

Mayor: Dan Roe Councilmembers: Jason Etten Wayne Groff Robin Schroeder Julie Strahan	 City Council Agenda Monday, May 22, 2023 6:00 p.m. Members of the public who wish speak during public comment or an agenda item during this meeting can do so virtually by registering at: www.cityofroseville.com/attendmeeting	Address: 2660 Civic Center Dr. Roseville, MN 55113 Phone: 651-792-7000 Website: www.cityofroseville.com
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1. 6:00 P.M. Roll Call
Voting & Seating Order: Etten, Schroeder, Groff, Strahan, and Roe
2. 6:01 P.M. Pledge of Allegiance
3. 6:02 P.M. Approve Agenda
4. 6:03 P.M. Public Comment
5. 6:10 P.M. Recognitions and Donations
 - 5.A. LGBTQIA+ Pride Month Proclamation
Documents:
[PROCLAMATION.PDF](#)
 - 5.B. 2023 Essay and Art Contest Participant - Meghan Seeger
Documents:
[REQUEST FOR COUNCIL ACTION.PDF](#)
6. 6:25 P.M. Items Removed from Consent Agenda
7. Business Items
 - 7.A. 6:30 P.M. Receive Annual All Departmental Equity Update
Documents:
[REQUEST FOR COUNCIL ACTION AND ATTACHMENTS.PDF](#)
 - 7.B. 7:30 P.M. HRIEC Joint Meeting with City Council
Documents:

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

8. Council Direction on Councilmember Initiated Agenda Items

9. 8:10 P.M. Approval of City Council Minutes
Approve Minutes from April 24, 2023 City Council Meeting

10. 8:15 P.M. Approve Consent Agenda

10.A. Approve Payments

Documents:

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

10.B. Approval of 2 Temporary Gambling Permits

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. Approve Professional Services Agreement for Project 24-02, County Road B Reconstruction, Special Benefits Appraisal

Documents:

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

10.E. Approve Resolution Approving MnDOT Temporary Permit to Construct – TH 36 Project

Documents:

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

10.F. Certify Unpaid Utility and Other Charges to the Property Tax Rolls

Documents:

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

10.G. Approve Resolution Awarding Contract for the Long Lake Sanitary Sewer Lift Station Project

Documents:

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

10.H. Approve Ramsey County Comprehensive Emergency Operations Plan (CEOP)

Documents:

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

10.I. Approve Critical Corridors Grant Agreement for County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11

Documents:

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

10.J. Approve an Amendment to City Code Chapter 309: Massage Therapy

Documents:

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

10.K. Approve Memorandum of Understanding with LELS Local 436 regarding Compensatory Time

Documents:

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

10.L. Approve Lexington Plaza Escrow Agreement at 1754 Lexington Avenue

Documents:

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

10.M. Authorize Mayor & City Manager to execute Sewer Availability Charge Agreement with BOING US HOLDCO, INC. dba Take 5 Carwash

Documents:

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

10.N. Reject bids for South McCarrons Retaining Wall Project 22-22

Documents:

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

11. 8:20 P.M. Future Agenda Review, Communications, Reports, and Announcements - Council and City Manager

12. 8:25 P.M. Adjourn



LGBTQIA+ Pride Month June 2023

Whereas: The City of Roseville supports the LGBTQIA+ community and honors their many contributions to the health of the city; and remains committed to treating all people with fairness and respect; and

Whereas: In 1993, Minnesota became the first state in the nation to outlaw both sexual orientation and gender discrimination in the field of employment, housing and public accommodations; and

Whereas: In 2013, the state of Minnesota legalized same-sex marriage; and

Whereas: In 2021, the City of Roseville became the 9th municipality in Minnesota to ban the practice of conversion therapy on LGBTQIA+ youth and vulnerable adults, a practice now banned by the State of Minnesota as of 2023; and

Whereas: Roseville continues the tradition for communities across America to recognize their LGBTQIA+ (Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Ally) residents during the month of June; and recognizes the + to symbolize the inclusion of all identities; and

Whereas: LGBTQIA+ people, as the rainbow flag symbolizes, come from every group, religion, ethnicity, age, occupation, ability/disability, size and shape; and

Whereas: Members of the Roseville LGBTQIA+ community have always served as valuable members of our country in every capacity as homeowners, taxpayers, members of the military, business owners, parents and employees; and

Whereas: It is important to recognize that we are all part of the same community; and

Whereas: LGBTQIA+ residents have enriched the diverse community of Roseville through their participation in city government, the arts, religious and civil institutions, education and community organizations; and

Whereas: The City of Roseville believes that all people deserve to be protected from bullying, harassment, discrimination, and health disparities; and convey a clear message that intolerance is not welcome in our community, and

Whereas: LGBTQIA+ community allies, including the Roseville Area High School student groups, provide support and encouragement to Roseville youth with the assistance of School District staff and administration; and

Whereas: The City of Roseville reaffirms our commitment to promoting full inclusion and equality for every resident of our great city.

Now, Therefore Be It Resolved that the City Council hereby declares June 2023 to be LGBTQIA+ Pride Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 22rd day of May, 2023.

Mayor Daniel J. Roe

ROSEVILLE WRITTEN AND VISUAL MEDIA CONTEST

How would you envision a future in Roseville that is equitable for all students and their families? Please describe what would be important to you and your family or what you would like to see changed in Roseville!



A submission in last year's contest by Charlena Her.

All students in Roseville who are grades 6, 7 and 8 are encouraged to enter.

Each grade will be awarded prizes as follows:

Written: \$50 first prize,
\$25 second prize

Visual Media: \$50 first prize,
\$25 second prize

January 31, 2023 Deadline



Learn more about the contest at
CITYOFROSEVILLE.COM/STUDENT-CONTEST
OR SCAN THE QR CODE TO THE LEFT

Contact Thomas.Brooks@cityofroseville.com with any questions



Human Rights, Inclusion and Engagement Commission
2023 Roseville Speaks Out

Essay Contest Question

The City of Roseville is working through a process of updating its vision for the future of the city. How would you envision a future in Roseville that is equitable for all students and their families? Please describe what would be important to you and your family or what you would like to see changed in Roseville.

Visual Arts Contest Question

The City of Roseville is working through a process of updating its vision for the future of the city. How would you envision a future in Roseville that is equitable for all students and their families? Please describe what would be important to you and your family or what you would like to see changed in Roseville. You may express yourself through painting, drawing, collage, poster, sculpture, photography, or photo essay.

The Roseville Human Rights, Inclusion and Engagement Commission invites students to create something that addresses one or more of the issues, expresses why it is important to them and tells how it has changed them, their friends, family and community at large. Students are encouraged to be as specific as they are comfortable with and describe what they believe citizens can do to move the community toward more inclusiveness and become better engaged with each other.

Criteria

All students in Roseville who are in the middle school age range (grades 6, 7 and 8) are encouraged to enter. You are urged to submit in the language in which you are the most fluent. To the best of our ability, we will find individuals to evaluate your submission in the language used. The Human Rights, Inclusion and Engagement Commission will evaluate the submissions made in English and all visual media entries. All individual identifying information (except grade level) will be omitted so each submission will be evaluated without knowing who submitted it.

You may write an essay or create a poem. In addition, the contest has been expanded to include a visual media category (such as a painting, drawing, poster, collage, sculpture, photography or photo essay). Videos can not be accepted. If you submit something in the visual category, please include a title and an optional 3-5 sentences describing your submission.

Submissions will be scored by grade level (6th, 7th and 8th). There will be prizes in each category (written and visual media). Each grade will be awarded prizes as follows:

Written: \$50 first prize	Visual Media: \$50 first prize
\$25 second prize	\$25 second prize

Deadline

Deadline for submission is January 31, 2023. Submissions can be emailed to Thomas.Brooks@cityofroseville.com or dropped off at Roseville City Hall located at 2660 Civic Center Drive. Submissions will not be returned.

Please answer all questions completely and legibly and attach to your entry.

Student's name: _____ Grade: _____

Student's home address: _____

Name of student's parent or guardian: _____

Best phone number to reach parent or guardian: _____

Parent or guardian email: _____

As the parent or guardian of _____, I give permission for the Roseville Human Rights, Inclusion and Engagement Commission to publish my child's entry, name and photo from the essay contest in any and all forms.

Parent or Guardian's signature

Date

In a Perfect World

A Poem by Meghan Seeger

Birds chirp and
The grass hums, the
Sky sings and the water runs
No cars no wars and no politics
Just happiness, life, and enjoyment, all
Is calm and all is right the sun shines, the
Stars twinkle at night, the trees grow, and the
Animals thrive, everyone and everything in perfect harmony
No racism no, hate no anti human comity there's enough love for
Everyone, no one without a home, or food and no people are illegal, lesser
or wrong the world could be this way if we could, just decide to all get along

This poem shows what the world could be without all the pollution, racism, politics, and fights. without wars, and starvation and poverty. we have so many problems in this world, but the least the city of Roseville can do to help is to listen. Listen to these people who have suffered so much and worked so hard. These people, the people who work day and night to make ends meet, are of the same status as any rich person who can sit on their velvet cushion while watching others do their work for them.

The motto or mantra of Roseville is "Equality for All and Equality in All we do". Now if this were true our working class would have as much money as the business class. All people would truly be treated equally no matter who they are, and we would live in a better society. Now if we want true equality we need to act as such.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 7.a

Department Approval

City Manager Approval



Item Description: All Department Equity Update 2022-23

BACKGROUND

The deaths of Philando Castile on July 6, 2016 and George Floyd on May 25, 2020, among too many others in the Twin Cities metro and nationwide, have propelled the momentum of equity work within the city of Roseville. Since 2018, city staff have been formally invested in equity work through foundational training and goal development in the Government Alliance on Race Equity (GARE) program.

In 2020, City Council approved an 18-month contract with CultureBrokers, LLC to assist staff in developing a comprehensive racial equity plan. In addition, an Equity and Inclusion Manager was hired to help facilitate and implement strategic equity priorities across the city's departments. This new racial equity plan is called the Strategic Racial Equity Action Plan (SREAP) and focuses on three internal high-impact areas that need to be addressed immediately to lay the foundation for future equity considerations.

While the SREAP explicitly looks to address racial disparities, the city is focused on improving disparities among all of the various groups that make up the city of Roseville. In addition to the organizational goals being developed in the SREAP, city departments have been working through unique equity challenges and objectives related to their own areas of expertise. Many of the day-to-day equity and inclusion initiatives over the past year are highlighted in the attached presentation by department.

SREAP updates can be found on the City of Roseville website [here](#).

POLICY OBJECTIVE

The on-going work of equity within the city organization reflects the city's Racial Equity Narrative. The City of Roseville is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. The actions of government at the federal, state, and local level have created racial disparities that continue to harm our community. Rectifying these disparities is critical to the development of a vibrant community and a high quality of life for all residents. All city departments will continue to prioritize racial equity in their planning, delivery, and evaluation of programs, policies and services. To assist with these efforts, and as a priority identified in the SREAP, staff have worked to develop and begin implementation of a Racial Equity Toolkit, that serves as a guide for reflection of the ways in which decisions impact all community stakeholders, including those from underrepresented communities. The City of Roseville is committed to taking tangible steps to normalize, organize and operationalize racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

34 **FINANCIAL IMPACTS**
35 There are no financial considerations in this equity update presentation.

36 **STAFF RECOMMENDATION**

37 **REQUESTED COUNCIL ACTION**
38 This presentation is for informational purposes.

39
Prepared by: Thomas Brooks, Equity and Inclusion Manager
Attachments: A: All Department Equity Update 2022-23.pptx
B: Developing a Racial Equity Impact Summary.pdf

Equity Update 2022-23



Council Equity Update

Intro

City of Roseville staff have continued efforts to integrate equitable and inclusive practices throughout the organization. Reinforcing the city's racial equity narrative, department heads will review equity work completed or in progress to date.

- Police
- Parks and Recreation
- Community Development
- Fire
- Administration and Finance

Racial Equity Narrative

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

Council Equity Update

Community Aspirations

As a community, we aspire to be:

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

Programs and Initiatives



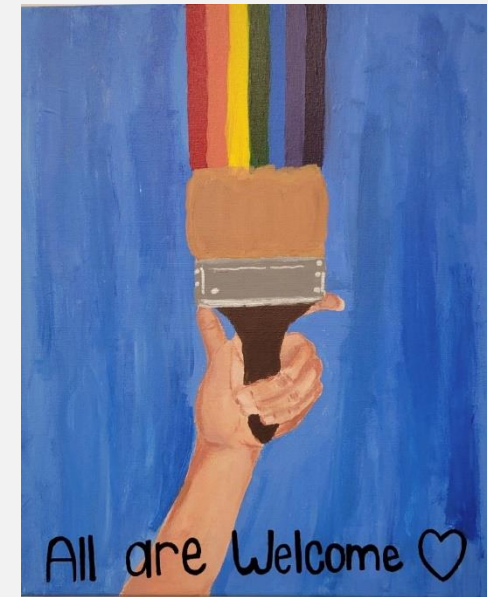
- Received grant to continue Homeless Outreach Worker
- **Participation in Ramsey County Alternative Response Initiative.**
- Addition of Districtwide School Resource Officer.
- Continued Breaking Down Barriers events to build trust with RAHS students.
- Partnership with People's Inc for additional mental health social worker
- Working with Ramsey County towards a co-response model on mental health calls.
- Continued partnership with NYFS for Community Advocate.
- **Added AmeriCorp intern for summer to provide additional housing support (grant funded).**
- Continued participation in Special Olympics Events (Torch Run & Polar Pluge)

Council Equity Update

Police Department

Programs and Initiatives

- Hosted gun turn in event and free gun locks available at PD
- New Hire Family Support Program
- Art project with RAMS students to promote equity and inclusiveness
- Participation in Human Trafficking Investigators Task force
- Continued community outreach including shop with a cop, holiday toy drive, and personal supplies for RAHS
- Entered into metro-wide fencing consortium to help deescalate potential violence in the event of an officer involved critical incident
- Auto theft prevention grant (catalytic converter etching/free steering wheel locks).
- Narcan and AED grant funding to support communities most affected by opioid crisis. Applied and received opioid settlement funds.



Council Equity Update

Police Department

Policies

- Recognizing traffic enforcement based solely on equipment violations disproportionately impacts communities of color, the RPD's traffic enforcement focuses on public safety and driving conduct contributing to motor vehicle collisions.
- Initiated traffic warning letter program in 2023.

Training

- All new officers attend 40 hour Crisis Intervention Training (CIT).
- Required mandatory wellness check-ins/ resiliency training with a licensed therapist for all staff. Expanded officer wellness program.
- All officers trained in crisis intervention, conflict management, implicit bias, cultural competence, and autism (POST Mandated—16 hours every 3 years).

Council Equity Update

Police Department

Staffing

Developed innovative solutions to unprecedented challenges in recruiting and retaining law enforcement personnel with a continued focus on hiring non-traditional police officers, community service officers, employees and interns:

- Added a second Cadet position to help with recruiting non-traditional officers. The Cadet program helps reduce financial barriers through offering full-time pay and benefits to non-traditional police officer recruits.
- Expanded paid internship opportunities to boost recruitment of non-traditional law enforcement students.
- Awarded 2022 Pathways to Policing grant funding to supplement recruitment efforts of non-traditional police officer candidates through tuition reimbursement opportunities.
- Increased CSO tuition reimbursement to remove financial barriers.

Since 01/22, 58% of our CSO, Cadet, and Officer candidates and 80% of our interns have been non-traditional or underrepresented in law enforcement.

Council Equity Update

Parks and Recreation

- Engaged with Native American Community regarding the name of Pocahontas Park which led to renaming the park Keya Park. Continuing to engage as the new amenities are developed.
- Entered into an agreement with REACH for Resources to provide additional training and support for individuals with special needs who wish to participate in Parks and Recreation Programs.
- Hosted events and programs that highlight diverse cultures including:
 - Creative Crossroads Summer Entertainment Series
 - Wild Rice Festival
 - Matt Dumba Hockey Without Limits Camp



Council Equity Update

Parks and Recreation

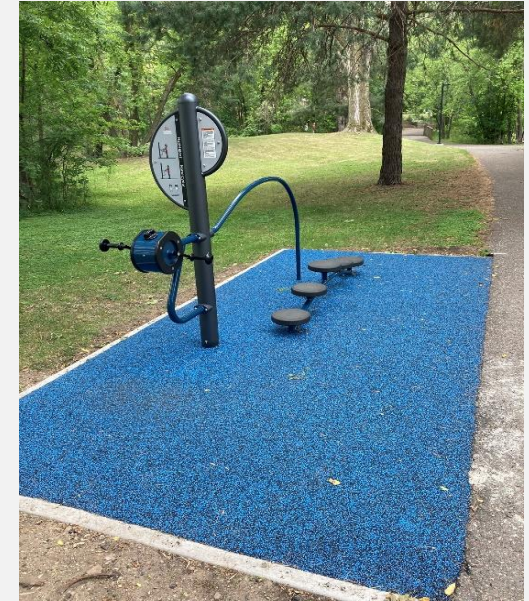
- Developed ongoing relationship with individuals who advocate for individuals with ambulatory limitations, and included them in the planning process as three new playgrounds were planned.
- Planned Pioneer and Owasso Hills playground so that additional inclusive pieces can be added if funding becomes available.
- Updated accessibility ramp at the MN OVAL.
- Paved the crushed gravel pathways at the Muriel Sahlin Arboretum (funded by a donation from the Roseville Central Park Foundation).



Council Equity Update

Parks and Recreation

- Incorporated demographics in selection of DYP locations.
- Updated library of books used in summer programs based on recommendations of educators of color, to ensure that people are color are represented.
- Based on data analysis from 2022, increased the per-person fee assistance amount to \$150 per person.
- Converted male and female single stall rest rooms at Villa, Sandcastle, Oasis park buildings to gender neutral.

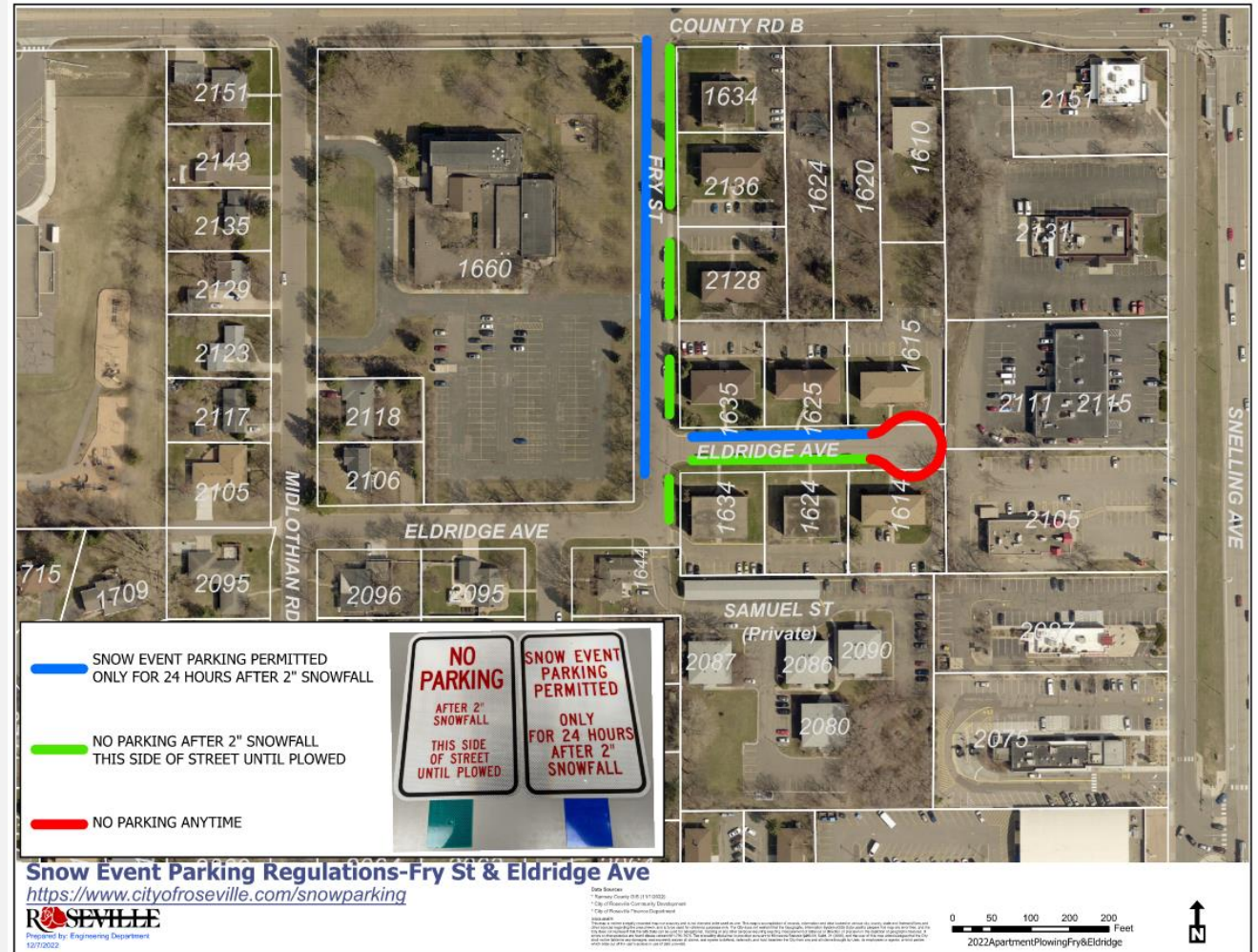


Council Equity Update

Public Works

Snow Plow Parking Pilot Program

- Allowed parking on one side of street during snow events in three areas with apartments
- Sought to reduce number of vehicles being ticketed or towed and allow the streets to be cleared efficiently.
 - Reduced amount of tickets issued in these areas.
 - Had minor improvement in getting streets cleared after snow events.



Council Equity Update

Public Works

ADA Curb Ramp Upgrades

- Replaced four curb ramps as part of road resurfacing to make them Americans with Disability Act (ADA) Compliant.

Recycling

- Started updating signage and other education and outreach materials in more languages to help reduce contamination in city park recycling carts.



Council Equity Update

Public Works

Sustainability

- Created low income handouts in seven different languages to promote energy savings. Handouts were provided at food shelves, food distribution events, city hall, city events, etc.
- Modified the Sustainable Steward Program to be accessible for renters and small businesses.
- Worked with Community Development to promote multifamily pilot program to install chargers and an electric car share hub (Edison Phase I).
- Participated in a bike event to promote transportation equity by increasing future bike infrastructure, and worked with a UofM student group who studied how Roseville could improve bike and walkability.



ROSEVILLE
SUSTAINABLE STEWARD

निःशुल्क* उर्जाका स्रोतहरू

के तपाईंका उर्जाका बिलहरू बढ्दै गएको छैन?
आफ्ना उर्जाका खर्चहरू कम गर्न खोज्दै हुनुहुन्छ?
यी निम्न चरणहरू पालना गर्नुहोस्।

1

Ramsey & Washington Counties को उर्जा सहायता कार्यक्रमका लागि आवेदन दिनुहोस्।

उर्जा सहायता कार्यक्रमले अत्यन्तै-नोच पोषाङ्कहरूलाई घरको बढीत र निराल प्रयोग हुने उर्जा बढीत गर्न मद्दत गर्छ। केवलमा बिल भुक्तानी सहायता र उर्जा संकट हस्तक्षेप पर्छन्। तपाईंले योसम प्रतियोगिता सहायता कार्यक्रमको विकल्प पनि प्राप्त गर्न सक्नु हुन्छ। यो मासिक र भाडावालाहरू दुवै योग्य हुन्छन्।

Ramsey & Washington Counties को सामुदायिक कार्य सङ्केतलाई 651-645-6470 मा फोन गर्नुहोस् वा caprw.org मा जानुहोस्।

2

Home Energy Squad® आउने समय निर्धारण गर्नुहोस्।

Home Energy Squad® ले तपाईंलाई आफ्नो घरमा उर्जा बचत गर्ने अवसरहरूको जानकारी मद्दत गर्छ र उर्जाको उर्जा सहायता बचत गर्न मद्दत गर्छ। तपाईंले आफ्नो घरको उर्जा बचत गर्न सक्नुहुन्छ, यो मासिक र भाडावालाहरू दुवै योग्य हुन्छन्।

आयदा-नोच पोषाङ्कका लागि नि:शुल्क मूल्याङ्कनहरू उपलब्ध छन्। तपाईंले आफ्नो घरको उर्जा बचत गर्न सक्नुहुन्छ, यो मासिक र भाडावालाहरू दुवै योग्य हुन्छन्।

अझिने नै xcelenergy.com/HomeEnergySquad मा साइन अप गर्नुहोस् वा 651-328-6220 मा फोन गर्नुहोस्।

*निरालहरूले योग्य हुन्छन्। तपाईंले आफ्नो घरमा उर्जा बचत गर्न सक्नुहुन्छ। तपाईंले आफ्नो घरमा उर्जा बचत गर्न सक्नुहुन्छ। तपाईंले आफ्नो घरमा उर्जा बचत गर्न सक्नुहुन्छ।

ROSEVILLE

XcelEnergy
PARTNERS IN ENERGY
An Xcel Energy Community Collaboration

ROSEVILLE + XCEL ENERGY को समुदायको उर्जाका सहायता कार्यक्रमले तपाईंको घरमा उर्जा बचत गर्न मद्दत गर्छ।

ROSEVILLE

Council Equity Update

Community Development

Renter support w/ Tenant Notification Ordinance

- Engagement occurred in August-September, 2022
- Engaged w/104 families – BIPOC engagement at 50%
- Ordinance adopted on October 24, 2022



DISCHARGED COVENANTS TO DATE: 404

Mapping Prejudice & Just Deeds

- Ramsey County data released in July 2022 – City joined Just Deeds on July 11, 2022
- Data updated in January 2023 - # of properties nearly doubled (including City-owned properties – now 8)
- Map on City website has been updated
- Link to sign up for support via Just Deeds on City's website – about a dozen requests so far

Council Equity Update

Community Development

EDA Programming

First Generation Down Payment Assistance program

- 3 closed so far

Small Business Assistance programs – targeting BIPOC

- Lender of last resort (\$50,000 max) – No loans closed to-date
- Forgivable micro-loan program (\$5,000 max)

Choose Roseville program (concluded end of 2022)

- Visited 187 unique businesses – over 50 BIPOC-owned
- Assisted 35 businesses – 17 BIPOC-owned
- Social media, job posting, website assistance, and video creation serviced provided



Council Equity Update

Community Development

Rice & Larpenteur Alliance

- Board & committee representation (by staff & elected officials)
- Annual financial support (\$40,000)
- Continuing as fiscal agent
- Promote 5 community events
- Input on future G line through corridor
- Direct outreach to businesses – many BIPOC-owned
- Micro-grants for façade improvements
- Beautification efforts



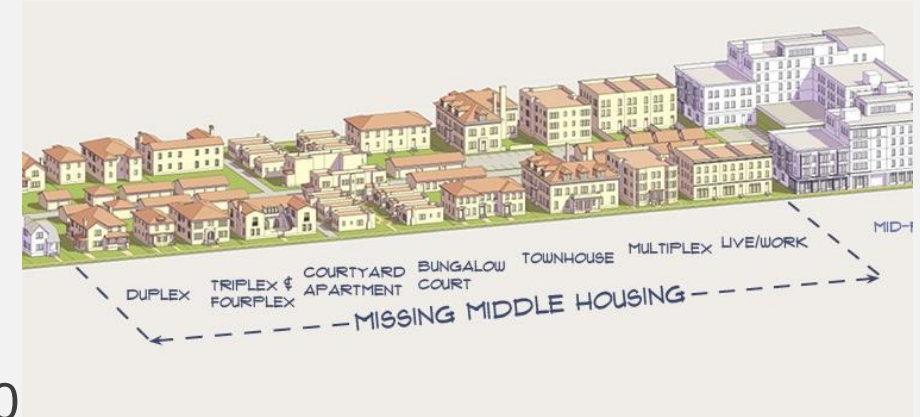
RiCE & LARPENTEUR

Council Equity Update

Community Development

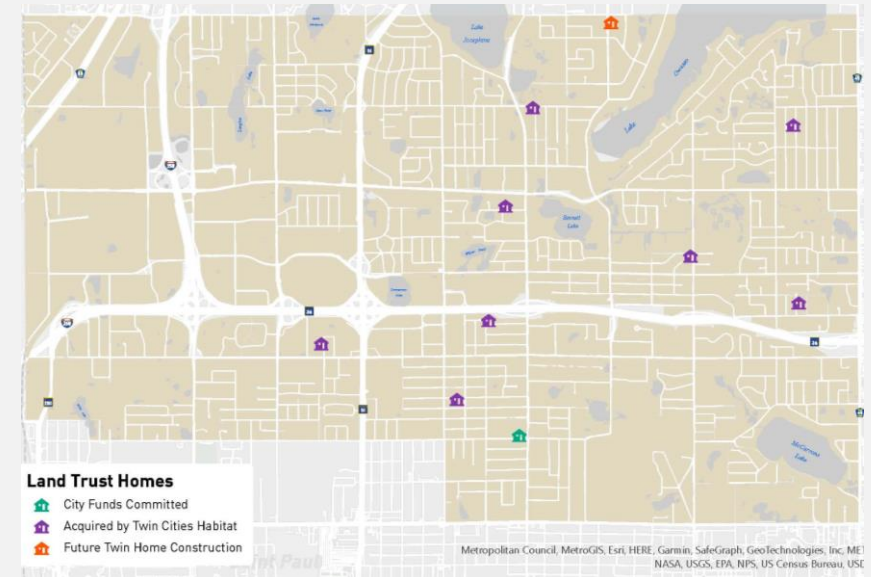
Zoning Code Update: secure more Missing Middle housing

- 4 rental townhomes @ Lexington & Woodhill
- 1 twin home by Habitat on Victoria Street (2 trust-held ownership units)
- 5 twin homes (10 units) at Fry Street @ Rosebrook Park (approval pending)
- 2 single family lots w/lot sizes less than 11,000 SF (9,350 is current min.)



