



City Council Agenda

Monday, November 6, 2023

6:50 PM

City Council Chambers

(Or Immediately Following the EDA Meeting)

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

6:50 p.m. 1. Roll Call

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

6:51 p.m. 2. Pledge of Allegiance

6:52 p.m. 3. Approve Agenda

6:53 p.m. 4. Public Comment

5. Recognitions and Donations

7:00 p.m. 6. Items Removed from Consent Agenda

7. Business Items

7:05 p.m. a. Hold a Public Hearing to Consider Approving the transfer of a Liquor License for ZL Eats LLC dba Szechuan located at 2193 Snelling Ave N.

7:15 p.m. b. Consider a request to perform an abatement for unresolved violations of City Code at 167 Wewers Road

7:25 p.m. c. Hold a Public Improvement Hearing for County Road B Reconstruction Project

7:55 p.m. d. Receive an update from the Roseville Police Department's Community Action Team

8:25 p.m. e. Review the 2024 Proposed Utility Rates

8:50 p.m. f. Review Proposed Changes to the Fee Schedule for 2024

9:05 p.m. g. Ordinance Amendment to Title 8, Water and Sewer Rates and Collection of Charges

9:15 p.m. h. Consider Adoption of the 2024 City Council Meeting Calendar and the Economic Development Authority Meeting Calendar

8. Council Direction on Councilmember Initiated Agenda Items

9:20 p.m. 9. Approval of City Council Minutes

a. Approve Minutes from October 16, 2023 City Council Meeting

9:25 p.m. 10. Approve Consent Agenda

a. Approve Payments

b. Approval of 1 Tetrahydrocannabinol License

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

d. Adopt an Ordinance establishing a Reasonable Accommodation Policy

e. Approve Ramsey County Cooperative Agreement for County Road B from Snelling Avenue to Lexington Avenue

- f. Consider Not Waiving Statutory Liability Limits for 2024
- g. Approve Final Payment for 2022 Villa Park Sedimentation Pond Improvements Project
- h. Authorize 2024 Incusion Services Contract with Reach for Resources
- i. Authorize Cooperative Services Agreement with the United States Department of Agriculture for Wildlife Management Services
- j. Approve Construction Cooperation Agreement for Street Construction on Roselawn Avenue
- k. Resolution Requesting SCORE funding from Ramsey County
- l. Accept Roseville Area Schools Resource Officers Agreement for the 2023-2024 School Year
- m. Approve Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations
- n. Authorize the Mayor and City Manager to execute a First Amendment to Professional Services Agreement for electrical inspections
- o. Approve Contract with North Suburban Access Corporation (Nine North) for Professional Video Services

9:30 p.m. **11. Future Agenda Review, Communications, Reports, and Announcements
- Council and City Manager**

- a. Future Agenda Report

9:40 p.m. **12. Adjourn**

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.a.

Department Approval



City Manager Approval



Item Description:

Hold a Public Hearing to Consider Approving the transfer of a Liquor License for ZL Eats LLC dba Szechuan located at 2193 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:

-ZL Eats, LLC dba Szechuan - On-Sale Wine and 3.2% Liquor License

Zi Wang and Ling Wang representing ZL Eats LLC dba Szechuan have submitted applications for an On-Sale Wine and a 3.2% Liquor License. As part of the background investigation, it was learned that there is a business and familial connection between the applicant and the previous license holder. The previous license holder, Jessie Wong, is the mother of Zi Wang and the mother-in-law of Ling Wang. Also, Jessie Wong has signed as a guarantor of ZL Eats, LLC's lease obligations for the licensed premises. Further, Zi Wang participated in operations of the restaurant licensed to Szechuan, Inc. for many years since its opening, serving in various roles until early 2021. Szechuan Inc. had their second violation of serving alcohol to a minor in 36 months on August 12, 2023, Council imposed a \$2,000 fine (paid by the previous owner) and a 5 day suspension, which has not been served yet. Staff and the City Attorney believe the above-described relationship constitutes a transfer of the existing license, rather than an application from a separate entity. Therefore, Staff requests Council consider carrying over the license history from Szechuan Inc. to ZL Eats, LLC, including the two previous compliance failures, and ordering the recently-imposed 5 day suspension be served by ZL Eats, LLC once the liquor license is issued.

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.

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Budget Implications

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

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 ZL Eats, LLC dba Szechuan’s request for an On-Sale Wine and 3.2% Liquor License pending submittal of any outstanding items, and ordering the 5 day suspension once the license is issued.

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: 1. Applications



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
 445 Minnesota Street, Suite 1600, St. Paul, MN 55101
 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: _____ To: 12/31/2023

Circle One: New License License Transfer Scechuan Inc.dba Szechua Suspension Revocation Cancel _____
 (former licensee name) (Give dates)

License type: (check 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: \$ 100 3.2% Off Sale fee: \$ _____

Licensee Name: ZL Eats LLC DOB _____ Social Security # _____
 (corporation, partnership, LLC, or Individual)

Business Trade Name Scechuan Business Address 2193 Snelling Ave N City Roseville

Zip Code 55113 County Ramsey Business Phone 651-633-3113 Home Phone [REDACTED]

Home Address [REDACTED] City [REDACTED]

Licensee's Federal Tax ID # 93-3043919 Licensee's MN Tax ID# 8996920
 (To apply call IRS 800-829-4933)

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

Zi Wang
 Partner/Officer Name (First Middle Last) [REDACTED]
Ling Wang

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

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

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.

☐ 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: Travelers Policy # UB-2X095077-23-42-G

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 ONLY, must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7507, or visit our website at <https://dps.mn.gov/divisions/age/Pages/default.aspx>



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7510 Fax 651-297-5259 TTY 651-282-6555

APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE

(Not to exceed 24% of alcohol by volume)

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 TRAVELERS Policy Number UB-2X095077-23-42-G

Licensee's MN sales and Use Tax ID # 8996920

Licensee's Federal Tax ID # 93-3043919

Business Name (Business, Partnerships, Corporation) ZL EATS LLC		Trade Name or DBA SZECHUAN	
Business Address 2193 SNELLING AVE N		Business Phone 651-633-3113	Applicant's Home Phone 651-276-6920
City ROSEVILLE	County RAMSEY	State MN	Zip Code 55113
Is this application ☒ New		License Period From To 12-31-23	

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	Home Address	DOB	SSN
ZI WANG, MANAGING MEMBER			
LING WANG, MANAGING MEMBER			
Partner/Officer Name and title	Home Address	DOB	SSN
Partner/Officer Name and title	Home Address	DOB	SSN

CORPORATIONS

Date of incorporation 8/23/2023	State of Incorporation MN	Certificate Number 1405584600020	Is corporation authorized to do business in Minnesota? ☒ Yes ☐ No
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If a subsidiary of another corporation, give name and address of parent corporation

BUILDING AND RESTAURANT

Name of building owner DINKYTOWN INVESTORS LLC, DINKYTOWN PROPERTIES LLC, HERSH PROPERTIES LLC		Owner's address 6105 Eden Prairie Rd, Apt 25, Edina, MN 55436-1246	
Are property taxes delinquent ☐ Yes ☒ No	Has the building owner any connection, direct or indirect with the applicant? ☐ Yes ☒ No	Restaurant seating capacity 75	Hours food will be available 11A-9P MON, WEDS-SUN
Number of restaurant employees 5	Number of months per year restaurant is open 12 MONTH	Will food service be the principal business? ☒ Yes ☐ No	
Describe the premises to be licensed FAMILY STYLE RESTAURANT			
If the restaurant is in conjunction with another business (resort etc.), describe business N/A			
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.

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

10/2/2023

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.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.b.

Department Approval

Janice Gundlach

City Manager Approval

Samir P. Tanager

Item Description:

Consider a request to perform an abatement for unresolved violations of City Code at 167 Wewers Road

Background

The subject property is a single family home. The current violations related to the abatement request are:

- Outside storage of materials and equipment (407.03.I)

On October 11, 2023, staff received a complaint related to junk/debris placed on the driveway of the property. Staff visited the property, confirmed the violation, and placed a door hanger on the home detailing the violations. A compliance date (10 days) was noted on the door hanger (Attachment 4). Staff conducted a re-inspection on October 27, 2023. No progress toward compliance was observed. The original door hanger placed on October 11th remained. Staff spoke by phone with a resident of the property. Staff was told the residents were moving out and preparing to sell the home. The residents were advised they would be receiving a notice of a Council hearing related to the observed violations, as well as, a repeat nuisance service call warning (Attachment 4). The residents stated the property would be cleaned up and in compliance on or before the November 6, 2023 City Council meeting.

A status update will be provided during the Council hearing.

Policy Objectives

Property maintenance through City abatement activities is a key tool to preserving high quality residential neighborhoods.

Racial Equity Impact Summary

Not applicable

Budget Implications

30 City Abatement

31 The estimated costs of the proposed abatement include the following:

- 32 • Removal and disposal of the junk/debris stored outside \$1500.00
- 33 • Administrative fee-Council Approved Abatement Fee \$ 350.00

34 Total estimated fee : \$1850.00

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37 **Staff Recommendations**

38 Staff recommends the Council direct Community Development staff to abate the above referenced

39 public nuisance violations at 167 Wewers Road.

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42 **Requested Council Action**

43 By motion, direct Community Development staff to abate the public nuisance violations at 167 Wewers

44 Road, by hiring a contractor to remove and dispose of the junk/debris stored outside on the property.

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46 If so ordered, the property owner will be billed for the actual and administrative costs associated with the

47 abatement activity. If charges are not paid, staff shall recover costs as specified in Section 407.08.B

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50 **Prepared by:** David Englund, Building Official

Attachments: 1. Map 167 Wewers Rd

 2. Timeline

 3. Cited Sections

 4. 167 Wewers Rd

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Overview



Legend

- Tax Parcel
- Ramsey County
- Waterbody
- Parcel Info

Parcel ID<	122923110019	Alternate ID	n/a	Owner	CLAUDIA A AGUILAR
Sec/Twp/Rng	12/29/23	Tax	1A/1B/4BB RESIDENTIAL SINGLE	Address	167 WEWERS RD
Property	167 WEWERS	Classification	UNIT;		ROSEVILLE MN 55113-
Address	RD	Parcel Area	0.6455		3622
	ROSEVILLE				
Tax Authority Group (TAG)	ROSEVILLE 623 MNB				
Brief Tax Description	WEWERS ADDITION LOT 1 BLK 1				
	(Note: Not to be used on legal documents)				

Date created: 10/27/2023
Last Data Uploaded: 10/27/2023 7:34:56 AM

Developed by Schneider
GEOSPATIAL

167 Wewers Rd.

ATTACHMENT 2

October 11, 2023

- Complaint received for outside storage of junk/debris.
- Door hanger left on property for observed violations.

October 23, 2023

- Follow up inspection conducted
- Violation remains

October 27, 2023

- Follow up inspection conducted
- Violation remains
- Discussed issues with resident by phone.
- Resident informed of Council hearing date
- Resident stated property would be compliant on or before November 6, 2023

October 27, 2023

- Council hearing notification posted on property

November 6, 2023

- Hearing before Roseville City Council

CITED CITY CODE SECTIONS

407.03: NUISANCES AFFECTING PEACE AND SAFETY:

I. Junk: The outside piling, storing or keeping of old machinery, furniture, household furnishings or appliances or component parts thereof, rusting metal inoperable/unusable equipment, or other debris visible on private or public property

City of Roseville
Community Development Department
2660 Civic Center Drive, Roseville, MN

CODE VIOLATION NOTICE

Date: 10/11/23

Address: 193 Weiss St.

Please refer to checked items below for identified concerns:

☒ Outside Storage Material, debris
stored @ driveway

☐ Vehicle

☐ Property Maintenance

☐ Other

Please see back of this posting for more specific information.

Re-inspection will be conducted in:

5 days ☐ 10 days ☒ 30 days ☐

Please contact staff with any questions regarding this notice:

651-792-7014 or complaints@cityofroseville.com







Community Development Department
2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-7014 ❖ fax 651-792-7070 ❖ www.cityofroseville.com

October 27, 2023

Claudia A Aguilar
167 Wewers Rd
Roseville MN 55113-3622

RE: 167 Wewers Rd. – Case #ENF23-676

Dear Property Owner:

The City of Roseville is committed to protecting and enhancing the character, stability, and appearance of the City's residential neighborhoods and commercial areas by maintaining the standards and enforcing the regulations established in Roseville City Code. The City received a complaint and verified code violations at your property. The City of Roseville intends to hold a public hearing before City Council to discuss possible administrative citation or abatement for the violations identified below:

The combined ongoing violations include:

- Outside storage of materials and equipment.

These are violations of Roseville's City Code, specifically:

- **407.03** Junk: The outside piling, storing or keeping of old machinery, furniture, household furnishings or appliances or component parts thereof, rusting metal inoperable/unusable equipment, or other debris visible on private or public property.

Corrective Measures:

- Move materials and equipment from storage in front of garage to storage inside of a structure or remove materials from property.

This matter will be discussed at a public hearing before Roseville's City Council. At this public hearing, the Community Development Department will request authority from the City Council to perform a City abatement and contract with private companies to have all violations corrected and/or issue an administrative citation. This would entail the expenditure of funds for which you, as the property owner, would be responsible to repay. If the violations are corrected prior to the public hearing date, the public hearing will be cancelled and the case file closed.

This public hearing will be scheduled for an upcoming City Council meeting on **November 6, 2023**, for which you are being notified. City Council meetings are held in the City Council Chambers located at 2660 Civic Center Drive and begin at 6:00 p.m. I encourage you to attend the meeting. You will be given the opportunity to speak. If you have any questions regarding this matter, please contact me at 651-792-7087.

Sincerely,
Dave Englund, Codes Coordinator
651-792-7087
david.englund@cityofroseville.com

2660 Civic Center Drive ❖ Roseville, Minnesota 55113
651-792-ROSE ❖ TDD 651-792-7399 ❖ www.ci.roseville.mn.us
Recycled paper - 30% post-consumer content



REPEAT NUISANCE WARNING LETTER

October 27, 2023

Claudia A Aguilar
167 Wewers Rd
Roseville MN 55113-3622

RE: 167 Wewers Rd., Roseville, MN 55113

Dear Property Owner,

This notice serves as Official Notice of a Repeat Nuisance Service Call Ordinance Violation Warning. This warning is being issued to you because the property has been the source of at least one prior nuisance service call by Roseville personnel within the previous 720 days.

According to our records, City personnel verified the following violations at your property within a 720 day period:

Date	Case #	Violation/Offense
5/20/2022	ENF22-104	Outside Storage
2/15/2023	ENF23-030	Outside Storage
6/9/2023	ENF23-282	Outside Storage
10/12/2023	ENF23-677	Outside Storage

Any future nuisance service calls within 720 days from the first verified nuisance violation (identified above) will subject you (jointly and severally with any other parties having a legal interest in this property) to a Repeat Nuisance Service Call Fee of \$250.00, with subsequent calls subject to a fee of \$250.00 plus the cost of enforcement response (up to \$2,000.00).

Please take immediate action to correct the source of the nuisances in order to avoid a Repeat Nuisance Service Call Fee under Roseville City Ordinance 511.

Sincerely,

Chris Bolstad, Code Compliance Officer
651-792-7083
chris.bolstad@cityofroseville.com

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.c.

Department Approval



City Manager Approval



Item Description:

Hold a Public Improvement Hearing for County Road B Reconstruction Project

Background

On October 23, 2023, City Council received the feasibility report for the reconstruction of County Road B, between Eustis Street and Cleveland Avenue, and ordered the public improvement hearing. Prior to opening the hearing, staff will present the feasibility report information, recommended layout, proposed project schedule, special assessment process, funding, and next steps.

City staff has held four public information meetings with residents living along and near the project. Meetings were held June 17, 2021, to introduce the project; September 16, 2021, to discuss four layout options; August 16, 2022, to discuss two layout options; and October 12, 2023, to present the staff-recommended layout, next steps, and the assessment process. More than 150 comments have been received throughout the process.

Design elements debated during the design process have included the presence of medians, the presence and location of parking, the location of an off-road pathway, and the Fulham Street intersection alignment. The recommended layout proposes a two-lane roadway with curb and gutter and an 8-foot-wide bituminous path separated from the roadway with a grass boulevard. The path is proposed to be located on the north side of County Road B west of Fulham Street and on the south side of County Road B east of Fulham Street. A small median is proposed at Cleveland Avenue and four parking bays are proposed throughout the corridor. Fulham Street is not proposed to be realigned at the intersection with County Road B.

If the Council approves the proposed improvements, staff will produce final plans and specifications this winter. The project will be brought back to City Council in early 2024 to authorize staff to solicit bids for the construction work. After receiving bids, staff will review

28 bids and bring an award recommendation to the City Council. After construction is
29 complete, a Final Assessment Hearing would be held before any Special Assessments are
30 levied.

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33 **Policy Objectives**

34 It is City policy to keep City-owned infrastructure in good operating condition, to keep
35 systems operating in a safe condition, and to plan for and support a multimodal
36 transportation system that moves people and goods safely and efficiently.

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39 **Racial Equity Impact Summary**

40 The project was chosen because it is the oldest road within the City’s jurisdiction. It is
41 overdue for replacement and is the last County turnback road which needs to be brought
42 up to City standards. There is not currently another city road in need of full replacement,
43 regardless of community demographics. The project will benefit all residents and property
44 owners in the area by providing improved pavements, improvement to stormwater runoff,
45 and an ADA-compliant pathway to provide safer and better connection to nearby parks and
46 paths. Special Assessments levied are typically payable over 10 years; however, there is
47 an established process to apply for hardship deferral of payments.

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50 **Budget Implications**

51 The \$2,000,000 estimated project costs have been budgeted for in the Capital
52 Improvement Plan for 2024 construction. Assessments are per the adopted Special
53 Assessment Policy.

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EXPENDITURES	
Street construction	\$1,250,000
Pathway construction	\$200,000
Stormwater improvements	\$425,000
Sanitary sewer repairs	\$25,000
Watermain repairs/improvements	\$100,000
Estimated total expenditures	\$2,000,000

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REVENUE	
Municipal State Aid Funds	\$784,000
Street Fund	\$500,000
Stormwater Fund	\$425,000
Sanitary Fund	\$25,000
Water Fund	\$100,000
Special Assessments	\$166,000
Estimated total revenue	\$2,000,000

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58 **Staff Recommendations**

59 Staff recommends that City Council orders these proposed public improvements.

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

* * * * *

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City
2 of Roseville, County of Ramsey, Minnesota, was duly held on the 6th of November,
3 2023, at 6:00 o'clock p.m.

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

5 Councilmember introduced the following resolution and moved its adoption:

6 **RESOLUTION NO.**

7 **ORDERING THE IMPROVEMENT AND PREPARATION OF PLANS AND**
8 **SPECIFICATIONS FOR COUNTY ROAD B BETWEEN EUSTIS STREET AND**
9 **CLEVELAND AVENUE**

10 WHEREAS, a resolution of the City Council of Roseville adopted October 23, 2023,
11 received the feasibility report and fixed a date for a Council hearing on the proposed
12 improvement of County Road B, between Eustis Street and Cleveland Avenue; and

13 WHEREAS, a minimum of ten days mailed notice and two weeks' published notice of
14 the hearing was given, and the hearing was held thereon on November 6, 2023, at which
15 time all persons desiring to be heard were given an opportunity to be heard thereon

16 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
17 Minnesota, that such improvement is necessary, cost-effective, and feasible as detailed in
18 the feasibility report;

19 AND BE IT FURTHER RESOLVED, that such improvement is hereby ordered as
20 proposed in the council resolution adopted November 6, 2023;

21 AND BE IT FURTHER RESOLVED, that the City engineer shall prepare plans and
22 specifications for the making of such improvement;

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

26 WHEREUPON said resolution was declared duly passed and adopted.
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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 6th day of November, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 6th day of November, 2023.

Patrick Trudgeon, City Manager

(SEAL)

AGENDA FOR PUBLIC IMPROVEMENT HEARING
County Road B Reconstruction Pursuant to Minnesota Statute §429

- A. Mayor calls the meeting to order and announces the purpose of the meeting and format for the hearing. "This is a public improvement hearing to consider whether public improvements should be constructed. The decision before the City Council is whether to proceed with the public improvement project. A final decision will not be made at this time regarding the assessment rates or how the project costs will be allocated. That will be done at a separate assessment hearing after the project is completed."

"These projects were initiated as a result of staff recommendation. For staff initiated projects or projects not petitioned by more than 35% of affected property owners, for the project to be ordered a 4/5 vote of the City Council will be necessary. The Council will consider a resolution ordering the improvement or continuing the hearing to a specific future date."

THE FOLLOWING AGENDA CAN BE USED AS THE FORMAT FOR THE PUBLIC HEARING:

- B. City Manager comments including, brief description of the proposed improvement, published and mailed notices, and written objections to the proposed improvement.

It is suggested that the City Manager should make a general comment regarding the published and mailed notices. This should include the following language:

"Published and legal mailed notices have been provided for this public hearing. Legal notices appeared in the city's legal newspaper, *The Pioneer Press*, on October 25 and November 1, 2023. Mailed notices were sent on October 25, 2023. Affidavits of publishing and mailing are available in the office of the City Engineer."

Prior to the hearing proceeding, the City Manager should will acknowledge all written comments have been included in the council packet.

- C. City Engineer by this time has provided specific information for vacations including a description and proposed resolution.

- D. Mayor opens hearing to public. It is suggested that the following comments be made by the Mayor:

"In an attempt to provide everyone an opportunity to be heard and yet conduct the hearing in an efficient manner, we would suggest that rules be used for the hearing for this project. These would include the following:

1. Individuals should identify themselves by giving their name and address and should speak into the microphone.
2. Each speaker should limit questions and comments to three minutes.
3. No person will be heard for a second time.
4. Be courteous. No comments from audience or applause during question/comment period.

- E. Mayor closes hearing.

After all citizen comments have been completed, the Mayor should indicate that the public hearing is closed and turn the hearing over to the City Council for action.

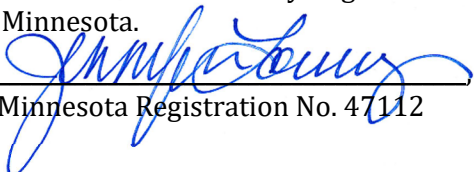
- F. Council action on improvement: Resolution ordering the improvement and preparation of plans and specifications for the project. Note: a four-fifths vote is required for resolution approvals (Resolutions provided by City Engineer.)

County Road B Reconstruction Feasibility Report



Prepared by: Jennifer Lowry, P.E.
City Engineer
City of Roseville, Minnesota

I hereby certify that this feasibility report was prepared by me or under my direct supervision and that I am a duly Registered Professional Engineer under the laws of the State of Minnesota.

 P.E. 10/18/2023 Date
Minnesota Registration No. 47112

COUNTY ROAD B RECONSTRUCTION FEASIBILITY REPORT TABLE OF CONTENTS

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INTRODUCTION

On January 31, 2022, the Roseville City Council adopted Resolution No. 11878 ordering the preparation of a Feasibility Report for the reconstruction County Road B from its western terminus at Eustis to Cleveland Avenue, a total of 0.84 miles in length. This report details that investigation.

County Road B was constructed in the 1950's and most recently resurfaced in 2007. Following the August 2007 collapse of the I-35 W bridge over the Mississippi River, Minnesota Department of Transportation (MnDOT) took steps to aid in a more efficient operation of Trunk Highway (TH) 280 which included closing access from County Road B (then also known as County State Aid Highway 25). The removal of access to TH 280 made that segment of County Road B west of Cleveland Avenue a dead-end street and a non-conforming County State Aid Highway, and compelled Ramsey County to remove it from its County State Aid Highway system. County Road B from its western terminus to Cleveland Avenue was determined to serve a local function only. In August 2014, this segment of County Road B changed jurisdiction from Ramsey County to the City of Roseville.

As with other County turnback roads, County Road B, from Cleveland to Fulham, was added to the City's Municipal State Aid system (MSA) in 2021 and is eligible for funding through the City's portion of state gas tax revenues. If MSA dollars are to be used, the roadway must be constructed in accordance with MSA roadway standards. The section of County Road B west of Fulham is not eligible for MSA and will remain a non-MSA city street.

The proposed project includes full depth reconditioning of the street, the construction of non-motorized transportation infrastructure consistent with the City's Comprehensive and Pathway Master Plans, and public utility improvements.

It is expected that if this improvement is approved, the work will start in the spring of 2024, with substantial completion in the fall of 2024. The project was initiated by council/staff as part of our Pavement Management Program. As outlined by state law, projects initiated by council/staff require a 4/5 vote by the City Council for approval.

PUBLIC ENGAGEMENT

The public engagement process for this proposed project consisted of four neighborhood meetings in 2021-2023. Meeting notices were mailed in advance to all property owners and tenants in the area bound by Highway 26 to the north, Highway 280 to the west, Cleveland Avenue to the east and the Midland Hills Golf Course to the south. Materials shared at the meetings were also shared on the project webpage.

The first meeting was a virtual Zoom meeting held at 6:00 p. m. on June 17, 2021, where staff presented information regarding the proposed reconstruction project, construction process and assessment policy. Residents provided input regarding neighborhood concerns along the corridor. Among these were: 48 accounts signed into the Zoom meeting.

A parking survey was done August 24 through September 10, 2021. Staff sent a parking survey to residents on County Road B and the adjacent neighborhoods to gauge the needs for parking.

The second meeting was on September 16, 2021 at Lexington Park, where staff showed the residents four proposed street designs (options A-D), and parking survey and speed count information. Attendees from six addresses signed in at the meeting. The following layouts were shared at the meeting:

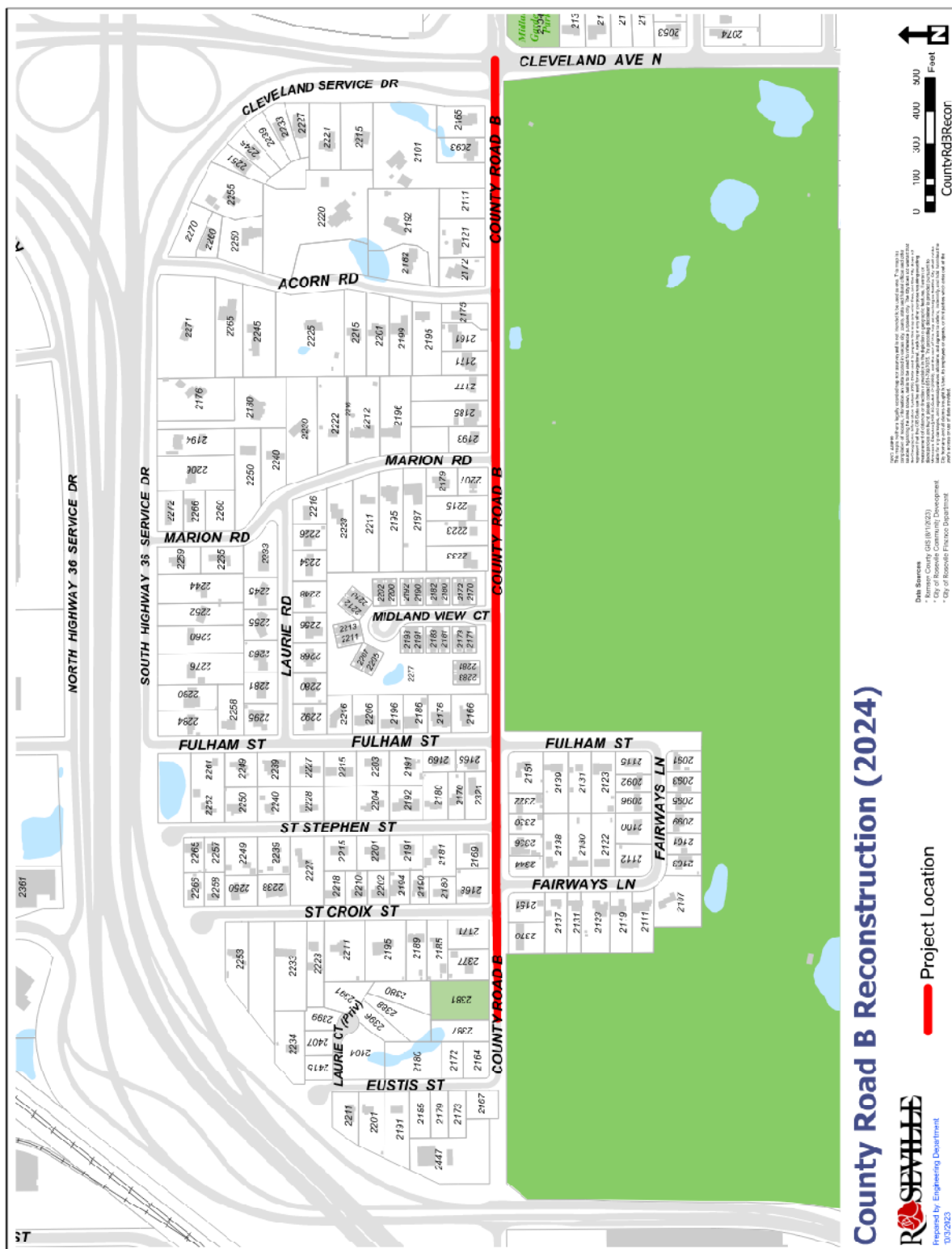
- Option A: 12' drive lanes, 6' boulevard, 8' trail; trail on south side east of St Croix and on the north side west of St. Croix.
- Option B: same as Option A plus a few 7' parking bays
- Option C: same as Option A plus medians on both sides of intersections at Acorn, Midland View, and Fulham.
- Option D: same as Option A except no curb on South side from roughly Cleveland to Fulham.

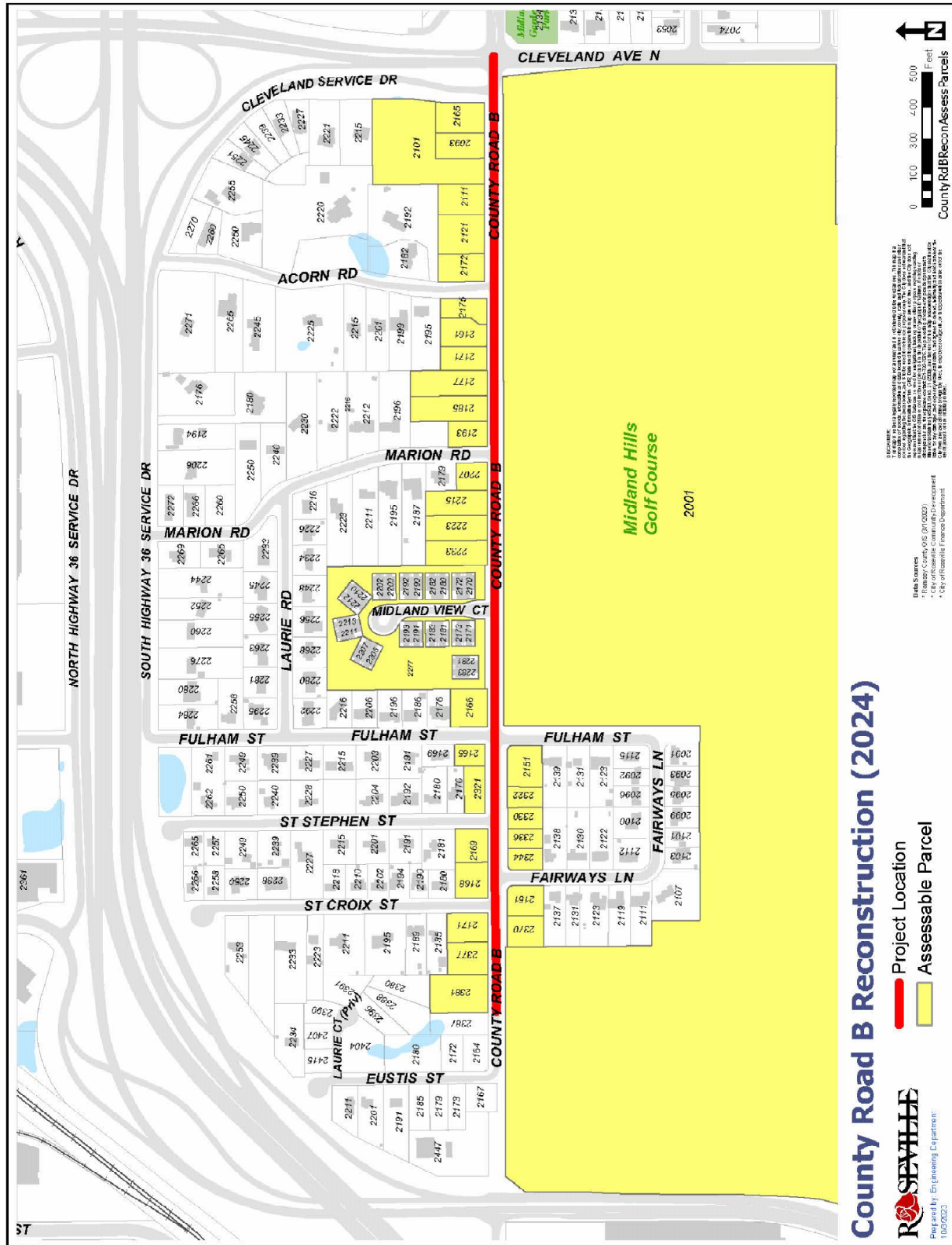
The third meeting was on August 16, 2022 at Roseville City Hall, where staff presented two layouts, proposed project funding and schedule, information on the assessment process, and a preliminary grading and drainage plan. Attendees from 19 addresses signed in at the meeting. The following layouts were shared at the meeting:

Concept B2 and Concept C2, without and with a center median respectively, both showed 12' drive lanes, 6' boulevard, 8' trail, and modified locations for 7' parking bays based on comments received from residents. The trail location west of Fulham was shown in different locations on the layouts - trail switched to north side either just west of Fulham or just west of St Croix. The decision on the trail location is independent of the decision of the presence/absence of a center medians. Additionally, Fulham south of County Road B was proposed to be shifted east as it approached the intersection to better align within the existing right-of-way and with Fulham north of the intersection.

The fourth meeting was held October 12, 2023 at Corpus Christi Catholic Church where the staff recommended layout, project's next steps and schedule, and assessment process were shared. Over 62 people signed-in at the meeting, but it appeared that attendance was closer to 80. This report summarizes the design elements that were discussed during the public engagement process and the input received from the public.

Project 24-02





CONCLUSIONS & RECOMMENDATIONS

The following is a summary of the recommendations discussed in this report.

- A. All portions of the project proposed are feasible.
- B. Estimated project cost and proposed funding:

EXPENDITURES

Street construction	\$1,250,000
pathway construction	\$200,000
stormwater improvements	\$425,000
sanitary sewer repairs	\$25,000
watermain	
repairs/improvements	\$100,000
Estimated total expenditure	\$2,000,000

REVENUE

Municipal State Aid Funds	\$784,000
Street Fund	\$500,000
Stormwater Fund	\$425,000
Sanitary Fund	\$25,000
Water Fund	\$100,000
Special Assessments	\$166,000
Estimated total revenue	\$2,000,000

- C. Construct the project in 2024
- D. Construct an 8 foot wide bituminous path along the south side of County Road B from Cleveland to Fulham, then crossing to the north and continuing to the new city park.
- E. Provide a 6 foot wide grass boulevard to separate the pathway from the roadway for most of the corridor.
- F. Install a four-way stop the CR B and Fulham intersection.
- G. Construct a 25 foot wide, bituminous street with concrete curb and gutter
- H. Provide 3-4 parking bays to accommodate 3-6 vehicles each
- I. Repair sanitary sewer and watermain infrastructure along the corridor as needed.
- J. Construct storm sewer improvements to address water quality, meet watershed requirements, and address drainage concerns along the corridor.
- K. Schedule a public improvement hearing for the County Road B project on Monday, November 6, 2023.

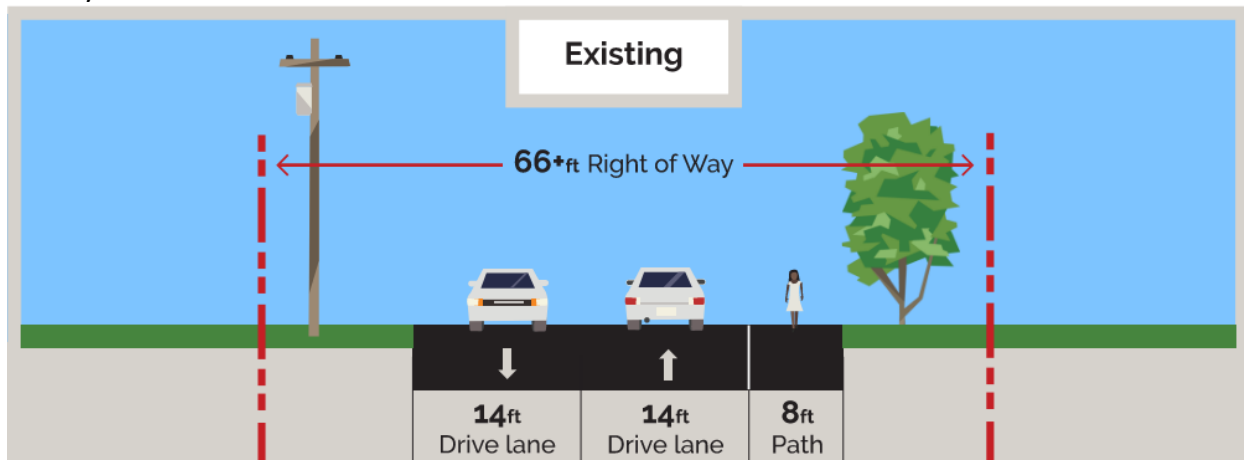
EXISTING CONDITIONS

County Road B is a Collector Street and west of Fulham it is on the City's Municipal State Aid Street (MSAS) system. This roadway was a Ramsey County facility until 2014 when it was officially transferred over to the City's jurisdiction. The properties that abut the road are a part of a mature neighborhood. Land uses in this corridor are as follows:



- LDR (Low Density Residential)
- LMDR (Low to Medium Density Residential): The twinhomes on Midland View Court, the apartment building at the west end of the corridor, and a few undeveloped parcels on the east side of Eustis.
- PR (Parks and Open Space): Midland Hills Golf course is located south side of County Road B and the new city park is located at the west end of the project on the north side of County Road B.

