Mayor:

Dan Roe

Councilmembers:

Jason Etten Wayne Groff Robin Schroeder Julie Strahan



City Council Agenda Monday, March 6, 2023 6:00 p.m.

Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at:

www.cityofroseville.com/attendmeeting

Address:

2660 Civic Center Dr. Roseville, MN 55113

Phone:

651 - 792 - 7000

Website:

www.cityofroseville.com

- 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
- Recognitions and Donations
- 6. 6:08 P.M. Items Removed from Consent Agenda
- 7. Business Items
- 7.A. 6:10 P.M. Convene as the Board of Appeals
 - 7.A.i. Consider an appeal of a staff decision regarding whether or not two "micro-units" are permissible dwelling units at 2555 Victoria Street N

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF BENCH HANDOUT.PDF

- 7.A.ii. Adjourn Board of Appeals & Reconvene as the City Council
- 7.B. 6:55 P.M. Receive Quarterly Equity Update

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

7.C. 7:15 P.M. Receive 2022 Workforce Report

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.D. 7:35 P.M. Consider Ordinances amending Titles 8 and 10 of the City Code regarding shoreland, wetland, stormwater, and sustainability regulations

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF BENCH HANDOUT.PDF

- 8. Council Direction on Councilmember Initiated Agenda Items
- 7:55 P.M. Approval of City Council Minutes
 Approve City Council Minutes from February 13, 2023
- 10. 8:00 P.M. Approve Consent Agenda
- 10.A. Approve Payments

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

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

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

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

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

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

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

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

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

10.F. Approve Long Lake Lift Station Easement Agreements

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.G. Award Contract for DEI Training

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

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

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

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

REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval

Item Description:

Consider an appeal of a staff decision regarding whether or not two "microunits" are permissible dwelling units at 2555 Victoria Street N, the parcel immediately south of, and in common ownership with Prince of Peace Lutheran Church at 2561 Victoria Street N

BACKGROUND

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In December of 2022, staff became aware that two "micro units" (hereafter referred to as "Units") had been placed on the property at Prince of Peace Lutheran Church and both were occupied. The Units (Attachment A) have also been referred to as tiny homes and recreational vehicles (or RV's). These Units are located on trailers and are not connected to City sewer or water. They are heated, receiving electricity from a detached garage structure. One of the Units houses a single, female occupant who has been experiencing chronic homelessness. The other Unit houses three individuals, including a child. According to Prince of Peace, the occupants have access to the church 24 hours a day, seven days a week for needs not met by the Units, including kitchen and bathroom facilities. The two Units appear to sit on the parcel immediately south of the church parcel (2555 Victoria Street N), which is a separate legal parcel with the LDR, Low Density Residential zoning designation. The adjoining church parcel at 2561 Victoria Street N is zoned IN, Institutional.

City staff has determined these Units are not legal dwelling units and informed the property owner that the Units either must be removed from the property or brought into compliance with Zoning, City, and Building Code requirements. The property owner has filed an appeal of this staff decision, as provided for under Zoning Code Section 1009.08. Appeals are heard before the City Council, acting as the Board of Adjustment and Appeals.

The timeline of events surrounding this topic are as follows:

- December 19, 2022: City staff received a newsletter published by Settled, which disclosed a Sacred Settlement taking shape at Prince of Peace Lutheran Church. This newsletter referred to an interim Sacred Settlement and two homes with a common area for gathering (Attachment B).
- December 20, 2022: City staff contacted Pastor Peter Christ via phone and email to gather information to aid in determining whether or not the Units complied with Zoning Code, City Code, and Building Code requirements. It was determined that, due to the pending holiday, meaningful discussions could not occur until the first week in January. Pastor Christ did note that Settled would contact City staff with technical information about the Units.
- January 4, 2023: Gabrielle Clowdus from Settled emailed City staff to communicate that the Units are MN certified Recreational Vehicles (Attachment C).

- January 26, 2023: Community Development Director Janice Gundlach met with representataives of Prince of Peace (including Pastor Christ), Settled, and the occupants of the Units to discuss concerns surrounding the placement of the Units and their compliance with various Zoning Code, City Code, and Building Code requirements. This meeting included a tour of both Units.
- February 1, 2023: Prince of Peace was provided a written letter (Attachment D) outlining non-compliance issues, including three options for seeking a resolution.
- February 10, 2023: City staff received a response from Prince of Peace (Attachment E) to the February 1st non-compliance letter, including a request to appeal the determination that the Units were not permitted uses under the Zoning Code.
- The staff determination the Units are not permissible under the Zoning Code is due to the following:
 - Zoning Code Section 1001.10: Definitions of "Building", "Dwelling", and "Dwelling Unit", which require living quarters to have permanent locations on the ground, or attached to something having a permanent location on the ground, and include kitchen facilities and individual bathrooms. The Units sit on trailers and therefore are not considered to have a permanent location on the ground. One unit lacks a bathroom entirely, whereas the other unit utilizes a five gallon bucket with cat litter for a toilet. Neither has plumbed kitchen facilities.
 - Recreational Camping is not permitted by the Zoning Code: The Zoning Code does not permit recreational camping areas anywhere in the City. There is one exception, which allows use of up to four recreational vehicles at the Roseville Estates Mobile Home Park as a part of Planned Unit Development Agreement #1256 approved on December 17, 2001, however, this approval requires these four units be connected to City sewer and water lines.
- In addition to the Zoning Code, the Units are in violation of the City Code due to the following:
 - City Code Section 801.03 (Public Works): Requires separate connections to municipal water for each dwelling unit constructed on or after September 19, 1979.
 - City Code Section 802.03 (Public Works): Requires that any building used for human habitation be connected to municipal sewer.
 - City Code Section 901.01 (Building): Requires construction acitivity within the City to comply with the current Minnesota State Building Code (MSBC). The MSBC requires housing for permanent, single-family occupancy to meet 2020 Minnesota Residential Codes. Permits were not applied for, nor were inspections undertaken to determine if the Units brought onto the property comply with the MSBC. At the very least, the Building Code includes foundation requirements for buildings, as well as plumbing requirements for buildings intended for human habitation, neither of which the Units comply with.
 - City Code Section 906.05 (Property Maintenance): Requires foundation systems supported by footings or properly anchored and capable of supporting nominal loads and resisting load effects.

- City Code Section 906.07 (Property Maintenance): Requires every sink, lavatory, water closet or other plumbing fixture to be properly connected to either a public water system or an approved private water system. This same section requires kitchen sinks and lavatories to be supplied with hot or tempered and cold running water in compliance with the Plumbing Code. While the Units have cabinetry, a sink, and eletrical plug-ins for small appliances, City staff does not consider this to be a legal kitchen given there is no connection to municipal water or sewer.
- The following additional information may be relevant for the Council's discussion and decision:
 - One other Sacred Settlement exists in the metro, within the City of St. Paul at Mosaic Community Church, 540 Wheelock Parkway East. St. Paul has adopted an interim ordinance, directing the City's Planning Commission to underake a zoning study to determine "whether non-conventional residential housing product options can and should be incorporated in the Zoning Code as a permitted residential occupany type". While the study is undertaken, the City is permitting the Sacred Settlement as a recreational camping area licensed by the MN Department of Health. If the Council is interested in evaluating permananet use of these types of Units, the City could benefit from the results of this study.
 - The November 2021 Phase One updates to the Zoning Code introduced a housing type called "Dwellings, Courtyard Cottage". The intent of this housing type was to allow dwellings units, such as tiny homes, whereby smaller, one-family detached dwellings are arranged around a courtyard (or shared open space) and accessed from shared driveways. While City staff is unsure of the construction methods of the Units, buildings of a similar type could be designed in a way to accommodate this housing type if they were constructed on a foundation, met the Building Code, and had a connection to City sewer and water. Given the underlying zoning of the parcel the Units currently exist on is zoned LDR, Low Density Residential, this option could be a means for this use to comply with the Zoning Code.
 - Pastor Christ and Congregation President Michael Stetzler provided additional information they requested be considered in conjunction with the appeal (Attachment F). These materials make reference to Roseville's Police Department's involvement. The Police Department, through its Housing Navigator position, did work with Prince of Peace to find a safe location to park the individual's bus while trying to secure more permenant housing. As any regulations regarding the use of micro-units or tiny homes are beyond her position and duties, when the topic was brought up the Housing Navigator informed the church they should contact the Community Development Department to discuss the matter. Community Development was never contacted.
 - If Council agrees with the staff determination that the Units are not permissible, the following options may be considered if the Council is interested in exploring a solution other than full compliance with current code requirements:
 - Stay enforcement action for a specified period of time so as not to displace the two families living in the Units and to allow for time for the two familes to relocate to permanent housing. Under this option, it would need to be recognized the Units are not legal dwelling units but RV's, as claimed by Settled. City staff is not qualified to determine what a legal RV is,

- Consider utilizing the City's Interim Use Permit process to define parameters under which such Units could be regulated on a temporary basis and to allow for enough time for the St. Paul study to conclude. Such process would include the customary Open House, notification to property owners with 500' of the property, and a public hearing before the Planning Commission. There would be no guarantee as to the outcome. It should be noted the City Attorney has some reservations regarding whether the Interim Use Permit process is a good legal option and this needs some time for exploration. Staff would recommend the Interim Use process not extend past the expiration of St. Paul's interim ordinance, which is between July of 2023 January 2024.
- While not a solution to the current Units, but related to Prince of Peace's mission to help the homeless, Chapter 310 of the City Code does offer a license for a Temporary Overnight Shelter, which was created specifically for religious institutions to provide housing to the homeless. This license limits use of the shelter to four weeks per calendar year, with this condition and the others based upon the State Fire Marshal's orders.

POLICY OBJECTIVE

Govern the use of land and structures in the City by establishing regulations in regard to land and the buildings thereon. To provide minimum standards to safeguard life and limb, health, property, and public wefare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all structures and equipment sepcifically covered by the Building Code.

BUDGET IMPLICATIONS

None

RACIAL EQUITY IMPACT SUMMARY

Racial equity impacts have not been evaluated. However, people of color are disproportionately affected by homelessness. Policy decisions surrounding housing, and its compliance with Zoning, City and Building Codes, impact the ability to create affordable housing, especially deeply affordable housing aiming to serve those suffering from homelessness. An individual city's ability to change some regulations is limited.

STAFF RECOMMENDATION

Deny the appeal because the Units are not legal dwellings units, nor are recreational camping areas allowed, and order the Units be removed from the property. Receive direction from Council as to the preferred option and timeline for securing compliance.

REQUESTED COUNCIL ACTION

Adopt a Resolution (Attachment G) denying the appeal, finding that staff did not err in determining the Units are not legal dwelling and do not comply with the Building Code or City Code, nor are recreational camping areas allowed, based on the following:

1. The Units do not meet the definition of "Dwelling Unit" or "Building" because they do not

- contain bathrooms or kitchen facilities and they are on wheels and not on the ground, and
- 2. The Units lack a proper foundation, and
- 3. The Units are not connected to municipal sewer or water.

The specific findings outlined in the Resolution should be based on City Council discussion.

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Beyond denying the appeal, staff also requests direction on the option and timeline for securing compliance. Council's options include:

- 1. Order the Units be removed within 10 days.
- 2. Order the Units be removed within 60-90 days. This option is only considered feasible if the Units are considered RV's. This timeline for removal comes with the condition the property owner provide evidence the RV's are insured, occupants are provided 24-hour access to a bathroom (including bathing facilities) and kitchen that are connected to City sewer and water, and adequate storm shelter.
- 3. Stay removal of the Units while the property owner undergos the Interim Use Permit process. The property owner understands there is no guarenteed outcome to this process, and if denied, the property owner must remove the Units within 10 days of the decision on the Interim Use Permit.

Prepared by: Janice Gundlach, Community Development Director

Attachments:

- A: photo of micro-units
- B: Sacred Settlement newsletter
- C: 1/4/2023 email from Settled
- D: 2/1/2023 City noncompliance letter
- E: 2/10/2023 Prince of Peace appeal request
- F: Prince of Peace supplemental appeal information
- G: Resolution



Spring.

"Is anyone living in the homes yet?" What a profoundly simple question. But, we would wince every time it was asked because of the complex, unsatisfying answer: "Not yet. We're ready, but we are waiting on the city." Waiting on the city" has a rather desperate, naive feel, doesn't it? But, we trusted that the breakthrough would happen, and you were willing to trust alongside us. We continued to make investments in Sacred Settlement Mosaic in any way that we could. Then, in late spring, the breakthrough happened: the St. Paul City Council voted unanimously to acknowledge Sacred Settlement Mosaic. A week later, the Mayor signed the ordinance, and we began moving homes onto the land.

Summer.

We hit the ground running. Once the homes were placed, the grounds needed to be finished. We skirted around the homes, established the garden, and carved in paths and outdoor seating areas. Unfortunately, material costs had skyrocketed while we were waiting for the ordinance. But, you came through for us again by helping to raise the necessary funds to complete the site. Meanwhile, the future neighbors of Sacred Settlement Mosaic were building a community off-site, working together at our Purposeful Workshops to produce quality, handmade goods and gathering together for meals and training. Regulatory hurdles continued to crop up as we worked with the city to accomplish something that had never been done in Minnesota. The end of summer came, and the question lingered in the air: "Is anyone living in the homes yet?"

Fall.

In an act of pure faith, we put a date on the calendar to launch Sacred Settlement Mosaic. We thought this would be a loud expression of the hearts of the people who have gotten Mosaic to the finish line. Maybe this public testimony would provoke final city approvals? The beauty of the grand opening event is difficult to describe. Again, the question: "Is anyone living in the homes?" It's not clear how many times the question was asked that night, but having hundreds of people there walking the land and eating and singing in community was somehow the loudest version of the question so far. All of this has been established, all of these wonderful people made it possible; still, no one could be certain exactly when the homes would be lived in. Then, just three days later, we received a phone call from the city giving their full support to move people in. "We're sorry it took so long," they said. Two weeks later, everyone was safe and warm in their homes.

Winter.

"Is anyone living in the homes yet?" Now, we smile as we answer, "Yes! Laura, David, Allen, Chrissy, Junior, Rose, Kim, and Jamal." Sacred Settlement Mosaic has found a rhythm. They celebrated their first Thanksgiving together. They live and laugh together. They have become a complex and beautiful family. And, even as we support Sacred Settlement Mosaic, the next Sacred Settlement is already taking shape. Prince of Peace Lutheran in Roseville, MN is in full swing as an interim Sacred Settlement; this winter, two homes will be lived in with a common home for gathering. Several other faith communities are also evaluating their own future Sacred Settlements. We are expanding our warehouse and ramping up home production. Because of you, this community-based movement is growing. From all of us: thank you.

Settled.

From: Gabrielle Clowdus

To: Janice Gundlach

Subject: RVs at Prince of Peace

Date: Wednesday, January 4, 2023 2:10:26 PM

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

Hello Janice, on behalf of the faith community, we appreciate Roseville's compassionate and progressive response to homelessness in the city. We are thankful for the Roseville Police Department directing folks sleeping in their cars and campers to church parking lots for safety and for the routine rounds they make through the lots to ensure things remain safe.

One such camper lived in her RV at Langton Lake Park before being directed by the Roseville PD to Prince of Peace Lutheran Church, where she parked for the past summer and fall. As the temperature dropped below freezing, we had the opportunity to upgrade her uninsulated RV to one well-insulated for this climate. And because winter can be isolating for most, especially for folks experiencing chronic homelessness, we placed a resourced family in an insulated RV next to her for safety and emotional support.

The two MN certified Recreational Vehicles that are temporarily at Prince of Peace until a permanent place can be found meet the following National Codes and Standards:

- NFPA 1192
- ANSI 119.5
- NFPA 70 (National Electric Code)

We appreciate your partnership and forward-thinking in how to best care for our most vulnerable neighbors, especially in this harsh climate.

Please do not hesitate to contact me. My direct number is 512.788.0344.

All my best,

Dr. Gabrielle Clowdus, Vision for Settled.



February 1, 2023

Prince of Peace Lutheran Church Attn: Pastor Peter Christ 2561 Victoria Street North Roseville, MN 55113

RE: Interim Sacred Settlement

Dear Pastor Christ,

As you are aware, on our around December 20, 2022, City staff commenced communication with you regarding the placing of two micro housing units on the church property located at 2561 Victoria Street North. Be advised this letter refers to the units as "micro-units" residing in an "Interim Sacred Settlement" given the Memorandum of Understanding the church entered into with Settled uses this terminology.

Based on email, telephone and in-person communications, City staff understands the Interim Sacred Settlement and the two micro-units house two families, one considered a resource/intentional neighbor and one coming out of chronic homelessness. City staff further understands these families consider these micro-units their permanent housing, but have 24/7 access to the church for bathroom and kitchen facilities. Based on email communications from Settled dated January 4, 2023, it is their position that these micro-units are Recreational Vehicles. It should be noted that, although the units are being used as permanent housing, the definition of Recreational Vehicle under Minnesota State Statue and City Code describe such vehicles as "temporary."

The property at 2561 Victoria Street North is in an Institutional Zone. The property to the immediate south, in common ownership with the 2561 Victoria Street North, is zoned Low Density Residential. The placement of the two micro-units is very near the shared property line between the two properties/two zoning districts. City staff has determined the placement and use of these micro-units is not in compliance with the City's Zoning Code for either zoning district. The Institutional Zoning District does not permit residential uses nor recreational camping areas. The Low Density Residential Zoning District does offer a means to construct a development of "Dwelling, Courtyard Cottage" (also known as tiny homes), but does not allow a recreational camping area. The micro-units do not comply with the Zoning Code's definition of dwelling so cannot be considered a legal use. Therefore, the two micro-units are not permissible to remain on the property. It should be noted that, in addition to zoning concerns, staff is concerned these micro-units may not meet basic safety, health, and occupancy requirements outlined within the Building Code, Fire Code, City Codes related to dwelling units having to be connected to City water and sewer, and other safety codes such as the Building Maintenance and Preservation Code.

Given the information contained herein, City staff offers three options:

- 1. Remove the micro units from the property,
- 2. Appeal the staff interpretation the two micro-units are not permitted to the City Council. An appeal request must be submitted to the City Manager within 10 days of receiving this letter, whereby the City Council will act on the appeal at a regularly scheduled City Council meeting to be held within 30 days of receipt of the appeal. The appeal process is specified in City Code Section 1009.08 (enclosed herein) and must be accompanied by a \$100 processing fee.

ATTACHMENT D



3. Initiate actions to construct a residential development under the "dwelling, courtyard cottage" (or tiny home) housing type on the southerly parcel that is zoned Low Density Residential. These actions will require compliance with the Building Code.

The City appreciates the church's commitment to addressing chronic homelessness and intends to work cooperatively towards a solution achieving Zoning and/or Building Code compliance that addresses all public health, safety and welfare concerns. Please contact Janice Gundlach, Community Development Director via phone at 651-792-7071 or via email to <u>Janice.Gundlach@CityofRoseville.com</u> with questions or concerns.

Sincerely, City of Roseville

Patrick Trudgeon City Manager

Paus / Trugen

Attachments:

cc. Appeals – 1009.08



1009.08: APPEALS

A. An appeal pertaining to a decision of the Variance Board or an administrative ruling of the Community Development Department regarding any interpretation of the intent of this Title, or any administrative action approving or denying an application or request related to any matter addressed in this Title may be filed by any property owner or their agent.

- 1. The appeal shall be submitted to the City Manager within 10 calendar days after the making of the order or decision being appealed.
- 2. The appeal shall state the specific grounds upon which the appeal is made.
- 3. The appeal shall be accompanied by the fee set forth in Chapter 314 of this Code.
- B. When an appeal is filed, a public meeting regarding the matter shall be held before the City Council, acting as the Board of Adjustments and Appeals, at a regular meeting held within 30 days of the receipt of the appeal. The Board of Adjustments and Appeals will reconsider only the evidence that had previously been considered as part of the formal action that is the subject of the appeal. New or additional information from the appeals applicant(s) may be considered by the Board of Adjustments and Appeals at its sole discretion, if that information serves to clarify information previously considered by the Variance Board and/or staff.
 - Variance Appeals: A mailed notice of the public meeting at which the appeal is to be considered will be sent to the appeals applicant(s), members of the Variance Board, and to all of those property owners within the public hearing notification area established in Chapter 108 of the City Code, as well as the owner of the subject property.
 - 2. Administrative Deviation Appeals: A mailed notice of the public meeting at which the appeal is to be considered will be sent to the appeals applicant(s) and all of those property owners who received notice of the original administrative deviation hearing, as well as the owner of the subject property.
 - 3. Appeals of Administrative Decisions: A mailed notice of the public meeting at which the appeal is to be considered will be sent to the appeals applicant(s) as well as the owner of the subject property.

Friday, February 10, 2023

City of Roseville 2660 Civic Center Drive Roseville, MN 55113 Attention: Patrick Trudgeon, City Manager



Re: Reply to City's Letter Dated Feb. 1, 2023; Notice of Appeal under Section 1009.08

Dear Manager Trudgeon and City Hall:

We are in receipt of your letter dated February 1, 2023 (the "Letter"), informing us of the City's determination that the "micro units" on our property are not permitted uses. A copy of the Letter is attached.

Please consider this our notice of appeal of the City's determination, pursuant to Section 1009.08 of the Roseville City Ordinance. After discussing with legal counsel, we believe that our use of our land is permitted under local, state and federal law. As a lawfully sited church property, we have the right to use our property in ways that are incident to our religious exercise and to the principal permitted use of our property as a religious institution. These rights emanate from Roseville City Ordinance, the Minnesota and United States Constitutions, and the Religious Liberty and Institutionalized Persons Act , 42 U.S.C. § 2000cc et seq.

Together with legal counsel, we are preparing a memorandum summarizing the grounds for our appeal. Because of the relatively short amount of time to respond (10 days from receipt of the letter), and in order to avoid any waiver of any rights, we have decided to submit this notice of appeal today.

We, as a congregation, do not wish to create a dispute with the City, and we did not seek one out. While we are confident in our legal rights, we acknowledge that this matter presents difficult and complex issues of public concern. We appreciate the time and effort that City staff has devoted to this issue, and we welcome the City's commitment to 'work cooperatively towards a solution achieving Zoning and/or Building Code compliance that addresses all public health, safety and welfare concerns.'

We look forward to discussing these matters at a future City Council meeting.

Respectfully,

Michael Stetzler, Congregation President

Prince of Peace Lutheran Church

Peter Christ Lead Pastor

Cc: Legal Counsel, Evan Berquist, eberquist@cozen.com

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2561 Victoria Street North Roseville, Minnesota 55113 651-484-4144 | PoPRoseville.org February 27, 2023 1146 Rose Place Roseville, MN 55113

Dear Members of the Roseville City Council,

As President of the Congregation of Prince of Peace, I'd like to add my perspective to the conversation you will have about how we use our church property.

Our Pastor, Rev. Peter Christ, has done an excellent job of representing our congregation in most of the discussions with the City of Roseville to date. It is important to state, however, that Pastor Christ has been acting with the approval of and at the direction of our governing body. Our congregation has always allowed people in need to use our property as a safe place to park, or sometime even pitch a tent overnight. We expect our pastors to serve "the least of these, our brethren".

We first became aware of Cari McCollor's work with the Roseville Police Department when one of our members stopped to help a homeless woman on the street and began looking for ways to help her. That led to conversations with Ms. McCollor in which we learned about her work, and she learned about our policy of hospitality towards our homeless neighbors. And that led her to call when the city police needed to find a better place for Valerie.

While Valerie was living in her bus at Prince of Peace she became part of our community, often attending services, helping keep or property tidy and joining in many events.

As you can see from the chronology that Pastor Christ has provided, this was not a project that we planned for long in advance. We knew that Valerie needs a safe place to live over the winter, but we didn't know how we could help. Then an opportunity was presented to us, and we had to decide within a very short period of time if we would act to help provide a safe place or leave her to winter in her car or some other inadequate form of shelter.

I believe we did as God calls to act. As Jesus said when questioned about Jewish law, "If one of you has a child or an ox that falls into a well on the Sabbath day, will you not immediately pull it out?"

The problem of homelessness is extremely complex, and we will need multiple ways to address it. The community first model, in partnership with communities of faith and employing tiny homes, is one vision with great potential. Prince of Peace had been drawn into this vision, and we have now put you in a position to join us in figuring out how it can work in Roseville. It is a huge challenge, but one well worth pursuing. I look forward to working with you as we explore the way forward.

In faith,

Michael Stetzler President of the Congregation Prince of Peace Lutheran Church, ELCA, Roseville

Prior Care Offered to Our Neighbors

Prince of Peace has been serving the community of Roseville since its founding in 1957. The pastors and staff are charged by the congregation to offer assistance whenever someone presents themselves at our doorstep seeking help. These requests and our responses take many forms, and we see this work as an act of faith, living out our callings to do God's work with our hands.

April 1, 2016

I began serving Prince of Peace as its Lead Pastor. There were several active PoP ministries already serving our community at this time. The church property includes six large garden plots that are provided to Karen families who live nearby. In partnership with Every Meal, we provide weekend food support to students and families at Central Park Elementary School. We provide this school's social worker with gift cards and respond to specific requests for assistance. We have stocked a resource closet at Roseville Area Middle School with food and supplies.

2018 & 2019

Pastoral staff participated in community conversations hosted by ISD 623 in which they described that up to 275 students enrolled in Roseville schools were unstably housed. At the direction of the Congregation Council, we formed an Affordable Housing Team to consider how the church might respond to this unsettling reality for our neighbors.

2020-present

While our Affordable Housing Team began its investigations, we also experienced a significant rise in the day-to-day requests for assistance walking through the door. Also increasing was our recognition that our parking lot was hosting multiple vehicles overnight. These guests rarely sought additional assistance. In June of 2022, there one couple that we discovered one morning who had set up a tent on the south property and I invited them to stay as long as they needed.

Mid-late July 2022

Cari McCollor of Roseville Police Department called me and asked if we could host Valerie Roy's licensed RV on our parking lot. As is my discretion to assist those who come to the church seeking assistance, I was quick to accept the request of the city and make arrangements for Valerie to locate her RV at the west end of the parking lot. Valerie arrived on our property, and we oriented her to the campus.

About one week later, the RV was relocated to an old patch of pavement on the south property, just opposite the community gardens. It was about this time that Valerie introduced me to Gabrielle Clowdus & Anne Franz, co-founders of Settled. They had stopped by to check-in on Valerie, see her new home location, and transport her to the Settled workshop for a scheduled activity. This initial conversation opened the door to become more aware of what Settled was doing in St. Paul and the Mosaic Christian Community on Wheelock Parkway.

The RV remained on the south lot until late September or early October, when it was moved to storage and Valerie acquired a minivan which was then parked in the church parking lot.

Sept. 27, 2022

I invited Gabrielle Clowdus to a meeting to discuss how Settle's model for community-first housing might be something for our Affordable Housing Team to explore more closely. While open to such a discussion, Gabrielle wanted to address a more immediate concern, focusing on the more pressing reality that Valerie's RV or minivan were not suitable accommodation for the coming winter. Gabrielle indicated that Settled was in possession of additional tiny homes, destined for future a Sacred Settlement but with an uncertain location or timeline. She affirmed that Valerie was a likely candidate to become a resident of such a future settlement.

Gabrielle asked us to consider providing Valerie a location on our property for the winterized tiny home, which would likely remain her home and move with her to some future settlement location. Gabrielle also indicated that, in keeping with the community-first housing model, a second RV could be made available and co-located with Valerie to accommodate a "missional intentional neighbor" that help to surround Valerie with the elements of supportive community that help to address the challenges experienced by those coming out of chronic homelessness.

I brought forward this proposition to our staff and key leaders, including Congregation President Michael Stetzler.

Oct. 5, 2022

I met in my office with Cari McCollor during which I updated her on the developing proposal from Settled to upgrade Valerie's accommodations utilizing the RV/tiny homes. I also invited Cari to speak to the congregation on Oct. 16 to offer a description of her work and the state of homelessness in Roseville.

Michael Stetzler convened a meeting of the Affordable Housing Team to review the proposal and consider how it might work alongside the Team's goals for serving the community. Ultimately, they encouraged Michael and I to share the idea more broadly with the congregation to gauge support. We produced a few communiques that were sent out.

Oct. 9, 2022

Michael made a short presentation to the congregation at both morning worship services. There was consistent and broad-based support within the congregation for this Interim Sacred Settlement to be placed on our property until such time as the next permanent sacred settlement location was prepared for occupancy.

Oct. 11, 2022

Michael re-convened the Affordable Housing Team who drafted an endorsement of the proposal and forwarded it to the Congregation Council their consideration.

At its regular monthly meeting that same evening, the Congregation took action to authorize Michael Stetzler to negotiate the specifics of an arrangement to receive two RVs/Tiny Homes from Settled with the purpose of providing a winterized living accommodation for Valerie and the elements of a community of support to surround Valerie as she transitions into a more permanent housing scenario. The council also designated some funding support for light facility renovations of a "Common House" and to accommodate two RV/tiny homes to be placed just south of the garage.

We directed Settled to proceed with the relocation of the two Rv/tiny homes. We also began the site preparation and light renovation of the common house spaces within the main church building. In addition, the MOU we entered into with Settled calls for Prince of Peace to go through a facilitated discernment process to determine if a fully developed Sacred Settlement would become a long-term ministry.

Nov. 22, 2022

In consultation with Cari McCollor, we offered Kevin (last name unknown) a place to park his disabled minivan/home in our parking lot and worked with him over the course of the week surrounding the Thanksgiving holiday to assist Kevin as he secured some transitional housing to which he relocated on or about Nov. 30.

Dec. 6, 2022

The two RV/tiny homes were moved to the PoP campus.

Dec. 13, 2022

We assumed ownership as the titles were transferred. The church's insurer accepted the RVs/tiny homes under the comprehensive policy.