Public Finance Assistance in support of affordable housing

- Land Trust Partnership with Habitat for Humanity: 1 home closed, 13 more in-process
- 277 units of senior affordable housing at 50% AMI completed (The Harbor at Twin Lakes Station)
- 60 units of family affordable housing at 60% AMI completed (The Edison 2nd phase)



Council Equity Update

Fire Department

Programs and Services

Healthcare Access

- Transitioning to Advanced Life Support first response in an effort to improve immediate health care for all in Roseville.
- Assisting RPD CAT with medical assessment and treatment needs of homeless and unsheltered persons.
- Health Outreach
 - Vial of Life
 - Medication Disposal
 - Fall and Fire Safety Presentations
 - Senior Health Fair Programs



Council Equity Update

Fire Department

Multi-Family Licensing Program

- Secure in our diverse and quality housing and neighborhoods.
 - Safe, sanitary and secure housing for all is the goal of this licensing program.
- 35% of our population is renter occupied housing
 - More advocacy, support, and education is needed.



Council Equity Update

Fire Department

Recruitment Efforts

Pathways Program

- Firefighter Cadet Program
- Two Cadets on Staff
 - Both near or at full completion of training

Rejuvenation of the Fire Explorer Post

- Pandemic significantly impacted this program
- New recruitment approach for young adults in and around our community
 - Ages 12-19
- Mentorship, skill development, confidence development



Council Equity Update

Fire Department

Community Outreach

- Block Parties
- Friday's with Firefighters & Annual Open House
 - Over 1,400 people attended the four events of 2022
- Community CPR
 - Monthly training at the Fire Station
 - Numerous classes at other sites per request



Council Equity Update

Administration

Community Engagement (External)

- Envision Roseville – focus on inclusionary engagement & reaching underrepresented populations
- Juneteenth – recognizes history and celebrates progress made and still needed
- Use of IAP2 for outreach and engagement
- Proclamations (Newsletter highlights, educational articles, videos, social media promotion, and continued coordination with HRIEC)
- Increasing translations services on targeted outreach (e.g. Snowplowing)
- Website update (in progress) - accessibility

Human Resources (Internal)

- Created workforce report
- Implemented systems and processes to collect data in hiring (applicants, new hires, current employees)
- Implementing new Onboard system & creating new processes and training
- Updates to hiring processes (hiring packet, interview questions, scoring plans)
- Classification and Compensation Study
- Recruitment (materials, locations, etc.)
- Updated Employee Handbook with inclusive language



Council Equity Update

Administration

Volunteer (External)

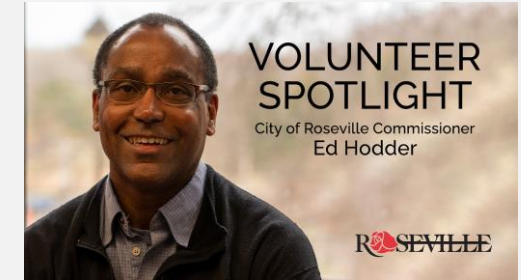
- Recruitment & accommodations for volunteers with disabilities
- Volunteer Spotlight focus on diversity

Focus on Learning and Development (Internal)

- Continued engagement with equity SME's across the state
- DEI Training for leadership team in Fall 2022
- DEI Foundations training for all staff – Spring 2023
- DEI Training for Managers/Supervisors – Summer/Fall 2023
- DEI Training for Leadership team – Fall/Winter 2023

Administration (Internal)

- Commission Interview process review
- Developed guidelines and training on Racial Equity Impact Summaries included in Requests for Council Action
- Gather preferred language for massage therapists
- Updated Equity dashboard
- Continue progress on the city's Strategic Racial Equity Action Plan



Council Equity Update

Administration/Finance

Continued implementation of Strategic Racial Equity Action Plan priorities:

- Workforce Diversity
 - Implementation of SMART goals
 - Onboarding Platform, Classification and Compensation Study, Hiring Manager Packet, and Hiring Bias Training
- Commission Diversity
 - Commissioner and applicant data is being tracked and measured over time
 - Changes based on equity analysis completed; additional changes may come based on council priorities and future stakeholder feedback
- Racial Equity Toolkit/ Racial Equity Impact Summaries (REIS)
 - Toolkit is available for use; includes a built in REIS
 - REIS have been included on all council RCA's since January
 - Review is being conducted to learn and improve on future REIS

Council Equity Update

Administration/Finance

License Center

- Language translation for non-English speaking customers
- ADA improvements to counters to better serve

Grant Fund Management

- Track and report on use of federal, state, county, and Metropolitan Council grants that provide services to better serve all residents
 - APRA funds
 - National Opioid Settlement
 - Ramsey County CDBG Funds
 - Metropolitan Council LCDA grants
 - EDA loan programs



Questions?

THANK YOU

Developing a Racial Equity Impact Summary For RCA's

Racial Equity Impact Summary

A Racial Equity Impact Summary (REIS) is a section in Request for Council Action documents. The REIS is a conscious and intentional statement of the impact a decision may have on all areas of the community, with emphasis on historically marginalized or underrepresented communities. The REIS considers impact on all community members inclusive of race, gender, age, disability, economic status, among other relevant categories. The REIS is intended to summarize reflection, research, and data that support staff findings on impact throughout the community to make informed, data-driven policy decisions. As a summary, the REIS can be as short as one sentence and should be no longer than a couple pages. The detailed summary should include the one or more of the following five statements:

1. Direct Statement of Analysis Findings

The initial statement should directly confirm intent meets impact. This statement identifies whether or not the pending decision may have disparate or adverse impacts on any groups or geographical segments in the community.

2. Local Data

In order to make data informed decision, local data should be gathered and included to support equity analysis findings. Local data helps inform the current makeup of the community based on geography and should include relevant racially disaggregated data as available. The most recent data available should be used, including 2020 Census data, American Community Survey data, or data retrieved through the city's [mySidewalk](#) tool. [mySidewalk](#) is a data tool available to all city departments that provides staff a way to gather data from 40+ government sources. Please contact your Department Head or the Equity and Inclusion Manager for additional information or access to the tool.

3. Relevant Research Findings

Available scholar or peer reviewed research should be used to increase context and confidence in the equity impact analysis and staff recommendation. Research can show how, when, and perhaps why a policy, process, or solution may work based on case studies in other jurisdictions. Research articles can also be an additional source of relevant data. Referenced data should be as recent as possible.

4. Current Policy Overlap

There may be previously approved RCA's or current policies that may overlap or be impacted by the pending decision. This is an opportunity to reflect on other policies or departments that should be considered or referenced to make an informed decision and avoid unintended impact in other areas of city operations.

5. Additional Considerations

This is an optional opportunity to include any additional information that is relevant and necessary for council to make an informed decision. Even if no adverse outcomes are anticipated for community members, consider challenges with equitable access or enforcement of the proposed policy or program. Additionally consider, alignment to the city's strategic plan or aspirations.

Example 1: Massage Establishment Licensing

By limiting the number of establishment licenses, there could be an impact on those particular establishments in the future. Although the city does not collect specific demographic information related to ownership of massage therapy establishments, we do know that 75% of establishments currently licensed in the city are women-owned and anecdotally staff estimates that potentially 50% of those are minority owned.

Additionally, according to the findings in 'Human Trafficking Task Force Report'¹, "Human trafficking is prevalent within the massage profession. Research shows that as many as 6,500 illicit (massage) businesses are active in the United States." The report further states that human trafficking is linked with fraud in massage therapist education and in the licensing pathways. Human trafficking in the massage profession is part of a much larger international problem that creates slavery, bondage, intimidation, violence and trauma. The Trafficking Victim Protection Act of 2004 found that traffickers primarily target women and girls, who are disproportionately affected by poverty, have limited access to education, suffer chronic unemployment, discrimination, and lack economic opportunities in their countries of origin. Traffickers lure women and girls into their networks through false promises of decent working conditions.

Example 2: Tenant Notification Ordinance

Securing safe and habitable housing is foundational to ensuring the success of Roseville's residents/families. Demographically, in Roseville persons of color are two and a half times more likely to rent compared to Whites and persons of color earn median household incomes that are nearly 40% lower than Whites. Renters are also three times more likely to have moved a year ago or less, which collectively contributes to housing instability. When rental properties undergo an ownership change, tenants can be subjected to changes in lease agreements, including a rise in rental rates, which are of no fault to the renter. Often times, these situations result in renters having to find other housing in timeframes that can be as short as 30 days. Given the availability of affordable housing, and the cost of moving, regulations that provide greater housing stability are needed. By adopting a Tenant Notification Ordinance, the City can legislate an extended timeframe whereby new owners cannot subject tenants to new lease terms in timeframes that are unduly burdensome, or, impose relocation remedies in exchange for not providing an extended timeframe to find alternative, safe and habitable housing.

Example 3: Internal Policy Consideration

¹ Human Trafficking Task Force Report. *Federation of State Massage Therapy Boards*. <https://www.fsmtb.org/media/1606/httf-report-final-web.pdf> 2017.

As this is an internal policy being considered, this decision is not expected to have adverse impacts on community members, including historically disadvantaged communities.

Racial Equity Toolkit

The Racial Equity Toolkit is a structured guide that can help in the development of a REIS through a series of reflective and data driven questions. Decisions of more significant impact internally or externally may require a more in-depth analysis using the Racial Equity Toolkit. The Racial Equity Toolkit provides opportunities for reflection based on subject matter expertise, available localized data, and engagement with potentially impacted community members. The Racial Equity Toolkit can be found [here](#).

Note: Both the Racial Equity Toolkit and the Racial Equity Impact Summary are public information and should be based on available data. These documents may be stored on the City of Roseville website for community accessibility and transparency. Please send a final draft of the REIS to the Equity and Inclusion Manager, Thomas.Brooks@cityofroseville.com.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 7.b

Department Approval

City Manager Approval



Item Description: Joint Meeting with the Human Rights, Inclusion and Engagement Commission

BACKGROUND

Each year the City Council meets with various commissions to review activities and accomplishments and to discuss the upcoming year's work plan and issues that may be considered.

The HRIEC has put together their 2022-23 accomplishments listed below and current 2023-24 work plan items. It should be noted much of the HRIEC's work overlaps with the approved Strategic Racial Equity Action Plan (SREAP) priorities driven by staff and the Envision Roseville project and community engagement efforts.

Current commissioners: Laura Palmquist (Chair), Richard James (Vice Chair), Amanda Becker, Peju Solarin, David Tidball, William Hill, Elliot Francke, Jeena Gurung Vomhof, Kathy Macomber

2022-23 IN REVIEW:

WORK PLAN PRIORITY	CURRENT/YEAR-END STATUS
ESSAY CONTEST	The essay and art contest moved forward last year and received one submission.
ROSEFEST PARADE ENGAGEMENT	The commission has two parade unit spots on hold and is conducting outreach to get participation from a BIPOC communities.
PROCLAMATIONS SUPPORT	The commission has assigned individual commissioners to work on ways and create ideas to assist with monthly proclamations; staff is also working to assist with supporting proclamations.
COMMUNITY OUTREACH	Community Outreach has worked through ways in which the commission could/should be directly involved with outreach in the community at events and meeting residents where they are in the community.

2023-24 WORK PLAN PRIORITIES:

Essay Contest	The essay contest subgroup would continue to
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	work to gather feedback and direction on essay contest participation from educators, while continue to determine next steps and viability of this contest.
Proclamations	The proclamations subgroup is available to support and update existing proclamation language.
RoseFest Parade	RoseFest Parade workgroup would continue to engage and reach out to BIPOC businesses and organizations to get them involved in the event. The commission is proceeding with one parade slot this year for all commissioners, although good effort was put into outreach to community groups.
Community Outreach	This workgroup is intended to identify community outreach opportunities and overall strategy for the commission; provide support to city engagement initiatives; intentionally seek underrepresented voices. The commission is working to identify opportunities to engage youth in Roseville, including the viability of the essay contest.

20

21 **FINANCIAL IMPACTS**

22 At this time there are no budget implications. Any future programming or funding requests would be
 23 brought to the City Council for review and approval.

24 **STAFF RECOMMENDATION**

25 Receive update on 2022 accomplishments and on-going 2023-24 commission work.

26 **REQUESTED COUNCIL ACTION**

27 Provide feedback on 2023 Work Plan.

28

Prepared by: Thomas Brooks, Equity and Inclusion Manager
 Attachments: A: 2023-34 Work Plan
 B: LGBTQIA+ Pride Month Proclamation_updated format

City of Roseville HRIEC 2023-24 Work Plan

The City of Roseville, MN Human Rights, Inclusion, and Engagement Commission objectives shall be to evaluate, advise, and engage with the Roseville community. Through these efforts, the commission hopes to amplify, celebrate and affirm all throughout Roseville.

	Rose Fest Parade Engagement	Proclamations Support	Youth Engagement
Goal:	To amplify and celebrate diverse cultures and groups of the Roseville community in the Rose Fest parade	- To celebrate and affirm diverse and historically underrepresented or marginalized communities in Roseville; - To acknowledge past harm or trauma and commit to a community that works for all.	- To amplify and affirm the diverse perspectives and role youth have in the future of the Roseville community; - To collaborate with schools on essay/art contest improvements or alternatives
Lead	Amanda/Jeena/Peju	Richard/Kathy/Dave	- Youth: Amanda/Peju/Jeena/Richard - Essay: Richard/Eliot/Dave
April	Amanda is working to get confirmation from KOM and Seeds of Hope for parade participation; commissioner participation needs confirmation as well	AAPL Proclamation has been edited by the commission. Committee to work on updating BHM, Human Tracking, and Hispanic Heritage.	Commission is evaluating ways to meet and engage youth during the school day. Laura is working to setup a meeting with RAS Superintendent.
May	Amanda turned in the application for the commissioner spot in the parade; now preparing for the parade; Dave is working on a possible band for the parade	Pride Month proclamation is being edited and up next for June; commission to discuss at joint meeting	Amanda did a quick presentation on engagement mission, vision, values. Commission to continue attending events, outreach to schools, and Elliot is building a community resource list.
June			
July			
August			
September			
October			
November			
December			
January			
February			
March			



LGBTQIA+ Pride Month June 2023

The City of Roseville is committed to treating all people with fairness and respect. Recognizing that these qualities have often historically not been present in relationships with members of the LGBTQIA+ (Lesbian, Gay, Bisexual, Transgender, Queer, Questioning, Intersex, Ally, + symbolizing the inclusion of all identities) community, Roseville once again joins many communities across the nation in setting aside the month of June to focus specifically on strengthening and improving these relationships.

The City of Roseville recognizes that:

- LGBTQIA+ people, as the rainbow flag symbolizes, come from every group, religion, ethnicity, age, occupation, ability/disability, size, and shape.
- Members of the Roseville LGBTQIA+ community have always served as valuable members of our country in every capacity as homeowners, taxpayers, members of the military, business owners, parents, and employees.
- LGBTQIA+ residents have enriched the diverse community of Roseville through their participation in city government, the arts, religious and civil institutions, educational and community organizations.

The City of Roseville celebrates previous actions taken towards more healthy relationships with members of the LGBTQIA+ community.

- In 1993, Minnesota became the first state in the nation to outlaw both sexual orientation and gender discrimination in the fields of employment, housing, and public accommodations.
- In 2013, the state of Minnesota legalized same-sex marriage.
- In 2021, the City of Roseville became the 9th municipality in Minnesota to ban the practice of conversion therapy on LGBTQIA+ youth and vulnerable adults, a practice now also banned by the State of Minnesota.

With this proclamation, the City of Roseville renews its commitment:

- to promoting full inclusion and equality for every resident of our great city.

- to the protection of all Roseville residents from bullying, harassment, discrimination, and health disparities.
- to conveying a clear message that intolerance is not welcome in our community.
- to the support of LGBTQIA+ community allies, including the Roseville Area High School student groups which provide support and encouragement to Roseville youth with the assistance of School District staff and administration.

Finally, the City of Roseville encourages all Roseville residents to make special efforts during this LGBTQIA+ Pride Month to renew, deepen, and strengthen healthy and respectful relationships with individuals and groups associated with the LGBTQIA+ community.

Therefore, Be It Resolved that the City Council hereby declares June 2023 to be LGBTQIA+ Pride Month in the City of Roseville, County of Ramsey, State of Minnesota, U.S.A.

In Witness Whereof, I have hereunto set my hand and caused the Seal of the City of Roseville to be affixed this 22nd day of May, 2023.

Mayor Daniel J. Roe

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.a

Department Approval

Michelle Littrick

City Manager Approval

Sam J. Truog

Item Description: Approval of Payments

BACKGROUND

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

Check Series #	Amount
ACH Payments	\$1,861,884.00
106478-106572	\$689,404.76
Total	\$2,551,288.76

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

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

Staff recommends approval of all payment of claims.

REQUESTED COUNCIL ACTION

Motion to approve the payment of claims as submitted

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

Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 05/16/2023 - 1:57PM
 Date Range: 05/03/2023 - 05/16/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 00 General Function				
0	David R. Cantu-Non Bank	Benefit Reimbursements April	05/12/2023	13,448.84
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	6,102.62
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	89,163.30
Total for Department: 00 General Function				108,714.76
Department: 01 General Government				
0	Amazon.com- CC	Coloring Books Wellness Event	05/12/2023	114.91
0	American Mailing Machines-Non Bank	Postage	05/12/2023	3,000.00
0	Background Investigation Bureau - CC	Background Checks	05/11/2023	29.76
0	Dialog-CC	Document Translation	05/12/2023	263.75
0	Electro Watchman, Inc.	Labor/Travel Time	05/10/2023	207.50
0	Envisio Solutions, Inc.	Yearly Subscription	05/03/2023	20,000.00
0	Fikes, Inc.	Restroom Supplies	05/03/2023	407.60
0	Frattallones-CC	Garage Supplies	05/12/2023	8.35
0	GFOA- CC	BAP Submission Fee	05/12/2023	445.00
0	Greenhaven Printing	Shannon Prather Business Cards	05/03/2023	71.30
0	Harbor Freight Tools-CC	Retract Cord Reel	05/12/2023	44.98
0	Homegoods-CC	Markers for wellness event	05/11/2023	51.49
0	League of MN Cities-CC	2023 City Day on the Hill	05/11/2023	250.00
0	Lunds & Byerlys-CC	Cookies for Commission Interviews	05/11/2023	27.90
0	McGough Property Management, LLC	Facility Mgmt Service/Truck Charge	05/10/2023	4,715.70
0	Menards-CC	Storage Bin	05/12/2023	10.35
0	MN GFOA-CC	BAP Submission Fee	05/12/2023	70.00
0	MNSHRM-CC	MNSHRM State Conference Registrat	05/12/2023	800.00
0	Nitti Sanitation-CC	March Service	05/11/2023	776.11
0	Northern Tool & Equip- CC	3/8 NPT-M X 3/8 NPT-F SS	05/11/2023	26.77
0	Office Depot- CC	Calendar	05/11/2023	187.40
0	Parking Ramp-CC	Parking at LMC Legislative Day	05/11/2023	6.00
0	Plaza Parking-CC	Parking	05/12/2023	12.00
0	Quickbooks-CC	RVA's Quickbooks Subscription	05/11/2023	319.00
0	Sam's Club-CC	Volunteer Event Supplies	05/12/2023	132.54
0	SHRM-CC	Yer Vue Membership	05/12/2023	244.00
0	Suburban Ace Hardware-CC	Parts for broken hose reel	05/11/2023	86.92
0	Suburban Ace Hardware-CC	Mounting Tape	05/12/2023	91.29
0	Target- CC	Volunteer Snacks - Tapping Time	05/12/2023	70.98
0	Time Saver Off Site Secretarial, Inc.	Meeting Minutes	05/03/2023	514.75
0	Time Saver Off Site Secretarial, Inc.	April 2023 Meetings	05/10/2023	894.75
0	US Bank-Non Bank	March 2023 Terminal Charges	05/12/2023	2.90
0	Volgistics-CC	Volunteer Database	05/11/2023	234.00
0	Winkin Rooster-CC	Lunch w/ Mayor	05/11/2023	20.19
0	Yer Vue	Wellness	05/03/2023	103.96
106478	Adam's Soul to Go	DEI Training - Catering	05/03/2023	1,196.50
106489	Huebsch, Inc.	Floor Mats	05/03/2023	860.80
106494	NFP Insurance Services, Inc.	Bswift Fee April 2023	05/03/2023	683.40
106519	Catch Your Dream Consulting	DEI Training - Facilitation	05/10/2023	8,750.00
106524	CivicPlus LLC	Website Updates beginning 4/25/23	05/10/2023	4,416.26
106525	David R. Cantu	May 2023 Billings	05/10/2023	426.50
106526	Davis Lock & Safe Inc	Keys	05/10/2023	39.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
106543	Kennedy & Graven, Chartered	Retainer and Expenses through Mar 31	05/10/2023	16,142.68
106544	Linn Building Maintenance	General Cleaning for the month of Ma	05/10/2023	8,626.00
106545	Metropolitan Courier Corp.	Service for the month of April 2023	05/10/2023	786.39
106572	Zan Associates	RSVL Community Visioning Services	05/10/2023	2,591.10
Total for Department: 01 General Government				78,761.28
Department: 02 Public Safety				
0	Amazon.com- CC	Batteries	05/11/2023	1,190.22
0	Amazon.com- CC	Batteries, Tape	05/12/2023	630.43
0	American Heart Assoc. Shop CPR-CC	ACLS Instructor Package/Videos/Man	05/12/2023	413.88
0	Andrew Koehler	Reimbursement for Uniform Alteration	05/10/2023	62.00
0	BCA-CC	Training Courses - Brake	05/11/2023	500.00
0	Canal Park Brewing-CC	Meal - Conference	05/12/2023	29.23
0	Carbones Pizza-CC	Training Meal - Pitzl, Reski, Walker	05/11/2023	79.75
0	Caribou Coffee- CC	Coffee	05/11/2023	23.18
0	Caribou Coffee- CC	Training Meal	05/12/2023	31.65
0	Chipotle- CC	Training Meal	05/12/2023	106.34
0	Colorado Drone Chargers-CC	DJI Mavic 2 PRCs Elite	05/12/2023	795.00
0	Costco-CC	PD Wellness Family Event	05/11/2023	131.95
0	DECC Duluth-CC	Parking - Conference	05/12/2023	10.00
0	DJI.com-CC	A. Koehler - Battery	05/12/2023	409.92
0	Elite K9-CC	K9 Supplies	05/12/2023	120.66
0	Emergency Automotive Tech Inc	Foam Sheeting	05/10/2023	199.36
0	Evident Inc-CC	Lined quart & gallon cans	05/12/2023	149.29
0	Fed Ex-CC	Shipping	05/12/2023	15.84
0	Galls Inc-CC	Radio Earpiece	05/11/2023	35.99
0	Grandmas Saloon-CC	Meal - Conference	05/12/2023	24.08
0	Hampton Inn-CC	Hotel - Conference	05/12/2023	469.22
0	Holiday-CC	Gas - Conference	05/12/2023	63.43
0	Home Depot- CC	Base Molding	05/11/2023	86.68
0	Jersey Mikes Subs-CC	Training Lunch	05/11/2023	31.06
0	Jersey Mikes Subs-CC	Training Meal	05/12/2023	47.69
0	License Center-Non Bank	Registration for 2021 Durango PD Vet	05/12/2023	14.25
0	Little Angies-CC	Meal - Conference	05/12/2023	47.00
0	Little Venetian-CC	PD Wellness Family Night	05/11/2023	463.47
0	Lunds & Byerlys-CC	Groceries	05/11/2023	38.35
0	MAPET-CC	MAPET Conference - Thorson	05/11/2023	200.00
0	Masa Consulting, Inc.	Mental Health Services April 2023	05/03/2023	1,800.00
0	Metro-INET Non Bank	PD Adobe Acrobat	05/12/2023	65.00
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	2,160.04
0	MN Chiefs of Police-CC	Conference - Joe Adams	05/11/2023	1,243.00
0	MN Chiefs of Police-CC	Membership Dues - Engh	05/12/2023	1,501.00
0	MN CIT-CC	Training Course - Elizabeth Peterson	05/11/2023	900.00
0	MN State Colleges-CC	Fire Officer Class - Chris Dubay	05/12/2023	575.00
0	Modern.Icon-K9.Gear-CC	Replace Ramsey County K9 Leash	05/11/2023	47.39
0	Motel 6 - CC	Motel Room	05/11/2023	289.06
0	Natl Registry of EMT's-CC	EMT Recertification Fee	05/11/2023	50.00
0	Natl Registry of EMT's-CC	EMT Recertification	05/12/2023	25.00
0	Nitti Sanitation-CC	March Service	05/11/2023	230.74
0	Onsite Apparel-CC	Uniforms - Amy Cuddihy	05/12/2023	185.25
0	Panera Bread-CC	Officer Hiring Panel Lunches	05/11/2023	69.72
0	Parking Ramp-CC	Parking in Mankato	05/11/2023	10.00
0	Parking Ramp-CC	Parking - PD Mpls Job Fair	05/12/2023	13.00
0	PLEAA-CC	PLEAA Membership for Kelly Robert	05/12/2023	36.05
0	Police Executive Research-CC	Membership Renewal	05/11/2023	200.00
0	Precision Detail - CC	Squad Cleaning	05/12/2023	120.00
0	Ramsey County-CC	Environmental Health License PD	05/12/2023	92.00
0	Royal Canin-CC	K9 Food	05/12/2023	380.02
0	Ryan Duxbury	Lodging Reimbursement for Training	05/10/2023	220.74
0	Safe Life Defense-CC	Allan Yang - Vest	05/11/2023	217.93
0	Star Tribune-CC	Subscription Renew	05/11/2023	98.54
0	Storm Training-CC	Training Course - A. Koehler	05/12/2023	899.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	Streicher's	Holster	05/10/2023	476.95
0	Suburban Ace Hardware-CC	Supplies	05/11/2023	13.57
0	Suburban Ace Hardware-CC	Tarp	05/12/2023	100.43
0	Uline-CC	Zip Ties	05/11/2023	85.31
0	Uline-CC	5 gal Steel Pails	05/12/2023	142.87
0	Verizon-CC	Cell Phone Equipment	05/11/2023	88.56
0	Vista Print-CC	Door Hangars	05/12/2023	191.98
0	Walmart-CC	Clothing	05/11/2023	19.96
0	Xcel Energy	May Xcel Billings	05/10/2023	4,506.27
106486	Circle K Stores Inc.	Car Washes April 2023	05/03/2023	58.50
106488	Grainger Inc	Double Sided VHB Foam Tape	05/03/2023	171.50
106511	American Flagpole & Flag Co.	Flagpole Supplies & Bucket Truck Ser	05/10/2023	399.42
106514	Aspen Mills Inc.	Uniform Pants	05/10/2023	349.93
106517	Caliber Collision	Vehicle Repairs 2018 MITS Outlander	05/10/2023	3,785.66
106528	Defense Technology Corp. of America	Impact Munitions Instructor	05/10/2023	325.00
106539	Jared Nixon	Money Laundering - Sean Mooney	05/10/2023	180.00
106544	Linn Building Maintenance	General Cleaning for the month of Ma	05/10/2023	1,400.00
106546	Mid-States Organized Crime Informati	Membership Fee 2023	05/10/2023	250.00
106548	MN Fire Service Certification Board	Haz Mat Operations Class - Doucot/H	05/10/2023	357.00
106566	TransUnion Risk and Alternative	April 2023 Billing	05/10/2023	298.20
106569	Verizon	PD Phones Mar 9- Apr 8 2023	05/10/2023	3,220.28
Total for Department: 02 Public Safety				34,269.79
Department: 03 Public Works				
0	Amazon.com- CC	Snow Traction Cleats-12 pair	05/11/2023	219.32
0	Amazon.com- CC	Cell Phone Case/Charger/Screen Prote	05/12/2023	440.80
0	Apple-CC	iCloud Storage	05/12/2023	1.98
0	Best Buy-CC	Phone Case	05/12/2023	178.16
0	Factory Motor Parts, Co.	CCA800 RC170	05/03/2023	162.71
0	Factory Motor Parts, Co.	Suspension Ball Joint	05/10/2023	50.37
0	FleetPride	Repair two cylinders.	05/03/2023	1,706.69
0	Home Depot- CC	Chainsaw	05/11/2023	462.89
0	Home Depot- CC	Mail Box Supplies	05/12/2023	162.44
0	MacQueen Equipment	Equipment/Parts	05/03/2023	1,298.04
0	MacQueen Equipment	Belt - Chevron	05/10/2023	5,057.09
0	Mansfield Oil Company of Gainesville,	Dyed B20 ULS2 Clean 365 Fuel	05/10/2023	14,111.43
0	Menards-CC	PVC, Wood, Supplies	05/12/2023	402.71
0	MN Dept of Revenue-Non Bank	March 2023 Fuel Tax	05/12/2023	379.05
0	MN State Colleges-CC	MN Commercial Vehicle Re-Certificia	05/11/2023	355.00
0	Northern Tool & Equip- CC	Electric Trailer Jack, Tape Measure, R	05/12/2023	316.94
0	Premium Waters Inc	Monthly Charge, May 2023	05/10/2023	5.33
0	Snap On-CC	Pliers	05/11/2023	214.00
0	Snap On-CC	Tools for Shop	05/12/2023	307.00
0	Suburban Ace Hardware-CC	Fastners	05/11/2023	18.80
0	Suburban Ace Hardware-CC	Pliers	05/12/2023	118.37
0	T Mobile-CC	Pub Works Phones	05/12/2023	128.96
0	Target- CC	Office supplies	05/12/2023	45.47
0	Verizon-CC	Engineering/Pub Works Phones	05/12/2023	226.19
0	Xcel Energy	May Xcel Billings	05/10/2023	14,321.26
106480	Allstate Peterbilt of South St. Paul	Filter	05/03/2023	8.72
106481	Astleford International	Engine Repair, Battery Replacement	05/03/2023	3,096.03
106485	Cintas Corporation	Uniforms	05/03/2023	79.24
106490	Jeff Belzers Roseville Chrysler Dodge	Replaced Condenser, Replaced Both Ic	05/03/2023	2,674.09
106491	Liberty Tire Services, LLC	Tire Removal	05/03/2023	507.97
106496	Precision Landscape & Tree,Inc	Tree Work on S side of Capital View A	05/03/2023	2,500.00
106498	Rosedale Chevrolet	Key	05/03/2023	108.73
106504	Suburban Tire Wholesale, Inc.	Tires	05/03/2023	6,513.54
106510	Allstate Peterbilt of South St. Paul	Air Filters	05/10/2023	80.92
106513	APWA-Membership	Member ID 9483 Renewal 8/1/23 - 7/3	05/10/2023	1,432.50
106515	Boyer Ford Trucks, Inc.	Cooling System Repairs	05/10/2023	759.35
106521	CES Imaging	SSP Minimum Canon TX3000MFP	05/10/2023	40.00
106522	Cintas Corporation	Clothing	05/10/2023	39.62