The existing pavement width of the roadway varies in from 32 to 40 feet wide. The road is effectively 32 feet wide with two 14 foot drive lanes and an 8 foot bituminous pathway. The road was constructed in the 1950's and most recently resurfaced in 2007. This County Road B section is primarily a rural design with some gravel shoulders where parking occurs on the north side. The segment has minimal or no ditches. There are some areas where drainage is insufficient and little treatment of stormwater runoff. None of the intersections west of Cleveland, nor the roadway segments have significant crash history.



Special Considerations

- A. Street Design
 - 1. Pavement

The existing pavement width of the roadway varies in from 32 to 40 feet wide. The road is effectively 32 feet wide with two 14 foot drive lanes and an 8 foot bituminous pathway.

From the pavement study, the existing street sections consists of surficial bituminous pavement ranging in thickness from about 3½ to 5½ inches overlying apparent aggregate base materials consisting of silty sands with gravel and gravelly silty sands. The apparent aggregate base material varied from about 6 to 10 inches in thickness. The pavement shows signs of distress, such as transverse and longitudinal cracking, and alligator cracking. There is evidence of previous maintenance, including patching and seal coating. The current Pavement Condition Index rating was 61-75 (Scale 0-100) for from a June 2020 automated survey, however, due to extensive patching in the corridor a 2023 manual rating put several road segments in the 40-60 range.



2. Pathway

The pathway was paved in 2014, at street grade, along the south edge of County Road B. Break away plastic bollards were placed along the double white line for a handful of summers. Bollards are no longer in place.

3. Parking

Parking is currently allowed on the north side of County Road B and on both sides of most side streets. Parking is not allowed on Acorn nor Eustis due to the narrow width of those roadways. There are some areas on the north side of CR B with informal gravel shoulders used for parking. Only occasionally on-site visits has staff noted vehicles parked on the gravel shoulders.

4. Road Alignment

The existing right-of-way varies from 66-88 feet wide. The existing pavement width of the roadway varies in from 32 to 40 feet wide. Given the variability of the right-of-way and pavement widths, the road's centerline is not consistently located in the center of the right-of-way. There are minimal horizontal curves on the existing roadway. Minor vertical curves exist and may need to be adjusted to meet current design standards.

The project corridor has ten street intersections. The intersections and their traffic control are noted below.

- Eustis St was recently reconstructed with the Midland Legacy developments to be an uncontrolled intersection. Reconstruction of County Road B is proposed to start about 200 feet east of the intersection.
- St Croix Street, Fairways Lane, St Stevens Street, Midland View Court N, Marion Road, Acorn Road and Cleveland Service Drive are all streets that tee into County Road B with a stop control only on the side street approach, not on County Road B.
- The intersection with Cleveland is a fully signalized intersection and is not a part of this project's scope.

5. *Traffic Management*

County Road B serves as a minor collector road. Traffic from the neighborhoods to the north and south must use it to get to Cleveland – the only outlet for the neighborhood.

The traffic volume, while high for typical residential streets, is in line for a collector road.

Traffic counts were collected in 2005 (before the TH 280 closure) at 2,650 vehicles per day. In 2007 (after the disconnection from TH 280) there were 1,300 vehicles per day. Speed data was collected in 2019. The 85th percentile speed was determined to be nearly 36 mph. The 85th percentile speed is the speed at which 85% of the traffic is travelling. This segment is signed 30 mph.

Residents noted there are many large trucks that still use the corridor and need to turn around once they realize it no longer connects to TH 280. For this reason, and the address the speeding concerns, there is a desire to make it look less like a County Road. There has also been interest in renaming of the street, for which a process is being developed and will be shared with the requestors when it is available.

B. Stormwater

Stormwater runoff from the road is sheet flow into yards where the boulevard has not been bermed and planted. A few formal and informal rain gardens exist along the corridor. Historic drainage issues have resulted in the city installing drain tile and or storm sewer inlets within the right-of-way/boulevards to prevent standing water after large events. Runoff receives treatment where it percolates into soils, but where picked up by existing storm sewer, some received treatment in existing drainage pond to the northwest of the project. The existing storm sewer along side streets has some capacity remaining. There is room for improvement when addressing existing routing and treatment of existing.

C. City of Roseville Watermain

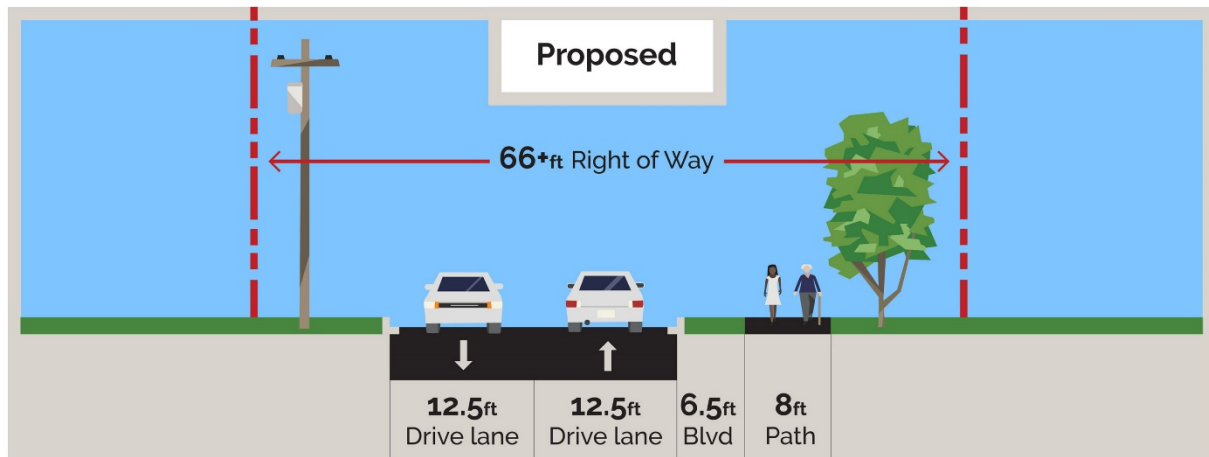
Watermain exists in the corridor and serves all parcels/residents.

D. City of Roseville Sanitary Sewer

- Sanitary sewer along the corridor and serves all parcels/residents.
- E. Private Utilities
- Gas, electric and communications/fiber exist along the corridor. Some are buried and some exist overhead on poles running along the northern right-of-way. Residents have commented on the high frequency which the pole mounted utilities have fallen and on the high frequency that utility crews work on the utility cabinet located along the corridor.
- As with all water and sewer services in Roseville, the property owner owns the service from their building to the watermain or sewer main located in the right-of-way.
- F. Driveways
- As a part of plan preparation, staff will review the size, location and material of all existing driveways in an effort to bring them into conformance with City Code at the time of reconstruction. This primarily means that driveways will be a maximum of 26 feet wide within the right-of-way.
- G. Trees
- A city-wide tree inventory of city owned trees is being completed by the Parks and Recreation Department and will be shared with Public Works. Impacts to or remove of trees will be evaluated in detail design. In 2023 the Northern Long Eared Bat has been declared endangered and impacts to trees in potential nesting areas is discouraged during breeding season.

PROPOSED CONSTRUCTION

The project goals presented at the City Council meeting in 2022 included designing a street that fits the neighborhood and reduced speeds. During public engagement four design elements stood out and were debated during the preliminary design process: the presence of medians, the presence and location of parking, the location of an off-road pathway, and the Fulham Street intersection alignment. The recommended layout proposes the following elements and alignments. The reasoning behind the recommendations and more details on what was heard from public stakeholders is included in the next section of this report.



Pathway

- 8' wide asphalt pathway separated from the road by a grass boulevard
- Pathway on the south side from Cleveland Avenue to Fulham Street
- Pathway on the north side west of Fulham Street

Roadway

- New roadway pavement constructed to 25' wide
- No medians, except for small median at Cleveland Avenue
- New 4-way stop at Fulham Street
- No on-street parking allowed, except at four new parking bays
- No realignment of Fulham Street

Drainage

- Add concrete curb and gutter to route stormwater runoff into storm sewer
- Add daintile where needed to drain existing low spots within the right-of-way

The project's preliminary cost estimate is \$2,000,000. The roadway reconstruction portion of that, \$1,250,000, is proposed to be partially funded per the City's Special Assessment Policy. Residents will be assessed up to 25% of the cost of the roadway (not including pathway construction nor utility improvements). Since a portion of the project is proposed to be assessed, the Chapter 429 process must be followed.

Special Considerations

H. Street Design

1. Pavement

The proposal road is 25 feet from curb to curb, also explained as a 21 foot wide bituminous driving surface and two 2 foot wide concrete gutters. The project proposed to reclaim the existing pavement, so that the material can be reused as the new subgrade material. If unsuitable material is encountered beneath the existing pavement during construction, it will be removed and replaced with suitable backfill material. A 4 inch thick new bituminous surface is proposed.

Curb and gutter is proposed along the entire length of the County Road B reconstruction segment – see stormwater section below.

2. Pathway

An 8 foot wide bituminous pathway is proposed on the south side of County Road B east of Fulham and on the north side west of Fulham. Options discussed, since the second public engagement in 2021, crossed the trail from the north side to the south side of County Road B either at St. Croix or at Fulham.

Residents preferred different options; residents on the corridor west of Fulham typically preferred having the path on the opposite side of the road from their property. The recommended layout proposes to have the path crossing on the west leg of the County Road B and Fulham intersection. A new four-way stop sign is proposed at Fulham to provide a safer crossing than an uncontrolled crossing would be at St. Croix. Additionally, by shifting the trail to the north side beginning west of Fulham St, there should be less pedestrian crossings needed, especially for residents walking to the new park. Overall, staff believes the recommended pathway location is the safest location.

3. Parking

A parking survey was done August 24 through September 10, 2021. Staff mailed the survey to residents on County Road B and the adjacent neighborhoods to gauge the needs for parking. The desire for parking was fairly split between residents wanting one side of the street for parking (34%), some parking (32%) and fully eliminating parking on County Road B (34%). The parking bay proposed at the new park is designed to hold 6 cars, three other parking bays proposed along the corridor are each proposed to hold 3. While the survey indicated the parking is desired by over 60% of survey respondent, nobody seems to want it in front of their property. Since a reconstruction of a roadway is typically a 50 year decision and the design should not be completely driven by an individual property owner, staff has tried to balance feedback from residents, where parking is not allowed on side streets and/or the side street is further away from properties, and has proposed three locations along the corridor in addition to in front of the new park (at 2330/2322 County Road B, just west of Acorn Rd on the north side of County Road B, and between 2121/2101 County Road B).

4. Road Alignment

The alignment of the proposed road and path were updated from prior layouts to better mitigate impacts to residents – the recommended layout has small shifts in the road centerline to attempt to keep the proposed road and path atop the existing 32-40 foot paved surface.

Fulham south of County Road B is offset within the existing right-of-way and offset from Fulham north of County Road B. Realignment of the southern leg was considered to provide safety improvements as offset intersections are inherently

less safe. There was substantial push back from the Midland Hills Golf Course and various residents and/or members of the club as it would cause a cascade of impacts to the golf course if they would need to relocate their cart path outside of the right-of-way (which currently exists in the right-of-way via an encroachment permit). Staff is no longer pursuing the realignment due to the low crash history at the intersection, the minimal number of movements that cross County Road B on Fulham, and the safety improvement proposed with the installation of a four-way stop.

5. *Traffic Management*

Narrowing the roadway is anticipated to reduce driver speeds. Medians were discussed as an option in prior meetings, but they provide nominal traffic calming, especially when compared to their added construction costs and additional required maintenance effort. The only median in the recommended layout is a short layout located at Cleveland that will still provide full access to the Cleveland Service Drive while allowing for some plantings and creating a gateway that alerts drivers to a corridor that differs from east of Cleveland. Additionally, the proposed four way stop at Fulham, although not a traffic calming device, will reinforce that pedestrians have right of way when crossing the street and provide for a safer crossing.

I. Stormwater

Stormwater runoff will be captured by the new curb and gutter throughout the corridor. It will be routed into existing and new stormsewer. Opportunities to provide curb cuts and allow for runoff to enter roadside raingardens will be considered during detail design. Draintile will or storm sewer will be added to drain existing low spots as needed. Erosion control during construction will be done in accordance with regulations and to maintain water quality.

J. City of Roseville Watermain

Replacement of the watermain is not proposed with the project, however watermain structures, such as manholes, valves and hydrants, may be adjusted or replaced with the project. Providing a new watermain from County Road B to the existing watermain on the Cleveland Service Drive will be considered during detail design. Providing this connection will provide a better network for the water.

K. City of Roseville Sanitary Sewer

The existing manholes and other structures will be adjusted and repaired as necessary for this project. The intent is to line the sanitary sewer mains in advance of the project.

L. Private Utilities

Private utility companies have been notified that this project is being considered for construction in 2024. It is their responsibility to relocate facilities within the right-of-way that interfere with the City's proposed project. Resident comments about the high frequency of lines down and service to the utility cabinets will be discussed

with the providers during detail design. Note that no private sanitary service work will be included in the project scope so any residents who have settled or cracked sanitary sewer services are encouraged to have their service repaired as needed prior to construction start.

M. Driveways

As a part of plan preparation, staff will review the size, location and material of all existing driveways in an effort to bring them into conformance with City Code at the time of reconstruction. This primarily means that driveways will be a maximum of 26 feet wide within the right-of-way. Staff will work with residents to provide a final design that minimizes any additional impact to existing driveways and minimizes stormwater runoff that traverses down the driveways from the roadway.

N. Trees

Impacts to or remove of trees will be evaluated and minimized during detail design. How we bid and contract any tree removals will be consider new requirement related to the endangered Northern Long Eared Bat.

O. Permits

Permits may be required for the proposed project, including by not limited to:

- NPDES Erosion & Storm water - Minnesota Pollution Control Agency (MPCA)
- Stormwater Permit – Rice Creek Watershed District
- Right-of-way Permit - Ramsey County

During final design for the project, City staff will coordinate verify the need for permitting and work with respective agencies to ensure all requirements are met.

FINANCIAL IMPACT

A. Preliminary Expenditures

EXPENDITURES

Street construction	\$1,250,000
pathway construction	\$200,000
stormwater improvements	\$425,000
sanitary sewer repairs	\$25,000
watermain repairs/improvements	\$100,000
Estimated total expenditure	\$2,000,000

B. Proposed Revenue

The \$2,000,000 estimated project costs have been budgeted for in the Capital Improvement Plan for 2024 construction. Assessments are per the adopted Special Assessment Policy.

REVENUE

Municipal State Aid Funds	\$784,000
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Street Fund	\$500,000
Stormwater Fund	\$425,000
Sanitary Fund	\$25,000
Water Fund	\$100,000
Special Assessments	\$166,000
Estimated total revenue	\$2,000,000

C. Special Assessments

State Statute 429 has two major points to consider when justifying assessments, first, the assessment has to treat similar properties equally, and second, the amount of the assessment has to be equal to or less than the resulting increase in property value. The adopted Special Assessment Policy was used to calculate the preliminary assessment roll shown in Appendix A. Per the policy, the city had an outside consultant perform a special benefit opinion for residential properties. The preliminary assessment roll shows the calculated assessment, the special benefit opinion, and the preliminary assessment proposed for each parcel eligible for special assessments. Assuming this project is completed by fall 2024, the final assessment amount would be determined following an assessment hearing in late 2024/early 2025 and a thorough review of the proposed assessments by the Council.

SCHEDULE

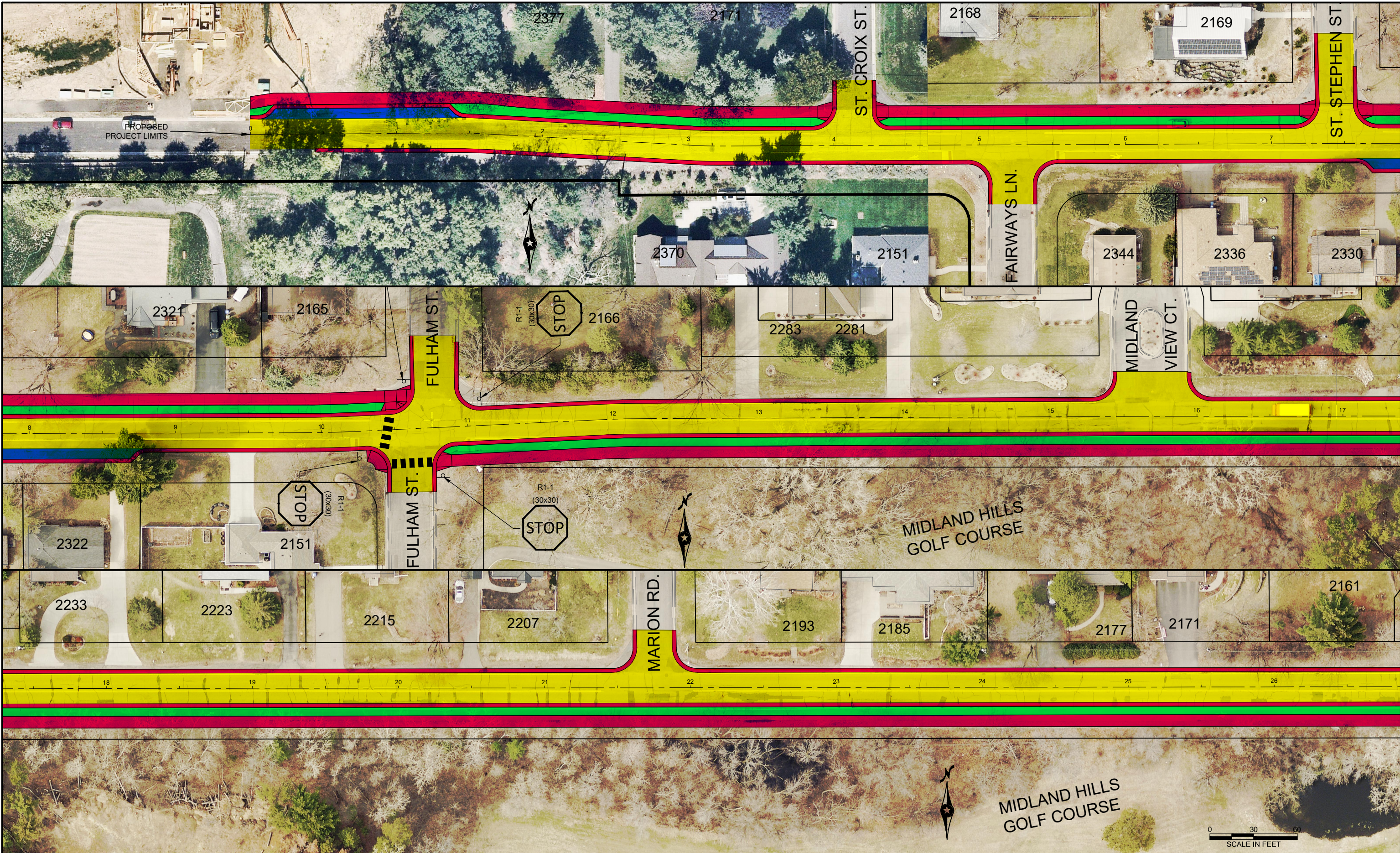
If the City Council approves the project for construction the following is the recommended schedule for this project.

- November 6, 2023 - CC Improvement Hearing
- Winter 2023 - Final Design
- January/February 2024 – CC for approval of Final Plans
- Summer/Fall 2024 – Construction
- Winter 2024 – CC Final Assessment Hearing

#24-02 County Road B Reconstruction Project
Preliminary Assessment Roll 10/18/2023

Estimated Assessable Project Cost	\$1,250,000.00
Total Frontage (feet)	6688
Assessment Rate (100%)	\$ 186.90
Residential Assessment Rate (25%)	\$ 46.73
Other Zoning Assessment Rate (50%)	\$ 93.45

ParcelID	CountySiteAddress	Adjacent Footage	% Assessable	Assessable Footage	Assessment Rate	Assessment \$	Proposed Assessment	special benefit opinion
082923440006	2165 CLEVELAND AVE N	120	100%	120	25%	\$ 5,588.83	\$ 3,900.00	\$ 3,900.00
082923440007	2093 COUNTY ROAD B W	100	100%	100	25%	\$ 4,672.55	\$ 4,672.55	\$ 10,100.00
082923440021	2101 COUNTY ROAD B W	100	100%	100	25%	\$ 4,672.55	\$ 3,100.00	\$ 3,100.00
082923440038	2111 COUNTY ROAD B W	120	100%	120	25%	\$ 5,607.06	\$ 5,607.06	\$ 9,800.00
082923440039	2121 COUNTY ROAD B W	150	100%	150	25%	\$ 7,008.82	\$ 7,008.82	\$ 9,800.00
082923440036	2172 ACORN RD	110	100%	110	25%	\$ 5,139.80	\$ 3,700.00	\$ 3,700.00
082923440042	2175 ACORN RD N	102	100%	102	25%	\$ 4,784.69	\$ 3,500.00	\$ 3,500.00
082923440041	2161 COUNTY ROAD B W	86	100%	86	25%	\$ 3,999.70	\$ 3,999.70	\$ 9,800.00
082923440040	2171 COUNTY ROAD B W	94	100%	94	25%	\$ 4,392.19	\$ 4,392.19	\$ 9,800.00
082923440019	2177 COUNTY ROAD B W	99	100%	99	25%	\$ 4,625.82	\$ 4,625.82	\$ 9,800.00
082923430013	2185 COUNTY ROAD B W	100	100%	100	25%	\$ 4,672.55	\$ 4,672.55	\$ 9,800.00
082923430015	2193 COUNTY ROAD B W	100	100%	100	25%	\$ 4,672.55	\$ 3,900.00	\$ 3,900.00
082923430058	2207 COUNTY ROAD B W	109	100%	109	25%	\$ 5,087.94	\$ 4,700.00	\$ 4,700.00
082923430043	2215 COUNTY ROAD B W	98	100%	98	25%	\$ 4,579.10	\$ 4,579.10	\$ 9,800.00
082923430044	2223 COUNTY ROAD B W	98	100%	98	25%	\$ 4,579.10	\$ 4,579.10	\$ 9,800.00
082923430045	2233 COUNTY ROAD B W	98	100%	98	25%	\$ 4,579.10	\$ 4,579.10	\$ 9,800.00
082923430105	2277 COUNTY ROAD B W	408	100%	408	25%	\$ 19,064.93		townhomes
082923430104	2283 COUNTY ROAD B W					\$ 866.59	\$ 866.59	townhomes
082923430103	2281 COUNTY ROAD B W					\$ 866.59	\$ 866.59	townhomes
082923430102	2171 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430101	2173 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430100	2181 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430099	2183 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430098	2191 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430097	2193 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430096	2205 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430095	2207 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430094	2211 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430093	2213 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430092	2212 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430091	2210 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430090	2202 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430089	2200 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430088	2192 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430087	2190 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430086	2182 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430085	2180 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430084	2172 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430083	2170 MIDLAND VIEW CT N					\$ 866.59	\$ 866.59	townhomes
082923430106	2166 FULHAM ST N	150	10%	15	25%	\$ 701.12	\$ 701.12	\$ 5,000.00
082923340052	2165 FULHAM ST	85	100%	85	25%	\$ 3,971.67	\$ 3,971.67	\$ 4,100.00
082923340054	2321 COUNTY ROAD B W	185	10%	19	25%	\$ 864.42	\$ 864.42	\$ 6,800.00
082923340059	2169 SAINT STEPHEN ST I	132	10%	13	25%	\$ 616.78	\$ 616.78	\$ 5,000.00
082923340058	2168 SAINT CROIX ST N	138	10%	14	25%	\$ 644.81	\$ 644.81	\$ 5,100.00
082923340048	2171 ST CROIX ST	115	100%	115	25%	\$ 5,373.43	\$ 4,100.00	\$ 4,100.00
082923340049	2377 COUNTY ROAD B W	122	100%	122	25%	\$ 5,700.51	\$ 5,700.51	\$ 9,800.00
082923340071	2381 COUNTY ROAD B	153	100%	153	50%	\$ 7,153.20	\$ 7,153.20	park
172923210018	2370 COUNTY ROAD B W	120	100%	120	25%	\$ 5,607.06	\$ 5,607.06	\$ 9,800.00
172923210017	2151 FAIRWAYS LN	119	100%	119	25%	\$ 5,560.33	\$ 4,500.00	\$ 4,500.00
172923210016	2344 COUNTY ROAD B W	83	100%	83	25%	\$ 3,854.85	\$ 3,500.00	\$ 3,500.00
172923210015	2336 COUNTY ROAD B W	80	100%	80	25%	\$ 3,738.04	\$ 3,738.04	\$ 9,300.00
172923210014	2330 COUNTY ROAD B W	80	100%	80	25%	\$ 3,738.04	\$ 3,738.04	\$ 9,300.00
172923210001	2322 COUNTY ROAD B W	80	100%	80	25%	\$ 3,738.04	\$ 3,738.04	\$ 9,300.00
172923210002	2151 FULHAM ST	163	10%	16	25%	\$ 761.63	\$ 761.63	\$ 5,300.00
172923120003	2001 FULHAM ST	2792	10%	279	50%	\$ 26,091.51	\$ 26,091.51	golf
totals		6688				\$ 175,842.74	\$ 166,007.77	
averages							\$ 2,630.33	



NO.	DATE	BY	DESCRIPTION OF REVISIONS

SURVEY
DRAWN DRT
DESIGNED
CHECKED
APPROVED
CITY PROJ. NO. 24-02



ENGINEERING DEPARTMENT

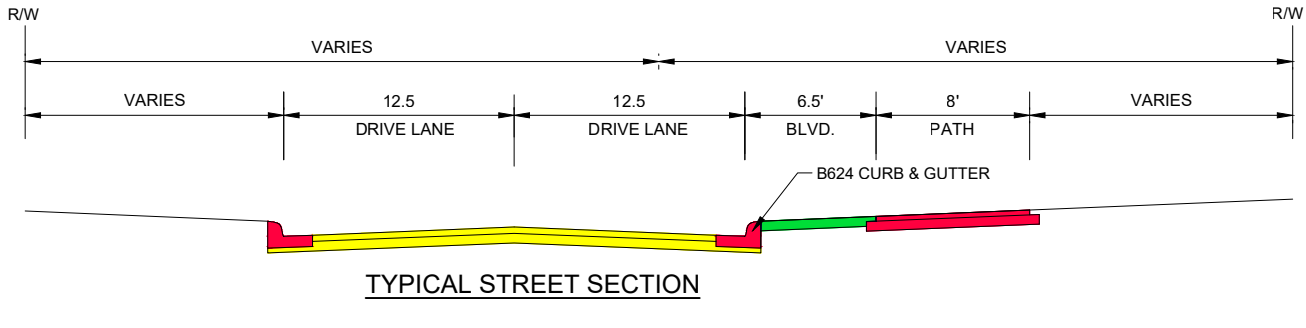
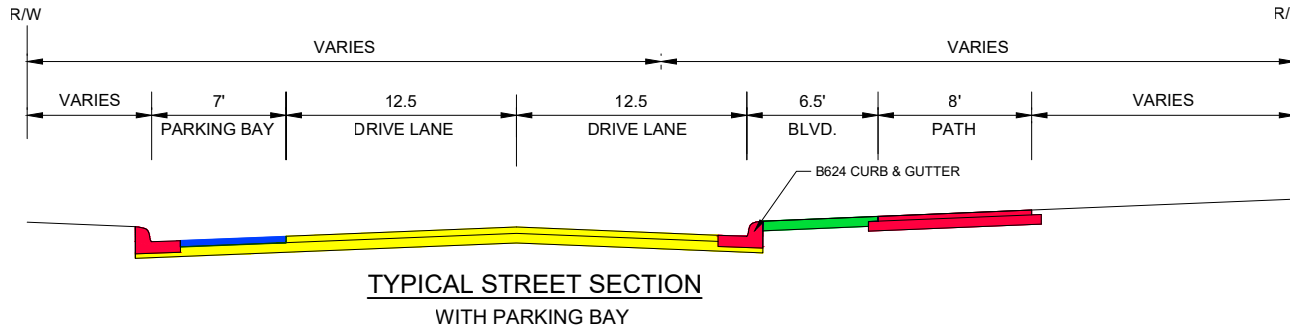
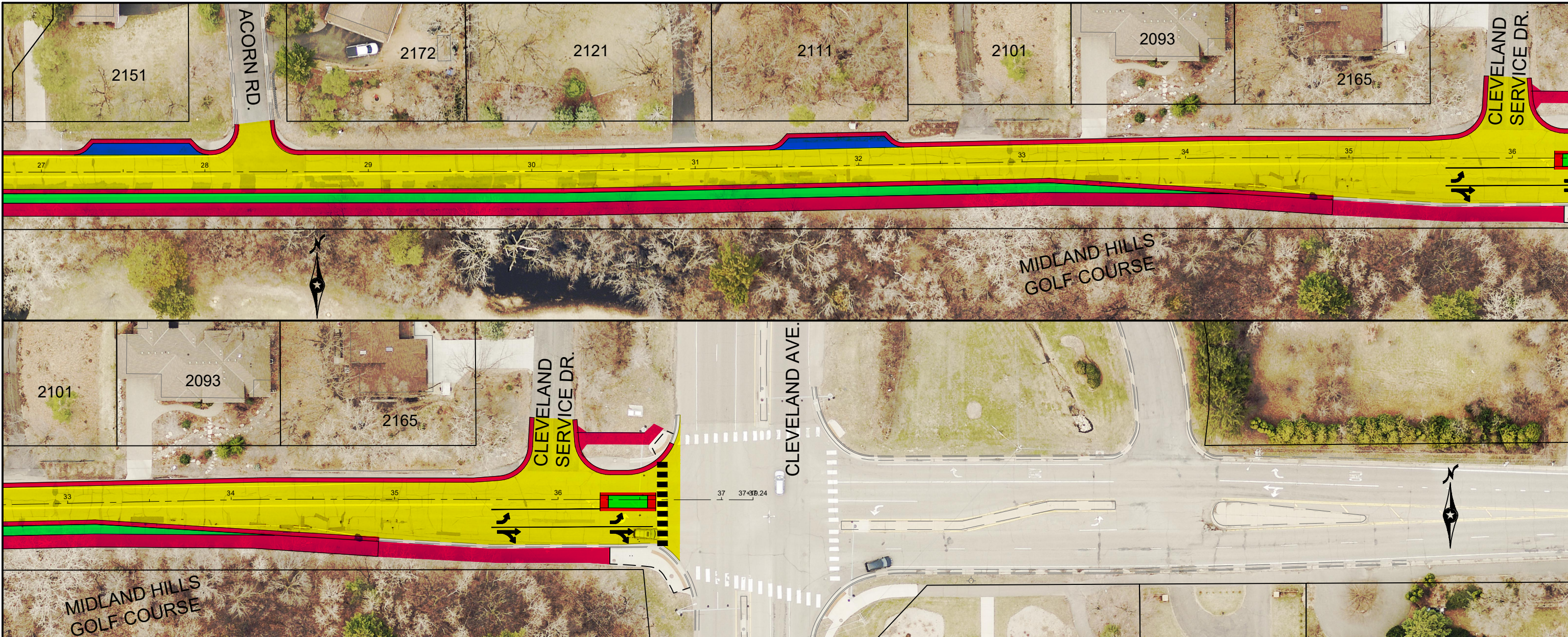
SAP NO.

12.5' WIDE DRIVE LANES
6.5' WIDE BOULEVARD
8' WIDE TRAIL
10/19/2023

COUNTY ROAD B RECONSTRUCTION
RECOMMENDED LAYOUT

SHEET NO.	
1	2
SHEET NO. OF SHEETS	

Plot Date: 10/23/2023
Drawing name: R:\public\works\CAD\Projects\2024\24-02_CountyRdBReconstruction\Drawings\Figure A_Council.dwg
Area: XSITE E&S T1, Border



Plot Date: 10/23/2023
Drawing name: F:\pub\work\cadd\Projects\2024\24-02_CountyRdReconstruction\Drawings\Figure A_Council.dwg
Xrefs: X:\SITE\24-02_11_Border

NO.	DATE	BY	DESCRIPTION OF REVISIONS

SURVEY	DRT
DRAWN	
DESIGNED	
CHECKED	
APPROVED	
CITY PROJ. NO.	24-02

ENGINEERING DEPARTMENT

SAP NO.

