



## **City Council Agenda**

**Monday, September 19, 2016**  
**City Council Chambers**

*(Times are Approximate – please note that items may be earlier or later than listed on the agenda)*

- 6:00 p.m.     **1. Roll Call**  
                  Voting & Seating Order: Willmus, Laliberte, Etten,  
                  McGehee, and Roe
- 6:02 p.m.     **2. Pledge of Allegiance**
- 6:05 p.m.     **3. Approve Agenda**
- 6:10 p.m.     **4. Public Comment**
- 6:15 p.m.     **5. Council and City Manager Communications, Reports and  
Announcements**
- 6. Recognitions, Donations and Communications**
- 7. Approve Minutes**
- 8. Approve Consent Agenda**
- 9. Consider Items Removed from Consent**
- 10. General Ordinances for Adoption**
- 11. Presentations**
- 12. Public Hearing and Action Consideration**
- 13. Budget Items**
- 14. Business Items (Action Items)**
- 15. Business Items – Presentations/Discussions**
- 6:20 p.m.     a. Approve Resolution Approving the Acquisition of  
                  Easements
- 6:25 p.m.     b. Pet Store Regulation and Licensing Discussion
- 6:55 p.m.     c. Speak Up Roseville Check-In and Discussion
- 7:15 p.m.     d. City Newsletter Discussion
- 7:35 p.m.     e. Adopt an Interim Ordinance Prohibiting Requests for  
                  Residential Minor Subdivisions

7:50 p.m.   **16. City Manager Future Agenda Review**

7:55 p.m.   **17. Councilmember Initiated Items for Future Meetings**

8:00 p.m.   **18. Adjourn Meeting**

*Some Upcoming Public Meetings.....*

Wednesday	Sep 21	6:00 p.m.	Human Rights Commission
Monday	Sep 26	6:30 p.m.	City Council Meeting
Tuesday	Sep 27	6:30 p.m.	Public Works, Environment & Transportation Commission
<b>October</b>			
Tuesday	Oct 4	6:30 p.m.	Parks & Recreation Commission
Wednesday	Oct 5	6:30 p.m.	Planning Commission
Monday	Oct 10	6:00 p.m.	City Council Meeting
Tuesday	Oct 11	6:30 p.m.	Finance Commission
Thursday	Oct 13	6:30 p.m.	Community Engagement Commission
Monday	Oct 17	6:00 p.m.	City Council Meeting
Wednesday	Oct 19	6:00 p.m.	Human Rights Commission

*All meetings at Roseville City Hall, 2660 Civic Center Drive, Roseville, MN unless otherwise noted.*

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

Date: September 19, 2016  
Item No.: 15.a

Department Approval



City Manager Approval



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Item Description: Approve Resolution Approving the Acquisition of Easements

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1 **BACKGROUND**

2 As a part of the Twin Lakes Parkway Phase 3 Project, the City has been working with Ramsey  
3 County on the required geometric improvements at the revised intersection of Fairview Avenue and  
4 Terrace Drive/Twin Lakes Parkway. Discussions with the County ultimately centered around the  
5 lane configuration for Fairview Avenue, whether it should be left as a four lane roadway or restriped  
6 with one lane in each direction with a center left turn lane (three lanes). After some negotiation,  
7 Ramsey County ultimately agreed with the City that Fairview Avenue should be restriped as a three  
8 lane section with a center left turn lane.

9 This proposal was presented to the public at an Open House on May 19<sup>th</sup> (staff also presented the  
10 proposed improvements for the Twin Lakes Area East Collector project at this open house).  
11 Mailings were also sent to the property owners along Fairview Avenue. Staff did not receive any  
12 comments, supporting or in opposition, about the proposed striping changes on Fairview Avenue.

13 Once the striping configuration was known, staff started working on obtaining easements along  
14 Fairview Avenue for the addition of right turn lanes at the revised intersection as required by Ramsey  
15 County. The final design requires 3,015 square feet of total permanent easement and 6,183 square  
16 feet of temporary easement on 2805 Fairview Avenue and 5,100 square feet of permanent easement  
17 and 1,370 square feet of temporary easement on 2770 Fairview Avenue.

18 Staff had appraisals conducted for the proposed permanent and temporary easement acquisitions on  
19 both parcels. The appraisals returned a value of \$7.73 per square foot of permanent easement  
20 acquisition for 2805 Fairview Avenue and \$8.14 per square foot of permanent acquisition for 2770  
21 Fairview Avenue. The appraisals valued the encumbrance of the permanent easement of the land at  
22 75% of the total land value (\$10.30 and \$10.85 respectively).

23 The total compensation for both permanent and temporary easements for 2805 Fairview Avenue is  
24 \$26,900.

25 The total compensation for both permanent and temporary easements for 2770 Fairview Avenue is  
26 \$42,600.

27 The City Attorney has drafted these easement documents and the Earnest Money Contracts and has  
28 negotiated with the property owner's attorney for the final version as attached.

29 Attached is a resolution authorizing the Mayor and City Manager to execute the attached Earnest  
30 Money Contracts for the proposed easements.

31 **FINANCIAL IMPACTS**

32 The cost of this overall project is being funded from the Twin Lakes Area TIF District 17. It is  
33 recommended that these easements also be funded with these TIF funds.

34 **STAFF RECOMMENDATION**

35 Staff recommends the Council approve the resolution authorizing the Mayor and City Manager to  
36 execute the Earnest Money Contracts for easement acquisitions at 2805 Fairview Avenue and 2770  
37 Fairview Avenue.

38 **REQUESTED COUNCIL ACTION**

39 Motion to approve resolution authorizing the Mayor and City Manager to execute the Earnest Money  
40 Contracts for easement acquisitions at 2805 Fairview Avenue and 2770 Fairview Avenue.

41

Prepared by: Marc Culver, Public Works Director

Attachments: A: Resolution

B: 2805 Fairview Avenue Permanent Easement Earnest Money Contract

C: 2805 Fairview Avenue Temporary Easement Earnest Money Contract

D: 2770 Fairview Avenue Permanent Easement Earnest Money Contract

E: 2770 Fairview Avenue Temporary Easement Earnest Money Contact

F: Fairview Avenue Striping Plan

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

\* \* \* \* \*

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of  
2 Roseville, County of Ramsey, Minnesota, was duly held on 19<sup>th</sup> day of September, 2016, at 6:00  
3 p.m.

4  
5 The following members were present: ; and and the following members were absent: .

6  
7 Member introduced the following resolution and moved its adoption:

8  
9 **RESOLUTION NO.**

10  
11 **RESOLUTION AUTHORIZING MAYOR AND CITY MANAGER TO EXECUTE THE**  
12 **EARNEST MONEY CONTRACTS FOR EASEMENT ACQUISITIONS AT 2805**  
13 **FAIRVIEW AVE AND 2770 FAIRVIEW AVE**

14  
15  
16 WHEREAS, the construction of Twin Lakes Parkway is present in the Comprehensive Plan for the City  
17 of Roseville; and

18  
19 WHEREAS, in order to construct City Project 15-14, Twin Lakes Parkway Phase 3, it is necessary to  
20 construct right turn lanes at the modified intersection of Fairview Avenue and Terrace Drive/Twin Lakes  
21 Parkway; and

22  
23 WHEREAS, the construction of said right turn lanes requires the acquisition of permanent and  
24 temporary easements from the property owners at 2805 Fairview Avenue and 2770 Fairview Avenue.

25  
26 THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota:

- 27  
28 1. The proposed acquisitions are in compliance with the City of Roseville Comprehensive Plan.  
29  
30 2. The acquisition of the proposed temporary and permanent easements at 2805 Fairview Avenue  
31 and 2770 Fairview Avenue are approved and the Mayor and City Manager are authorized to  
32 execute the Earnest Money Contracts for the permanent and temporary easements on said  
33 properties.

34  
35 The motion was duly seconded by Member and upon vote being taken thereon, the following voted in  
36 favor thereof: ; and and the following voted against: .

37  
38 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA )  
                                                                  ) ss  
COUNTY OF RAMSEY  )

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 19<sup>th</sup> day of September, 2016, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 19th day of September, 2016.

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

(SEAL)

**EARNEST MONEY CONTRACT FOR  
A PERMANENT ROADWAY AND UTILITY EASEMENT**

St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut (the “**Grantor**”), hereby agrees to sell to the City of Roseville (the “**City**”) an easement on, over, under, across, and through the real property described in Exhibit A attached hereto (the “**Easement Area**”), upon the following terms and conditions:

(1) The total price for such easement shall be \$ \$23,300.00 (the “**Purchase Price**”), which shall be payable as follows:

- (a) \$1.00 as earnest money (the “**Earnest Money**”) to be paid upon acceptance of this Earnest Money Contract (this “**Contract**”) by the City, and
- (b) The balance of the Purchase Price shall be payable as soon as an easement in the form attached hereto as Exhibit B (“**Easement**”) has been duly signed, acknowledged, delivered to, and accepted by the City.

(2) The Grantor shall convey to the City title in the Easement Area. The City shall, following acceptance of this Contract, examine the condition of title to the Easement Area and notify the Grantor of any liens, encumbrances, or other matters which make title unmarketable. If title is unmarketable, Grantor shall have no obligation to remedy any title defects; provided, however, Grantor agrees to use commercially reasonable efforts to obtain a consent to the Easement from all mortgagees which have an interest in the property. If title to the Easement Area is not marketable within 60 days of the date that the City signs this Contract, or if any mortgagee or other encumbrancer shall refuse or fail to sign a consent or subordinate its interest in the Easement Area, this Contract shall, at the option of the City, be null and void and the Earnest Money shall be refunded to the City

(3) If the Easement Area is encumbered by a mortgage, the Purchase Price shall be jointly paid to the Grantor and the mortgagees, unless the mortgagees direct otherwise in writing.

(4) The Grantor grants the City, and its agents, employees and contractors, the immediate right to enter upon and use the Easement Area for the purposes of surveying, grading, excavating, inspecting, testing and performing roadway and utility work thereon.

(5) This Contract shall not be binding on the parties unless and until it is signed by both the Grantor and the City.

(6) This Contract may be signed in any number of counterparts, each of which shall constitute one and the same instrument.

This Earnest Money Contract is hereby accepted by the undersigned parties.

Grantor:

St. Paul Fire and Marine Insurance  
Company

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

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

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

Date signed by Grantor:

\_\_\_\_\_, 2016

City of Roseville

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

Daniel J. Roe, Mayor

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

Patrick J. Trudgeon, City Manager

Date signed by City:

\_\_\_\_\_, 2016



**EXHIBIT A**

**Easement Area**

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line: Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel

being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 43.00 feet to the Point of Beginning of the parcel of land to be described; thence continuing on the last described course of South 89 degrees 17 minutes 56 seconds West 10.00 feet; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence North 89 degrees 21 minutes 16 seconds East, along the south line of the above described parcel of land, 190.01 feet; thence North 01 degrees 08 minutes 15 seconds West 211.42 feet to the Point of Beginning.

**EXHIBIT B**

**Roadway, Drainage and Utility Easement**

The Roadway, Drainage and Utility Easement follows:

## ROADWAY, DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, hereinafter collectively referred to as the “**Grantor**,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “**City**.”

### WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, a non-exclusive permanent easement for roadway, drainage, and utility purposes (the “**Easement**”) on, over, under, across, and through a portion of the following described real estate located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line:  
Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND

EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

The area for said Easement being that part of the above described parcel described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 43.00 feet to the Point of Beginning of the parcel of land to be described; thence continuing on the last described course of South 89 degrees 17 minutes 56 seconds West 10.00 feet; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence North 89 degrees 21 minutes 16 seconds East, along the south line of the above described parcel of land, 190.01 feet; thence North 01 degrees 08 minutes 15 seconds West 211.42 feet to the Point of Beginning.

(the “**Easement Area**”).

The Easement Area is depicted on Exhibit A attached hereto.

The grant of the foregoing Easement includes the right of the City, and its contractors, agents, employees, successors, and assigns, to enter upon and use the Easement Area to construct, reconstruct, inspect, repair, operate, maintain, and use roadways, streets, curbs, gutters, sidewalks, trailways, pathways, landscaped areas, signs, fences, poles, wires, pipes, conduits, mains, and associated improvements, facilities, and appurtenances, and other utilities, on, over, under, across, and through the Easement Area; together with the right to excavate and refill roadbeds, ditches and trenches, and to grade the Easement Area; to remove and import soils; to grade, level, pave, mark, and drain streets, roadways, sidewalks, trailways, and pathways within the Easement Area; to run storm and surface water over the Easement Area; to remove trees, bushes, sod, landscaping, plantings, and other vegetation, signs, fences, light poles,

irrigation systems, and other obstructions within the Easement Area; and to do all other acts and things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.

Subject to the terms of this Easement and any permanent improvements that may be constructed or installed in the Easement Area, after the exercise of any rights granted herein, the City shall, at the City's sole cost and expense, promptly restore the lands subject to this Easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said rights.

Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the "Loss") arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor and its successors and assigns, shall inure to the benefit of the City and its successors and assigns, and shall run with the land.

TO HAVE AND TO HOLD THE SAME, together with all of the hereditaments and appurtenances thereunto belonging, or in anyway appertaining, to the City, its successors and assigns, forever.

*[Signature page follows.]*

IN TESTIMONY WHEREOF, the Grantor has caused this Roadway, Drainage and Utility Easement to be executed as of the day and year first above written.

St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, on behalf of the Grantor.

