Mayor:

Dan Roe

Councilmembers:

Jason Etten Wayne Groff Robin Schroeder Julie Strahan



City Council Agenda Monday, February 13, 2023 6:00 p.m.

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

www.cityofroseville.com/attendmeeting

Address:

2660 Civic Center Dr. Roseville, MN 55113

Phone:

651 - 792 - 7000

Website:

www.cityofroseville.com

- 6:00 P.M. Roll Call Voting & Seating Order: Groff, Strahan, Etten, Schroeder, and Roe
- 6:01 P.M. Pledge of Allegiance
- 3. 6:02 P.M. Approve Agenda
- 4. 6:03 P.M. Public Comment
- 5. Recognitions and Donations
- 6. 6:08 P.M. Items Removed from Consent Agenda
- 7. Business Items
- 7.A. 6:10 P.M. Receive Presentation from Northeast Youth & Family Services President and CEO Angela Lewis Dmello

Documents:

PRESENTATION.PDF

7.B. 6:25 P.M. Consider 2022 Lake Owasso Water Ski Slalom Course Permit Request

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.C. 6:30 P.M. 2022 Tobacco Presumptive Penalty Approval Speedway

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.D. 6:40 P.M. 2022 Alcohol Presumptive Penalty Approval Speedway

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.E. 6:50 P.M. 2022 Alcohol Presumptive Penalty Approval Crave Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.F. 7:00 P.M. 2022 Alcohol Presumptive Penalty Approval Davannis Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.G. 7:10 P.M. 2022 Alcohol Presumptive Penalty Approval Red Lobster Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.H. 7:20 P.M. Continuation: Consider issuance of a Short-Term Rental License for 1901 Ryan Ave.

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

7.I. 7:30 P.M. Consider an Ordinance amending Title 9, Section 909 of the City Code in order to stop issuance of new Short Term Rental licenses

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF BENCH HANDOUT ITEM 7.I.PDF

- 8. Council Direction on Councilmember Initiated Agenda Items
- 9. 8:00 P.M. Approval of City Council Minutes
 Approve City Council Minutes from January 23, 2023

Approve EDA Minutes from January 23, 2023

- 10. 8:05 P.M. Approve Consent Agenda
- 10.A. Approve Payments

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.B. Approval of 1 Cigarette/Tobacco Products License, and 2 Tetrahydrocannabinol (THC) Licenses.

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

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

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.D. Adopt a Resolution to Accept 2022 Police Donations

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENT.PDF

10.E. Approve 2023 Auto Theft Prevention Grant Applications

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.F. Adopt a Resolution Approving MnDOT Cooperative Construction Agreement No. 1051804 – TH 36 & Fairview Avenue Ramps Improvement

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.G. Approve Encroachment Agreement at 931 County Rd B2

Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

10.H. Approve Resolution Authorizing Revocation and Designation of Municipal State Aid Roads

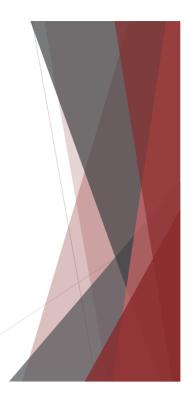
Documents:

REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF

- 11. 8:10 P.M. Future Agenda Review, Communications, Reports, and Announcements Council and City Manager
- 12. 8:15 P.M. Adjourn



Transforming lives today, creating a better tomorrow for youth, adults, families, and our community



1



About Us

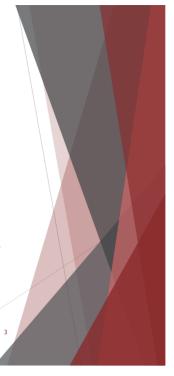
- ► Community Driven Nonprofit founded in 1976
 - ▶ 10 Municipalities came together and identified significant unmet needs in region for youth
 - ► Together created NYFS started with 4 staff and 2 programs Juvenile Diversion and Youth Mental Health
- ▶ Locations in Shoreview and White Bear Lake
- ► Support youth and the whole family healthy families are the building blocks of healthy communities
- ▶ Trauma-informed and culturally responsive care
- ► Focus on ensuring access and reducing barriers to care especially financial barriers serve clients that are uninsured, underinsured, low income

2



Relationships in Service of the Community

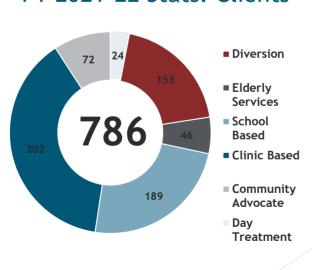
- ▶ Longstanding Partnerships
 - ▶ 15 Municipalities
 - ▶ 5 Law Enforcement Agencies
 - ▶ 3 School Districts
 - ▶ Ramsey Co Attorney's Office & Sheriffs Department
- Board largely comprised of City Council Members from municipal partners



3



FY 2021-22 Stats: Clients



4

4



FY 2021-22 Stats: Appointments

21,696 total appointments

- 496 meetings with 72 Community Advocacy Clients
- 447 meetings with 153 Diversion clients
- 657 family and couple therapy sessions with 138 client families
- 337 Assessments for Mental Health Services





The State of Youth Mental Health in MN

- ► Clients have more severe mental health and resource challenges than we have ever seen before
 - ▶ Trauma, anxiety, depression, suicidal behavior, panic attacks, social relationship problems, isolation, failure to make developmental gains, emotional regulation and anger difficulties, drug and alcohol use, etc.
- Now, one in three youth have a diagnosable mental health condition significant increase since COVID
- On Minnesota Student Survey 2022:
 - ▶ 19% of 11th grade males and 46% of 11th grade females report having a long term (6 months or longer) mental health condition.
 - 43% of 11th grade males and 64% of 11th grade females report having 1 or more Adverse Childhood Experiences (ACEs).



Mental Health Programs

Clinic Based Mental Health

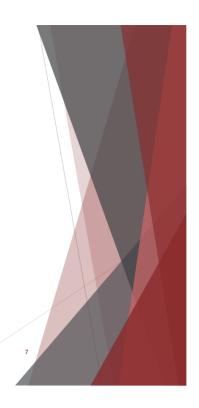
- ▶ Individual, Couples, Family, and Group Therapy
- ▶ In Person or Telehealth
- ▶ Serve 4 years old through lifespan
- ► Art, Play, and Trauma Therapy

School Based Mental Health

- ▶ Embedded model serve the clients and the school
- ▶ 3 school districts, elementary through high school

▶ NETS Day Treatment

- ▶ Higher acuity, half day therapy/half day school
- ► Middle and High School Students



7



Community Service Programs

▶ Youth Diversion

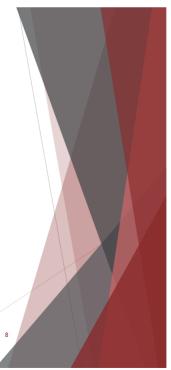
- ▶ Referred due to offenses such as theft, drug use, etc.
- ▶ Alternative to traditional justice system
- Based on restorative principles: Youth attend educational seminars with their parents, perform community service and pay restitution.

Community Connections

 7-week program helping youth perceive a brighter future through mentorship, career exploration, educational exposure, and service.

Community Advocacy

- ► Contracts with 5 Law Enforcement Agencies
- ▶ Co-create public safety
- Provide support for citizens outside of scope of LE: resource referral, crisis intervention, mental health, housing, domestic violence, neighbor disputes, chemical dependency, etc.



8



Innovating into the Future

- ▶ Expanding Community Connections to general youth referrals
- ▶ Adding specialized advocates domestic violence, youth, elders
- ► Building and expanding Play Therapy Services
- Expanding modalities such as art therapy, horticulture therapy, among other culturally responsive interventions
- ► Establish NYFS as a Training Site for new providers with pathways for BIPOC providers
- ▶ More group therapy offerings and support for parents
- Staff wellness and work sustainability measures to support longevity in the field



9



For More Information and to Become Involved

Angela Lewis-Dmello, MSW, LICSW
President & CEO
Angela.lewisdmello@nyfs.org

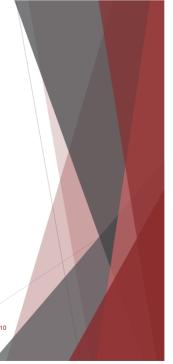
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2021-2022 Report to the Community

Reflections from the President and CEO



Together we are transforming the lives of our clients and community, and I am thrilled to be able to do this work with you.

It is incredible to think about all that Northeast Youth & Family Services (NYFS) has accomplished during the 2021-2022 fiscal year. As we continue to deepen our work, I want to give you a glimpse into how we are adapting and expanding what we offer in response to community and client-driven needs.

We've responded to multiple community crises by increasing access to mental health crisis support, offered trainings on the effects of the pandemic on mental health, and crucially, expanded our Diversion Services to include Community Connections. This seven-week program helps youth develop social and emotional skills while expanding their horizons and helping them deepen their commitment to their own futures through service, post-secondary education exposure, career exploration, and mentorship.

While the pandemic required us to quickly adapt to new realities and needs, we are now fully integrating these changes into our business model and organizational infrastructure. Most notably, we have embraced the opportunities that telehealth care offers and see how this option reduces or eliminates barriers of time and transportation while increasing our ability to offer vital mental health support to those who might not receive it any other way.

Finally, we thoughtfully and compassionately navigated a change in executive leadership — celebrating the vision



and investment of outgoing President and CEO, Tara Jebens-Singh. I am thankful to have experienced an intentional and collaborative onboarding process which provided a comprehensive understanding of the organization, its current strengths and challenges, and its opportunities for growth. I am grateful for a welcoming, committed, and talented staff and board of directors who are ready to move us into the next chapter of our collective story, grounded in our powerful mission and client-centered values.

While past few years at NYFS, and in our community, have been marked by rapid change, one thing remains the same – our commitment to service through collaboration with our partners. Together we are transforming the lives of our clients and community, and I am thrilled to be able to do this work with you.

Angela Lewis-Dmello, LICSW

President & CEO

Our Partners

MUNICIPALITIES

Birchwood Village

Falcon Heights

Hugo

Little Canada

Lauderdale

Mahtomedi

Mounds View

New Brighton

North Oaks

Roseville

St. Anthony

Shoreview

Vadnais Heights

White Bear Lake

White Bear Township

SCHOOL DISTRICTS

Roseville Area Schools

Mounds View Public Schools

White Bear Lake Area Schools

LAW ENFORCEMENT AGENCIES

Mounds View

New Brighton

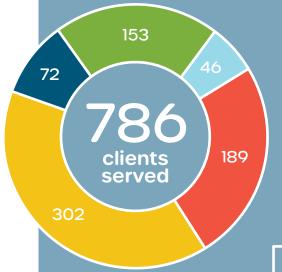
Roseville

St. Anthony

White Bear Lake

Together we accomplish so much more than we could ever do on our own!

Highlights & Outcomes FY 2021-2022



PROGRAM:

Diversion

Elderly Services

School Based

Clinic Based

Community Advocate

21,696 total appointments

496 meetings with 72 Community Advocacy Clients

447 meetings with 153 Diversion clients

657 family and couples therapy sessions with 138 client families

337 Assessments for Mental Health Services

\$64,000

of care was provided at low or no cost to clients with financial barriers to care.



Healing Happens in Many Ways

Trauma-informed and culturally-responsive care recognizes that there is no "one size fits all" version of healing.



NYFS's mission is founded on access to critical services and acting as a safety net for our community's mental health needs. We have seen the multi-layered effects of the pandemic on mental health care and are dedicated to meeting current and emerging needs. Because of this, our efforts are increasingly culturally-responsive and trauma-informed as we continue to evaluate and expand our services.

Trauma-informed care is all about serving our clients in the context of their lived experiences.

Many individuals in our community have chronic stress and histories of trauma. Often these experiences cause mental and physical health concerns. At NYFS, we believe that it is our responsibility to ensure that our services don't cause further harm to any of our clients, not just those that have trauma. This is ongoing work that continues to evolve as we learn more over time. Because of this, our physical clinic

spaces in Shoreview and White Bear Lake, the organization's culture, and the program services, policies, and practices themselves are developed to be trauma-informed and are reviewed regularly to reflect current best practices.

To be truly trauma-informed requires being culturally responsive — the deep integration of our client's culture into their care. We partner with our clients to provide services in the ways that our clients say best support their healing and growth. This means understanding the context of oppression that many of our clients experience due to their intersecting identities and attending to that in therapy. It also means integrating an understanding of historical and intergenerational trauma on mental health. Many of the reasons people suffer are not due to their own psychology or relationships, but rather, due to the larger socio-cultural context of oppression experienced every day.

As Tara Hjelmberg, NYFS Director of Mental Health shares, "Trauma-informed and culturally-responsive care allows a space where each individual is seen, heard and understood in their context. It is only within this space that we can assist in the clients' healing and overall wellness."



This responsiveness recognizes that there is no "one size fits all" version of healing. What each of us needs is different — and not everyone benefits from a western mental health model of individual weekly therapy sessions. NYFS has been expanding our services to offer different culturally-responsive trauma treatments across the lifespan, including art therapy, and we look forward to expanding our play therapy and horticultural therapy offerings. For those healing services we do not offer at NYFS, we continue to build referral relationships to cultural and community healing practices that serve the whole person. We believe this partnership with our clients encourages creativity and an expansive perspective on healing and recovery.

Serving Youth in Schools Amidst a Mental Health Crisis

Since the start of the pandemic, our community and our country have seen a three-fold increase in the number of youth with diagnosable mental health conditions as well as an increase in the urgency and severity of mental health needs.

Our youth have lived through a global pandemic during a crucial stage of their development and are more likely than previous generations to seek mental health care. These factors, combined with the sharp decline in mental health providers — especially those working with youth in nonprofits — has created an unprecedented strain on providers, individuals, and their loved ones. The American Academy of Pediatrics, the American Academy of Child & Adolescent Psychiatry, and the Children's Hospital Association, have declared the state of child and adolescent mental health a national emergency.

NYFS School-Based Therapist Carolyn Babekuhl reflects, "Over the past two and a half years, the entire world has experienced trauma from the pandemic, including our children. They lost loved ones, financial stability, and missed significant developmental milestones. These challenges are not addressed just by returning to school in-person. Although students have returned to school, they have not had the opportunity to process these losses and it is expressed through their behavior. It is apparent that we need to prioritize the mental health of our youth at this time."

At NYFS, our School-Based Mental Health services offer youth the benefits of developmentally-targeted therapy in a school setting where they have the greatest opportunity to regularly access the help they need or receive support when in crisis. In addition to heightened social and emotional concerns, we are seeing youth with significant (and often deferred) needs including high rates of post-traumatic stress disorder, anxiety with panic attacks, severe depression, and thoughts or plans of suicide. We ensure that youth can access these trauma-informed and culturally-responsive services on a sliding-fee scale.

At NYFS we serve three school districts in the Roseville, Mounds View, and White Bear Lake areas, offering care from elementary through high school-age students. We work in meaningful partnership with school staff, supporting the overall mental health needs of youth in the schools we serve. Sometimes this includes active mental health response to school personnel, teachers, and students following a crisis or tragedy. We are there to serve the whole school as comprehensively as we can.

Even as the need strains our system's ability to ensure care to those who most need it, we feel immense hopefulness as the narrative around youth mental health is changing. And it is the youth who are leading the way in ensuring their own healthy futures.









"The problems we are seeing are greater in both number and intensity. There are more students who are struggling with their mental health, and because there are more needs across the whole system of care, we are filling a gap for youth who actually need a higher level of care."

- Steven Lutes, School-Based Mental Health Programs Manager

NYFS.ORG 5

Intuitive Team-Based Care

Northeast Treatment Services (NETS) Day Treatment program serves youth who have mental health needs that cannot be successfully treated in weekly psychotherapy visits, but don't need intensive outpatient programming or the short-term stabilization of a hospital inpatient setting. NETS youth receive longer-term intensive healing support but can remain in their homes and communities while accessing a broad range of services. Day treatment also offers an alternative to residential treatment, which removes youth from their family and community.

Most youth that come to our day treatment services face many obstacles, often reporting upwards of seven or eight significant life traumas. They may hold all of that suffering in, or they may push it out into the world through unhealthy coping or harmful behaviors. At NYFS, our day treatment team wants to help these youth every moment that they are with us for services, to learn a better way of engaging their emotions and their relationships so that when they really start to feel better — they have the tools they need to succeed outside of NYFS.

NYFS's day treatment services are unique, and so much of this is due to our exceptional team. "As a team we are a cohesive unit. Built on trust," says NETS Therapist LaTarsha Bronaugh. "We strive to be open, understanding, flexible and give one another grace. That transforms into putting client and family needs at the center of their healing journey while at NETS."

Similar programs are known for being a training site for new mental health providers — resulting in high turnover of staff. At NYFS, we average 8-10 years on the day treatment team, some staff working in the program for more than 20 years. They have a wealth of experience and a beautiful rhythm in the work together — doing so in compassionate, creative, and intuitive ways. This translates directly to the care they provide. There isn't a crisis they can't handle or a youth with whom at least one of them can connect. They provide seamless trauma-informed, culturally responsive care.



"With this team, no challenge ever feels insurmountable. The team is balanced; filled with numerous abilities, passions, and expertise combined with decades of experience. This allows our authentic selves to truly shine. With such a trusting, committed, and cohesive group we can provide the supportive, caring, and nurturing environment that our clients so desperately need and are lacking in their own lives and relationships."

Ben Moburg,NETS Day TreatmentPractitioner

Better
Outcomes,
Brighter
Futures





The Diversion program serves as an alternative to the traditional juvenile justice system for youth who are charged with misdemeanor and status offenses such as theft and alcohol or drug use. With targeted support, they are able to redirect their lives and get back on track. Youth attend educational seminars with their parents or caregivers, perform

community service work, and pay restitution. But addressing the offense and its impact is only part of this restorative justice program.

confidence

resilience

NYFS Diversion Coordinator Jackie

McGovern says that working with youth to learn what is going on in their life is key to understanding what circumstances may have contributed to the negative behavior. "By addressing the root causes of the behaviors, the youth is able to receive the help they need

and is much less likely to reoffend in the future. We are here to help them change the trajectory of their lives. We focus on their future, not just on their past offense."

Successful graduates of the Diversion program who still need additional support can enroll in our new Community Connections program – a seven week group-

based experience for youth that builds social skills, selfconfidence, and resilience through career exploration, volunteer activities, and connections with other

community service organizations. The program aims to help address risk factors that youth face by providing youth with alternatives through positive social interaction with peers, interaction with positive adults in the community, and access to community resources.

"The last few years have been really tough on our youth. A lot of those connections, and feeling like being a part of a community, have gone away. Youth and their families are really struggling and that's why programs like these are so important."

- Erika Scheider, Roseville Chief of Police

NYFS.ORG 7



Bridging the Gap Between Law Enforcement and Community Support

"Officers are on the scene when there is a crisis, and we definitely need their help in those moments. But they are not trained or equipped to assess and work on the issues that led up to the crisis point. Often these problems are multi-layered and require long hours of work to rebuild trust and help residents get and stay connected with additional support systems in our community."

Joshua Grant,NYFS CommunityAdvocate

NYFS Community Advocate Joshua Grant has a unique and necessary role in the communities we serve. He works with residents who have been involved with local law enforcement but have needs that cannot be sufficiently addressed by law enforcement alone. "Officers are on the scene when there is a crisis, and we definitely need their help in those moments," he says. "But they are not trained or equipped to assess and work on the issues that led up to the crisis point. Often these problems are multi-layered and require long hours of work to rebuild trust and help residents get and stay connected with additional support systems in our community."

Joshua works with individuals and families experiencing chronic mental health issues, family instability, complex medical needs, chemical dependency and other problems that require a high degree of care.

By addressing these underlying issues, the need for law enforcement intervention is greatly reduced and officers are freed up to spend

more time on other work while the resident receives the more intensive support they need.



The Community Advocate Program currently serves the cities of Mounds View, New Brighton, Roseville, St. Anthony and White Bear Lake and has been well received by residents and law enforcement.

"We believe in the co-production of public safety," says Tony Paetznick, New Brighton Director of Public Safety. "We all have a role to play in making our communities a better place to live and work."

NYFS Staff

Carolyn Babekuhl, LICSW School Based Therapist

Laurie Berlin, LMFT School Based Therapist

Latarsha Bronaugh, LPCC **NETS Day Treatment Therapist**

Miaa Bulchaa Senior Program Assistant

Mai Chang, Senior Program Assistant

Joshua Grant Community Advocate

Denise Greene Building & Office Manager

David Gullickson Accounting Assistant

Tara Hjelmberg, LMFT Director of Mental Health Molly Larson Program Assistant

Angela Lewis-Dmello, LICSW President & CEO

Steven Lutes, LICSW School Based Services Manager

Amelia Maijala Marketing, Communications and Development Specialist

Samuel McGinnity Diversion Community Connections Coordinator

Jackie McGovern Community Services Manager

Ben Moburg NETS Day Treatment **Practitioner**

Laurie Moser, LMFT **NETS Day Treatment** Manager

Alex Moti Information Analyst

Kathryn Muellner, LICSW **NETS Day Treatment Therapist**

Andy Peach, **NETS Day Treatment** Practitioner

Angie Siegle-Pugh, LMFT **REACH Therapist**

Jocelyn Thoemke, LMFT, ATR-BC Clinic Based & Art Therapist

Becky Tjornhom Front Office

Our mission is transforming lives today creating a better tomorrow for youth, adults and families in our community.

We appreciate the support of our staff, volunteers, donors, and our community.

You make this work possible.

Thank you.

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Cory Springhorn, Vice Chair Rep: City of Shoreview

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Rep: Community

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Greenhouses, LLC.

Vadnais Heights

Community Foundation

Vadnais Heights Lions Club

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James Weichert Teresa Wernecke

Pat Whelan

Adrienne Wickstrom Roger Williams

Jodi Wolkerstorfer

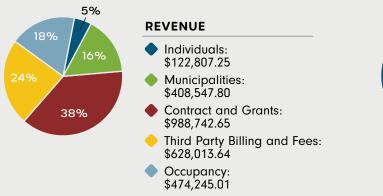
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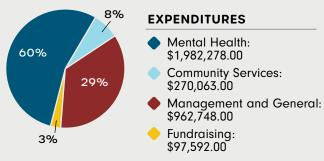
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Statement of Activities

	Without Donor Restrictions	With Donor Restrictions	Total
SUPPORT AND REVENUE			
Support:			
Grants and Contributions	\$ 278,281	\$ -	\$ 278,281
Municipality Contract Revenue	502,435	· _	502,435
Employee Retention Credit	220,576	-	220,576
Loan Forgiveness	430,776	-	430,776
Total Support	1,432,068	-	1,432,068
Revenue:			
Program Service Fees	1,485,531	-	1,485,531
Rental Income	474,245	-	474,245
Investment Loss	(11,713)	-	(11,713)
Total Revenue	1,948,063	-	1,948,063
Net Assets Released from Restrictions	15,000	(15,000)	<u>-</u>
Total Support and Revenue	3,395,131	(15,000)	3,380,131
EXPENSES			
Program Services:			
Mental Health	1,982,278	-	1,982,278
Community Services	270,063	<u> </u>	270,063
Total Program Services	2,252,341	-	2,252,341
Supporting Services:			
Management and General	962,748	-	962,748
Fundraising	97,592		97,592
Total Supporting Services	1,060,340		1,060,340
Total Expenses	3,312,681_		3,312,681
INCREASE (DECREASE) IN NET ASSETS	82,450	(15,000)	67,450
Net Assets - Beginning of Year - as Restated	1,391,220_	15,000	1,406,220
NET ASSETS - END OF YEAR	\$ 1,473,670	\$ -	\$1,473,670







3490 Lexington Ave N, Suite 205 Shoreview, MN 55126



NYFS is here for you, because of you.

If you need help — reach out today.

If you can offer help — please donate.

TO MAKE AN APPOINTMENT:

Call us at **651-486-3808** or go to **nyfs.org/request-appointment**

TO DONATE:

Go to **nyfs.org/donate** or **mail** your donation to NYFS, 3490 Lexington Ave. N. Shoreview, MN 55126

LOCATIONS:

Shoreview Headquarters 3490 Lexington Avenue North, Suite 205 Shoreview, MN 55126 Phone: (651) 486-3808 Fax: (651) 486-3858 White Bear Lake Clinic 1280 North Birch Lake Blvd. White Bear Lake, MN 55110 Phone: (651) 429-8544 Fax: (651) 407-5301 @NYFS2



NYFSorg

NYFS.ORG





City of Roseville Report Period: January 1, 2022 to December 31, 2022

The following is a brief report on Northeast Youth & Family Services' programs that directly affect the residents of your community. If you have any questions about this report, please call Angela Lewis Dmello, President & CEO, at (651) 379-3404.

Annual City Contract for Service in CY2022	\$95,320	***
Total cost of all services through December 31	\$192,935	

(Please note that these numbers represent the actual cost of services provided, not what NYFS charges clients for these services. Because of your collaboration with NYFS, many of these services are offered free of charge or on a sliding-fee scale based on income.)

	City Totals				
Services Provided	# of Clients	Units	Service Cost		
Contracted Services					1
Mental Health	58	1087 Sessions	\$	171,746.00	1
Diversion Services	11	48 Hours	\$	8,800.00]*
Elderly Services]*
Seniors	2	17 Hours	\$	425.00	1
Community Advocate	10	71 Contacts	\$	11,644.00	1
Total for Contracted Services	81	1223	\$	192,615.00	1
Non Contracted Services		•			1
Northeast Educational & Therapeutic Services	2	4 Hours	\$	320.00]
Totals for Non-contracted Services	2	4	\$	320.00	
					_
Totals for all Individual Services	83	1227	\$	192,935.00	

^{*}In addition to services provided by NYFS Staff, as part of the Diversion Program, 10 youth provided 52 hours of community service valued at \$520.

^{**}Program has been paused on 5/27/2022 due to labor shortage

^{***}The contracted amount includes the funds for the Community Advocate program.



Date: February 13, 2023

Item No.: 7.b

Department Approval

City Manager Approval

Item Description: Consider Lake Owasso Safe Boating Association's Request for Permit

Renewal of the Water-Ski Slalom Course on Lake Owasso

1 BACKGROUND

2 In 1997 the Lake Owasso Task Force presented a series of recommendations to the City Council.

- 3 The Council, in the resolution taking action on the recommendations, agreed it would be the policy
- of the City to provide for public comment at Council meetings regarding requests for permits on
- 5 lakes.

6 POLICY OBJECTIVE

- 7 The Lake Owasso Safe Boating Association requests approval for placement of a water ski slalom
- 8 course in the same location as in the past fifty years.

9 BUDGET IMPLICATIONS

10 There are no financial impacts to the City.

11 RACIAL EQUITY IMPACT SUMMARY

- Upon review, staff has not identified a disparate racial equity impact in relation to this request for
- 13 council action.

14 STAFF RECOMMENDATION

- Approve Lake Owasso Safe Boating Association's request for a permit from the Ramsey County
- Sheriff for a water ski course on Lake Owasso.

17 REQUESTED COUNCIL ACTION

- Motion approving Lake Owasso Safe Boating Association's request for a permit from the Ramsey
- County Sheriff for a water ski course on Lake Owasso for the 2023 season.

Prepared by: Joe Adams - Police Deputy Chief Attachments: A: Request for Approval Letter

B. Copy of Certificate of Insurance

January 3, 2023

Chief Scheider City of Roseville 2660 Civic Center Drive Roseville, MN 55113

Dear Chief Scheider:

The Lake Owasso Safe Boating Association (LOSBA) is respectfully requesting approval for permit renewal of the water-ski slalom course on Lake Owasso. The location remains identical as in the past fifty-five years. Enclosed is a copy of our 2023 renewed insurance certificate including details on additional insured.

Contacts:

Steve Youngquist

391 South Owasso Blvd.

Roseville, MN 55113

612-419-9454

Tony Starr

3048 West Owasso Blvd

Roseville, MN 55113

651-503-3273

If there is additional information we can provide, please let us know.