12.5' WIDE DRIVE LANES
6.5' WIDE BOULEVARD
8' WIDE TRAIL
10/19/2023

COUNTY ROAD B RECONSTRUCTION
RECOMMENDED LAYOUT

SHEET NO.	
2	2
SHEET NO.	OF SHEETS

COUNTY ROAD B RECONSTRUCTION

Public Works Department



County Road B

AGENDA

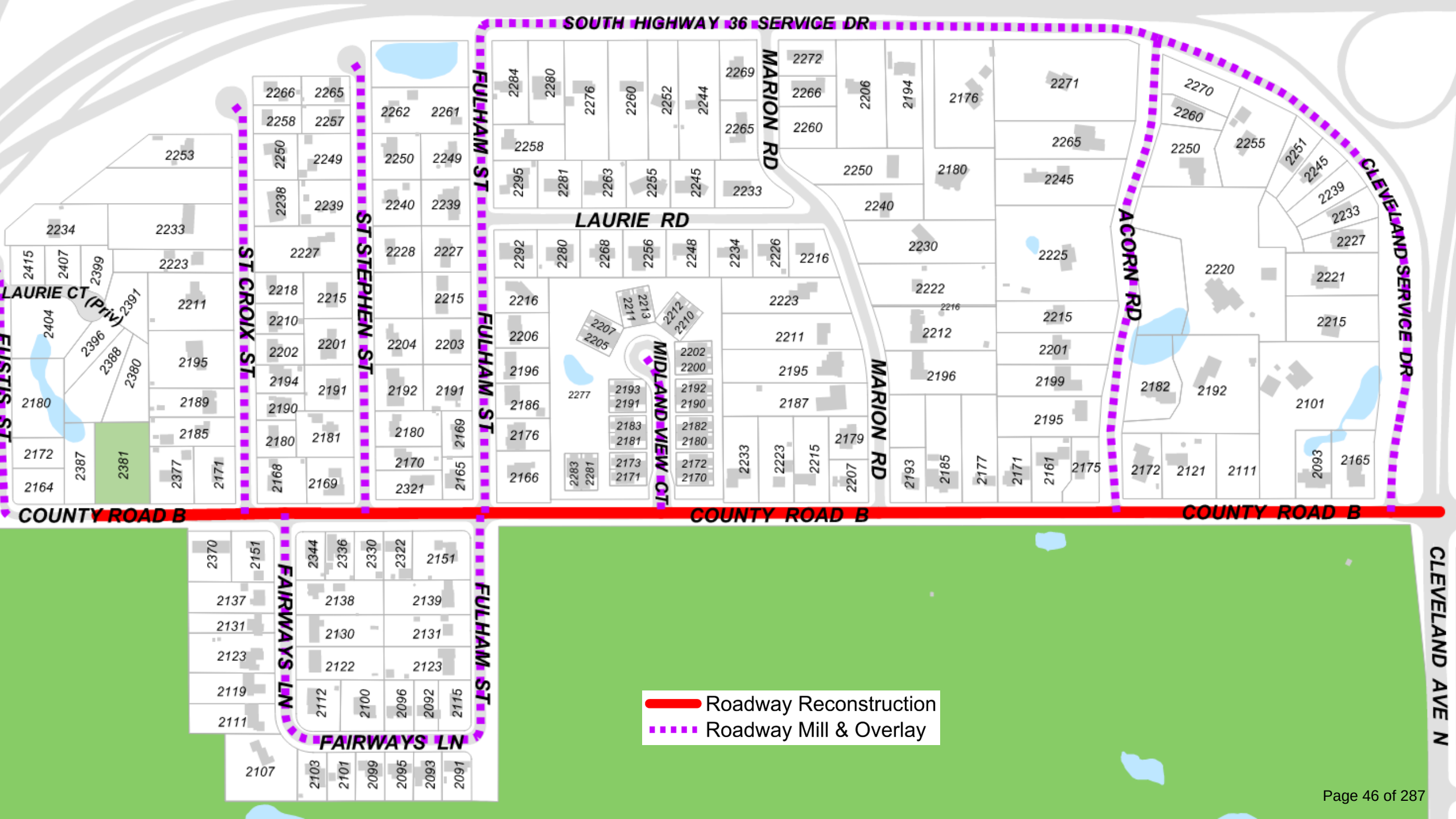
- History
- Project Scope & Location
- Public Engagement
- Design Elements
- Project Costs
- Project Funding
- Recommended Council Actions

County Road B Reconstruction

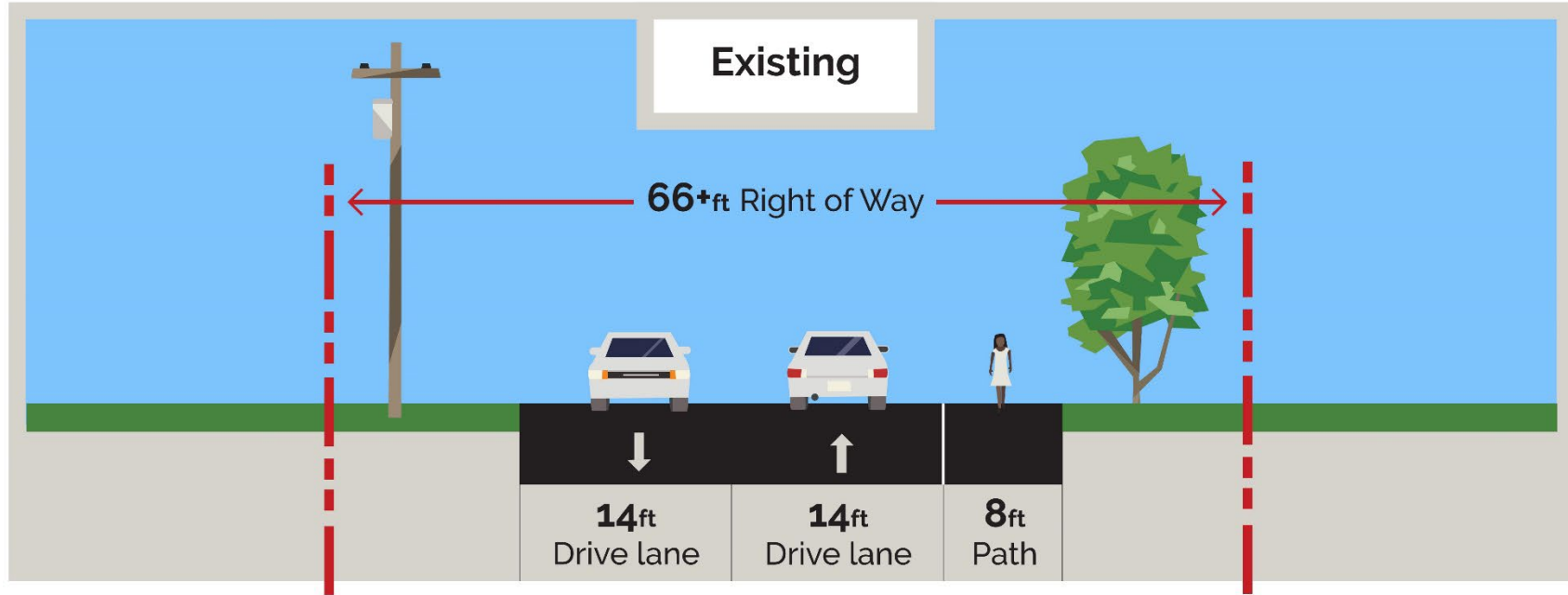
History

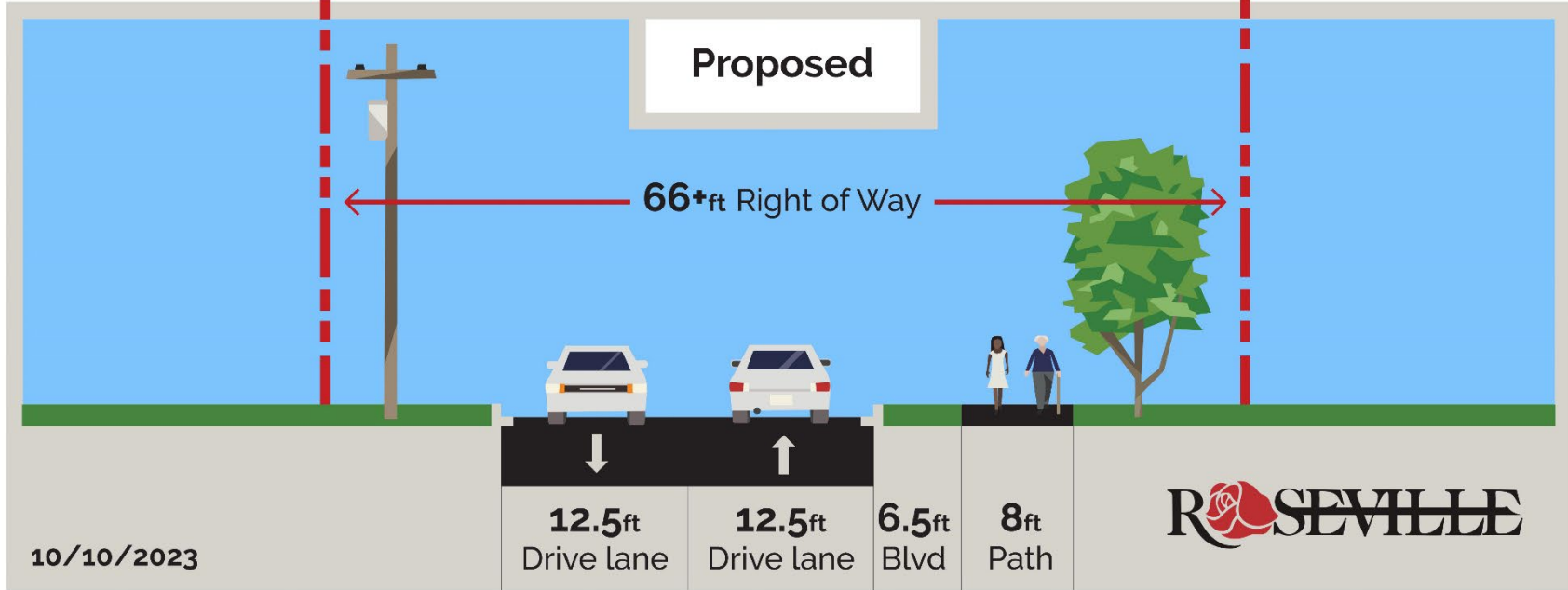
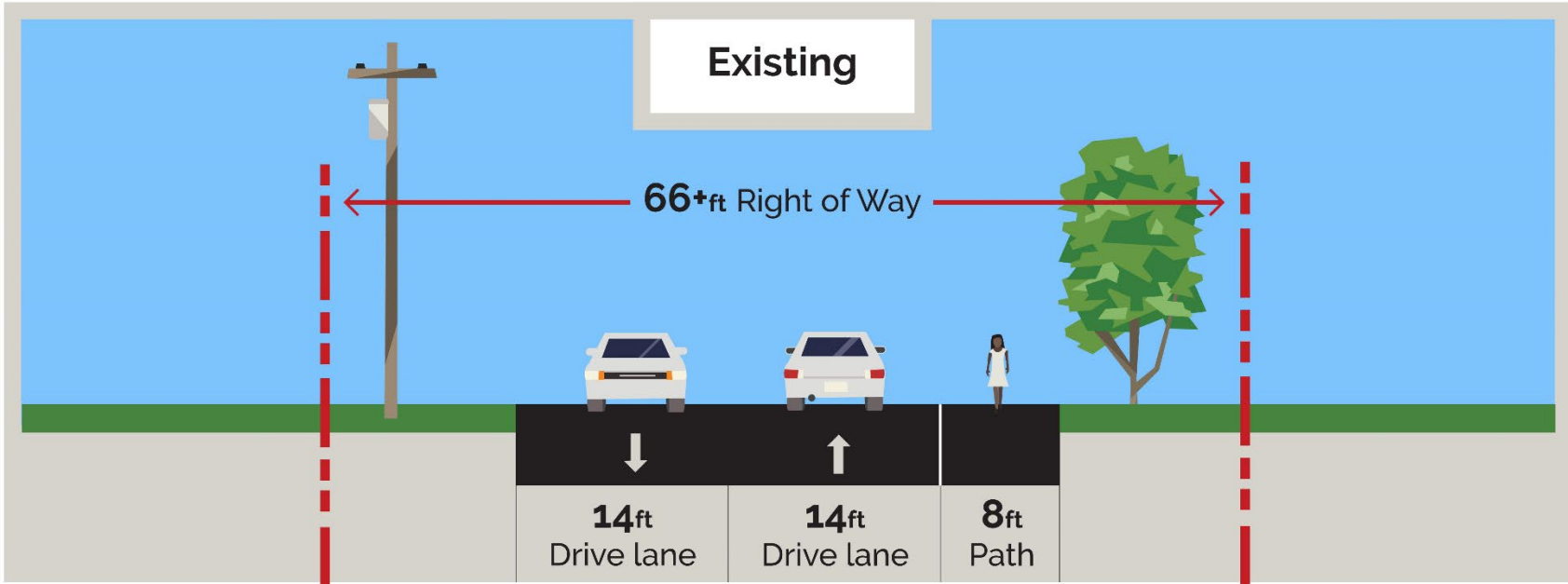


Constructed	1950
Disconnected from 280	2007
County Turnback	2014
Added to MSA	2021



- Roadway Reconstruction
- - - Roadway Mill & Overlay

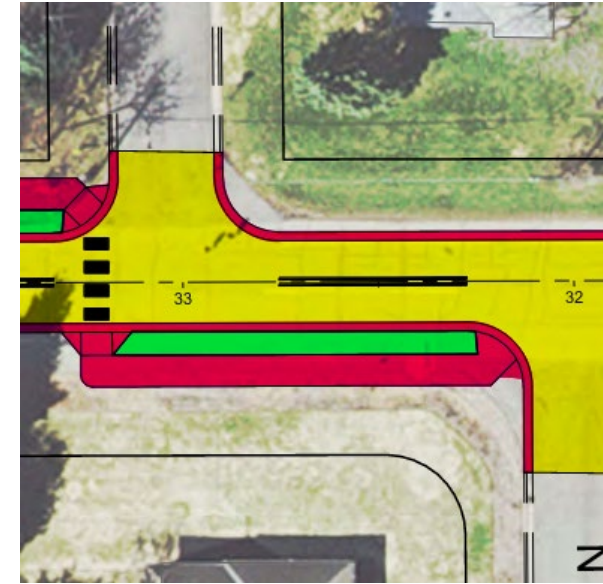




County Road B

DESIGN ELEMENTS

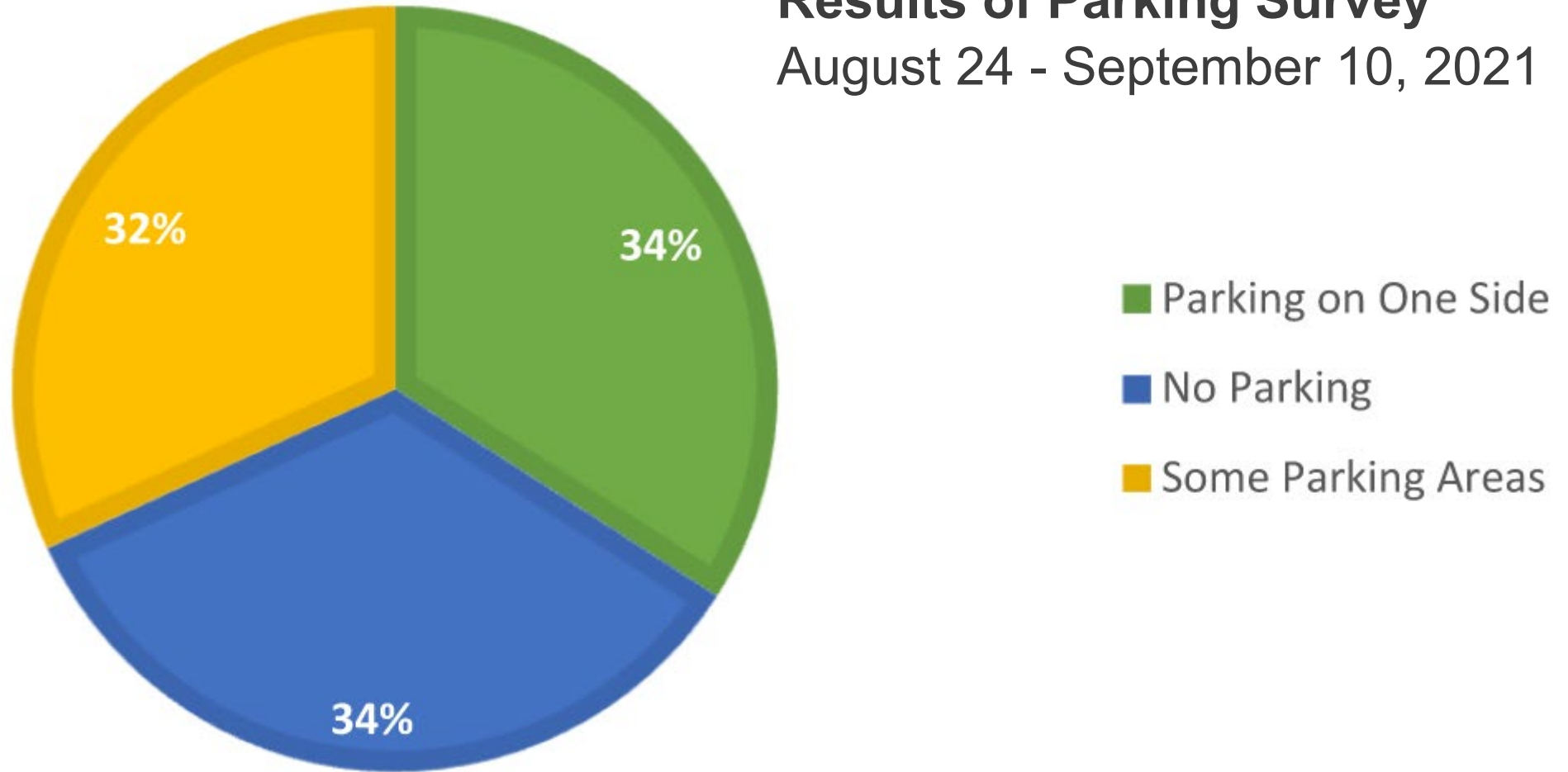
- Street Design
 - Pavement
 - *Pathway*
 - *Parking*
 - *Road Alignment*
 - Traffic Management (*medians*)
- Stormwater
- Watermain
- Sanitary Sewer
- Private Utilities
- Driveways
- Trees



Engagement Events

- June 17, 2021 Zoom meeting
- August 24 - September 10, 2021 Parking Survey
- September 16, 2021 at Lexington Park
- August 16, 2022 at Roseville City Hall
- October 12, 2023 at Corpus Christi Catholic Church

Results of Parking Survey
August 24 - September 10, 2021



County Road B

PUBLIC ENGAGEMENT

September 16, 2021 at Lexington Park

- Speed Study Results



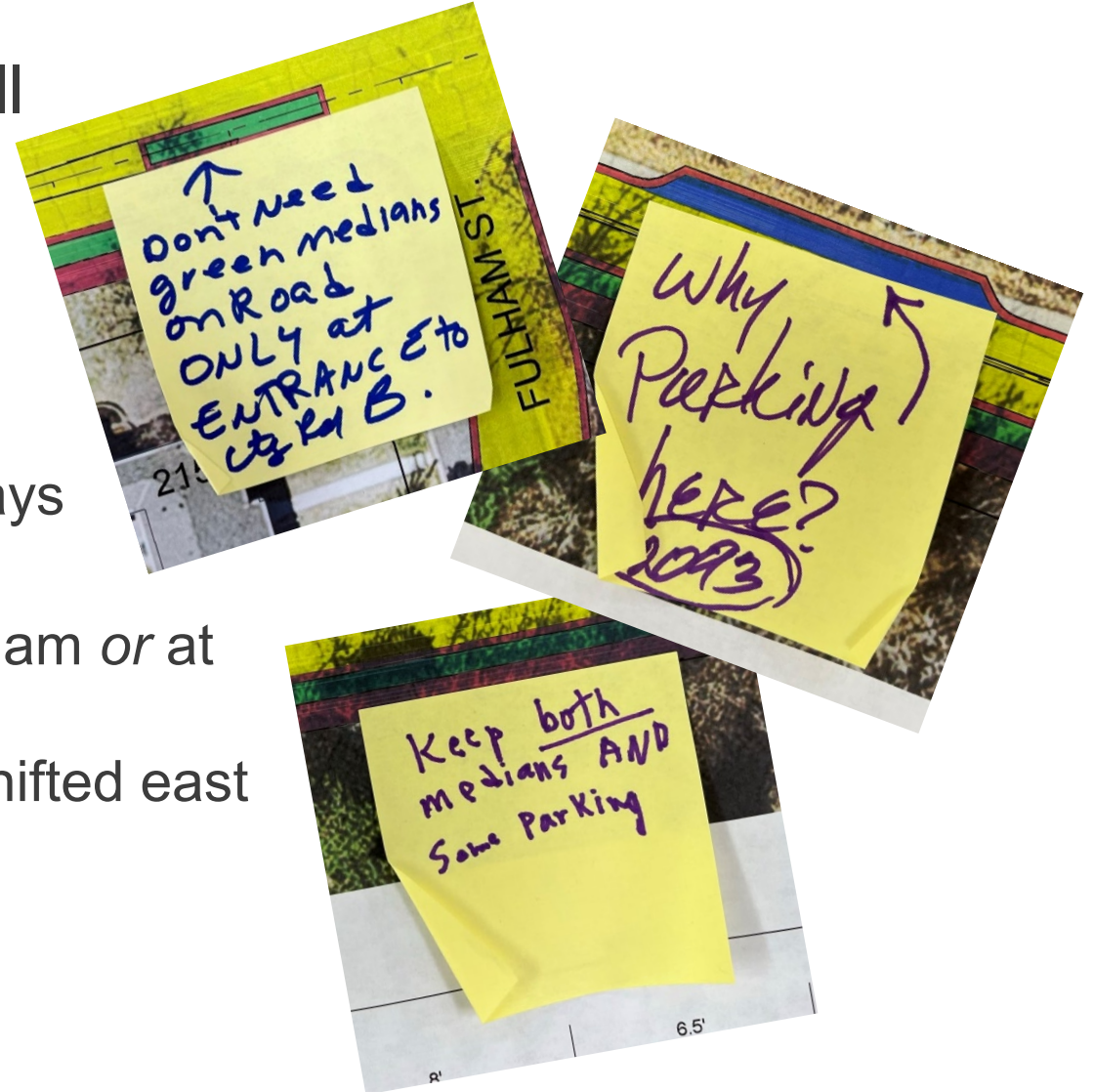
	Volume (Weekday ADT)	Average	Median	85%	95%
2093 CR B	1365.5	30.7	31.175	34.8	37.45
2215 CR B	865.5	32.725	32.875	38.5	41.9
2336 CR B	403.5	27.825	27.5	34.475	39.2
Averages	878.2	30.4	30.5	35.9	39.5

September 16, 2021 at Lexington Park

- Option A
 - 12' drive lanes
 - 6' boulevard
 - 8' path on south side east of St Croix & on the north side west of St. Croix.
- Option B:
 - same as Option A plus a few 7' parking bays
- Option C
 - same as Option A plus medians on both sides of intersections at Acorn, Midland View, and Fulham.
- Option D
 - same as Option A except no curb on south side from roughly Cleveland to Fulham.

August 16, 2022 at Roseville City Hall

- Concept B2 and Concept C2
 - 12' drive lanes
 - 6' boulevard
 - 8' path
 - modified locations for 7' parking bays
 - without or with a center *median*
 - *Path switched to north side* at Fulham or at St Croix.
 - *Fulham south of County Road B* shifted east

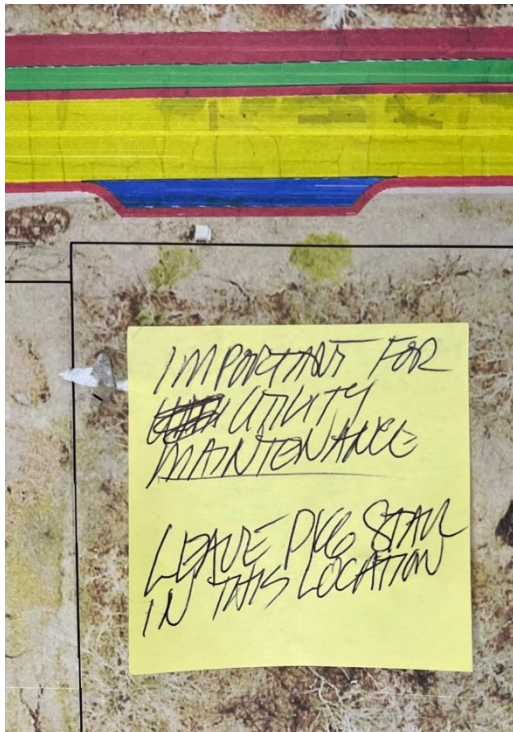


County Road B

PUBLIC ENGAGEMENT

October 12, 2023 at Corpus Christi Catholic Church

- Recommended Layout



County Road B

DESIGN ELEMENTS

- Street Design - Pavement
- Stormwater
- Watermain
- Sanitary Sewer
- Private Utilities
- Driveways
- Trees

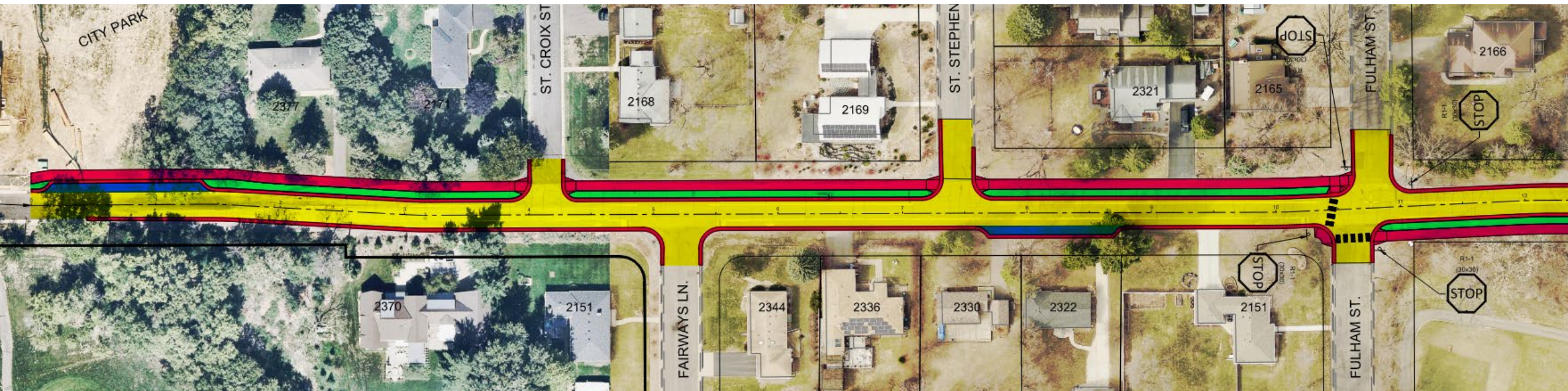


County Road B

DESIGN ELEMENTS

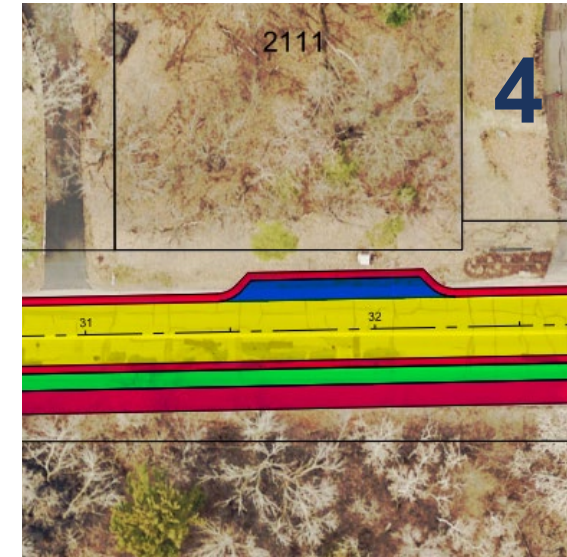
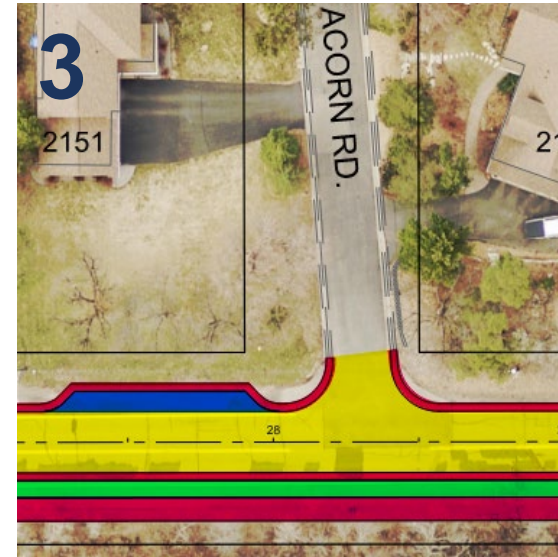
Pathway

- S side E of Fulham
- *N side W of Fulham*



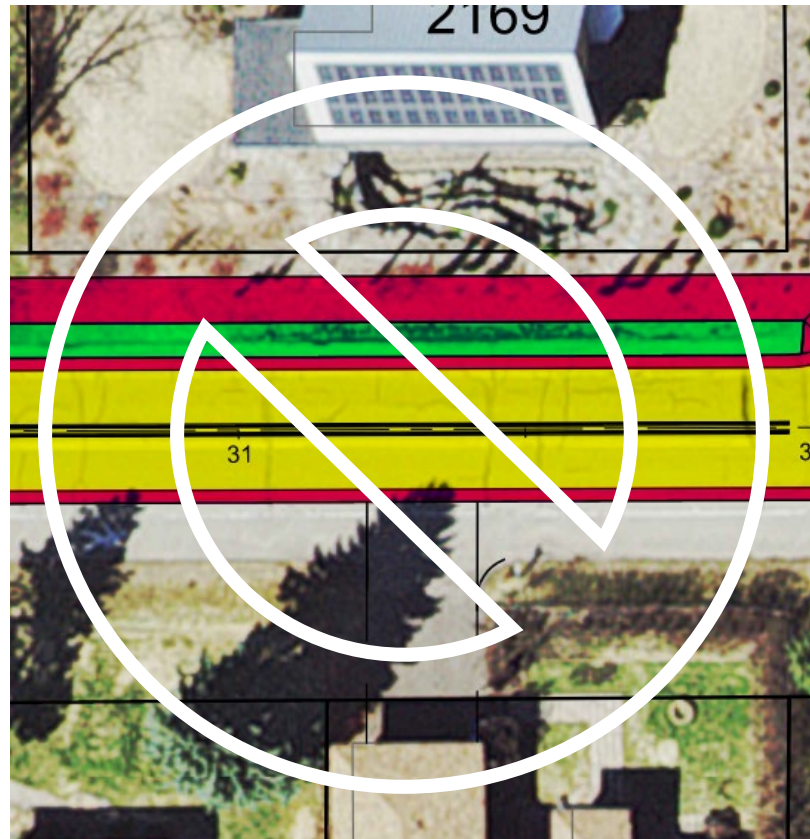
Parking Bays

1. At new city park (6 cars)
2. At 2330/2322 CR B (3)
3. Just west of Acorn Rd (3)
4. Between 2121/2101 CR B (3)



Road Alignment

- County Road B
- *Fulham*



County Road B

DESIGN ELEMENTS

Traffic Management

- *Medians*
- Fulham 4-way stop



County Road B

PUBLIC WORKS ENVIRONMENT & TRANSPORTATION COMMISSION

October 24, 2023

PWET Commission received a similar presentation
and supports staff's recommended layout



County Road B

ESTIMATED PROJECT COSTS AND PROPOSED FUNDING

EXPENDITURES

Street construction	\$1,250,000
pathway construction	\$200,000
stormwater improvements	\$425,000
sanitary sewer repairs	\$25,000
watermain repairs/improvements	\$100,000
<i>Estimated total expenditure</i>	<i>\$2,000,000</i>

REVENUE

Municipal State Aid Funds	\$784,000
Street Fund	\$500,000
Stormwater Fund	\$425,000
Sanitary Fund	\$25,000
Water Fund	\$100,000
Special Assessments	\$166,000
<i>Estimated total revenue</i>	<i>\$2,000,000</i>

13% of Street
Construction Costs



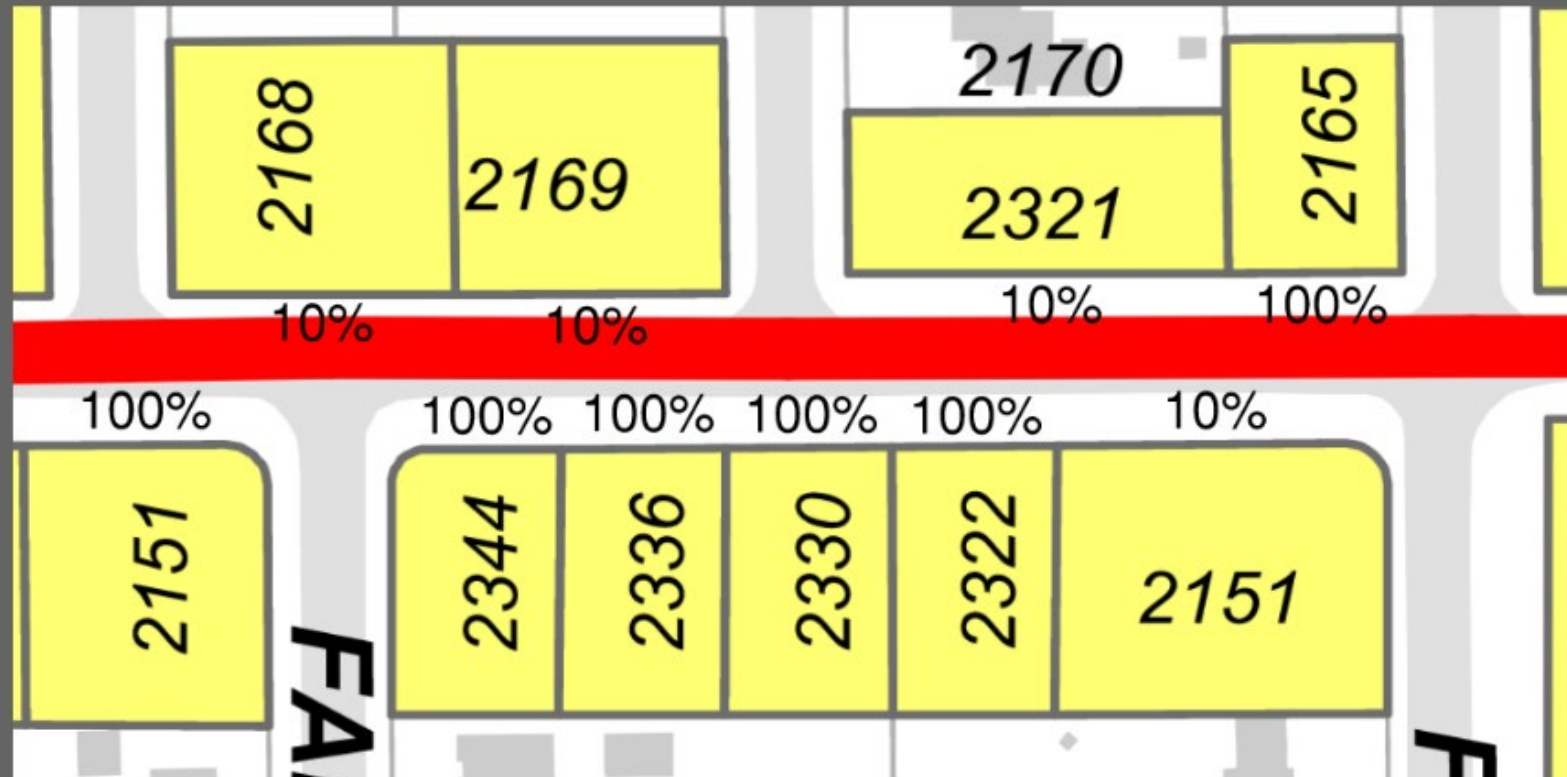
County Road B

SPECIAL BENEFIT ASSESSMENTS

Calculation of Assessable Footage

Typical Lot: 100% of front footage

Corner Lot: 100% of short side footage or 10% of long side footage



County Road B

TENTATIVE SCHEDULE

Nov 6, 2023 – City Council Public Improvement Hearing

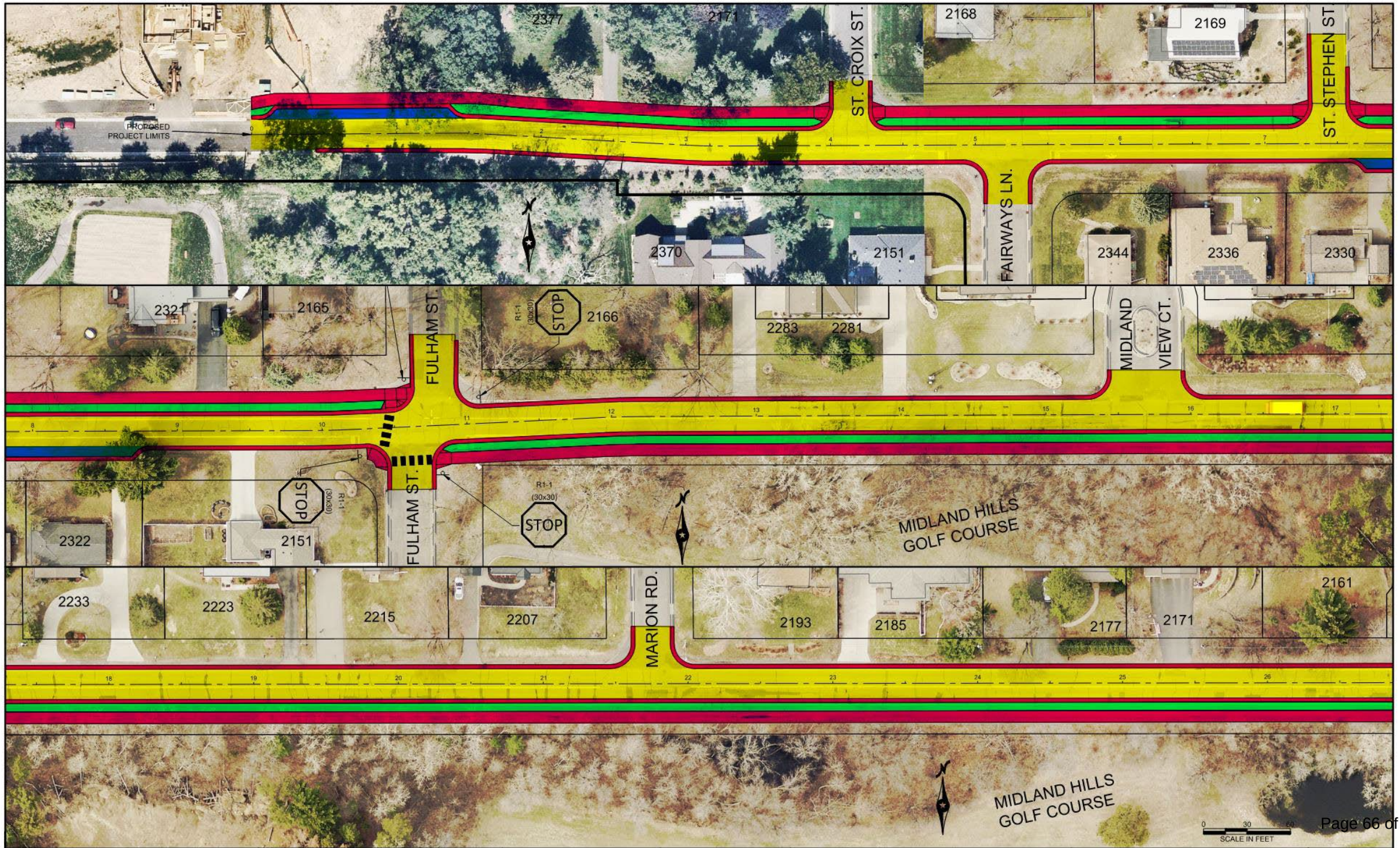
Winter 2023 - Final Design

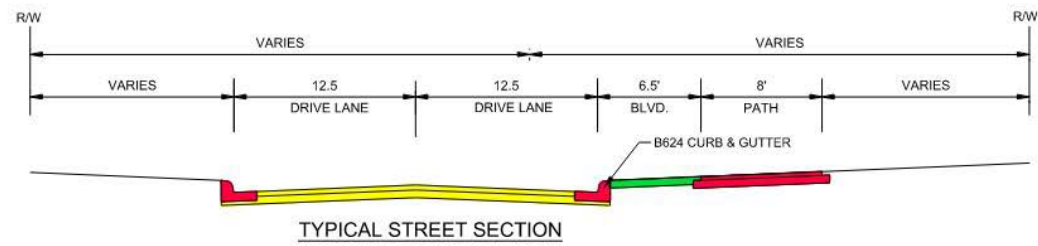
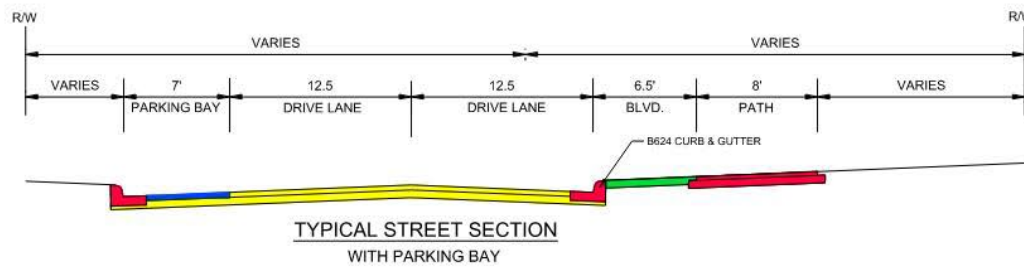
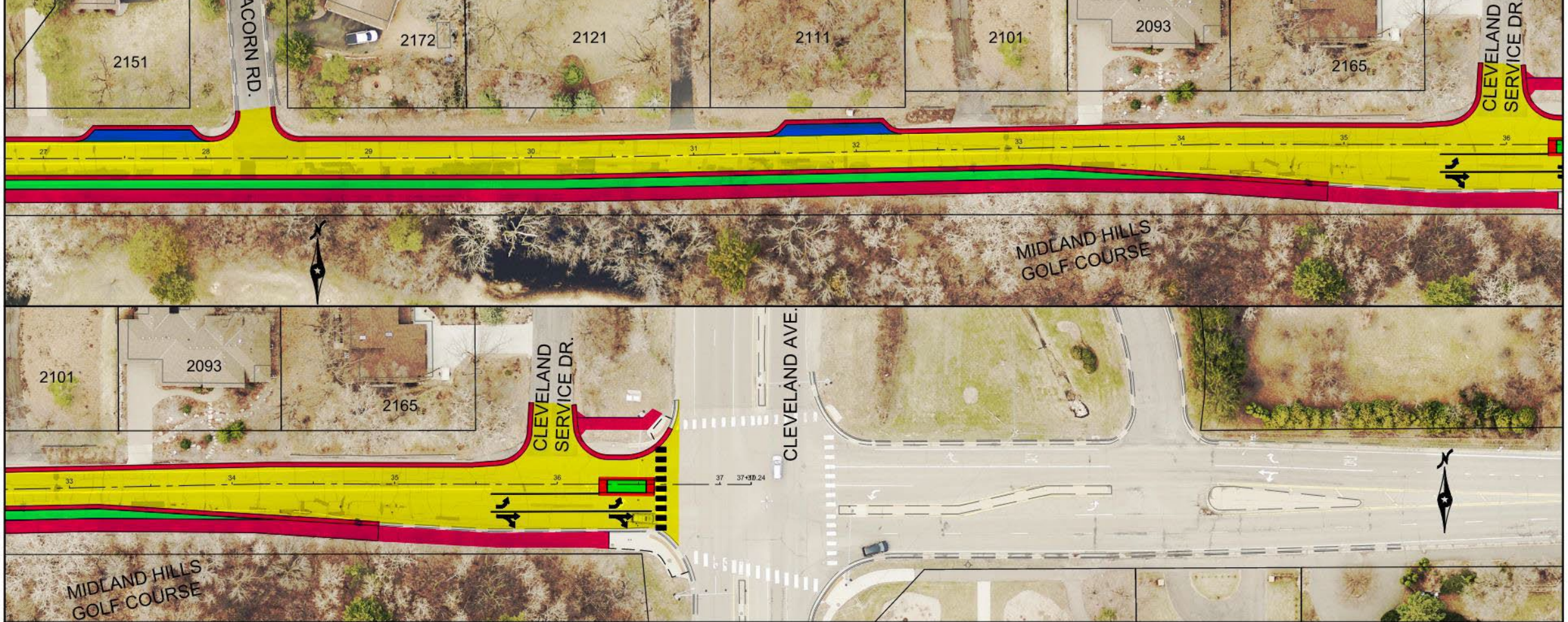
Jan/Feb 2024 – City Council for approval of Final Plans

Spring 2024 – City Council for award of Construction Contract

Spring-Fall 2024 – Construction

Winter 2024 – City Council Final Assessment Hearing





County Road B

RECOMMENDED COUNCIL ACTIONS

1. Conduct a Public Hearing receiving any public comments related to the proposed public improvements.
2. Approve a resolution ordering the improvement and preparation of plans for the reconstruction of County Road B, between Eustis Street North and Cleveland Avenue North.

