kent Street, the private roadway that will be used to access the site from Larpenteur Avenue.

#### **Why is the intended use not currently permitted by existing use?**

According to the language within table 1007.2 of Title 10 of the Roseville City Code, a “Government office” is a permitted use within parcels zoned as institutional. This language is too specific to apply to Government uses in general, and as the proposed Government Environmental Service Center use provides more than just office space it does not conform to the existing code as written.

#### **How would the intended use be permitted under the proposed zoning text amendment?**

The addition of “Government Environmental Service Center” as a conditional use within table 1007.2, and an associated definition for this term within section 1001.10, would allow this use to be permitted per approval of a conditional use application.

#### **Will any additional land use applications (e.g. conditional use permit or variance) be necessary to accommodate the intended use in compliance with the requirements of the proposed zoning change?**

Yes, a Conditional Use Permit will be required per this zoning text amendment, and an application for which has been submitted in conjunction with the Zoning Text Amendment Application.

## **CONDITIONAL USE PERMIT NARRATIVE**

#### **Describe how the proposed use is not in conflict with the Comprehensive Plan**

Roseville’s 2040 Comprehensive Plan identifies the existing land use of this site as institutional and has planned for the site to remain classified as institutional in the future. With the proposed facility’s civic use, medium scale and intensity, incorporation of pedestrian and bicycle infrastructure, and connections to nearby transit stops, it is appropriately suited for this location as defined by the comprehensive plan.

**Describe how the proposed use is not in conflict with any regulating maps or other adopted plans**

The site in question is not within a Shoreland Overlay District and does not contain any National Wetland Inventory wetlands. The City's Parks and Recreation System plan does not identify this site as a future park or recreational amenity. This site is adjacent to but not within the Rice-Larpenteur Vision Plan project area.

**Describe how the proposed use is not in conflict with any City Code requirements**

Title 10 of Roseville's City Code describes the purpose of the Institutional District as a district designed to "permit and regulate a variety of governmental, educational, religious, and cultural uses that provide important service to the community." The proposed use of a Government Environmental Service Center is in-keeping with this purpose.

**Describe how the proposed use will not create an excessive burden on parks, streets and other public facilities**

A traffic study is currently underway to understand any impacts this site would have on surrounding transportation networks, as well as a geotechnical report to understand soil and drainage implications of the site. The planned trails and sidewalks throughout this site will connect to the City's larger recreation system, offering additional recreational amenities for the public.

**Describe how the proposed use will not be injurious to the surrounding neighborhood, will not negatively impact traffic or property values, and will not otherwise harm the public health, safety, and general welfare**

The primary function of the ESC is to remove HHW from households, which reduces the potential for harm to public health, safety, and general welfare of surrounding neighborhoods.

The ESC is being designed with significant community input and engagement and is part of Enhancing Environmental Health Services, a county initiative to redesign and add recycling and waste disposal services at one location to better meet community needs. The surrounding neighborhood has been engaged through a series of in person and virtual meetings when the county learned of the community's concerns and recommendations for the facility's design, construction activity and operations. The design team is working to address feedback in the plans to ensure this use is not injurious to the surrounding neighborhood. The center will incorporate sustainable design elements that can serve as a model facility.

The unique siting of this ESC allows significant buffering of site amenities from all surrounding parcels through both vegetation and elevation differences. The driveway connections to the site will connect to the private Kent Street, distancing traffic impacts from Larpenteur Avenue. The use of this facility will benefit public health, safety, and welfare, by allowing for the safe disposal of Household Hazardous Waste, recycling, and organics.

Attachments: 220932 Ramsey County ESC Topographic Survey, 220932 Ramsey County ESC C401 Site Plan, 220932 Ramsey County ESC L101 Landscape Plan, 220932 Ramsey County ESC A101 Overall Floor Plan

c: LHB Project No. 220932

q:\22proj\220932\300 design\regulatory\city of roseville\zoning amendment change\220932 zoning and conditional use narrative.docx



May 25, 2023

**To: James Homolka, Ramsey County Property Management**

**From: Vernon Swing, PE**

**Re: Traffic Analysis – PO PRMG38457 - Ramsey County Environmental Service Center, Roseville, MN**

Per your request, SSTS LLC has conducted a traffic analysis for the proposed Ramsey County Environmental Service Center development (referred to as the Proposed Project). The Proposed Project will add hazardous household waste disposal/recycling facilities to the existing organic waste/compost recycling uses on the approximate 15-acre site in Roseville, Ramsey Co, MN. The Proposed Project site is located to the north of Larpenteur Ave W and to the east of Kent Street and will be accessed via three proposed driveways to Kent Street. **Figure 1**, Vicinity Map depicts the location and **Figure 2**, Site Plan, illustrates the site layout and access locations.

This memorandum documents the existing AM, PM, and Saturday Midday peak hour traffic conditions, forecasts the 2025 traffic conditions without the development, forecasts the trip generation potential for the proposed land use and distributes those trips based on existing traffic patterns in the area. Further, results from the traffic operational analysis with and without the Proposed Project are summarized. Also, a review of on-site circulation and vehicle stacking is included. The focus of the traffic study is the traffic operations at the following intersections which provide access to the regional roadway network and access to the site:

- Larpenteur Ave W & Kent St
- Kent St & South Site Access
- Kent St & Middle Site Access
- Kent St & North Site Access

### Existing Conditions

As mentioned, the study area focuses on the intersections listed above. The existing conditions of the roadways and intersection providing direct and indirect access to the Proposed Project were documented and are noted in **Table 1**. Additionally, **Figure 3** shows the existing lane geometry and traffic control at the study intersections.

**Table 1. Study Roadway Characteristics**

| Roadway          | Functional Class  | Typical Section        | Posted Speed | AADT (Year)           |
|------------------|-------------------|------------------------|--------------|-----------------------|
| Larpenteur Ave W | A-minor Augmentor | 3-Lane Undivided Urban | 40 mph       | 13,300 (2018) (MnDOT) |
| Kent Street      | Local Street      | 2-Lane Undivided Urban | 30 mph       | N/A                   |

Note, additional counts for Larpenteur Ave W are available, however, they were counted during COVID-19 and are likely less than current conditions.

### Existing Traffic Volumes

AM, PM, and Saturday Midday peak hour turning movement counts were conducted at the study area intersections. The following notes the peak hour timeframes:

- AM: 7:00 AM to 8:00 AM
- PM: 3:00 PM to 4:00 PM
- Saturday MIDDAY: 12:30-1:30PM

**Figure 4** illustrates the existing peak hour traffic volumes.

### Future Conditions

To quantify the impacts of a development on the surrounding roadway system, it is necessary to first forecast and analyze traffic conditions that would be present on the roadway system without the inclusion of the proposed project. For the purposes of this analysis an anticipated construction completion date for the entire Proposed Project is 2025, thus year 2025 was selected for analysis to compare traffic conditions without and with the Proposed Project. To determine the future traffic conditions a review of historical traffic counts based on MnDOT data and a review of the City of St Paul, City of Rosedale, and Ramsey County 2040 Comprehensive Plans have been conducted. The MnDOT data shows that traffic in the area has declined by approximately fifteen percent over the past two decades, while the City of St Paul and Ramsey County Comprehensive Plans forecast traffic will remain approximately the same over the next twenty years. The City of Roseville Comprehensive Plan meanwhile indicates traffic will increase by approximately 0.4 percent over the next twenty years. To provide a conservative estimate of future conditions the Roseville 0.4 percent growth rate has been adopted for this study. In other words, the existing traffic volumes have been grown by this rate to represent the 2025 No-Build peak hour traffic conditions. **Figure 5** illustrates the No-Build traffic volumes with the growth applied to existing traffic volumes for year 2025.

### Trip Generation and Distribution

The Proposed Project will include a new household hazardous waste disposal/recycling facility and will reorganize the existing organic/compost recycling to the northern portion of the site. In addition, the site will include a public and employee space for visitors and workers. To estimate the site-generated traffic, forecasts from Ramsey County have been used which indicate the site will generate approximately 85,000 trips per year or 327 trips a day for a typical day (using a 5-day operations week). That said during the peak times associated with Spring and Fall clean up, the Proposed Project is expected to generate 2,500 trips per week or 500 trips per day. Discussions with staff from similar sites in Hennepin County indicate the Saturdays during the Spring and Fall times have slightly higher traffic, and the peaking tends to extend over three or four hours rather than one hour. To provide a conservative estimate this analysis assumes the peak hour will generate twice as much traffic when compared to an average hour. This peak trip generation has been adopted for each traffic peak of the surrounding roadways namely the weekday commuter AM Peak, weekday PM Peak, and the Saturday Midday Peak. Table 2 summarizes the trip generation estimate for the Proposed Project.

**Table 2 - Trip Generation**

| Land Use                   | Daily            | AM Peak Hour     |          | PM Peak Hour     |          | Saturday Pk Hr   |          |
|----------------------------|------------------|------------------|----------|------------------|----------|------------------|----------|
|                            |                  | Enter            | Exit     | Enter            | Exit     | Enter            | Exit     |
| Environmental Service Cntr | 500 Trips        | 63 Trips         | 63 Trips | 63 Trips         | 63 Trips | 63 Trips         | 63 Trips |
| <b>TOTAL</b>               | <b>500 Trips</b> | <b>126 Trips</b> |          | <b>126 Trips</b> |          | <b>126 Trips</b> |          |

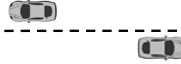
As shown in Table 2, the Proposed Project will generate 126 trips (63 entering and 63 exiting) during the morning traffic peak hour, 126 trips (63 entering and 63 exiting) during the evening traffic peak hour, 126 trips (63 entering and 63 exiting) during the Saturday Midday Peak and 500 daily trips.



The new trips have been assigned to the surrounding roadways according to the existing traffic patterns. In general, 65 percent will originate from and return to the east during the AM Peak, 60 percent will originate from and return to the west during the PM Peak, and 50 percent to and from the west during the Saturday Midday Peak. **Figure 6** illustrates the trip assignment. **Figure 7** illustrates the 2025 Build conditions by combining No-Build traffic with the trip assignment volumes.

### Traffic Operations

The operating conditions of transportation facilities, such as roadways, traffic signals, roundabouts, and stop-controlled intersections, are evaluated based on the relationship of the theoretical capacity of a facility to the actual traffic volume on that facility. Various factors affect capacity including travel speed, roadway geometry, grade, number of travel lanes, and intersection control. The current standards for evaluating capacity and operating conditions are contained in *Highway Capacity Manual*<sup>1</sup>. The procedures describe operating conditions in terms of driver delay represented as a Level of Service (LOS). Operations are given letter designations with "A" representing the best operating conditions and "F" representing the worst. Generally, level of service "D" represents the threshold for acceptable overall intersection operating conditions during a peak hour. The Chart on the below summarizes the level of service and delay criteria for signalized and unsignalized intersections.

| Level of Service | Description                                                                                                                                                                               | Delay (sec) |                             |
|------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|-----------------------------|
|                  |                                                                                                                                                                                           | Signalized  | Unsignalized/<br>Roundabout |
| <b>A</b>         |  Primarily free-flow operation.                                                                          | 0-10        | 0-10                        |
| <b>B</b>         |  Reasonably unimpeded operation.                                                                       | >10-20      | >10-15                      |
| <b>C</b>         |  Stable operation. The ability to maneuver is more restricted than LOS B.                              | >20-35      | >15-25                      |
| <b>D</b>         |  Less stable operation. Small increases in flow may cause large increases in delay and reduced speeds. | >35-55      | >25-35                      |
| <b>E</b>         |  Unstable operation. Low speeds and considerable delay.                                                | >55-80      | >35-50                      |
| <b>F</b>         |  Congested operation. High delay and extensive queuing.                                                | >80         | >50                         |

For side street stop-controlled intersections special emphasis is given to providing an estimate for the level of service of the minor approaches. Traffic operations at an unsignalized intersection with side street stop-control can be described two ways. First, consideration is given to the overall intersection level of service. This takes into account the total number of vehicles entering the intersection and the capability of the intersection to support these volumes. Second, it is important to consider the delay on the minor

<sup>1</sup> **Highway Capacity Manual (HCM)**, Transportation Research Board, 6<sup>th</sup> Edition

approaches, since the mainline does not have to stop. It is common for intersections with higher mainline traffic volumes to experience increased levels of delay and poor level of service on the side streets.

A final fundamental component of operational analyses is a study of vehicular queuing, or the line of vehicles waiting to pass through an intersection. An intersection can operate with an acceptable Level of Service, but if queues from the intersection extend back to block entrances to turn lanes or accesses to adjacent land uses, unsafe operating conditions could result. In this report, the Industry Design Standard 95<sup>th</sup> percentile queue length is used. The 95<sup>th</sup> Percentile Queue Length refers to that length of vehicle queue that has only a five-percent probability of occurring during an analysis hour.

This study has utilized the industry current Synchro/SimTraffic software package (11<sup>th</sup> Edition) to analyze the 2025 No-Build and Build conditions for the AM, PM, and Saturday Midday Peak hours. It is noted, the reported results are from the aggregate of 10 SimTraffic simulations which use a random number generator to seed the network with vehicles. These results reflect dynamic conditions and are more accurate than the results of the static analysis reported by Synchro. Due to the random number generator results can sometimes show slightly better operations on minor movements under higher traffic conditions when the intersections are operating well. This can be seen when delays and queues noted in the Build Scenario are slightly less than the No-Build or Existing Scenarios.

### Analysis Results

Tables 3 summarizes the results of the operational analysis. Note the 2025 No-Build and Build operations reflect the additional traffic associated with the annual growth rate applied to existing traffic volumes. Additionally, the Build operations include the net new traffic forecast for the Proposed Project.

**Table 3. Operational Analysis**

| 2025 No-Build and Build                                |                                                         |               |              |             |              |              |             |  |
|--------------------------------------------------------|---------------------------------------------------------|---------------|--------------|-------------|--------------|--------------|-------------|--|
| Intersection                                           | Measure of Effectiveness (Delay in Sec and Queue in Ft) |               |              |             |              |              |             |  |
|                                                        | Criteria                                                | 2025 No-Build |              |             | 2025 Build   |              |             |  |
|                                                        |                                                         | AM Pk Hr      | PM Pk Hr     | Sat Pk Hr   | AM Pk Hr     | PM Pk Hr     | Sat Pk Hr   |  |
| Larpenteur Ave W & Kent St (Side Stop Controlled)      | Overall LOS & Delay                                     | A 1.1         | A 1.6        | A 1.0       | A 2.0        | A 2.2        | A 1.7       |  |
|                                                        | Worst Mvmt. LOS & Delay                                 | B 13.4 (SBL)  | C 17.6 (SBL) | A 5.6 (SBL) | B 12.7 (SBL) | B 11.9 (SBL) | A 8.5 (SBL) |  |
|                                                        | 95th Percentile Queue                                   | SB - 22'      | SB - 37'     | SB - 22'    | SB - 52'     | SB - 60'     | SB - 62'    |  |
| Kent Street & South Site Access (Side Stop Controlled) | Overall LOS & Delay                                     | A 0.1         | A 1.7        | A 0.1       | A 1.9        | A 1.7        | A 1.7       |  |
|                                                        | Worst Mvmt. LOS & Delay                                 | A 0.2 (NB)    | A 3.9 (WBL)  | A 0.1 (NB)  | A 4.3 (WBL)  | A 4.4 (WBL)  | A 4.6 (WBL) |  |
|                                                        | 95th Percentile Queue                                   | NONE          | WB - 32'     | NONE        | WB - 44'     | WB - 48'     | WB - 48'    |  |
| Kent St & Middle Site Access (Side Stop Controlled)    | Overall LOS & Delay                                     | A 0.1         | A 0.1        | A 0.1       | A 0.1        | A 0.1        | A 0.1       |  |
|                                                        | Worst Mvmt. LOS & Delay                                 | A 0.1 (SBT)   | A 0.1 (SBT)  | A 0.1 (SBT) | A 0.6 (NBT)  | A 0.4 (SBT)  | A 0.3 (NBT) |  |
|                                                        | 95th Percentile Queue                                   | NONE          | NONE         | NONE        | NONE         | NONE         | NONE        |  |
| Kent Street & North Site Access (Side Stop Controlled) | Overall LOS & Delay                                     | A 1.1         | A 0.5        | A 0.1       | A 1.1        | A 1.0        | A 0.6       |  |
|                                                        | Worst Mvmt. LOS & Delay                                 | A 3.9 (WBL)   | A 3.8 (WBL)  | A 0.1 (WB)  | A 3.8 (WBL)  | A 3.4 (WBL)  | A 3.7 (WBL) |  |
|                                                        | 95th Percentile Queue                                   | WB - 10'      | WB - 14'     | NONE        | WB - 14'     | WB - 17'     | WB - 14'    |  |

The results shown in Table 3 indicate the 2025 No-Build operations of the study area intersections are acceptable with LOS A for overall operations and LOS C or better for individual travel lane operations, with manageable vehicle queuing. Further, the results in Table 3 indicate the 2025 Build overall operations and travel lane operations of the study area intersections and site access are the same with acceptable LOS A for overall operations and LOS B or better for travel lane operations, with manageable vehicle queuing. The addition of site-generated traffic slightly increases delay and queuing but not above unacceptable levels as the existing roadway network has available capacity.



### On-Site Circulation

The Proposed Project is adding household hazardous waste disposal/recycling to the existing site that provides for organic/compost disposal. As part of the project, the organic/compost use is being moved to the north end of the site. Traffic for the organic/compost use will travel on Kent Street to the north end of the site and circulate to the east along a one-way loop and dispose of their waste.

The new household hazardous waste disposal facility will be located in the center of the site. Traffic for this new service provided with the project will enter the site at the middle access from Kent Street and circulate along a way one-way loop exiting the site at the southern site access to Kent Street. There will be five locations for vehicles to dispose of their material, such as used motor oil, discarded computer products, florescent light bulbs, etc. and there are 42 planned spaces for vehicles to queue as they wait their turn. Drivers will be assisted by Ramsey County staff in their disposal of their waste and discussions with Hennepin County staff indicates that vehicles complete their disposal efforts in under a minute. The layout of the site with vehicle stacking should be able to accommodate over 200 vehicles per hour.

The employees and visitors will be able to enter the parking area at the southern access from Kent Street. The site is planned to include 30 parking spaces for the visitor and 27 spaces for employees.