Check No.	Vendor/Employee	Transaction Description	Date	Amount
106540	Jeff Belzers Roseville Chrysler Dodge	Hose - Heater	05/10/2023	75.75
106550	Newman Signs, Inc.	Signs	05/10/2023	399.43
106557	Precise MRM, LLC	10MB Flat Data Plan	05/10/2023	768.00
106558	Ramsey County	Ramsey County Fleet Support Fee Apr	05/10/2023	102.96
Total for Department: 03 Public Works				59,877.85
Total for Fund:100 General Fund				281,623.68

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 General Fund Donations				
Department: 02 Public Safety				
0	Clark County Clerk-CC	Donation - Marriage Certificate	05/11/2023	21.65
0	Target- CC	Grocery - Donation	05/11/2023	39.12
0	Target- CC	Air Mattress - Homeless Outreach	05/12/2023	53.68
0	Uber-CC	Homeless Outreach Donation	05/11/2023	37.50
0	Walgreens-CC	Donations (general) - RX	05/12/2023	13.35
Total for Department: 02 Public Safety				165.30
Total for Fund:101 General Fund Donations				165.30

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contracted Engineering Svcs				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	95.15
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	957.70
0	Short Elliott Hendrickson, Inc.	Verizon C-Band LTE @ Civic Center I	05/03/2023	904.22
106543	Kennedy & Graven, Chartered	Cellular Leases through Mar 31, 2023	05/10/2023	1,306.25
Total for Department: 00 General Function				3,263.32
Department: 03 Public Works				
0	T Mobile-CC	Pub Works Phones	05/12/2023	10.84
0	US Bank-Non Bank	March 2023 Terminal Charges	05/12/2023	649.14
Total for Department: 03 Public Works				659.98
Total for Fund:103 Contracted Engineering Svcs				3,923.30

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 109 Information Technology				
Department: 01 General Government				
0	Metro-INET Non Bank	April IT Services	05/12/2023	71,328.00
Total for Department: 01 General Government				71,328.00
Total for Fund:109 Information Technology				71,328.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	100.18
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	2,120.27
Total for Department: 00 General Function				2,220.45
Department: 01 General Government				
0	Adobe System-CC	Adobe Design	05/12/2023	29.99
0	Amazon.com- CC	Snap-fit windscreen for MX412/MX41	05/11/2023	42.96
0	MAGC-CC	Northern Lights Awards Entries	05/12/2023	190.00
0	Mailchimp-CC	Standard Plan and additional contact b	05/11/2023	78.50
0	North Suburban Access Corp.	2023 Mar Monthly Municipal Meeting	05/10/2023	6,310.45
0	Pioneer Press-CC	No Invoice	05/11/2023	17.20
0	Shutterstock-CC	365 day images on demand w/ 5 stanc	05/11/2023	49.00
106553	North Suburban Comm Commission	Q2 2023 City Contribution to the NSC	05/10/2023	48,897.79
106569	Verizon	PD Phones Mar 9- Apr 8 2023	05/10/2023	87.64
Total for Department: 01 General Government				55,703.53
Total for Fund:110 Telecommunications				57,923.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 111 IT: Roseville Capital				
Department: 01 General Government				
106530	Dell Marketing, L.P.	Laptop Charging Cord - Shannon Pratl	05/10/2023	12,142.66
Total for Department: 01 General Government				12,142.66
Total for Fund:111 IT: Roseville Capital				12,142.66

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 112 IT: Other Agency Operational				
Department: 00 General Function				
0	Metro-INET Non Bank	Fund Balance Transfer to Metro-INET	05/12/2023	800,210.91
Total for Department: 00 General Function				800,210.91
Department: 01 General Government				
0	Metro-INET Non Bank	Ramsey County Library April Billing	05/12/2023	1,075.00
Total for Department: 01 General Government				1,075.00
Total for Fund:112 IT: Other Agency Operational				801,285.91

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 113 IT: Other Agency Capital				
Department: 00				
0	Metro-INET Non Bank	Fund Balance Transfer to Metro-INET	05/12/2023	246,168.29
Total for Department: 00				246,168.29
Total for Fund:113 IT: Other Agency Capital				246,168.29

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 114 IT: Inventory - ALL				
Department: 00				
0	Metro-INET Non Bank	Fund Balance Transfer to Metro-INET	05/12/2023	92.75
Total for Department: 00				92.75
Department: 01				
0	Metro-INET Non Bank	Fund Balance Transfer to Metro-INET	05/12/2023	-7,726.16
Total for Department: 01				-7,726.16
Total for Fund:114 IT: Inventory - ALL				-7,633.41

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	452.30
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	12,848.89
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - March	05/12/2023	5,198.98
Total for Department: 00 General Function				18,500.17
Department: 04 Recreation				
0	Amazon.com- CC	Office Supplies	05/11/2023	299.74
0	Amazon.com- CC	Colored Paper	05/12/2023	13.73
0	Atsuko Johnson	Baby & Me Hula Mar 8-29, Hula Mar	05/10/2023	315.00
0	Becker Arena Products-CC	Past Due Invoices 608046, 607992, 60	05/12/2023	545.11
0	Best Buy-CC	Office Chair	05/12/2023	161.05
0	City of Shoreview-CC	Spring Break Camp	05/12/2023	67.00
0	Coborn's-CC	Sweetheart Dance Supplies	05/11/2023	68.66
0	Cody Shawbold	Mileage Reimbursement 4/1 to 4/30/23	05/10/2023	78.57
0	Comcast-CC	Sandcastle Park Services from 2/26-3/2	05/11/2023	289.44
0	Comcast-CC	Comcast Services Autumn Grove Park	05/12/2023	303.34
0	Costco-CC	Program Supplies	05/12/2023	55.01
0	Cub Foods- CC	Beverages	05/12/2023	60.88
0	Electric Motor Repair- CC	Browning P Var. 2GR 1x3/8, BA 7.5H	05/11/2023	1,887.55
0	Elizabeth Fletcher	Gentle Yoga Session Apr 3-17	05/10/2023	128.00
0	Facebook-CC	Event Ad	05/12/2023	50.00
0	Fleet Farm-CC	Boots	05/11/2023	43.49
0	Fleet Farm-CC	Tapping Time Supplies	05/12/2023	24.63
0	Frattallones-CC	Tubing	05/11/2023	19.24
0	Greg Fryer-CC	Dasher Board Ad	05/12/2023	230.00
0	Hannah Dunn	Mileage Reimbursement 4/1 - 4/23/23	05/10/2023	37.34
0	Home Depot- CC	Shopvac tools/filter	05/12/2023	141.52
0	HSEM-CC	Hazardous Materials Respons Act Fee	05/11/2023	102.15
0	JoAnn Fabrics-CC	Program Supplies	05/12/2023	10.70
0	Josh Thygesen	Mileage reimbursement 1/3 - 3/31/23	05/03/2023	115.54
0	Lois Cunningham	Thursday Chair Yoga Session Mar 2 - .	05/10/2023	302.40
0	Lunds & Byerlys-CC	Sweetheart Dance Supplies	05/11/2023	83.91
0	Lunds & Byerlys-CC	Program Supplies	05/12/2023	91.53
0	Michaels-CC	Pom-poms	05/11/2023	2.67
0	MIDC Enterprises- CC		05/12/2023	15.15
0	Nitti Sanitation-CC	March Service	05/11/2023	566.34
0	Office Depot- CC	Envelopes	05/12/2023	93.83
0	PetSmart-CC	Animal food	05/11/2023	5.36
0	Quill Corp-CC	Glass cleaner	05/11/2023	140.65
0	Revolution Dancewear-CC	Dance Costumes	05/11/2023	408.65
0	Revolution Dancewear-CC	Dance Costumes	05/12/2023	173.85
0	Scott Breuer	Mileage Reimbursement 3/2 - 3/23/23	05/03/2023	67.73
0	Scott Breuer	Mileage Reimbursement for April 2023	05/10/2023	40.48
0	Snake Discovery-CC	Spring Break Camp	05/12/2023	92.00
0	Staples-CC	Office Supplies	05/12/2023	231.37
0	Suburban Ace Hardware-CC	Fasteners	05/12/2023	10.19
0	Taho Sportswear, Inc.	Volleyball Championship Shirts	05/10/2023	1,006.00
0	Target- CC	Dance Costumes	05/11/2023	125.78
0	Target- CC	Cleaning supplies	05/12/2023	7.49
0	UPS Store- CC	Shipping	05/11/2023	59.59
0	UPS Store- CC	Shipping	05/12/2023	37.22
0	Walmart-CC	Program Supplies	05/12/2023	7.37
0	Weissman's Design-CC	Dance Costumes	05/11/2023	1,697.41
0	Weissman's Design-CC	Skate Costumes	05/12/2023	386.00
0	When I Work-CC	Small business Plan - 45 employee sea	05/12/2023	90.00
0	Willie McCray	Softball Umpires 5/1 - 5/7/23	05/10/2023	6,988.00
106487	Amanda Dalsted	Reimbursement for Band Fix	05/03/2023	380.25
106508	AARP Driver Safety Program	AARP Driver Safety Refresher Course	05/10/2023	190.00
106541	Charlotte Josephson	AARP Smart Driver Refresher Course	05/10/2023	25.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
106544	Linn Building Maintenance	General Cleaning for the month of Ma	05/10/2023	3,140.00
106551	Bob Nielsen	Drive own van/supervise loading & un	05/10/2023	45.00
106555	On Site Companies-OSSTC	Portables 4/17 - 5/12/23	05/10/2023	234.37
106560	Roseville Area Schools Community Ed	RPR - Dance Recital	05/10/2023	2,304.00
106563	St. Anthony-New Brighton Comm. Svc	Winona Trip 4/25	05/10/2023	1,135.06
106565	Donna Steinwand	Refund for damage deposit - Banquet l	05/10/2023	100.00
Total for Department: 04 Recreation				25,332.34
Total for Fund:200 Recreation Fund				43,832.51

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 202 Park Dedication Fund				
Department: 04 Recreation				
106559	Ramsey County Prop Rec & Rev	Midland Legacy Estate 2023 Property	05/10/2023	582.00
Total for Department: 04 Recreation				582.00
Total for Fund:202 Park Dedication Fund				582.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	307.18
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	6,821.67
Total for Department: 00 General Function				7,128.85
Department: 04 Recreation				
0	Amazon.com- CC	Baby Changing Station	05/11/2023	354.34
0	Batteries Plus-CC	Batteries	05/11/2023	79.40
0	Batteries Plus-CC	Custom Battery Pack	05/12/2023	134.91
0	Becker Arena Products-CC	Past Due Invoice 606905	05/12/2023	124.38
0	Davis Lock & Safe-CC	Non Profit x4	05/11/2023	1.00
0	Fastenal-CC	Batteries	05/11/2023	215.53
0	Frattallones-CC	Connector, Valve	05/11/2023	41.98
0	Menards-CC	LED Bulbs	05/12/2023	319.17
0	Microsoft-CC	Fraudulent Purchase	05/12/2023	150.30
0	Nitti Sanitation-CC	March Service	05/11/2023	1,061.95
0	Signarama-CC	Restroom Signs	05/12/2023	87.00
0	Speedway-CC	Gas	05/12/2023	37.07
0	Suburban Ace Hardware-CC	Plug Ground PVC	05/11/2023	79.37
0	SupplyHouse.com-CC	G2 Button Cover Assembly w/ Screws	05/11/2023	36.29
106544	Linn Building Maintenance	General Cleaning for the month of Ma	05/10/2023	325.00
106555	On Site Companies-OSSTC	Portables 4/17 - 5/12/23	05/10/2023	65.93
106569	Verizon	Phones Mar 27- Apr 26 2023	05/10/2023	390.51
Total for Department: 04 Recreation				3,504.13
Total for Fund:204 P & R Contract Maintenance				10,632.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 221 Municipal Jazz Band				
Department: 04 Recreation				
0	Glen Newton	RSVL Big Band Director - Monthly P	05/10/2023	250.00
Total for Department: 04 Recreation				250.00
Total for Fund:221 Municipal Jazz Band				250.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	608.97
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	7,369.79
0	Mn Dept of Labor-CC	Building Permit Surcharge	05/11/2023	2,185.10
106543	Kennedy & Graven, Chartered	Services and Disbursements through M	05/10/2023	200.00
Total for Department: 00 General Function				10,363.86
Department: 02 Public Safety				
0	Amazon.com- CC	Flashlights	05/11/2023	180.96
0	Amazon.com- CC	White Board markers/eraser	05/12/2023	645.44
0	EventBrite-CC	MBPTA Membership - Dave Englund	05/12/2023	108.55
0	Mn Dept of Labor-CC	Registration/license fee	05/12/2023	195.00
0	T Mobile-CC	Inspector Cell Phones	05/11/2023	281.14
0	Tokle Inspections, Inc.	April Electrical Inspections	05/10/2023	15,217.24
0	US Bank-Non Bank	March 2023 Terminal Charges	05/12/2023	2,838.58
106516	Mike Bunnell	Project #GII2304-102 Plan Review of	05/10/2023	3,465.00
106569	Verizon	Phones Mar 27- Apr 26 2023	05/10/2023	51.87
Total for Department: 02 Public Safety				22,983.78
Department: 10 Community Development				
0	American Planning Assoc-CC	Membership	05/11/2023	599.00
0	Time Saver Off Site Secretarial, Inc.	Meeting Minutes	05/03/2023	159.00
106479	AE Sign Systems, Inc.	Council Nameplates	05/03/2023	104.00
Total for Department: 10 Community Development				862.00
Total for Fund:260 Community Development				34,209.64

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	501.22
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	11,884.73
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - March	05/12/2023	1,797.35
Total for Department: 00 General Function				14,183.30
Department: 01 General Government				
0	Alex Frederick	Mileage Reimbursement 4/7 - 4/27/23	05/10/2023	61.57
0	Amazon.com- CC	Brillo Scrubbers	05/11/2023	30.46
0	Fikes, Inc.	Restroom Supplies	05/03/2023	101.90
0	Full Slate-CC	Monthly Renewal of Unlimited Appoi	05/11/2023	49.95
0	Imaging Spectrum-CC	Photo Paper	05/11/2023	1,796.08
0	League of MN Cities-CC	Workshop - Mary Dracy	05/12/2023	40.00
0	McGough Property Management, LLC	Facility Mgmt Service/Truck Charge	05/10/2023	643.05
0	SPS Works-CC	US Dept of State	05/12/2023	52.94
0	USPS-CC	Postage	05/11/2023	1,258.35
0	USPS-CC	Postage	05/12/2023	1,383.39
0	Yale Mechanical	Heat Repair at Dance Studio	05/03/2023	1,462.54
106484	CenturyLink	Account #651 766-4616	05/03/2023	115.44
106489	Huebsch, Inc.	Floor Mats	05/03/2023	554.10
106500	Shred-N-Go, Inc.	License Center Services	05/03/2023	131.89
106544	Linn Building Maintenance	General Cleaning for the month of Ma	05/10/2023	880.00
Total for Department: 01 General Government				8,561.66
Total for Fund:265 License Center				22,744.96

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charitable Gambling				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	3.75
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	60.25
Total for Department: 00 General Function				64.00
Total for Fund:270 Charitable Gambling				64.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 282				
Department: 01				
0	Conference Technologies, Inc	Barco CLICKSHARE CX-20 Set US	05/10/2023	4,200.00
106483	CDW Government, Inc.	Polycom Studio AUD/VID USB Soun	05/03/2023	1,933.84
106520	CDW Government, Inc.	Polycom Studio Aud/Vid USB Soundt	05/10/2023	901.55
Total for Department: 01				7,035.39
Total for Fund:282				7,035.39

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	7.40
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	96.88
Total for Department: 00 General Function				104.28
Department: 02 Public Safety				
106569	Verizon	PD Phones Mar 9- Apr 8 2023	05/10/2023	50.75
Total for Department: 02 Public Safety				50.75
Total for Fund:290 Police Forfeiture Fund				155.03

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 294 Police - DWI Enforcement				
Department: 02 Public Safety				
0	Ancom Technical Center	Radio Batteries	05/10/2023	212.00
0	Brownells- CC	Rirearm Replacement Lights	05/12/2023	787.34
0	North Georgia Communications - CC	Shoulder Microphones	05/12/2023	145.00
0	Optics Planet-CC	Rifle Parts	05/12/2023	473.92
106509	Aimpoint Inc.	Patrol Rifle Optic	05/10/2023	4,209.80
106549	Motorola Solutions, Inc.	Radio Batteries	05/10/2023	560.00
106562	SOS Office Furniture	Office Furniture/Worksurface	05/10/2023	416.10
Total for Department: 02 Public Safety				6,804.16
Total for Fund:294 Police - DWI Enforcement				6,804.16

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Vehicle Revolving				
Department: 02 Public Safety				
106532	Dodge of Burnsville, Inc.	2023 Dogde Charger Vin# 2C3CDXK6	05/10/2023	35,595.00
Total for Department: 02 Public Safety				35,595.00
Total for Fund:400 Police Vehicle Revolving				35,595.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vehicles Revolving				
Department: 02 Public Safety				
0	Amazon.com- CC	Marbles	05/12/2023	173.20
0	Black Diamond-CC	Window Tinting 2023 Tahoe	05/12/2023	928.00
0	CMC Rescue Inc.-CC	LEVR BT Escape System	05/11/2023	310.00
0	Defender Supply-CC	CIP Response Vehicle	05/11/2023	102.00
0	Emergency Automotive Tech Inc	Chevy Tahoe Vehicle Build	05/03/2023	19,193.58
0	GetAC-CC	Car power cable and thermal brake	05/12/2023	48.00
0	Home Depot- CC	Rustolium	05/12/2023	83.84
0	Magneticmic.com-CC	2023 CIP	05/12/2023	34.48
0	PayPal-CC	Flow Chevrolet	05/11/2023	63.25
0	PayPal-CC	Liftgate Stuts	05/12/2023	106.76
0	Rough Country-CC	2 in Lift Kit Chevy Tahoe	05/11/2023	197.91
0	Valor Outfitters-CC	Docking Stations, CIP Vehicle IT Equi	05/11/2023	987.54
Total for Department: 02 Public Safety				22,228.56
Total for Fund:401 Fire Vehicles Revolving				22,228.56

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 405 Admin Equipment Revolving				
Department: 01				
0	Amazon.com- CC	Lactation Room Equipment	05/12/2023	24.21
0	Homegoods-CC	Lactation Room Equipment	05/12/2023	113.68
0	Target- CC	Lactation Room Equipment	05/12/2023	2,308.88
Total for Department: 01				2,446.77
Total for Fund:405 Admin Equipment Revolving				2,446.77

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 409 Central Svcs Equip Revolving				
Department: 01 General Government				
106529	Definitive Technology Solution, Inc.	Printer/Copier Lease	05/10/2023	3,134.05
Total for Department: 01 General Government				3,134.05
Total for Fund:409 Central Svcs Equip Revolving				3,134.05

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Building Improvements				
Department: 01 General Government				
0	Electro Watchman, Inc.	Add 3 doors of access control to existi	05/03/2023	7,317.22
106502	SOS Office Furniture	PW Additional Workspace	05/03/2023	5,094.75
106554	Novackner Ind	Maintenance & City Hall Blinds	05/10/2023	8,244.08
106562	SOS Office Furniture	Guest Chairs, Tables, Storage Cabinet	05/10/2023	17,642.80
Total for Department: 01 General Government				38,298.85
Total for Fund:410 Building Improvements				38,298.85

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 411 Recreation Improvements				
Department: 04 Recreation				
106507	Tree Trust	Tree Removals	05/03/2023	25,216.78
Total for Department: 04 Recreation				25,216.78
Total for Fund:411 Recreation Improvements				25,216.78

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 415 Roseville-John Rose Oval Proje				
Department: 04 Recreation				
106542	Kaiser Manufacturing, Inc.	Oval Speed Skating System	05/10/2023	40,489.35
Total for Department: 04 Recreation				40,489.35
Total for Fund:415 Roseville-John Rose Oval Proje				40,489.35

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 417 Boulevard Landscaping				
Department: 03 Public Works				
0	Ramy Turf Products, LLC	Seed/Mulch/Fert	05/10/2023	1,365.25
0	Tessman Company	Preen 31#	05/10/2023	188.00
106497	Rehbeins Black Dirt	Black Dirt	05/03/2023	1,034.00
Total for Department: 03 Public Works				2,587.25
Total for Fund:417 Boulevard Landscaping				2,587.25

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 425 2719 Lexington Avenue				
Department: 01				
106543	Kennedy & Graven, Chartered	Services and Disbursements through M	05/10/2023	165.00
Total for Department: 01				165.00
Total for Fund:425 2719 Lexington Avenue				165.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 585 TIF District #17-Twin Lakes				
Department: 10 Community Development				
106543	Kennedy & Graven, Chartered	Services and Disbursements through M	05/10/2023	335.00
Total for Department: 10 Community Development				335.00
Total for Fund:585 TIF District #17-Twin Lakes				335.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	173.46
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	2,219.45
Total for Department: 00 General Function				2,392.91
Department: 05 Sanitary Sewer				
0	Amazon.com- CC	Phone Case	05/12/2023	398.51
0	Batteries Plus-CC	Bulbs	05/12/2023	8.84
0	Bluefin Payment Systems-Non Bank	March 2023 UB Payments.com Charge	05/12/2023	6,339.43
0	Darien Schifsky	Class SC Certification	05/03/2023	45.00
0	Fleet Farm-CC	Safety Pants	05/11/2023	69.99
0	Fleet Farm-CC	RR Pick Fiberglass Handle	05/12/2023	81.61
0	Gopher State One Call	551 Total Billable Tickets	05/03/2023	247.95
0	Harbor Freight Tools-CC	Tools/Accessories	05/11/2023	147.12
0	Home Depot- CC	Utilities Torch Parts	05/12/2023	13.74
0	InfoSend, Inc.	April Billings	05/10/2023	666.80
0	Metropolitan Council	Waste Water Services June 2023	05/10/2023	255,964.10
0	MN Pollution Control-CC	Refresh Class	05/12/2023	56.18
0	Northern Tool & Equip- CC	Side Mount Utility Truc/ Pliers/ Nail P	05/11/2023	433.80
0	Northern Tool & Equip- CC	Shovel	05/12/2023	50.63
0	T Mobile-CC	Pub Works Phones	05/12/2023	16.16
0	Verizon-CC	Engineering/Pub Works Phones	05/12/2023	75.02
106523	City of Lauderdale	Sewer Reimbursement - 2500 County	05/10/2023	629.16
Total for Department: 05 Sanitary Sewer				265,244.04
Total for Fund:600 Sanitary Sewer				267,636.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accou	05/10/2023	284.09
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	4,796.18
106482	JANET BUSSE	Refund Check 025753-000, 275 W CC	05/03/2023	307.89
106495	OPENDOOR	Refund Check 025810-000, 2240 MA	05/03/2023	166.79
106499	STEVE SCHUSTER	Refund Check 002784-000, 1412 ELI	05/03/2023	75.13
106505	JEROME SZENAY	Refund Check 002361-000, 2057 DA	05/03/2023	150.29
106512	HEATHER & JEFF ANDERSON	Refund Check 009640-000, 3034 WO	05/10/2023	48.39
106527	MICHELLE DAWSON	Refund Check 018044-000, 2646 MA	05/10/2023	293.22
106534	JAMES & ELIZABETH ERICKSEN	Refund Check 025388-000, 722 EME	05/10/2023	10.80
106547	SHAWN MILLER	Refund Check 023347-000, 2731 ST	05/10/2023	191.94
106552	SARAH NOLAN	Refund Check 022901-000, 1306 OA	05/10/2023	196.93
106556	CHARLES & EVELYN PALLAS	Refund Check 011845-000, 3001 SA	05/10/2023	141.27
106561	MATTHEW SIEDERG	Refund Check 020302-000, 1015 W C	05/10/2023	180.82
106570	SANDY WEST	Refund Check 021666-000, 1440 PRI	05/10/2023	184.66
106571	FAYE WILLIAMS	Refund Check 023901-000, 1821 LE	05/10/2023	117.42
Total for Department: 00 General Function				7,145.82
Department: 06 Water Fund				
0	Amazon.com- CC	Phone Case	05/12/2023	777.47
0	Best Buy-CC	Phone Case	05/12/2023	48.30
0	City of Roseville- Non Bank	March 2023 City Water Bills Due 4/28	05/12/2023	1,587.97
0	Ferguson Waterworks #2518	Operating Supplies	05/10/2023	10,230.59
0	Gopher State One Call	551 Total Billable Tickets	05/03/2023	247.95
0	InfoSend, Inc.	April Billings	05/10/2023	666.81
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - March	05/12/2023	38.37
0	MN Pollution Control-CC	Refresh Class	05/12/2023	643.54
0	Parking Ramp-CC	Parking in St. Cloud	05/11/2023	46.00
0	Safe-Fast - CC	Boots/Jacket	05/11/2023	159.86
0	T Mobile-CC	Pub Works Phones	05/12/2023	151.40
0	Verizon-CC	Engineering/Pub Works Phones	05/12/2023	156.17
106506	T Mobile	Phones/ Acct #967323231	05/03/2023	35.82
106535	Fra-Dor Inc.	River Rock	05/10/2023	489.60
106564	St. Paul Regional Water Services	April 2023 Water, Account 0709535	05/10/2023	368,153.40
106568	Valley Rich Co., Inc.	Equipment/Labor/Delivery 2227 Clev	05/10/2023	4,315.00
106569	Verizon	Phones Mar 27- Apr 26 2023	05/10/2023	280.19
Total for Department: 06 Water Fund				388,028.44
Total for Fund:610 Water Fund				395,174.26

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	210.37
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	1,090.50
0	MN Dept of Revenue-Non Bank	Sales Tax and Use - March	05/12/2023	956.30
0	Xcel Energy	May Xcel Billings	05/10/2023	-63.17
Total for Department: 00 General Function				2,194.00
Department: 07 Golf Course				
0	ECR Software-CC	Monthly POS	05/11/2023	140.21
0	ForeUP Golf Software-CC	POS Printer	05/11/2023	1,713.60
0	Home Depot- CC	Cache Hidden Aerator Keys	05/11/2023	7.48
0	Mn Dept of Labor-CC	License fee	05/12/2023	43.00
0	Nitti Sanitation-CC	March Service	05/11/2023	457.76
0	Ramsey County-CC	Hazardous Waste Generator License R	05/12/2023	92.00
0	Steven Anderson	Mileage Reimbursement 1/3 - 4/10/23	05/03/2023	77.95
0	US Bank-Non Bank	March 2023 Terminal Charges	05/12/2023	80.83
0	Xcel Energy	May Xcel Billings	05/10/2023	982.03
0	Zoro Tools-CC	Solenoid valve, for Elkay and HT	05/11/2023	75.83
106518	Chris Carpenter	Equipment Repair & Parts	05/10/2023	1,387.80
106531	DLL Finance LLC	Installment Due	05/10/2023	1,864.65
106536	Gary Carlson Equipment, Corp.	Caution Tape	05/10/2023	9.93
106537	Grainger Inc	Eye Wash Saline Concentrate	05/10/2023	52.46
106538	Dennis Guldán	Medical Refund - Tues CoRec League	05/10/2023	558.98
106567	US Bank	League Prize Money for Payouts	05/10/2023	1,000.00
Total for Department: 07 Golf Course				8,544.51
Total for Fund:620 Golf Course				10,738.51

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	178.66
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	3,358.58
Total for Department: 00 General Function				3,537.24
Department: 08 Storm Water				
0	Amazon.com- CC	Sanitizing Wipes	05/11/2023	51.93
0	Amazon.com- CC	Cell Phone Case/Charger/Screen Prote	05/12/2023	211.61
0	Best Buy-CC	Phone Supplies	05/12/2023	279.02
0	Gopher State One Call	551 Total Billable Tickets	05/03/2023	247.95
0	InfoSend, Inc.	April Billings	05/10/2023	666.81
0	Sandstrom Land Management, LLC	Clean-Outs	05/10/2023	15,727.73
0	Suburban Ace Hardware-CC	Power Equipment Parts, Spark Plug	05/12/2023	85.86
0	T Mobile-CC	Pub Works Phones	05/12/2023	73.33
0	Time Saver Off Site Secretarial, Inc.	Meeting Minutes	05/03/2023	272.25
0	Time Saver Off Site Secretarial, Inc.	April 2023 Meetings	05/10/2023	234.50
0	Verizon-CC	Engineering/Pub Works Phones	05/12/2023	56.63
0	Xcel Energy	May Xcel Billings	05/10/2023	20.17
106501	SKB Environmental, Inc.	Demolition	05/03/2023	136.64
106526	Davis Lock & Safe Inc	Keys	05/10/2023	47.50
Total for Department: 08 Storm Water				18,111.93
Total for Fund:640 Storm Drainage				21,649.17

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Solid Waste Recycle				
Department: 00 General Function				
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	20.30
Total for Department: 00 General Function				20.30
Department: 09 Recycle				
0	Eureka Recycling	Monthly Recycling Charge	05/03/2023	68,418.56
0	Zeffy-CC	Donation	05/12/2023	57.45
106533	Emerge Enterprises, Inc.	Mattress/Box Spring for Recycling	05/10/2023	525.00
Total for Department: 09 Recycle				69,001.01
Total for Fund:650 Solid Waste Recycle				69,021.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Management				
Department: 00 General Function				
0	Delta Dental Plan of Minnesota/DDMN	Claims April 2023	05/03/2023	10,140.26
Total for Department: 00 General Function				10,140.26
Total for Fund:710 Risk Management				10,140.26

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 722 HRA Property Abatement Program				
Department: 00 General Function				
106493	Montgomery Brinkman, LLC	Pothole Fix @ Burger King	05/03/2023	2,782.00
Total for Department: 00 General Function				2,782.00
Total for Fund:722 HRA Property Abatement Program				2,782.00

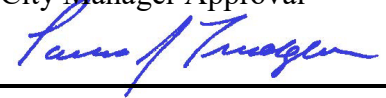
Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Golden Shovel Agency	Economic Gateway & Gatekeeper Ser	05/03/2023	1,050.00
0	LINA	Bill Reference 15688_040123, Accour	05/10/2023	54.78
0	Minnesota Healthcare Consortium - No	Health Insurance Premium for April	05/12/2023	1,263.53
0	North Suburban Access Corp.	Apr 26 Business Council Meeting	05/03/2023	200.00
0	North Suburban Access Corp.	Business Council Meeting 3/22/23	05/10/2023	200.00
106503	St. Paul Area Chamber of Commerce	St. Paul Area Chamber Services for 20	05/03/2023	5,450.00
106543	Kennedy & Graven, Chartered	Services and Disbursements through N	05/10/2023	2,193.00
Total for Department: 00				10,411.31
Total for Fund:725 EDA Operating Fund				10,411.31

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.b

Department Approval

City Manager Approval



Item Description: Approval of 2 Temporary Gambling Permits

BACKGROUND

Chapter 301 of the City Code requires all applications for business and other licenses to be submitted to the City Council for approval. The following applications are submitted for consideration:

Temporary Gambling Permit

United States Veterans Riding Club
1145 Woodhill Dr
Roseville, MN 55113

United States Veterans Riding Club is a veterans group which is holding a raffle at Roseville VFW, 1145 Woodhill Dr. on June 10, 2023.