Questions?

County Road B Reconstruction Project
Public Comments on Recommended layout

From: Gina Sapia [REDACTED]
Sent: Wednesday, October 18, 2023 11:58 AM
To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>
Subject: County Road B project

Hi Jennifer, my name is Gina Sapia and I live at 2151 County Road B West (now 2175 Acorn Rd). We had spoken at the meeting last week and I submitted a comment card regarding the parking bay proposed to be in front of my home.

I've had more time to think about this since last week's meeting so I wanted to share my thoughts with you.

As you know, I'm strongly against having a parking bay in front of my home. There are many reasons why which I can list out if you think that would help. One thing I'm concerned about is the fact that other than the parking bay at the end of the B by the park, there are only 2 other bays proposed, one on my property and the other down a few properties to the east. It is my understanding that the residents at 2172 Acorn Road would like to have parking bays near their home (which is the result of having the 2 bays on each side of them). I know they entertain often, have an Airstream and most importantly, rent out an AirBNB out of their home. Here is the AirBNB page -

https://www.airbnb.com/rooms/22152854?adults=1&category_tag=Tag%3A8678&children=0&enable_m3_private_room=true&infants=0&location=Saint%20Paul%2C%20MN%2055113%2C%20USA&pets=0&photo_id=894727375&check_in=2023-10-19&check_out=2023-10-24&source_impression_id=p3_1697646792_0BK3zg5yI529scVY&previous_page_section_name=1001&federated_search_id=9f85ad5c-8ef5-4890-b30a-872479811f11.

I don't understand why I have to have a parking bay to benefit my neighbor who's operating a business (Airbnb) out of their home and to park their Airstream. It just doesn't seem fair to me. I reached out to 2 realtors and 2 appraisers and they all said that generally, a parking bay like that would not benefit the value of my property. It may, in fact, decrease the value. So I don't feel it's fair for me to pay an assessment for something that may decrease the value of my property but benefit's a neighbor's business.

If we could remove the parking bay, I would greatly appreciate it. I do want to add that I fully support the road project itself and think it's going to look great when completed.

Thank you for your consideration!

Best Regards,
 Gina Sapia

From: Marie Parish [REDACTED]
Sent: Monday, October 23, 2023 1:23 PM
To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>
Subject: County Road B Reconstruction comments

Hi Jennifer - I would like to add the following comments for consideration on the project planned for next year:

Our property is at 2166 Fulham Street and we have two large oak trees on the corner of our lot on Fulham and Co B. We also have a row of cedar/arborvite things that create a privacy screen. While it doesn't seem like the construction will affect our property tree line, we are asking that you keep them in mind while designing that corner - especially the oak trees would be a huge loss to our property. There is another large oak or maple on the property just adjacent to the east that would also affect both lots significantly.

In addition - is the city going to address the buckthorn that is along the entire length of the golf course property (most likely in the right-of-way) on County B at the time of construction?

Thank you,
Marie Parish
[REDACTED]

From: Nancy [REDACTED]
Sent: Tuesday, October 17, 2023 1:59 PM
To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>
Subject: County Road B Reconstruction

Thank you for having the meeting on October 12th to get the residents comments on the proposed plan. We live at 2151 Fulham Street, the corner of Cty Rd B and Fulham. We are pleased that there will be a four-way stop and crosswalk markings at that corner, especially since one of the corners has trees blocking the view of drivers turning north onto Fulham Street. We like the walking path being on the north side of Cty Rd B from Fulham to Eustis Street since it will be in front of fewer driveways. The parking bay on the south side of Cty Rd B is not necessary nor wanted by the residents living around it. We all have driveways and side streets for guests to park on. The current planned parking bay would be in front of driveways. How are parking bays handled when they are in front of people's driveways? This parking bay would be an added expense to the City and a waste of money.

Jim and Nancy Nelson
[REDACTED]

From: John M. Kysylyczyn [REDACTED]
Sent: Monday, October 23, 2023 2:07 AM
To: Jesse Freihammer <Jesse.Freihammer@cityofroseville.com>
Cc: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>
Subject: County Road B Reconstruction feasibility report

Jesse,

Just got done reading the feasibility report on County Road B.

Wanted to add to the history section on page 29 of 82 in the public works commission packet of October 24th. Looks like page 3 in the actual report.

While MnDOT closed the B and 280 intersection in 2007, Frank Pafko had the authority to do so based upon a resolution approved by the Roseville City Council after significant debate and neighborhood input on 12/2/2002 on a 4-1 vote. Starts on page 11.

<https://miweblink2.metro-inet.us/rvpublic/DocView.aspx?id=11599>

Thought you might be interested in seeing who testified at that meeting and what they had to say. That info is in the meeting minutes.

That vote followed an earlier meeting with Lauderdale city council on January 14, 2002 where both the Roseville and Lauderdale councils approved plans to move forward with an upgrade of 280 in a long nail biting meeting that ran 4 hours where I called a recess in the middle of the meeting to lobby a Lauderdale council member to get a 3-2 vote out of them to move forward on part of the project.

<https://miweblink2.metro-inet.us/rvpublic/DocView.aspx?id=11454>

When the bridge collapsed, as Frank will tell the story, he pulled the Roseville B & 280 resolution out of a file cabinet and told staff that we already have municipal consent, and now that we have the money, let's close it now.

The decision to convert this neighborhood into what Dean Maschka described as a pocket neighborhood was made in 2002. It just took a bit of time to get there as far as state funding was concerned.

Thanks!

John M. Kysylyczyn

From: Susan Schadegg [REDACTED]
Sent: Monday, October 30, 2023 11:55 AM
To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>
Subject: Re: Cty rd B - nov 6 meeting

Please include this question:

1. Has the fact that cty rd B is a main access road being factored into the decision of who should share the cost? (Numerous neighbors have no way of getting to their homes without using cty rd B. All properties west of Fulham including St Stephen, St Croix, Laurie, and Eustis). Those properties should share cost of road resurfacing/repair etc.

-----Original Message-----

From: Kathryn Westby [REDACTED]
Sent: Friday, October 13, 2023 4:04 PM
To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>
Subject: County Road B project

Good Afternoon,

I wanted to thank you for the meeting last night. Not fun when there's so many with differing opinions. I know I am in the minority with this... However, if there is no parking allowed on either side of county road B, and only 4 parking bays (each holding maybe 3 cars).. where do you suggest overflow parking to be? I live at 2171 County Road B. The closest side street is Acorn.. which also doesn't allow street parking. My son is graduation from high school this spring and we will be hosting his graduation party at our house. I have been watching the timeline on the website AND the papers you had last night state construction will not begin until summer or fall. Last night, however, you told me April.

Any suggestions on where parking will be allowed during the project for our graduation event?

I also would like to formally add my complaint to the others who do not feel it is right for only those with CRB addresses to be assessed this fee. The amount we pay in property taxes is absurd right now. And, then to be charged on top of that to repair a road that we have been struggling with over 20 years?? This isn't an extravagant project. Why aren't ALL the costs coming from property taxes? Just because the new developer or the apartment building owners don't have CRB addresses doesn't mean they aren't driving on this road every day. And.. the construction trucks are many of the trucks speeding

and dropping debris all over the road.

Thanks for any instill you may have for us in attempting to host our child's graduation event in our home during construction

Katy Westby

From: Katy Westby [REDACTED]

Sent: Monday, October 23, 2023 5:21 PM

To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>

Subject: Re: County Road B project

Sounds good. I am not JUST asking for the one-time graduation party event. But, in general, as well. If there is not parking anywhere on B or on Acorn, where would guests to my address be advised to park? It seemed like there was some surprise by the planning people at the last meeting to find that Acorn is also a non-parking street.

Thanks, Katy

From: Katy Westby [REDACTED]

Sent: Monday, October 30, 2023 12:34 PM

To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>

Subject: Re: County Road B project

Good Morning,

Yes, please include my comments.

Parking on Cleveland? As far as I know there is zero parking on Cleveland. That was the issue with corner park being built there. There is no place for a car. Cars are flying by at 50+ miles/hour at B and Cleveland.

I cannot speak for my neighbors. But we would like to have a parking bay on B near our house. The recommendations that have been given to me to park on Acorn (there is no parking on Acorn) or on Cleveland (please explain where) are unacceptable. I feel like this has not been well thought out. When people are having work done on their homes, delivery trucks, Xcel maintenance... Where will those trucks park? They will be completely blocking the 25 ft wide road.

I would also like to add my adamant disapproval that the only homes being assessed a fee for this project are the ones directly on B. The city has done numerous traffic studies on this section of road to prove how many vehicles are using it. It is more of a neighborhood improvement project... not just a County Road B improvement.

Furthermore, to say the assessment fee is due in full unless you want to take out a loan WITH INTEREST is absurd when you look at what we are currently, and have been for quite some time, paying in property taxes in this section of Roseville. Not an acceptable option in my opinion.

Katy Westby

From: Linda Zelig [REDACTED]

Sent: Tuesday, October 31, 2023 3:25 PM

To: Jennifer Lowry <Jennifer.Lowry@cityofroseville.com>

Subject: County Road B Reconstruction Comments

Hello Jennifer,

Hope I'm not too late with these comments. Thanks for the neighborhood meeting earlier this month!

1. Could you paint lines equidistant from the center line along where the pavement edge will end up to indicate how wide each lane will be? If you do that now we'll get used to the feel of the narrower path for vehicles. Maybe we'll slow down to stay within the lines.
2. Please, please, please consider reworking the intersection at B & Cleveland. Making a left turn onto B when one is traveling north on Cleveland is still a huge hazard. Why can't the left turn lanes be directly in front of each other? You'd have a chance to peer around and see oncoming traffic from the north as it barrels through the intersection at 60 mpr. We know people who have died trying to turn left at that intersection. Not long ago I saw the aftermath of an accident as I was returning home on a State Fair bus at midnight. When I retrieved my car to head home, law enforcement wouldn't even let me get home on B (the only way in to get to Fairways Lane). I drove around for a while until the mess was cleared. Finally got home around 1 a.m.!
3. I appreciate your efforts to rebuild County Road B. It will be much more pleasant for walkers, bikers, etc.

Thanks,

Linda Zelig

2093 Fairways Lane

Roseville, MN 55113



Comments on layouts at Meeting #4 on October 12, 2023

comment method	date	address	Comment summary
meeting 4 - layout	10/12/2023	2101 cr b	drainage down driveways at 2101 cr b
meeting 4 - layout	10/12/2023	2151 cr b	please remove parking bay
meeting 4 - layout	10/12/2023	2330 cr b	no parking - move to north
meeting 4 - layout	10/12/2023	2321 cr b	won't use parking
meeting 4 - layout	10/12/2023	2151 cr b	won't use parking, grass dies/dries out to draitile
meeting 4 - layout	10/12/2023	2331 cr b	move path to south to accommodate utility/power/cable, vehicles work on south side
meeting 4 - layout	10/12/2023		at fulham - will need crosswalk if 4-way stop
meeting 4 - layout	10/12/2023		at cleveland - addition of median questionable. Anticipate snow removal issues, with no benefit.
meeting 4 - layout	10/12/2023	2101 cr b	correct sheet drainage onto 2093 and 2101 with curb/gutter and storm sewer. "illegal drainage has killed several trees on 2101"
meeting 4 - layout	10/12/2023	2101 cr b - to east of	important for utility maintenance - leave parking in this location
meeting 4 - layout	10/12/2023	2151 cr b	wants parking moved to other side of acron. Changed address to 2175 acorn rd.
meeting 4 - layout	10/12/2023	2223cr b - near	please make sure roadway drops about 1+' between marion and midland view to allow for non-flooded driveways.

ROSEVILLE
County Road B Reconstruction
 Thursday, October 12, 2023

We would like your feedback on:

- The recommended layout for City Council consideration.
- Information regarding your private property that we should be aware of as we begin detail design.
- Other questions, comments or concerns.

Comments:

Would like to know cost for
 ornamental lights, planting in
 Brenda & Ewan Thomas Blvd.
 2177 Co. Rd. B
 [Redacted]

Providing your name, address, and contact information are optional.

Comments received by October 31 can be included in the Council Packet.

Return to: Jennifer Lowry, Engineering Department

at jennifer.lowry@cityofroseville.com or mail to 2660 Civic Center Drive, Roseville, MN 55113



County Road B Reconstruction

Thursday, October 12, 2023

We would like your feedback on:

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- Information regarding your private property that we should be aware of as we begin detail design.
- Other questions, comments or concerns.

Comments:

2321 CRB

Prunese

Concerned About Driveway Flooding

Jag

Providing your name, address, and contact information are optional.

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at jennifer.lowry@cityofroseville.com or mail to 2660 Civic Center Drive, Roseville, MN 55113



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- Information regarding your private property that we should be aware of as we begin detail design.
- Other questions, comments or concerns.

Comments:

I live at 2151 County Rd B West. Under the current proposed plan, there is a parking bay in front of my home. I would like to request to have the parking bay removed - or moved to a different location. Perhaps it could be moved over to 2172. I do not want strange cars parked in front of my house if at all possible. I'll also be losing 7 feet more than others. The owners at 2172 Acorn would like parking for their guests. I'm

Providing your name, address, and contact information are optional.

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at jennifer.lowry@cityofroseville.com or mail to 2660 Civic Center Drive, Roseville, MN 55113

hoping it can be moved to in front of their home.

Thanks for your consideration. Gina Sapia



County Road B Reconstruction

Thursday, October 12, 2023

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- Information regarding your private property that we should be aware of as we begin detail design.
- Other questions, comments or concerns.

Comments:

Wondering what the parking rules will be -
please do anything that promotes equitable access to/
use of the spots.

Providing your name, address, and contact information are optional.

Comments received by October 31 can be included in the Council Packet.

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at jennifer.lowry@cityofroseville.com or mail to 2660 Civic Center Drive, Roseville, MN 55113



County Road B Reconstruction

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- The recommended layout for City Council consideration.
- Information regarding your private property that we should be aware of as we begin detail design.
- Other questions, comments or concerns.

Comments:

Number 1 Priority = ~~NO~~ speed bumps
Number 2 Priority = ~~NO~~ speed bumps
Number 3 - 25th Priority = ~~NO~~ speed bumps

Providing your name, address, and contact information are optional.

Comments received by October 31 can be included in the Council Packet.

Return to: Jennifer Lowry, Engineering Department

at jennifer.lowry@cityofroseville.com or mail to 2660 Civic Center Drive, Roseville, MN 55113



March 7, 2023

City of Roseville
Mr. Freihammer, Public Works Director
2660 Civic Center Drive
Roseville, MN 55113

Dear Mr. Freihammer,

This letter submitted by Midland Hills Country Club (MHCC) with respect to the county Road B reconstruction project.

MHCC respectfully requests that the city adopt the layout/design option for the Fulham Street/County Road B intersection presented in the September 2021 presentation. This option did not make any changes to the intersection.

The public need or benefit, if any, of an intersection change is far outweighed by the cost to private landowners.

Private Cost

If the intersection is changed and realigned in accordance with the concept provided to MHCC significant costs will be incurred by the club.

These direct and indirect costs including:

1. A redesign of the 12th hole will result in a loss of approximately \$270,000. This includes the 2021 cost to update the hole (\$130,000) and the costs to rebuild the hole (\$140,000 - \$150,000). The details of all costs and drawings are available at your request.
2. Business interruption costs and lost profits as portions of the course are closed for reconstruction.
3. Loss of a historically significant Biarritz "template" hole designed by the nationally renowned golf course architect, Seth Raynor. This is one of three Biarritz hole in the midwest. Loss of the hole significantly impacts the courses reputation and reduces the Club's value.

Public Benefit

In comparison, there is no real benefit to the public from any change of the intersection alignment. An intersection, which is not changed in perhaps 70 years, has had a significant

reduction in traffic volume and there is very little traffic crossing County Road B at Fulham Street.

To retain the intersection in its current state will maintain an acceptable status quo while avoiding significant adverse financial impact to an adjoining landowner. It will also retain a valuable green space which provides an uninterrupted ecosystem value to the neighborhood and the city.

For the forgoing reasons MHCC would request that you recommend to the PWETC and Council the Layout with the Fulham Street unchanged.

Thank you for your time, and we would be glad to discuss our comments further at your convenience.

Respectfully submitted,

A handwritten signature in cursive script that reads "Lawrence Bell". The signature is written in dark ink and is positioned above the printed name and title.

Lawrence Bell President,
Midland Hills Country Club.

TO:

OCT 30 2023

JENNIFER LOWRY, P.E.
CITY ENGINEER

SUNDAY OCT. 29, 2023

RE: SAFE SERVICE PULL OVER @ 2111
COUNTY ROAD B RECONSTRUCTION.

ATTACHED PICTURE: SAT. 10/28/2023

DEAR JENNIFER,

LYONAE AND I WANT TO EXPRESS
OUR SUPPORT FOR THE INDENTED STREET
PULL OFF AREA ADJACENT TO OUR PROPERTY.
WE USUALLY SEE THE NEED FOR
WORKER SAFETY TO XFINITY, COUNTRY LINK,
XCEL AND OTHERS TO SERVE THIS ENSEMBLE
FOR THE ENTIRE BLOCK'S NECESSITIES. ALSO,
THESE SERVICE VEHICLES NEED TO BE OFF
OF THE DRIVING LANE.

WE PLAN ON ATTENDING THE UPCOMING
NOV. 6TH MEETING TO EXPRESS OUR SUPPORT.

IN CLOSING... WELCOME TO ROSEVILLE!
AND, THANKS FOR THE GOOD MEETING AT THE CHURCH
RESPECTFULLY Walter Coplan 10/29/23



County Road B Reconstruction
prior layouts comment summary

	B	C	D	E	F	G	H	I	J	K
	comment method	date	name	address	median	parking	path	fulham	rename	other
1										
2	email	6/17/2021	john comer	2283 cr b						x
3	email	6/22/2021	ken majkowski	2171 midland						x
4	email	8/26/2021	daniel moriarty	2215 cr b		none				x
5	email	8/27/2021	shawn & linda graham	2263 laurie road		none				
6	email	8/27/2021	john comer	2283 cr b		one				
7	email	8/30/2021	larry & carolyn woods	2227 st stephens			x			
8	email	9/2/2021	megan dushin	2249 st stephens		some	x			
9	email	9/2/2021	nathan & nancy wass	2265 marion		none				
10	email	9/3/2021	taylor & susan cox	2370 cr b	x	some			x	
11	meeting 2 - layout	9/16/2021								x
12	meeting 2 - layout	9/16/2021								x
13	meeting 2 - layout	9/16/2021								x
14	meeting 2 - layout	9/16/2021					x			
15	meeting 2 - layout	9/16/2021					x			
16	meeting 2 - layout	9/16/2021								x
17	meeting 2 - layout	9/16/2021								x
18	meeting 2 - layout	9/16/2021								x
19	meeting 2 - layout	9/16/2021			x					
20	meeting 2 - layout	9/16/2021								x
21	meeting 2 - layout	9/16/2021								x
22	meeting 2 - layout	9/16/2021								x
23	meeting 2 - layout	9/16/2021								x
24	meeting 2 - layout	9/16/2021					x			
25	meeting 2 - layout	9/16/2021			x					
26	meeting 2 - layout	9/16/2021				none				
27	meeting 2 - layout b	9/16/2021		2121 cr b - east of		none				
28	meeting 2 - layout b	9/16/2021		2171 cr b		none				
29	meeting 2 - layout b	9/16/2021		2233 cr b - west of		none				
30	meeting 2 - layout b	9/16/2021		2321 cr b		none				
31	meeting 2 - layout b	9/16/2021				one				
32	meeting 2 - layout b	9/16/2021				one				
33	meeting 2 - layout b	9/16/2021				none				
34	meeting 2 - layout c	9/16/2021								x
35	meeting 2 - layout d	9/16/2021								x
36	verbal	9/16/2021				some				
37	email	9/17/2021	nancy & jim nelson	2151 fulham st	x	none				x
38	email	9/17/2021	sue davern	2191 midland view			x			
39	email	9/19/2021	tina fitzgerald	2165 fulham		some				x
40	email	9/20/2021	mary letendre	2121 cr b	x					
41	email	9/21/2021	george letendre	2121 cr b	x	none				
42	email	4/30/2022	mark hanson	2169 st stephens						x
43	email	8/2022		2281 cr b					x	
44	email	8/2022			x					
45	email	8/2022		2321 cr b	x	none	x			
46	email	8/2022				none				

County Road B Reconstruction
prior layouts comment summary

	B	C	D	E	F	G	H	I	J	K
1	comment method	date	name	address	median	parking	path	fulham	rename	other
47	paper - parking survey	8/2022		2121 cr b		one			x	x
48	paper - parking survey	8/2022		2131 fulham		some				
49	paper - parking survey	8/2022		2138 fairways ln		one				
50	paper - parking survey	8/2022		2165 cleveland		one				
51	paper - parking survey	8/2022		2170 midland view		some				
52	paper - parking survey	8/2022		2181 st stepens		none				
53	paper - parking survey	8/2022		2182 midland view		some				
54	paper - parking survey	8/2022		2191 midland view		some	x			
55	paper - parking survey	8/2022		2193 midland view		one	x			
56	paper - parking survey	8/2022		2212 midland view		none				
57	paper - parking survey	8/2022		2227 fulham		none				
58	paper - parking survey	8/2022		2260 hwy 36		some	x			
59	paper - parking survey	8/2022		2344 CR B		none				
60	paper - parking survey	8/2022		midland view court		one				
61	parking survey	8/2022				none				
62	parking survey	8/2022				one				
63	parking survey	8/2022				none				
64	parking survey	8/2022				some				
65	parking survey	8/2022				none				
66	parking survey	8/2022				one				
67	parking survey	8/2022				none				
68	parking survey	8/2022				one				
69	parking survey	8/2022				one				
70	parking survey	8/2022				some				
71	parking survey	8/2022				one				
72	parking survey	8/2022				none				
73	parking survey	8/2022				some				
74	parking survey	8/2022				one				
75	parking survey	8/2022				none				
76	parking survey	8/2022				one				
77	parking survey	8/2022				some				
78	parking survey	8/2022				some				
79	parking survey	8/2022				one				
80	parking survey	8/2022				one				
81	parking survey	8/2022				one				
82	parking survey	8/2022				some				
83	parking survey	8/2022				none				
84	parking survey	8/2022				some				
85	parking survey	8/2022				none				
86	parking survey	8/2022				one				
87	parking survey	8/2022				one				
88	parking survey	8/2022				one				
89	parking survey	8/2022				one				
90	parking survey	8/2022				one				
91	parking survey	8/2022				none				

County Road B Reconstruction
prior layouts comment summary

	B	C	D	E	F	G	H	I	J	K
	comment method	date	name	address	median	parking	path	fulham	rename	other
1										
92	parking survey	8/2022				none				
93	parking survey	8/2022				none				
94	parking survey	8/2022				none				
95	parking survey	8/2022				none				
96	parking survey	8/2022				none				
97	parking survey	8/2022				none				
98	parking survey	8/2022				some				
99	parking survey	8/2022				some				
100	parking survey	8/2022				some				
101	parking survey	8/2022				some				
102	parking survey	8/2022				some				
103	parking survey	8/2022				some				
104	parking survey	8/2022				some				
105	verbal	8/2022					x			
106	verbal	8/2022		2330 cr b		some	x			
107	meeting 3 - layout B2	8/16/2022		2101 cr b		none				
108	meeting 3 - layout B2	8/16/2022		2171 cr b		some				
109	meeting 3 - layout B2	8/16/2022		2321 cr b		none				
110	meeting 3 - layout B2	8/16/2022		2332 cr b		none				
111	meeting 3 - layout B2	8/16/2022					x			
112	meeting 3 - layout B2	8/16/2022		2330 cr b			x			
113	meeting 3 - layout B2	8/16/2022			x					
114	meeting 3 - layout B2	8/16/2022			x					
115	meeting 3 - layout B2	8/16/2022								x
116	meeting 3 - layout B2	8/16/2022			x					
117	meeting 3 - layout B2	8/16/2022								x
118	meeting 3 - layout B2	8/16/2022				none				
119	meeting 3 - layout B2	8/16/2022				some				
120	meeting 3 - layout C2	8/16/2022		2093 cr b		none				
121	meeting 3 - layout C2	8/16/2022		2165 fulham						x
122	meeting 3 - layout C2	8/16/2022					x			
123	meeting 3 - layout C2	8/16/2022		2330 crb			x			
124	meeting 3 - layout C2	8/16/2022			x					
125	meeting 3 - layout C2	8/16/2022		2165 fulham	x					x
126	meeting 3 - layout C2	8/16/2022			x					
127	meeting 3 - layout C2	8/16/2022		2283 cr b						x
128	meeting 3 - layout C2	8/16/2022								x
129	meeting 3 - layout C2	8/16/2022			x					
130	meeting 3 - layout C2	8/16/2022			x	some				
131	email	8/30/2022	julie heck	2321 cr b	x	none				
132	email	8/31/2022	mark & kate hanson	2169 st stephens	x	some	x			
133	letter	3/7/2023	midland hills golf course					no		
134	email	5/22/2023	danielle long	2387 cr b					x	
135	email or letter	before 10/9/2023	blanton bessinger					no		
136	email or letter	before 10/9/2023	wayne gladfelter					no		

County Road B Reconstruction
prior layouts comment summary

	B	C	D	E	F	G	H	I	J	K
	comment method	date	name	address	median	parking	path	fulham	rename	other
1										
137	email or letter	before 10/9/2023	tim ivory					no		
138	email or letter	before 10/9/2023	jane larson					no		
139	email or letter	before 10/9/2023	ken majkowski	midland view court				no		
140	email or letter	before 10/9/2023	mike mata * 2					no		
141	email or letter	before 10/9/2023	susan shadegg	2165 cleveland				no		
142	email or letter	before 10/9/2023	kara sime *2					no		
143	email or letter	before 10/9/2023	mark snyder	2227 cleveland				no		
144	email or letter	before 10/9/2023	marlene werner					no		
145	email or letter	before 10/9/2023	keith wieteki					no		
146	email or letter	before 10/9/2023	marty mcready					no		
147	email or letter	before 10/9/2023	vid bordt					no		
148	email or letter	before 10/9/2023	gary stenson					no		
149	email or letter	before 10/9/2023	brad wood					no		
150	email or letter	before 10/9/2023	james nelson					no		
151	email or letter	before 10/9/2023	susan dunwell	2253 st croix				no		
152	email or letter	before 10/9/2023	john comer	2283 crb				no		
153	email or letter	before 10/9/2023	janice & dennis caywood					no		
154	email or letter	before 10/9/2023	john kirwin					no		
155	email or letter	before 10/9/2023	matthew sundeen					no		
156	email or letter	before 10/9/2023	nancy nelson	2151 fulham				no		
157	email or letter	before 10/9/2023	greg kennedy					no		
158	email or letter	before 10/9/2023	larry bell					no		
159	email or letter	before 10/9/2023	david sellergren					no		
160	email or letter	before 10/9/2023	bill and sue daveen	2191 midland view				no		
161	email or letter	before 10/9/2024	timothy walsh					no		
162	email or letter	before 10/9/2025	steve aanenson					no		

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.d.

Department Approval



City Manager Approval



Item Description:

Receive an update from the Roseville Police Department's Community Action Team

Background

The Roseville Police Department's Community Action Team (CAT) was created in 2021 to help address the evolving needs of our community. The Community Action Team focuses on innovative approaches and partnerships to address the root causes of our police responses. For years, public safety lacked the resources to effectively address underlying issues related to repeated and ongoing calls for service. With support from our community and the City Council, the Roseville Police Department was able to apply for and received grant funding to add three fully Embedded Social Workers and one Homeless Housing Navigator to our Community Action Team.

Having the ability to approach complex issues innovatively, has shown immediate and lasting results. Our community now has access to social workers in a way that was not possible before. Not only has this partnership strengthened our community, but it has also reduced the need for a police response to issues that are not criminal in nature.

The Roseville Police Community Action Team hopes to share an update with the Council on their work within our community and the successes they have experienced. The update will include discussion directly from our Embedded Social Workers and will focus on their experience so far while working with our community and police department.

Policy Objectives

The City of Roseville strives to be a welcoming and inclusive place for all. We are committed to promoting respectful conduct, equitable service, and diversity in our community. One of our community's aspirations is to be welcoming and inclusive. The Community Action Team has helped RPD further these goals and aspirations.

Racial Equity Impact Summary

The Roseville Police Department is dedicated to creating an inclusive community where the predictability of success is not based on race or ethnicity. To accomplish this goal, we continue to prioritize racial equity in our planning, delivery, and evaluation of programs, policies, and services. RPD is committed to taking tangible steps to normalize, organize, and implement racial equity principles and tools, with an eye toward impactful and sustainable outcomes that create a more equitable community.

The creation of the Roseville Police Community Action Team has given our community access to social tools that had previously been absent. This access has reached areas within our community that have been historically marginalized and otherwise unable to benefit from the compassionate and appropriate response from social workers. Furthermore, the Community Action Team has increased police legitimacy by reducing unneeded police response to social issues that have introduced underrepresented communities into the criminal justice system.

Budget Implications

There are no budget implications.

Staff Recommendations

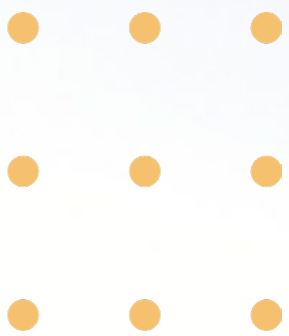
Staff recommends the Council receive the update from the Roseville Police Community Action Team.

Requested Council Action

Receive the update.

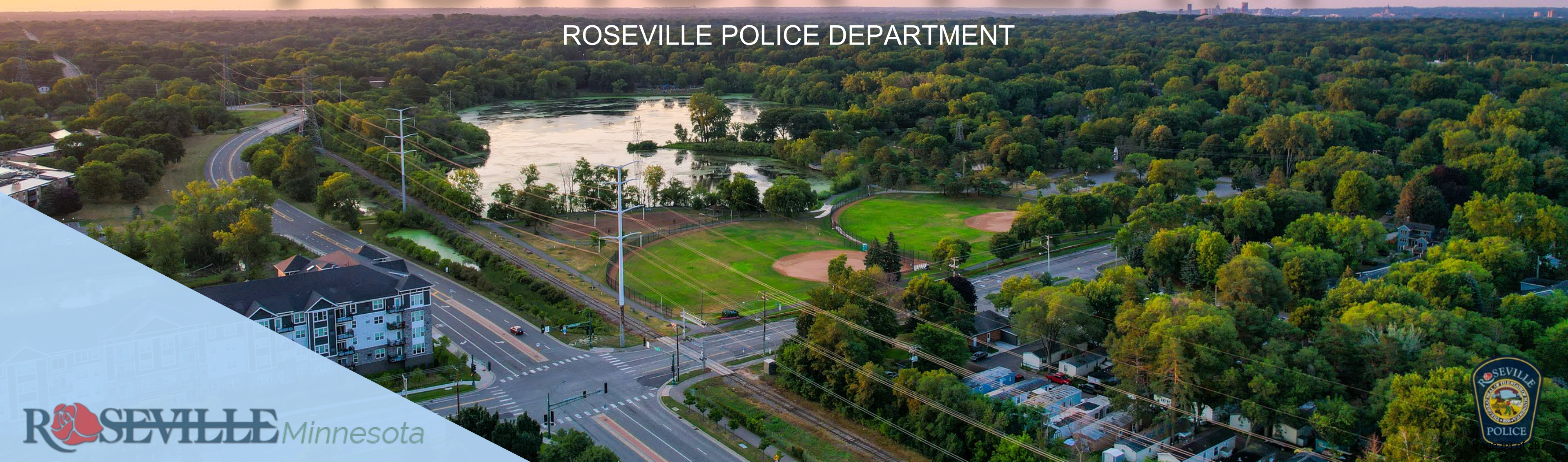
Prepared by: Joe Adams, Deputy Chief of Police

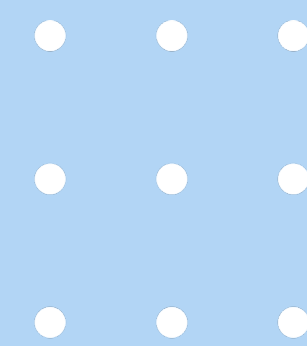
Attachments: 1. CAT BHU City Council Nov 2023



COMMUNITY ACTION TEAM

ROSEVILLE POLICE DEPARTMENT

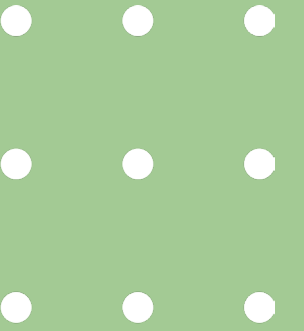




MISSION

Provide focused efforts to connect those living with mental illnesses, substance abuse disorders, and experiencing homelessness with pathways to success through outreach, case management, and early intervention.





TEAM CONCENTRATIONS

- 1 Homeless Outreach
- 2 Human Trafficking
- 3 Problem Properties
- 4 Auto Thefts
- 5 Behavioral Health



MEET THE BEHAVIORAL HEALTH UNIT



ESW , LICSW
Dunia Ahmed,
Ramsey County



ESW LICSW
Molli Slade, People
Inc.