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

THIS INSTRUMENT WAS DRAFTED BY:  
Erickson, Bell, Beckman & Quinn, P.A.  
Attorneys at Law  
Suite 110  
1700 West Highway 36  
Roseville, MN 55113  
651-223-4999

AREA COMPUTATIONS

-  PERMANENT EASEMENT: 3882 SQUARE FEET
-  TEMPORARY EASEMENT: 5315 SQUARE FEET

P.I.N. 04.29.23.31.0018

2805 FAIRVIEW AVENUE NORTH

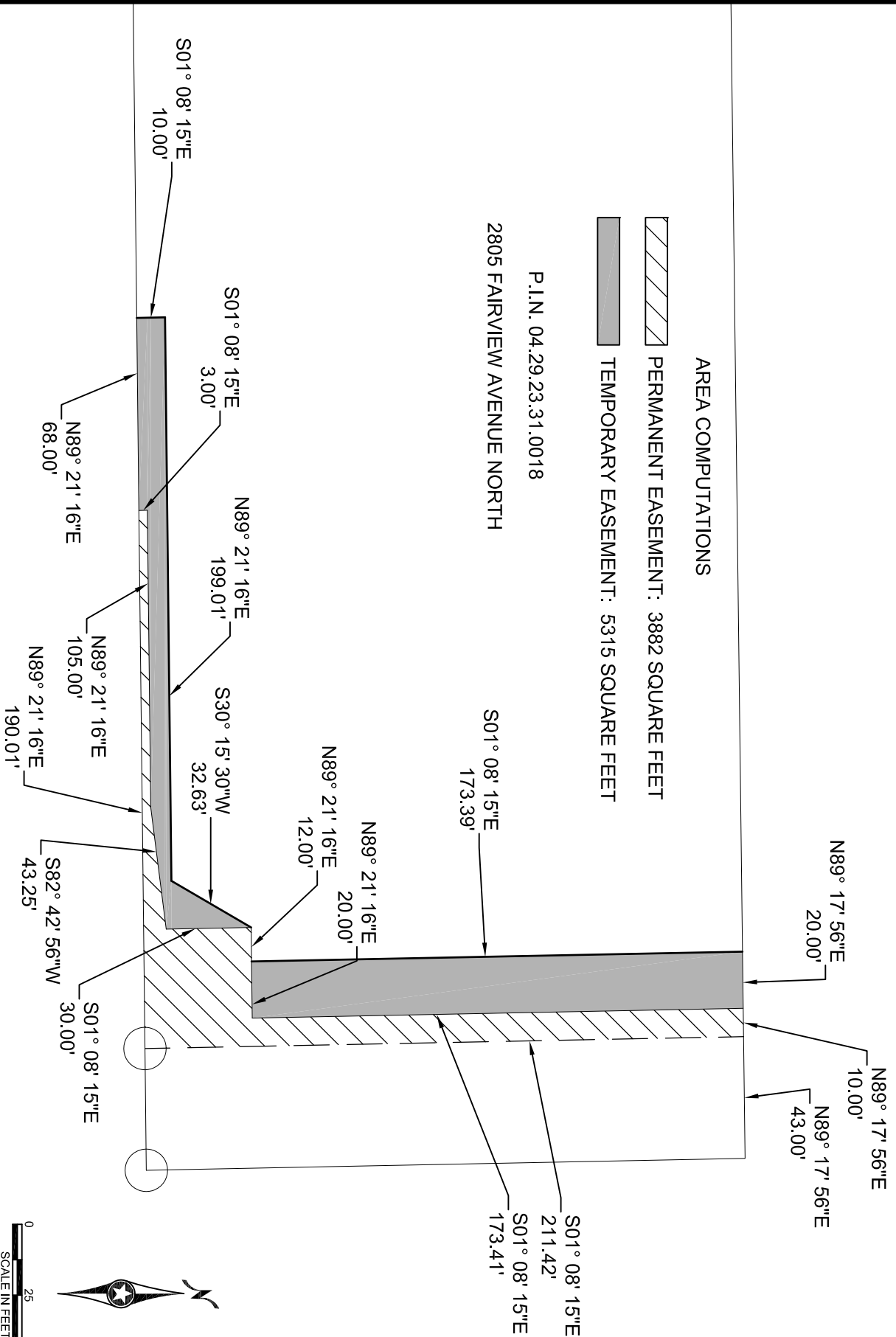


EXHIBIT A

TEMPORARY AND PERMANENT EASEMENT  
2805 FAIRVIEW AVE. N.



**EARNEST MONEY CONTRACT FOR  
TEMPORARY CONSTRUCTION EASEMENT**

St. Paul Fire and Marine Insurance Company, a corporation authorized under the laws of the State of Connecticut (the “**Grantor**”), hereby acknowledges receipt from the City of Roseville, a municipal corporation (the “**City**”), of the sum of \$1.00, as earnest money on account of the grant by the Grantor to the City, and its successors and assigns, of a temporary construction easement on, over, under, across and through the following tract of land described as follows:

See Attached EXHIBIT A (the “**Temporary Easement Area**”).

(1) The Grantor hereby grants the City the right to enter upon the above described Temporary Easement Area for the above purposes immediately upon execution of this agreement by the Grantor.

(2) The total price for such easement shall be the sum of \$ \$3,600.00 (the “**Purchase Price**”), of which \$1.00 (the “**Earnest Money**”) has been paid as aforesaid, and the balance shall be payable as soon as the City has accepted status of title to the Temporary Easement Area and an easement (in the form described below) has been signed and tendered by the Grantor and recorded. The check making payment of the Purchase Price shall be made payable to St. Paul Fire and Marine Insurance Company and encumbrancers of the Temporary Easement Area who do not waive their right to be named as a payee on said check.

(3) The City shall, following acceptance of this Earnest Money Contract (this “**Contract**”), examine the condition of title to the Temporary Easement Area and notify the Grantor of any liens, encumbrances, or other matters which make title unmarketable. If title is unmarketable, the Grantor shall have no obligation to remedy any title defects; provided, however, the Grantor agrees to use commercially reasonable efforts to obtain a consent to the Temporary Easement from all mortgagees which have an interest in the Temporary Easement Area. If title to the Temporary Easement Area is not marketable and cannot be made marketable within 90 days of the date that the City signs this Contract, or if any mortgagee or other encumbrancer shall refuse or fail to sign a consent and subordinate its interest to the Temporary Easement, then at the option of the City, this Contract shall be null and void and the Earnest Money refunded.

(4) The easement to be granted is attached hereto as EXHIBIT B (the “**Temporary Easement**”). The Temporary Easement shall be signed by the Grantor and consents shall be signed by all of the encumbrancers.

(5) This Contract shall not be binding on the parties unless and until it is signed by both the Grantor and the City.

(6) The parties acknowledge that certain work (the “**Project Work**”) will be performed on the tract of land described in EXHIBIT C attached hereto (the “**Permanent Easement Area**”) and the Temporary Easement Area by the City, and its employees, contractors and agents, in



connection with the Twin Lakes Redevelopment Project (the “**Project**”). The parties agree as follows with respect to the Project Work:

The parties acknowledge that as a part of the Project Work it will be necessary, and the City shall have the right, at the City’s sole cost and expense, to remove trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas. The parties acknowledge that a portion of the total compensation given by the City to the Grantor for the Temporary Construction Easement is full payment for damages incurred by the Grantor for the removal of such trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas.

This Earnest Money Contract is hereby accepted by the undersigned parties.

GRANTOR:

ST. PAUL FIRE AND MARINE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date signed by Grantor:

\_\_\_\_\_, 2016

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Daniel J. Roe, Mayor

By: \_\_\_\_\_  
Patrick J. Trudgeon, City Manager

Date signed by City:

\_\_\_\_\_, 2016

**EXHIBIT A**

**Temporary Easement Area**

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line: Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 53.00 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence South 89 degrees 21 minutes 16 seconds West, along the south line of the above described parcel of land, 68.00 feet; thence North 01 degrees 08 minutes 15 seconds West 10.00 feet; thence North 89 degrees 21 minutes 16 seconds East 199.01 feet; thence North 30 degrees 15 minutes 30 seconds East 32.63 feet; thence North 89 degrees 21 minutes 16 seconds East 12.00 feet; thence North 01 degrees 08 minutes 15 seconds West 173.39 feet to a point on the north line of the above described parcel of land; thence North 89 degrees 17 minutes 56 seconds East, along the north line of the above described parcel of land, 20.00 feet to the Point of Beginning.

**EXHIBIT B**

**Temporary Construction Easement**

The Temporary Construction Easement follows:

### TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between St. Paul Fire and Marine Insurance Company, a property and casualty insurance company authorized under the laws of the State of Minnesota, hereinafter referred to as the “Grantor,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, and its successors and assigns, a temporary easement for construction purposes on, over, under, across and through a portion of the following described parcel located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

All that part of the Northeast Quarter of the Southwest Quarter of Section 4, Township 29, Range 23 which lies easterly of the following described Line: Beginning at a point on the South line of the North 400 feet of said Northeast Quarter of the Southwest Quarter, said point being 527.24 feet easterly of the West line of said Northeast Quarter of the Southwest Quarter, as measured along

said South line; thence southeasterly to a point on the North line of the South 550 feet of said Northeast Quarter of the Southwest Quarter, said point being 726.84 feet westerly of the East line of said Northeast Quarter of the Southwest Quarter, as measured along said North line and said line there terminating, EXCEPT the North 560 feet of said Northeast Quarter of the Southwest Quarter, AND EXCEPT the South 550 feet of said Northeast Quarter of the Southwest Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel

being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 89 degrees 17 minutes 56 seconds West (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the north line of the above described parcel of land, 53.00 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 173.41 feet; thence South 89 degrees 21 minutes 16 seconds West 32.00 feet; thence South 01 degrees 08 minutes 15 seconds East 30.00 feet; thence South 82 degrees 42 minutes 56 seconds West 43.25 feet; thence South 89 degrees 21 minutes 16 seconds West 105.00 feet; thence South 01 degrees 08 minutes 15 seconds East 3.00 feet to a point on the south line of the above described parcel of land; thence South 89 degrees 21 minutes 16 seconds West, along the south line of the above described parcel of land, 68.00 feet; thence North 01 degrees 08 minutes 15 seconds West 10.00 feet; thence North 89 degrees 21 minutes 16 seconds East 199.01 feet; thence North 30 degrees 15 minutes 30 seconds East 32.63 feet; thence North 89 degrees 21 minutes 16 seconds East 12.00 feet; thence North 01degrees 08 minutes 15 seconds West 173.39 feet to a point on the north line of the above described parcel of land; thence North 89 degrees 17 minutes 56 seconds East, along the north line of the above described parcel of land, 20.00 feet to the Point of Beginning.

The Easement Area is depicted on Exhibit A attached hereto.

This Temporary Construction Easement shall commence immediately and shall expire on June 30, 2017.

The grant of the foregoing easement for construction purposes includes the right of the City, and its contractors, agents, employees, successors and assigns, to enter upon and use the easement area for, and in connection with, the construction of roadways, drainage facilities, utilities, and associated improvements; together with the right to excavate and refill roadbeds, ditches and trenches, and conduct grading work within the easement area; to import and export soil to and from the easement area; to run storm and surface water on and over the easement

area; to perform driveway reconstruction work within the easement area; to remove trees, bushes, sod, landscaping, plantings and other vegetation, signs, fences, light posts, irrigation systems, and other obstructions from the easement area; and to perform such other work and use the easement area for such other purposes which are incidental to and/or associated with said roadway, drainage facility and utility construction work.

The rights and obligations of the parties contained in Provision 8 of the Earnest Money Contract entered into by the Grantors and the City in connection with this easement (“Earnest Money Contract”) shall survive the execution and delivery of this Temporary Construction Easement and are incorporated herein by reference. The consideration given herein includes full and complete payment for all damages incurred by the Grantors resulting from the removal of Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the “Loss”) arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor, and its legal representatives, its successors and assigns, shall inure to the benefit of the City, and its successors and assigns, and shall run with the land until June 30, 2017.

The Grantor, for itself and its legal representatives, successors and assigns, covenants with the City, and its successors and assigns, that it is the owner of the easement area and has good right to grant and convey the easement herein to the City.

IN TESTIMONY WHEREOF, the Grantor has caused this easement to be executed as of the day and year first above written.

St. Paul Fire and Marine Insurance Company

By \_\_\_\_\_

Its \_\_\_\_\_

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of St. Paul Fire and Marine Insurance Company, a property and casualty insurance company authorized under the laws of the State of Minnesota, Grantor.

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

THIS INSTRUMENT WAS DRAFTED BY:  
Erickson, Bell, Beckman & Quinn, P.A.  
Attorneys at Law  
Suite 110  
1700 West Highway 36  
Roseville, MN 55113  
651-223-4999

