



City Council Agenda

Monday, September 11, 2023

6:00 PM

City Council Chambers

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

(Any times listed are approximate – please note that items may be earlier or later than listed on the agenda)

6:00 p.m. 1. Roll Call

Voting & Seating Order: Strahan, Etten, Schroeder, Groff, and Roe

6:01 p.m. 2. Pledge of Allegiance

6:02 p.m. 3. Approve Agenda

6:03 p.m. 4. Public Comment

5. Recognitions and Donations

6:08 p.m. 6. Items Removed from Consent Agenda

7. Business Items

6:10 p.m. a. Hold a Public Hearing to Consider Approving a Liquor License for Shinhwa Korean Steakhouse, LLC located at 2181 Snelling Ave N.

6:15 p.m. b. Discussion about the use of Cannabis and Hemp in Public Places

6:45 p.m. c. Consider Approval of Ordinance to Amend Chapter 302 (Liquor Control) of City Code Regarding Penalties for Certain Violations

6:55 p.m. d. Consider Appointments to Various City Commissions

8. Council Direction on Councilmember Initiated Agenda Items

7:05 p.m. 9. Approval of City Council Minutes

a. Approve Minutes from August 21, 2023 City Council Meeting

b. Approve Minutes from August 24, 2023 City Council Meeting

7:10 p.m. 10. Approve Consent Agenda

a. Approve Payments

b. Approval of 1 Temporary Gambling Permit and 5 Tetrahydrocannabinol Licenses

c. Approve General Purchases Exceeding \$10,000 or Sales of Surplus Items

d. Approve re-issuance of a Short-Term Rental License for 1901 Shady Beach Avenue

e. Approve re-issuance of a Short-Term Rental License for 1277 Garden Avenue

f. Approve 2024 Insurance Benefit Renewals and City Cafeteria Contributions

g. Adopt a resolution providing final approval of the Villas of Reservoir Woods Major Plat, and authorize execution of the Villas of Reservoir Woods development agreement

h. Approve a 3-Year Audit Services Agreement with Redpath and Company, LLC

- i. Consider Approving Application for Community Crime Intervention and Prevention Grant

7:15 p.m. **11. Future Agenda Review, Communications, Reports, and Announcements
- Council and City Manager**

- a. Future Agenda Review

7:25 p.m. **12. Adjourn**

REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 7.a.

Department Approval



City Manager Approval



Item Description: Hold a Public Hearing to Consider Approving a Liquor License for Shinhwa Korean Steakhouse, LLC located at 2181 Snelling Ave N.

Background

Under City Code, a public hearing is required to consider approving liquor licenses for the current calendar year. The City has received applications for the following:

- Shinhwa Korean Steakhouse, LLC – On-Sale Wine and 3.2 Beer License

Policy Objectives

The regulation of establishments that sell alcoholic beverages has been a long-standing practice by the State and the City.

Racial Equity Impact Summary

There is no anticipated racial equity impact by approving this liquor license.

Budget Implications

The correct fees were paid to the City at the time the application was made.

Staff Recommendations

The applicant meets all requirements set forth under City Code. Staff recommends approval pending submittal of any outstanding items.

Requested Council Action

Motion to approve the Liquor License for Shinhwa Korean Steakhouse, LLC pending submittal of any outstanding items.

Prepared by: Katie Bruno

Attachments: 1. Applications



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:

- 1) City issued on sale intoxicating and Sunday liquor licenses
- 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Roseville License Period From: 10/01/2023 To: 10/31/2023

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating Sunday Liquor 3.2% On sale 3.2% Off Sale

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ _____

Licensee Name: Sheng Zheng _____
(corporation, partnership, LLC, or Individual)

Business Trade Name Shinhwa Korean Steakhouse LLC Business Address 2181 Snelling Ave N City Roseville

Zip Code 55113 County Ramsey Business Phone 612-298-1949 Home Phone _____

Home Address _____ Licensee's MN Tax ID # 8951549
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # 88-3895115
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Sheng Zheng _____
Partner/Officer Name (First Middle Last)

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
--	-----	-------------------	--------------

Partner/Officer Name (First Middle Last)	DOB	Social Security #	Home Address
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Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: Society Insurance Co Policy # WC21009824

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.

City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
444 Cedar Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE
(Not to exceed 14% of alcohol by volume)

Print Form

EVERY QUESTION MUST BE ANSWERED. If a corporation, an officer shall execute this application. If a partnership, LLC, a partner shall execute this application. To apply for MN sales Tax # call 651-296-6181

Workers compensation insurance company name Society Insurance Co Policy Number WC21009824
Licensee's MN sales and Use Tax ID # 8951549 Licensee's Federal Tax ID # 88-3895115

Applicants Name (Business, Partnerships, Corporation) <u>Sheng Zheng</u>		Trade Name or DBA <u>Shinhwa Korean SteakHouse LLC</u>	
Business Address <u>2181 Snelling Ave N</u>		Business Phone <u>612-298-1949</u>	Applicant's Home Phone
City <u>Roseville</u>	County <u>Ramsey</u>	State <u>MN</u>	Zip Code <u>55113</u>
Is this application ☒ New or a ☐ Transfer	If a transfer, give name of former owner		License Period From To

If a corporation, give name, title, address and date of birth of each officer. If a partnership, LLC, give name, address and date of birth of each partner.

Partner/Officer Name and title <u>Sheng Zheng Owner</u>	[REDACTED]		
Partner/Officer Name and title	Address	DOB	SSN
Partner/Officer Name and title	Address	DOB	SSN
Partner/Officer Name and title	Address	DOB	SSN

CORPORATIONS

Date of incorporation <u>8/25/2022</u>	State of incorporation <u>MN</u>	Certificate Number	Is corporation authorized to do business in Minnesota? ☒ Yes ☐ No
If a subsidiary of another corporation, give name and address of parent corporation			

BUILDING AND RESTAURANT

Name of building owner <u>Dinkytown Investors LLC</u>	Owner's address <u>1600 Utica Ave S #300 SE Louis Park, MN 55416</u>		
Are property taxes delinquent? ☐ Yes ☒ No	Has the building owner any connection, direct or indirect with the applicant? ☐ Yes ☒ No	Restaurant seating capacity <u>126</u>	Hours food will be available <u>11:45am - 10:00pm</u>
Number of restaurant employees <u>15</u>	Number of months per year restaurant is open <u>12 Months</u>	Will food service be the principal business? ☒ Yes ☐ No	
Describe the premises to be licensed			
If the restaurant is in conjunction with another business (resort etc.), describe business			

NO LICENSE WILL BE APPROVED OR RELEASED UNTIL THE \$20 RETAILER ID CARD FEE IS RECEIVED BY AGED

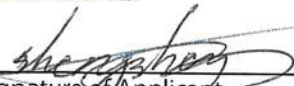
- ☒ Yes ☐ No Has the applicant or associates been granted an on-sale malt liquor (3.2) and/or a "set-up" license in conjunction with this wine license?
- ☒ Yes ☐ No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? _____
(if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)
- ☒ Yes ☐ No During the past license year, has a summons been issued under the liquor civil liability (Dram Shop)(M.S. 340A.802). If Yes, attach copy of the summons.
- ☒ Yes ☐ No Has applicant, partners, officers or employees ever had any liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.

☒ Yes ☒ No Does any person other than the applicants, have any right, title or interest in the furniture, fixtures or equipment in the licensed premises? If yes, give names and details.

☒ Yes ☐ No Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of establishment.

Bonchon 2191 Snelling Ave, Roseville MN

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.


Signature of Applicant

9/14/2023
Date

The licensee must have one of the following:

☐ Liquor liability insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. Attach "**CERTIFICATE OF INSURANCE**" to this form.

☐ A surety bond from a surety company with minimum coverage as specified above in.

☐ A certificate from the state treasurer that the licensee has deposited with the state, trust funds having a market value of \$100,000 or \$100,000 in cash or securities.

IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY

☒ Yes ☐ No I certify that to the best of my knowledge the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney

County

Date

REPORT BY POLICE OR SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor, except as follows:

Signature

Department and Title

Date

IMPORTANT NOTICE

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.
FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100 % of the value of the check, whichever is greater, plus interest and attorney fees.

REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 7.b.

Department Approval

City Manager Approval



Item Description: Discussion about the use of Cannabis and Hemp in Public Places

Background

A new law was passed by the Minnesota Legislature that legalizes adult-use cannabis in Minnesota. The new law also creates a statewide regulatory framework for manufacturers, distributors, and retailers of cannabis products, establishes taxes on cannabis products, amends criminal penalties and expunges certain prior convictions related to cannabis.

Under the new law, adults over 21 are able to legally use cannabis products starting on August 1. Specifically, the law allows cannabis and cannabis products to be used in a private residence and yard, on private property not generally accessible by the public, unless the owner of property prohibits the use of the products, and on the premises of an establishment or event licensed to permit onsite consumption. The Minnesota Clean Indoor Air Act, which prohibits smoking in virtually all indoor public places and indoor places of businesses, will apply to any use of cannabis or cannabis products in smoke, aerosol, or vapor form.

The law is silent on whether cannabis can be used in other public places, such as parks and sidewalks. As a result, on August 7, the City Council considered an ordinance (Attachment 1) that specifically prohibits the smoking or use of cannabis and cannabis products in any indoor or outdoor area that is used or held out for public use by the public, whether owned by public or private interests.

At the August 7 meeting, the City Council discussed the proposed ordinance and felt that as drafted it was too broad and needed to be brought back for further discussion by the whole City Council. Minutes from that meeting are included as Attachment 2. Based on that conversation, the City Attorney has created several iterations of language that would be more restrictive than originally proposed. Below is a listing of options.

Original Proposed language

For purposes of this section, "public place" is defined as any indoor or outdoor area that is used or held for use by the public, whether owned or operated by public or private interests.

Options for language defining public places as it relates to cannabis and hemp consumption

For purposes of this ordinance, "public place" is defined as:

- any indoor or outdoor property owned, leased, managed, or controlled by a governmental unit including the City. OR
- any indoor or outdoor property owned, leased, managed, or controlled by a governmental unit including the City including streets, right-of-ways, alleys, sidewalks, trails, parks, parking lots, buildings, and City vehicles. (Note: same as the above but more illustrative) OR
- all City Parks and parking lots adjacent to City Parks. OR

- within 50 feet of any city-maintained outdoor swimming area, playground, other outdoor facilities used for sports or athletics, park shelter, warming house, refreshment stand, or public restroom, within 50 feet of a city-maintained outdoor entertainment facility, while the facility is in use for any private or public event; on any part of the property upon which any city-operated building is located; within 50 feet on any publicly-operated transit station, within 25 feet of any public bus stop, on any city park property, including trails located within a park property

It should be noted the ordinance language previously considered applied to all cannabis and hemp use, whether smoked or ingested. Creating a distinction is something the City Council may want to consider.

At the August 7 meeting, the City Council discussed the use of other controlled substances, such as tobacco and alcohol in public areas. While not inclusive of all public areas, Parks and Recreation Director Matt Johnson put together a spreadsheet showing how other Minnesota cities regulate the use of controlled substances in city parks. The information is included in Attachment 3.

Lastly, staff suggests utilizing the City's Racial Equity Toolkit to help guide decision making. Using the toolkit will allow the City to receive stakeholder feedback and investigate impacts on community members. Some impacts that immediately come to mind include the impact to multi-family residents and consideration to ensure enforcement of a prohibition ordinance doesn't have a disproportionate impact on community members. Staff proposes using the toolkit and bringing back data and information to the City Council at a future meeting before final consideration of an ordinance.

Policy Objectives

Local governments are delegated authority from the state to protect the public health, safety and general welfare of their residents. Implementing proper controls over the sale and use of adult-use cannabis will ensure that these goals are met.

Racial Equity Impact Summary

A major reason that the Minnesota Legislature legalized adult-use cannabis centered around racial equity. Studies have shown that there are some communities that have experienced a disproportionate, negative impact from cannabis regulation enforcement. For example, Black Americans are arrested for cannabis offenses at a rate of nearly 4:1 compared with whites. [ACLU. (2020, April 17). A Tale of Two Countries: Racially Targeted Arrests in the Era of Marijuana Reform. Retrieved from ACLU.org https://www.aclu.org/wp-content/uploads/legal-documents/marijuanareport_03232021.pdf). The new law decriminalizes possession of cannabis and expunges certain prior convictions related to cannabis. With that in mind, consideration should be given to the impact of a violation and subsequent fines and/or penalties the City may impose and how they may or may not impact various communities. Using the Racial Equity Toolkit will allow for additional information to be gathered on that impact and others if the City prohibits the use of cannabis in public.

Budget Implications

Not applicable at this time.

Staff Recommendations

Staff recommends the City Council discuss the use of cannabis and hemp products in public areas and provide direction to staff on possible ordinance language.

Requested Council Action

The City Council should discuss the use of cannabis and hemp products in public areas and provide direction to staff on possible ordinance language.

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

Attachments: 1. Proposed Ordinance

2. August 7 2023 City Council meeting minutes
3. Substance Use in Parks Spreadsheet

City of Roseville
ORDINANCE NO. _____

AN ORDINANCE AMENDING
TITLE 5, AND CREATING SECTION 513

AN ORDINANCE AMENDING TITLE 5, CHAPTER 507 TO UPDATE
REFERENCES TO MARIJUANA, AND ESTABLISHING
CHAPTER 513 TO PROHIBIT THE USE OF
CANNABIS AND HEMP IN PUBLIC PLACES

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 5 Section 507 of the Roseville City Code is hereby
amended as follows:

CHAPTER 507 DRUGS, CONTROLLED SUBSTANCES

507.1 PROHIBITED DRUGS AND MARIJUANA:

- A. Possession: Except as authorized by Minnesota Statutes, section 152.01, et seq., as amended, no person shall possess or have in their possession or control any controlled substance.
- B. Controlled Substances: Controlled substances are defined as all of the substances listed in Minnesota Statutes section 152.02, as amended, ~~and also marijuana (cannabis sativa L).~~
- C. Automobiles: A person who is the owner of a private motor vehicle, or the driver of the motor vehicle if the owner is not present, and who possesses on his/her person or keeps or allows to be kept in a motor vehicle within the area of the vehicle normally occupied by the driver or passengers, any controlled substance as defined above is guilty of a misdemeanor. This area of the vehicle shall not include the trunk of the motor vehicle when such vehicle is equipped with a trunk or another area of the vehicle not normally occupied by the driver or passengers if the vehicle is not equipped with a trunk. A utility or glove compartment shall be deemed to be within the area occupied by the driver and passengers.
- D. Violations: Any person violating any of the subsections of this Section is guilty of a misdemeanor; further, upon a finding of guilty or a plea of guilty to any violation of this Section, the Court may

(Inserted language shown in underline, deleted language shown in ~~striketrough~~)

impose sentence pursuant to the provisions of Minnesota Statutes section 152.18, as amended, except that such period of probation may be for a period of up to one year. (Ord. 729, 4-29-74; amd. 1995 Code).

507.02 DRUG PARAPHERNALIA:

A. Definitions:

1. "Drug Paraphernalia" means all equipment, products and materials of any kind which are used, intended for use or designed for use, in planting, propagating, testing, analyzing, packaging, repackaging, storing, containing, concealing, injecting, ingesting, inhaling or otherwise introducing into the human body a controlled substance in violation of Minnesota Statutes chapter 152, which includes, but is not limited to:
 - a. Kits used, intended for use or designed for use in planting, propagating, cultivating, growing or harvesting of any species of plant which is a controlled substance or from which a controlled substance can be derived.
 - b. Kits used, intended for use or designed for use in manufacturing, compounding, converting, producing, processing or preparing controlled substances.
 - c. Isomerization devices used, intended for use or designed for use in increasing the potency of any species of plant which is a controlled substance.
 - d. Testing equipment used, intended for use or designed for use in identifying or in analyzing the strength, effectiveness or purity of controlled substances.
 - e. Scales and balances used, intended for use or designed for use in weighing or measuring controlled substances.
 - f. Diluents and adulterants such as quinine hydrochloride, mannitol, mannite, dextrose and lactose used, intended for use or designed for use in cutting controlled substances.

85 ~~g. Separation gins and sifters used, intended for use or~~
 86 ~~designed for use in removing twigs and seeds from or in~~
 87 ~~otherwise cleaning or refining marijuana.~~

88
 89 g. Blenders, bowls, containers, spoons and mixing devices
 90 used, intended for use or designed for use in compounding
 91 controlled substances.

92
 93 h. Capsules, balloons, envelopes and other containers used,
 94 intended for use or designed for use in packaging small
 95 quantities of controlled substances.

96
 97 i. Containers and other objects used, intended for use or
 98 designed for use in storing or concealing controlled
 99 substances.

100
 101 j. Hypodermic syringes, needles and other objects used,
 102 intended for use or designed for use in parenterally injecting
 103 controlled substances into the human body.

104
 105 k. Objects used, intended for use or designed for use in
 106 ingesting, inhaling or otherwise introducing marijuana,
 107 ~~cocaine, hashish or hashish oil~~ into the human body, such
 108 as:

109
 110 1) Metal, wooden, acrylic, glass, stone, plastic or ceramic
 111 pipes with or without screens, permanent screens,
 112 ~~hashish heads~~ or punctured metal bowls.

113
 114 2) Water pipes.

115
 116 3) Carburetion tubes and devices.

117
 118 4) Smoking and carburetion masks.

119
 120 ~~5) Roach clips, meaning objects used to hold burning~~
 121 ~~material, such as a marijuana cigarette, that has~~
 122 ~~become too small or too short to be held in the hand.~~

123
 124 6) Miniature cocaine spoons and cocaine vials.

125
 126 7) Chamber pipes.

127
 (Inserted language shown in underline, deleted language shown in ~~strikethrough~~)

128 8) Carburetor pipes.

129 9) Electric pipes.

130 10) Air-driven pipes.

131 ~~11) Chillums.~~

132 11) Bongs.

133 12) Ice pipes or chillers

134 m. In determining whether an object is drug paraphernalia, a
135 court or other authority shall consider, in addition to all
136 the other logically relevant factors, the following:

137 1) ~~a.~~ Statements by an owner or by anyone in control of
138 the object concerning its use.

139 2) ~~b.~~ Prior convictions, if any, of the owner or of anyone
140 in control of the object of any State or Federal law
141 relating to any controlled substance.

142 3) ~~c.~~ The proximity of the object in time and space to the
143 direct violation of this Section.

144 4) ~~d.~~ The proximity of the object to controlled substances.

145 5) ~~e.~~ The existence of any residue of controlled
146 substances on the object.

147 6) ~~f.~~ Direct or circumstantial evidence of the intent of an
148 owner or of anyone in control of the object to deliver it
149 to persons whom the person in control knows, or
150 should reasonably know, intend to use the object to
151 facilitate a violation of this Section; the innocence of
152 an owner or of anyone in control of the object, as a
153 direct violation of this Section shall not prevent a
154 finding that the object is intended for use or designed
155 for use as drug paraphernalia.

156 7) ~~g.~~ Instructions, oral or written, provided with the
157 object concerning its use.

(Inserted language shown in underline, deleted language shown in ~~strikethrough~~)

8) ~~h~~ Descriptive materials accompanying the object which explain or depict its use.

9) ~~i~~ National and local advertising concerning its use.

10) ~~j~~ The manner in which the object is displayed for sale.

11) ~~k~~ Whether the owner, or anyone in control of the object, is a legitimate supplier of like or related items to the community such as a licensed distributor or dealer of tobacco products.

12) ~~l~~ Direct or circumstantial evidence of the ratio of sales of the object(s) to the total sales of the business enterprise.

13) ~~m~~ The existence and scope of legitimate uses for the object in the community.

14) ~~n~~ Expert testimony concerning its use.

2. Other Terms: The terms "controlled substance", "manufacturing", "marijuana" and "person" are defined as specified in Minnesota Statute section 152.01 and any amendment thereto.

SECTION 2: Title 5 Section 513 of the Roseville City Code is established to read as follows:

CHAPTER 513 CANNABIS AND HEMP IN PUBLIC.

513.01 PROHIBITION OF USE IN PUBLIC

A. Definitions.

1. For purposes of this section, the terms “cannabis flower,” “cannabis products,” “lower-potency hemp edibles,” and “hemp-derived consumer products” shall have the definitions given to them in Minnesota Statutes, section 342.01, as it may be amended from time to time.
2. For purposes of this section, “public place” is defined as any indoor or outdoor area that is used or held out for use by the public whether owned or operated by public or private interests. Pursuant to Minnesota Statutes, section 152.0263, subd. 5, “public place” does not include the

(Inserted language shown in underline, deleted language shown in ~~strikethrough~~)

214 following: (i) a private residence, including the person's curtilage or
 215 yard; (ii) private property not generally accessible by the public; and
 216 (iii) the premises of an establishment or event licensed to permit on-site
 217 consumption of cannabis flower, cannabis products, lower-potency
 218 hemp edibles, or hemp-derived consumer products.

219
 220 B. Use of cannabis and hemp prohibited in public places.

221
 222 No person shall use cannabis flower, cannabis products, lower-potency
 223 hemp edibles, or hemp-derived consumer products in a public place. A
 224 violation of this section shall be considered a petty misdemeanor
 225 Notwithstanding any other penalty provision in the city code and is
 226 punishable in accordance with Chapter 102 of this Code.

227
 228 SECTION 3: Effective date. This ordinance shall take effect upon its
 229 passage and publication.

230
 231 Passed by the City Council of the City of Roseville this ____ day of _____, 2023.
 232
 233

234
235 **Signatures as follows on separate page:**

236
237 ***Ordinance – Title of Ordinance*** _____ -

238
239
240 (SEAL)

241
242
243 CITY OF ROSEVILLE

244
245
246 BY: _____
247 Daniel J. Roe, Mayor

248
249 ATTEST:

250
251
252 _____
253 Patrick Trudgeon, City Manager
254
255

7. Business Items

a. Public Hearing to Consider Approving a Liquor License for Smash Park

City Manager Patrick Trudgeon briefly highlighted this item as detailed in the Request For Council Action and related attachments dated August 7, 2023.

Mayor Roe reviewed public hearing protocol and opened and closed the public hearing at approximately 6:06 p.m. for the purpose of receiving public input on the above-referenced liquor license for Smash Park; with no one appearing for or against.

Schroeder moved, Groff seconded, approval of the Liquor License for Smash Park.

Council Discussion

Councilmember Schroeder thought everything was in line and it made sense to approve this.

Councilmember Groff thought people are looking forward to having this in Roseville and he thought it would be interesting to see how it develops.

Roll Call

Ayes: Schroeder, Groff, and Roe.

Nays: None.

b. Consider Adoption of Ordinance to Amend Chapter 5 of City Code to Update References to Marijuana and to Prohibit the Use of Cannabis and Hemp in Public Places

City Manager Patrick Trudgeon briefly highlighted this item as detailed in the Request For Council Action and related attachments dated August 7, 2023.

Councilmember Schroeder indicated she was looking at where some of the wording was changed in the ordinance, specifically around line 105, it seems like all the other lettered paragraphs up to that point talked about controlled substances and this one it states cocaine into the human body. She wondered if that should say controlled substances as well and not just specifically cocaine. She thought if the ordinance is going to be changed, it should be done correctly.

Mr. Trudgeon thought that could be looked at changing, noting it is also referred to elsewhere and a good catch.

City Attorney Cruz-Jennings indicated she looked at this information earlier and thought the same thing, it should be changed because some of the things listed in the ordinance can be used together.

Councilmember Schroeder indicated some of the items have been crossed off the list but can be used with marijuana like water pipes and other things so her question is if these items listed can be used for both controlled substances and marijuana, how can it be distinguished.

City Attorney Cruz-Jennings explained City Attorney Tierney did some research, as much as she could, to see how some of these devices are used and she did mention that some of them can be used to smoke other drugs. She thought it was a good catch and made sense to make this a little bit of a broader category.

Mayor Roe asked if that would be accomplished by substituting “controlled substances” for the word cocaine in the first paragraph, K, which then everything below it refers back to.

City Attorney Cruz-Jennings believed that to be correct.

Councilmember Groff indicated he was concerned as to why the law went into effect in the first place was because there is a history of laws like this being used to discriminate against people in the BIPOC community. His concern is that this would be adding it back into the equation. He has full confidence in the City’s police force and he knew where the City was at regarding not penalizing poor people. This is the only concern he has with this.

Mr. Trudgeon stated that was a very good point and something the City should be cognizant of. He thought absent having anything in the code, it is very hard to stop people or educate people that they cannot smoke in a park. He indicated every case is going to be different depending on the circumstances but he thought the approach would be more of an educational one. Having this in the code does allow interaction to make sure that things are not happening in the parks, whether it be in front of children or other things and the City can have the individual move along and not be in the park.

Councilmember Groff said that he understood that.

Mayor Roe indicated he had a series of questions that he brought forward to Mr. Trudgeon earlier that related to equity in the sense of how the City handles other controlled substances in public spaces in the City of Roseville and more broadly in the State of Minnesota. Through a little bit of research, he found that with public intoxication, the State of Minnesota actually has a law that states that Public Intoxication is not a crime in the State of Minnesota, which pre-empts anybody from being able to put anything on the books to say it is a crime. Minnesota also has the open container law which relates and is fairly specific about, especially in vehicles, driver and passenger and responsibility of owners, even if not present, and things like that. Very prudent, he thought. The only other thing he could find in State Statute seemed to be that the State also prohibits consumption of alcohol in

State Parks and perhaps other spaces like that in the State. Then it is up to individual jurisdictions to talk about more restrictions about public consumption on the alcohol side. He noted in Roseville, specifically, the only prohibition the City seems to have on the consumption of alcohol is in the parks, which is actually in Chapter 7, the bench handout the Council received tonight. As noted in the initial presentation, as this new ordinance is drafted, it is extremely broad. It is defining public space as essentially any space that is not otherwise a private space. The City is prohibiting the use of cannabis products as well as lower potency hemp edibles and hemp derived consumer products, which may or may not be a nuisance in their use to members of the public. He was very concerned about the things that are covered by it, the places covered by it, and the equity with alcohol consumption use in public spaces. With smoking, he did not believe the City prohibited smoking in the parks.

Mr. Trudgeon indicated not by ordinance.