Behavioral Health
Officers Anderson
& Tanis



ESW , LICSW
Sally Vanerstrom,
Ramsey County



Homeless Outreach
Cari McCollor

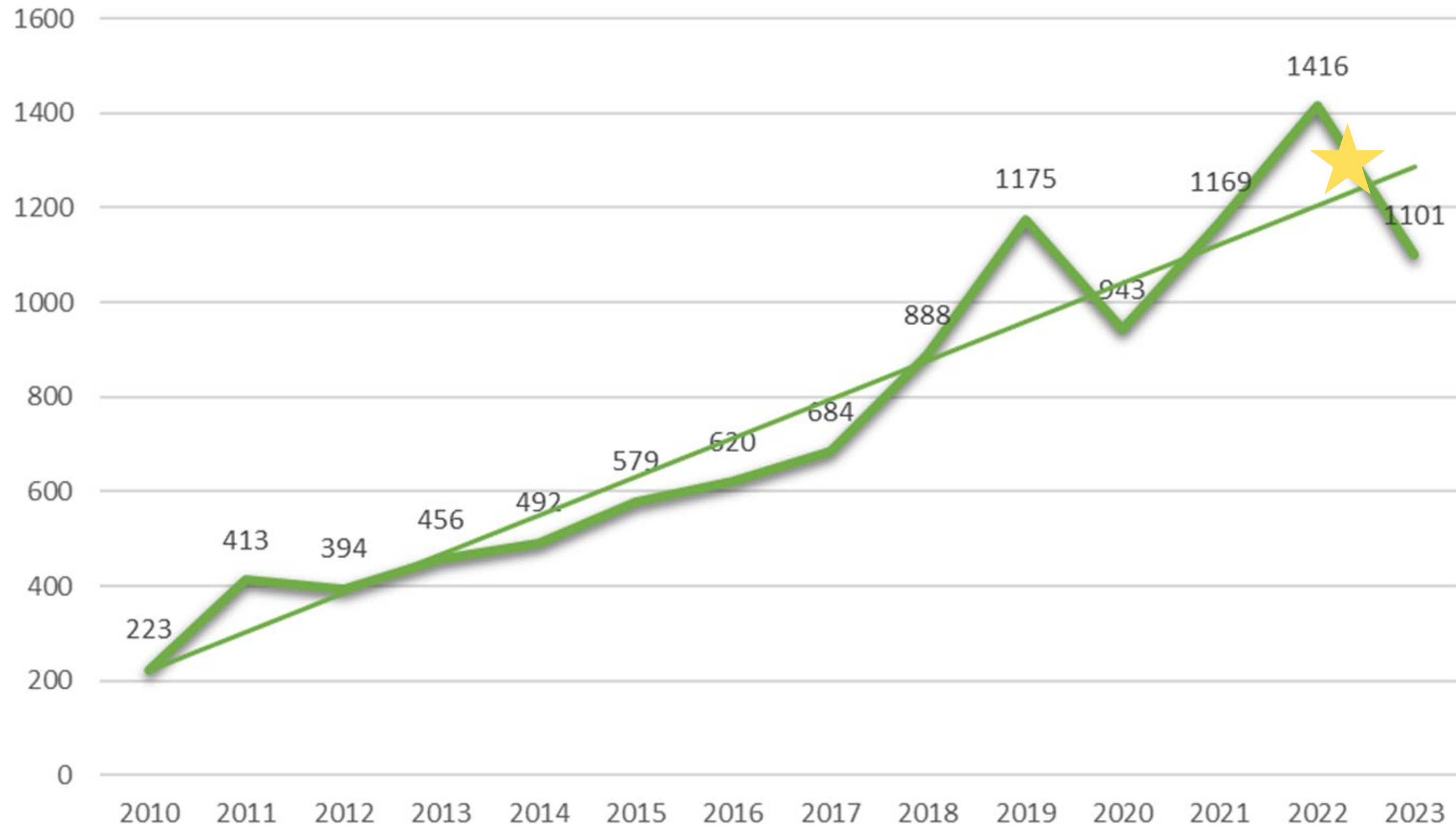
HOW BHU & NAV WORK

MAIN TYPES OF REFERRALS TO BHU:

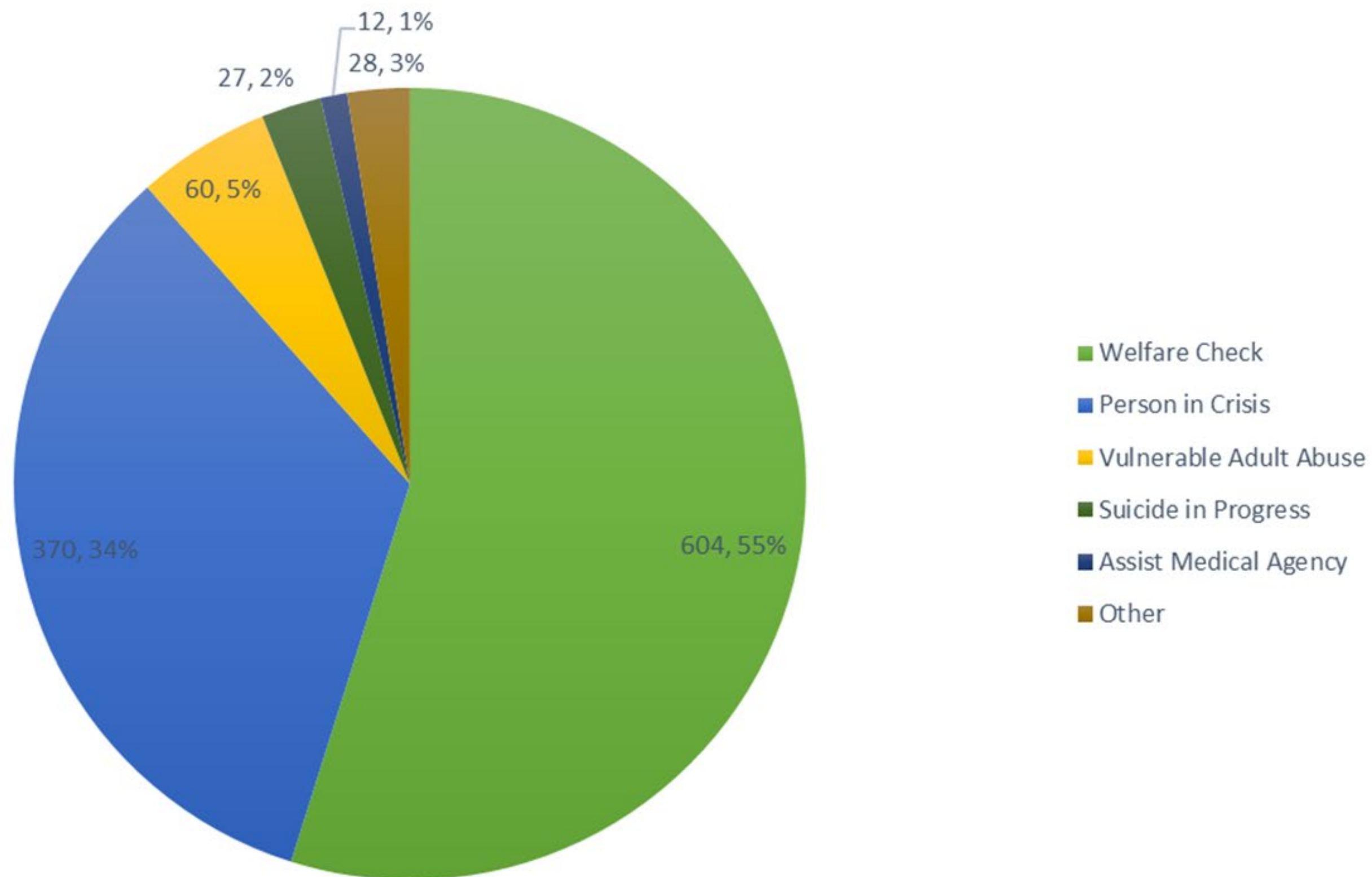
- Co-Response to In-Progress Crisis
- Follow-up casework assignment
- Proactive Outreach



BH Calls for Service by Year



BHU Incident Codes 2023

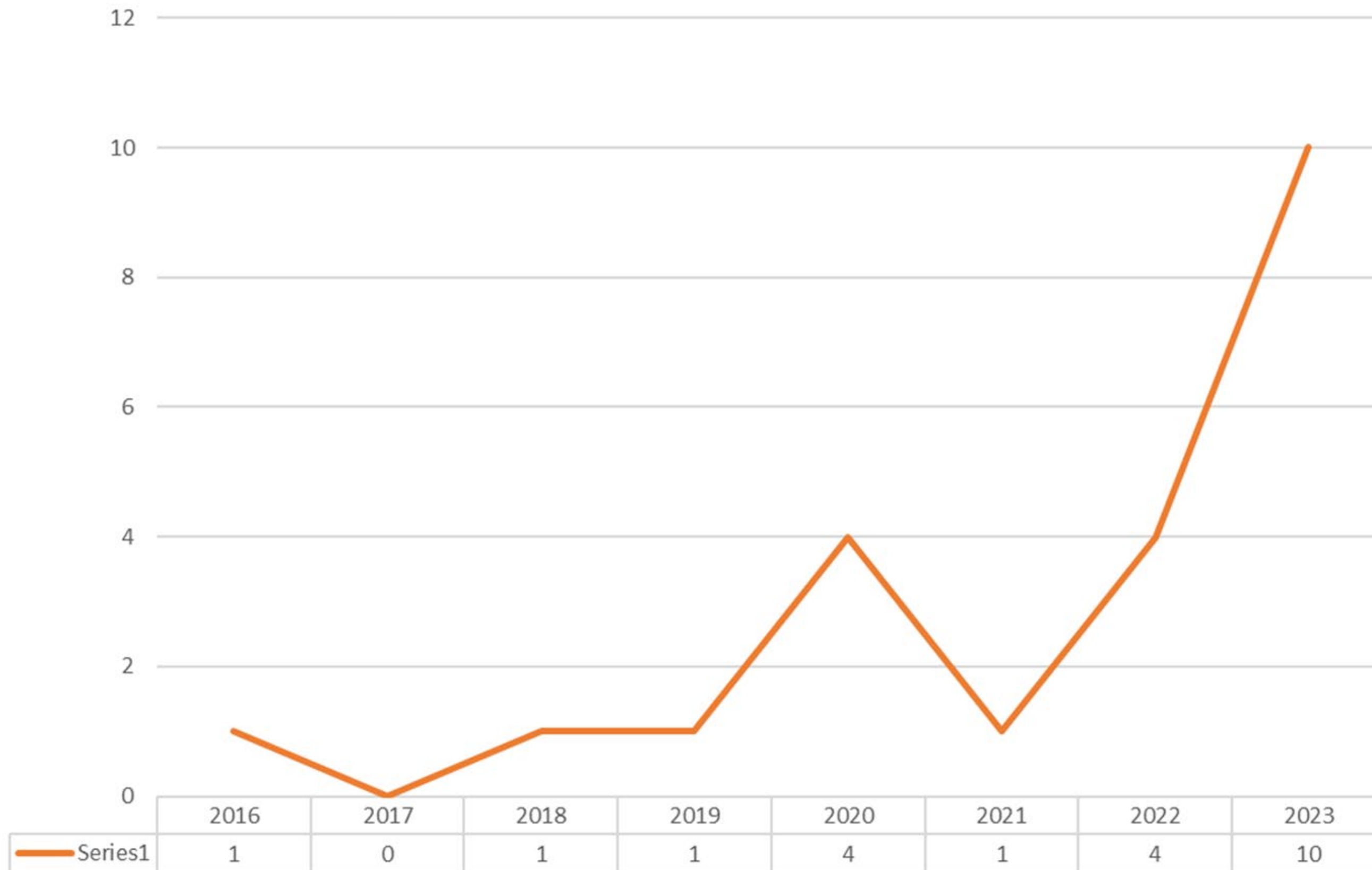


CALLS FOR SERVICE 2023



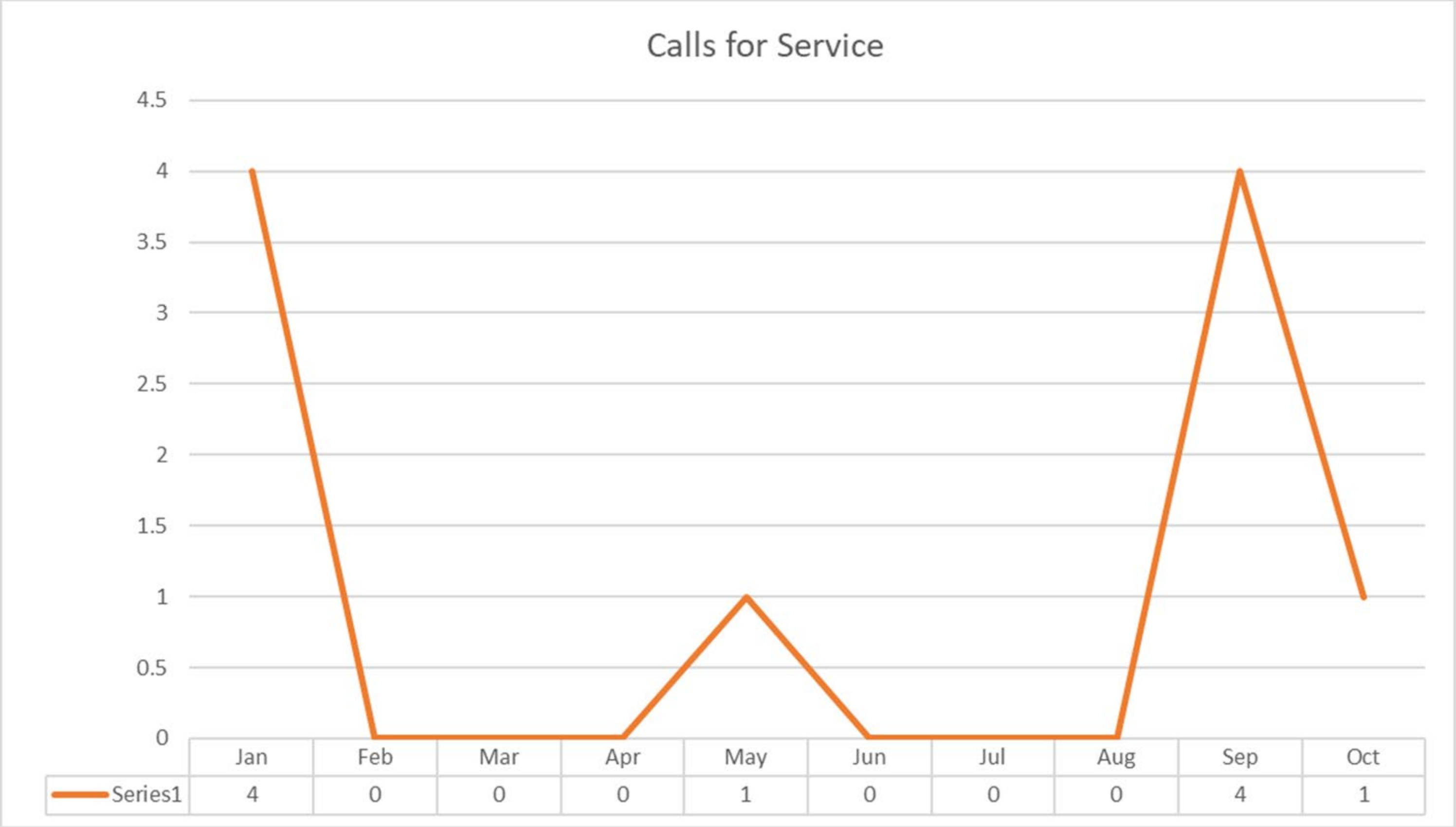
- Client "A"
- Repeat caller—over 35 confirmed calls with PD from 2022-2023
- 77 total including suspected calls
- Care Team Meeting with Safety Plan Development at the beginning of August
- Following safety & care meeting, CFS dropped significantly
- Current intervention upkeep is done by ESWs as needed

Calls for Service (Lifetime)

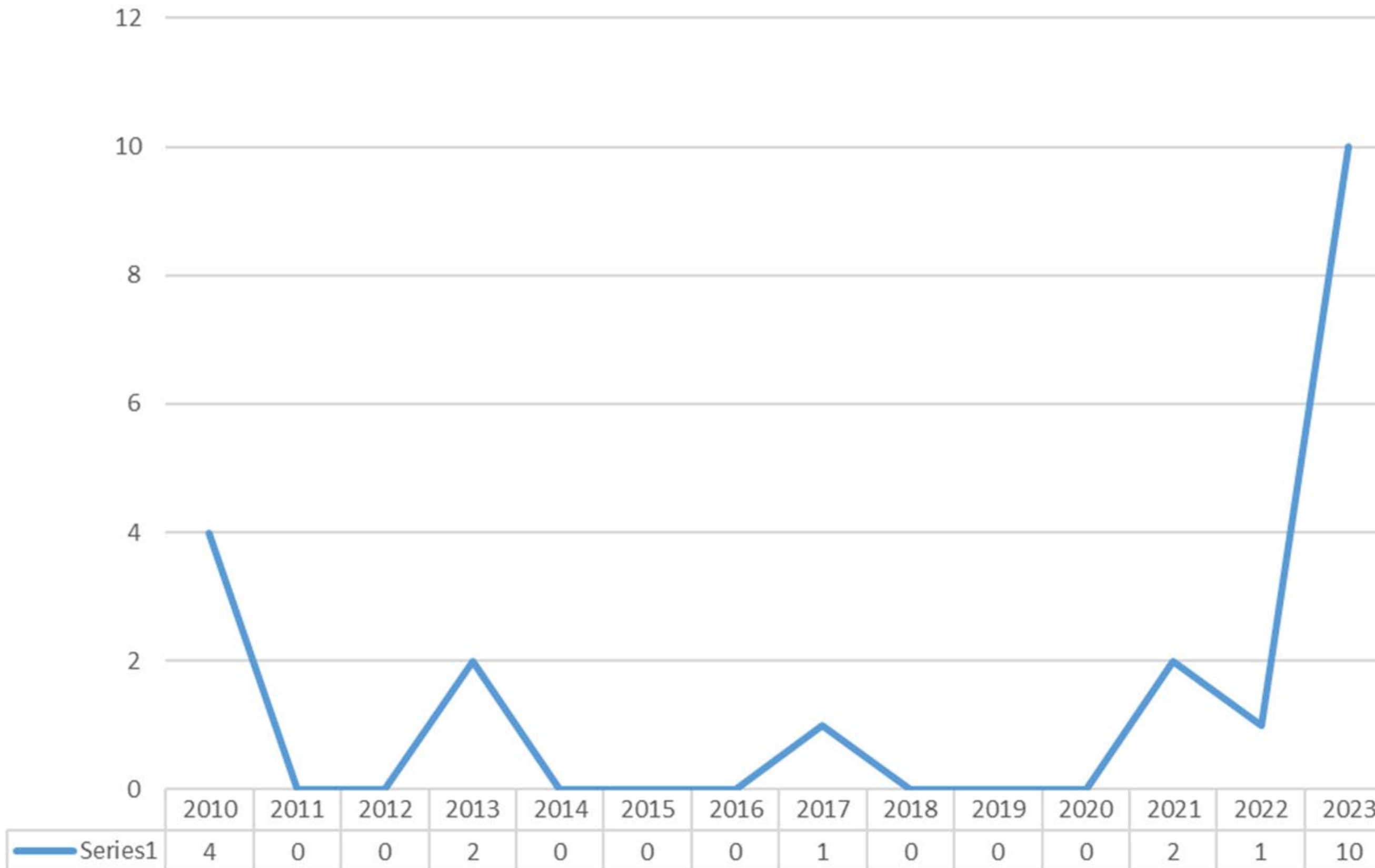


- Client "B"
- This graph illustrates the pervasiveness of Client B's needs

- Client “B” 2023
Calls for Service



Calls for Service (Lifetime)



- Client "C"
- The graph shows the pervasiveness of Client C's needs

- Client “C” 2023
Calls for Service



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.e.

Department Approval



City Manager Approval



Item Description:

Review the 2024 Proposed Utility Rates

Background

Unlike many city services that are supported by property taxes, our utility or *enterprise* operations are funded primarily by user fees and are operated as separate, stand-alone functions. The City engaged Ehlers to perform an updated utility rate study in 2022 of the Water, Sewer and Storm Drainage Funds. The utility rate study recommendations were used for the 2024 utility rates in these funds.

Operational Review

Water Fund Operations

The updated Utility Rate Study done by Ehlers on the Water Fund recommends an 8% increase in rates for 2023-2028 to cover fixed and variable costs, debt service and replenishment of fund reserves. St. Paul Regional Water has increased their rate charged to Roseville by 9%, which is the main driver of our needed increases. To minimize the increases needed for capital projects, public works has prioritized projects for the next few years to reduce the amount of capital projects until this fund has a chance to increase reserves.

Storm Drainage Operations

The City provides for the management of storm water drainage to prevent flooding and pollution control, as well as the street sweeping program. Public Works did an intensive analysis of the infrastructure in the Storm Drainage system and identified a significant increase in capital improvements over the next 20 years. To better manage the needed increases, the initial improvements have been curtailed for a few years. However, the overall costs are still significant. The updated utility rate study recommended a 33% increase for 2023 and 2024 and then a 2.5% thereafter. While the percentage seems high, the actual dollar amount change was \$5 per quarter in 2023 and it will be \$6.64 per quarter in 2024 for residential properties.

Sanitary Sewer Operations

The City maintains a sanitary sewer collection system to ensure the general public's health and general welfare. The updated utility rate study recommends a 2% increase. Public Works made some reductions in the proposed capital improvement projects so the 2% increase recommended by Ehlers is adequate for this fund.

Recycling Operations

The recycling operation provides for the contracted curbside recycling pickup throughout the City and related administrative costs. The primary operating cost is the amounts paid to a contractor to pick up recycling materials. The current contract for recycling services covers 2022-2025. For 2024, the rates are again based on this contract with a small amount to build reserves for cart purchases in the future. A customer rate increase from \$14.05 per quarter to \$14.50, or 3.2% is proposed to cover the operating costs and to build a minimal amount towards the future cart purchase.

Recommended Rates for 2024

Attachment 1 has the full chart of proposed rates for the Water, Sewer, Stormwater and Recycling Utility Funds which depicts how the operating cost burden is distributed to various customer types.

Based on staff analysis and the updated Ehlers Utility Rate study, the estimated impact on a Single Family Home for all four utility funds is as follows:

Utility Rate Impact: Single Family Home <i>(Quarterly)</i>			
<u>Service</u>	<u>2023</u>	<u>2024</u>	<u>\$ Increase</u>
Water - base fee	39.20	42.34	3.14
Water - usage fee	43.32	46.80	3.48
Sanitary Sewer - base fee	43.98	44.86	0.88
Sanitary Sewer - usage fee	30.25	30.91	0.66
Storm Sewer	20.11	26.75	6.64
Recycling	14.05	14.50	0.45
Total per Quarter	\$ 190.91	\$ 206.16	\$ 15.25
Percentage Change			7.99%
per month	\$ 63.64	\$ 68.72	\$ 5.08
per year	\$ 763.64	\$ 824.64	\$ 61.00
Avg. Water consumption (1,000 gals.)	12		
Avg. Sewer consumption (1,000 gals.)	11		

Update on Under Billing on Water Accounts

While the under billing does not have a direct impact on the proposed water rates, staff is providing a status update on the collection of the under billing. We have billed \$680,368 through September 30 and are billing an additional \$116,227 in October through December for those accounts which were spread over the four quarters. The total amount that will be billed by year end is \$796,596.

Policy Objectives

An annual review of the City's utility rate structure is consistent with governmental best practices to ensure that each utility operation is financially sound.

Racial Equity Impact Summary

There is no equity impact.

Budget Implications

See above.

70
71 **Staff Recommendations**

72 Staff recommends the rate adjustments as shown in the report. These recommendations have been
73 reviewed by both the Finance and Public Works, Environment & Transportation (PWET) Commissions
74 and they concur with the proposed rates.
75

76
77 **Requested Council Action**

78 Provide direction to staff on the proposed 2024 Utility Rates. Final approval of the utility rates will occur
79 at the December 4, 2023 City Council meeting.
80

81
82 **Prepared by:** Michelle Pietrick, Finance Director

Attachments: 1. Attachment 1 - Proposed Utility Rates
83

2024 Proposed Utility Rates

<u>Water Base Rate Category</u>	<u>2023 Rates</u>	<u>2024 Rates</u>	<u>Comments</u>
Single-Family Residential	\$ 39.20	\$ 42.34	8% for 2023 - 2028
Non-SF Residential (5/8" Meter)	39.20	42.34	
Non-SF Residential (1.0" Meter)	98.01	105.85	
Non-SF Residential (1.5" Meter)	196.01	211.69	
Non-SF Residential (2.0" Meter)	313.62	338.71	
Non-SF Residential (3.0" Meter)	627.24	677.42	
Non-SF Residential (3.0" Compound Meter)	686.05	740.93	
Non-SF Residential (4.0" Meter)	980.06	1,058.46	
Non-SF Residential (4.0" Compound Meter)	1,176.08	1,270.17	
Non-SF Residential (6.0" Meter)	3,136.19	3,387.09	

<u>Water Usage Rate Category</u>	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>Comments</u>
SF Residential: Up to 15,000 gals./qtr	\$ 3.61	\$ 3.90	8% for 2023 - 2028
SF Residential: 15,001 to 30,000 gals./qtr	4.51	4.87	
SF Residential: Over 30,000 gals./qtr	5.65	6.10	
Apartments: Up to 8,000 gals/unit/qtr	3.61	3.90	
Apartments: 8,001- 15,000 gals/unit/qtr	4.51	4.87	
Apartments: Over 15,000 gals./unit/qtr	5.65	6.10	
Commercial: Up to 60,000 gals./qtr	3.61	3.90	
Commercial: 60,001 to 400,000 gals./qtr	4.51	4.87	
Commercial: Over 400,000 gals./qtr	5.65	6.10	
Irrigation Water Usage	5.11	5.52	

Rates are per 1,000 gallons

<u>Sewer Base Rate Category</u>	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>Comments</u>
Single-Family Residential	\$ 43.98	\$ 44.86	2% increase
Single-Family Residential: Low-Income Discount	28.59	29.16	
Multi-Family Residential (townhomes)	43.98	44.86	set by City of Maplewood
Multi-Family Residential (apartments & condos)	30.87	31.49	
Non-SF Residential (5/8" Meter)	32.88	33.54	
Non-SF Residential (1.0" Meter)	65.83	67.15	
Non-SF Residential (1.5" Meter)	98.77	100.75	
Non-SF Residential (2.0" Meter)	153.98	157.06	
Non-SF Residential (3.0" Meter)	318.88	325.26	
Non-SF Residential (4.0" Meter)	637.78	650.54	
Non-SF Residential (6.0" Meter)	1,275.56	1,301.07	
Sewer Only accounts	70.91	72.33	
Maplewood sewer accounts	22.44	22.44	

Multi-family rate is per housing unit

<u>Sewer Usage Rate Category</u>	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>Comments</u>
Residential	\$ 2.75	\$ 2.81	2% increase
Commercial	6.42	6.55	
Maplewood sewer accounts	5.34	5.34	set by City of Maplewood

Rates are per 1,000 gallons

<u>Stormwater Base Rate Category</u>	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>Comments</u>
Single-Family Residential & Duplex	\$ 20.11	\$ 26.75	33% increase in 23 & 24, then 2.5% increase after
Multi-Family & Churches	155.62	206.97	
Cemeteries & Golf Course	15.10	20.08	
Parks	46.83	62.28	
Schools & Community Centers	75.69	100.67	
Commercial & Industrial	311.10	413.76	

Rates for single-family are per housing unit; all others are per acre

<u>Recycling Rate Category</u>	<u>2023 Rate</u>	<u>2024 Rate</u>	<u>Comments</u>
Single-Family	\$ 14.05	\$ 14.50	3.2% increase
Multi-Family	14.05	14.50	

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.f.

Department Approval

City Manager Approval



Item Description:

Review Proposed Changes to the Fee Schedule for 2024

Background

Each year the City Council is asked to adopt a Fee Schedule which establishes the fees and charges for service for the City's regulatory functions. The presence of a fee schedule allows regulatory-type fees to be easily identified in one document, as opposed to being scattered throughout City Code. In addition, a fee schedule adopted on an annual basis provides the Council the opportunity to review fees for services in a comprehensive manner.

Over the past several months, Staff has reviewed the direct and indirect costs of these regulatory functions to determine whether fee adjustments are necessary or if new fees should be established. Based on this analysis, Staff recommends adjustments, as detailed in the attached summary.

Departmental Staff will be on hand at the Council meeting to address the new fees or suggested changes.

All of the proposed changes are highlighted in yellow on the attached Fee Schedule, and generally reflect the need to recover increased regulatory costs, staff time related to special requests, or development-related impacts on city services.

Policy Objectives

Adopting the annual fee schedule is consistent with governmental best practices and ensures that the City's regulatory functions are properly funded.

Racial Equity Impact Summary

There is no anticipated racial equity impact

Budget Implications

31 Based on the recommended fee adjustments, it is projected that the proposed fees will generate
32 revenues sufficient to cover the City's added regulatory costs.

33
34

35 **Staff Recommendations**

36 Review the attached fee schedule in advance of the final consideration of an ordinance amending the
37 2024 Fee Schedule to be presented as part of the overall 2024 Budget.

38
39

40 **Requested Council Action**

41 Review the attached fee schedule in advance of the final consideration of an ordinance amending the
42 2024 Fee Schedule to be presented as part of the overall 2024 Budget.

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45

Prepared by: Katie Bruno, Deputy City Clerk

Attachments: 1. Summary of Changes
2. 2024 Proposed Fee Schedule

46

Summary of Community Development's proposed 2024 Fee Schedule revisions:

General Tab

- No new fees proposed
- Processing Fees: any fees processed in Accela would be assessed a 3% or \$3 minimum charge beginning in 2024 – 2% no longer covers the annual license costs, which this fee funds.

Building Tab

- No new fees proposed
- Building Permit Valuation category of \$1-\$500 was eliminated, consistent with the valuation categories provided in State Statute.
- Structure Age Verification fee was eliminated – permit requestor provides this information on a separate form – verification isn't performed so a fee isn't necessary
- Various revisions are proposed to the mechanical and plumbing permit fees in an effort to establish a uniform system based on the number of fixtures, with the actual fee set to cover the updated wage of one hour of staff time per permit.
- All other fee revisions are based on an updated hourly wage cost of \$76 (1.5 times the hourly rate of a building inspector) – assuming 45-60 minutes of staff time, depending on the permit type.

CD Misc. Tab

- No new fees proposed
- References to "CD" changed to "USB" based on technology availability – cost increased to reflect .5 hours of the updated hourly wage (staff time) with \$5 of cost associated with a USB drive
- Hardscape improvement permit fee of \$75 eliminated – such a permit hasn't been used in years
- Staff research time & Zoning compliance letter fees adjusted to reflect an updated hourly rate based on 1.5 times the Senior Planner's wage

Summary proposed Public Works/Engineering 2024 Fee Schedule revisions:

- Curb stop on/off fee – Changed to Water off fee.
 - Changed from \$50-\$100
 - Will only charge when we turn off, not on
- Erosion control escrow fee (per acre):
 - Broke our fee schedule in more detail.
 - No increase to costs
- Utility Service Location Fee
 - This was supposed to be removed last year. Not used.
- Water Meter Deposit
 - Added deposit information into fee schedule
 - Previously this was adopted in other action.
- Wireless support structure-Administrative application fee
 - Changed to \$500
- Wireless tower lease agreement
 - Added to fee schedule
 - Previously negotiated.
 - Based on averages of 4 other cities.
- Hydrant Meter Rental
 - New – Added to fee schedule
 - Previously was adopted in other action.
- Erosion Control Permits
 - Renamed breakdown of individual fees to match new ordinance language
 - Corrected error in the fee for permits near water resource
 - No changes to other fees
- Erosion Control Renewals
 - Renamed breakdown of individual fees to match new ordinance language
 - No changes to fees.
- Grading Permits
 - Renamed breakdown of individual fees to match new ordinance language
 - Corrected error in the fee for permits near water resource
- Stormwater Permit Review
 - Renamed breakdown of individual fees to match new ordinance language
 - No changes to fees

City of Roseville
2024 Proposed Fee Schedule

General Business Licenses and Permit Fees

<u>Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>Proposed 2024 Amount</u>	<u>Comments</u>
Benches in right-of-way	703	50.00	50.00	Bench/Year
Assessment searches:				
Deferred or pending	n/a			
Historical	n/a	100.00	100.00	
Burial Permit	401	100.00	100.00	
Certification of Delinquent Utility Bill Service Charge		25.00	25.00	
Cigarettes and tobacco products, sale of	306	200.00	200.00	
Compost/woodchip delivery from Compost Site	n/a	50.00	50.00	
Construction noise variance	405	450.00	450.00	
Conversation parlors	308	10,000.00	10,000.00	
Copy charges per page	n/a	0.25	0.25	
CPR Training charge per student	n/a	110.00	110.00	
Curb stop turn on/off fee Turn Water Off	801.09	50.00	100.00	
Data / USB Drive Copies	n/a	10.00	10.00	
Daycare facility inspection fee	n/a	50.00	50.00	
Dog and cat license:				
2 Year: sterilized	501	10.00	10.00	
2 Year: sterilized with micro chip	501	5.00	5.00	
2 Year: non-sterilized	501	35.00	35.00	
2 Year: non-sterilized with micro chip	501	25.00	25.00	
Lifetime: sterilized	501	30.00	30.00	
Lifetime: sterilized with micro chip	501	5.00	5.00	
Lifetime: non-sterilized	501	150.00	150.00	
Lifetime: non-sterilized with micro chip	501	100.00	100.00	
Duplicate or address change	501	5.00	5.00	
Special multiple: 2 Year	501	40.00	40.00	
Dog kennels	501	75.00	75.00	
Easement or right-of-way vacation	n/a	475.00	475.00	
Encroachment agreement application fee	n/a	475.00	475.00	
Erosion control escrow fee (per acre):		-	-	
Standard	1017	3,000.00		
Residential remodel (less than 1/4 acre)	1017	1,000.00		
<5,000 SF (within 300' of water resource	1017		-	
<0.5 acre (residential remodel only)	1017		1,000.00	
<1 acre	1017		3,000.00	
> 1 acre (round up to the nearest acre)	1017		3,000 (per acre)	
False alarm fees: Fire:				
Third false alarm	506	300.00	300.00	
Fourth	506	400.00	400.00	
Fifth and all subsequent alarms	506	500.00	500.00	
Construction-related	n/a	150.00	150.00	
False alarm fees: Police:				
Third false alarm	506	100.00	100.00	
Fourth	506	200.00	200.00	
Fifth	506	300.00	300.00	
Sixth	506	400.00	400.00	
Seventh and all subsequent alarms	506	500.00	500.00	
Fertilizer:				
Sale of	408	30.00	30.00	
Applicator	408	100.00	100.00	
Firearms, sale of	310	30.00	30.00	
Fire Inspection:	902	105.00	105.00	
Commerical vent hood	902	110.00	110.00	
Natural gas-related emergencies		250.00	250.00	Per hour (contractor-related)
Outside of normal business hours		105.00	105.00	Per hour (minimum 2 hours)
Fire rescue and extrication fee	n/a	400.00	400.00	
Fire & EMS Assistance Fee	n/a	400.00	400.00	
Fire safety training (per hour)	n/a	110.00	110.00	
Fireworks, sale of consumer:				
Existing retail	n/a	100.00	100.00	
Stand-alone, temporary	902	450.00	450.00	Incl. structure & product storage
Fuel storage tank removal inspection	902	170.00	170.00	Above or underground tanks
Fuel storage tank: Installation of liquid fuel tank	902	170.00	170.00	Above or underground tanks
Fuel storage tank: Installation of liquefied fuel tank	902	170.00	170.00	Above or underground tanks
Gasoline stations	310	186.00	186.00	
Gas pumps (private business)	310	186.00	186.00	
Horse	501	5.00	5.00	
Hospitals-veterinary	310	80.00	80.00	
Hotel/Motel Annual Inspection				
Base rate	n/a	435.00	435.00	Inspection services transferred
Per unit fee	n/a	3.00	3.00	from State Fire Marshall's
Follow-up inspection	n/a	125.00	125.00	Office
Verified complaint inspection	n/a	125.00	125.00	
Lawful gambling:				
One-time event	304	25.00	25.00	
On-going premise permit: net sales %	304	0.5%	0.5%	
On-going premise permit: net profits %	304	0.10	0.10	
Liquor Licenses:				
On-sale intoxicating liquor license	302	\$ 7,000.00	\$ 7,000.00	
On-sale non-intoxicating liquor license	302	\$ 100.00	\$ 100.00	
On-sale wine license (75 seats or less)	302	750.00	750.00	