Dec. 15, 2022

Valerie moved into her new home. The Beary family began moving into their home about Dec. 17 and were fully moved in by the end of the year. Shortly after this Cari McCollor and one of her Roseville PD colleagues came by check in on Valerie and see her new home. I was with them as they toured the common house and shared spaces within the church building. They expressed their support and enthusiasm for the accommodations we had created for Valerie and the Bearys.

Dec. 22, 2022

Janice Gundlach called the church and we spoke for the first time. Ms. Gundlach described how she had been made aware of the presence of the RVs/tiny homes from Settled's year-end letter to supporters. She had then driven through our parking lot to confirm. She described her basic familiarity with Settled and mentioned having some concerns about the Sacred Settlement model and the City of St. Paul's acceptance of how the Mosaic Settlement has been made allowable. She indicated that with the upcoming holiday, she was not proposing any action and would like to follow up with us after the new year.

Jan. 3, 2023

Ms. Gundlach sent me an email to "check in regarding Building and Fire Code compliance concerning the two tiny homes."

Jan. 4, 2023

Dr. Gabrielle Clowdus emailed Ms. Gundlach with the RVs code compliance information. In this email, Dr. Clowdus included: "The two MN certified Recreational Vehicles that are temporarily at Prince of Peace until a permanent place can be found meet the following National Codes and Standards:

- NFPA 1192
- ANSI 119.5
- NFPA 70 (National Electric Code)"

Jan. 5, 2023

Ms. Gundlach replied to Dr. Clowdus confirming she had received the information and would be "reviewing internally" and would let us know if they had any questions.

Jan. 15, 2023

Prince of Peace celebrated with our community the Interim Sacred Settlement, now providing a home for Valerie and the Beary Family, with a blessing ceremony and open house. This included the broader network of Settled supporters, the two church partners that had built the two RVs now located at PoP, and the residents and supporters of the Mosaic Sacred Settlement.

Jan. 18, 2023

Ms. Gundlach emailed me to set up a meeting to share their "thoughts about how [the RV homes] fit into City regulations." We set up a meeting for Jan. 26 at Prince of Peace.

Jan. 26, 2023

Present during a meeting in the Common House were Janice Gundlach, Valerie Roy, Mischa Beary, James Beary, Avia Beary, Kristin Bloxham, Dr. Gabrielle Clowdus, and me. Ms. Gundlach described the findings that her department had ruled the RVs/tiny homes did not meet existing zoning and building code regulations. She reiterated how she believed the RV to be a significant improvement to Valerie's circumstance but did not know enough about the construction of the homes to believe them to be suitable dwellings. In telling her story to Ms. Gundlach, Valerie attempted to reassure her that she is experiencing a significant improvement in her well-being.

Ms. Gundlach did present a distinction about how our campus contains two uniquely zoned parcels. The church and parking lot are zoned Institutional and the land to the south is zoned Low-Density Residential. She also described how the RVs/tiny homes were on the Institutional-zoned parcel. We challenged this determination. In a subsequent email, we provided Ms. Gundlach with an aerial map of our property and clarified that the RVs were indeed placed on the south parcel.

Near the conclusion of the meeting, Ms. Gundlach described being prepared to hand us a letter that described all of this and included an invitation to appeal this ruling. She handed me a hard copy of the appeal procedures which stipulated that we would have 10 days to request an appeal of her department's ruling. I asked her if she had to present us the letter that day. She agreed that she didn't have to and was willing to hold off until after updating her supervisor at City Hall. At the conclusion of the meeting Ms. Gundlach was given a tour of the RVs/tiny homes.

Feb. 1, 2023

I received an email from Ms. Gundlach that included an attached letter from Pat Trudgeon describing the ruling they had made and the invitation to request an appeal. A hard copy of the letter arrived via USPS several days later.

Feb. 10, 2023

We submitted our notice of request for appeal, handing it to the receptionist in the lobby of City Hall. I neglected to include the \$100 filing fee and corresponded with Mr. Trudgeon via email, receiving permission to submit the fee on Monday, Feb. 13.

Feb. 13, 2023

The fee was submitted in person at City Hall, and a receipt was emailed to us.

Feb. 14, 2023

we received notice via email that a hearing will be on the agenda of the City Council meeting on Monday, Mar. 6.

Feb. 16, 2023

In an effort to be more strategic in developing the specifics of our appeal, I reached out via email to Ms. Gundlach and asked for her guidance on what she anticipated as being the most likely pathway forward in developing a shared strategy for caring for our homeless neighbors.

Feb. 23, 2023

After some voicemail tag, I eventually reconnected via email. In her reply to me, Ms. Gundlach cc'd Pat Trudgeon, to which he provided a follow-up email to me.

In this email, Mr. Trudgeon stated, "it is best to hold off on the conversations regarding your questions until after the City Council decision on your appeal at their March 6 meeting. We would have been happy to discuss all of the matters that you raised in the email before you entered into the agreement with Sacred Settlement and the units were set up on your property. That action forced us into a very difficult position and we had to immediately go into enforcement mode once we learned of the presence of the units given the serious zoning and code violations with the micro-units. We certainly wished the church and/or Sacred Settlement would have reached out to us first and we could have had a much more productive discussion about the matter."

Feb. 24, 2023

I replied to Mr. Trudgeon in an effort to clarify that Valerie's presence at PoP was only at the City's initial request. I also had a lengthy phone conversation this day with Janice Gundlach. She was generous with her time, further clarifying the city's position regarding the ruling they have made. I asked her to respond to a variety of methods for moving forward and she reiterated that any action would require the explicit direction of the Roseville City Council. She seemed to agree with me when I stated that I believe both Prince of Peace and the City share deep alignment in our goals to care for our neighbors experiencing homelessness.

Late that evening, I received a phone message from Cari McCollor requesting our assistance to help relocate "Stanley, a homeless veteran living in an RV," to our parking lot. I was able to text with Cari and offer our assistance. We subsequently learned that Stanley, was permitted to remain in the Cub parking lot for the night with the assurance he would move the next day.

Feb. 25, 2023

Stanley arrived in his RV and parked it in the Prince of Peace parking lot.

Feb. 26, 2023

Several members of our community connected with Stanley, also meeting Peggy, who was with him. They have been offered what basic hospitality they needed and we could offer at this time.

Feb. 27, 2023

Cari McCollor has agreed to continue staying in contact with Stanley as, together, we determine next steps.

This history has been submitted along with our supporting materials for of our appeal to be considered on Mar. 6.

1	EXTRACT OF MINUTES OF MEETING		
2	OF THE		
3	CITY COUNCIL OF THE CITY OF ROSEVILLE		
4			
5	* * * * * * * * * * * * * * * *		
6			
7	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of		
8	Roseville, County of Ramsey, Minnesota was duly held on the 6 th day of March 2023, at 6:00		
9 10	p.m.		
11	The following members were present: , , , , and Mayor .		
12	and the following were absent: , , , , and Mayor .		
13			
14	Member introduced the following resolution and moved its adoption:		
15			
16	DECOLUTION N		
17 18	RESOLUTION No.		
19	RESOLUTION OF DECISION OF THE BOARD OF ADJUSTMENTS AND APPEALS		
20	RELATED TO THE APPEAL FROM THE PROPERTY OWNER		
21	OF 2555 VICTORIA ST N		
22	REGARDING AN ADMINISTRATIVE DECISION PERTAINING TO PLACEMENT OF		
23	ILLEGAL DWELLING UNITS		
24	TEDEGRE D WEDER (G GIVIS		
25	WHEREAS, on December 19, 2022 City staff became aware of two micro housing units (the		
26	"Units") placed on a vacant property at 2555 Victoria Street N owned by Prince of Peace		
27	Lutheran Church which is zoned LDR, Low Density Residential; and		
28	·		
29	WHEREAS, on December 20, 2022 City staff and Pastor Peter Christ of Prince of Peace		
30	Lutheran Church corresponded regarding whether the Units complied with Zoning Code, City		
31	Code and Building Code requirements. The Parties decided to reconnect regarding compliance		
32	issues after the holiday, but in the meantime Pastor Christ committed to submitting to the City		
33	technical information about the micro housing units; and		
34			
35	WHEREAS, on January 4, 2023 Settled, acting in cooperation with Prince of Peace Lutheran		
36	Church, submitted information to the City regarding the Units certification of compliance as a		
37	"Tiny House on Wheels" via a digitally-issued certificate of compliance by the National		
38	Organization for Alternative Housing; and		
39			
40	WHEREAS, on January 26, 2023 City staff met on-site with representatives of Prince of Peace		
41	Lutheran Church, Settled, and the occupants of the Units; and		
42			

43 44	WHEREAS, on the January 9, 2023 visit, City staff observed that the Units were on wheels and not connected to a foundation of any kind, did not contain running water, and were not connected		
45 46	to City water or sewer or to a private water system; and		
47	WHEREAS, the zoning chapter of the Roseville City Code 1001.09 has the following		
48	definitions:		
49			
50	BUILDING: A structure with a permanent location on the land, enclosed by		
51	walls and having a roof that may provide shelter, support, protection or enclosure		
52	of persons, animals, or property of any kind.		
53			
54	DWELLING: A building or portion thereof designed or used primarily as living		
55	quarters for one or more families, but not including hotels or other		
56 57	Accommodations for the transient public, lodging houses, housing cooperative or		
57 58	other group living arrangements.		
59	DWELLING UNIT: One or more rooms which are arranged, designed or used as		
60	living quarters for one family only. Individual bathrooms and a complete kitchen		
61	facility, permanently installed, shall always be included with each dwelling unit.		
62	No dwelling unit may have more than one kitchen facility except that a single-		
63	family detached dwelling may have more than one kitchen facility provided the		
64	dwelling is designed, arranged or used as living quarters for one family only. For		
65	purposes of this exception, the family shall not include roomers.		
66	;and		
67			
68	WHEREAS, the Zoning Code does not permit recreational camping in any zoning district; and		
69			
70	WHEREAS, City staff sent a letter dated February 1, 2023 explaining that the Units are not in		
71	compliance with the Zoning Code, City Codes and Building Code; and		
72	WWEDELG EL 10 2022 Di CD 1 in 1 C 1		
73	WHEREAS, on February 10, 2023 Prince of Peace submitted a formal response to the		
74 75	noncompliance letter requesting an appeal of the staff determination the Units are not legal		
75 76	dwelling units and must be removed from the property; and		
76 77	WHEREAS, on March 6, 2023, a public meeting was held of the City Council, acting as the		
78	Board of Adjustment and Appeals to hear the appeal and issue a decision.		
79	Board of Adjustificht and Appears to fical the appear and issue a decision.		
80	NOW, THEREFORE, BE IT RESOLVED, that based on the above recitals and, the Request for		
81	Council Action, and the testimony and documents submitted the Board of Adjustment and		
82	Appeals of the City of Roseville finds as follows:		
83	1. The Board denies the Property Owner's appeal of the Administrative Decision and		
84	makes the following findings in support of this decision:		
85	a. The Units are placed on property zoned LDR, low density residential.		

ATTACHMENT G

86	b. The U	nits are not Buildings, Dwellings, or Dwelling Units in compliance with
87	Zoning	g Code based on the following:
88	i.	They fail to provide complete kitchen facilities;
89	ii.	They fail to provide individual bathroom facilities;
90	iii.	They are not on a permanent foundation.
91	c. The U	nits are also not in compliance with other City Codes including:
92	i.	City Code Section 801.06 requiring separate connection to municipal
93		water for each dwelling.
94	ii.	City Code Section 802.03 requiring that any building used for human
95		habitation be connected to municipal sewer.
96	iii.	City Code Section 906.05 requiring foundation systems supported by
97		footings or properly anchored and capable of supporting nominal loads
98		and resisting load effects.
99	d. If the Units are considered recreational vehicles (RV's), Recreational camping	
100	areas are not permitted in any zoning district in the City of Roseville.	
101		
102	The motion for the adopt	ion of the foregoing resolution was duly seconded by Member ,
103	and upon a vote being taken thereon, the following voted in favor thereof: , , ,	
104	, and Mayor .	
105	and the following voted against the same:	
106		
107	WHEREUPON said reso	lution was declared duly passed and adopted.
108		

ATTACHMENT G

109	
110	
111	
112	STATE OF MINNESOTA)
113) SS
114	COUNTY OF RAMSEY)
115	
116	
117	I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of
118	Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and
119	foregoing extract of minutes of a regular meeting of said City Council held on the 6 th day of,
120	March, 2023 with the original thereof on file in my office.
121	
122	WITNESS MY HAND officially as such Manager this day of , 20
123	
124	
125	
126	SEAL
127	
128	
129	Patrick J. Trudgeon, City Manager

From: noreply@civicplus.com

To: *RVCouncil; Rebecca Olson; Pat Trudgeon.
Subject: Online Form Submittal: Contact City Council
Date: Saturday, March 4, 2023 1:15:18 PM

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

Contact City Council

Please complete this online form and submit.

Prince of Peace land use question	
Contact Information	
Julie L Chattopadhyay	
1482 County Road C2 W,	
Roseville	
MN	
55113	
	Julie L Chattopadhyay 1482 County Road C2 W, Roseville MN

This form goes to the Mayor, all Councilmembers and certain City Staff. Due to the volume of emails submitted, a personal reply is not always possible.

How would you prefer to be contacted? Remember to fill in the corresponding contact information.

Email

Email Address:	
Phone Number:	

Please Share Your Comment, Question or Concern I am writing to express my support for Prince of Peace regarding the two small dwellings on their property. I'm not affiliated with the church in any way, but I read the city staff's request to council and felt it was important to speak up.

The recommendation to provide an interim use option for this situation seems eminently reasonable to me, and I hope council chooses to adopt it. I further hope that the ongoing study in Saint Paul leads to some creative new solutions for both cities. I appreciate city staff's commitment to safety and upholding the

law, but this seems like an excellent opportunity for lawmakers to ensure that the current land use and zoning definitions meet the current needs and values of our community.

Thank you for your consideration.

Unless restricted by law, all correspondence to and from Roseville City government offices, including information submitted through electronic forms such as this one, may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

Email not displaying correctly? View it in your browser.

REQUEST FOR COUNCIL ACTION

Date: Ma

fam / Truge

March 6, 2023

Item No.:

7.b

Department Approval

City Manager Approval

Miccall

Item Description: Strategic Equity Update Q1 2023

BACKGROUND

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

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

13 14

POLICY OBJECTIVE

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

24 RACIAL EQUITY IMPACT SUMMARY

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

26 FINANCIAL IMPACTS

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

28 STAFF RECOMMENDATION

29 REQUESTED COUNCIL ACTION

30 This presentation is for informational purposes.

31

Prepared by: Thomas Brooks, Equity and Inclusion Manager

Attachments: A: Equity Update Q1 2023.pdf

Strategic Equity Update Q1 2023 RESEVILLE



Council Equity Update SREAP

Strategic Racial Equity Action Plan Priority Areas:

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

Last Update:

- Q4 2022



Racial Equity Narrative

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

Council Equity UpdateCommunity Aspirations

As a community, we aspire to be:

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



SREAP Priority 1 – Workforce Diversity



Data Collection



Data Analysis



Stakeholder Engagement



Workforce Report

Stakeholder Engagement

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



SREAP Priority 1 – Workforce Diversity Efforts in progress

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

SMART Goals – Diversify the Workforce

Hiring Manager Training

Hiring Manager Packet

Onboarding Platform

Compensation and Classification Study



SREAP Priority 2 – Commission Diversity



Continuing to evaluate each recruitment season



Promotion of all vacancies, Youth Vacancies for Spring 2023

SREAP Priority 3 – Racial Equity Toolkit



Implement Racial Equity Toolkit & Racial Equity Impact Summaries



Continue improving REIS on council RCA's



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

Council Equity Update Additional DEI Initiatives - Training

2023 DEI All-Staff Training

All Full-Time Staff – April/May

Foundations of DEI



Managers Supervisors – August/September

- Creating a Culture of Belonging
- Leading a Diverse Team

Department Heads – October/November

- Managing Conflict
- Courageous Conversations



2022 DEI Leadership Training - completed

Department Heads – Sept. to Dec. 2022

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





Proclamation Support



Display Cases at City Hall



HRIEC to review proclamation language



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



Questions?



REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval

Presentation of 2022 Workforce Report

BACKGROUND

Item Description:

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

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

1. Hiring manager training on updated processes, best practices, and bias awareness

2. A hiring manager packet intended to better prepare and lay out the process for hiring leaders, interview panels, and candidates.

3. Fully implementing an onboarding platform to standardize the collection of new hire information and information communicated to new hires (employee handbook, equity narrative, onboarding training, etc.).

24 25 4. Completion of a Compensation and Classification Study allowing the organization to better understand current roles and responsibilities, pay equity, and to better position the city to be competitive in the job market.

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POLICY OBJECTIVE

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

normalize, organize and operationalize racial equity principles and tools, with an eye toward impactful

and sustainable outcomes that create a more equitable community.

37 RACIAL EQUITY IMPACT SUMMARY

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

39 FINANCIAL IMPACTS

44

There are no financial considerations in this equity update presentation.

41 STAFF RECOMMENDATION

42 REQUESTED COUNCIL ACTION

This presentation is for informational purposes.

Prepared by: Thomas Brooks, Equity and Inclusion Manager

Attachments: A: 2022 Workforce Report.pdf



WORKFORCE REPORT



Table of Contents

- Overview From Equity and Inclusion Manager Thomas Brooks
- **O4** City of Roseville Mission and Community Aspirations
- **05** Departments
- **o6** About Roseville, MN
- Strategic Racial Equity Action Plan (SREAP) Overview
- **09** Workforce Statistics
- **16** New Hires
- 18 Seasonal
- 20 Volunteers
- **22** Commissions
- 23 Letter of Commitment from City Manager Pat Trudgeon



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

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

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

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

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

Thomas Brooks, Equity and Inclusion Manager



Mission

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

Community Aspirations

As a community, we aspire to be...



Welcoming, inclusive, and respectful



Physically and mentally active and healthy



Well-connected through transportation and technology infrastructure



Secure in our diverse and quality housing and neighborhoods



Safe and law abiding



Environmentally responsible, with well-maintained natural assets



Economically prosperous, with a stable and broad tax base



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



Departments

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

Administration

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

Community Development

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

Finance

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

Fire

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

Parks & Recreation

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

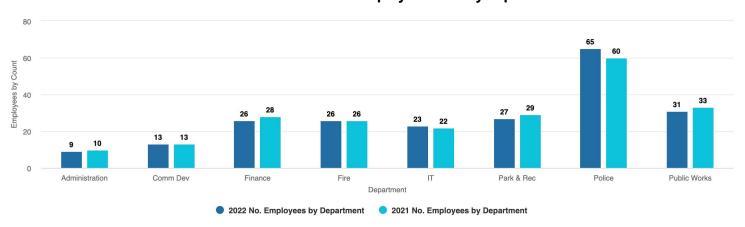
Police

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

Public Works

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

2022 Roseville Workforce - Employee Count by Department



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



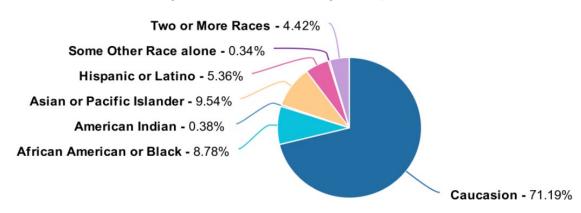
About Roseville, MN

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

Roseville, MN 2020 Census Survey Results

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

City of Roseville Community Demographics



*This data is based on 2020 Census results.

Category	2010 Numbers	% of Population	2020 Numbers	% of Population	Net Gain (+/-)	% Change (+/-)
Total Population	33,660	-	36,254	-	+2,594	+7.71%
African American or Black	2,038	6.05%	3,182	8.78%	+1,144	+56.13%
American Indian	132	0.39%	137	0.38%	+5	+3.79%
Asian, or Pacific Islander	2,447	7.27%	3,458	9.54%	+1,011	+41.32%
Caucasian	27,369	81.31%	25,8009	71.19%	-1,560	-5.70%
Hispanic/Latino	1,551	4.61%	1,942	5.36%	391	+25.21%
Two or more races	760	2.26%	1,604	4.42%	844	+111.05%
Some other race	32	0.10%	122	0.34%	90	+281.25%



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

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

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

Strategic Racial Equity Action Plan (SREAP) Overview

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

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

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



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

Racial Equity Narrative

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

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

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

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

SREAP Priorities

Priority 1: Workforce Diversity

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

Priority 2: Commission Diversity

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

Priority 3: Racial Equity Toolkit

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

SREAP Priority Framework

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

Process Mapping

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



Stakeholder Engagement

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

Data Collection

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

Workforce Statistics 2021-2022

Workforce Profile

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

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

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

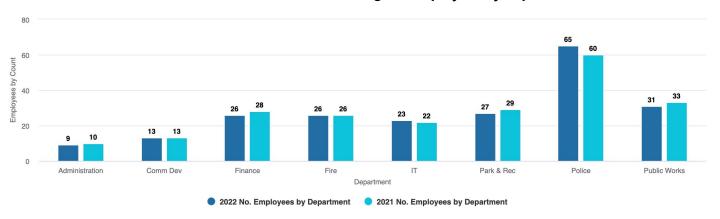
Summary of Notable Findings:

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



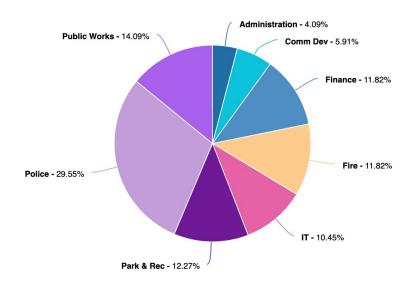
- The administrative team in the Finance department and Parks and Recreation department do not have BIPOC benefit eligible employees; however, the License Center is a division within the Finance Department with BIPOC representation.
- Current benefit eligible employees are over 2/3 male and new hires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

2022 Roseville Workforce - Benefit Eligible Employees by Department



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

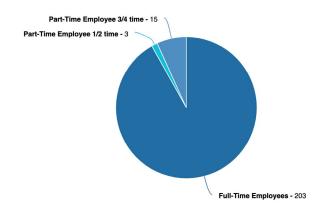
2022 Roseville Workforce - Percent of Employees by Department

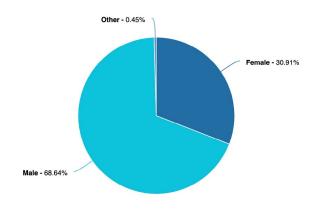




2022 Roseville Workforce -Employees by Full-Time Status

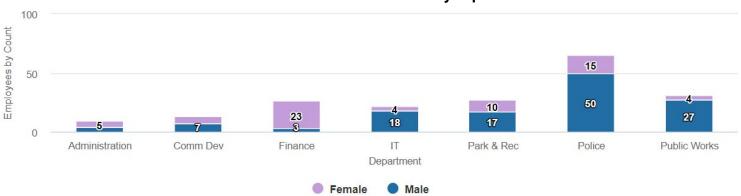
2022 Roseville Workforce -Employees by Gender





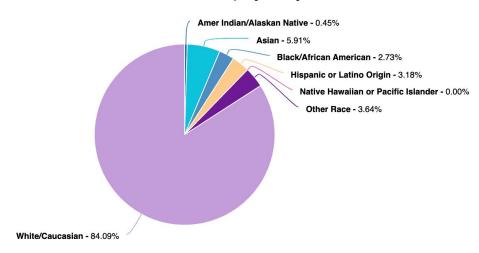
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Gender by Department



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

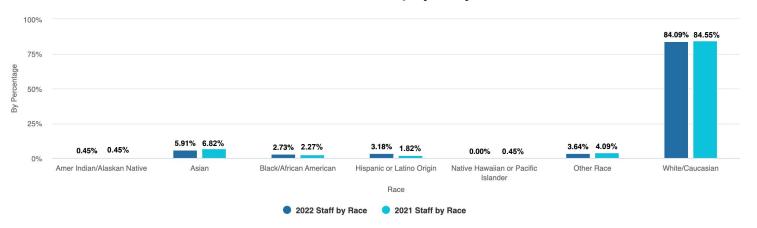
2022 Roseville Workforce - Employees by Race



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

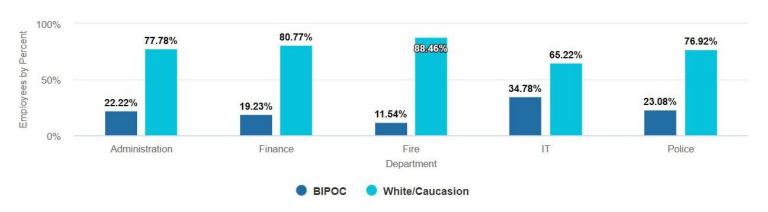


2022 Roseville Workforce - Employees by Race 21-22



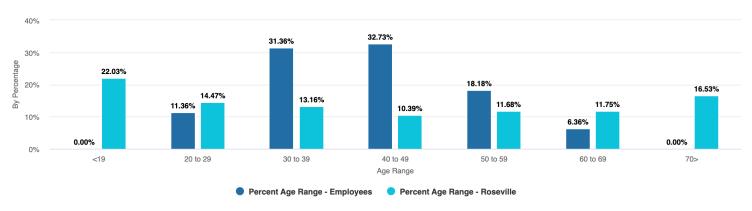
^{*}This data is based on an annual demographic survey administered during the November 2021 and 2022 open enrollment periods for all benefit eligible employees.

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



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

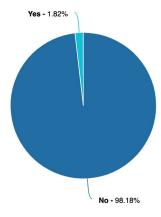
2022 Roseville Workforce - Employees by Age Range



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

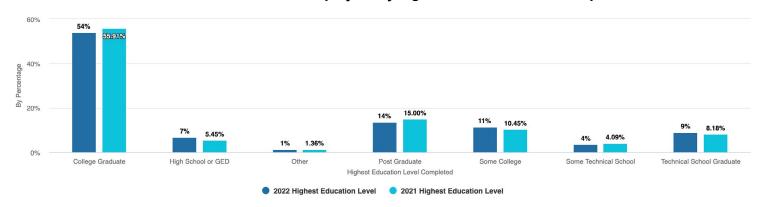


2022 Roseville Workforce - Employees by Sensory, Phycial, Mental Disability Status



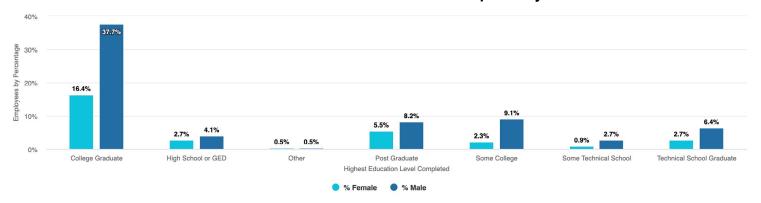
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Highest Education Level Completed



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

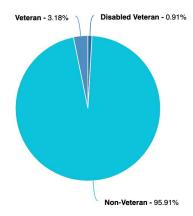
2022 Roseville Workforce - Education Level Completed by Gender



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

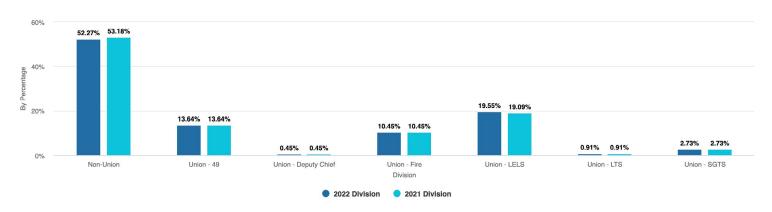


2022 Roseville Workforce - Employees by Veterans Status



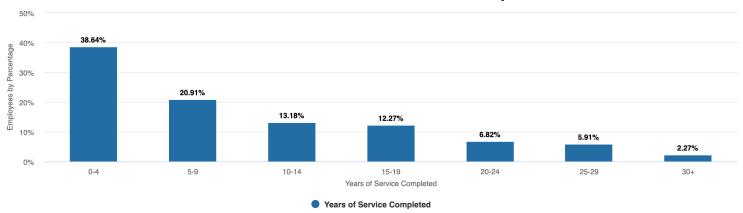
*This data is based on an annual demographic survey administered during the November 2022 open enrollment period for all benefit eligible employees.

2022 Roseville Workforce - Employees by Union



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

2022 Roseville Workforce - Years of Service Completed



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



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

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

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

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

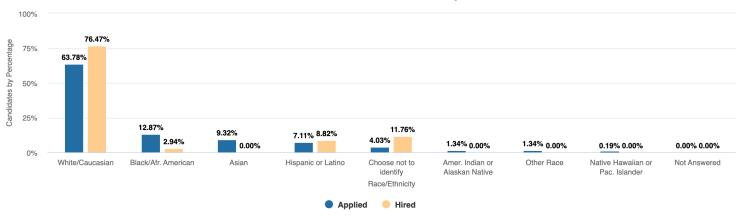


New Hires January through November 2022

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

- While BIPOC candidates made up 32.2% of applicants, 11.7% of new hires were BIPOC.
- Of BIPOC candidates deemed eligible (qualified) for the roles of which they applied, 35% were referred for an interview.
- Based on applications received, fewer Black/African American and Asian candidates were hired compared to any other demographic group, of which only one Black/African American candidate was hired and zero Asian candidates hired as of November 2022.
- With 27.3% of applicants self-identifying as female, the female demographic accounted for 32.25% of new hires; hiring in 2022 was over 60% male
- *Applied = Application received
- *Eligible = Meets minimum qualifications
- *Referred = Referred to hiring manager for a first interview
- *Offered = Letter of Offer provided to candidate
- *Hired = Offer accepted and candidate hired

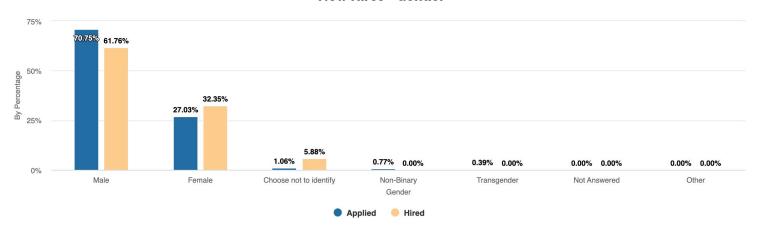
New Hires - Race/Ethnicity



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

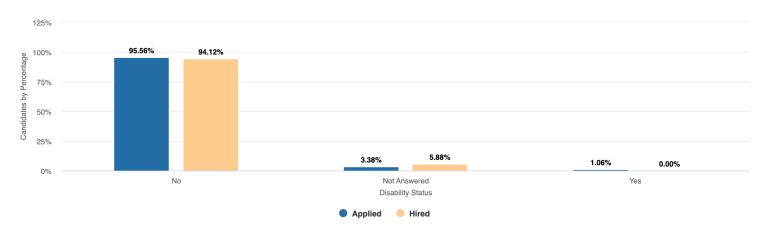


New Hires - Gender

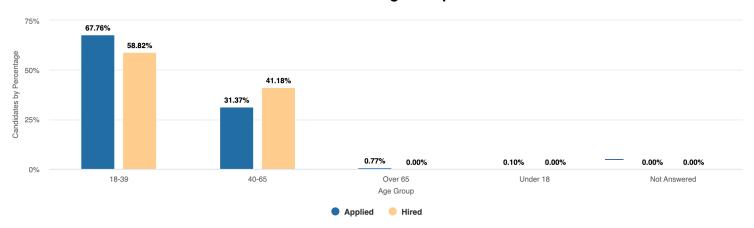


This self-identified data collected during the candidate application process was based on 34 benefit eligible new hires from January to December 2022.