AREA COMPUTATIONS

-  PERMANENT EASEMENT: 3882 SQUARE FEET
-  TEMPORARY EASEMENT: 5315 SQUARE FEET

P.I.N. 04.29.23.31.0018

2805 FAIRVIEW AVENUE NORTH

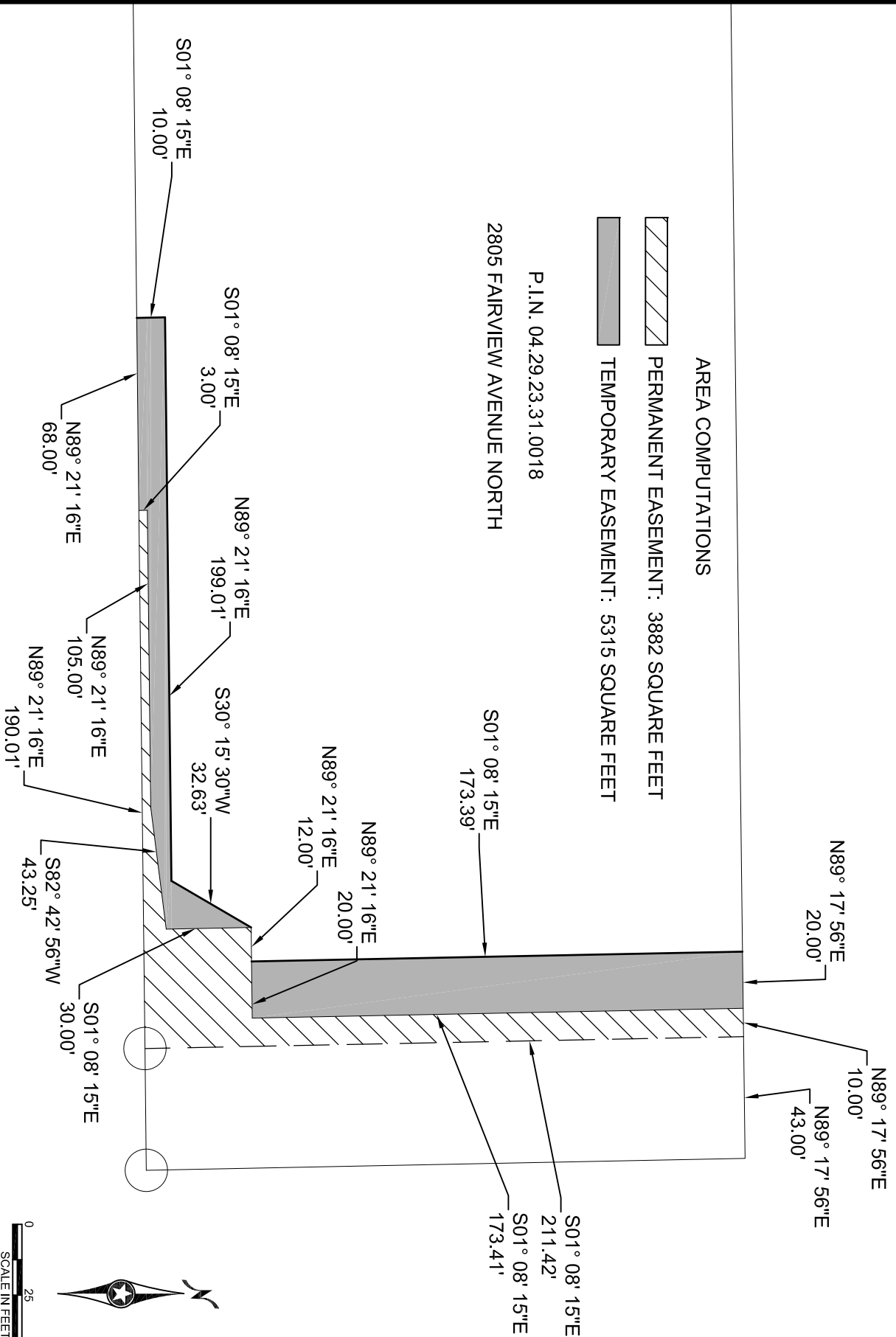


EXHIBIT A

TEMPORARY AND PERMANENT EASEMENT  
2805 FAIRVIEW AVE. N.





**EARNEST MONEY CONTRACT FOR  
A PERMANENT ROADWAY AND UTILITY EASEMENT**

St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut (the “**Grantor**”), hereby agrees to sell to the City of Roseville (the “**City**”) an easement on, over, under, across, and through the real property described in Exhibit A attached hereto (the “**Easement Area**”), upon the following terms and conditions:

(1) The total price for such easement shall be \$ \_\_\_\_\_ \$41,600.00  
(the “**Purchase Price**”), which shall be payable as follows:

- (a) \$1.00 as earnest money (the “**Earnest Money**”) to be paid upon acceptance of this Earnest Money Contract (this “**Contract**”) by the City, and
- (b) The balance of the Purchase Price shall be payable as soon as an easement in the form attached hereto as Exhibit B (“**Easement**”) has been duly signed, acknowledged, delivered to, and accepted by the City.

(2) The Grantor shall convey to the City title in the Easement Area. The City shall, following acceptance of this Contract, examine the condition of title to the Easement Area and notify the Grantor of any liens, encumbrances, or other matters which make title unmarketable. If title is unmarketable, Grantor shall have no obligation to remedy any title defects; provided, however, Grantor agrees to use commercially reasonable efforts to obtain a consent to the Easement from all mortgagees which have an interest in the property. If title to the Easement Area is not marketable within 60 days of the date that the City signs this Contract, or if any mortgagee or other encumbrancer shall refuse or fail to sign a consent or subordinate its interest in the Easement Area, this Contract shall, at the option of the City, be null and void and the Earnest Money shall be refunded to the City

(3) If the Easement Area is encumbered by a mortgage, the Purchase Price shall be jointly paid to the Grantor and the mortgagees, unless the mortgagees direct otherwise in writing.

(4) The Grantor grants the City, and its agents, employees and contractors, the immediate right to enter upon and use the Easement Area for the purposes of surveying, grading, excavating, inspecting, testing and performing roadway and utility work thereon.

(5) This Contract shall not be binding on the parties unless and until it is signed by both the Grantor and the City.

(6) This Contract may be signed in any number of counterparts, each of which shall constitute one and the same instrument.

This Earnest Money Contract is hereby accepted by the undersigned parties.

Grantor:

St. Paul Fire and Marine Insurance  
Company

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

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

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

Date signed by Grantor:

\_\_\_\_\_, 2016

City of Roseville

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

Daniel J. Roe, Mayor

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

Patrick J. Trudgeon, City Manager

Date signed by City:

\_\_\_\_\_, 2016

**EXHIBIT A**

**Easement Area**

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT: the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 358.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 37.00 feet; thence South 89 degrees 13 minutes 57 seconds West 40.00 feet; thence South 01 degrees 08 minutes 15 seconds East 325.01 feet; thence South 89 degrees 13 minutes 57 seconds West 10.00 feet; thence North 01 degrees 08 minutes 15 seconds West 362.01 feet; thence North 89 degrees 13 minutes 57 seconds East 50.00 feet to the Point of Beginning.

**EXHIBIT B**

**Roadway, Drainage and Utility Easement**

The Roadway, Drainage and Utility Easement follows:

### ROADWAY, DRAINAGE AND UTILITY EASEMENT

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_, 2016, between St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, hereinafter collectively referred to as the “**Grantor**,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “**City**.”

WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant and convey unto the City, its successors and assigns, a non-exclusive permanent easement for roadway, drainage, and utility purposes (the “**Easement**”) on, over, under, across, and through a portion of the following described real estate located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT:

the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements,  
Ramsey County, Minnesota.

The area for said Easement being that part of the above described parcel described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 358.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 37.00 feet; thence South 89 degrees 13 minutes 57 seconds West 40.00 feet; thence South 01 degrees 08 minutes 15 seconds East 325.01 feet; thence South 89 degrees 13 minutes 57 seconds West 10.00 feet; thence North 01 degrees 08 minutes 15 seconds West 362.01 feet; thence North 89 degrees 13 minutes 57 seconds East 50.00 feet to the Point of Beginning.

(the “**Easement Area**”).

The Easement Area is depicted on Exhibit A attached hereto.

The grant of the foregoing Easement includes the right of the City, and its contractors, agents, employees, successors, and assigns, to enter upon and use the Easement Area to construct, reconstruct, inspect, repair, operate, maintain, and use roadways, streets, curbs, gutters, sidewalks, trailways, pathways, landscaped areas, signs, fences, poles, wires, pipes, conduits, mains, and associated improvements, facilities, and appurtenances, and other utilities, on, over, under, across, and through the Easement Area; together with the right to excavate and refill roadbeds, ditches and trenches, and to grade the Easement Area; to remove and import soils; to grade, level, pave, mark, and drain streets, roadways, sidewalks, trailways, and pathways within the Easement Area; to run storm and surface water over the Easement Area; to remove trees, bushes, sod, landscaping, plantings, and other vegetation, signs, fences, light poles, irrigation systems, and other obstructions within the Easement Area; and to do all other acts and

things which are reasonably necessary for or incidental to the enjoyment of the easement rights granted herein.

Subject to the terms of this Easement and any permanent improvements that may be constructed or installed in the Easement Area, after the exercise of any rights granted herein, the City shall, at the City's sole cost and expense, promptly restore the lands subject to this Easement to as near their original condition as is reasonably possible and remove therefrom all debris, spoils, and equipment resulting from or used in connection with said rights.

Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the "Loss") arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor and its successors and assigns, shall inure to the benefit of the City and its successors and assigns, and shall run with the land.

TO HAVE AND TO HOLD THE SAME, together with all of the hereditaments and appurtenances thereunto belonging, or in anyway appertaining, to the City, its successors and assigns, forever.

*[Signature page follows.]*

IN TESTIMONY WHEREOF, the Grantor has caused this Roadway, Drainage and Utility Easement to be executed as of the day and year first above written.

St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut

By \_\_\_\_\_

Its \_\_\_\_\_

STATE OF MINNESOTA )  
 ) ss.  
COUNTY OF RAMSEY )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_, the \_\_\_\_\_ of St. Paul Fire and Marine Insurance Company, a corporation organized under the laws of the State of Connecticut, on behalf of the Grantor.

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

THIS INSTRUMENT WAS DRAFTED BY:  
Erickson, Bell, Beckman & Quinn, P.A.  
Attorneys at Law  
Suite 110  
1700 West Highway 36  
Roseville, MN 55113  
651-223-4999



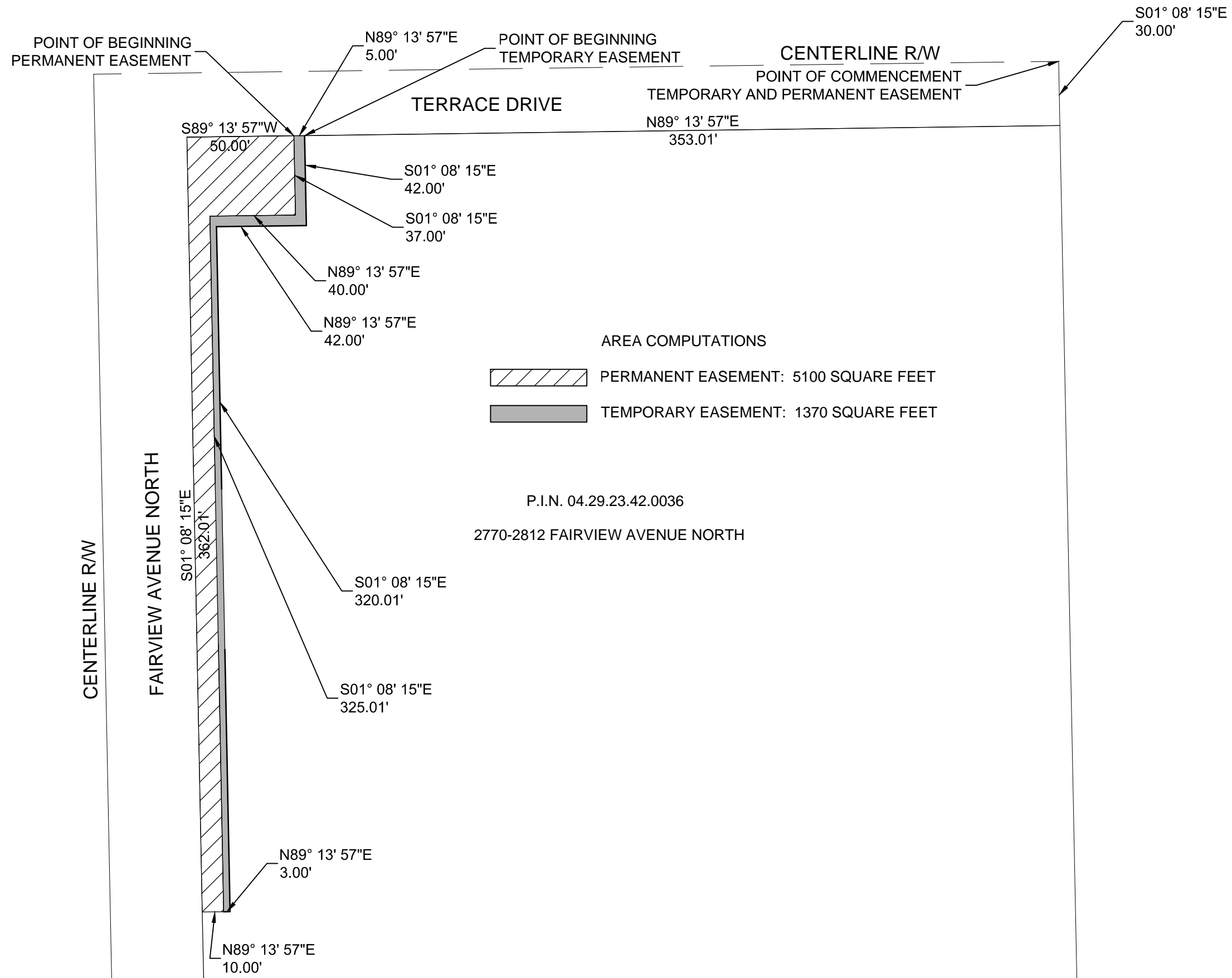


EXHIBIT B  
 TEMPORARY AND PERMANENT EASEMENT  
 2770 - 2812 FAIRVIEW AVE. N.



**EARNEST MONEY CONTRACT FOR  
TEMPORARY CONSTRUCTION EASEMENT**

St. Paul Fire and Marine Insurance Company, a corporation authorized under the laws of the State of Connecticut (the “**Grantor**”), hereby acknowledges receipt from the City of Roseville, a municipal corporation (the “**City**”), of the sum of \$1.00, as earnest money on account of the grant by the Grantor to the City, and its successors and assigns, of a temporary construction easement on, over, under, across and through the following tract of land described as follows:

See Attached EXHIBIT A (the “**Temporary Easement Area**”).

(1) The Grantor hereby grants the City the right to enter upon the above described Temporary Easement Area for the above purposes immediately upon execution of this agreement by the Grantor.

(2) The total price for such easement shall be the sum of \$1,000.00 (the “**Purchase Price**”), of which \$1.00 (the “**Earnest Money**”) has been paid as aforesaid, and the balance shall be payable as soon as the City has accepted status of title to the Temporary Easement Area and an easement (in the form described below) has been signed and tendered by the Grantor and recorded. The check making payment of the Purchase Price shall be made payable to St. Paul Fire and Marine Insurance Company and encumbrancers of the Temporary Easement Area who do not waive their right to be named as a payee on said check.

(3) The City shall, following acceptance of this Earnest Money Contract (this “**Contract**”), examine the condition of title to the Temporary Easement Area and notify the Grantor of any liens, encumbrances, or other matters which make title unmarketable. If title is unmarketable, the Grantor shall have no obligation to remedy any title defects; provided, however, the Grantor agrees to use commercially reasonable efforts to obtain a consent to the Temporary Easement from all mortgagees which have an interest in the Temporary Easement Area. If title to the Temporary Easement Area is not marketable and cannot be made marketable within 90 days of the date that the City signs this Contract, or if any mortgagee or other encumbrancer shall refuse or fail to sign a consent and subordinate its interest to the Temporary Easement, then at the option of the City, this Contract shall be null and void and the Earnest Money refunded.