### Summary and Conclusions

The following provides a summary of the study, traffic operations and recommendations:

- AM and PM peak hour traffic operations were analyzed for year 2025 conditions without and with the Proposed Project.
- The Proposed Project will generate 126 trips (63 entering and 63 exiting) during the morning traffic Peak hour, evening traffic Peak hour, and Saturday Midday Peak hour and 500 daily trips.
- Results of the traffic analysis for year 2025 without the Proposed Project indicate acceptable operations with minimal vehicle delay and back-ups at adjacent intersections.
- Results of the traffic analysis for year 2025 with the Proposed Project indicate acceptable operations with minimal vehicle delay and back-ups. No mitigation measures at adjacent intersections and access intersection are recommended.
- The Proposed Project has developed a circulation plan for the independent operation associated with organic material disposal, and household hazardous waste disposal which segregates these two use to different areas of the site. Users of these two separate operations will enter one-way circulation patterns that will have sufficient capacity for the anticipated demand.

### Attachments: Figures 1-7

**(Appendices with Traffic Counts and Synchro/Simtraffic Worksheets are available upon request.)**



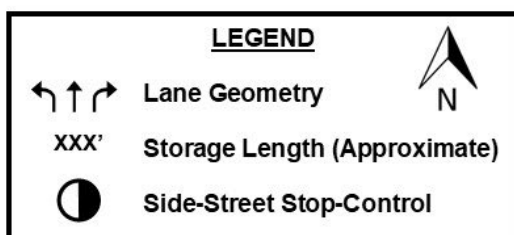
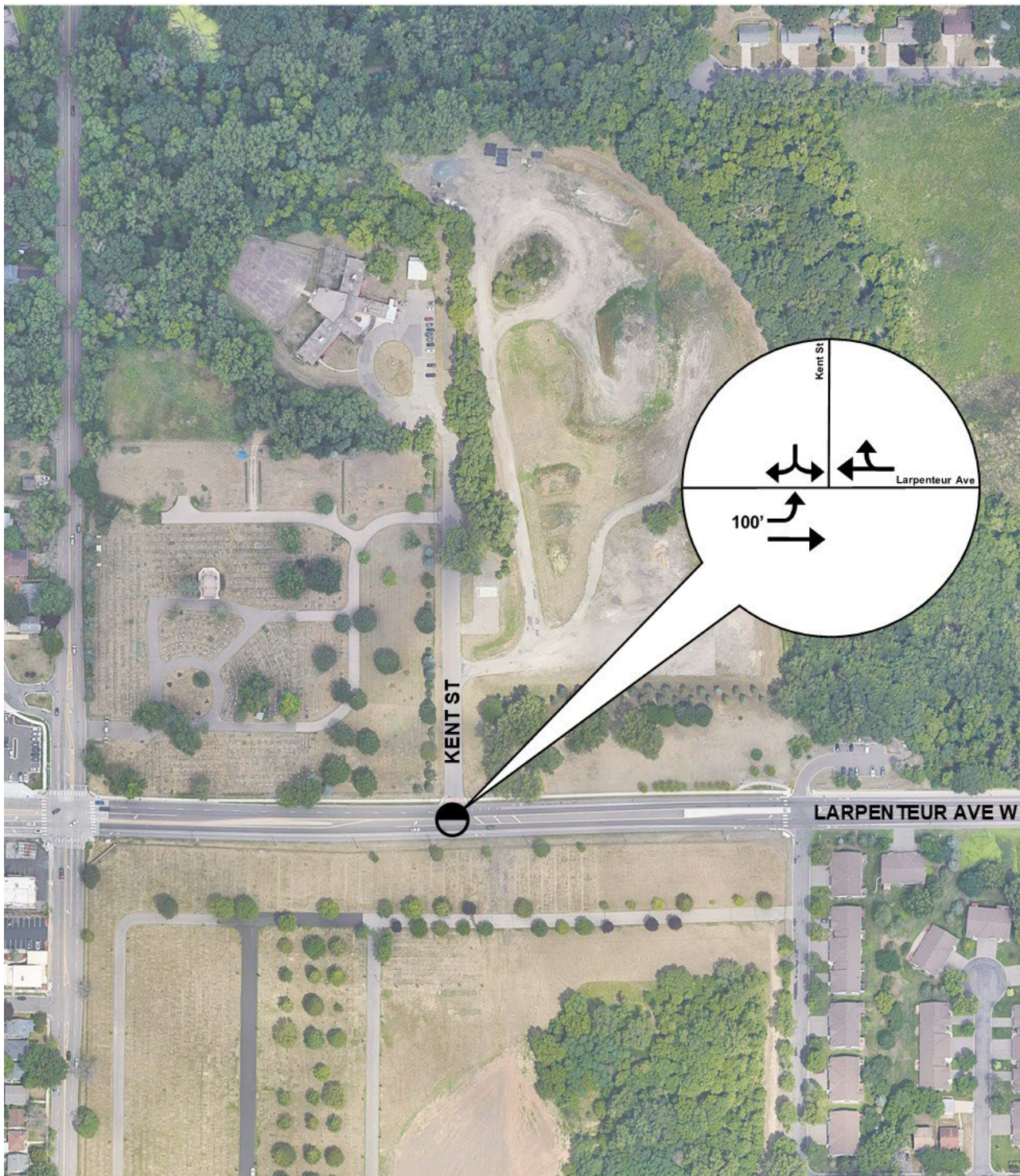
**Figure 1 - Vicinity Map**





**Figure 2 - Conceptual Site Plan (From Others)**





**Figure 3 - Existing Geometrics**



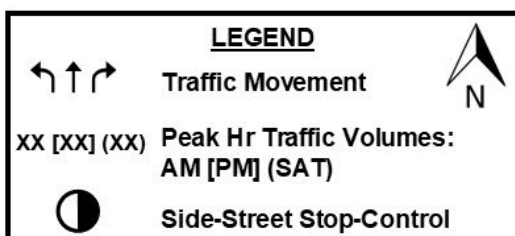
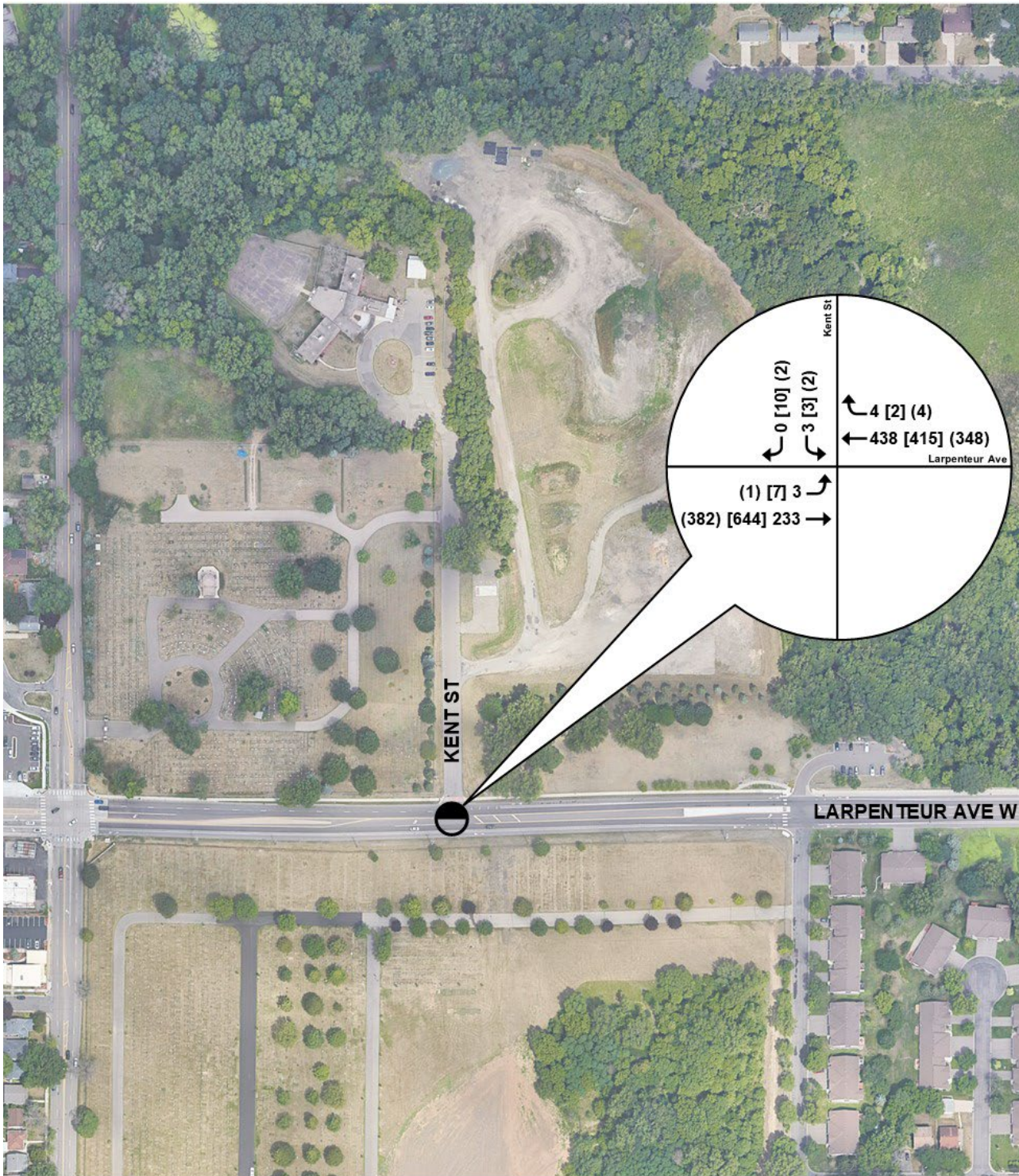
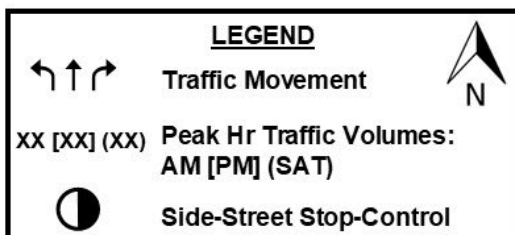
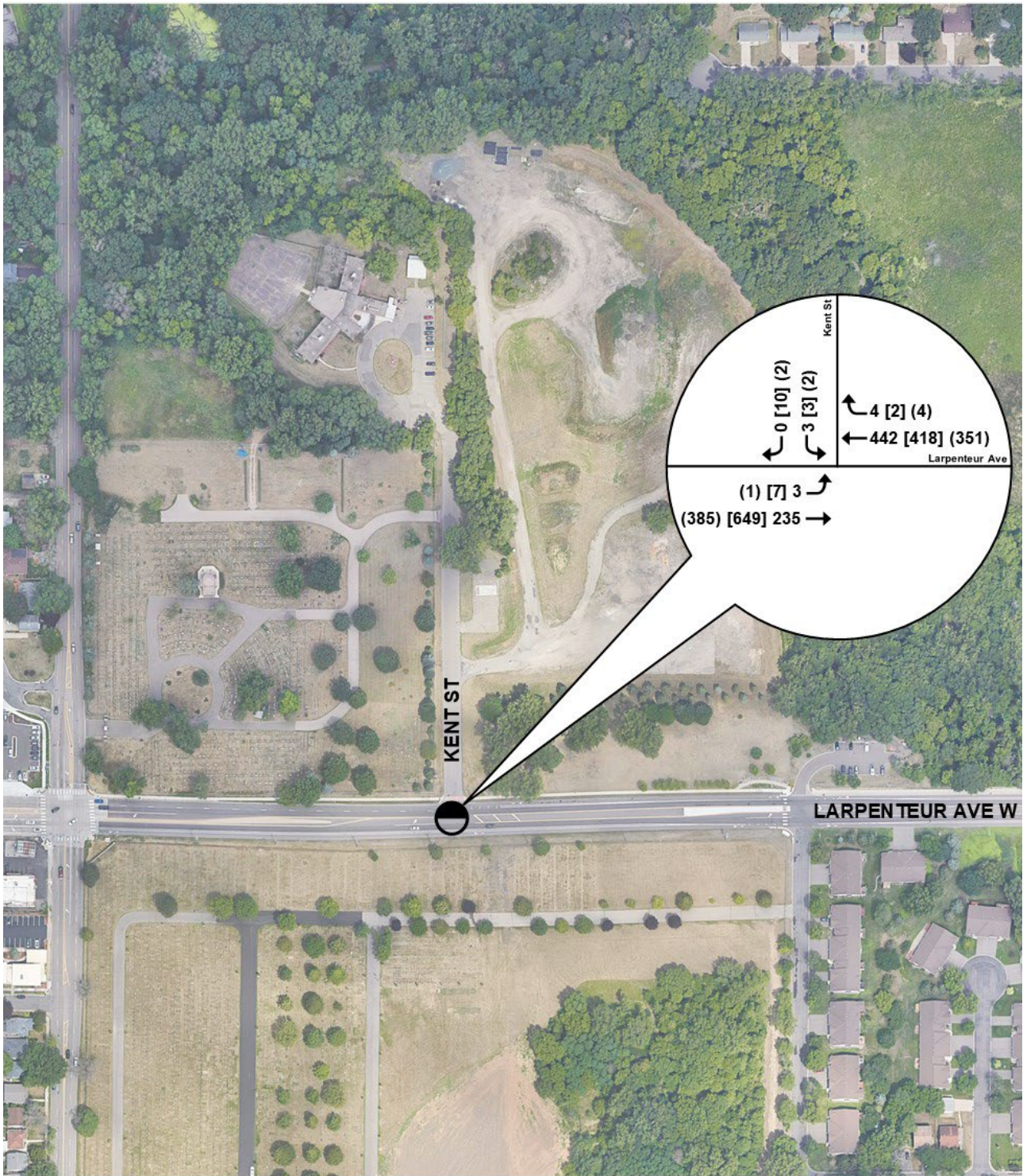