New Hires - Sensory, Physical, Mental Disability Status



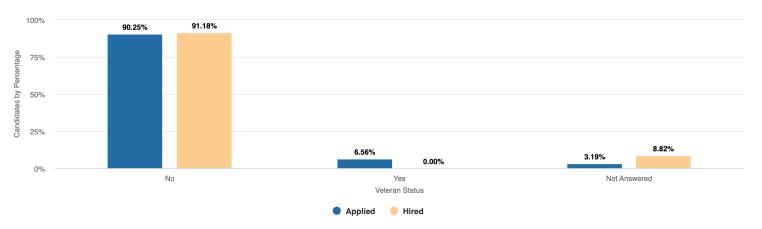
New Hires - Age Group



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



New Hires - Veteran Status



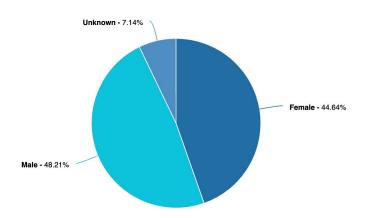
This self-identified data collected during the candidate application process was calculated based on 34 benefit eligible new hires from January to December 2022.

Seasonal

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

Data collected is summarized below.

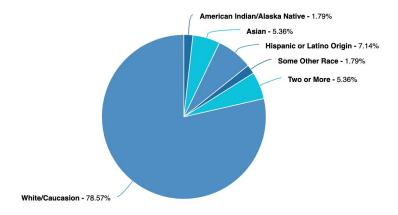




This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

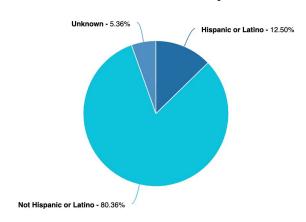


Seasonals - Race



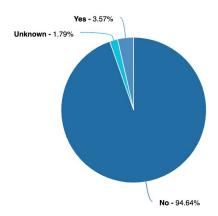
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Seasonals - Ethnicity



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

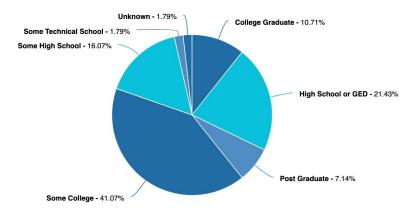
Seasonals - Sensory, Physical, or Mental Disability Status



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

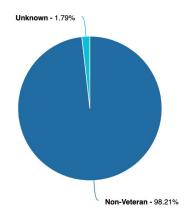


Seasonals - Highest Education Completed



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

Seasonals - Veterans Status



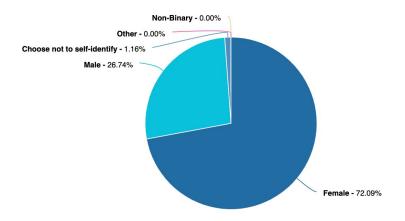
This optional, self-identified data was collected during the onboarding process for Seasonal staff in 2022. This data is based on 56 responses on the demographic questionnaire.

Volunteers

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

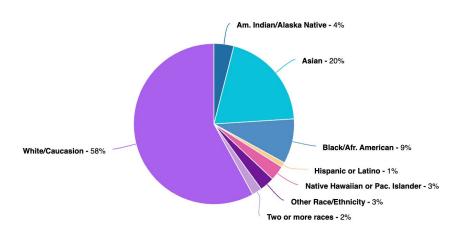


Volunteers - Gender



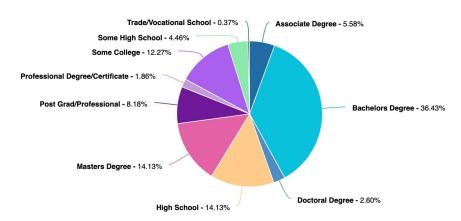
*This data was retrieved from the City's volunteer database. This self-identified information is optional to complete on volunteer applications and is based on 86 responses.

Volunteers - Race



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

Volunteers - Education Level Completed



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



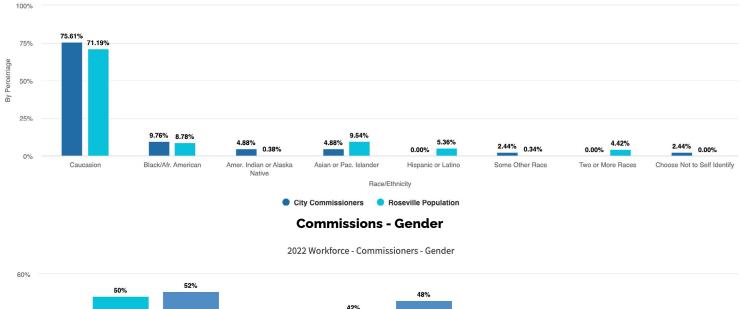
Commissions

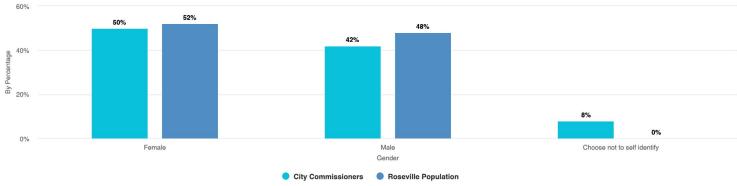
City of Roseville Commissioners are volunteers who serve as advisory to the City Council and staff. There are currently 7 commissions, including an Ethics Commission, consisting of representation from each of the other commissions. Commissioners serve up to 3-year terms at a time. Commission candidates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

Some items note in the data below:

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

Commissions - Race





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



Letter of Commitment from City Manager

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

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

Hiring Manager Training

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

Hiring Manager Packet

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

Onboarding Platform

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

Compensation Study

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

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

With regards,

Pat Trudgeon, City Manager

Paus / Trusque

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

Department Approval

City Manager Approval

Item Description:

Consider Ordinances amending Titles 8 and 10 of the City Code regarding

shoreland, wetland, stormwater, and sustainability regulations

BACKGROUND

The legislative history surrounding these amendments is as follows:

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

for sustainable development practices.

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

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

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

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- Proposed Chapter 804: Wetlands All upland within 100 feet of the delineated boundary of a wetland, and includes a maximum impervious coverage of 25%. A proposed addition to the Chapter is the inclusion of wetland buffer width averaging. With the proposed buffer averaging rule, a buffer must be on average 25 feet wide, but can be as narrow as 12.5 feet wide. This buffer averaging language is consistent with the local watershed district rules, who are the Local Government Units (LGUs) in charge of administering the Wetland Conservation Act (WCA) rules.
- Chapter 803.04: Grading, Erosion and Sedimentation Control; language was modified to include only the first ring properties (or up to 300 feet, whichever is greater) for water resources identified in our Shoreland Ordinance, instead of increasing the distance to 1,000 feet. The 300-foot distance from a water resource identified in this chapter is consistent with our current permitting rules. Increasing the distance to 1,000 feet from a water resource identified in our Shoreland Ordinance Chapter would affect 2,557 properties, and would require these properties to apply for a Grading, Erosion and Sedimentation Control permit when doing any modification to their property.
- o Include references to Title 8 within the Shoreland Overlay where appropriate
- Definitions staff reviewed the definitions in the Shoreland Overaly and Section 1001 to make sure there are not duplicates or conflicts
- Electric vehicle charging standards (Section 1019.04):
 - Clean up the references to EVCS and EVSE
 - o Revise Table 1019-2 regarding accessible parking space requirements
 - o Make sure fractional numbers require rounding up to one
- New & revised definitions (Section 1001.10):
 - No additional comments beyound ensuring there are not duplicates and/or conflicts between the definitions in the Shoreland Overlay and Section 1001
- Revised landscaping standards (Section 1011.03):
 - No changes needed

- Creation of sustainability incentives (new Section 1011.13):
 - Remove entirely concern about the stacking of incentives, reconsider at a different time, maybe as a pilot project

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

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

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

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

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POLICY OBJECTIVE

- Ensure compliance and consistency between the City's 2040 Comprehensive Plan and the City's
- Zoning Code.

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

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

143 STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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

Prepared by: Janice Gundlach, Community Development Director

Jesse Freihammer, Public Works Director

Attachments: A: Ordinance (amendments to Title 10)

B: Ordinance (amendments to Title 8)

C: Ordinance (summary publication)

D: 1/30/2023 CC meeting minutes

ORDINANCE NO.

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

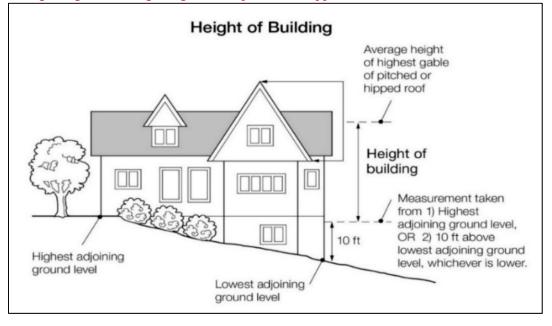
The City Council of the City of Roseville does ordain:

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

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

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

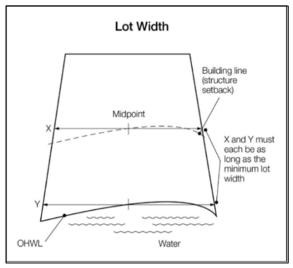
BUILDING HEIGHT: The vertical dimension measured from the average elevation of the approved grade at the front of the building to the highest point of the roof in the case of a flat roof, to the deck line of a mansard roof, and to the midpoint of the ridge of a gable, hip, or gambrel roof. (For purposes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



- 24 CHARGING LEVELS: standardized indicators of electrical force, or voltage, at which an electric
- vehicle's battery is recharged. The terms 1, 2, and DC are the most common charging levels, and include
- the following specifications:
- 1. Level 1 is considered slow charging with 120v outlets.
- 28 2. Level 2 is considered medium charging with 240v outlets, charging head and cord hard-wired to the circuit.
- 30 3. DC is considered fast or rapid charging. Voltage is greater than 240.
- 31 ELECTRIC <u>VEHICLE</u>: a vehicle that operates, either partially or exclusively, on electrical energy from
- 32 the electrical grid, or an off-grid source, that is stored on board for motive purposes. "Electric vehicle"
- 33 includes:
- 34 <u>1. Battery electric vehicle</u>
- 35 <u>2. Plug-in hybrid electric vehicle</u>
- 36 ELECTRIC VEHICLE CHARGING STATION (EVCS): a public or private parking space that is served
- 37 by battery charging station equipment that has as its primary purpose the transfer of electric energy (by
- 38 conductive or inductive means) to a battery or other energy storage device in an electric vehicle.
- 39 ELECTRIC VEHICLE CHARGING INFRASTRUCTURE: conduit/wiring, structures, machinery, and
- 40 equipment necessary and integral to support an electric vehicle, including battery charging stations and
- 41 <u>rapid charging stations.</u>
- 42 ELECTRIC VEHICLE PARKING SPACE: any marked parking space that identifies the use to be
- 43 <u>exclusively for the parking of an electric vehicle.</u>
- 44 <u>ELECTRIC VEHICLE SUPPLY EQUIPMENT (EVSE)</u>: any equipment or electrical component used in
- 45 <u>charging electric vehicles at a specific location. EVSE does not include equipment located on the electric</u>
- 46 <u>vehicles themselves.</u>
- 47 <u>ELECTRICAL CAPACITY shall mean, at minimum:</u>
- 48 <u>1. Panel capacity to accommodate a dedicated branch circuit and service capacity to install a</u>
 49 <u>208/240V outlet per charger;</u>
- 50 2. Conduit from an electric panel to future EVCS location(s).
- 51 LOT WIDTH: The horizontal distance between the side lines of a lot measured at right angles to its depth-
- 52 along a straight line parallel to the front lot line at the minimum required structure setback line. The
- minimum distance between:
- 1. Side lot lines measured at the midpoint of the building line; and

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



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

PLUG IN HYBRID ELECTRIC VEHICLE: an electric vehicle that:

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

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

STRUCTURE: A structure is anything constructed or erected, including paved surfaces, the use of which requires more or less permanent location on the ground, or attached to something having permanent location on the ground, and in the case of floodplain areas, in the stream bed or lake bed. A structure is anything constructed or erected, including paved surfaces, the use of which requires more or less permanent location on the ground, or attached to something having permanent location on the ground, and

in the case of floodplain areas, in the stream bed or lake bed. Structures include, but are not limited to,

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

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

- Regulations in Chapter 1017 pertaining to wetland and storm water management will be incorporated into
- 92 City Code Title 8 under a companion ordinance.
- 93 §1004.09.C.2
- Within this improvement area limit, impervious surfaces shall be limited to 25% of the parcel area for
- 95 parcels within a Shoreland or Wetland Management Overlay District, or within the Stormwater
- 96 <u>Management or Wetland Protection Overlay Districts regulated in Title 8 of this Code</u>, to mitigate surface
- 97 water impacts caused by excess storm water runoff. This impervious surface limit may be exceeded,
- 98 within the allowed improvement area and in compliance with pertinent regulations in Chapter 1017 of this
- Title, by receiving approval(s) from the City Engineer to mitigate excess storm water runoff, generated by
- additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site-
- 101 conditions.
- 102 §1004.10.C
- Improvement Area: Improvement area, including paved surfaces, the footprints of principal and accessory
- buildings, and other structures like decks, pergolas, pools, etc, shall be limited to 60% of the parcel area.
- The purpose of this overall improvement area for rather liberal construction on a residential property
- while preventing over-building; for parcels within a Shoreland or Wetland Management District, paved
- 107 surfaces and building footprints shall be further limited to 25% of the parcel area.
- 108 §1004.10.C.2
- Within this improvement area limit, impervious surfaces shall be limited to 25% of the parcel area for
- 110 parcels within a Shoreland or Wetland Management Overlay District, or within the Stormwater
- Management or Wetland Protection Overlay Districts regulated in Title 8 of this Code, to mitigate surface
- water impacts caused by excess storm water runoff. This impervious surface limit may be exceeded.
- within the allowed improvement area and in compliance with pertinent regulations in Chapter 1017 of this
- 114 Title, by receiving approval(s) from the City Engineer to mitigate excess storm water runoff, generated by
- additional hard surfaces, through technical analysis of building materials, soils, slopes, and other site-
- 116 conditions.
- 117 Chapter 1012 Overlay Districts
- 118 Section:
- 119 1012.03: Shoreland Overlay District

1012.03: SHORELAND OVERLAY DISTRICT

A. Statutory Authorization and Policy

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

B. General Provisions and Definitions

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

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

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

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

Figure 1012-1: Illustration of Bluff

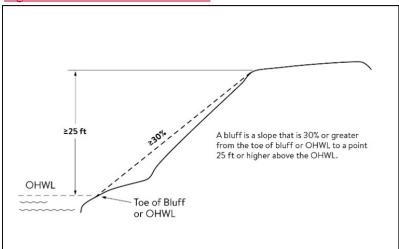
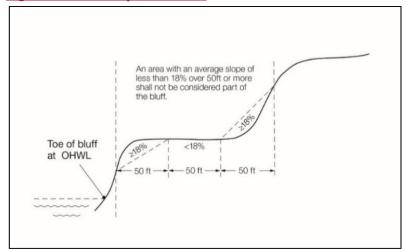


Figure 1012-2: Exception to Bluff



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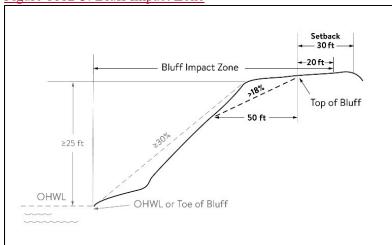
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BLUFF IMPACT ZONE: A bluff and land located within 30 feet of the top of a bluff. See Figure 1012-3.

Figure 1012-3: Bluff Impact Zone



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

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

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

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

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

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

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

COMMISSIONER: The commissioner of the Department of Natural Resources.

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

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

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

200	INTENSIVE VEGETATION CLEARING: The complete removal of trees or shrubs in a
201	contiguous patch, strip, row, or block.
202	NONCONFORMITY: Any legal use, structure or parcel of land already in existence, recorded, or
203	authorized before the adoption of official controls or amendments to those controls that would not
204	have been permitted to become established under the terms of the official controls as now written.
205	PLANNED UNIT DEVELOPMENT: A type of development characterized by a unified site
206	design for a number of dwelling units or dwelling sites on a parcel, whether for sale, rent, or
207	lease, and also usually involving clustering of these units or sites to provide areas of common
208	open space, density increases, and a mix of structure types and land uses. These developments
209	may be organized and operated as condominiums, time-share condominiums, cooperatives, full
210	fee ownership, commercial enterprises, or any combination of these, or cluster subdivisions of
211	dwelling units, residential condominiums, townhouses, apartment buildings, dwelling grounds,
212	resorts, hotels, motels, and conversions of structures and land uses to these uses.
213	PUBLIC WATERS: Any water as defined in Minnesota Statutes, Section 103G.005, Subd. 15,
214	<u>15a.</u>
215	RESIDENTIAL PLANNED UNIT DEVELOPMENT: A use where the nature of residency is
216	nontransient and the major or primary focus of the development is not service-oriented. For
217	example, residential apartments, manufactured home parks, time-share condominiums,
218	townhouses, cooperatives, and full fee ownership residences would be considered as residential
219	planned unit developments. To qualify as a residential planned unit development, a development
220	must contain at least five dwelling units or sites.
221	SEMIPUBLIC USE: The use of land by a private, nonprofit organization to provide a public
222	service that is ordinarily open to some persons outside the regular constituency of the
223	organization.
224	SEWER SYSTEM: Pipelines or conduits, pumping stations, and force main, and all other
225	construction, devices, appliances, or appurtenances used for conducting sewage or industrial
226	waste or other wastes to a point of ultimate disposal.

227 <u>SHORE IMPACT ZONE: Land located between the ordinary high water level of a public water</u> 228 and a line parallel to it at a setback of 50 percent of the structure setback (see Figure 1012-4).

Figure 1012-4: Shore Impact Zone

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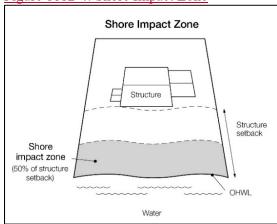
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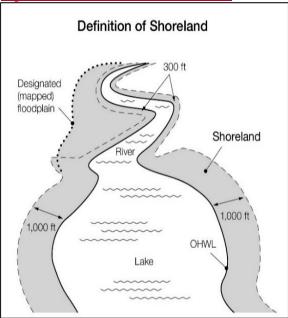
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SHORELAND: "Shoreland" means land located within the following distances from public waters:

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

Figure 1012-5: Definition of Shoreland



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

240		SIGNIFICANT HISTORIC SITE: Any archaeological site, standing structure, or other property
241		that meets the criteria for eligibility to the National Register of Historic Places or is listed in the
242		State Register of Historic Sites, or is determined to be an unplatted cemetery that falls under the
243		provisions of Minnesota Statutes, Section 307.08. A historic site meets these criteria if it is
244		presently listed on either register or if it is determined to meet the qualifications for listing after
245		review by the Minnesota state archaeologist or the director of the Minnesota Historical Society.
246		All unplatted cemeteries are automatically considered to be significant historic sites.
247		STEEP SLOPE: Lands having average slopes over 12 percent, as measured over horizontal
248		distances of 50 feet or more, which are not bluffs.
249		SUBDIVISION: Land that is divided for the purpose of sale, rent, or lease, including planned unit
250		developments.
251		SUITABILITY ANALYSIS: An evaluation of land to determine if it is appropriate for the
252		proposed use. The analysis considers factors relevant to the proposed use and may include the
253		following features: susceptibility to flooding; existence of wetlands; soils, erosion potential; slope
254		steepness; water supply, sewage treatment capabilities; water depth, depth to groundwater and
255		bedrock, vegetation, near-shore aquatic conditions unsuitable for water-based recreation; fish and
256		wildlife habitat; presence of significant historic sites; or any other relevant feature of the natural
257		land.
258		VARIANCE: "Variance" means the same as that defined in Minnesota Statutes, Section 462.357
259		<u>Subd. 6 (2).</u>
260		WATER-DEPENDENT USE: The use of land for commercial, industrial, public or semi-public
261		purposes, where access to and use of a public water is an integral part of the normal conduct of
262		operation. Marinas, resorts, and restaurants with transient docking facilities are examples of
263		commercial uses typically found in shoreland areas.
264		WATER-ORIENTED ACCESSORY STRUCTURE OR FACILITY: A small, above ground
265		building or other improvement, except stairways, fences, docks, and retaining walls, which,
266		because of the relationship of its use to surface water, reasonably needs to be located closer to
267		public waters than the normal structure setback. Examples of such structures and facilities
268		include, watercraft and watercraft equipment storage structures, gazebos, screen houses, fish
269		houses, pump houses, saunas, patios, and detached decks. Boathouses and boat storage structures
270		given the meaning under Minnesota Statutes, Section 103G.245 are not a water-oriented
271		accessory structures
272		WETLAND: "Wetland" has the meaning given under Minnesota Rule, part 8420.0111.
273	C. Ad	<u>Iministration</u>
274	<u>1.</u>	Purpose: The purpose of this Section is to identify administrative provisions to ensure the
275		ordinance is administered consistent with its purpose.
276	<u>2.</u>	<u>Permits</u>
277		a. A permit is required for the construction of buildings or building additions (including
278		construction of decks and signs) and those grading and filling activities not exempted by
279		Section 1012.03.H.3 of this ordinance.

280 281 282		b. A certificate of compliance, consistent with Minnesota Rules Chapter 7082.0700 Subp. 3, is required whenever a permit or variance of any type is required for any improvement on or use of the property.
283 284 285 286	3.	Application Materials: Application for permits and other zoning applications such as variances shall be made to the Community Development Department on the forms provided. The application shall include the necessary information so that the Community Development Director can evaluate how the application complies with the provisions of this ordinance.
287 288	<u>4.</u>	Variances: Variances may only be granted in accordance with Minnesota Statutes, Section 462.357 and are subject to the following:
289		a. A variance may not circumvent the general purposes and intent of this ordinance; and
290 291 292		b. Variances that allow a structure to be located within the ordinary high water level setback or that allow more impervious surface coverage than the standard shall include the following minimum conditions:
293 294 295		i. The greater of 20 feet or 20% of contiguous shoreline to a depth of 10 feet shall be restored with trees, shrubs, and low ground covers consisting of native plants which are consistent with the natural cover of the shoreline.
296 297		ii. A planting plan which is acceptable to City Staff shall be submitted that demonstrates how the restoration will occur.
298 299 300		iii. Either a conservation easement for the restored area shall be established and recorded, or signage following City policies shall be installed and maintained around the restoration area.
301 302	<u>5.</u>	Conditional Uses: All conditional uses in the shoreland area are subject to a thorough evaluation of the waterbody and the topographic, vegetation, and soil conditions to ensure:
303 304		a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;
305		b. The visibility of structures and other facilities as viewed from public waters is limited;
306		c. There is adequate water supply and on-site sewage treatment; and
307 308		d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercrafts.
309	<u>6.</u>	Mitigation
310 311 312 313		a. In evaluating all variances, conditional uses, zoning and building permit applications, the zoning authority shall require the property owner to address the following conditions, when related to and proportional to the impact, to meet the purpose of this ordinance, to protect adjacent properties, and the public interest:
314		i. Advanced storm water runoff management treatment;
315		ii. Reducing impervious surfaces;
316		iii. Increasing setbacks from the ordinary high water level;

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

356	e. Any request to reduce the boundaries of shorelands of public waters within City of Roseville		
357	must be sent to the commissioner or the commissioner's designated representative for		
358	approval and must include a resolution and supporting data The boundaries of shorelands may		
359	be reduced when the shoreland of water bodies with different classifications overlap. In these		
360	cases, the topographic divide between the water bodies shall be used for adjusting the		
361	boundaries.		
362	9. Mandatory EAW: An Environmental Assessment Worksheet consistent with Minnesota Rules,		
363	Chapter 4410 must be prepared for projects meeting the thresholds of Minnesota Rules, part		
364	4410.4300, Subparts 19a, 20a, 25, 27, 28, 29, and 36a.		
365	10. Planned Unit Development: A planned unit development (PUD) may be permitted within the		
366	Shoreland Overlay District as long as it follows the requirements of Chapter 1024 Planned Unit		
367	Developments and Section 1012.03.J below.		
368	D. Shoreland Classification System and Land Uses		
369	1. Shoreland Classification System		
370	a. Purpose. To ensure that shoreland development on the public waters of the City of Roseville		
371	is regulated consistent with the classifications assigned by the commissioner under Minnesota		
372	Rules, part 6120.3300.		
373	b. Lakes are classified as follows:		
374	i. State designated general development (GD) lakes:		
374			
	<u>Lake Name</u> <u>DNR Public Waters I.D. #</u>		
	<u>Little Johanna</u> 62005800 or 62-58P		
	<u>Lake Josephine</u> 62005700 or 62-57P		
	<u>Lake Owasso</u> 62005600 or 62-56P		
	<u>McCarron Lake</u> 62005400 or 62-54P		
375	ii. State designated natural environment (NE) lakes:		
	<u>Lake Name</u> <u>DNR Public Waters I.D. #</u>		
	Bennett Lake 62004800 or 62-48W		
	<u>Langton Lake</u> 62004900 or 62-49W		
376	iii. City designated general development (GD) lakes:		
	Lake Name		

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

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

379	E. Sp	ecial Land Use Provisions
380	<u>1.</u>	Commercial, Industrial, Public, and Semipublic Use Standards
381		a. Water-dependent uses may be located on parcels or lots with frontage on public waters
382		provided that:
383		i. The use complies with provisions of Section 1012.03.G;
384		ii. The use is designed to incorporate topographic and vegetative screening of parking areas
385		and structures;
386		iii. Uses that require short-term watercraft mooring for patrons must centralize these
387		facilities and design them to avoid obstructions of navigation and to be the minimum size
388		necessary to meet the need; and
389		iv. Uses that depend on patrons arriving by watercraft may use signs and lighting, provided
390		that:
391		A. Signs placed in or on public waters must only convey directional information or
392		safety messages and may only be placed by a public authority or under a permit
393		issued by the county sheriff; and
394		B. Signs placed within the shore impact zone are:
395		a. No higher than ten feet above the ground, and no greater than 32 square feet in
396		size; and
397		b. If illuminated by artificial lights, the lights must be shielded or directed to
398		prevent illumination across public waters; and
399		C. Other lighting may be located within the shore impact zone or over public waters if it
400		is used to illuminate potential safety hazards and is shielded or otherwise directed to
401		prevent direct illumination across public waters. This does not preclude use of
402		navigational lights.
403	<u>2.</u>	Commercial, industrial, public, and semi-public uses that are not water-dependent must be located
404		on lots or parcels without public waters frontage, or, if located on lots or parcels with public
405		waters frontage, must either be set back double the ordinary high water level setback or be
406		substantially screened from view from the water by vegetation or topography, assuming summer,
407		<u>leaf-on conditions.</u>
408	F. Di	mensional and General Performance Standards
409	<u>1.</u>	Purpose: To establish dimensional and performance standards that protect shoreland resources
410		from impacts of development.
411	<u>2.</u>	Lot Area and Width Standards: After the effective date of this ordinance, all new lots must meet
412		the minimum lot area and lot width requirements in subsection d below, subject to the following
413		standards:
414		a. Only lands above the ordinary high water level can be used to meet lot area and width
415		standards;