Mayor Roe stated it was probably because it is an outdoor space so if the City is concerned about people smoking these products but are not talking about smoking cigarettes, which can be just as disturbing to people and potentially have health impacts to people, perhaps the Council may want to think about that equity amongst different types of uses and make sure the unintended consequence of this broadened drafting is exactly what Councilmember Groff is saying. But, more broadly, the City is being more restrictive with these products, even what some might consider fairly mild products, such as the hemp derived edibles and the like. That is what gave him pause and he wanted to make sure the Council had a conversation as to how they want to look at that. The Council may want to restrict smoking in the City parks, which would cover any kind of smoking. The Council may only want to limit it to these products and then could that be done in the Title 7, Chapter 7.1 that talks about other things that cannot be done in City parks. Or, does the Council want to do something more broadly across other public space? Then the question is how to address alcohol use and is there a difference between some of these edible products, those types of things, and things like smoking and vaping. He wanted to get the question out there for the Council and get some feedback so the Council may be able to provide some feedback to staff in that regard.

Councilmember Schroeder asked if the Council has the State Statute section 342.01 regarding the terms. She wondered if it would make sense that the City is in align with what the State has written.

Mayor Roe indicated that was correct, but the question is how the City wants to regulate those products. It is one thing to define them the same way and the City definitely wants to be consistent with State Statute.

Councilmember Groff thought consistency was one thing and tied into what Mayor Roe is talking about. He thought the smoking issue is tricky because he does not

smoke, and he has his own views on that, but he does understand that some people smoke, and it is a legal thing. The City does not want to make it so impossible for people either.

Mayor Roe thought it is probably able to be said that smoking marijuana products is both creating smoke that can be an irritant and annoyance to people, which smoking tobacco products also does. But, it is also a controlled substance in a sense that it does some of the same or similar things to its users as what alcohol does. The City does not allow use of alcohol in the City parks, specifically, so it could be said that it would be consistent, at least in the point of view of it being a substance that can create impacts to or impair people's abilities, similar to alcohol. If the purpose of not permitting alcohol in the parks is to prevent issues related to that, it could be sensible to say the same relating to use of these products, at least higher potency products. He did not know if the City wanted to draw the line on some of the lower potency products that may be harder to know whether people are using it in the first place. He could see where the City may be able to put some distinction there and put that into the City Code. There is also the question of whether the Council just talks about the parks specifically or talks about more broadly other spaces. But then he would turn the question back around and ask what the City is doing with respect to consumption of alcohol in these other places.

Councilmember Schroeder indicated she is having trouble with the lower potency Hemp derived consumer products. She noted there are salves, and some things so what would be put in here. She wondered if it could all be lumped together.

Councilmember Groff thought it would be terrible to enforce something like that.

Mayor Roe asked if there was a sense that the Council is okay with the broad prohibition and specific to these products or does the Council want to look at something more specific to parks and/or potentially other public spaces more in the public realm, like City owned. Then talk about the different types of products and how to treat those, or does the Council need to table this for further discussion with the whole Council and potentially more information from staff and the attorney if there are certain questions about, for instance, sorts of these edibles and what their "potency" is relative to other products the Council might think of like alcohol.

Councilmember Groff indicated he was leaning that way, but thought this was a broad enough subject, this is the information, and it will not hurt to delay it a little bit to have a discussion with the whole Council or at least one more member would be better.

Councilmember Schroeder thought more information would be better.

Mayor Roe noted another option would be the Council could act on the first part of the Ordinance and strike out the second part, if the Council wanted to, at least

change the regulations that are outdated by the new law and then noting the change, substituting controlled substances for cocaine on line 107.

Mr. Trudgeon suggested it would be easier to keep together in one package, noting State law speaks to regulation of cannabis items already in some respects. He wondered if it was the desire to have all the Council Members at the meeting to consider a narrower perspective just really focused on parks or public land owned by the City. He also asked if there was any desire to bring forth something banning smoking of tobacco products in the City parks.

Councilmember Groff indicated he would lean towards looking just at public parks. He did not see the City banning everything such as smoking outside of a building and seemed unreasonable for something that is still a legal product.

Mayor Roe thought individual businesses certainly could enforce their own requirements inside and on their premises and he knew a lot of businesses prohibit smoking within a certain distance of doorways so perhaps that is the best system related to the smoking side of it. He did not think the Council wanted to go down the road of prohibiting smoking in the City parks or a broad prohibition of smoking. He thought there was a distinction in terms of the effects of cannabis products and smoking that the Council might have a look at being consistent with alcohol in the parks.

Councilmember Schroeder agreed that made sense because the high potency cannabis is like drinking and driving. That is where it is closer to the alcohol side of things versus the cigarette side of things.

Mayor Roe was not sure on the "potency" of some of the low-potency items as to whether those are also included in terms of if you are under the influence or would a person have to consume so much. He thought the Council would need expert information on that to even understand it.

City Attorney Cruz-Jennings explained there is not a specific standard for what intoxication looks like for marijuana; it can be any amount. She stated that is something the State is going to have to grapple with as this is figured out. She indicated the other thing she wanted to make sure was understood is that lower potency hemp edibles is anything that has less than .3 percent THC and beverages with five or ten milligrams of THC. Those are all classified as lower potency.

Mayor Roe indicated he was not sure if the State law was treating those any differently other than how the sale is regulated and things like that.

City Attorney Cruz-Jennings explained the only other thing the State law has that she can think of is a prohibition on vaporizing or smoking cannabis flower,

cannabis products, or hemp derived consumer products in a location where these may be inhaled by a minor. She noted there is no enforcement mechanism for that.

Councilmember Schroeder thought that was a good point to keep in mind when looking at this.

Mr. Trudgeon thanked the Council for their input, noting Staff will start to narrow it to parks and City-owned property and have the conversation go from there when the rest of the Council is in attendance.

Councilmember Groff asked if there has been any input from the police department.

Mr. Trudgeon indicated beyond general conversation there has not been much discussion.

Councilmember Groff indicated he wants this to be something that is not too complicated and that the police department can enforce.

Mayor Roe indicated this will be coming forward at a future meeting for further discussion.

c. Discuss Changes to City Code Chapter 316, Tetrahydrocannabinol (THC) Products

City Manager Patrick Trudgeon briefly highlighted this item as detailed in the Request for Council Action and related attachments dated August 7, 2023.

Mayor Roe asked if the two liquor stores that have THC licenses got those after the new State law went into effect, allowing sales at 'exclusive liquor stores,' which City ordinance prohibited prior to that.

Mr. Trudgeon indicated that was correct.

Councilmember Schroeder indicated she liked the suggestion to remove prohibiting liquor stores but when it comes to the cap piece, she liked the second option where the cap is kept at eight. But, if a business has a liquor license, which includes the restaurants, those businesses could be exempt from the cap. Part of the reason she likes that, is she thought there would be new restrictions on how many cannabis sales licenses can be in a county and city later on. She would be more comfortable trying to keep it at eight until the State got some of that figured out. She noted the State was talking about limiting it to the population in a county. She wanted to make sure that the City does not get too many.

Mr. Trudgeon thought it was only logical to assume that if there is only THC products, eventually they will look to sell cannabis as well so to Councilmember Schroeder's point if the City has a lot of them the City may have to try to claw some

Substance Use in Parks						
(self-reported, informational only)						
	Alcohol		Tobacco		Marijuana	
City	Allowed - Yes/No	Notes	Allowed - Yes/No	Notes	Allowed - Yes/No	Notes
Roseville	No	3.2 permits can be provided for shelter rentals	Yes	Smoking is prohibited near programs where youth are participating, but allowed in other areas of the parks (by policy, not code)		
Rogers	Yes	No glass, no kegs, no sales with out license, no outside alcohol when there is an approved license.	Yes	Currently considering a smoking ban.	Yes	Smoking ban would include all substances, including vaping.
Shorewood	Some	Only allowed in Badger Park with Council approval	Yes	Currently no restrictions, presenting to Park Commission today and City Council in September	Yes	Currently no restrictions, presenting to Park Commission today and City Council in September *Update*8/23 Park Commission provided feedback to council saying they did not recommend a full ban and would like for tobacco, e-cigs and cannabis to be allowed in certain areas
Corcoran	Yes	No glass, no kegs, no sales with out license, no outside alcohol when there is an approved license.	No	Smoking is prohibited in the park, but allowed within vehicles - similar to Bloomington.	I/P	Under consideration
Cottage Grove	Yes	No glass	Yes	Currently reviewing w/marijuana	TBD	Currently reviewing with Council
North Branch	No	Alcohol prohibited	No	Tobacco prohibited	No	Cannabis prohibited
Bemidji	Some	By permit only	No	No vaping or tobacco by policy	Yes	Council opted not to pass the ordinance regulating it. Parks and Recreation Commission voted to add it to the policy and support an ordinance prohibiting cannabis in the parks/public spaces
Duluth	Some	With a permit	No	Council just passed a new ordinance that bans tobacco and marijuana in all parks.	No	Council just passed a new ordinance that bans tobacco and marijuana in all parks.
Vadnais Heights	Some	Specifically not allowed in parking lots, motor vehicles, or playgrounds. And not allowed 8:00pm - 8:00 am, except by permit.	Yes	Nothing specific currently in ordinance for parks, will likely add to the ordinance language update with cannabis use.	No	Moratorium passed to allow time to consider regulations. City planning to prohibit use in public spaces.
Minneapolis	Yes in Designated Areas - No otherwise	3.2 allowed in picnic areas, alcohol allowed for specific programming in designated parks or areas, including contracted vendor locations	No in designated areas	Prohibited in specific areas by policy -https://www.minneapolis.parks.org/news/2017/03/09/mprb_approves_expanded_tobacco_use_policy/	State Laws apply	currently leaning on state law and have not passed any additional restrictions
St. Paul	No	Malt liquor (less than 5.5% is allowed in some locations)	Yes	Considering a smoking ban		
Shoreview	No		No	Passed Tobacco-Free Ordinance is 2004		
Three Rivers	Yes	Beer, Wine, Cider. No hard liquor or multiple serving alcohol.	Yes	Some specific limitations		
Edina	No	No alcohol, tobacco or vaping in parks.	No	No alcohol, tobacco or vaping in parks.		
St. Louis Park	No	Except certain rental spaces				

New Brighton	Yes	With limits on amount per person	No	Smoking ban in all parks except the golf course		
Little Canada	Some	Allowed in shelters	No	considering options re: smoking		

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 7.c.

Department Approval

City Manager Approval



Item Description: Consider Approval of Ordinance to Amend Chapter 302 (Liquor Control) of City Code Regarding Penalties for Certain Violations

Background

At the February 13, 2023 meeting, Councilmember Etten brought forward an item for future City Council consideration regarding penalties for violations of Chapter 302 which regulates liquor licenses, specifically the penalties for first time violations by holders of off-sale liquor licenses. At the July 10, 2023 meeting, the City Council directed staff to bring back an ordinance increasing the financial penalty from \$1,000 to \$2,000, the maximum allowed under state law. Minutes from the July 10 meeting are included as Attachment 1.

The proposed ordinance (Attachment 2) amends Chapter 302.15 (Civil Penalties) regarding penalties for the first violation of an off-sale liquor license holder selling to a person under the age of 21 from \$1,000 to \$2,000. Although it was not directly discussed at the City Council meeting, staff is proposing that on-sale liquor license holders also face a fine of \$2,000 for their first violation for selling to someone under 21 for consistency. Finally, it should be noted that this ordinance does not change the \$1,000 penalty for first-time violators of other parts of the code, such as selling an alcoholic beverage to an obviously intoxicated person, refusing entry of city staff or police to their premises, after-hour sales, and allowing illegal gambling on their premises. If the City Council feels that these amounts should also be raised, the increased fine amount can be included in this ordinance amendment.

Policy Objectives

Ensuring that liquor license holders follow state and local law is consistent with the City Aspiration of "Being Safe and Law Abiding".

Racial Equity Impact Summary

Alcohol is the most widely used substance among America's youth and can cause them enormous health and safety risks. In 2021, according to the National Survey on Drug Use and Health (NSDUH), about 20.9% of youth ages 14 to 15 reported having at least 1 drink in their lifetime. In 2021, 5.9 million youth ages 12 to 20 reported drinking alcohol beyond "just a few sips" in the past month. Adolescent alcohol use differs by race and ethnicity. For example, at age 14, White, Black, and Hispanic youth are equally likely to drink. By age 18, White and Hispanic youth are twice as likely to drink than Black youth. ([https://www.samhsa.gov/data/sites/default/files/reports/rpt39441/NSDUHDetailedTabs2021/NSDUHDetTabsSect2pe2021.htm#tab2.8b](https://www.samhsa.gov/data/sites/default/files/reports/rpt39441/NSDUHDetailedTabs2021/NSDUHDetailedTabs2021/NSDUHDetTabsSect2pe2021.htm#tab2.8b))

Budget Implications

Raising the penalties for liquor code violations will provide a modest increase in revenue based on the amount of actual violations that occur.

Staff Recommendations

Staff recommends approving an ordinance amending the financial penalty amount for underage sales by

off-sale and on-sale liquor license holders as shown in Attachment 2 and approving an ordinance summary as shown in Attachment 3.

Requested Council Action

Motion to approve an ordinance amending the financial penalty amount for underage sales by off-sale and on-sale liquor license holders as shown in Attachment 2.

-and-

Motion to approve an ordinance summary as shown in Attachment 3.

Prepared by: Patrick Trudgeon, City Manager

Attachments:

1. Excerpt from July 10, 2023 City Council Meeting
2. Ordinance
3. Ordinance Summary

Regular City Council Meeting
Monday, July 10, 2023
Page 12

Mayor Roe thought this item should be a topic for a broader future Nuisance Code discussion.

Councilmember Etten explained that regarding off-sale liquor licenses, he was looking at penalties for on-sale versus off-sale. He understood that if a liquor store were to be suspended for a day, that would be a much bigger penalty than for an on-sale establishment. He would not be looking at suspension but a higher financial penalty to bridge the gap between those things and make sure the establishments understand the seriousness of a violation. He would like to look at the raising the financial impact, so it is more in line with the on-sale liquor fine.

Mayor Roe thought there was a limit in State Law of \$2,000 so if the City is already there, the amount cannot go up any further. He noted there may be other ways to address this and the Council could have some discussion on this, but someone would have to research this issue.

The Council directed staff to look at increasing the financial penalty for first time violations of age checks for off-sale licensees.

8. Council Direction on Councilmember Initiated Agenda Items

9. Approve Minutes

Comments and corrections to draft minutes had been submitted by the City Council prior to tonight's meeting and those revisions were incorporated into the draft presented in the Council packet.

a. Approve June 20, 2023 City Council Meeting Minutes

Schroeder moved, Groff seconded, approval of the June 20, 2023 City Council Meeting Minutes as presented.

Roll Call

Ayes: Etten, Schroeder, Groff, and Roe.

Nays: None.

10. Approve Consent Agenda

At the request of Mayor Roe, City Manager Trudgeon briefly reviewed those items being considered under the Consent Agenda and as detailed in specific Requests for Council Action dated July 10, 2023 and related attachments.

Groff moved, Etten seconded, approval of the Consent Agenda including claims and payments as presented and detailed.

Roll Call

Ayes: Etten, Schroeder, Groff, and Roe.

Nays: None.

**City of Roseville
ORDINANCE NO. 2023- XX**

AN ORDINANCE AMENDING

TITLE 3, CHAPTER 302

**AN ORDINANCE AMENDING TITLE 3, CHAPTER 302 OF THE ROSEVILLE
CITY CODE TO AMEND PENALTIES FOR CERTAIN VIOLATIONS**

THE CITY OF ROSEVILLE ORDAINS:

SECTION 1: Title 3, Section 302.15 of the Roseville City Code is amended to read as follows:

302.15: CIVIL PENALTY:

- A. Penalty For Noncompliance: In addition to any criminal penalties which may be imposed by a court of law, the City Council may suspend a license for up to 60 days, may revoke a license and/or may impose a civil fine on a licensee not to exceed \$2,000.00 for each violation on a finding that the license holder or its employee has failed to comply with a statute, rule or ordinance relating to Alcoholic beverages, non-intoxicating malt liquor or wine.
- B. Minimum Penalty: The purpose of this section is to establish a standard by which the City Council determines the civil fine, the length of license suspensions and the propriety of revocations, and shall apply to all premises licensed under this chapter. These penalties are presumed to be appropriate for every case; however, the council may deviate in an individual case where the council finds that there exist certain extenuating or aggravating circumstances, making it more appropriate to deviate, such as, but not limited to, a licensee's efforts in combination with the state or city to prevent the sale of alcohol to minors or, in the converse, when a licensee has a history of repeated violations of state or local liquor laws. When deviating from these standards, the council will provide written findings that support the penalty selected. When a violation occurs, the staff shall provide information to the City Council to either assess the presumptive penalty or depart upward or downward based on extenuating or aggravating circumstances. The staff shall notify the licensee of the information being considered and acted upon by the City Council.
 1. Except as otherwise provided in this Chapter, the following violations will subject the licensee to the following administrative penalties:

OFF SALE Type of Violation	1st Violation	2nd Violation	3rd Violation	4th Violation
Sale of an alcoholic beverage to a person under the age of 21	\$ 1 <u>2</u> ,000 and 0 day suspension	\$2,000 and 3 day Suspension	\$2,000 and 7 day suspension	Revocation
Sale of alcoholic beverage to an obviously intoxicated person	\$1,000 and 1 day suspension	\$2,000 and 3 day suspension	\$2,000 and 7 day Suspension	Revocation
Refusal to allow City inspectors or police admission to premises	\$1,000 and 3 day suspension	\$2,000 and 7 day suspension	Revocation	N/A
After hours sale, possession by a patron or consumption of alcoholic beverages	\$1,000 and 3 day suspension	\$2,000 and 7 day suspension	Revocation	N/A
Illegal gambling on premises	\$1,000 and 3 day suspension	\$2,000 and 7 day suspension	Revocation	N/A
Sale of alcoholic beverages while license is under suspension	30 day suspension	Revocation	N/A	N/A
Commission of a felony related to licensed activity	Revocation	N/A	N/A	N/A

45
46

ON SALE & 3.2 Type of Violation	1st Violation	2nd Violation	3rd Violation	4th Violation
Sale of an alcoholic beverage to a person under the age of 21	\$ 1 <u>2</u> ,000 and 1 day suspension	\$2,000 and 5 day Suspension	\$2,000 and 15 day suspension	Revocation
Sale of alcoholic beverage to an obviously intoxicated person	\$1,000 and 1 day suspension	\$2,000 and 5 day suspension	\$2,000 and 15 day Suspension	Revocation
Failure of an on-sale licensee to take reasonable steps to prevent a person from leaving the premises	\$1,000 and 1 day suspension	\$2,000 and 5 day suspension	\$2,000 and 15 day suspension	Revocation

with an alcoholic beverage (on-sale allowing off-sale)				
After hours sale, possession by a patron or consumption of alcoholic beverages	\$1,000 and 7 day suspension	\$2,000 and 14 day suspension	Revocation	N/A
Illegal gambling on premises	\$1,000 and 7 day suspension	\$2,000 and 14 day suspension	Revocation	N/A
Sale of alcoholic beverages while license is under suspension	60 day suspension	Revocation	N/A	N/A
Commission of a felony related to licensed activity	Revocation	N/A	N/A	N/A

2. Any prior violation that occurred more than 36 calendar months immediately preceding the most current violation will not be considered in determining successive violations.
 3. In addition to the administrative penalties identified above, the city may in appropriate circumstances choose to not renew a license at the end of its current term for non-compliance with any provision of this Chapter or for any other reason allowed by law.
- C. Hearing and Notice: If, after considering the staff's information, the City Council proposes to suspend, revoke or not renew a license, the licensee shall be provided written notice of the City Council's proposed action and shall be given the opportunity to request a hearing on the proposed penalty by providing the City a written notice requesting a hearing within ten days of the mailing of the notice of the City Council's proposed action. The notice of the proposed action of the City Council shall state the reasons for such suspension, revocation, or non-renewal and the action the City Council proposes to take, shall inform the licensee of the right to request a hearing prior to the action being final, and shall inform the licensee of the date the City Council's proposed action will be considered a final decision if a hearing is not requested. Any hearing, if requested, will be conducted in accordance with Minnesota statutes section 340A.415 and sections 14.57 to 14.69 of the Administrative Procedures Act ("APA"). If a hearing is requested, the licensee shall be provided a hearing notice at least ten days prior to the hearing, which shall state the date, time

72 and place of the hearing and the issues involved in the hearing. An independent
73 hearing officer shall be selected by the City Council to conduct the hearing and shall
74 make a report and recommendation to the City Council pursuant to the provisions of
75 the APA. The City Council shall consider the independent hearing examiner's
76 recommendation and issue its final decision on the suspension or revocation.

77
78
79 SECTION 2: Effective date. This ordinance shall take effect upon its passage
80 and publication.

81
82 Passed by the City Council of the City of Roseville this 11 day of September, 2023.
83
84

85
86 **Signatures as follows on separate page:**

87
88 **Ordinance – *Title of Ordinance* _____ -**

89
90
91 (SEAL)

92
93
94 CITY OF ROSEVILLE

95
96
97 BY: _____
98 Daniel J. Roe, Mayor
99

100 ATTEST:

101
102
103 _____
104 Patrick Trudgeon, City Manager
105
106

City of Roseville
ORDINANCE SUMMARY NO. XX__

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF THE
AMENDMENT TO TITLE 3, CHAPTER 302 OF THE
ROSEVILLE CITY CODE IN ORDER TO AMEND PENALTIES FOR
CERTAIN VIOLATIONS.**

SECTION 1: The City Council of the City of Roseville, on September 11, 2023, adopted Ordinance No. _____. Minnesota Statutes, section 412.191, subd. 4, allows publication by title and summary in the case of lengthy ordinances or those containing charts or maps.

The City Council has determined that the following summary would clearly inform the public of the intent and effect of the ordinance.

SECTION 2: The following is the official summary of Ordinance No. _____ entitled "AN ORDINANCE AMENDING TITLE 3 CHAPTER 302 OF THE ROSEVILLE CITY CODE TO AMEND PENALTIES FOR CERTAIN VIOLATIONS" which was approved by the City Council of Roseville on September 11, 2023 and directs the City Clerk to publish the title and summary as follows in the official newspaper in lieu of the entire ordinance:

On September 11, 2023, the City Council of the City of Roseville adopted Ordinance No. _____, an ordinance amending Title 3, Section 302.15 of the Roseville City Code in order to amend the penalty for a first-time violation for sale of an alcoholic beverage to a person under the age of 21 by an establishment licensed to sell off-sale and on-sale liquor from a \$1,000 fine to a \$2,000 fine.

SECTION 3: A printed copy of the full ordinance is available for inspection by any person during regular office hours in the office of the City Manager at the Roseville City Hall, 2660 Civic Center Drive, Roseville, Minnesota 55113. A copy of the ordinance and summary shall also be posted at the Reference Desk of the Roseville Branch of the Ramsey County Library, 2180 Hamline Avenue North, and on the Internet web page of the City of Roseville (www.ci.roseville.mn.us).

ATTEST:

Patrick Trudgeon, City Manager

REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 7.d.

Department Approval

City Manager Approval



Item Description: Consider Appointments to Various City Commissions

1
2 **Background**

3 On August 24, the City Council interviewed applicants interested in appointment to various commissions.
4 Since the initial interviews, there is an additional opening on the Public Works, Environment, and
5 Transportation Commission due to a resignation.

6
7 Council will consider applicants for:

- 8 • Human Rights, Inclusion, and Engagement Commission – two vacancies
9 ○ One term expiring March 31, 2024.
10 ○ One term expiring March 31, 2025.

- 11
12 • Public Works, Environment and Transportation Commission – two vacancies
13 ○ One term expiring March 31, 2024.
14 ○ One term expiring March 31, 2024.

15
16
17 **Policy Objectives**

18 The city's Appointment and Reappointment policy outlines the notification and selection process for
19 advisory commissions. The intent is to establish a fair and open notification and selection process that
20 encourages all Roseville residents to apply for appointments. In addition, the city's Strategic Racial
21 Equity Action Plan (SREAP) has identified diversifying city commissions as a high impact area of focus.
22 Racially and ethnically diverse policy makers and advisors are key to serving residents and other
23 customers with excellence.

24
25 **Racial Equity Impact Summary**

26 Racially and ethnically diverse policy-makers and policy advisors are key to serving residents and other
27 customers with excellence. The role of appointed boards, commissions, and councils is to advise the
28 Mayor and Council on city policies and practices. A governing body that mirrors our population increases
29 City government access to great ideas, strengthens innovation and problem-solving, and ensures we are
30 representing the viewpoints and considerations of all our communities.

31
32 **Budget Implications**

33 None.

34
35 **Staff Recommendations**

36 Staff recommends Council make appointments to fill the commission vacancies for the Human Rights,

Inclusion, and Engagement Commission and the Public Works, Environment, and Transportation Commission.

Requested Council Action

Appoint _____ to the Human Rights, Inclusion, and Engagement Commission for a term ending March 31, 2024.

Appoint _____ to the Human Rights, Inclusion, and Engagement Commission for a term ending March 31, 2025.

Appoint _____ to the Public Works, Environment and Transportation Commission for a term ending March 31, 2024.

Appoint _____ to the Public Works, Environment and Transportation Commission for a term ending March 31, 2024.

Prepared by: Rachel Boggs

Attachments: None

REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.a.

Department Approval

City Manager Approval



Item Description: Approve 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.

ACH Payments	\$429,986.67
107450-107636	\$861,883.47
Total	\$1,291,870.14

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

Policy Objectives

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

Racial Equity Impact Summary

Not applicable.