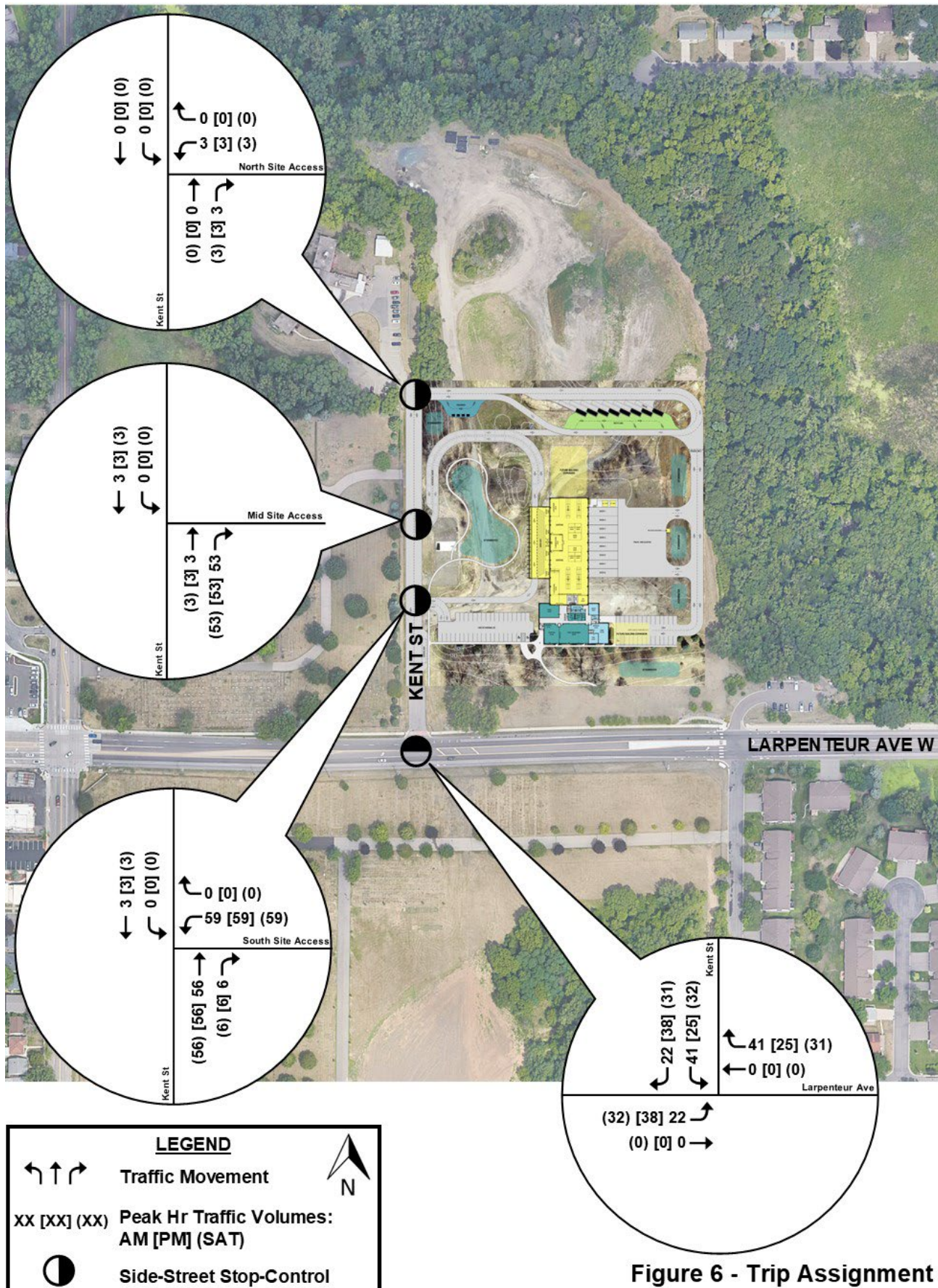
Figure 4 - Existing Traffic Volumes





**Figure 5 - 2025 No-Build Traffic Volumes**







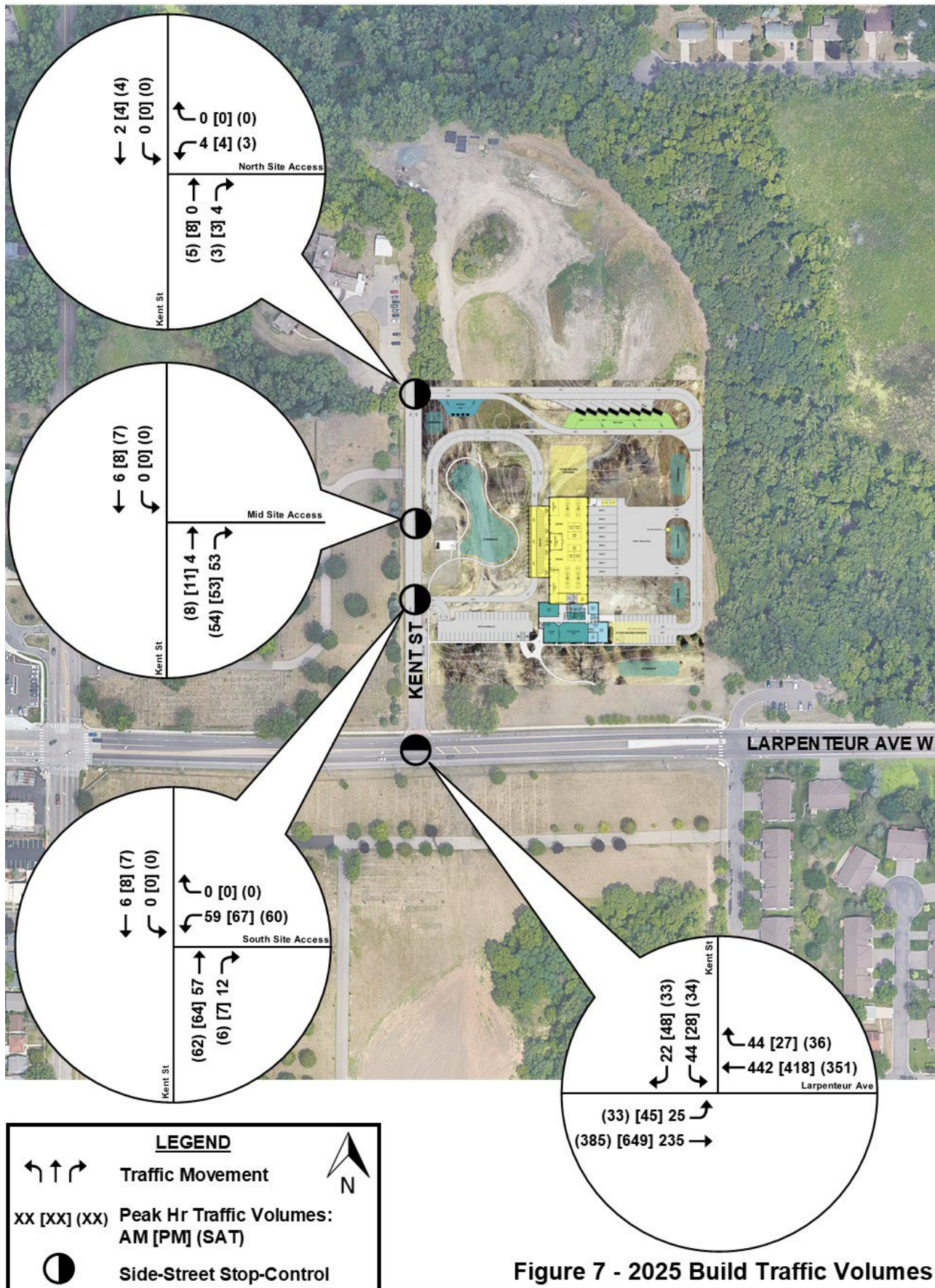


Figure 7 - 2025 Build Traffic Volumes



## CHAPTER 1007 INSTITUTIONAL DISTRICT

### SECTION:

- 1007.01: Statement Of Purpose
- 1007.02: Design Standards
- 1007.03: Table of Allowed Uses

### 1007.01: STATEMENT OF PURPOSE

The Institutional District is designed to:

- A. Permit and regulate a variety of governmental, educational, religious, and cultural uses that provide important services to the community. These uses are not located within a particular geographic area and are often in proximity to lower-density residential districts.
- B. Require appropriate transitions between higher-intensity institutional uses and adjacent lower-density residential districts.
- C. Encourage sustainable design practices that apply to buildings, private development sites, and the public realm in order to enhance the natural environment.

### 1007.02: DESIGN STANDARDS

The following standards apply to new buildings and major expansions of existing buildings (i.e., expansions that constitute 50% or more of building floor area) in the Institutional District. Design standards apply only to the portion of the building or site that is undergoing alteration.

- A. Corner Building Placement: At intersections, buildings shall have front and side facades aligned at or near the front property line.
- B. Entrance Orientation: Primary building entrances shall be oriented to the primary abutting public street. The entrance must have a functional door. Additional entrances may be oriented to a secondary street or parking area. Entrances shall be clearly visible and identifiable from the street and delineated with elements such as roof overhangs, recessed entries, landscaping, or similar design features.
- C. Vertical Facade Articulation: Buildings shall be designed with a base, a middle and a top, created by variations in detailing, color and materials. A single-story building need not include a middle.
  - 1. The base of the building should include elements that relate to the human scale, including doors and windows, texture, projections, awnings, and canopies.
  - 2. Articulated building tops may include varied rooflines, cornice detailing, dormers, gable ends, stepbacks of upper stories, and similar methods.
- D. Horizontal Facade Articulation: Facades greater than 40 feet in length shall be visually articulated into smaller intervals of 20 to 40 feet by one or a combination of the following techniques:
  - 1. Stepping back or extending forward a portion of the facade;
  - 2. Variations in texture, materials or details;

3. Stepbacks of upper stories; or

4. Placement of doors, windows and balconies.

E. Window and Door Openings:

1. Windows, doors, or other openings shall comprise at least 60% of the length and at least 40% of the area of any ground floor facade fronting a public street. At least 50% of the windows shall have the lower sill within 3 feet of grade.

2. Windows, doors, or other openings shall comprise at least 20% of side and rear ground floor facades not fronting a public street. On upper stories, windows, or balconies shall comprise at least 20% of the facade area.

3. Glass on windows and doors shall be clear or slightly tinted to allow views in and out of the interior. Spandrel (translucent) glass may be used on service areas.

4. Window shape, size, and patterns shall emphasize the intended organization and articulation of the building facade.

5. Displays may be placed within windows. Equipment within buildings shall be placed at least 5 feet behind windows.

F. Materials: All exterior wall finishes on any building must be a combination of the following materials: No less than 60% face brick; natural or cultured stone; pre-colored factory stained or stained on site textured pre-cast concrete panels; textured concrete block; stucco; glass; fiberglass or similar materials and no more than 40% pre-finished metal, cor-ten steel, copper, premium grade wood with mitered outside corners (e.g., cedar, redwood, and fir), or fiber cement board. Under no circumstances shall sheet metal aluminum, corrugated aluminum, asbestos, iron plain or painted, or plain concrete block be acceptable as an exterior wall material on buildings within the city. Other materials of equal quality to those listed may be approved by the Community Development Department.

G. Four-sided Building Design: Building design shall provide consistent architectural treatment on all building walls. All sides of a building must display compatible materials, although decorative elements and materials may be concentrated on street-facing facades. All facades shall contain window openings. This standard may be waived by the Community Development Department for uses that include elements such as service bays on one or more facades.

H. Special or Object-Oriented Buildings: In some cases, a uniquely designed building may be proposed that is considered outside of these stated Standards due to its purpose, use, design, and/or orientation (e.g. a memorial, special civic function, etc.). If such a building is proposed, then it may be considered independently of these standards and would be subject to final approval by the City Council.

I. Maximum Building Length: Building length parallel to the primary abutting street shall not exceed 200 feet without a visual break such as a courtyard or recessed entry, except where a more restrictive standard is specified for a specific district.

J. Garage Doors and Loading Docks: Loading docks shall be located on rear or side facades and, to the extent feasible, garage doors should be similarly located. Garage doors of attached garages on a building front shall not exceed 50% of the total length of the building front.

K. Rooftop Equipment: Rooftop equipment, including rooftop structures related to elevators, shall be completely screened from eye level view from contiguous properties and adjacent streets. Such equipment shall be screened with parapets or other materials similar to and compatible with exterior materials and architectural treatment on the structure being served. Horizontal or vertical slats of wood material shall not be utilized for this purpose. Solar and wind energy equipment is exempt from this provision if screening would interfere with system operations.

L. Dimensional Standards:

| Table 1007-1                              |                                                                                                                                                                       |
|-------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Minimum lot area                          | No requirement                                                                                                                                                        |
| Maximum building height                   | 60 Feet                                                                                                                                                               |
| Front yard building setback (min. - Max.) | No requirement                                                                                                                                                        |
| Minimum side yard building setback        | 10 Feet where windows are located on a side wall<br>or on an adjacent wall of an abutting property<br>20 Feet from residential lot boundary<br>Otherwise not required |
| Minimum rear yard building setback        | 25 Feet from residential lot boundary<br>10 Feet from nonresidential boundary                                                                                         |
| Minimum surface parking setback           | 15 Feet from the property line<br>20 Feet from the property line abutting a residential<br>property                                                                   |

M. Improvement Area: Improved area, including paved surfaces and footprints of principal and accessory buildings and structures, shall not exceed 75%.

N. Surface Parking: Surface parking on large development sites shall be divided into smaller parking areas with a maximum of 100 spaces in each area, separated by landscaped areas at least 10 feet in width. Landscaped areas shall include pedestrian walkways leading to building entrances.

O. Parking Placement: Where parking is placed between a building and the abutting street, the building shall not exceed a maximum setback of 85 feet, sufficient to provide a single drive aisle and two rows of perpendicular parking along with building entrance access and required landscaping. This setback may be extended to a maximum of 100 feet if traffic circulation, drainage and/or other site design issues are shown to require additional space. Screening along side and rear lot lines abutting residential properties is required, consistent with Section 1011.03B.

(Ord. 1435, 4-8-2013) (Ord. 1494A, 2/22/2016)

**1007.03: TABLE OF ALLOWED USES**

Table 1007-2 lists all permitted and conditional uses in the Institutional District.

A. Uses marked as “P” are permitted.

B. Uses marked with a “C” are allowed as conditional uses in the district where designated.

C. A “Y” in the “Standards” column indicates that specific standards must be complied with, whether the use is permitted or conditional. Standards for permitted uses are included in Chapter 1011, Property Performance Standards; standards for conditional uses are included in Chapter 1009, Procedures.

| <b>Table 1007-2</b>                              | <b>INST</b> | <b>Standards</b> |
|--------------------------------------------------|-------------|------------------|
| <b>Civic/Institutional</b>                       |             |                  |
| Cemetery                                         | P           |                  |
| College, or post-secondary school, campus        | C           | Y                |
| Community center                                 | P           |                  |
| Emergency services (police, fire, ambulance)     | P           |                  |
| Table 1007-2                                     | INST        | Standards        |
| Government office                                | P           |                  |
| Library                                          | P           |                  |
| Museum, cultural center                          | P           |                  |
| Multi-purpose recreation facility, public        | P           |                  |
| Place of assembly                                | P           | Y                |
| Parking, off-site                                | C           | Y                |
| School, elementary or secondary                  | P           |                  |
| Theater, performing arts center                  | P           |                  |
| <b>Transportation</b>                            |             |                  |
| Maintenance facility                             | C           |                  |
| Park and ride facility                           | C           |                  |
| <b>Accessory Uses, Buildings, and Structures</b> |             |                  |

| <b>Table 1007-2</b>                                 | INST | Standards |
|-----------------------------------------------------|------|-----------|
| Accessibility ramp and other accommodations         | P    |           |
| Accessory structure                                 | P    |           |
| Athletic fields                                     | P    |           |
| Athletic fields with lights                         | C    |           |
| Garden, public or community (flowers or vegetables) | P    | Y         |
| Gymnasium                                           | P    |           |
| Portable restroom facilities                        | P    | Y         |
| Public announcement system                          | C    |           |
| Renewable energy systems                            | P    | Y         |
| Swimming pool                                       | P    |           |
| Telecommunication towers                            | C    | Y         |
| Trash receptacle                                    | P    |           |

**From:** [McKenna, Andrea](#)  
**To:** [Lydia Major](#); [Thomas Paschke](#)  
**Cc:** [Homolka, James](#); [Martin Thompson](#); [Jess Vetrano](#)  
**Subject:** RE: ESC Submittal  
**Date:** Thursday, May 11, 2023 9:58:22 AM  
**Attachments:** [image002.png](#)  
[Environmental Service Center PowerPoint \(small file size\).pdf](#)  
[Fall 22 Engagement Summary.pdf](#)  
[Spring 23 Engagement Summary \(draft\).docx](#)

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You don't often get email from [andrea.mckennan@co.ramsey.mn.us](mailto:andrea.mckennan@co.ramsey.mn.us). [Learn why this is important](#)

**Caution:** This email originated outside our organization; please use caution.

Hi Thomas,

As Lydia promised, I'm writing to share a summary of the engagement work we've conducted related to the Environmental Service Center. Below and attached is some information related to our most recent engagement work. We've conducted two rounds of engagement since last fall, and we plan to do one more round this summer.

- Fall 2022 engagement – Community feedback on proposed site location. Held four community listening sessions (two in person, two virtual) and offered an online survey. All residents within a mile radius of the proposed site were mailed an invite. 73 people attended the listening sessions, and 25 people responded to the survey. The summary of this engagement work is attached (Fall 22 Engagement Summary).
- Spring 2023 engagement – Community feedback on proposed site and building plan. Held four community listening sessions (two in person, two virtual) and offered an online survey. 32 people attended the listening sessions, and 189 people responded to the survey. We don't yet have the final summary of this engagement work, but I'm attaching a rough summary (Spring 23 Engagement Summary Draft), as well as the PowerPoint that we shared at the listening sessions (Environmental Service Center PowerPoint). When we have the final summary document complete, I'll share that.
- Summer 2023 engagement – We intend to conduct another round of community engagement this summer, when we'll be sharing proposed building designs with the public for feedback. We'd be happy to incorporate any questions that you'd like us to bring to those conversations – please let us know if you have thoughts on that.

We also conducted additional engagement in 2020 and 2021 that helped define the vision for this facility. This engagement work was broader in nature and addressed the county's waste system more generally. Would that information be helpful to see as well? If so, I'll send info on that.

Let me know if it would be helpful to have a conversation about any of this work.

Thank you!  
Andrea



FALL 2022 COMMUNITY  
ENGAGEMENT SUMMARY

# Environmental Service Center



**Ramsey County is building a new facility to provide more opportunities for residents to reduce, reuse, repair and recycle. Here's what may be included:**

- Free drop-off site for recyclables, food scraps, electronic waste and household hazardous waste.
- Space for community education and resources.
- Permanent location for Fix-It Clinics where the community can get household items fixed for free and learn valuable repair skills.
- Free product reuse room where the community can find products like paints, automotive fluids and household cleaners.

## Community Open Houses October 2022

Community open house engagements were conducted virtually and in person during October of 2022. Residents were invited to learn about and share their ideas about the Environmental Service Center, inquire about the new facility and programs, receive answers to their questions and concerns and see example design ideas.

### Here's how residents were invited:

- Letter sent to households within one mile of proposed facility location.
- Social media and newsletters shared by the county, as well as by cities and district councils within the county.
- Focus was on residents living closest to the proposed site, but all Ramsey County residents were encouraged to attend.

*Feedback received and summarized in this document is helping to inform the development of the Environmental Service Center.*

**Will having an Environmental Service Center encourage you to recycle more?**

**68% YES**



**54%**

of residents are **very interested** in recycling and waste disposal services.

## Survey Method



Online  
Survey



Mentimeter  
Survey



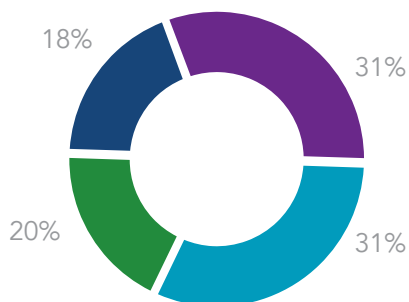
Question and Answer  
at Open Houses

## Residents attending were from

Saint Paul  
Roseville  
Arden Hills  
New Brighton  
North Saint Paul

## Interest in Services

### Which recycling and waste disposal services are you most interested in participating in?

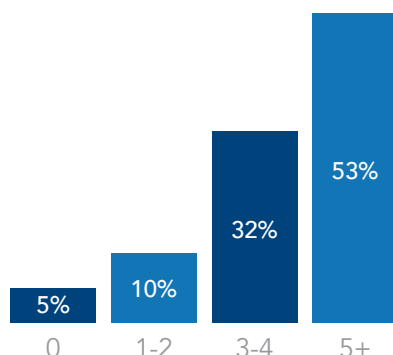


- Household hazardous waste collection
- Food scraps drop-off
- Electronic waste collection
- General recycling drop-off

## Facility Use

### How often do you think you will use the Environmental Service Center?

Results in times per year.



### What is most exciting about the new facility?

Featured in order of how often each topic was mentioned.

- One stop shop
- Community space
- Location/accessibility
- Fix-It Clinics
- Free electronics recycling
- Recycling and waste education

## Reuse and Repair

### How interested are you in having reuse and repair programming?



Remaining residents are hardly or not at all interested.

### How interested are you in using the free product reuse room?



Remaining residents are hardly or not at all interested.

**94%** of residents

are looking forward to using the Environmental Service Center.



### What does Ramsey County need to consider when building the Environmental Service Center?

Featured in order of how often each topic was mentioned.

Impact on surroundings (including safety)

Accessibility (bikers, pedestrian, public transit)

Educational programming/ community space

Use of sustainable and environmentally friendly materials (in construction of facility and maintenance)

Collaboration with community



ENHANCING ENVIRONMENTAL HEALTH SERVICES

# Environmental Service Center

# Welcome

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## Presenters

- Sara Hollie, Director, Public Health
- Rae Eden Frank, Interim Division Manager, Environmental Health
- Jennifer McMaster, Director of Planning and Project Management

## Objectives

- Introduce the Enhancing Environmental Health Services initiative
- Discuss plans for an Environmental Service Center
- Hear from you!





# Group Agreements

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- Share your thoughts and be open-minded.
- Listen actively/respectfully when others are speaking.
- Speak from your own experience instead of generalizing ("I" instead of "they," "we," and "you").
- If you have a question, please ask it respectfully and refrain from personal attacks.
- Do not dominate the conversation and allow others to be heard.

# Land Acknowledgement

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Every community owes its existence and vitality to generations from around the world who contributed their hopes, dreams, and energy to making the history that led to this moment. Some were brought here against their will, some were drawn to leave their distant homes in hope of a better life, and some have lived on this land since time immemorial. Truth and acknowledgment are critical to building mutual respect and connection across all barriers of heritage and difference.