(4) The easement to be granted is attached hereto as EXHIBIT B (the “**Temporary Easement**”). The Temporary Easement shall be signed by the Grantor and consents shall be signed by all of the encumbrancers.

(5) This Contract shall not be binding on the parties unless and until it is signed by both the Grantor and the City.

(6) The parties acknowledge that certain work (the “**Project Work**”) will be performed on the tract of land described in EXHIBIT C attached hereto (the “**Permanent Easement Area**”) and the Temporary Easement Area by the City, and its employees, contractors and agents, in

connection with the Twin Lakes Redevelopment Project (the “**Project**”). The parties agree as follows with respect to the Project Work:

The parties acknowledge that as a part of the Project Work it will be necessary, and the City shall have the right, at the City’s sole cost and expense, to remove trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas. The parties acknowledge that a portion of the total compensation given by the City to the Grantor for the Temporary Construction Easement is full payment for damages incurred by the Grantor for the removal of such trees, bushes, sod, landscaping, plantings and other vegetation from the Permanent and Temporary Easement Areas.

This Earnest Money Contract is hereby accepted by the undersigned parties.

GRANTOR:

ST. PAUL FIRE AND MARINE INSURANCE  
COMPANY

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Date signed by Grantor:

\_\_\_\_\_, 2016

CITY OF ROSEVILLE

By: \_\_\_\_\_  
Daniel J. Roe, Mayor

By: \_\_\_\_\_  
Patrick J. Trudgeon, City Manager

Date signed by City:

\_\_\_\_\_, 2016

**EXHIBIT A**

**Temporary Easement Area**

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT: the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel

being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 353.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 42.00 feet; thence South 89 degrees 13 minutes 57 seconds West 42.00 feet; thence South 01 degrees 08 minutes 15 seconds East 320.01 feet; thence South 89 degrees 13 minutes 57 seconds West 3.00 feet; thence North 01 degrees 08 minutes 15 seconds West 325.01 feet; thence North 89 degrees 13 minutes 57 seconds East 40.00 feet; thence North 01 degrees 08 minutes 15 seconds West 37.00 feet; thence North 89 degrees 13 minutes 57 seconds East 5.00 feet to the Point of Beginning.

**EXHIBIT B**

**Temporary Construction Easement**

The Temporary Construction Easement follows:

### TEMPORARY CONSTRUCTION EASEMENT

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between St. Paul Fire and Marine Insurance Company, a property and casualty insurance company authorized under the laws of the State of Minnesota, hereinafter referred to as the “Grantor,” and the City of Roseville, a municipal corporation organized under the laws of the State of Minnesota, hereinafter referred to as the “City.”

WITNESSETH:

That the said Grantor, in consideration of One and no/100 Dollar (\$1.00) and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, do hereby grant and convey unto the City, and its successors and assigns, a temporary easement for construction purposes on, over, under, across and through a portion of the following described parcel located in Ramsey County, Minnesota, to-wit:

All that part of the following described parcel of land:

The North 1446 feet of the West 1048 feet of the Southeast Quarter of Section 4, Township 29, Range 23, EXCEPT: the North 800 feet of said Southeast Quarter, AND EXCEPT: the East 597 feet of said Southeast Quarter, AND ALSO EXCEPT: the South 130 feet of the West 283 feet of said Southeast Quarter, subject to roads and easements, Ramsey County, Minnesota.

Said temporary easement for construction purposes being that part of the above described parcel being described as follows, to-wit:

Commencing at the Northeast corner of the above described parcel of land; thence South 01 degrees 08 minutes 15 seconds East (Basis of Bearings: Ramsey County Coordinate Plane, NAD83), along the east line of the above described parcel of land, 30.00 feet; thence South 89 degrees 13 minutes 57 seconds West 353.01 feet to the Point of Beginning of the parcel of land to be described; thence South 01 degrees 08 minutes 15 seconds East 42.00 feet; thence South 89 degrees 13 minutes 57 seconds West 42.00 feet; thence South 01 degrees 08 minutes 15 seconds East 320.01 feet; thence South 89 degrees 13 minutes 57 seconds West 3.00 feet; thence North 01 degrees 08 minutes 15 seconds West 325.01 feet; thence North 89 degrees 13 minutes 57 seconds East 40.00 feet; thence North 01 degrees 08 minutes 15 seconds West 37.00 feet; thence North 89 degrees 13 minutes 57 seconds East 5.00 feet to the Point of Beginning.

The Easement Area is depicted on Exhibit A attached hereto.

This Temporary Construction Easement shall commence immediately and shall expire on June 30, 2017.

The grant of the foregoing easement for construction purposes includes the right of the City, and its contractors, agents, employees, successors and assigns, to enter upon and use the easement area for, and in connection with, the construction of roadways, drainage facilities, utilities, and associated improvements; together with the right to excavate and refill roadbeds, ditches and trenches, and conduct grading work within the easement area; to import and export soil to and from the easement area; to run storm and surface water on and over the easement area; to perform driveway reconstruction work within the easement area; to remove trees, bushes, sod, landscaping, plantings and other vegetation, signs, fences, light posts, irrigation systems, and other obstructions from the easement area; and to perform such other work and use the easement area for such other purposes which are incidental to and/or associated with said roadway, drainage facility and utility construction work.

The rights and obligations of the parties contained in Provision 8 of the Earnest Money Contract entered into by the Grantors and the City in connection with this easement (“Earnest Money Contract”) shall survive the execution and delivery of this Temporary Construction Easement and are incorporated herein by reference. The consideration given herein includes full and complete payment for all damages incurred by the Grantors resulting from the removal of Except as otherwise set forth herein, the City shall indemnify, defend and hold harmless the Grantor from all claims, damages, liabilities, penalties, fines, costs, causes of action and loss (the “Loss”) arising as a result of the use of the Easement Area by the City and its contractors, agents, employees, except to the extent that the Loss arises or results from the negligence or willful misconduct of the Grantor or its contractors, agents, or employees.

The foregoing easement shall be binding upon the Grantor, and its legal representatives, its successors and assigns, shall inure to the benefit of the City, and its successors and assigns, and shall run with the land until June 30, 2017.

The Grantor, for itself and its legal representatives, successors and assigns, covenants with the City, and its successors and assigns, that it is the owner of the easement area and has good right to grant and convey the easement herein to the City.

IN TESTIMONY WHEREOF, the Grantor has caused this easement to be executed as of the day and year first above written.

St. Paul Fire and Marine Insurance Company

By \_\_\_\_\_

Its \_\_\_\_\_

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



The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, the \_\_\_\_\_ of St. Paul Fire and Marine Insurance Company, a property and casualty insurance company authorized under the laws of the State of Minnesota, Grantor.

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

THIS INSTRUMENT WAS DRAFTED BY:  
Erickson, Bell, Beckman & Quinn, P.A.  
Attorneys at Law  
Suite 110  
1700 West Highway 36  
Roseville, MN 55113  
651-223-4999

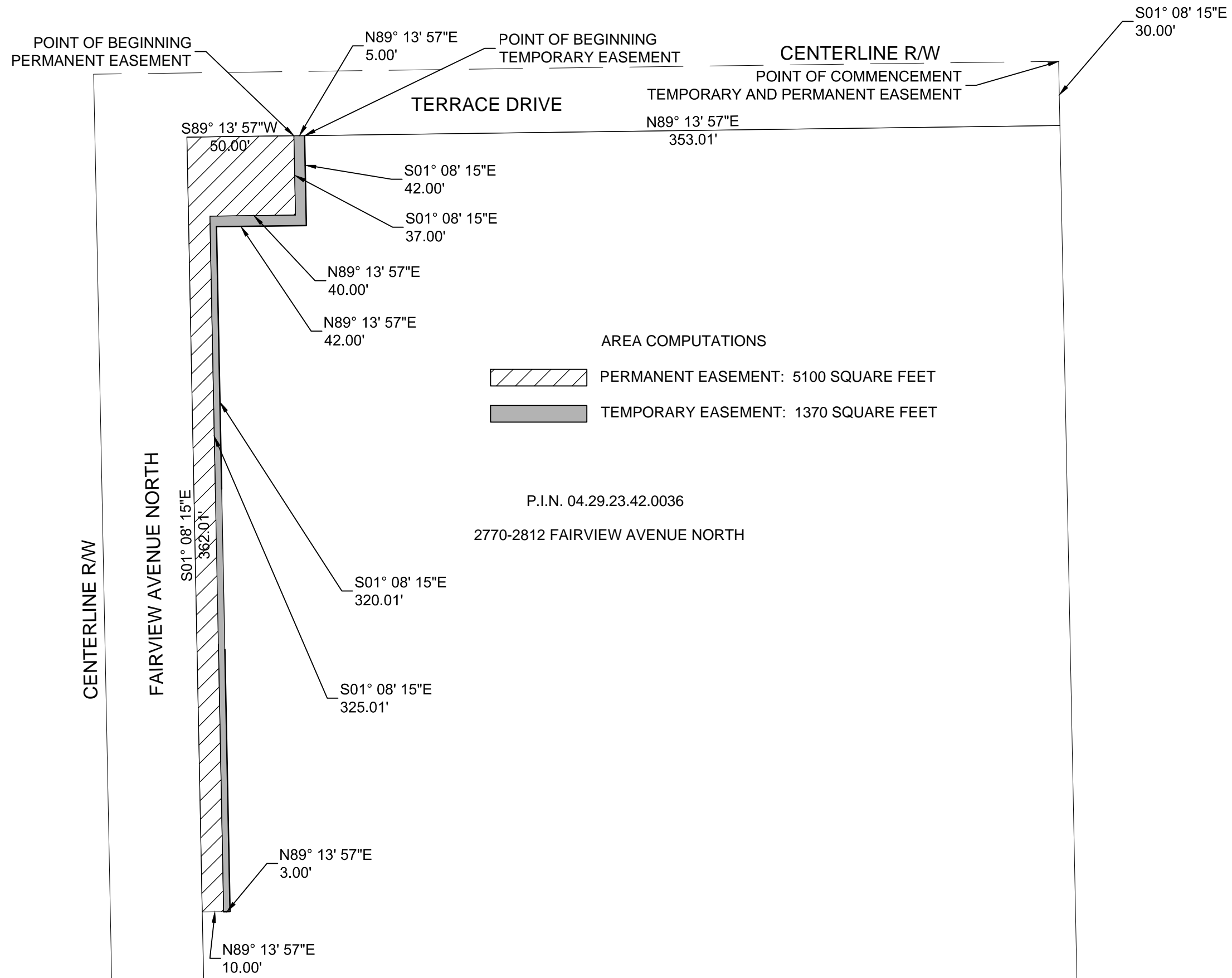


EXHIBIT B  
 TEMPORARY AND PERMANENT EASEMENT  
 2770 - 2812 FAIRVIEW AVE. N.





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

Date: September 19, 2016  
Item No.: 15.b

Department Approval

City Manager Approval



Item Description: Pet Store Regulation and Licensing Discussion

1 **BACKGROUND**

2 Due to recent newspaper article regarding the condition of animals being sold at the Har Mar Pet Store  
3 (Attachment A), there has been interest in looking at ways the City can better regulate the sale of  
4 animals. There are currently four pet stores located in Roseville, PetSmart, PETCO, Chuck and Don's,  
5 and Har Mar Pet Store. The City does not currently regulate or license pet stores.

6 While federal regulations do regulate breeders, it specifically exempts brick and mortar retail pet stores  
7 from regulation. The State of Minnesota does not require the licensing of pet stores. There are a couple  
8 of existing laws that do impact the operation of pet stores in Minnesota. One is consumer protection  
9 laws covering the purchases of animals in pet stores and the process of returning them for a refund.  
10 Another one is animal cruelty laws that apply to everyone, including pet stores.

11 Based on the newspaper article regarding the Har Mar Pet Store, a representative of Minnesota Chapter  
12 of the Humane Society of America (HAS) met with the City Manager to provide information about the  
13 operation of pet stores and shared their thought on a possible pet store ordinance for Roseville,  
14 including an ordinance adopted by Eastpointe, Michigan. (Attachment B). The basic premise of HSA's  
15 ordinance is to prohibit the sale of animals unless the animal is sold on the property where the animal  
16 was bred and reared, or from a public or private animal shelter. Under the proposed ordinance, pet  
17 store may sell animals that come from an animal shelter or humane society. The Eastpointe ordinance  
18 allowed for the existing pet stores to continue the sale of animals for a short time before they had to  
19 comply with the new ordinance. A representative of the Humane Society of America will be in  
20 attendance at the meeting to share additional information and answer questions that the City Council  
21 may have.

22 The City of St. Paul does require pet shop licenses. A pet shop is defined as a business kept or  
23 maintained for the care, exhibition for sale, sale, or purchase of live dogs, cats, rabbits, other small  
24 animals, any birds, reptiles, or fish. It does not include veterinary hospitals, or persons or places selling  
25 only frogs, fish, worms, or reptiles for use as live bait for fishing. This license includes pet grooming.  
26 St. Paul's pet shop license must be reviewed annually and requires inspections from the Fire

27 Department, Environmental Health, and Zoning. The annual license fee is \$183.00. Included as  
28 Attachment C is St. Paul's Pet Shop License ordinance.

29 **POLICY OBJECTIVE**

30 To determine whether pet stores should be regulated and/or licensed in the City of Roseville.

31 **FINANCIAL IMPACTS**

32 Cannot be determined at this time. City costs will depend on the action taken.

33 **STAFF RECOMMENDATION**

34 Staff suggests that the City Council reviews the information and discusses next steps that the City  
35 should take regarding the regulation and licensing of pet stores

36 **REQUESTED COUNCIL ACTION**

37 Provide direction on the regulation and licensing of pet stores in Roseville.

38 Prepared by: Patrick Trudgeon, City Manager (651) 792-7021 pat.trudgeon@cityofroseville.com

Attachments: A: City Pages Article dated June 7, 2016  
B: Information from the Humane Society of America regarding pet stores  
C: City of St. Paul's Pet Shop Ordinance

## Sick dogs, hamsters missing eyes, and a decomposing hedgehog at Har Mar Pet

Tuesday, June 7, 2016 by

**Cory Zurowski**

in

**News**



This cage shared by a handful of kittens is probably the most spacious accommodations at Har Mar Pet Store.