Roseville VFW Auxiliary District 4 Post 7555
1145 Woodhill Dr
Roseville, MN 55113

Roseville VFW Auxiliary District 4 Post 7555 is a veterans group which is holding a raffle at Roseville VFW, 1145 Woodhill Dr. on July 4, 2023.

POLICY OBJECTIVE

Required by City Code

BUDGET IMPLICATIONS

The correct fees were paid to the City at the time the application(s) were made.

RACIAL EQUITY IMPACT SUMMARY

NA

STAFF RECOMMENDATION

Staff has reviewed the application(s) and has determined that the applicant(s) meet all City requirements. Staff recommends approval of the license(s).

REQUESTED COUNCIL ACTION

Motion to approve the Temporary Gambling Permit for US Veterans Riding Club and Roseville VFW Auxiliary District 4 Post 7555.

Prepared by: Katie Bruno, Deputy City Clerk

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Attachments: A: Application, US Veterans Riding Club

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B: Application, Roseville VFW Auxiliary District 4 Post 7555

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MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

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Page 1 of 4

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: United States Veterans Riding Club Previous Gambling Permit Number: X-
 Minnesota Tax ID Number, if any: Federal Employer ID Number (FEIN), if any: 01-0907448
 Mailing Address: 1145 Woodhill Drive
 City: Roseville State: MN Zip: 55113 County: Ramsey
 Name of Chief Executive Officer (CEO): Kent Emmert
 CEO Daytime Phone: (765) 891-0484 CEO Email: Kentearl62@aol.com
 (permit will be emailed to this email address unless otherwise indicated below)
 Email permit to (if other than the CEO):

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☒ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

- ☐ **A current calendar year Certificate of Good Standing**
 Don't have a copy? Obtain this certificate from:
 MN Secretary of State, Business Services Division
 60 Empire Drive, Suite 100
 St. Paul, MN 55103
 Secretary of State website, phone numbers:
www.sos.state.mn.us
 651-296-2803, or toll free 1-877-551-6767
- ☒ **IRS income tax exemption (501(c)) letter in your organization's name**
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.
- ☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**
 If your organization falls under a parent organization, attach copies of both of the following:
 1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
 2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Roseville VFW Post 7555
 Physical Address (do not use P.O. box): 1145 Woodhill Drive
 Check one:
☒ City: Roseville Zip: 55113 County: Ramsey
☐ Township: Zip: County:
 Date(s) of activity (for raffles, indicate the date of the drawing): June 10, 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city). ☐ The application is denied.	☐ The application is acknowledged with no waiting period. ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days. ☐ The application is denied.
Print City Name: _____ Signature of City Personnel: _____ Title: _____ Date: _____	Print County Name: _____ Signature of County Personnel: _____ Title: _____ Date: _____
The city or county must sign before submitting application to the Gambling Control Board.	TOWNSHIP (if required by the county) On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: *Kent E. Emmert* Date: 5/13/2023
(Signature must be CEO's signature; designee may not sign)

Print Name: Kent E. Emmert

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:
 A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- ☒ a copy of your proof of nonprofit status; and
- ☒ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
 1711 West County Road B, Suite 300 South
 Roseville, MN 55113

Questions?
 Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

11/17
Page 1 of 2

An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than \$50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be \$1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **\$100**; otherwise the fee is **\$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

ORGANIZATION INFORMATION

Organization Name: Roseville VFW Auxilliary District 4 Post 7555

Previous Gambling Permit Number: _____

Minnesota Tax ID Number, if any: _____

Federal Employer ID Number (FEIN), if any: _____

Mailing Address: 1145 Woodhill Drive

City: Roseville State: MN Zip: 55113 County: Ramsey

Name of Chief Executive Officer (CEO): Larry Lobe - Current President

CEO Daytime Phone: 612-202-8092 CEO Email: larrylobe@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO): _____

NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☒ Veterans ☐ Other Nonprofit Organization

Attach a copy of one of the following showing proof of nonprofit status:

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:

www.sos.state.mn.us

651-296-2803, or toll free 1-877-551-6767

☐ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☒ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted

(for raffles, list the site where the drawing will take place): Roseville VFW Post 7555

Physical Address (do not use P.O. box): 1145 Woodhill Dr

Check one:

☒ City: Roseville Zip: 55113 County: Ramsey

☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): July 4, 2023

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☒ Raffle

Gambling equipment for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to www.mn.gov/gcb and click on **Distributors** under the **List of Licensees** tab, or call 651-539-1900.

LG220 Application for Exempt Permit

11/17
Page 2 of 2

LOCAL UNIT OF GOVERNMENT ACKNOWLEDGMENT (required before submitting application to the Minnesota Gambling Control Board)

CITY APPROVAL for a gambling premises located within city limits

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days (60 days for a 1st class city).
- ☐ The application is denied.

Print City Name: _____

Signature of City Personnel: _____

Title: _____ Date: _____

**The city or county must sign before
submitting application to the
Gambling Control Board.**

COUNTY APPROVAL for a gambling premises located in a township

- ☐ The application is acknowledged with no waiting period.
- ☐ The application is acknowledged with a 30-day waiting period, and allows the Board to issue a permit after 30 days.
- ☐ The application is denied.

Print County Name: _____

Signature of County Personnel: _____

Title: _____ Date: _____

TOWNSHIP (if required by the county)

On behalf of the township, I acknowledge that the organization is applying for exempted gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minn. Statutes, section 349.213.)

Print Township Name: _____

Signature of Township Officer: _____

Title: _____ Date: _____

CHIEF EXECUTIVE OFFICER'S SIGNATURE (required)

The information provided in this application is complete and accurate to the best of my knowledge. I acknowledge that the financial report will be completed and returned to the Board within 30 days of the event date.

Chief Executive Officer's Signature: Larry Lobe Date: 3-27-23
(Signature must be CEO's signature; designee may not sign)

Print Name: LARRY LOBE

REQUIREMENTS

Complete a separate application for:

- all gambling conducted on two or more consecutive days; or
- all gambling conducted on one day.

Only one application is required if one or more raffle drawings are conducted on the same day.

Financial report to be completed within 30 days after the gambling activity is done:

A financial report form will be mailed with your permit. Complete and return the financial report form to the Gambling Control Board.

Your organization must keep all exempt records and reports for 3-1/2 years (Minn. Statutes, section 349.166, subd. 2(f)).

MAIL APPLICATION AND ATTACHMENTS

Mail application with:

- _____ a copy of your proof of nonprofit status; and
- _____ application fee (non-refundable). If the application is postmarked or received 30 days or more before the event, the application fee is \$100; otherwise the fee is \$150. Make check payable to **State of Minnesota**.

To: Minnesota Gambling Control Board
1711 West County Road B, Suite 300 South
Roseville, MN 55113

Questions?

Call the Licensing Section of the Gambling Control Board at 651-539-1900.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process the

application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to Board members, Board staff whose work requires access to the information; Minnesota's Depart-

ment of Public Safety; Attorney General; Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

This form will be made available in alternative format (i.e. large print, braille) upon request.

An equal opportunity employer

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.c

Department Approval

Michelle Dietrick

City Manager Approval

Samuel Truog

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

BACKGROUND

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

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

POLICY OBJECTIVE

Required under City Code 103.05.

BUDGET IMPLICATIONS

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

RACIAL EQUITY IMPACT SUMMARY

N/A

STAFF RECOMMENDATION

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

REQUESTED COUNCIL ACTION

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

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

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Public Works - Storm Water	WSB & Associates	Pond Maintenance Assessments	(a)	\$ 78,782	\$ 29,600	2023 Budget
Public Works - Water Fund	Escape Fire Protection	Flush and Inspect 430 Private Hydrants	(b)	\$ 66,795	\$ 21,500	2023 Budget

Key

- (a) Staff is requesting to contract with WSB & Associates for Engineering Services for the 2023 Pond Maintenance Project. City-wide there are 200+ storm ponds that were installed since the 1950's to meet water quality goals, reduce stormwater rate, and help manage localized flooding issues. Over time the ponds fill with sediment and the design functionality diminishes. Staff is currently prioritizing ponds to have preliminary engineering completed to quantify the material that needs to be removed and determine potential water quality improvements and estimate costs based on removals. For 2023, 10 ponds have been identified for the contractor, and they will supply the City with a survey of pond bottoms, pond inlet and outlet elevations, a maintenance memo with recommendations and estimates, and a sediment analysis.

- (b) The City of Roseville has approximately 430 private hydrants that need to be flushed and inspected each year. Normally seasonal staff would be hired to complete this work, but the City has been unable to find this help in 2023. It is being recommended that the money that was set aside for the hiring of the seasonal workers (\$16,000) plus what has been budgeted in the budget for Water Fund Professional Services in 2023.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023

Item No.: 10.d

Department Approval



City Manager Approval



Item Description: Approve Professional Services Agreement for Project 24-02, County Road B Reconstruction, Special Benefits Appraisal

BACKGROUND

County Road B from Eustis Street to Cleveland Avenue is scheduled for reconstruction in 2024. City staff intends to bring the project's feasibility study to Council this fall. As a part of the feasibility study, a preliminary assessment roll will be proposed. Per the Roseville Assessment Policy (adopted 12.12.2012) "appraisals shall be completed to determine the influence of an improvement project on the value of the properties proposing to be assessed." This is done to confirm that the dollar amounts assessed do not exceed the benefit to the property.

BRKW Appraisals, Inc. provided the City with a proposal to perform the special benefit appraisals for the thirty single family homes along Project 24-02 for the cost of \$16,000.

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

The total proposed cost of the proposal by BRKW Appraisals, Inc. is \$16,000 which would be paid out of the street replacement fund.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the Council approve the Professional Services Agreement for Project 24-02, County Road B Reconstruction, special benefits appraisal by BRKW Appraisals, Inc.

REQUESTED COUNCIL ACTION

Motion to approve the Professional Services Agreement for Project 24-02, County Road B Reconstruction, special benefits appraisal by BRKW Appraisals, Inc.

Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer

Attachments: A: Professional Services Agreement

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the _____ day of May, 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), and BRKW Appraisals, Inc., an Incorporation (the “Contractor”, each a “Party” and together the “Parties”).

- 1. Scope of Work.** The Contractor agrees to provide the professional services described in **Exhibit A** (“Work”) which is attached to this Agreement and incorporated by this reference. All Work provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.
- 2. Term and Termination.** The term of this Agreement will commence on May 29, 2023. Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2023, or upon completion of the Work, whichever occurs first. This Agreement may be terminated earlier by either Party with or without cause, by delivering, a written notice at least thirty (30) days prior to the date of such termination to the other Party. The date of termination shall be stated in the notice. Upon termination the Contractor shall be paid for services rendered and eligible reimbursable expenses incurred by the Contractor through and until the date of termination. If the City terminates this Agreement for cause, the notice shall so-state, and no further payment shall be due to the Contractor following the delivery of the termination notice.
- 3. Compensation for Work.** The City agrees to compensate Contractor the in accordance with **Exhibit A** attached hereto for the Work. Any changes in the Work which may result in an increase to the compensation due the Contractor shall require prior written approval of the City.
- 4. Method of Payment.** Following the conclusion of each calendar month, Contractor must submit an itemized invoice detailing actual hours worked and actual expenses incurred for Work performed under this Agreement during the previous month. Invoices submitted shall be paid in the same manner as other claims made to the City. Invoices shall contain the following:
 - a. For compensation based on hours worked by various individuals, for each individual, their name, job title, the number of hours worked, rate of pay and description of the Work performed. For reimbursable expenses an itemized listing including, as applicable, receipts for such expenses.
 - b. Upon request of the City, Contractor must also provide the City’s project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement.
 - c. A statement dated and signed by the Contractor: “I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid.”
- 5. Representatives and Notices:** The below-named individuals will act as the representatives of the Parties with respect to the work to be performed under this Agreement. Any termination

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

To City:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attn: Jennifer Lowry, P.E., City Engineer

To Contractor:

BRKW Appraisals, Inc.
2100 Minneapolis Avenue
Minneapolis, MN 55406
Attn: Paul Gleason, MAI, Principal

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

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

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

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

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

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

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

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

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

- a. Workers Compensation insurance in accordance with Minnesota law;
- b. Professional Liability Insurance covering any damages caused by an error, omission or any negligent act. AND/OR General Liability Coverage against claims for bodily injury, death, or property damage arising out of Contractor’s performance of duties under this Agreement;
- c. Automobile insurance for owned, hired and non-owned vehicles;
- d. Coverage shall be sufficiently broad to cover to all duties and obligations undertaken by Contractor in this Agreement including duties related to indemnification;
- e. Insurance must be on an “occurrence” basis, and, other than Workers Compensation, the limits of such policies must be no less than \$1,000,000 per occurrence and \$1,500,000 aggregate.

- f. Policies must be held by insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing.
- g. Contractor must provide a copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Contractor's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Paragraph, must be filed with the City prior to the start of Contractor's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Contractor has complied with all insurance requirements.

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

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

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

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

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

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

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

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

CITY OF ROSEVILLE

BRKW Appraisals, Inc.

By: _____
Daniel J. Roe, Mayor

By: _____
Its: _____

By: _____
Patrick Trudgeon, City Manager

By: _____
Its: _____

May 16, 2023

Jennifer Lowry, P.E.
Assistant Public Works Director & City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

Re: Proposal for Appraisal Services – Special Benefits Valuation
City of Roseville, MN – County Road B Reconstruction
Cleveland Avenue to Eustis Street

Dear Ms. Lowry:

By way of this letter, I am submitting a proposal for BRKW Appraisals, Inc. to provide the City of Roseville with a special benefits appraisal pertaining to the above referenced proposed improvement project, which includes full street reconstruction of County Road B as well as the addition of concrete curb/gutter and trails adjoining the reconstructed street, to commence and be substantially completed in 2024. I have reviewed two alternative layout maps you provided me showing the proposed improvements, with the primary difference between the two being that in some areas the adjoining trail is on the opposite side of the street in one layout versus the other.

It is my understanding that the construction of parking bays shown in both layouts may or may not end up being included in the final project design, which is still in the process of being developed. It is also my understanding that the focus of the special benefits appraisal should be only on the 30 single-family homes which have frontage on the section of County Road B to be reconstructed.

Purpose/Intended Use/Intended Users

The purpose of the appraisal is to provide an opinion of the increase in market value, if any, accruing to 30 single-family home subject properties in the project area as a result of the proposed street rehabilitation project. The intended use of the appraisals is for assisting City of Roseville officials in levying in an equitable manner special assessments to properties benefited by the improvement project. The intended users are officials of the City of Roseville. The client of the appraisal assignment would be the City of Roseville.

Subject Properties

Each single-family home which has frontage on County Road B in the project area will be included as a subject property to be valued in the special benefits appraisal. My research indicates there are 30 properties meeting these criteria. For clarification purposes, the westernmost property to be appraised has an address of 2377 County Road B W. and the easternmost property is addressed 2165 Cleveland Avenue N.

Scope of Work

Valuation Methodology: The special benefits appraisal will be based on a before-and-after valuation methodology. This involves developing an opinion of each property market value as it exists before the proposed project improvements, and also concluding an opinion of the market value of the property assuming the improvements are completed. The difference between the before and after values reflects an opinion of special benefit to the property resulting from the street improvement project.

All of the subject properties to be valued contain buildings and supporting site improvements. However, since the value benefits of street, utility and similar public improvement projects accrue to the land, rather than to the building improvements, in all cases the valuation will involve the land component of the properties only. The value contribution of the building and supporting site improvements located upon the land does not change as a result of the street project. Consequently, it is not necessary to include the buildings and site improvements on the land in the valuation.

The Sales Comparison Approach will be applied in valuing the land component of the subject properties in the before-project and after-project situations. In the Sales Comparison approach, the subject property land is compared to other reasonably similar land parcels which have recently sold. Adjustments to the comparable land sale prices are made for value-related differences between the subject and the comparables, the result of which is a range of indications of what the subject land would sell for if offered on the open market. The range of values is reconciled into a final single-point estimate of the subject property land value, before and after the project.

Report Type

The results of the appraisal of the subject properties will be communicated in one appraisal report. The appraisal will be presented in a **Restricted Appraisal Report** format, which meets the minimum requirements of content that must be contained in an appraisal report as mandated by the Uniform Standards of Professional Appraisal Practice (USPAP). In a Restricted Appraisal Report format, the focus is on stating the main points and conclusions of the appraisal process, rather than discussing in detail the properties and illustrating the valuation methodology used in arriving at the appraiser's value opinions. The appraisal process and its results are presented in a very brief manner, with significant supporting data, notes and analyses retained in the office work file of the appraiser.

The primary function of the Restricted Appraisal Report connected to this valuation assignment is to communicate to the client whether proposed or contemplated property assessments in accordance with the City special assessment policy can be sustained by at least an equal increase in the market value of the property as a result of the proposed improvement project; the primary function of the report is not to document and prove within the report how the appraiser's conclusion of any market value increase was reached. The Restricted Appraisal Report will contain, for each subject property, an opinion of the special benefit, if any, resulting from the proposed street improvement project, expressed as a total dollar amount.

The report will provide commentary on the various factors and circumstances influencing the final conclusions of benefit to the properties. The valuation methodology used to develop the opinions of special benefit will be described in a summarized manner. However, the report, due to its brevity, will not present comparable sale data or adjustment grids used to arrive at the value opinions.

Assuming that the appraisal is to be used internally by officials of the City of Roseville only (for the purposes of determining the increase in property market value relative to proposed or contemplated assessments), the Restricted Appraisal Report format should sufficiently serve the intended use and at the same time provide significant economies pertaining to the time spent writing the report versus completing the analysis and valuation. These economies are reflected in the proposed appraisal fee.

Given the brevity of the Restricted Appraisal Report format, it is restricted for use and designed to be read by the intended users only (in this case City of Roseville officials), since others not substantially familiar with the properties, project and/or valuation process may not fully understand the report without the supporting information retained in the appraisal work file.

To clarify the intent, limitations, and allowances of the Restricted Appraisal Report, it is appropriate for use within the immediate intended user base (City of Roseville officials/staff); it is not appropriate for dissemination to other groups beyond the intended user base, such as the public, via City Council meetings and/or Council packets posted on the city website. On the other hand, there is nothing inappropriate about the intended users quoting the conclusions of the appraisal report to others, including the stated opinions of special benefit, as long as the appraisal report itself is not presented for viewing by those beyond the intended user base, since the data and analysis supporting the opinions of special benefit is not included in the report.

Should any one or more property owners subsequently appeal a special assessment related to the project, at that point our firm would be able to follow up with a more comprehensive, detailed special benefits appraisal report, presented in an Appraisal Report format, addressing an individual property, with sufficient data and documentation such that the report could be used for settling the appeal or trying it in court. Additional appraisal fees and time would be necessary for our firm to provide such an expanded, individual property report for an appeal.

Proposed Appraisal Fee

Based on the anticipated scope of work involved in completing this assignment, I propose the following appraisal fee: **\$16,000**

Completion Date(s)

The appraisal report would be completed by **August 31, 2023**.

Deliverables

A high-quality, full-color electronic copy of the appraisal report, in .pdf format, will be emailed to you upon completion of the assignment. Should the need or desire arise for one or more hard copies of the report as well, our firm could print, bind and mail to you such hard copies, upon your request, with sufficient advance notice.

Thank you, Ms. Lowry, for the opportunity to submit this proposal. Please contact me at 651-646-6114, 612-229-9818 (direct line) or pgleason@brkw.com with any questions or comments you may have.

Sincerely,

BRKW APPRAISALS, INC.



Paul J. Gleason, MAI

Principal

Certified General Real Property Appraiser

MN License No. 4003073

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.e

Department Approval



City Manager Approval



Item Description: Adopt a Resolution Approving MnDOT Temporary Permit to Construct –
TH 36 Project

BACKGROUND

As part of the Minnesota Department of Transportation's (MnDOT) list of projects for next summer, they will be resurfacing TH 36 in Roseville including many of the on/off ramps. As part of the project, they will be upgrading pedestrian ramps at the ramp locations to meet current ADA standards. For the Dale Street ramp location, MnDOT needs a Temporary Permit to Construct (Attachment B) from the City since we have an easement over our trail on the west side for the road. The permit gives MnDOT temporary access rights and allows MnDOT to rebuild the pathway and ramps in this area. The attached resolution (Attachment A) authorizes the Mayor and City Manager to sign the permit. The project is scheduled for construction in 2024.

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

There are no budget impacts to this permit.

RACIAL EQUITY IMPACT SUMMARY

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

STAFF RECOMMENDATION

Staff recommends the Council adopt the attached resolution approving MnDOT Temporary Permit to Construct for work on Dale Street pathway related to TH 36 resurfacing project in 2024.

REQUESTED COUNCIL ACTION

Motion to adopt the attached resolution approving MnDOT Temporary Permit to Construct for work on Dale Street pathway related to TH 36 resurfacing project in 2024.

Prepared by: Jesse Freidhammer, Public Works Director
Attachments: A: Resolution
B: Agreement

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 22nd day of May, 2023, at 6:00 p.m.

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

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

RESOLUTION APPROVING MnDOT TEMPORART PERMIT TO CONSTRUCT

WHEREAS, the Minnesota Department of Transportation is resurfacing and performing associated work upon, along, and adjacent to TH 36 and associated ramps within Roseville Corporate City limits under State Project No. 6212-192; and

WHEREAS, the project will be funded with State funds; and

WHEREAS, it is necessary to enter into a temporary permit to construct to allow MnDOT to perform work on a Roseville trail easement at the Dale Street ramps.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville enter into the MnDOT Temporary Permit to Construct.

AND BE IT FURTHER RESOLVED that the City Manager is authorized to execute the Agreement and any amendments to the Agreement.

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: .

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 22nd day of May, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of May, 2023.

Patrick Trudgeon, City Manager

(SEAL)

TEMPORARY PERMIT TO CONSTRUCT FOR GOVERNMENTAL ENTITIES

Dated: April 27, 2023

C.S. 6212 (36=118) 901
Parcel 520
City of Roseville
County of Ramsey

The State of Minnesota, by its Commissioner of Transportation, has established and designated the route of Trunk Highway No. 36 in Ramsey County, Minnesota.

It is necessary that the State of Minnesota use for highway purposes real property situated in Ramsey County, Minnesota, as show on **“Exhibit A”**.

The undersigned, having an interest in the above described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice. By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above described property to construct, maintain, and operate the Trunk Highway.

This Permit will expire on 12/01/2027 or when construction has been completed.

Name/Title (Print)

Signature

Date

Name/Title (Print)

Signature

Date

EXHIBIT - A

C.S. 6212(36=118)901

S.P. 6212-192

OWNER: City of Roseville

COUNTY: Ramsey

PARCEL NUMBER: 520



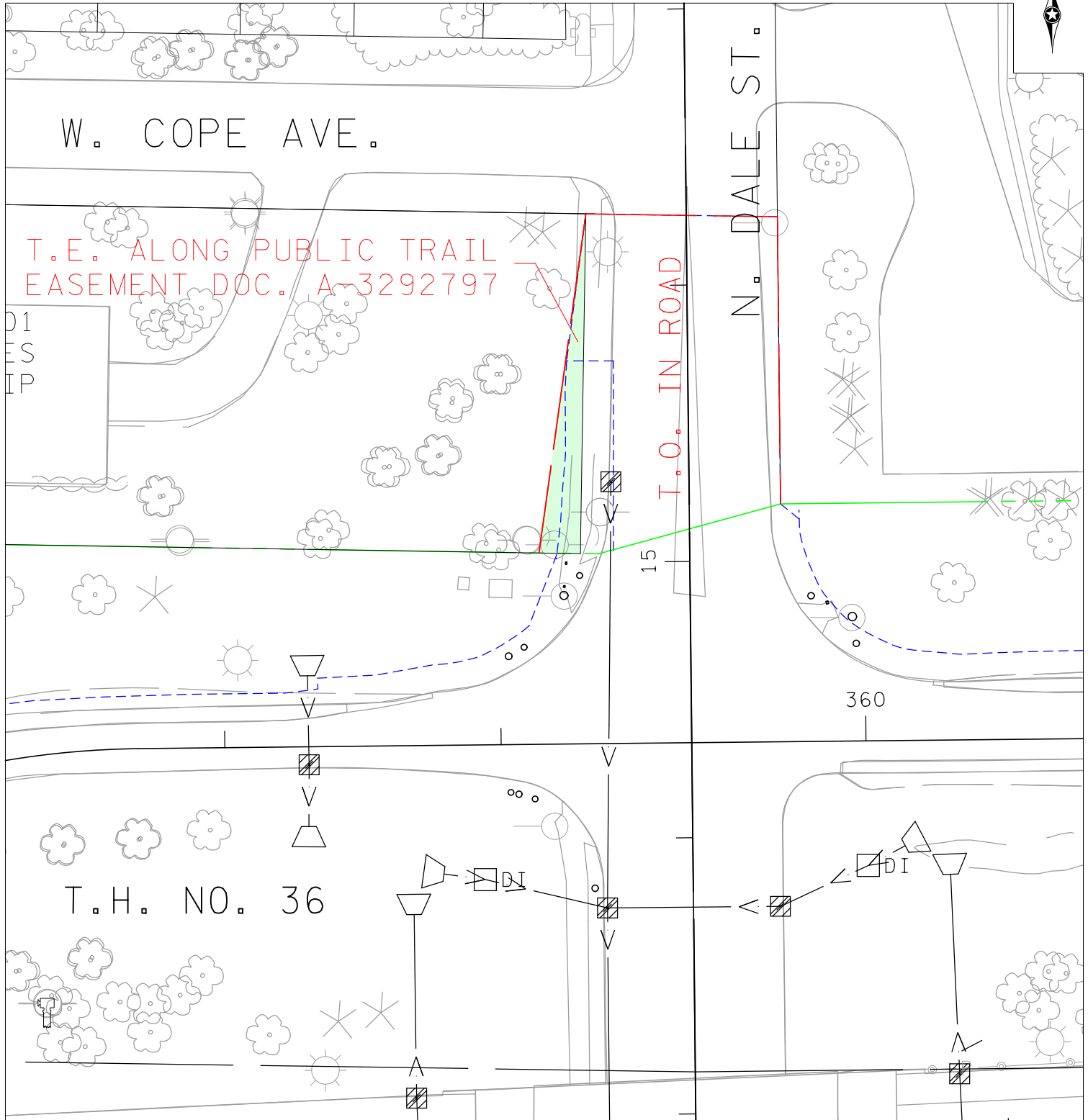
SCALE 1" = 50 ft.