Budget Implications

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

Staff Recommendations

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: 1. Attachment 1 - Checks for Approval 09.11.2023

Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 09/06/2023 - 6:14AM
 Date Range: 08/16/2023 - 09/05/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 00 General Function				
0	LINA	LTD Employer - Aug	08/23/2023	5,985.13
Total for Department: 00 General Function				5,985.13
Department: 01 General Government				
0	DG Minnesota CS 2021, LLC	Main - Solar Garden	08/23/2023	4,457.40
0	Electro Watchman, Inc.	Inspect Lobby Door Not Unlocking Pr	08/30/2023	175.00
0	Erickson, Bell, Beckman & Quinn P.A.	Prosecution: Professional Services thr	08/16/2023	14,510.00
0	Fikes, Inc.	Restroom Supplies	08/16/2023	155.69
0	Fikes, Inc.	Harwound Roll Towel	08/23/2023	151.56
0	Fikes, Inc.	Restroom Supplies	08/30/2023	507.35
0	Innovative Office Solutions	Office Supplies	08/16/2023	1,164.90
0	McGough Property Management, LLC	Facility Management 7/2023 Expenses	08/16/2023	432.96
0	McGough Property Management, LLC	Facility Mgmt Service/ Truck Charge	08/30/2023	5,483.50
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	08/16/2023	933.50
0	Xcel Energy	July Xcel Billing - Maint Facility - Ele	08/23/2023	6,576.59
0	Yale Mechanical	Summer Maintenance and Coil Cleani	08/23/2023	1,584.34
0	Yale Mechanical	Pub Works - Relocated Ice Machine	08/30/2023	2,100.00
107456	ARAMARK Services	Water Filter	08/16/2023	156.86
107462	Amanda M Becker	Hand Held Fans for Events, Foldable I	08/16/2023	335.06
107467	Center for Economic Inclusion	2023 Index - Other Earned Income	08/16/2023	1,500.00
107473	David R. Cantu	August Billings	08/16/2023	436.00
107526	Shred-N-Go, Inc.	Shredding Services	08/16/2023	71.89
107529	St. Paul Pioneer Press	Account 572528	08/16/2023	46.06
107539	Vault Health	Drug Screening	08/16/2023	267.95
107560	Kennedy & Graven, Chartered	July 2023 Legal Services	08/23/2023	16,664.32
107574	Anchor Solar Investments, LLC	Solar Lease	08/30/2023	1,700.33
107576	API Garage Door	Inspect PD Parking Ramp Door	08/30/2023	583.50
107584	CL Bensen Company, Inc.	DP40-SP	08/30/2023	367.32
107590	Ehlers & Associates, Inc.	2023 Continuing Disclosure Reporting	08/30/2023	8,395.00
107623	Referral Carpet and Floor Services, Inc	Carpet Clean - City Hall	08/30/2023	110.00
Total for Department: 01 General Government				68,867.08
Department: 02 Public Safety				
0	Adam's Pest Control Inc	Rodent Bait	08/16/2023	139.80
0	Advanced Graphix, Inc.	Decal -BK Dodge Charger Unit 2303	08/16/2023	42.00
0	Advanced Graphix, Inc.	Repair front bumper and front passeng	08/23/2023	257.10
0	Ancom Technical Center	Technical Services	08/23/2023	234.99
0	Car Wash Partners	July Wash Services	08/16/2023	360.00
0	City of St. Paul	Modify/Install Radio Equipment	08/30/2023	45.00
0	Emergency Automotive Tech Inc	2013 Ford F350 - Fixed Wiring for Sic	08/16/2023	454.25
0	Fikes, Inc.	Harwound Roll Towel	08/23/2023	68.33
0	Greenhaven Printing	PD Business Cards	08/16/2023	90.45
0	Innovative Office Solutions	Office Supplies	08/16/2023	202.60
0	Masa Consulting, Inc.	Mental Heath Support Services July 20	08/16/2023	4,300.00
0	Ryan Duxbury	Training Meals and Mileage	08/30/2023	165.47
0	Streicher's	Clothing/Uniform - D. Ellies	08/30/2023	8,373.30
0	Xcel Energy	July Xcel Billing	08/23/2023	2,638.29

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	Xcel Energy	August Xcel Billings	08/30/2023	84.07
107459	Aspen Mills Inc.	CB Cab Slide Holders	08/16/2023	16.00
107464	Caliber Collision	RO# 3311047470, 2017 Dodge Duran	08/16/2023	5,393.96
107470	Como Park Animal Hospital	Medical Examination and Boarding	08/16/2023	3,310.07
107471	Corporate Mark, Inc.	Admin Uniform	08/16/2023	424.00
107480	The Fern	HOME-ARP Grant, CN# 22035916 fo	08/16/2023	282.00
107490	Henry Schein, Inc.	Amiodarone Inj	08/16/2023	106.68
107503	Martin McAllister, Inc.	Public Safety Assessments - N. Paulno	08/16/2023	1,875.00
107506	Midwest Training Associates, LLC	Confined Space Entry Training	08/16/2023	450.00
107519	Ramsey County	RC Fleet Support July 2023	08/16/2023	33,864.33
107521	Rosenbauer Minnesota, LLC	Light Marker Stand Off Universal	08/16/2023	111.00
107536	TransUnion Risk and Alternative	July 2023 Billing	08/16/2023	235.80
107538	University of Minnesota Veterinary Me	K9 Assessment Exam Urgent	08/16/2023	255.77
107540	Verizon	Patrol Phones, Acct #487223064-0000	08/16/2023	1,080.27
107542	AE Sign Systems, Inc.	12'x15x Walnut Plaque for David Oliv	08/23/2023	140.00
107544	Aspen Mills Inc.	Clothing - Uniform	08/23/2023	163.60
107566	Overhead Door Co of the Northland	Second Main Bay Door	08/23/2023	504.45
107574	Anchor Solar Investments, LLC	Solar Lease	08/30/2023	371.91
107586	Dakota County Technical College	Class Registration - R. Duxbury, J. Ha	08/30/2023	2,800.00
107587	Defense Technology Corp. of America	Training Billing	08/30/2023	325.00
107595	Fox Valley Technical College	Class #20317 - Amanda Krinke ID 700	08/30/2023	325.00
107618	People Incorporated	Collocation of Mental Health Services	08/30/2023	20,833.00
107622	Ramsey County	Rebill July 2023 Fleet Services	08/30/2023	483.60
107635	Verizon	PD Phones Jul 9 - Aug 8, 2023	08/30/2023	2,978.75
Total for Department: 02 Public Safety				93,785.84
Department: 03 Public Works				
0	Airgas USA, LLC	Vehicle Supplies	08/23/2023	53.20
0	Certified Laboratories, Inc.	Premalube Red	08/16/2023	584.66
0	City of St. Paul	Radio Maintenance & Services	08/23/2023	1,330.00
0	Dan Turner	Reibursement of Flashlight purchased	08/23/2023	64.41
0	Dresser Trap Rock, Inc.	Dry FA-2 for Spray Patcher, Acct 1009	08/16/2023	2,655.47
0	Factory Motor Parts, Co.	Small Battery Core, CCA840 RC145	08/16/2023	147.03
0	Factory Motor Parts, Co.	Vehicle Supplies	08/23/2023	506.43
0	Innovative Office Solutions	Office Supplies	08/16/2023	158.46
0	Kath Fuel Oil Service, Inc.	Citgo Supergard Syn 0W20 Bulk	08/16/2023	2,304.00
0	Mansfield Oil Company of Gainsville,	CONV 87 OCT E-10	08/23/2023	24,133.68
0	McMaster-Carr	Thread-Forming Screws	08/16/2023	33.74
0	McMaster-Carr	Fuse, Button Battery	08/23/2023	41.09
0	McMaster-Carr	High-tack Duct Tape	08/30/2023	25.10
0	MTI Distributing, Inc.	Filter - Air	08/23/2023	56.71
0	Napa Auto Parts	3YR WTY Bat, Core Deposit	08/16/2023	327.99
0	Premium Waters Inc	Coffee	08/30/2023	104.47
0	T. A. Schifsky & Sons, Inc.	Yard Purchases from 7/30 - 8/5/23	08/23/2023	415.40
0	Xcel Energy	July Xcel Billing	08/23/2023	14,322.81
0	Xcel Energy	August Xcel Billings	08/30/2023	2,389.97
0	Ziegler Inc	Valve-Ball	08/30/2023	266.06
107455	Allstate Peterbilt of South St. Paul	Vehicle Supplies	08/16/2023	274.76
107468	Cintas Corporation	Clothing	08/16/2023	42.70
107487	Grainger Inc	Shaft Seal	08/16/2023	8.19
107492	Jeff Belzers Roseville Chrysler Dodge	Engine Repairs Dodge Durango	08/16/2023	1,145.81
107519	Ramsey County	RC Fleet Support July 2023	08/16/2023	84.24
107534	Titan Machinery	Wiper Blades	08/16/2023	109.53
107543	Allstate Peterbilt of South St. Paul	Filter - Air	08/23/2023	14.59
107549	Cintas Corporation	Clothing	08/23/2023	42.70
107555	Goodyear Tire & Rubber Company	Tires/Maintenance	08/23/2023	5,006.61
107557	Grainger Inc	Insert Bearing	08/23/2023	309.68
107559	Jeff Belzers Roseville Chrysler Dodge	Repair Leak	08/23/2023	842.25
107561	Konrad Material Sales, LLC.	Deery 3723 - Crack Sealant	08/23/2023	9,450.00
107567	Ramsey County	Rebill July 2023 Fleet Services	08/23/2023	109.20
107572	White Cap, LP	Crafco Detack 5 Gal	08/23/2023	1,027.50
107577	Astleford International	Motor Control Mode Dr Actuator	08/30/2023	250.48

Check No.	Vendor/Employee	Transaction Description	Date	Amount
107582	CES Imaging	Office Supplies	08/30/2023	16.95
107583	Cintas Corporation	Clothing	08/30/2023	42.70
107599	Grainger Inc	Veh Operating Parts	08/30/2023	132.97
107603	Jeff Belzers Roseville Chrysler Dodge	Dodge Durango - Repair AC	08/30/2023	2,091.84
107622	Ramsey County	Services to Emergency Pre-emption Sy	08/30/2023	713.86
107632	Tapco	Push Button, iNX	08/30/2023	1,364.19
Total for Department: 03 Public Works				73,001.43
Total for Fund:100 General Fund				241,639.48

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contracted Engineering Svcs				
Department: 00 General Function				
0	LINA	LTD Employer - Aug	08/23/2023	95.15
0	Short Elliott Hendrickson, Inc.	Alta Vista AT&T Generator	08/16/2023	9,812.09
107494	Kennedy & Graven, Chartered	Cellular Leases	08/16/2023	316.25
107518	Price Custom Homes	Erosion Control Escrow Refund - EC2	08/16/2023	6,000.00
107560	Kennedy & Graven, Chartered	Cellular Leases	08/23/2023	275.00
107579	Barbara Bishop	Erosion Control Escrow Refund - EC2	08/30/2023	1,000.00
107605	Kennedy & Graven, Chartered	Celular Leases RS160-00004	08/30/2023	412.50
Total for Department: 00 General Function				17,910.99
Department: 03 Public Works				
107580	John Calabrese	Refund ROW23-088 Permit Fee	08/30/2023	50.00
107636	Xcel Energy	Overpayment of Permit B23-1353	08/30/2023	890.33
Total for Department: 03 Public Works				940.33
Total for Fund:103 Contracted Engineering Svcs				18,851.32

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 00 General Function				
0	LINA	LTD Employer - Aug	08/23/2023	100.18
Total for Department: 00 General Function				100.18
Department: 01 General Government				
107635	Verizon	PD Phones Jul 9 - Aug 8, 2023	08/30/2023	87.66
Total for Department: 01 General Government				87.66
Total for Fund:110 Telecommunications				187.84

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 00 General Function				
0	LINA	Life Ins Employer - Aug	08/23/2023	426.35
Total for Department: 00 General Function				426.35
Department: 04 Recreation				
0	Abigail Long	Mileage Reimbursement 5/25 - 7/12/23	08/30/2023	206.98
0	Austin Beatty	Sand Volleyball Official	08/30/2023	52.00
0	Breanna Burmester	Sand Volleyball Official	08/30/2023	104.00
0	Carley McGovern	Mileage Reimbursement 8/7 - 8/11/23	08/16/2023	26.86
0	Carley McGovern	Carley July Mileage Reimbursement	08/23/2023	93.40
0	Deon Haider	Mileage Reimbursement 4/21 - 8/17/23	08/30/2023	162.37
0	DG Minnesota CS 2021, LLC	Skate Center - Solar Garden	08/23/2023	1,180.28
0	Fikes, Inc.	Restroom Supplies	08/16/2023	416.56
0	John Lambrecht	Sand Volleyball Official	08/30/2023	208.00
0	Juan Felipe Ruiz Duque	Sand Volleyball Official	08/30/2023	156.00
0	Kathie Urbaniak	Sand Volleyball Official	08/30/2023	52.00
0	Misty Nickels	Sand Volleyball Official	08/30/2023	168.00
0	Natalie Witham	Sand Volleyball Official	08/30/2023	52.00
0	Taho Sportswear, Inc.	Youth Soccer Shirts	08/30/2023	3,049.75
0	Voss Lighting	Operating Supplies	08/16/2023	432.30
0	Willie McCray	Umpires 8/7 - 8/13/23	08/16/2023	1,160.00
0	Willie McCray	Umpires 8/14 - 8/20/23	08/30/2023	1,624.00
0	Xcel Energy	July Xcel Billing	08/23/2023	2,832.87
0	Xcel Energy	August Xcel Billings	08/30/2023	20,316.78
0	Youth Enrichment League, Corp.	Varsity Builders, PreK Extreme Machi	08/30/2023	4,995.00
107451	Action Sports of MN, Inc.	Skateboard Camp - Session 3	08/16/2023	1,357.50
107452	Roy Adams	Raider Football Camp Payment	08/16/2023	240.00
107458	Art Spark	Watercolor, Hey Clay, Artmania, Doo	08/16/2023	9,744.00
107463	Ryan Blix	Summer Entertainment Tech	08/16/2023	258.00
107469	City of Little Canada	Parks & Recreation: Can Can Wonderl	08/16/2023	380.00
107474	Davis Lock & Safe Inc	Keys	08/16/2023	16.50
107475	James Dawolo	Raider Football Camp Payment	08/16/2023	480.00
107476	Matthew DiMartino	Raider Football Camp Payment	08/16/2023	480.00
107478	Ejidomen Ejiya	Raider Football Camp Payment	08/16/2023	720.00
107481	Michael Foehse	Raider Football Camp Payment	08/16/2023	780.00
107484	Gibbs Farm	Dakota Tours with Activity	08/16/2023	272.00
107488	Michael Grant	Raider Football Camp Payment	08/16/2023	1,300.00
107491	International Chemtex Corp	Biocide	08/16/2023	587.07
107497	Jessica Lee	Ensemble music classes - summer 202	08/16/2023	1,269.90
107501	Nash Lucken	Raider Football Camp Payment	08/16/2023	1,300.00
107502	Lawrence "Skip" Marose Jr.	Shelter Key Deposit Refund	08/16/2023	50.00
107504	Wayne McGriff	Raider Boys Basketball Camp	08/16/2023	300.00
107505	MIDC Enterprises	Operating Supplies	08/16/2023	327.09
107507	Milky Way Enterprises, LLC	Summer Entertainment - The Changeu	08/16/2023	300.00
107508	MN Dept of Labor and Industry	Elevator Annual Oper	08/16/2023	200.00
107511	MR Cutting Edge	Ice Scraper Blade Shapen	08/16/2023	160.00
107512	Michael Nelson	Raider Football Camp Payment	08/16/2023	660.00
107515	Luke Oliver	Raider Football Camp Payment	08/16/2023	900.00
107520	Revolutionary Sports, LLC	Roseville Indoor Volleyball and Baske	08/16/2023	3,210.03
107522	Rosetown Playhouse	Rock Out!	08/16/2023	7,891.20
107523	Michael Say	Raider Football Camp Payment	08/16/2023	300.00
107531	Andrew Stephenson	Raider Football Camp Payment	08/16/2023	7,980.00
107535	Total Mechanical Services, Inc.	Install new contractor & Relay in Roo	08/16/2023	2,757.50
107537	Donivin Turner	Raider Football Camp Payment	08/16/2023	240.00
107541	Anthony Weldon	Raider Football Camp Payment	08/16/2023	840.00
107568	T Mobile	Phone Charges	08/23/2023	1,144.98
107575	Howard Anderson	Shelter Key Deposit Refund	08/30/2023	50.00
107608	Jessica Lee	Music Classes - Summer 2023 - 2nd H	08/30/2023	1,269.90
107616	Sarah Nentwig	Refund for Damage Deposit - Banquet	08/30/2023	400.00
107619	Judith Petrie	Shelter Key Deposit Refund	08/30/2023	50.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
107624	Roseville Area Schools	Shared Facility Cost July 1, 2022 - Jun	08/30/2023	105,206.00
107625	Schmitt & Sons Transportation	Sidekick Theater @ Ives Auditorium	08/30/2023	641.30
107629	Cathy Skrip	Sunrise Yoga Full Session and Individu	08/30/2023	1,335.60
Total for Department: 04 Recreation				192,687.72
Total for Fund:200 Recreation Fund				193,114.07

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 00 General Function				
0	LINA	Add'l Life Ins Employee - Aug	08/23/2023	307.18
Total for Department: 00 General Function				307.18
Department: 04 Recreation				
0	Certified Laboratories, Inc.	Sting-X Pro Aerosol	08/16/2023	463.05
0	Fikes, Inc.	Restroom Supplies	08/16/2023	1,169.98
0	Michael Gauger	Union Clothing Purchase Reimbursen	08/30/2023	267.00
0	Xcel Energy	August Xcel Billings	08/30/2023	5,872.19
107468	Cintas Corporation	Clothing	08/16/2023	2.66
107495	Killmer Electric Co., Inc.	Tennis Court Light Repair	08/16/2023	1,110.40
107513	Oakdale Rental Center	Concrete mixing trailer, concrete	08/16/2023	444.00
107517	Precision Landscape & Tree,Inc	Tree Removal	08/16/2023	9,603.50
Total for Department: 04 Recreation				18,932.78
Total for Fund:204 P & R Contract Maintenance				19,239.96

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
0	LINA	Add'l Life Ins Employee - Aug	08/23/2023	620.34
107617	Ovation Homes LLC	Construction Deposit Refund, 217 Mc	08/30/2023	1,000.00
Total for Department: 00 General Function				1,620.34
Department: 02 Public Safety				
0	Innovative Office Solutions	Office Supplies	08/16/2023	38.64
Total for Department: 02 Public Safety				38.64
Department: 10 Community Development				
107454	AE Sign Systems, Inc.	Nameplate - M. Bauer	08/16/2023	52.00
Total for Department: 10 Community Development				52.00
Total for Fund:260 Community Development				1,710.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 00 General Function				
0	LINA	LTD Employer - Aug	08/23/2023	501.22
Total for Department: 00 General Function				501.22
Department: 01 General Government				
0	Alex Frederick	Mileage Reimbursement 7/26 - 8/22/20	08/30/2023	83.84
0	Fikes, Inc.	Restroom Supplies	08/16/2023	38.92
0	Fikes, Inc.	Harwound Roll Towel	08/23/2023	37.89
0	Fikes, Inc.	Restroom Supplies	08/30/2023	126.84
0	Innovative Office Solutions	Office Supplies	08/16/2023	644.00
0	Mary Dracy	Mary Dracy June July August Mileage	08/23/2023	349.77
0	McGough Property Management, LLC	Facility Mgmt Service/ Truck Charge	08/30/2023	747.75
0	Vicki Linnell	Mileage Reimbursement 1/17 - 8/16/20	08/30/2023	233.18
0	Xcel Energy	July Xcel Billing	08/23/2023	875.12
107548	CenturyLink	Monthly Phone Charges	08/23/2023	48.96
107551	Definitive Technology Solutions, Inc.	Passport - Waste Toner	08/23/2023	50.00
107581	CenturyLink	Account Number: 651 766-4616 731	08/30/2023	220.72
Total for Department: 01 General Government				3,456.99
Total for Fund:265 License Center				3,958.21

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charitable Gambling				
Department: 00 General Function				
0	LINA	Add'l Life Ins Employee - Aug	08/23/2023	3.76
Total for Department: 00 General Function				3.76
Total for Fund:270 Charitable Gambling				3.76

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 00 General Function				
0	LINA	Add'l Life Ins Employee - Aug	08/23/2023	4.07
Total for Department: 00 General Function				4.07
Department: 02 Public Safety				
107635	Verizon	PD Phones Jul 9 - Aug 8, 2023	08/30/2023	50.75
Total for Department: 02 Public Safety				50.75
Total for Fund:290 Police Forfeiture Fund				54.82

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 294 Police - DWI Enforcement				
Department: 02 Public Safety				
0	Jonah Figueiredo	Lunch - Alcohol Compliance Checks	08/30/2023	51.86
Total for Department: 02 Public Safety				51.86
Total for Fund:294 Police - DWI Enforcement				51.86

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 295 Police Grants				
Department: 00 General Function				
0	LINA	Add'l Life Ins Employee - Aug	08/23/2023	27.07
Total for Department: 00 General Function				27.07
Department: 02 Public Safety				
0	Carlos Yanes Munoz	Tuition Reimbursement - LAWE Law	08/30/2023	3,174.46
Total for Department: 02 Public Safety				3,174.46
Total for Fund:295 Police Grants				3,201.53

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Vehicle Revolving				
Department: 02 Public Safety				
0	Emergency Automotive Tech Inc	Up-fitting of Tahoe Unit 2531	08/16/2023	14,245.33
0	SHI International Corp	Printer - T. Steinberg	08/16/2023	161.17
107578	Axon Enterprise, Inc.	Molle Mount	08/30/2023	31.30
Total for Department: 02 Public Safety				14,437.80
Total for Fund:400 Police Vehicle Revolving				14,437.80

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vehicles Revolving				
Department: 02 Public Safety				
0	Municipal Emergency Services Depositi	Custom Fire Turnout Coat and Pants	08/16/2023	6,342.00
107564	Motorola Solutions, Inc.	Radios	08/23/2023	5,898.56
107609	Life Fitness	Treadmill	08/30/2023	6,554.33
Total for Department: 02 Public Safety				18,794.89
Total for Fund:401 Fire Vehicles Revolving				18,794.89

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 408 Pathway Maintenance Fund				
Department: 03 Public Works				
0	T. A. Schifsky & Sons, Inc.	Lexington Park Parking Lot and Pathw	08/30/2023	20,422.50
Total for Department: 03 Public Works				20,422.50
Total for Fund:408 Pathway Maintenance Fund				20,422.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 409 Central Svcs Equip Revolving				
Department: 01 General Government				
107489	GreatAmerica Financial Services	Copier Rental	08/16/2023	332.00
Total for Department: 01 General Government				332.00
Total for Fund:409 Central Svcs Equip Revolving				332.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 410 Building Improvements				
Department: 01 General Government				
107527	SOS Office Furniture	Engineering workstation upgrade	08/16/2023	2,414.05
107601	HMF Innovations	Single Slanted Stepped Bike Rack	08/30/2023	418.00
Total for Department: 01 General Government				2,832.05
Total for Fund:410 Building Improvements				2,832.05

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 583 TIF #21 CPC Redevelopment				
Department: 10 Community Development				
107590	Ehlers & Associates, Inc.	General TIF Consulting	08/30/2023	1,873.44
Total for Department: 10 Community Development				1,873.44
Total for Fund:583 TIF #21 CPC Redevelopment				1,873.44

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 585 TIF District #17-Twin Lakes				
Department: 10 Community Development				
107590	Ehlers & Associates, Inc.	General TIF Consulting	08/30/2023	962.50
Total for Department: 10 Community Development				962.50
Total for Fund:585 TIF District #17-Twin Lakes				962.50

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 586 TIF #18 Sienna Green				
Department: 10 Community Development				
107590	Ehlers & Associates, Inc.	TIF Reporting - 2022 Reports	08/30/2023	910.94
Total for Department: 10 Community Development				910.94
Total for Fund:586 TIF #18 Sienna Green				910.94

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 588 TIF District #20: McGough				
Department: 10				
107590	Ehlers & Associates, Inc.	PAYGO Calculations	08/30/2023	1,873.44
Total for Department: 10				1,873.44
Total for Fund:588 TIF District #20: McGough				1,873.44

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 589 TIF District #22 Twin Lakes II				
Department: 10				
107590	Ehlers & Associates, Inc.	TIF Reporting - 2022 Reports	08/30/2023	1,873.43
Total for Department: 10				1,873.43
Total for Fund:589 TIF District #22 Twin Lakes II				1,873.43

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 590 Street Construction				
Department: 03 Public Works				
0	American Engineering Testing, Inc.	City of Roseville 2023 Street Improve	08/23/2023	2,805.00
0	T. A. Schifsky & Sons, Inc.	2023 Roseville Pavement Managemen	08/23/2023	108,275.29
Total for Department: 03 Public Works				111,080.29
Total for Fund:590 Street Construction				111,080.29

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 00 General Function				
0	LINA	LTD Employer - Aug	08/23/2023	166.56
Total for Department: 00 General Function				166.56
Department: 05 Sanitary Sewer				
0	T. A. Schifsky & Sons, Inc.	2023 Roseville Pavement Managemen	08/23/2023	16,579.01
0	Xcel Energy	July Xcel Billing	08/23/2023	1,263.37
107450	2277 Roseville West, LLC	PW Storage Lease Payment for Sept 21	08/16/2023	1,671.77
107553	Erickson Electric Company, Inc.	Repair Lift Station	08/23/2023	2,985.68
107585	Cummins Sales and Service	PM Full Service	08/30/2023	1,739.89
107599	Grainger Inc	USB Power Source, 1 Port	08/30/2023	28.89
Total for Department: 05 Sanitary Sewer				24,268.61
Total for Fund:600 Sanitary Sewer				24,435.17