Puppy-dog eyes and customer-service smiles prettify

Har Mar Pet Store

(<http://harmarpets.com/>)

in Roseville on a weekday June evening. Among the dozens of furry residents for sale currently are \$249 kittens, \$60 rabbits, and \$1,400 Pomeranian pups.

The store belongs to Gerald Papineau.

But Papineau's high prices couldn't hide what a USDA official came upon recently. The Roseville animal retailer was a little pet shop of horrors about six weeks ago, according to

federal inspection

(<https://acissearch.aphis.usda.gov/LPASearch/faces/CustomSearch.jspx>)

paperwork.

On April 21 USDA Animal Care Inspector Kevin Wilken discovered various creatures inside the pet store suffering from a variety of distressing maladies. A reddish sore bulged from the eye of "Poppy," a four-month-old English bulldog. Staff knew about the dog's condition, Wilken wrote, "but had not contacted" the veterinarian.

Three dwarf hamsters fared worse. Two of the animals had an eye missing while "the third was missing both eyes," according to the report.

"None of them looked like they had been injured recently," noted Wilken, who added that the store had again failed to contact a vet.

Other creatures in rough shape were a gerbil "with what appeared to be a bloody discharge surrounding the eye" and a Bichon pup with a suspected respiratory condition.

In yet another enclosure, Wilken found "a deceased baby hedgehog" that had died two weeks prior still inside "with an adult hedgehog."

"It was apparent," the report reads, "that the deceased baby hedgehog had been sitting there for some time as the body had deteriorated and it was difficult to recognize it as a baby hedgehog."

Wilken and Dr. Debra Sime revisited the store in early May. Their one-page report noted "all previous" vet care issues had been "corrected."

Repeated messages left for Papineau at his store went unreturned.

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## Roseville Pet Store Ordinance

Roseville's PETCO, PetSmart, and Chuck and Don's are very successful pet stores that work with local rescue groups, hosting adoption events instead of purchasing and selling puppies from puppy mills. Har Mar Pet Shop is the only Roseville store selling commercially-bred puppies and kittens.

Recent media coverage (June 7, 2016, City Pages: *Sick dogs, hamsters missing eyes, and a decomposing hedgehog at Har Mar Pet*) reveals disturbing details:

- On April 21, USDA Animal Care Inspector Kevin Wilken discovered various animals inside the pet store suffering from a variety of distressing maladies. A red, sore, bulge from the eye of "Poppy," a four-month-old English bulldog.
- Three dwarf hamsters fared worse. Two of the animals had an eye missing while "the third was missing both eyes," according to the report.
- Other animals in very bad condition were a gerbil "with what appeared to be a bloody discharge surrounding the eye" and a Bichon pup with a suspected respiratory condition.
- In yet another enclosure, Wilken found "a deceased baby hedgehog" that had died two weeks prior still inside "with an adult hedgehog."

Certificates of Veterinary Inspection (CVIs) and United States Department of Agriculture (USDA) inspection records indicate Har Mar Pet Shop has purchased puppies in 2014-2015 from breeders in Iowa that have multiple violations of the Animal Welfare Act, including: medical condition violations; violations for overdue vet site visits; primary enclosure violations; cleaning, sanitization, housekeeping and pest control violations; and no-access violations.

***Puppies from these sources are out of step with Roseville community values.***

It is impossible to know the exact source of all puppies and kittens shipped to Har Mar Pet Shop, as in-state breeders are not required to file CVIs before they ship to stores in Minnesota and also because the Board of Animal Health has recently refused to allow previously public information (CVIs) to be released, interpreting the new Commercial Dog and Cat Breeder Regulation law's data privacy clause to mean that CVIs are private, not public, data, and therefore will not be shared.

An ordinance that prohibits the sale of commercially bred dogs and cats but continues to allow pet stores to co-host adoption events with shelters and rescues is responsible and business-friendly. This ordinance will not affect a consumer's ability to obtain the dog of his or her choice. There is a great community of shelters, rescues, and truly responsible breeders in the Twin Cities Metro area.



## Roseville Pet Store Ordinance

**What:** A pet store ordinance in Roseville to prohibit the sale of dogs and cats acquired from commercial breeders. Pet shop ordinances have been passed in 166 localities across the US, including Los Angeles, Philadelphia, Chicago and Boston.

**Why:** Eliminating puppy and kitten mill puppies and kittens from our local market protects consumers and animals while encouraging the public to adopt homeless animals or seek out reputable breeders who take excellent care of their dogs and cats.

Puppy mills: A puppy mill is an inhumane commercial breeding facility that disregards the health and wellbeing of the animals to maintain a low overhead and increase profits. Pet stores source from both licensed and unlicensed pet breeders. They often claim that a United States Department of Agriculture (USDA)-licensed breeder is not a puppy mill, but this is false. USDA standards allow dogs to be kept in cramped, stacked, wire cages for their entire lives, often in extreme temperatures, denied basic veterinary care, and bred continuously. **USDA standards allow for immense cruelty.**

Puppy mills-pet store link: There is a well-documented and indisputable link between puppy mills and pet stores. Puppy mills thrive on pet store sales because pet stores allow puppy mill cruelty to remain hidden from the public. Humane Society of the United States (HSUS) investigations consistently reveal that pet stores mislead consumers by claiming they obtain puppies from small-scale humane breeders. In reality that option does not exist, because responsible breeders do not sell to pet stores. The HSUS reviewed Codes of Ethics for the National Breed Clubs recognized by the AKC and found that 96% of those National Clubs include statements that their breeders should not and/or do not sell to pet stores.

Sick and behaviorally challenged puppies: Not only are pet store consumers *unknowingly* supporting a very cruel industry, but they often end up dealing with the financial and emotional burden of having a sick or difficult pet. Pet store puppies are often sick because they are born into deplorable conditions, taken from their mothers very early, exposed to a wide range of diseases, and are susceptible to genetic disorders. In addition, a study from the Journal of Veterinary Medicine concluded that puppies should not be obtained from pet stores because dogs are more likely to exhibit many undesirable behavioral characteristics, including aggression and biting.

**How:** This ordinance is designed to require pet shops to switch to a humane model, not put them out of business. It is business-friendly, allowing pet stores to host pet adoption events at their store in conjunction with area shelters and rescues and sell quality products and services (grooming, training, vet care, boarding, etc.). Adoption events not only help decrease pet overpopulation and homelessness, they encourage those who adopt to use the products and services offered at the store. Pet stores that convert to such a model have proven success as well as a better reputation in the community. For instance, PetSmart and PetCo both host adoption events at their store and they are the two most successful pet store chains in the country. Of the top 25 retailers in the nation, only one sells puppies; the other chains sell products and offer quality services.

— Sample —

CITY OF EASTPOINTE  
COUNTY OF MACOMB  
STATE OF MICHIGAN

ORDINANCE NO. 1126

**AN ORDINANCE TO AMEND CHAPTER 8, ANIMALS, BY CREATING A NEW ARTICLE IV, HUMANE PET ACQUISITION, OF THE CODIFIED ORDINANCES OF THE CITY OF EASTPOINTE**

The City of Eastpointe hereby ordains that Chapter 8 of the Codified Ordinances of the City of Eastpointe shall be amended and that a new Article IV, providing for the regulation of humane pet acquisition, shall be implemented as follows:

**Sec. 8-50. Definitions.**

- A. *Animal Control Shelter* means a facility operated by a municipality for the impoundment and care of animals that are found in the streets or at large, animals that are otherwise held due to violations of a municipal ordinance or state law, or animals that are surrendered to the Animal Control Shelter.
- B. *Animal Protection Shelter* means a facility operated by a person, humane society, a society for the prevention of cruelty to animals, or another nonprofit organization for the care of homeless animals.
- C. *Cat* means an animal of the Felidae family or the order Carnivora.
- D. *Certificate of Origin* means a Document declaring the source of the animal sold or transferred by the retail seller. The certificate shall include the name and premise address of the source of the animal.
- E. *Dog* means an animal of the Canidae family of the order Carnivora.
- F. *Existing Pet Store* means any pet store or pet store operator that displayed, sold, delivered, offered for sale, offered for adoption, bartered, auctioned, gave away, or otherwise transferred live animals in the City of Eastpointe on the effective date of this ordinance and complied with all applicable provision of the Code of Ordinance, City of Eastpointe.
- G. *Ferret* means a domesticated animal of any age of the species *Mustela furo*.
- H. *Large Reptiles* mean members of the class reptilian including, but not limited to, monitor lizards, alligators, pythons, boa constrictors, venomous reptiles and constrictor snakes that grow to more than 72 inches long.
- I. *Long-Lived Birds* mean any bird whose life expectancy is expected to exceed 25 years, including but not limited to cockatoos, macaws and amazons.
- J. *Off-Site Retail Store* means the exchange of consideration for an animal, regardless of age of the animal at a location other than where the animal was bred.
- K. *Pet Store* means a place where animals are sold or offered for sale, exchanged, or transferred.
- L. *Pet Store Operator* means a person who owns or operates a pet store, or both.
- M. *Rabbit* means a long-eared short-tailed lagomorph mammal with long hind legs of the Leporidae family.
- N. *Retail Store* means an offer for sale, offer for adoption, barter, auction, give away, display for commercial purposes of otherwise transfer any animal that is not bred on the premises.

- O. *Zoological Park* means any facility, other than a pet shop or kennel, displaying or exhibiting one or more species of non-domesticated animal operated by a person, partnership, corporation, and other business entity or government agency and certified by the Association of Zoos and Aquariums.

**Sec. 8-51. Prohibitions.**

- A. No pet store shall offer for sale, offer for adoption trade, barter, auction, give away, or otherwise transfer dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles.
- B. No person or business entity shall offer for sale, offer for adoption trade, barter, auction, give away, or otherwise transfer dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles on a roadside, public right-of-way, commercial parking lot, outdoor special sale, swap meet, flea market, or other similar event.
- C. No person or business entity shall hold off-site retail sales of animals at a location other than where the animal was bred.
- D. A pet store shall not sell or transfer any live animal without providing disclosure through a Certificate of Origin prior to the sale or transfer.

**Sec. 8-52. Exemptions.**

This article shall not apply to the following:

- A. A person or business entity that sells, offers for sale, offers for adoption, barter, gives away, delivers or otherwise transfers or disposes of dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles that were bred and reared on the premises of the person or business entity.
- B. A publicly operated animal control shelter, animal protection shelter or zoological park.
- C. A private, charitable, nonprofit humane society or animal rescue organization.
- D. A publicly operated animal control agency, nonprofit humane society, or nonprofit animal rescue organization that operates out of or in connection with a pet store.

**Sec. 8-53. Existing Pet Store.**

An existing pet store may continue to display, offer for sale, offer for adoption, barter, auction, give away or otherwise transfer dogs, cats, ferrets, rabbits, long-lived birds, or large reptiles until January 1, 2016.

**Sec. 8-54. Adoption of Shelter and Rescue Animals.**

Nothing in this article shall prevent a pet store or its owner, operator or employees from providing space and appropriate care for animals owned by an Animal Control Shelter, Animal Protection Shelter, nonprofit humane society, or nonprofit animal rescue agency and maintained at the pet store for the purpose of adopting those animals to the public.

**Sec. 8-55. Severability.**

If any section, subsection, clause, phrase or portion of this article is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent portion of this article, and such holding shall not affect the validity of the remaining portions of this ordinance.

**Sec. 8-56. Enforcement.**

The violation of any provision of this article by any person shall be guilty of a misdemeanor which, upon conviction, shall be punished by a fine not to exceed five hundred dollars (\$500.00) or imprisonment for a term not to exceed ninety (90) days in jail, or both, plus costs and other sanctions for each violation.

**CERTIFICATION**

We, Suzanne L. Pixley, Mayor, and Steve M. Duchane, City Clerk for the City of Eastpointe, Macomb County, Michigan, do hereby certify that the foregoing Ordinance 1126 was duly adopted by the City Council after a second reading thereof at a regular meeting of said Council held on Tuesday, September 1, 2015, in the City Hall.

\_\_\_\_\_  
Suzanne L. Pixley, Mayor

\_\_\_\_\_  
Steve M. Duchane, City Clerk

Chapter 347. - Pet Shops/Animal Facility<sup>[19]</sup>*Footnotes:**--- (19) ---**Cross reference— For various provisions pertaining to animals, see Title XX of this Code.*

## Sec. 347.01. - License required.

No person shall keep or maintain a pet shop in Saint Paul without a license.

(Code 1956, § 325.02; C.F. No. 94-410, § 1, 4-27-94; C.F. No. 98-1118, § 1, 1-13-99)

## Sec. 347.02. - Definitions.

*Pet shop* means and includes every place kept or maintained for the care, exhibition for sale, sale or purchase of live dogs, cats, rabbits or other small animals, or any birds, reptiles or fish, but shall not include veterinary hospitals or persons or places selling only frogs, fish, worms or reptiles for use as live bait for fishing. Pet shop licensees shall be exempt from obtaining a dog and cat grooming license pursuant to Chapter 382 of the Legislative Code. In addition, such dog and cat grooming facilities shall be exempt from obtaining a pet shop license.

*Pet shop facility* means any facility engaged in the operation of pet shops.

*Animal facility* includes every place which is engaged in the operation of a pet shop but not a retail pet shop or veterinary hospital.

(Code 1956, §§ 325.01, 325.08; C.F. No. 94-410, § 2, 4-27-94; C.F. No. 98-1118, § 1, 1-13-99; C.F. No. 99-230, § 1, 4-14-99)

## Sec. 347.03. - Fee.

The fee required for each license shall be established by ordinance as specified in section 310.09(b) of the Legislative Code.