T.E. by Permit

Area = 923 SF

- Existing Access Control
- Inplace R/W Line
- New Access Control
- New R/W Line
- Temporary Easement
- Proposed Construction



LAYOUT SKETCH BY: HDG

DATE: 04-27-2023

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.f

Department Approval



City Manager Approval



Item Description: Certify Unpaid Utility and Other Charges to the Property Tax Rolls

BACKGROUND

As authorized by City Code, Sections 506, 801, 802, and 906, the City annually certifies to the County Auditor any unpaid false alarm, water, sewer, and other charges that are in excess of 90 days past due, for collection on the following year's property taxes. Affected property owners are provided a hearing to dispute any charges against their property.

Beginning in 2010, the City Council began approving certifications for delinquent utilities on a quarterly basis. This ensures that any unpaid utilities are brought to the attention of new property owners in a more timely fashion. It will also allow the City to record a lien against the property in the event that a property goes into foreclosure and/or is being prepared for sale for other reasons.

Attached is the current list of delinquent charges. Payments (along with accrued interest) received in the Finance Office prior to May 12, 2023 were accepted and not levied on the 2024 property taxes.

POLICY OBJECTIVE

Certifying delinquent charges are required under City Code.

BUDGET IMPLICATIONS

Not applicable.

RACIAL EQUITY IMPACT SUMMARY

A median-income household (MHI) is unlikely to face serious water and sewer affordability problems in any but the smallest or most desperately poor communities. For low-income households, however, water and sewer services may force important economic tradeoffs. Water and sewer services are vital, but are not the only vital goods and services customers must purchase. Housing, food, health care, home energy and other essential goods and services also affect water and sewer affordability to the extent that they constrain household's financial flexibility. Water and sewer bills may be low as a percentage of income, but much higher as a percentage of disposable income if the costs of housing or health care are high, for example. In such cases, water and sewer bills that are nominally low or are a small percentage of MHI may force serious sacrifices for low-income customers.

STAFF RECOMMENDATION

Staff recommends approval of the attached resolution levying unpaid utility and other charges for collection on the property taxes.

32 **REQUESTED COUNCIL ACTION**

33 Motion adopting the resolution approving the certification of unpaid utility and other charges to the
34 County Auditor for collection on the property taxes.

Prepared by:

Attachments: A: Resolution approving the certification of unpaid utility and other charges to Ramsey County
B: List of Delinquent Accounts - also noted as Schedule A on the Resolution

35

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 22nd day of May, 2023 at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION _____

**RESOLUTION DIRECTING THE COUNTY AUDITOR TO
LEVY UNPAID WATER, SEWER AND OTHER CITY CHARGES FOR PAYABLE 2010 or
BEYOND**

WHEREAS, the City Code of the City of Roseville, Sections 506, 801, 802, and 906 provides that the City may certify to the County Auditor the amounts of unpaid sewer, water, and other charges to be entered as part of the tax levy on said premises:

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

1. Exhibit "A" attached hereto and made a part thereof by reference is a list of parcels of real property lying within the City limits which are served by the City of Roseville, and on which there are unpaid city water, sewer, and other charges as shown on the attached Schedule A.

2. The Council hereby certifies said list and requests the Ramsey County Auditor to include in the real estate taxes due the amount set forth in Schedule A.

The motion for the adoption of the foregoing resolution was duly seconded by member and upon a vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

WHEREUPON, said resolution was declared duly passed and adopted.

77 State of Minnesota)
78) SS
79 County of Ramsey)

80
81 I, undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey,
82 State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract
83 of minutes of a regular meeting of said City Council held on the 22nd day of May, 2023 with the
84 original thereof on file in my office.

85
86 WITNESS MY HAND officially as such Manager this 22nd day of May, 2023.

87
88
89 _____
90 Patrick Trudgeon
91 City Manager

92
93 Seal

PIN	SERVICE ADDRESS	AMOUNT TO COLLECTIONS	AMOUNT TO COLLECTIONS + \$25.00 FEE
012923110003	195 WOODLYNN AVE	\$146.21	\$171.21
012923110054	3075 WOODBRIDGE ST	\$195.95	\$220.95
012923120002	317 OWASSO BLVD	\$143.51	\$168.51
012923130047	349 CO RD C2	\$188.49	\$213.49
012923130087	371 MILLWOOD ST	\$164.33	\$189.33
012923140010	171 MAPLE LN	\$276.41	\$301.41
012923140053	2923 NORTHVIEW ST	\$137.48	\$162.48
012923140056	2926 MARION ST	\$219.14	\$244.14
012923140085	240 MAPLE LN	\$182.45	\$207.45
012923140103	183 CO RD C2	\$119.35	\$144.35
012923220022	3053 LITTLE BAY RD	\$236.97	\$261.97
012923230010	544 HEINEL DR	\$341.55	\$366.55
012923230022	577 OWASSO BLVD	\$200.57	\$225.57
012923230057	523 OWASSO HILLS DR	\$322.99	\$347.99
012923310042	406 TERRACE DR	\$165.61	\$190.61
012923330003	528 IONA LN	\$943.04	\$968.04
012923330025	2757 KENT ST	\$134.13	\$159.13
012923330395	2731 MACKUBIN ST #23	\$125.18	\$150.18
012923330420	2731 MACKUBIN ST #39	\$146.21	\$171.21
012923330436	2750 DALE ST #52	\$149.55	\$174.55
012923330456	2662 MACKUBIN ST	\$264.33	\$289.33
012923330462	2650 MACKUBIN ST	\$155.59	\$180.59
012923340045	468 WOODHILL DR	\$230.53	\$255.53
012923340114	2647 WESTERN AVE	\$158.29	\$183.29
012923340114	2649 WESTERN AVE	\$153.53	\$178.53
012923340141	413 CO RD C	\$128.09	\$153.09
012923340154	441 CO RD C W	\$200.54	\$225.54
012923340156	445 CO RD C	\$176.41	\$201.41
012923410036	2841 MARION ST	\$204.75	\$229.75
012923410042	2795 MARION ST	\$134.13	\$159.13
012923420001	2873 GALTIER ST	\$277.73	\$302.73
012923420071	2825 FARRINGTON ST	\$164.33	\$189.33
012923420095	2857 VIRGINIA AVE	\$182.45	\$207.45
012923420105	2771 VIRGINIA AVE	\$55.60	\$80.60
012923430037	2721 MATILDA ST	\$241.85	\$266.85
012923430043	2679 MATILDA ST	\$125.39	\$150.39
012923440013	2687 WOODBRIDGE ST	\$220.89	\$245.89
022923120058	3060 VICTORIA ST	\$395.21	\$420.21
022923130047	2992 VICTORIA ST	\$225.91	\$250.91
022923220014	1045 WOODLYNN AVE	\$186.43	\$211.43
022923240056	885 CO RD C2	\$116.01	\$141.01
022923320010	2777 LAKEVIEW AVE	\$134.13	\$159.13
022923320039	2779 AGLIN ST	\$146.21	\$171.21

More than 90 days past due as of
March 31, 2023

Schedule A
Delinquent Accounts 2nd QTR 2023

City of Roseville, MN
5/16/2023

022923320091	2821 CHURCHILL ST	\$146.21	\$171.21
022923330004	2729 LAKEVIEW AVE	\$116.01	\$141.01
022923330033	2748 CHURCHILL ST	\$149.34	\$174.34
022923330036	2749 CHURCHILL ST	\$140.81	\$165.81
022923340020	966 WOODHILL DR	\$216.20	\$241.20
022923410019	715 HEINEL DR	\$98.24	\$123.24
022923410037	629 TERRACE DR	\$152.25	\$177.25
022923430033	795 TERRACE DR	\$258.29	\$283.29
022923430044	808 TERRACE DR	\$266.67	\$291.67
022923430062	797 TERRACE DR	\$143.51	\$168.51
022923440006	723 TERRACE DR	\$158.90	\$183.90
022923440052	738 WHEATON AVE	\$134.13	\$159.13
022923440072	2721 DALE ST	\$137.11	\$162.11
032923130008	1244 BELAIR CIR	\$116.01	\$141.01
032923130064	1303 W CO RD C2	\$264.97	\$289.97
032923130069	2900 HAMLINE AVE	\$71.15	\$96.15
032923140026	1168 MAPLE LN W	\$394.87	\$419.87
032923230016	2944 SIMPSON ST	\$161.54	\$186.54
032923240058	2923 ALBERT ST	\$377.71	\$402.71
032923240069	2924 PASCAL ST	\$221.20	\$246.20
032923320147	2839 ARONA ST	\$118.04	\$143.04
032923320154	2823 ARONA ST	\$109.97	\$134.97
032923320155	2821 ARONA ST	\$140.17	\$165.17
032923320159	2811 ARONA ST	\$140.81	\$165.81
032923340003	2745 HAMLINE AVE	\$164.33	\$189.33
032923340019	2712 SHELDON ST	\$234.97	\$259.97
032923340027	1390 JUDITH AVE	\$265.45	\$290.45
032923340042	1389 RAMBLER RD	\$246.21	\$271.21
032923340047	1434 RAMBLER RD	\$208.93	\$233.93
032923340080	1403 TALISMAN CV	\$105.35	\$130.35
032923410011	2806 GRIGGS ST	\$300.05	\$325.05
032923410035	2827 GRIGGS ST	\$182.45	\$207.45
032923410046	2761 GRIGGS ST	\$164.33	\$189.33
032923410072	2851 LEXINGTON PL	\$178.12	\$203.12
032923420004	2851 FERNWOOD ST	\$272.59	\$297.59
032923420007	2836 MERRILL ST	\$138.98	\$163.98
032923430027	2726 HURON ST	\$225.24	\$250.24
032923430067	2700 HAMLINE AVE	\$159.21	\$184.21
042923120023	3024 FAIRVIEW AVE	\$230.97	\$255.97
042923120029	1815 LYDIA AVE	\$154.19	\$179.19
042923130040	1771 MILLWOOD AVE	\$191.79	\$216.79
042923130042	1716 STANBRIDGE AVE	\$212.74	\$237.74
042923130100	1783 W CO RD C2	\$266.30	\$291.30
042923210049	3041 FAIRVIEW AVE	\$274.18	\$299.18
042923210055	3021 FAIRVIEW AVE	\$298.22	\$323.22
042923220091	1950 BRENNER AVE	\$144.44	\$169.44
042923220100	3099 EVELYN ST	\$187.41	\$212.41

More than 90 days past due as of
March 31, 2023

Schedule A
Delinquent Accounts 2nd QTR 2023

City of Roseville, MN
5/16/2023

042923240042	2911 FAIRVIEW AVE	\$151.22	\$176.22
042923240044	2903 FAIRVIEW AVE	\$167.48	\$192.48
042923310025	2690 PRIOR AVE #4	\$236.72	\$261.72
042923330032	0 MOUNT RIDGE RD	\$1,309.66	\$1,334.66
042923340035	2690 PRIOR AVE # 3	\$624.58	\$649.58
042923340036	2690 PRIOR AVE # 1	\$1,883.10	\$1,908.10
042923420005	1785 CENTENNIAL DR	\$131.29	\$156.29
042923420026	1798 CENTENNIAL DR	\$131.29	\$156.29
052923210073	3006 OLD HWY 8	\$266.04	\$291.04
052923210099	2406 W CO RD D #3	\$153.44	\$178.44
052923220037	3072 PATTON RD	\$174.82	\$199.82
052923220041	2410 BRENNER CT	\$171.83	\$196.83
052923220084	3082 HIGHCREST RD	\$253.10	\$278.10
052923220123	3009 TROSETH RD	\$559.99	\$584.99
052923230037	2994 OLD HWY 8	\$254.73	\$279.73
052923230038	2986 OLD HWY 8	\$202.81	\$227.81
052923230044	2968 OLD HWY 8	\$120.97	\$145.97
052923320001	3261 OLD HWY 8	\$182.02	\$207.02
052923320002	3253 OLD HWY 8	\$120.97	\$145.97
082923430044	2223 W CO RD B	\$286.06	\$311.06
082923430090	2202 MIDLAND VIEW	\$131.29	\$156.29
082923440028	2255 CLEVELAND AVE	\$186.53	\$211.53
092923120040	2566 BEACON ST	\$213.98	\$238.98
092923440240	2180 HADDINGTON RD	\$386.98	\$411.98
102923110012	1149 OAKCREST AVE	\$158.29	\$183.29
102923110019	2561 DUNLAP ST	\$152.25	\$177.25
102923110027	1106 OAKCREST AVE	\$159.57	\$184.57
102923110046	1221 ROSE PL	\$218.30	\$243.30
102923120011	2604 DELLWOOD ST	\$481.09	\$506.09
102923120054	2566 HAMLINE AVE	\$130.60	\$155.60
102923120061	1294 OAKCREST AVE	\$134.13	\$159.13
102923140028	2473 LEXINGTON AVE	\$371.59	\$396.59
102923240009	1401 BROOKS AVE	\$264.98	\$289.98
102923240013	1371 BROOKS AVE	\$181.02	\$206.02
102923240023	2451 HAMLINE AVE	\$154.22	\$179.22
102923240094	1357 W CO RD B2	\$192.73	\$217.73
102923240100	1405 W CO RD B2	\$146.85	\$171.85
102923340017	1397 SANDHURST DR	\$75.32	\$100.32
102923440030	1131 LAURIE RD	\$356.54	\$381.54
112923110103	659 OVERLOOK DR.	\$379.91	\$404.91
112923120025	750 CO RD C	\$553.62	\$578.62
112923120040	2545 FISK ST	\$152.25	\$177.25
112923130018	834 SEXTANT AVE	\$152.25	\$177.25
112923140011	715 SEXTANT AVE	\$146.21	\$171.21
112923140028	735 W CO RD B2	\$122.05	\$147.05
112923140044	2455 DALE ST	\$252.91	\$277.91
112923230017	2444 LEXINGTON AVE	\$152.25	\$177.25

More than 90 days past due as of
March 31, 2023

Schedule A
Delinquent Accounts 2nd QTR 2023

City of Roseville, MN
5/16/2023

112923230028	2468 CHURCHILL ST	\$170.37	\$195.37
112923230046	1014 BROOKS AVE	\$158.67	\$183.67
112923230059	2442 AGLIN ST	\$164.33	\$189.33
112923230081	1016 TRANSIT AVE	\$155.59	\$180.59
112923230095	2416 OXFORD ST	\$128.91	\$153.91
112923240010	949 BROOKS AVE	\$193.25	\$218.25
112923340080	2203 VICTORIA ST	\$52.67	\$77.67
122923110019	167 WEWERS RD	\$207.45	\$232.45
122923110049	2610 WEWERS RD	\$254.91	\$279.91
122923120021	350 OAKCREST LN	\$170.37	\$195.37
122923130027	360 BROOKS AVE	\$131.22	\$156.22
122923130028	370 BROOKS AVE	\$146.85	\$171.85
122923130072	2450 VIRGINIA CR	\$152.25	\$177.25
122923140026	2483 WOODBRIDGE ST	\$207.45	\$232.45
122923140028	2477 WOODBRIDGE ST	\$234.13	\$259.13
122923240038	2417 WESTERN AVE	\$137.47	\$162.47
132923310049	1839 WESTERN AVE	\$211.63	\$236.63
132923440003	192 MCCARRONS BLVD	\$109.97	\$134.97
142923220065	2062 LEXINGTON AVE	\$52.92	\$77.92
152923130049	1287 RYAN AVE	\$119.81	\$144.81
152923420060	1866 HURON AVE	\$419.75	\$444.75
162923110076	2090 SAMUEL ST. #9	\$178.48	\$203.48
162923120028	1796 ELDRIDGE AVE	\$220.63	\$245.63
162923130039	1988 WHEELER ST	\$147.54	\$172.54
162923130058	1742 RYAN AVE	\$412.82	\$437.82
162923130078	1745 ROSELAWN AVE	\$264.98	\$289.98
162923140001	2011 SNELLING AVE	\$222.52	\$247.52
162923140002	2023 SNELLING AVE	\$259.33	\$284.33
162923240062	1850 RYAN AVE	\$250.90	\$275.90
162923240075	1856 DRAPER DR	\$180.25	\$205.25
162923240090	1932 TATUM ST	\$173.26	\$198.26
172923210008	2096 FAIRWAYS LN	\$190.93	\$215.93
172923240062	1938 LAKE ST	\$2,196.44	\$2,221.44
TOTAL TO BE CERTIFIED TO 2024 TAXES 79240035B		\$39,525.89	\$43,775.89

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023

Item No.: 10.g

Department Approval



City Manager Approval



Item Description: Approve Resolution Awarding Contract for the Long Lake Sanitary Sewer Lift Station Project

BACKGROUND

The Long Lake Sanitary Sewer Lift Station has been identified in the City's capital replacement plan for rehabilitation. Bolton & Menk, Inc., was retained to develop plans and specifications needed to reconstruct this lift station. The rehabilitation work was advertised and bids were received on May 16, 2023.

Overall Best Value procurement was used for this project. We received 2 proposals for this work and have reviewed and scored them utilizing the Best Value format. Bidders submit technical information about their experience and available equipment, which is scored by Roseville staff and our engineering consultant, Bolton & Menk, Inc. The Best Value process then uses a formula to adjust the bid price by dividing by the aggregate average technical score as a percentage based on a high score of 100. The following are the two contractors who submitted proposals, their best value technical scores, the adjusted cost, and Best Value ranking:

Best Value Technical Scores			
Scoring Categories	Possible Points	Average Scores	
		Meyer Contracting	Pember Companies
Past performance surveys	10	10	10
Experience/Performance in similar projects	40	36	40
Superintendent and foreman experience	40	34	40
Availability of major equipment	10	10	10
Total	100	90	100

Adjusted Cost and Best Value Ranking				
Company	Technical Score	Bid	Adjusted Cost (Bid/Technical Score %)	Best Value Rank
Meyer Contracting	90	\$424,125.00	\$471,250.00	2
Pember Companies	100	\$385,765.00	\$385,765.00	1
<i>Engineer's Estimate</i>		<i>\$405,300.00</i>		

Staff recommends awarding the contract to the first-ranked Best Value contractor, Pember Companies, which is also the lowest cost bid received.

POLICY OBJECTIVE

Staff plans and recommends the timely replacement of infrastructure to provide continuous uninterrupted sanitary sewer service to all properties in Roseville. Staff seeks to find the most cost-effective purchasing opportunities to meet budgetary and operational objectives.

BUDGET IMPLICATIONS

The original engineer's estimate for the construction portion of the project was \$405,300.00. The low bid based on best value was \$385,765.00. At this time, based on the proposals received, the cost of this project construction, including easement acquisition of \$10,000, is \$395,765.00.

This project will be funded by the Sanitary Sewer Vehicle and Equipment fund which had identified \$380,000 in the 2023 CIP for construction of this project.

RACIAL EQUITY IMPACT SUMMARY

The comprehensive lift station rehabilitation plan benefits the City as a whole without negative impacts to historically disadvantaged communities. The bidding process uses sealed bids and redacted Best Value bid packages to avoid potential biases.

STAFF RECOMMENDATION

Staff recommends approval of a resolution awarding a contract for the Long Lake Sanitary Sewer Lift Station Project in the amount of \$385,765.00 to Pember Companies.

REQUESTED COUNCIL ACTION

Approve resolution awarding a contract for the Long Lake Sanitary Sewer Lift Station Project in the amount of \$385,765.00 to Pember Companies.

Prepared by: Stephanie Smith, Assistant City Engineer
 Attachments: A: Resolution
 B: Letter of Recommendation to Award Contract

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was duly held on the 22nd day of May, 2023, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION AWARDING BEST VALUE PROPOSAL
FOR PROJECT 21-11
LONG LAKE SANITARY SEWER LIFT STATION PROJECT**

WHEREAS, pursuant to advertisement for proposals for the improvement, according to the plans and specifications thereof on file in the office of the Manager of said City, said proposals were received on May 16, 2023, at 2:00 p.m., opened and evaluated for best value according to law and the following proposals were received complying with the advertisement:

Final Cost Breakdown			
Company	Technical Score	Bid Price	Adjusted Price (Bid Price/Technical Score %)
Meyer Contracting	90	\$424,125.00	\$471,250.00
Pember Companies	100	\$385,765.00	\$385,765.00
<i>Engineer's Estimate</i>		<i>\$405,300.00</i>	

WHEREAS, it appears that Pember Companies is the best valued proposer at the proposed contract amount of \$385,765.00.

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

1. The Mayor and City Manager are hereby authorized and directed to enter into a contract with Pember Companies for \$385,765.00 in the name of the City of Roseville for the above improvements according to the plans and specifications thereof heretofore approved by the City Council and on file in the office of the City Manager.
2. The City Manager is hereby authorized and directed to return forthwith to all proposers the deposits made with their proposals except the deposits of the successful proposer and the next best valued proposer shall be retained until contracts have been signed.

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

28 WHEREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

29 I, the undersigned, being the duly qualified City Manager of the City of Roseville,
30 County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the
31 attached and foregoing extract of minutes of a regular meeting of said City Council held on
32 the 22nd day of May, 2023, at 6:00 p.m., with the original thereof on file in my office.

33 WITNESS MY HAND officially as such Manager this 22nd day of May, 2023.

Patrick Trudgeon, City Manager

(SEAL)



Real People. Real Solutions.

12224 Nicollet Avenue
Burnsville, MN 55337-1649Ph: (952) 890-0509
Fax: (952) 890-8065
Bolton-Menk.com

May 17, 2023

Ms. Stephanie Smith
Assistant City Engineer
City of Roseville
2660 Civic Center Drive
Roseville, MN 55113Re: Bid Results
Long Lake Lift Station Rehabilitation
BMI Project No. T21.119615

Dear Ms. Smith:

Two (2) bids were submitted for the Long Lake Lift Station Rehabilitation project on May 16, 2023. This project used the Best Value Contracting process for assurance of contractor quality. The Best Value Contracting proposals were evaluated prior to the bid opening and the technical scores from the evaluators were averaged for each proposer.

The bids for the project ranged from \$385,765.00 to \$424,125.00. The Engineer's cost opinion for this project was \$405,300.00. The bid prices were divided by the Average Evaluation Scores to determine the adjusted bid prices.

The following table lists the bidders, bid prices, average evaluation scores, and the adjusted prices:

Contractor	Bid Price	Average Evaluation Score	Adjusted Bid Price (Bid Price/Avg. Eval. Score)
Pember Companies Inc.	\$385,765.00	100.00	\$385,765.00
Meyer Contracting, Inc.	\$424,125.00	90.00	\$471,250.00

Based on the summary above, if the City Council wishes to award the Project to the lowest adjusted price bidder, then **Pember Companies Inc.** should be awarded the project for the Total Base Bid Amount of **\$385,765.00**.

Sincerely,

Bolton & Menk, Inc.Jacob E. Humburg, P.E.
Environmental Project Engineer

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.h

Department Approval



City Manager Approval



Item Description: Approve Comprehensive Emergency Operations Plan (CEOP)

BACKGROUND

Ramsey County Emergency Management and Homeland Security (RCEMHS), along with municipal partners, has been working over the last year to develop a more robust and comprehensive emergency operations plan to guide the County and its municipalities during an emergency; planned and unplanned.

Chief Brosnahan assisted with the planning meetings, development, writing, and review of this new plan.

The Comprehensive Emergency Operations Plan (CEOP) is designed to provide general information about how Ramsey County and its communities will prepare for, respond to, and recover from large incidents.

The CEOP is divided into three parts. Those parts are:

- **Base Plan-** Identifies incident response policies, describes the response organization and assigns tasks. Within the base plan it will show integration into NIMS and NRF, identify individual roles and responsibilities, and establish the operational organization that will be relied upon to respond to an incident.
- **Functional Annexes-** Annexes focus on the operational functions that are critical to a successful response and define who is responsible for carrying them out. This includes policies, processes, roles, and responsibilities that agencies and departments carry out before, during, and after an incident or event.
- **Support Sections and Documents-** The municipal letters of promulgation and appendices, acronyms, glossary, legal authorities, references, and documents that support the previous two sections; this section also includes job aids.

POLICY OBJECTIVE

All municipalities are required to have and maintain an Emergency Operations Plan (EOP).

The purpose of this plan is to ensure the effective, coordinated use of resources to:

- Maximize the protection of life and property throughout all of Ramsey County
- Ensure the safety of the government workforce, those in the government's care and in government facilities.
- Ensure the continuity of government.

33 **BUDGET IMPLICATIONS**

34 There are no budget or financial implications with the approval of the CEOP.

35 **RACIAL EQUITY IMPACT SUMMARY**

36 The CEOP specifically notes in Section 1.5 of the Commitment to Equity, Inclusion, and Cultural
37 Competency. It should be noted throughout history that disadvantaged persons have suffered more in
38 large-scale emergencies due to disability, housing density, food and medicine access, social
39 economic status, and other social and cultural statuses. Different than the previous EOP, this plan
40 does address the need for cultural competency and “no one size fits all” approach to emergency
41 preparedness and response.

42 **STAFF RECOMMENDATION**

43 Approve the CEOP; This 374-page document will be a guiding document for emergencies for years
44 to come. It will have some edits and changes over time, but is a significant step forward in proper
45 and realistic emergency preparedness and response.

46 **REQUESTED COUNCIL ACTION**

47 Approval of the CEOP.

Prepared by: David Brosnahan, Fire Chief & Emergency Manager

Attachments: A: Promulgation form to be signed for Ramsey County

County Letter of Promulgation

The _____ City Council formally adopted the 2023 update to the Comprehensive Emergency Operations Plan (CEOP) on _____ via Resolution _____.

The CEOP details all comprehensive emergency management efforts. It is designed to comply with all applicable federal and state regulations and to provide the policies and procedures to be followed in dealing with any emergency and/or disaster. The CEOP identifies the hazards that could affect the county and the city, sets forth the responsibilities of local government departments and agencies, and outlines a means for local and state resources to be used to support impacted populations. The planning authorities and responsibilities conveyed to individual local government departments and agencies are recognized and acknowledged. This plan supersedes all other emergency operations plans.

Pursuant to Minnesota Statutes Chapter 12, this plan will be reviewed annually and updated as necessary by Ramsey County's Department of Emergency Management.

As director of Emergency Management for the city, I certify that I have reviewed this document for compliance with state and federal requirements. I hereby recommend that the City Manager and Mayor of _____ promulgate the updated 2023 CEOP.

Judson M. Freed, CEM

Date

The undersigned have reviewed and approve and promulgate the 2023 CEOP as required by Minnesota Statutes Chapter 12. All departments and agencies under _____ jurisdiction shall abide by and cooperate fully with the provisions described or referenced herein.

City Manager

Date

Mayor

Date

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.i

Department Approval



City Manager Approval



Item Description: Approve Critical Corridors Grant Agreement for County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11

BACKGROUND

The intersection of County Road B and Snelling Avenue is a major commercial corridor in Roseville which connects more than 500 units of affordable housing neighborhoods (Section 42 and Section 8) to jobs, commercial services and Metro Transit's BRT line. The high levels of vehicle traffic combined with the intersection layout can be problematic for pedestrian safety and access through the intersection.

Through various City engagement efforts, the public has expressed a desire to improve pedestrian safety in this area. The intersection is governed by State and County agencies, making collaboration on planning for improvements logistically difficult.

Traditional pedestrian improvement options to increase safety and quality of experience in this dense and high-traffic area are expensive, in most cases prohibitively so. The City applied for a Ramsey County Critical Corridors Grant to study traffic, produce and evaluate non-traditional improvement alternatives to increase pedestrian safety and connectivity through the intersection. The County awarded Roseville the grant in the amount of \$25,000.

POLICY OBJECTIVES

The County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11 demonstrates the Roseville's 2024 Transportation Goals to "encourage the use of non-motorized transportation by providing and supporting development of a high-quality network of both off-road and on-road pathways and ensure that bicycle and pedestrian routes are safe, efficient and attractive."

Roseville's 2040 Comprehensive Plan included a Special Study Area for Har Mar Mall, which described a need for connections from the street to the mall.

This Study will also follow the Roseville Pathway Master Plan's policies to develop improvement concepts to improve safety and access.

BUDGET IMPLICATIONS

The Study is anticipated to cost \$70,000. This will be funded through a combination of sources: The Critical Corridors Grant award of \$25,000, Ramsey County Public Works will fund an additional \$25,000, and the City of Roseville's Engineering Service fund will contribute \$20,000.

RACIAL EQUITY IMPACT SUMMARY

The County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11 is committed to making a positive impact in racial equity, as the area around the Study includes populations of racial diversity. The Study is intended to increase access and safety of pedestrian and transit use in the

area and will include outreach to historically disadvantaged communities to identify their specific concerns for the intersection. An equity lens will be used in evaluation of pedestrian improvements identified by the Study within consideration of the City's recently adopted Strategic Racial Equity Action Plan (SREAP) Racial Equity and Inclusion.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Critical Corridors Grant Agreement for County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11.

REQUESTED COUNCIL ACTION

Motion to approve the Critical Corridors Grant Agreement for County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11.

Prepared by: Stephanie Smith, Assistant City Engineer
Attachments: A: Resolution
B: Agreement
C: Study Location Map

* * * * *

Councilmember introduced the following resolution and moved its adoption:

RESOLUTION No.