City of Roseville
2024 Proposed Fee Schedule

General Business Licenses and Permit Fees

<u>Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>Proposed 2024 Amount</u>	<u>Comments</u>
On-sale wine license (75+ seats)	302	1,500.00	1,500.00	
Renewal Application-late fee		\$50	\$50	
Temporary: on-sale (3 days)	302	50.00	50.00	
Temporary: on-sale in Cental Park	302	20.00	20.00	
Sunday on-sale	302	200.00	200.00	
Special club: 51-200 members	302	300.00	300.00	
Special club: 201-500 members	302	500.00	500.00	
Special club: 501-1,000 members	302	650.00	650.00	
Special club: 1,001-2,000 members	302	800.00	800.00	
Special club: 2,001-4,000 members	302	1,000.00	1,000.00	
Special club: 4,001-6,000 members	302	2,000.00	2,000.00	
Special club: more than 6,000 members	302	3,000.00	3,000.00	
On-sale brewery taproom	302	750.00	750.00	
Off-sale brewery taproom	302	300.00	300.00	
On-sale micro distillery cocktail room	302	750.00	750.00	
Off-sale micro distillery cocktail room	302	300.00	300.00	
Off-sale intoxicating liquor license	302	300.00	300.00	
Off-sale intoxication liquor license	302	200.00	200.00	See comment 'A' below
Off-sale non-intoxication liquor license	302	30.00	30.00	
Sale outside of premises	302	25.00	25.00	
Investigation fee	302	300.00	300.00	
Massage therapist	309	125.00	125.00	
Massage therapy business establishment:				
License	309	325.00	325.00	
First-time applicant background check	309			
Renewal Application-late fee		\$50	\$50	
Open burning permit	n/a	120.00	120.00	Plus \$0.50 per required notice
Park dedication fee:		4,250.00	4,250.00	per unit
	Residential (per unit)	1103		
	Non-residential (fair-market value %)	1103		See comment 'B' below
Pathway patching fee:				
	Concrete sidewalk (2 panels)	n/a	1,500.00	
	Bituminous (12' x 8')	n/a	1,100.00	
Pawn shop license	311	10,000.00	10,000.00	
Pawn shop + precious metal dealer license	311	13,000.00	13,000.00	
Pawn shop transaction fee (per transaction)	n/a	2.90	2.90	
Precious metal dealer	311	3,000.00	3,000.00	
Private hydrant inspections:				
	Per Hydrant	801	70.00	70.00
Processing Fees	n/a	2%	3% or \$3 min	See comment 'C' below
Public improvement contract application fee	n/a	550.00	550.00	See comment 'D' below
Public Nuisance Deviation Fee	407.1	50.00	50.00	
Recycling contractor	403	125.00	125.00	
Rental licensing:				
	Multi-family annual inspection fee: Building	908	102.00	102.00
	Multi-family annual inspection fee: Per Unit	908	15.00	15.00
	Multi family: reinstatement	908	102.00	102.00
	Reinspection fee	908	110.00	110.00
	Failure to renew within 30 days of exp.	908	500.00	500.00
	Fee appeal to City Council	908	50.00	50.00
Rental registration:				
	Registration Fee	907	35.00	38.00
	Late renewal fee	907	35.00	38.00
	Administrative fee (per unit)	907	100.00	100.00
	Appeal	907	50.00	50.00
Requested Fire Inspection/Consultation (per hour)	n/a	110.00	110.00	
Returned Check/ACH		30.00	30.00	
Right of way permits:				
	Hole (per hole)	707	400.00	400.00
	Trench	707	400.00	400.00 + \$0.40 / lineal foot of trench
	Boring	707	400.00	400.00 + \$0.40 / lineal foot of boring
	Non-excavation (obstruction)	707	50.00	50.00 + \$0.06 / lineal foot
	Roll-off container	707	50.00	50.00
	Extension	707	25.00	25.00 + \$25.00 per week of extension
	Oversize/overweight vehicle	707	30.00	30.00
	Penalty	707		
	Curb cut	707	50.00	50.00
	New or revised wireless support structure	n/a	100.00	100.00
	Other Agency review	707	30.00	30.00
	Winter excavation surcharge	707	100.00	100.00
Sewer usage fees	802	n/a	n/a	Amount per hole
Short-Term Rental License	909	515.00	515.00	Established separately
	Failure to renew w/in 5 days	909	100.00	100.00
	Administrative fine	909	100.00	100.00
Soil contamination fee (per cubic yard)	406	1.00	1.00	max \$300
Solid waste hauler license	402	125.00	125.00	
Special Event License		75.00	75.00	
Street patching fee:				
	Half width without curb	n/a	1,100.00	1,100.00
	Half width with curb	n/a	1,900.00	1,900.00

City of Roseville
2024 Proposed Fee Schedule

General Business Licenses and Permit Fees

<u>Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>Proposed 2024 Amount</u>	<u>Comments</u>
Full-width without curb	n/a	2,200.00	2,200.00	
Full-width with curb	n/a	3,000.00	3,000.00	
Sump pump waiver fee	802	50.00	50.00	
Sump pump surcharge fee (per month)	802	50.00	50.00	
THC Sales		300.00	300.00	
Investigative Fee	302	300.00	300.00	
Tree planting and removal	706			Established separately
Utility service location fee	n/a			
Vehicle impound fee (per day)	n/a	20.00	20.00	
Vehicle related emergency response	n/a	400.00	400.00	See Comment "e" below
Per vehicle involved	n/a	48.00	48.00	
Significant incident response larger /specialized response	n/a	see comments	see comments	Bill based on time and supplies
Water meter deposit	801	n/a	n/a	Established separately
5/8 x 3/4 Disc			340	
Full 3/4" Disc			410	
1" Disc			520	
1 1/2" Disc			960	
1 1/2" Mach 10			1050	
2" Disc			1170	
2" Mach 10			1230	
2" Turbo			1220	
2" Compound			2320	
3" Mach 10 (12")			3400	
3" Mach 10 (17")			3480	
3" Compound			3630	
4" Compound			4750	
4" Mach 10			4400	
6" Compound			7890	
6" Turbo			4760	
6" Mach 10			7030	
Water tower permit: private use	801	n/a	n/a	Established separately
Water usage fees	801	n/a	n/a	Established separately
Well permit	801	n/a	n/a	Established separately
Wireless support structure-Administrative application fee, for new or modifying existing	n/a	1,000.00	500.00	
Wireless equipment - Escrow Fee for Modifying Existing	n/a	8,000.00	8,000.00	
Wireless equipment - Escrow Fee for new equipment	n/a	10,000.00	10,000.00	
Wireless tower lease agreement	1205	n/a	n/a	Negotiated
Annual Lease for 6 antenna + 200SF	1205		42,000.00	
Lease accelerator	1205		4%	
Add'l Antennas (per each)	1205		2,500.00	
Add'l Ground Space (per SF)	1205		50.00	
Other equipment	1205		n/a	Negotiated
Hydrant Meter Rental				
Monthly Fee			100.00	
5/8-1" Meter Deposit			800.00	
1.5" Meter Deposit			2,000.00	
3" Meter Deposit			6,000.00	
Hydrant Wrench (if not returned)			180.00	
<u>Comments:</u>				
(a)	If MN Statute 340A.408, subd 3(c) are met			
(b)	Calculation is based on 10% of the estimated fair market value of unimproved land, as determined by the Ramsey County Assessor's Office on the date of approval of the plat or subdivision.			
(c)	For 2018 and beyond, the fee is \$3 minimum or 3% of the fine, registration, permit, or license when processed in Accela			
(d)	In addition to the \$550 base fee, an escrow fee of 4% of the total improvement cost is also collected			
(e)	1. Vehicle Response Fee (accident, vehicle fire, clean-up, injury accident, Extrication, vehicle fire).			
	a. This program would be administered by the newly created Lieutenant positions.			
	b. Estimated annual fee income of \$34, 000			
	c. Roseville Fire responds to several hundred vehicle related emergencies annually at significant cost to the department. This fee would of			
	d. This fee would replace the current "Fire Rescue and Extrication fee".			
	e. Most vehicles insurance cover emergency response these type incidents.			
	f. The fee would remain \$400.00 incident and \$48.00 per vehicle involved. Additional costs would be added for hazards related to larger i			

City of Roseville

Administrative Fines

<u>Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>Proposed 2024 Amount</u>	<u>Comments</u>
Alcohol Sales (License Holder):				
Off-sale 1st Violation	302.15	2,000.00	2,000.00	no suspension
Off-sale 2nd Violation (in 36 months)	302.15	2,000.00	2,000.00	3 day suspension
Off-sale 3rd Violation (in 36 months)	302.15	2,000.00	2,000.00	7 day suspension
Off-sale 4th Violation (in 36 months)	302.15	Revocation	Revocation	
Alcohol Sales (License Holder):				
On-sale 1st Violation	302.15	2,000.00	2,000.00	1 day suspension
On-sale 2nd Violation (in 36 months)	302.15	2,000.00	2,000.00	5 day suspension
On-sale 3rd Violation (in 36 months)	302.15	2,000.00	2,000.00	15 day suspension
On-sale 4th Violation (in 36 months)	302.15	Revocation	Revocation	
Alcohol Sales:				
Purchase, possession: underage	n/a	\$ 150.00	\$ 150.00	
Lending ID to underage person	n/a	100.00	100.00	
Selling alcohol: underage	n/a	250.00	250.00	
License holder	n/a	300.00	300.00	
Other violation	n/a	100.00	100.00	
Animals:				
Vicious animal	n/a	50.00	50.00	
Barking dog	n/a	50.00	50.00	
Animal at large	n/a	50.00	50.00	
Other violation	n/a	50.00	50.00	
City Code violation: general	n/a	100.00	100.00	
Consuming alcohol: unauthorized places	n/a	250.00	250.00	
Discharge, display of weapon	n/a	250.00	250.00	
Expired license plates	n/a	35.00	35.00	
Fats, Oil, Grease (FOG) Fines - Engineering				
FOG discharge resulting in blockage	n/a	1,000.00	1,000.00	Per incident
Failure to maintain records	n/a	250.00	250.00	Per incident
Failure to apply for license	n/a			
Fires:				
No open fires	n/a	250.00	250.00	
Fire code	n/a	250.00	250.00	
Fireworks: use, possession, sale	n/a	250.00	250.00	
Golf cart / ATV violation	n/a	50.00	50.00	
Illegal dumping	n/a	150.00	150.00	
Land use	n/a	100.00	100.00	
Licenses (not occurring elsewhere)	n/a	50.00	50.00	
Missing plate/tab	n/a	35.00	35.00	
Noise complaint	n/a	250.00	250.00	
Parking: snowbird	n/a	25.00	25.00	
Park ordinance violation	n/a	25.00	25.00	
Peddling	n/a	75.00	75.00	
Pet Store Requirements:	n/a			
1st violation (within a rolling 12 months)	501	1,000.00	1,000.00	
2nd violation (within a rolling 12 months)	501	1,500.00	1,500.00	
3rd violation (within a rolling 12 months)	501	3,000.00	3,000.00	
Property nuisance: Repeat	511	250.00	250.00	See Comment 'a' below
Commercial Lodging Establishment		250.00	250.00	See Comment 'b' below
Public nuisance	n/a	100.00	100.00	
Regulated businesses	n/a	100.00	100.00	
Seat belts	n/a	25.00	25.00	
Signs	n/a	50.00	50.00	
Snowmobiles (use on public property)	n/a	50.00	50.00	
Tampering with civil defense system	n/a	250.00	250.00	
THC Sales (License Holder):	316			
1st Violation	316	1,000.00	1,000.00	

City of Roseville

Administrative Fines

<u>Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>Proposed 2024 Amount</u>	<u>Comments</u>
2nd Violation (in 36 months)		2,000.00	2,000.00	Plus 3-day License Suspension
3rd Violation (in 36 months)		2,000.00	2,000.00	Plus 7-day License Suspension
4th Violation (in 36 months)		Revocation	Revocation	
THC Sales:				
Selling THC: underage		250.00	250.00	
Other violation		100.00	100.00	
Tobacco Sales (License Holder):				
1st Violation	306.09	1,000.00	1,000.00	
2nd Violation (in 36 months)	306.09	2,000.00	2,000.00	Plus 3-day License Suspension
3rd Violation (in 36 months)	306.09	2,000.00	2,000.00	Plus 7-day License Suspension
4th Violation (in 36 months)	306.09	Revocation	Revocation	
Tobacco Sales:				
Selling tobacco: underage	306.09	250.00	250.00	
Other violation		100.00	100.00	
Trapping Ordinance Violation	512	150.00	150.00	
Trespassing	n/a	150.00	150.00	
Wetland / Shore land	1017	100.00	100.00	

Comments:

- (a) Beginning with the 3rd call, the cost is \$250 plus the costs related to the call up to \$2,000
- (b) More than 10 calls per calendar month

City of Roseville

Permit and Plan/Project Review Fees

<u>Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>Proposed 2024 Amount</u>	<u>Comments</u>
Building Permit - Community Development:				
\$1 - \$500 valuation (total valuation)		\$ 31.00		
\$1 - \$2,000 valuation		31.00	83.50	
\$2,001 - \$25,000 valuation		83.50	83.50	For the first \$2,000 value;
		-	-	plus \$16.55 for each add'l \$1,000
		-	-	value or fraction thereof
\$25,001 - \$50,000 valuation		464.15	464.15	For the first \$25,000 value;
		-	-	plus \$12.00 for each add'l \$1,000
		-	-	value or fraction thereof
\$50,001 - \$100,000 valuation		764.15	764.15	For the first \$50,000 value;
		-	-	plus \$8.45 for each add'l \$1,000
		-	-	value or fraction thereof
\$101,001 - \$500,000 valuation		1,186.65	1,186.65	For the first \$100,000 value;
		-	-	plus \$6.75 for each add'l \$1,000
		-	-	value or fraction thereof
\$500,001 - \$1,000,000 valuation		3,886.65	3,886.65	For the first \$500,000 value;
		-	-	plus \$5.50 for each add'l \$1,000
		-	-	value or fraction thereof
\$1,000,000 + valuation		6,636.65	6,636.65	For the first \$1,000,000 value;
		-	-	plus \$4.50 for each add'l \$1,000
		-	-	value or fraction thereof
Inspections outside of normal business hours		76.00	76.00	Hourly rate
Re-inspection fees (hourly)		76.00	76.00	Hourly Rate
Misc. inspection/investigation fees (hourly)		76.00	76.00	Hourly Rate
Add'l plan review fee required by revisions		76.00	76.00	Hourly rate
Building Permit - Engineering:				
\$1 - \$500 valuation	\$	20.00	\$ 20.00	
\$501 - \$2,000 valuation		20.00	20.00	
\$2,001 - \$25,000 valuation		35.00	35.00	
\$25,001 - \$50,000 valuation		70.00	70.00	
\$50,001 - \$100,000 valuation		95.00	95.00	
\$100,001 - \$500,000 valuation		130.00	130.00	
\$500,001 - \$1,000,000 valuation		230.00	230.00	
\$1,000,000 +		360.00	360.00	
Demolition Permit Fee - Community Development				
Tenant improvement/remodeling	\$	75.00	\$ 76.00	Prior to building permit
Structures not connected to utilities		96.00	76.00	
Structures connected to city utilities: residential		163.00	152.00	
Structures connected to city utilities: commercial		425.00	456.00	
Fire Safety Inspection Fee		8%	8%	% of building permit fee
Fire Plan Review Fee: New Construction (hourly)		110.00	110.00	
Fire Plan Review Fee: Existing				
** Plan Review Fee will be 65% of the calculation below **				
\$1 - \$2,000 valuation		110.00	110.00	Per Hour
\$2,001 - \$25,000 valuation		110.00	110.00	For the first \$2,000 value;
				plus \$21.00 for each add'l \$1,000
				value or fraction thereof
\$25,001 - \$50,000 valuation		576.00	576.00	For the first \$25,000 value;
		-	-	plus \$15.40 for each add'l \$1,000
		-	-	value or fraction thereof
\$50,001 - \$100,000 valuation		961.00	961.00	For the first \$50,000 value;
		-	-	plus \$10.70 for each add'l \$1,000
		-	-	value or fraction thereof
\$101,001 - \$500,000 valuation		1,496.00	1,496.00	For the first \$100,000 value;
		-	-	plus \$8.60 for each add'l \$1,000

		-	-	value or fraction thereof
\$500,001 - \$1,000,000 valuation		4,936.00	4,936.00	For the first \$500,000 value;
		-	-	plus \$7.10 for each add'l \$1,000
		-	-	value or fraction thereof
\$1,000,000 + valuation		8,486.00	8,486.00	For the first \$1,000,000 value;
		-	-	plus \$5.70 for each add'l \$1,000
		-	-	value or fraction thereof
Erosion control inspection permit:		0	0	
Less than 1 acre	1017	1,000.00		
1 to 5 acres	1017	1,500.00		
More than 5 acres	1017	2,000.00		
Shoreland district < 5,000 sq. ft.	1017	300.00		
Residential remodel (less than 1/4 acre)	1017	300.00		
Permit renewal (residential remodel)	1017	150.00		
< 5,000 SF (within 300' of water resource)			50.00	
< 1/2 acre (residential remodel only)		300.00	300.00	
5,000 SF to 1 acre (residential only)		1,000.00	1,000.00	
1 - 5 acres		1,500.00	1,500.00	
> 5 acres		2,000.00	2,000.00	
Erosion control permit renewal:		-		
Less than 1 acre	1017	\$ 750.00		
1 to 5 acres	1017	1,000.00		
More than 5 acres	1017	1,250.00		
< 0.5 acre (residential remodel only)		\$ 150.00	\$ 150.00	
< 1 acre		\$ 750.00	\$ 750.00	
1 - 5 acres		1,000.00	1,000.00	
> 5 acres		1,250.00	1,250.00	
Grading Permit Fee - Engineering:				
50 cubic yards or less		\$ 50.00		
< 5,000 SF (within 300 feet of water resource)			50.00	
≤ 50 cubic yards			-	
51 - 250 cubic yards		100.00	100.00	
251 - 1,000 cubic yards		200.00	200.00	
1,001 - 10,000 cubic yards		350.00	350.00	
10,000 + cubic yards		650.00		
> 10,000 cubic yards		650.00	650.00	
Stormwater drainage fees	803	n/a	n/a	Established separately
Stormwater impact fee (per cubic foot)	1017	30.00	30.00	
Stormwater residential permit:		-	-	
Initial	n/a	250.00	250.00	
Renewal (5 year term)	n/a	100.00	100.00	
Stormwater Permit Review		-	-	
Less than 1 acre	803	35.00		
1 - 5 acres	803	75.00		
More than 5 acres	803	125.00		
< 1 acre		35.00	35.00	
1 - 5 acres		75.00	75.00	
> 5 acres		125.00	125.00	
Non-compliance fine	n/a	100.00	100.00	
House Moving Permit Fee:		-	-	
Over private property only		\$ 95.00	\$ 95.00	
Over public streets		137.00	137.00	
Investigation fee (hourly)		76.00	76.00	
Manufactured Home Permit Fee (new installation)		275.00	275.00	
Mechanical Permit Fee - Residential:		-	76.00	
Additioanl for each fixture			10.00	
Air conditioning: replacement		61.00		
Warm air furnace: replacement		61.00		
Hot water boilers: replacement		61.00		
Unit heaters		61.00		
Swimming pool heaters		61.00		
New construction, misc. work & gas piping	1.28 % of job cost	1.28 % of job cost	Plus \$76.00	
Minimum fee		61.00	\$76.00	

Gas fireplace	61.00		
In floor heat	85.00	\$76.00	
Mechanical Permit Fee - Commercial (All)	1.28 % of job cost		Plus \$76.00
Plan Review Fee:	65% % of permit fee		
Plumbing Permit Fee: Residential	-		
Minimum fee	61.00	\$76.00	
Additional for each fixture opening	10.00	10.00	
Backflow prevention device	10.00	10.00	
Miscellaneous work		-	
New construction, misc. work & gas piping	1.28 % of job cost	1.28 % of job cost	Plus \$76.00
Plumbing Permit Fee: Commercial	1.28 % of job cost	1.28 % of job cost	Plus \$76.00
Minimum fee	-	\$76.00	
Sewer Connection Permit Fee - Community Develop:	-		
Residential	\$ 96.00	\$ 76.00	
Commercial	303.00	304.00	
Repair	61.00	76.00	
Disconnect: residential	85.00	76.00	
Disconnect: commercial	169.00	152.00	
Sewer Connection/Inspection Permit Fee - Engineering:	-	-	
Connection: residential	25.00	25.00	
Connection: commercial	75.00	75.00	
Connection: repair	25.00	25.00	
Connection: inspection	75.00	75.00	
Disconnect: residential	25.00	25.00	
Disconnect: commercial	75.00	75.00	
Sign Permit Fee - Community Development:			
Permanent sign (minimum fee)			
Annual sign	100.00	100.00	
Temporary sign	30.00	30.00	
Attention-getting device	30.00	30.00	
Swimming Pool Permit - Community Development:	-	-	
Residential: in-ground	212.00	212.00	
Commercial		Per Valuation	
Swimming Pool Permit - Engineering	15.00	15.00	
Water Connection Permit Fee - Community Develop:	-		
Residential	96.00	76.00	
Commercial	303.00	304.00	
Repair	61.00	76.00	
Disconnect: residential	85.00	76.00	
Disconnect: commercial	169.00	152.00	
Water Connection/Inspection Permit Fee - Engineering:	-		
Connection: residential	25.00	25.00	
Connection: commercial	75.00	75.00	
Connection: repair	25.00	25.00	
Connection: inspection	75.00	75.00	
Disconnect: residential	25.00	25.00	
Disconnect: commercial	75.00	75.00	
Water Meter Program Fees - Engineering:	-	-	
Manual meter read surcharge	20.00	20.00	per quarter
Non-standard water meter no-read fee	50.00	50.00	
Denial of access to water meter	100.00	100.00	per quarter
Utility Disconnect Fee	5,000.00	5,000.00	
Miscellaneous Permit Fees:	-	-	
Administrative fee for Accelerated abatement	125.00	125.00	
Administrative fee-Council Approved Abatement	350.00	350.00	
Administrative fee: other zones	69.50	76.00	
Administrative fee: R1 or R2 zones	69.50	76.00	
Backflow prevention investigation fee	75.00	76.00	
Certificate of Occupancy: conditional	102.00	76.00	Special conditions
Certificate of Occupancy: copy	n/c	n/c	
Certificate of Occupancy: full	25.00	25.00	
City contractor license fee	63.00	63.00	
Construction deposit: commercial	5,000.00	5,000.00	

Construction deposit: residential	1,000.00	1,000.00	
Drain tile	115.00	76.00	
Driveway permits: residential replacement	55.00	57.00	
Driveway permits: residential expansion	75.00	76.00	Plus \$25 Engineering fee
Fence permits: residential	52.00	57.00	
Fence permits: commercial		Per Valuation	
Footing/foundation permits: commercial		Per Valuation	
Footing/foundation permits: residential		Per Valuation	
Garage only (detached: roofing & siding)	56.00	57.00	
Other	-	-	
Outdoor sales/display permit: 1-5 occurrences	50.00	50.00	
Outdoor sales/display permit: 6-10 occurrences	75.00	75.00	
Outdoor sales/display permit: 11 or more	200.00	200.00	
Outdoor storage/display permit: 1-5 occurrences	50.00	50.00	
Outdoor storage/display permit: 6-10 occurrences	100.00	100.00	
Outdoor storage/display permit: 11 or more	200.00	200.00	
Outdoor temporary event: 1-5 occurrences	50.00	50.00	+ Fire \$125 inspection fee (b)
Outdoor temporary event: 6-10 occurrences	100.00	100.00	+ Fire \$125 inspection fee (b)
Outdoor temporary event: 11 or more occurrences	200.00	200.00	+ Fire \$125 inspection fee (b)
Parking lot repair	152.00	152.00	See comment (a)
Replacement inspection card	21.00	21.00	
Residential siding replacement flat fee	140.00	140.00	
Residential window replacement flat fee	140.00	140.00	
Residential wood burning fireplace	92.00	152.00	
Re-stamping job site plan sets	31.00	31.00	
Roofing flat fee (residential)	140.00	140.00	
Miscellaneous Permit Fees Continued:	-	-	
SAC administration fee	36.00	38.00	
SAC research fee: hourly Rate	70.00	76.00	
Shed permits (residential < 120 square feet)	52.00	57.00	
Shed permits (residential 121-200 square feet)	75.00	76.00	Plus \$15 Engineering fee
Solar panel/renewable energy equipment install	1.28 % of job cost or	1.28 % of job cost or	or \$160 minimum fee
Verification fee: age of structure on property	5.00		
Verification fee: electrician/plumber state license	1.00	1.00	
Verification fee: lead abatement certificate	1.00	1.00	
Verification fee: sewer/water bond certificate	1.00	1.00	
Verification fee: state contracting license	1.00	1.00	See Comment (c)

Comments:

- (a) Fee amount if < 25% of total surface is replaced not exposing sub-base, otherwise add'l fees are imposed
(b) An additional \$125 fire inspection fee will be charged if using a tent or other membrane structure of 400 s.f. or larger
(c) Verification fee required for all trades with State licenses or bonds

City of Roseville

Community Development Miscellaneous Fees

<u>Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>Proposed 2024 Amount</u>	<u>Comments</u>
Accessory Dwelling Unit permit	n/a	\$ 100.00	\$ 100.00	
Administrative deviation	n/a	\$ 110.00	\$ 110.00	
Appeal of Administrative Decision	n/a	\$100	\$100	
Attorney, consultant review & analysis	n/a			
City Address Book (11x17) – existing PDF maps	n/a	\$ 100.00	\$ 100.00	See Comment (a)
Comprehensive Plan – amendment	n/a	1,725.00	1,725.00	See Comment (b)
Comprehensive Plan on CD USB	n/a	20.00	45.00	See Comment (a)
Conditional Use:				
Residential	n/a	510.00	510.00	See Comment (b)
Commercial	n/a	775.00	775.00	See Comment (b)
Copying (per sheet)	n/a	0.25	0.25	
EAW Review Escrow	n/a	up to 15,000	up to 15,000	depending on project complexity
Hardscape improvement permit		75.00		
Interim Use	n/a	1,475.00	1,475.00	See Comment (b)
Interim Use extension	n/a	1,025.00	1,025.00	See Comment (b)
Landscape Plan:				
Application fee	n/a	200.00	200.00	
Escrow	n/a	500.00	500.00	
Land Division Variation Fee	n/a	375.00	375.00	
Maps – 8 ½ x 11 (b & w) – existing PDF maps	n/a			See Comment (c)
Maps – 8 ½ x 11 (color) – existing PDF maps	n/a	1.00	1.00	See Comment (a)
Maps – 11 x 17 (color) – existing PDF maps	n/a	2.00	2.00	See Comment (a)
Maps – 17 x 22 (color) – existing PDF maps	n/a	10.00	10.00	See Comment (a)
Maps – 22 x 34 (color) – existing PDF maps	n/a	20.00	20.00	See Comment (a)
Maps – 34 x 44 (color) – existing PDF maps	n/a	40.00	40.00	See Comment (a)
Master Sign Plan:				
Residential/institutional	n/a	250.00	250.00	
Commercial	n/a	350.00	350.00	
Open House fee		-	-	
Application fee	n/a	1,100.00	1,100.00	
Escrow	n/a	500.00	500.00	
Planned Unit Development:				
Amendment	n/a	\$ 1,210.00	\$ 1,210.00	
Sketch plan PUD open house application fee	n/a	800.00	800.00	
Sketch plan PUD application fee	n/a	350.00	350.00	
PUD Concept Plan: open house application	n/a	800.00	800.00	
PUD Concept Plan: application fee	n/a	2,500.00	2,500.00	
PUD Concept Plan: escrow	n/a	4,200.00	4,200.00	
PUD Final Plan: application fee	n/a	1,200.00	1,200.00	
PUD Final Plan: escrow fee	n/a	1,800.00	1,800.00	
PUD Cancellation: application fee		250.00	250.00	
PUD Cancellation: escrow fee		500.00	500.00	
Planning Commission agendas/year (mailed)	n/a	10.00	10.00	See Comment (a)
Planning Commission minutes/year (mailed)	n/a	15.00	15.00	See Comment (a)
Public Financing & Business Subsidy:		\$ -	\$ -	
Application fee	n/a	1,500.00	1,500.00	Nonrefundable
Escrow	n/a	15,000.00	15,000.00	
Rezoning of project site or parcel	n/a	1,475.00	1,475.00	
Staff research time (per hour)	n/a	69.50	84.00	
Subdivision:				
Escrow (minimum)	n/a	2,500.00	2,500.00	See Comment (d)
Minor Subdivision	n/a	675.00	675.00	
Escrow data collection, analysis (per hour)	n/a	69.50	69.50	
Preliminary Plat	n/a	1,375.00	1,375.00	
Final Plat	n/a	510.00	510.00	
Tree preservation:				
Restoration & Landscape Plan Application	n/a	300.00	300.00	
Restoration & Landscape Plan Escrow	n/a	500.00	500.00	
Temporary Overnight Shelter License	3.10 and Title 10	250.00	250.00	
Variance:				
Residential	n/a	360.00	360.00	See Comment (b)
Non Residential	n/a	475.00	475.00	See Comment (b)
Variance appeal fee:				
Residential	n/a	150.00	150.00	
Commercial	n/a	300.00	300.00	

Zoning Code text amendment	n/a	1,425.00	1,425.00	See Comment (b)
Zoning Code on CD USB	n/a	20.00	45.00	See Comment (a)
Zoning compliance letter: data collection & analysis	n/a	69.50	84.00	Per hour (1 hour minimum)

Comments:

- (a) Item is free on City website, and available for review at City Hall and Roseville Library.
- (b) If multiple requests (e.g. subdivision, variance), for the same application, the most expensive permit application fee is charged.
- (c) Maps/data created as a custom request are charged time and materials rate. GIS Coordinator at 1.9 times hourly rate
- (d) Amount listed under the PUD and Subdivision Escrow is the minimum amount required for the application.
A higher amount, as determined by the City, may be required for projects that will take a significant amount of time. Costs shall be paid as part of this escrow.

City of Roseville

Electrical Permit Fees: Community Development

<u>Electrical Permit Fee Description</u>	<u>City Code</u>	<u>2023 Amount</u>	<u>2024 Proposed Amount</u>	<u>Comments</u>
Minimum fee	n/a	\$ 50.00	\$ 50.00	No refunds available
Services, changes for services:				
0 to 300 amp	n/a	\$ 55.00	\$ 55.00	
400 amp	n/a	71.00	71.00	
500 amp	n/a	87.00	87.00	
600 amp	n/a	103.00	103.00	
800 amp	n/a	135.00	135.00	
1,000 amp	n/a	167.00	167.00	
1,100 amp	n/a	183.00	183.00	
1,200 amp	n/a	199.00	199.00	
Add \$16 for each additional 100 amps		-	-	
Circuits, changes for services:				
0 to 100 amp	n/a	\$ 9.00	\$ 9.00	
101 to 200 amp	n/a	15.00	15.00	
201 to 300 amp	n/a	21.00	21.00	
301 to 400 amp	n/a	27.00	27.00	
401 to 500 amp	n/a	33.00	33.00	
501 to 600 amp	n/a	39.00	39.00	
601 to 700 amp	n/a	45.00	45.00	
Add \$6 for each additional 100 amps		-	-	
Solar Fees:				
0kw-5kw	n/a	90.00	90.00	
5.1kw-10kw	n/a	150.00	150.00	
10.1kw-20kw		225.00	225.00	
20.1kw-30kw	n/a	300.00	300.00	
30.1kw-49.9kw	n/a	375.00	375.00	
50kw-and larger	n/a	400.00	400.00	
Add \$25 for each additional 10kw	n/a	25.00/10kw	25.00/10kw	
Residential panel replacement	n/a	\$ 110.00	\$ 110.00	
Residential sub panel	n/a	45.00	45.00	
Minimum fee:				
Inspection only	n/a	50.00	50.00	Plus \$1 State surcharge
Rough-in & final	n/a	100.00	100.00	Plus \$1 State surcharge
Single-family dwelling/townhouse < 200 amps *	n/a	200.00	200.00	Plus \$1 State surcharge
Apartment buildings (per unit)	n/a	90.00	90.00	Excludes cover svc, unit feeders & house panels
Swimming pool (up to two inspections)	n/a	100.00	100.00	
Additions, remodels, basement additions	n/a	100.00	100.00	Up to 10 circuits & 2 inspections
Accessory structure:				
Panel	n/a	55.00	55.00	
Per circuit	n/a	9.00	9.00	
Inspection	n/a	100.00	100.00	
Traffic signals (per standard)	n/a	8.00	8.00	
Street & parking lot lights (per standard)	n/a	5.00	5.00	
Transformers & Generators:				
Up to 10 KVA	n/a	5.00	5.00	
11-74 KVA	n/a	40.00	40.00	
75-299 KVA	n/a	60.00	60.00	
300+ KVA	n/a	165.00	165.00	
Retro-fit lighting (per fixture)	n/a	0.85	0.85	
Sign transformer (each)	n/a	9.00	9.00	
Low voltage fire alarm, low voltage heating and air cc	n/a	0.85	0.85	
Re-inspection fee (in addition to others)	n/a	50.00	50.00	
Hourly rate for carnivals	n/a	90.00	90.00	
Commercial Fees				
\$50 per trip or the fees below, whichever is greater				\$50 per trip
\$1 - \$1,000 valuation				for the first \$1,000 plus \$3.25
\$1,001 - \$2,000 valuation		\$50	\$50	for the first \$1,000 plus \$3.32 for each additional \$100 or fraction thereof, to and including \$2,000
\$2,001 - \$25,000 valuation		\$82	\$82	for the first \$2,000 plus \$14.85 for each additional \$1,000 or fraction thereof, to and including \$25,000
\$25,001 - \$50,000 valuation		\$423.55	\$423.55	for the first \$25,000 plus \$10.70 for each additional \$1,000 or fraction thereof, to and including \$50,000
\$50,001 - \$100,000 valuation		\$691.05	\$691.05	for the first \$50,000 plus \$7.45

\$100,001 - \$500,000 valuation	\$1,063.55	\$1,063.55	for each additional \$1,000 or fraction thereof, to and including \$100,000 for the first \$100,000 plus \$6 for each additional \$1,000 or fraction thereof, to and including \$500,000
\$500,001 - \$1,000,000 valuation	\$3,463.55	\$3,463.55	for the first \$500,000 plus \$5.10 for each additional \$1,000 or fraction thereof, to and including \$1,000,000
1,000,001 and up	\$6,013.55	\$6,013.55	for the first \$1,000,000 plus \$4 for each additional \$1,000,000 or fraction thereof
Reinspection fee (in addition to all other fees)	\$50	\$50	

Comments:

Investigative fee (working without a Permit)
the fee is doubled
Refunds issued only to permits over \$100

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.g.

Department Approval



City Manager Approval



Item Description:

Ordinance Amendment to Title 8, Water and Sewer Rates and Collection of Charges

Background

The City bills water, sewer, stormwater and recycling quarterly and the city is divided up into three separate districts for billing. Title 8, Section 801.11 of the City Code relates to water rates and collection of water charges. Title 8, Section 802.12 relates to sewer rates and collection of sewer charges. Staff is bringing forward a proposed ordinance amendment on how late payment of water and sanitary sewer bills are penalized.

Currently, the City adds the 10% late payment penalty only on the most recent delinquent bill and is not currently compounded. The City has incurred the costs of providing the water and sewer services (staff time, purchase of water from St. Paul, Met Council sewer processing charges, and costs of maintaining the systems). The City's cost outlay without a corresponding inflow of revenues, results in the city's utilities incurring a loss of interest earnings on the cash balance in these individual funds, which is what the late payment penalty is expected to cover.

The proposed ordinance amendment will allow the City to compound accumulated interest on unpaid accounts and compound those charges quarterly. This action will hopefully motivate account holders to pay in a timely manner and will help the City recover the costs of not receiving the billed amounts.

As you know, the City certifies unpaid amounts to the County for collection with property taxes. The current practice with regard to certifying unpaid delinquent utilities is that any account that is in excess of 90 days past due is certified to the County Auditor after the City Council approves this certification. The City of Roseville does this four times a year and the costs of staff time, postage and paper in sending out notices of the delinquencies and the county charges for the delinquent assessments is covered by the \$25 certification fee. The City has not certified these delinquent accounts to the County with a stipulated interest rate in the past. The City has incurred the expense, has not received timely payment and then when the account is certified to the County, the County will collect these payments with the property tax collections and remit the revenue back to the City in June/July and December. The result is the City can be waiting almost two years to collect the revenue related to the water used. During those two years, the city is losing whatever interest earnings it could have had if the utilities had been paid.

To address these issues, the ordinance amendment adds language that will institute an annual interest rate of 8% and a \$25 fee when the delinquent costs are certified to the County Auditor for collection with real estate taxes. The 8% interest rate proposed is currently the average of what other cities earn on delinquent accounts.

The purpose behind these changes is to recapture the additional costs that are specifically related to delinquency of utility accounts. These costs are not factored into the water and sewer rates as those customers who pay on time should not support those customers who do not pay on time.

Policy Objectives

The purpose behind amending these ordinances is to recognize the additional costs incurred by the City for those customers who do not pay on time.

Racial Equity Impact Summary

Adjusting the amount we collect for delinquencies could have an equity impact. We acknowledge that adding additional delinquency fees may negatively impact already cost-burdened households if they are delinquent on their utility accounts. The city has no specific demographic information about the delinquent accounts. The city does offer a low income discount available on the sewer charges to mitigate these effects.

Budget Implications

The changes in how the late fee is calculated and the addition of the certification fee will slightly increase city revenue. More importantly, it may lead to more timely payments from the customer and allow the city to more fully recapture costs for delinquent accounts.

Staff Recommendations

Staff recommends the Council adopt by separate action: (1) the ordinance and ordinance summary amending Title 8, Section 801.11 Water Rates and Collection of Charges and (2) the ordinance and ordinance summary amending Title 8, Section 802.12 Sewer Rates and Collection of Charges.

Requested Council Action

Motion to approve, by separate action: (1) the ordinance and ordinance summary amending Title 8, Section 801.11 Water Rates and Collection of Charges and (2) the ordinance and ordinance summary amending Title 8m Section 802.12 Rates and Charges relating to Sewer Rates and Charges.

Prepared by: Michelle Pietrick, Finance Director

Attachments:

1. Ordinance_Amending_Sewer_Rates_and_Certification
2. Ordinance_Amending_Water_Rates_and_Collection_of_Charges
3. DOCSOPEN-#909953-v1-Summary_Resolution_Title_8_Water_Rates_and_Collection_of_Charges
4. DOCSOPEN-#910199-v1-Summary_Resolution_Amending_Sewer_Rates_and_Certification

1
2
3 **City of Roseville**
4 **ORDINANCE NO.**

5 **AN ORDINANCE AMENDING TITLE 8, SECTION 802.12**
6 **RATES AND CHARGES RELATING TO SEWER RATES AND**
7 **CHARGES**
8

9 THE CITY OF ROSEVILLE ORDAINS:

10
11 SECTION 1: Title 8, Section 802.12 of the Roseville City Code is
12 amended to read as follows:

13
14 802.12: RATES AND CHARGES:

15 A. Charges for Use: A charge is hereby imposed upon every person whose
16 premises are served, either directly or indirectly, by the sanitary sewer system
17 within the City, for the use of the facilities of said sewer system and for
18 connection to the system. Such charges shall be in an amount set by the Council
19 and shall be kept on file in the City Manager's office in the form of a rate
20 schedule.