(Code 1956, § 325.04; C.F. No. 94-410, § 3, 4-27-94; C.F. No. 98-1118, § 1, 1-13-99)

## Sec. 347.04. - Application.

*Application.* Every applicant for a pet shop license shall file an application with the department of safety and inspections. The application shall be on a form prescribed by the department of safety and inspections containing such information as the director of such department may require including, but not limited to, the applicant's name, address and telephone number and the name, address and telephone number of the pet shop. Each pet shop facility shall be separately licensed. An applicant may also elect to apply for permission to act as a deputy dog license vendor as part of its license and as such is entitled to retain one hundred (100) percent of the license fee for each animal initially licensed.

(Code 1956, § 325.05; C.F. No. 94-410, § 4, 4-27-94; C.F. No. 98-1118, § 1, 1-13-99; C.F. No. 07-149, § 94, 3-28-07)

Sec. 347.05. - Regulations.

- (a) *Premises.* Every person keeping or maintaining a pet shop shall do so entirely within a closed building, shall not keep or maintain any outside kennel service, and shall be subject to and shall comply with all of the rules and regulations of the department of safety and inspections.
- (b) *Exotic animals.* No pet shop shall maintain, keep or harbor any skunk, whether captured in the wild or raised domestically, descended or not descended, vaccinated against rabies or not vaccinated against rabies. No pet shop shall maintain, keep, harbor or sell any red-eared turtle (*Pseudemys scriptaelegans*) with a shell length of less than four (4) inches.
- (c) *Permit required.* Every licensee shall affix in a prominent position to the exterior of the cage, pen, enclosure, or tank housing of any animal requiring a permit to keep within the city, a tag or notice with the words "Saint Paul permit required."
- (d) *Rules and regulations.* The director of the department of safety and inspections may upon notice and hearing promulgate such rules as he or she deems necessary to carry out the provisions and purposes of this chapter, to provide for the proper care of animals and to provide for the cleanliness and proper sanitation in such facilities. Notice of the promulgation of such rules and the hearing date shall be given to all licensees, and notice of the hearing date published once in the legal newspaper. The notice shall advise that at the hearing written or oral comments on proposed rules will be received, and how a copy of the proposed rules can be obtained. Such rules shall be effective after such hearing when filed in the office of the city clerk. Violations of such rules shall be sufficient grounds for adverse action against licenses issued under this chapter.
- (e)

*Records.* Every licensee shall keep a book in which shall clearly be entered, in ink, at the time of each purchase or sale, an accurate account in the English language of any such live animal so purchased or sold, including the name and address of the person by or to whom such purchase or sale is made.

- (f) *Reporting.* Every licensee shall inform the person by or to whom such purchase or sale is made for any animal requiring a permit in order to keep it within the city of the guidelines for obtaining a keeping-of-animal permit.
- (g) *Inspection.* The record herein required to be kept, as well as the premises of each licensee, shall at all reasonable times be open to inspection and examination by the license and health inspectors of the City of Saint Paul.

(Code 1956, §§ 325.01, 325.03, 325.06—325.08; Ord. No. 17215, 2-19-85; C.F. No. 94-410, § 5, 4-27-94; C.F. No. 97-288, § 1, 4-16-97; C.F. No. 98-1118, § 1, 1-13-99; C.F. No. 99-230, § 1, 4-14-99; C.F. No. 07-149, § 95, 3-28-07)



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

Date: 9/19/2016  
Item No.: 15.c

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Department Approval

City Manager Approval



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Item Description: Speak Up Roseville Check-In and Discussion

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1 **BACKGROUND**

2 Early in 2015, the Community Engagement Commission forwarded a unanimous recommendation to  
3 the City Council to incorporate Granicus' civic engagement platform, Speak Up, into the City's  
4 website. This recommendation was approved by the City Council and on March 24, 2015 the City  
5 entered into a 2-year service agreement with Granicus. Policies and procedures for the platform were  
6 developed by staff with input from the Community Engagement Commission and approved by the  
7 City Council in October of 2015 and the module went live in November of 2015.

8 Since its launch, 126 members of the public (non-staff) have joined Speak Up Roseville. The City  
9 has posted nine discussion items, which have generated a total of 198 comments. Users have also  
10 posted 20 ideas, with those ideas garnering 43 additional comments.

11 **BUDGET IMPLICATIONS**

12 The cost of Speak Up Roseville is \$4,800 annually, which is paid from the Communications Fund.  
13 The 24-month agreement will automatically renew for an additional three terms of one year each  
14 unless either party notifies the other of its wish to not renew 30 days prior to each automatic one-  
15 year renewal, the first of which begins on March 24, 2017.

16 **STAFF RECOMMENDATION**

17 Staff recommends continuing to post discussions on Speak Up Roseville and monitoring its  
18 effectiveness as a Civic Engagement tool through January before conducting a final review of the  
19 module to determining whether or not to renew the contract with Granicus in February of 2017.

20 **REQUESTED COUNCIL ACTION**

21 A motion to continue using Speak Up Roseville and review the module in February of 2017 to  
22 determine whether or not to extend the contract with Granicus for its future continued use.

Prepared by: Garry Bowman, Communications Manager  
Attachments: A: Granicus Service Agreement, dated March 24, 2015  
B: Speak Up Roseville Policy and Procedures

## GRANICUS, INC. SERVICE AGREEMENT

THIS SERVICE AGREEMENT (the “**Agreement**”), dated as of March 24, 2015 (the “**Effective Date**”), is entered into between Granicus, Inc. (“**Granicus**”), a California Corporation, and the City of Roseville, MN, a municipal corporation (the “**Client**”).

A. WHEREAS, Granicus is in the business of developing, licensing, and offering for sale various streaming media solutions specializing in Internet broadcasting, and related support services; and

B. WHEREAS, Granicus desires to provide and Client desires to (i) purchase the Granicus Solution as set forth in the Proposal, which is attached as Exhibit A, and incorporated herein by reference, (ii) engage Granicus to integrate its Granicus Software onto the Client Website, (iii) use the Granicus Software subject to the terms and conditions set forth in this Agreement, and (iv) contract with Granicus to administer the Granicus Solution through the Managed Services set forth in Exhibit A.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements, covenants, representations and warranties herein contained, the parties hereto agree as follows:

### 1. GRANICUS SOFTWARE AND MANAGED SERVICES.

1.1 Software and Services. Subject to the terms and conditions of this Agreement, Granicus will provide Client with the Granicus Software, and Managed Services that comprise the Granicus Solution as outlined in Exhibit A. “Managed Services” shall mean the services provided by Granicus to Client as detailed in Exhibit A. “Managed Services Fee” shall mean the monthly cost of the Managed Services, as detailed in Exhibit A.

### 2. GRANT OF LICENSE.

2.1 Ownership. Granicus, and/or its third party supplier, owns the copyright and/or certain proprietary information protectable by law in the Granicus Software.

2.2 Use. Granicus agrees to provide Client with a revocable, non-transferable and non-exclusive license to access the Granicus Software listed in the Solution Description and a revocable, non-sublicensable, non-transferable and non-exclusive right to use the Granicus Software. All Granicus Software is proprietary to Granicus and protected by intellectual property laws and international intellectual property treaties. Pursuant to this Agreement, Client may use the Granicus Software to perform its own work and work of its customers/constituents. Cancellation of the Client’s Managed Services will also result in the immediate termination of the Client’s Software license as described in Section 2.2 hereof.

2.3 Limited Warranty; Exclusive Remedies. Subject to Sections 6.1 and 6.2 of this Agreement, Granicus warrants that the Granicus Software, as provided by Granicus, will substantially perform in accordance with its applicable written specifications for as long as the Client pays for and receives Managed Services. Client’s sole and exclusive remedy for any breach by Granicus of this warranty is to notify Granicus, with sufficient detail of the nonconformance, and provide Granicus with a reasonable opportunity to correct or replace the defective Granicus Software. Client agrees to comply with Granicus’ reasonable instructions with respect to the alleged defective Granicus Software.

2.4 Limitations. Except for the license in Section 2.2, Granicus retains all ownership and proprietary rights in and to the Granicus Software, and Client is not permitted, and will not assist or permit a third party, to: (a) utilize the Granicus Software in the capacity of a service bureau or on a time share basis; (b) reverse engineer, decompile or otherwise attempt to derive source code from the Granicus Software; (c) provide, disclose, or otherwise make available the Granicus Software, or copies thereof, to any third party; or (d) share, loan, or otherwise allow another Meeting Body, in or outside its jurisdiction, to use the Granicus Software, or copies thereof, except as expressly outlined in the Proposal.

### 3. PAYMENT OF FEES

3.1 Client agrees to pay all costs as outlined in Exhibit A.

3.2 Fifty percent (50%) of all up-front fees for all product suites are due upon Granicus' receipt of a purchase order. The remaining fifty percent (50%) of up-front fees for each product suite are due upon completion of deployment for that suite. Quarterly billing for Managed Services for associated product suites shall begin upon completion of deployment of each suite. Client will be invoiced a pro-rated amount from the product suite deployment completion date through the end of the quarter. Thereafter, Client will be billed each January 1, April 1, July 1, and October 1. Client agrees to pay all invoices from Granicus within thirty (30) days of receipt of invoice. Client acknowledges that each suite is fully operational separate from the other purchased suites. Client's acceptance of any individual suite is not conditioned upon the acceptance of any other suite as they are separate solutions.

For Open Platform, Government Transparency, and Meeting Efficiency Suites, deployment is complete once the software is installed, tested and deemed by Granicus to be ready for Client's use. For Legislative Management deployment is complete once the hardware and software are installed, tested, and deemed by Granicus to be ready for Client's use, and the Legistar database is configured for the Client. The database is considered to be fully configured after the final Needs Analysis Call.

3.3 Granicus, Inc. shall send all invoices to:

Name: Garry Bowman  
Title: Communications Manager  
Address: 2660 Civic Center Drive, Roseville, MN 55113

3.4 Upon renewal of this Agreement, Granicus may include (in which case Client agrees to pay) a maximum increase of the current CPI percentage rate (as found at The Bureau of Labor and Statistics website <http://www.bls.gov/CPI/>) or three (3) percent a year on Client's Managed Services Fee, whichever is larger.

3.5 Training Usage Policies. Granicus has established best practice training plans around success with Granicus services, and Clients are encouraged to take advantage of all purchased training up-front in order to achieve the maximum amount of success with their services. All purchased training must be completed within sixty (60) days of the date of the first date of training per suite. Any purchased training not used during this sixty (60) day period will expire. If Client feels that it is necessary to obtain more training after the initial sixty (60) day period, Client may purchase additional training at that time

3.6 Training Cancellation Policies. Granicus' policies on Client cancellation of scheduled trainings are as follows:

(a) Onsite Training. For any cancellations within forty-eight (48) hours of the scheduled onsite training, Granicus, at its sole discretion, may invoice the Client for one hundred (100) percent of the purchased training costs and all actual travel expenses, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

(b) Online Training. For any cancellations within twenty-four (24) hours of the scheduled online training, Granicus, at its sole discretion, may invoice the Client for fifty (50) percent of the purchased training costs, including any incurred third party cancellation fees. Subsequent training will need to be purchased and scheduled at the previously quoted pricing.

#### 4. CONTENT PROVIDED TO GRANICUS

4.1 Responsibility for Content. The Client shall have sole control and responsibility over the determination of which data and information shall be included in the Content that is to be transmitted, including, if applicable, the determination of which cameras and microphones shall be operational at any particular time and at any particular location. However, Granicus has the right (but not the obligation) to remove any Content that Granicus believes violates any applicable law or this Agreement.

4.2 Restrictions. Client shall not knowingly provide Granicus with any Content that: (i) infringes any third party's copyright, patent, trademark, trade secret or other proprietary rights; (ii) violates any law, statute, ordinance or regulation, including without limitation the laws and regulations governing export control and e-mail/spam; (iii) is defamatory or trade libelous; (iv) is pornographic or obscene, or promotes, solicits or comprises inappropriate, harassing, abusive, profane, defamatory, libelous, threatening, indecent, vulgar, or otherwise objectionable or constitutes unlawful content or activity; (v) contains any viruses, or any other similar software, data, or programs that may damage, detrimentally interfere with, intercept, or expropriate any system, data, information, or property of another.

5. TRADEMARK OWNERSHIP. Granicus and Client's Trademarks are listed in the Trademark Information exhibit attached as Exhibit D.

5.1 Each Party shall retain all right, title and interest in and to their own Trademarks, including any goodwill associated therewith, subject to the limited license granted to the Client pursuant to Section 2 hereof. Upon any termination of this Agreement, each Party's right to use the other Party's Trademarks pursuant to this Section 5 terminates.

5.2 Each party grants to the other a non-exclusive, non-transferable (other than as provided in Section 5 hereof), limited license to use the other party's Trademarks as is reasonably necessary to perform its obligations under this Agreement, provided that any promotional materials containing the other party's trademarks shall be subject to the prior written approval of such other party, which approval shall not be unreasonably withheld.

#### 6. LIMITATION OF LIABILITY

6.1 Warranty Disclaimer. Except as expressly provided herein, Granicus' services,

software and deliverables are provided "as is" and Granicus expressly disclaims any and all express or implied warranties, including but not limited to implied warranties of merchantability, and fitness for a particular purpose. Granicus does not warrant that access to or use of its software or services will be uninterrupted or error free. In the event of any interruption, Granicus' sole obligation shall be to use commercially reasonable efforts to restore access.

6.2 Limitation of Liabilities. To the maximum extent permitted by applicable law, Granicus and its suppliers and licensors shall not be liable for any indirect, special, incidental, consequential, or punitive damages, whether foreseeable or not, including but not limited to: those arising out of access to or inability to access the services, software, content, or related technical support; damages or costs relating to the loss of: profits or revenues, goodwill, data (including loss of use or of data, loss or inaccuracy or corruption of data); or cost of procurement of substitute goods, services or technology, even if advised of the possibility of such damages and even in the event of the failure of any exclusive remedy. In no event will Granicus' and its suppliers' and licensors' liability exceed the amounts paid by client under this agreement regardless of the form of the claim (including without limitation, any contract, product liability, or tort claim (including negligence, statutory or otherwise)).