Thank you

Joe Bester

460 West Horseshoe Drive

Shoreview, MN 55126

651-260-3408

jebester@msn.com

PRINT DATE: 1/2/2023 CERTIFICATE OF INSURANCE CERTIFICATE NUMBER: 20221230945528 AGENCY: THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES Edgewood Partners Insurance Center 5909 Peachtree Dunwoody Road, Suite 800 Atlanta, GA 30328 678-324-3300 (Phone), 678-324-3303 (Fax) NAMED INSURED: INSURERS AFFORDING COVERAGE: USA Water Ski & Wake Sports, Inc. Lake Owasso Safe Boating Association INSURER A: Accredited Surety and Casualty Company, Inc. NAIC# 26379 2701 Lake Myrtle Park Rd. Auburndale FL 33823 EVENT INFORMATION: Sanctioned Event Activities (1/1/2023 - 12/31/2023) POLICY/COVERAGE INFORMATION: THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. INS TYPE OF INSURANCE: **POLICY NUMBER(S):** EFFECTIVE: EXPIRES: LIMITS: GENERAL LIABILITY 1-TRE-IN-17-01338561-00 1/1/2023 1/1/2024 X Occurrence GENERAL AGGREGATE (Applies Per Event) \$4,000,000 12:01 AM 12:01 AM X Participant Legal Liability **EACH OCCURRENCE** \$2,000,000 DAMAGE TO RENTED PREMISES (Each Occ.) \$2,000,000 MEDICAL EXPENSE (Any one person) **EXCLUDED** PERSONAL & ADV INJURY \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000 UMBRELLA/EXCESS LIABILITY 1-TRE-IN-17-01338562-00 1/1/2023 1/1/2024 Occurrence **EACH OCCURRENCE** \$3.000,000 12:01 AM 12:01 AM **AGGREGATE** \$3,000,000 DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS: The certificate holder is an Additional Insured with respect to liability arising out of the negligence of the Named Insured as per the following endorsement: Additional Insured (Form RSCG 03 03). Coverage only applies with respect to tournaments, practices, exhibitions, clinics and related activities sanctioned and approved by USA Water Ski & Wake Sports, Inc. **CERTIFICATE HOLDER:** NOTICE OF CANCELLATION: Should any of the above described policies be cancelled before the expiration date thereof, City of Roseville notice will be delivered in accordance with the policy provisions. 2660 Civic Center Drive Roseville MN 55113 **AUTHORIZED REPRESENTATIVE:**

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 7.c

Department Approval

City Manager Approval

Item Description:

Presumptive Penalty Approval – 2022 Tobacco Compliance Checks,

Speedway

BACKGROUND

In 2022, all businesses with a city tobacco license were mailed a letter announcing two citywide

- tobacco compliance checks to be conducted before the end of the calendar year (Attachment A). A
- 4 copy of the letter was also e-mailed to all license holders. The following is related to the second
- 5 round of tobacco compliance checks, which occurred in December of 2022.
- 6 On Saturday, December 17, 2022, a 19-year-old underage compliance checker, entered
- establishments holding a tobacco license in the city of Roseville, Minnesota, to conduct compliance
- 8 checks (Attachment B).
- 9 **Speedway (CN 22036927)** The underage checker ordered a pack of Swisher Sweet Cigars and a
- six pack of Michelob Ultra. The employee then telephoned a manager and received information on
- how to unlock the secured alcohol cabinet. After locating the key, the employee retrieved the beer.
- Without asking for identification or inquiring as to the checkers age, the employee sold the checker
- the cigars and beer. To date, the employee has not paid the administrative fine.
- Officers met with the business in-person and advised them of the Roseville City Council hearing
- date. This notification was also provided in writing (Attachment C).

POLICY OBJECTIVE

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- 17 The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 306.09, for tobacco license holders for the second violation
- within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar
 - (\$2,000.00) fine and a three (3) day suspension.

21 **BUDGET IMPLICATIONS**

- Pursuant to City Code Section 306.09, the financial impact shall be a mandatory penalty of a two
- 23 thousand dollar (\$2,000.00) fine and a three (3) day suspension issued to the license holder for the
- second violation within thirty-six (36) months.

RACIAL EQUITY IMPACT SUMMARY

- Upon review of any potential racial equity impacts, staff notes that this hearing pertains to a business
- with multiple locations. The compliance checks, subsequent fines, and suspensions are uniform and
- written into city code. At this time, staff have not identified a disproportionate racial equity impact.

STAFF RECOMMENDATION

- 30 Staff recommends Council approval to issue and administer the presumptive penalty pursuant to City
- Code Section 306.09, for tobacco license holders.

32 REQUESTED COUNCIL ACTION

- 33 The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 306.09, for on-sale license holders for the second violation
- within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar
- (\$2,000.00) fine and a three (3) day suspension.

Prepared by: Joe Adams, Deputy Chief of Police

Attachments: A: Letter announcing compliance checks

B: 2022 Police Report: Speedway (CN 22036927)

C: Letter announcing Council Meeting



July 8, 2022

ATTN: MANAGER

Please thoroughly review the following information as it pertains to tobacco compliance checks conducted by the Roseville Police Department.

Please review the state statute relating to sales of tobacco products to underage persons:

Minnesota Statute Chapter 609.685 SALE OF TOBACCO TO PERSONS UNDER AGE 21 Subdivision. 1a. Penalty to sell or furnish. (a) Any person 21 years of age or older who sells, gives, or otherwise furnishes tobacco, tobacco-related devices, or electronic delivery devices to a person under the age of 21 years is guilty of a petty misdemeanor for the first violation. Whoever violates this subdivision a subsequent time within five years of a previous conviction under this subdivision is guilty of a misdemeanor.

The City of Roseville *recently amended* City Code Chapter 306, Cigarette and Tobacco Products. The Roseville Police Department encourages you to become familiar with this ordinance. For your convenience, a copy of Chapter 306 has been enclosed for your review. Roseville's ordinances are also available on-line at www.cityofroseville.com

The civil penalties for underage tobacco sales are set forth in the Roseville City Code. These penalties vary depending upon whether it is a first time violation, a second time violation, a third time violation, etc. The mandatory minimum penalty (imposed upon the licensee) for the sale of tobacco products to underage individuals is a \$1,000 fine.

These penalties are civil in nature. Please be aware criminal penalties may also be imposed for violations of the Ordinance.

The Roseville Police Department will conduct a minimum of two citywide compliance checks in 2022. Please remind your employees of their legal and moral responsibility not to sell tobacco products to anyone under the age of 21.

Once again, we encourage you to review Roseville City Code, Chapter 306. If you have any questions, please contact Deputy Chief Joe Adams at 651-792-7275.

Sincerely,

Erika Scheider Chief of Police

Enclosure:

Roseville City Code Chapter 306

Incident Report Page 1 of 3

Attachment B



ROSEVILLE POLICE DEPARTMENT INCIDENT REPORT

ICR# 22036927 AGENCY ORI# MN0620800 JUVENILE:

Reported: 12-17-2022 1326 First Assigned: 1326 First Arrived: 1326 Last Cleared: 1326

Committed Start: Committed End:

Title: Compliance Checks-Tobacco How Received: Phone

Summary:

Tobacco Compliance Check - Failure.

Location(s)

Speedway Address: 2295 Rice St N City: Roseville State: MN Zip: 55113 Country: US

Officer Assigned: Vang, Haivy Badge No: 224 Primary: No

Officer Assigned: Cook, Dennis Badge No: 247 Primary: Yes

Involvement: Subject Name: Spraggins, Taniyah Lynette DOB: 02-25-2004

Age: 18

Address: (Residence) 6988 Ashwood Rd APT 210 City: Saint Paul State: MN Zip: 55125 Country:

Phone: (Cell) (651)279-7097

Involvement: Mentioned Name: Speedway

Address: (Business) 2295 Rice St N City: Roseville State: MN Zip: 55113 Country:

Involvement: Mentioned **Name:** Allen, Darren William **DOB:** 05-10-1966

Age: 56

Address: (Work) 2295 Rice St N City: Roseville State: MN Zip: 55113 Country:

Phone: (Cell) (612)940-3738

Offense: (306.04) Sell Tobacco - Under 21

Supplemental Report

ICR: 22036927 Last Modified: 12-17-2022 1452

Title: Tobacco Compliance Check - Failure Created By: Dennis Cook

On Saturday December 17th 2022 I, Officer Cook (#247), assisted with conducting tobacco and alcohol compliance checks at various businesses within the City of Roseville.

I was operating an unmarked police vehicle in plain clothes and was responsible for the safety/wellbeing of the underage checker, XXXXX XXXXXXXXX XXX 01/05/2003. During the detail XXX was in possession of one government issued identification card which clearly indicated he was under the age of 21 until 01/05/2004. XXX was also in possession of one twenty dollar bearing serial #BG52399040C. A photograph of XXX, XXXXX identification, and the bill were uploaded to

Incident Report Page 2 of 3

evidence.com under case file number 22036894.

XXX entered the Speedway convenience store located at 2295 Rice St N where he purchased a pack of Swisher Sweets cigars and a six pack of Michelob Ultra Infusions beer from the sole employee working at the business. XXX stated the employee phoned a manger and had to ask where the key for the secured alcohol cabinet was located. Once the employee was directed to the location of the key, the employee opened the alcohol cabinet and retrieved the beer for XXX. XXX stated the employee did not ask XXXXX age nor did she request any form of identification from XXX. XXX exited the store and provided me with both the tobacco and alcohol product which he had purchased from within the business.

I made contact with the sole employee working the business who I positively identified via Minnesota photo identification card as Taniyah Lynette Spraggins 02/25/2004. Spraggins confirmed she was the sole employee working at the time of the sale. Spraggins did not provide a reason as to why she did not verify XXXXX age prior to selling him the tobacco and alcohol products. I obtained current contact information for Spraggins and advised her that future correspondence from the City would occur through the mail at a later date. I also obtained contact information for the manager of the business from Spraggins.

I made phone contact with the manager of the business who I verbally identified as Darren William Allen 05/10/1966. I advised Allen of the compliance check failures and advised him that future correspondence would come from the City at a later date.

The tobacco and alcohol products were returned to the store and the pre-recorded twenty dollars was returned to me.

I took a photograph of the tobacco and alcohol products which I uploaded to <u>evidence.com</u> under the case file number.

My body worn camera was active while speaking with Spraggins.

After clearing from the scene I received a request to contact Spraggins mother via phone. I spoke to Spraggins mother who was upset that her daughter was left alone at the business and believed the responsibility of the failed compliance checks should be directed to the manager of the business. I advised Spraggins mother that I would document her concerns and recommended she speak with Speedway corporate management if she had issues with the businesses practices.

Nothing further.

Supplemental Report

ICR: 22036927 Last Modified: 12-20-2022 1429

Title: Individual Fine Letter Created By: Haivy Vang

On 12/20/2022, I issued SPRAGGINS a Roseville Police Department administrative citation letter for the violation of selling tobacco to an underage individual (city ordinance 306.09).

I sent SPRAGGINS' administrative citation via USPS certified mail to the address listed on her driver's license where she confirmed she currently receives mail.

Nothing further.

Incident Report Page 3 of 3

Supplemental Report

ICR: 22036927 Last Modified: 01-23-2023 1946

Title: Admin Citation and Notification Letter Delivered Created By: Bryan Anderson

On 01/20/2023 I was instructed to delivered a letter notifying management at Speedway (2295 Rice

St) of an upcoming council meeting and that they will need to provide training records. An administrative citation was also given to management. The letters was delivered to the assistant

manager Taniyah Spraggins.

ROSEVILLE POLICE DEPARTMENT 2022 Tobacco Compliance Check January 20, 2023



January 20, 2023

Speedway 2295 Rice Street Roseville, MN 55113

Dear Speedway Manager,

On Monday, February 13, 2023, the Roseville City Council will discuss the December 17, 2022 tobacco compliance failure at Speedway. Staff has recommended Council impose the presumptive penalty of a \$2000.00 fine and a three (3) day tobacco license suspension for the second failure in 36 months.

Council discussion of this violation will occur during the "Business Actions" segment of the meeting. A representative from your establishment may appear at the time of the council discussion to offer any information you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you choose not to appear at this meeting, the City Council will act without any input from your business. Please note, due to the pandemic, the September city council meetings are being held in —person and virtually. Information on providing input can be found on the city's website at http://cityofroseville.com/3458/Attend-a-Virtual-Meeting.

Summary of Violation:

July 16, 2022: An employee sold an 18-year old underage compliance buyer a cigars without asking for identification. This

violation was confirmed by a plain clothing police officer (ref Police Incident 22019283).

December 17, 2022: An employee sold a 19-year old underage compliance buyer a cigars without asking for identification. This

violation was confirmed by a plain clothing police officer (ref Police Incident 22036927).

Please be advised if another violation should occur, further penalties will be invoked. Also, I will need copies of your training records. Please email the records to <u>joe.adams@cityofroseville.com</u>. If you have any questions, you can reach me at 651-792-7275.

Sincerely,

Joe Adams Deputy Chief of Police

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 7.d

Department Approval

City Manager Approval

Item Description:

Presumptive Penalty Approval – 2022 Alcohol Compliance Checks,

Speedway

BACKGROUND

2 In 2022, all businesses with a city liquor license were mailed a letter announcing two citywide

- alcohol compliance checks to be conducted before the end of the calendar year (Attachment A). The
- 4 letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee
- training program and penalties for noncompliance. A copy of the letter was also e-mailed to all
- 6 license holders. The following is related to the second round of alcohol compliance checks, which
- 7 occurred in December of 2022.
- 8 On Saturday, December 17, 2022, a 19-year-old underage compliance checker, entered
- 9 establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance
- 10 checks. Upon conclusion of the checks, multiple businesses failed (Attachment B).
- Speedway (CN 22036927) The underage checker ordered a pack of Swisher Sweet Cigars and a
- six pack of Michelob Ultra. The employee then telephoned a manager and received information on
- how to unlock the secured alcohol cabinet. After locating the key, the employee retrieved the beer.
- Without asking for identification or inquiring as to the checkers age, the employee sold the checker
- the cigars and beer. To date, the employee has not paid the administrative fine.
- Officers met with the business in-person and advised them of the Roseville City Council hearing
- date. This notification was also provided in writing (Attachment C).

18 POLICY OBJECTIVE

- The Roseville Police Department seeks Council approval to issue and administer the presumptive
- 20 penalty pursuant to City Code Section 302.15, for off-sale liquor license holders for the first

violation within thirty-six (36) months. The mandatory minimum penalty shall be a one thousand dollar (\$1,000.00) fine.

BUDGET IMPLICATIONS

- Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a one
- 25 thousand dollar (\$1,000.00) fine issued to the license holder for the first off-sale violation within
- thirty-six (36) months.

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RACIAL EQUITY IMPACT SUMMARY

- Upon review of any potential racial equity impacts, staff notes that this hearing pertains to a business
- with multiple locations. The compliance checks, subsequent fines, and suspensions are uniform and
- written into city code. At this time, staff have not identified a disproportionate racial equity impact.

STAFF RECOMMENDATION

- 32 Staff recommends Council approval to issue and administer the presumptive penalty pursuant to City
- Code Section 302.15, for off-sale license holders.

REQUESTED COUNCIL ACTION

- 35 The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 302.15, for off-sale license holders for the first violation
- within thirty-six (36) months. The mandatory minimum penalty shall be a one thousand dollar
- 38 (\$1,000.00) fine.

Prepared by: Joe Adams, Deputy Chief of Police

Attachments: A: Letter announcing compliance checks

B: 2022 Police Report: Speedway (CN 22036928)

C: Letter announcing Council Meeting

:

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

July 8, 2022



2022 Alcohol Compliance Checks

The Roseville Police Department conducts a minimum of two citywide alcohol compliance checks each year. The police department conducts compliance checks to ensure Roseville alcoholic beverage license holders are complying with state law and city code. When Roseville began alcohol compliance checks in 1997, the compliance rate was only 70%. Our goal is to achieve 100% compliance.

Required Training

Roseville city code requires all licensees, managers, and employees who serve alcohol to complete a city-approved or city-provided training program.

- > The required training shall be completed prior to an employee serving or selling alcohol.
- > The training must be completed on an annual basis for all employees who serve or sell alcohol.
- More information on the manager and server training can be found on the police department's <u>website</u>.

Documentation of Training

Your business must maintain documentation you have properly trained every employee who sells or serves alcohol. Per city code, this documentation must be provided to a police officer or designated city employee when requested. Additional penalties may be assessed if you are unable to provide documentation or it is determined an employee did not undergo the required training.

Penalty for Noncompliance

In addition to any criminal penalties, the City Council may suspend a liquor license for up to 60 days, revoke a license, and/or may impose a civil fine on a licensee. The mandatory minimum penalty for the sale of alcoholic beverages to underage individuals is a \$1,000 fine for the license holder and a one day suspension for on-sale establishments. Additional administrative penalties will be imposed when there is a history of violations.

Additional Information

Any questions regarding compliance checks, training, city code, or state laws can be directed to Deputy Chief Joe Adams at 651-792-7275 or joe.adams@cityofroseville.com. Additional information can be found at:

- https://www.cityofroseville.com/2365/Alcohol-Compliance
- https://www.cityofroseville.com/836/Liquor-Licenses
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations 181231
- https://www.mlba.com/
- https://www.revisor.mn.gov/statutes/cite/340A.503

8050

Erika Scheider Chief of Police

Roseville Police Department 2660 Civic Center Drive Roseville, MN 55113 Incident Report Page 1 of 2



ROSEVILLE POLICE DEPARTMENT INCIDENT REPORT

ICR# 22036928 AGENCY ORI# MN0620800 JUVENILE:

Reported: 12-17-2022 1327 First Assigned:1327 First Arrived:1327 Last Cleared:1327

Committed Start: Committed End:

Title: Compliance Checks-Alcohol How Received: Phone

Summary:

Alcohol Compliance Check - Failure.

Location(s)

Speedway Address: 2295 Rice St N City: Roseville State: MN **Zip:** 55113 Country: US

Officer Assigned: Vang, Haivy Badge No: 224 Primary: No

Officer Assigned: Cook, Dennis Badge No: 247 Primary: Yes

Involvement: Subject DOB: 02-25-2004 Name: Spraggins, Taniyah Lynette

Age: 18

Address: (Residence) 6988 Ashwood Rd APT 210 City: Saint Paul State: MN Zip: 55125 Country:

Phone: (Cell) (651)279-7097

Involvement: Mentioned

Name: Allen, Darren William **DOB**: 05-10-1966

Age: 56

Address: (Work) 2295 Rice St N City: Roseville State: MN **Zip:** 55113 Country:

Phone: (Cell) (612)940-3738

Involvement: Mentioned Name: Speedway

Address: (Business) 2295 Rice St N City: Roseville State: MN **Zip:** 55113 Country:

Offense: (340A.503.2(1)) Liquor-Purchase/Sell/Barter/Furnish/Give to u

Supplemental Report

ICR: 22036928 Last Modified: 12-17-2022 1505

Title: Alcohol Compliance Check - Failure Created By: Dennis Cook

On Saturday December 17th 2022 I, Officer Cook (#247), assisted with conducting tobacco and alcohol compliance checks at various businesses within the City of Roseville.

I was operating an unmarked police vehicle in plain clothes and was responsible for the safety/wellbeing of the underage checker, XXXXX XXXXXXXX XXX 01/05/2003. During the detail XXX was in possession of one government issued identification card which clearly indicated he was under the age of 21 until 01/05/2004. XXX was also in possession of one twenty dollar bearing serial #BG52399040C. A photograph of XXX, XXXXX identification, and the bill were uploaded to

Incident Report Page 2 of 2

evidence.com under case file number 22036894.

XXX entered the Speedway convenience store located at 2295 Rice St N where he purchased a pack of Swisher Sweets cigars and a six pack of Michelob Ultra Infusions beer from the sole employee working at the business. XXX stated the employee phoned a manger and had to ask where the key for the secured alcohol cabinet was located. Once the employee was directed to the location of the key, the employee opened the alcohol cabinet and retrieved the beer for XXX. XXX stated the employee did not ask XXXXX age nor did she request any form of identification from XXX. XXX exited the store and provided me with both the tobacco and alcohol product which he had purchased from within the business.

I made contact with the sole employee working the business who I positively identified via Minnesota photo identification card as Taniyah Lynette Spraggins 02/25/2004. Spraggins confirmed she was the sole employee working at the time of the sale. Spraggins did not provide a reason as to why she did not verify XXXXX age prior to selling him the tobacco and alcohol products. I obtained current contact information for Spraggins and advised her that future correspondence from the City would occur through the mail at a later date. I also obtained contact information for the manager of the business from Spraggins.

I made phone contact with the manager of the business who I verbally identified as Darren William Allen 05/10/1966. I advised Allen of the compliance check failures and advised him that future correspondence would come from the City at a later date.

The tobacco and alcohol products were returned to the store and the pre-recorded twenty dollars was returned to me.

I took a photograph of the tobacco and alcohol products which I uploaded to <u>evidence.com</u> under the case file number.

My body worn camera was active while speaking with Spraggins.

After clearing from the scene I received a request to contact Spraggins mother via phone. I spoke to Spraggins mother who was upset that her daughter was left alone at the business and believed the responsibility of the failed compliance checks should be directed to the manager of the business. I advised Spraggins mother that I would document her concerns and recommended she speak with Speedway corporate management if she had issues with the businesses practices.

Nothing further.

Supplemental Report

ICR: 22036928 Last Modified: 12-20-2022 1431

Title: Individual Fine Letter Created By: Haivy Vang

On 12/20/2022, I issued SPRAGGINS a Roseville Police Department administrative citation letter for the violation of Selling/Serving Alcohol to an underage individual (city ordinance 302.15).

I sent SPRAGGINS' administrative citation via USPS certified mail to the address listed on her driver's license where she confirmed she currently receives mail.

Nothing further.

ROSEVILLE POLICE DEPARTMENT 2022 Alcohol Compliance Check January 20, 2023



January 20, 2023

Speedway 2295 Rice Street Roseville, MN 55113

Dear Speedway Manager,

On Monday, February 13, 2023, the Roseville City Council will discuss the December 17, 2022 alcohol compliance failure at Speedway. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine for the first off-sale liquor violation in 36 months.

Council discussion of this violation will occur during the "Business Actions" segment of the meeting. A representative from your establishment may appear at the time of the council discussion to offer any information you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you choose not to appear at this meeting, the City Council will act without any input from your business. Please note, due to the pandemic, the September city council meetings are being held in —person and virtually. Information on providing input can be found on the city's website at http://cityofroseville.com/3458/Attend-a-Virtual-Meeting.

Summary of Violation:

December 17, 2022: An employee sold a 19-year old underage compliance buyer beer without asking for identification. This violation was confirmed by a plain clothing police officer (ref Police Incident 22036928).

Please be advised if another violation should occur, further penalties will be invoked. Also, I will need copies of your training records. Please email the records to <u>joe.adams@cityofroseville.com</u>. If you have any questions, you can reach me at 651-792-7275.

Sincerely,

Joe Adams
Deputy Chief of Police

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 7.e

Department Approval City Manager Approval

Item Description: Presumptive Penalty Approval – 2022 Alcohol Compliance Check, Crave

BACKGROUND

- In 2022, all businesses with a city liquor license were mailed a letter announcing two citywide
- alcohol compliance checks to be conducted before the end of the calendar year (Attachment A). The
- 4 letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee
- training program and penalties for noncompliance. A copy of the letter was also e-mailed to all
- 6 license holders. The following is related to the second round of alcohol compliance checks, which
- occurred in December of 2022.
- 8 On Saturday, December 17, 2022, a 19-year-old underage compliance checker, entered
- 9 establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance
- 10 checks. Upon conclusion of the checks, multiple businesses failed (Attachment B).
- 11 Crave (CN 22036919) The underage checker ordered a glass of wine. The bartender poured the
- wine and provided it to the checker without asking for identification. The bartender has since paid
- the administrative fine.
- Officers met with each business in-person and advised them of the Roseville City Council hearing
- date. This notification was also provided in writing (Attachment C). Crave later provided the
- required training documentation for their staff.

17 POLICY OBJECTIVE

- The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation

within thirty-six (36) months. The mandatory minimum penalty shall be a one thousand dollar (\$1,000.00) fine and a one (1) day suspension.

BUDGET IMPLICATIONS

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- Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a one
- thousand dollar (\$1,000.00) fine and a one (1) day suspension issued to the on-sale license holder for
- 25 the first violation within thirty-six (36) months.

RACIAL EQUITY IMPACT SUMMARY

- Upon review of any potential racial equity impacts, staff notes that this hearing pertains to a business
- with multiple locations. The compliance checks, subsequent fines, and suspensions are uniform and
- written into city code. At this time, staff have not identified a disproportionate racial equity impact.

30 STAFF RECOMMENDATION

- Staff recommends Council approval to issue and administer the presumptive penalty pursuant to City
- 32 Code Section 302.15, for on-sale license holders.

REQUESTED COUNCIL ACTION

- The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation
- within thirty-six (36) months. The mandatory minimum penalty shall be a one thousand dollar
 - (\$1,000.00) fine and a one (1) day suspension.

Prepared by: Joe Adams, Deputy Chief of Police

Attachments: A: Letter announcing compliance checks

B: 2022 Police Report: Crave (CN 22036919)

C: Letter announcing Council Meeting

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

July 8, 2022



2022 Alcohol Compliance Checks

The Roseville Police Department conducts a minimum of two citywide alcohol compliance checks each year. The police department conducts compliance checks to ensure Roseville alcoholic beverage license holders are complying with state law and city code. When Roseville began alcohol compliance checks in 1997, the compliance rate was only 70%. Our goal is to achieve 100% compliance.

Required Training

Roseville city code requires all licensees, managers, and employees who serve alcohol to complete a city-approved or city-provided training program.

- > The required training shall be completed prior to an employee serving or selling alcohol.
- > The training must be completed on an annual basis for all employees who serve or sell alcohol.
- More information on the manager and server training can be found on the police department's <u>website</u>.

Documentation of Training

Your business must maintain documentation you have properly trained every employee who sells or serves alcohol. Per city code, this documentation must be provided to a police officer or designated city employee when requested. Additional penalties may be assessed if you are unable to provide documentation or it is determined an employee did not undergo the required training.

Penalty for Noncompliance

In addition to any criminal penalties, the City Council may suspend a liquor license for up to 60 days, revoke a license, and/or may impose a civil fine on a licensee. The mandatory minimum penalty for the sale of alcoholic beverages to underage individuals is a \$1,000 fine for the license holder and a one day suspension for on-sale establishments. Additional administrative penalties will be imposed when there is a history of violations.

Additional Information

Any questions regarding compliance checks, training, city code, or state laws can be directed to Deputy Chief Joe Adams at 651-792-7275 or joe.adams@cityofroseville.com. Additional information can be found at:

- https://www.cityofroseville.com/2365/Alcohol-Compliance
- https://www.cityofroseville.com/836/Liquor-Licenses
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations 181231
- https://www.mlba.com/
- https://www.revisor.mn.gov/statutes/cite/340A.503

8050

Erika Scheider Chief of Police

Roseville Police Department 2660 Civic Center Drive Roseville, MN 55113 Incident Report Page 1 of 3



ROSEVILLE POLICE DEPARTMENT INCIDENT REPORT

ICR# 22036919 AGENCY ORI# MN0620800 JUVENILE:

Reported: 12-17-2022 1143 First Assigned:1143 First Arrived:1143 Last Cleared:1144

Committed Start: Committed End:

Title: Compliance Checks-Alcohol How Received: Phone

Summary:

Alcohol Compliance Check - Failure.

Location(s)

Crave Address: 1595 Highway 36 W STE 1025 City: Roseville State: MN Zip: 55113 Country: US

Officer Assigned: Vang, Haivy Badge No: 224 Primary: No

Officer Assigned: Cook, Dennis Badge No: 247 Primary: Yes

Involvement: Subject Name: Lindeke, Alexander Patrick DOB: 01-29-1997

Age: 25

Address: (Residence) 3500 McNair Dr NCity: RobbinsdaleState: MNZip: 55422Country:Address: (Work) 1595 Highway 36 WCity: RosevilleState: MNZip: 55113Country:

Phone: (Cell) (763)280-9901

Involvement: Mentioned Name: Olander, Jamie Lynn DOB: 04-11-1989

Age: 33

Address: (Work) 1595 Highway 36 W City: Roseville State: MN Zip: 55113 Country:

Phone: (Cell) (612)387-1176

Involvement: Mentioned Name: Crave

Address: (Business) 1595 Highway 36 W STE 1025 City: Roseville State: MN Zip: 55113 Country:

Involvement: Mentioned Name: Arrigoni-Erickson, Damon John DOB: 10-09-1991

Age: 31

Address: (Business) 1595 Highway 36 City: Roseville State: MN Zip: 55113 Country:

Offense: (340A.503.2(1)) Liquor-Purchase/Sell/Barter/Furnish/Give to u

Supplemental Report

ICR: 22036919 Last Modified: 12-23-2022 1417

Title: Alcohol Compliance Check - Failure Created By: Dennis Cook

On Saturday December 17th 2022 I, Officer Cook (#247), assisted with conducting

alcohol compliance checks at various businesses within the City of Roseville.

Incident Report Page 2 of 3

I was operating an unmarked police vehicle in plain clothes and was responsible for the safety/wellbeing of the underage checker, XXXXX XXXXXXXXXXXXX 01/05/2003. During the detail XXX was in possession of one government issued identification card which clearly indicated he was under the age of 21 until 01/05/2004. XXX was also in possession of one twenty dollar bearing serial #BG52399040C. A photograph of XXX, XXXXX identification, and the bill were uploaded to evidence.com under case file number 22036894.

XXX and I entered Crave, 1595 Highway 36 W #1025, and took seats at the bar. I witnessed XXX order a glass of Pinot Noir wine from the bartender at which time the bartender poured the glass of wine and provided it to XXX without asking XXXXXX age or requesting any form of identification. Once the bartender had provided XXX with the alcoholic beverage I identified myself as a police officer and advised the bartender of the compliance check failure.

I positively identified the bartender via Minnesota photo drivers license as Alexander Patrick Lindeke 01/29/1997. Lindeke did not provide a reason as to why he did not ask XXXXX age or request any identification from XXX prior to serving him with the alcoholic beverage. I obtained current contact information for Lindeke and advised Lindeke that future correspondence from the City would come through the mail at a later date.

I next spoke to a manager who I verbally identified as Jamie Lynn Olander 04/11/1989. I advised Olander of the compliance check failure and advised her that the business would receive future correspondence from the City at a later date.

I uploaded a photograph of the glass of wine to evidence.com under the case file number.