21 B. Supplemental Charges for Industrial Sewage Wastes: In respect to property
22 which shall be connected to the City sewer for the disposal of industrial sewage
23 wastes, which shall by virtue of its strength and volume be subject to
24 supplementary charges by the Metropolitan Council Environmental Services, the
25 City may impose a supplemental charge based generally upon and at least equal to
26 the amount of the Metropolitan Council Environmental Services.

27 C. Payment of Charges: Any prepayment or overpayment of charges may be
28 retained by the City and applied on subsequent quarterly statements.

29 D. Penalty for Late Payment: Each quarterly billing for sewer charges not paid
30 when due shall incur a penalty charge of ten percent of the amount past due.
31 Accumulated interest upon unpaid accounts will compound quarterly.

32 E. Action to Collect Charges: Any amount in excess of ninety 90 days past due
33 for sewer charges, including Metropolitan Council Environmental Services sewer
34 charges, ~~in excess of ninety 90 days past due~~ shall may be certified to the County
35 Auditor for collection with real estate taxes at an annual interest rate of 8%. In
36 addition, all amounts certified shall include an additional \$25.00 to cover the
37 City's costs of certification. This certification shall take place regardless of who
38 applied for sewer services, whether it was the owner, tenant or other person. All
39 applications for sewer service shall contain an explanation in clear language that
40 unpaid sewer bills and accumulated penalties will be collected in real estate taxes

41 in the following year. The City shall also have the right to bring a civil action or
42 other remedies to collect unpaid charges, fees, and penalties.

43 F. Hearing Required. A hearing must be held prior to the certification of unpaid
44 utility charges to the Count Auditor. Unpaid charges on sewer and water
45 accounts will not be certified to the County Auditor until notice and
46 opportunity for a hearing have been provided to the owner of the premises
47 involved. The notice will be sent by first class mail and must state that if
48 payment is not made before the date of certification, the entire unpaid amount,
49 plus penalties, will be certified to the County Auditor for collection as other
50 taxes are collected. The notice will also state that the occupant may, before
51 such certification date, attend or schedule a hearing on the matter to object to
52 certification of unpaid utility charges.

53
54 G. Delivery to County. If, after the hearing, the City Council finds that the
55 amounts claimed as delinquent are actually due and unpaid and that there is no
56 legal reason why the unpaid charges should not be certified for collection with
57 taxes in accordance with this ordinance, the City may certify the unpaid
58 charges and any accrued penalty charges to the County Auditor for collection
59 as other taxes are collected.
60

61 HF. Utility Rate Discount: The City Council may establish reduced water and
62 sewer rates for owner-occupied homes that meet financially need-based criteria as
63 established by the City Council from time to time.

64 SECTION 2: Effective date. This ordinance shall take effect upon its
65 passage and publication.
66

67 Passed by the City Council of the City of Roseville this ____ day of _____ 2023.
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Signatures as follows on separate page:

Ordinance –802.12: RATES AND CHARGES

(SEAL)

CITY OF ROSEVILLE

BY: _____
Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

1
2
3 **City of Roseville**
4 **ORDINANCE NO.**

5 **AN ORDINANCE AMENDING TITLE 8, SECTION 801.11**
6 **WATER RATES AND COLLECTION OF CHARGES**

7
8 THE CITY OF ROSEVILLE ORDAINS:

9
10 SECTION 1: Title 8, Section 801.11 of the Roseville City Code is
11 amended to read as follows:

12
13 801.11: WATER RATES AND COLLECTION OF CHARGES:

14 A. Accounts, How Kept: All accounts shall be kept on the books of the Finance
15 Officer by the house and street number, under the account number assigned and
16 by the name of the owner. All bills and notices sent out by the Finance Officer
17 shall be sent to the owner. If nonresident owners or agents desire personal notice
18 sent to a different address, they shall file an application with the Finance Officer.
19 Any error in address shall be promptly reported to the Finance Officer.

20 B. Water Rates:

21 1. Regular Rate; Minimum Rate: The rate due and payable by each water user
22 within the City for water taken from the water system shall be payable quarterly
23 in an amount set by the Council and kept on file in the City Manager's office in
24 the form of a rate schedule.

25 2. Faulty Meter: In case the meter is found to have stopped or to be operating in a
26 faulty manner, the amount of water used will be estimated in accordance with the
27 amount used previously in comparable periods of the year.

28 3. Proration: Where service is for less than a quarterly period, the quarterly charge
29 will be prorated on a monthly basis. (Ord. 388, 4-22-1963)

30 4. Automatic Sprinkler System: Where a connection is made to an automatic
31 sprinkler system for standby service only, on either Municipal or private water
32 mains, a charge for such service shall be made on an annual basis in an amount
33 set by the Council, and kept on file in the City Manager's office, in the form of a
34 rate schedule.

35 These rates shall apply in all cases where automatic sprinklers are installed and
36 where fire gates and other outlets are sealed. Meters or detector check valves must
37 be installed on such services as required by the Public Works Director. An
38 additional charge for volume used based on subsection B1 of this Section shall be
39 due and payable by the user for usage over 1,000 gallons per year.

5. Rates Outside City Limits: Rates due and payable by each water user located beyond the territorial boundaries of the City shall be determined by special contract.

6. Unconnected Service Pipe:

a. Where a service pipe is connected to the stop box and laid into the building with no intention of connecting to the building piping for use immediately, there shall be the same minimum rates charged as in subsection B1 of this Section.

b. A meter shall be installed on the street valve in the house and a remote register outside regardless of whether inside piping is connected.

7. Discontinued Use: In the event the water customer elects to discontinue the use of the Municipal water, the regular or minimum charge shall continue until such date as the service pipe is excavated and disconnected at the watermain.

8. Utility Rate Discount: The City Council may establish reduced water and sewer rates for owner-occupied homes that meet financially need-based criteria as established by the City Council from time to time. (Ord. 620, 4-27-1970; 1995 Code) (Ord. 1463, 3-10-2014)

C. Payment of Charges: Any prepayment or overpayment of charges may be retained by the City and applied on subsequent quarterly statements.

D. Penalty For Late Payment: A late payment penalty of ten percent shall be assessed on all accounts with a past due balance. Accumulated interest on unpaid accounts will compound quarterly.

E. ~~D.~~ Action to Collect Charges: Any amount in excess of 90 days past due for water charges ~~in excess of 90 days past due shall~~ may be certified to the County Auditor for collection with real estate taxes at an annual interest rate of 8%. In addition, all amounts certified shall include an additional \$25.00 fee to cover the City's costs of certification. ~~This certification shall take place regardless of who used the water services, whether it was the owner, tenant or other person.~~ All applications for water service shall contain an explanation in clear language that unpaid water bills and accumulated fees and penalties will be collected in real estate taxes in the following year. The City shall also have the right to bring a civil action or other remedies to collect unpaid charges, fees, and penalties.

F. Hearing Required. A hearing must be held prior to the certification of unpaid utility charges to the Count Auditor. Unpaid charges on sewer and water accounts will not be certified to the County Auditor until notice and opportunity for a hearing have been provided to the owner of the premises involved. The notice will be sent by first class mail and must state that if payment is not made before the

80 date of certification, the entire unpaid amount, plus penalties, will be certified to
81 the County Auditor for collection as other taxes are collected. The notice will also
82 state that the occupant may, before such certification date, attend or schedule a
83 hearing on the matter to object to certification of unpaid utility charges.
84

85 G. Delivery to County. If, after the hearing, the City Council finds that the amounts
86 claimed as delinquent are actually due and unpaid and that there is no legal reason
87 why the unpaid charges should not be certified for collection with taxes in
88 accordance with this ordinance, the City may certify the unpaid charges and any
89 accrued penalty charges to the County Auditor for collection as other taxes are
90 collected.
91

92
93 ~~H. Penalty For Late Payment: Each quarterly billing for water service not paid when~~
94 ~~due shall incur a penalty charge of ten percent of the amount past due.~~
95

96 SECTION 2: Effective date. This ordinance shall take effect upon its
97 passage and publication.
98

99 Passed by the City Council of the City of Roseville this ____ day of _____ 2023.
100

102
103 **Signatures as follows on separate page:**

104
105 *Ordinance – 801.11: WATER RATES AND COLLECTION OF CHARGES*

106
107 (SEAL)

108
109
110 CITY OF ROSEVILLE

111
112
113 BY: _____
114 Daniel J. Roe, Mayor

115
116 ATTEST:

117
118
119 _____
120 Patrick Trudgeon, City Manager
121
122

City of Roseville
ORDINANCE SUMMARY NO. ____

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF
THE AMENDMENT TO TITLE 8, SECTION 801.11 OF THE
ROSEVILLE CITY CODE IN ORDER TO AMEND THE
WATER RATES AND COLLECTION OF CHARGES**

SECTION 1: The City Council of the City of Roseville, on _____, 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 8, Section 801.11 Water Rates and Collection of Charges" which was approved by the City Council of Roseville on _____ and directs the City Clerk to publish the title and summary as follows in the official newspaper in lieu of the entire ordinance:

On _____, the City Council of the City of Roseville adopted Ordinance No. _____, an ordinance amending Title 8, Section 801.11 of the Roseville City Code in order to provide the interest rate, fees, and penalties for late payments, allow the certification processes of overdue charges for collection with real estate taxes by the county, and requires hearings prior to the certification of delinquent accounts.

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 on the Internet web page of the City of Roseville (www.cityofroseville.com)

ATTEST:

Patrick Trudgeon, City Manager

City of Roseville
ORDINANCE SUMMARY NO. ____

**APPROVING PUBLICATION OF AN ORDINANCE SUMMARY OF
THE AMENDMENT TO TITLE 8, SECTION 801.12 OF THE
ROSEVILLE CITY CODE IN ORDER TO AMEND
THE SEWER RATES AND CHARGES**

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

On _____, the City Council of the City of Roseville adopted Ordinance No. _____, an ordinance amending Title 8, Section 801.12 of the Roseville City Code in order to provide the interest rate, fees, and penalties for late payments, allow the certification processes of overdue charges for collection with real estate taxes by the county, and requires hearings prior to the certification of delinquent accounts.

ATTEST:

Page 131 of 287

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

7.h.

Department Approval



City Manager Approval



Item Description:

Consider Adoption of the 2024 City Council Meeting Calendar and the Economic Development Authority Meeting Calendar

Background

Annually, the City Council approves a meeting calendar for the upcoming year. Included as Attachment 1 is the proposed 2024 City Council/EDA meeting calendar. This calendar is similar to past meeting schedules and takes into account holidays and the past practice of limiting meetings in February, June, August, and December.

The proposed 2024 calendar continues the inclusion of EDA meetings as part of scheduled City Council meetings. As seen in Attachment 1, staff is proposing that the City Council meet as the EDA on a bimonthly basis at the start of City Council meetings. The EDA is considering the calendar at their November 6th meeting. It is intended that these bimonthly meetings will take care of most EDA business. However, staff does expect that there will be an occasional need to have additional EDA meetings prior to City Council meetings in order to be responsive to deadlines.

Policy Objectives

NA

Racial Equity Impact Summary

There is no anticipated racial equity impact.

Budget Implications

NA

Staff Recommendations

Staff recommends approval of the 2024 City Council and EDA Meeting Calendar

31
32
33
34
35
36

Requested Council Action

Motion to approve the 2024 City Council and EDA Meeting Calendar

- Prepared by:** Katie Bruno, Deputy City Clerk
- Attachments:** 1. 2024 Council Calendar with EDA

37



DRAFT 2024 City Council / EDA Meeting Schedule

The Roseville City Council will meet at 6:00 p.m. in the City Council Chambers of Roseville City Hall, 2660 Civic Center Drive, on the following dates:

January

8 *Org Meeting*
22 *EDA
22 Work Session
29

July

8
15 *EDA
15 Work Session
22

February

12
21 Comm. Interviews
22 Comm. Interviews
26

August

5
19
21 Comm. Interviews

March

4 *EDA
4
11 Work Session
18

September

9
16 *EDA
16 Work Session
23

Note: Roseville Schools Spring Break March 25-29
Mounds View Schools Spring Break March 11-15

April

8
15 Work Session
22

October

7
14 Work Session
21

May

6
13 *EDA
13 Work Session
20

November

4 *EDA
4
25

June

3
17

December

2

Note: Rosefest Parade Monday, June 24

*Economic Development Authority will meet before Council meeting

Patrick Trudgeon

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

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.

Check Series #	Amount
ACH Payments	\$644,450.24
107982-	\$157,493.15
108089	
Total	\$801,943.39

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

25 Staff recommends approval of all payment of claims.
26
27
28 **Requested Council Action**
29 Motion to approve the payment of claims as submitted.
30
31
32 **Prepared by:** Joshua Kent - Assistant Finance Director
Attachments: 1. Checks for Approval 11.06.2023
33

Bank Reconciliation

Board Audit

User: Joshua.Kent
 Printed: 10/30/2023 - 9:26AM
 Date Range: 10/18/2023 - 10/30/2023
 Systems: 'AP'



Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 100 General Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	5,937.86
Total for Department: 00 General Function				5,937.86
Department: 01 General Government				
0	Amazon.com- CC	Wellness supplies	10/25/2023	121.56
0	American Mailing Machines-Non Bank	Postage	10/26/2023	3,000.00
0	Apple-CC	Mac Book Pro	10/25/2023	3,892.00
0	Culvers-CC	Wellness Commitee Lunch	10/25/2023	94.61
0	DG Minnesota CS 2021, LLC	Solar Charges Sept 2023	10/25/2023	2,795.17
0	Fikes, Inc.	Restroom Supplies	10/18/2023	303.12
0	Fikes, Inc.	Restroom Supplies	10/25/2023	539.53
0	Greenhaven Printing	#10 Window Envelopes	10/25/2023	697.40
0	Harbor Freight Tools-CC	Tools./Supplies	10/25/2023	29.89
0	Innovative Office Solutions	Office Supplies	10/18/2023	949.83
0	Lunds & Byerlys-CC	Cookies - Commission Interviews	10/25/2023	22.37
0	McGough Property Management, LLC	Facility Management Sept Expenses	10/18/2023	4,229.49
0	McGough Property Management, LLC	Management Fee	10/25/2023	3,256.00
0	Menards-CC	Wellness Snacks	10/25/2023	157.01
0	Michaels-CC	Office Supplies	10/25/2023	30.17
0	Nelsons Cheese & Deli-CC	Park Patrol Recognition Food	10/25/2023	123.46
0	Northern Tool & Equip- CC	Washer brush/wire brush	10/25/2023	28.98
0	Phil Weix	Conference Mileage Reimbursement	10/18/2023	162.79
0	Reference-CC	Driving Record - T. Last	10/25/2023	22.00
0	Roseville Rotary-CC	Quarterly Dues	10/25/2023	360.67
0	Sam's Club-CC	Wellness Snacks	10/25/2023	107.84
0	SHRM-CC	Membership Fees - D. O'Connor	10/25/2023	244.00
0	T Mobile-CC	R. Boggs Cell Phone	10/25/2023	29.32
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	10/18/2023	333.75
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	10/25/2023	1,030.00
0	Xcel Energy	Xcel Billings	10/18/2023	10,769.53
0	Xcel Energy	Oct Xcel Billings	10/25/2023	1,441.28
107986	ARAMARK Services	Coffee - LC	10/18/2023	96.27
108009	Metropolitan Courier Corp.	Services for September 2023	10/18/2023	796.39
108011	MN Association for Volunteer Adminis	Service Enterprise Recertification Fee	10/18/2023	1,000.00
108031	Anchor Solar Investments, LLC	Solar Lease	10/25/2023	1,700.33
108032	ARAMARK Services	Coffee	10/25/2023	291.32
108048	David R. Cantu	October Billings	10/25/2023	436.50
108058	Grainger Inc	Batteries	10/25/2023	22.34
108064	National Awards & Fine Gifts	Commissioner Name Tags	10/25/2023	62.50
108065	NFP Insurance Services, Inc.	BSWIFT Fee	10/25/2023	680.00
108075	Ramsey County	Election Services 4th Qtr	10/25/2023	24,269.00
108083	St. Paul Pioneer Press	Advertising	10/25/2023	105.35
108086	Trans Union, LLC	Fraud Alerts, ID Mis, Credit Summary	10/25/2023	53.60
Total for Department: 01 General Government				64,285.37
Department: 02 Public Safety				
0	Adam Sabotta	Reimbursement for Training	10/18/2023	224.99

Check No.	Vendor/Employee	Transaction Description	Date	Amount
0	Amazon.com- CC	Airway Management Backpack	10/25/2023	1,230.71
0	BCA-CC	Pred. Offender Training - M. Kahl	10/25/2023	25.00
0	Best Buy-CC	USB Cables	10/25/2023	41.83
0	Chick Fil A-CC	Interview Meal	10/25/2023	11.73
0	Corporate Mark-CC	Uniforms - T. Pitzl	10/25/2023	357.00
0	Costco-CC	Coffee, water	10/25/2023	142.36
0	Fire Maul-CC	Fire Wrap	10/25/2023	25.55
0	Galls Inc-CC	Tactical ear gadgets	10/25/2023	13.98
0	Glock Professional Inc-CC	Armorer's Class - Freese	10/25/2023	250.00
0	Greyhound Lines-CC	Home ARP Grant - Outreach Bus Tick	10/25/2023	195.97
0	Innovative Office Solutions	Office Supplies	10/18/2023	141.15
0	Int'l Code Council-CC	2018 IPMC Code and Commentary P	10/25/2023	53.00
0	IStorage Blaine-CC	Home ARP Grant- Storage Unit	10/25/2023	91.50
0	Martin Furniture & Bedding-CC	Twin Bed Frame	10/25/2023	24.81
0	MN State Fire Chiefs-CC	Conference Registration	10/25/2023	325.00
0	MNORCA-CC	Annual Conference - M. Freese	10/25/2023	120.00
0	Motel 6 - CC	Home ARP Grant - Outreach	10/25/2023	842.98
0	Northern Star Events-CC	2023-2024 Exploring Registration Fee	10/25/2023	700.00
0	Northland Fools-CC	Training Courses	10/25/2023	131.69
0	PSI Services-CC	Unmanned Aircraft Training - Ellies	10/25/2023	700.00
0	Royal Canin-CC	K9 Food	10/25/2023	570.03
0	Speedway-CC	Patrol Gas	10/25/2023	14.29
0	Target- CC	Patrol Operating Supplies	10/25/2023	673.76
0	Vertex-CC	Firehouse tactical command case	10/25/2023	171.00
0	Xcel Energy	Oct Xcel Billings	10/25/2023	2,822.67
107991	Comcast	Acct #8772 10 529 0123708, Services	10/18/2023	111.65
108008	McKesson Medical-Surgical	Cannula, Smartip Med-Prep	10/18/2023	40.03
108015	Performance Plus LLC	Preplacement Medical Exam, Screens	10/18/2023	10,511.00
108027	US Digital Designs	Charges for Servie Contract Period 9/5	10/18/2023	8,087.40
108028	Verizon	Phones 8/27 - 9/26/23, Acct #4872230	10/18/2023	40.01
108031	Anchor Solar Investments, LLC	Solar Lease	10/25/2023	371.91
108034	Aspen Mills Inc.	Uniform - Kopietz	10/25/2023	1,218.69
108087	Twin Cities Transport & Recovery	Tow Charge	10/25/2023	175.00
Total for Department: 02 Public Safety				30,456.69
Department: 03 Public Works				
0	Apple-CC	iCloud Storage	10/25/2023	1.98
0	Corporate Connection, Inc.	Clothing	10/18/2023	277.32
0	Factory Motor Parts, Co.	Kit-TPMS Sensor	10/18/2023	60.68
0	Factory Motor Parts, Co.	Vehicle Supplies	10/25/2023	723.40
0	Fastenal Company Inc.	Vehicle Supplies	10/25/2023	1,101.82
0	FleetPride	Veh Supplies	10/18/2023	326.27
0	FleetPride	Vehicle Supplies	10/25/2023	209.98
0	Forest Lake Contracting, Inc.	Patton Rd Lighting Service & Relamp	10/25/2023	8,500.00
0	Greenhaven Printing	Business Cards - T. Last	10/25/2023	91.25
0	Home Depot- CC	Grass seed/fertilizer	10/25/2023	205.00
0	Innovative Office Solutions	Office Supplies	10/18/2023	32.72
0	Kath Fuel Oil Service, Inc.	Vehicle Supplies	10/18/2023	685.00
0	Mansfield Oil Company of Gainesville,	CONV 87 OCT E-10	10/25/2023	20,135.51
0	McMaster-Carr	Detachable Elastic Loop for Tool Lany	10/18/2023	127.78
0	Menards-CC	Utopia Collection Pull	10/25/2023	19.32
0	Midway Ford Co.	FO*G Control	10/25/2023	372.90
0	Premium Waters Inc	Coffee	10/25/2023	43.24
0	Snap On-CC	Vehicle Supplies	10/25/2023	114.60
0	Suburban Ace Hardware-CC	Cap PVC	10/25/2023	9.99
0	T Mobile-CC	Pub Works Phones	10/25/2023	378.75
0	Verizon-CC	Pub Works/Eng Phones	10/25/2023	158.26
0	Xcel Energy	Oct Xcel Billings	10/25/2023	19,300.79
0	Zarnoth Brush Works, Inc.	Vehicle Supplies	10/18/2023	1,358.85
107985	Allstate Peterbilt of South St. Paul	De-Icer	10/18/2023	418.80
107989	Cintas Corporation	Clothing	10/18/2023	85.40
107997	Goodyear Tire & Rubber Company	Tire Cleaning/Road Service	10/18/2023	1,116.82

Check No.	Vendor/Employee	Transaction Description	Date	Amount
108000	H & L Mesabi Company	Vehicle Supplies	10/18/2023	3,953.00
108005	Lake Superior College	Class Registration	10/18/2023	95.00
108006	Liberty Tire Services, LLC	Tire Recycling	10/18/2023	162.48
108007	Martin Marietta Materials Inc	MV4 Wear Rec-BM	10/18/2023	740.93
108010	Minneapolis Saw Company, Inc.	Saw Repairs	10/18/2023	246.59
108024	Suburban Tire Wholesale, Inc.	Galaxy Might Mow	10/18/2023	592.12
108045	CES Imaging	SSP Minimum - Cannon TX30000MF	10/25/2023	40.00
108051	Esch Construction Supply, Inc.	Abrasive Blade for Metal	10/25/2023	24.00
108056	Frontier Precision, Inc.	Operating Supplies	10/25/2023	589.20
108058	Grainger Inc	Tool Tether	10/25/2023	84.25
108060	Jeff Belzers Roseville Chrysler Dodge	Brake Pad Kits/Rotors	10/25/2023	3,938.25
108062	Martin Marietta Materials Inc	MV4 ear Rec-BM	10/25/2023	644.71
108070	OSI Environmental Inc	Used filters pick-up and disposal servi	10/25/2023	50.00
Total for Department: 03 Public Works				67,016.96
Total for Fund:100 General Fund				167,696.88

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 101 General Fund Donations				
Department: 02 Public Safety				
0	Jimmy John's- CC	Sandwiches	10/25/2023	105.12
Total for Department: 02 Public Safety				105.12
Total for Fund:101 General Fund Donations				105.12

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 103 Contracted Engineering Svcs				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	95.15
0	Short Elliott Hendrickson, Inc.	Rosedale WT Sprint Decom	10/18/2023	4,930.50
Total for Department: 00 General Function				5,025.65
Department: 03 Public Works				
0	American Engineering Testing, Inc.	20-23451 - Lindig Infiltration Study	10/18/2023	2,500.00
0	T Mobile-CC	Pub Works Phones	10/25/2023	8.72
107994	E. G. RUD & SONS, INC.	Roseville Project Number 23-01, Job 1	10/18/2023	905.00
Total for Department: 03 Public Works				3,413.72
Total for Fund:103 Contracted Engineering Svcs				8,439.37

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 110 Telecommunications				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	99.97
Total for Department: 00 General Function				99.97
Department: 01 General Government				
0	Adobe System-CC	Adobe stock - 10 assetts a month	10/25/2023	29.99
108072	Postmaster-Mailing Requirements	For Deposit to PI 2437	10/25/2023	4,205.02
Total for Department: 01 General Government				4,235.01
Total for Fund:110 Telecommunications				4,334.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 200 Recreation Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	409.31
Total for Department: 00 General Function				409.31
Department: 04 Recreation				
0	Ace Hardware-CC	Paint Supplies	10/25/2023	54.61
0	Amazon.com- CC	Decible Meter	10/25/2023	23.60
0	Certified Laboratories, Inc.	Berry Blast, Spill Shark Water Advanc	10/25/2023	562.95
0	Comcast-CC	Comcast Services - Autumn Grove	10/25/2023	303.74
0	Cub Foods- CC	Camp Supplies	10/25/2023	85.19
0	DG Minnesota CS 2021, LLC	Solar Charges Sept 2023	10/25/2023	804.51
0	Elm Creek Park Reserve-CC	Spec Field Trip	10/25/2023	136.11
0	Frattallones-CC	Operating Supplies	10/25/2023	134.25
0	Greenhaven Printing	Business Cards - S. Anderson	10/25/2023	89.90
0	Menards-CC	Grass Seed	10/25/2023	38.64
0	Michaels-CC	Tie Dye Supplies for Spec	10/25/2023	87.32
0	MRPA-CC	2023 MRPA Conference registration	10/25/2023	1,815.00
0	R & R Specialties of Wisconsin, Inc	Descale Ultra	10/25/2023	189.15
0	Sam's Club-CC	Spec Supplies	10/25/2023	161.42
0	St. Croix Boat-CC	Beverages	10/25/2023	24.00
0	Stillwater River Boats-CC	Spec - Boat Tour	10/25/2023	318.32
0	Target- CC	Camp Supplies	10/25/2023	203.75
0	Walmart-CC	Spec - Ice Cream	10/25/2023	205.84
0	When I Work-CC	Small business plans	10/25/2023	90.00
0	Willie McCray	Umpires 10/2 - 10/8/23	10/18/2023	1,720.00
0	Willie McCray	Umpires 10/9 - 10/15/23	10/25/2023	864.00
0	Xcel Energy	Xcel Billings	10/18/2023	2,121.28
0	Xcel Energy	Oct Xcel Billings	10/25/2023	18,282.37
107983	AARP	4 Hour Driver Safety Course, Course I	10/18/2023	90.00
108001	Mary Hall	At Christmas Time Program 12/7/23	10/18/2023	225.00
108004	Kathryn Kalland	Gymnastics Clinic, Choreo, Compositi	10/18/2023	500.00
108012	Mn Dept of Employment & Econ Deve	Unemployment Benefits Acct: 079727	10/18/2023	527.14
108017	Revolutionary Sports, LLC	Sports Classes 9/12 - 10/6/23	10/18/2023	5,232.50
108022	St. Anthony-New Brighton Comm. Svc	Minnetonka Boat Cruise	10/18/2023	1,738.40
108030	AARP	AARP Driver Safety Refresher, Cours	10/25/2023	185.00
108035	Ban-Koe Systems, Inc.	Repair Analysis	10/25/2023	261.84
108043	Elias Castillo	Refund for Damage Deposit -Banquet	10/25/2023	150.00
108063	MR Cutting Edge	Ice Scraper Blade Sharpen	10/25/2023	67.00
108069	On Site Companies-OSSTC	Portables	10/25/2023	38.04
108079	Shamrock Group, Inc.	Soda for sale	10/25/2023	122.65
Total for Department: 04 Recreation				37,453.52
Total for Fund:200 Recreation Fund				37,862.83

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 204 P & R Contract Maintenance				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acce	10/18/2023	307.18
Total for Department: 00 General Function				307.18
Department: 04 Recreation				
0	Bachman's-CC	Plants	10/25/2023	325.13
0	Cushman Motor Co Inc	Joystick, C270	10/25/2023	2,096.15
0	Ferguson Enterprises Inc.-CC	FV Cart Kit	10/25/2023	49.99
0	Fikes, Inc.	Restroom Supplies	10/25/2023	1,209.00
0	Frattallones-CC	Fastners	10/25/2023	45.44
0	Gertens Greenhouses-CC	Plants	10/25/2023	219.57
0	Metal Supermarkets-CC	Hot Rolled Rebar	10/25/2023	41.37
0	Metro-INET	Ticket 164778 NetMotion License RV	10/25/2023	443.00
0	MIDC Enterprises- CC	1st Check Spring	10/25/2023	63.99
0	Poolside-CC	Deposit	10/25/2023	64.37
0	Safety Kleen Systems, Inc.	20G Parts Washer Service - Solvent	10/25/2023	302.94
0	Sandstrom Land Management, LLC	Fountain Installation	10/25/2023	3,578.00
0	Sherwin Williams - CC	Paint/Supplies	10/25/2023	171.65
0	Southern Lawn Equipment-CC	Mower Parts	10/25/2023	153.00
0	Suburban Ace Hardware-CC	Fastners/Graffiti Remover	10/25/2023	1,087.64
0	SupplyHouse.com-CC	Water Closet	10/25/2023	367.42
0	Walmart-CC	Garden Supplies	10/25/2023	90.98
0	Xcel Energy	Oct Xcel Billings	10/25/2023	6,194.99
108028	Verizon	Phones 8/27 - 9/26/23, Acct #4872230	10/18/2023	391.05
108037	Beacon Athletics	Sparkle #6 Line Chalk	10/25/2023	587.57
108046	Cintas Corporation	Clothing	10/25/2023	15.96
108057	Gametime	Playground Equipment	10/25/2023	258.08
108058	Grainger Inc	Door Closer, Hydraulic	10/25/2023	179.46
108059	Hirshfield's Paint Mfg.	Athletic Field Striping	10/25/2023	302.94
108061	Kromer Company	Line Strainer Assembly	10/25/2023	80.54
108067	Oakdale Rental Center	Concrete mixing trailer	10/25/2023	574.00
108069	On Site Companies-OSSTC	Portables	10/25/2023	118.39
108073	Precision Landscape & Tree,Inc	Tree Removals	10/25/2023	4,450.04
108082	SKB Environmental, Inc.	Demolition	10/25/2023	1,148.39
108085	Three Trees Horticulture, LLC	Oak Disease Testing - Arboretum	10/25/2023	365.00
Total for Department: 04 Recreation				24,976.05
Total for Fund:204 P & R Contract Maintenance				25,283.23

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 260 Community Development				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acce	10/18/2023	616.75
107995	G4CM LLC	Construction Deposit Refund	10/18/2023	5,000.00
108003	Independent School District 623	Attn: Shari Thompson, Unused portior	10/18/2023	500.00
108041	Anthony Brama	Reimburse/Close Escrow	10/25/2023	2,500.00
108050	Ehlers & Associates, Inc.	Dominium, Professional Services	10/25/2023	1,475.00
108055	Frerichs Construction	Construction Depoist Refund, 161 S O	10/25/2023	5,000.00
Total for Department: 00 General Function				15,091.75
Department: 02 Public Safety				
108028	Verizon	Phones 8/27 - 9/26/23, Acct #4872230	10/18/2023	51.96
Total for Department: 02 Public Safety				51.96
Department: 10 Community Development				
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	10/18/2023	159.00
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	10/25/2023	564.75
108083	St. Paul Pioneer Press	Advertising	10/25/2023	86.24
Total for Department: 10 Community Development				809.99
Total for Fund:260 Community Development				15,953.70

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 265 License Center				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	495.73
Total for Department: 00 General Function				495.73
Department: 01 General Government				
0	Amazon.com- CC	Office Supplies	10/25/2023	354.76
0	Fikes, Inc.	Restroom Supplies	10/18/2023	75.78
0	Fikes, Inc.	Restroom Supplies	10/25/2023	134.88
0	Frattallones-CC	Passport cabinet keys	10/25/2023	33.18
0	Imaging Spectrum-CC	Passport Paper	10/25/2023	1,240.95
0	McGough Property Management, LLC	Facility Management Sept Expenses	10/18/2023	576.75
0	McGough Property Management, LLC	Management Fee	10/25/2023	444.00
0	Steven Bickel	Mileage Reimbursement 8/2 - 10/17/2	10/18/2023	208.95
0	USPS-CC	Postage	10/25/2023	987.76
0	Xcel Energy	Xcel Billings	10/18/2023	731.89
107988	CenturyLink	Account #651-766-4609 291	10/18/2023	49.98
108021	SOS Office Furniture	Pace Stool	10/18/2023	332.55
108036	BCA	New Employee Background Check	10/25/2023	33.25
108044	CenturyLink	Account No: 651-766-4616 731	10/25/2023	131.54
Total for Department: 01 General Government				5,336.22
Total for Fund:265 License Center				5,831.95

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 270 Charitable Gambling				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	3.67
Total for Department: 00 General Function				3.67
Total for Fund:270 Charitable Gambling				3.67

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 290 Police Forfeiture Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	3.98
Total for Department: 00 General Function				3.98
Total for Fund:290 Police Forfeiture Fund				3.98

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 295 Police Grants				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	6.77
Total for Department: 00 General Function				6.77
Total for Fund:295 Police Grants				6.77

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 400 Police Vehicle Revolving				
Department: 02 Public Safety				
0	Direction Action Gear-CC	Flashbang Pouches	10/25/2023	188.99
0	K9 Ballistics-CC	K9 Bed	10/25/2023	145.80
108071	Peloton Interactive, Inc.	Bike & 3yr Warranty, 1 yr prepaid sub	10/25/2023	3,230.75
Total for Department: 02 Public Safety				3,565.54
Total for Fund:400 Police Vehicle Revolving				3,565.54

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 401 Fire Vehicles Revolving				
Department: 02 Public Safety				
0	Municipal Emergency Services Deposit	Fire-Dex MES Exclusive G2M Gloves	10/18/2023	704.69
Total for Department: 02 Public Safety				704.69
Total for Fund:401 Fire Vehicles Revolving				704.69

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 403 Public Works Vehicle Revolving				
Department: 03 Public Works				
108078	Safety Signs	12x18 Bare Aluminum Blank	10/25/2023	475.00
Total for Department: 03 Public Works				475.00
Total for Fund:403 Public Works Vehicle Revolving				475.00

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	10/18/2023	49,901.30
108054	Fra-Dor Inc.	Lex Park Pathways/Lot removals	10/25/2023	1,778.00
Total for Department: 03 Public Works				51,679.30
Total for Fund:408 Pathway Maintenance Fund				51,679.30

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 409 Central Svcs Equip Revolving				
Department: 01 General Government				
107998	GreatAmerica Financial Services	Copier Rental	10/18/2023	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: 411 Recreation Improvements				
Department: 04 Recreation				
0	Sandstrom Land Management, LLC	Paver Repair - Arboretum	10/25/2023	4,697.00
108049	Douglas Industries, Inc	Tempered Glass Backboards	10/25/2023	1,822.00
Total for Department: 04 Recreation				6,519.00
Total for Fund:411 Recreation Improvements				6,519.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 417 Streetscape				
Department: 03 Public Works				
108020	SiteOne Landscape Supply, LLC	Underhill Clear Gulp Syringe Ultra Hæ	10/18/2023	375.25
108081	SiteOne Landscape Supply, LLC	LESCO Sun & Shade seed mix, Lands	10/25/2023	320.49
Total for Department: 03 Public Works				695.74
Total for Fund:417 Streetscape				695.74

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 590 Street Construction				
Department: 03 Public Works				
107994	E. G. RUD & SONS, INC.	Roseville Project Number 23-05, Job 1	10/18/2023	4,261.00
Total for Department: 03 Public Works				4,261.00
Total for Fund:590 Street Construction				4,261.00

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 592 Street Construction - 2022				
Department: 03 Public Works				
108025	TKDA Associates	South McCarrons Blvd Retaining Wall	10/18/2023	229.65
Total for Department: 03 Public Works				229.65
Total for Fund:592 Street Construction - 2022				229.65

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 600 Sanitary Sewer				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	170.52
Total for Department: 00 General Function				170.52
Department: 05 Sanitary Sewer				
0	Amazon.com- CC	Scrubbing Towels	10/25/2023	96.38
0	Bluefin Payment Systems-Non Bank	Aug 2023 UB Payments.com Charges	10/26/2023	11,982.26
0	Corporate Connection, Inc.	Clothing - A. Rodriguez	10/18/2023	153.60
0	InfoSend, Inc.	September 2023 Billings	10/18/2023	742.05
0	MacQueen Equipment	Nitrogen Canister	10/18/2023	66.30
0	T Mobile-CC	Pub Works Phones	10/25/2023	171.15
0	Verizon-CC	Pub Works/Eng Phones	10/25/2023	75.02
0	Viking Industrial Center	Pink Hardhat Standard Shell	10/18/2023	18.24
0	Walmart-CC	Water	10/25/2023	16.08
0	Xcel Energy	Xcel Billings	10/18/2023	1,328.53
107982	2277 Roseville West, LLC	PW Storage Lease Payment for Noven	10/18/2023	1,671.77
Total for Department: 05 Sanitary Sewer				16,321.38
Total for Fund:600 Sanitary Sewer				16,491.90