6.3. Indemnification. To the extent permitted by law, Granicus shall defend, indemnify and hold harmless the Client from and against all patent, copyright, and trade secret damages and liability arising out of Granicus's performance of this Agreement. Granicus shall not be responsible for any damages or liability to the extent caused by the negligence or willful misconduct of the City or any of its employees, agents, or representatives acting in an official capacity. In the event of any court action or proceeding arising out of Granicus's performance of this Agreement, Granicus shall defend, at its own expense, the action or proceeding. The Client shall promptly notify Granicus of the filing of any such action and cooperate with Granicus in the defense thereof.

## 7. CONFIDENTIAL INFORMATION & OWNERSHIP.

7.1 Confidentiality Obligations. Confidential Information shall mean all proprietary or confidential information disclosed or made available by the other party pursuant to this Agreement that is identified as confidential or proprietary at the time of disclosure or is of a nature that should reasonably be considered to be confidential, and includes but is not limited to all business, technical and other information (including without limitation, all product, services, financial, marketing, engineering, research and development information, product specifications, technical data, data sheets, software, inventions, processes, training manuals, know-how and any other information or material), disclosed from time to time by the disclosing party to the receiving party, directly or indirectly in any manner whatsoever (including without limitation, in writing, orally, electronically, or by inspection); provided, however, that Confidential Information shall not include the Content that is to be published on the website(s) of Client.

7.2 Each party agrees to keep confidential and not disclose to any third party, and to use only for purposes of performing or as otherwise permitted under this Agreement, any Confidential Information. The receiving party shall protect the Confidential Information using measures similar to those it takes to protect its own confidential and proprietary information of a similar nature but not less than reasonable measures. Each party agrees not to disclose the Confidential Information to any of its Representatives except those who are required to have the Confidential Information in connection with this Agreement and then only if such Representative is

either subject to a written confidentiality agreement or otherwise subject to fiduciary obligations of confidentiality that cover the confidential treatment of the Confidential Information.

7.3 Exceptions. The obligations of this Section 7 shall not apply if receiving party can prove by appropriate documentation that such Confidential Information (i) was known to the receiving party as shown by the receiving party's files at the time of disclosure thereof, (ii) was already in the public domain at the time of the disclosure thereof, (iii) entered the public domain through no action of the receiving party subsequent to the time of the disclosure thereof, or (iv) is required by law or government order to be disclosed by the receiving party, provided that the receiving party shall (i) notify the disclosing party in writing of such required disclosure as soon as reasonably possible prior to such disclosure, (ii) use its commercially reasonable efforts at its expense to cause such disclosed Confidential Information to be treated by such governmental authority as trade secrets and as confidential.

7.4 Notwithstanding any other provisions of this Agreement, both parties expressly agree that all data of any form or media is subject to federal and state public data laws, including the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and both parties shall abide by all such statutory obligations.

## 8. TERM

8.1 The term of this Agreement shall commence on the date hereof and shall continue in full force and effect for twenty-four (24) months after the date hereof. This Agreement shall automatically renew for an additional three (3) terms of one (1) year each, unless either party notifies the other in writing at least thirty (30) days prior to each such automatic one-year renewal that the party does not wish to renew this Agreement.

8.2 Rights Upon Termination. Upon any expiration or termination of this Agreement, and unless otherwise expressly provided in an exhibit to this Agreement:

(a) Client's right to access or use the Granicus Solution, including Granicus Software, terminates and Granicus has no further obligation to provide any services;

(b) Client shall immediately return the Granicus Software and all copies thereof to Granicus, and within thirty (30) days of termination, Client shall deliver a written certification to Granicus certifying that it no longer has custody of any copies of the Granicus Software.

8.3 Obligations Upon Termination. Upon any termination of this Agreement,

(a) the parties shall remain responsible for any payments that have become due and owing up to the effective date of termination;

(b) the provisions of 2.1, 2.4, 3, 4, 5, 6.1, 6.2, 7, 8.3, and 10 of the agreement, and applicable provisions of the Exhibits intended to survive, shall survive termination of this Agreement and continue in full force and effect;

(c) pursuant to the Termination or Expiration Options Regarding Content, Granicus shall allow the Client limited access to the Client's Content, including, but not limited to, all video recordings, timestamps, indices, and cross-referenced documentation. The Client shall also have the option to order hard copies of the Content in the form of

compact discs or other equivalent format; and

(d) Granicus has the right to delete Content within sixty (60) days of the expiration or termination of this Agreement.

9. PATENT, COPYRIGHT AND TRADE SECRET INFRINGEMENT.

9.1 Granicus' Options. If the Granicus Software becomes, or in Granicus' opinion is likely to become, the subject of an infringement claim, Granicus may, at its option and sole discretion, (i) obtain for Client the right to continue to use the Granicus Software as provided in this Agreement; (ii) replace the Granicus Software with another software product that provides similar functionality; or (iii) if Granicus determines that neither of the foregoing options are reasonably available, Granicus may cease providing the applicable services or require that Client cease use of and destroy the Granicus Software. In that event, and provided that Client returns or destroys (and certify to such destruction of) all copies of the Granicus Software in Client's possession or control, if any, Granicus will refund all monthly managed service fees paid by Client under the current agreement applicable to the period after the time Granicus ceases to provide the applicable software services or requires the Client to cease use of and destroy the Granicus software.

10. INTERLOCAL AGREEMENT.

10.1 This contract may be extended for use by other municipalities, school districts and governmental agencies. Any such usage by other entities must be in accordance with the City Code, Charter and/or procurement rules and regulations of the respective governmental entity.

11. MISCELLANEOUS.

11.1 Amendment and Waiver. This Agreement may be amended, modified, waived or canceled only in writing signed by each of the parties hereto or, in the case of a waiver, by the party waiving compliance. Any failure by either party to strictly enforce any provision of this Agreement will not be a waiver of that provision or any further default.

11.2 Governing Law. The laws of the State of Minnesota shall govern the validity, construction, and performance of this Agreement, without regard to its conflict of law principles.

11.3 Construction and Severability. Wherever possible, each provision of this Agreement shall be interpreted so that it is valid under applicable law. If any provision of this Agreement is held illegal or unenforceable, that provision will be reformed only to the extent necessary to make the provision legal and enforceable; all remaining provisions continue in full force and effect.

11.4 Independent Contractors. The parties are independent contractors, and no other relationship is intended by this Agreement.

11.5 Force Majeure. Other than payment obligations, neither party is responsible for any delay or failure in performance if caused by any event outside the reasonable control of the party, including without limitation acts of God, government regulations, shortage of supplies, act of war, act of terrorism, earthquake, or electrical, internet or telecommunications outage.

11.6 Closed Captioning Services. Client and Granicus may agree that closed captioning or transcription services will be provided by a third party under this agreement. In such case, Client expressly understands that the third party is an independent contractor and not an agent or employee of Granicus. Granicus is not liable for acts performed by such independent third party.

This Agreement consists of this Service Agreement as well as the following exhibits, which are incorporated herein by reference as indicated:

- Exhibit A: Proposal
- Exhibit B: Support Information
- Exhibit C: Hardware Exhibit
- Exhibit D: Trademark Information
- Exhibit E: Termination or Expiration Options Regarding Content

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives,

**GRANICUS, INC.**

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

Jason Fletcher

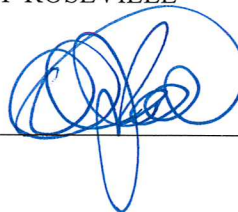
Its: Chief Executive Officer

Address:

600 Harrison St, Suite 120

San Francisco, CA 94107

CITY OF ROSEVILLE



\_\_\_\_\_  
Mayor



\_\_\_\_\_  
City Manager



CITY OF ROSEVILLE

**SPEAK UP ROSEVILLE**

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**POLICIES AND PROCEDURES**



2660 CIVIC CENTER DRIVE  
ROSEVILLE, MN 55113

Revised: 10/05/15

## **Speak Up Roseville Policy**

October 2015

### **I. Policy**

The City of Roseville will determine how its web-based civic engagement module, Speak Up Roseville, will be designed, implemented and managed as part of its overall communication strategy.

### **II. Purpose**

This policy establishes guidelines for the use of Speak Up Roseville. The policy ensures the proper use of the civic engagement module by its employees and residents and establishes procedures for operating the module in a positive and informative fashion. Staff tasked with using the module shall have the responsibility to use these resources in an efficient, effective, ethical and lawful manner.

### **III. Scope**

This policy applies specifically to the Speak Up Roseville civic engagement module. The City's official website, [www.cityofroseville.com](http://www.cityofroseville.com) shall remain the City's primary online medium for communicating information to the public.

### **IV. Definition**

Speak Up Roseville is a civic engagement module integrated into the City's website that allows for resident generation of questions and topic, feedback through discussions on selected topics, and direct feedback via surveys. The module allows residents to find out about ongoing Projects, create/share/vote on citizen-generated Ideas, and connect with other residents that share their interests.

### **V. General Conditions & Restrictions**

#### **Goals**

The goals of integrating a civic engagement module are:

- To promote the value and importance of civic participation among residents
- To sustain the productive involvement of its residents
- To engage a broader audience and generate fresh ideas
- To better inform residents of new and ongoing projects
- To seek feedback from residents about current and potential projects as well as issues of community or neighborhood concern
- To foster 2-way communications channels between the City and its residents, and to maintain an open, professional and responsive dialog with residents

### **VI. Management of Civic Engagement Module**

Communications staff will be responsible for day-to-day maintenance of Speak Up Roseville. Communications staff may at times rely on the expertise of additional city staff, the city manager, department heads, city councilmembers, and commissions to assist with interactions as necessary.

When using Speak Up Roseville a representative of the City of Roseville will:

- Adhere to personnel policies
- Use appropriate language
- Not provide private or confidential information
- Not negatively comment on community partners or their services
- Not provide information related to pending decisions that would compromise negotiations
- Be aware that all content added to a site is subject to open records/right to know laws and discovery in legal cases
- Provide a timely response or acknowledgement of information being gathered

#### **VII. Use**

The primary use of Speak Up Roseville will be for the City to better inform residents of new and ongoing projects and to receive feedback from residents about those projects and other issues of community concern. Speak Up Roseville will also be a place where residents can share their own ideas, ask questions, and receive responses from the City.

#### **VIII. Posting of Topics**

City staff will be primarily tasked with generating and moderating topics for inclusion on Speak Up Roseville. The City Council may also generate topics. Commissions may suggest topics for staff to include in the discussion section of the module. Inclusion of suggested topics made by commissions shall be determined by the City Manager. Residents' ideas and discussion items shall be posted in the Ideas section of the module; however should staff determine that an idea should be escalated to a discussion it may choose to do so after consultation with the City Manager. Staff and Commissions interested in employing the survey function of Speak Up Roseville shall do so only after receiving approval from the City Council. Staff will also make it known that the surveys are for informational purposes and are not meant to serve as scientific measurements of public opinion.

#### **IX. Hosting, Training, and Support**

City of Roseville Communications staff will provide basic training to the primary staff members responsible for maintaining Speak Up Roseville.

#### **X. Data Retention**

The City will comply with the Minnesota General Record Retention Schedule. Routine social media posts and comments by residents are considered "transitory correspondence," as defined by the Minnesota General Records Retention Schedule. These messages are not required to be retained.

#### **XI. Disclaimer**

*The following disclaimer will be posted as a part of Speak Up Roseville:*

Speak Up Roseville is operated by the City of Roseville. The City reserve the right, at our sole discretion, to change, modify, add or delete comments or posts, photos and video at any time.

Comments associated with unlawful activity or that contain offensive or vulgar language or photos, personal attacks on staff or members of the public, political endorsements of any kind, commercial advertisements or any other form of commercial solicitation will be removed.

The City of Roseville has the right to reproduce any pictures or videos to this site in any of its publications or websites or any other media outlets.

The views, postings or opinions expressed on this site do not necessarily reflect those of the City of Roseville.

## **XII. Advertising**

The City of Roseville does not endorse any product, service, company or organization advertising through its civic engagement module.

## **XIII. Privacy Policy**

The City of Roseville does not share information gathered through its social media sites with third parties for promotional purposes. However, any information you provide to the city is subject to the Minnesota Data Practices Act. This law classifies certain information as available to the public upon request.

## **XIV. Moderating Public Comments**

City of Roseville staff, with administrative rights, will not edit posted comments, but may remove comments that are abusive; obscene; defamatory; in violation of the copyright, trademark right or other intellectual property right of any third party; or otherwise inappropriate or incorrect. The following may be removed by city staff:

- Potentially libelous comments
- Obscene or racist comments or other discriminatory comments
- Personal attacks, insults or threatening language
- Plagiarized material
- Private, personal information published without consent
- Comments totally unrelated to the topic of the forum
- Commercial promotions or spam
- Hyperlinks to material that is not directly related to the discussion
- Sexual content or links to sexual content
- Encourage or promote illegal activity
- Promote political campaigns or ballot measures
- Information that may compromise the safety or security of the public
- Posts by individuals using aliases or false names to utilize module

In addition, residents may flag abusive or offensive comments as part of the Speak Up Roseville terms of use. Once a comment has been flagged it will be placed into a queue for staff review. Should staff determine the comment to have violated the module's terms of conditions the comment will be deleted and the posting member warned. Repeated offensive posts may result in loss of posting privileges for the offending poster.

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

Date: 9/19/2016  
Item No.: 15.d

Department Approval

City Manager Approval



Item Description: City Newsletter Discussion

**BACKGROUND**

The City of Roseville communicates news to residents through a variety of channels. One of the main communication tools is the resident newsletter, "City News." The eight-page, broadsheet (11x17) newsletter is mailed to every resident and business with a Roseville mailing address on a bi-monthly basis.

Over the past two years, City staff has invested significant time and energy in transforming both the content and presentation of the newsletter. The vision behind the changes has been to provide residents with fresh, relevant information that is attractively and professionally presented. A completed redesign of the newsletter debuted in November of 2015 and over the past 20 months staff has endeavored to introduce several new elements, including staff and volunteer spotlights, broader event coverage, and greater recognition of the roles played by the City's vibrant business community.