My body worn camera was active once I transitioned to an enforcement role and began speaking to Lindeke about the compliance check violation.

Nothing further.

Supplemental Report

ICR: 22036919

Last Modified: 12-20-2022 1431

Title: Individual Fine Letter

Created By: Haivy Vang

On 12/20/2022, I issued LINDEKE a Roseville Police Department administrative citation letter for the violation of Selling/Serving Alcohol to an underage individual (city ordinance 302.15).

I sent LINDEKE's administrative citation via USPS certified mail to the address listed on his driver's license where he confirmed he currently receives mail.

Nothing further.

Supplemental Report

Incident Report Page 3 of 3

ICR: 22036919 Last Modified: 01-23-2023 1934

Title: Notification Letter Delivered Created By: Bryan Anderson

On 01/20/2023 I was instructed to delivered a letter notifying management at Crave of an upcoming council meeting and that they will need to provide training records. The letter was delivered to the

manager, Damon Arrigoni-Erickson.

ROSEVILLE POLICE DEPARTMENT 2022 Alcohol Compliance Check January 20, 2023



January 20, 2023

Crave 1595 Highway 36 Roseville, MN 55113

Dear Crave Manager,

On Monday, February 13, 2023, the Roseville City Council will discuss the December 17, 2022 alcohol compliance failure at Crave. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

Council discussion of this violation will occur during the "Business Actions" segment of the meeting. A representative from your establishment may appear at the time of the council discussion to offer any information you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you choose not to appear at this meeting, the City Council will act without any input from your business. Please note, due to the pandemic, the September city council meetings are being held in —person and virtually. Information on providing input can be found on the city's website at http://cityofroseville.com/3458/Attend-a-Virtual-Meeting.

Summary of Violation:

December 17, 2022: An employee sold a 19-year old underage compliance buyer a beer without asking for identification. This violation was confirmed by a plain clothing police officer (ref Police Incident 22036919).

Please be advised if another violation should occur, further penalties will be invoked. Also, I will need copies of your training records. Please email the records to joe.adams@cityofroseville.com. If you have any questions, you can reach me at 651-792-7275.

Sincerely,

Joe Adams
Deputy Chief of Police

REQUEST FOR COUNCIL ACTION

Date:February 13, 2023 Item No.: 7.f

Department Approval City Manager Approval

Item Description: Presumptive Penalty Approval – 2022 Alcohol Compliance Check, Davannis

BACKGROUND

- In 2022, all businesses with a city liquor license were mailed a letter announcing two citywide
- alcohol compliance checks to be conducted before the end of the calendar year (Attachment A). The
- 4 letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee
- training program and penalties for noncompliance. A copy of the letter was also e-mailed to all
- 6 license holders. The following is related to the second round of alcohol compliance checks, which
- 7 occurred in December of 2022.
- 8 On Saturday, December 17, 2022, a 19-year-old underage compliance checker, entered
- 9 establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance
- 10 checks. Upon conclusion of the checks, multiple businesses failed (Attachment B).
- Davannis (CN 22036914) The underage checker ordered a beer at which time the employee
- viewed the checkers identification. After reviewing the identification the employee retrieved and
- provided the beer to the checker. The employee has since paid the administrative fine.
- Officers met with each business in-person and advised them of the Roseville City Council hearing
- date. This notification was also provided in writing (Attachment C). Davannis later provided the
- required training documentation for their staff.

17 POLICY OBJECTIVE

- The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation

within thirty-six (36) months. The mandatory minimum penalty shall be a one thousand dollar (\$1,000.00) fine and a one (1) day suspension.

BUDGET IMPLICATIONS

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- Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a one
- thousand dollar (\$1,000.00) fine and a one (1) day suspension issued to the on-sale license holder for
- 25 the first violation within thirty-six (36) months.

RACIAL EQUITY IMPACT SUMMARY

- Upon review of any potential racial equity impacts, staff notes that this hearing pertains to a business
- with multiple locations. The compliance checks, subsequent fines, and suspensions are uniform and
- written into city code. At this time, staff have not identified a disproportionate racial equity impact.

30 STAFF RECOMMENDATION

- Staff recommends Council approval to issue and administer the presumptive penalty pursuant to City
- 32 Code Section 302.15, for on-sale license holders.

REQUESTED COUNCIL ACTION

- The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 302.15, for on-sale license holders for the first violation
- within thirty-six (36) months. The mandatory minimum penalty shall be a one thousand dollar
 - (\$1,000.00) fine and a one (1) day suspension.

Prepared by: Joe Adams, Deputy Chief of Police

Attachments: A: Letter announcing compliance checks

B: 2022 Police Report: Davannis (CN 22036914)

C: Letter announcing Council Meeting

:

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

July 8, 2022



2022 Alcohol Compliance Checks

The Roseville Police Department conducts a minimum of two citywide alcohol compliance checks each year. The police department conducts compliance checks to ensure Roseville alcoholic beverage license holders are complying with state law and city code. When Roseville began alcohol compliance checks in 1997, the compliance rate was only 70%. Our goal is to achieve 100% compliance.

Required Training

Roseville city code requires all licensees, managers, and employees who serve alcohol to complete a city-approved or city-provided training program.

- > The required training shall be completed prior to an employee serving or selling alcohol.
- > The training must be completed on an annual basis for all employees who serve or sell alcohol.
- More information on the manager and server training can be found on the police department's <u>website</u>.

Documentation of Training

Your business must maintain documentation you have properly trained every employee who sells or serves alcohol. Per city code, this documentation must be provided to a police officer or designated city employee when requested. Additional penalties may be assessed if you are unable to provide documentation or it is determined an employee did not undergo the required training.

Penalty for Noncompliance

In addition to any criminal penalties, the City Council may suspend a liquor license for up to 60 days, revoke a license, and/or may impose a civil fine on a licensee. The mandatory minimum penalty for the sale of alcoholic beverages to underage individuals is a \$1,000 fine for the license holder and a one day suspension for on-sale establishments. Additional administrative penalties will be imposed when there is a history of violations.

Additional Information

Any questions regarding compliance checks, training, city code, or state laws can be directed to Deputy Chief Joe Adams at 651-792-7275 or joe.adams@cityofroseville.com. Additional information can be found at:

- https://www.cityofroseville.com/2365/Alcohol-Compliance
- https://www.cityofroseville.com/836/Liquor-Licenses
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations 181231
- https://www.mlba.com/
- https://www.revisor.mn.gov/statutes/cite/340A.503

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Erika Scheider Chief of Police

Roseville Police Department 2660 Civic Center Drive Roseville, MN 55113 Incident Report Page 1 of 2

Attachment B



ROSEVILLE POLICE DEPARTMENT INCIDENT REPORT

ICR# 22036914 AGENCY ORI# MN0620800 JUVENILE:

Reported: 12-17-2022 1100 First Assigned:1100 First Arrived:1100 Last Cleared:1101

Committed Start: Committed End:

Title: Compliance Checks-Alcohol How Received: Phone

Summary:

Employee viewed checker's under 21 vertical ID and proceeded to sell alcoholic beverage to checker.

Location(s)

Davanni's Address: 1905 Perimeter Dr City: Roseville State: MN Zip: 55113 Country: US

Officer Assigned: Vang, Haivy Badge No: 224 Primary: Yes

Involvement: Subject Name: DOB: 05-12-1980

Iverson, Leif Ambrose

Age: 42

Address: (Residence) 3413 53Rd Ave N Apt 205 City: BROOKLYN CENTER State: MN Zip: 55429-3430 Country:

Phone: (Cell) 563-380-6221

Involvement: Mentioned Name: Davanni's Pizza

Address: (Business) 1905 West Perimeter Drive City: Roseville State: MN Zip: 55113 Country: USA

Phone: (Business) (651)636-3411

Involvement: Mentioned **Name:** Williams, Ryan Paul **DOB:** 02-03-1989

Age: 33

Address: (Business) 1905 Perimeter Dr City: Roseville State: MN Zip: 55113 Country:

Phone: (Cell) (651)587-0483

Offense: (340A.503.2(1)) Liquor-Purchase/Sell/Barter/Furnish/Give to u

Supplemental Report

ICR: 22036914 Last Modified: 12-19-2022 1054

Title: Compliance Check Fail Created By: Haivy Vang

On 12/17/2022, at approximately 1035 hours, I conducted an alcohol compliance check at 1905 West Perimeter Dr.

(Davanni's).

The compliance checker entered the establishment and ordered an alcoholic beverage from an employee at the cash register. The employee viewed the checker's Minnesota provisional license and proceeded to serve them an alcoholic beverage (First Frost beer).

Incident Report Page 2 of 2

It should be noted the compliance checker's driver's license is orientated vertically indicating they are under 21 years of age. Under 18 and under 21 indicators are displayed below the picture. UNDER 18 UNTIL, with appropriate date, displays as black text in a yellow bar. UNDER 21 UNTIL, with appropriate date, displays as white text in a red bar. This driver's license / identification card orientation was implemented by The Minnesota Department of Public Safety Driver and Vehicle Services in August of 2018. The intent of this particular change was to make it a quick reference that the cardholder is a minor.

I entered the establishment after the compliance checker alerted me they had been served an alcoholic beverage. I spoke with the employee whom was identified by his Minnesota driver's license as Leif Ambrose IVERSON date of birth 5/12/1980. IVERSON stated he viewed the checker's identification card. IVERSON admitted he proceeded to serve the checker a beer even after checking the ID. IVERSON stated he was not familiar with a vertical identification card. I advised IVERSON any vertically orientated identification card in Minnesota indicated the individual is a minor and they are either under 18 or 21 years of age.

IVERSON was clear of any active warrants.

I advised IVERSON I would be issuing him an administrative citation letter at a later date for the offense of selling alcoholic beverage to an underage person.

A photo of IVERSON's DL and the alcoholic beverage were uploaded to evidence.com.

PRS activated.

Supplemental Report

ICR: 22036914 Last Modified: 12-20-2022 1430

Title: Individual Fine Letter Created By: Haivy Vang

On 12/20/2022, I issued IVERSON a Roseville Police Department administrative citation letter for the violation of Selling/Serving Alcohol to an underage individual (city ordinance 302.15).

I sent IVERSON's administrative citation via USPS certified mail to the address listed on his driver's license where he confirmed he currently receives mail.

Nothing further.

Supplemental Report

ICR: 22036914 Last Modified: 01-23-2023 1928

Title: Notification Letter Delivered Created By: Bryan Anderson

On 01/20/2023 I was instructed to delivered a letter notifying management at Davanni's of an upcoming council meeting and that they will need to provide training records. The letter was delivered to the manager, Ryan Williams.

2/7/2023

ROSEVILLE POLICE DEPARTMENT 2022 Alcohol Compliance Check January 20, 2023



January 20, 2023

Davanni's 1905 Perimeter Drive Roseville, MN 55113

Dear Davanni's Manager,

On Monday, February 13, 2023, the Roseville City Council will discuss the December 17, 2022 alcohol compliance failure at Davanni's. Staff has recommended Council impose the presumptive penalty of a \$1000.00 fine and one (1) day liquor license suspension.

Council discussion of this violation will occur during the "Business Actions" segment of the meeting. A representative from your establishment may appear at the time of the council discussion to offer any information you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you choose not to appear at this meeting, the City Council will act without any input from your business. Please note, due to the pandemic, the September city council meetings are being held in —person and virtually. Information on providing input can be found on the city's website at http://cityofroseville.com/3458/Attend-a-Virtual-Meeting.

Summary of Violation:

December 17, 2022: An employee sold a 19-year old underage compliance buyer a beer without asking for identification. This violation was confirmed by a plain clothing police officer (ref Police Incident 22036914).

Please be advised if another violation should occur, further penalties will be invoked. Also, I will need copies of your training records. Please email the records to joe.adams@cityofroseville.com. If you have any questions, you can reach me at 651-792-7275.

Sincerely,

Joe Adams
Deputy Chief of Police

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 7.g

Department Approval

City Manager Approval

Item Description:

Presumptive Penalty Approval – 2022 Alcohol Compliance Check, Red Lobster

BACKGROUND

In 2022, all businesses with a city liquor license were mailed a letter announcing two citywide

- alcohol compliance checks to be conducted before the end of the calendar year (Attachment A). The
- letter included information on the Roseville City Ordinance regarding the mandatory liquor licensee
- training program and penalties for noncompliance. A copy of the letter was also e-mailed to all
- 6 license holders. The following is related to the second round of alcohol compliance checks, which
- 7 occurred in December of 2022.
- 8 On Saturday, December 17, 2022, a 19-year-old underage compliance checker, entered
- 9 establishments holding a liquor license in the city of Roseville, Minnesota, to conduct compliance
- 10 checks. Upon conclusion of the checks, multiple businesses failed (Attachment B).
- 11 Red Lobster (CN 22036922) The underage checker ordered a sangria containing alcohol at which
- time the employee viewed the checkers identification. After reviewing the identification the
- employee retrieved and provided the sangria to the checker. The employee has since paid the
- 14 administrative fine.
- Officers met with each business in-person and advised them of the Roseville City Council hearing
- date. This notification was also provided in writing (Attachment C). Red Lobster later provided the
- required training documentation for their staff.

18 POLICY OBJECTIVE

- The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 302.15, for on-sale license holders for the second violation

- within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar
- 22 (\$2,000.00) fine and a five (5) day suspension.

23 **BUDGET IMPLICATIONS**

- Pursuant to City Code Section 302.15, the financial impact shall be a mandatory penalty of a two
- 25 thousand dollar (\$2,000.00) fine and a five (5) day suspension issued to the on-sale license holder for
- 26 the second violation within thirty-six (36) months.

RACIAL EQUITY IMPACT SUMMARY

- Upon review of any potential racial equity impacts, staff notes that this hearing pertains to a business
- with multiple locations. The compliance checks, subsequent fines, and suspensions are uniform and
- written into city code. At this time, staff have not identified a disproportionate racial equity impact.

31 STAFF RECOMMENDATION

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- 32 Staff recommends Council approval to issue and administer the presumptive penalty pursuant to City
 - Code Section 302.15, for on-sale license holders.

REQUESTED COUNCIL ACTION

- 35 The Roseville Police Department seeks Council approval to issue and administer the presumptive
- penalty pursuant to City Code Section 302.15, for on-sale license holders for the second violation
- within thirty-six (36) months. The mandatory minimum penalty shall be a two thousand dollar
 - (\$2,000.00) fine and a five (5) day suspension.

Prepared by: Joe Adams, Deputy Chief of Police

Attachments: A: Letter announcing compliance checks

B: 2022 Police Report: Red Lobster (CN 22036922)

C: Letter announcing Council Meeting

ROSEVILLE POLICE DEPARTMENT

Alcohol Compliance Checks

July 8, 2022



2022 Alcohol Compliance Checks

The Roseville Police Department conducts a minimum of two citywide alcohol compliance checks each year. The police department conducts compliance checks to ensure Roseville alcoholic beverage license holders are complying with state law and city code. When Roseville began alcohol compliance checks in 1997, the compliance rate was only 70%. Our goal is to achieve 100% compliance.

Required Training

Roseville city code requires all licensees, managers, and employees who serve alcohol to complete a city-approved or city-provided training program.

- > The required training shall be completed prior to an employee serving or selling alcohol.
- > The training must be completed on an annual basis for all employees who serve or sell alcohol.
- More information on the manager and server training can be found on the police department's <u>website</u>.

Documentation of Training

Your business must maintain documentation you have properly trained every employee who sells or serves alcohol. Per city code, this documentation must be provided to a police officer or designated city employee when requested. Additional penalties may be assessed if you are unable to provide documentation or it is determined an employee did not undergo the required training.

Penalty for Noncompliance

In addition to any criminal penalties, the City Council may suspend a liquor license for up to 60 days, revoke a license, and/or may impose a civil fine on a licensee. The mandatory minimum penalty for the sale of alcoholic beverages to underage individuals is a \$1,000 fine for the license holder and a one day suspension for on-sale establishments. Additional administrative penalties will be imposed when there is a history of violations.

Additional Information

Any questions regarding compliance checks, training, city code, or state laws can be directed to Deputy Chief Joe Adams at 651-792-7275 or joe.adams@cityofroseville.com. Additional information can be found at:

- https://www.cityofroseville.com/2365/Alcohol-Compliance
- https://www.cityofroseville.com/836/Liquor-Licenses
- https://www.cityofroseville.com/DocumentCenter/View/27294/Title-3-Business-Regulations 181231
- https://www.mlba.com/
- https://www.revisor.mn.gov/statutes/cite/340A.503

8050

Erika Scheider Chief of Police

Roseville Police Department 2660 Civic Center Drive Roseville, MN 55113 Incident Report Page 1 of 2

Attachment B



ROSEVILLE POLICE DEPARTMENT INCIDENT REPORT

ICR# 22036922 AGENCY ORI# MN0620800 JUVENILE:

Reported: 12-17-2022 1150

Committed Start: Committed End:

Title: Compliance Checks-Alcohol How Received: None Selected

Summary:

Employee viewed checker's under 21 vertical ID and proceeded to sell alcoholic beverage to checker.

Location(s)

RED LOBSTER Address: 2330 PRIOR AV N City: Roseville State: MN Zip: 55113 Country: US

Officer Assigned: Vang, Haivy Badge No: 224 Primary: No

Involvement: Subject Name: Walton, Da'Coley Alyce DOB: 10-14-2003

Age: 19

Address: (Residence) 4112 Jordan Ave N City: New Hope State: MN Zip: 55427 Country:

Phone: (Cell) (612)643-3170

Involvement: Mentioned Name: Red Lobster

Address: (Business) 2330 Prior Ave N City: Roseville State: MN Zip: 55113 Country:

Phone: (Business) (651)636-9800

Involvement: Mentioned **Name:** James, Tiffany Krista **DOB:** 06-20-1980

Age: 42

Address: (Business) 2330 Prior Ave City: Roseville State: MN Zip: 55113 Country:

Offense: (340A.503.2(1)) Liquor-Purchase/Sell/Barter/Furnish/Give to u

Supplemental Report

ICR: 22036922 Last Modified: 12-20-2022 0918
Title: Compliance Check Fail Created By: Haivy Vang

On 12/17/2022, at approximately 1130 hours, I conducted an alcohol compliance check at 2330 Prior Ave N (Red

Lobster).

The compliance checker entered the establishment, was seated at a table, and ordered an alcoholic beverage, Snow Globe Sangria (mixed alcoholic drink) from a waitress. The waitress viewed the checker's Minnesota provisional license and proceeded to serve them an alcoholic beverage.

It should be noted the compliance checker's driver's license is orientated vertically indicating they are under 21 years of age. Under 18 and under 21 indicators are displayed below the picture. UNDER 18 UNTIL, with appropriate

Incident Report Page 2 of 2

date, displays as black text in a yellow bar. UNDER 21 UNTIL, with appropriate date, displays as white text in a red bar. This driver's license / identification card orientation was implemented by The Minnesota Department of Public Safety Driver and Vehicle Services in August of 2018. The intent of this particular change was to make it a quick reference that the cardholder is a minor.

I entered the establishment after the compliance checker alerted me they had been served an alcoholic beverage. I spoke with the waitress whom was identified by her Minnesota driver's license as Da'Coley Alyce WALTON date of birth 10/14/2003. WALTON stated she viewed the checker's identification card. WALTON admitted she proceeded to serve the checker an alcoholic drink even after checking the ID. WALTON stated she was not familiar with a vertical identification card. I advised WALTON any vertically orientated identification card in Minnesota indicated the individual is a minor and they are either under 18 or 21 years of age.

WALTON was clear of any active warrants.

I advised WALTON I would be issuing him an administrative citation letter at a later date for the offense of selling alcoholic beverage to an underage person.

A photo of WALTON's DL and the alcoholic beverage were uploaded to evidence.com.

This will be the second alcohol compliance check failure in 2022 for 2330 Prior Ave N (Red Lobster). Their last compliance check failure was on 7/15/2022 (RPD CN #22019148).

PRS activated.

Supplemental Report

ICR: 22036922 Last Modified: 12-20-2022 1430

Title: Individual Fine Letter Created By: Haivy Vang

On 12/20/2022, I issued WALTON a Roseville Police Department administrative citation letter for the violation of Selling/Serving Alcohol to an underage individual (city ordinance 302.15).

I sent WALTON's administrative citation via USPS certified mail to the address listed on her driver's license where she confirmed she currently receives mail.

Nothing further.

Supplemental Report

ICR: 22036922 Last Modified: 01-20-2023 1311

Title: Seller Fine Paid Created By: Joe Adams

Fine paid by seller.

Supplemental Report

ICR: 22036922 Last Modified: 01-23-2023 1938

Title: Notification Letter Delivered Created By: Bryan Anderson

On 01/20/2023 I was instructed to delivered a letter notifying management at Red Lobster of an upcoming council meeting and that they will need to provide training records. The letter was

delivered to the manager, Tiffany James.

ROSEVILLE POLICE DEPARTMENT 2022 Alcohol Compliance Check January 20, 2023



January 20, 2023

Red Lobster 2330 Prior Avenue Roseville, MN 55113

Dear Red Lobster Manager,

On Monday, February 13, 2023, the Roseville City Council will discuss the December 17, 2022 alcohol compliance failure at Red Lobster. Staff has recommended Council impose the presumptive penalty of a \$2000.00 fine and five (5) day liquor license suspension.

Council discussion of this violation will occur during the "Business Actions" segment of the meeting. A representative from your establishment may appear at the time of the council discussion to offer any information you deem relevant as to whether the Council should deviate from the presumptive penalties set forth in the Roseville City Code. If you choose not to appear at this meeting, the City Council will act without any input from your business. Please note, due to the pandemic, the September city council meetings are being held in —person and virtually. Information on providing input can be found on the city's website at http://cityofroseville.com/3458/Attend-a-Virtual-Meeting.

Summary of Violation:

December 17, 2022: An employee sold a 19-year old underage compliance buyer a beer without asking for identification. This

violation was confirmed by a plain clothing police officer (ref Police Incident 22036922).

July 15, 2022: An employee sold an 18-year old underage compliance buyer a beer without asking for identification. This

violation was confirmed by a plain clothing police officer (ref Police Incident 22019160).

Please be advised if another violation should occur, further penalties will be invoked. Also, I will need copies of your training records. Please email the records to joe.adams@cityofroseville.com. If you have any questions, you can reach me at 651-792-7275.

Sincerely,

Joe Adams
Deputy Chief of Police

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 7.h

Department Approval

City Manager Approval

Janue Gundrach

Continuation: Consider issuance of a Short-Term Rental License for 1901 Ryan Item Description:

Ave.

BACKGROUND

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This item was originally discussed during the January 30, 2023 City Council meeting. Typically, short-2

term rental licenses are deemed procedural (either requirements are met or they aren't) and acted upon 3

as a part of the Council's consent agenda. This license request was pulled from the consent agenda as 4

the Council had questions for the property owner, ultimately requesting additional information prior 5

to taking action on the license request. Staff contacted the property owner with those questions and 6

was provided responses, which can be found in Attachment C. It should also be noted that the

applicant obtained the appropriate rental registration five days after purchasing the home, so regular 8

rentals have been occurring, which are in compliance with City requirements.

Chapter 909 of City Code requires the licensing of non-owner occupied short-term rentals of dwelling 10 11

units, subject to certain exemptions. On December 7, 2022, an application for a short-term rental

license was submitted by the property owner. The property is a three bedroom, single family home. 12

The property owner has certified and attested to the requirement of lodging tax payment, as well as, 13

the maximum occupancy of four or less unrelated adults or one family. There have been no nuisance 14

or property maintenance violations in the last five years that impact the ability of the license to be 15

issued. Short-term rental licenses include the requirement of minimum stays based on on-season (10 16

days) and off-season (7 days) times of the year. 17

Upon issuance, the license will be valid for 365 days from issue date. A current copy of the license 18

must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. 19

A draft of the license is provided as Attachment B. 20

The applicant has supplied all required license information and paid the license fee of \$515. In 21

accordance with Section 909.03, the process for licensure is outlined in Chapter 301, which requires 22

presentation to the City Council. Based upon the requirements outlined in ordinance, the property 23

owner is entitled to the license.

POLICY OBJECTIVE

Licensing required by Section 909, effective as of February 8, 2021. 26

BUDGET IMPLICATIONS 27

The correct fees were paid to the City at the time of application submittal. 28

29 RACIAL EQUITY IMPACT SUMMARY

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

STAFF RECOMMENDATION

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32 Staff recommends the approval of a one year Short-Term Rental License for 1901 Ryan Ave.

REQUESTED COUNCIL ACTION

34 By Motion, approve the Short-Term Rental License for 1901 Ryan Ave.

Prepared by: David Englund, Building Official, <u>David.englund@cityofroseville.com</u> 651-792-7087

Attachments: A: Short-Term Rental License Application

B: Draft copy of license

C: Property owner reply to Council questions

Attachment A

Menu

Reports

Help

File Date: 12/07/2022
Application Status: In Review

Application Detail: Detail

Application Type: Short-Term Rental License Application

Address: 1901 Ryan Ave W Roseville MN 55113

Custom Fields: UNIT DETAILS

Unit Type Single-Family Home Number of Bedrooms

3

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits

Attestation to Payment of Lodging Tax

Δ

Contact Info: Contact Type

ontact Type Organiza

Contact Primary Address

Status

Name

Property Owner

Organization Name

Home, 15651 N Diamond ...

Active

Julie Stueve

Owner Name:

Owner Address:

DBA Name:

Total Fee Assessed: \$525.30

Total Fee Involced: \$525.30

Balance: \$0.00

Workflow Status: Task

Assigned To

Status

Status Date

Action By

License Issuance

Jan Rosemeyer

Initiated by Product: AV360

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

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

 The Property Owner must comply with all requirements set forth in Roseville City Code. This license may be suspended or revoked for violations of that code.

Property owners must notify the City of any changes in ownership or type of occupancy. Licenses are non-transferable; new owners must

apply for a new license.

License Number: STR23-XXX

Owner: Julie Stueve

Phone:651-XXX-XXXX Email: <u>juliestueve@gmail.com</u> Address: 1901 Ryan Ave.

Expiration: 2/1/2024

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

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

In the Unit:

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

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

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

Toilets must flush and Bathrooms must have an exhaust fan or

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

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

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

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

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

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

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

Extension Cords may be used only for portable appliances.

Address Numbers must be clearly visible from the street.

Occupancy:

Rental Units may house 4 unrelated adults or 1 family.

Storage/Waste:

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

Vehicles/Driveway/Parking:

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

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

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

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

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

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

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

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

WHEN ISSUES ARISE

For an emergency, call 9-1-1

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

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

Attachment C

David Englund

To:

Julie Stueve

Subject:

RE: 1901 Ryan

From: Julie Stueve

Sent: Tuesday, January 31, 2023 3:02 PM

To: David Englund < David. Englund@cityofroseville.com>

Subject: Re: 1901 Ryan

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

- 1. It is currently rented as a long term rental
- 2. We do not operate other properties as short term rentals.

Thanks,

Julie

On Tue, Jan 31, 2023 at 2:54 PM David Englund David.Englund@cityofroseville.com wrote:

Hi Julie,

The Short Term Rental license was before City Council last night. Please see the link below for the meeting discussion.

https://webstreaming.ctv15.org/viewer.php?streamid=6117

See Bookmarks #5 Items removed from consent

Could you please answer the following:

- 1. Are you currently renting this property? If yes, is it in a short term (less than 30 days) or long term (30 days or more)?
- 2. Do you or any of the owners operate any other properties as short term rentals?

I would appreciate a quick response as I would like to get this back in front of City Council for approval on the Feb 13 meeting.

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 7.i

Department Approval

City Manager Approval

Janue Gundrach

Item Description:

Consider Ordinances amending Title 9, Section 909 of the City Code in order

to stop issuance or renewal of Short Term Rental licenses

BACKGROUND

The legislative history surrounding Short Term Rental (STR) licenses is as follows:

- August 24, 2020: The City Council engaged in a discussion regarding options to regulate STR's. This meeting included extensive public comment.
- September 28, 2020: The City Council reviewed three options to regulate STR's. These options included: 1) amend the existing Rental Registration requirements outlining a definitive process to revoke and/or suspend a problem rental registration, 2) outright ban on STR's, and 3) create a business license for rentals less than 30 days. The Council directed staff to pursue a combination of options one and three. This meeting included extensive public comment.
- January 11, 2021: The City Council reviewed draft ordinances regulating STR's and provided direction to staff. This meeting included extensive public comment.
- February 8, 2021: The City Council adopted Ordinance 1596 establishing a license requriement for STR's. Since adoption of ordinance 1596, six licenses have been issued.
- January 30, 2023: By motion, the City Council directed staff to prepare the necessary ordinance to stop issuance of future STR licenses until such a time the regulations can be further evaluated. This motion passed unanimously.

Based on public testimony provided at the January 30th meeting, the City Council directed staff to draft an ordinance to stop the issuance of STR licenses so that the existing regulations can be reevaluated. After consultation with the City Attorney, the Ordinance provided in Attachment A is recommended for adoption, which stops the issuance of any new STR licenses, as well as issuance of any renewals given licenses are only valid for one year. Once the City Council has determined if any regulations need to be changed, another ordinance would need to be adopted to reflect those new rules. The City Council can always choose to simply reinstate the rules that were in place prior to adoption of this proposed Ordinance if revised regulations are deemed unncessary.