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
0	LINA	LTD Employer - Aug	08/23/2023	270.61
107457	MARIE ARMSTRONG	Refund Check 024916-000, 1935 ASI	08/16/2023	171.71
107460	AX ROSEVILLE LP	Refund Check 018916-000, 2305 WA	08/16/2023	1,670.00
107461	KEITH BAGGE	Refund Check 005772-000, 2648 MA	08/16/2023	71.43
107477	GUY & KATHARINA EGGERS	Refund Check 020366-000, 464 GLEI	08/16/2023	142.64
107483	JEREMY GEORGE	Refund Check 023929-000, 320 MILI	08/16/2023	255.51
107485	ROBERT L. & DOROTHY A. GIMLE	Refund Check 005333-000, 2494 LYI	08/16/2023	45.72
107486	STACIE GONZALEZ	Refund Check 024015-000, 2410 BRI	08/16/2023	26.42
107493	CHRISTOPHER KAUFFMAN & JU A	Refund Check 022753-000, 1251 BUI	08/16/2023	302.20
107496	GREGG KRUM	Refund Check 018278-000, 2454 OXI	08/16/2023	175.69
107499	TINA LOCKNER	Refund Check 025960-000, 1000 WO	08/16/2023	119.61
107500	PIERCE LUBINSKI	Refund Check 024365-000, 2239 ST	08/16/2023	342.78
107516	PENNYMAC LOAN SERVICES, INC	Refund Check 026021-000, 656 SHR	08/16/2023	66.93
107525	Gladys Sheppard	Void/Re-issue of Final UB Refund Che	08/16/2023	57.33
107528	MICHAEL & BEVERLY SPREIGL	Refund Check 009105-000, 737 TERJ	08/16/2023	69.87
107530	EILEEN STACK	Refund Check 013186-000, 2225 FEF	08/16/2023	48.61
107545	RAECHEL BOSCH	Refund Check 025369-000, 256 MAP	08/23/2023	106.82
107546	JOEL BUCK	Refund Check 023211-000, 3047 WIL	08/23/2023	158.85
107547	JOE & MARY CALABRESE	Refund Check 015184-000, 1995 WH	08/23/2023	60.81
107550	ANDREW DECKER	Refund Check 022479-000, 1307 GAL	08/23/2023	190.64
107552	JEREMY ELLIOTT	Refund Check 020400-000, 2622 FAI	08/23/2023	186.40
107556	YAO GOZA-MAXWELL	Refund Check 011928-000, 346 W CC	08/23/2023	79.00
107562	BRIAN & KIRSTA MARETTE	Refund Check 016233-000, 1107 OAL	08/23/2023	63.88
107565	SARA & NICK NAEGELI	Refund Check 019596-000, 360 OAK	08/23/2023	161.84
107571	DIANE WALTERS	Refund Check 008422-000, 2712 SHI	08/23/2023	162.67
107573	DENNIS WIDMER	Refund Check 023250-000, 531 LOV	08/23/2023	186.36
107588	PATRICIA DERRY	Refund Check 003720-001, 475 GLEI	08/30/2023	70.20
107591	MARK ENGE	Refund Check 001069-000, 2042 CH	08/30/2023	63.45
107592	CRAIG ERICKSON	Refund Check 023355-000, 1455 ELI	08/30/2023	188.98
107593	CRAIG & ELAINE FAHEY	Refund Check 000840-000, 2522 BRI	08/30/2023	87.04
107594	LESLEY & ROSELLA FORD	Refund Check 016813-000, 1925 FUI	08/30/2023	177.35
107596	MATTHEW & MARIA GALLIK	Refund Check 023094-000, 2943 MA	08/30/2023	153.09
107598	GOOD EARTH RESTAURANT	Refund Check 004499-000, 1901 W H	08/30/2023	397.30
107600	LINDA & DENNIS HAUGEN	Refund Check 008066-000, 1082 SHI	08/30/2023	57.15
107602	HUD	Refund Check 026161-000, 656 SHR	08/30/2023	107.25
107604	RUTH JOHNSON	Refund Check 010113-000, 707 WHE	08/30/2023	49.09
107606	JEROME KOLBINGER	Refund Check 007406-000, 571 ROSI	08/30/2023	0.05
107607	HEIDI KUEBELBECK	Refund Check 019731-000, 956 LYDI	08/30/2023	126.96
107613	GARY MONSON	Refund Check 001934-000, 223 CO R	08/30/2023	6.64
107620	JUDY POGWIZD	Refund Check 002108-000, 2422 W C	08/30/2023	81.60
107628	MARK & LAUREN SKILDUM	Refund Check 017646-000, 638 TERJ	08/30/2023	137.24
107630	L STILL	Refund Check 005641-000, 2206 MII	08/30/2023	31.69
107634	PUJITA VENKAT	Refund Check 023271-000, 2181 ST	08/30/2023	182.17
Total for Department: 00 General Function				7,111.58
Department: 06 Water Fund				
0	Ferguson Waterworks #2518	Operating Supplies	08/16/2023	305.49
0	Ferguson Waterworks #2518	Meter Supplies	08/23/2023	6,464.32
0	Ferguson Waterworks #2518	A1-CVR	08/30/2023	2,131.92
0	Goodin Corp.	Adapter ProPress	08/30/2023	23.62
0	T. A. Schifsky & Sons, Inc.	2023 Roseville Pavement Managemen	08/23/2023	15,031.62
0	Xcel Energy	July Xcel Billing	08/23/2023	10,408.91
107450	2277 Roseville West, LLC	PW Storage Lease Payment for Sept 21	08/16/2023	1,671.77
107453	Advanced Engineering & Environment	Water Tower Backup Pressure Monitor	08/16/2023	5,666.00
107479	Escape Fire Protection	Flush and Inspect 430 Private Hydrant	08/16/2023	19,350.00
107482	Gary Carlson Equipment, Corp.	Rental Equipment	08/16/2023	961.40
107498	Calbert Leedom	UB Deposit Refund - Uncashed check	08/16/2023	207.57
107505	MIDC Enterprises	Coupling, Bushing, Nipple	08/16/2023	27.24
107524	SEH Design/Build, Inc.	2023 General Maint & Eng Eval, Dry	08/16/2023	399,806.56

Check No.	Vendor/Employee	Transaction Description	Date	Amount
107554	Fra-Dor Inc.	Black Dirt / River Rock	08/23/2023	1,948.65
107558	Holcim-MWR, Inc.	Road base, select granular	08/23/2023	6,712.12
107569	Twin City Water Clinic, Inc.	July Distribution Samples	08/23/2023	680.00
107570	Valley Rich Co., Inc.	Cleveland and Iona Ln 2023 Watermai	08/23/2023	4,351.16
107599	Grainger Inc	Vehicle Supplies	08/30/2023	510.67
107612	Martin Marietta Materials Inc	Half Iona Valve Patch, B2 & Dellwood	08/30/2023	2,776.42
107621	Q3 Contracting, Inc.	Concrete Replacement Curb & Gutter	08/30/2023	3,917.71
107631	T Mobile	Account Number 967323231, Mobile	08/30/2023	35.82
107633	Valley Rich Co., Inc.	Equipment, Delivery, Labor/ Clevelan	08/30/2023	44,507.23
Total for Department: 06 Water Fund				527,496.20
Total for Fund:610 Water Fund				534,607.78

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 00 General Function				
0	LINA	Add'l Life Ins Employee - Aug	08/23/2023	210.37
0	Xcel Energy	August Xcel Billings	08/30/2023	-114.27
Total for Department: 00 General Function				96.10
Department: 07 Golf Course				
0	Bachman's Inc	Birch Dakota Pinnacles	08/30/2023	498.75
0	Fikes, Inc.	Restroom Supplies	08/16/2023	154.34
0	FleetPride	O-Ring	08/30/2023	187.48
0	MTI Distributing, Inc.	Vehicle Supplies	08/30/2023	405.91
0	Napa Auto Parts	Oil	08/30/2023	36.45
0	Uline	Operating Supplies	08/16/2023	601.94
0	Xcel Energy	August Xcel Billings	08/30/2023	1,776.35
107465	Capitol Beverage Sales, LP	Beer for Sale	08/16/2023	475.97
107466	Alex Carey	Rain Check Refund	08/16/2023	48.86
107533	Tio's Food and Beverage	Concessions Sold July 31 - Aug 13	08/16/2023	1,868.39
107568	T Mobile	Phone Charges	08/23/2023	99.57
107589	DLL Finance LLC	Installment due	08/30/2023	1,875.00
107597	Gertens Greenhouses	Plants/Flowers	08/30/2023	900.40
107610	LTG Power Equipment	Blade - Hi Flow	08/30/2023	75.00
107615	MRPA	Annual Conference Registration - S. A	08/30/2023	405.00
107626	Shamrock Group, Inc.	Cleaning Chemicals	08/30/2023	390.47
Total for Department: 07 Golf Course				9,799.88
Total for Fund:620 Golf Course				9,895.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 00 General Function				
0	LINA	Life Ins Employer - Aug	08/23/2023	179.37
Total for Department: 00 General Function				179.37
Department: 08 Storm Water				
0	T. A. Schifsky & Sons, Inc.	2023 Roseville Pavement Managemen	08/23/2023	10,153.60
0	WSB & Associates, Inc.	Pound Maintenance Assessment	08/23/2023	6,886.50
0	Xcel Energy	August Xcel Billings	08/30/2023	1,396.30
0	Yale Mechanical	Check AC unit at Godfreed Station	08/30/2023	392.00
107450	2277 Roseville West, LLC	PW Storage Lease Payment for Sept 20	08/16/2023	1,671.77
107453	Advanced Engineering & Environment	2023 SCADA Services - I&C System	08/16/2023	2,997.10
107472	Davey Resource Group, Inc.	Raingarden Curb Cuts	08/16/2023	8,000.00
107509	MNL	Herbicide Application - Corpus Cristi	08/16/2023	225.00
Total for Department: 08 Storm Water				31,722.27
Total for Fund:640 Storm Drainage				31,901.64

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Environmental				
Department: 00 General Function				
0	LINA	Add'l Life Ins Employee - Aug	08/23/2023	31.68
Total for Department: 00 General Function				31.68
Department: 09 Recycle				
107627	Signarama	Double Sided Yard Sign 24 x 18	08/30/2023	875.00
Total for Department: 09 Recycle				875.00
Total for Fund:650 Environmental				906.68

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 700 Workers Compensation				
Department: 00 General Function				
0	WCRA	Worker's Comp Premium	08/30/2023	8,212.10
Total for Department: 00 General Function				8,212.10
Total for Fund:700 Workers Compensation				8,212.10

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Management				
Department: 00 General Function				
107514	OECS - 170064	Safety Services for Upcoming Month	08/16/2023	525.00
107532	Stericycle, Inc.	Steri-safe Economy Monthly	08/16/2023	309.90
107611	Maguire Agency	10/1/23-24 Public Official/Crime Bond	08/30/2023	3,000.00
Total for Department: 00 General Function				3,834.90
Total for Fund:710 Risk Management				3,834.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 722 HRA Property Abatement Program				
Department: 00 General Function				
107563	Montgomery Brinkman, LLC	Dispatched tech for grass abatement. C	08/23/2023	478.00
107614	Montgomery Brinkman, LLC	Landscape Services 190 Transit Ave	08/30/2023	1,065.00
Total for Department: 00 General Function				1,543.00
Total for Fund:722 HRA Property Abatement Program				1,543.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 723 HRA Operating Fund				
Department: 00 General Function				
0	Center for Energy and Environment	Johnston - 1406 Burke Ave W	08/30/2023	18,126.00
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	08/16/2023	45.00
Total for Department: 00 General Function				18,171.00
Total for Fund:723 HRA Operating Fund				18,171.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Center for Energy and Environment	Admin Fees	08/30/2023	900.00
0	LINA	Life Ins Employer - Aug	08/23/2023	54.78
Total for Department: 00				954.78
Total for Fund:725 EDA Operating Fund				954.78

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.b.

Department Approval

City Manager Approval



Item Description: Approval of 1 Temporary Gambling Permit and 5 Tetrahydrocannabinol Licenses

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

Roseville VFW Post 7555
1145 Woodhill Drive
Roseville, MN 55113

Roseville VFW Post 7555 is a veterans group which is holding a raffle at 1145 Woodhill Dr. on September 23, 2023.

Tetrahydrocannabinol Retail License

Roseville Pizza Company dba Parkway Pizza
1909 Lexington Ave North
Roseville, MN 55113

Yayin Global LLC dba Top Ten Liquors
1611 County Road C West
Roseville, MN 55113

Rod Petroleum Inc. dba Roseville Winner
2163 Snelling Ave North
Roseville, MN 55113

Kong Mong Liquor Inc dba Chuchao Liquor
700 County Road B West
Roseville, MN 55113

JE Roseville Liquor 2014, LLC dba Cub Liquor
1201 Larpenateur Ave W.
Roseville, MN 55113

Ordinance No. 1638 was adopted on August 21, 2023. Chapter 316 of the City Code was amended in order to allow establishments holding a license under Roseville City Code Chapter 302 (Liquor Control) to obtain a license to sell Tetracannabinol Products, which will not be included in the cap of total licenses of eight; or the requirement that such establishments be age restricted.

Policy Objectives

41 Required by City Code.

42
43 **Racial Equity Impact Summary**
44 NA

45
46 **Budget Implications**
47 The correct fees were paid to the City at the time the application(s) were made.

48
49 **Staff Recommendations**
50 Staff has reviewed the application(s) and has determined that the applicant(s) meet all City
51 requirements. Staff recommends approval of the license(s).

52
53 **Requested Council Action**
54 Motion to approve the Temporary Gambling Permit for Roseville VFW Post 7555 and the
55 Tetrahydrocannabinol Licenses for Roseville Pizza Company dba Parkway Pizza, Yayin Global LLC dba
56 Top Ten Liquors, and Rod Petroleum Inc. dba Roseville Winner.

57
58 **Prepared by:** Katie Bruno, Deputy City Clerk

Attachments:

1. VFW Temp Gambling Application
2. Parkway Pizza THC Application
3. Top Ten Liquors THC Application
4. Roseville Winner THC Application
5. Chuchao Liquor THC Application
6. Cub Liquor THC Application

59

\$100
5925

MINNESOTA LAWFUL GAMBLING

LG220 Application for Exempt Permit

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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 Auxiliary District 4 Post 7555

Previous Gambling Permit Number: 95224

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): Sue Terry - Current President

CEO Daytime Phone: 612-202-8981 CEO Email: sueterry232@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

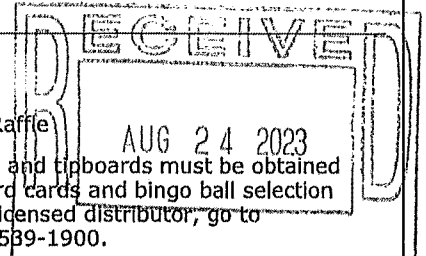
☐ Township: _____ Zip: _____ County: _____

Date(s) of activity (for raffles, indicate the date of the drawing): September 23, 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

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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: Sue Terry Date: Aug 21st 2023

(Signature must be CEO's signature; designee may not sign)

Print Name: Sue Terry

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



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

Tetrahydrocannabinol (THC) Retail Application

Business Name Roseville Pizza Company D.B.A. Parkway Pizza
Business Address 1909 Lexington Ave N Roseville MN 55113
Business Phone 651 493 4360
Email Address B.crow21@yahoo.com

Business Owner:

Name Ben Crow
Address 
Phone 
Email B.crow21@yahoo.com

Person to Contact concerning Business License (if different from above.):

Name _____
Address _____
Phone _____
Email _____

Do you currently hold a liquor license with the City of Roseville?

If yes, license Number(s) 73662

License code: MWNONSB

____ I hereby apply for the following license ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.

OR

☒ I hereby apply for the following license ending December 31, 2024, in the City of Roseville, County of Ramsey, State of Minnesota.

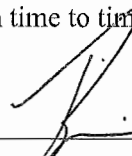
License Required	Annual Fee
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2023	\$75
OR	
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2024	\$375

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

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

Signature

Date



8/24/2023

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



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

Tetrahydrocannabinol (THC) Retail Application

Business Name Yayin Gadol, LLC dba TopTen Liquors
Business Address 1611 County Rd. C. West, Roseville, MN 55113
Business Phone (651) 340-1846
Email Address accounting@toptenliquors.com

Business Owner:

Name Jonathan Halper
Address [REDACTED]
Phone [REDACTED]
Email jhalper@toptenliquors.com

Person to Contact concerning Business License (if different from above.):

Name _____
Address _____
Phone _____
Email _____

Do you currently hold a liquor license with the City of Roseville?

If yes, license Number(s) 68632

____ I hereby apply for the following license ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.

OR

X I hereby apply for the following license ending December 31, 2024, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required	Annual Fee
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2023	\$75
OR	
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2024	\$375

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

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

Signature 
Date _____

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



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

Tetrahydrocannabinol (THC) Retail Application

Business Name

ROD PETROLEUM Inc. /DBA Roseville Winner

Business Address

2163 Snelling Ave N, Roseville, MN 55113

Business Phone

651-636-0076

Email Address

Rodpetroleum@Hot-oil.com

Business Owner:

Name

Rodrigue Awad

Address

Phone

Email

Rodpetroleum@Hot-oil.com

Person to Contact concerning Business License (if different from above.):

Name

Address

Phone

Email

Do you currently hold a liquor license with the City of Roseville?

If yes, license Number(s)

31678

✓ I hereby apply for the following license ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.

OR

✓ I hereby apply for the following license ending December 31, 2024, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required	Annual Fee
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2023	\$75
OR	
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2024	\$375

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

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

Signature

[Signature]

Date

8-24-23

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



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

Tetrahydrocannabinol (THC) Retail Application

Business Name KONGMONG LIQUOR INC DBA CHU CHAO LIQUOR
Business Address 700 COUNTY RD B W, ROSEVILLE, MN 55113
Business Phone 651 488 1070
Email Address XIONG KONG 386 @ GMAIL.COM

Business Owner:

Name LEE THAO
Address [REDACTED]
Phone [REDACTED]
Email [REDACTED]

Person to Contact concerning Business License (if different from above.):

Name KONGMONG XIONG
Address [REDACTED]
Phone [REDACTED]
Email [REDACTED]

Do you currently hold a liquor license with the City of Roseville?

If yes, license Number(s) 2023144

☒ I hereby apply for the following license ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.

OR

☐ I hereby apply for the following license ending December 31, 2024, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required	Annual Fee
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2023	\$75

OR

*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2024	\$375
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The information that you are asked to provide on the application is classified by State law as either public, private or confidential. All data will constitute public record if and when the license is granted. Our intended use of the information is to annually update our records. If you refuse to supply the information, the license application may not be processed.

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

Signature



Date

9/15/23

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



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

Tetrahydrocannabinol (THC) Retail Application

Business Name	Cub Liquor
Business Address	1201 Larpenteur Ave. W.
Business Phone	651-489-5050
Email Address	mjacobson@jerrysfoods.com

Business Owner:

Name	JE Roseville Liquor 2014, LLC
Address	5101 Vernon Ave. S.
Phone	952-922-8335
Email	mjacobson@jerrysfoods.com

Person to Contact concerning Business License *(if different from above.)*:

Name	Michelle Jacobson c/o Jerry's Enterprises, Inc.
Address	5101 Vernon Ave. S.
Phone	952-283-2569
Email	mjacobson@jerrysfoods.com

Do you currently hold a liquor license with the City of Roseville?

If yes, license Number(s) 41429

____ I hereby apply for the following license ending December 31, 2023, in the City of Roseville, County of Ramsey, State of Minnesota.

OR

X I hereby apply for the following license ending December 31, 2024, in the City of Roseville, County of Ramsey, State of Minnesota.

License Required	Annual Fee
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2023	\$75
OR	
*Tetrahydrocannabinol (THC) Retailer valid through 12/31/2024	\$375

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

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

Signature Karl O'fan
Date August 30, 2023

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.c.

Department Approval



City Manager Approval



Item Description: Approve General Purchases Exceeding \$10,000 or Sales 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 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 2*.

Policy Objectives

Required under City Code 103.05.

Racial Equity Impact Summary

Not applicable.

Budget Implications

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

Staff Recommendations

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:

1. Attachment 1 - Over \$10,000 Items for Purchase or Sale_Trade-in
2. Attachment 2 - CIP Project_Initiative Summary

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Parks & Recreation	MTI Distributing	Toro Groundmaster 5910	(a)	\$ 200,000	\$ 132,814	2024 CIP

Key

- (a) This is a scheduled replacement of a current Toro 16-foot mower, which is essential to the Parks mowing operation. This mower runs five days per week, eight hours a day during the growing season. The current unit is eight years old and showing signs of end of useful life. The current mower will be traded in (\$16,500) to offset the total price of the new mower (\$149,314.30). This purchase is budgeted for a 2024 CIP, but purchasing it now would lock in the 2023 pricing, and immediately procure of the mowers that is in stock. This is important as mowers are reported to have a lag time of two years for delivery.

2024 Capital Improvement Plan

Project/Initiative Summary

Department/Division:	Parks & Recreation
Project/Initiative Title:	#536 Toro 16' Mower
Total Estimated Cost:	\$200,000
Funding Source:	Parks & Rec Vehicle & Equip Fund (<i>property tax</i>)
Annual Operating Budget Impact:	[Enter amount here (if applicable)]

Project/Initiative Description:

This project is to replace mower #536 which is a Toro 16-foot mower. This mower is essential to our mowing operation. This mower runs five days per week, eight hours per day during the growing season. The current unit is either years old and showing signs of end of useful life. The current mower will be traded in.

This item is identified as a 2024 purchase in the 2024 CIP at \$200,000. However, purchasing this year would allow us to lock in 2023 pricing, and immediately procure one of the mowers that is currently in stock. This is important as many mowers are taking as long as two years for delivery.

In January, the City ordered two Toro 4000 mowers (a smaller mower), which are not anticipated for delivery until 2024. This expense would be “swapped” with those:

This PO: Toro 16' (\$132,814), moved from 2024 to 2023
 PO08362 (\$157,964) moved from 2023 to 2024

Purchase amount: \$132,814
 Budget: \$200,000 (2024 CIP)

Location:

1140 Woodhill Drive

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.d.

Department Approval

Janice Gundlach

City Manager Approval

Sam F. Truog

Item Description: Approve re-issuance of a Short-Term Rental License for 1901 Shady Beach Avenue

Background

Chapter 909 of City Code requires the licensing of non-owner occupied short-term rentals of dwelling units, subject to certain exemptions. On July 17, 2023, an application for a renewal of a short-term rental license was submitted by the property owner (Attachment 1). The property is a three bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. There have been no confirmed nuisance or property maintenance violations during the previous licensing period. Short-term rentals licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year.

Upon issuance, the license will be valid for 365 days from issue date. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. A draft of the license is provided as Attachment 2.

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

Policy Objectives

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

Racial Equity Impact Summary

Racial equity impacts have not been evaluated.

Budget Implications

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

Staff Recommendations

Staff recommends approval of the renewal of a Short-Term Rental License for 1901 Shady Beach Avenue. Renewals are good for one year.

Requested Council Action

By motion, approve the Short-Term Rental License renewal for 1901 Shady Beach Avenue.

37

38

Prepared by: David Englund, Building Official

Attachments:

1. Attachment 1 (Short-Term Rental License Application)
2. Attachment 2 (Draft copy of license)

39

[Menu](#) [Reports](#) [Help](#)File Date: 07/17/2023Application Status: In ReviewApplication Detail: DetailApplication Type: Short-Term Rental License RenewalAddress: 1901 Shady Beach Ave N Roseville MN 55113

Custom Fields: UNIT DETAILS

Unit Type
Single-Family HomeNumber of Bedrooms
3

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits

✓

Attestation to Payment of Lodging Tax

✓

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
	License Holder			Active	<u>CONNIE MARTY</u>

Owner Name:

Owner Address:

DEA Name:

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

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	<u>License Issuance</u>	Jan Rosemeyer			

Initiated by Product: ACA

ATTACHMENT 2

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

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

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

License Number: STR23-XXX

Owner: Connie Marty

Phone: 651-XXX-XXXX

Email: connie80john@gmail.com

Address: 1901 Shady Beach Ave

Expiration: 9/13/2024

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

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

In the Unit:

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

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

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

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

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

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

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

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

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

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

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

Extension Cords may be used only for portable appliances.

Address Numbers must be clearly visible from the street.

Occupancy:

Rental Units may house 4 unrelated adults or 1 family.

Storage/Waste:

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

Vehicles/Driveway/Parking:

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

Please observe all No Parking signs. **Parking is not allowed on City streets after a snowfall of more than 2 inches until the streets have been plowed.** Do not put Snow into the street or onto neighboring properties.

Yard:

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

Noise:

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

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

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

Pets:

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

WHEN ISSUES ARISE

For an emergency, call 9-1-1

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

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.e.

Department Approval

Janice Gundlach

City Manager Approval

Sam J. Trueman

Item Description: Approve re-issuance of a Short-Term Rental License for 1277 Garden Avenue

Background

Chapter 909 of City Code requires the licensing of non-owner occupied short-term rentals of dwelling units, subject to certain exemptions. On August 14, 2023, an application for a renewal of a short-term rental license was submitted by the property owner (Attachment 1). The property is a four bedroom, single family home. The property owner has certified and attested to the requirement of lodging tax payment, as well as, the maximum occupancy of four or less unrelated adults or one family. There have been no confirmed nuisance or property maintenance violations during the previous licensing period. Short-term rental licenses include the requirement of minimum stays based on on-season (10 days) and off-season (7 days) times of the year.

Upon issuance, the license will be valid for 365 days from issue date. A current copy of the license must be posted in the rental unit, along with current copies of City Code Sections 405, 407 and 602. A draft of the license is provided as Attachment 2.

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

Policy Objectives

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

Racial Equity Impact Summary

Racial equity impacts have not been evaluated.

Budget Implications

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

Staff Recommendations

Staff recommends approval of the renewal of a Short-Term Rental License for 1277 Garden Avenue. Renewals are valid for one year.

Requested Council Action

By motion, approve the Short-Term Rental License renewal for 1277 Garden Avenue.

37

38

Prepared by: David Englund, Building Official

Attachments:

1. Attachment 1 (Short-Term Rental License Application)
2. Attachment 2 (Draft copy of license)

39

Menu Reports Help

File Date: 08/14/2023Application Status: In ReviewApplication Detail: DetailApplication Type: Short-Term Rental License RenewalAddress: 1277 Garden Ave W Roseville MN 55113

Custom Fields: UNIT DETAILS

Unit Type

Single-Family Home

Number of Bedrooms

4

CERTIFICATION AND ATTESTATION

Attestation to Occupancy Limits

✓

Attestation to Payment of Lodging Tax

✓

Contact Info:	Contact Type	Organization Name	Contact Primary Address	Status	Name
	License Holder	<u>Infinity Stays LLC</u>	<u>Mailing, 81 rice creek...</u>	Active	<u>Grvgorii Zaiets</u>
	Individual		<u>Mailing, 81 rice creek...</u>	Active	<u>Connie Zaiets</u>

Owner Name:

Owner Address:

DBA Name:

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

Workflow Status:	Task	Assigned To	Status	Status Date	Action By
	<u>License Issuance</u>	Jan Rosemeyer			

Initiated by Product: ACA

ATTACHMENT 2

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

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

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

License Number: STR23-XXX

Owner: GRYGORII ZAIETS

Phone: 651-XXX-XXXX

Email: INFINITYSTAYSLLC@GMAIL.COM

Address: 1277 Garden Ave

Expiration: 9/13/2024

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

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

In the Unit:

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

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

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

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

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

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

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

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

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

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

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

Extension Cords may be used only for portable appliances.