**RESOLUTION APPROVING AGREEMENT FOR
RAMSEY COUNTY CRITICAL CORRIDORS GRANT FUNDS FOR
THE COUNTY ROAD B AND SNELLING AVENUE (TH 51)
PEDESTRIAN TRAFFIC STUDY 23-11**

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

WHEREAS, the intersection of County Road B and Snelling Avenue (TH 51) is a major commercial corridor in Roseville and connects affordable housing neighborhoods, including Section 42 and Section 8 units, to commercial services and public transportation. The high levels of vehicle traffic combined with the intersection layout can be problematic for pedestrian safety and access through the intersection; and

WHEREAS, traditional pedestrian improvement options to increase safety and quality of experience in this dense and high-traffic area are expensive, in most cases prohibitively so; and

WHEREAS, the multi-agency jurisdiction of the County Road B and Snelling Avenue (TH 51) intersection complicates identification and funding of improvements; and

WHEREAS, the Ramsey County Bike and Pedestrian Plan has identified this intersection and the surrounding area with the Highest Score category for Deficiency, Safety, Equity and Density analysis, signifying improvements in the area would meet Ramsey County's goals for safety improvement and equity of investment in a dense area; and

WHEREAS; the Ramsey County's Housing and Redevelopment Authority (HRA) levy funds the Critical Corridors Grant program with goals to:

- Boost connectivity between housing, jobs, retail, services and transportation;
- Create more compact, walkable environments;

- 36 • Enhance pedestrian access and safety;
37 • Support vibrant business districts; and

38 WHEREAS, the City of Roseville applied for and was awarded \$25,000 of Critical
39 Corridors Grant funding to study pedestrian traffic, produce and evaluate non-traditional
40 improvement alternatives to increase pedestrian safety and connectivity through the
41 intersection.

42 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
43 Minnesota, that the City Manager are hereby authorized and directed to enter into an
44 agreement for the Critical Corridors grant funding to finance a portion of the costs of the
45 County Road B and Snelling Avenue (TH 51) Pedestrian Traffic Study 23-11.

46 The motion for the adoption of the foregoing resolution was duly seconded by
47 Councilmember and upon vote being taken thereon, the following voted in
48 favor thereof: and the following voted against the same: .

49 WHEAREUPON 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 22nd day of May, 2023 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of May, 2023.

Patrick Trudgeon, City Manager

(SEAL)

**RAMSEY COUNTY
HOUSING AND REDEVELOPMENT AUTHORITY
and RAMSEY COUNTY PUBLIC WORKS**

**CRITICAL CORRIDORS
PREDEVELOPMENT PLANNING GRANT AGREEMENT**

THIS GRANT AGREEMENT (“Agreement”) is entered into this ____ day of _____, 20__, and is by and between the Ramsey County Housing and Redevelopment Authority, a political subdivision of the State of Minnesota (“Authority”), Ramsey County, a political subdivision of the State of Minnesota, on behalf of the Department of Public Works (“Ramsey County”), and the City of Roseville, a Minnesota municipal corporation (“Grantee”).

RECITALS

1. Authority was created pursuant to Minnesota Statutes §§ 469.001 to 469.017, as amended, and was authorized to transact business and exercise its powers by a resolution of the Ramsey County Board of Commissioners.
2. Pursuant to Minnesota Statutes §§ 469.003, subd. 6, Authority levied a special benefit tax throughout its area of operation and, in order to fulfill the purposes for the levy of some of those levy funds, Authority established the Critical Corridors – Pre-Development Planning Program (“Program”) to improve the tax base and quality of life in Ramsey County by conducting a pedestrian improvement study at County Road B and Snelling Avenue in advance of the redevelopment of adjacent sites in order to encourage construction of affordable housing and prevent and eliminate blight.
3. The activities to be undertaken under the Program are all activities that Authority could undertake directly pursuant to Minnesota Statutes §§ 469.001 to 469.047.
4. Grantee seeks to conduct a pedestrian improvement study at County Road B and Snelling Avenue in order to increase pedestrian safety near a busy intersection that connects residential and commercial areas in an area identified for mixed-use redevelopment in the Roseville 2040 comprehensive plan (“Project”), which will result in the reduction of blighting factors and the production of new housing.
5. Ramsey County has identified the Project in its 2023 Transportation Improvement Program (“TIP”). The area affected by the Project is County State Aid Highway and designated by the Minnesota Department of Transportation as eligible for County State Aid Highway funds.
6. Grantee has submitted an application (“Application”) to fund certain activities in the Project Area as described in **Exhibit A** (“Project Area”) related to the Project as described in **Exhibit B** (“Project Activities”), in order to engage in certain activities as permitted by the Program including but not limited to infrastructure planning and conceptual designs (“Eligible Activities”).

7. The Project Activities will occur in the City of Roseville, in Ramsey County, Minnesota.
8. Authority and Ramsey County have determined that a pedestrian improvement study at this dangerous intersection will improve the public realm in a manner that will improve the safety of current residents of and visitors to the area and facilitate the future redevelopment of neighboring sites, such as Har Mar Mall, into mixed-use developments, including affordable housing.
9. Authority and Ramsey County have concluded that Grantee has the necessary expertise, skill, and ability to successfully complete the Project and that the Project is in the best interests of Authority and Ramsey County and will positively contribute to meeting the goals of the Program.
10. Authority agrees to provide a grant not to exceed Twenty-Five Thousand and no/100 Dollars (\$25,000.00) to Grantee pursuant to the Program and Resolution No. H2022-12 (the "Authority Grant"), and Ramsey County agrees to provide a grant not to exceed Twenty-Five Thousand and no/100 Dollars (\$25,000.00) to Grantee pursuant to the TIP (the "County Grant"), for a total award to Grantee not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00) in grant funds (collectively, "Funds").
11. Collectively, the Authority Grant and the County Grant are the "Grant" herein.

NOW THEREFORE, in order to induce Authority and Ramsey County to make the Grant to Grantee, and in consideration of the mutual covenants and agreement contained herein, Authority, Ramsey County, and Grantee agree as follows:

ARTICLE 1 TERMS OF GRANT

Section 1.01 Grant Amount. Authority and Ramsey County agree to provide this Grant to Grantee in the total amount not to exceed Fifty Thousand Dollars and no/100 Dollars (\$50,000.00) upon the terms and conditions and for the purposes set forth in this Agreement. The Grant constitutes a grant of funds and no portion of the Grant is to be repaid by Grantee to Authority and Ramsey County unless mutually agreed to by all parties as part of this Agreement or an Event of Default (as defined below) occurs.

Section 1.02 Documents Delivered with Agreement. Prior to, or contemporaneously with the execution of this Agreement, Grantee has delivered to Authority the following documents and/or instruments, each of which will be in a form acceptable to Authority.

- A. Evidence of the insurance coverages required by this Agreement in a form acceptable to Authority, to be submitted on an annual basis on the anniversary date of this Agreement.
- B. Resolution of Grantee authorizing the execution and delivery of this Agreement, and any other documents described in this Agreement.

C. The Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions as set forth in **Exhibit C**.

Section 1.03 Use of Funds. Grantee agrees to use the Funds solely for the purposes and activities described in the Project Activities. The Grant shall not be used for (a) costs in the Project Activities that are not labeled as Eligible Uses, or (b) administration expenses (each an “Ineligible Use”). Labor costs are only eligible to be covered if the labor is done by a third-party who has no financial interest in the Project, as defined herein, other than the value of such work.

Section 1.04 Grant Term. The Project Activities shall be completed in a timely manner and all Grant funds will be expended no later than **December 31, 2023** (“End Date”).

Section 1.05 Disbursement of Funds. On behalf of Ramsey County, the Authority will disburse the Funds pursuant to the terms of this Agreement; monitor Grantee’s use of the Funds; and monitor Grantee’s compliance with the terms of this Agreement.

1. Authority will disburse Funds in response to written reimbursement requests (“Reimbursement Requests”) submitted to Authority by Grantee upon forms provided by Authority and accompanied by copies of bills and invoices from third parties for which Grantee seeks reimbursement. Subject to verification of the facts contained in each Reimbursement Request and a determination of compliance with the terms of this Agreement, Authority will disburse the requested amount to Grantee within thirty-five (35) days after receipt of each Reimbursement Request.
2. The following are events and conditions precedent to the disbursement of the Funds:
 - a. Grantee shall have executed and delivered to Authority on or prior to the date hereof, without expense to Authority, executed copies of this Agreement;
 - b. No Event of Default under this Agreement shall have occurred and be continuing, unless waived in writing by Authority in its sole discretion;
 - c. As applicable with respect to each disbursement, Grantee shall have received or Authority shall have determined that Grantee will receive all necessary rezoning, variances, conditional use permits, building permits and other permits, and subdivision, site plan and other approvals needed to permit the construction for which funds are requested.

Section 1.06 Unused Funds. Upon the earlier of (a) the completion of the Project Activities; (b) the End Date; or (c) the termination of this Agreement, any Funds not previously disbursed for any reason, shall not be bound by the terms of this Agreement and may be retained by Authority, at Authority’s sole discretion.

Section 1.07 Business Subsidy. The parties hereto agree and acknowledge that the Grant does not constitute a business subsidy under Minnesota Statutes §§ 116J.993 to 116J.994, as amended, because the recipient is a government agency.

Section 1.08 Relationship of Authority and Ramsey County. Authority may, at its discretion: (1) request reimbursement of half of any disbursement to Grantee by Ramsey County; (2) request transfer of \$25,000 to Authority with the understanding that half of all disbursements will be allocated to the Authority's commitment and Ramsey County's commitment, or (3) request a single transfer of Ramsey County's portion of the Grant at the completion of this Agreement, as outlined in Section 1.06. Any costs of enforcement or other costs, other than standard costs of administering this Agreement, shall be split evenly between Authority and Ramsey County, and if reimbursed, shall be refunded to Ramsey County in the proportion paid.

ARTICLE 2 INSURANCE AND INDEMNIFICATION

Section 2.01 Insurance. Grantee will purchase and maintain such insurance as will protect it from claims which may arise out of, or result from, its operations related to this Agreement, whether such operations be by Grantee, or by any subcontractor, or by anyone directly employed by them, or by anyone for whose acts any one of them may be liable. Certificates of Insurance shall be issued evidencing such coverage to Authority throughout the term of this Agreement.

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

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

- B. **Automobile Insurance.** Coverage shall be provided for hired, non-owned and owned auto with minimum limits of \$1,000,000 combined single limit.
- C. **Workers' Compensation and Employers' Liability.** Workers' Compensation as required by Minnesota Statutes.

- D. Grantee shall provide Authority with prior notice of any lapse in the insurance required under this Agreement including cancellation, and/or non-renewal or material change in coverage. The above sub-paragraphs establish minimum insurance requirements, and it is the sole responsibility of Grantee to purchase and maintain additional coverages as it may deem necessary in connection with this Agreement. Certificate of Insurance must demonstrate that the policy is issued pursuant to these requirements. Copies of insurance policies shall be submitted to Authority upon request. Certificates shall specifically indicate if the policy is written with an admitted or non-admitted carrier. Best's Rating for the insurer shall be noted on the Certificate, and shall not be less than an A-.
- E. Nothing in this Agreement shall constitute a waiver by Authority or Ramsey County of any statutory or common law immunities, limits, or exceptions on liability.

Section 2.02 Hold Harmless and Indemnification.

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

**ARTICLE 3
GRANTEE REPRESENTATIONS AND WARRANTIES**

Section 3.01 Grantee represents and warrants to Authority that:

- A. It is a Minnesota municipal corporation duly organized in good standing under applicable laws of the State of Minnesota and that it has legal authority to execute, deliver, and perform its obligations under this Agreement. Grantee further represents and warrants that executing this Agreement will not violate any provisions of Grantee's organizational documents, the laws of the State of Minnesota or the United States of America, or cause a breach or default of any other agreement to which Grantee is a party.
- B. The execution and delivery of this Agreement, and the performance by Grantee of its obligations hereunder, do not and will not violate or conflict with any provision of law and

do not and will not violate or conflict with, or cause any default or event of default to occur under any agreement binding upon Grantee.

- C. Grantee warrants that it has fully complied with all applicable state and federal laws pertaining to its business and will continue to comply throughout the terms of this Agreement. If at any time Grantee receives notice of noncompliance from any governmental entity, Grantee agrees to take any necessary action to comply with the state or federal law in question.
- D. Grantee will obtain, or cause to be obtained, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, state, and federal laws and regulations which must be obtained or met for the completion of the Projects and operation of the Property.

Section 3.02 Acknowledgements. Grantee represents and warrants that it shall acknowledge the assistance provided by the Ramsey County Housing and Redevelopment Authority and Ramsey County in promotional materials, press releases, reports and publications relating to the Project Activities that are funded in whole or in part with the Funds.

Section 3.03 Assignment. Grantee shall not cause or permit any voluntary transfer, assignment, or other conveyance of this Agreement without the written consent of Authority. Any non-approved transfer, assignment or conveyance shall be void.

Section 3.04 Anti-Displacement and Relocation. Grantee shall take all reasonable steps to minimize displacement of persons and businesses as necessary for implementation of the Project Activities. Grantee shall conduct all property acquisitions in its name, or in the name of another eligible organization acceptable to Authority, which shall hold title to all real property acquired. Borrower shall prepare all notices, appraisals, and documentation required in conducting acquisition under the latest applicable state or federal regulations, as applicable, and provide all relocation notices, counseling, and services. Grantee also agrees to comply with all applicable ordinances, resolutions and policies concerning the displacement of persons from their residences or businesses. In the event that it is determined that any individual or business is entitled to relocation assistance as a result of acquisition, rehabilitation, demolition or conversion of property related to the Project Activities, Grantee will be solely responsible for all such expenses. In the event of litigation regarding entitlement to relocation expenses or other assistance, Borrower will be solely responsible for the cost of such litigation.

ARTICLE 4 DEFAULT AND REMEDIES

Section 4.01 Event of Default. Any and all of the following events shall constitute an “Event of Default” under this Agreement:

- A. Grantee uses any portion of the Grant proceeds for purposes other than specified herein including infrastructure planning and conceptual designs.

- B. Grantee fails to comply with any of the terms, conditions, requirements, representations, warranties or provisions contained in its Application, this Agreement or any other Authority document.
- C. Any of the information, documentation or representations that Grantee supplied to Authority in its Application, this Agreement or any other Authority document to induce Authority to make the Grant is determined to be false, untrue, or misleading in any material manner.

Section 4.02 Remedies. Upon the occurrence of an Event of Default, Authority may immediately, without notice to Grantee, suspend its performance under this Agreement. After providing thirty (30) days written notice to Grantee of an Event of Default, but only if the alleged Event of Default has not been fully cured within said thirty (30) days by Grantee, Authority may: (a) refrain from disbursing any further Funds' (b) demand that any amount of Funds already disbursed to Grantee be immediately returned to Authority, and upon such demand, Grantee shall immediately return such proceeds to Authority; (c) terminate this Agreement by written notice; and (d) pursue whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect all costs (including reasonable attorneys' fees) and any amounts due under this Agreement or to enforce the performance and observance of any obligation, agreement, or covenant hereof.

Section 4.03 Authority's Costs of Enforcement of Agreement. If an Event of Default has occurred as provided herein, then upon demand by Authority, Grantee shall pay or reimburse Authority for all expenses, including all attorneys' fees and expenses incurred by Authority in connection with the enforcement of this Agreement, or in connection with the protection or enforcement of the interests of Authority in any litigation or in any action or proceeding relating in any way to the transactions contemplated by this Agreement.

Section 4.04 No Remedy Exclusive. No remedy herein conferred upon or reserved to Authority is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle Authority to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as provided in Section 4.02.

Section 4.05 No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by Grantee and thereafter waived by Authority, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

ARTICLE 5

ACCOUNTING, AUDIT AND REPORTING REQUIREMENTS

Section 5.01 Accounting and Records. Grantee agrees to establish and maintain complete, accurate and detailed accounts and records relating to the receipt and expenditure of all Funds received under this Agreement. Such accounts and records shall be kept and maintained by Grantee for a period of six (6) years following the termination of this Agreement. Accounting methods shall be in accordance with generally accepted accounting principles.

Section 5.02 Audits. The accounts and records of Grantee described in Section 5.01 shall be audited in the same manner as all other accounts and records of Grantee and may, for a period of six (6) years following the termination of this Agreement, be inspected on Grantee's premises by Authority or individuals or organizations designated by Authority, upon reasonable notice thereof to Grantee. The books, records, documents and accounting procedures relevant to this Agreement are subject to examination by the State Auditor in accordance with Minnesota law.

Section 5.03 Grantee further agrees that it is financially responsible (liable) for any audit exception which occurs due to its negligence or failure to comply with the terms of the Agreement.

ARTICLE 6 GENERAL PROVISIONS

Section 6.01 Amendments. This Agreement represents the entire agreement between Authority and Grantee on the matters covered herein. No other agreement, statement, or promise made by any party, or by any employee, officer, or agent of any party that is not in writing and signed by all the parties to this Agreement shall be binding. Authority and Grantee may amend this Agreement by mutual agreement and shall be effective only on the execution of written amendments signed by authorized representatives of Authority and Grantee.

Section 6.02 Equal Opportunity and Non-discrimination. Grantee will comply with all federal, state and local laws prohibiting discrimination on the basis of age, sex, marital status, race, creed, color, national origin or the presence of any sensory, mental or physical handicap, or any other basis now or hereafter prohibited by law. Grantee will include in all solicitations for work on the Project, a statement that all qualified applicants will be considered for employment. The words "Equal Opportunity Employer" in advertisements shall constitute compliance with this section. Grantee will not discriminate, or allow any contractor, subcontractor, union or vender engaged in any activity in connection with the Project to discriminate against any employee or applicant for employment in connection with the Project because of age, marital status, race, creed, color, national origin, or the presence of any sensory, mental or physical handicap, except when there is a bona fide occupational limitation and will take affirmative action to insure applicants and employees are treated equally with respect to all aspects of employment, rates of pay and other forms of compensation, and selection for training.

Section 6.03 Conflict of Interest. The members, officers and employees of Grantee shall comply with all applicable state statutory and regulatory conflict of interest laws and provisions.

Section 6.04 Severability. If one or more provisions of this Agreement are found invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the remaining

provisions shall not in any way be affected, prejudiced, disturbed or impaired thereby, and all other provisions of this Agreement shall remain in full force.

Section 6.05 Time. Time is of the essence in the performance of the terms and conditions of this Agreement.

Section 6.06 Notices. Any notices required or contemplated under this Agreement will be effective upon the placing of such notice in the United States mails, certified mail, return receipt requested, postage prepaid, and addressed as follows:

To Authority:

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

With two courtesy copies to:

Ramsey County Attorney's Office, Civil Division
ATTN: HRA Attorney and Public Works Attorney
121 Seventh Place East, Suite 4500
St. Paul, MN 55101

To Grantee:

City of Roseville
2660 Civic Center Dr.
Roseville, MN 55113

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

Section 6.07 Warranty of Legal Capacity. The individuals signing this Agreement on behalf of Grantee and on behalf of Authority represent and warrant on Grantee's and Authority's behalf respectively that the individuals are duly authorized to execute this Agreement on Grantee's and Authority's behalf, respectively and that this Agreement constitutes Grantee's and Authority's valid, binding and enforceable agreements.

Section 6.08 Electronic Signatures; Execution in Counterparts. The electronic signature of the parties to this Agreement shall be as valid as an original signature of such party and shall be effective to bind the parties hereto. For purposes hereof, (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or

internet message. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 6.09 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota, without regard to choice of law principles. All litigation regarding this Agreement will be venued in the appropriate state or federal district court in Ramsey County, Minnesota.

Section 6.10 Data Practices. All data collected, created, received, maintained or disseminated for any purpose in the course of Grantee's performance of this Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and any other applicable state statutes, any state rules adopted to implement the Act and statutes, as well as federal statutes and regulations on data privacy.

Section 6.11 Waste Management. If Project Activities include demolition, Grantee must submit a waste management plan to Ramsey County Department of Environmental Health.

Section 6.12 Final Report. Grantee agrees to provide Authority a final report, on such form as provided by Authority, prior to the termination of this Agreement.

Section 6.13 Incorporation of Recitals and Exhibits. The Recitals made at the beginning of this Agreement, and the Exhibits that are attached to this Agreement, are true and correct and, by this reference, are incorporated into and made a part of this Agreement.

Section 6.14 Miscellaneous.

- A. All representations, warranties, and covenants contained in this Agreement or made in writing by or on behalf of Grantee in connection with the transactions contemplated by this Agreement will survive the execution and delivery of this Agreement, and the exercise of any rights or remedies by Authority. All statements contained in any certificate or other instrument delivered by or on behalf of Grantee pursuant to such certificate or other instrument, or in connection with the transactions contemplated by this Agreement will constitute representations and warranties by Grantee.
- B. This Agreement will be binding upon and inure to the benefit of the successors and assigns of the parties to this Agreement, except that Grantee's rights under this Agreement are not assignable without the prior written consent of Authority, which will not be unreasonably withheld. Without limiting the discretion otherwise afforded Authority in granting or withholding its consent to such an assignment, the parties agree that such consent may be withheld in regard to any such assignment which Authority finds to be inconsistent with the purposes for which the Funds which are the subject of this Agreement was made.
- C. If any provision of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability will not affect any other provisions of this Agreement, and this Agreement will be construed as if the unlawful or unenforceable provisions had never been contained in this Agreement.

- D. It is agreed that nothing contained in this Agreement is intended or should be construed as creating the relationship of agents, partners, joint venturers, or associates between the parties or as constituting Grantee as the employee of Authority or Ramsey County for any purpose or in any manner whatsoever. Grantee is an independent contractor and neither it, its employees, agents nor representatives are employees of Authority or Ramsey County.

[Signature Pages Follow]

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA / PUBLIC WORKS CRITICAL CORRIDORS
PREDEVELOPMENT PLANNING GRANT AGREEMENT**

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed the date and year first written above.

GRANTEE:

By: City of Roseville

By: _____

Its: _____

**SIGNATURE PAGE TO
RAMSEY COUNTY HRA / PUBLIC WORKS CRITICAL CORRIDORS
PREDEVELOPMENT PLANNING GRANT AGREEMENT**

**RAMSEY COUNTY HOUSING AND
REDEVELOPMENT AUTHORITY**

By: _____
Ryan T. O'Connor,
Ramsey County Manager

Approval Recommended:

Community and Economic Development

Approved as to Form:

Assistant Ramsey County Attorney

RAMSEY COUNTY

By: _____
Ryan T. O'Connor,
Ramsey County Manager

Approval Recommended:

Public Works

Approved as to Form:

James A. Mogen
Assistant Ramsey County Attorney

EXHIBIT A

Project Area

The intersection of County Road B and Snelling Avenue and relevant surrounding areas in the City of Roseville, Minnesota.

EXHIBIT B

Project Activities

Eligible Activities:

- Infrastructure planning and conceptual designs, including a pedestrian safety study

Ineligible Activities:

- Capital costs and equipment
- Road-centric planning
- General sewer or water infrastructure planning
- Traffic or parking studies not corresponding to parking reduction goals
- Site plans
- Soft costs (except those listed as eligible activities)

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

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

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

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

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

GRANTEE:

City of Roseville

By: _____

Its: _____

Dated: _____, 20__.

 Prepared by: Engineering Department
9/28/2022

 Parcels
Multiple Dwelling Buildings
Pathways and Sidewalks
Transit Stations

DISCLAIMER: This map is neither a legally recorded map nor a survey and is not intended to be used as one. This map is a compilation of records, information and data located in various city, county, state and federal offices and other sources regarding the area shown, and is to be used for reference purposes only. This City does not warrant that the Geographic Information System (GIS) Data used to prepare this map are error free, and this City does not represent that the GIS Data can be used for navigational, tracking or any other purpose requiring exacting measurement of distance or direction or precision in the depiction of geographic features. If errors or discrepancies are found please contact 651-792-7075. The following disclaimer is provided pursuant to Minnesota Statutes §466.03, Subd. 21 (2000), and the user of this map acknowledges that the City assumes no liability for any damages, and extraordinary claims, and agrees to defend, indemnify, and hold harmless the City from any and all claims brought by User, its employees or agents, or third parties which arise out of the User's access or use of data provided.

- * Ramsey County GIS (9/7/2022)
- * City of Roseville Community Development
- * City of Roseville Finance Department

0 80 200 200 300 Feet

CtyRdB&Snelling



REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.j

Department Approval

City Manager Approval



Item Description: Approve an Amendment to City Code Chapter 309: Massage Therapy

BACKGROUND

The City Council has discussed the regulation of massage therapists and massage therapy establishments (Chapter 309) several times over the past 18 months.

At the April 24 meeting Council approved Ordinance No. 1631 resulting in numerous changes to Chapter 309.

It was noted that Section 309.03(C) failed to include certain medical professions in the exceptions for massage therapists. Therefore, the ordinance needs to be amended to list the statutes under which the various relevant professionals are licensed.

The changes are shown in Attachment A.

POLICY OBJECTIVE

Among the City's Community Aspirations are to ensure that the community is safe and law-abiding.

BUDGET IMPLICATIONS

There is no immediate financial impact on the changes to Chapter 309.

RACIAL EQUITY IMPACT SUMMARY

According to the findings in '*Human Trafficking Task Force Report*'¹, "Human trafficking is prevalent within the massage profession. Research shows that as many as 6,500 illicit (massage) businesses are active in the United States." The report further states that human trafficking is linked with fraud in massage therapist education and in the licensing pathways. Human trafficking in the massage profession is part of a much larger international problem that creates slavery, bondage, intimidation, violence and trauma. The Trafficking Victim Protection Act of 2004 found that traffickers primarily target women and girls, who are disproportionately affected by poverty, have limited access to education, suffer chronic unemployment, discrimination, and lack economic opportunities in their countries of origin. Traffickers lure women and girls into their networks through false promises of decent working conditions.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the attached ordinance amending Chapter 309.

¹ Human Trafficking Task Force Report. *Federation of State Massage Therapy Boards*.
<https://www.fsmtb.org/media/1606/http-report-final-web.pdf> 2017.

32 **REQUESTED COUNCIL ACTION**

33 Approve the attached ordinance amending Chapter 309.

34

Prepared by: Patrick Trudgeon, City Manager
Katie Bruno, Deputy City Clerk

Attachments: A: Ordinance amending Chapter 309

**City of Roseville
ORDINANCE NO. 1633**

AN ORDINANCE AMENDING

TITLE 3 Chapter 309

**AN ORDINANCE AMENDING TITLE 3 CHAPTER 309 OF THE ROSEVILLE
CITY CODE TO CLARIFY EXCEPTIONS MASSAGE THERAPIST LICENSES**

THE CITY COUNCIL OF CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 3 Chapter 309 Section 309.03 of the Roseville City Code is amended to read as follows:

309.03 LICENSE REQUIRED, EXCEPTIONS.

- A. License Required: No person shall engage in the business of operating a massage therapy establishment or perform massage therapy in the City without first having obtained the required license.
- B. Massage Therapy Establishment Exceptions: A massage therapy establishment license is not required for entities duly licensed or operating as a hospital, nursing home, hospice, sanitarium or group home established for the hospitalization or care of human beings provided the massage is administered only to the residents or patients of the facility as part of their care and not provided as a part of a separate service.
- C. Massage Therapy License Exceptions: A massage therapy license is not required for the following persons:
 - 1. Persons duly licensed as a doctor by this state to practice medicine, surgery, osteopathy, chiropractic, physical therapy or podiatry, provided the massage is administered in the regular course of the medical business as it prepares the patient for a medical procedure or complements a medical procedure previously performed on the patient and not provided as part of a separate and distinct massage business.
 - ~~1.~~ 2. Persons working as, or solely under the direction and control of, a professional licensed by the Board of Medical Practice or the Minnesota Department of Health or under M.S. Chapters 147 and 148, provided the massage is directly related to the medical or health treatment and is administered on the premises of the medical or health business.
 - ~~2.~~ 3. Students of an accredited institution who are performing massage services in the course of a clinical component of an accredited program of study, provided that the students are performing the massage services at the location of the accredited institution and provided the students are identified to the public as students of massage therapy.

46 SECTION 2: Effective date. This ordinance shall take effect upon its passage and
47 publication.
48

49 Passed by the City Council of the City of Roseville this 22 day of May, 2023.

Signatures as follows on separate page:

***Ordinance –AN ORDINANCE AMENDING TITLE 3 CHAPTER 309 OF THE
ROSEVILLE CITY CODE TO AMEND REQUIREMENTS FOR MASSAGE
ESTABLISHMENT AND MASSAGE THERAPIST LICENSES.***

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.k

Department Approval



City Manager Approval



Item Description: Approve Memorandum of Understanding with LELS Local 436 regarding compensatory time

BACKGROUND

The purpose of this staff report is to provide an overview and recommendation regarding the approval of a Memorandum of Understanding (MOU) between the City and the Police Sergeant's Union. The proposed MOU aims to update the contract language pertaining to the accrual and carry-over of compensatory time for police personnel.

Compensatory time is a critical component of labor agreements and ensures that employees are adequately compensated for extra hours worked. In order to maintain a fair and efficient workforce, it is essential to establish clear guidelines for the accrual and carry-over of compensatory time. Currently, the existing contract language between the City and the Union requires revision to address any potential gaps, inconsistencies, or ambiguities that may hinder effective time management and employee well-being.

POLICY OBJECTIVE

The general policy objective for approving the MOU with the Police Union is to enhance the clarity, fairness, and operational efficiency regarding the accrual and carry-over of compensatory time for police personnel.

BUDGET IMPLICATIONS

There are no budget implications.

RACIAL EQUITY IMPACT SUMMARY

There have been no racial equity impacts identified at this time.