We are standing on the ancestral lands of the Dakota People. We want to acknowledge the Ojibwe, the Ho Chunk and the other nations of people who also called this place home. We pay respects to their elders past and present. Please take a moment to consider the treaties made by the tribal nations that entitle non-Native people to live and work on traditional Native lands. Consider the many legacies of violence, displacement, migration, and settlement that bring us together here today. And please join us in uncovering such truths at any and all public events.

The acknowledgment given in the USDAC Honor Native Land Guide - edited to reflect Minnesota tribes. In review with SIA and endorsed by Shannon Geshick, Executive Director Minnesota Indian Affairs Council.



# Ramsey County Goals and Priorities



## County Goal

- Strengthen individual, family and community well-being through innovative programming, prevention and environmental stewardship.

## County Strategic Priority

- Residents first: effective, efficient and accessible operations.

# Enhancing Environmental Health Services

- System-wide redesign of services provided to residents.
- Motivated by resident feedback, which identified opportunities for improvement in accessibility, efficiency and scope of services.



# What is an Environmental Service Center?

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- Facility for the collection of recyclables, food scraps and household hazardous waste.
  - Household hazardous waste includes items such as cleaning supplies, paint, fuel, batteries, used oil, fluorescent bulbs, electronic waste and more.
- Permanent location for Fix-It Clinics.
- Free product reuse room where the community can find items like paint, automotive fluids and household cleaners.
- Space for community education programs.







Existing facility, Washington County  
Environmental Center, MN



Conceptual rendering of facility in  
Pope Douglas, MN

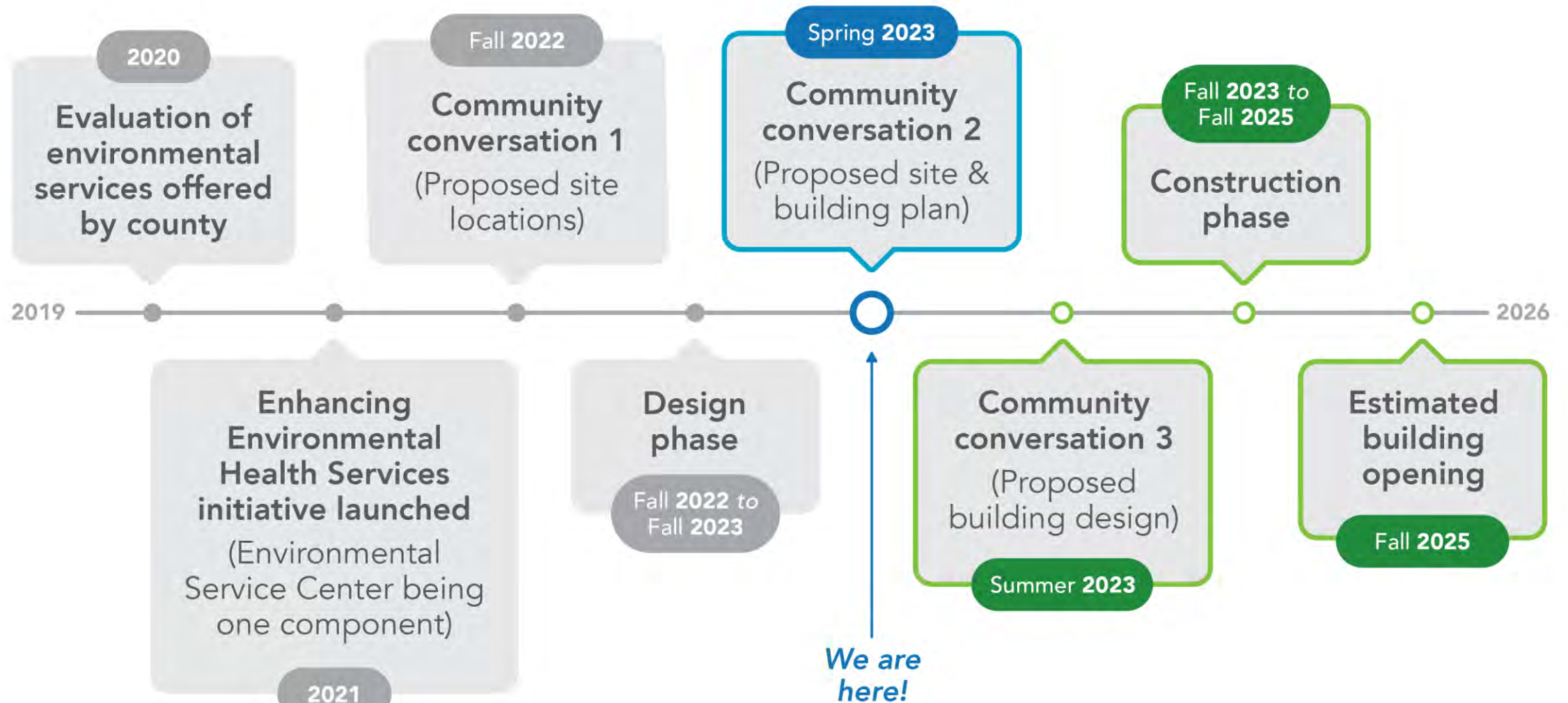












*Timeline is subject to change.*

# What We've Heard from You

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Through surveys and listening sessions conducted in fall of 2022 we heard:

- 94% of residents are looking forward to using the new Environmental Service Center.
- Residents are excited about:
  - One-stop shop for recycling and disposal services
  - Community space
  - Convenient, accessible location
- Residents are concerned about:
  - Impact to surrounding area – traffic, safety, and noise
  - Ensuring accessibility

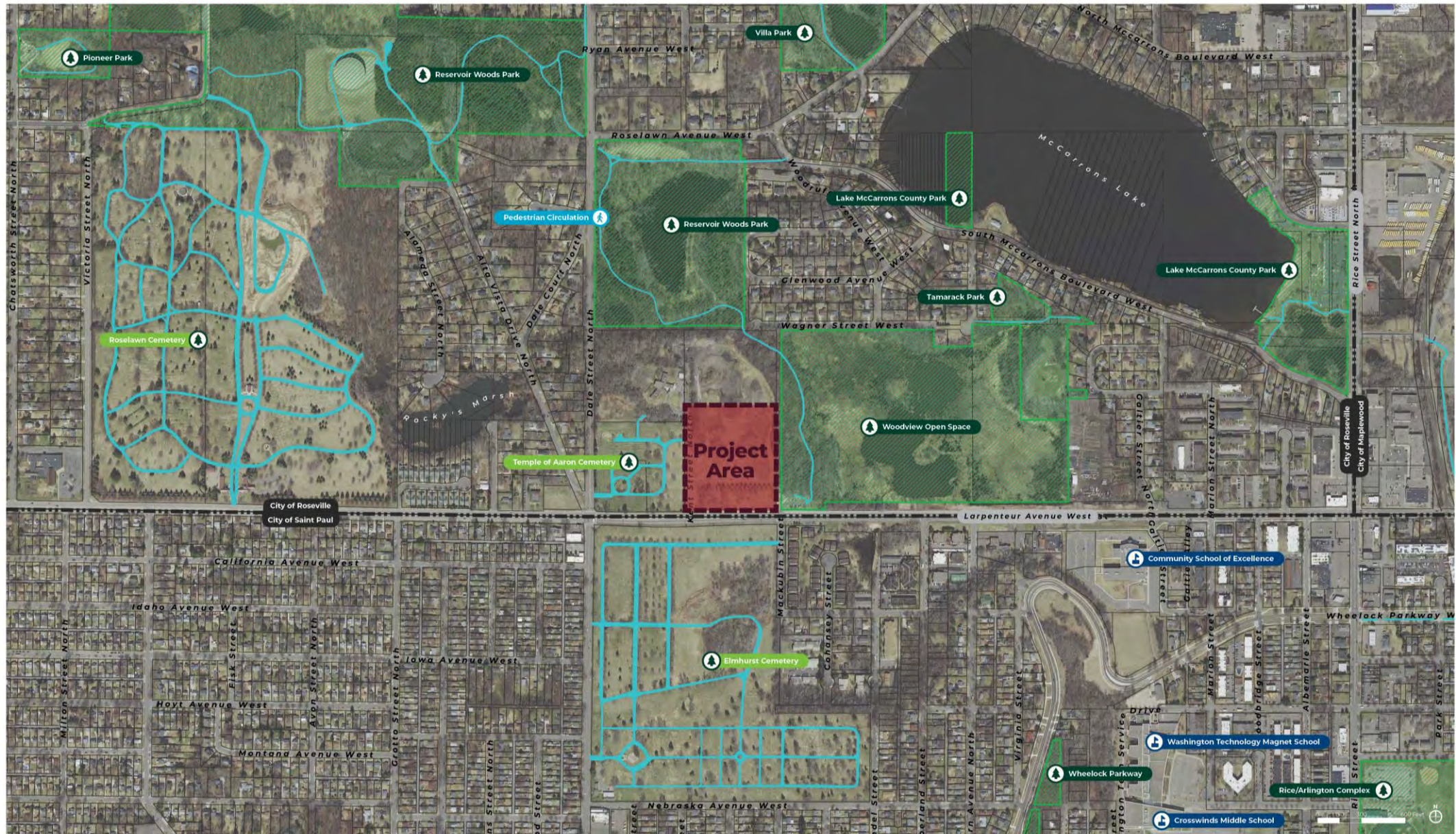
# Addressing Your Concerns

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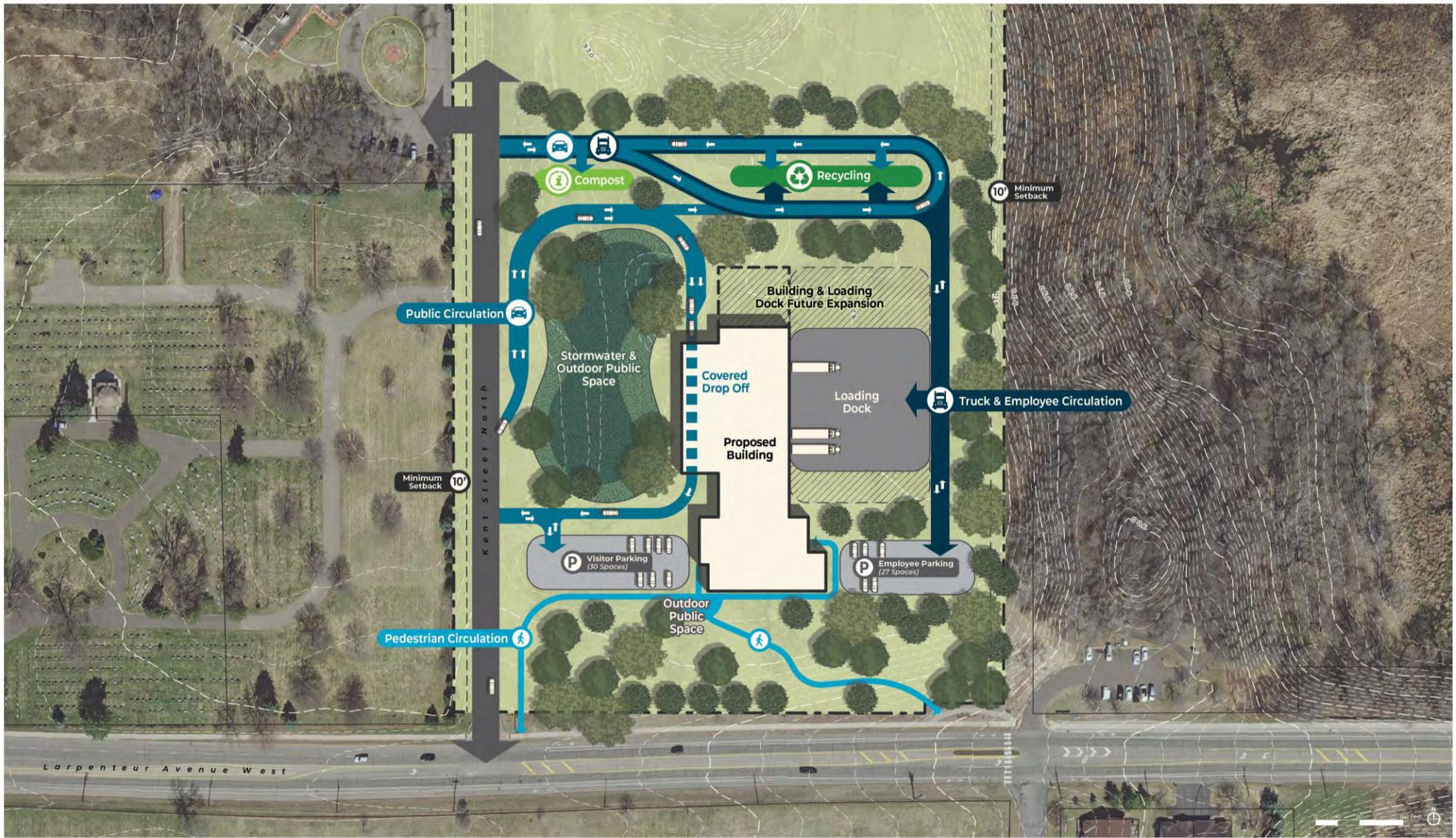
- Impact to surrounding area:
  - New plantings will provide buffer between site and nearby neighbors and park
  - Hill between site and park space will help with buffering as well
  - Conducting traffic assessment to help ensure minimal traffic disruption to surrounding area
- Ensuring accessibility:
  - Site is centrally-located in county
  - Site is located along public transit lines and public walkways



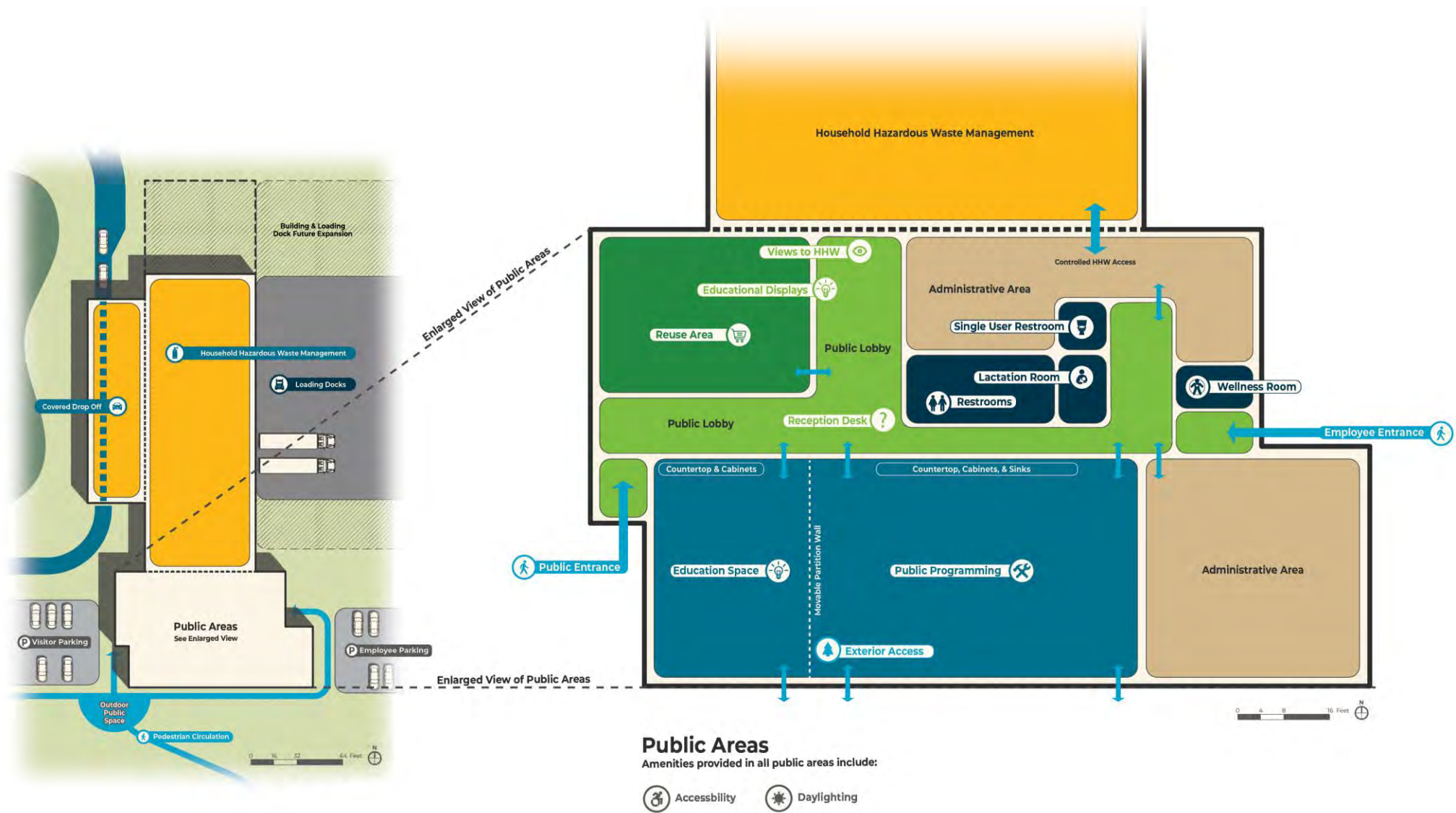














# Funding Source



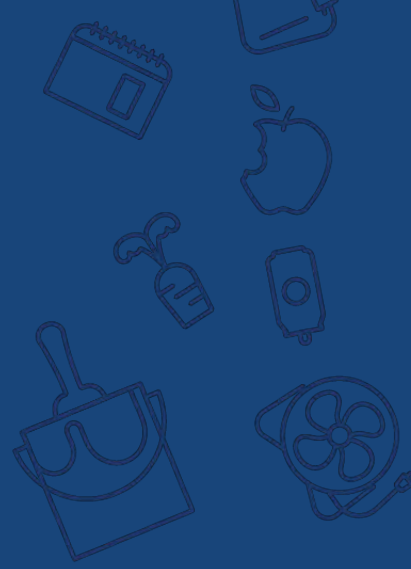
- The Solid Waste Fund, generated from the Ramsey County Environmental Charge, will be used to build the Environmental Service Center.
  - The County Environmental Charge is a fee on trash collection services – it's part of your trash bill
  - Projected cost range: \$27 - \$29 million
- There will be **no increase** to the existing County Environmental Charge as a result of constructing this facility.