Address Numbers must be clearly visible from the street.

Occupancy:

Rental Units may house 4 unrelated adults or 1 family.

Storage/Waste:

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

Vehicles/Driveway/Parking:

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

Please observe all No Parking signs. **Parking is not allowed on City streets after a snowfall of more than 2 inches until the streets have been plowed.** Do not put Snow into the street or onto neighboring properties.

Yard:

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

Noise:

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

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

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

Pets:

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

WHEN ISSUES ARISE

For an emergency, call 9-1-1

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

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.f.

Department Approval



City Manager Approval



Item Description: Approve 2024 Insurance Benefit Renewals and City Cafeteria Contributions

Background

A cafeteria plan is a type of employee benefit plan offered pursuant to Section 125 of the Internal Revenue Code. The Internal Revenue Code sets forth the requirements and tax treatment of cafeteria plans. A cafeteria plan allows employees to choose between different types of benefits. Employees may choose benefits such as health insurance, group-term life insurance, voluntary "supplemental" insurance and flexible spending accounts through the plan.

The city of Roseville has a cafeteria benefits plan that meets the requirements of Section 125 of the Code. One of the main purposes of a cafeteria plan are the tax savings advantages for both the employer and the employee. Employees' pretax contributions are not subject to federal, state or social security taxes. As an employer, the City saves on the employer portion of FICA, FUTA and worker's compensation insurance premiums.

In 2022, the city solicited Request for Proposals for medical insurance for 2023. The contract was awarded to Medica at the September 6, 2023 council meeting. This new contract set the renewal rates for 2023 below what the city had been paying in 2022 and offered a rate cap of 12% for calendar year 2024. Although the city is self-insured, we are part of the Minnesota Healthcare Consortium (MHC) pool. The median renewal rate for large group employers in the pool is 16.4%. The city received an average of 5% for its renewal rates for plan year 2024.

City Cafeteria Contributions

Historically, as other municipalities have done, the city has paid 100% of the premium for medical insurance for a single plan. This does not mean that a single employee has free coverage. Employees are still responsible for fulfilling their deductible as well as their out-of-pocket costs. Since 2010, the city has utilized a benefits contribution incentive that has worked well and provides the full cafeteria dollar amount only to those benefit-eligible employees who participate in a confidential health risk assessment, a preventative care physical and blood pressure check. If an employee does not participate in these wellness items, they receive \$40 less per month in their cafeteria amount.

Staff have worked with the city's employee benefits committee, which has representatives from various departments. This committee has reviewed and recommends the following cafeteria contribution rates for 2024 for full-time employees. It should be noted that these cafeteria contribution amounts are still below the contribution amounts the city contributed in 2022.

2024 Cafeteria Contribution Rates * *with wellness incentive*

	2023 Cafeteria Contribution	2024 Cafeteria Contribution
Opt Out	\$510	\$510
<u>\$2000 Deductible</u>		
Single	\$806.66	\$846.99
Single +1	\$1,006.69	\$1,057.02
Family	\$1,354.46	\$1,422.18
<u>\$3200 Deductible</u>		
Single	\$840.61	\$882.64
Single+1	\$1,065.08	\$1,118.33
Family	\$1,367.65	\$1,436.03

Basic & Voluntary Life, AD&D and Long Term Disability Insurance

There are no changes to our ancillary insurance premiums for 2024.

Dental Insurance

The city is self-insured for dental insurance. The dental claims paid were running in-line with premiums. Thus, there will be no increase in premium costs for staff in 2024.

Policy Objectives

To offer and maintain market comparable and equitable benefits internally and externally that solidify retention and attract exceptional employees.

Racial Equity Impact Summary

No racial equity impacts have been identified at this point.

Budget Implications

The proposed cafeteria plan budget for 2023 as presented above is within the 5% budget increase that has been included in the 2024 City Manager recommended budget.

Staff Recommendations

Approve the 2024 city employer cafeteria contributions as described in this report.

Requested Council Action

Approve the 2024 city employer cafeteria contributions as described in this report.

Prepared by: Rebecca Olson, Assistant City Manager

Attachments: None

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.g.

Department Approval

Janice Gundlach

City Manager Approval

Sam J. Trueman

Item Description: Adopt a resolution providing final approval of the Villas of Reservoir Woods Major Plat, and authorize execution of the Villas of Reservoir Woods development agreement

Background

Preliminary Plat Approval

On July 24, 2023, the City Council adopted Resolution No. 12009 approving the Villas of Reservoir Woods preliminary plat with the condition that the applicant shall submit payment of the \$8,500 park dedication fee before the City will release the signed mylars for recording at Ramsey County. A copy of Resolution No. 12009 is included with this RCA as Attachment 2.

Final Plat

The proposed final plat, which is identical to the approved preliminary plat, is included with this RCA as Attachment 3.

Development Agreement

As part of the Villas of Reservoir Woods redevelopment, located at 711 Shryer, the Developer, CARA BUILDERS, LLC, has worked with the City to develop a project agreement (Attachment 4) required for the construction of public storm sewer needed to serve the development and meet the watershed's requirements.

All work would be done through the developer's contractor. All costs for the improvements will be paid by the developer. The estimated cost of construction of the public infrastructure is \$19,505. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$29,257, in the event the developer fails to perform. The City will observe the construction and the developer will pay the City \$780 for the corresponding staff time. The new storm sewer will be owned and maintained by the City indefinitely and will reside within existing right-of-way.

The public improvements are planned to be completed by July 31, 2024.

Policy Objectives

The request relates to the following policy objectives:

- Establish public-private partnerships to ensure life-cycle housing throughout that City attracts and retains a diverse mix of people, family types, economic statuses, ages, and so on.
- Approve final plat applications that are substantially the same as the approved preliminary plat.
- Keep City-owned infrastructure in good operating condition and keep systems operating in a safe condition.

Racial Equity Impact Summary

A land use request like this is considered routine in nature as it meets all requirements of the Comprehensive Plan and Zoning Code. As such, specific impacts to racial equity have not been considered.

Budget Implications

The request has the following budget implications:

- The estimated cost of the public improvements, based on preliminary figures provided by the developer's contractor, is approximately \$19,505. The developer will provide a construction security in the amount of 150% of the estimated cost of construction, \$29,257.
- The agreement, as presented, has the developer paying for all the costs of the improvement including: design, inspection, construction and City staff time related to the improvement. The developer will pay the City \$780 to cover staff time overseeing the project.
- Any attorney or consulting fees incurred by the City for this agreement, or the work covered in it, will be paid by the developer.
- There are no costs to the City for the Development Agreement.
- Receipt of \$8,500 park dedication in lieu of a dedication of park land.

Staff Recommendations

- A. Adopt a resolution approving the Villas of Reservoir Woods final plat, subject to the resolution of the utility easement and based on the contents of this RCA, public input, and City Council deliberation, with the following conditions:
 1. The applicant shall create a homeowners association for maintenance of the private storm water BMP, and shall enter into a development agreement pertaining to the public storm sewer improvements.
 2. The applicant shall submit payment of the \$8,500 park dedication fee before the City will release the signed mylars for recording at Ramsey County.
- B. Pass a motion to authorize staff to execute the Villas of Reservoir Woods Development Agreement.

Requested Council Action

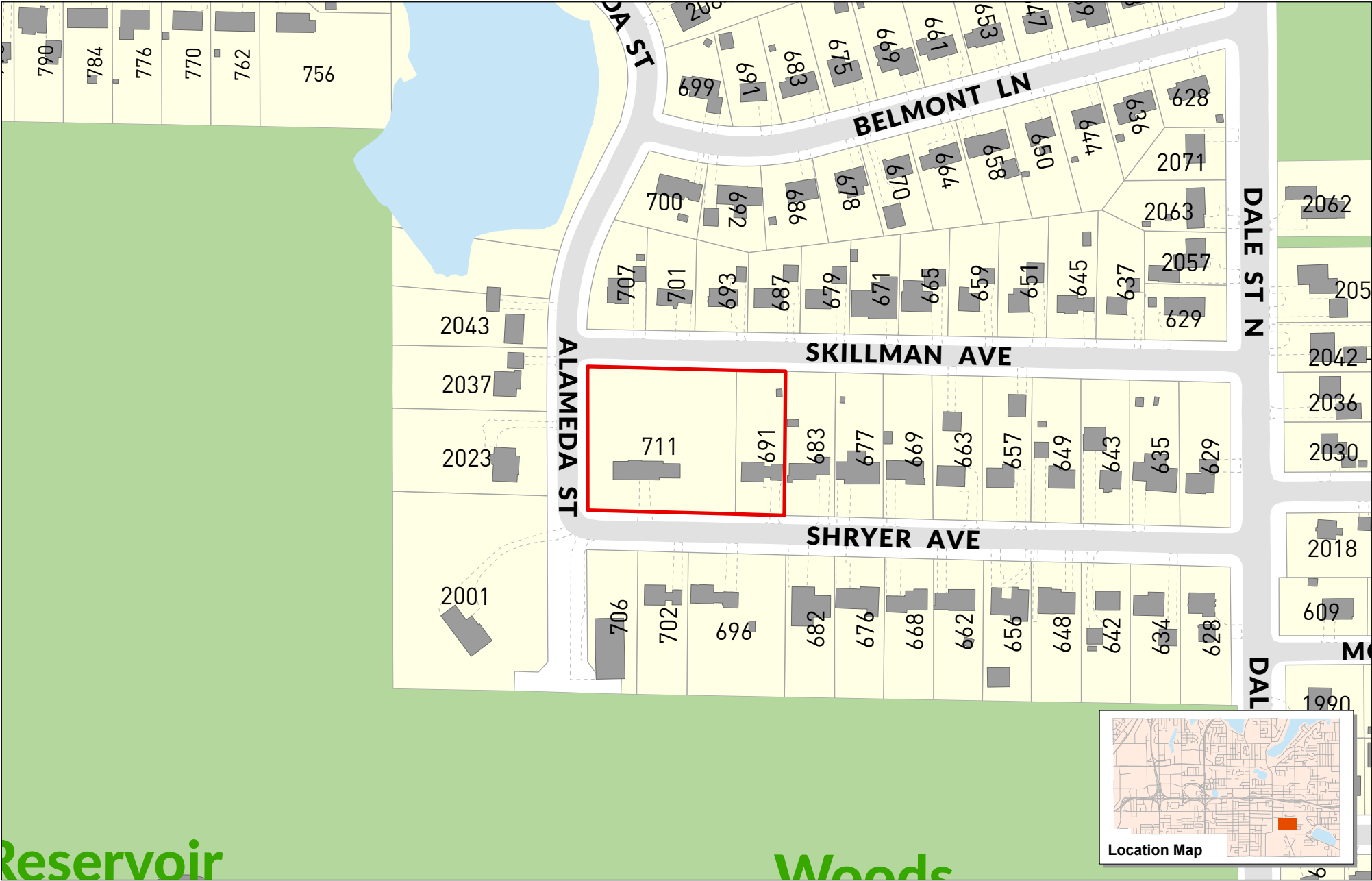
- A. Adopt a resolution approving the Villas of Reservoir Woods final plat, subject to the resolution of the utility easement and based on the contents of this RCA, public input, and City Council deliberation, with the condition that the applicant shall submit payment of the \$8,500 park dedication fee before the City will release the signed mylars for recording at Ramsey County.
 1. The applicant shall create a homeowners association for maintenance of the private storm water BMP, and shall enter into a development agreement pertaining to the public storm sewer improvements.
 2. The applicant shall submit payment of the \$8,500 park dedication fee before the City will release the signed mylars for recording at Ramsey County.
- B. Pass a motion to authorize staff to execute the Villas of Reservoir Woods Development Agreement.

Prepared by: Senior Planner, Bryan Lloyd

Attachments:

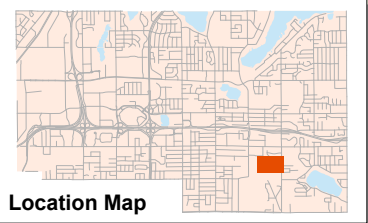
1. Area Map
2. Resolution 12009
3. Final Plat
4. Development Agreement
5. Draft Resolution

Attachment 1: Planning File 23-001



Reservoir

Woods



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



Site Location

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

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

0 50 100 150 Feet



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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 24th day of July 2023 at 6:00 p.m.

The following Council Members were present: Strahan, Etten, Groff, and Mayor Roe; and Schroeder was absent.

Council Member Groff introduced the following resolution and moved its adoption:

RESOLUTION NO. 12009

**A RESOLUTION APPROVING THE PROPOSED VILLAS OF RESERVOIR WOODS
PRELIMINARY PLAT (PF23-002)**

WHEREAS, Cara Builders, LLC, and Integritas Properties, LLC, have jointly submitted a valid application for approval of the proposed Villas of Reservoir Woods preliminary plat of the property addressed as 691-711 Shryer Avenue; and

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

WHEREAS, the Roseville Planning Commission held the duly noticed public hearing for this application on June 7, 2023, and having closed said public hearing, voted 6-0 to recommend approval of the proposed preliminary plat with certain conditions based on the public record and the Planning Commission's deliberation with certain conditions; and

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to approve the proposed Villas of Reservoir Woods preliminary plat, based on the public record and City Council deliberation, with the condition that, pursuant to the memo from Parks and Recreation Department staff, the applicant shall submit payment of the \$8,500 park dedication fee before the City will release the signed mylars for recording at Ramsey County.

The motion for the adoption of the foregoing resolution was duly seconded by Member Strahan, and upon a vote being taken thereon, the following voted in favor thereof: Strahan, Etten, Groff, and Mayor Roe;

and the following voted against the same: None.

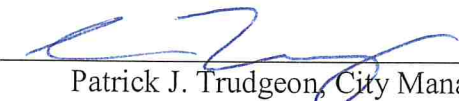
WHEREUPON said resolution was declared duly passed and adopted.

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 24th day of, July, 2023 with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 24th day of July, 2023

SEAL



Patrick J. Trudgeon, City Manager

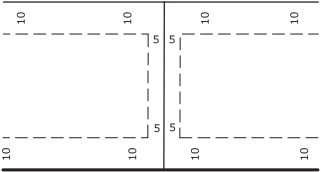
- DENOTES 1/2 INCH BY 18 INCH IRON PIPE MONUMENT MARKED RLS 41578 TO BE SET WITHIN ONE YEAR OF THE RECORDING OF THIS PLAT.
 - DENOTES FOUND IRON MONUMENT AS LABELED.
- (PLAT: XXX.XX) DENOTES DISTANCE AS SHOWN ON THE PLAT OF HOFFMAN'S GARDEN TRACTS

FOR THE PURPOSES OF THIS PLAT, THE NORTH LINE OF HOFFMAN'S GARDEN TRACTS IS ASSUMED TO BEAR SOUTH 89 DEGREES 10 MINUTES 48 SECONDS EAST.

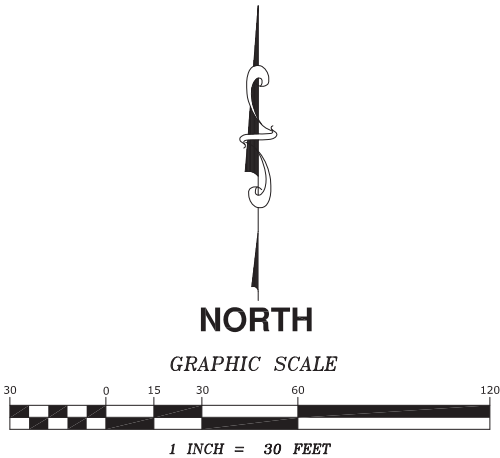
ANY REQUIRED MONUMENTATION LOCATION ON THIS PLAT WITH NO MONUMENT SYMBOL SHOWN, INDICATES WHERE A 1/2 INCH BY 18 INCH IRON PIPE WITH A CAP MARKED BY LICENSE NO. 41578 OR PK NAIL WITH METAL DISK, MARKED "RLS 41578" WILL BE SET, AND WHICH SHALL BE IN PLACE WITHIN ONE YEAR AFTER THE RECORDING OF THIS PLAT.

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

(SCALE: 1 INCH = 30 FEET)



BEING 5 FEET IN WIDTH AND ADJOINING SIDE LOT LINES, AND BEING 10 FEET IN WIDTH AND ADJOINING REAR LOT LINES AND PUBLIC WAYS UNLESS OTHERWISE SHOWN ON THIS PLAT.



HOFFMAN'S GARDEN TRACTS

ALAMEDA STREET

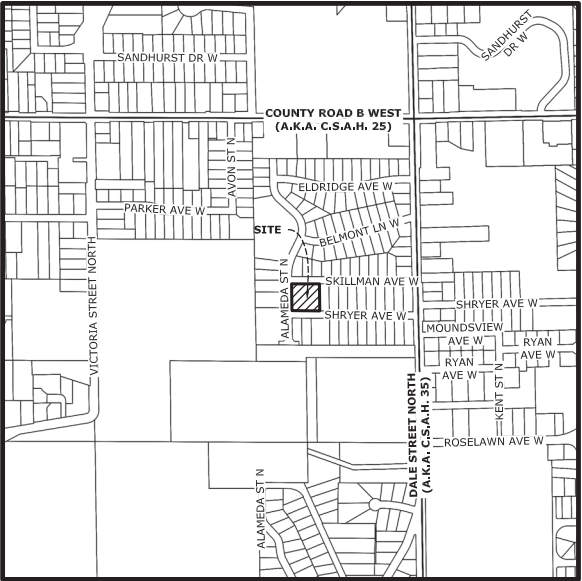
1 INCH IRON PIPE



TRACTS

VICINITY MAP

PART OF SEC. 14, TWP. 29, RNG. 23



RAMSEY COUNTY, MINNESOTA
(NO SCALE)

STATE OF MINNESOTA
COUNTY OF _____
The foregoing Surveyor's Certificate was acknowledged before me this ____ day of _____, 20____, by Jason E. Rud, a Licensed Land Surveyor.

Notary Public, _____ County, Minnesota
My Commission Expires _____

CITY OF ROSEVILLE
We do hereby certify that on the ____ day of _____, 20____, the City Council of the City of Roseville, Minnesota, approved this plat.

_____, Mayor _____, City Manager

PROPERTY TAX, RECORDS AND ELECTION SERVICES DEPARTMENT
Pursuant to Minnesota Statutes, Section 505.021, Subd. 9, taxes payable in the year ____ on the land hereinbefore described have been paid. Also, pursuant to Minnesota Statutes, Section 272.12, there are no delinquent taxes and transfer entered this ____ day of _____, 20____.

Christopher A. Samuel, Ramsey County Auditor/Treasurer

By _____, Deputy

COUNTY SURVEYOR
Pursuant to Minnesota Statutes, Section 383A.42, this plat is approved this ____ day of _____, 20____.

Daniel D. Baar, L.S.
Ramsey County Surveyor

COUNTY RECORDER
COUNTY OF RAMSEY, STATE OF MINNESOTA
I hereby certify that this plat of VILLAS OF RESERVOIR WOODS was filed in the office of the County Recorder for public record on this ____ day of _____, 20____, at ____ o'clock ____ M., and was duly filed in Book ____ of Plats, Page ____ as Document
Number _____

Deputy County Recorder

KNOW ALL MEN BY THESE PRESENTS: That Integritas Properties LLC, a Minnesota Limited Liability company, fee owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

Lot 10, Block 1, HOFFMAN'S GARDEN TRACTS, Ramsey County, Minnesota.

And that Cara Builders, LLC, a Minnesota Limited Liability company, fee owner of the following described property situated in the City of Roseville, County of Ramsey, State of Minnesota:

Lots 11, 12, and 13, Block 1, HOFFMAN'S GARDEN TRACTS, Ramsey County, Minnesota.

Have caused the same to be surveyed and platted as VILLAS OF RESERVOIR WOODS and do hereby dedicate to the public for public use forever the drainage and utility easements as shown on this plat.

In witness whereof said Integritas Properties LLC, a Minnesota Limited Liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

SIGNED: Integritas Properties LLC

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of Integritas Properties LLC, a Minnesota Limited Liability company, on behalf of the Limited Liability company.

Notary Public, _____ County, Minnesota
My Commission Expires _____

In witness whereof said Cara Builders, LLC, a Minnesota Limited Liability company, has caused these presents to be signed by its proper officer this ____ day of _____, 20____.

SIGNED: Cara Builders, LLC

Sean C. Keatts, Chief Manager

STATE OF MINNESOTA
COUNTY OF _____

The foregoing Instrument was acknowledged before me this ____ day of _____, 20____, by Sean C. Keatts, as Chief Manager of Cara Builders, LLC, a Minnesota Limited Liability company, on behalf of the Limited Liability company.

Notary Public, _____ County, Minnesota
My Commission Expires _____

I, Jason E. Rud, Licensed Land Surveyor, do hereby certify that I have surveyed or directly supervised the survey of the property described on this plat; prepared this plat or directly supervised the preparation of this plat; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been correctly set or will be correctly set within one year of recording this plat; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of the surveyor's certification are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this ____ day of _____, 20____.

Jason E. Rud, Land Surveyor
Minnesota License No. 41578



**CITY OF ROSEVILLE
DEVELOPMENT AGREEMENT
The Villas of Reservoir Woods (691 & 711 Shryer Avenue)**

THIS DEVELOPMENT AGREEMENT (“Agreement”) is made this 11th day of September 2023, by and between the City of Roseville, a municipal corporation under the laws of the State of Minnesota (the “City”) and CARA BUILDERS, a limited liability company under the laws of the State of Minnesota (the “Developer”) (Together the “Parties”).

RECITALS

- A. Developer is the fee owner of real property (the “Property”) in the City of Roseville and has asked the City to approve a plat of land to be known as The Villas of Reservoir Woods (the “Plat”) legally described as follows:

Lots 1 through 6, Block 1, VILLAS OF RESERVOIR WOODS, Ramsey County, Minnesota
- B. Developer intends to construct five one-family, detached residential on the Property (the “Development”), in addition to an existing one-family. Public improvements include a storm sewer manhole on Skillman Avenue (Exhibit B) and new storm sewer on Alameda Street (Exhibit C).
- C. The City Council took the following actions related to the Development (together the “City Approvals”):
 - a. Approval of Preliminary Plat on July 24, 2023
 - b. Approval of Final Plat on September 11, 2023
- D. The City and the Developer now desire to enter into this Development Agreement (“Agreement”) setting forth certain requirements and obligations relating to the development of the Property, including but not limited to the execution and recording of certain instruments, and payment of fees and other obligations related to the Property.
- E. The Developer shall install or cause to be installed and pay for the following (the “Improvements”) as reflected in the Site Plan, Final Plat and all plans related to the Project that have been approved by the City (the “Approved Plans”),
 - a. Storm water improvements
 - b. Site grading
 - c. Subdivision monuments
 - d. Other items as necessary to complete the development as stipulated herein or in other agreements.

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

**ARTICLE ONE
CONSTRUCTION OF IMPROVEMENTS**

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

- a) The Final Plat has been approved by the City Council and recorded with Ramsey County;
- b) 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;
- c) This Agreement has been executed by the Developer and the City and recorded with Ramsey County;
- d) The Developer has executed and recorded Stormwater Operations and Maintenance Plan, and Stormwater Operations and Maintenance Agreement;
- e) The Developer has received all required land use approvals and other permits from the City (the “City Approvals”);
- f) The Developer has received City approval of all Plans as defined in Section 1.02 herein;
- g) The Developer has received all required approvals from other governmental agencies including Minnesota Pollution Control Agency, Minnesota Department of Health Capitol Region Watershed District (the “Additional Approvals” together with the City Approvals, “All Required Approvals”);
- h) Developer has paid all outstanding fees to the City;
- i) 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;
- j) 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);
- k) Developer or Developer’s representative has initiated and attended a preconstruction meeting with the City Engineer and other City staff;

- l) The Developer represents to the City that the Plat complies with all City, County, Metropolitan, State and Federal laws and regulations including, but not limited to: subdivision ordinances, zoning ordinances and environmental regulations;
- m) The Developer has submitted to the City, \$8,500 for Parkland fees as described in Section 1.04;
- n) The Developer has submitted to the City, \$780 in Engineering Coordination fees for Construction Observation as described in Section 2.03; and
- o) The City has issued a Notice to Proceed and all conditions precedent have been satisfied.

1.02 Approved Plans. The Property shall be developed in accordance with the following plans, specifications and other documents and approved by the City Engineer (together the “Approved Plans”). With the exception of the Plat, these documents may be prepared after the parties have entered into this Agreement, provided however, no work shall be commenced on the Property until all of the documents have been submitted to and approved by the City. The Approved Plans shall not be attached to this Agreement, but shall be retained in the City files while the work to be done under this Agreement is being performed. If the Plans vary from the written terms of this Agreement, the written terms shall control. The Approved Plans are as follows:

- a) Plat
- b) Plans and Specifications for Villas of Reservoir Woods
 - a. Grading & Drainage Plan
 - b. Erosion & Sediment Control Plan
 - c. Removals & Replacement Plan
 - d. Restoration Plan
 - e. Utility Plan
 - f. Storm Sewer Re-route Plan
 - g. Details
 - h. SWPPP

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

- a) Public Street Restoration: The Developer is required to follow the MnDOT schedule for materials control for testing the work. Developer-contracted testing

shall be performed by a qualified third party. The City reserves the right to additional testing as necessary to ensure proper construction, at the Developer's expense. A test roll of the street subgrade shall be passed prior to acceptance of the subgrade work by the City. Curb cuts and street cuts shall be reconstructed to match existing street typical section. Utility trenches shall be restored by the Developer per City standard plate.

b) Storm Sewer. The Developer shall construct all storm sewer improvements, including stormwater best management practices (BMPs), determined to be necessary by the City to serve the Property, including the construction of inlets and outlets.

1. Public improvements include a storm sewer manhole on Skillman Avenue (**Exhibit B**) and new storm sewer on Alameda Street (**Exhibit C**).
2. All storm sewer shall be televised, at the Developer's expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on in a City-approved digital format.