STAFF RECOMMENDATION

Staff recommends authorizing the City Manager to enter into a Memorandum of Understanding with LELS Local 436 regarding accrual and carry-over of compensatory time.

REQUESTED COUNCIL ACTION

Staff recommends authorizing the City Manager to enter into a Memorandum of Understanding with LELS Local 436 regarding accrual and carry-over of compensatory time.

Prepared by: Rebecca Olson, Assistant City Manager
Attachments: A: Memorandum of Understanding

MEMORANDUM OF UNDERSTANDING

Between

CITY OF ROSEVILLE

And

LELS Local 436

This Memorandum of Understanding sets forth the mutual agreement between all members of LELS Local 436 ("Union") and the City of Roseville ("City") regarding accrual, carry-over, and payout of compensatory time off.

WHEREAS, certain members did not receive final payout of compensatory time that exceeded the 2022 year-end maximum accrual pursuant to the Collective Bargaining Agreement (CBA); and

WHEREAS, the parties now wish to amend the current CBA (1/1/22 – 12/31/24) regarding compensatory time off and approve a payout to certain members.

The parties agree as follows:

1. Article 13.7 of the CBA is repealed and replaced with the following:

Compensatory time may be accrued up to one hundred (100) hours for any overtime earned under the provisions of this contract (including holidays). The employee may choose either cash payment or compensatory time up to the one hundred (100) hour maximum. Overtime beyond the maximum will be paid in cash. The employee may carry over eighty (80) hours of compensatory time into the following year. Compensatory time beyond eighty (80) hours will be calculated with the final payroll of each calendar year.

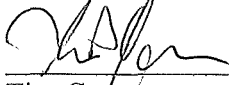
2. The City will pay 20 hours of compensatory time at the hourly rate of \$53.85 to Kyle Eckert and Michael Holtmeier, and the City will pay 20 hours of compensatory time at the hourly rate of \$45.16 to Jacob Swanson. The compensatory time banks for these members will be reduced accordingly.
3. No other provisions of the parties' CBA are intended to be, nor shall be construed to be, amended in any other manner by way of this Memorandum of Understanding.

FOR THE CITY OF ROSEVILLE

Patrick Trudgeon Date
City Manager

Rebecca Olson Date
Assistant City Manager

FOR LELS LOCAL 436



Tim Gannon Date
Business Representative



Tom Fitzl Date
Union Steward

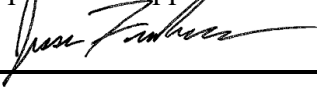
5/17/2023

05/17/2023

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.1

Department Approval



City Manager Approval



Item Description: Lexington Plaza Escrow Agreement at 1754 Lexington Avenue

BACKGROUND

As part of the Lexington Plaza Site Redevelopment, located at 1754 Lexington Avenue, the developer, Lexington Plaza, LLC, has worked with the City to develop a project agreement required for partial reconstruction of the south side of Roma Avenue adjacent to the project. The project agreement was approved by City Council on April 10, 2023, and called for a construction security in the amount of 150% of the estimated cost of construction, \$91,957, in the event the developer fails to perform. In lieu of cash or a letter of credit, the Developer has requested an escrow agreement to provide the required construction security.

The City Attorney has reviewed the escrow agreement.

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

There are no costs to the City for this agreement.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this agreement.

STAFF RECOMMENDATION

Staff recommends the City Council approve the Lexington Plaza Escrow Agreement.

REQUESTED COUNCIL ACTION

Motion to approve the Lexington Plaza Escrow Agreement.

Prepared by: Jennifer Lowry, Assistant Public Works Director/City Engineer
Attachments: A: Escrow Agreement

ESCROW AGREEMENT

THIS ESCROW AGREEMENT is made as of _____, 2023, by and among the City of Roseville, a Minnesota municipal corporation (“**City**”), Lexington Plaza, LLC, a Minnesota limited liability company (“**Developer**”), and First American Title Insurance Company, a Nebraska corporation (“**Escrow Agent**”).

RECITALS

A. Developer is redeveloping certain property that it owns in Roseville, Minnesota, described on Exhibit A hereto (the “**Property**”), and City and Developer are parties, in said respective capacities, to that certain Project Agreement dated April __, 2023 (the “**Project Agreement**”) in connection therewith, attached hereto as **Exhibit B**.

B. The Project Agreement requires the Developer to deposit funds in escrow, defined in the Project Agreement as Construction Escrow, to secure its obligations to complete certain Improvements under the Project Agreement, and City and Developer desire that Escrow Agent hold those funds as more fully described below.

PROVISIONS

IN CONSIDERATION of the mutual covenants of the parties contained herein and in the Project Agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Simultaneously with the execution of this Agreement, Developer has delivered to Escrow Agent the sum of \$ _____, representing the funds called for under the Project Agreement (the “**Escrowed Funds**”).
2. Escrow Agent shall deposit the Escrowed Funds into an interest-bearing trust account pursuant to investment instructions to be mutually agreed upon by the parties. Escrow Agent agrees to hold the Escrowed Funds in accordance with the terms of this Agreement. All interest on the Escrowed Funds shall accrue to the benefit of Developer; provided, however, that if the City is entitled to receive the Escrowed Funds according to the terms of the Project Agreement, the City shall also be entitled to all accrued interest thereon.
3. This Agreement will remain in full force and effect until the City has approved and accepted the Public Improvements as described in the Project Agreement and upon satisfaction of the requirements in Section 4.01 (d) of the Project Agreement.
4. Escrow Agent shall release the Escrowed Funds to the City for completion of work on the Public Improvements and related costs as described in Section 4.01 (b) of the Project Agreement or for other purpose provided for under the Project Agreement. Any request for disbursement of Escrowed Funds must be signed by the Mayor and City

Manager of the City of Roseville and will be given to Escrow Agent as required in Paragraph 5 herein. More than one draw may be made on the Escrowed Funds. Other than the presentation of a request for Escrow Funds, the City has no obligations under this Agreement.

5. Notice. Any notice required to be given to City, Developer or Escrow Agent pursuant to this Agreement shall be in writing and shall be deemed duly given: (i) on the date of personal delivery; (ii) one business day following dispatch by Federal Express or equivalent; or (iii) three (3) business days after mailing certified or registered mail, postage prepaid, return receipt requested, to respective addresses of the parties set out below:

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

with a copy to:

Developer:
Lexington Plaza, LLC
P.O. Box 555
Wayzata, MN 55391
Attn: Albert Esther, Managing Member

With a copy to:
Messerli & Kramer P.A.
100 South Fifth Street, Suite 1400
Minneapolis, MN 55402
Attn: Anthony L. Barthel

Escrow Agent:
First American Title Insurance Company
121 South Eighth Street
Suite 1250
Minneapolis, MN 55402
Attn: James L. Erickson

Any party, by notice given as aforesaid, may change the address to which subsequent notices are to be sent to such party.

6. The sole duties of Escrow Agent shall be those described herein, and Escrow Agent shall be under no obligation to determine whether the other parties hereto are complying with any requirements of law or the terms and conditions of any other agreements among said parties. Escrow Agent may conclusively rely upon and shall be

protected in acting upon any notice, consent, order, or other document believed by it to be genuine and to have been signed or presented by the proper party or parties, consistent with reasonable due diligence on Escrow Agent's part. Escrow Agent may consult the advice of counsel with respect to any issue concerning the interpretation of its duties hereunder. Developer hereby acknowledges such fact and agrees to indemnify and hold harmless Escrow Agent from any action taken by it in good faith in reliance thereon. Escrow Agent shall have no duty or liability to verify any such notice, consent, order or other document, and its sole responsibility shall be to act as expressly set forth in this Agreement. Escrow Agent shall be under no obligation to institute or defend any action, suit or proceeding in connection with this Agreement. If any dispute arises with respect to the disbursement of any monies, Escrow Agent may continue to hold the same or commence an action in interpleader and in connection therewith remit the same to a court of competent jurisdiction pending resolution of such dispute, and the parties hereto hereby indemnify and hold harmless Escrow Agent for any action taken by it in good faith in the execution of its duties hereunder.

7. This Agreement represents the full understanding and agreement of the parties regarding the Escrow Funds and shall not in any way be modified, amended, or limited except by written agreement between all parties.

IN WITNESS WHEREOF, the parties have set their hands as of the day and year set forth above.

CITY:
City of Roseville

By: _____
Daniel J. Roe, Mayor

By: _____
Patrick Trudgeon, City Manager

DEVELOPER:
Lexington Plaza, LLC

By: _____

Its _____

ESCROW AGENT:
First American Title Insurance Company

By: _____

Its _____

EXHIBIT A

Parcel A (Abstract property):

The West Quarter of the North Half of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, except the north 247 feet and except the south 60 feet thereof.

Parcel B (Abstract property):

The West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, except the west 150 feet of that part of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter lying north of a line running at right angles to the west line of said Section 14, from a point thereon 559.3 feet north of the southwest corner thereof,

Except that part thereof acquired by the County of Ramsey pursuant to the Final Certificate, dated January 14, 2002, recorded January 28, 2002, in the office of the Ramsey County Recorder as Doc. No. 3463823.

Parcel C (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying south of a line running at right angles to the west line of said Section 14, from a point thereon distant 559.3 feet north of the southwest corner of said Section 14, and lying north of a line described as follows: Beginning at a point on the west line of said Section 14, distant 451.5 feet north of the southwest corner of said Section; thence running easterly to a point on the east line of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter distant 452.88 feet north of the south line of said Section 14.

Parcel D (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying north of a line running at right angles to the west line of said Section 14 from a point thereon distant 329.5 feet north of the southwest corner of said Section 14, and lying south of a line described as follows: Beginning at a point on the west line of said Section 14, distant 451.5 feet north of the southwest corner of said Section; thence running easterly to a point on the east line of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter distant 452.88 feet north of the south line of said Section 14, except all that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, described as follows: Commencing at a point on the west line of said Section 14, distant 329.5 feet north of the southwest corner thereof; thence running East at right angles to said west line 193.3 feet to the point of beginning of the land being described; thence North at right angles 1/10 of a foot; thence East at right angles 90.05 feet; thence North at right angles 20.97 feet; thence East at right angles 46.44 feet more or less to the east line of the aforescribed fraction of Section 14; thence South on said east line 21.07 feet; thence West 136.51 feet more or less to the point of beginning.

Parcel E (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying south of a line running East at right angles to the west line of said Section 14 from a point thereon distant 329.5 feet north of the southwest corner of said Section 14, and all that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, described as follows: Commencing at a point on the west line of said Section 14, distant 329.5 feet north of the southwest corner thereof; thence running East at right angles to said west line 193.3 feet to the point of beginning of the land being described; thence North at right angles $\frac{1}{10}$ of a foot; thence East at right angles 90.05 feet; thence North at right angles 20.97 feet; thence East at right angles 46.44 feet more or less to the east line of the aforescribed fraction of Section 14; thence South on said east line 21.07 feet; thence West 136.51 feet more or less to the point of beginning,

Except that part thereof acquired by the County of Ramsey pursuant to the Final Certificate, dated January 14, 2002, recorded January 28, 2002, in the office of the Ramsey County Recorder as Doc. No. 3463823.

Parcel F:

A non-exclusive easement for sewer lines and ingress and egress over the westerly 20 feet of the East Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 14, Township 29, Range 23, as contained in the Easement Agreement, dated May 28, 1957, recorded May 31, 1957, in the office of the Ramsey County Recorder as Doc. No. 1428089.

Parcel G (Abstract property):

The west 150 feet of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29 North, Range 23 West, lying north of a line running at right angles to the west line of said Section 14 from a point thereon 559.3 feet north of the southwest corner of said Section 14.

Parcel H:

A non-exclusive easement for the passage and parking of vehicles and for the use, passage and accommodation of pedestrians, over part of Lot 7, Block 1, Memorial Addition No. 1, as contained in the Easement Agreement, dated July 17, 2006, recorded August 10, 2006, in the office of the Ramsey County Recorder as Doc. No. 3969755.

EXHIBIT B

CITY OF ROSEVILLE PROJECT AGREEMENT

THIS PROJECT AGREEMENT (“Agreement”) is made this ____ day of April, 2023, by and between the City of Roseville, a municipal corporation under the laws of the State of Minnesota (the “City”) and Lexington Plaza, LLC, a limited liability company under the laws of the State of Delaware (the “Developer”) (The City and Developer may be referred to hereafter as a “Party” and together as the “Parties”).

RECITALS

- A. Developer is the fee owner of real property in the City of Roseville legally described as follows:

See attached **Exhibit A** (Ramsey County, Minnesota PID 142923330171)

(the “Property”)

- B. Developer intends to redevelop the property along Roma Avenue between the Lexington Plaza Shopping Center ingress/egress drive and the service drive serving the east side of the shopping center. This would include removal of existing parking spaces, public sidewalk, concrete curb and gutter, and, replace with new public sidewalk, curb and gutter, grass boulevard, and rework of the existing storm basin on the Property (the “Project”).
- C. The City Council has not taken prior action related to the Project.
- D. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the Project, including but not limited to the execution and recording of certain instruments, and payment of fees and other obligations related to the Property.
- E. The Developer shall install or cause to be installed and pay for the following (the “Improvements”) as reflected in the Site Plan, and all plans related to the Project that have been approved by the City (the “Approved Plans”):
- a. Surface improvements (paved streets, pathways, etc.) to the extent as indicated on the Approved Plans.
 - b. Storm water improvements shall include the removal of the top section in the existing valley gutter and replacing with a top section appropriate for a curb and gutter.
 - c. Site grading to the extent as indicated on the Approved Plans.
 - d. Landscaping to the extent as indicated on the Approved Plans.
 - e. Other items as necessary to complete the Project as stipulated herein or in other agreements.

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are acknowledge, the Parties agree as follows:

ARTICLE ONE CONSTRUCTION OF IMPROVEMENTS

1.01 Prerequisites to Construction of Improvements. Before commencing construction of the Improvements, the Developer must satisfy all of the following conditions precedent:

- a) Developer has provided proof that Developer is the fee owner of the Property and that that no other parties have an interest in the Property other than those that have been disclosed to and accepted by the City;
- b) This Agreement has been executed by the Developer and the City and recorded with Ramsey County;
- c) The Developer has received all required land use approvals and other permits from the City (the "City Approvals");
- d) The Developer has received City approval of all Approved Plans as set forth in Section 1.02 herein;
- e) Developer has paid all outstanding fees to the City;
- f) The City has received the required Construction Security (as defined in Section 4.01) and Cost Escrow (as defined in Section 4.02) from or on behalf of the Developer;
- g) Developer has submitted final engineering and construction plans in digital (required) and hard copy (if requested) format for the Improvements and has received approval by the City Engineer (the "Approved Plans" as defined in Section 1.02);
- h) Developer or Developer's representative has initiated and attended a preconstruction meeting with the City Engineer and other City staff;
- i) The Developer has submitted to the City, \$3,678 in Engineering Coordination fees for Construction Observation as described in Section 2.03; and
- j) The City has issued a Notice to Proceed and all conditions precedent have been satisfied.

1.02 Approved Plans. The Property shall be developed in accordance with the following plans, specifications and other documents and approved by the City Engineer (together the "Approved Plans"). These documents may be prepared after the Parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the documents have

been submitted to and approved by the City. The Approved Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Approved Plans are as follows:

Plans and Specifications (the below described shall be included in the plans and specifications, however not necessarily individual sheets for each)

- a. Removals;
- b. Site Plan;
- c. Grading, Drainage and Utility Plan;
- d. Erosion Control Plan and Schedule;
- e. Standard and Custom Details;
- f. Landscape Improvements.

1.03 Construction of Public Improvements. The Project will include construction of certain Improvements to current public property (the "Public Improvements"). All Public Improvements must be constructed in accordance with City details and specifications and the Approved Plans (as defined in Section 1.02). All labor and work must be done and performed in the best and most workerlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the City Engineer. Public Improvements shall consist of the following:

- a) Public Street Construction: Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third party. The City reserves the right to require additional testing as necessary to ensure proper construction, at the Developer's expense. The following streets shall become publicly owned and maintained after acceptance of the improvement:

1. Roma Avenue

- b) Public Pathways. A 6' wide sidewalk shall be constructed from the westerly shopping center ingress/egress drive to the easterly service drive serving the rear of the building.
- c) Storm Sewer. The Developer shall remove and replace the existing valley gutter basin section with a new section to accommodate the new curb and gutter design.

1.04 Public Dedication and Ownership.

Ownership of Improvements and Risk of Loss. Upon completion and City acceptance of the Public Improvements by the City Council, all Public Improvements lying within public

rights-of-way and easements shall remain City property without further notice or action. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until accepted by the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until acceptance of such Public Improvement by the City. Upon acceptance of the public improvement, the Developer shall warranty all work for a one (1) year period by providing a warranty bond.

1.05 Work or Materials. All work that Developer is required to perform pursuant to this Agreement shall be done at no expense to the City. No reimbursement shall be made by the City for any work paid for by the Developer. The Developer agrees that it will make no claim for compensation for work or materials so done or furnished.

1.06 Construction of Private Improvements. The Project will consist of construction of certain Improvements on private property (the "Private Improvements"). All labor and work will be done and performed in the best and most workmanlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be pre-approved in writing by the City Engineer.

- a) Private Street Construction: Street improvements include subgrade preparation, gravel base, bituminous surfacing, and concrete curb and gutters. Public Street Restoration. Curb cuts and street cuts shall be reconstructed to match existing street typical section.
- b) Site Grading and Restoration: Site grading improvements shall include common excavation, subgrade correction, and embankment grading. The Developer shall perform restoration on the Property in accordance with the Approved Plans.
 - 1. The Developer shall submit to the City a site grading and drainage plan for the entire Project.
 - 2. The Developer shall submit a certificate of survey (as-built survey) of the Project to the City after site grading, with street and lot grades.
 - 3. All improvements to the lots and the final grading shall comply with the approved grading plan.

ARTICLE TWO CONSTRUCTION STANDARDS

2.01 Staking, Surveying and Inspections. Developer must provide all required staking and surveying for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans.

2.02 Observation. The Developer shall provide the services of a Project Representative and assistants at the Property to provide observation of the work to be performed and the Improvements to be constructed under this Agreement.

- a. The Developer shall provide the City Engineer a minimum of two (2) business days' notice prior to the commencement of curb and gutter, concrete flatwork, and bituminous surface construction.
- b. Developer's failure to comply with the terms of this section shall permit the City Engineer to issue a stop work order which may result in a rejection of the work and which shall obligate the Developer to take all reasonable steps, as directed by the City Engineer to ensure that the Improvements are constructed and inspected pursuant to the terms of this Agreement; and shall further result in the assessment of a penalty, in an amount equal to 1% of the amount of the Letter of Credit required for Developer Improvements, per occurrence, which amount the Developer agrees to pay to the City upon demand.
- c. The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing shall be performed by a qualified third party. All tests should be submitted to the City for review and approval. The City reserves the right to additional testing as necessary to ensure proper construction, at the Developer's expense.

2.03 Engineering Coordination. A City staff Engineering Coordinator shall be assigned to this project to provide further protection for the City against defects and deficiencies in the work and Public Improvements through the observations of the work in progress and field checks of materials and equipment. However, the furnishing of such engineering coordination will not make the City responsible for construction means, methods, techniques, sequences or procedures or for the safety precautions or programs, or for the Contractors failure to perform his work in accordance with the Plans. The Developer is obligated to pay the City for City Construction Observation services an amount equal to 4% of the estimated cost of the Public Improvements, which amount is \$3,678.

2.04 Unsatisfactory Labor or Material. In the event that the City Engineer rejects as defective or unsuitable any material, then such material must be removed and replaced with approved material at the sole cost and expense of the Developer.

2.05 Completion of Public Improvements, Final Inspection, Acceptance.

- a) Time of Completion. The Developer shall complete all required Public Improvements no later than October 1, 2023 (the "Completion Date"). The Developer may, submit a written request for an extension of time to the City Engineer. If an extension is granted,

it shall be conditioned upon updating the Construction Escrow posted by the Developer to reflect cost increases and the extended Completion Date.

- b) Bituminous and Concrete Material Acceptance. The City shall not accept concrete curb and gutter that has structural or cosmetic defects. The City shall identify all defective curbs for removal. The City shall not accept bituminous that does not meet MnDOT specifications that has an open graded appearance as determined by the City Engineer. Such material shall be rejected and shall be required to be removed and replaced at the Developer's expense.

2.06 As-built Plans. Upon completion of the Improvements, the Developer shall provide the City with drawings of all public and private infrastructure improvements in accordance with City Guidelines: (i) a full set of as-built plans in a digital PDF format, and (ii) an as-built survey in a CAD format, for City records. Upon request by the City Engineer, the Developer will provide sufficient information to the City documenting the Developer's work, including any changes that affect the Approved Plans. The Improvements shall not be accepted, nor shall security retainage be released until all record drawings have been received and accepted by the City Engineer.

2.07 Maintenance of Improvements. Developer shall be responsible for all maintenance, upkeep and repair (including, but not limited to snow plowing, mowing, weed control, and grading) of the privately-owned Improvements; and for the Public Improvements, except for public street and pathway plowing, until completed and accepted by the City. Developer shall remain responsible for all maintenance and upkeep of Improvements that are not transferred to the City. Developer hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Developer's acts or omissions in performing the obligations imposed by this Section until such point the City accepts the Improvements.

2.08 Building Permits and Occupancy. The Developer shall maintain reasonable access to any occupied building within the Project, including necessary street maintenance such as grading and graveling and snow removal prior to permanent street surfacing and acceptance of the streets by the City.

2.09 Site Conditions.

- a) Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by its respective contractors, subcontractors, agents or assigns. The City will inspect the Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours' written notice to the Developer, the City may complete or contract to complete the clean-up and may draw down on the Construction Escrow described in Article Four to pay such costs.
- b) Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or

employee vehicles shall occur along Roma Avenue. No fill, excavating material or construction materials shall be stored in the public right-of-way with exception to that within the construction limits and only during the construction period.

- d) Cold Weather Construction. The City requires that no public concrete or bituminous infrastructure be constructed on frozen ground. Upon evidence of frozen ground in the project aggregate base/subgrade, all concrete and bituminous work shall cease for the construction year. No bituminous base paving or concrete pouring will be allowed after November 1st of the calendar year, unless approved by the City Engineer, and if permitted such work shall comply with City specifications.

2.10 Construction Hours; Noise; Dust. Developer will comply with all requirements of the City pertaining to the hours and days during which construction activities may take place. Unless a variance is approved by the City Council, construction hours shall be 7:00 a.m. to 9:00 p.m. Monday through Friday and 9:00 a.m. to 9:00 p.m. on weekends.

2.11 Erosion Control. Prior to issuance of the Notice to Proceed, the erosion control plan must be approved and City erosion control permit must be issued. The Developer shall meet all requirements of the City's Erosion Control Permit and Ordinance including but not limited to the following:

- a) No construction activity may occur and no building permits will be issued unless the Property is in full compliance with the erosion control requirements.
- b) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets within the Project area, and adjacent streets if tracking is observed, on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the Project does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the After 48-hours verbal notice to the Developer (or immediately in the case of an emergency), the City may complete or contract to complete the clean-up and may draw down on the Permit, Project Escrow or Construction Security described in Section 4.01 to pay such costs.

ARTICLE THREE EASEMENT; RIGHT OF ENTRY

3.01 To the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City. The right of entry conveyed by the Developer to the City shall continue until the completion of the Improvements. The City will provide the Developer with reasonable written notice prior to exercising its rights hereunder, except in the case of an emergency.

ARTICLE FOUR SECURITY, WARRANTY

4.01 Construction Security. Prior to commencement of construction of the Public Improvements, the Developer will furnish the City a list of all Public Improvements and an estimated cost of such Public Improvements, attached hereto as **Exhibit B**, for approval by the City Engineer. Based on those approved costs, Developer will furnish the Construction Security in the form of one of the following: (i) cash to be held in escrow, (ii) an irrevocable Letter of Credit, or (iii) a bond approved by the City Attorney, the total amount of which must be equal to 150% of the estimated project costs for the Public Improvements.

- a) Renewal. In the event Developer posts a Bond or provides a Letter of Credit for the Security, the Bond or Letter of Credit must continue in full force and effect until the City has approved and accepted the Public Improvements. A Letter of Credit must automatically renew at the first of the year until the City releases the developer from responsibility.
- b) Failure to Complete. Upon failure of the Developer to timely perform work on the Public Improvements or to complete work on the Public Improvements by the Completion Date, the City may declare the Developer to be in default as to the Public Improvements and draw an amount from the Construction Security necessary to complete the unfinished work and any City costs associated. Associated costs may include but are not limited to, any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees. The Developer shall be liable to the City to the extent that the Construction Security is inadequate to reimburse the City its costs and pay for the completion of the work.
- c) Reduction of Construction Security. Upon the Developer's written request, the City Engineer may reduce the amount of the Construction Security for completed Public Improvements provided the following conditions are met:
 - 1. The Developer's Engineer of record certifies that the Public Improvements have been constructed to City Standards and in accordance with the Plans.

2. The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.

3. The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

4. The amount of reduction shall be equal to that portion of the Construction Security which covers such completed Public Improvements; provided however, in no case shall the remaining amount of the Construction Security be less than the greater of: (i) 25% of the original amount of the Construction Security, or (ii) 150% of the estimated cost to complete the remaining Public Improvements.

b) Release of Construction Security. After the work described in this Agreement has been completed, the Developer may request that the City accept the Public Improvements and release the Construction Security. This is accomplished through a City Council resolution provided the following conditions are met:

1. As-built Survey. The Developer shall provide an as-built survey upon completion of the Improvements described in Section 1.02 in reproducible and digital (CAD) format. The locations and elevations of sewer and water services shall be accurately shown on the survey.

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

3. Lien Waivers. The Developer provides documentation that its contractors and their subcontractors and suppliers have been paid in full for the work completed and the materials supplied.

4. Warranty. Warranty is provided to the City per Section 4.03.

5. Determination of Completion. The City Engineer and the City Council have determined that all Public Improvements have been completed in accordance with the Approved Plans and terms of this Agreement. The date of City acceptance of the Public Improvements shall be the date of the City Council resolution accepting the Public Improvements

4.02. Escrow for Costs. Prior to entering in to this Agreement, the Developer has deposited a cash escrow in the amount of \$3,678, to pay Administrative Costs. "Administrative Costs" are defined as out-of-pocket costs incurred by the City, together with staff, legal, engineering, and all

other consultant costs of the City, all attributable to or incurred in connection with the Project, but not including Construction Observation. At the Developer's request, but no more often than monthly, the City will provide the Developer with a written report including invoices, time sheets or other comparable evidence of expenditures for Administrative Costs and the outstanding balance of funds deposited. If Administrative Costs incurred, and reasonably anticipated to be incurred, are more than the deposit by the Developer, Developer will, upon request of the City, provide additional funds. If the Administrative Costs incurred, and reasonably anticipated to be incurred are less than the deposit by the Developer, the City shall return to the Developer any funds not anticipated to be needed. The City shall return the unused escrow balance to the Developer no later than two (2) months after the acceptance of the Improvements by the City at the contact information provided on the Escrow Receipt Form.

4.03 Warranty. The Developer warrants the Public Improvements and all work required to be performed by the Developer hereunder against poor material and faulty workmanship for a period of one (1) year after its completion and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the one (1) year warranty period.

ARTICLE FIVE OTHER REQUIREMENTS

5.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Developer or its respective contractors or subcontractors, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement. The Developer will hold the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees until such point the City accepts the Improvements. The Developer further agrees that they will indemnify, defend, and hold harmless the City and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Subject Property. Nothing in this Section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes Sections 466.04 and 604.02.

5.02. Insurance. The Developer must keep all insurance coverage in force at all times that construction on the Project is in progress. The insurance must name the City as an additional insured. The Developer shall, respectively, furnish certificate of insurance acceptable to the City,

covering any public liability or property damage by reason of the operation of its equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with any Agreement or Policy with limits against bodily injury, including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer's work or the work of any of its contractors. The exclusion for underground collapse shall be removed.
- b) Limits for bodily injury or death shall be not less than \$1,000,000.00 for one person per occurrence; limits for property damage shall not be less than \$1,000,000.00 per occurrence; and will maintain a minimum \$2,000,000.00 umbrella.
- c) Worker's compensation insurance, with statutory coverage, if applicable.
- d) Developer shall file a Certificate of Insurance with the City Engineer prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

Should any of the above policies be canceled or terminated before the expiration date thereof, the issuing company shall give thirty (30) days' written notice of cancellation or termination to the Certificate Holder.

5.03 Real Estate Taxes. The Developer shall pay all real estate taxes associated with the Property and owed for the year in which the Project is constructed at the times required, and the Developer shall provide proof to the City of such payment. If the Developer is required to convey any property to the City after July 1 of any calendar year, it shall be solely responsible for all real estate taxes owed on said Property through the following calendar year.

ARTICLE SIX BREACH AND REMEDIES

6.01 Default by Developer. In the event of a breach of this Agreement by the Developer, the City may pursue any remedy at law or equity to enforce the terms of this Agreement. In the event of a breach of this Agreement as to any of the work to be performed hereunder by the Developer, its successors or assigns, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City, provided the Developer is first given written notice of the breach of this Agreement, not less than 72 hours in advance and the opportunity to cure such breach. In the event of an uncured breach of this Agreement, the City is granted the right to declare any sums provided by this Agreement due and payable in full, and the City may immediately bring legal action against the Developer to collect the sums covered by this Agreement and/or draw upon the Construction Escrow described in Article Four of this

Agreement. In the event the City draws from the Construction Escrow sums that exceed the costs or damage to the City, the City will return such excess amounts.