416	b. Lot width	standards mus	st be met at both	the ordinary high v	water level and at	the building line
417	c. Residential subdivisions of one-family housing (lot) types that have dwelling unit densities					
418	exceeding those in subsection d below are allowed only if designed and approved as					
419	residential PUDs under Section 1012.03.J of this ordinance; and					
420	d. Minimum	Lot Area and	Width Standards	for One-Family to	o Four-Family Ho	ousing (Lot
421	Type).					
422	<u>i. Ripar</u>	rian Lot				
	Housing (I	ot) Type	General Devel		Natural Enviro	
			Lot Area (sf)	Lot Width (ft)	Lot Area (sf)	Lot Width (ft)
	One-Family		15,000	<u>85</u>	40,000	125
	Two-Famil		<u>26,000</u>	<u>135</u>	<u>70,000</u>	<u>225</u>
		ily (Triplex)	<u>38,000</u>	<u>195</u>	<u>100,000</u>	<u>325</u>
	Four-Famil	y (Quad)	<u>49,000</u>	<u>255</u>	<u>130,000</u>	<u>425</u>
423	ii. Non-	Riparian Lot. 7	<u> The lot area and l</u>	ot width shall mee	t the standards se	t forth in the
424	under	lying zoning d	listrict.			
425	3. Impervious S	urface Coverag	ge: Lot developm	ent shall meet the	impervious surfa	ce requirements
426	of the underly	ing zoning dis	trict and the stor	mwater manageme	nt requirements of	of Title 8 of this
427	Code.					
428	4. Special Resid	ential Lot Prov	visions:			
429	a. Developn	nent of attache	d, courtyard cotta	age, and multifami	ly housing shall 1	neet the
430	following	standards:				
431	i. The le	ot area and lot	width shall meet	the standards of the	ne underlying zon	ing district.
432	<u>ii. 70% (</u>	of the shore im	npact zone must b	e permanently pro	tected. If that zon	ne does not meet
433	<u>a ripa</u>	rian buffer star	ndards then resto	ration is required.		
434	iii. Shore	recreation fac	eilities:			
435	<u>A.</u> N	ust be central	ized and located	in areas suitable fo	or them based on a	a suitability
436	<u>aı</u>	<u>nalysis.</u>				
437	<u>B.</u> D	ocking, moori	ng, or over-water	storage of more th	han six (6) water	craft on the
438	<u>C</u> (entralized facil	lity for the develo	pment will only b	e allowed if the v	vidth of the
439	development is greater than the minimum lot width for a riparian single-family					
440	residential lot on the respective lake type. For each watercraft greater than six, the					
441				e increased consis		
		Ratio of lake	size to	Required percent	<u>t</u>	
		shore length	(acres/mile)	<u>increase in fronta</u>	<u>ige</u>	
		Less than 100		<u>25%</u>		
		100 - 200		<u>20%</u>		
		201 - 300		<u>15%</u>		
		301 - 400		10%		
		Greater than 4	<u>100</u>	<u>5%</u>		

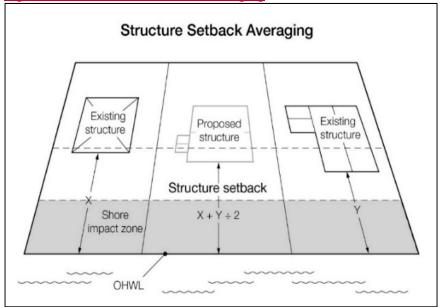
442	C. Launching ramp facilities, including a small dock for loading and unloading
443	equipment, may be provided for use by occupants of dwelling units.
444	D. A legal instrument must be developed that:
445	a. Specifies which tenants and/or lot owners have authority to use the facilities;
446	b. Identifies what activities are allowed. The activities may include watercraft
447	launching, loading, storage, beaching, mooring, docking, swimming, sunbathing,
448	or picnicking;
449	c. Limits the total number of vehicles allowed to be parked in any parking area
450	specifically dedicated to the centralized facilities and the total number of
451	watercraft allowed to be continuously moored, docked, or stored over water;
452	d. Requires centralization of all common facilities and activities in the most suitable
453	locations on the lot to minimize topographic and vegetation alterations; and
454	e. Requires all parking areas, storage buildings, and other facilities to be screened
455	by vegetation or topography as much as practical from view from the public
456	water, assuming summer, leaf-on conditions.
457	E. Accessory structures and facilities, except water oriented accessory structures, must
458	meet the required structure setback and must be centralized.
459	F. Water-oriented accessory structures and facilities may be allowed if they meet or
460 461	exceed design standards contained in Section 1012.03.G.3 of this ordinance and are centralized.
462	b. Subdivisions of two-family (duplexes), three-family (triplexes), and four-family (quads) are
463	conditional uses on Natural Environment Lakes and must also meet the following standards:
464	i. Each building must be set back at least 200 feet from the ordinary high water level;
465	ii. Watercraft docking facilities for each lot must be centralized in one location and serve all
466	dwelling units in the building; and
467	iii. No more than 25 percent of a lake's shoreline can be in duplex, triplex, or quad
468	developments.
469	c. An accessory dwelling unit may be allowed as long as the standards of Section 1011.12.B.1
470	and i and ii below are met:
471	i. The minimum lot size for a detached ADU must meet the two-family (duplex) standard
472	for the lake type.
473	ii. A detached ADU must be located or designed to reduce its visibility as viewed from
474	public waters and adjacent shorelands by vegetation, topography, increased setbacks or
475	color, assuming summer leaf- on conditions.
476	d. Controlled access lots are permissible if created as part of a subdivision and in compliance
477	with the following standards:

478		i. The lot must meet the area and width requirements for residential lots, and be suitable for		
479		the intended uses of controlled access lots as provided in subsection iv below;		
480		ii. If docking, mooring, or over-water storage of more than six (6) watercraft is to be		
481		allowed at a controlled access lot, then the width of the lot (keeping the same lot depth)		
482		must be increased by a percentage of the requirements for riparian residential lots for		
483		each watercraft beyond six, consistent with the following table:		
		Ratio of lake size to Required percent		
		shore length (acres/mile) increase in frontage		
		<u>Less than 100</u> <u>25%</u>		
		<u>100 – 200</u> <u>20%</u>		
		<u>201 – 300</u> <u>15%</u>		
		<u>301 – 400</u> <u>10%</u>		
		Greater than 400 5%		
484		iii. The lot must be jointly owned by all purchasers of lots in the subdivision or by all		
485		purchasers of non-riparian lots in the subdivision who are provided riparian access rights		
486		on the access lot; and		
487		iv. Covenants or other equally effective legal instruments must be developed that:		
488		A. Specify which lot owners have authority to use the access lot;		
489		B. Identify what activities are allowed. The activities may include watercraft launching,		
490		loading, storage, beaching, mooring, docking, swimming, sunbathing, or picnicking;		
491	C. Limit the total number of vehicles allowed to be parked and the total number of			
492		watercraft allowed to be continuously moored, docked, or stored over water;		
493		D. Require centralization of all common facilities and activities in the most suitable		
494		locations on the lot to minimize topographic and vegetation alterations; and		
495		E. Require all parking areas, storage buildings, and other facilities to be screened by		
496		vegetation or topography as much as practical from view from the public water,		
497		assuming summer, leaf-on conditions.		
498	<u>5. F</u>	Placement, Height, and Design of Structures		
499	<u>a</u>	. OHWL Setback for Structures. When more than one setback applies to a site, structures and		
500		facilities must be located to meet all setbacks, and comply with the following OHWL setback		
501		provisions.		
502		i. General Development Lake – 50 feet		
503		ii. Natural Environment Lake – 150 feet		
504		iii. OHWL Setbacks. Structures and impervious surfaces must meet setbacks from the		
505		Ordinary High Water Level (OHWL), except that one water-oriented accessory structure		
506		or facility, designed in accordance with Section 1012.03.G.3 of this ordinance, may be set		
507		back a minimum distance of ten (10) feet from the OHWL.		
508		iv. Setback averaging. Where structures exist on the adjoining lots on both sides of a		
500		proposed building site structure setbacks may be altered without a variance to conform to		

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

Figure 1012-6: Structure Setback Averaging



- 513 514
- 515516
- 517
- 518519
- 520 521
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- v. Setbacks of decks: Deck additions may be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria are met.
 - A. The structure existed on the date the structure setbacks were established;
 - B. A thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure;
 - C. The deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or is no closer than 30 feet from the OHWL, whichever is more restrictive; and
 - D. The deck is constructed primarily of wood or composite materials having the appearance of wood, and is not roofed or screened (see Figure 1012-7).

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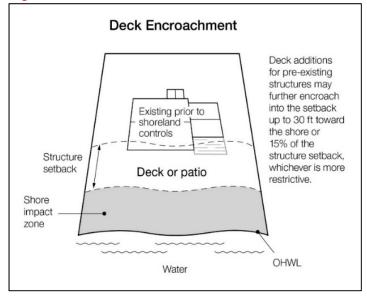
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Figure 1012-7: Deck Encroachment

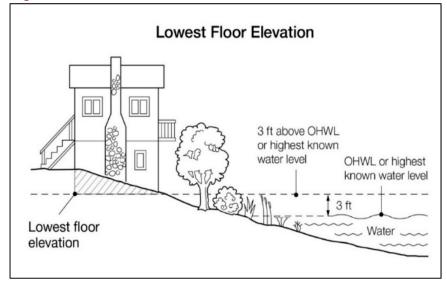


- vi. Additional structure setbacks: Structures must also meet the following setbacks, regardless of the waterbody classification.
 - A. 30 feet from the top of the bluff
 - B. 50 feet from an unplatted cemetery
- <u>vii.</u> Bluff Impact Zones: Structures, impervious surfaces, and accessory facilities, except stairways and landings, must not be placed within bluff impact zones.
- b. Height of Structures: All structures must meet the height limitations of the underlying zoning district.

c. Lowest Floor Elevation

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

Figure 1012.8: Lowest Floor Elevation



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ii. Methods for Placement

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ii. Methods for Placemen

- A. In addition to the lowest floor, all service utilities must be elevated or water-tight to the elevation determined in subsection i above.
- B. If elevation methods involving fill would result in filling in the shore impact zone, then structures must instead be elevated through floodproofing methods in accordance with subsection C below;
- C. If the structure is floodproofed, then it must be built to resist hydrostatic pressure through elevation methods such as blocks, pilings, filled stem walls, elevated concrete pad, internally flooded enclosed areas, or through other accepted engineering practices consistent with FEMA technical bulletins 1, 2 and 3.
- d. Significant Historic Sites: No structure may be placed on a significant historic site in a manner that affects the values of the site unless adequate information about the site has been removed and documented in a public repository.

6. Water Supply and Sewage Treatment

- a. Water supply. Any public or private supply of water for domestic purposes must meet or exceed standards for water quality of the Minnesota Department of Health and the Minnesota Pollution Control Agency.
- Sewage treatment. Any premises used for human occupancy must be connected to a publiclyowned sewer system, where available or comply with Minnesota Rules, Chapters 7080 – 7081.

G. Performance Standards for Public and Private Facilities

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

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

605 606		he setback of the structure or facility from the ordinary high water level must be at least ten
607 608		he structure is not a boathouse or boat storage structure as defined under Minnesota Statutes, ection 103G.245;
609 610 611	ac	he structure or facility must be treated to reduce visibility as viewed from public waters and djacent shorelands by vegetation, topography, increased setbacks or color, assuming ammer, leaf-on conditions;
612 613		he roof may be used as an open-air deck with safety rails, but must not be enclosed with a pof or sidewalls or used as a storage area;
614 615		he structure or facility must not be designed or used for human habitation and must not ontain water supply or sewage treatment facilities;
616 617 618 619	<u>01</u>	s an alternative for general development and recreational development waterbodies, water- riented accessory structures used solely for storage of watercraft and boating-related quipment may occupy an area up to 400 square feet provided the maximum width of the rructure is 20 feet as measured parallel to the shoreline; and
620 621 622 623 624	el in m	Vater-oriented accessory structures may have the lowest floor placed lower than the levation specified in Section 1012.03.F.5.c.i if the structure is designed to accommodate atternal flooding, constructed of flood- resistant materials to the elevation, electrical and nechanical equipment is placed above the elevation and, if long duration flooding is naticipated, the structure is built to withstand ice action and wind-driven waves and debris.
625 <u>H. Ve</u>	<u>egetatio</u>	n and Land Alterations
626 <u>1.</u> 627 628	water	se: Alterations of vegetation and topography are regulated to prevent erosion into public s, fix nutrients, preserve shoreland aesthetics, preserve historic values, prevent bank bing, sustain water quality, and protect fish and wildlife habitat.
629 <u>2.</u>	Veget	tation Management
630 631		emoval or alteration of vegetation must comply with the provisions of this subsection except or:
632 633	<u>i.</u>	Vegetation alteration necessary for the construction of structures and sewage treatment systems under validly issued permits for these facilities; and
634 635	<u>ii</u>	. The construction of public roads and parking areas if consistent with Section 1012.03.G.1 of this ordinance.
636 637		ntensive vegetation clearing in the shore and bluff impact zones and on steep slopes is rohibited.
638 639 640 641 642	<u>st</u> <u>ac</u> <u>w</u>	imited clearing and trimming of trees and shrubs in the shore and bluff impact zones and on teep slopes is allowed to provide a view to the water from the principal dwelling and to eccommodate the placement of stairways and landings, picnic areas, access paths, beach and ratercraft access areas, and permitted water-oriented accessory structures or facilities, rovided that:

643 644	<u>i.</u>	The screening of structures, vehicles, or other facilities as viewed from the water, assuming summer, leaf-on conditions, is not substantially reduced;
645	<u>ii</u>	Existing shading of water surfaces along rivers is preserved;
646	<u>ii</u>	i. Cutting debris or slash shall be scattered and not mounded on the ground; and
647	iv	7. Perennial ground cover is retained.
648	\mathbf{v}	Picnic areas, access paths, livestock watering areas, beaches and watercraft access areas
649		are prohibited in bluff impact zones.
650 651		emoval of trees, limbs, or branches that are dead, diseased, dying, or pose safety hazards is lowed without a permit.
652 653		ertilizer and pesticide runoff into surface waters must be minimized through use of egetation, topography or both.
654 <u>3</u>	. Gradi	ng and Filling
655 656 657	th	rading and filling activities must comply with the provisions of this subsection except for the construction of public roads and parking areas if consistent with Section 1012.03.G.1 of this ordinance.
658	<u>b.</u> P	ermit Requirements
659 660 661 662	<u>i.</u>	Grading, filling and excavations necessary for the construction of structures, and driveways, if part of an approved permit, do not require a separate grading and filling permit. However, the standards in Section 1017.08.B.3 of this ordinance must be incorporated into the permit.
663 664	<u>ii</u>	For all other work, including driveways not part of another permit, a grading and filling permit is required for:
665 666		A. The movement of more than 10 cubic yards of material on steep slopes or within shore or bluff impact zones; and
667 668		B. The movement of more than 50 cubic yards of material outside of steep slopes and shore and bluff impact zones.
669	c. G	rading, filling and excavation activities must meet the following standards:
670	<u>i.</u>	Grading or filling of any wetland must meet or exceed the wetland protection standards
671		under Minnesota Rules, Chapter 8420 and any other permits, reviews, or approvals by
672 673		other local state, or federal agencies such as watershed districts, the DNR or US Army Corps of Engineers;
	::	
674 675	<u>11</u>	Land alterations must be designed and implemented to minimize the amount of erosion and sediment from entering surface waters during and after construction consistently by:
676		A. Limiting the amount and time of bare ground exposure;
677		B. Using temporary ground covers such as mulches or similar materials;
678		C. Establishing permanent, deep-rooted and dense vegetation cover as soon as possible;

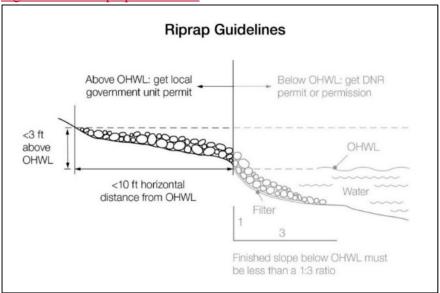
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- D. Using sediment traps, vegetated buffer strips or other appropriate techniques;
- E. Stabilizing altered areas to acceptable erosion control standards consistent with the field office technical guides of the soil and water conservation district;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

Figure 1012-9: Riprap Guidelines



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

I. Subdivision/Platting Provisions

- 1. Purpose: To ensure that new development minimizes impacts to shoreland resources and is safe and functional.
- 2. Land suitability: Each lot created through subdivision, including planned unit developments authorized under Section 1012.03.J of this ordinance, must be suitable in its natural state for the proposed use with minimal alteration A suitability analysis must be conducted for each proposed subdivision, including planned unit developments, to determine if the subdivision is suitable in its natural state for the proposed use with minimal alteration and whether any feature of the land is likely to be harmful to the health, safety, or welfare of future residents of the proposed subdivision or of the community.
- 712 3. Consistency with other controls: Subdivisions and each lot in a subdivision shall meet all official
 713 controls so that a variance is not needed later to use the lots for their intended purpose.
 - 4. Dedications: When a land or easement dedication is a condition of subdivision approval, the approval must provide easements over natural drainage or ponding areas for management of stormwater and significant wetlands.
 - 5. Platting: All subdivisions that cumulatively create five or more lots or parcels that are 2-1/2 acres or less in size shall be processed as a plat in accordance with Minnesota Statutes, Chapters 462.358 Subd. 3a (cities) and 505. No permit for construction of buildings or sewage treatment systems shall be issued for lots created after the adoption of this ordinance unless the lot was previously approved as part of a formal subdivision.
 - 6. Controlled Access Lots: Controlled access lots within a subdivision must meet or exceed the lot size criteria in Section 1012.03.F.2.d of this ordinance.
- 724 J. Planned Unit Developments (PUDs)
 - 1. Purpose: To protect and enhance the natural and scenic qualities of shoreland areas during and after development and redevelopment of high density residential and commercial uses.
 - 2. Types of PUDs Permissible: Planned unit developments (PUDs) are allowed for new projects on undeveloped land, redevelopment of previously built sites, or conversions of existing buildings and land. Deviation from the minimum lot size standards of Section 1012.03.F.2.d of this ordinance is allowed if the standards in this Section are met.
 - 3. Processing of PUDs: Planned unit developments must be created through rezoning to an overlay district. The Planned unit development shall comply with the provisions of this section in addition to the standards set forth in Chapter 1023 Planned Unit Developments.
 - 4. Application for a PUD: In addition to the application materials required by Chapter 1023 Planned

 Unit Developments, the applicant for a PUD must submit the following documents prior to final
 action on the application request:
 - a. A property owner's association agreement (for residential PUDs) which includes mandatory membership, and which is consistent with Section 1012.03.J.6 of this ordinance.

- b. Deed restrictions, covenants, permanent easements or other instruments that ensure the longterm preservation and maintenance of open space in accordance with the criteria and analysis
 specified in subsection 6 below.
 - 5. Density Determination. Proposed new or expansions to existing planned unit developments must be evaluated using the following procedures.
 - a. Step 1: Identify Density Analysis Tiers. Divide the project parcel into tiers by drawing oe or more lines parallel to the ordinary high water level at the following intervals, proceeding landward:

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

- Step 2: Calculate Suitable Area for Development. Calculate the suitable area within each tier
 by excluding all wetlands, bluffs, or land below the ordinary high water level of public waters.
- c. Step 3: Determine Base Density. For residential PUDs, divide the suitable area within each tier by the minimum single residential lot area for lakes to determine the allowable number of dwelling units, or base density, for each tier.

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

- d. Step 4: Determine if the Site can Accommodate Increased Density:
 - i. The following increases to the dwelling unit or dwelling site base densities determined in Step 3 above are allowed if the design criteria in Section 1012.03.J.6 of this ordinance are satisfied as well as the standards in subsection ii below:

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	Shoreland Tier	Maximum density increase within each tier (percent)			
	1 st	50			
	2 nd	100			
	<u>3rd</u>	<u>200</u>			
	<u>4th</u>	<u>200</u>			
	<u>5th</u>	<u>200</u>			
<u>ii.</u>	Structure setbacks	from the ordinary high water lev	<u>vel:</u>		
	A. Are increased t	o at least 50 percent greater than	n the minimum setback; or		
	B. The impact on	the waterbody is reduced an equ	uivalent amount through vegetative		
	management, to	opography, or additional accepta	able means and the setback is at least		
	25 percent grea	ter than the minimum setback.			
6. Design	Criteria: All PUDs	must meet the following design	criteria.		
a. Gei	a. General Design Standards				
i. All residential planned unit developments must contain at least five dwelling units or sites.					
<u>ii.</u>	ii. Dwelling units or dwelling sites must be clustered into one or more groups and located on suitable areas of the development.				
<u>iii.</u>	iii. Dwelling units or dwelling sites must be designed and located to meet the dimensional standards in Section 1012.03.F:				
iv.	Shore recreation fa	<u>cilities:</u>			
	A. Must be centra	lized and located in areas suitab	le for them based on a suitability		

- sed on a suitability analysis.
- B. The number of spaces provided for continuous beaching, mooring, or docking of watercraft must not exceed one for each allowable dwelling unit or site in the first tier.
- C. Launching ramp facilities, including a small dock for loading and unloading equipment, may be provided for use by occupants of dwelling units or sites located in other tiers.
- v. Structures, parking areas, and other facilities must be treated to reduce visibility as viewed from public waters and adjacent shorelands by vegetation, topography, increased setbacks, color, or other means acceptable to the local unit of government, assuming summer, leaf-on conditions. Vegetative and topographic screening must be preserved, if existing, or may be required to be provided.
- vi. Accessory structures and facilities, except water oriented accessory structures, must meet the required structure setback and must be centralized.
- vii. Water-oriented accessory structures and facilities may be allowed if they meet or exceed design standards contained in Section 1012.03.G.3 of this ordinance and are centralized.

788	b. Open Space Requirements: Open space must constitute at least 50 percent of the total project
789	area and must include:
790	i. Areas with physical characteristics unsuitable for development in their natural state;
791	ii. Areas containing significant historic sites or unplatted cemeteries;
792	iii. Portions of the shore impact zone preserved in its natural or existing state as follows:
793	A. For existing residential PUDs, at least 50 percent of the shore impact zone
794	B. For new residential PUDs, at least 70 percent of the shore impact zone.
795	iv. Open space may include:
796 797	A. Outdoor recreational facilities for use by owners of dwelling units or sites, by guests staying in commercial dwelling units or sites, and by the general public;
798	B. Non-public water wetlands.
799	v. Open space shall not include:
800	A. Dwelling sites;
801	B. Dwelling units or structures, except water oriented accessory structures or facilities;
802	C. Road rights-of-way or land covered by road surfaces and parking areas;
803	D. Land below the OHWL of public waters; and
804	E. Commercial facilities or uses.
805	c. Open Space Maintenance and Administration Requirements
806	i. Open space preservation: The appearance of open space areas, including topography,
807	vegetation, and allowable uses, must be preserved and maintained by use of deed
808 809	restrictions, covenants, permanent easements, public dedication, or other equally effective and permanent means. The instruments must prohibit:
810	A. Commercial uses (for residential PUDs);
811	B. Vegetation and topographic alterations other than routine maintenance;
812	C. Construction of additional buildings or storage of vehicles and other materials; and
813	D. Uncontrolled beaching of watercraft.
814	ii. Development organization and functioning: Unless an equally effective alternative
815	community framework is established, all residential planned unit developments must use
816	an owners association with the following features:
817 818	A. Membership must be mandatory for each dwelling unit or dwelling site owner and any successive owner;
819	B. Each member must pay a pro rata share of the association's expenses, and unpaid
820	assessments can become liens on units or dwelling sites;
821	C. Assessments must be adjustable to accommodate changing conditions; and

822 823	D. The association must be responsible for insurance, taxes, and maintenance of all commonly owned property and facilities.
824	d. Erosion Control and Stormwater Management
825 826 827 828	 Erosion control plans must be developed and must be consistent with the provisions of Section 1012.03.H.3 of this ordinance. Erosion control plans approved by a soil and water conservation district may be required if project size and site physical characteristics warrant.
829 830	ii. Stormwater management facilities must be designed and constructed to manage expected quantities and qualities of stormwater runoff.
831	Chapter 1017 Shoreland, Wetland and Storm Water Management [REPEALED]
832 833 834 835	Section 3. Environmental Regulations. After Planning Commission and City Council consideration of Phase 2 of Project File 0044, the Roseville City Code, Title 10 (Zoning) is hereby amended to revise certain regulations pertaining to landscaping requirements and add regulations for electric vehicle charging.
836 837 838	§1011.03.A.3.e.ii Multi-family residential dwellings shall require 1 canopy <u>orand 1</u> evergreen tree per <u>dwelling unit two</u> <u>thousand (2,000) square feet of open area.</u>
839 840 841	§1011.03.A.4 c. All plant materials shall be selected based on zone tolerance in accordance with the USDA Plant Hardiness Zone Map.
842 843	d. No new landscaping shall contain plant materials that are listed on the MN Dept. of Agriculture Noxious Weed List or the MN DNR Invasive Terrestrial Plants List.
844 845 846	Chapter 1019 Parking and Loading Areas Section 1019.04: Minimum Parking Spaces and Electric Vehicle Charging Requirements
847	1019.04: Minimum Parking Spaces and Electric Vehicle Charging Requirements
848 849	1019.04 D. Electric Vehicle Charging Standards
850 851 852 853	1. The intent of this section is to facilitate and encourage the use of electric vehicles, to expedite the establishment of a convenient, cost-effective electric vehicle charging infrastructure, and establish minimum requirements for electric vehicle parking spaces and charging infrastructure to serve both short and long-term parking needs.
854	2. Minimum Number of Required Electric Vehicle Charging Stations (EVCS)
855 856 857	a. All new parking areas, existing parking areas expanding by more than 25% additional parking spaces, and existing parking areas improving more than 25% of the parking area are subject to the standards of Table 1019-2.

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

Table 1019-2: Minimum Number of Required Electric Vehicle Charging Stations (EVCS)				
Number of spaces	EVCS by required parking spaces and charging levels (Level 1, Level 2, DC) for new parking areas	EVCS by required parking spaces and charging levels (Level 1, Level 2, DC) for expansion or improvement of existing parking areas		
29 or fewer	<u>Optional</u>	<u>Optional</u>		
30-49	Multiple-family residential (5 or more units): 5% of required parking spaces, of which at least one shall be accessible, as Level 1 or greater Non-residential land uses Two parking spaces, of which at least one shall be accessible, as Level 2 or greater	In the event that a parking area is expanded or improved (per Section 1019.03), EVCS are required only when the expansion consists of more than 25% additional parking spaces or more than 25% of the parking area is improved.		
50+	Multiple-family residential (5 or more units): 10% of required parking spaces, of which at least one shall be accessible, as Level 1 or greater One guest parking space as Level 2 or greater Non-residential land uses 5% of required parking spaces, of which at least one shall be accessible, as Level 2 or greater	In the event that a parking area is expanded or improved (per Section 1019.03), EVCS are required only when the expansion consists of more than 25% additional parking spaces or more than 25% of the parking area is improved.		

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

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

907	<u>c.</u>	Lighting: Site lighting shall be provided where EVCS is installed, unless charging is for
908		daytime purposes only.
909	<u>d.</u>	EVCS Equipment Design Standards
910		i. Battery charging station outlets and connector devices shall be mounted to comply with
911		state code and must comply with all relevant Americans with Disabilities Act (ADA)
912		requirements. EVCS mounted on pedestals, lighting posts, bollards, or other devices shall
913		be designed and located as to not impede pedestrian travel or create trip hazards on
914		sidewalks.
915		ii. EVCS may be located adjacent to designated parking spaces in a garage or parking lot as
916		long as the devices do not encroach into the required dimensions of the parking space
917		(length, width, and height clearances).
918		iii. The design should be appropriate to the location and use. Facilities should be able to be
919		readily identified by electric vehicle users and blend into the surrounding
920		landscape/architecture for compatibility with the character and use of the site.
921		iv. EVCS pedestals shall be designed to minimize potential damage by accidents, vandalism
922		and to be safe for use in inclement weather.
923	<u>e.</u>	Usage Fees: Service fee may be collected for the use of EVCS.
924	<u>f.</u>	Maintenance: EVCS shall be maintained in all respects, including the functioning of the
925		equipment. A phone number or other contact information shall be provided on the equipment
926		for reporting problems with the equipment or access to it.
927	Sa	ction 4. Effective Date. This ordinance amendment to the City Code shall take effect upon the
928	passage an	d publication of this ordinance.
929	Pa	ssed this 6th day of March 2023.