1.04 Public Dedication and Ownership.

a) Parkland Fees/Dedication. The Developer acknowledges that the Project will increase the need for City parkland and other open space for current City residents and future residents of the Development. Developer agrees that the parkland fees paid in the amount of \$8,500 pursuant to this Agreement are reasonably related to and roughly proportionate with the need created by the Development.

b) Ownership of Improvements and Risk of Loss. Upon completion and City acceptance of the Public Improvements by the City Council, all Public Improvements lying within public rights-of-way and easements shall become City property without further notice or action. The Developer shall be responsible for the risk of loss of all Public Improvements constructed by the Developer until ownership thereof passes to the City. Any damage or destruction, in whole or in part, to any Public Improvement constructed by the Developer shall be repaired and/or replaced by the Developer until ownership of such Public Improvement passes to the City. Upon acceptance of the public improvement, the Developer shall warranty all work for a one-year period by providing a warranty bond.

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

1.06 Construction of Private Improvements. The development of the Project will consist of construction of certain Improvements on private property (the “Private Improvements”). All Private Improvements must be constructed in accordance with City details and specifications and the Approved Plans (as defined in Section 1.02). All labor and work will be done and performed in the best and most workerlike manner and in strict conformance with the Approved Plans. Any deviation from the Approved Plans must be preapproved in writing by the City Engineer.

- a) Private Sanitary Sewer. The Developer shall construct all sanitary sewer pipes determined to be necessary by the City to serve the Property, including individual lot services. All sanitary sewer shall be televised, at the Developer’s expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on a City-approved digital format.
- b) Private Watermain. The Developer shall construct all watermain improvements determined by the City to be necessary to serve the Property, including hydrants, valves and individual lot services. Any construction that would require shut-offs of existing watermain shall be coordinated with City Utilities staff.
- c) Private Storm Sewer. The Developer shall construct all storm sewer improvements, including stormwater best management practices (BMPs), determined to be necessary by the City to serve the Property, including the construction of inlets and outlets.
 - 1. Infiltration and filtration BMPs shall be protected from excess compaction and sediment during construction. Pre- and post-construction percolation testing is required. If these BMPs do not function as designed, the Developer shall reconstruct them as directed by the City Engineer.
 - 2. All storm sewer shall be televised, at the Developer’s expense, prior to the installation of the aggregate base, concrete curb and gutter, and bituminous. No roadway construction shall be commenced until the City has reviewed and approved the televising tapes. All televising media shall be submitted on in a City-approved digital format.
- d) 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 Plat, including future phases in multi-phase development, acceptable to the City showing the grades and drainage for each lot prior to installation of the improvements.

2. The Developer shall submit a certificate of survey (as-built survey) of the development to the City after site grading, with street and lot grades.
 3. All improvements to the lots and the final grading shall comply with the approved grading plan.
- e) Retaining Wall Plan: The Developer shall construct the retaining wall on the south side of the infiltration basin in accordance with the Approved Plans.

ARTICLE TWO CONSTRUCTION STANDARDS

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

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

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

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 \$780.

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

2.05 Completion of Public Improvements, Final Inspection, Acceptance.

a) Time of Completion. The Developer shall complete all required all Public Improvements no later than July 31, 2024. The Developer may, submit a written request for an extension of time to the City Engineer. If an extension is granted, it shall be conditioned upon updating the Construction Escrow posted by the Developer to reflect cost increases and the extended completion date.

b) Bituminous and Concrete Material Acceptance. The City shall not accept concrete 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.

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

2.08 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 paragraph.

2.11 Building Permits and Occupancy.

- a. In order to provide emergency vehicle access, a passable Class 5 road base must be extended to within 150 feet of any address seeking a building permit.
- b. No occupancy of any newly constructed building in the Development may occur until installation and approval of curb and gutter and bituminous base course; a hard surface driveway and parking; lot and appropriate ground cover, and a certificate of occupancy has been issued by the City Building Official. The Developer shall maintain reasonable access to any occupied building within the Development, 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.

2.12 Underground Utilities. The Developer shall contact the electric, telecommunications, gas and other private utility companies that are authorized to provide service to the Property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the Development. Any costs associated with the installation of underground utilities required by the utility companies shall be solely borne by the Developer or the utility company. The Developer shall arrange for the installation of underground electric, telecommunications, gas and other private utilities before the and pavement is installed. The Developer agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

2.13 Site Conditions.

a) Cleaning. The Developer shall clean dirt and debris from streets that has resulted from construction work by their respective contractors, subcontractors, agents or assigns. The City will inspect the Property not less than on a weekly basis to determine whether it is necessary to take additional measures to clean dirt and debris from the streets. After 24 hours verbal notice to the Developer, the City may complete or contract to complete the clean-up and may draw down on the Construction Escrow described in Article Four to pay such costs.

b) Parking and Storage of Materials. Adequate on-site parking for construction vehicles and employees must be provided or provisions must be made to have employees park off-site and be shuttled to the Project Area. No parking of construction vehicles or employee vehicles shall occur on city streets beyond the property limits on the north side of Shryer Avenue, the south side of Skillman Avenue, or the east side of Alameda Street. No fill, excavating material or construction materials shall be stored in the public right-of-way.

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

2.14 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.

2.15 Street Signs, Lighting, and Mailboxes. The Developer shall be financially responsible for the cost of the City to furnish and install street signage per the Approved Plans. If lighting is installed, all costs to install new street lights shall be solely at the cost of the Developer. Developer is required to supply and install cluster mailboxes as approved by the City and for which such placement must be approved by the USPS Postmaster.

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

- a) No construction activity may occur and no building permits will be issued unless the Property is in full compliance with the erosion control requirements.
- b) Measures shall be installed in compliance with MPCA NPDES permit requirements, if required.
- c) The City shall inspect the site periodically and determine whether it is necessary to take additional measures to address erosion.
- d) To remove dirt and debris from streets that has resulted from construction work by the Developer, its agents or assigns, the Developer shall sweep streets within the project area, and adjacent streets if tracking is observed, on a weekly basis or more frequently as directed by the City Engineer until the site is stabilized. The Developer must sweep roadways with a water-discharge broom apparatus. Kick-off brooms shall not be utilized for street sweeping.
- e) If the development on the Property does not comply with the erosion control plan or supplementary instructions received from the City, the City may, following giving the After 48-hours verbal notice to the Developer (or immediately in the case of an emergency), the City may complete or contract to complete the clean-up and may draw down on the Permit, Development or Construction Escrow described in Section 4.1 to pay such costs.

ARTICLE THREE EASEMENT; RIGHT OF ENTRY

3.02 To the City. The Developer grants to the City, its agents, representatives, employees, officers, and contractors, a right of entry to access all areas of the Property to perform any and all work and inspections necessary or deemed appropriate by the City or to take any corrective actions deemed necessary by the City. The right of entry conveyed by the Developer to the City shall

continue until the completion of the Improvements. The City will provide the Developer with reasonable notice prior to exercising its rights hereunder, except in the case of an emergency.

ARTICLE FOUR SECURITY, WARRANTY

4.01 Construction Security. Prior to commencement of construction of the Public Improvements, the Developer will furnish the City a list of all Public Improvements and an estimated cost of such Public Improvements, attached hereto as **Exhibit A**, for approval by the City Engineer. Based on those approved costs, Developer will furnish the Construction Security in the form of: cash to be held in escrow, an irrevocable Letter of Credit, or a bond approved by the City Attorney, the total amount of which must be equal to 150% of the estimated project costs for the Public Improvements, which amount is \$29,257.

- a) Renewal. In the event Developer posts a Bond or provides a Letter of Credit for the Security, the Bond or Letter of Credit must continue in full force and effect until the City has approved and accepted the Public Improvements. A Letter of Credit must automatically renew at the first of the year until the City releases the developer from responsibility.
- b) Failure to Complete. Upon failure of the Developer to timely perform work on the Public Improvements or to complete work on the Public Improvements within the time of completion referenced in 2.05.a, the City may declare the Developer to be in default as to the Public Improvements and draw an amount from the Construction Security necessary to complete the unfinished work and any City costs associated. Associated costs may include but are not limited to, any attorneys' fees, engineering fees or other technical or professional assistance, including the work of the City staff and employees. The Developer shall be liable to the City to the extent that the Construction Security is inadequate to reimburse the City its costs and pay for the completion of the work.
- c) Reduction of Construction Security. Upon the Developers written request, the City Engineer may reduce the amount of the Construction Security for completed Public Improvements provided the following conditions are met:
 - 1. The Developer's Engineer of record certifies that the Public Improvements have been constructed to City Standards and in accordance with the Plans.
 - 2. The Developer provides documentation that its contractors and all their subcontractors and suppliers have been paid in full for the work completed and materials supplied.
 - 3. The City Engineer determines that such Public Improvements have been fully completed in accordance with the Plans, specifications and provisions of this Agreement.

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

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

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

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

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

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

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

4.02. Escrow for Costs. Prior to entering into this Agreement, the Developer has deposited a cash escrow in the amount of \$2,000, to pay Administrative Costs. "Administrative Costs" are defined as out-of-pocket costs incurred by the City, together with staff, legal, engineering, and all other consultant costs of the City, all attributable to or incurred in connection with the Development, 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 six 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) years after its completion and acceptance by the City. The Developer shall repair or replace as directed by the City and at the Developer's sole cost and expense: (i) any and all faulty work, (ii) any and all poor quality and/or defective materials, and (iii) any and all trees, plantings, grass and/or sod which are dead, are not of good quality and/or are diseased, as determined in the sole but reasonable opinion of the City or its Engineer, provided the City or its Engineer gives notice of such defect to Developer with respect to such items on or before 60 days following the expiration of the one year warranty period. In order to guarantee that such corrections will be made, the Developer shall post maintenance bonds in the cost estimate for improvements in Exhibit A or cash to the City to secure the warranties described herein, which bonds or other security shall be in addition to the escrows described herein.

ARTICLE FIVE OTHER REQUIREMENTS

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

5.02. Insurance. The Developer must keep all insurance coverage in force at all times that construction on the development is in progress. The insurance must name the City as an additional insured. The Developer shall, respectively, furnish certificate of insurance acceptable to the City, covering any public liability or property damage by reason of the operation of their equipment, laborers, and hazard caused by the Improvements, and include at least the following:

- a) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, competed operations and contractual liability insurance) together with any Agreement or Policy with limits against bodily injury,

including death, and property damage (to include, but not be limited to damages caused by erosion or flooding) which may arise out of Developer' s work or the work of any of their contractors. The exclusion for underground collapse shall be removed.

b) Limits for bodily injury or death shall not be less than \$1,000,000.00 for one person and \$1,500,000.00 for each occurrence; limits for property damage shall not be less than \$2,000,000.00 for each occurrence.

c) Worker' s compensation insurance, with statutory coverage, if applicable.

d) Developer shall file a Certificate of Insurance with the City Engineer prior to commencing site grading. Developer shall be responsible for insuring that the Certificate bear the following wording:

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

5.04 Real Estate Taxes. Prior to the release of the Plat for recording, the Developer shall pay all real estate taxes associated with the Property and owed for the year in which the Plat is recorded, and the Developer shall provide proof to the City of such payment. If the Developer is required to convey any property to the City after July 1 of any calendar year, it shall be solely responsible for all real estate taxes owed on said property through the following calendar year.

ARTICLE SIX DEFAULT AND REMEDIES

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

6.02 Complete Improvements-Right of Entry. In addition to the City's other remedies under this Agreement, if the Developer's breach involves failure to complete the Improvements, the City is hereby authorized, at its option, to enter on portions of the Property covered by the Final Plat

and this Agreement, to complete the installation of any or all of the Improvements to which the default relates.

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

6.05 Attorney Fees. The Developer will pay the City's costs and expenses, including attorneys' fees, incurred in connection with the Development and in connection with any lawsuit or action that is brought by or against the City relating to the Development, 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, Minnesota contemporaneously with recording the Final Plat. The provisions of this Agreement shall run with the land and be binding upon Developer and its successors in interest and assigns. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

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

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

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

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

DEVELOPER: CARA BUILDERS, LLC
1457 18th Ave NW
New Brighton, MN 55112
Attn: Sean Keatts

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: _____
Danie J. Roe, Mayor

By: _____
Patrick Trudgeon, City Manager

STATE OF MINNESOTA)
) ss.
COUNTY OF RAMSEY)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__
by Daniel J. Roe and by Patrick Trudgeon, the Mayor and City Manager, respectively, of the City
of Roseville, a Minnesota municipal corporation, on behalf of the City.

Notary Public

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

DEVELOPER

By: _____
Its: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 202__
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**Estimated Cost of Improvements****THE VILLAS OF RESERVOIR WOODS****ROSEVILLE, MINNESOTA****ENGINEER'S ESTIMATE FOR PUBLIC IMPROVEMENTS IN ALAMEDA****DATE: AUGUST 15, 2023**

ITEM	CONTRACT ITEM	EST			
NO.	TO FURNISH AND INSTALL	QTY	UNIT	UNIT PRICE	AMOUNT
	STORM SEWER & STREET				
101	MH #5	1	EA.	\$4,500.00	\$4,500.00
102	MH #4	1	EA.	\$4,000.00	\$4,000.00
103	MH #1	1	EA.	\$4,000.00	\$4,000.00
104	15" RCP	36	L.F.	\$55.00	\$1,980.00
105	15" RC APRON W/ TRASH GUARD	1	EA.	\$2,500.00	\$2,500.00
106	RIP-RAP W/ GEOTEXTILE FILTER FABRIC	6	C.Y.	\$135.00	\$810.00
107	STREET RESTORATION	27	S.Y.	\$50.00	\$1,350.00
108	CURB AND GUTTER	1	L.F.	\$25.00	\$25.00
109	SAWCUT	68	L.F.	\$5.00	\$340.00
	TOTAL				\$19,505.00

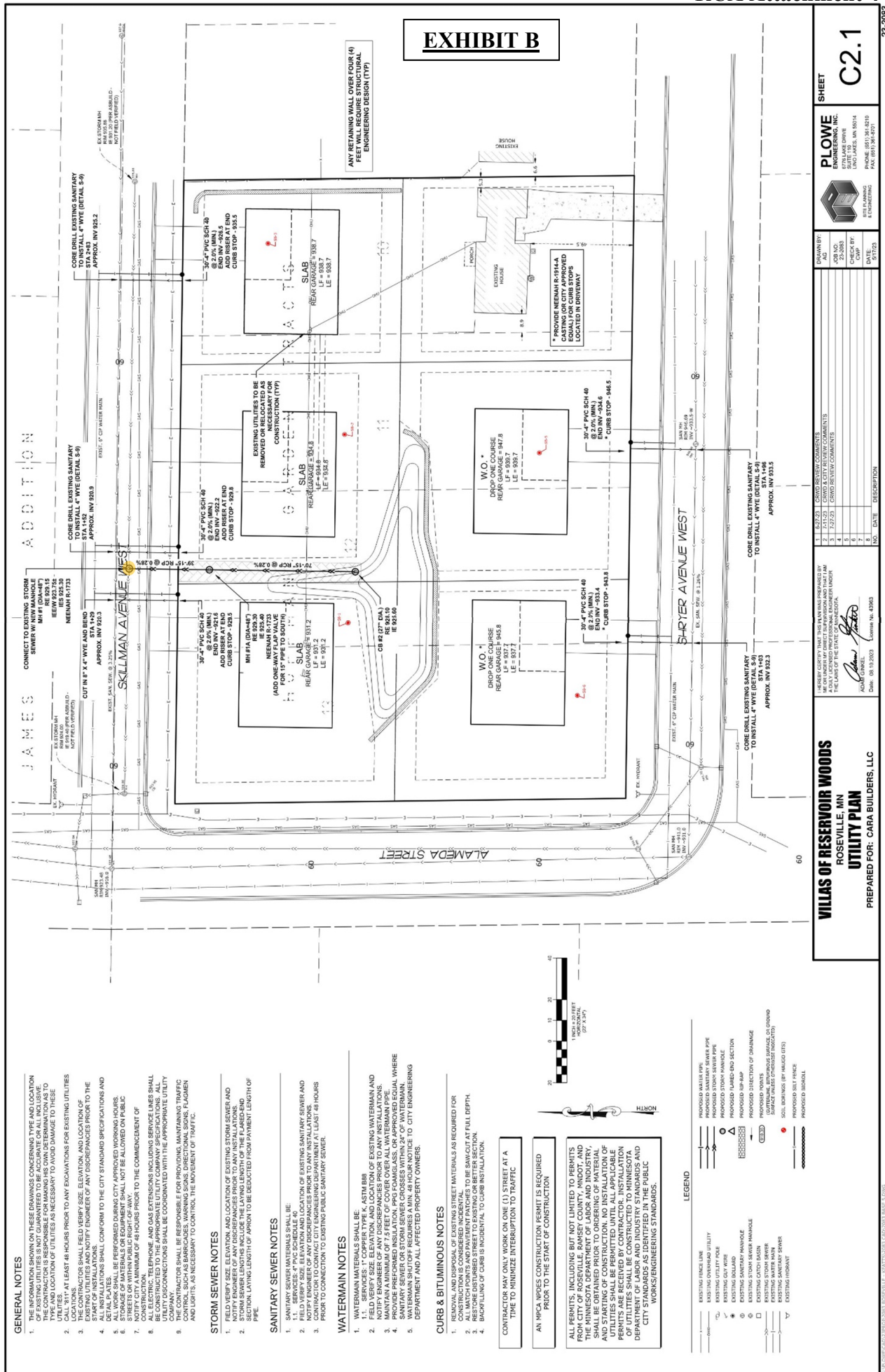


EXHIBIT B

C2.1

PLOWE
ENGINEERING
1001 LEXINGTON AVENUE, SUITE 1000
NEW YORK, NY 10017
PHONE: (212) 361-4710
FAX: (212) 361-4711

PROJECT
VILLAS OF RESERVOIR WOODS
ROSEVILLE, MN
UTILITY PLAN
PREPARED FOR: CARA BUILDERS, LLC

DATE
08/11/2023
DESIGNER
J. J. JONES
CHECKED BY
J. J. JONES
IN CHARGE
J. J. JONES

PROJECT NO.
23-0083

PROJECT LOCATION
VILLAS OF RESERVOIR WOODS
ROSEVILLE, MN

PROJECT DESCRIPTION
UTILITY PLAN
PREPARED FOR: CARA BUILDERS, LLC

PROJECT OWNER
CARA BUILDERS, LLC

PROJECT ADDRESS
VILLAS OF RESERVOIR WOODS
ROSEVILLE, MN

PROJECT CONTACT
J. J. JONES
J. J. JONES

PROJECT PHONE
(212) 361-4710

PROJECT FAX
(212) 361-4711

PROJECT EMAIL
j.jones@plowe.com

PROJECT WEBSITE
www.plowe.com

PROJECT SOCIAL MEDIA
Facebook: Plowe Engineering
Twitter: PloweEng
LinkedIn: Plowe Engineering

PROJECT ADDRESS
VILLAS OF RESERVOIR WOODS
ROSEVILLE, MN

PROJECT CONTACT
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GENERAL NOTES

1. THE INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF UTILITIES IS BASED ON RECORD DRAWINGS AND FIELD SURVEY. THE CONTRACTOR IS RESPONSIBLE FOR MAKING HIS OWN DETERMINATION AS TO THE TYPE AND LOCATION OF UTILITIES PRIOR TO ANY EXCAVATIONS FOR EXISTING UTILITIES. CALL "811" AT LEAST 48 HOURS PRIOR TO ANY EXCAVATIONS FOR EXISTING UTILITIES.
2. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
3. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
4. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
5. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
6. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
7. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
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9. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
10. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.

STORM SEWER NOTES

1. FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
2. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
4. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
5. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING STORM SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

SANITARY SEWER NOTES

1. SANITARY SEWER MATERIALS SHALL BE: ASTM A131.
2. FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
4. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
5. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING SANITARY SEWER AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

WATERMAIN NOTES

1. WATERMAIN MATERIALS SHALL BE: ASTM A131.
2. FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING WATERMAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
3. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING WATERMAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
4. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING WATERMAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.
5. THE CONTRACTOR SHALL FIELD VERIFY SIZE, ELEVATION, AND LOCATION OF EXISTING WATERMAIN AND NOTIFY ENGINEER OF ANY DISCREPANCIES PRIOR TO ANY INSTALLATIONS.

CURB & BITUMINOUS NOTES

1. REMOVAL AND DISPOSAL OF EXISTING STREET MATERIALS AS REQUIRED FOR CONSTRUCTION IS CONSIDERED INCIDENTAL.
2. ALL MATCH POINTS AND PAVEMENT PATCHES TO BE SAW CUT AT FULL DEPTH.
3. BACKFILLING OF CURB IS INCIDENTAL TO CURB INSTALLATION.
4. CONTRACTOR MAY ONLY WORK ON ONE (1) STREET AT A TIME TO MINIMIZE INTERRUPTION TO TRAFFIC.
5. AN NPCA NPDES CONSTRUCTION PERMIT IS REQUIRED PRIOR TO THE START OF CONSTRUCTION.

ALL PERMITS, INCLUDING BUT NOT LIMITED TO PERMITS FROM CITY OF ROSEVILLE, RAMSEY COUNTY, MNDOT, AND STATE OF MINNESOTA, SHALL BE OBTAINED PRIOR TO ORDERING OF MATERIAL, AND STARTING OF CONSTRUCTION. NO INSTALLATION OF UTILITIES SHALL BE PERMITTED UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. UTILITIES SHALL BE CONSTRUCTED TO MINNESOTA CITY STANDARDS AND INDUSTRY STANDARDS AND CITY STANDARDS AS APPLICABLE TO THE PUBLIC WORKS/ENGINEERING STANDARDS.

LEGEND

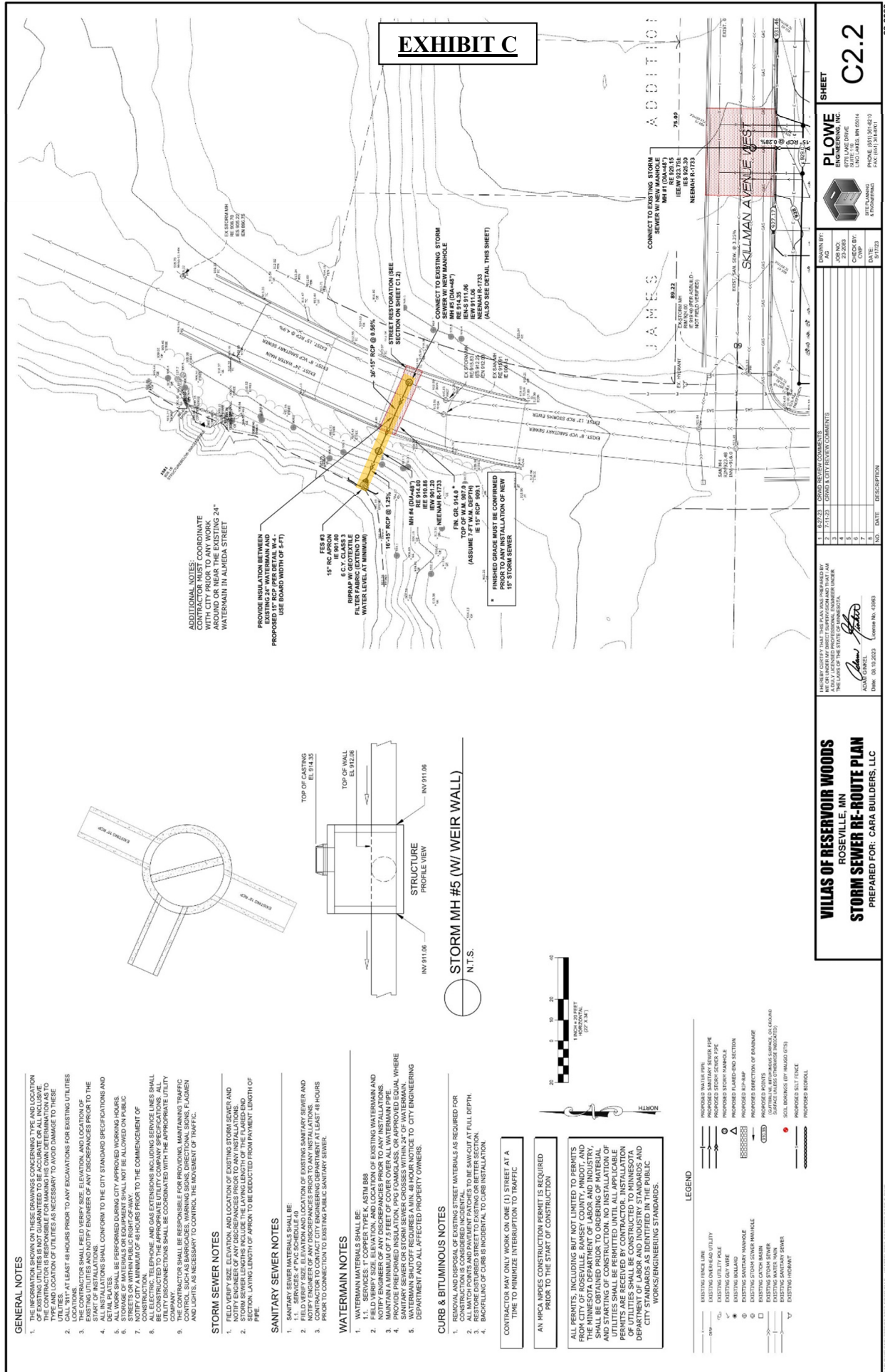
- EXISTING UTILITY LINE
- EXISTING OVERHEAD UTILITY
- EXISTING UTILITY POLE
- EXISTING SANITARY SEWER
- EXISTING SANITARY MANHOLE
- EXISTING STORM SEWER
- EXISTING STORM MANHOLE
- EXISTING CATCH BASIN
- EXISTING WATER MAIN
- EXISTING WATER MAIN
- EXISTING TRENCH
- PROPOSED UTILITY LINE
- PROPOSED SANITARY SEWER
- PROPOSED SANITARY MANHOLE
- PROPOSED STORM SEWER
- PROPOSED STORM MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED WATER MAIN
- PROPOSED WATER MAIN
- PROPOSED TRENCH

SCALE

1" = 20'-0" (20:1)

NOTES

ALL PERMITS, INCLUDING BUT NOT LIMITED TO PERMITS FROM CITY OF ROSEVILLE, RAMSEY COUNTY, MNDOT, AND STATE OF MINNESOTA, SHALL BE OBTAINED PRIOR TO ORDERING OF MATERIAL, AND STARTING OF CONSTRUCTION. NO INSTALLATION OF UTILITIES SHALL BE PERMITTED UNTIL ALL APPLICABLE PERMITS HAVE BEEN OBTAINED. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS. UTILITIES SHALL BE CONSTRUCTED TO MINNESOTA CITY STANDARDS AND INDUSTRY STANDARDS AND CITY STANDARDS AS APPLICABLE TO THE PUBLIC WORKS/ENGINEERING STANDARDS.