# Next Steps

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- Resident survey: [www.ramseycounty.us/ESC](http://www.ramseycounty.us/ESC)
- Community listening sessions through early April.
- Feedback gathered through this process will inform site and facility plan.
- Will have preliminary facility designs to share with community in early summer.





# *Questions?*

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[www.ramseycounty.us/ESC](http://www.ramseycounty.us/ESC)  
[AskEH@ramseycounty.us](mailto:AskEH@ramseycounty.us)

## Thomas Paschke

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**From:** Laurie Siewert <LSiewert@McManis-Monsalve.com>  
**Sent:** Tuesday, June 6, 2023 2:35 PM  
**To:** RV Planning  
**Cc:** Matascastillo, Trista Louise  
**Subject:** 6/7/23 Planning Commission Meeting; PF23\_005  
**Attachments:** RE: Mackubin and Larpenteur

You don't often get email from lsiewert@mcmanis-monsalve.com. [Learn why this is important](#)

**Caution:** This email originated outside our organization; please use caution.

Attn: Mr. Thomas Paschke  
Re: Kent Street Project, PF23\_005

Mr. Paschke,

I am not able to attend the Planning Commission meeting tomorrow evening, and would appreciate it if you would add this email into the record of discussion. I have read through the attachments for the project on Kent Street, PF23\_005. I am concerned with your finding that the projected increased traffic on Larpenteur falls within acceptable limits. Acceptable to the user going to the new center? Or to the residents who live nearby? Adding 500 trips per day on Larpenteur will not go unnoticed to nearby residents.

Our townhome association, Cohansey Park Townhomes, is situated on Mackubin and Cohansey streets. Larpenteur is the only outlet from our neighborhood; we do not have another option when traffic backs up.

Of note, your traffic study from 2018 was done prior to the conversion of Larpenteur from 4 lanes to 3. I am glad you didn't use numbers during the pandemic, however, using a traffic study prior to the rebuild does not provide you an accurate forecast. During one of the listening sessions in 2019 for the Larpenteur conversion, the county engineer verbally shared with me that it could take over 2-1/2 minutes to turn left from Mackubin. Once Dale is similarly converted, you should expect further delays during rush hour.

I am including an email from August, 2019 to the County Engineer in charge of the Larpenteur conversion project related to traffic issues from the conversion. Promises made pre-conversion were not kept; the changes made in 2019 were made permanent in 2020, without any changes to accommodate resident concerns.

**Please include a plan to re-review traffic projections on Larpenteur.** Thank-you for your consideration.

*Laurie Siewert*

President  
Cohansey Park Townhomes  
1650 Mackubin Street, St. Paul, MN 55117  
Office: 651-348-8860 | Cell: 651-261-6491

Links:

<https://rosevillemn.portal.civicclerk.com/event/2136/overview>

Attachment 4:

<https://civicclerk.blob.core.windows.net/stream/ROSEVILLEMN/69d7f890-8d19-46ce-8fc9-41e1ae335067.pdf?sv=2022-11-02&st=2023-06-06T16%3A12%3A56Z&se=2024-06-06T16%3A17%3A56Z&sr=b&sp=r&sig=itD973BIVJ1vVleSWmsQl07pFWPE12bql0hIdYw87y4%3D>

Attachment 6:

<https://civicclerk.blob.core.windows.net/stream/ROSEVILLEMN/d71f8baa-af3d-41cf-b873-cf48adfc5fe3.pdf?sv=2022-11-02&st=2023-06-06T16%3A12%3A56Z&se=2024-06-06T16%3A17%3A56Z&sr=b&sp=r&sig=o1nmXVMS%2Bhm5RfmwhTW4BtTGBW%2FvSZSy2t0bgt0%2BIcE%3D>



EXTRACT OF THE JUNE 7, 2023 PLANNING COMMISSION DRAFT MEETING MINUTES

**a. Request by LHB and Ramsey County Property Management to Consider a Zoning Code Text Amendment to §1001.10, Definitions, and the Table of Allowed Uses (1007-2) of the Institutional District, and to Consider a Conditional Use, all in Support of an Environmental Service Center at 1725 Kent Street (PF23-005)**

Chair Pribyl opened the public hearing for PF23-005 at approximately 6:34 p.m. and reported on the purpose and process of a public hearing. She advised this item will be before the City Council on July 10, 2023.

Chair Pribyl indicated she was going to recuse herself and turn over the management of this item to Vice-Chair Schaffhausen. She indicated she works for the firm that is doing the design on this building but is not personally involved.

City Planner Paschke summarized the request as detailed in the staff report dated June 7, 2023.

Member McGehee asked if there was a specific reason why staff chose to make this a conditional use rather than permitted.

Mr. Paschke indicated the main reason for the conditional use over a permitted use was when the initial discussion was brought to the Planning Commission there were potential concerns or issues that were raised by Commissioners as it related to an environmental service center and the number of uses. Staff chose to require the conditional use because that is what the Planning Commission had recommended back in 2022. He noted from his perspective it could have gone either way as it related to being permitted but staff felt this was the best path to move forward.

Member McGehee noticed that the Director of Public Works had asked for the traffic study, and she wondered if he was privy to the comments that have come in regarding traffic.

Mr. Paschke explained he sent the Public Works Director the comments and he is the one that forwarded those to the Ramsey County Traffic Engineer and received the reply that is in the packet.

Vice-Chair Schaffhausen asked if this site is currently being used for this purpose.

Mr. Paschke explained it is on an annual basis. For a certain number of days there is an interim use permit to allow for the household hazardous waste.

Vice-Chair Schaffhausen thought that was reason why the Planning Commission wanted the conditional use for this site.

Vice-Chair Schaffhausen invited the applicant to come up to speak .

Ms. Lydia Major, Landscape Architect with LHB explained she was at the meeting on behalf of Ramsey County. She added that Ramsey County has done extensive community engagement around both the idea of having an environmental service center and specifically having one at this site and the response has been very positive. This is a facility that will be an amenity to the community, that will help residents of Roseville and beyond and believe this location is very well intended to serve that. She indicated the traffic has increased in the area but does not seem to have a detrimental impact on Larpeur and to the surrounding intersections. Landscaping will be done and will protect the park and the amenities in the

park. The areas will be complimented with extensive native landscaping, pollinators, and other things that the community feels are very desired on this space. Ramsey County will also be doing its best with LHB to try to protect as many trees as possible in the front facing lot. In addition to that, the building space itself has the warehouse functions and collection functions that are expected but also has some community room and a reuse of free retail space where people can come and get paints and other materials that they would have otherwise go out and buy and they plan to incorporate the building design with the stormwater and other landscape so it is an integral indoor and outdoor space that is really a great amenity to Roseville and Ramsey County.

**Public Comment**

No one came forward to speak for or against this request. Chair Pribyl closed the public hearing.

**MOTION**

**Member McGehee moved, seconded by Member Bjorum, to recommend to the City Council approval of a Zoning Code Text Amendment to §1001.10, Definitions, and the Table of Allowed Uses (1007-2) of the Institutional District, and to Consider a Conditional Use, all in Support of an Environmental Service Center at 1725 Kent Street (PF23-005).**

**Ayes: 5**

**Nays: 0**

**Abstain: 1 (Pribyl)**

**Motion carried.**

## City of Roseville

## ORDINANCE NO. \_\_\_\_

**AN ORDINANCE AMENDING §1001.10 (DEFINITIONS) AND TABLE 1007-2 (INSTITUTIONAL DISTRICTS TABLE OF USES) OF THE ROSEVILLE CITY CODE**

The City Council of the City of Roseville does ordain:

**SECTION 1.** §1001.10 Definitions is hereby amended as follows:

**Environmental Service Center: A multi-purpose government-owned facility where the principal use involves the collection of household hazardous waste, recycling, and organics, including associated offices and public outreach rooms**

**SECTION 2.** Table 1007-2 is hereby amended as follows:

| <b>Table 1007-2</b>                              | <b>Inst</b>     | <b>Standards</b> |
|--------------------------------------------------|-----------------|------------------|
| Emergency services                               | P               |                  |
| Governmental offices                             | P               |                  |
| <b><u>Environmental service center (ESC)</u></b> | <b><u>C</u></b> |                  |
| Library                                          | P               |                  |
| Museum, cultural center                          | P               |                  |

**SECTION 3.** Effective Date. This ordinance amendment to the Roseville City Code shall take effect upon passage and publication.

Passed this 10<sup>th</sup> day of July, 2023.

**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 held on the 10th day of July, 2023, at 6:00 p.m.

The following Council Members were present: \_\_\_\_\_;  
and \_\_\_\_\_ were absent.

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

**RESOLUTION NO. \_\_\_\_**  
**A RESOLUTION APPROVING A CONDITIONAL USE FOR AN ENVIRONMENTAL  
SERVICE CENTER FOR RAMSEY COUNTY AT 1725 KENT STREET (PF23-005).**

WHEREAS, an Environmental Service Center (ESC) is a use in the Institutional (INST) district requiring an approved Conditional Use, and

WHEREAS, City Code §1009.02.C establishes general CU criteria that is required to be met by a CU proposal; and

WHEREAS, the Roseville Planning Commission held the public hearing regarding the proposed CU for an ESC on June 7, 2023, voting 6-0 to recommend approval of the ESC CU for Ramsey County; and

WHEREAS, the property at 1725 Kent Street is legally described as:

**Parcel ID: 132923330001**

**Lots 1, 2, 7 and 8, Sarah's Out Lots to St. Paul**

WHEREAS, the City Council has determined that approval of the proposed ESC CU at 1725 Kent Street pursuant to 1009.02.C of the City Code will not result in adverse impacts to the surrounding properties based on the following findings:

**GENERAL CONDITIONAL USE CRITERIA §1009.02.C:**

*a. The proposed use is not in conflict with the Comprehensive Plan.* While an environmental services center doesn't appreciably advance land use goals of the Comprehensive Plan, aside from facilitating continued investment in a property, the City Council has concluded the proposed use does not conflict with land use goals outlined within the Comprehensive Plan either. More specifically, the General and Commercial Area Goals and Policies sections of the Comprehensive Plan include a number of policies related to reinvestment, redevelopment, quality development, and scale. Additionally, the Comprehensive Plan outlines several goals and strategies related to Resilience and Environmental Protection and the services offered by the ESC aid in supporting many of those stated goals, including reduction in greenhouse gas emissions through leading by example, reducing climate-related risks, and increasing community awareness of resilience and environmental protection issues. Therefore, the City Council has determined the proposed environmental service center would align with the related goals and policies of the Comprehensive Plan.

*b. The proposed use is not in conflict with a Regulating Map or other adopted plan.* The proposed use is not in conflict with such plans because none apply to the property.

- 39 *c. The proposed use is not in conflict with any City Code requirements.* The City Council  
 40 finds the proposed environmental services center can and will meet all applicable City Code  
 41 requirements; moreover, a conditional use approval can be rescinded if the approved use fails  
 42 to comply with all applicable Code requirements or any conditions of the approval.
- 43 *d. The proposed use will not create an excessive burden on parks, streets, and other public*  
 44 *facilities. The Planning Division does not anticipate the proposal will intensify any*  
 45 *practical impacts on parks, streets, or public infrastructure.* Specifically, sanitary sewer  
 46 and water in the area have acceptable capacity for the ESC project and the uses contemplated  
 47 are not of the type that would generate impacts on parks and/or the trail system in the  
 48 area. Specific to traffic and impacts on adjacent streets, the traffic study completed  
 49 (Attachment 1) for the proposed ESC indicates the additional vehicle trips maintain  
 50 acceptable operations with minimal vehicle delay and back-ups. Ramsey County staff will  
 51 also review the traffic study and provide comments as Larpenteur Avenue is a county road.
- 52 *e. The proposed use will not be injurious to the surrounding neighborhood, will not*  
 53 *negatively impact traffic or property values, and will not otherwise harm the public health,*  
 54 *safety, and general welfare.* While the proposed ESC is designed to handle household  
 55 hazardous waste and certain recyclables, these items are processed with care when unloaded,  
 56 sorted, and stored for further processing and removal. Similarly, materials deemed  
 57 hazardous are removed and stored in appropriately designed storage rooms for safe housing  
 58 in accordance with the applicable code requirements either within or outside the facility.  
 59 Likewise, the proposed ESC does not lie adjacent to any residential neighborhoods, but  
 60 instead is situated adjacent to County open space (wetland), Reservoir Woods, and Temple of  
 61 Aaron Cemetery. The nearest residential area lies to the north, approximately 1,000 feet from  
 62 the residential homes along Wagner Street. Correspondingly, there will be an increase in  
 63 traffic on Larpenteur Avenue, Dale Street, and Rice Street. However, these roadways and  
 64 intersections are adequately designed to handle the increase in daily trips to this site.  
 65 Consequently, the City Council has determined the proposed ESC will not be injurious to the  
 66 surrounding neighborhood, will not negatively impact traffic or property values, and will not  
 67 otherwise harm public health, safety, and general welfare.

68 NOW THEREFORE BE IT RESOLVED, by the Roseville City Council to APPROVE  
 69 the requested Conditional Use for an Environmental Service Center at 1725 Kent Street, based  
 70 on the submitted site and development plans, subject to the following conditions:

- 71 1. The Environmental Service Center should be constructed similarly to the plans  
 72 submitted dated May 5, 2023 and provided as a component of Request for Planning  
 73 Commission Action dated June 7, 2023 and in accordance with the Roseville City Code.  
 74 The motion for the adoption of the foregoing resolution was duly seconded by Council Member  
 75 \_\_\_\_\_ and upon vote being taken thereon, the following voted in favor: \_\_\_\_\_;  
 76 and \_\_\_\_\_ voted against.

77 WHEREUPON said resolution was declared duly passed and adopted.



**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 10.f

Department Approval

*Janice Gundlach*

City Manager Approval

*Decca D*

Item Description: Approve the renewal of a short term rental license for 1885 Shady Beach Avenue

**BACKGROUND**

Chapter 909 of City Code requires the licensing of non-owner occupied short term rentals of dwelling units, subject to certain exemptions. On February 13, 2023 the City Council adopted amendments to Chapter 909, which stopped the issuance of any new short term rental licenses but allowed renewals of previously approved licenses. The original short term rental license for 1885 Shady Beach Avenue was issued on June 22, 2021. On May 1, 2023, an application for renewal of the short term rental license was submitted by the property owner. The property is a four bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. The subject property's current short term rental license is valid through June 22, 2023. There have been no nuisance or property maintenance violations in the last five years that impact the ability of the license to be issued. Short term rentals licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year.

Upon renewal, the license will be valid for 365 days from the expiration date of the current license. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. A draft of the license is provided as Attachment B.

The applicant has supplied all required license information and paid the license fee of \$515. In accordance with Section 909.03, the process for licensure is outlined in Chapter 301, which requires presentation to the City Council. Based upon the requirements outlined in ordinance, the property owner is entitled to the license.

**POLICY OBJECTIVE**

Licensing required by Section 909, effective as of February 8, 2021.

**BUDGET IMPLICATIONS**

The correct fees were paid to the City at the time of application submittal.

**RACIAL EQUITY IMPACT SUMMARY**

Staff has not identified any racial equity impacts related to this action.

27 **STAFF RECOMMENDATION**

28 Staff recommends the approval of a one year renewal of a short term rental license for 1885 Shady  
29 Beach Avenue.

30 **REQUESTED COUNCIL ACTION**

31 By motion, approve the renewal of the short term rental license for 1885 Shady Beach Avenue.

Prepared by: David Englund, Building Official, [David.englund@cityofroseville.com](mailto:David.englund@cityofroseville.com) 651-792-7087  
Attachments: A: Short Term Rental License Application B: Draft copy of license

[Menu](#)[Reports](#)[Help](#)File Date: 05/01/2023Application Status: In ReviewApplication Detail: DetailApplication Type: Short-Term Rental License RenewalAddress: 1085 Shady Beach Ave N Roseville MN 55113

Custom Fields: UNIT DETAILS

Unit Type

Single-Family Home

Number of Bedrooms

4

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits

✓

Attestation to Payment of Lodging Tax

✓

Contact Info: Contact Type Organization Name

License Holder

Agent

Contact Primary Address

Mallons, PO Box 17254

Status

Active

Active

Name

Michelle Mulvehill

Owner Name:

Owner Address:

DBA Name:

Total Fee Assessed: \$525.30Total Fee Invoiced: \$525.30Balance: \$0.00

Workflow Status: Task

Assigned To

Status

Status Date

Action By

License Issuance

Jan Rosemeyer

Initiated by Product: AV360

# ATTACHMENT B

## City of Roseville Short-Term Rental License This certificate must be posted in the rental unit

This rental dwelling unit is hereby licensed in accordance with Chapter 909 of Roseville City Code.

- The Property Owner must comply with all requirements set forth in Roseville City Code. This license may be suspended or revoked for violations of that code.
- Property owners must notify the City of any changes in ownership or type of occupancy.
- Licenses are non-transferable; new owners must apply for a new license.

License Number: STR23-004

Owner: Michelle Mulvehill

Phone: 651-XXX-XXXX Email: mmvt@me.com

Address: 1885 Shady Beach Ave

Expiration: 6/22/2024

*The City, its designees, the City Council, or its officers, agents, or employees do not warrant or guarantee the safety, fitness, or suitability of any dwelling in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.*

### MINIMUM STANDARDS AND CODES FOR RENTAL UNITS including but not limited to:

#### In the Unit:

**Carbon Monoxide (CO) Detectors** must be within 10 feet of bedrooms; **Smoke Detectors** must be in each sleeping room, each hallway outside sleeping rooms, and on each story, including the basement but not uninhabitable attics/crawl spaces. **CO and Smoke Detectors must NOT be disabled.**

**Exits** must be free from obstruction inside and out and **Exterior Doors** should open and close easily, be weather tight, and lock/unlock from the inside without a key or special knowledge.

The **Water Heater and Furnace** must be clear (by at least 3 feet) of boxes, junk, or flammable materials; the **Water Heater must have a TPR valve and relief valve discharge pipe.**

**Toilets** must flush and **Bathrooms** must have an exhaust fan or window.

**Taps** must have working hot and cold water; no leaking pipes or dripping **Faucets**.

**Outlets, Switches, and Panel Boxes** must have covers; kitchens and bathrooms should have grounded **GFCI Outlets**.

**Rooms used for sleeping** should have 1 window or 2 approved means of egress.

**Interior Walls, Ceilings, and Window Sills** must be clean and free of peeling paint.

**Floors** must be structurally sound and **Flooring** in good condition with no trip hazards such as ripped carpet or missing tiles.