1 ORDINANCE NO. ____ 2 AN ORDINANCE AMDENDING TITLE 8, PUBLIC WORKS, OF THE ROSEVILLE 3 CITY CODE TO UPDATE AND AMEND STORMWATER AND WETLAND 4 5 REGULATIONS 6 7 **Section 1. Stormwater Amended.** After City Council consideration the Roseville City Code, 8 9 Chapter 803 is hereby amended to add and update language to Stormwater Management Overlay 10 District. 11 **SECTION:** 12 13 803.01: Storm Water Stormwater 14 Drainage Utility 803.02: Connection to 15 Storm Sewers 16 803.03 Storm Water Stormwater Illicit Discharge and Connections 17 803.04 **Erosion and Sedimentation Control** 18 803.05 Stormwater Management Overlay District 19 803.04803.06 Stormwater Best Management Practice (BMP) 20 Maintenance 21 803.01 : STORM WATERSTORMWATER DRAINAGE UTILITY: 22 A. Establishment: The Municipal storm sewer system shall be operated as a public 23 utility pursuant to Minnesota Statute, section 444.075, from which revenues will 24 be derived subject to the provisions of this Section and Minnesota statutes. The 25 storm water stormwater drainage utility will be part of the Public Works 26 Department and under the administration of the Public Works Director. 27 B. Definition: "Residential equivalent factor, (REF)" - One REF is defined as the 28 ratio of the average volume of runoff generated by one acre of a given land use 29 to the average volume of runoff generated by one acre of typical single-family 30 31 residential land during a standard one year rainfall event. C. Fees: Storm water Stormwater drainage fees for parcels of land shall be 32 determined by multiplying the REF for a parcel's land use by the parcel's 33 acreage and then multiplying the REF for a parcel's land use by the parcel's 34 acreage and then multiplying the resulting product by the storm 35 waterstormwater drainage rate. The REF values for various land uses are as 36 follows¹: 37 For the purpose of calculating storm water drainage fees, all developed 38 one-family and duplex parcels shall be considered to have an acreage of one-third 39 (1/3) acre. The storm water stormwater drainage rate used to calculate the actual 40 charge per property shall be established by City Council Resolution. 41 D. Credits: The City Council may adopt policies recommended by the Public 42 Works Director, by resolution, for adjustment of the storm waterstormwater 43 drainage fee for parcels based upon hydrologic data to be supplied by property 44 owners, which data demonstrates a hydrologic response substantially different 45 from the standards. Such adjustments of storm waterstormwater drainage fees 46 shall not be made retroactively. 47 E. Exemptions: The following land uses are exempt from storm 48

waterstormwater drainage fees:

	NOA Attachment B
50	1. Public rights of way.
51	2. Vacant, unimproved land with ground cover.
52	F. Payment of Fee: Statements for storm water stormwater drainage fee shall be
53	computed every three months and invoiced by the Finance Officer for each
54	account on or about the fifth day of the month following the quarter. Such
55	statement shall be due on or before the last day of the month in which the
56	statement is mailed. Any prepayment or overpayment of charges shall be
57	retained by the City and applied against subsequent quarterly fees.
58	G. Recalculation of Fee: If a property owner or person responsible for paying the
59	storm water stormwater drainage fee questions the correctness of an invoice for
60	such charge, such person may have the determination of the charge recomputed
61	by written request to the Public Works Director made within twelve months of
62	mailing of the invoice in question by the City.
63	H. Penalty for Late Payment: Each quarterly billing for storm waterstormwater
64	drainage fees not paid when due shall incur a penalty charge of ten percent of
65	the amount past due.
66	I. Certification of Past Due Fees on Taxes: Any past due storm waterstormwater
67	drainage fees, in excess of 90 days past due, may be certified to the County
68	Auditor for collection with real estate taxes, pursuant to Minnesota Statute,
69	section 444.075, subdivision 3. In addition, the City shall also have the right to
70	bring a civil action or to take other legal remedies to collect unpaid fees. (Ord.
71	937, 1-9-84; amd. 1995 Code) (Ord. 1383, 6-08-2009)
72	803.02 : CONNECTION TO STORM SEWERS:
12	603.02. CONNECTION TO STORM SEWERS.
73	A. Permit Required: No person shall connect any drain to a storm sewer of the City
74	without first obtaining a permit to do so.
75	B. Granting of Permits: The Public Works Director shall grant permits only to
76	applicants who are licensed by the City.
77	C. Hook Up Permit Fee: The fee for a permit to hook up to a City storm sewer shall
78	be set by City Council resolution. (Ord. 377, 9-10-62; amd. 1995 Code)
79	D. Additional Fees: Before any hook up permit shall be issued, the following
80	conditions shall be complied with:
81	1. No permit shall be issued to connect with any storm sewer system to the City
82	directly or indirectly from any lot or tract of land unless the Public Works
83	Director shall have certified:
84	a. That such lot or tract of land has been assessed for the cost of
85	construction or the storm sewer main or line with which the connection is
86	made, or
87	b. If no assessment has been levied for such construction cost, the
88	proceedings for levying such assessment have been or will be completed
89	in due course, or
90	c. If no assessment has been levied and no assessment proceedings will be
91	completed in due course, that a sum equal to the portion of cost of
92	constructing said storm sewer main which would be assessable against
93	said lot or tract has been paid to the City, or
94	2. If no such certificate can be issued by the Public Works Director no permit to
95	connect to any storm sewer main shall be issued unless the applicant shall
96	pay an additional connection fee which shall be equal to the portion of the
97	cost of construction of the said storm sewer main which would be assessable
98	against said lot or tract to be served by such connection. Said assessable cost
99	is to be determined by the Public Works Director upon the same basis as any
100	assessment previously levied against other property for the said main,

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

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

803.03 : STORM WATERSTORMWATER ILLICIT DISCHARGE AND CONNECTIONS:

- A. Purpose: The purpose of the ordinance is to promote, preserve and enhance the natural resources within the City and protect them from adverse effects caused by non-storm waterstormwater discharge by regulating discharges that would have an adverse and potentially irreversible impact on water quality and environmentally sensitive land. This ordinance will provide for the health, safety, and general welfare of the citizens of the City of Roseville through the regulation of non-storm waterstormwater discharges to the storm drainage system to the maximum extent practicable as required by federal and state law. This ordinance establishes methods for controlling the introduction of pollutants into the municipal separate storm sewer system (MS4) in order to comply with requirements of the National Pollutant Discharge Elimination System (NPDES) permit process. The objectives of this ordinance are:
 - 1. To regulate the contribution of pollutants to the municipal separate storm sewer system (MS4) by <u>storm waterstormwater</u> discharges by any person.
 - 2. To prohibit Illicit Connections and Discharges to the municipal separate storm sewer system.
 - 3. To establish legal authority to carry out all inspection, surveillance and monitoring procedures necessary to ensure compliance with this ordinance.
- B. Definitions: For the purposes of this ordinance, the following terms, phrases, words and their derivatives shall have the meaning stated below.
 - 1. BEST MANAGEMENT PRACTICE (BMP): Erosion and sediment control and water quality management practices that are the most effective and practicable means of controlling, preventing, and minimizing the degradation of surface water, including construction-phasing, minimizing the length of time soil areas are exposed, prohibitions, and other management practices published by state or designated area-wide planning agencies.
 - a. Non-structural BMP: Practices that focus on preserving open space, protecting natural systems, and incorporating existing landscape features such as wetlands and stream corridors to manage storm waterstormwater at its source. Other practices include clustering and concentrating development, minimizing disturbed areas, and reducing the size of impervious areas.
 - b. Structural BMP: a physical device that is typically designed and constructed to trap or filter pollutants from runoff, or reduce runoff

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

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205	drains) owned and operated by the City and designed or used for collecting
206	or conveying storm waterstormwater, and which is not used for collecting or
207	conveying sewage.
208	14. NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
209	(NPDES): The national program for issuing, modifying, revoking, and
210	reissuing, terminating, monitoring, and enforcing permits, and imposing and
211	enforcing pretreatment requirements under sections 307, 318, 402, and 405
212	of the Clean Water Act, United States Code, title 33, sections 1317, 1328,
213	1342, and 1345.
214	15. PERSON: Any individual, firm, corporation, partnership, franchise,
215	association or governmental entity.
216	16. PERVIOUS SURFACE: Pervious areas permit water to enter the ground by
217	virtue of their porous nature or by large voids in the material. Commonly
218	pervious areas have vegetation growing on them.
219	17. POLLUTANT: Any substance which, when discharged has potential to or
220	does any of the following:
221	a. Interferes with state designated water uses;
222	b. Obstructs or causes damage to waters of the state;
223	c. Changes water color, odor, or usability as a drinking water source through
224	causes not attributable to natural stream processes affecting surface water
225	or subsurface processes affecting groundwater;
226	d. Adds an unnatural surface film on the water;
227	e. Adversely changes other chemical, biological, thermal, or physical
228	condition, in any surface water or stream channel;
229	f. Degrades the quality of groundwater; or
230	g. Harms human life, aquatic life, or terrestrial plant and wildlife; A
231	Pollutant includes but is not limited to dredged soil, solid waste,
232	incinerator residue, garbage, wastewater sludge, chemical waste,
233	biological materials, radioactive materials, rock, sand, dust, industrial
234	waste, sediment, nutrients, toxic substance, pesticide, herbicide, trace
235	metal, automotive fluid, petroleum-based substance, wastewater, and
236	oxygen-demanding material.
237	18. POLLUTE: To discharge pollutants into waters of the state.
238	19. POLLUTION: The direct or indirect distribution of pollutants into waters of
239	the state.
240	20. PREMISES: Any building, lot, parcel of land, or portion of land whether
241	improved or unimproved including adjacent sidewalks and parking strips
242	21. SANITARY SEWER: a pipe, conduit, or sewer owned, operated, and
243	maintained by the City and which is designated by the Public Works
244	Director as one dedicated to the exclusive purpose of carrying sanitary
245	wastewater to the exclusion of other matter
246	22. STATE DESIGNATED WATER USES: Uses specified in state water
247	quality standards.
248	23. STORM DRAINAGE SYSTEM: Publicly-owned facilities by which storm
249	waterstormwater is collected and/or conveyed, including but not limited to
250	any roads with drainage systems, municipal streets, gutters, curbs, inlets,
251	piped storm drains, pumping facilities, retention and detention basins,
252	natural and human-made or altered drainage channels, reservoirs, and other
253	drainage structures.
254	24. STORM WATER STORMWATER: Any surface flow, runoff, or drainage
255	consisting entirely of water from any form of natural precipitation and
256	resulting from such precipitation.
257	25. SURFACE WATERS means all waters of the state other than ground waters,

258	which include ponds, lakes, rivers, streams, wetlands, ditches, , and public
259	drainage systems except those designed and used to collect, convey, or
260	dispose of sanitary sewage.
261	26. STORM WATER STORMWATER POLLUTION PREVENTION PLAN
262	(SWPPP): A document which describes the Best Management Practices
263	and activities to be implemented by a person or business to identify
264	sources of pollution or contamination at a site and the actions to eliminate
265	or reduce pollutant discharges to Storm waterStormwater, Storm
266	waterStormwater Conveyance Systems, and/or Receiving Waters to the
267	Maximum Extent Practicable.
268	27. VEHICLE: Any "motor vehicle" as defined in Minnesota Statutes. Also
269	includes watercraft, trailers and bicycles.
270	28. WATERCOURSE: A natural channel for water; also, a canal for the
271	conveyance of water, a running stream of water having a bed and banks; the
272	easement one may have in the flowing of such a stream in its accustomed
273	course. A water course may be dry sometimes.
274	29. WATERS OF THE STATE: All streams, lakes, ponds, marshes,
275	watercourses, waterways, wells, springs, reservoirs, aquifers, irrigation
276	systems, drainage systems and all other bodies or accumulations of water,
277	surface or underground, natural or artificial, public or private, which are
278	contained within, flow through, or border upon the state or any portion
279	thereof.
280	30. WASTEWATER: Any water or other liquid, other than uncontaminated
281	storm waterstormwater, discharged from a facility or the by-product of
282	washing equipment or vehicles
283	C. Applicability: This ordinance shall apply to all water entering the storm drain
284	system generated on any developed and undeveloped lands unless explicitly
285	exempted by the City Council.
286	D. Administration: The Public Works Director is the principal City official
287	responsible for the administration, implementation, and enforcement of the
288	provisions of this ordinance. The Director may delegate any or all of the duties
289	hereunder
290	E. Exemptions: No person shall cause any illicit discharge to enter the storm sewer
291	system or any surface water unless such discharge:
292	1. Consists of non-storm waterstormwater that is authorized by an NPDES
293	point source permit obtained from the MPCA;
294	2. Is associated with fire fighting activities or other activities necessary to
295	protect public health and safety;
296	3. Is one of the following exempt discharges: water line flushing or other
297	potable water sources, landscape irrigation or lawn watering, diverted stream
298	flows, rising groundwater, groundwater infiltration to storm drains,
299	uncontaminated pumped groundwater, foundation or footing drains (not
300	including active groundwater dewatering systems), crawl space pumps, air
301	conditioning condensation, springs, non-commercial washing of vehicles,
302	natural riparian habitat or wetland flows, dechlorinated swimming pools and
303	any other water source not containing pollutants;
304	4. Consists of dye testing discharge, as long as the Public Works Director is
305	provided a verbal notification prior to the time of the test.
306	F. Illegal Disposal and Dumping
307	1. No person shall throw, deposit, place, leave, maintain, or keep any substance
308	upon any street, alley, sidewalk, storm drain, inlet, catch basin, or other
309	drainage structure, business place, or upon any public or private land, so that
310	the same might be or become a pollutant unless the substance is in

311	containers, recycling bags, or any other lawfully established waste disposal
312	device.
313	2. No person shall intentionally dispose of grass, leaves, dirt, or landscape
314	material into a water resource, buffer, street, road, alley, catch basin, culvert,
315	curb, gutter, inlet, ditch, natural watercourse, flood control channel, canal,
316	storm drain or any fabricated natural conveyance.
317	G. Illicit Discharges and Connections
318	1. No person shall use any illicit connection to intentionally convey non-storm
319	waterstormwater to the City's storm sewer system.
320	2. The construction, use, maintenance or continued existence of illicit
321	connections to the storm sewer system is prohibited. This prohibition
322	expressly includes, without limitation, illicit connections made in the past
323	regardless of whether the connection was permissible under law or practices
324	applicable or prevailing at the time of connection.
325	3. A person is considered to be in violation of this ordinance if the person
326	connects a line conveying wastewater to the storm sewer system, or allows
327	such a connection to continue.
328	H. General Provisions: All owners or occupants of property shall comply with the
329	following general requirements:
330	1. No person shall leave, store, deposit, discharge, dump, or otherwise expose
331	any chemical or septic waste in an area where discharge to streets or storm
332	sewer system may occur. This section shall apply to both actual and potential
333	discharges.
334	a. Private sanitary sewer connections and appurtenances shall be maintained
335	to prevent failure, which has the potential to pollute surface water.
336	b. Recreational vehicle sewage shall be disposed to a proper sanitary waste
337	facility. Waste shall not be discharged in an area where drainage to streets
338	or storm sewer systems may occur.
339	c. For pools, the pool's water should be tested before draining to ensure that
340	PH levels are neutral and chlorine levels are not detectable. Pool water
341	should be discharged over a vegetated area before draining into the storm
342	sewer system. Unsealed receptacles containing chemicals or other
343	hazardous materials shall not be stored in areas susceptible to runoff.
344	2. The washing down of commercial equipment and vehicles shall be conducted
345	in a manner so as to not directly discharge wastewater where drainage to
346	streets or storm sewer system may occur.
347	3. Removal of pollutants such as grass, leaves, dirt and landscape material from
348	impervious surfaces shall be completed to the maximum extent practicable
349	using mechanical cleaning techniques.
350	4. Mobile washing companies (carpet cleaning, mobile vehicle washing, etc)
351	shall dispose of wastewater to the sanitary sewer. Wastewater shall not be
352	discharged where drainage to streets or storm sewer system may occur.
353	5. Storage of materials, machinery and equipment shall comply with the
354	following requirements:
355	a. Objects, such as equipment or vehicle parts containing grease, oil or other
356	hazardous substances, and unsealed receptacles containing chemicals or
357	other hazardous materials shall not be stored in areas susceptible to
358	runoff.
359	b. Any machinery or equipment that is to be repaired or maintained in areas
360	susceptible to runoff shall be placed in a confined area to contain leaks,
361	spills, or discharges.
	6. Debris and residue shall be removed as follows:
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363	a. All vehicle parking lots and private streets shall be swept at least once a

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- year in the spring to remove debris. Such debris shall be collected and disposed of according to state and federal laws governing solid waste.
- b. Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries shall be contained immediately, removed as soon as possible and disposed of according to state and federal laws governing solid waste.
- Industrial or Construction Activity Discharges. Any person subject to an industrial activity NPDES storm waterstormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit may be required in a manner acceptable to the Public Works Director prior to the allowing of discharges to the storm sewer system. Any person responsible for a property or premise, who is, or may be, the source of an illicit discharge, may be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm sewer system. These BMPs shall be part of a storm waterstormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

J. Access to Facilities

- 1. When the City has determined that there is a danger to the health, safety or welfare of the public, city representatives shall be permitted to enter and inspect facilities subject to regulation under this ordinance to determine compliance with this ordinance. If a discharger has security measures in force which require proper identification and clearance before entry into its premises, the discharger shall make the necessary arrangements to allow access to city representatives.
- 2. In lieu of an inspection by a City representative, the property owner shall furnish a certificate from a licensed plumber, in a form acceptable to the City, certifying that the property has not discharged prohibited material into the municipal storm sewer system. Failure to provide such certificate of compliance shall make the property owner immediately subject to the suspension of storm sewer access as provided for in section M of this section until the property is inspected and/or compliance is met, including any penalties and remedies as set forth in section N below.
- 3. Unreasonable delays in allowing city representatives access to a permitted facility is a violation of a storm waterstormwater discharge permit and of this ordinance.
- 4. The City may seek issuance of a search warrant for the following reasons:
 - a. If city representatives are refused access to any part of the premises from which storm waterstormwater is discharged, and there is probable cause to believe that there may be a violation of this ordinance; or
 - there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this ordinance or any order issued hereunder; or
 - c. to protect the overall public health, safety, and welfare of the community.
- K. Watercourse Protection. Every person owning property through which a watercourse passes or is directly adjacent to a watercourse, shall keep and maintain that part of the watercourse free of trash, debris, and other obstacles that would pollute, contaminate, or retard the flow of water through the watercourse. In addition, the owner or lessee shall maintain existing privately owned structures within or adjacent to a watercourse, so that such structures will not become a hazard to the use, function, or physical integrity of the watercourse.
- L. Notification of Spills. Notwithstanding other requirements of law, as soon as

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417	any person has information of release of materials which result or may result in
418	illegal discharges of pollutants into the storm sewer system, or water of the state,
419	said person shall take all necessary steps to ensure the discovery, containment,
420	and cleanup of such release according to state and federal laws.
421	M. Suspension of Storm Sewer System Access
422	1. Suspension due to illicit discharges in emergency situation: The City may,
423	without prior notice, suspend MS4 discharge access to a person when such
424	suspension is necessary to stop an actual or threatened discharge that presents
425	or may present imminent and substantial danger to the environment, to the
426	heath or welfare of persons, to the storm sewer or waters of the state. If the
427	violator fails to comply with a suspension order issued in an emergency, the
428	city may take such steps as deemed necessary to prevent or minimize damage
429	to the storm sewer system or the waters of the state, or to minimize danger to
430	persons.
431	2. Suspension due to the detection of illicit discharge: All persons discharging
432	to the MS4 in violation of this ordinance may have their access terminated if
433	such termination serves to abate or reduce an illicit discharge. It is a violation
434	of this ordinance to reinstate access to premises that have been terminated
435	pursuant to this section without the prior approval of the City.
436	N. Enforcement
437	1. Notice of Violation: A violation of this ordinance is a Public Nuisance. When
438	it has been determined that a person has violated a prohibition or failed to
439	meet a requirement of this Ordinance, the Public Works Director may order
440	compliance by written notice of violation to the person(s) responsible for the
441	violation. Such notice may require without limitation:
442	a. The performance of monitoring, analysis, and reporting;
443	b. The elimination of illicit connections or discharges;
444	c. That violating discharges, practices, or operations shall cease and desist;
445	d. The abatement or remediation of storm water stormwater pollution or
446	contamination hazards and the restoration of any affected property;
447	e. Payment of a fine to cover administrative and remediation costs;
448	f. The implementation of source control or treatment BMPs;
449	g. The development of a corrective action plan to prevent repeat discharges;
450	and/ or
451	h. Any other requirement deemed necessary.
452	If abatement of a violation and/ or restoration of affected property is required, the notice shall
453	set forth a deadline within which such remediation or restoration must be completed. Said
454	notice shall further advise that, should the violator fail to remediate or restore within the
455	established deadline, the work will be done by a designated governmental agency or a
456 457	contractor and the expense thereof shall be charged to the violator. 2. Appeal of Notice of Violation: Any person receiving a Notice of Violation
458	may appeal the determination of the Public Works Director. The notice of
459	appeal must be received within 7 days from the date of the Notice of
460	Violation. Hearing on the appeal before the City Manager or his/her designee
461	shall take place within 15 days from the date of receipt of the notice of
	appeal. The decision of the City Manager or his/ her designee shall be final.
462 463	3. Enforcement Measures after Appeal: If the violation has not been corrected
464	pursuant to the requirements set forth in the Notice of Violation, or, in the
465	event of an appeal, within 7 days of the decision of the City Manager
466	upholding the decision of the Public Works Director, then city representatives
467	shall have the right to enter upon the subject private property and are
468	authorized to take any and all measures necessary to abate the violation
469	and/or restore the property. It shall be unlawful for any person, owner, agent
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470 or person in possession of any premises to refuse to allow city representatives to enter upon the premises for the purposes set forth above. 471 4. Cost of Abatement of the Violation: Within 15 days after abatement of the 472 violation, the person(s) responsible for the violation will be notified of the 473 474 cost of abatement, including administrative costs. The person(s) given such notice may file a written protest objecting to the amount of the costs within 7 475 days. If the amount due is not paid within a timely manner as determined by 476 the decision of the City Manager or by the expiration of the time in which to 477 file an appeal, the amount due shall constitute a lien upon, and the City shall 478 479 have the right to assess such cost against the property owned by such violator(s) pursuant to Minnesota Statute § 429.101. 480 5. Injunctive Relief: It shall be unlawful for any person to violate any provision 481 or fail to comply with any of the requirements of this Ordinance. If a person 482 has violated or continues to violate the provisions of this ordinance, the City 483 may petition for a preliminary or permanent injunction restraining the person 484 from activities which would create further violations or compelling the 485 person to perform abatement or remediation of the violation. 486 6. Compensatory Action: In lieu of enforcement proceedings, penalties, and 487 remedies authorized by this Ordinance, the City may impose upon a violator 488 alternative compensatory action such as storm drain stenciling, attendance at 489 compliance workshops, creek cleanup, etc. 490 7. Violations Deemed a Public Nuisance: In addition to the enforcement 491 processes and penalties provided, any condition caused or permitted to exist 492 in violation of any of the provisions of this Ordinance is a threat to public 493 health, safety, and welfare, and is declared and deemed a nuisance, and may 494 be summarily abated or restored at the violator's expense, and/or a civil action 495 to abate, enjoin, or otherwise compel the cessation of such nuisance may be 496 taken. 497 498 8. Criminal Prosecution: A violation of this ordinance is a misdemeanor. 9. Costs and Expenses: The City may recover all attorney's fees, court costs, 499 staff expenses, clean-up costs, and any other expenses associated with 500 enforcement of this ordinance including, but not limited to, sampling and 501 monitoring expenses. 502 10. Remedies Not Exclusive: The remedies listed in this ordinance are not 503 exclusive of any other remedies available under any applicable federal, state 504 or local law and it is within the discretion of the City to seek cumulative 505 506 remedies. (Ord. 1388, 2-22-2010) 507 803.04 : GRADING, EROSION AND SEDIMENTATION 508 **CONTROL:** 509 A. Purpose: The purpose of this article is to regulate grading and to control or 510 eliminate soil erosion and sedimentation resulting from construction activity 511 within the City. This Section establishes standards and specifications for 512 grading practices which protects drainage, conservation practices and planning 513 activities which minimize soil erosion and sedimentation. (Ord. 1550, 6-4-2018) 514

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B. Scope: Except as exempted by the definition of the term "land disturbance activity" in Section 803.04.C7, any person, entity, state agency, or political subdivision thereof proposing land disturbance activity within the City shall apply to the City for the approval of the grading, erosion and sediment control plan. No land shall be disturbed until the plan is approved by the City and conforms to the standards set forth in this article. (Ord. 1550, 6-4-2018)

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521 C. Definitions: The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the 522 context clearly indicates a different meaning: 523 Best Management Practice (BMP): Erosion and sediment control and water 524 quality management practices that are the most effective and practicable 525 means of controlling, preventing, and minimizing the degradation of 526 surface water, including construction-phasing, minimizing the length of 527 time soil areas are exposed, prohibitions, and other management practices 528 published by state or designated area-wide planning agencies. 529 2. Certificate of Completion: the certificate issued after the final inspection of 530 the site has been completed, temporary erosion control has been removed 531 and the site has been fully restored. 532 3. City of Roseville Erosion Control Specifications: practices described in, but 533 not limited to, the following manuals: 534 a. Minnesota Stormwater Manual 535 b. Minnesota DOT Erosion Control Manual 536 c. Minnesota Pollution Control Agency's "Protecting Water Quality 537 in Urban Areas" handbook (Ord. 1550, 6-4-2018) 538 Erosion: any process that wears away the surface of the land by the action 4. 539 of water, wind, ice, or gravity. Erosion can be accelerated by the activities 540 of man and nature. 541 5. Erosion and sediment control plan: a document containing the requirements 542 of Section 803.04 D that, when implemented, will prevent or minimize soil 543 erosion on a parcel of land and off-site sediment damages. 544 Erosion and sediment control practice specifications and erosion and 6. 545 sediment control practices: the management procedures, techniques, and 546 methods to control soil erosion and sedimentation as officially adopted by 547 the City. 548 549 Land disturbance activity: Any activity, including clearing, grading, excavating, transporting and filling of land, greater than 5,000 square feet. 550 and/or placement or grading of 50 cubic yards of earthen materials on a 551 parcel of land located directly adjacent within 300 feet of to a water 552 resource. or located within the shoreland overlay district [JF1] [RJ2] [RJ3]. Land 553 disturbance activity does not mean the following: 554 a. Minor land disturbance activities such as home gardens and an 555 individual's home landscaping, repairs, and maintenance work 556 disturbing less than 500 square feet. 557 b. Tilling, planting, or harvesting or agricultural, horticultural, or 558 silvicultural crops disturbing less than 500 square feet. 559 c. Installation of fence, sign, telephone, and electric poles and other 560 kinds of posts or poles. 561 d. Emergency work to protect life, limb, or property and emergency 562 repairs. However, if the land disturbance activity would have 563 required an approved erosion and sediment control plan except for 564 the emergency, the land area disturbed shall be shaped and stabilized 565 in accordance with the requirement of the local plan-approving 566 authority or the city when applicable. (Ord. 1550, 6-4-2018) 567 Permittee: a person, entity, state agency, corporation, partnership, or 8. 568 political subdivision thereof engaged in a land disturbance activity. 569 Sediment: solid mineral or organic material that, in suspension, is being 9. 570 transported or has been moved from its original site by air, water, gravity, 571 or ice, and has been deposited at another location. 572 10. Sedimentation: the process or action of depositing sediment that is 573

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574	determined to have been caused by erosion.
575	11. Water Resource: any stream, channel, wetland, storm pond, or lake within
576	the City. (Ord. 1550, 6-4-2018)
577	D. Grading, Erosion and Sediment Control Plan:
578	1. Required: Every Permittee for a building permit, a subdivision approval, or
579	a permit to allow land disturbance activities must submit a grading, erosion
580	and sediment control plan to the City Engineer. No building permit,
581	subdivision approval, or permit to allow land disturbance activities shall be
582	issued and no earth disturbing activity shall commence until approval of the
583	grading, erosion and sediment control plan by the City.
584	Projects coordinated by Ramsey County or Mn/DOT do not require a permit;
585	however, the City must be notified of the project and be provided a copy of
586	the grading, erosion and sediment control plan, as well as an estimated
587	schedule for commencement and completion. The City will notify the
588	designated contact if the grading plan is not being followed, if erosion
589	control measures should fail, or if erosion control measures require
590	maintenance with the expectation that the deficiencies will be corrected.
591	If no permit has been obtained, a stop work order shall be issued on the
592	construction and a fine shall be issued in an amount equal to twice the
593	required permit fee. A completed grading, erosion and sediment control plan
594	and permit application shall be submitted before construction will be
595	allowed to resume.
596	Obtaining a permit does not exempt the permittee from obtaining permits
597	required by other government regulatory agencies. (Ord. 1550, 6-4-2018)
598	2. Criteria addressed: The grading, erosion and sediment control plan shall
599	address the following criteria:
600	a. Account for existing drainage patterns
601	b. Control the storm waterstormwater leaving the sitec. Conform to the natural limitations presented by topography and soil
602 603	so as to create the least potential for soil erosion.
604	d. Stabilize all exposed soils and soil stockpiles
605	e. Establish permanent vegetation
606	f. Prevent sediment damage to adjacent properties and other designated
607	areas
608	g. Schedule of erosion and sediment control practices
609	h. Criteria for the use of temporary sedimentation basins
610	i. Stabilization of steep slopes
611	j. Stabilize all waterways and outlets
612	k. Protect storm sewers from the entrance of sediment, debris and trash
613	1. Control waste, such as discarded building materials, concrete truck
614	washout, chemicals, litter, sanitary waste, etc. that may adversely
615	impact water quality
616	m. When working in or crossing water resources, take precautions to
617	contain sediment.
618	n. Restabilize utility construction areas as soon as possible
619	o. Protect paved roads from sediment and mud brought in from access
620	routes
621	p. Dispose of temporary erosion and sediment control measures
622	q. Maintain all temporary and permanent erosion and sediment
623	control practices
624	r. Removal of sediment from streets at the end of each day
625	s. Dewatering methods and outletting of stormwater
626	t. Site inspection plan & record of rainfall amounts

627	Final stabilization (Ord. 1550, 6.4.2019)
627 628	u. Final stabilization (Ord. 1550, 6-4-2018)3. Contents of Plan: The grading, erosion and sediment control plan shall
629	include the following:
630	a. Contact information for the Permittee
631	b. Project description: the nature and purpose of the land disturbance
632	activity and the amount of grading involved, including the amount of
633	material removed and imported to the site
634	c. Phasing of construction: the nature and purpose of the land
635	disturbance activity and the amount of grading, utilities, and building
636	construction
637	d. Existing and proposed site conditions: existing and proposed
638	topography, vegetation, and drainage e. Adjacent areas, neighboring streams, lakes, wetlands, residential
639 640	e. Adjacent areas, neighboring streams, lakes, wetlands, residential areas, roads, etc., which might be affected by the land disturbance
641	activity
642	f. Soils: soil names, mapping units, erodibility
643	g. Critical erosion and Environmentally Sensitive areas: areas on the
644	site that have potential for serious erosion problems and local water
645	resources.
646	h. Erosion and sediment control measures: methods to be used to
647	control erosion and sedimentation on the site, both during and after
648	the construction process
649	i. Temporary and Permanent stabilization: how the site will be
650	stabilized during and after construction is completed, including
651	specifications
652	j. Storm waterStormwater management: how storm runoff will
653	be managed, including methods to be used if the development
654	will result in increased peak rates or volume of runoff
655	k. Maintenance: schedule of regular inspections and repair of erosion
656	and sediment control structures
657	1. Calculations: any that were made for the design of such items as
658	sediment basins, diversions, waterways, and other applicable practices
659	(Ord. 1510 09-26-16) (Ord. 1550, 6-4-2018)
660	E. Plan Review:
661	1. General: The City appoints the City Engineer to review the grading, erosion
662	and sediment control plan to ensure compliance with the City of Roseville
663	Design Standards and Grading, Erosion and Sediment Control Standards.
664	2. Permit required: If the City determines that the grading, erosion and
665	sediment control plan meets the requirements of this article, the City shall
666	issue a permit, valid for a specified period of time that authorizes the land
667	disturbance activity contingent on the implementation and completion of the
668	grading, erosion and sediment control plan.
669	3. Denial: If the City determines that the grading, erosion and sediment control
670	plan does not meet the requirements of this article, the City shall not issue a
671	permit for the land disturbance activity. The grading, erosion and sediment
672	control plan must be resubmitted for approval before the land disturbance
673	activity begins. No land use and building permits may be issued until the
674	Permittee has an approved grading, erosion and sediment control plan.
675	4. Permit suspension: If the City determines that the approved plan is not
676	being implemented according to the schedule or the control measures are not
677	being properly maintained, all land use and building permits must be

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

F. Plan Implementation And and Maintenance:

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

G. Modification of Plan:

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

H. Escrow Requirement:

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

I. Enforcement:

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

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

The cost for staff time shall be determined by multiplying the staff member's hourly rate times 1.9 times the number of hours expended, for all staff members (including administrative employees) involved in such corrective work, communications, coordination of activities, inspections, reinspections and other remedial actions. All amounts charged shall be paid by the Permitee within 30 days of the delivery by the City of a written invoice which describes such charges.