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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Roseville, County of Ramsey, Minnesota, was held on the 11th day of September 2023 at 6:00 p.m.

The following Council Members were present: _____;
and _____ were absent.

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION NO. ____
**A RESOLUTION APPROVING THE PROPOSED VILLAS OF RESERVOIR WOODS FINAL
PLAT (PF23-001)**

WHEREAS, the Roseville City Council adopted Resolution No. 12009 approving the proposed Villas of Reservoir Woods preliminary plat on July 24, 2023, based on the public record and City Council deliberation; and

WHEREAS the proposed final plat is substantially the same as the approved preliminary plat;

NOW THEREFORE BE IT RESOLVED, by the Roseville City Council, to approve the proposed Villas of Reservoir Woods final plat, subject to the resolution of the utility easement and based on the public record and City Council deliberation, with the following conditions:

1. The applicant shall create a homeowners association for maintenance of the private storm water BMP, and shall enter into a development agreement pertaining to the public storm sewer improvements.
2. The applicant shall submit payment of the \$8,500 park dedication fee before the City will release the signed mylars for recording at Ramsey County.

WHEREUPON said resolution was declared duly passed and adopted.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.h.

Department Approval



City Manager Approval



Item Description: Approve a 3-Year Audit Services Agreement with Redpath and Company, LLC

Background

State Statute requires all municipalities to obtain an independent annual financial audit. The current audit services contract expired at the conclusion of the most recent audit. In accordance with the City's Professional Services Policy, City Staff prepared and issued a request for proposal (RFP) to qualified firms in the metro area. We received five responses (BerganKDV, Clifton Larson Allen, EideBailey, Redpath and Company, and WIPFLI). Each of these responses was evaluated by the Finance Director, Assistant Finance Director, and City Manager based on the following criteria:

1. Overall price
2. Experience in the Government Finance Officers Association 'Excellence in Financial Reporting' award program
3. Expected number of days to complete audit fieldwork
4. Experience and strength of the assigned audit team

The results of the scoring are shown in Attachment 1.

Overall price quotes for the cumulative 3-year period ranged from \$153,245 to \$198,915. At the conclusion of the RFP review and interview process, staff felt that Redpath and Company, LLC would continue to provide the proper auditing knowledge and expertise that the City of Roseville would require and that their RFP response did the best job of addressing all of the City's requirements within the RFP. The city staff recommends that the City hire Redpath and Company as the City Auditor for the Fiscal Year 2023-2025.

Policy Objectives

A 3-year term for Audit Services is consistent with the City's Professional Services Policy.

Racial Equity Impact Summary

Not applicable.

Budget Implications

33 The 3-year audit services agreement with Redpath and Company calls for a fee of \$52,000 in 2023,
34 \$54,600 for 2024, and \$57,300 for 2025. The 2024 Preliminary Budget can accommodate the proposed
35 fee.

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38 **Staff Recommendations**

39 Staff recommends the Council authorize City Staff to approve a new 3-year agreement with the CPA firm
40 of Redpath and Company, LLC as submitted and detailed above.

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43 **Requested Council Action**

44 Motion to authorize City Staff to approve a 3-year agreement for audit services with Redpath and
45 Company, LLC.

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Prepared by: Joshua Kent - Assistant Finance Director

- Attachments:**
- 1. Attachment 1 - Summary of Qualified Audit Bids 2023-2025
 - 2. Attachment 2 - City of Roseville - Engagement Letter
 - 3. Attachment 3 - PSA_2023 - Redpath and Company LLC

49

City of RosevilleSummary of Qualified Audit Bids
2023-2025

	<u>BerganKDV</u>	Clifton Larson <u>Allen</u>	<u>EideBailly</u>	Redpath & <u>Company</u>	<u>WIPFLI</u>
3-Year Bid Price	\$ 153,245	\$ 194,672	\$ 198,915	\$ 163,900	\$ 167,590
+ / - From Current	-7%	18%	20%	-1%	1%
Awarded Points (a)	5	3	3	5	5
# of MN CAFR Award Cities	22	4	2	15	1
Awarded Points (d)	5	3	3	5	3
# of Expected Audit Days	7.1	14.4	13.4	8.7	10.4
+ / - From Current	(2.9)	4.4	3.4	(1.3)	0.4
Awarded Points (b)	5	3	3	5	5
% of Partner/Manager Hours	27.5%	29.7%	24.3%	38.3%	34.9%
Awarded Points (c)	4	4	4	5	5
Total Awarded Points	19	13	13	20	18

Points Criteria

- (a) 5 points if within 5%
3 points if more than 5%
- (b) 5 points if within 2 days
3 points if more than 2 days
- (c) 5 points if more than 33%
4 points if less than 33%
- (d) 5 points if more than 10
3 points if less than 10



September 5, 2023

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113

This letter defines the agreement with respect to the terms and objectives of our engagement and the nature and limitations of the services Redpath and Company, LLC and affiliated entities (herein referred to as Redpath and Company) will provide to the City of Roseville, Minnesota (the City) for the years ended December 31, 2023, 2024 and 2025.

Audit Scope and Objectives

We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, and the disclosures, which collectively comprise the basic financial statements of the City as of and for the years ended December 31, 2023, 2024 and 2025. Accounting standards generally accepted in the United States of America (GAAP) provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the City's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the City's RSI in accordance with auditing standards generally accepted in the United States of America (GAAS). These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by GAAP and will be subjected to certain limited procedures, but will not be audited:

- Management's Discussion and Analysis
- Budgetary Comparison Schedules presented as RSI
- Schedule of Changes in the Total OPEB Liability and Related Ratios
- Schedules of Proportionate Share of Net Pension Liability
- Schedules of Pension Contributions
- Schedule of Changes in Net Pension Liability and Related Ratios

We have also been engaged to report on supplementary information other than RSI that accompanies the City's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with GAAS, and we will provide an opinion on it in relation to the financial statements as a whole in a report combined with our auditor's report on the financial statements:

- Combining and Individual Nonmajor Fund Financial Statements and Schedules
- Schedule of expenditures of federal awards

In connection with our audit of the basic financial statements, we will read the following other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

- Introductory Section
- Statistical Section

The objectives of our audit are to obtain reasonable assurance as to whether the financial statements as a whole are free from material misstatement, whether due to fraud or error; issue an auditor's report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with GAAP; and report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS and *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements. The objectives also include reporting on:

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major programs and an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and Title 2 U.S. *Code of*

Federal Regulations (CFR) Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance).

We will also issue a report on compliance based on the *Minnesota Legal Compliance Audit Guide for Cities*, promulgated by the State Auditor pursuant to Minnesota Statute 6.65.

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit

We will conduct our audit in accordance with GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the minimum procedures for auditors as prescribed by Minnesota Statute 6.65, and will include tests of your accounting records, a determination of major program(s) in accordance with Uniform Guidance, and other procedures we consider necessary to enable us to express such opinions. As part of an audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit.

We will evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management. We will also evaluate the overall presentation of the financial statements, including the disclosures, and determine whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not expect auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is an unavoidable risk that some material misstatements or noncompliance may not be detected by us, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

We will also conclude, based on the evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts and direct confirmation of certain assets and liabilities by correspondence with selected customers, creditors, and financial institutions. We will also request written representations from your attorneys as part of the engagement.

Audit Procedures – Internal Control

We will obtain an understanding of the entity and its environment, including the system of internal control, sufficient to identify and assess the risks of material misstatement of the financial statements, whether due to error or fraud, and to design and perform audit procedures responsive to those risks and obtain evidence that is sufficient and appropriate to provide a basis for our opinions. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentation, or the override of internal control.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. Accordingly, we will express no such opinion. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures – Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, and agreements, including grant agreements. However,

the objective of our audit will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. For federal programs that are included in the Compliance Supplement, our compliance and internal control procedures will relate to the compliance requirements that the Compliance Supplement identifies as being subject to audit. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

The *Minnesota Legal Compliance Audit Guide for Cities* requires that we test whether the entity has complied with certain provisions of Minnesota statutes. Our audit will include such tests of the accounting records and other procedures as we consider necessary in the circumstances.

Other Services

We will also assist with the following other services based on information provided by you:

- preparation of pension related workpapers and proposed journal entries

These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the services defined above. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

You agree to assume all management responsibilities for the services listed above, and any other nonattest services we provide. You will be required to acknowledge in the management representation letter our assistance with the nonaudit services listed above, that you have reviewed and approved those services prior to the issuance of the financial statements, and that you have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes) rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are also responsible for making drafts of financial statements, schedule of expenditures of federal awards, all financial records, and related information available to us and for the accuracy and completeness of that information (including information from outside of the general and subsidiary ledgers). You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence. At the conclusion of our audit, we will require certain written representations from you about the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts, and grant agreements; and related matters.

Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements of each opinion unit taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the entity

involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. You are also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, or grant agreements that we report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan. The summary schedule of prior audit findings should be available for our review upon the commencement of our audit.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19 related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance. You agree to include our report on the schedule of expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with accounting principles generally accepted in the United States of America (GAAP). You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in

accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

With regard to publishing the financial statements on your website, you understand that websites are a means of distributing information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information on the website with the original document.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies of previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Scope and Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Engagement Administration, Fees and Other

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 calendar days after receipt of the auditor's reports or nine months after the end of the audit period.

We will provide copies of our reports to the City; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing privileged and confidential information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the property of Redpath and Company and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to oversight agencies, regulators, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for the purposes of a quality review of the audit, to

resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend or decide to distribute the copies or information contained therein to others, including other governmental agencies.

Unless additional work is requested or required, our fee for these services will be as follows:

	<u>2023</u>	<u>2024</u>	<u>2025</u>
Financial statement audit*	\$52,000	\$54,600	\$57,300
Quarterly meetings	no charge	no charge	no charge
Routine phone calls	<u>no charge</u>	<u>no charge</u>	<u>no charge</u>
Total	<u>\$52,000</u>	<u>\$54,600</u>	<u>\$57,300</u>

*including preparation of pension related workpapers and proposed journal entries

Fees for additional services if required or requested:

Federal Single audit	\$7,500	\$7,500	\$7,500
(assumes one major program)			
Draft financial statement preparation	\$9,000	\$9,000	\$9,000

Out-of-pocket costs, such as confirmation and courier fees, will be billed in addition to the fees stated above. We bill our fees monthly as work progresses and expect payment within thirty (30) days. Each invoice includes a detailed description of the services provided. Amounts over thirty (30) days will be considered delinquent. We reserve the right to assess a 1.5% per month service charge on any balance older than thirty (30) days. In the event it becomes necessary to refer this account to an attorney for collection (whether or not suit is commenced), you will be responsible for payment of all reasonable costs of such collections, including reasonable attorney fees. Our policy is to suspend work if your account becomes overdue by sixty (60) days or more, and work will not be resumed until your account is paid in full. Should we elect to discontinue services, you will be responsible for all time and expenses incurred through the date of termination regardless of whether we have issued a report or other final product.

The above fees are based on the anticipated scope of services, anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered. The following circumstances may result in a change in scope of services and an increase in fees:

- Significant audit adjustments, internal control deficiencies or compliance findings,
- New accounting standards,
- Failure to complete the preparation work by the applicable due dates,

- Inaccurate records,
- Turnover in your staff,
- Significant unanticipated or undisclosed transactions, issues, or other such unforeseeable circumstances,
- Delays causing scheduling changes or disruption of previously scheduled timing of work (fieldwork),
- Circumstances requiring revisions to work previously completed or delays in resolution of issues that extend the period of time necessary to complete the audit
- Fraud or misuse of public funds

Our fees do not include bookkeeping or accounting assistance, preparation of audit workpapers, reconciliations or similar assistance (unless otherwise noted in the sections above). Our fees for such services will be dependent on the level of effort required.

Services requested by you that are not included in this engagement letter will be billed dependent on the level of effort required and will be subject to all the terms of this letter.

Our fees and rates are adjusted annually for general economic factors.

If we are requested or required to provide documents or testimony to support litigation proceedings as a professional service on your behalf (that is, litigation in which we are not a party as a result of our engagement), you will be billed for our time at the current standard rates and all out-of-pocket expenditures, including copying costs and legal fees.

The 2024 and 2025 engagements may be terminated by either party by providing a 30-day notice by September 30, 2024 and September 30, 2025 respectively. Changes in the scope of the 2024 and 2025 engagements, if any, would be addressed via engagement letter addendum(s). Generally, scope changes involve significant changes in your operations or new accounting or audit standards. If such changes result in a scope change, fees would be updated via an engagement letter addendum.

Record Keeping Responsibilities

The AICPA Code of Professional Conduct requires Redpath and Company to maintain our independence with regards to certain attestation services provided to the City. These rules require the City to take responsibility for all nonattest services. Redpath and Company cannot serve as custodian for your data in such a way that your data is incomplete and accessible only through Redpath and Company or the Redpath portal. As such, any financial report, reconciliation, document, and calculation (depreciation schedules, journal entries, etc.) that we prepare or update on your behalf will be sent to you at the completion of each attest or nonattest service. You are responsible for downloading and maintaining these records as well as all supporting documents generated in the normal course of business until the retention period expires.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by oversight agencies, regulators, or pass-through entities. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Confidentiality

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

Privacy

We have established policies and procedures to ensure that the entity's non-public information is private and secure at all times. We maintain physical, electronic and procedural controls to comply with standards in safeguarding your information from loss, misuse, alteration or destruction (unless the destruction is according to our records retention schedule). We do not sell information to third parties. We do not disclose non-public information except as necessary to provide our services (see Confidentiality above) and as required by law. We do not disclose non-public information we receive to our affiliates unless authorized.

Dispute Resolution

In the event of a dispute over fees for our engagement, the City and our firm mutually agree to try in good faith to resolve the dispute through mediation by selecting a third-party to help reach an agreement, in accordance with the following paragraph (Mediation). If we are unable to resolve the fee dispute through mediation, then, with the consent of both parties, such disputes may be settled by binding arbitration. We both acknowledge that should a dispute over fees arise that cannot be resolved through mediation, each of us is giving up the right to have the dispute decided in a court of law before a judge or jury. Instead, we are accepting the use of arbitration for resolution.

We believe that most disagreements can be resolved to mutual satisfaction in a friendly, non-threatening environment. While we do not expect there to be any problems whatsoever with our

relationship, misunderstandings can occur. Therefore, we agree that any dispute arising under this agreement (including the scope, nature and quality of services to be performed by us, our fees or other terms of the engagement) shall be submitted to mediation. A competent and impartial third-party, acceptable to both parties, shall be appointed to mediate, and each disputing party shall pay an equal percentage of the mediator's fees and expenses. No suit or arbitration proceeding shall be commenced under this agreement until at least sixty (60) days after the mediator's first meeting with the involved parties. If the dispute requires litigation, the court shall be authorized to impose all defense costs against any non-prevailing party found not to have participated in the mediation process in good faith.

Non-Solicitation of Employees

In recognition of the importance of our employees, it is hereby agreed that the City will not solicit our employees for employment or enter into an independent contractor arrangement with any individual who is or was an employee of Redpath and Company for a period of twelve months following the date of the conclusion of this engagement. If the City violates this non-solicitation clause, the City agrees to pay Redpath and Company a fee equal to 25% of the hired person's last annual salary at Redpath and Company at the time of violation so as to reimburse Redpath and Company for the costs of hiring and training a replacement.

Reporting

We will issue a written report upon completion of our Single Audit and our audit of the City of Roseville Minnesota's financial statements which will also address other information in accordance with AU-C 720, *The Auditor's Responsibilities Relating to Other Information Included in Annual Reports*. Our reports will be addressed to the Mayor and City Council of the City of Roseville, Minnesota. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add a separate section, or add an emphasis-of-matter or other-matter paragraph to our auditor's report, or if necessary, withdraw from this engagement. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will state that (1) the purpose of the report is solely to describe the scope of testing on internal control and compliance, and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will state that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over

compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We appreciate the opportunity to be of service to the City and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign this letter and return it to us.

Sincerely,

REDPATH AND COMPANY



Rebecca M. Petersen, CPA

RMP/tgs

Response

This letter correctly sets forth the understanding of the City of Roseville, Minnesota.

Management signature

Governance signature

Title

Title

Date

Date

Nonaudit Services

The individual(s) assigned to oversee the nonaudit services is the Assistant Finance Director, unless indicated below:

_____ (name and title)

**CITY OF ROSEVILLE
PROFESSIONAL SERVICES AGREEMENT**

This Professional Services Agreement (“Agreement”) is made on the 11th day of September 2023, between the City of Roseville, a Minnesota municipal corporation (the “City”), Redpath and Company, LLC, an Accounting and Auditing Services Firm (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 September 11, 2023. Unless extended by written agreement of the Parties, this Agreement will terminate no later than December 31, 2026, 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 the fees stated in the engagement letter. 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: Joshua Kent; Asst. Finance Director

To Contractor:

Redpath and Company, LLC
55 5th Street East Suite 1400
Saint Paul, MN 55101
Attn: Rebecca Petersen; CPA, Director

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. (Except for Contractor's Proprietary working papers) 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

Redpath and Company, LLC

By: _____
Mayor

By: Rebecca Petersen
Its: Director

By: _____
City Manager

By: _____
Its: _____

EXHIBIT A

WORK

The Contractor shall perform the following Work at the following locations:

- City of Roseville: The auditor to express an opinion on the fair presentation of its basic financial statements in conformity with generally accepted accounting principles. The auditor shall also be responsible for performing certain limited procedures involving required supplementary information required by the Governmental Standards Board as mandated by generally accepted auditing standards. The auditor is not required to audit the MD&A, OPEB information, or the statistical section of the report. An annual review of the Annual Comprehensive Financial Report shall be done to determine any corrective measures necessary for the City to continue to receive the GFOA's Certificate of Achievement for Excellence in Financial Reporting during the engagement. Auditors will also perform a single audit on the receipt of any Federal Funds that meet the single audit threshold. All other agreed upon services are referenced within the engagement letter provided by Redpath and Company, LLC to the City of Roseville. Services will be for FY 2023 – 2025.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date: 9/11/2023
Item No.: 10.i.

Department Approval



City Manager Approval



Item Description: Consider Approving Application for Community Crime Intervention and Prevention Grant

Background

Since 2021, the Roseville Police Department has had an embedded housing navigator serving within the Community Action Team. The outreach worker supports individuals and families experiencing homelessness - navigating resources to secure safe and stable housing. The navigator assesses individuals' unique needs to remove barriers to long-term stable housing. The position has been instrumental in helping members of the community overcome systematic inequities related to safe and stable housing. The position also has furthered the Roseville Police Department's mission to provide public safety services for the City of Roseville.

The position was originally funded through a one-year grant through AmeriCorps. On July 25, 2022, the Roseville City Council approved making the position a full-time position and authorized the Roseville Police Department to apply for grant funds through Ramsey County Community Development Block Grant/ Home Investment Partnership Program (CDBG). In March, 2023, RPD was awarded a total of \$112,900 (\$92,000 for personnel costs and \$20,000 for operating costs). RPD applied for additional funding through Ramsey County's CDBG to extend the grant, but we were not awarded funds beyond the one-year initial grant. The current grant and funding will end in March 2024.

RPD has been actively looking for grant opportunities to continue to fund the housing navigator position. The Minnesota Office of Justice Programs recently released a grant request for proposals (RFP) for 2024-2025 Community Crime Intervention and Prevention Grants. The grants can be utilized to fund community-based intervention programs that provide direct services to community members. One of the eligible projects is homeless assistance programs. Applications are due by September 25, 2023.

Policy Objectives

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

Racial Equity Impact Summary

BIPOC communities across the country are disproportionately impacted by homelessness due to structural racism and disparities in access to health care, economic opportunities, housing, and education. Roseville is not immune from these disparities. This initiative seeks to disrupt the disparities that exist by expanding housing services available to those who are experiencing homelessness or housing instability.

Budget Implications

The grant funding would allow RPD to continue the position and services without relying on other

40 funding sources such as opioid settlement funds or impacting the tax levy. There is no city match
41 required for the grant. The grant is on a two-year cycle and would provide funding for 2024-2025.

42
43 **Staff Recommendations**

44 Staff recommends Council authorizes the Roseville Police Department to submit a grant application for
45 our housing navigator position. Having an embedded outreach worker has generated successful
46 outcomes in helping members of our community navigate resources and overcome barriers to safe and
47 stable housing.

48
49 **Requested Council Action**

50 The police department seeks Council authorization to apply for Community Crime Intervention and
51 Prevention Program Grant funds, which would continue grant funding for our embedded housing
52 navigator.

53
54 **Prepared by:** Erika Scheider, Chief of Police

Attachments: 1. Grant Request for Proposals (RFP)

55



Department of Public Safety
Minnesota Office of Justice Programs

2024 – 2025 COMMUNITY CRIME INTERVENTION AND PREVENTION PROGRAM GRANTS

GRANT REQUEST FOR PROPOSALS (RFP)

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Request for Proposals (RFP) Part 1: Overview

1.1 General Information

- Grant Name: Community Crime Intervention and Prevention Program (CC)
- [Minnesota Office of Justice Programs \(OJP\) Website](#)
- Open for Applications: August 15, 2023
- Application Due Date: September 25, 2023 at 4:00 PM

1.2 Program Description

The purpose of this request for proposals is to fund community-based programs that operate crime or violence prevention and intervention programs that provide direct services to community members.

This grant program can fund a wide variety of programs such as community and faith-based organizations projects, pretrial programs, probation programs, youth intervention services, truancy programs, elder abuse prevention, neighborhood watch, resident engagement and programs of local government agencies to address the factors that contribute to a community's crime, delinquency and disorder. Community and school-based prevention programs are encouraged to be innovative and include substantial involvement by members of the community served by the program.

1.3 Minnesota's Commitment to Diversity and Inclusion

It is State of Minnesota policy to ensure equity, diversity, and inclusion in making competitive grant awards. See Executive Order [19.01](#).

The Policy on Rating Criteria for Competitive Grant Review establishes the expectation that grant programs intentionally identify how the grant serves diverse populations, especially populations experiencing inequities and/or disparities. See [OGM Policy 08-02](#).

1.4 Funding and Project Dates

Funding

Funds are authorized by Minnesota Statute §299A.296 as modified by Minnesota Laws of 2023, Chapter 52.

Up to \$31,814,200 will be available for the two-year cycle. Final award amounts may be lower than requested. Agencies may submit more than one proposal and may be awarded more than one grant. This is a reimbursement only grant, with no funds being advanced to the grantee at time of award.

Community Crime funding will be divided into two funding groups for review:

1. Applicants or the lead¹ agency with an agency budget of \$3 million or less

¹ Lead Agency is defined as receiving over 90% of the grant funds and might not be the fiscal agent

2. Government agencies and nonprofit organizations with budgets over \$3 million

Project Dates

This is a two-year grant period, from January 1, 2024 through December 31, 2025.

1.5 Eligible Applicants

Public, non-profit agencies and tribal governments. Eligible applicants must be registered with the Minnesota Secretary of State.

1.6 Questions, Technical Assistance, and Information Sessions

Please submit any questions regarding this RFP by email to michael.hreha@state.mn.us. Answers will be posted on the Community Crime RFP Questions and Answers page of the [OJP website](#) within 7 days of receipt.

RFP Information Sessions

OJP will offer two online information sessions that include questions and answers sessions. In the sessions staff will provide a brief background on the Community Crime Intervention and Prevention grant program, walk through the RFP and application requirements and give an overview of the application review process. At the end of each session, staff will open it up for questions. However, not required, prospective applicants are encouraged to participate in at least one information session. Questions and answers from all of the webinars will be posted on the Frequently Asked Questions' page on the OJP Website.

Session I: Thursday August 24, 2023 2:00pm- [Registration Required](#) via Zoom

Session II: Thursday, September 7, 2023 2:00pm- [Registration Required](#) via Zoom

RFP Part 2: Eligible Projects, Requirements and Resources

2.1 Eligible Projects

Examples of qualifying programs include, but are not limited to, the following:

- Community-based programs designed to:
 - Provide at-risk children and youth with after-school and summer enrichment activities.
 - Discourage young people from involvement in unlawful drug or street gang activities, such as neighborhood youth centers.
 - Enrich the educational, cultural, or recreational opportunities of at-risk children and youth, including programs designed to keep at-risk youth from dropping out of school and encourage school dropouts to return to school.
 - To intervene with juvenile offenders who are identified as likely to engage in repeated criminal activity in the future unless intervention is undertaken.

- Attempt to prevent and educate on the risks of sex trafficking, ameliorate the effects of sex trafficking or both.
- Provide services for children and youth who are juvenile offenders. These programs must give priority to:
 - juvenile restitution,
 - prearrest or pretrial diversion, including through mediation,
 - probation innovation,
 - teen courts, community service; or
 - post-incarceration assistance for youth returning to their communities
- Neighborhood block clubs and innovative community-based crime prevention programs.
- Community-based programs collaboratives that coordinate multiple programs and funding sources to address the needs of at-risk children and youth, including, but not limited to, collaboratives that address the continuum of services for juvenile offenders and those who are at risk of becoming juvenile offenders.
- Programs that are proven successful at increasing the rate of school success or the rate of postsecondary education attendance for high-risk students.
- Homeless assistance programs.
- Programs designed to reduce truancy.
- Programs for mentoring at-risk youth, including youth at risk of gang involvement.
- Programs operated by community violence prevention councils.
- Programs that intervene in volatile situations to mediate disputes before they become violent.
- Programs that provide services to individuals and families harmed by gun violence.

2.2 Project Requirements

Cultural Competence

Project must be culturally competent. Culturally competence within organizations emerges from an ethical commitment to fairness and equity in service to all customers, clients, and stakeholders. Cultural competence requires staff representing the organization to have an awareness of self, a reflection on one's own cultural position, an awareness of other cultures and a person's cultural position, and the ability to interact genuinely and respectfully with others of differing cultures and communities.