The below table outlines all current licenses and their expiration date (including the two approved on January 30th):

License Holder	STR Address	Issue Date	Expiration Date
Michelle Mulvehill	1885 Shady Beach Avenue N	6/22/2022	6/22/2023
Eric Carrara	257 South McCarrons Blvd West	7/14/2022	7/14/2023
Connie Marty	1901 N Shady Beach Avenue	9/13/2022	9/13/2023
Grygorii Zaiets	1277 Garden Avenue	9/13/2022	9/13/2023
Tim Nguyen	770 W Heinel Drive	1/31/2023	1/31/2024
Jason Wilson	395 W Woodhill Drive	1/31/2023	1/31/2024

The proposed Ordinance was posted on the City's website on Friday, February 3rd in accordance with the required 10-day public notification requirement. At the City Manager's direction, staff also provided written and email notification to all current license holders of the Council's intention pass an ordinance stopping the issuance and renewal of any future STR's. If the Ordinance is adopted, staff will notify these same license holders of passage of the Ordinance. Staff will also disable the online application process for STR licenses.

Additionally, given the length of the ordinance, staff is proposing the Council approve a summary publication (Attachment B). The summary requires a 4/5th vote.

POLICY OBJECTIVE

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The purpose of the license requirement for STR's is to ensure that non-owner-occupied short-term rentals of dwelling units is conducted, operated, and maintained so as not to become a nuisance to the surrounding neighborhood or an infuluence that fosters blight and deterioration or creates a disincentive to reinvest in the community. The operation of a short-term rental property is a business enterprise that entails responsibilities required of the owner, local agent, and guests.

BUDGET IMPLICATIONS

No meaningful budget implications have been identied related to adoption of the proposed ordinance.

STR licenses cost \$515 annually, but actual collected revenue is nominal given only six licenses have

been issued to-date.

RACIAL EQUITY IMPACT SUMMARY

Any racial equity impacts as a result of adoption of the proposed ordinance have not been evaluated.

STAFF RECOMMENDATION

Adopt the Ordinances provided stopping the issuance or renewal of any future Short Term Rental 59 60

licenses and approving a summary publication.

REQUESTED COUNCIL ACTION

By motion, adopt the Ordinances provided stopping the issuance or renewal of any future Short Term

Rental licenses and approving a summary publication.

Janice Gundlach, Community Development Director Prepared by:

Attachments: A: Proposed Ordinance

B: Summary Ordinance

1		City of Roseville ORDINANCE NO.
		ORDINANCE NO.
3		AN ORDINANCE AMENDING
4		AN ORDINANCE AMENDING
5 6		TITLE 9 CHAPTER 909
7		TITLE 9 CHAITER 909
8		AN ORDINANCE AMENDING TITLE 9, SECTION 909 OF THE
9	R	OSEVILLE CITY CODE IN ORDER TO STOP ISSUANCE OF NEW
10	144	SHORT TERM RENTAL LICENSES
11		
12	THE	CITY OF ROSEVILLE ORDAINS:
13	TILL	CITT OF ROSE VILLE ORDINION
14		SECTION 1: Title 9 Section 909.03 of the Roseville City Code is amended
15		to read as follows:
16		10 1000 00 10110 He.
17	909.0	3: LICENSE REQUIRED:
18		
19	A.	It shall be unlawful for any person to hereafter occupy, allow to be occupied,
20		or let to another person for occupancy any residential property within the
21		City for which an application for without a short-term rental license has not
22		been properly made and filed with issued by the City or after the time that a
23		license is suspended or revoked. Applications for licensure shall be as
24		required by Chapter 301 of City Code, and shall be made upon forms
25		furnished by the City for such purpose and shall specifically require the
26		following minimum information:
27		1. Name, street address, email and phone number of the property owner.
28		
29		2. The name, street address, email and phone number(s), of a local agent
30		authorized to make or order repairs or services for the property, if in
31		violation of City or State Codes, if the person is different than the
32		owner.
33		3. The street address of the short-term rental property.
34		4. The type of units within the rental property (single family, twin-home,
35		townhome, condo, duplex, triplex or fourplex).
36		5. The number of bedrooms in the unit.
37		6. Certification and attestation that the maximum occupancy per unit is
38		either 4 or less unrelated adults or one family pursuant to Roseville
39		City Codes 906.06 and 1001.10. (Ord 1596, 2-8-2021)
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43 44		SECTION 2: Title 9 Section 909.04 of the Roseville City Code is amended to read as follows:
45		to read as rememb.
46 47	909.0	04: EXPIRATION OF LICENSE:
48	A.	Term: All licenses issued under this Chapter are effective upon issuance and
49		shall expire one year (365 days) from date of issuance. All required renewal
50 51		license application materials shall be received and submitted prior to the expiration date.
52		expiration dute.
53	B .	Late fee: Any renewal license applications submitted after expiration will be
54	Б.	considered late and subject to fee penalties.
55	C .	Violation, Any license not renewed after expiration, with continued short
56 57	€.	Violation: Any license not renewed after expiration, with continued short- term renting of the property, will be considered a violation of this ordination.
57 = 0		Renters will not be allowed to occupy a property if the renewal license is not
58 59		issued within 5 days after expiration. (Ord 1596, 2-8-2021)
60		issued within 3 days after expiration. (Old 1370, 2-0-2021)
61		SECTION 3: Title 9 Section 909.05 of the Roseville City Code is amended
62		to read as follows:
63		to read as follows.
64	909 (05: FEES, LODGING TAX:
65	707.0	3. TELS, EODGING TAX.
66	A.	There shall be a license fee and late renewal fee as established by the City
67		Fee Schedule in Section 314.05. All fees and fines shall be charged to and
68		payable by the property owner.
69		
70	B.	Pursuant to Minnesota Statutes, section 469.190, local lodging taxes shall be
71		collected on all rentals less than 30 days in length in accordance with Chapter
72		312 of the City Code.
73		·
74	C.	Short-Term Rentals in violation of this ordinance may be subject to
75		administrative fines, in addition to any other fees or penalties per Section
76		909.10 or other applicable sections of City Code. (Ord 1596, 2-8-2021)
77		
78		SECTION 4: Title 9 Section 909.06 of the Roseville City Code is amended
79		to read as follows:
80		
81	909.0	06: MANNER OF LICENSURE:
82		
83 84	A.	An owner who has an existing Short-Term Rental property as defined by this Chapter that is not already licensed under the requirements of City Code

Chapter 909, may continue to operate until expiration of such license.

86		Following the effective date of this Chapter, no further licenses will be
87		issued, no change in occupancy type will be approved, and no transfer or
88		renewal of license will be permitted. must apply for licensure pursuant to this
89		Chapter, no later than 30 days following the effective date of this Chapter.
90		
91	B	An owner of a property that after the effective date of this Chapter wishes to
92		convert the property into a Short-Term Rental property, shall apply for and
93		license the property prior to its conversion.
94		
95	C.	If there is a change in the type of occupancy from the type stated on the
96		license form, an amended license form shall be filed within 30 days of the
97		change.
98		
99	D.	When a previously licensed property is sold, the new owner, if continuing to
100		offer Short-Term Rental, shall apply for a license within 30 days of the sale.
101		
102	E	Valid Short-term rental license holders shall not be required to register said
103		rental per Chapter 907 if they enter into rental lease periods in excess of thirty
104		(30) consecutive days.
105		
106	F.	The City Manager may administratively deny a license under this Chapter if
107		the property has been issued fines for repeat nuisance violations per City
108		Code Section 511.
109		
110	G.	If a person is found to have engaged in rentals that require a license under
111		this Chapter, but no license has been obtained, upon application for licensure
112		said license shall not become effective for 90 days. (Ord 1596, 2-8-2021)
113		
114		SECTION 4: Title 9 Section 909.09 of the Roseville City Code is amended
115		to read as follows:
116		
117	909.09	9: LICENSE SUSPENSION AND REVOCATION:
118		
119	A.	A Short-Term Rental license may be revoked or suspended by the City
120		Council at any time under the provisions of this chapter, or Chapter 301
121		Section 301.09, for grounds including, but not limited to, the following:
122		1. Two or more confirmed violations of this section within 180 days,
123		except for a single violation as outlined in paragraph B of this section.
124		2. False or misleading information given or provided in connection with
125		a license application.
126		3. Failure to maintain the residential rental property in a manner that
127		meets pertinent provisions of City Code including, but not limited to,

Code Chapters 407 and 906.

4. Violations committed or permitted by the owner or the owner's agent, 129 or committed or permitted by the tenant or the tenant's guests or 130 agents, of any rules, codes, statutes and ordinances relating to, 131 pertaining to, or governing the premises including, but not limited to, 132 the following: 133 Minn. Stat. 609.75 through 609.76, which prohibit gambling; 134 a. 135

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- b. Minn. Stat. 609.321 through 609.324, which prohibit prostitution and acts relating thereto;
- Minn. Stat. 152.01 through 152.025 and 152.027, subds. 1 and c. 2, which prohibit the unlawful sale or possession of controlled substances:
- Minn. Stat. 340A.401, which regulates the unlawful sale of d. alcoholic beverages;
- Minn. Stat. 609.33, which prohibits owning, leasing, operating, e. managing, maintaining, or conducting a disorderly house, or inviting or attempting to invite others to visit or remain in a disorderly house;
- f. Minn. Stat. 97B.021, 97B.045, 609.66 through 609.67 and 624.712 through 624.716 and Chapter 103 of the City Code, which prohibit the unlawful possession, transportation, sale or use of weapon;
- Minn. Stat. 609.72, which prohibits disorderly conduct; g.
- Minn. Stat. 609.221, 609.222, 609.223, 609.2231 and 609.224, h. regarding assaults in the first, second, third, fourth and fifth degree.
- Roseville City Code Sections: 407, prohibiting public i. nuisances, 405, noise control, 511, repeat nuisance, 906, property maintenance, 1004 and 1005, land use and 1018, parking.
- В. Upon recommendation by the Chief of Police, the City Manager is authorized 159 to administratively suspend a license after a single violation that reasonably 160 posed or poses a threat to public safety. 161
- License suspension shall be for a term not less than: 180 days for the first C. 163 suspension and 365 days for the second suspension. Depending on the 164 gravity of the offense, the Council may impose longer suspension timeframes 165 than noted in this paragraph. 166
- D. License revocation shall be considered by the City Council when violations 168 occur under paragraph A or B of this section and/or when two prior 169 suspensions occurred under the same licensee. 170 171

E. In order to reinstate a suspended license, the applicant shall apply following 172 the same process as if applying for a new Short-Term Rental license. 173 174 Reinstatements following suspension will only be considered when the circumstances leading to the suspension have been remedied, the suspension 175 penalty imposed by the City Council has been satisfied, the licensee has 176 177 submitted a Mitigation Plan outlining policies and procedures to prevent violations from occurring in the future, and upon City Council approval. 178 Reinstatement after suspension may be denied by the City Council if the 179 180 licensee cannot satisfactorily meet the requirements in this paragraph.

181

F. If a license is revoked, reinstatement <u>will not be considered</u>. <u>may only be considered by the City Council if there is an ownership change. Ownership change to a family member of the prior owner, or entity affiliated with the prior owner shall not constitute compliance with this requirement.</u>

186

187 G. Repeat Nuisance Service Call fees shall be applied pursuant to City Code Section 511. (Ord 1596, 2-8-2021)

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SECTION 5: Title 9 Section 909.10 of the Roseville City Code is amended to read as follows:

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909.10: VIOLATION:

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A. Misdemeanor: Any person who maintains a short-term rental property without having the property licensed, or after the short-term rental license for the property has been revoked, or who permits new occupancy in violation of Section 909 is guilty of a misdemeanor and, upon conviction, is subject to a fine and imprisonment as prescribed by state law. Each day each violation continues or exists, constitutes a separate offense.

200201

B. Administrative fee: In addition to, or in lieu of, charging a misdemeanor, the City may impose administrative fees in an amount set in the City Fee Schedule. Each day each violation continues or exists, constitutes a separate offense.

Upon the failure to pay an administrative fee, the City may post the dwelling unit as illegal for occupancy as a short-term rental.

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- 209 C. Prohibited occupancy: Pursuant to 909.10.B.1, the dwelling unit or portion of, may not be occupied by anyone other than the primary homestead owner and that person's immediate family until:
 - 1. The administrative fee has been paid; and
- 2. A short-term rental license is obtained or tThe City is satisfied that the dwelling unit will not be used as a short-term rental dwelling unit; and

ATTACHMENT A

215	3. C	ompletion of any abatement, written compliance order, le	egal action
216	fr	om a citation or action per City Code Sections 407 and	906. (Ord
217	15	596, 2-8- 2021)	
218			
219	SECTIO	N 6: Effective date. This ordinance shall take effect upo	on its
220	passage a	and publication.	
221			
222	Passed by the C	City Council of the City of Roseville this day of	2023.
223			
224			

ATTACHMENT A

Signatures as follows on	separate page:
	NDING TITLE 9, SECTION 909 OF THE R TO STOP ISSUSSUANCE OF NEW
SHORT TERM RENT	TAL LICENSES
(SEAL)	
	CITY OF ROSEVILLE
	BY:
	Daniel J. Roe, Mayor
ATTEST:	
Patrick Trudgeon, City M	lanager
	-

1	City of Roseville ORDINANCE SUMMARY NO. 1627
2	ORDINANCE SUMMARY NO. 1027
3 4	APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF THE
5	AMENDMENT TO TITLE 9, SECTION 909 OF THE
6	ROSEVILLE CITY CODE IN ORDER TO STOP ISSUSSUANCE OF NEW
7	SHORT TERM RENTAL LICENSES
8	
9	SECTION 1: The City Council of the City of Roseville, on February 13, 2023,
10	adopted Ordinance No. 1626. Minnesota Statutes, section 412.191, subd. 4, allows
11	publication by title and summary in the case of lengthy ordinances or those
12	containing charts or maps.
13	
14	The City Council has determined that the following summary would clearly inform
15	the public of the intent and effect of the ordinance.
16	
17	SECTION 2 : The following is the official summary of Ordinance No. approved by
18	the City Council of Roseville on February 13, 2023 and directs the City Clerk to
19	publish the title and summary as follows in the official newspaper in lieu of the
20	entire ordinance:
21	
22	On February 13, 2023, the City Council of the City of Roseville
23	adopted Ordinance No. 1626, an ordinance amending title 9, section
24	909 of the Roseville city code in order to stop issuance of new short
25	term rental licenses. The Ordinance maintains the regulations for
26	current license holders, but prohibits issuance or renewal of new
27	licenses, including licenses that are revoked.
28	
29	SECTION 3 : A printed copy of the full ordinance is available for inspection
30	by any person during regular office hours in the office of the City Manager at the
31	Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy
32	of the ordinance and summary shall also be posted on the Internet web page of the
33	City of Roseville (www.cityofroseville.com).
34	A THEOLOGY
35	ATTEST:
36	
37 38	
39	Patrick Trudgeon, City Manager
40	raction transcon, only manager
41	
42	

Item 7.I BENCH HANDOUT

From: Tim Nguyen
To: David Englund
Cc: Janice Gundlach

Subject: Re: Proposed revisions to Short-Ter Rental Licensing

Date: Friday, February 10, 2023 8:28:26 AM

Attachments: <u>image0.png</u>

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

Hello David and Jane,

Thanks for letting me know about this agenda for the next city council meeting about STR rental licensing for the city of Roseville in the future. Without any further delay, you would know right away that I will oppose this ban. I will be more than happy to attend this meeting in person or virtually but I will be on the plane during that time so I will not be able to do so. I would like you to put my voice in writing with a hope that you can help me replay my message to the committee. I will be more than happy to attend in person or to meet with you anytime after Monday 2/13. I am sorry for the lengthy introduction.

Here are some of my points:

I am a permanent resident of the city of Roseville. My current address is 3093 Avon St N. I LOVE this city so much and that's why I decided to buy two houses in one area. I like everything about this city. I always try my best to make sure that I do my part and whatever I can for the community and city to make it a better place. You can meet any of my neighbors around 770 or 3093 to ask about my characters.

My neighbors around the 770 Heinel were so happy to see that my house is now on Airbnb and couple of them have already reserved it for this summer and they are spreading the words around so that others can do the same thing. Reasons for short term rental are: getting together for pre wedding planning, staying before and after funeral, bringing parents out from nursing home to stay together as a family, remodeling their home in the neighborhoods, emergency situations such as house fire or flooding damage, long time residents come back to visit the city and want their friends and families to come to visit, working travel nurses, seasonal workers from out of state such as contractors... and many more other reasons. I can't name them all.

I always asking for a reason for why someone wants to book my place and I manually review each request. My priorities are out of state folks and locals only for a reasonable reason. Absolutely NO partying or anything like that at my house. I live less than three miles or 10 minutes away from primary residence. I will be at the house with a little notice. I will attach my house rules so you can see what it looks like. People need to confirm and agree to my house rules before they can proceed to the next step to reserve it.

Short term rental will make the city completed and support the neighborhood as many of the residents are retired and we have many retirement homes in my areas.

Short term rental will be there in the future due to aging population and moving around young generations. I'm sure that we will need to revisit this issue sooner or later.

As you can see, I have already paid off my mortgage and I don't want anyone or anything to ruin my property. It is my life saving and I am not in need to make money or even thinking about disturbing my neighbors/neighborhood.

My proposal solutions are limit of the number of STR licensed issues, provokes license with trouble property, owners have to be a long term primary residence of the city for at least one year, have to inform the immediate neighbors about what is going on with the property, must have a

Item 7.I BENCH HANDOUT

business license with the state.... You can make it as strictly as possible and I will be completed agree with it.

I think that I will need to stop here before it's getting too long. I love this city and I can go on and on. The decision is now up to the city council and the committee in charge. I have the total trust in you. Thanks so much for your time and spending efforts to review this policy. Please reach out to me by phone or email or in person if you need me to add or clarify anything about this request.

Best regards, Tim Nguyen

Additional rules

Edit

*BY booking, guest agrees to all terms listed in the house rules below.

- * MAXIMUM CAPACITY: The maximum property capacity is 10 people. This includes all children.
- * NO UNREGISTERED/ UNDECLARED GUESTS: Only registered Guests allowed in the property. No Unregistered/ Undeclared guests or visitors allowed unless prior arrangements made. Host can terminate the reservation without refunds if violated. \$100 fee per night per unregistered/undeclared guest for the entire reservation, if discover afterward. We have security camera at the property to capture the number of guests coming in and out the property.
- * ID REQUIREMENT: Must be at least 25 years old to book. No third-party booking. Person who books the reservation must be staying the entire stay.
- * LOCAL GUESTS: must contact Host prior to booking.
- * Extra guest fee: \$15.00/ guest per night after 4 guests.
- * NO SMOKING/NO VAPING/ NO DRUG USE in the house. \$300 fee! PLUS any extra cleaning fee will be billed to guest by Airbnb.
- * NO PARTIES OR EVENTS ever! \$300 fee and your reservation will be cancelled at guest's cost if violated. We have security camera at the property to capture the

Item 7.I BENCH HANDOUT

number of guests coming in and out the property.

* NO PETS allowed. (\$300 fee), PLUS any extra cleaning fee will be billed to guest by Airbnb. Pets are not permitted on the premises, including Service Animals and ESA pets, as there are family members that have severe respiratory and medical conditions.

- * NO EATING OR DRINKING in the bedrooms!
- * NO SHOES inside the home.
- * NO OPEN FLAME/ CANDLES.
- * NO RE-ARRANGE FURNITURE.
- * PARKING: 4 parking spaces in the driveway.

Confirm



Congrats! Your mortgage is paid in full!





Hello TIM NGUYEN,

Congratulations! As of **01/19/2023**, your loan number is paid in full for this address: **770 HEINEL DR**.

Item 7.I BENCH HANDOUT

Dear Short-Term Rental License Holder:

You are receiving this letter because you have a licensed short-term rental property in the City of Roseville. On **February 13, 2023**, the City Council will be discussing proposed revisions to Title 9, Section 909 of City Code, which would stop issuance and renewal of short-term rental licenses so that the City may consider revisions to the licensing regulations. The proposed revisions are available via this link http://www.cityofroseville.com/AgendaCenter/ViewFile/Agenda/_02132023-636? httml=true (Item 7.I). A paper copy of this notice was also sent by mail.

City Council Meetings are held in the City Council Chambers located at 2660 Civic Center Drive. Meetings are conducted in person and by using a virtual platform beginning at 6:00 p.m. I encourage you to attend this meeting. You will be given the opportunity to speak.

For specific instructions on how to attend the Virtual City Council Meeting please go to the city's website at https://www.cityofroseville.com/3458/Attend-a-Virtual-Meeting.**

If you have further questions or concerns, you may call the City's Community Development Department at 651-792-7005.

Janice Gundlach | Community Development Director

O: 651.792-7071

janice.gundlach@cityofroseville.com

<image001.jpg>

2660 Civic Center Drive | Roseville, MN 55113 Facebook | Twitter | YouTube



Date: February 13, 2023

Item No.: 10.a

Department Approval

City Manager Approval



Item Description: Approval of Payments

BACKGROUND

4

5

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

3 claims has been submitted to the City for payment.

Check Series #	Amount
ACH Payments	\$230,533.34
105764-105876	\$603,037.95
Total	\$833,571.29

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

be appropriate for the goods and services received.

8 POLICY OBJECTIVE

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

10 **BUDGET IMPLICATIONS**

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

cash reserves.

13 RACIAL EQUITY IMPACT SUMMARY

14 **N/A**

15 STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

17 REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

Prepared by: Joshua Kent - Assistant Finance Director

Attachments: A: Checks for Approval

Bank Reconciliation

Board Audit

User: Joshua.Kent

Printed: 02/08/2023 - 10:14AM Date Range: 01/19/2023 - 02/07/2023

Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General	Fund			
Department: 00 Ge	eneral Function			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	5,696.36
		Total for Department: 00 Genera	l Function	5,696.36
Department: 01 Ge	eneral Government			
0	DG Minnesota CS 2021, LLC	Monthly Solar Gardens Invoice	02/01/2023	599.73
0	Erickson, Bell, Beckman & Quinn P.A.	Prosecution services for December 202	01/25/2023	31,817.00
0	McGough Property Management, LLC	Management Fee	02/01/2023	3,612.40
0	Phil Weix	P Weix Reimbursement of 1099 year e	01/25/2023	134.54
0	Talon Bradford	T Bradford 2022 Oct - Dec Gym Reim	01/25/2023	150.00
0	Total Tool	2022 Annual Crane and Hoist Inspecti	02/01/2023	360.00
0	Xcel Energy	Dec Xcel Billings	02/01/2023	19,335.98
0	Yer Vue	Target - wellness lunch & learn	02/01/2023	20.54
105768	Anchor Solar Investments, LLC	Feb 23 Solar Leasing	01/25/2023	1,660.88
105770	ARAMARK Services	Coffee	01/25/2023	2,284.53
105774	Bond Trust Services Corp.	2009A Housing Improvement Bond Pε	01/25/2023	475.00
105782	Cummins Sales and Service	Inspection	01/25/2023	516.26
105783	David Bartholomay	P Trudgen 2023 Leadership Growth G	01/25/2023	742.43
105784	David R. Cantu	January 2023 Professional Services	01/25/2023	864.50
105793	League of MN Cities	K Heikkila & D Peters respect@work	01/25/2023	30.00
105809	Ramsey County	Election Services 2023	01/25/2023	24,269.00
105812	Springbrook Holding Company, LLC	Springbrook 2023 Maintenance Subsci	01/25/2023	48,474.46
105814	St. Paul Pioneer Press	City of Roseville Public	01/25/2023	30.08
105819	TransUnion Risk and Alternative	Employment Credit Report	01/25/2023	69.09
105823	Zan Associates	Roseville Community Visioning - Serv	01/25/2023	10,097.53
105828	API Garage Door	08/16/2022 Remove and Replace Secti	02/01/2023	2,500.00
105836	CL Bensen Company, Inc.	DP 40-STD2 PLEATED	02/01/2023	585.12
105837	Classic Catering	Employee Recognition breakfast cater	02/01/2023	1,999.36
105852	Linn Building Maintenance	General monthly cleaning	02/01/2023	8,626.00
		Total for Department: 01 Genera	al Government	159,254.43
Department: 02 Pu	blic Safety			
0	Ancom Technical Center	Battery 3000 mAH Sart Li-ION	02/01/2023	403.00
0	Car Wash Partners	December 2022 Services	01/25/2023	16.11
0	Greenhaven Printing	Police Department B/C - Jonathan Bur	02/01/2023	467.59
0	Jefferson Fire & Safety, Inc.	Enforcer Firebull Flourine Free Class A	01/25/2023	615.00
0	PowerDMS, Inc.	PowerFTO Subscription	02/02/2023	3,180.00
0	Streicher's	Clothing	02/01/2023	796.89
0	Xcel Energy	Dec Xcel Billings	02/01/2023	6,547.54
0	Yale Mechanical	Contract Maintenance	01/25/2023	1,410.50
105768	Anchor Solar Investments, LLC	Feb 23 Solar Leasing	01/25/2023	357.68
105771	Aspen Mills Inc.	Clothing	01/25/2023	476.37
105780	Comcast	Internet	01/25/2023	111.65
105799	McKesson Medical-Surgical	Glove, Exam NTRL LG	01/25/2023	322.08
105810	Ramsey County Fire Chiefs Assoc.	2023 Membership Dues	01/25/2023	150.00
105821	West Metro Fire-Rescue	Training - D Brosnahan Funeral Opera	01/25/2023	100.00
105824	Verizon	Oct 27 - Nov 26 Phones	01/30/2023	1,080.27
				1,000.27

Check No.	Vendor/Employee	Transaction Description	Date	Amoui
105831	Capital City Firefighter's Association	2023 Membership Dues	02/01/2023	50.0
105838	CovertTrack Group, Inc.	Renewa annual subscription mapping [02/01/2023	2,820.0
.05840	Galls, LLC	Shield W/ Eagle badge	02/01/2023	5,068.9
05846	John Alan Roberto	Custom Mouse Pads	02/01/2023	210.
05852	Linn Building Maintenance	General monthly cleaning	02/01/2023	1,400.
05855	Minnesota Occupational Health	B Chang, M Chrisensen, I Walker heal	02/01/2023	471.
05856	Mn Sheriffs Association	Background investigations - MSA & o	02/01/2023	300.
05857	Motorola Solutions, Inc.	Batt Impres 2 LIION R	02/01/2023	213.
05867	TransUnion Risk and Alternative	Person Searches	02/01/2023	231.
05869	Twin Cities Transport & Recove	2006 Merucry Mountaineer *1442	02/01/2023	2,127.
05870	University of Minnesota Veterinary Me	-	02/01/2023	274.
05871	Verizon	Monthly Charges Nov 27 - Dec 26	02/01/2023	1,080.
105875	Jared Nixon	Warrants & affidavit writing	02/02/2023	885.
		Total for Department: 02 Public	Safety	31,486.0
Department: 03 Pul	blic Works			
)	Corporate Connection, Inc.	Embroidered clothing	02/01/2023	323.
)	Emergency Automotive Tech Inc	JW Speaker Model 539 - LED Strobe	01/25/2023	69.
)	Factory Motor Parts, Co.	Weather Repel -30	01/25/2023	154.
)	Factory Motor Parts, Co.	FVP 26, FVP BA00149	02/01/2023	115.
)	FleetPride	Hydrauic Hose, Hose End, Fitting BCl	01/25/2023	436.
)	FleetPride	fittings, hydraulic hose, sleeve, labor	02/01/2023	206.
1	Force America Distributing	Pressure switch, filter indicator, synthe	02/01/2023	477.
)	Kath Fuel Oil Service, Inc.	Citgo Superguard Syn bulk	02/01/2023	3,382.
)	Mansfield Oil Company of Gainsville,	Dyed B5 ULS2 Coldflow winter additi	01/25/2023	24,659.
)	McMaster-Carr	Chemical Resistant Cable	02/01/2023	421.
)	Michael Kroeger	CDL License Renewal	02/01/2023	67.
)	Midway Ford Co.	Lamp Asy	01/25/2023	202.
)	Midway Ford Co.	Tube, brushing, plunger, spring, damp	02/01/2023	119.
)	Premium Waters Inc	Monthly Jan	02/01/2023	201.
)	Xcel Energy	Dec Xcel Billings	02/01/2023	2,833.
)	Ziegler Inc	Moil TI#p Y	02/01/2023	592.
05767	Alliant, Inc.	Professional Services through Decemb	01/25/2023	2,084.
05776	Cintas Corporation	Clothing	01/25/2023	39.
.05777	City Auto Glass	Squad 2520 Glass Replacement	01/25/2023	503.
.05788	Grainger Inc	Dated Monthly Desk Calendar	01/25/2023	87.
.05791	David Hopstock	Mailbox hit by snow plow reimbursen	01/25/2023	56.
.05807	Precision Landscape & Tree,Inc	Tree Removal	01/25/2023	80.
.05817	Titan Machinery	Joystick	01/25/2023	1,400.
05827	Allstate Peterbilt of South St. Paul	Filters	02/01/2023	327.
05832	Cemstone Products Co, Inc.	Vulkem 45SSL Limestone	02/01/2023	76.
05833	CES Imaging	SSP Minimum - Canon TX3000 MFP	02/01/2023	56.
.05842	Goodyear Tire & Rubber Company	milage, road service, mental valve, flo	02/01/2023	2,796.
05843	Grainger Inc	Antibiotics tube, blank shipping tag	02/01/2023	98.
05849	K-Tech Specialty Coating, Inc.	Beet Heet Concentrate - Pick-up	02/01/2023	2,305.
.05854	Midland Hills Country Club	repair to damaged gate by city plow	02/01/2023	133.
05858	Napa Genuine Parts, Co	washer fluid	02/01/2023	94.
05860	Pirtek Midway	Assy Kit, fuel surcharge, labor	02/01/2023	927.
.05861	Precise MRM, LLC	10MB Flat data plan	02/01/2023	768.
.05865	Suburban Tire Wholesale, Inc.	Eagle enforcer	02/01/2023	2,143.
.05868	Tri State Bobcat, Inc	belt, drive	02/01/2023	48.
.05869	Twin Cities Transport & Recove	Tow charge	02/01/2023	300.
05874	Cintas Corporation	Jacket, shirts, coverall, pant	02/02/2023	79.
		Total for Department: 03 Public	Works	48,669.