**Working Light Fixtures** must be in all halls, stairways, laundry rooms, and furnace rooms.

**Handrails** must be on all stairs with more than 4 steps and be firmly attached with no missing or loose spindles.

**Extension Cords** may be used only for portable appliances.

**Address Numbers** must be clearly visible from the street.

#### Occupancy:

**Rental Units may house 4 unrelated adults or 1 family.**

#### Storage/Waste:

Rubbish must be stored in appropriate containers and removed regularly. Containers must be stored out of public view except on the day of collection and cannot remain at the curb for more than 24 hours. Outdoor Storage of junk is prohibited.

#### Vehicles/Driveway/Parking:

All Vehicles parked outside must be parked on an approved hard surface (not grass), street operable, and display current registration and proper license plates.

Please observe all No Parking signs. **Parking is not allowed on City streets after a snowfall of more than 2 inches until the streets have been plowed.**

Do not put Snow into the street or onto neighboring properties.

#### Yard:

Grass/Weeds exceeding 8 inches are prohibited on any property.

#### Noise:

**Prohibited Music** is any music audible at the property line or from the adjacent apartment, common hallway, or 50 ft away from the

source between 10 PM and 7 AM. **Additionally, any Events (like parties) that disturb others are prohibited.**

Power Lawn Mowers or other Power Equipment may be operated outside only between 7 AM and 9 PM on weekdays or between the hours of 9 AM and 9 PM on weekends or legal holidays. Snow removal equipment is exempt.

#### Pets:

Keeping more than 2 Dogs requires a kennel license from the Police Department. Animal Waste must be removed regularly.

### WHEN ISSUES ARISE

For an emergency, call 9-1-1

- For maintenance issues, contact the property owner (see contact information in box above).
- For legal matters (such as leases), contact the Minnesota Attorney General's Office at 651-296-3353 or [www.ag.state.mn.us](http://www.ag.state.mn.us)
- If the property owner is not maintaining the property, call Roseville Code Enforcement at 651-792-7014.

Minnesota Statute 504B.181, subd.2(b) requires landlords to notify residential tenants that the handbook Landlords and Tenants: Rights and Responsibilities is available to them. Published by the Office of the Minnesota Attorney General, the handbook can be accessed at [www.ag.state.mn.us](http://www.ag.state.mn.us)

**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 10.g

Department Approval

*Janice Gundlach*

City Manager Approval

*Decca D*

Item Description: Approve the renewal of a short term rental license for 257 South McCarrons Blvd W

**BACKGROUND**

Chapter 909 of City Code requires the licensing of non-owner occupied short term rentals of dwelling units, subject to certain exemptions. On February 13, 2023 the City Council adopted amendments to Chapter 909, which stopped the issuance of any new short term rental licenses but allowed renewals of previously approved licenses. The original short term rental license for 257 South McCarrons Boulevard West was issued on July 13, 2021. On May 25, 2023, an application for renewal of the short term rental license was submitted by the property owner. The property is a five bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. The subject property's current short term rental license is valid through July 14, 2023. There have been no nuisance or property maintenance violations since the property received their initial short term rental license. Short term rentals licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year.

Upon renewal, the license will be valid for 365 days from the expiration date of the current license. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. A draft of the license is provided as Attachment B.

The applicant has supplied all required license information and paid the license fee of \$515. In accordance with Section 909.03, the process for licensure is outlined in Chapter 301, which requires presentation to the City Council. Based upon the requirements outlined in ordinance, the property owner is entitled to the license.

**POLICY OBJECTIVE**

Licensing required by Section 909, effective as of February 8, 2021.

**BUDGET IMPLICATIONS**

The correct fees were paid to the City at the time of application submittal.

**RACIAL EQUITY IMPACT SUMMARY**

Staff has not identified any racial equity impacts related to this action.



27 **STAFF RECOMMENDATION**

28 Staff recommends the approval of a one year renewal of a short term rental license for 257 South  
29 McCarrons Blvd W.

30 **REQUESTED COUNCIL ACTION**

31 By motion, approve the renewal of the short term rental license for 257 South McCarrons Blvd W.

32

Prepared by: David Englund, Building Official, [David.englund@cityofroseville.com](mailto:David.englund@cityofroseville.com) 651-792-7087

Attachments: A: Short Term Rental License Application B: Draft copy of license

[Menu](#)[Reports](#)[Help](#)File Date: 05/25/2023Application Status: In ReviewApplication Detail: DetailApplication Type: Short-Term Rental License RenewalAddress: 257 South McCarrons Blvd W Roseville MN 55113

Custom Fields: UNIT DETAILS

Unit Type

Single-Family Home

Number of Bedrooms

5

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits

✓

Attestation to Payment of Lodging Tax

✓

| Contact Info: | Contact Type   | Organization Name | Contact Primary Address          | Status | Name                |
|---------------|----------------|-------------------|----------------------------------|--------|---------------------|
|               | Agent          |                   | <u>Mailing, 257 S McCarro...</u> | Active | <u>Eric Carrara</u> |
|               | License Holder |                   | <u>Mailing, 257 S McCarro...</u> | Active | <u>Eric Carrara</u> |

Owner Name:

Owner Address:

DBA Name:

Total Fee Assessed: \$525.30Total Fee Invoiced: \$525.30Balance: \$0.00

| Workflow Status: | Task                    | Assigned To   | Status | Status Date | Action By |
|------------------|-------------------------|---------------|--------|-------------|-----------|
|                  | <u>License Issuance</u> | Jan Rosemeyer |        |             |           |

Initiated by Product: ACA

# ATTACHMENT B

## City of Roseville Short-Term Rental License This certificate must be posted in the rental unit

This rental dwelling unit is hereby licensed in accordance with Chapter 909 of Roseville City Code.

- The Property Owner must comply with all requirements set forth in Roseville City Code. This license may be suspended or revoked for violations of that code.
- Property owners must notify the City of any changes in ownership or type of occupancy.
- Licenses are non-transferable; new owners must apply for a new license.

License Number: STR23-002

Owner: Eric Carrara

Phone: 651-XXX-XXXX

Email: [eric@carraraco.com](mailto:eric@carraraco.com)

Address: 257 S McCarrons Blvd W

Expiration: 7/14/2024

*The City, its designees, the City Council, or its officers, agents, or employees do not warrant or guarantee the safety, fitness, or suitability of any dwelling in the City. Owners or occupants should take whatever steps they deem appropriate to protect their interests, health, safety, and welfare.*

### MINIMUM STANDARDS AND CODES FOR RENTAL UNITS including but not limited to:

#### In the Unit:

**Carbon Monoxide (CO) Detectors** must be within 10 feet of bedrooms; **Smoke Detectors** must be in each sleeping room, each hallway outside sleeping rooms, and on each story, including the basement but not uninhabitable attics/crawl spaces. **CO and Smoke Detectors must NOT be disabled.**

**Exits** must be free from obstruction inside and out and **Exterior Doors** should open and close easily, be weather tight, and lock/unlock from the inside without a key or special knowledge.

The **Water Heater and Furnace** must be clear (by at least 3 feet) of boxes, junk, or flammable materials; the **Water Heater must have a TPR valve and relief valve discharge pipe.**

**Toilets** must flush and **Bathrooms** must have an exhaust fan or window.

**Taps** must have working hot and cold water; no leaking pipes or dripping **Faucets**.

**Outlets, Switches, and Panel Boxes** must have covers; kitchens and bathrooms should have grounded **GFCI Outlets**.

**Rooms used for sleeping** should have 1 window or 2 approved means of egress.

**Interior Walls, Ceilings, and Window Sills** must be clean and free of peeling paint.

**Floors** must be structurally sound and **Flooring** in good condition with no trip hazards such as ripped carpet or missing tiles.

**Working Light Fixtures** must be in all halls, stairways, laundry rooms, and furnace rooms.

**Handrails** must be on all stairs with more than 4 steps and be firmly attached with no missing or loose spindles.

**Extension Cords** may be used only for portable appliances.

**Address Numbers** must be clearly visible from the street.

#### Occupancy:

**Rental Units may house 4 unrelated adults or 1 family.**

#### Storage/Waste:

Rubbish must be stored in appropriate containers and removed regularly. Containers must be stored out of public view except on the day of collection and cannot remain at the curb for more than 24 hours. Outdoor Storage of junk is prohibited.

#### Vehicles/Driveway/Parking:

All Vehicles parked outside must be parked on an approved hard surface (not grass), street operable, and display current registration and proper license plates.

Please observe all No Parking signs. **Parking is not allowed on City streets after a snowfall of more than 2 inches until the streets have been plowed.**

Do not put Snow into the street or onto neighboring properties.

#### Yard:

Grass/Weeds exceeding 8 inches are prohibited on any property.

#### Noise:

**Prohibited Music** is any music audible at the property line or from the adjacent apartment, common hallway, or 50 ft away from the

source between 10 PM and 7 AM. **Additionally, any Events (like parties) that disturb others are prohibited.**

Power Lawn Mowers or other Power Equipment may be operated outside only between 7 AM and 9 PM on weekdays or between the hours of 9 AM and 9 PM on weekends or legal holidays. Snow removal equipment is exempt.

#### Pets:

Keeping more than 2 Dogs requires a kennel license from the Police Department. Animal Waste must be removed regularly.

### WHEN ISSUES ARISE

For an emergency, call 9-1-1

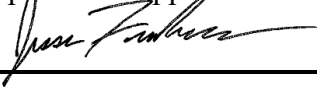
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**ROSEVILLE**  
**REQUEST FOR COUNCIL ACTION**

Date: July 10, 2023  
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Approve 1415 County Road B West Project Agreement and Pathway  
Easement Agreement

**BACKGROUND**

As part of the Roseville Apartments Redevelopment, located at 1415 County Road B West, the developer, Apartments Roseville, LLC, has worked with the City to develop a project agreement (Attachment B) required for the construction of a new 6-foot wide concrete public pathway on the west side of Albert Street North adjacent to the project (see Site Plan in Attachment A).

All work would be done through the developer's contractor. All costs for the improvements would be paid by the developer. The estimated cost of construction of the public infrastructure is \$22,232. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$33,348, in the event the developer fails to perform. The City will observe the construction. The developer will pay the City \$889 for these inspection services.

The new pathway will be owned and maintained by the City indefinitely. To be able to maintain the pathway, the City requested a pathway easement (Attachment C).

The public improvements are planned to be completed by December 1, 2024.

The City Attorney has reviewed the agreement.

**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 estimated cost of these improvements, based on preliminary figures provided by the developer's contractor, is approximately \$22,232. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$33,348.

The agreement, as presented, has the developer paying for all the costs of the improvement including: design, inspection, construction and City staff time related to the improvement. The developer will pay the City \$889 to cover staff time overseeing the project.

There are no costs to the City for the project agreement nor for the pathway easement.

**RACIAL EQUITY IMPACT SUMMARY**

There should be no equity impacts associated with this agreement.

28 **STAFF RECOMMENDATION**

29 Staff recommends the City Council approve the 1415 County Road B West Project Agreement and  
30 Pathway Easement Agreement.

31 **REQUESTED COUNCIL ACTION**

32 Motion to approve the 1415 County Road B West Project Agreement.

33 Motion to approve the 1415 County Road B West Pathway Easement Agreement.

Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer

Attachments: A: Site Plan  
B: Project Agreement  
C: Pathway Easement Agreement







**CITY OF ROSEVILLE  
PROJECT AGREEMENT  
1415 County Road B West**

**THIS PROJECT AGREEMENT** (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2023, by and between the City of Roseville, a municipal corporation under the laws of the State of Minnesota (the “City”) and **Apartments Roseville**, a Limited Liability Corporation under the laws of the State of Minnesota (the “Developer”) (Together the “Parties”).

**RECITALS**

- A. Developer is the fee owner of real property (the “Property”) in the City of Roseville (the “Property”) legally described as follows:

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwesterly; thence Northwesterly along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwesterly 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B. Torrens Property; Certificate No. 361221

**Exhibit A** and Ramsey County, Minnesota PID 102923340006

- B. Developer intends to construct an apartment building at **1415 County Road B West**, on the Property (the “Project”) which will include construction of a public sidewalk along Albert Street North.
- C. The City Council took the following action related to the Project (together the “City Approvals”): Approved residential density greater than 24 dwelling units per acre in support of a proposed apartment project (PF22-012) on November 28, 2022.
- D. The City and the Developer now desire to enter into this Project Agreement (“Agreement”) setting forth certain requirements and obligations relating to the development of the Property, including but not limited to the execution and recording of certain instruments, and payment of fees and other obligations related to the Property.

- E. The Developer shall install or cause to be installed and pay for the following (the “Improvements”) as reflected in the Site Plan, and all plans related to the Project that have been approved by the City (the “Approved Plans”),
- a. Reuse or removal of existing sanitary sewer and water wyes/services
  - b. Surface improvements (paved streets, pathways, etc.)
  - c. Site grading
  - d. Landscaping
  - e. Other items as necessary to complete the development as stipulated herein or in other agreements.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledge, the Parties agree as follows:

## **ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS**

1.01 Prerequisites to Construction of Improvements. Before commencing construction of the Improvements, the Developer must satisfy all of the following conditions precedent:

- a) Developer has provided proof that Developer is the fee owner of the Property and that that no other parties have an interest in the Property other than those that have been disclosed to and accepted by the City;
- b) This Agreement has been executed by the Developer and the City and recorded with Ramsey County by the Developer;
- c) The Easement Agreement for the pathway along Albert Street North has been executed by the Developer and the City and recorded with Ramsey County by the Developer;
- d) The right-of-way or sidewalk easement needed to include the existing sidewalk along County Road B has been legally conveyed to Ramsey County;
- e) A Stormwater Operations and Maintenance Plan has been approved by the City, and a Stormwater Operations and Maintenance Agreement has been executed by the Developer and the City and recorded with Ramsey County by the Developer;
- f) The Developer has received all required land use approvals and other permits from the City (the “City Approvals”);
- g) The Developer has received City approval of all Plans as defined in Section 1.02 herein;
- h) The Developer has received all required approvals from other governmental agencies including Minnesota Pollution Control Agency, Minnesota Department of Health

Ramsey County, and Rice Creek Watershed District (the “Additional Approvals” together with the City Approvals, “All Required Approvals”);

- i) Developer has paid all outstanding fees to the City;
- j) The City has received the required Construction Security (as defined in Section 4.01) and Cost Escrow (as defined in Section 4.02) from or on behalf of the Developer;
- k) Developer has submitted final engineering and construction plans in digital (required) and hard copy (if requested) format for the Improvements and has received approval by the City Engineer (the “Approved Plans” as defined in Section 1.02);
- l) Developer or Developer’s representative has initiated and attended a preconstruction meeting with the City Engineer and other City staff;
- m) The Developer has submitted to the City, the required Park Impact fees equal to \$4,250 for each dwelling unit development beyond the 57 units that could be permitted by right under the requirements and incentives of the Zoning Code;
- n) The Developer has submitted to the City, \$889.30 in Engineering Coordinator Fees for Construction Observation as described in Section 2.03; and
- o) The City has issued a Notice to Proceed and all conditions precedent have been satisfied.

1.02 Approved Plans. The Property shall be developed in accordance with the following plans, specifications and other documents and approved by the City Engineer (together the “Approved Plans”). These documents may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the documents have been submitted to and approved by the City. The Approved Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Approved Plans are as follows:

- a) Plans and Specifications for Apartments at 1415 County Road B West
  - a. Removals
  - b. Tree Preservation Plan
  - c. Site Plans
  - d. Hydrant Space & Truck Turn
  - e. Grading Plan
  - f. Utility Plan
  - g. Civil Details
  - h. Landscape Plan
  - i. SWPPP

1.03 Construction of Public Improvements. The development of the Project will include construction of certain Improvements to current or future public property (the “Public Improvements”). All Public Improvements must be constructed in accordance with City details and specifications and the Approved Plans (as defined in Section 1.02). All labor and work must be done and performed in the best and most workerlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the City Engineer. Public Improvements shall consist of the following;

- a) Public Pathways. A 6-foot wide sidewalk shall be constructed along Albert Street North from the northern property line to the intersection with County Road B.

1.04 Public Dedication and Ownership.

- a) Parkland Fees/Dedication. The Developer acknowledges that the Project will increase the need for City parkland and other open space for current City residents and future residents of the Project. Developer agrees that the park impact fees equal to \$123,250, or \$4,250 for each dwelling unit development beyond the 57 units that could be permitted by right under the requirements and incentives of the Zoning Code, pursuant to this Agreement are reasonably related to and roughly proportionate with the need created by the Project.
- b) Easement/Right of Way Dedication. The Developer shall convey to the City the sidewalk easement as described in **Exhibit B** for public use and shall be recorded prior to acceptance of the Improvements.
- c) Ownership of Improvements and Risk of Loss. Upon completion and City acceptance of the Public Improvements by the City Council, all Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until ownership thereof passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of such Public Improvement passes to the City. Upon acceptance of the public improvement, the Developer shall warranty all work for a one-year period by providing a warranty bond.

1.05 Work or Materials. All work that the Developer is required to perform pursuant to this Agreement shall be done at no expense to the City. No reimbursement shall be made by the City for any work paid for by the Developer. The Developer agrees that they will make no claim for compensation for work or materials so done or furnished.

1.06 Construction of Private Improvements. The development of the Project will consist of construction of certain Improvements on private property (the “Private Improvements”). All



Private Improvements must be constructed in accordance with City details and specifications and the Approved Plans (as defined in Section 1.02). All labor and work will be done and performed in the best and most workerlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the City Engineer.