Evidence and/or Promising Practices

Successful projects are based on promising strategies and/or projects that are research-based. The term evidence-based means, the use of data and information found through research. Evidence-based practice refers to the use of research findings that are demonstrably effective. While it is the goal to fund programs that are using evidence-based practices, we also recognize the challenges of funding grants that are strictly implementing evidence-based programs. We will support promising strategies that include practices that come from the local community that may be based on practice-based evidence (PBE) and/or lived experiences of communities of color or Indigenous communities. PBE includes a range of approaches that develop over time through practice and experience. PBE

approaches are often embedded in the culture, accepted as effective by local communities and support community healing from a cultural framework. Research-based projects include projects that can be tied to and/or include elements that draw from published literature, including both qualitative and quantitative studies. Projects that are research-based and projects that are promising strategies will be given equal weight in the review process.

Program Evaluation

Program evaluation is an important component of this grant program, it can help you understand, verify, or increase the effect of your program. It can also provide data to highlight your program's impact. It will also help show how the project is meeting the goals set in this application. Grantees may use funds for staff to work on evaluation or may subcontract with external evaluation partners. Evaluation may include, but is not limited to, developing an evaluation plan, developing data collection tools, collecting, and analyzing evaluation data and attending in-state evaluation training and technical assistance events. Approximately 10% of amount requested should be dedicated to project evaluation.

2.3 Resources

Model programs and resources on evidence-based and best practices

- [National Institute on Drug Abuse](#)
- [National Institute of Justice](#)
- [Crime Solutions](#)
- [Cognitive Behavioral Therapy](#)
- [OJJDP Model Programs Guide](#)
- [Models for Change Evidence-based Practices](#) – Information focusing on juvenile justice reform.
- [School-wide Positive Behavioral Interventions and Supports \(SWPBIS\) program](#)
- [Results First Clearinghouse Database](#) – Online resource for effective social policy programs.
- [Developing Culturally Responsive Approaches to Serving Diverse Populations](#)

Evidence-Based Behavioral Health

- [Texas Christian University Institute of Behavioral Health](#)
- [Oregon Health Authority](#) – Evidence-Based Practices and Process for Addiction and Mental Health Services.
- [SAMHSA](#)
- [Screening and Assessment](#)
- [Evidence-Based Practices Web Guide](#)
- [Urban Institute Mental Health Court Evaluation](#)

RFP Part 3: Application Process and Instructions

3.1 Application Deadline

Applications must be submitted using the [e-grants](#) web-based system by 4:00 pm on September 25, 2023. Applications cannot be submitted after this time. No paper submissions will be accepted.

3.2 Application Submission Instructions

Applications must be submitted via e-grants, the Office of Justice Programs (OJP) online grants management system. [e-grants](#) can also be accessed via the [Office of Justice Programs](#) website.

If you have never applied for a grant with the Office of Justice Programs, create a user account by clicking on the purple “New User” option in the login box in the upper right corner of the e-grants website and follow instructions to fill out the profile. Contact the e-grants Helpdesk at 1-800-820-1890 if you have login issues.

3.3 Terms and Conditions, Grant Program Guidelines, OJP Grant Manual

As part of submitting this application in e-grants the applicant agency agrees to the Terms and Conditions of OJP Grantees for applicants as well as the Community Crime Intervention and Prevention Program Guidelines. These address federal and state requirements such as worker’s compensation, civil rights, affirmative action, and data privacy. By agreeing to these in e-grants the applicant is confirming that they can make these commitments. Applicants are encouraged to print and review these documents with the appropriate agency staff prior to submitting the application in e-grants. If selected for funding, the grantee will need to submit required certifications. Grantees agree to follow the OJP [Grant Manual](#), which provides basic information on policies and procedures for grant administration. These documents become, by reference, part of the formal grant contract agreement.

3.4 Application Content

The application consists of the following required parts; any missing part will prevent the application from submission. Applications that do not answer all questions will not score well in the review process.

Project Information Form

Input this information directly into the form in e-grants and it will be used as the cover sheet for the application. You will need:

- Contact information for the Fiscal Agent (This is the agency named in the grant contract and responsible for the administration of the grant)
- The fiscal agent’s federal and state identification numbers
- Contact information for the person/s responsible for programming, financials, and contracts
- Lead Agency’s (the organization receiving over 90% of grant funds and may not be the fiscal agent/applicant) annual budget amount

- Brief project description and project's geographic information
- State if this is a new, expansion or continuation of a project/program

Narrative (60 points)

Address the following questions in a seven page maximum Word document with ¼" margins, single-spaced and with a 12-point font size. Proposals are scored based on your responses to these questions. Organize your proposal by labeling and numbering responses; providing an answer for each topic and answer in the order they are asked. **Please note:** Narrative documents that do not follow this format do not score well in this review process. Any additional pages or supplemental materials (including links to websites) will not be included in your application. When ready to submit, **upload the narrative as an attachment in e-grants.**

1. Organizational Overview (5 Points)

- Provide a brief description of agency's mission and history.
- Describe how the proposed project fit within the mission.
- Share your agency's experience with past grant management.

2. Planning Process (10 Points)

- State the need for your project and include the problem your project is addressing. Include relevant data (such as truancy rates, neighborhood crime data, etc.) to support the statement.
- State whom the target population is and how it was identified.
- Describe how the grant will serve diverse populations, especially populations experiencing inequities and/or disparities.
- If this is an existing program, please describe the current response to the problem: what is working, what is not, identify existing gaps.

3. Project Description (20 Points)

- With the goal of providing an intervention or the prevention of crime, describe the proposed activities.
- Describe the referral/outreach and admissions process, program requirements, completion, and termination considerations.
- State which validated risk/needs assessments, curricula, etc. will be used.
- State how many people have been or will be served through these grant activities.
- Describe the roles and responsibilities of key staff assigned to the project as well as key partner agencies and their contributions.

Note: Project design should mirror work plan elements and reference all key expenditures in the budget.

4. Cultural Competence (5 Points)

- Describe your agency's policies and practices regarding adherence to cultural considerations; with staffing and in service to BIPOC populations and other diverse community participants.
- State which culturally responsive trainings and development opportunities are offered and or required for staff.
- Describe relevant experience the lead agency has with working with the target population.
- State the percentage of leadership staff, board of directors and staff as a whole who are BIPOC. State if the percentage is proportional to the clients served by the organization.

5. Evidence or Promising Practices (5 Points)

- Provide justification for your proposed activities. This may include lived experiences, scholarly research, outcomes from past projects, and/or other sources.
- Cite research on best or promising practices that supports your plan.
- Explain what training staff has received in the best/promising practices your project will employ.

6. Evaluation (15 Points)

Program evaluation can help you understand, verify, or increase the effect of your program. It can also provide you data to highlight your program's impact. In addition, it will build your capacity to evaluate your own programs and/or projects in the future.

- If your program is new, what is your plan to evaluate the implementation of your program?
- Provide an overview of the plan to measure the impact of the project. What changes do you expect to see in knowledge, attitudes, behaviors, skills, etc. of participants?
- If the change can be measured, how will these changes be measured (thinking skills tests, drug tests, etc.)?
- When, and by whom, will this data be collected?
- If this is a current program, provide current outputs and outcomes. Describe how these outcomes support the proposed program. Describe the plan for evaluation moving forward.

Work Plan/Outcomes (30 Points)

Applicants must complete a work plan; it may not exceed 10 pages. To ensure that all applicants' work plans have a similar format and length for the review process, please use an 11-point Calibri font. If a work plan exceeds the 10-page limit, any pages over the limit will not be included in the review packet.

The work plan will be used as a roadmap throughout the life of the grant and used as the basis for quarterly project reporting. The work plan allows you to describe the day-to-day activities of a project.

Download the work plan template from the Work Plan form in e-grants and make a copy of the template for each project objective.

The plan should include detail on specific activities, purpose of the activity, number of sessions/ persons served, frequency and duration of activities and intended results or outcomes. The activities and their intended effect should expand on the goal and activities described in the narrative. You will also include how you will measure the success of the program. **Upload the completed work plan into the Work Plan form into the e-grants application.**

Budget (10 Points):

Your budget should be consistent with your narrative and work plan, making it clear how each of the activities will be funded. The budget will cover a two-year period and all expenses must be listed and directly chargeable to the grant. When estimating costs, please show your calculations by including quantities, unit costs and other details. Only include grant funded expenses in the budget descriptions.

Enter budget information directly into e-grants. Directions for entering the budget are available in the [Application Guide](#). The Budget Detail Requirements in **Appendix A** will show you examples and specific requirements for each of the line items.

Budget line items may include: Personnel, Payroll Taxes & Fringe, Contract Services, Travel, Training, Office Expenses, Program Expenses, and Other Expenses. Not all line items need to be used.

Staffing considerations:

- Staff positions identified in budget must be clearly linked to activities in the work plan.
- Grant staff funded at less than 100% FTE with Community Crime Prevention and Intervention Program funds must keep detailed time tracking records of hours worked on grant activities.

Indirect costs and Documentation

Indirect costs, often referred to as overhead, are costs shared by the organization as a whole and most often are not able to be broken down within each program of the organization. Indirect costs can be requested in one of the following ways:

1. Budget expenses directly in the applicable budget categories.
2. Use the federally allowed de minimus rate of 10% of Modified Total Direct Costs (MTDC). MTDC calculation **excludes** equipment, rental costs, participant support costs (Direct Client Assistance), and the portion of each subcontract in excess of \$25,000.
3. Use your federally approved indirect cost rate. If the federally approved indirect cost rate has expired then indirect costs must be directly charged in appropriate budget categories.

Using the Indirect Rate Documentation form in the application, you will calculate and request the indirect costs amount entered in your application's budget. **Complete either the MTDC or federal rate request form and if using a federally approved rate upload a current copy of your indirect costs agreement.**

Organizational Financial Information Form

This Information will be entered into e-grants form.

1. OJP Grantee Status (active grant in last 12 months or not)

2. Fiscal Information

- A. Accounting basis.
- B. Organization's Fiscal year time-period.
- C. Total revenue last completed fiscal year.
- D. Total federal expenditures (only from federal sources) last completed fiscal year.
- E. How often financial document are produced.
- F. Nonprofits only: Most Recent IRS Form 990.
- G. Date and status of annual financial filing
- H. Nonprofits only: Upload evidence of good standing with the Secretary of State
- I. Allocation method document (if applicable)

3. Financial Document

Upload the financial document(s) applicable to your organization:

- Agency with annual revenue under \$50,000
 - Statement of Financial Position (Balance Sheet)
 - Statement of Activity (Income and Expense Statement)
- Agency with total annual revenue of over \$750,000, but with federal expenditures less than \$750,000
 - Certified Financial Audit
 - Certified Financial Audit Management Letter
 - Corrective Action Plan (if applicable)
- Agency that spent \$750,000 or more in federal funds during fiscal year
 - Single Audit
 - Single Audit Management Letter
 - Corrective Action Plan (if applicable)
- Audit Information
 - Name of Auditors
 - Type of Audit
 - Description of Audit Findings

4. Administrative Systems

Answer yes or no to the following statements:

- Our organization has had an instance of misuse or fraud in the past 36 months.
- Our organization has current or pending lawsuit against the organization.
- Our organization is currently designated as a high risk grant recipient by the federal government.
- Current principals (defined as a public official, a board member or staff with the authority to access funds provided by this agency or determine how funds are used) have been convicted of a felony financial crime in the last 10 years.
- We have separate accounts for different programs/revenue sources to prevent co-mingling of funds.
- Our organization uses a daily time tracking log for each position being paid using multiple sources of funding.
- Our organization has a paid bookkeeper.

- Our organization has an approval process that requires multiple approvals before funds can be expended.
 - Our organization has written policies and procedures for accounting, purchasing and payroll.
 - Our organization's accounting system can identify and track grant program-related income and expenses separate from all other income and expenses.
 - We can easily retrieve original receipts for expenses that are reimbursed by the grant.
 - Our Board of Directors meets at least every month.
 - Our organization has a Conflict-of-Interest Policy.
5. *Grant Management Experience*
- We have had more than one administrative turnover in the past 12 months (defined as anyone involved in working on or managing grants)
 - Select an option that applies to your organization:
 - Monitored funding and completed reporting for non-federal and/or only federal grants
 - Monitored funding and completed reporting for only non-federal grants
 - Monitored funding and completed reporting for contracts but not grants
 - No prior experience monitoring and reporting for contracts and/or grants

Application Checklist

An application must include the following to be forwarded for review:

(e-grants will not let the application be submitted if any of these are missing)

1. **Project Information form**
2. **Narrative** - Addressing questions listed above must be uploaded
3. **Work Plan** - Addressing the items requested must be uploaded
4. **Budget** - Calculations must be included
5. **Indirect Documentation Form** (if including indirect costs in budget)
6. **Organization Financial Information**

RFP Part 4: Application Review Process

This is a competitive application process. The funding will be divided into two funding groups for review:

1. Applicants or the lead agency with an agency budget of \$3 million or less
2. Government agencies and nonprofit organizations with budgets over \$3 million

A review committee made up of community and systems members will read and rate applications using a 100-point scale. The reviewers will meet and discuss the proposals and then put forth their recommendations. A copy of the review form will be on the OJP grants page.

A final staff review will consider geographic locations, coordination with other federal, state, and local funding and past grantee performance. Timeliness and completeness of past grant financial and

progress reporting is also considered. The Commissioner of Public Safety will make the final funding decisions and award notification will be by email to applicants.

Call for Reviewers!

The Office of Justice Programs is recruiting reviewers for this and other RFPs coming from our office. Reviewers who fully participate in the process and are eligible are eligible for a \$100 payment. Individuals that are submitting proposals are also eligible to be proposal reviewers.

OJP is interested in a broad range of individuals for grant reviews, however reviewers should possess some knowledge of criminal justice systems or services being requested in the RFP. Review teams may include but are not limited to, business members, faith community members, other community members, including youth, county attorney staff, social service workers, juvenile justice service providers, public health specialists, law enforcement representatives, evaluators and state agency representatives.

If you are interested in becoming a reviewer, please visit the [OJP website](#) to complete the reviewer application.

RFP Part 5: Post Award Requirements

- **Pre-Award Risk Assessment and Financial Review.** In accordance with state and federal grant management policies it is required to consider a grant applicant's past performance before awarding subsequent grants to them. State policy requires states to conduct a financial review prior to a grant award made of \$25,000 and higher to any organization. The necessary information for these is provided in the financial information form in the application.
- **Minnesota's Commitment to Diversity and Inclusion in Procurement**
The State of Minnesota is committed to diversity and inclusion in its public procurement process. The goal is to ensure that those providing goods and services to the State are representative of our Minnesota communities and include businesses owned by minorities, women, veterans, and those with substantial physical disabilities. Creating broader opportunities for historically under-represented groups provides for additional options and greater competition in the marketplace, creates stronger relationships and engagement within our communities, and fosters economic development and equality.
To further this commitment, the Department of Administration operates a program for Minnesota-based small businesses owned by minorities, women, veterans, and those with substantial physical disabilities. For additional information on this program, or to determine eligibility, please call 651-296-2600 or go to the [OEP website](#).
- **Grant Contract Process.** After being selected for funding, OJP staff will work with the applicant to negotiate a final budget. The formal grant contract consists of the Grant Agreement, the Terms and Conditions, the Program Guidelines, as well as the work plan and budget. The Grant

Agreement will be initiated, signed by grantee and OJP, and once fully executed it is then a legally binding agreement. Grant agreements not signed within 30 days of receipt may be canceled.

- **Progress Reporting.** Grantees will be required to submit regular narrative reports and data in a prescribed manner.
- **Grant Payments.** This is a cost reimbursement grant. Grantees will only be paid for eligible expenses (after the grant contract is fully executed) that are incurred and are consistent with the negotiated budget.
- **OJP Grant Manual.** Grantees, grantee subgrants and contracts agree to follow the OJP Grant Manual as part of the application process. The manual is a resource for how our office manages grants and covers topics such as grant administration policies, program modification policies, general accounting requirements, etc. [OJP Grant Manual](#)
- **Expiring Grant Funds.** A portion of the total grant award will expire on June 30, 2025. See the Special Conditions page of the grant contract for details.
- **Grantee Orientation.** Grant award recipients will be required to have a representative, or representatives of the organization receiving the award, attend a future OJP grantee orientation session.

RFP Part 6: Right of Cancellation

The State reserves the right to cancel this solicitation if it is considered to be in its best interest. The State reserves the right to negotiate modifications to the application or to reject any and all applications received as a result of this Request for Proposals. The State does not intend to award a grant contract solely on the basis of any response made to this request or pay for information solicited or obtained.

Minnesota Office of Justice Programs Budget Development Guidelines

The goal of the budget is to provide a clear and concise description of the expenses requested to support the activities in your grant application. A successful budget will show what each grant expense is, how much it costs and the calculation used to get that amount.

Use these guidelines along with the [OJP Grant Manual](#) to describe your grant budget in the application in e-grants.

KEY THINGS TO LOOK FOR WHEN REVIEWING YOUR BUDGET:

- ☐ The expense is allowed (Checked the grant manual and the RFP to verify)
- ☐ The staff are in the narrative and work plan
- ☐ The job titles in the budget match the job titles in the narrative
- ☐ Hourly wage amount and % charged to the grant are included
- ☐ The benefits are named in the fringe detail
- ☐ Contractor fees do not exceed \$650/day or \$81.25/hour
- ☐ Allocation calculations are included for expenses not charged 100% to the grant
- ☐ Mileage rate is included
- ☐ Each grant expense is clearly described with name, cost and calculation
- ☐ All expenses inside the description box add up to the award amount
- ☐ Did NOT include, “other” “etc.” or “miscellaneous” in a description
- ☐ Indirect amount is used from the appropriate request form (included in e-grants application)

OVERALL BUDGET ITEMS

Allowability: Refer to the RFP for what IS and what is not IS NOT allowable.

Allocation Methods: Expenses solely tied to the grant can be charged at 100% to the grant. Charge any other shared expense (rent, maintenance, utilities etc.) by using an allocation method. For examples of the various allocation methods used, see the [OJP Grant Manual page 26](#). If using an allocation method you will upload your organization’s allocation method explanation in the Organization’s Financial Information form in the application.

Contract and Bidding Requirements – Non-governmental grantees: Any services and/materials using grant funds over \$10,000 require a bidding process. See [the Contract and Billing Documentation](#) for the specific requirements.

BUDGET DETAIL REQUIREMENTS BY BUDGET CATEGORY

PERSONNEL

- List all staff charged to the grant separately in their own line item
- For each staff include their job title, FTE % being charged and hourly rate
- For staff with multiple job duties include the duties and percentages charged
 - For example, Program Director-10% of time on program oversight and 20% on evaluation

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:
Personnel *

Provide a short description for this budget item (should be unique to this budget):
Outreach Worker *

Provide a more detailed description for this budget item:
1 FTE @ \$17/hour x 4 months
160 hrs/month x 4 = 640
\$17 X 640 = 10,880
74 of 1000

Enter the dollar amounts associated with the budget item:
Award
\$10,880.00 *

PAYROLL TAXES AND FRINGE

- List the fringe benefits charged to the grant
- Include the specific positions being covered and at what rate
- Taxes and fringe charges are allowed only for staff paid with grant funds
- The amount of taxes and fringe charged to the grant needs to match the amount of the FTE that is charged to the grant
 - For example- The program director has 30% of their time charged to the grant, which means that only 30% of their taxes and fringe is allowed to be charged

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:
Payroll Taxes and Fringe *

Provide a short description for this budget item (should be unique to this budget):
Payroll Taxes and Fringe *

Provide a more detailed description for this budget item:
FICA, Workers Compensation and health insurance for 1 FTE outreach worker, .30 FTE program director, .10 report manager @ estimated 20% of total salaries (\$16,480)= \$3,296
171 of 1000

Enter the dollar amounts associated with the budget item:
Award
\$3,296.00 *

CONTRACT SERVICES

- A contract is required for a service to be considered a contract
- List each contracted service in its own line item and the rates provided for the service
- All contracts of \$5,000 or more require prior OJP approval
- Contractor fees cannot exceed \$650/day or \$81.25/hour

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:
Contract Services *

Provide a short description for this budget item (should be unique to this budget):
Technology Consultant *

Provide a more detailed description for this budget item:
Contract to create technology expansion plan and implementation of plan.
40 Hours @ \$30/ hour= \$1,200

103 of 1000

Enter the dollar amounts associated with the budget item:

Award
\$1,200.00 *

TRAVEL

- Include the anticipated mileage amount and rate used for the life of the grant
- If a shared vehicle, such as a van is used for grant activities, then those costs (mileage and maintenance) can either be charged using an allocated rate or by the actual mileage used by grant program (tracked in a travel log), whichever is less.

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:
Travel *

Provide a short description for this budget item (should be unique to this budget):
Staff Mileage *

Provide a more detailed description for this budget item:
2000 miles @ \$.575 = \$1,150

28 of 1000

Enter the dollar amounts associated with the budget item:

Award
\$1,150.00 *

TRAINING

- Include the cost of each training/s
- Include travel costs related to training/s
- Transportation, hotel and meal per diem are allowed and should be charged in accordance with the State of Minnesota [Travel Policy](#).

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP ▾*

Select the appropriate Budget Category for this budget item:
Training ▾*

Provide a short description for this budget item (should be unique to this budget):
National Training on Youth *

Provide a more detailed description for this budget item:
Conference registration 1.3 FTE (outreach worker and director attending)- \$200 x 1.3=\$260
Meals- \$36 x 2 days x 1.3= \$93.60

126 of 1000

Enter the dollar amounts associated with the budget item:

Award
\$354.00 *

OFFICE EXPENSES

- Include the allocation calculation
- List each expense's estimated costs and the amount charged to the grant
- Expenses only used for grant funded activities can be charged at 100% to the grant
 - For example, the full price of a new computer for a 1 FTE grant staff

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP ▾*

Select the appropriate Budget Category for this budget item:
Office Expenses ▾*

Provide a short description for this budget item (should be unique to this budget):
Office Expense *

Provide a more detailed description for this budget item:
HELP Program allocation= 1.4 FTE grant funded staff /10 FTE total staff= 14%
Office supplies aprx: \$100/month= \$400 x 14% = \$56
Phone/internet aprx: \$500/month= \$2000 x 14%= \$280
1 computer- 1 FTE= \$1,500

207 of 1000

Enter the dollar amounts associated with the budget item:

Award
\$1,836.00 *

PROGRAM EXPENSES

- List each expense type in their own line item i.e. client support expenses, curriculum materials
- For each program expense type, include the specific expenses and estimated costs with calculations

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:
Program Expenses *

Provide a short description for this budget item (should be unique to this budget):
Individual Care Packs *

Provide a more detailed description for this budget item:
Backpacks, school supplies, hygiene items and healthy snacks- \$100/client x 90 clients = \$9,000

95 of 1000

Enter the dollar amounts associated with the budget item:

Award
\$9,000.00 *

INDIRECT COSTS

- Refer to the [Indirect Costs Overview](#) for more information
- Include either the federally approved indirect rate or the 10% de minimis
- Use the indirect amount from the appropriate request form
 - [Federally Approved Indirect Cost Rate Request form](#)
 - [10% De Minimis Indirect Cost Rate Request Form](#)
- Include a detailed list of expenses that are not normally broke out by program that are included in the indirect costs
- Exclude any expense that is somewhere else in the budget

Example budget line:

Select the appropriate Program Component for this budget item (the Purpose Area Form needs to be completed first before this can be selected):
COV-19 Response : HELP *

Select the appropriate Budget Category for this budget item:
Indirect Costs *

Provide a short description for this budget item (should be unique to this budget):
Indirect- MDTC Rate *

Provide a more detailed description for this budget item:
Total grant costs- 126,886.00
Excludes costs= \$99,000 client assistance
= \$27,886 direct costs x .10= \$2,888.60
Indirect costs include- HR staff, payroll processing, liability and building insurance and general copier usage.

230 of 1000

Enter the dollar amounts associated with the budget item:

Award
\$2,888.60 *

FUTURE MEETING AGENDA HIGHLIGHTS

September 11, 2023

September 18, 2023 EDA Meeting

- EDA Budget Approval
- Approve accepting Ramsey County grant for Community Land Trust

September 18, 2023 City Council Meeting (Work session)

- Finance Commission Recommendation on Budget
- MnDOT Hwy. 36 Presentation
- Classification and Compensation Study Update

September 25, 2023 City Council Meeting

- Approve Preliminary Budget and Levy

October 9, 2023 City Council Meeting

- Liquor Compliance Failures
- Tobacco Compliance Failures

October 16, 2023 City Council Meeting (Work session)

- Joint Meeting with Planning Commission
- Envision Roseville Update
- Discuss Rosefest
- Discuss Capital Upgrades to Rosebrook Park

Future Agenda Review - Longer Term Initiatives

(items that likely require council discussion/action)

Item	Initiated By	Target Date	Status/Notes
Review classification & compensation study & recomm's	Staff/Council	18-Sep-23	implementation strategies discussion to follow
Envision Roseville final report & RFP for strategic plng	Staff/Council	16-Oct-23	(City Manager goal item)
Short term rental code updates	Council	23-Oct-23	(Issuance of new licenses suspended pending update)
Rooster Regulations	Council	Fall ' 23	Staff will review for changes in code
Commission scope/duties/functions implementation	Etten/Council	Fall '23	
Update SREAP with new goals/objectives	Staff/Council	Late '23	(City Manager goal item)
Strategic planning	Staff/Council	1st qtr '24	(City Manager goal item)
Roseville Fire role in medical transport	Staff	TBD	Ongoing discussions with Allina, etc.
Review need of pet licenses	Council	TBD	Staff review amount of licenses issued and report back
Sister City Relationship with Indigenous Tribal Nation	Strahan	TBD	
Zero Waste Packaging/Compostable Containers	Etten/Strahan	TBD	PWET will continue to work on issue and report back
City Speed Limit Review on Local Streets	Strahan/Council	TBD	PWET will continue to work on issue and report back
Update on shopping carts left in public r-o-w	Strahan	Summer '24	CD Director provided email 7/14 providing update
City/EDA Budget Process			
Fin Comm budget recomm's & prelim levy/budget	Staff/Council	18-Sep-23	(budget calendar item)
Utility Rates & Fee Schedule	Staff/Council	Nov '23	(budget calendar item)
Adopt final budget, levy, utility rates, & fees	Staff/Council	Dec '23	(budget calendar item)