- e. Draw on the escrow amount for all staff costs incurred, and payments due to the City as a result of the exercise by the City of any remedy available to the City pursuant to this ordinance.
- f. Assess that portion of any unpaid charges which are attributable to the removal or elimination of public health or safety hazards from private property pursuant to Minnesota Statutes Section § 429.101.
- g. Pursue any other legal equitable remedy which is available to the City.
- 3. Appeal of Notice of Violation: Any person receiving a Notice of Violation may appeal the determination of the Public Works Director. The notice of appeal must be received within 7 days from the date of the Notice of Violation. Hearing on the appeal before the City Manager or his/her designee shall take place within 15 days from the date of receipt of the notice of appeal. The decision of the City Manager or his/her designee shall be final.
- 4. The remedies listed in this ordinance are not exclusive of any other remedies available under any applicable federal, state or local law and it is within the

1		•	nulative remedies. (Ord. 1416, 9-26-2011)
2		(Ord. 1550, 6-4-2018)	
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4	803.0	5 : Stormwater Management C	verlay District
5			vater Management Overlay District shall
6			n one hundred (100) feet of the normal water
7			ater ponds or wetlands managed for
8			ality management purposes, or all land below
9			of such ponds or wetlands, whichever is
10		most restrictive.	tor such policis or wettailes, whichever is
11			nd" – A manmade pond capable of holding
12		-	ently, the purpose of which is to collect
			• • •
13			ent prior to releasing water into wetlands and
14		natural water bodies.	
15			in the Stormwater Management Overlay
16		District shall met the follow	ing setbacks:
17			Thou (amon) (hour)
	T	STRUCTURE SETBACKS	
	Type of Water Body	Structure Setback from Water Body	Roads, Driveway, Parking and Other Impervious Surface or Setback
	Storm Pond	10 Ft. ¹	10 Ft. ²
			g as defined by the 1% probability storm, or as
	approved by the C	_ (as defined by the 170 probability storm, or as
	approved by the C	ity Engineer.	
	2. A 10 foot setbac	ck from road or parking surfaces may	include a combination of land within rights of
	way and adjacent	to the right of way, as well as curb an	d gutter controlling runoff and sediment to a
	storm pond. Pedes	trian trails shall be exempt from setb	ack requirements.
4.0			
18		D. C 1 C 1 1 1	
19		D. General Standards:	announce Wilson announced and announced
20			geways: When possible, existing natural tated soil surfaces shall be used to convey, store,
21 22			ater runoff before discharge to public waters.
23			Development shall be planned and conducted in
23 24			nize the extent of disturbed areas, runoff
25			ntial, and reduce and delay runoff volumes.
26			stabilized and protected as soon as possible and
27			ed to retain sediment on the site.
28			When development density, topographic features,
29			conditions are not sufficient to adequately handle
30			natural features and vegetation, various types of
31			ch as diversions, settling basins, skimming
32			ys, and ponds may be used. Preference shall be
33		· · · · · · · · · · · · · · · · · · ·	urface drainage, vegetation, and infiltration
34			and manmade materials and facilities.
35		E. Specific Standards:	The state of the s
36		•	overage: Impervious surface coverage of a site
37			of the site area in a shoreland or wetland
			less stormwater is conveyed to an approved, on-

39	site or regional stormwater ponding/retention facility designed to
40	accommodate the increased runoff prior to discharge from the site into
41	public waters or wetlands.
42	2. Review by City Engineer: All proposed stormwater facilities shall be
43	reviewed by the Ceity Eengineer and certified for compliance with the
44	city's comprehensive surface water management plan, National Urban
45	Runoff Program (NURP) standards, the Minnesota Pollution Control
46	Agency's (MPCA) Urban Best Management Practices, and any
47	established standards of the water management organization having
48	jurisdiction in the project area.
49	3. Commercial, Industrial, and Residential Development Affectation: All
50	commercial and industrial developments and redevelopments affecting
51	more than five acres of land and all residential developments affecting
52	more than five 5 acres of land shall:
53	i. Be served by stormwater ponding facilities, on or off site.
54	designed to remove a minimum of 90% of total suspended
55	solids resulting from the runoff from a one inch rainfall event,
56	Within the dayslamment, provide for settling shambers, suppose
57 58	ii. Within the development, provide for settling chambers, sumps, dry ponds or other devices to provide for the filtering or settling
59	of fine sands prior to discharge into the city's stormwater
60	system. RJ7 RJ81
61	F. Private Stormwater Facilities: All private stormwater facilities shall be
62	maintained in proper condition consistent with the performance standards for
63	which they were originally designed. All settled materials from ponds, sumps,
64	grit chambers, and other devices, including settled solids, shall be removed and
65	properly disposed of on a five year interval. One to five year waivers from this
66	requirement may be granted by the eCity Eengineer when the owner presents
67	evidence that the facility has additional capacity to remove settled solids in
68	accordance with the original design capacity.
69	G. Inventory of Private Stormwater Facilities: Upon adoption of this chapter, the
70	Ceity Eengineer shall inventory and maintain a database for all private
71	stormwater facilities requiring maintenance to assure compliance with this
72	section.
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75	803.05 803.06: STORMWATER BEST MANAGEMENT
76	PRACTICE (BMP) MAINTENANCE:
70	TRACTICE (DIMI) MAINTENANCE.
77	A. Maintenance of Stormwater BMPs. The City requires that stormwater BMPs
78	be maintained.
79	1. Private Stormwater BMPs - All private stormwater BMPs shall be
80	maintained by the property owner so that the BMPs are in proper condition
81	consistent with the performance standards for which they were originally
82	designed.

that settle pollutants

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a. Ponds, Stormwater Wetlands, Underground Storage, and other BMPs

i. Removal of settled materials - All settled materials from ponds, and

other BMPs, including settled solids, shall be removed and properly

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- disposed of on a five (5) year interval. One (1) to five (5) year waivers from this requirement may be granted by the City when the owner presents evidence that the BMP has additional capacity to remove settled solids in accordance with the original design capacity. (Ord 1590, 10-12-2020)
- b. Infiltration, Filtration, pretreatment devices and other BMPs that filter stormwater (Ord 1590, 10-12-2020)
 - Quarterly inspections, unless otherwise specified in a maintenance agreement, of the Private Stormwater BMPs and, if necessary, removal of all litter, debris, sediment, and replacement of mulch, vegetation, and eroded areas to ensure establishment of healthy functioning plant life therein; and
 - ii. A five (5) year certification, by a stormwater professional acceptable to the City, is required that demonstrates the Stormwater BMPs are functioning in accordance with the approved plans and have maintained the proper operation of the stormwater treatment as a Stormwater Management BMP according to the City Standards. The quarterly inspection(s) and certification(s) shall be made available to the City upon request without prior notice
- 2. Maintenance plan required No private stormwater BMPs may be approved unless a maintenance plan is provided that defines who will conduct the maintenance, the type of maintenance, and the maintenance intervals.
- 3. Inspection The City shall inspect or require the inspection of, all stormwater BMPs during construction, during the first year of operation, and at least once every five years thereafter, or as budget allows.
- 4. Maintenance of Publicly Owned Stormwater BMPs The City shall annually perform the maintenance of the in place stormwater BMPs within the City as provided for in the local water management plan or watershed management plan. Further, the City shall notify the owners of other publicly owned stormwater BMPs if scheduled maintenance is needed according to periodic site inspections or maintenance plans on file.
- B. Inventory of Stormwater BMPs. Upon adoption of this Chapter, the City shall inventory and maintain a database for all private and public stormwater BMPs within the City requiring maintenance to assure compliance with this ordinance. The City shall notify owners of public and private stormwater BMPs of the need for conducting maintenance at least every five years.
- B.C. Severability. The provisions of this ordinance are severable, and if any provisions of this ordinance, or application of any provision of this ordinance to any circumstance, is held invalid, the application of such provision to other circumstances, and the remainder of this ordinance shall remain in full force and effect.
- Failure to maintain Private Stormwater BMPs: It is the responsibility of the property owner to maintain all private stormwater BMPs in accordance with the original standards. If during a City inspection the BMP does not meet City standards, the City will notify the owner in writing of the deficiencies.

administrative penalties and abatement processes under Chapter 407 and/or 135 906 of the City Code. (Ord. 1550, 6-4-2018) 136 137 Section 2. Wetland Amended. After City Council consideration the Roseville City Code. 138 Chapter 804 is hereby created to add and update Wetland Protection Overlay District rules. 139 140 141 CHAPTER 804 WETLANDS 142 143 144 **SECTION:** 145 Wetland Protection Overlay District 146 804.01 147 804.01: WETLAND PROTECTION OVERLAY DISTRICT 148 149 A. **Purpose.** These regulations are intended to protect the City's wetlands, which are defined as 150 land transitional between terrestrial and aquatic systems as defined in 151 Minnesota Statutes Section 103G.005, Subdivision 19. 152 153 B. Applicability. All upland within one hundred (100) feet of the wetland boundary of wetlands 154 and those public waters not specifically listed as shoreland shall be considered within the 155 Wetland Protection Overlay District RJ91 and those identified within the city's Comprehensive 156 Surface Water Management Plan. 157 158 159 C. Lot Standards. The minimum lot area, width and depth requirements of the underlying land use zoning district within this code shall apply provided that not more than 25% of the lot area 160 may be included in any wetland area to meet the minimum lot area dimension. 161 162 STRUCTURE SETBACKS FROM WETLAND Structure Setback from Water Roads, Driveway, Parking and Other Type of Water Body Body Impervious Surface or Setback 50 Ft. 1, 2 30 Ft. ² 1. Setback is measured from the approved delineated wetland boundary. 2. A 30 foot setback from road or parking surfaces may include a combination of land within rights of way and adjacent to the right of way, as well as curb and gutter controlling runoff and sediment to a storm pond. Pedestrian trails shall be exempt from setback requirements. 163 D. **Stormwater treatment.** All stormwater must be treated to the water quality standard outlined 164 in the City's Comprehensive Surface Water Management Plan and Stormwater Management 165 Standards before discharged to a wetland. 166 167 E. Wetland Buffers. Wetland buffers shall be required for all developments adjacent to a 168

Failure to properly maintain the BMP after notification could result in

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wetland whether or not the wetland is located on the same parcel as the proposed development.

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

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

(2) New and existing ponds constructed for water quantity and quality adjacent to new development shall maintain a 10-foot vegetative buffer from the normal water level.

(3) Stormwater management BMPs shall not be allowed to be constructed in the buffer area, unless approved by the City Engineer RJII JF12
 (4) A permanent wetland buffer monument shall be installed at each lot line where it crosses

(4) A permanent wetland buffer monument shall be installed at each lot line where it crosses a wetland buffer, and where needed to indicate the contour of the buffer, with a maximum spacing of two hundred (200) feet of wetland edge.

 (5) Where acceptable vegetation exists in buffer areas, the retention of such vegetation in an undisturbed state is required unless an applicant receives approval by the City District to replace such vegetation. A buffer strip has acceptable vegetation if it:

a. Has a continuous, dense layer of vegetation or overstory of trees and/or shrubs that have been uncultivated or unbroken for at least five consecutive years, or

 b. Is not composed of undesirable plant species (including, but not limited to: reed canary grass, common buckthorn, purple loosestrife, leafy spurge, and noxious weeds), or

c. Does not have topography that tends to channelize the flow of surface runoff.

 the minimum buffer in its undisturbed state but may disturb the remainder of the buffer area as long as the buffer area is re-planted with native species and maintained as a native habitat. The buffer planting must be identified on the permit application and the buffer landscaping shall comply with the following standards:

(6) If the City determines the existing buffer to be unacceptable, the applicant shall maintain

a. Buffer areas shall be planted with a native seed mix, native plants, shrubs, trees, or other RJ13 vegetation approved by the City., with the exception of a one time planting with an annual nurse or cover crop such as oats or rye.

b. The revegetation project shall be performed by a qualified contractor. All methods shall be approved by the City prior to planting or seeding.

c. The seed mix shall be broadcast according to the specifications of the selected mix including date of application. The annual nurse or cover crop shall be applied at a minimum rate of 30 pounds per acre. The seed mix selected for permanent cover shall be appropriate for soil site conditions and yellow tag certified free of invasive species. R114 [JF15]

d. Native shrubs may be allowed to be substituted for native forbs. All substitutions shall be approved by the City. Such shrubs may be bare root seedlings and shall be planted at eight foot spacing. Shrubs shall be distributed so as to provide a natural appearance and shall not be planted in rows. RJ16 [JF17]

e. Any groundcover or shrub plantings installed within the buffer area are independent of any landscaping requirements required elsewhere by the City.

<u>f.</u> Compacted soils in the buffer area shall be loosened to a depth of at least 5" prior to seeding.

213	g. No fertilizer shall be used in establishing new buffer areas, except on highly
214	disturbed sites when necessary to establish acceptable buffer vegetation and then
215	limited to amounts indicated by an accredited soil testing laboratory.
216	h. All seeded areas shall be mulched or blanketed immediately in a method approved
217	by the City.
218	i. Buffer areas (both natural and created) shall be protected by erosion and sediment
219	control measures during construction in accordance with Section 803.04 Erosion
220	and Sediment Control. The erosion and sediment control measures shall remain in
221	place until the vegetation is established.
222	j. Buffer vegetation shall be actively managed throughout the three-year
223	establishment period. This includes but is not limited to: mowing, overseeding,
224	spot weed control, prescribed burning, and watering.
225	k. Buffer vegetation shall be established and maintained in accordance with the
226	requirements above. During the first three full growing seasons, the applicant or
227	developer must replant any buffer vegetation that does not survive. The applicant
228	or developer shall specify a method acceptable to the City for monitoring
229	compliance and verifying establishment of the buffer at the end of the third full
230	growing season.
231	
232	
233	Section 3. Effective Date. This ordinance amendment to the City Code shall take effect upon
234	passage and publication of this ordinance.
235	
236	Passed this 6 th day of March 2023

1	ORDINANCE SUMMARY NO
2	ORDINANCES AMENDING TITLE 8, PUBLIC WORKS, AND TITLE 10, ZONING, OF THE ROSEVILLE CITY CODE
4 5	The following is the official summary of Ordinance No approved by the City Council of Roseville on March 6, 2023:
6 7 8 9 10 11	The Roseville City Code, Title 8, Public Works, Chapter 803 has been amended to add language to modify and clarify specific requirements pertaining to storm water drainage. Section 803.05 Stormwater Best Management Practice (BMP) Maintenance was moved to 803.06, and 803.05 was changed to Stormwater Management Overlay District, which was moved from Chapter 1017. Chapter 804 has been created within Roseville City Code to clarify specific requirements pertaining to wetlands; some information was moved from Chapter 1017, and buffer information was added to be more in line with local watershed district rules.
13 14	The following is the official summary of Ordinance No approved by the City Council of Roseville on March 6, 2023:
15 16 17 18 19 20 21	The Roseville City Code, Title 10, Zoning Ordinance, has been amended to add and update various definitions; to reflect updates to the shoreland management regulations made to ensure that the provisions of the zoning code are in alignment with the model ordinance prepared by Minnesota Department of Natural Resources, including repealing the existing Chapter 1017 (Shoreland, Wetland and Storm Water Management) and replacing it with a new Shoreland Overlay District in Chapter 1012 (Overlay Districts); to revise certain regulations pertaining to landscaping requirements; and to add regulations for electric vehicle charging.
22 23 24 25 26	A printed copy of the ordinances are available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue North, and on the Internet web page of the City of Roseville (www.ci.roseville.mn.us).
27	Attest:Patrick Trudgeon, City Manager

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Mayor Roe thanked HKGi for the presentations.

From: noreply@civicplus.com

To: *RVCouncil; Rebecca Olson; Pat Trudgeon
Subject: Online Form Submittal: Contact City Council
Date: Sunday, March 5, 2023 5:26:47 PM

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

Contact City Council

Please complete this online form and submit.

Lakeshore Ordinance
Frank and Mary Beth Hess
1913 SHADY BEACH AVE
ROSEVILLE
MN
55113

This form goes to the Mayor, all Councilmembers and certain City Staff. Due to the volume of emails submitted, a personal reply is not always possible.

How would you prefer to be contacted? Remember to fill in the corresponding contact information. Email

Email Address:

Phone Number:

Please Share Your Comment, Question or Concern Dear Mr. Mayor and Council Members,

After reviewing the proposed shoreline ordinance, we understand that Roseville treats shoreline property different then traditional non-shoreline property. Since this ordinance is unique to shoreline property, could restrictions (prohibit) to short term rentals be part of the ordinance? If not, when considering the new short term rental policy, could shoreline property be prohibited from getting licensed for short term rentals?

Thank you for your consideration and the wonderful service you provide Roseville!

Frank & Mary Beth Hess

Unless restricted by law, all correspondence to and from Roseville City government offices, including information submitted through electronic forms such as this one, may be public data subject to the Minnesota Data Practices Act and/or may be disclosed to third parties.

Email not displaying correctly? View it in your browser.



March 6, 2023 Date: 10.a

Item No.:

Department Approval

City Manager Approval



Item Description: Approval of Payments

BACKGROUND

4

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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. 3

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

A detailed report of the claims is attached. City Staff has reviewed the claims and considers them to 6

be appropriate for the goods and services received.

POLICY OBJECTIVE 8

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

BUDGET IMPLICATIONS 10

All expenditures listed above have been funded by the current budget, from donated monies, or from 11

cash reserves. 12

RACIAL EQUITY IMPACT SUMMARY 13

N/A 14

STAFF RECOMMENDATION 15

Staff recommends approval of all payment of claims. 16

REQUESTED COUNCIL ACTION 17

Motion to approve the payment of claims as submitted 18

Prepared by: Joshua Kent - Assistant Finance Director

A: Checks for Approval Attachments:

Attachment A

Bank Reconciliation

Board Audit

Joshua.Kent User:

Printed: 03/01/2023 - 9:10AM Date Range: 02/22/2023 - 02/28/2023

Systems: 'AP'



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

BR-Board Audit (03/01/2023 - 9:10 AM)

Check No.	Vendor/Employee	Transaction Description	Date	Amount

Total for Fund:100 General Fund

185,608.76

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 109 Informa	2,			
Department: 01 Ge	eneral Government			
106046	South Dakota Umemployment	Insuranc SD Unemployment Late Filing	02/22/2023	25.00
		Total for Department: 01 G	eneral Government	25.00
		Total for Fund:109 Informa	tion Technology	25.00

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

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

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

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

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

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

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

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 417 Boulev Department: 03 Pt	1 6			
106034	Lano Equipment, Inc.	Bobcat Rental	02/22/2023	1,200.00
		Total for Department: (03 Public Works	1,200.00
		Total for Fund:417 Box	ılevard Landscaping	1,200.00

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

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

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

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

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

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

Check No.	Vendor/Employee	Transaction Description	Date	Amount
			=	

Grand Total 271,744.69

REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval

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

BACKGROUND

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

Temporary Liquor License

- Bent Brewstillery
- 7 1744 Terrace Dr
- 8 Roseville, MN 55113

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

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Tetrahydrocannabinol (THC) Products License

- Blume Brauhaus, LLC dba Bent Brewstillery
- 16 1744 Terrace Dr
- 17 Roseville, MN 55113

18 19

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

24 25

POLICY OBJECTIVE

26 Required by City Code

27 **BUDGET IMPLICATIONS**

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

RACIAL EQUITY IMPACT SUMMARY

31 NA

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32 STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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36 Motion to approve the Temporary Liquor License for Bent Brewstillery and the THC License for Blume

Brauhaus, LLC dba Bent Brewstillery subject to a successful background investigation.

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: A: Application- Bent Brewstillery – Temporary Liquor

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



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

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

Name of organization		Date organized		Tax exempt number
Bent Brewstillery		Jun 11, 2011		45-2650832
Address	City		State	Zip Code
1744 Terrace Dr	Roseville		Minnesota	55113
Name of person making application		Business phone	e	Home phone
Bartley Blume		651-233-3843		
Date(s) of event	Type of orga	anization		
5/27/23	⊠ Club [Charitable	Religiou	s Other non-profit
Organization officer's name	City		State	Zip Code
Bartley Blume	Roseville		Minnesota	55113
Organization officer's name	City		State	Zip Code
			Minnesota	
Organization officer's name	City		State	Zip Code
			Minnesota	
Organization officer's name	City		State	Zip Code
			Minnesota	
If the applicant will carry liquor liability insurance pleas West Bend Insurance Company Aggregate Limit \$2,000,000	se provide the carrier's na	me and amount	of coveraç	ge.
Each Common \$1,000,000				
APPLICATION MUST BE APPROVED BY CITY O	APPROVAL OR COLINTY REFORE SUBMITTIN	STO ALCOHOL AND	GAMRIING	ENFORCEMENT
AFFEICATION MOST BE AFFROVED BY CITY	ON COONTY BEFORE SOBMITTING	d TO ALCOHOL AND	dAMBEING I	ENI ONCEMENT
City or County approving the license			Date App	roved
Fee Amount			Permit [Date
Date Fee Paid		City or	County E-	mail Address
	3	City or	County Ph	none Number
Signature City Clerk or County Official	Approve	d Director Alcol	nol and Ga	mbling Enforcement
CLERKS NOTICE: Submit this form to Alcohol and Gamb	The state of the s			

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

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



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

Tetrahydrocannabinol (THC) Retail Application

	Diumo Draubaua III O III D 11 D 11			
Business Name	Blume Brauhaus, LLC dba Bent Brewstillery			
Business Address	1744 Terrace Dr			
Business Phone	651-233-3843			
Email Address	bartley@bentbrewstillery.com			
Business Owner:				
Name Bart	ley R Blume			
Address				
Phone				
_{Email} bartl	ey@bentbrewstillery.com			
Person to Contact co	oncerning Business License (if different from above.):			
Address				
Phone				
Email				
hereby apply for the City of Roseville, Co	e following license beginning 2/22/23, and ending December 31, 2023, in the bunty of Ramsey, State of Minnesota.			
	License Required Fee			
*Te	etrahydrocannabinol (THC) Retailer \$300.00 ackground Investigation Fee (first time applicant) \$300.00			

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

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

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

Signature Bartley R Blume Date: 2023.02.22 18:54:34 -06'00'

Date

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

REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval

Michelle Lietrick

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

BACKGROUND

2 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
- 5 Council to authorize the sale of surplus vehicles and equipment. Attachment A-1 includes a list of
- 6 items submitted for Council review and approval.

Staff will note that unless noted otherwise, all items contained in this report were previously

- 9 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*.

15 POLICY OBJECTIVE

16 Required under City Code 103.05.

17 **BUDGET IMPLICATIONS**

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

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RACIAL EQUITY IMPACT SUMMARY

21 N/A

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22 STAFF RECOMMENDATION

- 23 Staff recommends the City Council approve the submitted purchases or contracts for service and
- 24 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

General Purchases or Contracts

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

Kev

- In 2014, the Engineering Department was expanded slightly into the old fire admin offices to create more office space. When that project was done, only a cublicel wall was installed between the Engineering Department and Metro-INET. The City's building maintenance manager sent quotes out and received the a low quote from Baun Built Corporation of \$19,000, which is the same contractor that performed some the other City Hall remodels last year.
- This is for replenishing Engineered Wood Fiber in the playground containers. This is a scheduled mid level maintenance item that must be done periodically to meet playground safety and accessibility standards and comes out of the Parks Improvement Plan CIP.



Memo

To: Michelle Pietrick, Finance Director

From: Jesse Freihammer, Public Works Director

Date: March 1, 2023

Re: Engineering Department Wall

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

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

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

2023 Capital Improvement Plan

Project/Initiative Summary

Department/Division: Park Improvements
Project/Initiative Title: General PIP Items

Total Estimated Cost: \$200,000

Funding Source: Park Improvement Program Fund (property tax)

Annual Operating Budget Impact: [Enter amount here (if applicable)]

Project/Initiative Description:

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

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

Location:

Parks and Recreation System



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

Department Approval

City Manager Approval

letth 2. John

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

BACKGROUND

2 The Parks and Recreation System Master Plan identifies the provision of additional parks and

- recreation services in Southwest Roseville as a strategic priority. In 2022 the city acquired a 0.80
- parcel at 2381 County Road B. West via a combination of Park Dedication from an adjacent
- 5 development and purchase.

6 7

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

9 the new park.

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LHB has consulted the City on a number of successful park development projects in recent years including Midland Gardens Park, Unity Park and much of the Parks Renewal Program. LHB was the

lead consultant on the most recent Master Plan update and was involved with the community

discussions in SW Roseville as part of that process.

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

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

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

27 The Professional Services Agreement is for costs not to exceed \$28,500 and \$400 in reimbursable

expenses. These costs will be paid for using Park Dedication Funds.

RACIAL EQUITY IMPACT SUMMARY

30 The neighborhood in which this park will be located is one of the few remaining areas in Roseville

where residents do not have a park within a 10 minute walk, an important metric that the Trust for

- Public Land uses to measure health equity within a community. Studies show that close-to-home
- park access is essential for community wellbeing by encouraging physical activity, fostering a
- connection to nature, bringing neighborhoods together and contributing to climate resilience.
- In accordance with the IAP2 best practices, the engagement process will intentionally seek to engage
- historically underrepresented populations by targeting the multifamily housing in the neighborhood,
- and offering multiple opportunities to provide feedback.

STAFF RECOMMENDATION

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

42 REQUESTED COUNCIL ACTION

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

Prepared by: Matt Johnson. Parks and Recreation Director

Attachments: A: Standard Professional Services Agreement with LHB Incorporated for Planning, and Design

Services

Standard Agreement for Professional Services

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

Preliminary Statement

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

The City and Consultant agree as follows:

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

4. City Representative and Special Requirements:

- A. Jim Taylor, Parks Superintendent shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
- B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit C attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit C.
- 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis, an itemized written invoice for Work performed under this Agreement. Fees shall be paid within 30 days following receipt of a monthly invoice for services performed on an asneeded basis. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
 - A. For Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Exhibit A, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.
 - B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

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

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

- Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
- B. The Consultant shall be reimbursed for services performed by any third party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
- 6. **Project Manager and Staffing.** The Consultant has designated Lydia Major, Landscape Architect ("Project Contacts") to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
- 7. **Standard of Care.** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind to the Work being performed under this Agreement.
- 8. Audit Disclosure. Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. Any such information must be in writing and clearly identified as "confidential." The Contractor's confidentiality obligation will not apply to information that: (i) is in the public domain; (ii) is known by the Contractor at the time of its receipt from the City; (iii) is developed independently by the Contractor; or (iv) is received from others. The obligations of confidentiality do not apply to information required to be disclosed in defense or assertion of any claim against or by the Contractor other otherwise by legal process or requirement. The books, records, documents and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.
- 9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the

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

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

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

18. Insurance.

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

Worker's Compensation: Statutory Limits

Commercial General Liability: \$1,000,000 per occurrence

\$1,500,000 general aggregate

\$1,000,000 products – completed operations

aggregate

\$5,000 medical expense

Comprehensive Automobile

Liability: \$1,000,000 combined single limit (shall include

coverage for all owned, hired and non-owed

vehicles.

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
 - (i) Personal injury with Employment Exclusion (if any) deleted;
 - (ii) Broad Form Contractual Liability coverage; and
 - (iii) Broad Form Property Damage coverage, including Completed Operations.

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

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

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

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

If to City: City of Roseville

Roseville City Hall 2660 Civic Center Drive

Roseville, MN 55113 Attn: City Manager

If to Consultant:		
	Attn:	

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

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

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

By: Mayor
By:City Manager
(NAME OF CONSULTANT)
By:
Its:

CITY OF ROSEVILLE

EXHIBIT A

WORK

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



February 7, 2023

Jim Taylor, Parks Superintendent City of Roseville 2660 Civic Center Drive Roseville, Minnesota 55113

PROPOSAL FOR PROFESSIONAL SERVICES MIDLAND LEGACY PARK

Thank you for asking LHB to submit a proposal to do planning and community engagement for the Midland Legacy Park site. Included in this proposal are coordination with City staff, facilitation of a public engagement process, concept design, budget estimation, and final presentations of the proposed plan to the Parks and Recreation Commission and City Council. We look forward to working with you to refine this proposal to better meet your needs.

Scope of Services

Coordinate Planning efforts in concert with Roseville Parks and Recreation Staff

LHB will work closely with you throughout this process to ensure that we meet your goals. We will conduct a kick-off meeting and provide regular check-ins and updates on project process, schedule, and budget. The kick-off meeting will include a team site visit and review of existing conditions.

The City will provide the following:

- Attendance and participation in kick-off and other team meetings
- Available surveys and base site information for the site

Meetings and deliverables will include:

- Meeting agendas, notes/summaries
- Plan and photo summary of existing site conditions

Facilitate public meetings to obtain residents wants and desires for their park

Together, we will plan, develop materials for, and conduct two (2) public meetings. These meetings will follow the design process as follows:

Public Programming Meeting will introduce participants to the existing site opportunities and
constraints, previous planning efforts, and process/schedule for construction. It is intended to develop
a shared basis of understanding regarding the overall scope of the project and restart the process of
exploration and discovery while honoring the work done during 2008 and 2012, as well as the work
done on Midland Gardens Park in 2018.