Total for Fund:100 General Fund

BR-Board Audit (02/08/2023 - 10:14 AM)

245,106.77

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 General Department: 02 Pu				
0	Thomas Gray	Used his own funds to pay for a ride cı	02/01/2023	18.00
		Total for Department: 02 Public	Safety	18.00
		Total for Fund:101 General Fund	d Donations	18.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contra	acted Engineering Svcs			
Department: 00 C	General Function			
0	American Engineering Testing, Inc.	AET Project P-0012144 (Invoice #5)	02/01/2023	1,480.75
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	91.46
105772	AT&T	Return Cell Tower Escrow	01/25/2023	3,938.41
105850	Lee Homes Corp.	Escrow Control Escrow Refund for EC	02/01/2023	2,500.00
		Total for Department: 00 Genera	al Function	8,010.62
Department: 03 F	Public Works			
105830	Boarman Kroos Vogel Group, Inc	02 Master Planning	02/01/2023	24,629.46
		Total for Department: 03 Public	Works	24,629.46
		Total for Fund:103 Contracted E	Engineering Svcs	32,640.08

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecon				
Department: 00 G	eneral runction			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	37.94
		Total for Department: 00 Genera	l Function	37.94
Department: 01 G	eneral Government			
0	North Suburban Access Corp.	2022 Dec Monthly Municipal Meeting	01/25/2023	2,623.10
105804	North Suburban Comm Commission	Q4 2022 City Contribution to the NSC	01/25/2023	24,391.03
105806	Nystrom Publishing Co, Inc.	November/December Newsletter 2022	01/25/2023	13,844.93
		Total for Department: 01 Genera	l Government	40,859.06
		Total for Fund:110 Telecommun	ications	40,897.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 112 IT: Othe	er Agency Operational			
Department: 01 Ge	eneral Government			
0	Aaron Seeley	A Seeley 1/1/2022 - 6/30/2022 Mileag	01/25/2023	71.99
0	SHI International Corp	Acrobat ProDC for Eprise License Nev	01/25/2023	60.90
105779	Comcast	Internet	01/25/2023	5,471.71
105802	MRA - The Management Assoc, Inc.	HRBP - Carolyn Morain - December 2	01/25/2023	3,386.25
105825	Afi Technologies, Inc.	AFI backup service	02/01/2023	109.22
		Total for Department: 01 Genera	l Government	9,100.07
		Total for Fund:112 IT: Other Ag	ency Operational	9,100.07

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreat	ion Fund			
Department: 00 Ge	eneral Function			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	416.96
		Total for Department: 00 Genera	l Function	416.96
Department: 04 Re	ecreation			
0	Angel Benes	Taught 2 classes at \$225	01/25/2023	450.00
0	DG Minnesota CS 2021, LLC	Monthly Solar Gardens Invoice	02/01/2023	100.23
0	Fikes, Inc.	Operating Supplies	01/25/2023	390.38
0	Taho Sportswear, Inc.	Clothing	01/25/2023	1,785.50
0	Willie McCray	Jan 11, 2023 19 games for game official	01/25/2023	1,387.00
0	Willie McCray	19 games official and scorekeeper	02/01/2023	1,387.00
0	Xcel Energy	Dec Xcel Billings	02/01/2023	53,079.92
105773	Black Stone Sports	Youth skates and grinding wheel	01/25/2023	1,199.35
105786	Field Day	New Year's Eve Celebration on Ice	01/25/2023	1,275.00
105788	Grainger Inc	Flexible hose stainless steel silver	01/25/2023	201.25
105808	ProGuard Sports, Inc.	Operating Supplies	01/25/2023	756.86
105813	St. Croix Coffee Tea Company	Coffee	01/25/2023	1,238.85
105820	Watson Company	Food for Resale	01/25/2023	2,128.69
105822	Wildlife Science Center	Off Site Raptor Program (3 owls) 10/2	01/25/2023	640.00
105847	Joy Albrecht	RPZ Testing	02/01/2023	495.00
105852	Linn Building Maintenance	General monthly cleaning	02/01/2023	3,140.00
105876	Steve's Appliances Inc	Freezer/refridgerator, stovetop, microv	02/02/2023	1,959.56
		Total for Department: 04 Recrea	tion	71,614.59
		Total for Fund:200 Recreation F	und	72,031.55

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 202 Park De				
0		inn P.A. Midland Legacy Estates - Land Purcha	01/25/2023	1,872.00
		Total for Department: 04 Recre	ation	1,872.00
		Total for Fund:202 Park Dedica	ation Fund	1,872.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R (Contract Mantenance			
Department: 00 Ge	eneral Function			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	281.55
		Total for Department: 00 Genera	l Function	281.55
Department: 04 Re	ecreation			
0	Anita Twaroski	A Twaroski Mileage Reimbursement 8	02/01/2023	63.13
0	Bill Norman	Diesel fuel on personal card	02/01/2023	50.00
0	Voss Lighting	PHIL C400S51/ALTO HPS SON 400V	02/01/2023	125.10
0	Xcel Energy	Dec Xcel Billings	02/01/2023	3,607.13
105847	Joy Albrecht	RPZ Testing	02/01/2023	1,815.00
105848	Killmer Electric Co., Inc.	Repair electical service feed at aboretu	02/01/2023	1,297.73
105852	Linn Building Maintenance	General monthly cleaning	02/01/2023	325.00
105859	On Site Companie-OSSTC	portables	02/01/2023	805.00
105862	Precision Landscape & Tree,Inc	Tree removal @ Tamarak park	02/01/2023	9,000.00
105863	Ramsey County Master Gardener Progr	Interpretive signage for Healing Garde	02/01/2023	662.19
105874	Cintas Corporation	Coverall	02/02/2023	14.70
		Total for Department: 04 Recrea	tion	17,764.98
		Total for Fund:204 P & R Contra	act Mantenance	18,046.53

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Comm Department: 00 G	unity Development eneral Function			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	598.56
		Total for Department: 00 Genera	l Function	598.56
Department: 10 C	ommunity Development			
105814	St. Paul Pioneer Press	City of Roseville Ordinance	01/25/2023	22.09
105835	City of White Bear Lake	Ramsey County GIS Fees 2023	02/01/2023	3,649.87
		Total for Department: 10 Comm	unity Development	3,671.96
		Total for Fund:260 Community	Development	4,270.52

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License				
Department: 00 Ge	eneral Function			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	478.63
		Total for Department: 00 Genera	ll Function	478.63
Department: 01 Ge	eneral Government			
0	McGough Property Management, LLC	Management Fee	02/01/2023	492.60
0	Xcel Energy	Dec Xcel Billings	02/01/2023	1,285.61
105851	Leroy Signs	Repair exterior fascia sinage, retro fit I	02/01/2023	3,505.00
105852	Linn Building Maintenance	General monthly cleaning	02/01/2023	880.00
		Total for Department: 01 Genera	al Government	6,163.21
		Total for Fund:265 License Cent	er	6,641.84

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charital Department: 01 Ge	ole Gambling eneral Government			
0	Roseville Community Foundation	2022 Gambling Proceeds	01/25/2023	6,000.00
		Total for Department: 01 C	General Government	6,000.00
		Total for Fund:270 Charita	able Gambling	6,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 271 Special Department: 01 G	"10" Fund eneral Government			
0	Roseville Community Foundation	2022 Gambling Proceeds	01/25/2023	11,000.00
		Total for Department: 01	General Government	11,000.00
		Total for Fund:271 Speci.	al "10" Fund	11,000.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police I Department: 00 Go				
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	6.49
		Total for Department: 00 General	al Function	6.49
		Total for Fund:290 Police Forfe	iture Fund	6.49

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 295 Police Department: 00 G				
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	25.75
		Total for Department: 00 Genera	al Function	25.75
		Total for Fund:295 Police Grant	ts	25.75

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Department: 02 Po	Vehicle Revolving			
0 105864	Streicher's SOS Office Furniture	Clothing convert Kelly's office to sit stand work	02/01/2023 02/01/2023	967.98 1,571.55
		Total for Department: 02 Public	Safety	2,539.53
		Total for Fund:400 Police Vehic	le Revolving	2 539 53

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vel	hicles Revolving			
Department: 02 Pu	ublic Safety			
0	MacQueen Equipment	PPE CIP Purchase	01/25/2023	6,899.56
105785	Dell Marketing, L.P.	7 Dell Latitude 7220 Rugged CTO	01/25/2023	12,293.05
105798	McGough Construction Company	Brick Pier Repair	01/25/2023	1,911.00
105818	TK Elevator Corp.	ACIA20P48KY Downpayment	01/25/2023	477.36
		Total for Department: 02 Publi	c Safety	21,580.97
		Total for Fund:401 Fire Vehicl	es Revolving	21,580.97

Check No.	Vendor/Employee	Transaction Description	Date	Amount
	Svcs Equip Revolving eneral Government			
105789	Great American Financial Services	Postage Equipment Meter Rental	01/25/2023	332.00
		Total for Department: 01 Ge	neral Government	332.00
		Total for Fund:409 Central S	vcs Equip Revolving	332.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Buildin	g Improvements			
Department: 01 G	eneral Government			
105803	North Shore Gym Sales	Gymnastics Equipment	01/25/2023	21,950.00
105826	All State Communications, Inc.	Install total of 4 blue cat 6 HDMI cable	02/01/2023	1,765.00
105853	Master Technology Group	Various audio visual adds	02/01/2023	1,233.20
		Total for Department: 01 Genera	al Government	24,948.20
		Total for Fund:410 Building Imp	provements	24,948.20

Check No.	Vendor/Employee	Transaction Description	Date	Amount
	CPC Redevelopment			
105778	Colder Products Company	2nd Half 2022 TIF Payment	01/25/2023	112,845.74
		Total for Department: 10 C	ommunity Development	112,845.74
		Total for Fund:583 TIF #21	CPC Redevelopment	112,845.74

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 586 TIF #18 Department: 10 Co	S Sienna Green ommunity Development			
105766	Aeon	2nd Half TIF Payment 2022	01/25/2023	62,188.72
		Total for Department: 10 C	ommunity Development	62,188.72
		Total for Fund:586 TIF #18	3 Sienna Green	62,188.72

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 588 TIF Dist	trict #20: McGough			
105798	McGough Construction Company	2nd Half 2022 TIF Pay as you go	01/25/2023	60,691.91
		Total for Department: 10		60,691.91
		Total for Fund:588 TIF Distric	et #20: McGough	60,691.91

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 592 Street C Department: 03 Pu	Construction - 2022 blic Works			
105866	TKDA Associates	Professional Services Nov 27, 2022 - I	02/01/2023	3,869.60
		Total for Department: 03 Public	Works	3,869.60
		Total for Fund:592 Street Constr	ruction - 2022	3,869.60

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanita				
Department: 00 C	General Function			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	159.88
		Total for Department: 00 Genera	al Function	159.88
Department: 05 S	Sanitary Sewer			
0	Corporate Connection, Inc.	Embroidered clothing	02/01/2023	422.64
0	Gopher State One Call	2023 annual facility operator fee	02/01/2023	16.67
0	Sarah Wadi and Mazen Balsheh	Sewer Reimbursement 1042 Lovell Av	02/01/2023	5,000.00
0	Xcel Energy	Dec Xcel Billings	02/01/2023	1,435.45
105764	2277 Roseville West, LLC	February 23 Lease Payment	01/25/2023	1,671.77
105805	Northern Dewatering, Inc	County Rd B and Dale Street bypass p	01/25/2023	30,718.00
		Total for Department: 05 Sanitar	y Sewer	39,264.53
		Total for Fund:600 Sanitary Sew	/er	39,424.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water F	und			
Department: 00 Ge	eneral Function			
0	LINA	Bill Reference - 15688 01012023 Acc	01/25/2023	262.03
105775	AARON BRISKI	Refund Check 020844-000, 2744 VIR	01/25/2023	147.70
105781	THOMAS COOK	Refund Check 013978-000, 2706 MA	01/25/2023	70.56
105792	RANDY KAFKA	Refund Check 017393-000, 2968 MA	01/25/2023	109.52
105796	JACQUELINE LIND	Refund Check 000744-000, 894 BRE	01/25/2023	62.00
105797	SHERYL LUNDQUIST	Refund Check 002126-000, 2434 W C	01/25/2023	61.05
105800	JIM & SARAH MCNEAL	Refund Check 008184-000, 1887 SHI	01/25/2023	130.96
105811	ANTHONY ROBBINS	Refund Check 022390-000, 1033 LO	01/25/2023	34.40
105844	RICHARD HOFFMAN	Refund Check 007924-000, 804 SEX	02/01/2023	90.31
105872	GERALD WARKEL	Refund Check 007256-000, 1236 ROI	02/01/2023	62.21
		Total for Department: 00 Genera	l Function	1,030.74
Department: 06 Wa	ater Fund			
0	Corporate Connection, Inc.	Embroidered clothing	02/01/2023	191.64
0	Ferguson Waterworks #2518	5/8 PC Reg R450 MIU wall unit	02/01/2023	2,270.39
0	Gopher State One Call	2023 annual facility operator fee	02/01/2023	16.67
0	Metal Supermarkets	Hot rolled angle	02/01/2023	73.56
0	T. A. Schifsky & Sons, Inc.	Yard purchases from 12/04/22 - 12/10/	02/01/2023	4,245.12
0	Xcel Energy	Dec Xcel Billings	02/01/2023	6,258.74
105764	2277 Roseville West, LLC	February 23 Lease Payment	01/25/2023	1,671.77
105765	Advanced Engineering & Environment	Water Utility Services December of 20	01/25/2023	4,797.50
105790	GS Systems, Inc	AVEA Customer Support and Premiun	01/25/2023	5,870.00
105816	SUSA	2023 Membership	01/25/2023	125.00
105841	Gary Carlson Equipment, Corp.	vert mast light tower	02/01/2023	135.00
105845	Holcim-MWR, Inc.	CS road base	02/01/2023	8,874.47
105873	Water Conservation Service, Inc.	Leak locate, mileage	02/01/2023	1,276.58
		Total for Department: 06 Water I	Fund	35,806.44
		Total for Fund:610 Water Fund		36,837.18

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf C	ourse ourse			
Department: 00 C	General Function			
0	LINA	Bill Reference - 15688 01012023 Acc	01/25/2023	208.56
0	Xcel Energy	Dec Xcel Billings	02/01/2023	-121.20
		Total for Department: 00 Genera	l Function	87.36
Department: 07 C	Golf Course			
0	Xcel Energy	Dec Xeel Billings	02/01/2023	1,884.16
105787	Mary Gangl	M Gangl Refund for security dposit ba	01/25/2023	200.00
105795	Sue Letourneau	S Letourneau Refund of Deposit banqı	01/25/2023	200.00
105847	Joy Albrecht	RPZ Testing	02/01/2023	165.00
105862	Precision Landscape & Tree,Inc	Tree stump removal NW corner of clul	02/01/2023	1,691.16
		Total for Department: 07 Golf Co	ourse	4,140.32
		Total for Fund:620 Golf Course		4,227.68

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm	Drainage			
Department: 00 C	General Function			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	174.09
		Total for Department: 00 Genera	al Function	174.09
Department: 08 S	Storm Water			
0	Corporate Connection, Inc.	Embroidered clothing	02/01/2023	560.32
0	Gopher State One Call	2023 annual facility operator fee	02/01/2023	16.66
0	Xcel Energy	Dec Xcel Billings	02/01/2023	823.37
105764	2277 Roseville West, LLC	February 23 Lease Payment	01/25/2023	1,671.77
105769	AP Central Park	Double Billed for Strom Drainage	01/25/2023	6,143.78
105839	Erickson Electric Company, Inc.	Check pump at Central Park	02/01/2023	3,771.64
		Total for Department: 08 Storm	Water	12,987.54
		Total for Fund:640 Storm Drains	age	13,161.63

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Solid W Department: 00 Go	•			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	19.74
		Total for Department: 00 General Function		19.74
		Total for Fund:650 Solid Waste	Recycle	19.74

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk M	Ianagement			
Department: 00 G	eneral Function			
105794	League of MN Cities Ins Trust P&C	P&C Insurance City Plow 125 Struck :	01/25/2023	956.42
105815	Stericycle, Inc.	Feb 23 Monthly Charges	01/25/2023	295.14
		Total for Department: 00 Genera	l Function	1,251.56
		Total for Fund:710 Risk Manage	ement	1,251.56

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 722 HRA Propertment: 00 G	roperty Abatement Program eneral Function			
105801	Montgomery Brinkman, LLC	1/14/23 clear snow from city sidewalk	01/25/2023	1,942.50
		Total for Department: 00 Gener	al Function	1,942.50
		Total for Fund:722 HRA Proper	rty Abatement Program	1,942.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA C	Operating Fund			
0	LINA	Bill Reference - 15688_01012023 Acc	01/25/2023	53.32
		Total for Department: 00		53.32
		Total for Fund:725 EDA Operat	ing Fund	53.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount

Grand Total

833,571.29

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 10.b

Department Approval City Manager Approval

Item Description: Approval of 1 Cigarette/Tobacco Products License, and 2 Tetrahydrocannabinol (THC) Licenses.

BACKGROUND

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

Cigarette/Tobacco Products License

- 6 JE Roseville Gas 2021, LLC dba Holiday
- 7 1215 Larpenteur Ave
- 8 Roseville, MN 55113

JE Roseville Gas 2021, LLC dba Holiday have submitted application materials for a Cigarette/Tobacco Products License.

Tetrahydrocannabinol (THC) Products License

- Roseville Tobacconist Cigars and E-cig Inc.
- 16 2217 Snelling Ave N
- 17 Roseville, MN 55113

19 Noble Tobacco

- 20 1681 Rice St.
- 21 Roseville, MN 55113

Roseville Tobacconist Cigars & E-cig Inc., and Noble Tobacco have submitted application materials for a
Tetrahydrocannabinol (THC) License. Chapter 316 of the City Code permits a maximum of 8
Tetrahydrocannabinol Products Licenses within the city. If both are approved, the total number of THC licenses issued will be 4.

POLICY OBJECTIVE

30 Required by City Code

BUDGET IMPLICATIONS

- The revenue that is generated from the license fees is used to offset the cost of police compliance checks, background investigations, enforcement of liquor laws, and license administration.
- 34 RACIAL EQUITY IMPACT SUMMARY
- 35 NA

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37 STAFF RECOMMENDATION

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

40 REQUESTED COUNCIL ACTION

- Motion to approve the THC Licenses for Roseville Tobacconist Cigars & E-cig Inc., and Noble Tobacco,
- and the Cigarette/Tobacco Products License for JE Roseville Gas 2021, LLC dba Holiday subject to
- successful background investigations.

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: A: Application- JE Roseville Gas 2021 LLC dba Holiday for Cigarette/Tobacco Products License

B Application-Roseville Tobacconist Cigars and E-cig Inc. for Retail THC license

C: Application- Noble Tobacco for Retail THC license



Finance Department, License Division 2660 Civic Center Drive, Roseville, MN 55113 (651) 792-7036

Cigarette/Tobacco Products License Application

Note: All applicants ar may take up to 30 days	e subject to a background check as a part o to complete.	f the license approval process. Bac	ekground check procedures
Business Name	JE Roseville Gas?	2021, LLC dba+	toliday
Business Address	1215 Larpentour	tve.w. Roseville	55113
Business Phone			
Email Address	mjacobson @jerry	isfoods.com	
Person to Contact in	Regard to Business License:		
Name	Michelle Jacobson c	· Jerrys Enterpri	iscs, nc.
Address	of Vernon Ave. G.	Edina MN 554	34
	52.283.2569	,	
	e following license(s) for the term of or , in the City of Roseville, County of R		, and ending
	License Required	<u>Fee</u>	
	Cigarette/Tobacco Products	\$200.00	
confidential. All da information is to perf	you are asked to provide on the applicate will constitute public record if and form the background check procedures it icense application may not be processe	when the license is granted. (required prior to license issuance	Our intended use of the
	licant makes this application pursuant to City of Roseville may from time to time		
	Signature _	Vest 87	lon
	Date _	1/24/25	
If completed license	should be mailed somewhere other	than the business address, pla	asa advisa



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

Tetrahydrocannabinol (THC) Retail Application

Business Name	Roseville Tobaccon	ist cigals and Ecia Inc.
Business Address	2217 Snotting Aug	SILZE NVI, OHIVESER, N
Business Phone	F817-028-128	
Email Address	Poseville tobacconist	and June 6
Business Owner:		
Name I	Snad M. A. Mishal	
Address		
Phone		
Email		
Person to Contact	concerning Business License (if different	from above.):
Name		
Address		
Phone		
Email		
I hereby apply for City of Roseville, (the following license beginning \\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\\	31, 2023, in the
	License Required	<u>Fee</u>
*	Tetrahydrocannabinol (THC) Retailer	\$300.00

	1.00
*Tetrahydrocannabinol (THC) Retailer	\$300.00
Background Investigation Fee (first time applicant)	\$300.00

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

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

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

Signatur

Date

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



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

Tetrahydrocannabinol (THC) Retail Application

Business Name Noble Tobucco
Business Address 1681 Rice Street Rose Ville MN SS113
Business Phone 1651 - 340 - 4795
Email Address
Business Owner:
Name nabeel Abu Feddah
Address
Phone
Email
Person to Contact concerning Business License (if different from above.):
Name AHMAD AL DAIRIEH (Manager)
Address
Phone
Email
Eman
I hereby apply for the following license beginning, and ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.
License Required Fee

*Tetrahydrocannabinol (THC) Retailer Background Investigation Fee (first time applicant) \$300.00

\$300.00

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

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

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

Signature

Date

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

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 10.c

Department Approval

City Manager Approval

Michelle Lietrick

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

BACKGROUND

2 City Code section 103.05 establishes the requirement that all general purchases or contracts in

- excess of \$10,000 be separately approved by the City Council, independent of the budget process
- or other statutory purchasing requirements. In addition, State Statutes generally require the
- 5 Council to authorize the sale of surplus vehicles and equipment. Attachment A-1 includes a list of
- 6 items submitted for Council review and approval.

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

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POLICY OBJECTIVE

16 Required under City Code 103.05.

17 **BUDGET IMPLICATIONS**

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

20 RACIAL EQUITY IMPACT SUMMARY

21 N/A

22 STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

Motion to approve the submitted purchases or contracts for services and where applicable; the

sale/trade-in of surplus items.

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Prepared by: Joshua Kent, Assistant Finance Director

Attachments: A1: Over \$10,000 Items for Purchase or Sale/Trade-in

A2: CIP Project/Initiative summary (if applicable)

Attachment A-1

General Purchases or Contracts

				Budget	P.O.	Budget /
Division	Vendor	Description	Key	Amount	Amount	CIP
Parks & Recreation (Improvements)	Flagship Recreation	Playground Replacement - Keya Park (Design, Equipment for Com. Build)	(a)	\$ 180,000	\$ 155,000	2023 CIP
Parks & Recreation (Improvements)	Flagship Recreation	Playground Replacement - Keya Park (Theming and ADA Enhancements)	(b)	\$ 180,000	\$ 25,000	2023 CIP
Public Works	Stykemain Commercial Trucks & Equipment	Crane Truck Replacement - 2022 Chevrolet Silverado MD 5500	(c)	\$ 185,000	\$ 161,465	2023 CIP
Public Works	Jackson & Associates LLC	Roof Repairs at City Hall and Maintenance Facility	(d)	\$ 62,500	\$ 27,805	2023 Budget
Public Works	Povolny Specialties	Battery Backup for Street Signals	(e)	\$ 13,900	\$ 13,900	MSA Dollars

Public Works

Kev

- Keya Park has outlived its useful life and is showing significant signs of deterioration. Flagship Recreation is the vendor we
 (a) would like to bring on to help design and provide the equipment for a full community engagement process to finish building
 the playground.
- $(b) \qquad \text{These budgeted funds are planned for Keya} \ (\text{turtle}) \ \text{themed elements and possible interpretive items in and around the park.}$

In the 2023 budget the city planned to replace the current 1986 F-350 crane truck #209 which is used to service lift stations. It is currently in need of upgrades due to its age and condition. The current crane also has a limited capacity and can not service all of our existing pumps. Because the cost of a new crane truck is more than what was originally budgeted, it has been decided to delay the L&I reduction to another year and would use this portion of the budget to offset the increase cost of the vehicle replacement. It is also the intention to dispose of the current 1986 crane truck at auction and expect to receive at least \$10,000.

- During inspections it was found that work is required in the City Hall roof and Maintenance Facility roof to fix leaks and
 (d) extend the life of the roofs. The City received a quote from the vendor who did the work last year. Maintenance includes repairs to five locations and should extend the life of the roof for another 5-10 years before additional maintenance is needed.
- In response to safety concerns during power outages, City staff has worked with MnDOT to install battery backup systems at (c) the Snelling Ave and County Road C2 signal and at the Snelling Ave and Lydia signal. The full amount of \$13,900 will be covered by Minnesota State Aid dollars.

Sale of Surplus Vehicles or Equipment

			Est. Sale / Trade-In
Division	Description	Key	Amount
Public Works	Dispose of Existing Crane Truck	(c) \$	10,000

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2023 Capital Improvement Plan

Project/Initiative Summary

Department/Division: Park Improvements

Project/Initiative Title: Playground Replacement - Keya Park

Total Estimated Cost: \$180,000

Funding Source: Park Improvement Program Fund (property tax)

Project/Initiative Description:

This project will plan for, remove and replace the playground at Keya Park (formerly Pocahontas Park), which has outlived its useful life and is showing significant signs of deterioration.

Playground replacements are based on age and condition ratings. These ratings are calculated through regular inspections done by City staff that are Certified Playground Safety Inspectors. The project will include a full community engagement process and finish with a community playground build.

Additional funds are planned for Keya (turtle) themed elements and possible interpretive items.

Location:

Keya (formerly Pocahontas Park) 2540 Pascal St.



Memo

To: Michelle Pietrick, Finance Director

From: Jesse Freihammer, Public Works Director

Date: February 8, 2023

Re: #209 Flat Bed Crane

In the 2023 Budget, the city planned to replace unit #209, which is a crane truck used to service lift stations with a new crane truck. The current crane truck is a 1986 F-350 RWD and is need of upgrades due to age and condition. The current crane also has limited capacity and can not service all of our existing pumps.

Staff received three quotes for vehicles that would meet our new requirements. Due to the cost of equipment and limited supply, all options are higher than budgeted.

- The three quotes are as follows. The quote from Stykemain GMC is the best overall value
 due to the equipment included so staff would recommend approval of this quote. The other
 quotes would need additional equipment added which would increase the cost.
 - Stykemain 2022 Silverado MD 5500, Signature Propane Linebacker Body with Venturo Crane - \$161,465.00
 - Mathews Motors 2022 Ford F550, Stellar Tmax 30K Mechanics Body, 5521
 Crane \$146,175.00
 - Brondes Ford 2022 F 550SD \$156,840.00
- This would be funded from the following CIP's
 - There is \$110,000 in the CIP for #209 vehicle replacement
 - Staff will not be doing the \$75,000 in I&I reduction so would use this to offset the increase cost of the vehicle replacement

• The City will dispose of the existing crane truck. We expected to get at least \$10,000 at the auction.

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 10.d

City Manager Approval

9757

Department Approval

Item Description: Adopt a Resolution to Accept 2022 Police Department Donations

1 BACKGROUND

- 2 Over the years the City of Roseville has received many donations from residents, program
- 3 participants and affiliated groups. These gifts have been in the form of both materials and
- 4 monies. When staff is notified of a potential donation, they make a determination of whether to
- 5 recommend acceptance based on the suitability of the item for the city.
- 6 Per City Attorney, a resolution for acceptance of the all donated funds is required per state law.

7 POLICY OBJECTIVE

- 8 The Roseville Police Department strives to establish connections with all community members,
- 9 especially historically disadvantaged groups, through community outreach initiatives. Many of
- the Department's initiatives are funded through the ongoing operating budget. However, some
- outreach initiatives such as Shop with a Cop, a program building relationships between police
- officers and disadvantaged youth, are funded through generous donations from residents,
- businesses and community groups. Community partnerships are vital in keeping Roseville a safe
- 14 community for all.