These efforts have been well received by residents. According to the community survey conducted by Morris Leatherman this past April, the City newsletter was the most often specified primary source of information about the community. Residents also rate its value in keeping them informed about activities in the city, with 85 percent reporting that they regularly read the publication and 91 percent citing it as an effective source of information.

These results are a testament to the effort put into the City News. The editorial decisions, content creation, creative collaboration, printing and mail consume a substantial amount of staff time. The City also makes a significant financial investment in the newsletter. Under the current printing contract negotiated in May, printing the City News costs \$25,560 annually. Mail delivery adds approximately \$18,000 per year for a total cost of \$43,560, exclusive of staff time.

With the success of City News there have been inquiries about increasing its distribution to a monthly schedule. There are benefits to timeliness in doing so for some items. However, in addition to doubling the production costs, transitioning to a monthly newsletter would present a significant challenge to staff in terms of both content creation and time investment.

The newsletter takes approximately a month to design, print and distribute through the mail before it reaches residents. Under the current distribution schedule staff has a one-month production period to develop, craft, and edit content. Moving to a monthly schedule would eliminate that one-month buffer, effectively making newsletter production an on-going process.

38 Staff has demonstrated that effective use of alternative communication channels – local news outlets,  
39 the City website, news releases, email distribution, social media platforms – can effectively fill the  
40 communication gaps when needed and successfully inform residents of time-sensitive items.

41 **BUDGET IMPLICATIONS**

42 Transitioning the newsletter to a monthly distribution schedule would double the City’s investment  
43 in the publication to approximately \$87,120 annually.

44 **STAFF RECOMMENDATION**

45 Staff recommends maintaining distribution of the City’s resident newsletter on a bi-month basis.

46 **REQUESTED COUNCIL ACTION**

47 A motion to maintain the current bi-monthly production schedule for City News.

Prepared by: Garry Bowman, Communications Manager

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

Date: September 19, 2016  
Item No.: 15.e

Department Approval

City Manager Approval



Item Description: Adopt an Interim Ordinance Prohibiting Requests for Residential Minor Subdivisions

**BACKGROUND**

On September 12 the City Council reviewed and approved a request for a Minor Subdivision at 1926 Gluek Lane. The City Council heard testimony concerning observations of inadequate drainage and stormwater run-off by residents in the area. The concerns expressed by residents of the neighborhood prompted the City Council to direct staff to draft an Interim Ordinance (Attachment A) for consideration that would prohibit applications for *residential* Minor Subdivisions while the City explore either text amendments or an update to Title 11 of City Code. Commercial properties are not included in the draft Interim Ordinance as commercial requests most often trigger additional requirements for stormwater management and/or approval from the watershed district whereas applications on single-family lots do not.

Minnesota Statutes Section 462.355 (Attachment B) allows the City to adopt a temporary interim ordinance for a period of up to twelve (12) months from the date it is effective to allow for a study to be performed, for the adoption of a comprehensive plan, or to review official land use/zoning controls in order to protect the public health, safety and general welfare.

**Duration of Moratorium and Subdivision/Minor Subdivision Code Review**

Planning Division staff recommends, due to the nature of concerns expressed, that an Interim Ordinance prohibit requests for residential minor subdivisions for up to 180 days. The 180 day duration is suggested to allow staff time to work with a consultant on how the minor subdivision process may be updated, altered, or revised to reduce assumptions based on conceptual information during the decision-making stage. Staff suggests that the Minor Subdivision language be the first priority of a larger-scale review of the Subdivision Code. Once the City Council is comfortable with suggested revisions and adopts the appropriate amendments to the Minor Subdivision process, the moratorium on minor subdivision requests could be lifted as further review of the subdivision code continues. Additionally, reviewing the Minor Subdivision process with the consultant responsible for the subdivision code, will allow for a more holistic review and better integration into the code at-large.

The Planning Division has had preliminary discussions with Sambatek regarding a review of the Subdivision Code. The earliest Sambatek would be able to begin review would be at the end of 2016/early 2017. Planning Staff suggests the 180 days to allow enough time to solicit proposals from other firms, or to begin with Sambatek when available. The Planning Division feels confident that a moratorium heading into the Fall and Winter months won't stifle a high volume of requests for minor

34 subdivisions as the range of requests for minor subdivisions has typically ranged from zero to seven  
35 applications annually.

36

37 **POLICY OBJECTIVE**

38 An interim ordinance (moratorium) is generally enacted when the City Council believes the current  
39 regulatory or development situation could result in an outcome that is in opposition to City policies.  
40 The City Council has expressed a desire to study our subdivision code, and 180 days should be a  
41 sufficient period of time for the City Council to complete that task.

42

43 **BUDGET IMPLICATIONS**

44 The Planning Division estimates that the study of the Subdivision Code would range between \$7,000  
45 and \$10,000 to complete. A review of the subdivision code was already slotted as a 2016 priority, and  
46 budgeted accordingly.

47

48 **STAFF RECOMMENDATION**

49 Adopt an Interim Ordinance prohibiting residential minor subdivision requests for a period of 180 days  
50 for the purpose of studying Subdivision/Minor Subdivision language in Roseville City Code.

51

52 **REQUESTED COUNCIL ACTION**

53 Motion to adopt an Interim Ordinance prohibiting residential minor subdivision requests for a period of  
54 180 days for the purpose of studying Subdivision/Minor Subdivision language in Roseville City Code.

55

Prepared by: Kari Collins, Interim Community Development Director

Attachment A: Draft Interim Ordinance

Attachment B: Minnesota Statutes Section 462.355



**City of Roseville  
ORDINANCE NO.**

**AN INTERIM ORDINANCE TEMPORARILY PROHIBITING MINOR  
SUBDIVISIONS OF RESIDENTIAL PROPERTY IN THE CITY OF  
ROSEVILLE**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Purpose and Intent

The City of Roseville (“City”) recognizes significant public interest and concern over Minor Subdivision requests as defined within Title 11 of Roseville City Code.

The City desires to regulate requests for residential minor subdivisions (divisions of land that result in three lots or fewer), in a manner that is consistent with the purpose and intent of the Comprehensive Plan and Zoning Ordinance. Due to the conceptual nature of the Minor Subdivision process, and limitations to codified submission requirements, the City recognizes that certain protections may not be thoroughly vetted at the time an application requires City Council approval.

Minnesota Statutes Section 462.355 allows the City to adopt a temporary interim ordinance for a period of up to twelve (12) months from the date it is effective, to allow for such study and adoption of comprehensive plan, zoning and/or other official land use controls in order to protect the public health, safety and general welfare. The same statute allows for the limited extension of the period under particular circumstances.

The City has concluded that additional study is required to explore what type of preliminary information should be provided to fully mitigate concerns such as storm water run-off, drainage, and/or lot shape design in the Minor Subdivision process outlined in City Code.

There is a need for an interim ordinance to be adopted for the purpose of protecting the planning process and the health, safety, and welfare of the citizens of the City until such a study has been completed.

SECTION 2: Prohibition

Pursuant to State Statutes 462.355, the City hereby adopts and approves this interim ordinance temporarily prohibiting requests for Minor Subdivisions as defined in Roseville City Code Title 11 across the entire City. During the effective period of this interim ordinance, the City will not accept any application for Minor Subdivisions.

44 All requests for Minor Subdivision applications received prior to the effective date of this  
45 ordinance will remain valid and continue forward in the review and approval process  
46 normally.

47  
48 SECTION 3: Effective Date and Duration

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50 This ordinance shall take effect and be in full force from and after its passage and  
51 publication. It shall remain in effect for 180 days, after which occurrence this ordinance  
52 shall lapse, unless properly extended pursuant to state law.

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54 Passed by the City Council of the City of Roseville this 19<sup>TH</sup> day of September  
55 2016.

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*AN INTERIM ORDINANCE TEMPORARILY PROHIBITING MINOR SUBDIVISIONS*

(SEAL)

CITY OF ROSEVILLE

BY: \_\_\_\_\_  
Daniel J. Roe, Mayor

ATTEST:

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

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**ORDINANCE SUMMARY NO.**

**AN INTERIM ORDINANCE TEMPORARILY PROHIBITING MINOR SUBDIVISIONS  
OF RESIDENTIAL PROPERTY IN THE CITY OF ROSEVILLE**

The following is the official summary of Ordinance No. approved by the City Council of the City of Roseville, Minnesota on September 19, 2016:

An Interim Ordinance prohibiting minor subdivision requests of residential property has been enacted for 180 days to allow the City to study revisions to Title 11 of Roseville City Code.

A printed copy of the Ordinance is 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.cityofroseville.com](http://www.cityofroseville.com)).

Attest: \_\_\_\_\_  
Patrick Trudgeon, City Manager

**462.355 ADOPT, AMEND COMPREHENSIVE PLAN; INTERIM ORDINANCE.**

Subdivision 1. **Preparation and review.** The planning agency shall prepare the comprehensive municipal plan. In discharging this duty the planning agency shall consult with and coordinate the planning activities of other departments and agencies of the municipality to insure conformity with and to assist in the development of the comprehensive municipal plan. In its planning activities the planning agency shall take due cognizance of the planning activities of adjacent units of government and other affected public agencies. The planning agency shall periodically review the plan and recommend amendments whenever necessary. When preparing or recommending amendments to the comprehensive plan, the planning agency of a municipality located within a county that is not a greater than 80 percent area, as defined in section 103G.005, subdivision 10b, must consider adopting goals and objectives that will protect open space and the environment.

Subd. 1a. **Update by metropolitan municipalities.** Each municipality in the metropolitan area, as defined in section 473.121, subdivision 2, shall review and update its comprehensive plan and fiscal devices and official controls as provided in section 473.864, subdivision 2.

Subd. 2. **Procedure to adopt, amend.** The planning agency may, unless otherwise provided by charter or ordinance consistent with the municipal charter, recommend to the governing body the adoption and amendment from time to time of a comprehensive municipal plan. The plan may be prepared and adopted in sections, each of which relates to a major subject of the plan or to a major geographical section of the municipality. The governing body may propose the comprehensive municipal plan and amendments to it by resolution submitted to the planning agency. Before adopting the comprehensive municipal plan or any section or amendment of the plan, the planning agency shall hold at least one public hearing thereon. A notice of the time, place and purpose of the hearing shall be published once in the official newspaper of the municipality at least ten days before the day of the hearing.

Subd. 3. **Adoption by governing body.** A proposed comprehensive plan or an amendment to it may not be acted upon by the governing body until it has received the recommendation of the planning agency or until 60 days have elapsed from the date an amendment proposed by the governing body has been submitted to the planning agency for its recommendation. Unless otherwise provided by charter, the governing body may by resolution adopt and amend the comprehensive plan or portion thereof as the official municipal plan upon such notice and hearing as may be prescribed by ordinance. Except for amendments to permit affordable housing development, a resolution to amend or adopt a comprehensive plan must be approved by a two-thirds vote of all of the members. Amendments to permit an affordable housing development are approved by a simple majority of all of the members. For purposes of this subdivision, "affordable housing development" means a development in which at least 20 percent of the residential units are restricted to occupancy for at least ten years by residents whose household income at the time of initial occupancy does not exceed 60 percent of area median income, adjusted for household size, as determined by the United States Department of Housing and Urban Development, and with respect to rental units, the rents for affordable units do not exceed 30 percent of 60 percent of area median income, adjusted for household size, as determined annually by the United States Department of Housing and Urban Development.

Subd. 4. **Interim ordinance.** (a) If a municipality is conducting studies or has authorized a study to be conducted or has held or has scheduled a hearing for the purpose of considering adoption or amendment of a comprehensive plan or official controls as defined in section 462.352, subdivision 15, or if new territory for which plans or controls have not been adopted is annexed to a municipality, the governing body of the municipality may adopt an interim ordinance applicable to all or part of its jurisdiction for the purpose of protecting the planning process and the health, safety and welfare of its citizens. The interim ordinance may

regulate, restrict, or prohibit any use, development, or subdivision within the jurisdiction or a portion thereof for a period not to exceed one year from the date it is effective.

(b) If a proposed interim ordinance purports to regulate, restrict, or prohibit activities relating to livestock production, a public hearing must be held following a ten-day notice given by publication in a newspaper of general circulation in the municipality before the interim ordinance takes effect.

(c) The period of an interim ordinance applicable to an area that is affected by a city's master plan for a municipal airport may be extended for such additional periods as the municipality may deem appropriate, not exceeding a total additional period of 18 months. In all other cases, no interim ordinance may halt, delay, or impede a subdivision that has been given preliminary approval, nor may any interim ordinance extend the time deadline for agency action set forth in section 15.99 with respect to any application filed prior to the effective date of the interim ordinance. The governing body of the municipality may extend the interim ordinance after a public hearing and written findings have been adopted based upon one or more of the conditions in clause (1), (2), or (3). The public hearing must be held at least 15 days but not more than 30 days before the expiration of the interim ordinance, and notice of the hearing must be published at least ten days before the hearing. The interim ordinance may be extended for the following conditions and durations, but, except as provided in clause (3), an interim ordinance may not be extended more than an additional 18 months:

(1) up to an additional 120 days following the receipt of the final approval or review by a federal, state, or metropolitan agency when the approval is required by law and the review or approval has not been completed and received by the municipality at least 30 days before the expiration of the interim ordinance;

(2) up to an additional 120 days following the completion of any other process required by a state statute, federal law, or court order, when the process is not completed at least 30 days before the expiration of the interim ordinance; or

(3) up to an additional one year if the municipality has not adopted a comprehensive plan under this section at the time the interim ordinance is enacted.

**History:** 1965 c 670 s 5; 1976 c 127 s 21; 1977 c 347 s 68; 1980 c 566 s 24; 1983 c 216 art 1 s 67; 1985 c 62 s 1,2; 1995 c 176 s 4; 2004 c 258 s 1; 2005 c 41 s 17; 1Sp2005 c 1 art 1 s 91; 2008 c 297 art 1 s 59; 2010 c 347 art 1 s 24