PERFORMANCE DRIVEN DESIGN / / / / / / / / / / / / / / / / LHBCORP.CON

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

The City will provide the following:

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

Meetings and deliverables will include:

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

Create a park concept design

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

The City will provide the following:

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

Meetings and deliverables will include:

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

Preferred Concept Design

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

The City will provide the following:

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

Meetings and deliverables will include:

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

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

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

The City will provide the following:

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

Meetings and deliverables will include:

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

Exclusions

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

Schedule

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

Proposed Fee

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

Terms and Conditions

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

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

LHB, INC.

LYDIA MAJOR, PROJECT MANAGER

MICHAEL A. FISCHER, PRINCIPAL

LHB Project No. 230076

m:\23proj\230076\100 financial\proposals\230076 20230207 midland legacy park proposal.docx



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

Department Approval

City Manager Approval

Item Description: Approve Entering into a Memorandum of Agreement with Metro-INET Joint

Powers Authority to provide internet services to the Ramsey County Library

System on behalf of the City of Roseville

BACKGROUND

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

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

invoice and collect fees from RCLS and transmit those fees to Metro-INET for a small service

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

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

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

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RACIAL EQUITY IMPACT SUMMARY

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

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

37 STAFF RECOMMENDATION

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

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40 REQUESTED COUNCIL ACTION

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

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

Attachment: A: Memorandum of Agreement

¹ <u>Affordable Broadband Service is a Racial Equity and Public Health Priority during Covid-19;</u> The Leadership Conference on Civil and Human Rights website.

² <u>Libraries Evolve to Bridge Digital Divide</u>; Morgridge College of Education Online, University of Denver.

MEMORANDUM OF AGREEMENT

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

RECITALS

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

<u>AGREEMENT</u>

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

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

a. As to the City:	City of Roseville 2660 Civic Center Drive Roseville, MN 55113 Attn: Patrick Trudgeon Email: pat.trudgeon@cityofroseville.com
b. As to Metro-INET:	Metro-INET 2660 Civic Center Drive Roseville, MN 55113 Attn: Holly LaRochelle Email: Holly.LaRochelle@metro-inet.us
IN WITNESS WHEREOF, the partheir duly authorized officials, this Agreement	ties hereto have executed, or caused to be executed by ent as of the date first written above.
CITY OF ROSEVILLE	METRO-INET:
By:	By:
Name:	Name:
Its:	Its:
By:	$\mathbf{p}_{\mathbf{w}}$

Its:

Name:

By:

Its:

Name: _____

REQUEST FOR COUNCIL ACTION

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

Department Approval City Manager Approval

Item Description: Approve Long Lake Lift Station Easement Agreements

BACKGROUND

- 2 As part of the 2023 sanitary sewer capital improvement plan, the Long Lake Lift station location on
- 3 Long Lake Road, south of County Road D, is scheduled for replacement. It was designed in 2021
- but was put on hold for construction until this year. The original lift station was built in 1967 and is
- in need of upgrades to the pumps and controls. Additionally, one of the major goals of the project is
- to relocate the lift station further away from the roadway. Currently, the lift station sits between the
- curb and the sidewalk, separated only by a guardrail. With the large amount of semi-truck traffic
- 8 along Long Lake Road, the location makes it susceptible to damage from an out-of-control vehicle
- or a turning vehicle into the adjacent parking lot. A new location will also provide more room for
- safer maintenance to be performed on the lift station.
- Staff worked with the 3070 Long Lake Road property owner, LLR Investments, LLC, to acquire a
- permanent easement for the new lift station and a temporary easement needed during construction.
- They are in agreement with the City acquiring easements for a value of \$10,000.
- 14 The City Attorney has drafted the easement documents.

15 **POLICY OBJECTIVE**

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

18 BUDGET IMPLICATIONS

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

21 RACIAL EQUITY IMPACT SUMMARY

22 There should be no equity impacts associated with this agreement.

23 STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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

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- Motion to approve Permanent Utility Easement at 2070 Long Lake Road.
- Motion to approve Temporary Construction Easement at 2070 Long Lake Road.
- Motion to approve Construction Easement at 2070 Long Lake Road.

Prepared by: Jesse Freihammer, Public Works Director Attachments: A: Memorandum of Understanding

B: Permanent EasementC: Temporary EasementD: Mortgage ConsentE: Location Map

MEMORANDUM OF UNDERSTANDING

City of Roseville

City Project N PID No.: Fee Owner:	No.: 052923120006 LLR Investments, LLC
company, Ow (the "City"), O UTILITY E	, 2023, LLR Investments, LLC, a Minnesota limited liability oner of that certain property located at 3070 Long Lake Road, in the City of Roseville County of Ramsey, State of Minnesota, executed and delivered (i) a LIFT STATION ASEMENT AGREEMENT and (ii) a TEMPORARY CONSTRUCTION (the "Easements")
	ndum is now made and entered as a memorandum of the agreement between the g to the Easements. It is hereby acknowledged and agreed upon between the parties
pro un ST go	ne Owner has been furnished with the approved estimate of just compensation for the operty rights acquired by the City in connection with the Easements. The Owner derstands that the property rights acquired by the City as described in the LIFT CATION UTILITY EASEMENT AGREEMENT are permanent and will be verned by the terms and conditions stated in the LIFT STATION UTILITY ASEMENT AGREEMENT.
pa and un ve Ov	full compensation for the conveyance of the Easements to the City, the City shall y the Owner \$9,000 for the LIFT STATION UTILITY EASEMENT AGREEMENT d \$1,000 for the TEMPORARY CONSTRUCTION EASEMENT. Owner derstands that payment by the City is contingent upon City Council approval, rification of marketable title, and a lender consent, if needed. City understands that wher's grant of the Easements is contingent upon the payment of the foregoing mpensation to Owner.
co	the event of a clerical error with respect to the Easements, the parties agree to operate in correcting the error including but not limited to resigning the easement cuments.
Memorandum	ood and agreed that the entire agreement of the parties is contained in this of Understanding and the Easements dated

Date:	CITY OF ROSEVILLE
	By: Dan Roe, Mayor
	By:Patrick J. Trudgeon, City Manager
Date:	LLR INVESTMENTS, LLC
	By:

LIFT STATION EASEMENT AGREEMENT

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

Recitals

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

Terms of Agreement

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

3. <u>Scope of Easement</u>.

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

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- 3.2. The easement granted herein includes the right to cut, trim, or remove from the Easement Area trees, shrubs, or other vegetation as in Grantee's reasonable judgment unreasonably interfere with the easement or lift station facilities of Grantee, its successors or assigns.
- 3.3. Grantee shall be responsible for installing and maintaining a perimeter fence and protective posts or barriers to prevent vehicles from entering the Easement Area and/or damaging the lift station facilities constructed by Grantee therein or at Grantee's request. Any such damage shall be repaired, and the lift station facilities shall be restored, at the sole cost and expense of Grantee. Grantor is hereby, and shall be, released from any and all claims for damage to the Easement Area or the lift station facilities located therein or thereon howsoever the damage may have been caused.
- 4. <u>Warranty of Title</u>. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein, subject to the rights of the mortgage holding the mortgage on the Property.
- 5. <u>Environmental Matters</u>. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.
- 6. <u>Damage, Liens and Indemnity</u>. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.
- 7. <u>Binding Effect</u>. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.

STATE DEED TAX DUE HEREON: NO	ONE
Dated as of, 2023.	
GRANTOR:	LLR INVESTMENTS, LLC a Minnesota limited liability company
	By: Allen T. Ofstehage Its: President and Chief Manager
GRANTEE:	CITY OF ROSEVILLE By: Dan Roe, Mayor By:
	Patrick J. Trudgeon, City Manager

STATE OF MINNESOTA)
COUNTY OF) ss.)
, 2023, by Alle	ent was acknowledged before me this day of en T. Ofstehage, the President and Chief Manager of LLR
Investments, LLC, a Minnesota li	mited liability company, on behalf of said company.
	Notary Public
STATE OF MINNESOTA)) ss.
COUNTY OF RAMSEY	,)
, 2023, by Dan l	ent was acknowledged before me this day of Roe, Mayor, and Patrick J. Trudgeon, City Manager, of the City pal corporation, on behalf of the City.
	Notary Public
This instrument drafted by:	
Kennedy & Graven, Chartered 700 Fifth Street Towers	

150 South Fifth Street Minneapolis, MN 55402 (612) 337-9300

EXHIBIT A TO LIFT STATION UTILITY EASEMENT

Legal Description of the Property

Parcel A

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

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

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

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

Ramsey County, Minnesota.

(Abstract)

EXHIBIT B TO LIFT STATION UTILITY EASEMENT

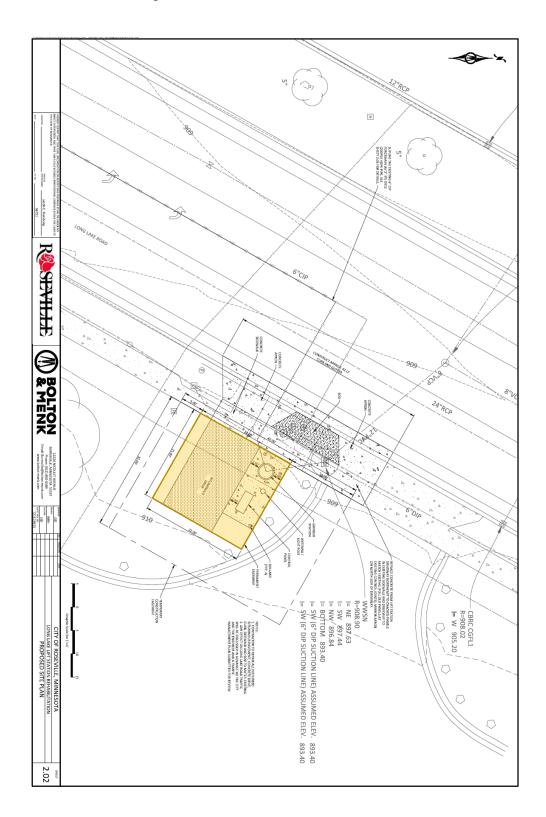
<u>Legal Description of the Lift Station Easement Area</u>

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

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

EXHIBIT C TO LIFT STATION UTILITY EASEMENT

Depiction of the Lift Station Easement Area



TEMPORARY CONSTRUCTION EASEMENT

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

Recitals

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

Terms of Temporary Construction Easement

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

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

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

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

- 4. <u>Warranty of Title</u>. Grantor warrants that it is the fee owner of the Property and has the right, title, and capacity to convey to Grantee the easement herein subject to the rights of the mortgagee under the mortgage recorded against the property.
- 5. <u>Environmental Matters</u>. Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorneys' fees, or losses resulting from any claims, actions, suits, or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement Area or the Property prior to the date of this Instrument.
- 6. <u>Damage, Liens and Indemnity</u>. Grantee is responsible for payment for all inspections, tests, surveys, engineering reports and any other work performed by Grantee or at Grantee's request in, under or on the Easement Area (the "Work"), and shall pay for any damage that occurs to the Property or Easement Area as a result of such Work or as a result of the use or maintenance of the lift station facilities. Grantee shall not permit claims or liens of any kind against the Property for Work performed on the Property by Grantee or at Grantee's request. Grantee hereby indemnifies, protects and holds Grantor harmless from and against any liability, damage, cost or expense incurred by Grantor and caused by any such Work, claim, or lien, or the use and maintenance of the lift station facilities. This indemnity includes Grantor's right to recover all costs and expenses incurred by Grantor to defend against any such liability, damage, cost or expense, or to enforce these provisions, including Grantor's reasonable attorney and legal fees. The provisions of this paragraph shall survive the termination of the easement.
- 7. <u>Binding Effect</u>. The terms and conditions of this Instrument shall run with the land and be binding on Grantor, its successors and assigns.
- 8. <u>Term.</u> The Easement granted herein shall expire on July 21, 2024.

STATE DEED TAX DUE HEREON: NONE

[Signatures on following page.]

Dated this	day of	, 2023.	
GRANTOR:		LLR INVESTMENTS, LLC a Minnesota limited liability company	
		By: Allen T. Ofstehage Its: President and Chief Manager	
STATE OF N	MINNESOTA)) ss.	
COUNTY O	F	_)	
	, 2023, by	ament was acknowledged before me this days allen T. Ofstehage, the President and Chief Manager of a limited liability company, on behalf of said company.	
		Notary Public	
NOTADV CT	LAMD OD SEVI		

NOTARY STAMP OR SEAL

THIS INSTRUMENT DRAFTED BY:

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

EXHIBIT A TO TEMPORARY CONSTRUCTION EASEMENT

Legal Description of the Property

Parcel A

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

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

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

Ramsey County, Minnesota.

(Abstract)

EXHIBIT B TO TEMPORARY CONSTRUCTION EASEMENT

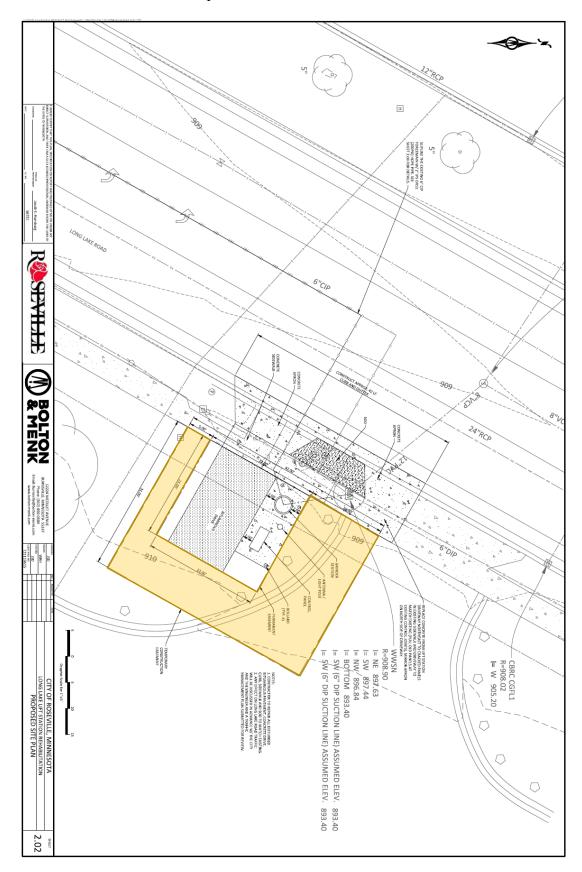
Legal Description of the Easement Area

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

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

EXHIBIT C TO TEMPORARY CONSTRUCTION EASEMENT

Depiction of the Easement Area



MORTGAGEE CONSENT TO LIFT STATION EASEMENT AGREEMENT

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

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

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

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

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

Ramsey County, Minnesota.

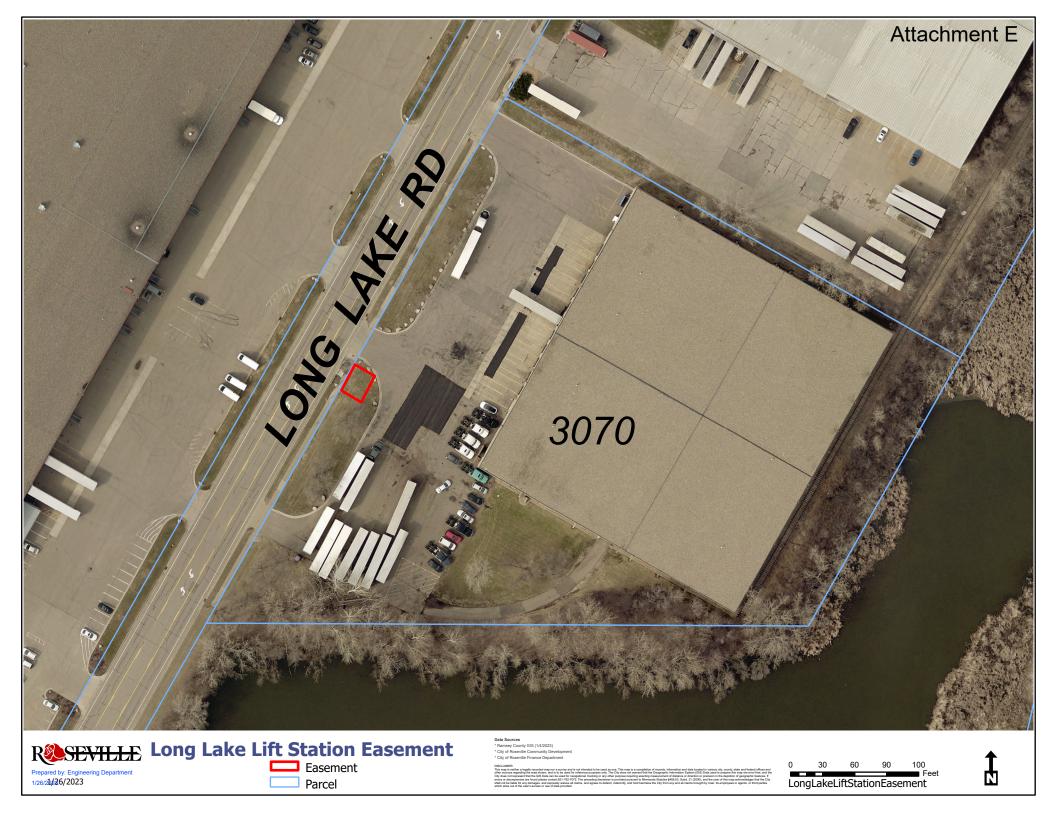
(Abstract)

(Parcel No. 05-29-23-12-0006)
consents to the attached LIFT STATION EASEMENT AGREEMENT (or, if recorded separately,
the LIFT STATION EASEMENT AGREEMENT dated, recorded
, in the office of the Ramsey County Recorder as Document No.
), and agrees to hold and convey its interest in the property subject to the
LIFT STATION EASEMENT AGREEMENT.
[The rest of this page left intentionally blank; signature follows on next page]

Dated:	, 2023.	
		First Resource Bank A state chartered bank
		By:
		Its:
State of)) SS.)	
The foregoing in ,20	strument was 023, by	acknowledged before me this day of, the of First Resource Bank, a state chartered bank,
on behalf of the bank.		of First Resource Bank, a state chartered bank,
NOTARY STAMP OR SEAR		
		Notary Public Commission Expires:
THIS INSTRUMENT DRA	AFTED BY:	

Kennedy & Graven, Chartered 150 South Fifth Street, Suite 700 Minneapolis, MN 55402

(612) 337-9300



REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval

Aleccal

Item Description: Consider Awarding Contract for DEI Training

BACKGROUND

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

10 11

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

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

14

Managers/Supervisors/Department Heads – to attend two sessions in August and September 2023
 Topics – Leading a Diverse Team & Creating a Culture of Belonging

18 De

17

19 20

21

31

33

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

Topics – Courageous Conversations and Managing Conflict through a Diversity Lens

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects work related to the City's Racial Equity 22 Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability 23 of success is not based on race or ethnicity. The actions of government at the federal ,state, and local level 24 have created racial disparities that continue to harm our community. Rectifying these disparities is critical 25 to the development of a vibrant community and a high quality of life for all residents. All city departments 26 will prioritize racial equity in their planning, deliver, and evaluation of programs, policies and services. 27 The City of Roseville is committed to taking tangbile steps to normalize, organize and operationalize racial 28 equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more 29 equitable community. 30

RACIAL EQUITY IMPACT SUMMARY

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

BUDGET IMPLICATIONS

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

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

37 STAFF RECOMMENDATION

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

43 REQUESTED COUNCIL ACTION

46

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

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





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

About Catch Your Dream Consulting Our Approach

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

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

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

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

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

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







Donte Curtis is the Founder/Lead Consultant of Catch Your Dream Consulting where he keynotes, facilitates and leads workshops with teams, and organizations, nationwide, on leadership development,racial equity, anti racism, and supports them to create practical change. Donte currently serves on the Board of Directors at Social Enterprise Alliance Twin Cities and is a member of the Program Investment Committee at Youthprise. With over 14 years of facilitation and speaking experience, Donte is adept at fostering the collective wisdom in the room and

engaging teams in multiple ways. Probably one of the most energetic people you will ever meet, Donte lives a life that is dedicated to leadership, social justice and liberation. Donte resides in Saint Paul with his Wife, Rachel and two dogs, King and Moose.

Donte Curtis' qualifications include:

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



Jillian Gross Fortgang has a PhD in Higher Education with a concentration in organizational behavior and management, a Masters in Nonprofit Leadership, is a certified coach through the Academy of Creative Coaching, and an apprentice with Racial Justice from the Heart. I have worked with individuals and organizations in the nonprofit, education, and public sectors to co-create a path that keeps her partners focused initiating and sustaining transformational change. Currently, I

live in Minneapolis with my spouse and our delightful rescue dog, Lettuce. I love to share the story behind our dog's name, so be sure to ask!





Scope of Work

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

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

More Info on 3 workshops Offerings

Foundational of DEIB/Language

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

Culture of Belonging Workshop

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





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

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

Conflict and Courageous Conversations Workshop

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

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

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





Budget/Estimate for Proposed Work

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

These prices include preparation, workshops delivery, materials, check ins with lead contact,

wellness fee and expertise

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

Important Note

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





Payment Schedule

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

\$17,500 - Signing of contract

\$8,750 - Mid way point

\$8,750 - Completion of contract

Timeline

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

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





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

Some Current and Past Partners (AKA clients)

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





References

Margie Andreason - mandreason@nwaf.org

Diversity and Inclusion Officer, Northwest Area Foundation

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

Karmit Bulman - kbulman@mavanetwork.org

Executive Director, Minnesota Association for Volunteer Administration (MAVA)

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

Kris Kewitsch - kris@smartgivers.org

Executive Director, Charities Review Council

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

Alicia Sandness - sandness@inclusivechildcare.org

Human Resource Manager, Center for Inclusive Childcare

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

Kim Bailey - Kim.Bailey@co.ramsey.mn.us

DIOD Program Support (HR), Ramsey County, MN

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

You can find more testimonials/recommendations here: www.facebook.com/catchyourdream.dcurtis





Contact

Donte Curtis

<u>Donte@catchyourdreamconsulting.com</u>
8327034543
Catch Your Dream Consulting

<u>www.catchyourdreamconsulting.com</u>

Thank you for your consideration

CITY OF ROSEVILLE PROFESSIONAL SERVICES AGREEMENT

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

- 1. Scope of Work. The Contractor agrees to provide the professional services described in Exhibit A ("Work") which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.
- 2. Term and Termination. The term of this Agreement will commence on March 7, 2023 Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2023, or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.
- **3. Compensation for Work**. The City agrees to compensate Contractor the in accordance with **Exhibit B** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.
- **4. Method of Payment**. Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
 - a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
 - b. Upon request of the City, Contractor must also provide the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
 - c. A statement dated and signed by the Contractor: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."
- **5. Representatives and Notices**: The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination

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

To City: To Contractor:

City of Roseville

2660 Civic Center Drive

Roseville, MN 55113

Catch Your Dreams Consulting
1170 Cushing Circle #334

Saint Paul, MN 55108

Attn: Rebecca Olson, Asst. City Mgr. Attn: Donte Curtis

- **6. Assignment or Subcontracting**. The Contractor shall not assign or enter into subcontracts for services provided under this Agreement without the written consent of the City. If subcontracts are approved and entered into, the Contractor shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Contractor shall otherwise comply with, the State Prompt Payment Act.
- 7. Independent Contractor. All Work provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Work pursuant to this Agreement, shall not be considered employees of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated herein.
- **8. Annual Review**. Following the anniversary date of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Contractor under this Agreement. The Contractor agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the Parties shall, if requested by the City, meet and discuss the performance of the Contractor relative to the remaining Work to be performed by the Contractor under this Agreement.
- **9. Compliance with Laws and Regulations**. The Contractor shall comply with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work.
- 10. Non-Discrimination. During the performance of this Agreement, the Contractor shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Contractor shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Contractor shall incorporate the foregoing requirements in all of its subcontracts for Work done under this Agreement and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Contractor further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.

- 11. Data Practices Act Compliance. Contractor acknowledges that all data provided, produced, or obtained under this Agreement shall be protected, maintained, and administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 (the "Act"), and that with regard to such data Contractor must comply with the Act as if it were a government entity. Contractor will immediately report to the City any requests from third Parties for information relating to this Agreement.
- **12. Audit Disclosure**. Under Minn. Stat. § 16C.05, subd. 5, Contractor's books, records, documents, and accounting procedures and practices relevant to this Agreement, including books and records of any approved subcontractors, are subject to examination by the City and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years after the termination of this Agreement.
- 13. Indemnification. The Contractor agrees to defend, indemnify and hold the City, and its mayor, councilmembers, officers, agents, employees, and representatives harmless from and against all liability, claims, damages, costs, judgments, losses and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from any negligent or wrongful act or omission of the Contractor, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work. Nothing herein shall be construed as a limitation on or waiver of any immunities or limitations on liability available to the City under Minnesota Statutes, Chapter 466, or other law.
- **14. Insurance**. Prior to starting the Work and during the full term of this Agreement, the Contractor shall procure and maintain insurance Contractor shall obtain, at Contractor's expense, as follows:
 - a. Workers Compensation insurance in accordance with Minnesota law;
 - b. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
 - c. Insurance must be on an "occurrence" basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.
 - d. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
 - e. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents

- evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.
- 15. Ownership of Documents. All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement (the "Information") shall become the property of the City, but the Contractor may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Contractor for such use. The Contractor shall not use or disclose the Information for purposes other than performing the Work contemplated by this Agreement without the prior consent of the City.
- **16. Conflicts**. No salaried officer or employee of the City and no member of the City Council of the City shall have a financial interest, direct or indirect, in this Agreement. The violation of this provision shall render this Agreement void.
- 17. Waiver. Any waiver by either Party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either Parties' ability to enforce a subsequent breach.
- **18.** Governing Law. This Agreement shall be controlled by the laws of the State of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the Parties waive any objections to jurisdiction.
- **19. Counterparts**. This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
- **20. Severability**. The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision shall not affect the remaining provisions of this Agreement.
- 21. Entire Agreement. Unless stated otherwise in this, the entire agreement of the Parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the Parties relating to the subject matter hereof as well as any previous agreements presently in effect between the Parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the Parties, unless otherwise provided herein.

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

CITY OF ROSEVILLE	[CONSULTANT] - Catch Your Dream Consult
By:	By: Donte Cutis Dont from
Mayor	Its: President
	3-2-2023
By:	By:
City Manager	Its:

EXHIBIT A

WORK

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

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

EXHIBIT B

COMPENSATION

The pay schedule will be:

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

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

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

There will be no additional expenses eligible for reimbursement.

REQUEST FOR COUNCIL ACTION

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

Department Approval

City Manager Approval

8050

Item Description: Consider Acceptance of HOME-ARP grant funds for homeless outreach and

support

BACKGROUND

2 The Roseville Police Department (RPD) requests the Council consider acceptance of HOME-ARP funds

- awarded to the Roseville Police Department (RPD) for continuance of our homeless outreach efforts through
- 4 our embedded housing navigator.
- In 2021, the Roseville Police Department applied for and was selected as a host site for a Housing Resource
- 6 Navigator through AmeriCorps. The outreach worker was embedded in the RPD Community Action Team
- and supported individuals and families experiencing homelessness navigating resources to secure safe and
- 8 stable housing. The navigator assessed individuals' unique needs to remove barriers to long term stable
- 9 housing. The position was instrumental in helping members of the community overcome systematic inequities
- related to safe and stable housing. The position furthered the Roseville Police Department's mission to
- provide public safety services for the City of Roseville.
- In 2022, the Roseville City Council approved RPD's request to apply for grant funds through Ramsey County
- 13 Community Development Block Grant/ Home Investment Partnership Program (CDBG). Grant funding was
- approved, but RPD was alerted it would take several months for the funds to be accessible. On July 25, 2022,
- the Council approved making the AmeriCorps position a full-time city position and using existing budget
- funding to bridge the gap until the grant dollars could be expended.
- 17 Through the HOME-ARP grant, RPD was awarded a total of \$112,900 (\$92,000 for personnel costs and
- \$20,000 for operating costs). The personnel funds will cover the salary and benefits of the current embedded
- housing navigator. The operating costs will be used to help individuals and families with immediate needs
- 20 related to housing instability or homelessness (e.g. food, medicine, temporary housing, and transportation,
- 21 etc.).

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- There is no city match or requirement for the position to be extended after the end of the grant cycle (first
- quarter, 2024). RPD continues to explore county, state and federal grants including additional CDBG funds
- 24 to help fund the position and outreach efforts beyond the current one year grant cycle. The agreement has
- been reviewed by the City Attorney.

POLICY OBJECTIVE

- 27 The Roseville Police Department seeks to continue and expand the services available to individuals and
- families experiencing homelessness or housing instability. Continuing these services advances the City's
- community aspiration of Secure in our diverse and quality housing and neighborhoods.

RACIAL EQUITY IMPACT SUMMARY

- 31 BIPOC communities across the country are disproportionately impacted by homelessness due to structural
- racism and disparities in access to health care, economic opportunities, housing, and education. Roseville is

- not immune from these disparities. This initiative seeks to disrupt the disparities that exist by expanding
- housing services available to those who are experiencing homelessness or housing instability.

35 STAFF RECOMMENDATION

- 36 Staff recommends Council approve entering into an agreement and accepting grant funding from Ramsey
- 37 County Housing and Redevelopment Authority to provide homelessness assistance. The HOME-ARP grant
- will provide continued funding and expand services provided by the RPD embedded housing outreach
- 39 worker.

40

REQUESTED COUNCIL ACTION

- Approve entering into an agreement and accepting grant funding from Ramsey County Housing and
- Redevelopment Authority to provide homelessness assistance.