6.02 Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements by the Completion Date, the City is hereby authorized, at its option, to enter on portions of the Property covered by this Agreement, to complete the installation of any or all of the Improvements to which the breach relates.

6.03 Rights Cumulative. No remedy conferred in this Agreement is intended to be exclusive and each shall be cumulative and shall be in addition to every other remedy. The election of any one or more remedies shall not constitute a waiver of any other remedy.

6.04 Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, incurred in connection with the Project and in connection with any lawsuit or action that is brought by or against the City relating to the Project, this Agreement, or a Letter of Credit furnished by the Developer relating to the Project.

ARTICLE SEVEN MISCELLANEOUS PROVISIONS

7.01. Amendment. Any amendment to this Agreement must be in writing and signed by all Parties and recorded against the Property.

7.02. Assignment. The Developer may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City Council.

7.03. Agreement to Run with Land. The Developer agrees to record this Agreement among the land records of Ramsey County. The provisions of this Agreement shall run with the land and be binding upon Developer and its successors in interest and assigns. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

7.04. Release. Upon completion and approval of all work required herein, including completion of the Improvements and acceptance of the Improvements to be transferred to the City, and satisfaction of all of the Developer's respective obligations under this Agreement, the City agrees to execute an instrument releasing the Property from the terms of this Agreement.

7.05. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

7.06. Notices. All notices, certificates or other communications required to be given to City Developer shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

CITY:

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

DEVELOPER:

Lexington Plaza, LLC
PO Box 555
Wayzata, MN 55391
Attn: Albert Esther, Managing Member

The City and Developer, by written notice, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

7.07 No Third-Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

7.08 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The Developer agrees to comply with all laws, ordinances, and regulations of Minnesota and the City that are applicable to the Project.

7.09 Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

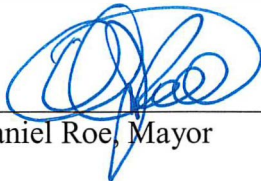
7.10 Non-waiver. Each right, power or remedy conferred, respectively, upon the City or Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City, the Developer at law or in equity, or under any other agreement. Each and every right, power and remedy set forth in this Agreement or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer, as the case may be, and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either Party waives in writing any default or nonperformance by the other Party, such waiver shall be deemed to apply only to such event and shall not waive any other prior or subsequent default.

SIGNATURES:

IN WITNESS OF THE ABOVE, the duly authorized representatives of the Parties have caused this Agreement to be executed in duplicate on the date and year written above.

CITY OF ROSEVILLE

By:


Daniel Roe, Mayor

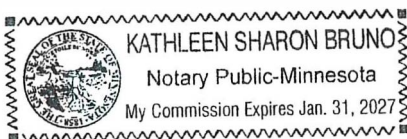
By:


Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this 10th day of April, 2023 by Daniel Roe and by Patrick Trudgeon, the Mayor and City Manager, respectively, of the City of Roseville, a Minnesota municipal corporation, on behalf of the City.


Notary Public



IN WITNESS OF THE ABOVE, the duly authorized representatives of the Parties have caused this Agreement to be executed in duplicate on the date and year written above.

LEXINGTON PLAZA, LLC

By: _____
Its: _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of April, 2023 by _____, the _____, of _____ on behalf of the _____.

Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Kennedy & Graven, Chartered (RGT)
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299
Telephone: 612-337-9300

EXHIBIT A

Legal Description

Parcel A (Abstract property):

The West Quarter of the North Half of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, except the north 247 feet and except the south 60 feet thereof.

Parcel B (Abstract property):

The West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, except the west 150 feet of that part of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter lying north of a line running at right angles to the west line of said Section 14, from a point thereon 559.3 feet north of the southwest corner thereof,

Except that part thereof acquired by the County of Ramsey pursuant to the Final Certificate, dated January 14, 2002, recorded January 28, 2002, in the office of the Ramsey County Recorder as Doc. No. 3463823.

Parcel C (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying south of a line running at right angles to the west line of said Section 14, from a point thereon distant 559.3 feet north of the southwest corner of said Section 14, and lying north of a line described as follows: Beginning at a point on the west line of said Section 14, distant 451.5 feet north of the southwest corner of said Section; thence running easterly to a point on the east line of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter distant 452.88 feet north of the south line of said Section 14.

Parcel D (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying north of a line running at right angles to the west line of said Section 14 from a point thereon distant 329.5 feet north of the southwest corner of said Section 14, and lying south of a line described as follows: Beginning at a point on the west line of said Section 14, distant 451.5 feet north of the southwest corner of said Section; thence running easterly to a point on the east line of said West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter distant 452.88 feet north of the south line of said Section 14, except all that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, described as follows: Commencing at a point on the west line of said Section 14, distant 329.5 feet north of the southwest corner thereof; thence running East at right angles to said west line 193.3 feet to the point of beginning of the land being described; thence North at right angles 1/10 of a foot; thence East at right angles 90.05 feet; thence North at right angles 20.97 feet; thence East at right angles 46.44

feet more or less to the east line of the aforescribed fraction of Section 14; thence South on said east line 21.07 feet; thence West 136.51 feet more or less to the point of beginning.

Parcel E (Abstract property):

All that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, lying south of a line running East at right angles to the west line of said Section 14 from a point thereon distant 329.5 feet north of the southwest corner of said Section 14, and all that part of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29, Range 23, described as follows: Commencing at a point on the west line of said Section 14, distant 329.5 feet north of the southwest corner thereof; thence running East at right angles to said west line 193.3 feet to the point of beginning of the land being described; thence North at right angles 1/10 of a foot; thence East at right angles 90.05 feet; thence North at right angles 20.97 feet; thence East at right angles 46.44 feet more or less to the east line of the aforescribed fraction of Section 14; thence South on said east line 21.07 feet; thence West 136.51 feet more or less to the point of beginning,

Except that part thereof acquired by the County of Ramsey pursuant to the Final Certificate, dated January 14, 2002, recorded January 28, 2002, in the office of the Ramsey County Recorder as Doc. No. 3463823.

Parcel F:

A non-exclusive easement for sewer lines and ingress and egress over the westerly 20 feet of the East Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter, Section 14, Township 29, Range 23, as contained in the Easement Agreement, dated May 28, 1957, recorded May 31, 1957, in the office of the Ramsey County Recorder as Doc. No. 1428089.

Parcel G (Abstract property):

The west 150 feet of the West Half of the Southwest Quarter of the Southwest Quarter of the Southwest Quarter of Section 14, Township 29 North, Range 23 West, lying north of a line running at right angles to the west line of said Section 14 from a point thereon 559.3 feet north of the southwest corner of said Section 14.

Parcel H:

A non-exclusive easement for the passage and parking of vehicles and for the use, passage and accommodation of pedestrians, over part of Lot 7, Block 1, Memorial Addition No. 1, as contained in the Easement Agreement, dated July 17, 2006, recorded August 10, 2006, in the office of the Ramsey County Recorder as Doc. No. 3969755.

EXHIBIT B

Estimated Cost of Improvements

The Developer must provide the City with a written estimate of all applicable costs of the Work, itemized by type. The estimates shall be based upon actual estimates provided by the contractors who are to do the Work. Said cost estimates will be reviewed by the City, and the City will establish the actual amount of the financial guarantee.

Item	Estimated Cost	150% Construction Security Amount
Earthwork (Demo, Base, Storm, Dirt, Storm, Paving Patching)	\$ 33,817	\$ 50,725
Concrete (curbs & gutters and sidewalk)	\$ 21,240	\$ 31,860
Landscape (Sod & Irrigation)	\$ 6,248	\$ 9,372
Excludes GC's and Markups		
CONSTRUCTION ESCROW TOTAL		\$ 91,957

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.m

Department Approval

Janice Gundlach

City Manager Approval

Samuel Truog

Item Description: Authorize Mayor & City Manager to execute Sewer Availability Charge Agreement with BOING US HOLDCO, INC. dba Take 5 Carwash

BACKGROUND

Take 5 Carwash was issued a building permit on January 23, 2023 to construct a new carwash at 1701 County Road C. The permit includes constructing a vehicle wash facility using an on-site water reclaim system in order to reduce the amount of water used. Metropolitan Council Environmental Services reviewed the plans regarding Sewer Availability Charge (SAC) requirements and determined the facility would be charged 15 SAC units with the on-site water reclaim system. Without such system, the facility would be charged 58 SAC. The Metropolitan Council charges this fee directly to the City of Roseville, who passes the fee on to the business/property owner. Given the reduction in SAC is based on a properly functioning on-site water reclaim system, it was determined an agreement would be required to establish expectations regarding the water reclaim system and actual water usage. The agreement acknowledges the reduction in SAC is based on the water reclaim system operating as originally designed and represented to the Metropolitan Council and City, and if actual water use requires payment of additional SAC, Take 5 Carwash is obligated to pay any future redetermined SAC charges.

POLICY OBJECTIVE

The City of Roseville enforces the Minnesota State Building Code, which is the minimum construction standard throughout all of Minnesota. Metropolitan Council Environmental Services operates the regional wastewater collection and treatment system for the seven-county metro area. User fees, known as SAC fees, are collected from new development to cover the entire cost of wastewater operations, including maintenance, replacement, and upgrades to the physical infrastructure of the system.

BUDGET IMPLICATIONS

None

RACIAL EQUITY IMPACT SUMMARY

There are no racial equity impacts related to this request.

STAFF RECOMMENDATION

Authorize the Mayor and City Manager to execute the Sewer Availability Charge Agreement with Take 5 Carwash.

29 **REQUESTED COUNCIL ACTION**
30 Authorize the Mayor and City Manager to execute the Sewer Availability Charge Agreement with
31 Take 5 Carwash.

Prepared by: David Englund, Building Official
Attachments: A: Sewer Availability Charge Agreement
B: Metropolitan Council SAC determination

SEWER AVAILABILITY CHARGE AGREEMENT

THIS AGREEMENT is entered into this _____ day of May, 2023, by and between Boing US Holdco, Inc., a Delaware business corporation, d/b/a Take 5 Carwash (the “Developer”), and the City of Roseville, a Minnesota municipal corporation (the “City”) (each a “Party” and together the “Parties”).

RECITALS

- A. Developer is the fee owner of certain real property located at 1701 County Road C, Roseville, Ramsey County, Minnesota, legally described as follows:

Lot 5, Block 1, Twin Lakes 4th Addition, Ramsey County, Minnesota.

(the “Property”).

- B. Developer intends to redevelop the Property for the purposes of constructing and operating a vehicle wash facility using an on-site water reclaim system in order to reduce the amount of water used by the vehicle wash facility.
- C. The Metropolitan Council Environmental Services (“MCES”) has reviewed the Developer’s application regarding Sewer Availability Charge (“SAC”) requirements related to the Property and its development.
- D. MCES determined that the standard charge for a vehicle wash facility project would be 58 SAC units, but, with the water reclaim system used by Developer in place, MCES would reduce the charge accordingly to 15 SAC units.
- E. The City and the Developer now desire to enter into this Agreement setting forth certain requirements and obligations relating to the payment of SAC and other agreements and obligations related to the Property.

NOW, THEREFORE, in consideration of the mutual covenants and considerations contained herein, the parties agree as follows:

1. City Inspection of Plumbing. In addition to all other necessary inspections related to the construction of the building on the Property, the Developer agrees that the City will inspect the construction of the vehicle car wash facility and its plumbing for purposes of inspecting the water reclaim system. The Developer expressly waives any claim of trespass against the City for entry onto the Property for the purpose of conducting its inspection or inspections.
2. Water Usage Records. The City agrees that it will monitor the Property’s water usage records.
3. Backflow Prevention Testing. The Developer will comply with the City’s Backflow Prevention testing program, requiring annual testing of backflow devices.

Attachment A

4. Redesignation of SAC. The Developer agrees that, in the event the Property's water usage records show a change in water usage, a redetermination of the SAC units will be made by MCES, and the City shall submit the SAC unit change to Developer. A change in water usage includes the removal of the water reclaim system or the water reclaim system not operating as originally designed. The City will notify the Developer in writing of any changes to the SAC. The Developer agrees to pay the SAC charges as redetermined by MCES.
5. Binding Effect. This Agreement shall be recorded in the land records of Ramsey County. The provisions of this Agreement shall run with the land and shall be binding upon and benefit the parties and their successors and assigns. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall release the Developer from the terms of this Agreement unless the City expressly so releases the Developer in a signed writing to be recorded in the land records of Ramsey County.
6. Amendment. Any amendment to this Agreement must be in writing and signed by all parties and recorded against the property.
7. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.
8. Any communication which may or shall be given by the City or the Developer under this Agreement shall be deemed as given on the date the same is hand delivered, or the date of receipt, or the date of delivery if deposited in the United States mail, registered or certified, postage prepaid, and addressed as follows:

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

With a copy to: Kennedy & Graven, Chartered
 Attn: Rachel Tierney
 150 South 5th Street, Suite 700
 Minneapolis, MN 55402

If to the Developer: Boing US Holdco, Inc.
 Attn: General Counsel
 440 S. Church Street, Suite 700
 Charlotte, NC 28202

or such other address as either party may give to another party in accordance with this Paragraph.

9. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, each of which shall be an original and shall constitute one and the same Agreement.

Attachment A

10. Non-waiver. Each right, power or remedy conferred, respectively, upon the City or Developer by this Agreement is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, or available to the City, the Developer at law or in equity, or under any other agreement. Each right, power and remedy set forth in this Agreement may be exercised from time to time as often and in such order as may be deemed expedient by the City or the Developer, as the case may be, and shall not be a waiver of the right to exercise at any time thereafter any other right, power or remedy. If either party waives in writing any default or nonperformance by the other party, such waiver shall be deemed to apply only to such event.
11. Controlling Law. This Agreement has been made under the substantive laws of the State of Minnesota, and such laws shall control its interpretation.

[Signatures on following pages.]

Attachment A

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the above date.

CITY OF ROSEVILLE

Daniel J. Roe, Mayor

Patrick Trudgeon, City Manager

[illegible]

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

Notary Public

Attachment A

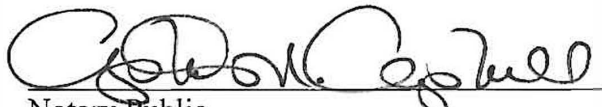
BOING US HOLDCO, INC.
dba Take 5 Carwash

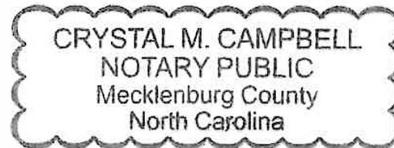
By: Anthony Winchester, Vice
President – Legal, Real Estate

By: Anthony Winchester

STATE OF NORTH CAROLINA)
) ss.
COUNTY OF MECKLENBURG)

The foregoing instrument was acknowledged before me this 9th day of May, 2023 by Anthony Winchester, the Vice President – Legal, Real Estate, of Boing US Holdco, Inc., a Delaware business corporation, d/b/a Take 5 Carwash, on behalf of the Developer.


Notary Public
EXP: 1-6-2028



THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, Minnesota 55402-1299
Telephone: 612-337-9300

Date of Determination: 06/24/22

Determination Expiration: 06/24/24

Attachment B

Project Name: Take 5 Car Wash
Project Address: 1743 County Road C
City Name: Roseville
Applicant: Rosa Morquecho, Rogue Architects

Special Notes: The SAC determination is based on the Metropolitan Council Environmental Service's (MCES) understanding that the proposed vehicle wash facility will utilize an on-site water reclaim system thus reducing the discharge to the metropolitan sanitary sewer system. This understanding is based on the attached letter from Jorge Planta, Boing Us Holdco, Inc, stating that the facility is committed to the installation and continued operation and maintenance of the reclaim system. It also states that the facility cannot operate without the reclaim system being in use. It is also our understanding that the City shall inspect all plumbing systems associated with said vehicle wash facility to verify that no cross-connections to the water supply system exist so that the reclaim system can be bypassed, and the wash facility cannot be operated without reclaimed water use.

The MCES reserves the right to request and obtain water usage records from the City to verify the operation of the water reclaim system. If our evaluation of these water records indicates that the reclaim system is not operating as originally designed, a redetermination of SAC shall be made. If it is found that there is a shortage in the amount of SAC collected for this project, the City will be required to submit the appropriate SAC payment to reflect actual water usage and facility operation. The City may be called upon to inspect the facility to verify that no interconnections between fresh water supply and the reclaim system exist. If for some reason the Owner, either present or future Owner(s), of the vehicle wash facility withdraws the usage of the water reclaim system, or the City cannot accept the terms of this letter, the project should be charged **58** SAC units. This SAC determination assumes the use of the same wash equipment as originally proposed and an average water usage of **78.50** gallons/vehicle.

Charge Calculation:

Fixture Units: 7 fixture units @ 17 fixture units / SAC = 0.41
Conveyor/Pull Through Car Wash: 1 bay x 20.3 gallons / wash x 200 cars / day @ 274 gallons / SAC = 14.82

Total Charge: 15.23 or 15.00

Credit Calculation:

None

Total Credit: 0

Net SAC: 15.00 = **15 SAC Due**

The business information was provided to MCES by the applicant at this time. It is the City's responsibility to substantiate the business use and size at the time of the final inspection. If there is a change in use or size, a redetermination will need to be made. If you have any questions email me at: toni.janzig@metc.state.mn.us.

Thank you,

Toni Janzig

SAC Technician

Please visit our SAC website by going to: <http://www.metrocouncil.org/SACprogram>

Attachment B



April 12, 2022

To Who It May Concern:

In regards to Take 5 Carwash and the SAC Requirements for reclaim carwash systems:

1. The City of Roseville will complete plumbing and building inspections on the new construction of the carwash to insure the equipment is installed so that no cross-connections or bypass features exist that would allow the wash system to function without the use of the reclaim water.
2. The property owner will be responsible for complying with the City's Backflow Prevention testing program, which requires annual testing of backflow devices.
3. The City of Roseville will provide water usage records to MCES upon request.

Don't hesitate to contact me if you have further questions.

Sincerely,

Amy Bahe
Building Inspector, City of Roseville
Amy.bahe@cityofroseville.com
651-792-7081



Attachment B

April 29, 2022

Metropolitan Council, Environmental Services
390 Robert Street North
St. Paul, MN 55101-1805

**RE: SAC Reclaim Requirements for Boing US Holdco, Inc. dba Take 5 Carwash
("Boing") at 1743 County Road C, Roseville, MN ("Facility")**

To Whom It May Concern,

Please accept this letter as confirmation that Boing US Holdco, Inc. hereby agrees to the following requirements:

1. Boing is committed to continued use of the reclaim process;
2. The Facility will not, and cannot, operate without the reclaim system;
3. Boing will, if required by the City, pay for an independent plumber to inspect the Facility.

Best regards,

Boing US Holdco, Inc.

By: 
35643B3C0C0B4CD...
Jorge Planta, Vice President of Real
Estate Development

April 26, 2022

Site: Take 5 Car Wash - Roseville, MN
Wash Info: NCS (Tunnel)
Subject: Water Usage Information
To Whom It May Concern:

The PurWater Recovery System has been engineered and designed specifically with the Professional Car Wash Operator in mind and incorporates the same innovative, cutting edge technology the industry has come to expect from PurClean. Modular in design, the PurWater System platform provides a simplified approach that allows the system to be easily adapted to meet the needs and requirements of the targeted wash facility and eliminates the confusion typically associated with water recovery.

NCS- Tunnel

It is a commonly used number that you will lose 6 gallons to evaporation and carry out. Using 78.5 gallons total (reclaim, RO, RO reject and freshwater) per vehicle will put you at 80.28% reclaim which should be a good balance of wash quality and conservation. With your chemical applications and final rinse applications at 20.3 gallons per vehicle, all your undercarriage, and all cloth applications running on reclaimed water you will be at 14.3 gallons per vehicle going to sewer.

Water Use Per Vehicle

- ◆ evaporation and carry out 6 gallons
- ◆ chemical application and final rinse (RO, RO reject and freshwater) 20.3 gallons
- ◆ undercarriage and wash applications running on reclaim water 58.2 gallons
- ◆ at maximum going to sewer 14.3 gallons of reclaim water

Summary

- ◆ Total of 78.5 gallons of water used per vehicle
- ◆ 20.3 gallons of RO, RO reject and freshwater for chemistry
- ◆ 58.2 gallons of water for the wash / recycle
- ◆ 6 gallons of water lost to evaporation and carry out
- ◆ 14.3 gallons going to the sewer – calculates to 80.28% reclaim

Total Gallons to Sewer Daily (estimated at 300 cars per day count)

- ◆ 14.3 gallons per vehicle going to sewer (estimated 300 cars per day) total to sewer per day 4,290 gallons

Total Gallons Freshwater, RO & Reject used (estimated at 300 cars per day count)

- ◆ 20.3 gallons per vehicle which includes freshwater, RO & RO Reject (estimated 300 cars per day) total freshwater used per day is 6,090 gallons

Best Regards,

Steven Samudio

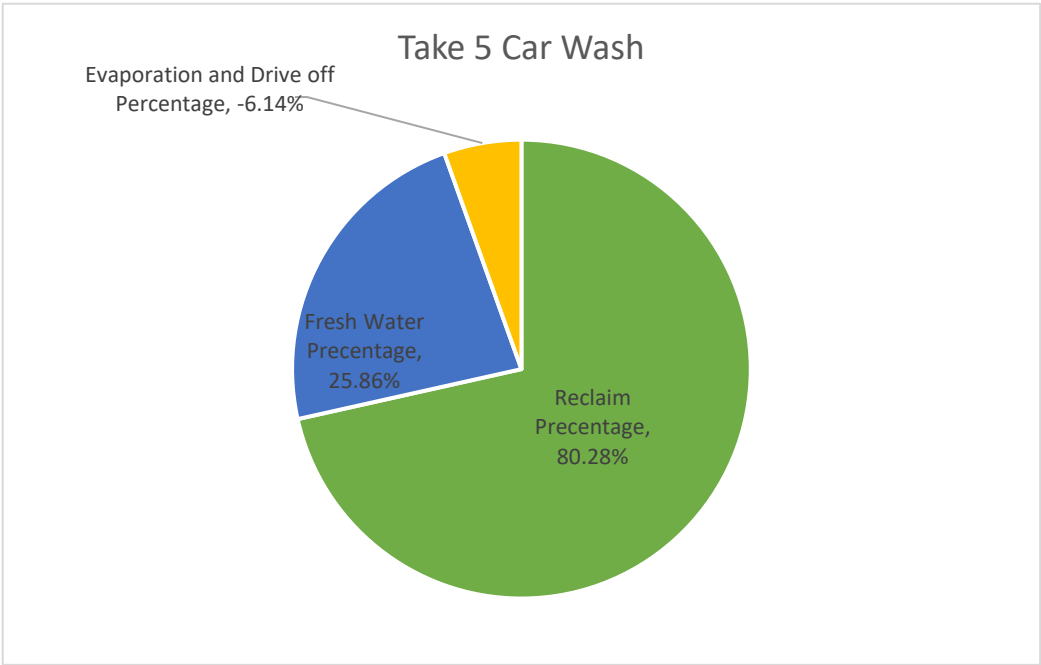
Steven Samudio
Technical Sales Manager
PurClean

Attachment B

Take 5 Car Wash - Roseville, MN

Application	Gallons Used	Fresh/Reclaim
RS-1000 Evolution Top Brush (94" Electric)	2	Reclaim
RS-1000 Evolution Top Brush (94" Electric)	2	Reclaim
RS-301 High Side Washer	6.5	Reclaim
RS-400T Lower Detail Washer w/ 45" Core (ELECTRIC)	2.5	Reclaim
RS-701 SuperFlex - Long Arm Design	8.5	Reclaim
BW100-P Bumper Pre-Soak (Front and Rear)	3	Reclaim
BB-200 Bumper Blaster	15.7	Reclaim
Magnum Wheel Blaster Arch - 9 Nozzle	18	Reclaim
Full Foaming Manifold	6	Fresh
Full Non-Foaming Manifold - Water Only	7.8	Fresh
Rain Manifold with Mounting Bars	6.5	Fresh

Total Usage	78.5
Evaporation and Drive Off Gallons	-6.0
Fresh Water Usage Gallons	20.30
Reclaim Water Usage Gallons	58.2
Reclaim Percentage	80.28%
Fresh Water Percentage	25.86%
Evaporation and Drive off Percentage	-6.14%
	100.00%



March 18, 2022

SAC
390 North Robert Street
St. Paul, MN 55101
P. 651.602.1421
SAC 651.602.1770

Proposed job address:
1743 County Rd C
Roseville, MN 55113

City Comments – Revision 1 Response

C) Detailed Plumbing Plans that show/highlight (Please label each item on plan)

1. Reclaim Tanks.

Response: Reclaim tanks have been identified on drawing sheet P502 and marked with “C-1”.

2. Method of connection to sanitary sewer.

Response: Sanitary sewer connection is shown on drawing sheet P502 and on sheet P102. Methods of connection can be found in civil utility drawings .Called out with “C-2”.

3. Location and size of reclaim supply line.

Response: Location and size of reclaim system supply line is shown on drawing sheet P501 and P200 and is called out with “C-3”.

4. Location, elevation, and size of interconnection(s) between tanks.

Response: Interconnection between tanks is shown on drawing sheet P502 and P102. Called out with “C-4”.

5. Freshwater supply line from the entrance into building to equipment connections.

Response: Fresh water supply line shown on drawing sheet P501 and P200. Called out with “C-6”.

6. Size of freshwater supply line (should be sized so that it is insufficient to deliver adequate water pressure to operate wash system without reclaim system)

Response: Fresh water supply line has been configured so that fresh water is not available for car wash unless reclaim system is active and working. See drawing sheet P501.

7. Freshwater supply line showing connection to a separate manifold that feeds fresh water only during appropriate cycles.

Response: Fresh water has been configured so that only a ¾” line used for priming is available for that purpose only unless reclaim system is active and working. Called out with “C-7” on sheet P501.

8. Plan must include sufficient detail to show that no cross-connections or bypass features exist which would allow the wash system to function without reclaim water.

Attachment B

Response: Fresh water supply line has been configured so that fresh water is not available for car wash unless reclaim system is active and working. See drawing sheet P501. Called out as "C-8".

E) Detailed floor plan of wash area that shows and identifies each piece of equipment in wash bay.

Response: See A102 Equipment Plan for a detailed floor plan of each equipment piece in the wash bay.

Feel free to contact me with any questions or concerns.

Sincerely,

Kim Tran
Senior Project Manager
817.529.6884

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: May 22, 2023
Item No.: 10.n

Department Approval



City Manager Approval

Item Description: Reject bids for South McCarrons Retaining Wall Project 22-22

BACKGROUND

The McCarrons Retaining Wall was originally constructed in the early 1990's. The wall has moved and is slowly failing due to a combination of poor design and poor construction methods. Based on the analysis done by the City's consultant, TKDA, there is no immediate danger of the retaining wall failing. Staff continues to monitor the wall.

The design for the replacement wall includes a soil nail installation method which will minimize construction disturbances for the adjacent properties. The estimated construction cost of the retaining wall project was \$1,378,250.00.

Bids were opened for the proposed project on May 16, 2023. We received only one bid, which is from Engineering & Construction Innovations, Inc., in the amount of \$1,779,709.50. The bid received was approximately 32.5% above the estimated cost of the project.

Based on the high cost of the bid received, City staff is recommending that bids for this project be rejected and re-bid in the fall. This will likely push back the project until the summer of 2024. City staff will work with the design engineer and the contractor to try to identify elements of the project that could be redesigned or removed to lower the cost of the project.

POLICY OBJECTIVE

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

BUDGET IMPLICATIONS

The City has spent \$91,544.51 on project development. Rejecting the bids and modifying the plans to re-bid will incur additional project development fees that are anticipated to be more than offset by savings in construction costs.

RACIAL EQUITY IMPACT SUMMARY

There should be no equity impacts associated with this project. The bidding process uses sealed bids to avoid potential biases. Bidders are required to certify meeting Equal Employment Opportunity and Human Rights requirements.

STAFF RECOMMENDATION

Staff recommends that the City Council approve the attached resolution rejecting the bid for the South McCarrons Retaining Wall Project 22-22.

REQUESTED COUNCIL ACTION

Consider approval of a resolution rejecting the bid for the South McCarrons Retaining Wall Project

32 22-22.

Prepared by: Stephanie Smith, Assistant City Engineer
Attachments: A: Resolution

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

* * * * *

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota was duly held on the 22nd day of May, 2023, at 6:00 p.m.

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

Member introduced the following resolution and moved its adoption:

RESOLUTION No.

**REJECT BIDS FOR SOUTH MCCARRONS
RETAINING WALL PROJECT 22-22**

WHEREAS, pursuant to advertisement for bids for the construction of the South McCarrons Retaining Wall Project 22-22, according to the plans and specifications thereof on file in the office of the City Manager of the City of Roseville, said bids were received on Tuesday, May 16, 2023, at 3:00 p.m., opened and tabulated according to law and the following bids were received complying with the advertisement:

BIDDER	Bid
Engineering & Construction Innovations, Inc.	\$1,779,709.50
<i>Engineer's Estimate</i>	<i>\$1,342,810.55</i>

WHEREAS, Engineering & Construction Innovations, Inc., was the lowest bidder at \$1,779,709.50; and

WHEREAS, the lowest bid was approximately 32.5% above the Engineer's Estimate.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville, Minnesota, that the bids solicited for the South McCarrons Retaining Wall Project 22-22 shall be rejected.

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

Reject Bids for South McCarrons Retaining Wall Project 22-22

[illegible]

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 22nd day of May, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 22nd day of May, 2023.

Patrick Trudgeon, City Manager

(Seal)