- a) Private Street Construction: Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third party. The City reserves the right to additional testing as necessary to ensure proper construction, at the Developer's expense. A test roll of the street subgrade shall be passed prior to acceptance of the subgrade work by the City. Public Street Restoration: curb cuts and street cuts shall be reconstructed to match existing street typical section. Utility trenches shall be restored by the Developer per City standard plate.
- b) Private Pathways: Pathways will be constructed by Developer in front of the apartment building and to connect to public pathways.
- c) Private Sanitary Sewer. The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including services. All sanitary sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on a City-approved digital format.
- d) Private Watermain. The Developer shall construct all watermain improvements determined by the City to be necessary to serve the Property, including hydrants, valves and services. Any construction that would require shut-offs of existing watermain shall be coordinated with City Utilities staff.
- e) Private Storm Sewer. The Developer shall construct all storm sewer improvements, including stormwater best management practices (BMPs), determined to be necessary by the City to serve the Property, including the construction of inlets and outlets.
  - 1. Infiltration and filtration BMPs shall be protected from excess compaction and sediment during construction. Pre- and post-construction percolation testing is required. If these BMPs do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
  - 2. All storm sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous.

No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on in a City-approved digital format.

- f) Site Grading and Restoration: Site grading improvements shall include common excavation, subgrade correction, and embankment grading. The Developer shall perform restoration on the Property in accordance with the Approved Plans.
1. The Developer shall submit to the City a site grading and drainage plan for the entire Project, including future phases in multi-phase development, acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.
  2. The Developer shall submit a certificate of survey (as-built survey) of the development to the City after site grading, with street and lot grades.
  3. All improvements to the lots and the final grading shall comply with the approved grading plan.

## **ARTICLE TWO CONSTRUCTION STANDARDS**

2.01 Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans.

2.02 Observation. The Developer shall provide the services of a Project Representative and assistants at the site to provide continuous observation of the work to be performed and the improvements to be constructed under this Agreement.

- a. The Developer shall provide the City Engineer a minimum of two business days' notice prior to the commencement of the underground pipe laying and service connection; and prior to subgrade, gravel base and bituminous surface construction.
- b. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an amount equal to 1% per occurrence, of the amount of the Letter of Credit required for Developer improvements, which amount the Developer agrees to pay to the City upon demand.
- c. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third

party. All tests should be submitted to the City for review and approval. The City reserves the right to additional testing as necessary to ensure proper construction, at the Developer's expense.

2.03 Engineering Coordination. A City staff Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and Public Improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City Construction Observation services an amount equal to 4% of the estimated cost of the Public Improvements, which amount is **\$889.30**.

2.04 Unsatisfactory Labor or Material. In the event that the City Engineer rejects as defective or unsuitable any material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer.

2.05 Completion of Public Improvements, Final Inspection, Acceptance.

a) Time of Completion. The Developer shall complete all required all Public Improvements no later than December 1, 2024. The Developer may, submit a written request for an extension of time to the City Engineer. If an extension is granted, it shall be conditioned upon updating the Construction Escrow posted by the Developer to reflect cost increases and the extended completion date.

b) Bituminous and Concrete Material Acceptance. The City shall not accept concrete flatwork or curb and gutter that has structural or cosmetic defects. The City shall identify all defective panels and curbs for removal. The City shall not accept bituminous that does not meet MnDOT specifications that has an open graded appearance as determined by the City Engineer. Such material shall be rejected and shall be required to be removed and replaced at the Developer's expense.

2.06 As-built Plans. Upon completion of the Improvements, the Developer shall provide the City with drawings of all public and private infrastructure improvements in accordance with City Guidelines: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CAD format, for City records. Upon request by the City Engineer, the Developer will provide sufficient information to the City documenting to the Developer's work, including any changes that affect the Approved Plans. The improvements shall not be accepted, nor shall security retainage be released until all record drawings have be received and accepted by the City Engineer.

2.07 Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the privately-owned Improvements; and for the Public Improvements until completed and accepted

by the City. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed by this paragraph.

2.08 Building Permits and Occupancy.

- a. In order to provide emergency vehicle access, a passable Class 5 road base must be extended to within 150 feet of any address seeking a building permit.
- b. No occupancy of any newly constructed building in the Project may occur until installation and approval of curb and gutter and bituminous base course; a hard surface driveway and parking; lot and appropriate ground cover, and a certificate of occupancy has been issued by the City Building Official. The Developer shall maintain reasonable access to any occupied building within the Project, including necessary street maintenance such as grading and graveling and snow removal prior to permanent street surfacing and acceptance of the streets by the City.

2.09 Underground Utilities. The Developer shall contact the electric, telecommunications, gas and other private utility companies that are authorized to provide service to the Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Project. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer or the utility company. The Developer shall arrange for the installation of underground electric, telecommunications, gas and other private utilities before the and pavement is installed. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

2.10 Site Conditions.

a) Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by their respective contractors, subcontractors, agents or assigns. The City will inspect the Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the Developer, the City may complete or contract to complete the clean-up and may draw down on the Construction Escrow described in Article Four to pay such costs.

b) Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur along County Road B, Albert Street North, nor Sandhurst Drive West. No fill, excavating material or construction materials shall be stored in the public right-of-way.

d) Cold Weather Construction. The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in

the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year, unless approved by the City Engineer, and if permitted such work shall comply with City specifications.

2.11 Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless a variance is approved by the City Council, construction hours shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and 9:00 a.m. to 9:00 p.m. on weekends.

2.12 Street Signs, Lighting, and Mailboxes. The Developer shall be financially responsible for the cost of the City to furnish and install street signage per the Approved Plans. If lighting is installed, all costs to install new street lights shall be solely at the cost of the Developer. Developer is required to supply and install cluster mailboxes as approved by the City and for which such placement must be approved by the USPS Postmaster.

2.13 Erosion Control. Prior to issuance of the Notice to Proceed, the erosion control plan must be approved and City erosion control permit must be issued. The Developer shall meet all requirements of the City's Erosion Control Permit and Ordinance including but not limited to the following.

- a) No construction activity may occur and no building permits will be issued unless the Property is in full compliance with the erosion control requirements.
- b) Measures shall be installed in compliance with MPCA NPDES permit requirements, if required.
- c) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets within the project area, and adjacent streets if tracking is observed, on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the After 48-hours verbal notice to the Developer (or immediately in the case of an emergency), the City may complete or contract to complete the clean-up and may draw down on the Permit, Project or Construction Escrow described in Section 4.01 to pay such costs.



### **ARTICLE THREE EASEMENT; RIGHT OF ENTRY**

3.02 To the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City. The right of entry conveyed by the Developer to the City shall continue until the completion of the Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

### **ARTICLE FOUR SECURITY, WARRANTY**

4.01 Construction Security. Prior to commencement of construction of the Public Improvements, the Developer will furnish the City a list of all Public Improvements and an estimated cost of such Public Improvements, attached hereto as **Exhibit C**, for approval by the City Engineer. Based on those approved costs, Developer will furnish the Construction Security in the form of: cash to be held in escrow, an irrevocable Letter of Credit, or a bond approved by the City Attorney, the total amount of which must be equal to 150% of the estimated project costs **(\$33,348.75)** for the Public Improvements.

- a) Renewal. In the event Developer posts a Bond or provides a Letter of Credit for the Security, the Bond or Letter of Credit must continue in full force and effect until the City has approved and accepted the Public Improvements. A Letter of Credit must automatically renew at the first of the year until the City releases the developer from responsibility.
- b) Failure to Complete. Upon failure of the Developer to timely perform work on the Public Improvements or to complete work on the Public Improvements within the time of completion referenced in Section 2.05.a, the City may declare the Developer to be in default as to the Public Improvements and draw an amount from the Construction Security necessary to complete the unfinished work and any City costs associated. Associated costs may include but are not limited to, any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees. The Developer shall be liable to the City to the extent that the Construction Security is inadequate to reimburse the City its costs and pay for the completion of the work.
- c) Reduction of Construction Security. Upon the Developers written request, the City Engineer may reduce the amount of the Construction Security for completed Public Improvements provided the following conditions are met:
  - 1. The Developer's Engineer of record certifies that the Public Improvements have been constructed to City Standards and in accordance with the Plans.

2. The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.

3. The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

4. The amount of reduction shall be equal to that portion of the Construction Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Construction Security be less than the greater of: (i) 25% of the original amount of the Construction Security, or (ii) 150% of the estimated cost to complete the remaining Public Improvements.

b) Release of Construction Security. After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements and release the Construction Security. This is accomplished through a City Council resolution provided the following conditions are met:

1. As-built Survey. The Developer shall provide an as-built survey upon completion of the Improvements described in Section 1.02 in reproducible and digital (CAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.

2. Certification. The Developer's engineer submits a letter certifying that the Public Improvements have been constructed to City Standards in accordance with the Plans and requests that the City accept the Public Improvements.

3. Lien Waivers. The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.

4. Warranty. Warranty is provided to the City per Section 4.03.

5. Determination of Completion. The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Plans, specifications and terms of this Agreement. The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements

4.02. Escrow for Costs. Prior to entering in to this Agreement, the Developer has deposited a cash escrow in the amount of **\$2,000**, to pay Administrative Costs. "Administrative Costs" are defined as out-of-pocket costs incurred by the City, together with staff, legal, engineering, and all other consultant costs of the City, all attributable to or incurred in connection with the Project, but

not including Construction Observation. At the Developer's request, but no more often than monthly, the City will provide the Developer with a written report including invoices, time sheets or other comparable evidence of expenditures for Administrative Costs and the outstanding balance of funds deposited. If Administrative Costs incurred, and reasonably anticipated to be incurred, are more than the deposit by the Developer, Developer will, upon request of the City, provide additional funds. If the Administrative Costs incurred, and reasonably anticipated to be incurred are less than the deposit by the Developer, the City shall return to the Developer any funds not anticipated to be needed. The City shall return the unused escrow balance to the Developer, at the address noted in Section 7.06, no later than six months after the acceptance of the Improvements by the City.

4.03 Warranty. The Developer warrants the Public Improvements and all work required to be performed by the Developer hereunder against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the one year warranty period. In order to guarantee that such corrections will be made, the Developer shall post maintenance bonds in the cost estimate for improvements in **Exhibit C** or cash to the City to secure the warranties described herein, which bonds or other security shall be in addition to the escrows described herein.

## **ARTICLE FIVE OTHER REQUIREMENTS**

5.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer or their respective contractors or subcontractors, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement. The Developer will hold the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees. The Developer further agrees that they will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

5.02. Insurance. The Developer must keep all insurance coverage in force at all times that construction on the development is in progress. The insurance must name the City as an additional insured. The Developer shall, respectively, furnish certificate of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of their equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with any Agreement or Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of their contractors. The exclusion for underground collapse shall be removed.
- b) Limits for bodily injury or death shall not be less than \$1,000,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.
- c) Worker's compensation insurance, with statutory coverage, if applicable.
- d) Developer shall file a Certificate of Insurance with the City Engineer prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days written notice of cancellation or termination to the Certificate Holder.

5.04 Real Estate Taxes. The Developer shall pay all real estate taxes associated with the Property and owed for the year in which the Project is constructed, and the Developer shall provide proof to the City of such payment. If the Developer is required to convey any property to the City after July 1 of any calendar year, it shall be solely responsible for all real estate taxes owed on said property through the following calendar year.

## **ARTICLE SIX DEFAULT AND REMEDIES**

6.01 Default by Developer. In the event of default by the Developer, the City may pursue any remedy at law or equity to enforce the terms of this Agreement. In the event of a Default as to any of the work to be performed hereunder by the Developer, their successors or assigns, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given notice of the work in default, not less than 72 hours in advance. The City is granted the right to declare any sums provided by this Agreement due and payable in full, and the City may immediately bring legal action against

the Developer to collect the sums covered by this Agreement and/or draw upon the Construction Escrow described in Article Four of this Agreement. In the event the City draws from the Construction Escrow sums that exceed the costs or damage to the City, the City will return such excess amounts.

6.02 Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, to enter on portions of the Property covered by this Agreement, to complete the installation of any or all of the Improvements to which the default relates.

6.04 Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

6.05 Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, incurred in connection with the Project and in connection with any lawsuit or action that is brought by or against the City relating to the Project, this Agreement, or a Letter of Credit furnished by the Developer relating to the Project.

## **ARTICLE SEVEN MISCELLANEOUS PROVISIONS**

7.01. Amendment. Any amendment to this Agreement must be in writing and signed by all parties and recorded against the property.

7.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City Council.

7.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Ramsey County. The provisions of this Agreement shall run with the land and be binding upon Developer and its successors in interest and assigns. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

7.04. Release. Upon completion and approval of all work required herein, including completion of the Improvements and acceptance of the Improvements to be transferred to the City, and satisfaction of all of the Developer's respective obligations under this Agreement, the City agrees to execute an instrument releasing all lots from the terms of this Agreement.

7.05. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.



7.06. Notices. All notices, certificates or other communications required to be given to City Developer shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

**CITY:**

City of Roseville  
2660 Civic Center Drive  
Roseville, MN 55113  
Attn: City Engineer

**DEVELOPER:**

Apartments Roseville, LLC  
900 American Blvd. E, Suite 300  
Bloomington, MN 55420  
Attn: Vishal Dutt

The City and Developer, by written notice, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

7.07 No Third-Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

7.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Project.

7.09 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

7.10 Non-waiver. Each right, power or remedy conferred, respectively, upon the City or Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City, the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer, as the case may be, and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

**SIGNATURES:**

**IN WITNESS OF THE ABOVE**, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Daniel J. Roe, Mayor

By: \_\_\_\_\_  
Patrick Trudgeon, City Manager

STATE OF MINNESOTA    )  
                                          ) ss.  
COUNTY OF RAMSEY    )

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

\_\_\_\_\_  
Notary Public

**IN WITNESS OF THE ABOVE**, the duly authorized representatives of the parties have caused this Agreement to be executed in duplicate on the date and year written above.

**APARTMENTS ROSEVILLE, LLC**

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

[illegible]

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by \_\_\_\_\_, the \_\_\_\_\_, of \_\_\_\_\_ on behalf of  
the \_\_\_\_\_.

---

Notary Public

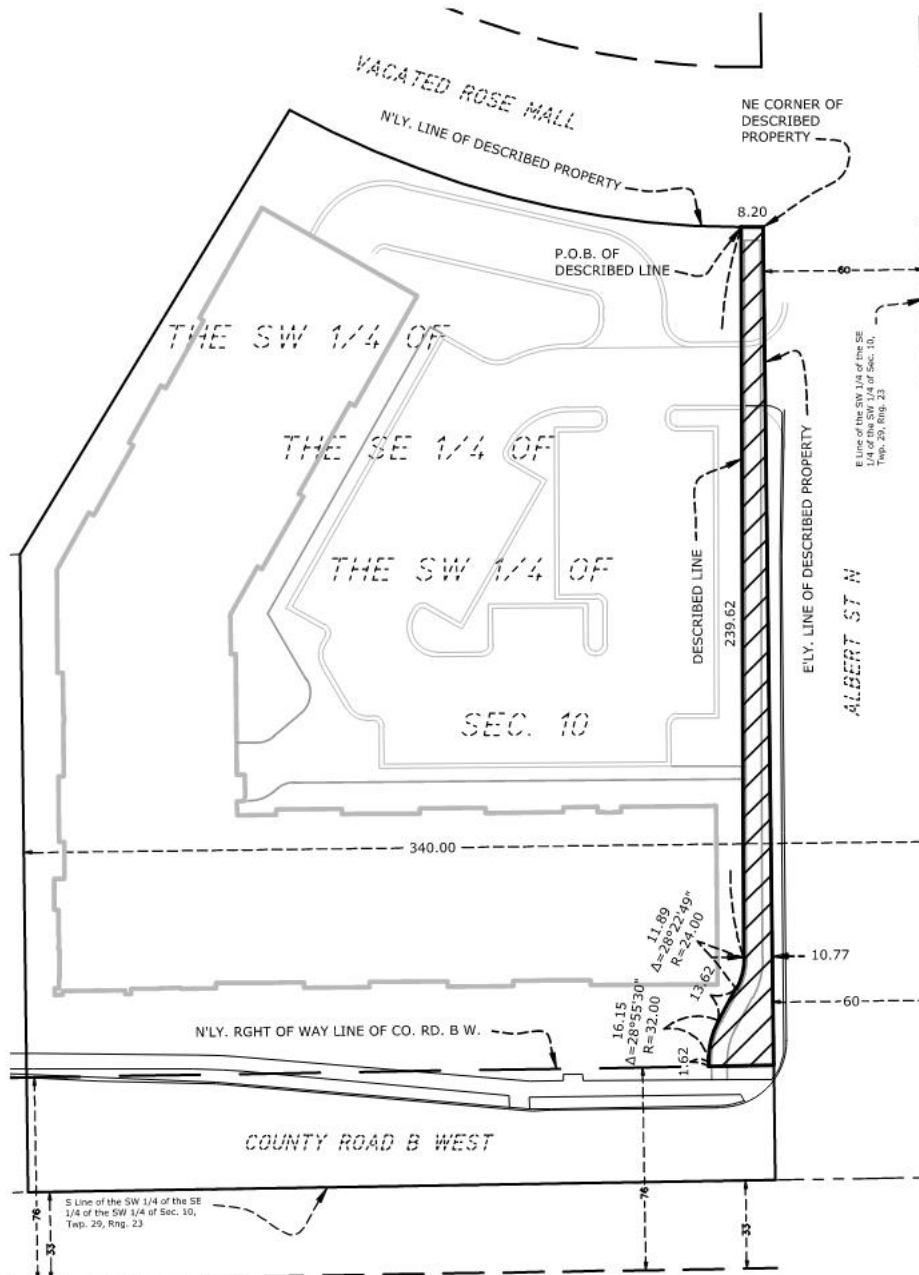
THIS INSTRUMENT WAS DRAFTED BY:

**Kennedy & Graven, Chartered (RGT)**  
**150 South Fifth Street, Suite 700**  
**Minneapolis, Minnesota 55402-1299**  
**Telephone: 612-337-9300**



**EXHIBIT B  
PATHWAY EASEMENT**

**PUBLIC SIDEWALK EASEMENT EXHIBIT  
SW 1/4, SE 1/4, SW 1/4, Section 10 Township 29 Range 23  
City of Roseville, Ramsey County, Minnesota**



**DESCRIPTION**

An easement for public sidewalk purposes over and across that part of the following described property:

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwestery; thence Northwestery along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwestery 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B.

Said easement lies northerly of the northerly right of way line of said County Road B and easterly of the following described line:

Beginning at a point on the northerly line of the above described property, 8.20 feet westerly from the northeast corner thereof, as measured along said northerly line; thence southerly for 239.62 feet to a point 10.77 feet westerly from the easterly line of said property, as measured at right angles to said easterly line; thence southerly for 11.89 feet along a tangential curve, concave to the west, having a radius of 24.00 feet and a central angle of 28 degrees 22 minutes 49 seconds; thence southerly along tangent for 13.62 feet; thence southerly for 16.15 feet along a tangential curve, concave to the east, having a radius of 32.00 feet and a central angle of 28 degrees 55 minutes 30 seconds; thence southerly along tangent for 1.62 feet to said northerly right of way line, and there terminating.