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- The following is the City of Roseville's policy regarding the acceptance of donations:
 - To avoid conflict of interest or appearance of impropriety, the solicitation of donations is not permitted except by authorization of the City Council for various City functions and events.
 - Minnesota Statute requires all donations to be officially accepted by the City Council.

20 **BUDGET IMPLICATIONS**

21 Approved donations may result in a budget reduction.

22 RACIAL EQUITY IMPACT SUMMARY

- 23 The Roseville Police Department utilizes donations to support community outreach
- 24 initiatives including Shop with a Cop, homeless outreach, and youth mentorship
- 25 programming, prioritizing building community and fostering public trust and legitimacy
- with historically disadvantaged groups.

STAFF RECOMMENDATION

The police department is recommending City Council adopts a resolution allowing the police department to accept 2022 donations.

REQUESTED COUNCIL ACTION

Adopt a resolution allowing the police department to accept the following 2022 donations:

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33	Shop with a Cop	
34	Mary or Richard Fowler	\$500.00
35	Patricia Harrison	\$2,000.00
36	McMonigal Architects	\$100.00
37	Thomas and Karola Rauer	\$100.00
38	Barbara Esselman	\$100.00
39	Maureen Stoen	\$75.00
40	Hugh and Julie Thibodeau	\$200.00
41	Karin and Patrick Mascia	\$100.00
42	Mary Daly	\$50.00
43	Mark and Patricia Potter	\$50.00
44	S E Van Zanden	\$50.00
45	Mary Cardinal	\$150.00
46	Joan Vanderpool	\$25.00
47	Kim Sackett-Rowekamp	\$200.00
48	Rowland & Beverly Sutherland	\$50.00
49	Jerome and Marie Lynch	\$20.00
50	Linda Lorenz or Terry Smith	\$200.00
51	Don and Mary Jean Glende	\$25.00
52	James or Mary Foley	\$1,000.00
53	Audrey Johnson	\$25.00
54	Marilyn Maguire	\$15.00
55	Diane and David Grigal	\$50.00
56	Luanne Minke	\$50.00
57	Anonymous	\$20.00
58	Anonymous	\$110.00
59	Beth Lewis	\$25.00
60	Lisa Roers	\$25.00
61	Kate Finnegan	\$50.00
62	Lawrence and Colleen Clark	\$50.00
63	Gerald and Tamara Johnson	\$100.00
64	Margaret and James Driscoll	\$100.00
65	Glenn and Peggy Matthees	\$100.00
66	Michael and Carol Garbisch	\$100.00
67	Carl and Mary Herbst	\$100.00
68	David and Lorraine Fait	\$200.00
69	Scott and Jill Cordes	\$250.00
70	Mary Jungmann	\$500.00
71	Amy Christensen	\$1,000.00
72	Pat Dankert	\$100.00
73	Anonymous	\$150.00

74	Ellen Thayer	\$15.00
75	Pamela Darvell	\$100.00
76	Jim or Joanne Woehrle	\$100.00
77	Kathie Mapes	\$200.00
78	Rita Lynch	\$20.00
79	L. L. or J. G. Monette	\$30.00
80	Louis or Maureen Bushard	\$150.00
81		
82	Community Outreach Programs	
83	Patricia Harrison	\$5,000.00
84	Linda DeLeo	\$20.00
85		
86	Police Explorers	
87	Jamie Guertin	\$30.00
88	Edwin Caceres Olivo	\$30.00
89	Rev Dr Joshua and Katherine Miller	\$60.00
90	Dana Thomas	\$30.00
91		
92	<u>Other</u>	
93	Karin and Patrick Mascia	\$100.00
94	Roseville Area High School (Officer Wellness)	\$650.00
95	Ace Hardware (Weber Genesis Grill)	\$1100.00
96		
97	T . 1 2022 P 1' P	Φ1 <i>5.</i> 750.00
98	Total 2022 Police Donations:	\$15,750.00
99		
100	Prepared by: Erika Scheider, Chief of Police	
101	Attachment: A. Resolution to Accept 2022 Police Dona	tions

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

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

1		ular meeting of the City Council of the City of
2 3		duly held on theth day of, 2023, a
<i>3</i>	6:00 p.m.	
5	The following members were present: ; and a	nd the following members were absent:
6	The following members were present., and a	nd the following members were absent
7	Member introduced the following resolution as	nd moved its adoption:
8	Wember introduced the following resolution as	nd moved its adoption.
9	RESOLUTION	NO.
10		IG 2022 POLICE DONATIONS
11	111111111111111111111111111111111111111	
12	WHEREAS, the City of Roseville is ge	nerally authorized to accept donations of real and
13	· · · · · · · · · · · · · · · · · · ·	ts pursuant to Minnesota Statutes Section 465.03
14		for the benefit of its public recreational services
15	pursuant to Minnesota Statutes Section 471.17;	•
16	•	
17	WHEREAS, the following individuals	have offered to donate to the City funds in the
18	amount of \$15,750.00 for various Roseville Pol	ice Department programs, functions and events;
19		
20	Shop with a Cop	
21	Mary or Richard Fowler	\$500.00
22	Patricia Harrison	\$2,000.00
23	McMonigal Architects	\$100.00
24	Thomas and Karola Rauer	\$100.00
25	Barbara Esselman	\$100.00
26	Maureen Stoen	\$75.00
27	Hugh and Julie Thibodeau	\$200.00
28	Karin and Patrick Mascia	\$100.00
29	Mary Daly	\$50.00
30	Mark and Patricia Potter	\$50.00
31	S E Van Zanden	\$50.00
32	Mary Cardinal	\$150.00
33	Joan Vanderpool	\$25.00
34	Kim Sackett-Rowekamp	\$200.00
35	Rowland & Beverly Sutherland	\$50.00
36	Jerome and Marie Lynch	\$20.00
37	Linda Lorenz or Terry Smith	\$200.00 \$25.00
38 39	Don and Mary Jean Glende James or Mary Foley	\$23.00 \$1,000.00
39 40	Audrey Johnson	\$25.00
40	Audicy Johnson	φΔ3.00

41	Marilya Maguira	\$15.00
41	Marilyn Maguire Diane and David Grigal	\$13.00
42	Luanne Minke	\$50.00
43		\$20.00
44	Anonymous	\$20.00
45	Anonymous Beth Lewis	
-		\$25.00
47	Lisa Roers	\$25.00
48	Kate Finnegan	\$50.00
49	Lawrence and Colleen Clark	\$50.00
50	Gerald and Tamara Johnson	\$100.00
51	Margaret and James Driscoll	\$100.00
52	Glenn and Peggy Matthees	\$100.00
53	Michael and Carol Garbisch	\$100.00
54	Carl and Mary Herbst	\$100.00
55	David and Lorraine Fait	\$200.00
56	Scott and Jill Cordes	\$250.00
57	Mary Jungmann	\$500.00
58	Amy Christensen	\$1,000.00
59	Pat Dankert	\$100.00
60	Anonymous	\$150.00
61	Ellen Thayer	\$15.00
62	Pamela Darvell	\$100.00
63	Jim or Joanne Woehrle	\$100.00
64	Kathie Mapes	\$200.00
65	Rita Lynch	\$20.00
66	L. L. or J. G. Monette	\$30.00
67	Louis or Maureen Bushard	\$150.00
68		
69	Community Outreach Programs	
70	Patricia Harrison	\$5,000.00
71	Linda DeLeo	\$20.00
72		+
73	Police Explorers	
74	Jamie Guertin	\$30.00
75	Edwin Caceres Olivo	\$30.00
76	Rev Dr Joshua and Katherine Miller	\$60.00
77	Dana Thomas	\$30.00
78	Dana Thomas	ψ30.00
79	Other	
80	Karin and Patrick Mascia	\$100.00
81	Roseville Area High School (Officer Wellness)	\$650.00
82	·	
	Ace Hardware (Weber Genesis Grill)	\$1100.00
83	Total 2022 Danational	¢15 750 00
84	Total 2022 Donations:	\$15,750.00
85		
86		

WHEREAS, the above-referenced donations have no further conditions on their acceptance; WHEREAS, the donations are contributed to the City for the benefit of its residents and public recreational services; and, WHEREAS, the City Council finds that it is appropriate to accept the donations offered. NOW, THERFORE, BE IT RESOLVED, that the Roseville City Council, on behalf of the City of Roseville, Minnesota, hereby accepts the gift of the donations described herein. The motion for the adoption of the foregoing resolution was duly seconded by Member and upon vote being taken thereon, the following voted in favor thereof: and the following voted against the same: WHEREUPON said resolution was declared duly passed and adopted.

158 159		
156 157	(SEAL)	
155		
154		Patrick Trudgeon, City Manager
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149	WITH LOS WIT IN THE Officially di	5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5
147 148	WITNESS MY HAND officially as	s such Manager this th day of , 2023.
146	, 2023	, with the original thereof on file in my office.
145	• •	regular meeting of said City Council held on the th day of
144		hereby certify that I have carefully compared the attached and
142 143	I the undersigned being the	duly qualified City Manager of the City of Roseville, County
141		
140		
139	COUNTY OF RAMSEY)
138) ss
137	STATE OF MINNESOTA)
136		
135		
134		
133		

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023

Item No.: 10.e

Department Approval

City Manager Approval

fam / Truge

E252

Item Description: Approve 2023 Auto Theft Prevention Grant Applications

BACKGROUND

In May, 2021, the Roseville Police Department was awarded two auto theft prevention grants through the Minnesota Department of Commerce. One grant provided funding for an auto theft investigator dedicated to reduce automobile related thefts, increase education and awareness in our community, respond to automobile theft incidents, and prosecute offenders. The grant was a two year grant (2021-2023) and covered up to \$100,000 per year towards salary/benefits of the investigator. The second grant awarded funding for equipment used to respond to automobile related crimes (e.g. tire deflation devices, covert cameras, and GPS vehicle tracking devices to be utilized in catalytic converter theft and auto related investigations).

On May 17, 2021, the Roseville City Council voted to accept the grant funding. At that time, staff recommended if the auto theft investigator position was beneficial, RPD would seek grant funding to continue to the position at the end of the grant cycle (June 30, 2023) or explore other funding sources.

The Department of Commerce recently released its most recent requests for proposals for automobile theft prevention grants. The newly released dedicated auto theft investigator grant provides funding for three years (July 2023 – June 2026). The grant covers up to \$100,000 each year towards salary and benefits. If Roseville was awarded the grant, it would allow the Roseville Police Department to continue the current dedicated auto theft investigator position for an additional three years. This would not be a new position, but would only continue the current grant funded position in place since 2021. The equipment grant would allow the department to obtain additional equipment to enhance the department's response and investigation of auto related crimes.

Roseville experienced a 34% increase from 2021 to 2022 in auto related crimes. Without the dedicated position, many of these cases would not have been investigated and the number of crimes could be much higher. As a result of the grant funded position, Roseville has hosted a number of catalytic converter etching events, proactive patrols of hot spots, carjacking details, and building partnerships with businesses and citizens to proactively reduce auto related crimes. In 2022, our investigator also played an integral role in helping take down a national ring believed to be responsible for a high number of the catalytic converter thefts in the metro area.

According to statistics compiled by the Minnesota Bureau of Criminal Apprehension (BCA), Roseville reported 224 motor vehicle thefts in 2022. Referring to the FBI's average valuation of \$8,886 per stolen vehicle in 2019 (an amount likely much higher in 2022), Roseville residents and visitors incurred an estimated \$1,990,464 in losses associated with auto theft. While the negative economic impact of auto theft is significant, of even more importance is the perceived risk and associated trauma of victimization in

the community.

Over the years, RPD has applied a multi-prong approach to addressing automobile theft, obtaining funding through numerous Minnesota Department of Commerce auto theft prevention grants. Past funding successes have included implementing an Automated License Plate Recognition (ALPR) system; fully outfitting a Bait Car currently in use, officer-lead auto theft and carjacking details, purchasing evidence equipment to process fingerprints and expanding the job duties and associated salary of RPD's Investigative Aide to enhance auto theft crime analysis.

The Department plans to build upon past auto theft prevention grant successes while focusing on new prevention initiatives by seeking funding through two Minnesota Department of Commerce auto theft prevention grants. The Auto Theft Prevention Grant- Dedicated Auto Theft Investigator grant (Attachment A) will allow RPD to continue a successful initiative, continuing the assignment of a full-time detective to the Community Action Team (CAT) to investigate motor vehicle theft crimes. The Auto Theft Prevention Grant- General (Attachment B) will supply specialized equipment to aid in the investigation of auto theft related crimes.

Grant funding for the investigator is for a period of three years (July 1, 2023 through June 30, 2026). In order to qualify for funding the agency must have at least 250 combined motor vehicle theft or recoveries of stolen vehicles in the service areas in 2021 or 2022. Roseville meets all grant eligibility requirements.

The grant application deadline is February 24, 2023.

POLICY OBJECTIVE

The Roseville Police Department seeks approval to reapply for two Minnesota Department of Commerce 2023 Auto Theft Prevention Grants. The \$300,000 in funds will pay for the majority of the salary and benefits for a dedicated Auto Theft Investigator position for the next three years. RPD also seeks approval to apply for additional funding for specialized equipment to aid in the investigation of auto theft crimes.

Both grant opportunities enhance the Department's on-going effort to reduce motor vehicle thefts, impacting the economic strain and trauma associated with victimization through specialized equipment, enhanced investigations, education and awareness and a partnership with RPD's Community Action Team (CAT).

BUDGET IMPLICATIONS

The investigator grant (not to exceed \$300,000 over three years) will cover the majority of the salary of a continued auto theft investigator. Any salary or benefits expenses over \$100,000 per year would need to be covered by the City. For 2023, the Police Department's operating budget will be able to absorb any costs for the position in excess of \$100,000. For 2024 and 2025, any salary costs in excess of the \$100,000 would be included in the department's operating budget requests. There is no obligation for the city to fund the position at the end of the grant. If proven successful over the next three years, RPD would look at additional grant opportunities through the Department of Commerce or other grants to continue the position. There is no obligations to the City to continue the position after the grant expiration.

There is no financial impact or city match for funding through the general Auto Theft Prevention equipment grant.

RACIAL EQUITY IMPACT SUMMARY

Studies have shown crime, including auto theft, disproportionately affects disadvantaged communities. Owning a vehicle is as an opportunity to escape poverty through the ability to earn an income. Losing a vehicle to theft can have disparate impacts on families hit hardest by poverty, many of whom identify as BIPOC, due to a potential loss of wages and the fact that later model vehicles are most frequently targeted for theft. Enhanced investigations through continuing the department's dedicated Auto Theft Investigator

- grant-funded position and specialized equipment will allow the department to build upon our multi-prong
- approach employed to reduce automobile theft, a crime that is not just a nuisance to public safety, but also
- discourages quality of life, significantly affecting the lives of all Roseville community members, especially
- 90 historically disadvantaged groups.

91 STAFF RECOMMENDATION

- 92 Staff recommends authorizing the Roseville Police Department to apply for two Minnesota Department of
- 93 Commerce auto theft prevention grants; the 2023 Auto Theft Prevention- Dedicated Auto Theft
- Investigator grant and the 2023 Auto Theft Prevention- General grant.

95

- If awarded the investigator grant, it would not result in the addition of a new position, but it would allow
- 97 RPD to extend the current grant funded auto theft investigator position, which is set to expire in June
- 98 2023. It also would allow the Department to acquire additional investigative tools and equipment to
- 99 combat auto related crimes (e.g. GPS tracking devices, automated license plate readers, mobile
- surveillance cameras and other investigative tools).

101 REQUESTED COUNCIL ACTION

- Authorize the Roseville Police Department to apply for two Minnesota Department of Commerce auto
- theft prevention grants; the 2023 Auto Theft Prevention- Dedicated Auto Theft Investigator grant and the
- 104 2023 Auto Theft Prevention- General grant.
- 105 Prepared by: Erika Scheider, Chief of Police
- 106 Attachment: A. 2023 Auto Theft Prevention Grant- Investigator RFP
- B. 2023 Auto Theft Prevention Grant- General RFP

108



P: 651.539.1889 F: 651.539.0109 mn.gov/commerce/energy energy.contracts@state.mn.us

MINNESOTA DEPARTMENT OF COMMERCE FRAUD BUREAU

REQUEST FOR PROPOSALS

Auto Theft Prevention Grant (Dedicated Investigator)

Timeline:

RFP Posted: January 23, 2023

Application Due: February 24, 2023

Grant Term Begins: July 1, 2023

A detailed timeline is in Section VII. Review Process and Timeline

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MINNESOTA DEPARTMENT OF COMMERCE FRAUD BUREAU GRANT REQUEST FOR PROPOSALS

Auto Theft Prevention Program (Dedicated Investigator)

I. Grant Overview

The Minnesota Automobile Theft Prevention Program is intended to reduce Automobile Theft and automobile-related thefts. The funding is used for Dedicated Auto Theft Investigator positions to reduce automobile thefts, increase education and awareness of the public to the issue, respond to automobile theft incidents, and prosecute offenders. The Program is administered by the Minnesota Department of Commerce Fraud Bureau.

Funding Availability

Funding is available through the automobile theft prevention surcharge Minn. Stat. §297I.11. The total amount of awards will be based upon funds available and quality of grant applications as recommended by the Automobile Theft Prevention Board. The Commissioner of Commerce in consultation with the Commissioner of Public Safety will determine the final awards.

Funding will be allocated through a competitive process with review by a committee representing content and community specialists with regional knowledge. We expect to announce selected grantees in April 2023. If selected, you may only incur eligible expenditures when the grant contract agreement is fully executed, and the grant has reached its effective date.

Program Priorities

The commissioner may give priority to:

- (1) offices and agencies engaged in a collaborative effort to reduce automobile theft; and
- (2) counties or regions with the greatest rates of automobile theft.

In accordance with Minn. Stat. §65B.84 Subd. 3(c).

II. Eligibility

Program Eligible Costs

Only Minnesota law enforcement agencies may apply. Agencies may submit a collaborative application that includes a larger service area than a single jurisdiction.

Full-Time Auto Theft Investigator

- In order to qualify, the applicant must have at least 250 combined auto-theft or auto theft recoveries in the service area in 2021 or 2022. (An auto theft and a recovery count as a separate number, even if it was the same vehicle, as long as it was recovered in the service area.)
- Applicants with more than 500 auto thefts may apply for multiple positions.
- These investigators must work exclusively auto theft and auto theft related cases.
- Reimbursement of \$100,000 per year.

Part-Time Auto Theft investigator

- In order to qualify, applicants must have at least 75 combined auto thefts or auto theft recoveries in the service area in 2021 or 2022. (An auto theft and a recovery count as a separate number, even if it was the same vehicle, as long as it was recovered in the service area.)
- A part-time funded position must be the primary investigator for auto theft cases for the service area.
 Meaning when possible, auto theft cases will be assigned to that investigator, and that investigator will review all auto theft reports in the service area.
- Applicants who qualify a full-time position but are unable to due to staffing or other concerns, may request multiple positions.
- Reimburse \$15,000 per year for each position.

Other Benefits

• Reimbursement for expenses related to automobile theft prevention and investigation organizations, meetings, conferences and trainings.

This grant is for a three-year term, July 1, 2023 – June 30, 2026.

NOTE: Grant funds may not be used to address thefts of other types of vehicles such as boats, snowmobiles, construction equipment or all-terrain vehicles.

Competitive Priorities

The Automobile Theft Prevention Grant Board seeks applications for proposals that include proven or best practices that will lead to a reduction of automobile thefts. The Board also encourages applications for innovative approaches, involving techniques, equipment, and programing that have a measurable result towards the reduction in automobile thefts.

Collaboration

The Automobile Theft Prevention Grant Board encourages applications that involve collaboration of multiple entities within a service area to work together towards a reduction in automobile theft. The lead agency applying for a grant must include letters of commitment from any other entities included in the grant proposal. Collaborative proposals without letters of commitment will not be considered.

III. Application Content

Application Content

Applicants must submit the following completed forms for the application to be considered complete:

- Automobile Theft Prevention Grant Project Information Sheet (Form 1). This form details the service area and contact information for the applicant agency should the program receive funding.
- **Dedicated Auto Theft Investigator Project Needs and Description (Form 1c).** This form provides a description of the proposed project and anticipated results.
- Letter of Commitment: Are required for multi-agency grants and cases where an application requires cooperation for other entities.

• **Original Resolution:** There must be an original resolution from the governing body of the applicant agency authorizing that entity and signatory to enter into a contract with the state. The resolution is not required at the time of application. A fully executed resolution must be submitted before the grant contract is fully executed. A sample resolution is available upon request.

IV. Required Forms, Exhibits and Attachments

Required Forms

- Form 1 Project Information Sheet
- Form 1c Dedicated Auto Theft Investigator Project Needs and Description

Exhibits

- Exhibit A: Sample State of Minnesota Grant Contract (Actual contract may differ slightly and have some conditions related to property purchased with grant funds.
- Exhibit B: Conflict of Interest
- Exhibit C: Workforce and Equal Pay Declaration Page (Required if applicant receives more than \$100,000.00 from the State of Minnesota.)

Attachment

- Attachment 1: Sample* Reporting Instructions
- Attachment 2: Sample* Reporting Tool (The spreadsheet tool has multiple tabs for data collection.)

V. Application Submission:

All applications must be received no later than 4:30 p.m. Central Time, on February 24, 2023. Applications submitted after this deadline will not be reviewed.

Applications must be submitted by email to:

Auto Theft Grants

Commerce Fraud Bureau

Email: autotheftgrant@state.mn.us
Subject: Auto Theft Application Proposal

VI. Grant Selection Criteria and Weight

The review committee will be reviewing each applicant on a 100-point scale:

Evaluation Criteria	Total Weight
Number of auto thefts, carjackings, and auto theft rate	20%
Number of and rate of non-recovered stolen vehicles	10%
Auto thefts by organized groups, permanent nature, or repeat offenders	10%
Scope of auto thefts in the service area	10%
Agency need	10%
Proposed work plan	30%
Benefit to investigations/prior experience	10%

^{*}Actual information required may vary depending on the nature of the grant and service area.

VII. Review Process and Timeline

The review committee will evaluate all eligible and complete applications received by the deadline. Department of Commerce will review all committee recommendations and is responsible for award decisions. The award decisions of Department of Commerce are final and not subject to appeal.

RFP posted on the Department of Commerce web site	January 23, 2023	
Questions due no later than 4:30 pm Central Time	February 13, 2023	
Applications due no later than 4:30 pm Central time	February 24, 2023	
Committee begins review of applications	February 27, 2023	
Selected applicants notified; grant agreement negotiations begin	April 3, 2023	
Work plans approved, grant contracts fully executed, and work begins	July 1, 2021	

VIII. Notification

Applicants selected for a grant award are anticipated to be notified by April 3, 2023, as indicated in the table above. The scope of work and budget for selected applicants will then need be negotiated.

The term of this grant contract is anticipated to run from <u>July 1, 2023</u> to <u>June 30, 2026</u>. The State is not bound to this schedule. The anticipated date for contract work to begin is only an approximation as many factors can delay (or accelerate) the start of a contract.

Work on the individual contract cannot begin prior to the execution date of the agreement.

IX. Questions

Questions are to be submitted by email to autotheftgrant@state.mn.us.

All answers will be posted within two business days at Minnesota.gov (mn.gov). Please submit questions no later than 4:30 p.m. Central Time, on February 15, 2021.

X. General Requirements

Financial Review Process

All Non-Governmental Organizations (NGO's) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award made of \$25,000 and higher, in order to comply with Policy on the Financial Review of Nongovernmental Organizations.

Conflicts of Interest

We will take steps to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per Minn. Stat.§16B.98 and Conflict of Interest Policy for State Grant-Making. Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties.
- a grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.

In cases where a conflict of interest is suspected, disclosed, or discovered, the applicants or grantees will be notified and actions may be pursued, including but not limited to disqualification from eligibility for the grant award or termination of the grant agreement.

Exhibit B: Conflicts of Interest Declaration, *must be submitted* as part of the proposal.

Public Data

- Data related to an RFP is classified as nonpublic or public per Minn. Stat. § 13.599.
- Names and addresses of grant applicants will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in <u>Minn.</u>
 <u>Stat. §13.37</u>) will be public data after the evaluation process is completed (for the purposes of this grant, when all grant agreements have been fully executed).
- All data created or maintained by the Minnesota Department of Commerce as part of the evaluation
 process (except trade secret data as defined and classified in Minn. Stat. §13.37) will be public data after
 the evaluation process is completed (for the purposes of this grant, when all grant agreements have
 been fully executed).

Sample Grant Contract

You should be aware of the State's standard contract terms and conditions in preparing your response to this RFP. A sample State of Minnesota Grant Agreement is available for download on the Department's Request for Proposals Webpage (https://mn.gov/commerce/business/rfp/).

Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions by completing Exhibit D: Exceptions to Sample Grant Contract Terms and Conditions Form in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation if your project is funded.

Grant Payments

Per <u>Policy 08-08</u>, grant payments will be made by reimbursement. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless the Department has given the grantee a written extension.

Grantee Bidding Requirements

As referenced in Clause 4 in the sample State Grant Contract Agreement, any subcontracted grant-funded services and/or materials that are expected to cost:

- \$100,000 or more must undergo a formal notice and bidding process.
- Between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal guotes or bids.
- Between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- <u>State Department of Administration's Certified Targeted Group, Economically Disadvantaged and</u> Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program

 Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: Central Certification Program

The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

Audits

Per Minn. Stat. §16B.98 Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant contract agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Affirmative Action and Non-Discrimination requirements for all Grantees

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minn. Stat. §363A.02. The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3500
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.



P: 651.539.1889 F: 651.539.0109 mn.gov/commerce/energy energy.contracts@state.mn.us

MINNESOTA DEPARTMENT OF COMMERCE FRAUD BUREAU

REQUEST FOR PROPOSALS

Auto Theft Prevention Grant (General) FY23-FY25

Timeline:

RFP Posted: January 23, 2023

Revised RFP Posted*: January 26, 2023

Application Due: February 24, 2023

Grant Term Begins: July 1, 2023

A detailed timeline is in Section VII. Review Process and Timeline

*This revision clarifies this is for a two-year program. Revisions are in red bold type herein.

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MINNESOTA DEPARTMENT OF COMMERCE FRAUD BUREAU GRANT REQUEST FOR PROPOSALS

Auto Theft Prevention Program (General)

I. Grant Overview

The Minnesota Automobile Theft Prevention Program is intended to reduce Automobile Theft and automobile-related thefts. The funding is used for programs that aid in the reduction of automobile thefts, increase education and awareness of the public to the issue, respond to automobile theft incidents, and prosecute offenders. The Program is administered by the Minnesota Department of Commerce Fraud Bureau.

Funding Availability

Funding is available through the automobile theft prevention surcharge Minn. Stat. §297I.11. The total amount of awards will be based upon funds available and quality of grant applications as recommended by the Automobile Theft Prevention Board. The Commissioner of Commerce in consultation with the Commissioner of Public Safety will determine the final awards. The minimum grant amount is \$5,000.00.

Funding will be allocated through a competitive process with review by a committee representing content and community specialists with regional knowledge. We expect to announce selected grantees in April 2023. If selected, you may only incur eligible expenditures when the grant contract agreement is fully executed, and the grant has reached its effective date. These grant contracts will be for two years.

Program Priorities

The commissioner may give priority to:

- (1) offices and agencies engaged in a collaborative effort to reduce automobile theft; and
- (2) counties or regions with the greatest rates of automobile theft.

In accordance with Minn. Stat. §65B.84 Subd. 3(c).

II. Eligibility

Applicants must be a Minnesota county attorney's office, law enforcement agency, neighborhood organization, community organization, or business organization. Multiple offices or agencies within a county may apply for a grant under this section.

The applicant's proposal must address at least one of the following categories:

- a. providing financial support to the State Patrol and local law enforcement agencies for automobile theft enforcement teams;
- b. providing financial support to state or local law enforcement agencies for programs designed to reduce the incidence of automobile theft and for improved equipment and techniques for responding to automobile thefts;
- c. providing financial support to local prosecutors for programs designed to reduce the incidence of automobile theft;

- d. providing financial support to judicial agencies for programs designed to reduce the incidence of automobile theft;
- e. providing financial support for neighborhood or community organizations or business organizations for programs designed to reduce the incidence of automobile theft and to educate people about the common methods of automobile theft, the models of automobiles most likely to be stolen, and the times and places automobile theft is most likely to occur; and
- f. providing financial support for automobile theft educational and training programs for state and local law enforcement officials, driver and vehicle services exam and inspections staff, and members of the judiciary.

NOTE: Grant funds may not be used to address thefts of other types of vehicles such as boats, snowmobiles, construction equipment or all-terrain vehicles.

Competitive Priorities

The Automobile Theft Prevention Grant Board seeks applications for proposals that include proven or best practices that will lead to a reduction of automobile thefts. The Board also encourages applications for innovative approaches, involving techniques, equipment, and programing that have a measurable result towards the reduction in automobile thefts.

Collaboration

The Automobile Theft Prevention Grant Board encourages applications that involve collaboration of multiple entities within a service area to work together towards a reduction in automobile theft. The lead agency applying for a grant must include letters of commitment from any other entities included in the grant proposal. Collaborative proposals without letters of commitment will not be considered.