Prepared by: Erika Scheider, Chief of Police Attachments: A: HOME-ARP Grant Agreement

B. Resolution

HOME-ARP GRANT AGREEMENT

BETWEEN RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY AND CITY OF ROSEVILLE

	This HOME-ARP Grant Agreement ("Agreement") is made and entered into this
day of	, 2023, by and between Ramsey County, a political subdivision of the
State o	f Minnesota ("Authority"), and the City of Roseville, a Minnesota municipal corporation,
2660 C	ivic Center Drive, Roseville, MN 55113, as the Grantee ("Grantee").

RECITALS

- 1. On March 11, 2021, in response to the negative economic impacts of the COVID-19 public health emergency, the American Rescue Plan Act of 2021 (Pub. L. No. 117-2, 135 Stat. 4) ("ARPA") was signed into law providing federal funding relief for American workers, families, industries, and state and local governments; and
- 2. To address the need for homelessness assistance and supportive services, Congress appropriated \$5 billion in ARPA funds for the HOME-ARP program ("HOME-ARP") to be administered through the HOME Investment Partnerships Program ("HOME") to perform four activities that must primarily benefit qualifying individuals and families who are homeless, at risk of homelessness, or in other vulnerable populations. HOME-ARP funds are to be used for activities that include: (1) development and support of affordable housing, (2) tenant-based rental assistance, (3) provision of supportive services; and (4) acquisition and development of non-congregate shelter units ("Eligible Activities"); and
- 3. ARPA authorized the U.S. Department of Housing and Urban Development ("HUD") to allocate HOME-ARP funds to states, units of general local government, insular areas, and consortia of units of general local government that qualified for an allocation of HOME funds in Fiscal Year 2021, pursuant to section 217 of the Cranston-Gonzalez National Affordable Housing Act of 1990, as amended (42 U.S.C. 12701 et seq.) On April 8, 2021, HUD allocated HOME-ARP funds to 651 grantees using the HOME formula established at 24 CFR 92.50 and 92.60; and
- 4. Pursuant to ARPA and guidance provided by the Community Planning and Development Notice entitled "Requirement for the Use of Funds in the HOME-American Rescue Plan Program ("HOME-ARP Notice"), HUD waived or specified alternative requirements for the HOME-ARP program; and
- 5. The Authority is the recipient of a one-time HOME-ARP grant in the amount of \$2,041,729 through the Dakota County HOME Consortium ("Consortium"). The Consortium is the "participating jurisdiction" for Authority's receipt of HOME funds, and the Consolidated Plan, required by HUD, guides the investment of entitlement HOME Funds over a five-year period.

The Consolidated Plan is designed to help states and local jurisdictions assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The Consolidated Plan is carried out through the Authority's 2022-2023 Annual Action Plan/Proposed Use of Funds; and

- 6. The HOME-ARP program authorizes the Authority to expend HOME-ARP Funds awarded to the Authority for Eligible Activities, including affordable housing and supportive services; and
- 7. Authority issued a competitive solicitation for developers and property owners to apply for HOME-ARP Funds to support projects developing long-term, deeply affordable housing units; and
- 8. Ramsey County has a large and documented need for affordable housing, especially for households earning less than 30% of the area median income ("AMI"), as determined by the United States Department of Housing and Urban Development ("HUD"), with adjustments for family size. According to the County's Economic Competitiveness and Inclusion ("ECI") Plan, the County has a deficit of 15,000 units affordable to those at 30% AMI or below. The lack of affordable housing supply leads to greater housing instability for residents and exacerbates the County's ongoing homelessness crisis; and
- 9. Projects recommended for funding in HUD's Fiscal Year 2022 are consistent with the current Consolidated Plan and the County's ECI Plan; and
- 10. On May 10, 2022, the Ramsey Cunty Housing and Redevelopment Board obligated \$2,041,729 in HOME-ARP Funds towards affordable housing and supportive services by Resolution No. H2022-007; and
- 11. The Authority desires to have certain work or services performed by Grantee as described within this Agreement, and as authorized by Resolutions of the Authority's Board for the purpose of implementing Eligible Activities under HOME-ARP and HUD regulations; and
- 12. It is appropriate and mutually desirable that Grantee be designated by the Authority to undertake such Eligible Activities, so long as the requirements of HOME-ARP, HUD regulations, state law, and local law are adhered to, as provided for in this Agreement; and
- 13. The purpose of this Agreement is to provide for cooperation between the Authority and Grantee, as the parties in this Agreement, in implementing such Eligible Activities in the manner described in these Recitals and as provided below; and
- 14. The Authority and Grantee desire to enter into this Agreement based on Grantee's application, which is on file with the Authority ("Application"), by which Grantee will receive HOME-ARP funds in the amount of \$112,900.00; and
- 15. The parties are authorized and empowered to enter into this Agreement by the Laws of the State of Minnesota.

NOW THEREFORE, in consideration of the promises and mutual covenants and undertakings set forth in this Agreement, the Authority and Grantee agree as follows:

ARTICLE 1 DEFINITIONS

The following terms when used in this Agreement will, except where the context otherwise requires, have the following meanings.

"Agreement" means this Grant Agreement, as the same may be amended from time to time pursuant to its terms.

"Grant" means the grant of HOME-ARP funds made to the Grantee pursuant to the Agreement in the aggregate principal amount up to \$112,900.00.

"HOME-ARP Regulations" means Title 24, Part 92 of the Code of Federal Regulations, as amended from time to time, that are applicable to HOME, as revised for HOME-ARP in the Appendix of the HOME-ARP Notice.

"Project" means the assistance provided by Grantee to a qualifying individual or family as described in **Exhibit A** of this Agreement, which includes the Project description and budget.

"Project Completion" means the final drawdown of HOME-ARP funds has been disbursed by Authority for the Project and all activities are completed in HUD's Integrated Disbursement and Information System (IDIS).

ARTICLE 2 TERMS OF GRANT, USE, AND DISBURSEMENT OF HOME-ARP FUNDS

Section 2.1 Grant Amount and Grant Term. Subject to the terms and conditions set forth in this Agreement, the Authority agrees to make the funds available pursuant to the HOME-ARP Program to make the Grant to the Grantee in an aggregate principal amount up to One Hundred Twelve Thousand and Nine Hundred 00/100 Dollars (\$112,900.00) to finance the Project as further described in this Agreement. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **December 31, 2023**, unless extended in writing by Authority ("End Date").

Section 2.2 <u>Use of Funds</u>. The Grantee will use proceeds of the Grant strictly for the uses identified in <u>Exhibit A</u>. Exhibit A lists the tasks to be performed with respect to the Project, together with a budget for the completion of such tasks. The Grantee will not use or permit proceeds to be used for any other purpose or in any other manner. The failure to use the HOME-ARP funds in compliance with the Use of Funds Statement set forth in Exhibit A will constitute a material failure of the terms of this Agreement.

Section 2.3 <u>Program Income.</u> Program income will be remitted to the Authority to be used in accordance with the requirements of HOME-ARP.

- **Section 2.4** <u>Documents Delivered with Agreement.</u> Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.
 - A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
 - B. Certificate of an authorized member of Grantee with Resolution of Grantee authorizing the execution and delivery of this Agreement and any other documents described in this Agreement.
 - C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions as set forth in **Exhibit C**.

Section 2.5 <u>Disbursement of Funds</u>. The Authority will disburse HOMR-ARP funds in response to written reimbursement requests ("Reimbursement Requests") submitted to the Authority by the Grantee upon forms provided by the Authority. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, the Authority will disburse the requested amount to the Grantee within thirty-five (35) days after receipt of each Reimbursement Request. The Authority will have no obligation to disburse any of these funds if, at the time of disbursement, Grantee is in default under any of the terms of this Agreement.

Section 2.6 <u>Unused Funds</u>. Upon the earlier of (a) Project Completion; (b) the End Date; or (c) the termination of this Agreement, any HOME-ARP funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by the Authority, at the Authority's sole discretion.

ARTICLE 3 GRANTEE REPRESENTATIONS AND WARRANTIES

Section 3.1 Grantee represents and warrants to the Lender that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement.
- B. The execution and delivery of and the performance by the Grantee of its obligations under this Agreement, do not and will not violate or conflict with any provision of law and do not and will not violate or conflict with, or cause any default or event of default to occur under, any agreement binding upon the Grantee.
- C. The Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to the work that is the subject of this Agreement and will continue to comply throughout the terms of this Agreement. If at any time the Grantee receives notice of noncompliance from any governmental entity, the Grantee agrees to take any necessary

action to comply with the state or federal law in question.

- **Section 3.2** <u>Project Site Acknowledgements</u>. The Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority in promotional materials, press releases, reports and publications relating to the Project activities that are funded in whole or in part with the HOME-ARP funds.
- **Section 3.3** <u>Assignment</u>. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of the Authority. Any non-approved transfer, assignment or conveyance shall be void.

ARTICLE 4 DEFAULT AND REMEDIES; ENFORCEMENT OF AGREEMENT

Section 4.1 Event of Default. Any and all of the following events shall constitute an "Event of Default" under this Agreement:

- A. If Grantee makes a general assignment for the benefit of creditors, admits in writing its inability to pay its debts generally as they mature, files a petition in bankruptcy or a petition or answer seeking a reorganization, arrangement with creditors or other similar relief under the federal bankruptcy laws or under any other applicable law of the United States of America or any State, consents to the appointment of a trustee or receiver for Grantee or for its property, or is adjudged as bankrupt on an involuntary petition in bankruptcy, or takes any action for the purpose of effecting or consenting to any of this paragraph 4.01.
- B. If an order, judgment, or decree will be entered appointing, without Grantee's consent, a trustee for Grantee, or a substantial part of its property, or approving a petition filed against Grantee seeking a reorganization, arrangement with creditors, or other similar relief under the federal bankruptcy laws, or under any other applicable law of the United States of America or any State, and such order, judgment, or decree will not be vacated or set aside or stayed within sixty (60) days from the date of entry of such order, judgment, or decree.
- C. If, without the written consent of the Authority, Grantee's interest in the Project or this Agreement is sold, assigned, transferred, or otherwise conveyed, whether voluntary, involuntary or by operation of the law.
- D. Grantee uses any portion of the HOME-ARP funds for purposes other than specified in this Agreement.
- E. Grantee breaches or fails to comply with any of the terms, conditions, requirements, representations, warranties, or provisions contained in its Application, this Agreement, and any other Authority document.
- F. Any of the information, documentation, or representations that Grantee supplied to the Authority in its Application, this Agreement, or any other Authority document to induce the Authority to make the Grant is determined to be false, untrue, or misleading in any

material manner.

Section 4.2 Remedies. Upon the occurrence of any breach or Event of Default, the Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, the Authority may: (a) refrain from disbursing any further HOME-ARP funds; (b) demand that any amount of HOME-ARP funds already disbursed to Grantee be immediately returned to the Authority, and upon such demand, Grantee shall immediately return such proceeds to the Authority; (c) take any action provided for in law to enforce compliance by the Grantee with the terms of this Agreement; (d) terminate this Agreement by written notice; and (e) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.3 Authority's Costs of Enforcement of Agreement. If any breach or Event of Default has occurred as provided herein, then upon demand by the Authority, the Grantee shall pay or reimburse the Authority for all expenses, including all attorneys' fees and expenses incurred by the Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of the Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.4 No Remedy Exclusive. No remedy herein conferred upon or reserved to the Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.5 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by the Grantee and thereafter waived by the Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5 PROJECT REQUIREMENTS

Section 5.1 The Project will meet all requirements of 24 CFR 92, unless specifically otherwise stated in the HOME-ARP Notice, including, without limitation, those listed in **Exhibit B** and as indicated below:

- A. Grantee must have procedures in place for collecting income eligibility information from clients so that accurate documentation and current records can be maintained. Authority will review and approve these procedures in advance of the first disbursement of HOME-ARP funds.
- B. Grantee must develop, implement, and maintain written procedures to require that all records containing personally identifying information of any individual or family who applies for and or receives HOME-ARP assistance will be kept secure and confidential.

ARTICLE 6 RECORDS AND REPORTS

- **Section 6.1** Records. The Grantee will maintain records sufficient to meet the requirements of 24 CFR 92.504, except as waived to the extent that they conflict with the alternative confidentiality requirements provided in the Appendix of the HOME-ARP Notice. All records and reports required in this Agreement will be retained and made accessible as provided in 24 CFR 92.508(c) and (d) as revised by the HOME-ARP Notice.
- **Section 6.2** Retention. All original records pertinent to this Agreement will be retained by the Grantee for five (5) years following the date of termination of this Agreement or of submission of the final close out report, whichever is later, with the following exceptions:
 - A. If any litigation, claim, or audit is started before the expiration of the five (5) year period and extends beyond the five (5) year period, the records will be maintained until all litigation, claims, or audit findings involving the records have been resolved;
 - B. Records for the disposition of non-expendable personal property valued at \$1000 or more at the time of acquisition will be retained for five (5) years after final disposition;
- **Section 6.3** All records will be sufficient to determine compliance with the requirements and objectives of the applicable federal laws and regulations described in $\underline{\textbf{Exhibit B}}$ and all other applicable laws and regulations.
- **Section 6.4** <u>Inspection and Access</u>. The Grantee, its employees, and agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, will allow access to its records at reasonable time to the Authority, its employees and agents, and to HUD. "Reasonable" will be construed according to the circumstances, but ordinarily will mean during normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. The term "agents" will include, but is not limited to, auditors retained by the Authority.
- **Section 6.5** <u>Quarterly Reports.</u> The Grantee will provide the Authority with quarterly reports utilizing forms provided by the Authority. The Grantee will comply with any additional reporting requirements contained in 24 CFR Part 92.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

Section 7.1 <u>Insurance</u>. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by the Grantee or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to the Authority throughout the term of this Agreement.

A. Commercial General Liability Insurance. The policy will be written on an occurrence basis using ISO form CG 00 01 or its equivalent. Coverage shall include contractual liability and XCU. Grantee is required to add the Authority, Ramsey County, their officials, employees, volunteers, and agents as Additional Insured to the Grantee's Commercial General Liability and Umbrella policies with respect to liabilities caused in whole or part by Grantee's acts or omissions, or the acts or omissions of those acting on Grantee's behalf in the performance of the ongoing operations, services and completed operations of the Grantee under this Agreement. The coverage provided shall be primary and non-contributory, and in the following amounts:

\$ 500,000 per claim \$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 products/completed operations total limit \$1,500,000 personal injury and advertising liability

- B. <u>Automobile Insurance</u>. Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. <u>Workers' Compensation and Employers' Liability</u>. Workers' Compensation as required by Minnesota Statutes.
- D. <u>Property Insurance</u>. Grantee will secure property insurance on a replacement cost, all risk basis for both real and personal property. The policy will include business interruption and extra expense coverages. The Authority and Ramsey County will be added to the policy as lender as its interest may appear.
- E. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to the Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.

F. Nothing in this Agreement shall constitute a waiver by the Authority or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 7.2 Hold Harmless and Indemnification.

- A. Grantee agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of this Grant Agreement.
- B. Grantee agrees to hold harmless and defend Authority, its officials, officers, employees, agents, representatives, customers, or invitees against any and all claims, lawsuits, damages, or lawsuits for damages arising from the Project, including but not limited to Grantee's negligent acts, failures to act, or failures to perform its obligations under this Grant Agreement, and to pay the costs of and/or reimburse Authority, its officials, officers, employees, agents, representatives, customers, or invitees for any and all liability, costs, and expenses (including without limitation reasonable attorneys' fees and costs) incurred in connection with such negligent acts or failures by Grantee. The Authority is required to promptly notify Grantee of any claim made for any such damage or loss and afford Grantee and its counsel the opportunity to contest, compromise, or settle such claim.
- C. Nothing in this Grant Agreement will constitute a waiver by the Authority or the Grantee of any statutory limits or exceptions on liability.

ARTICLE 8 CONFLICT OF INTEREST

Section 8.1 Conflict of Interest Provisions. In the procurement of labor, supplies, equipment, construction, and services by the Grantee or by any subcontractor, the conflict-of-interest provisions in CFR Part 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (OMB SuperCircular) listed in **Exhibit B** will be adhered to, to the extent applicable.

Section 8.2 No Conflict. No person who is an employee, agent, consultant, officer, or elected official or appointed official of the Authority, or of any designated public agencies, or subcontractors which are receiving HOME-ARP funds or who exercise or have exercised any functions or responsibilities with respect to HOME-ARP activities or who are in a position to participate in a decision making process or gain inside information with regard to such activities, may obtain a personal or financial interest or benefit from the activity, or have an interest in any contract, subcontract, or agreement with respect thereto, or the proceeds thereunder, either for themselves or those with whom they have family or business ties during their tenure or for one year thereafter.

Section 8.3 Exception. Upon the written request of the Grantee, a HUD grant may be an exception to the provisions of Section 9.1 of this Agreement on a case-by-case basis, if the Authority determines that such an exception will serve to further the purpose of the HOME-ARP

Program and the effective and efficient administration of the Grantee's Project and if the Authority's auditor ("Auditor") permits such expenditure.

ARTICLE 9 FEDERAL PROGRAM REQUIREMENTS

Grantee will carry out each activity in compliance with all applicable federal laws and regulations, including but not limited to those described in **Exhibit B**.

ARTICLE 10 OTHER AUTHORITY REQUIREMENTS

<u>Disallowed Expenditures</u>. Grantee will return to the Authority within fifteen (15) days of demand all proceeds of the Grant expended for disallowed expenditures as determined by the Auditor in accordance with this Agreement, which disallowed expenditures are described as follows:

- A. "Bad Debts" losses arising from un-collectable accounts and other claims, and related costs;
- B. "Contingencies" contributions to a contingency reserve or any similar provision for unforeseen events;
- C. "Contributions or Donations" contributions and donations;
- D. "Entertainment" costs of amusements, social activities, and incidental costs relating thereto, such as meals, beverages, lodgings, rentals, transportation, and gratuities;
- E. "Fines and Penalties" costs, including late charges, resulting from violations of, or failure to comply with, federal, state, and local laws and regulations;
- F. "Governor's Expenses" salaries and expenses of the Office of the Governor of a state or the chief executive of a political subdivision, municipality, or body politic and corporate;
- G. "Legislative Expenses" salaries and other expenses of the State Legislature or similar local governmental bodies such as county supervisors, city councils, school boards, etc., whether incurred for purposes of legislation or executive direction;
- H. "Interest and Other Financial Costs" interest on borrowings (however represented), bond discounts, costs of financing and refinancing operations, and legal and professional fees paid in connection therewith; and
- I. Any other disallowed expenditures set forth in 24 CFR 92.14 as amended from time to time.

ARTICLE 11 MISCELLANEOUS

Section 11.1 Amendments. This Agreement represents the entire agreement between the Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. The Authority and the Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of the Authority and the Grantee.

Section 11.2 Equal Opportunity and Non-discrimination. Grantee will Comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 11.3 <u>Conflict of Interest</u>. The members, officers and employees of the Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 11.4 <u>Severability</u>. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 11.5 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 11.06 <u>Notices</u>. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To the Authority:

Ramsey County Housing and Redevelopment Authority Office of the County Manager 250 Courthouse 15 West Kellogg Blvd. St. Paul, MN 55102

With a courtesy copy to: Ramsey County Attorney's Office, Civil Division ATTN: HRA Attorney 121 Seventh Place East, Suite 4500 St. Paul, MN 55101

To Grantee:

City of Roseville 2660 Civic Center Drive Roseville, MN 55113 Attn: Sarah Mahmud

or at such other address that Grantee may, from time to time, designate in writing. Mailed notices shall be deemed duly delivered two (2) business days after the date of mailing.

Section 11.7 <u>Warranty of Legal Capacity</u>. The individuals signing this Agreement on behalf of the Grantee and on behalf of the Authority represent and warrant on the Grantee's and the Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on the Grantee's and the Authority's behalf, respectively and that this Agreement constitutes the Grantee's and the Authority's valid, binding and enforceable agreements.

Section 11.8 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.9 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 11.10 <u>Data Practices</u>. All data collected, created, received, maintained or disseminated for any purpose in the course of the Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 11.11 Final Report. The Grantee agrees to provide the Authority a final report, on such form as provided by the Authority, prior to the Project Completion.

Section 11.12 <u>Incorporation of Recitals and Exhibits</u>. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 11.13 <u>Miscellaneous.</u>

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded the Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the HOME-ARP funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.
- D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the Parties or as constituting the Grantee as the employee of the Authority for any purpose or in any manner whatsoever. The Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of the Authority.

Section 11.14 <u>HUD Approval; Termination for Discontinues or Disallowed Funding</u>. It is expressly understood between the parties that this Agreement is contingent upon the approval of HUD and its authorization of grant monies to the Authority for the purpose of this Agreement. If HUD discontinues or disallows funding to the Authority for the purpose of this Agreement, the Authority may terminate or suspend this Agreement. The Authority must provide notice to the Grantee as provided in Section 12.06 of this Agreement. The Grantee will be entitled to payment for Eligible Activities incurred prior to the date of the notice for termination based on discontinued or disallowed funding by HUD.

[Signature pages follow]

GRANTEE'S SIGNATURE PAGE FOR HOME-ARP AGREEMENT

CITY OF ROSEVILLE, a municipal corporation

By:	
Dan Roe, Mayor	
Date:	
_	
By:	
Patrick Trudgeon, City Manager	
Date:	

AUTHORITY'S SIGNATURE PAGE FOR HOME-ARP AGREEMENT

RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY

By:
Ryan T. O'Connor
Ramsey County Manager
Date:
Recommended for Approval:
Community and Economic Development Department
Approved as to form:
Amy K. L. Schmidt
Assistant County Attorney

This Agreement drafted by: Ramsey County Attorney's Office 121 7th Place East, Suite 4500 St. Paul, MN 55101

EXHIBIT A Project Description and Budget

Project:

The Roseville Police Department's public service project includes personnel costs associated with hiring a Housing Navigator and operating supplies such as food consumables, hygiene products, and vouchers for temporary housing stays to support program participants/clients. The Housing Navigator will serve within the Roseville Police Community Action Team (CAT) to create and utilize partnerships and collaborations to further expand housing instability services offered to the community.

Expiration Date / Deadline for Use of HOME-ARP Funds:

The HOME-ARP Funds committed pursuant to this Agreement must be expended for allowable costs of the Project by December 31, 2023, unless extended in writing by Authority. Failure to use the funds by that date will result in the funds reverting to the Authority for reallocation.

Use of HOME-ARP Funds

As described in Article 2 of this Agreement, the HOME-ARP Funds will be used to hire a Housing Navigator and operating supplies and will be expended as follows:

Personnel Costs: \$92,900 Operating Costs: \$20,000

Targeted Population; People Served

The Project will support individuals and families experiencing homelessness in the Roseville community, all of whom may be presumed to meet applicable HUD income guidelines. Activities will meet one of HUD's national objectives, benefiting limited clientele (LMC) as planned activities will exclusively be created to serve persons experiencing homelessness.

Project Schedule

Ramsey County Authority Board approves award and authorizes	May 10, 2022
the execution of related documents	
HOME-ARP Agreement Fully Executed	March 2023
Quarterly Reporting Begins	March 2023 or when first
	billing begins.
All reporting complete	December 31, 2023

Scope of Work

Hiring of a Housing Navigator and provide operating costs

Person Authorized to submit Reimbursement Requests and Monitoring Reports

>Identify the person that will be submitting requests for funds

EXHIBIT B HOME-ARP Regulations and Other Federal Requirements

The following list contains the public laws, executive orders, and other federal requirements which may be applicable to activities funded in whole or in part with HOME-ARP.

Requirements/Regulations	Legal Authority
HOME Investment	24 CFR Part 92
Partnerships Program and	
other program requirements, as	
revised for HOME-ARP in the	
Appendix of the HOME-ARP	
Notice	
Public Records	City, County, State requirements
Uniform Administrative	2 CFR Part 200
Requirements	24 CFR 92.505 as revised in the Appendix of
	the HOME-ARP Notice
Audit Requirements	2 CFR Part 200, Subpart F
	24 CFR 92.506
Non-Discrimination in	Title VI of the Civil Rights Act of 1964 (24
Federally Assisted Programs	CFR Part 1)
	24 CFR 92.350 and 24 CFR 92.351
	Title 41 Public Contracts and Property
	Management
Discriminatory Conduct Under	Title VI of the Civil Rights Act of 1968, as
the Fair Housing Act	amended "Fair Housing Act" 42 USC 3601
	24 CFR Part 100
Equal Opportunity in Housing	Executive Order 11063
	24 CFR Part 107
Equal Participation of Faith-	Executive Order 13279, as amended by
Based Organizations	Executive Order 13559
Non-Discrimination Based on	Subtitle A, Title II, American with
Age or Handicap	Disabilities Act of 1990, Parts 35 & 36
	Age Discrimination Act of 1975, as amended
	(24 CFR Part 146)
	Section 504 of the Rehabilitation Act of 1973
	(24 CFR Part 8)
Employment and Contracting	Section 3 of the Housing and Urban
Opportunities	Development Act of 1968 (24 CFR Part 75)

Minority/Women's Business	Executive Orders 11625; and 12138
Enterprise	24 CFR Part 85, Subpart C, Section 36(e)
Lead Based Paint Poisoning	The Lead-Based Paint Poisoning Prevention
Prevention	Act (42 U.S.C. 4821-4846), the Residential
	Lead-Based Paint Hazard Reduction Act of
	1992 (42 U.S.C. 4851-4856), and
	implementing regulations at 24 CFR Part 35,
	subparts A, B, J, K, M, and R
Violence Against Women Act	24 CFR 5.2005(e) (VAWA)
	24 CFR 92.359
Property Standards	24 CFR 92.251
Labor Standards Provisions	HUD 4010 Federal Labor Standards
Applicable to Contracts	Provisions
Covering Federally Financed	Davis Bacon Act; 29 CFR Parts 1, 3, 5, 6 and
and Assisted Construction	7
	Copeland Anti-Kickback Act
	Contract Hours and Safety Standards Act
	(CWHSSA), 24 CFR 92.354 Relating to
	Construction Contracts
	General Provisions; 24 CFR part 135,
	Volume 1
	Relating to the Use of Volunteers; 24 CFR
	Part 70
	Relating to Down Payment Assistance; 24
	CFR 92.354(a)(2)
	HOME; National Affordable Housing Act of
	1990 (NAHA) Section 286
	Use of Disbarred, Suspended or Ineligible
	Contractors or Subrecipients; 24 CFR Part 24;
	29 CFR 5.12(a)(1)
	Wage Determinations
New Restrictions in Lobbying	24 CFR Part 87
Displacement, Relocation	49 CFR Part 24
Assistance and Real Property	24 CFR Part 42
Acquisition	24 CFR 92.353
National Flood Insurance	Flood Disaster Protection Act of 1973 (42
	USC 4001)
Environmental Review	24 CFR Part 58
	24 CFR 92.352 and 24 CFR 92.354
	National Environmental Policy Act (NEPA)
ACC: A DE L	of 1969
Affirmative Marketing	24 CFR 92.351

EXHIBIT C CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

As required by the Ramsey County Contract Compliance and Debarment Ordinance, the City of Roseville ("Grantee"), certifies that neither it, nor its principals, is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, by any Federal department or agency, or the State of Minnesota or Ramsey County, from participation in the transaction made by the Agreement dated evenly with it ("Agreement") between the Ramsey County Housing and Redevelopment Authority ("Authority") and Grantee.

As a lower tier participant, Grantee agrees that by submitting this certification, it will not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by Authority.

Grantee agrees to provide a list of its contractors hired for the Project to Authority prior to any disbursement of funds under the Agreement and update when needed throughout the Project.

The terms of the Agreement are incorporated into this certification and all capitalized terms in this certification which are defined in the Agreement will have the meanings set forth in the Agreement.

GRANTEE:

Gian (122)
CITY OF ROSEVILLE
By:
Its:

EXTRACT OF MINUTES OF MEETING OF THE CITY COUNCIL OF THE CITY OF ROSEVILLE

* * * * * * * * * * * * * * * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the ____day of _____ 2023, at 6:00 p.m.

The following members were present: , , , , and Mayor . and the following were absent: .

introduced the following resolution and moved its adoption:

Member

Resolution No. XXX

RESOLUTION APPROVING RAMSEY COUNTY HOUSING AND REDEVELOPMENT AUTHORITY GRANT AGREEMENT WITH THE CITY OF ROSEVILLE ON BEHALF OF ITS POLICE DEPARTMENT REGARDING THE HOME-ARP PROGRAM

WHEREAS, the City of Roseville on behalf of its Police Department desires to enter into an Agreement with Ramsey County Housing and Redevelopment Authority to utilize funds appropriated by Congress in ARPA for the HOME-ARP program administered through the HOME Investment Partnerships Program to address the need for homelessness assistance and supportive services in the City of Roseville, Ramsey County, Minnesota.

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

- 1. That the HOME-ARP Grant Agreement by and between Ramsey County acting through its Housing and Redevelopment Authority and the City of Roseville on behalf of its Police Department, are hereby approved. A Copy of the Grant Agreement is attached to this Resolution and made a part of it.
- 2. That the Chief of Police, Erika Scheider, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the Ramsey County Housing and Redevelopment Authority.
- 3. That Dan Roe, the Mayor for the City of Roseville, and Pat Trudgeon, the City Manager, are authorized to sign the HOME-ARP grant agreement.

The motion for the adoption of the foregoing resolution was duly seconded by	y Men	ıber	,
and upon a vote being taken thereon, the following voted in favor thereof:	,	,	,
, and Mayor .			
and the following voted against the same: .			

WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA))
COUNTY OF RAMSEY) SS)
Ramsey, State of Minnesota, foregoing extract of minutes	duly qualified City Manager of the City of Roseville, County of do hereby certify that I have carefully compared the attached and of a regular meeting of said City Council held on the day of original thereof on file in my office.
WITNESS MY HAND offic	ially as such Manager this day of , 2023.
SEAL	
	Patrick J. Trudgeon, City Manager