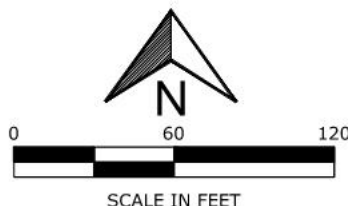
**MINNESOTA CERTIFICATION**

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of June, 2023

  
Rory L. Synstlien

Minnesota License No. 44565



**CivilSite**  
GROUP

5000 GLENWOOD AVENUE  
GOLDEN VALLEY, MN 55422  
CivilSiteGroup.com

Drawn By: TH  
Project No. 22118.00 SHEET 1 OF 1

**EXHIBIT C**  
**ESTIMATED COSTS OF PUBLIC IMPROVEMENTS**

Roseville Apartments  
5/26/2023

**ENGINEER'S OPINION OF PROBABLE COST**  
CIVIL SITE GROUP

Albert St. N Sidewalk

| ITEM       |                                              |             | ESTIM.      | ENGINEER ESTIMATE |                    |
|------------|----------------------------------------------|-------------|-------------|-------------------|--------------------|
| <u>NO.</u> | <u>DESCRIPTION</u>                           | <u>UNIT</u> | <u>QTY.</u> | <u>UNIT PRICE</u> | <u>AMNT. (\$)</u>  |
|            | <b><u>STORMWATER</u></b>                     |             |             |                   |                    |
| C1         | COMMON EXCAVATION, CUT & FILL                | CY          | 3000        | \$3.00            | \$9,000.00         |
| C2         | SUBGRADE PREP                                | SY          | 350         | \$0.95            | \$332.50           |
| C3         | 5" CONC. SDWK (6' WIDE) W/ 6" CL. 5 AGG BASE | SY          | 215         | \$60.00           | \$12,900.00        |
|            | <b>TOTAL ENGINEER ESTIMATE</b>               |             |             |                   | <b>\$22,232.50</b> |

**TOTAL ENGINEERS ESTIMATE (ALL PUBLIC IMPROVEMENTS)**    \$22,232.50



**PATHWAY EASEMENT AGREEMENT**  
**1415 County Road B West**

THIS PATHWAY EASEMENT AGREEMENT dated \_\_\_\_\_, 2023 (this “Agreement”), is made by and between Apartments Roseville, LLC, a Minnesota limited liability company, Grantor and the City of Roseville, Minnesota, a municipal corporation under the laws of the State of Minnesota, Grantee (the “City”).

Recitals

- A. Grantor is the fee owner of the property located in Ramsey County, Minnesota (the “Property”) and legally described on Exhibit A attached hereto.
- B. The City has requested a pathway easement for the purpose of a public trail or sidewalk and Grantor desires to grant to the City a pathway easement, according to the terms and conditions contained herein.

Terms of Easement

1. Incorporation. The above recitals and attached exhibits are hereby incorporated and made part of this Agreement.
2. Grant of Easement. For good and valuable consideration, receipt of which is acknowledged by Grantor, Grantor grants and conveys to the City a perpetual, non-exclusive pathway easement for public trail and sidewalk purposes over, under, and across the portion of the Property legally described on Exhibit B and depicted on Exhibit C attached hereto (the “Easement Area”).
3. Scope of Easement. The perpetual non-exclusive pathway easement granted herein includes the right of the City, its contractors, agents, and employees to enter the premises at all reasonable times for the purpose of reconstructing, operating, maintaining, inspecting, altering and repairing public trail and sidewalk facilities and other public utilities or improvements that are not inconsistent with a public right-of-way use in the described Easement Area. Such use of the Easement Area shall not unreasonably interfere with Grantor’s use and enjoyment of the Property, including the Easement Area.

The easement granted herein also includes the right to cut, trim, or remove from the Easement Area such improvements, trees, shrubs, or other vegetation and to prohibit obstructions and grading alterations as in the City’s judgment unreasonably interfere with the easement or the function of facilities located therein.

4. Construction of Improvements. Grantor shall be responsible for constructing the pathway on the Property. After initial construction of the pathway by Grantor, acceptance of the pathway by the City, and expiration of the warranty period for the pathway, any and all costs related to the reconstructing, operating, maintaining, inspecting, altering, and repairing of the public trail or sidewalk and any other City facilities within the Easement Area shall be paid by the City. The City shall indemnify, defend, and hold Grantor harmless from any and all costs, expenses, and

claims relating to the reconstructing, operating, maintaining, inspecting, altering, and repairing of the public trail or sidewalk and any other City facilities in the Easement Area, including, but not limited to, those costs and expenses resulting from any mechanics' liens.

5. Property Damage. The City shall repair all damage to the Property outside of the Easement Area that is caused by the City's maintenance of the public trail and sidewalk and other City facilities within the Easement Area. This agreement to repair excludes the repair of any damage caused by members of the public and their use of the Easement Area.

6. Indemnification. Pursuant to Minnesota Statutes Sections 604A.21-27, Grantor and any subsequent owners of the Property are protected from liability with respect to accidents occurring on the sidewalk/trail facilities. Without waiving any statutory limits on liability and except to the extent caused by the negligence or willful misconduct of Grantor, the City agrees to indemnify, defend, and hold Grantor harmless from and against any claims, losses, costs, or liabilities suffered or incurred by reason of claims brought by third parties against Grantor by reason of any claims based on the maintenance or use of the City facilities within the Easement Area.

7. Warranty of Title. Grantor warrants Grantor is the owner of the Property and has the right, title, and capacity to convey to the City the easement herein.

8. Environmental Matters. The City 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. Grantor shall not be responsible for any release of hazardous substances, pollutants, or contaminants resulting from the City's use of the Easement Area.

9. Binding Effect. The terms and conditions of this Agreement shall run with the land and be binding on Grantor and the City and their successors and assigns.

STATE DEED TAX DUE HEREON: NONE

**GRANTOR**

**Apartments Roseville, LLC**

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

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

STATE OF MINNESOTA            )  
                                                  ) ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by \_\_\_\_\_, the \_\_\_\_\_ of Apartments Roseville, LLC, a Minnesota limited liability company on behalf of the company, Grantor.

\_\_\_\_\_  
Notary Public

NOTARY STAMP OR SEAL

**CITY OF ROSEVILLE**

By: \_\_\_\_\_  
Daniel J. Roe  
Its: Mayor

By: \_\_\_\_\_  
Patrick Trudgeon  
Its: City Manager

STATE OF MINNESOTA            )  
                                                  ) ss.  
COUNTY OF RAMSEY            )

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

\_\_\_\_\_  
Notary Public

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

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

**EXHIBIT A TO  
PATHWAY EASEMENT**

Legal Description of the Property

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwesterly; thence Northwesterly along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwesterly 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B.

Torrens Property; Certificate No. 361221

Ramsey County, Minnesota PID 102923340006

**EXHIBIT B TO  
PATHWAY EASEMENT**

Legal Description of the Easement Area

A pathway easement for public trail and sidewalk purposes over, under, across, and through that part of the following described property:

That part of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 10, Township 29, Range 23, Ramsey County, Minnesota, described as follows: Beginning at the intersection of the South line of said quarter quarter quarter Section with a line parallel with and 60 feet West of the East line of said quarter quarter quarter Section; thence north along said 60 foot line, a distance of 357.0 feet to an iron monument and the beginning of a curve bearing Northwesterly; thence Northwesterly along a curve with its tangent parallel to County Road B and a radius of 357.20 feet, a distance of 185.0 feet; thence Southwesterly 194.80 feet to the intersection of a line 340.0 feet West of and parallel with the East line of said quarter quarter quarter Section at a point 239.0 feet North of the South line of said quarter quarter quarter Section; thence South along said parallel line 239.0 feet; thence East 280 feet to the point of beginning. Subject to County Road B.

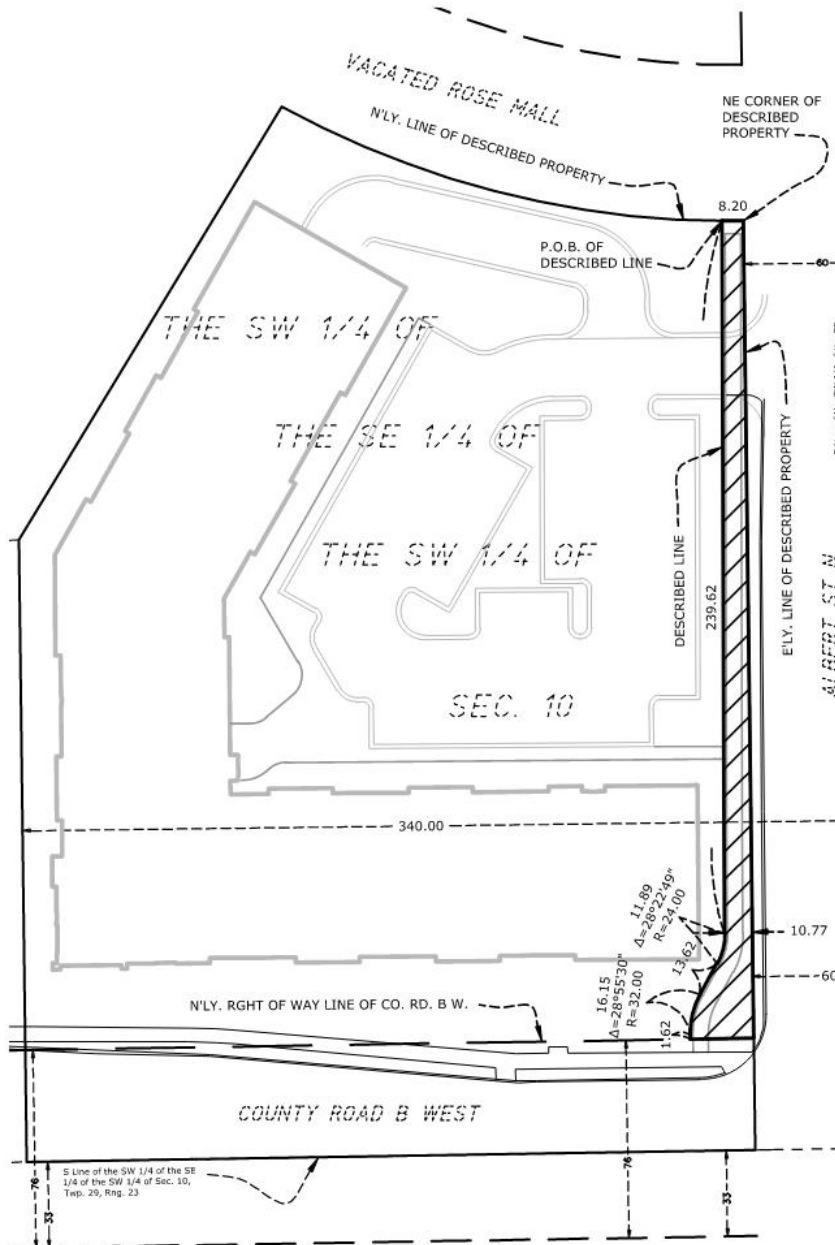
Said easement lies northerly of the northerly right of way line of said County Road B and easterly of the following described line:

Beginning at a point on the northerly line of the above described property, 8.20 feet westerly from the northeast corner thereof; as measured along said northerly line; thence southerly for 239.62 feet to a point 10.77 feet westerly from the easterly line of said property, as measured at right angles to said easterly line; thence southerly for 11.89 feet along a tangential curve, concave to the west, having a radius of 24.00 feet and a central angle of 28 degrees 22 minutes 49 seconds; thence southerly along tangent for 13.62 feet; thence southerly for 16.15 feet along a tangential curve, concave to the east, having a radius of 32.00 feet and a central angle of 28 degrees 55 minutes 30 seconds; thence southerly along tangent for 1.62 feet to said northerly right of way line, and there terminating.



**EXHIBIT C TO  
PATHWAY EASEMENT  
Depiction of the Easement Area**

**PUBLIC SIDEWALK EASEMENT EXHIBIT**  
**SW 1/4, SE 1/4, SW 1/4, Section 10 Township 29 Range 23**  
**City of Roseville, Ramsey County, Minnesota**



**DESCRIPTION**

An easement for public sidewalk purposes over and across that part of the following described property:

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Said easement lies northerly of the northerly right of way line of said County Road B and easterly of the following described line:

Beginning at a point on the northerly line of the above described property, 8.20 feet westerly from the northeast corner thereof, as measured along said northerly line; thence southerly for 239.62 feet to a point 10.77 feet westerly from the easterly line of said property, as measured at right angles to said easterly line; thence southerly for 11.89 feet along a tangential curve, concave to the west, having a radius of 24.00 feet and a central angle of 28 degrees 22 minutes 49 seconds; thence southerly along tangent for 13.62 feet; thence southerly for 16.15 feet along a tangential curve, concave to the east, having a radius of 32.00 feet and a central angle of 28 degrees 55 minutes 30 seconds; thence southerly along tangent for 1.62 feet to said northerly right of way line, and there terminating.

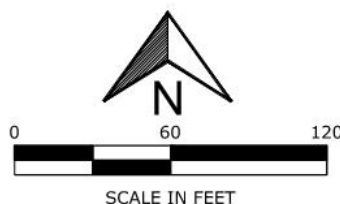
**MINNESOTA CERTIFICATION**

I hereby certify that this survey, plan or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

Dated this 20th day of June, 2023

  
Rory L. Synsteliem

Minnesota License No. 44565



**CivilSite  
GROUP**

5000 GLENWOOD AVENUE  
GOLDEN VALLEY, MN 55422  
CivilSiteGroup.com

Drawn By: TH  
Project No. 22118.00 SHEET 1 OF 1

# FUTURE MEETING AGENDA HIGHLIGHTS

July 10, 2023

## July 17, 2023 EDA Meeting

- Receive Preliminary 2024 EDA Budget
- Receive update on status of TIF Districts

## July 17, 2023 City Council Meeting (Worksession)

- Presentation of Capital Improvement Plan
- Presentation by Tubman regarding financial partnership with City of Roseville
- SAC Credit Policy Discussion

## July 24, 2023 City Council Meeting

- Kiwanis Peanut Day Proclamation
- Consider Prince of Peace Interim Use Request
- Consider Preliminary Plat at 691-711 Shryer Ave.
- Cannabis Law Update
- Receive Grant Application Update

| <u>Future Agenda Review - Longer Term Initiatives</u>          |  |  |                     |                    |                                                                |
|----------------------------------------------------------------|--|--|---------------------|--------------------|----------------------------------------------------------------|
| (items that likely require council discussion/action)          |  |  |                     |                    |                                                                |
|                                                                |  |  |                     |                    |                                                                |
| <u>Item</u>                                                    |  |  | <u>Initiated By</u> | <u>Target Date</u> | <u>Status/Notes</u>                                            |
| Inspectors of single-family rentals, health and safety         |  |  | Etten               | TBD                |                                                                |
| Review need of pet licenses                                    |  |  | Council             | TBD                | Brought forward by former Councilmember Willmus                |
| Sister City Relationship with Indigenous Tribal Nation         |  |  | Strahan             | TBD                |                                                                |
| Rooster Regulations                                            |  |  | Council             | TBD                | Brought forward by resident at the July 18, 2022 Council mtg.  |
| Off-sale liquor license holders - 1 day suspension for 1st vio |  |  | Etten               | TBD                | Issue raised during 2/13mtg. when considering penalties for li |
| Roseville gun violence awareness proclamation                  |  |  | Strahan/Council     | Orig Mar '23       | re-target Mar '24?                                             |
| Zero Waste Packaging/Compostable Containers                    |  |  | Etten/Strahan       | July '23           | will be discussed at PWET joint meeting July 10                |
| City Speed Limit Review on Local Streets                       |  |  | Strahan/Council     | July '23           | will be discussed at PWET joint meeting July 10                |
| Update on shopping carts left in public r-o-w                  |  |  | Strahan             | Summer '23         |                                                                |
| Accept classification & compensation study & recomm's          |  |  | Staff/Council       | Summer '23         | implementation strategies discussion to follow                 |
| Envision Roseville final report & RFP for strategic plng       |  |  | Staff/Council       | 3rd qtr '23        | (City Manager goal item)                                       |
| Commission scope/duties/functions implementation               |  |  | Etten/Council       | Fall '23           |                                                                |
| Short term rental code updates                                 |  |  | Council             | Fall '23           | (Issuance of new licenses suspended pending update)            |
| Hotel licensing regulations                                    |  |  | Staff/Council       | Late '23?          | upcoming work session topic?                                   |
| New cannabis law - effect on current THC licensing             |  |  | Staff/Council       | Late '23?          | Staff getting educated on law and ramifications                |
| Update SREAP with new goals/objectives                         |  |  | Staff/Council       | Late '23           | (City Manager goal item)                                       |
| Sacred Settlement code updates                                 |  |  | Staff/Council       | Dec '23            | Staff getting educated on law and ramifications                |
| Strategic planning                                             |  |  | Staff/Council       | 1st qtr '24        | (City Manager goal item)                                       |
| New cannabis regulation scheme                                 |  |  | Staff/Council       | Late '24?          | Staff getting educated on law and ramifications                |
| Roseville Fire role in medical transport                       |  |  | Staff               | TBD                | Ongoing discussions with Allina, etc.                          |
|                                                                |  |  |                     |                    |                                                                |
| <u>City/EDA Budget Process</u>                                 |  |  |                     |                    |                                                                |
| EDA budget and City CIP review                                 |  |  | Staff/Council       | July '23           | (budget calendar item)                                         |
| Receive City Manager proposed budget (w/ARPA impacts)          |  |  | Staff/Council       | Aug '23            | (budget calendar item) (City Manager goal item)                |
| Fin Comm budget recomm's & prelim levy/budget                  |  |  | Staff/Council       | Sep '23            | (budget calendar item)                                         |
| Utility Rates & Fee Schedule                                   |  |  | Staff/Council       | Nov '23            | (budget calendar item)                                         |
| Adopt final budget, levy, utility rates, & fees                |  |  | Staff/Council       | Dec '23            | (budget calendar item)                                         |
|                                                                |  |  |                     |                    |                                                                |