III. Application Content

Application Content

Applicants must submit the following completed forms for the application to be considered complete:

- Automobile Theft Prevention Grant Project Information Sheet (Form 1). This form details the service area and contact information for the applicant agency should the program receive funding.
- Automobile Theft Prevention Grant Project Overview (Form 1a). This form provides a description of the proposed project and anticipated results.
- Automobile Theft Prevention Grant Project Needs Assessment/Planning Process/Demonstrated Results
 (Form 1b). This form provides statistical information related to the service area. It also provides
 information regarding the nature of auto theft in the service area, how it affects the community, the
 planning process and considerations regarding the problem and the need for funds. The text boxes will
 expand as you type, do not exceed 2 pages.
- Work Plan (Form 2). Copy and use separate pages for each objective. This form details the objectives the
 agency intends to achieve along with the specific activities it will take to achieve them, as well as the way it
 measures success. If awarded grant funds, the agency may be required to collect and report additional
 information. Although a reduction in overall auto theft is the ultimate goals, other measures, such as

increased or faster recover rates of stolen vehicle, increases in the number of prosecutions, reductions in recidivism, and better clearance rates should also be considered as related to the particular program objective.

- Budget (Form 3). This portion describes the planned expenses, although bids or quotes are not required at
 the time of application, however, if selected for funding to be attached, an explanation of how budget
 amounts were determined should be included. Budget items must support the work plan. In some cases,
 only a portion of grant proposal may be funded, (for example an agency may request 4 ALPR, and only
 receive funding for 3, or a full-time position request maybe offered at part-time) to the extent possible your
 proposal should show how items are related, if not obvious you may include an explanation (for example
 cell service is necessary to support bait car equipment.)
- Letter of Commitment: Are required for multi-agency grants and cases where an application requires cooperation for other entities.
- **Original Resolution:** There must be an original resolution from the governing body of the applicant agency authorizing that entity and signatory to enter into a contract with the state. A fully executed resolution must be submitted before the grant contract is fully executed. A sample resolution is available upon request.

IV. Required Forms, Exhibits and Attachments

Required Forms

- Form 1 -- Project Information Sheet
- Form 1a -- Project Overview
- Form 1b -- Project Needs Assessment/Planning Process/Demonstrated Results
- Form 2 –Work Plan
- Form 3 Detailed Budget

Exhibits

- Exhibit A: Sample State of Minnesota Grant Contract (Actual contract may differ slightly and have some conditions related to property purchased with grant funds.
- Exhibit B: Conflict of Interest
- Exhibit C: Workforce and Equal Pay Declaration Page (Required if applicant receives more than \$100,000.00 from the State of Minnesota.)

Attachment

- Attachment 1: Sample* Reporting Instructions
- Attachment 2: Sample* Reporting Tool (The spreadsheet tool has multiple tabs for data collection.)

V. Application Submission:

All applications must be received no later than 4:30 p.m. Central Time, on February 24, 2023. Applications submitted after this deadline will not be reviewed.

Applications must be submitted by email to:

Auto Theft Grants Commerce Fraud Bureau

^{*}Actual information required may vary depending on the nature of the grant and service area.

Email: autotheftgrant@state.mn.us
Subject: Auto Theft Application Proposal

VI. Grant Selection Criteria and Weight

The review committee will be reviewing each applicant on a 100 point scale:

Evaluation Criteria	Total Weight
Project Overview	25%
 Project identifies one or more of the goals listed in Section II. Eligibility above Project Overview clearly relates to the needs statement 	
The project demonstrates promise in reducing incidents of automobile theft through prevention, deterrence, evidence, vehicle recoveries, increasing solvability, prosecution.	
Needs Assessment/Planning Process/Demonstrated Results	45%
 Statistics demonstrate the clear auto theft problem in the service area. The organization presents a good understanding of the nature of the auto theft problem in the proposed service area, including the nature of offenders and communities affected. The proposed approach includes proven or innovative strategies to address the nature of the auto theft problem customized to the targeted service area and demonstrates the financial need for this grant. The application is complete and thoroughly considers challenges implementing a new program, equipment, or technology. Previous experience with the applicant's work with this program may also be considered. 	
Work Plan	20%
 Objectives are specific, <i>measurable</i> and reasonable to achieving applicant's goals. Description of strategies are clear and understandable providing specific activities that will be undertaken to reach the objectives. 	
Budget	10%
 Costs are reasonable for the project's stated goals. The description of planned expenses makes sense and a clear explanation of how budget amounts were determined and/or calculated is provided. 	

Due to funding availability or proposal merits, the review committee may recommend only portion(s) of an applicant's proposal be funded.

VII. Review Process and Timeline

The review committee will evaluate all eligible and complete applications received by the deadline. Department of Commerce will review all committee recommendations and is responsible for award decisions. The award decisions of Department of Commerce are final and not subject to appeal.

RFP posted on the Department of Commerce web site	January 23, 2023
Questions due no later than 4:30 pm Central Time	February 13, 2023
Applications due no later than 4:30 pm Central time	February 24, 2023

Committee begins review of applications	February 27, 2023
Selected applicants notified; grant agreement negotiations begin	April 3, 2023
Work plans approved, grant contracts fully executed, and work begins	July 1, 2023

VIII. Notification

Applicants selected for a grant award are anticipated to be notified by April 3, 2023, as indicated in the table above. The scope of work and budget for selected applicants will then need be negotiated.

The term of this grant contract is anticipated to run from <u>July 1, 2023</u> to <u>June 30, 2025</u>. The State is not bound to this schedule. The anticipated date for contract work to begin is only an approximation as many factors can delay (or accelerate) the start of a contract.

Work on the individual contract cannot begin prior to the execution date of the agreement.

IX. Questions

Questions are to be submitted by email to autotheftgrant@state.mn.us.

All answers will be posted within two business days at Minnesota.gov (mn.gov). Please submit questions no later than 4:30 p.m. Central Time, on February 15, 2023.

X. General Requirements

Financial Review Process

All Non-Governmental Organizations (NGO's) applying for grants in the state of Minnesota must undergo a financial review prior to a grant award made of \$25,000 and higher, in order to comply with Policy on the Financial Review of Nongovernmental Organizations.

Conflicts of Interest

We will take steps to prevent individual and organizational conflicts of interest, both in reference to applicants and reviewers per Minn. Stat.§16B.98 and Conflict of Interest Policy for State Grant-Making.

Organizational conflicts of interest occur when:

- a grantee or applicant is unable or potentially unable to render impartial assistance or advice to the Department due to competing duties or loyalties.
- a grantee's or applicant's objectivity in carrying out the grant is or might be otherwise impaired due to competing duties or loyalties.

In cases where a conflict of interest is suspected, disclosed, or discovered, the applicants or grantees will be notified and actions may be pursued, including but not limited to disqualification from eligibility for the grant award or termination of the grant agreement.

Exhibit B: Conflicts of Interest Declaration, must be submitted as part of the proposal.

Public Data

- Data related to an RFP is classified as nonpublic or public per Minn. Stat. § 13.599.
- Names and addresses of grant applicants will be public data once proposal responses are opened.
- All remaining data in proposal responses (except trade secret data as defined and classified in <u>Minn.</u>
 <u>Stat. §13.37</u>) will be public data after the evaluation process is completed (for the purposes of this grant, when all grant agreements have been fully executed).

All data created or maintained by the Minnesota Department of Commerce as part of the evaluation
process (except trade secret data as defined and classified in Minn. Stat. §13.37) will be public data after
the evaluation process is completed (for the purposes of this grant, when all grant agreements have
been fully executed).

Sample Grant Contract

You should be aware of the State's standard contract terms and conditions in preparing your response to this RFP. A sample State of Minnesota Grant Agreement is available for download on the <u>Department's Request for Proposals Webpage</u> (https://mn.gov/commerce/business/rfp.jsp).

Much of the language reflected in the contract is required by statute. If you take exception to any of the terms, conditions or language in the contract, you must indicate those exceptions by completing Exhibit D: Exceptions to Sample Grant Contract Terms and Conditions Form in your response to the RFP; certain exceptions may result in your proposal being disqualified from further review and evaluation. Only those exceptions indicated in your response to the RFP will be available for discussion or negotiation if your project is funded.

Grant Payments

Per <u>Policy 08-08</u>, grant payments will be made by reimbursement. All grantee requests for reimbursement must correspond to the approved grant budget. The State shall review each request for reimbursement against the approved grant budget, grant expenditures to-date and the latest grant progress report before approving payment. Grant payments shall not be made on grants with past due progress reports unless the Department has given the grantee a written extension.

Grantee Bidding Requirements

As referenced in Clause 4 in the sample State Grant Contract Agreement, any subcontracted grant-funded services and/or materials that are expected to cost:

- \$100,000 or more must undergo a formal notice and bidding process.
- Between \$25,000 and \$99,999 must be competitively awarded based on a minimum of three (3) verbal quotes or bids.
- Between \$10,000 and \$24,999 must be competitively awarded based on a minimum of two (2) verbal quotes or bids or awarded to a targeted vendor.

The grantee must take all necessary affirmative steps to assure that targeted vendors from businesses with active certifications through these entities are used when possible:

- State Department of Administration's Certified Targeted Group, Economically Disadvantaged and Veteran-Owned Vendor List
- Metropolitan Council's Targeted Vendor list: Minnesota Unified Certification Program
- Small Business Certification Program through Hennepin County, Ramsey County, and City of St. Paul: <u>Central Certification Program</u>

The grantee must maintain:

- Written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts.
- Support documentation of the purchasing and/or bidding process utilized to contract services in their financial records, including support documentation justifying a single/sole source bid, if applicable.

The grantee must not contract with vendors who are suspended or debarred in MN: http://www.mmd.admin.state.mn.us/debarredreport.asp

Audits

Per Minn. Stat. §16B.98 Subdivision 8, the grantee's books, records, documents, and accounting procedures and practices of the grantee or other party that are relevant to the grant or transaction are subject to examination by the granting agency and either the legislative auditor or the state auditor, as appropriate. This requirement will last for a minimum of six years from the grant contract agreement end date, receipt, and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

Affirmative Action and Non-Discrimination requirements for all Grantees:

- A. The grantee agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minn. Stat. §363A.02. The grantee agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.
- B. The grantee must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The grantee agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3500
- C. The grantee agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.

REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 10.f

Department Approval

City Manager Approval

Item Description:

Adopt a Resolution Approving MnDOT Cooperative Construction Agreement

No. 1051804 – TH 36 & Fairview Avenue Ramps Improvement

1 BACKGROUND

As part of the Minnesota Department of Transportation's (MnDOT) list of projects for next summer,

- 3 they will rebuild and realign the ramps at WB Hwy 36 and Fairview Avenue near the Rosedale Mall
- 4 in 2023. Reconstruction of the ramps will reduce traffic backups for motorists waiting to exit EB Hwy
- 36 to Fairview Avenue. Additionally, the signals at both ramps to the west entrance to Rosedale
- 6 Center will be replaced. This project also will help prevent potentially dangerous traffic backups on
- 7 EB Hwy 36 due to traffic exiting Hwy 36 onto Fairview Avenue during peak shopping times at the
- 8 Rosedale Mall.
- 9 The attached Cooperative Construction Agreement is an agreement between the City of Roseville,
- Ramsey County and MnDOT detailing the maintenance responsibilities and cost participation between
- the agencies for the final improvements.
- According to the agreement, the City of Roseville is responsible for 20% of the cost of the
- improvements for the north ramps and 50% of the costs for the Rosedale entrance. The cost split is
- determined by the amount of signal legs at the intersection. The City is also responsible for the
- ongoing electrical costs and lighting of the signal system at the Rosedale signal. Roseville currently
- pays for these electric expenses on the existing signal system. The overall energy costs should be
- lower as all of the new signal indications, as well as all the new lighting, will use LED technology.
- The project is scheduled for construction from June to August of 2023.

19 **POLICY OBJECTIVE**

28

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

22 **BUDGET IMPLICATIONS**

- 23 The overall cost of the project is \$4,000,000. MnDOT is paying for the majority of the improvements.
- Ramsey County is paying for their portion on the signal improvements, which is \$814,124.65. The
- total estimated cost to the City, including an 8% add-on for construction engineering costs, is estimated
- at \$305,014.14. City staff recommends using Municipal State Aid funds to cover this cost, which we
- are allowed to spend on trunk highway projects.

RACIAL EQUITY IMPACT SUMMARY

- 29 There should be no equity impacts associated with this project since it is an upgrade to infrastructure
- and should benefit everyone equally.

STAFF RECOMMENDATION

32 Staff recommends the Council adopt the attached resolution approving MnDOT Cooperative

33 Construction Agreement No. 1051804.

34 REQUESTED COUNCIL ACTION

Motion to adopt the attached resolution approving MnDOT Cooperative Construction Agreement

36 No. 1051804.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Resolution

B: AgreementC: Location Map

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

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

1 2 3	Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 13 th day of February, 2023, at 6:00 p.m.
4	The following members were present: ; and the following were absent: .
5	Councilmember introduced the following resolution and moved its adoption:
6	RESOLUTION No.
7	RESOLUTION APPROVING MnDOT AGREEMENT NO. 1051804
8 9 10	WHEREAS, the Minnesota Department of Transportation is reconstructing the traffic control signal and associated work upon, along, and adjacent to TH 36 ramps at Fairview Avenue within Roseville Corporate City limits under State Project No. 6212-181; and
11 12	WHEREAS, elements of this project impact City of Roseville infrastructure and construct new components of City infrastructure; and
13 14	WHEREAS, the project will be funded with City of Roseville, Ramsey County and State funds; and
15 16 17	WHEREAS, it is necessary to enter into an agreement to provide for payment by the City to the State of the City's share of the project costs and long-term maintenance responsibilities of all parties on State Project No. 6212-181.
18 19 20	NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Roseville enter into MnDOT Agreement No. 1051804 with the State of Minnesota, Department of Transportation.
21 22 23 24	To provide for payment by the City to the State of the City's share of the costs of the signal system construction and other associated construction to be performed upon, along, and adjacent to TH 36 ramps at Fairview Avenue within the corporate City limits under State Project No. 6212-181.
25 26	AND BE IT FURTHER RESOLVED, that the Mayor and the City Manager are authorized to execute the Agreement and any amendments to the Agreement.
27 28 29	The motion for the adoption of the foregoing resolution was duly seconded by Councilmember and upon vote being taken thereon, the following voted in favor thereof: ; and the following voted against the same: .

30 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 13th day of February, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 13th day of February, 2023.

Patrick Trudgeon, City Manager

(SEAL)

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND

CITY OF ROSEVILLE

AND

RAMSEY COUNTY
COOPERATIVE CONSTRUCTION
AGREEMENT

State Project Number (SP): 6212-181 **City Estimated Amount Receivable Trunk Highway Number (TH):** 36=118 \$305,014.14 **State Aid Project Number (SAP):** 062-648-023 **State Aid Project Number (SAP):** 160-020-047 **County Estimated Amount Receivable City Project Number (CP):** 23-40 \$814,124.65 **Federal Project Number (FP):** NHPP 0036(318) Signal System "A" ID: 4341684 Signal System "B" ID: 4341683 Signal System "C" ID: 4029787

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation (State), the City of Roseville, acting through its City Council (City), and Ramsey County, acting through its Board of Commissioners (County).

Recitals

- 1. The State will perform grading, bituminous surfacing, cast in place retaining wall, ADA improvements, signals, lighting, TMS, Bridge No. 62029, and Bridge No. 62030 construction and other associated construction upon, along, and adjacent to Trunk Highway No. 36 from Trunk Highway No. 35W to Snelling Avenue and County State Aid Highway (CSAH) No. 48 (Fairview Avenue) at Trunk Highway No. 36 according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 6212-181 (TH 36=118) (Project); and
- 2. The City wishes to participate in the costs of the signal system construction, State Furnished Materials, and associated construction engineering; and
- 3. The County wishes to participate in the costs of the storm sewer, sidewalk, signal system construction, State Furnished Materials, and associated construction engineering; and
- 4. State Furnished Materials cost for this Project are based on State Project No. 6212-181(EP) early procurement contract unit prices and current State rates. The State will collect the City and the County cost share for the State Furnished Materials through this Agreement; and
- 5. The City and the County will own and be responsible for Signal System "C" with no responsibility or cost to the State; and
- 6. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and

7. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- **1.1.** *Effective Date.* This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. Expiration Date. This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. Survival of Terms. All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 4. Maintenance by the County; 12. Liability; Worker Compensation Claims; 14. State Audits; 15. Government Data Practices; 17. Governing Law; Jurisdiction; Venue; and 19. Force Majeure. The terms and conditions set forth in Article 5. Signal Systems and EVP Systems Operation and Maintenance will survive the expiration of this Agreement but may be terminated by another Agreement between the parties.
- **1.4.** *Plans, Specifications, and Special Provisions.* Plans, specifications, and special provisions designated by the State as State Project No. 6212-181 (TH 36=118) are on file in the office of the Commissioner of Transportation at Saint Paul, Minnesota, and incorporated into this Agreement by reference (Project Plans).
- **1.5.** *Exhibits.* The Preliminary Schedule "I" is on file in the office of the City Assistant Public Works Director, in the office of the County Deputy Director, and attached and incorporated into this Agreement. Exhibit "A" Future Release of Right-of-Way is attached and incorporated into this Agreement.

2. Construction by the State

2.1. *Contract Award.* The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. Direction, Supervision, and Inspection of Construction

- **A. Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- **B.** *Inspection by the City and the County.* The City and the County participation construction covered under this Agreement will be open to inspection by the City and the County. If the City or the County believes the City or the County participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City or the County will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City or the County are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City and the County participation construction covered under this Agreement.

2.3. Plan Changes, Additional Construction, Etc.

A. The State will make changes in the Project Plans and contract construction, which may include the City and the County participation construction covered under this Agreement and will enter into any

necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City and County officials of any proposed addenda and change orders to the construction contract that will affect the City and the County participation construction covered under this Agreement.

- **B.** The City or the County may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the Project, the State will cause the additional work or plan changes to be made.
- **2.4.** Satisfactory Completion of Contract. The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.
- **2.5.** *Utility Permits.* The City and the County will submit to the State's Utility Engineer an original permit application for all utilities owned by the City and the County, respectively, to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).
- 2.6. Replacement of Castings. Adjustments to certain City and County-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City and the County will furnish the contractor with new units and/or parts for those in place City and County-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the Project, the City will provide the following without cost or expense to the State:

- **3.1.** *Sidewalks.* Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, cross-street pedestrian crosswalk markings, vegetation control of boulevards (if any), and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
 - The State will maintain crosswalk markings on the trunk highway at ramps which intersect with City or County roads.
- **3.2.** *CSAH 48 (Fairview Avenue) Trail.* Maintenance of the trail along CSAH 48 (Fairview Avenue) and under Bridge No. 62029 and No. 62030 construction. Maintenance includes, but is not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, pavement replacement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the trail in a safe and usable condition.
- **3.3. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.

4. Maintenance by the County

Upon completion of the Project, the County will provide the following without cost or expense to the State:

4.1. *Roadways.* Maintenance of CSAH 48 (Fairview Avenue). Maintenance includes, but is not limited to, snow, ice and debris removal, resurfacing, seal coating, and any other maintenance activities according to accepted County maintenance practices.

- **4.2. Storm Sewers.** Routine maintenance of any storm sewer facilities construction. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation, and ice from grates and catch basins, and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation, this also includes informing the District Maintenance Engineer of any needed repairs.
- **4.3. Retaining Walls.** Maintenance of any retaining wall construction. Maintenance includes graffiti removal and any other maintenance activities necessary to perpetuate the walls in a safe, usable, and aesthetically acceptable condition.
- **4.4. Additional Drainage.** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the owner of the storm sewer facilities.
- **4.5.** Release and Conveyance of Roadways. Upon completion of the Project construction including CSAH 48 (Fairview Avenue) construction, and through a future turnback agreement between the State and the County, the State will serve upon the County a "Notice of Release" placing roadway and right-of-way portions, and as shown in Exhibit "A" Future Release of Right-of-Way, under the jurisdiction of the County; and subsequent thereto, after all required documents have been prepared and processed, the State will convey to the County all right, title, and interest of the State in that roadway and right-of-way portions. Upon receipt of that "Notice of Release," the County will become the road authority responsible for the roadway and right-of-way portions so released.

5. Signal Systems and EVP Systems Operation and Maintenance

Operation and maintenance responsibilities will be as follows for Signal System "A" and EVP System on the TH 36 south ramp at CSAH 48 (Fairview Avenue), Signal System "B" and EVP System on the TH 36 north ramp at CSAH 48 (Fairview Avenue) and for the Interconnect on CSAH 48 from the TH 36 south ramp to the TH 36 north ramp.

5.1. City and County Responsibilities.

- **A.** County Power Responsibilities for Signal System "A" and "B". The County will be responsible for the hook-up cost and application to secure an adequate power supply to the service pads or poles and will pay all monthly electrical service expenses necessary to operate the Signal Systems, EVP Systems, and Interconnect.
- **B.** County Minor Maintenance for Signal System "A" and "B". The County will provide for the following, without cost to the State.
 - i. Maintain the signal pole mounted LED luminaires, including replacing the luminaires when necessary. The LED luminaire must be replaced when it fails or when light levels drop below recommended AASHTO levels for the installation.

ii. Replace the Signal System(s) LED indications. Replacing LED indications consists of replacing each LED indication when it reaches end of life per the MnDOT Traffic Engineering Manual or fails or no longer meets Institute of Traffic Engineers (ITE) standards for light output.

- iii. Clean the Signal Systems controller cabinet and service cabinet exteriors.
- iv. Clean the Signal Systems and luminaire mast arm extensions.
- v. Paint and maintain the cross-street pedestrian crosswalk markings.
- 5.2. State Responsibilities Signal System "A" and "B".
 - **A.** *Interconnect; Timing; Other Maintenance.* The State will maintain the Interconnect and signing, and perform all other Signal System, APS, and signal pole luminaire circuit maintenance without cost to the City or the County. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.
 - **B.** *EVP Systems Operation.* The EVP Systems will be installed, operated, maintained, and removed according to the following conditions and requirements:
 - i. All maintenance of the EVP Systems must be done by State forces.
 - **ii.** Emitter units may be installed only on authorized emergency vehicles, as defined in Minnesota Statutes § 169.011, Subdivision 3. Authorized emergency vehicles may use emitter units only when responding to an emergency. The City and the County will provide the State's District Engineer or their designated representative a list of all vehicles with emitter units, if requested by the State.
 - iii. Malfunction of the EVP Systems must be reported to the State immediately.
 - iv. In the event the EVP Systems or its components are, in the opinion of the State, being misused or the conditions set forth in Paragraph ii. above are violated, and such misuse or violation continues after the City and the County receives written notice from the State, the State may remove the EVP Systems. Upon removal of the EVP Systems pursuant to this Paragraph, all of its parts and components become the property of the State.
 - v. All timing of the EVP Systems will be determined by the State.
- **5.3.** *Right-of-Way Access.* Each party authorizes the other party to enter upon their respective public right-of-way to perform the maintenance activities described in this Agreement.
- **5.4.** *Related Agreements.* This Agreement will supersede and terminate the signal system operation and maintenance terms of Agreement No. 62842, dated October 9, 1985, between the parties for the intersection of the TH 36 north and south ramps at CSAH 48 (Fairview Avenue).

6. Basis of City Cost

- **6.1. Schedule "I".** The Preliminary Schedule "I" includes anticipated City participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- **6.2.** *City Participation Construction.* The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for Mobilization, Field Office, and Traffic Control.
 - **A.** 20 Percent will be the City's rate of cost participation in all of the Signal System "B" and associated construction. The construction is included in the City's 100% cost participation under SAP 160-020-047 and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".

B. 50 Percent will be the City's rate of cost participation in all of the Signal System "C" and associated construction. The construction is included in the City's 100% cost participation and is tabulated on Sheet No. 2 of the Preliminary Schedule "I".

- 6.3. State Furnished Materials. The State, through early procurement Contract No. 220133, purchased Mast Arms and associated materials. The State will provide ATC Cabinet 350s, Gridsmart Cameras, PTZ Cameras, and Fiber (State Furnished Materials), for Signal System "B" and "C", according to the SP 6212-181(EP) Project Plans and SP 6212-181 Project Plans to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is \$109,191.57. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".
- **6.4.** *Construction Engineering Costs.* The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- **6.5.** *Plan Changes, Additional Construction, Etc.* The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.
 - The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.
- **6.6.** Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

7. City Cost and Payment by the City

- 7.1. City Cost. \$305,014.14 is the City's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- **7.2.** Conditions of Payment. The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
 - A. Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - **B.** The City's receipt of a written request from the State for the advancement of funds.
- **7.3.** Acceptance of the City's Cost and Completed Construction. The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- **7.4.** Final Payment by the City. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities and include all City participation construction

items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

8. Basis of County Cost

- **8.1.** *Schedule "I".* The Preliminary Schedule "I" includes anticipated County participation construction items, State Furnished Materials lump sum amounts, and the construction engineering cost share covered under this Agreement and is based on engineer's estimated unit prices.
- **8.2.** County Participation Construction. The County will participate in the following at the percentages indicated. The construction includes the County's proportionate share of item costs for Mobilization, Field Office, Field Laboratory and Traffic Control.
 - **A.** 50% Percent will be the County's rate of cost participation in all of the Signal System "A" and associated construction. The construction is included in the County's 100% cost participation described in Article 8.2.D of this Agreement and is tabulated on Sheet No. 4 of the Preliminary Schedule "I".
 - **B.** 40% Percent will be the County's rate of cost participation in all of the Signal System "B" and associated construction. The construction is included in the County's 100% cost participation described in Article 8.2.D of this Agreement and is tabulated on Sheet No. 4 of the Preliminary Schedule "I".
 - **C.** 50% Percent will be the County's rate of cost participation in all of the Signal System "C" and associated construction. The construction is included in the County's 100% cost participation described in Article 8.2.D of this Agreement and is tabulated on Sheet No. 4 of the Preliminary Schedule "I".
 - **D.** 100 Percent will be the County's rate of cost participation in all of the SAP 062-648-023 construction included, but is not limited to, those construction items tabulated on Sheet No. 4 of the Preliminary Schedule "I".
- **8.3. State Furnished Materials.** The State, through early procurement Contract No. 220133, purchased Mast Arms and associated materials. The State will provide ATC Cabinet 350s, an Iteris System, Gridsmart Cameras, PTZ Cameras, and Fiber (State Furnished Materials), for Signal System "A", "B", and "C", according to the SP 6212-181(EP) Project Plans and SP 6212-181 Project Plans to operate the traffic control signal systems covered under this Agreement. The City's lump sum share for State Furnished Materials is **\$255,321.68**. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown in the Schedule "I".
- **8.4.** *Construction Engineering Costs.* The County will pay a construction engineering charge equal to 8 percent of the total County participation construction covered under this Agreement.
- **8.5.** *Plan Changes, Additional Construction, Etc.* The County will share in the costs of construction contract addenda and change orders that are necessary to complete the County participation construction covered under this Agreement, including any County requested additional work and plan changes.
 - The State reserves the right to invoice the County for the cost of any additional County requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

8.6. Liquidated Damages. All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

9. County Cost and Payment by the County

- 9.1. County Cost. \$814,124.65 is the County's estimated share of the costs of the contract construction, State Furnished Materials, and the construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- **9.2.** *Conditions of Payment.* The County will pay the State the County's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
 - **A.** Execution of this Agreement and transmittal to the County, including a copy of the Revised Schedule "I".
 - **B.** The County's receipt of a written request from the State for the advancement of funds.
- **9.3.** Acceptance of the County's Cost and Completed Construction. The computation by the State of the amount due from the County will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the County as to the satisfactory completion of the contract construction.
- 9.4. Final Payment by the County. Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the County. The Final Schedule "I" will be based on final quantities and include all County participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the County participation construction exceeds the amount of funds advanced by the County, the County will pay the difference to the State without interest. If the final cost of the County participation construction is less than the amount of funds advanced by the County, the State will refund the difference to the County without interest.

The State and the County waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

10. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

10.1. The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor) Address: 395 John Ireland Boulevard, Mailstop 682, Saint Paul, MN 55155

Telephone: (651) 366-4634

Email: malaki.ruranika@state.mn.us

10.2. The City's Authorized Representative will be:

Name, Title: Jesse Freihammer, Assistant Public Works Director (or successor)

Address: 2660 Civic Center Drive, Roseville, MN 55113

Telephone: (651) 792-7042

Email: jesse.freihammer@cityofroseville.com

10.3. The County's Authorized Representative will be:

Name, Title: John Mazzitello, Deputy Director (or successor)
Address: 1425 Paul Kirkwold Drive, Arden Hills, MN 55112

Telephone: (651) 266-7105

Email: john.mazzitello@co.ramsey.mn.us

11. Assignment; Amendments; Waiver; Contract Complete

- **11.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City or the County from contracting with a third-party to perform City or County maintenance responsibilities covered under this Agreement.
- **11.2.** Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- **11.3.** *Waiver.* If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- **11.4.** *Contract Complete.* This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

12. Liability; Worker Compensation Claims

- **12.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County.
- **12.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

13. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

14. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

15. Government Data Practices

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

16. Telecommunications Certification

By signing this Agreement, the City and the County certify that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (August 13, 2018), and 2 CFR 200.216, the City and the County will not use funding covered by this Agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City and the County will include this certification as a flow down clause in any contract related to this Agreement.

17. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

18. Termination; Suspension

- 18.1. By Mutual Agreement. This Agreement may be terminated by mutual agreement of the parties.
- **18.2.** *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City and the County.
- **18.3.** *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, and performance of work authorized through this Agreement.

19. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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MnDOT Contract No.:	1051804
City Contract No.:	2023-B

CITY OF ROSEVILLE

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

Ву:		
Title:		
Date:		
Ву:		
Title:		
Date:		

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

MnDOT Contract No.: _	1051804
City Contract No.:	2023-B

DEPARTMENT OF TRANSPORTATION

RAMSEY COUNTY

The undersigned certify that they have lawfully Recommended for Approval: executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances. By: ______(District Engineer) By: _____ Title: Ramsey County Manager Approved: Date: (State Design Engineer) Date: _____ Title: Ramsey County Engineer **COMMISSIONER OF ADMINISTRATION** Date: _____ Approved to as form: (With Delegated Authority) By: _____

INCLUDE COPY OF THE COUNTY TIP APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1051804

City of Roseville and Ramsey County

City of Roseville and Ramsey County					
SP 6212-181 (36=118)	Pre	eliminary: February 7, 2023			
SAP 062-648-023					
SAP 160-020-047					
CP 23-40					
FP NHPP 0036(318)					
Grading, bituminous surfacing, cast in place retaining wall, ADA improvements, signals, lighting, TMS, Bridge No. 62029, and	d				
No. 62030 construction to start approximately June 2022 under					
State Contract No with					
located on Trunk Highway No. 36 from Trunk Highway No. 35W to Snelling Avenue					
located on County State Aid Highway No. 48 (Fairview Avenue) at Trunk Highway No. 36					
CITY COST PARTICIPATION					
SAP 160-020-047 Work Items From Sheet No. 2	45,556.00				
City Funded Work Items From Sheet No. 2	127,672.93				
(1) State Furnished Materials (Signal System "B" and "C")	109,191.57				
Subtotal (Construction Costs + State Furnished Materials)	\$282,420.50				
Construction Engineering 8%	\$22,593.64				
(2) Total City Cost	\$305,014.14				
COUNTY COST PARTICIPATION					
SAP 062-648-023 Work Items From Sheet No. 2	498,497.44				
(1) State Furnished Materials (Signal System "A", "B", and "C")	\$255,321.68				
Subtotal (Construction Costs + State Furnished Materials)	\$753,819.12				
Construction Engineering 8%	\$60,305.53				
(3) Total County Cost	\$814,124.65				
(1) State Furnished Materials costs are based on SP 6212-181(EP) Early Procurement Contract No.					
(2) Amount of advance payment by the City as described in Article 7 of the Agreement (estimated a					
(3) Amount of advance payment by the County as described in Article 9 of the Agreement (estimate	ed amount)				

ITEM	SAP 160-020-047	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(1)
2021.501	MOBILIZATION	LUMP SUM	0.01	225,000.00	2,250.00
2031.502	FIELD OFFICE	EACH	0.01	40,000.00	400.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.01	93,000.00	930.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	0.20	11,020.00	2,204.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.20	198,860.00	39,772.00
				TOTAL	\$45,556.00
	(1) 100% CITY COST	\$45,556.00			

(2) 100% CITY (CITY FUNDS)

ITEM	CITY FUNDS	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(2)
2021.501	MOBILIZATION	LUMP SUM	0.03	225,000.00	6,750.00
2031.502	FIELD OFFICE	EACH	0.03	40,000.00	1,200.00
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	0.50	2,294.69	1,147.35
2506.502	ADJUST FRAME AND RING CASTING	EACH	1.00	2,330.08	2,330.08
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	93,000.00	2,790.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.50	9,692.00	4,846.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.50	217,219.00	108,609.50
				TOTAL	\$127,672.93
	(2) 100% CITY COST	\$127,672.93			
			_		

ITEM	SAP 062-648-023	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(3)
2021.501	MOBILIZATION	LUMP SUM	0.11	225,000.00	24,750.00
2031.502	FIELD OFFICE	EACH	0.11	40,000.00	4,400.00
2101.502	CLEARING	EACH	1.00	227.02	227.02
2101.502	GRUBBING	EACH	1.00	188.07	188.07
2104.502	REMOVE CASTING	EACH	2.00	185.21	370.42
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	558.00	1.53	853.74
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	32.00	18.13	580.16
2104.503	REMOVE CURB AND GUTTER	LIN FT	389.00	4.67	1,816.63
2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	684.00	5.20	3,556.80
2104.518	REMOVE CONCRETE WALK	SQ FT	2,122.00	1.32	2,801.04
2104.601	HAUL SALVAGED MATERIAL	LUMP SUM	0.50	2,294.69	1,147.35
2211.507	AGGREGATE BASE (CV) CLASS 5	CU YD	130.00	34.23	4,449.90
2232.618	MILL AND PATCH BITUMINOUS PAVEMENT	SQ FT	2,436.00	7.75	18,879.00
2331.603	JOINT ADHESIVE	LIN FT	217.00	0.42	91.14
2360.509	TYPE SP 12.5 NON WEARING COURSE MIXTURE (4,B)	TON	90.00	68.00	6,120.00
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4,C)	TON	120.00	96.24	11,548.80
2503.503	12" RC PIPE SEWER DESIGN 3006	LIN FT	48.00	71.61	3,437.28
2503.503	15" RC PIPE SEWER DESIGN 3006	LIN FT	26.00	69.58	1,809.08
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	7.00	1,110.80	7,775.60
2503.602	CONNECT INTO EXISTING DRAINAGE STRUCTURE	EACH	1.00	1,344.06	1,344.06
2503.603	LINING SEWER PIPE 12"	LIN FT	134.00	117.63	15,762.42
2503.603	LINING SEWER PIPE 24"	LIN FT	17.00	105.80	1,798.60
2506.502	CASTING ASSEMBLY	EACH	13.00	855.33	11,119.29
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-48	LIN FT	14.00	587.00	8,218.00
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN SD-60	LIN FT	4.00	1,018.99	4,075.96
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	18.00	584.15	10,514.70
2506.503	CONSTRUCT DRAINAGE STRUCTURE DESIGN 60-4020	LIN FT	7.00	724.52	5,071.64
2521.518	6" CONCRETE WALK	SQ FT	1,504.00	10.32	15,521.28
2521.602	DRILL AND GROUT REINFORCEMENT BAR (EPOXY COATED)	EACH	180.00	13.02	2,343.60
2521.618	CONCRETE CURB RAMP WALK	SQ FT	712.00	11.75	8,366.00
2531.603	CONCRETE CURB AND GUTTER	LIN FT	600.00	33.06	19,836.00
2531.618	TRUNCATED DOMES	SQ FT	136.00	51.77	7,040.72
2563.601	TRAFFIC CONTROL	LUMP SUM	0.11	93,000.00	10,230.00
2563.601	ALTERNATE PEDESTRIAN ROUTE	LUMP SUM	0.20	13,439.01	2,687.80

ITEM	SAP 062-648-023	UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	WORK ITEM				(3)
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	0.50	8,504.00	4,252.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM B	LUMP SUM	0.40	11,020.00	4,408.00
2565.501	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	0.50	9,692.00	4,846.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	0.50	131,642.00	65,821.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	0.40	198,860.00	79,544.00
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	0.50	217,219.00	108,609.50
2572.503	TEMPORARY FENCE	LIN FT	89.00	3.05	271.45
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	0.10	9,000.00	900.00
2573.502	STORM DRAIN INLET PROTECTION	EACH	9.00	184.29	1,658.61
2574.505	SUBSOILING	ACRE	0.10	252.39	25.24
2574.505	SOIL BED PREPARATION	ACRE	0.10	150.48	15.05
2574.508	FERTILIZER TYPE 3	POUND	10.00	0.62	6.20
2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	139.00	1.40	194.60
2575.505	SEEDING	ACRE	0.10	186.46	18.65
2575.505	WEED SPRAYING	ACRE	0.10	269.50	26.95
2575.506	WEED SPRAY MIXTURE	GALLON	0.10	91.00	9.10
2575.508	SEED MIXTURE 25-131	POUND	6.00	3.69	22.14
2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LIN FT	100.00	0.73	73.00
2582.503	6" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	65.00	10.00	650.00
2582.503	10" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	163.00	11.00	1,793.00
2582.503	24" SOLID LINE PREFORM TAPE GROUND IN (WR)	LIN FT	40.00	24.65	986.00
2582.518	PAVEMENT MESSAGE PREFORM THERMO IN ENHANCED SKID RESISTANCE	SQ FT	62.00	29.83	1,849.46
2582.518	CROSSWALK PREFORM THERMO GROUND IN ENHANCED SKID RESISTANCE	SQ FT	270.00	14.02	3,785.40
				TOTAL	\$498,497.44
		1			
	(3) 100% COUNTY COST	\$498,497.44			

ITEM		UNIT	QUANTITY	UNIT PRICE	COST
NUMBER	STATE FURNISHED MATERIALS				(4)
2565.601	EARLY PROCUREMENT TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL A	LUMP SUM	1.00	126,625.00	126,625.00
	ATC CABINET 350	LUMP SUM	1.00	39,425.64	39,425.64
	ITERIS SYSTEM	LUMP SUM	1.00	23,166.12	23,166.12
	PTZ CAMERA	LUMP SUM	1.00	4,740.74	4,740.74
	FIBER	LUMP SUM	1.00	919.57	919.57
					01010=0=
				TOTAL	\$194,877.07
	50% STATE COST	\$97,438.54			
	50% COUNTY COST	\$97,438.54			
		\$ 7,1000			
2565.601	EARLY PROCUREMENT TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL B	LUMP SUM	1.00	170,000.00	170,000.00
	ATC CABINET 350	LUMP SUM	1.00	39,425.64	39,425.64
	GRIDSMART (INCLUDES ONE CAMERA)	LUMP SUM	1.00	22,633.64	22,633.64
	ADDITIONAL GRIDSMART CAMERA	LUMP SUM	1.00	5,738.28	5,738.28
	PTZ CAMERA	LUMP SUM	1.00	4,740.74	4,740.74
	FIBER	LUMP SUM	1.00	919.57	919.57
				TOTAL	\$243,457.87
	400 / GT / TD GO GT	*************			
	40% STATE COST	\$97,383.15			
	20% CITY COST	\$48,691.57			
	40% COUNTY COST	\$97,383.15			
2565.601	EARLY PROCUREMENT TRAFFIC CONTROL SIGNAL SYSTEM MATERIAL C	LUMP SUM	1.00	121,000.00	121,000.00
2303.001	EARLT PROCUREMENT TRAFFIC CONTROL SIGNAL STSTEM MATERIAL C	LUMIF SUM	1.00	121,000.00	121,000.00
				TOTAL	\$121,000.00
				101112	ψ1 2 1,000.00
	50% CITY COST	\$60,500.00			
	50% COUNTY COST	\$60,500.00			
		<u> </u>			
	TOTAL CITY COST FOR STATE FURNISHED MATERIALS	\$109,191.57			
	TOTAL COUNTY COST FOR STATE FURNISHED MATERIALS	\$255,321.68			



EXHIBIT "A" - FUTURE RELEASE OF RIGHT OF WAY

CITY OF ROSEVILLE

RESOLUTION

IT IS RESOLVED that the City of Roseville enter into MnDOT Agreement No. 1051804 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the signal system construction, State Furnished Materials, and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 36 from Trunk Highway No. 35W to Snelling Avenue and County State Aid Highway (CSAH) No. 48 (Fairview Avenue) at Trunk Highway No. 36 within the corporate City limits under State Project No. 6212-181 (TH 36=118).

IT IS FURTHER RESOLVED that the Mayor and the are authorized to execute the Agreement and any amen	(Title)						
CERTIFICATION							
I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Roseville at an authorized meeting held on the day of, 2023, as shown by the minutes of the meeting in my possession.							
Subscribed and sworn to me this day of , 2023	(Signature)						
Notary Public	(Type or Print Name)						
My Commission Expires	(Title)						



Board of Commissioners Resolution

B2021-040

15 West Kellogg Blvd. Saint Paul, MN 55102 651-266-9200

Sponsor: Public Works Meeting Date: 2/16/2021

Title: 2021 - 2025 Transportation Improvement Program File Number: 2021-037

Background and Rationale:

In order to qualify for state and federal funding and to proceed with construction projects, the Ramsey County Board of Commissioners must approve the Public Works 5-year Transportation Improvement Program (TIP). The TIP is a planning document and funding estimates identified in the TIP are reflected in the County's Capital Improvements Program Budget. Similar programs have been developed each year since 1988.

The Public Works Department, annually, prepares the TIP using a collaborative process whereby the County solicits projects and input from area municipalities. Project inclusion in the TIP is based on a cooperative dialogue with municipal and state partners, along with technical analysis and consideration of funding opportunities. While funding limits will continue to challenge program delivery, communication and engagement with municipal partners ensures local needs and priorities are examined and addressed to the extent possible.

Projects included in the TIP are also looked at through the lens of the Ramsey County All Abilities Transportation Network (AATN) policy, which prioritizes the most vulnerable users (i.e. pedestrians, bicyclists, people with disabilities) first.

The design, construction and right of way costs identified in the TIP are estimates based on best practices in the industry. The funding landscape for transportation projects can be volatile and the ultimate delivery of the TIP is dependent on future funding levels. Partnering on projects with area communities, bordering counties, the Minnesota Department of Transportation and other state agencies will continue to be a critical way for Ramsey County to get the most from our available funds.

Recommendation:

The Ramsey County Board of Commissioners resolved to:

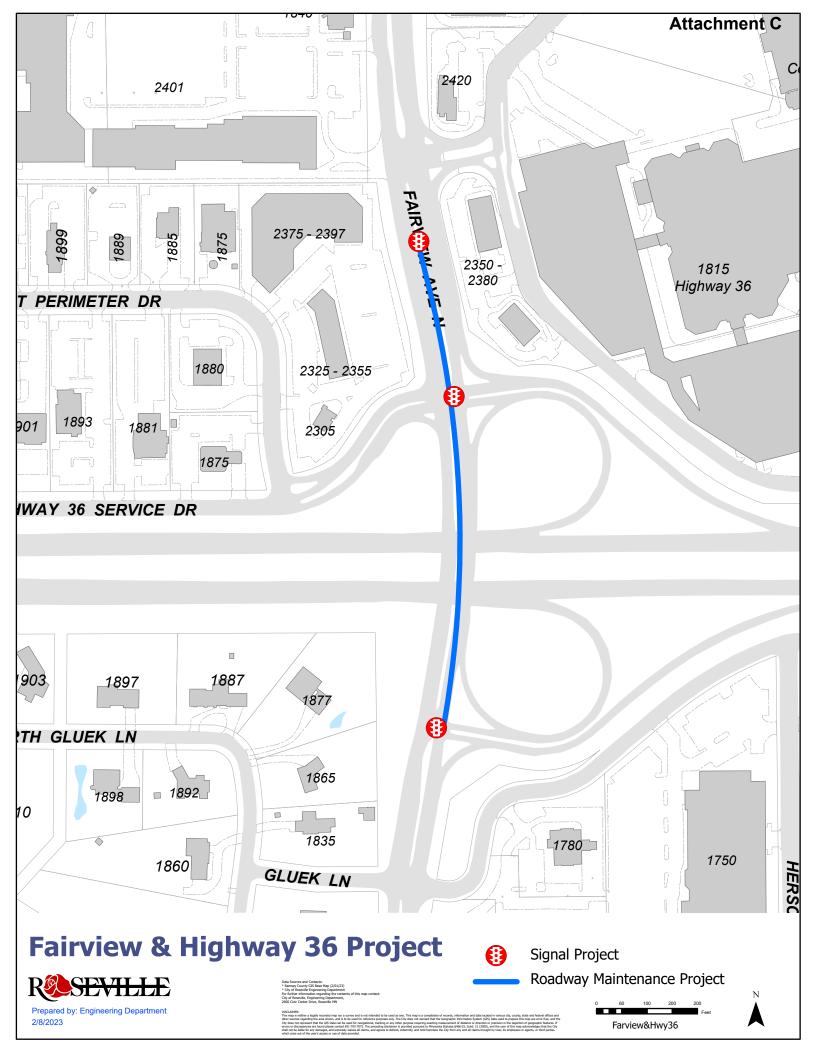
- 1. Adopt the 2021-2025 Public Works Transportation Improvement Program (TIP).
- 2. Authorize the County Engineer to prepare plans and agreements for all projects identified in the TIP, and to issue solicitations in accordance with County policies and procedures and the Minnesota Department of Transportation's list of "Pre-Qualified Vendors by Work Type".
- Authorize the County Engineer to execute Right of Way Plats and Certificate of Surveys for Highway projects that require the determination of existing right of way for the delineation and /or acquisition of property, for planning studies or disposition of excess County property.
- 4. Authorize the County Manager to enter into contracts and agreements, and execute change orders and amendments to contracts, supplemental agreements, and agreements related to the expenditure of TIP Project Funds utilizing County State Aid, Federal, and participating funding associated with the construction of the approved projects in the 2021-2025 or a previously approved TIP in accordance with the County's procurement policies and procedures.
- 5. Authorize the County Engineer and County Attorney to acquire temporary easements, permanent easements, fee title, and enter into Limited Use Permits with the State of Minnesota for projects in the 2021-2025 TIP, or previously approved TIP, by negotiation or condemnation.
- 6. Authorize the County Engineer to approve negotiated settlements for up to \$100,000 over the County's appraised value per parcel for temporary and permanent easements and fee title.
- 7. Authorize the County Manager to approve and execute purchase agreements, settlements, closing documents, Limited Use Permits, and other related real estate documentation associated with County Board approved acquisitions of real property.
- Authorize the County Manager to approve and execute cooperative agreements and
 maintenance agreements with cities, counties, the State, and other governmental agencies for
 their participation in projects listed in the 2021-2025 Public Works TIP or previously approved
 TIP.
- 9. Authorize temporary cash loans from the County General Fund to the Road and Bridge Capital Improvement Program fund and the Wheelage Tax fund for costs of projects listed in the 2021-2025 Public Works Transportation Program, or previously approved TIP, and for maintenance project expenditures occurring before bond or wheelage tax proceeds are received pending receipt of Federal, County State Aid Highway, State, participating funds.

A motion to approve was made by Commissioner McGuire, seconded by Commissioner MatasCastillo.

Motion passed.

Aye: - 7: Carter, Frethem, MatasCastillo, McDonough, McGuire, Ortega, and Reinhardt

By: Janet Guthrie



REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 10.g

Department Approval

City Manager Approval

Item Description:

Approve Encroachment Agreement at 931 County Road B2

BACKGROUND

The property owner at 931 CB B2 applied for building permits to install a driveway to their detached

- garage at the back of their lot. During the permit review it was discovered that the driveway would
- be located over a sanitary sewer easement for a sewer line. Staff met with the property owner to
- discuss the site and the impacts to the existing sewer. The property owner is willing to enter an
- 6 encroachment agreement (Attachment A) for the driveway encroachment over the sewer.
- 7 Staff supports approving the encroachment agreement since the driveway will provide better access
- 8 to the City sewer main running mid-block. This sewer main has already been lined so there is
- 9 minimal risk of it needing to be replaced in the near future. There are no services on this line. The
- encroachment protects the City should we need to repair the pipe, which would likely only be in the
- case of an emergency. The City would not be responsible for any impacts to the driveway should we
- need to dig up the sewer pipe.
- The previous City Attorney had drafted the Encroachment Agreement. If approved, this would be
- recorded against the property.

15 POLICY OBJECTIVE

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

18 BUDGET IMPLICATIONS

19 There are no costs to the City for this agreement.

20 RACIAL EQUITY IMPACT SUMMARY

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

22 STAFF RECOMMENDATION

23 Staff recommends the City Council approve the Encroachment Agreement at 931 CR B2.

24 REQUESTED COUNCIL ACTION

25 Motion to approve Encroachment Agreement at 931 CR B2.

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Encroachment Agreement

B: Encroachment Agreement Exhibit

ENCROACHMENT AGREEMENT

THIS	ENCROACHMENT A	AGREEMENT	("Agreement")	is made th	is day	of of
	, 2023, by and	l between Josep	n P. Johnston, a s	ingle person	(the "Owner	:s"),
and the City	of Roseville, a Minneson	ta municipal con	poration (the "C	ity").		

WITNESSETH THAT:

WHEREAS, the Owners are the owners of real property located in Roseville, Minnesota, legally described as follows, to wit: see attached **Exhibit A** (the "Owners' Property"); and

WHEREAS, the City is the owner of a certain Sanitary Sewer Easement on Owners' Property, of even date herewith, a portion of which easement lies within an area legally described as follows, to wit: see attached **Exhibit B** (the "Easement Area"), and

WHEREAS, the Owners desire to construct and maintain a driveway encroaching over a portion of the Easement Area as shown in **Exhibit C** attached hereto (the "Improvements") for the benefit of the Owners' Property;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the parties agree as follows:

1. The Owners shall have the right to construct, maintain and repair the Improvements, subject to the terms and conditions of this Agreement.

- 2. The Improvements shall be constructed, maintained and repaired by the Owners at the Owners' sole cost and expense, holding the City free and clear of same. The Owners shall maintain the Improvements in a neat, clean and safe condition.
- 3. The Owners shall be responsible for obtaining and paying for all permits, variances, approvals, costs, fees and other expenses necessary to construct, maintain and repair the Improvements. The Owners shall construct, maintain and repair the Improvements in compliance with all laws, rules, regulations, codes and ordinances imposed by all governmental authorities which have jurisdiction over the Easement Area.
- 4. The Owners hereby covenant and agree to release, indemnify, defend and hold the City, and its mayor, council, officers, employees and agents, harmless from and against any and all claims, losses, liabilities, demands, actions, judgments, damages, penalties, fines, costs and expenses (including attorney's fees incurred by the City) arising out of or related to: (a) the construction, maintenance and repair of the Improvements; (b) the existence of the Improvements on the Easement Area; (c) use of the Improvements and the Easement Area by the Owners, their licensees, heirs, successors and assigns; and (d) any breach by the Owners of the covenants and agreements in this Agreement.
- 5. In the event that the Improvements are substantially damaged or totally destroyed, are removed from the Easement Area, or the Owners fail to comply with any of the Owners' material obligations under this Agreement, the Owners shall remove any remaining portions of the Improvements which are located within the Easement Area and the Owners' right to construct, maintain and repair the Improvements in the Easement Area shall terminate. The Owners agree to complete such removal at their own cost and in accordance with all applicable laws, codes and regulations pertaining thereto. In the event that the Improvements are not removed, the City shall

have the right, upon giving the Owners thirty (30) days prior written notice, to remove the Improvements in which case the Owners shall be responsible for the costs thereof. Any amounts due hereunder shall be fully paid within thirty (30) days following the delivery of written demand therefor upon the Owners. If payment is not timely received, the City shall have the right to assess the Owners' Property for the costs over a five (5) year period with interest.

- 6. The Owners hereby waive all rights they have by virtue of Minnesota Statutes Chapter 429 to a public hearing before the City Council, any appeal of the assessment in court or otherwise to challenge the amount or validity of the assessment or the procedures used by the City in levying the assessments, and hereby release the City, its mayor, councilmembers, employees, agents, and contractors, from any and all liability related to or arising out of the levying of any assessment amount.
- 6. The covenants and agreement contained herein shall be binding upon and inure to the benefit of the parties hereto, and their successors and assigns, and shall run with the land.
- 7. Except for the Owners' right to construct, maintain and repair the Improvements as provided herein, the City shall continue to have all of the rights and privileges which have been granted to the City by the easement referenced above.
- 8. Any notice to be given by either party upon the other under this Agreement shall be properly given if mailed to the other by United States registered or certified mail, return receipt

requested, postage prepaid, addressed in the manner set forth below, or if given to a nationally recognized, reputable overnight courier for overnight delivery to the other addressed as follows:

If to the City: City of Roseville

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

If to the Owners: To the Taxpayer Name and Address of Record per the

Ramsey County Tax Assessor's Office

(Signatures Follow)

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

	OWNERS
	Joseph P. Johnston
STATE OF MINNESOTA)) ss. COUNTY OF)	
	acknowledged before me this day of Johnston, a single person, as the Owners.
	Notary Public

	City of Roseville, a Minnesota municipal corporation
	By:
	By:City Manager
STATE OF MINNESOTA)) ss. COUNTY OF RAMSEY)	
The foregoing instrument was a, 2023, by	acknowledged before me this day of and the f the City of Roseville, a Minnesota municipal
Mayor and City Manager, respectfully, o corporation, on behalf of said corporation.	f the City of Roseville, a Minnesota municipal
	Notary Public

CITY

This Document Was Drafted By:

Erickson, Bell, Beckman & Quinn, P.A. Attorneys-at-Law 1700 West Highway 36 Suite 110 Roseville, MN 55113

Telephone: 651-223-4999

EXHIBIT A

Owners' Property Legal Description

Lots 1 and 2, Block 1, Bradshaw-Edstrom Addition, Ramsey County, Minnesota.

EXHIBIT B

Easement Area Legal Description

An easement for sanitary sewer purposes over, under and across the following described tract:

The Easterly 20 feet of the Southerly 167 feet of the northerly 187 feet of the NW ¼ of Section 11, Town 29, Range 23, except the south 33 feet for highway purposes.

All in Ramsey County, Minnesota.

EXHIBIT C

Improvement Plans



REQUEST FOR COUNCIL ACTION

Date: February 13, 2023 Item No.: 10.h

Department Approval

City Manager Approval

Item Description:

Approve Resolution Authorizing Revocation and Designation of Municipal

State Aid Roads

1 BACKGROUND

2 The City of Roseville is part of the State's Municipal State Aid Street system. As part of being a

- Municipal State Aid (MSA) city, each city can designate up to 20% of its roadway mileage to the
- 4 MSA system. Each year, the City of Roseville has an opportunity to re-designate which roads are
- MSA roads and which are local roads. In order to be an MSA road, the following criteria must be

6 met:

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- Projected to carry a relatively heavier traffic volume or are functionally classified as collector or arterial streets.
 - Connect the points of major traffic interest within an urbanized municipality.
 - Provide an integrated street system.
 - Connect roadways which are MSAS streets, County State Aid Highways or Trunk Highways.
- To correct some gaps in the system and to put mileage on higher traffic roadways to collect
- additional MSA funds, staff recommends these changes to provide the best long-term use of MSA
- funds. In order to designate the additional mileage to the MSA system, the following changes are
- 15 recommended:
 - Revoke MSAS 228 Oakcrest Avenue, from Fairview Avenue to W Snelling Service Road (0.48 existing miles)
 - Designation MSAS 266 W Snelling Service Road, from Roselawn Avenue to County Road B (0.50 new miles)
- 20 MnDOT has confirmed the new MSA designations meet MSA standards.

21 POLICY OBJECTIVE

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

24 **BUDGET IMPLICATIONS**

- There are no direct budget impacts. The system revisions result in 0.02 more miles of MSA
- designated roads which will increase the MSA needs slightly for the City.

27 RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this changes to MSA routes.

STAFF RECOMMENDATION

Staff recommends Council adopt the attached resolution approving the revocation and designation of municipal state aid roads.

REQUESTED COUNCIL ACTION

33 Consider approval of a resolution approving the revocation and designation of municipal state aid

34 roads.

29

Prepared by: Jesse Freihammer, Public Works Director

Attachments: A: Resolution

B: System Revision Map

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

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

	Pursuant to due call and notice thereof, a reg Roseville, County of Ramsey, Minnesota, w 6:00 p.m.		E j
4	The following members were present:	; and	and the following members were absent:

5 Councilmember introduced the following resolution and moved its adoption:

RESOLUTION NO. APPROVING THE REVOCATION AND DESIGNATION OF MUNICIPAL STATE AID (MSA) ROADS

- 9 WHEREAS, the City Council of the City of Roseville is the official governing body of the City of Roseville; and
- WHEREAS, it appears to the City Council of the City of Roseville that revisions hereinafter
- described shall be made to the City's Municipal State Aid Streets system under the provisions of
- 13 Minnesota Laws;
- 14 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
- 15 Minnesota:

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2.5

- 1. That the roads described as follows be, and hereby are, revoked as Municipal State Aid Streets of the City of Roseville subject to the approval of the Commissioner of Transportation of the State of Minnesota:
 - a. MSAS 228 Oakcrest Avenue, from Fairview Avenue to W Snelling Service Road (0.48 existing miles)
- 21 2. That the roads described as follows be, and hereby are, designated as Municipal State Aid 22 Streets of the City of Roseville subject to the approval of the Commissioner of Transportation 23 of the State of Minnesota:
 - a. MSAS 266 W Snelling Service Road, from Roselawn Avenue to County Road B (0.50 new miles)
- 26 3. That the City Manager is hereby authorized and directed to forward two certified copies of this resolution to the Commissioner of Transportation for the Commissioner's consideration.
- 28 The motion was duly seconded by Councilmember and upon vote being taken thereon, the
- 29 following voted in favor thereof: ; and and the following voted against:
- 30 WHEREUPON said resolution was declared duly passed and adopted.

Resolution – Municipal State Aid System Revisions 202	Resolution -	-Municipal	State Aid	System	Revisions	2023
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STATE OF MINNESOTA)
) s
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 13th day of February, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 13th day of February, 2023.

Patrick Trudgeon, City Manager

(SEAL)