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 610 Water Fund				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	274.41
107987	RYAN CARLSON	Refund Check 021822-000, 899 MILI	10/18/2023	518.33
107996	KENDRA GOHEEN	Refund Check 009241-000, 905 TRA	10/18/2023	31.00
107999	JANELLE GUNDERSON	Refund Check 018344-000, 2666 MA	10/18/2023	354.64
108002	Brenda Himrich	Meter Deposit	10/18/2023	1,970.47
108013	DAWN NARDUCCI	Refund Check 016356-000, 2412 OX	10/18/2023	1.00
108019	DAVID SEABERG	Refund Check 024528-000, 3105 WH	10/18/2023	171.86
108029	JACKIE WEDLUND	Refund Check 018675-000, 3103 WH	10/18/2023	62.90
108033	GREG ASCHE	Refund Check 023745-000, 2736 AG	10/25/2023	171.97
108038	F BESSINGER	Refund Check 007535-000, 2155 NO	10/25/2023	62.71
108039	MICHAEL BORG	Refund Check 025309-000, 920 BUR	10/25/2023	151.19
108040	BARRY BRADLEY	Refund Check 020877-000, 1194 SU	10/25/2023	346.94
108042	SHIRLEY BUERKLE	Refund Check 002788-000, 1424 ELI	10/25/2023	186.32
108047	PAUL & JULIA CLEMENS	Refund Check 020074-000, 1903 AG	10/25/2023	196.27
108052	FA ASSETS INC	Refund Check 025997-000, 3034 WO	10/25/2023	378.92
108053	CAROLYN FAUST	Refund Check 023958-000, 949 W CC	10/25/2023	202.39
108066	North Pine Aggregate, Inc	Meter Deposit	10/25/2023	5,952.50
108068	WESTON OBRYCKI	Refund Check 023290-000, 2926 MA	10/25/2023	187.10
108076	Ramsey County Public Works	Less Tax	10/25/2023	5,998.72
108077	LILA RECKSIDLER	Refund Check 009457-000, 3104 VIC	10/25/2023	185.20
108080	MARCUS & JESSICA SIMMONS	Refund Check 024794-000, 2847 OX	10/25/2023	194.66
108084	NEIL SVENDSEN	Refund Check 005575-000, 328 N MC	10/25/2023	54.90
108088	EILEEN VIEROW	Refund Check 009468-000, 2663 VIR	10/25/2023	77.12
108089	DOUGLAS WOLF	Refund Check 002757-000, 1235 ELI	10/25/2023	55.27
Total for Department: 00 General Function				17,786.79
Department: 06 Water Fund				
0	American Water Works-CC	Conference Registration	10/25/2023	330.00
0	Bob Norby	Work Boots Reimbursement	10/18/2023	281.98
0	CDW-Government- CC	Passenger mount and docking station	10/25/2023	1,331.84
0	Corporate Connection, Inc.	Clothing	10/18/2023	153.59
0	Ferguson Waterworks #2518	Operating Supplies	10/18/2023	2,815.12
0	Ferguson Waterworks #2518	R900I Upgrade Fee, Special Evaluatio	10/25/2023	1,247.13
0	InfoSend, Inc.	September 2023 Billings	10/18/2023	742.05
0	Menards-CC	Batteries	10/25/2023	18.08
0	Suburban Ace Hardware-CC	Pipe Cutter	10/25/2023	24.99
0	T Mobile-CC	Pub Works Phones	10/25/2023	163.56
0	Verizon-CC	Pub Works/Eng Phones	10/25/2023	115.03
0	Xcel Energy	Oct Xcel Billings	10/25/2023	7,984.89
107982	2277 Roseville West, LLC	PW Storage Lease Payment for Noven	10/18/2023	1,671.77
107984	Advanced Engineering & Environment	2023 SCADA Services - I&C System	10/18/2023	10,588.72
108002	Brenda Himrich	Less meter rental	10/18/2023	-552.59
108026	Twin City Water Clinic, Inc.	September Distribution Samples	10/18/2023	680.00
108028	Verizon	Phones 8/27 - 9/26/23, Acct #4872230	10/18/2023	280.39
108066	North Pine Aggregate, Inc	Less Meter Rental	10/25/2023	-667.21
108076	Ramsey County Public Works	Less Water Charges	10/25/2023	84.67
Total for Department: 06 Water Fund				27,294.01
Total for Fund:610 Water Fund				45,080.80

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 620 Golf Course				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	197.35
0	Xcel Energy	Oct Xcel Billings	10/25/2023	-98.63
Total for Department: 00 General Function				98.72
Department: 07 Golf Course				
0	Amazon.com- CC	Golf League Board Supplies	10/25/2023	237.43
0	Cub Foods- CC	Water	10/25/2023	99.22
0	Cutter Parts-CC	Toro 4700 repair	10/25/2023	158.34
0	Garden City-CC	Plants	10/25/2023	434.23
0	Gemplers-CC	Measuring pitcher	10/25/2023	34.97
0	Home Depot- CC	Paint, Fence, Bolts	10/25/2023	244.50
0	Suburban Ace Hardware-CC	Fasteners	10/25/2023	2.48
0	U of M Golf-CC	Youth Golf Mini Camp	10/25/2023	36.00
0	Xcel Energy	Oct Xcel Billings	10/25/2023	1,533.32
107990	Coffee Mill, Inc.	Coffee - Cedarholm	10/18/2023	869.00
107991	Comcast	Account #8772 10 529 0625066 Oct 7	10/18/2023	171.10
Total for Department: 07 Golf Course				3,820.59
Total for Fund:620 Golf Course				3,919.31

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 640 Storm Drainage				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	178.73
108074	Railroad Management Co. III, LLC	License Fees from 1/8/24 to 1/7/25	10/25/2023	1,895.53
Total for Department: 00 General Function				2,074.26
Department: 08 Storm Water				
0	Bituminous Roadways Inc	Contract Number 23-10, Pay Request ;	10/18/2023	381,421.38
0	Corporate Connection, Inc.	Clothing	10/18/2023	109.83
0	InfoSend, Inc.	September 2023 Billings	10/18/2023	742.05
0	Michael Kroeger	Union Boots Reimbursement	10/18/2023	187.70
0	T Mobile-CC	Pub Works Phones	10/25/2023	68.99
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	10/18/2023	234.50
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	10/25/2023	272.25
0	Verizon-CC	Pub Works/Eng Phones	10/25/2023	56.63
0	WSB & Associates, Inc.	2023 Pond Maintenance Aug Services	10/18/2023	3,541.50
0	Xcel Energy	Oct Xcel Billings	10/25/2023	2,257.21
107982	2277 Roseville West, LLC	PW Storage Lease Payment for Noven	10/18/2023	1,671.77
107993	Davey Resource Group, Inc.	West Owasso Raingarden Maintenance	10/18/2023	2,700.00
107994	E. G. RUD & SONS, INC.	Roseville Project Number 23-10, Job #	10/18/2023	2,428.50
108016	Q3 Contracting, Inc.	Road Signs	10/18/2023	207.70
108018	Safety Signs	Green Channel Posts	10/18/2023	1,155.00
Total for Department: 08 Storm Water				397,055.01
Total for Fund:640 Storm Drainage				399,129.27

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 650 Environmental				
Department: 00 General Function				
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	30.79
Total for Department: 00 General Function				30.79
Total for Fund:650 Environmental				30.79

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 710 Risk Management				
Department: 00 General Function				
107992	Damarco Solutions, LLC	Online SDS Management service for u	10/18/2023	750.00
108014	OECS - 170064	Safety Services for Upcoming Month	10/18/2023	525.00
108023	Stericycle, Inc.	Steri-Safe Budget Subscription	10/18/2023	295.14
Total for Department: 00 General Function				1,570.14
Total for Fund:710 Risk Management				1,570.14

Check No.	Vendor/Employee	Transaction Description	Date	Amount
Fund: 725 EDA Operating Fund				
Department: 00				
0	Center for Energy and Environment	Home Energy Squad Planner Visits/At	10/18/2023	1,650.00
0	LINA	Bill Reference 15688_08012023, Acco	10/18/2023	54.78
0	TimeSaver Off Site Secretarial, Inc.	City Meetings	10/25/2023	32.00
Total for Department: 00				1,736.78
Total for Fund:725 EDA Operating Fund				1,736.78

Check No.	Vendor/Employee	Transaction Description	Date	Amount
		Grand Total		801,943.39

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.b.

Department Approval

City Manager Approval



Item Description:

Approval of 1 Tetrahydrocannabinol License

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:

Tetrahydrocannabinol Retail License

Minnesota Fine Wine & Spirits, LLC dba Total Wine
2401 Fairview Ave N. Suite 105
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

Required by City Code.

Racial Equity Impact Summary

A full equity analysis has not been conducted at this time, however it is important to recognize that cannabis prohibition has historically led to disproportionate negative consequences for communities of color. These communities have experienced higher rates of arrests and convictions for cannabis-related offenses, which have contributed to disparities in access to employment and economic opportunities.

Budget Implications

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

31

32

33 **Staff Recommendations**

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

36

37

38 **Requested Council Action**

39 Motion to approve the Tetrahydrocannabinol License for Minnesota Fine Wines & Spirits, LLC dba Total
40 Wine

41

42

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Prepared by: Katie Bruno, Deputy City Clerk

Attachments: 1. THC Application

44



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

Tetrahydrocannabinol (THC) Retail Application

Business Name	Minnesota Fine Wines & Spirits, LLC
Business Address	2401 Fairview Ave. N. Ste. 105, Roseville, MN 55113
Business Phone	651 636 4157
Email Address	legal@totalwine.com

Business Owner:

Name	Robert Trone
Address	[REDACTED]
Phone	[REDACTED]
Email	dtrone@totalwine.com

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

Name	Debbie Spriggs
Address	[REDACTED]
Phone	[REDACTED]
Email	dspriggs@totalwine.com

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

If yes, license Number(s) 19586

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

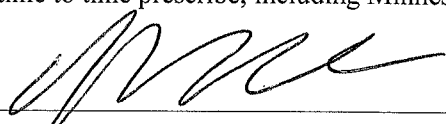
OR

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 10/20/2023

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

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.c.

Department Approval



City Manager Approval



Item Description:

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

Background

City Code section 103.05 establishes the requirement that all general purchases or contracts in excess of \$10,000 be separately approved by the City Council, independent of the budget process or other statutory purchasing requirements. In addition, State Statutes generally require the Council to authorize the sale of surplus vehicles and equipment. *Attachment 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. Over \$10,000 Items for Purchase or Sale-Trade in
2. CIP Project-Initiative Summary

General Purchases or Contracts

Division	Vendor	Description	Key	Budget Amount	P.O. Amount	Budget / CIP
Public Works (Streets)				\$ 25,000	\$ 21,716	2024 CIP
Storm Drainage	Tri-State Bobcat, Inc.	T76 T4 Bobcat Compact Track Loader	(a)	\$ 25,000	\$ 21,716	2024 CIP
Sanitary Sewer				\$ 25,000	\$ 21,716	2024 CIP
Water				\$ 25,000	\$ 21,716	2024 CIP
Golf Course	MTI Distributing, Inc.	Toro PROCORE - Turf Aerator	(b)	\$ 37,000	\$ 36,283	2023 CIP
Golf Course	MTI Distributing, Inc.	Toro Greens Master 3150-Q	(c)	\$ 50,000	\$ 48,849	2024 CIP

Key

- The 2024 proposed CIP budget has funding to purchase an additional skid steer to split between four equipment funds. \$25,000 budgeted from these four Departments: Water, Sanitary, Storm and Street Departments. We request an early PO to lock in on 2023 pricing, saving a projected 3-5%. Delivery would be 2nd quarter 2024.
- (a) Currently we rent a third skid steer at various times in the year. Skid steers are a high use, high demand piece of equipment. This new track skid steer purchase would lessen operating fund rental costs and provide additional equipment availability and access to off road infrastructure. Key areas of need are in snow removal, turf maintenance, water break, sanitary repairs and pathway maintenance.
- (b) This is a planned replacement of the aerator which was originally purchased in 2001 and has been repaired many times, but has reached the end of its useful life. This piece of equipment has been competitively bid through use of State Contract pricing.
- (c) This is a planned replacement of the Greens/Tees mower which was purchased in 2000. This piece of equipment is currently double its expected life, but has now begun to show signs of deterioration. The greens mower is essential to keeping quality greens and fairways on the Golf Course. This item has been competitively bid through the State of MN Cooperation Purchasing Venture, and is being placed in 2023 due to long lead time on this product.



Memo

To: Jesse Freihammer, Public Works Director
cc: Michelle Pietrick
From: Steve Zweber
Date: 10/18/2023
Re: Purchase new Track Skidsteer

The 2024 proposed CIP budget has funding to purchase an additional skid steer to split between four equipment funds. \$25,000 budgeted from these four Departments: Water, Sanitary, Storm and Street Departments. We request an early PO to lock in on 2023 pricing, saving a projected 3-5%. Delivery would be 2nd quarter 2024.

Currently we rent a third skid steer at various times in the year. Skid steers are a high use, high demand piece of equipment. This new track skid steer purchase would lessen operating fund rental costs and provide additional equipment availability and access to off road infrastructure. Key areas of need are in snow removal, turf maintenance, water break, sanitary repairs and pathway maintenance.

We have 2 existing Bobcat brand wheeled skid steers. This third skid steer would also be a Bobcat brand. All of our existing attachments would work with this unit.

Purchase would be from Tri-State Inc. of Little Canada, MN

State Contract #T-631(5) #221988 for \$86,865.23

2023 Capital Improvement Plan

Attachment 2: CIP Project/Initiative Summary

Department/Division:	Parks & Recreation Golf Course
Project/Initiative Title:	Turf Aerator
Total Estimated Cost:	\$37,000
Funding Source:	Parks & Rec Vehicle & Equip Fund (<i>property tax</i>)
Annual Operating Budget Impact:	[Enter amount here (if applicable)]

Project/Initiative Description:

The aerator is an essential piece of equipment for maintenance of the Cedarholm greens and fairways on the Golf Course. The current aerator was purchased in 2001, and has been repaired many times, but has reached the end of its useful life.

This PO has been competitively bid through use of State Contract Pricing.

PO amount: \$36,283.06, Budget \$37,000.

Location:

Golf Course Maintenance Shop

2024 Capital Improvement Plan

Attachment 2: CIP Project/Initiative Summary

Department/Division:	Parks & Recreation Golf Course
Project/Initiative Title:	Greens Mower
Total Estimated Cost:	\$50,000
Funding Source:	Parks & Rec Vehicle & Equip Fund (<i>property tax</i>)
Annual Operating Budget Impact:	[Enter amount here (if applicable)]

Project/Initiative Description:

The planned replacement of the Greens/Tee mower which was purchased in 2000. This piece of equipment has more than doubled its expected life, but has begun to show deteriorating. This greens mower is essential to keeping quality greens and fairways on the Golf Course. The original has outlived its useful life.

This item has been competitively bid through the State of MN Cooperative Purchasing Venture. This purchase is being made in late 2023 due to a long lead time on the product.

PO Amount: \$48,849.17. Budget amount: \$50,000

Location:

Golf Course Maintenance Shop

REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.d.

Department Approval

Janice Gundlach

City Manager Approval

Samuel Truog

Item Description:

Adopt an Ordinance establishing a Reasonable Accommodation Policy

Background

At the August 21, 2023 City Council meeting, staff and the City Attorney discussed with Council the need for a 'reasonable accommodation' policy, pursuant to federal Fair Housing law, to ensure persons with disabilities can be housed in Roseville's residential districts in group settings that suit their needs even if the number of individuals in one dwelling unit exceeds the standard limits established in City Code. The City Attorney presented a draft ordinance to enact a reasonable accommodation policy and, after the discussion, the Council directed staff to bring such an ordinance forward for adoption. An excerpt of the August 21 meeting minutes is included with this RCA as Attachment 1.

The draft ordinance for consideration is included as Attachment 2. It is identical to the draft reviewed by Council during the August 21st discussion, except for the two differences described below:

- Exactly where in the City Code the reasonable accommodation ordinance should be added was not yet decided in August. The attached draft reflects staff's recommendation that it be added as a new Chapter in Title 9 (Building Regulations) beside other ordinances pertaining to various rental and/or other housing-related chapters, including the Building Code, which contains its own occupancy standards.
- The previously reviewed draft suggested designating a staff person as the 'reasonable accommodation specialist', but because decisions about applications for reasonable accommodation are likely to be made in consultation with several staff members, the *specialist* language has been replaced with references to the Community Development Department. This is consistent with how various other sections/chapters of the City Code identify staff responsible for administrative decisions.

The draft ordinance was posted on the City's website on October 16, 2023, meeting the ten-day posting requirement. Staff has not received any comments since the August 21st discussion or since the draft ordinance was posted. Given the subject matter of the proposed ordinance, and that it is relatively short in length, staff would recommend the ordinance be published in its entirety.

Policy Objectives

The City Council adopted a Fair Housing Policy on November 5, 2018. Adoption of this policy was required so that the City could apply for redevelopment grant funding through the Metropolitan Council. This policy refers to external and internal practices to ensure the City promotes fair housing, including internal practices of code analysis and project planning and analysis to ensure the City is promoting awareness and sensitivity to fair housing issues in all of its government functions. Consideration of a reasonable accommodation policy and/or ordinance aligns with these commitments.

Racial Equity Impact Summary

Racial equity impacts have not been evaluated.

Budget Implications

None

Staff Recommendations

Adopt an ordinance creating Chapter 911 to establish a reasonable accommodations policy.

Requested Council Action

By motion, adopt an ordinance creating Chapter 911 to establish a reasonable accommodations policy.

Prepared by: Senior Planner, Bryan Lloyd

Attachments:

1. August 21, 2023, City Council Meeting Minutes
2. Reasonable Accommodation Ordinance_Title 9_Chapter 911

Mayor Roe summarized that the direction to staff is to look at, as they discussed, doing this as a permitted use and update the code language as appropriate, pay special attention to manufactured home table and language there, and consistency of the use of the term manufactured home versus mobile home.

d. Discussion Regarding Adoption of A “Reasonable Accommodation” Ordinance

Senior Planner Bryan Lloyd briefly highlighted this item as detailed in the Request for Council Action and related attachments dated August 21, 2023.

Councilmember Etten explained looking at the folks who originally reached out about this, they were talking about up to twenty-four residents living on site. As he thought about that and the health impacts for the people living there, he did not know many homes, in the traditional sense, can have twenty-four people. He asked if it is reasonable thinking that there is a cap of two or three people per bedroom in a home or thinking about the number of people per bathroom. He asked if those are things the City can do, thinking about the impact on neighbors if there were twenty or twenty-four people living in a place. He noted if all of them had cars, it would be a parking lot situation and barring a parking lot, there would be a fairly large impact on the neighbors. He asked what kinds of things the City can have for the health and welfare for the people staying in the place as well as the impact beyond the place itself, on the neighborhood.

City Attorney Tierney explained those are appropriate considerations. She would encourage the City Council not to get too far into this one application. What she can say is that sober houses are certainly a growing model Nationwide and the issue of sober homes going into cities is being litigated frequently. It is a very evolving part of the law and also very unpredictable where a court will land. All of those factors are fact-based and everything the City Council is going to look at is to weigh facts to make decisions. The purpose of the Ordinance is to do just what Councilmember Etten is saying, outlying, what should be looked at, what is relevant for the City when making this consideration. When these cases come before the City Council, the record that is made is going to be very important and how thoughtful the Council is will be very important but to answer Councilmember Etten’s actual question, she thought those considerations would be very appropriate.

Mayor Roe thought the particular application, at twenty-four, stood out as quite a high number and creates the question of what a good number is to allow.

City Attorney Tierney explained a bright line is fairly indefensible, part of reasonable accommodation and concept of reasonable accommodation is an individualized assessment of the situation such as what are the needs and what are the consequences and how can those needs be met. It would not be okay for the

City to say, “no more than 3 per bedroom”. There needs to be an individualized assessment done of the situation, every time.

Mayor Roe noted in Chapter 906 of the Building Maintenance Code, the City does have occupancy limitations related to sleeping quarters. But, once again, he thought the point of reasonable accommodation is to say yes, the City has that but how does that apply or does that apply to the situation that is being looked at under the other standards or additional standards that the City has to consider.

Councilmember Strahan indicated from an HR perspective, this is a business and so there will need to be staff. In her experience with actually having worked in sober housing, is that the staff had to have a private bedroom on to their staff regulations. So there needs to at least be one or more locations where a staff person would have access to a private location where they could be sleeping and housed as well. She noted in that regard, there were folks that had sex offender status who were in the buildings. So considering how that would play out with the neighborhoods, especially if there were any type of notification process and what the time frame would be. There were also people regularly overdosing in the building so another issue is access to the public safety system and making sure there was access to the building. She was not saying the City can make those choices, but she did think it was important to know that those are things that are there. She thought it was good to know about the safety of that building, and that the City really needs to do everything it can to make changes. In her experience, this was in a neighborhood where there were only eight people in a house and there were four houses in a row that shared staff. She would also like to know what the reimbursement rate is.

Councilmember Groff wondered if there needs to be a type of licensing and inspections.

Mayor Roe thought it was kind of a zoning decision.

City Attorney Tierney explained it is a zoning decision. Different cities have tried to license it with minimal success. Rental licenses could be applied and there may be some regulatory options, which she is happy to look into but mainly what is being talked about is the density.

Mayor Roe explained he observed this process before in another city and in that particular community, the decision making was done by the City Council. He knew that the proposed draft ordinance is to have it a staff decision appealable to the City Council as the Board of Adjustments and Appeals. From City Attorney Tierney’s experience in working with other cities and her firm’s experience, he asked whether the preferred model as opposed to having the decision made by the City Council, is to have it appealable to the City Council.

City Attorney Tierney explained a lot of cities are doing exactly this. This is a pretty common ordinance. The issue is essentially what the Council is doing is allowing staff to approve and if it gets denied it will be appealed and then it will go before the City Council.

Councilmember Schroeder thought this was a good proposal on what the City should do for an ordinance. She was in favor of how this is written and makes a lot of sense to her.

Mayor Roe appreciated the information from staff.

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 July 24, 2023 City Council Meeting Minutes

Etten moved, Groff seconded, approval of the July 24, 2023 City Council Meeting Minutes as presented.

Roll Call

Ayes: Groff, Strahan, Etten, and Roe.

Nays: None.

Abstain: Schroeder.

b. Approve August 7, 2023 City Council Meeting Minutes

Groff moved, Schroeder seconded, approval of the August 7, 2023 City Council Meeting Minutes as presented.

Roll Call

Ayes: Groff, Schroeder, and Roe.

Nays: None.

Abstain: Etten, Strahan.

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 August 21, 2023 and related attachments.

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

Roll Call

1 **City of Roseville**
2 **ORDINANCE NO.**
3 **AN ORDINANCE AMENDING**

4 **TITLE 9**

5 **AN ORDINANCE CREATING CHAPTER 911 OF TITLE 9 TO**
6 **ESTABLISH A PROCESS FOR REQUESTS FOR REASONABLE**
7 **ACCOMMODATIONS UNDER THE FAIR HOUSING ACT.**

8 THE CITY OF ROSEVILLE ORDAINS:

9 SECTION 1: Title 9, Chapter 911 of the Roseville City Code is hereby
10 established to read as follows:

11 **911.01 REASONABLE ACCOMMODATION REQUEST PROCESS**

12 A. Purpose. It is the policy of the city, pursuant to the Federal Fair Housing
13 Amendments Act of 1988 to provide reasonable accommodation in the application
14 of building, zoning, and other regulations for qualified persons with disabilities
15 seeking fair and equal access to housing. Reasonable accommodation means
16 providing a qualified person with flexibility in the application of building, land use,
17 zoning, and other regulations or policies (including the modification or waiver of
18 certain requirements), when it is necessary to eliminate barriers to fair housing
19 opportunities. The purpose of this article is to establish a process for making and
20 acting upon requests for reasonable accommodation.

21 B. Definitions. For the purpose of this section, the following definitions shall
22 apply unless the context clearly indicates otherwise or requires a different meaning.

23 **DISABILITY:** Those disabilities which are recognized under applicable
24 federal law.

25 **REASONABLE ACCOMMODATION:** Process by which the city may
26 provide a qualified person flexibility in the application of land use, zoning,
27 or other regulations.

28 **QUALIFIED PERSON:** Any individual with a disability, their
29 representative, or a developer or provider of housing for an individual with a
30 disability.

31 C. Initiation of Reasonable Accommodation Request. Any qualified person who
32 requests a reasonable accommodation in the form of modification in the application
33 of a building, zoning, or other regulation which may act as a barrier to fair housing
34 opportunities due to the disability of existing or proposed residents, may do so on

an application form provided by the city's Community Development Department. The application shall include a detailed explanation of why the accommodation is reasonably necessary to make the specific housing available to the person(s), including information establishing that the applicant is disabled under applicable laws, as well as other information required by the Community Development Department to make the determination. If the project for which the request is being made also requires an additional building or land use review or approval, the applicant shall file the request concurrently with the land use review.

D. Community Development Department, required findings. The Community Development Department, in consultation with other appropriate city staff, shall have the authority to consider and act on requests for reasonable accommodation. The Community Development Department shall issue a written decision in which the request is approved, approved subject to conditions, or denied. In making the decision as to whether an accommodation is reasonable, the following factors shall be considered:

1. Special need created by the disability;
2. Potential benefit that can be accomplished by the requested accommodation;
3. Need for the requested accommodation, including alternatives that may provide an equivalent level of benefit;
4. Physical attributes of and any proposed changes to the subject property and structures;
5. Potential impact on surrounding uses;
6. Whether the requested accommodation would constitute a fundamental alteration of the zoning regulations, policies, or procedures of the city, and/or nature of the area in which the accommodation is being requested;
7. Whether the requested accommodation would impose an undue financial or administrative burden on the city;
8. Whether the requested accommodation is likely to have any negative impacts on the health, safety, or general welfare of members of the community, and
9. Any other factor that may be determined to have a bearing on the request.

Any approval issued under this section may include such reasonable conditions that the Community Development Department deems necessary to mitigate any adverse impacts that the granting of such reasonable accommodation may produce or amplify.

69 E. Notice of Decision. The written decision of the Community Development
70 Department shall be mailed to the applicant of this section within five business days
71 of such decision being made. All written decisions shall give notice of the right to
72 appeal a decision of the Community Development Department pursuant to this
73 Section. The decision of the Community Development Department shall constitute
74 the final decision of the city, unless appealed according to the procedures and within
75 the time limits provided in this Chapter. Only the aggrieved applicant of the written
76 reasonable accommodation determination has a right to appeal the decision. A
77 reasonable accommodation approved under this section shall become effective on
78 the first calendar day following expiration of the right to appeal.

79 F. Applicability. Any approved request shall constitute a limited license which
80 shall allow the property owner or occupant to continue to rely upon such
81 accommodation only so long as they own or occupy the property. Approval of a
82 reasonable accommodation does not constitute a property right, does not run with
83 the land, and does not provide future owners or occupants any rights to rely upon
84 such accommodation approvals. Only the person who applied for such reasonable
85 accommodation, and who is specifically named in the city's approval of such
86 accommodation, shall be entitled to the benefits and protections thereof. The holder
87 of an approved reasonable accommodation license hereunder shall, on or before
88 January 1st of each year, provide the city with an updated affirmation that the
89 reasonable accommodation is still necessary. In the event that the Community
90 Development Department has reasonable cause to believe that the factors supporting
91 the original approval of a reasonable accommodation have changed, the Community
92 Development Department may request additional information from the license
93 holder. Failure to annually reaffirm the need for the reasonable accommodation, or
94 failure to provide information reasonably requested by the Community
95 Development Department shall result in automatic termination of the reasonable
96 accommodation upon written notice by the Community Development Department.

97 G. Conditions and guarantees. Prior to the issuance of any permits relative to an
98 approved reasonable accommodation request, the Community Development
99 Department may require the applicant to record a covenant acknowledging and
100 agreeing to comply with the terms and conditions established in the determination.

101 H. Appeals. Any decision reached by the Community Development Department
102 pursuant to this Section shall be subject to appeal to the city council by those persons
103 with a right to appeal as provided herein. All appeals shall be initiated by submitting
104 a notice of appeal, in writing, to the Community Development Department within
105 30 days of the date upon which the decision was made. Upon notice of appeal, the
106 city manager or their designee shall present such appeal to the city council for action
107 within 30 days. Following a hearing on such appeal, the city council shall issue its
108 findings, in writing, within 30 days.

109 I. Fees. Fees for applications under this Section may be set by city council
110 resolution.

111 SECTION 2: Effective date. This ordinance shall take effect upon its passage and
112 publication.

113 Passed by the City Council of the City of Roseville this 6th day of November 2023.

Signatures as follows on separate page:

Ordinance – AN ORDINANCE CREATING SECTION 110 OF TITLE 1 TO ESTABLISH A PROCESS FOR REQUESTS FOR REASONABLE ACCOMMODATIONS UNDER THE FAIR HOUSING ACT.

(SEAL)

CITY OF ROSEVILLE

BY: _____

Daniel J. Roe, Mayor

ATTEST:

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.e.

Department Approval

City Manager Approval



Item Description:

Approve Ramsey County Cooperative Agreement for County Road B from Snelling Avenue to Lexington Avenue

Background

As part of Ramsey County's Transportation Improvement Plan for 2024, the County plans to do work on County Road B between Snelling Avenue and Lexington Avenue. The improvements consist of resurfacing the roadway by removing the existing concrete pavement and replacing it with bituminous pavement. Work also includes miscellaneous curb repairs, ADA sidewalk improvements and replacement of three traffic signal systems (State Farm Road, Hamline Avenue and Lexington Avenue). In addition, the City intends to complete water main improvements with the County's project along County Road B between Snelling Avenue and Hamline Avenue, and between Dellwood Avenue and Merrill Street.

The proposed water main work is a continuation of water main replaced in 2022 in coordination with the Xcel project on County Road B between Merrill Street and Lexington Avenue. Doing the water main work in coordination with other projects reduces the impact to the traveling public and reduces the cost of pavement restoration versus if the water main project been done as a stand-alone project.

The project includes work that the City will contribute to, in accordance with the County's Cost Participation Policy. Additionally, the City will be responsible for costs related to the water main improvements. The Engineer's Estimate anticipated the costs borne by the City to be \$1,077,595. The breakdown of the estimated costs can be found below in Budget Implications and in Exhibit B of the agreement. In order to accommodate the new signals and ADA sidewalk upgrades, the City is participating in the acquisition of right-of-way per County Agreement PUBW2022-16R in the amount of \$343,964 that was approved by City Council on August 8, 2022.

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The County will be the lead agency for this project and require that the contractor maintain access to homes and businesses throughout construction.

There will be no assessments to property owners for this project. The project is expected to be bid and awarded in late 2023 or early 2024, and constructed in 2024.

Policy Objectives

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

Racial Equity Impact Summary

All residents, businesses, and travelers along the right-of-way will benefit from the improvements to the pavement and signal systems. Parts of the corridor experience high non-motorized traffic, so it is important to note that pedestrians, bicyclists, and transit users will also benefit from the sidewalk improvements being done to bring them up to current ADA standards. Census data blocks that exist within a quarter mile of the corridor indicate 21.6% of the population are people of color, 19% of the population is over the age of 65, and 8.6% of the households are below the poverty level.

Budget Implications

The \$6,437,621 Engineer’s Estimate for the total construction costs include \$1,077,595 of City costs. The City costs have been budgeted for in the Capital Improvement Plan for 2024 construction and as noted below:

EXPENDITURES	
Street/sidewalk/signal construction	\$202,108
Water main construction	\$709,220
Engineering design/construction costs	\$166,267
Estimated total expenditures	\$1,077,595

REVENUE	
Municipal State Aid Funds	\$89,392
Street Fund	\$250,614
Water Fund	\$737,589
Estimated total revenue	\$1,077,595

Staff Recommendations

Staff recommends adopting the resolution approving Ramsey County Cooperative Agreement for Road B from Snelling Avenue to Lexington Avenue.

Requested Council Action

64 Adopt the resolution approving Ramsey County Cooperative Agreement for County Road B
65 from Snelling Avenue to Lexington Avenue.
66
67
68

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

Attachments: 1. Resolution
2. Cooperative Agreement

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

* * * * *

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City
2 of Roseville, County of Ramsey, Minnesota was duly held on the 6th day of November,
3 2023, at 6:00 p.m.

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

5 Councilmember introduced the following resolution and moved its adoption:

6 **RESOLUTION No.**

7 **RESOLUTION APPROVING THE COOPERATIVE AGREEMENT WITH**
8 **RAMSEY COUNTY FOR COUNTY ROAD B FROM SNELLING TO**
9 **LEXINGTON AVENUES**

10 WHEREAS, County Road B between Snelling and Lexington Avenues in the City of
11 Roseville is Ramsey County State Aid Highway 25; and

12 WHEREAS, the project has been designated for funding by the Minnesota Department of
13 Transportation (“MnDOT”) as eligible for County State Aid Highway (“CSAH”) funds,
14 and, Municipal State Aid System (“MSAS”) funds; and

15 WHEREAS, the Project has been designated as County State Aid Project (S.A.P.) 062-
16 625-042 (County Road B) and Municipal State Aid Project (S.A.P.) 160-020-048
17 (County Road B); and

18 WHEREAS, it is necessary to establish project cost participation for both parties and to
19 establish the means for the City of Roseville to compensate Ramsey County for expenses
20 on said project; and

21 WHEREAS, the City and Ramsey County have drafted an agreement to establish said
22 terms for the project.

23 NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Roseville
24 approve the Cooperative Agreement drafted by Ramsey County and entered into with the
25 City of Roseville and that the Mayor and City Manager are authorized to execute the
26 agreement.

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

30 WHEREUPON said resolution was declared duly passed and adopted.

Agreement PUBW2022-29R

**RAMSEY COUNTY
COOPERATIVE AGREEMENT
WITH THE CITY OF ROSEVILLE FOR
County Project No. P-8026
County Road B Improvements
County State Aid Project 062-625-042
Municipal State Aid Project 160-020-048**

Total Construction Cost: \$6,437,620.77

Ramsey County Cost: \$5,360,026.26

City of Roseville Cost: \$1,077,594.51

Attachments:

Exhibit A - Project Location Map

Exhibit B – Engineer’s Estimate

This Agreement is between the City of Roseville, a municipal corporation ("City") and Ramsey County, a political subdivision of the State of Minnesota, ("County")

WHEREAS, County Road B (County State Aid Highway 25) from Snelling Avenue to Lexington Avenue ("Project") is identified in Ramsey County’s 2022-2026 Transportation Improvement Program for Roadway Construction Improvements and these locations are shown in Exhibit A – Project Location Map; and

WHEREAS, the City and County desire to resurface County Road B from Snelling Avenue to Lexington Avenue, replace traffic signals at State Farm Road, Hamline Avenue, and Lexington Avenue, and make ADA sidewalk improvements within the Project Limits; and

WHEREAS, in addition to the defined Project, the City intends to perform water main improvements on County Road B within the Project Limits in which the County will not participate; and

WHEREAS, in the area affected by construction, County Road B is designated County State Aid Highway (CSAH) 25, and is located in the City; and

WHEREAS, the project has been designated for funding by the Minnesota Department of Transportation ("MnDOT") as eligible for County State Aid Highway ("CSAH") funds, and, Municipal State Aid System ("MSAS") funds; and

WHEREAS, the Project has been designated as County State Aid Project (S.A.P.) 062-625-042 (County Road B) and Municipal State Aid Project (S.A.P.) 160-020-048 (County Road B);

NOW, THEREFORE, BE IT MUTUALLY AGREED AS FOLLOWS:

AGREEMENT

1. Responsibility for Design Engineering

- 1.1. Plans, specifications, and proposals will be prepared in accordance with Mn/DOT State Aid requirements.
- 1.2. The County will prepare plans, specifications, and proposals for the Project, which will include, among other things, the proposed reconstruction, alignment, profiles, grades, cross sections, paving, concrete curb and gutter, medians, storm sewer, storm water treatment and infiltration basins, pedestrian curb ramps, turf establishment, traffic signals, accessible pedestrian signals, and utility replacement and adjustments.
- 1.3. The City will prepare plans for the proposed water main improvements for the Project.
- 1.4. Plans for the Project showing proposed construction will be presented to the City and will be on file at Ramsey County Public Works Department.
- 1.5. Any costs associated with Project revisions after the completion of plans and specifications will be paid for by the party requesting the revisions. Revisions are subject to approval by both parties.

2. Responsibility for the Right of Way Plan and Acquisition

- 2.1. Right-of-Way being acquired for the Project is detailed in County Agreement PUBW2022-16R.

3. Procurement and Award of Contract

- 3.1. The County will take bids in accordance with state law and County procedures.
- 3.2. The County will prepare an abstract of bids and a cost participation summary based on the lowest responsible bidder's proposal and will provide the same to the City.

3.3. The County will require the City's concurrence to award a contract to the lowest responsible bidder.

4. Responsibility for Construction Engineering

4.1. The County shall be responsible to perform or contract the performance of the construction engineering for all elements of the Project, except the construction observation and staking for the water main improvements.

4.2. The City shall be responsible to perform or contract the performance of the construction observation and staking for the water main improvements.

5. Project Costs

5.1. Except as provided herein, the County and City will participate in the costs of construction in accordance with the Ramsey County Cost Participation Policy as approved in the 2023 – 2027 Ramsey County Transportation Improvement Plan. If there is a conflict between the Cost Participation Policy and this Agreement, this Agreement shall prevail.

5.2. County and City will each be responsible for the total estimated cost of the construction pay items as shown in Exhibit B – Engineer's Estimate. Quantities and unit prices in Exhibit B are estimates. Actual costs shall be based on the contract unit prices and the quantities constructed, determined after Project completion.

5.3. Mobilization, Traffic Control, Alternate Pedestrian Route, Stabilized Construction Exit, and Erosion Control Supervisor are defined collectively as the "Prorated Items" The City percentage of the Prorated Items is calculated as follows:

$$\text{City \% Prorated Items} = \frac{(\text{City Cost excluding the Prorated Items Cost})}{(\text{Total Project Cost excluding the Prorated Items Cost})}$$

The costs in the Prorated Items calculation will be based on contract unit prices and quantities at the time of contract award. No adjustments in the percentages will be made if unit prices or quantities vary during construction.

5.4. Design Engineering Costs

5.4.1. The City shall pay the County a design engineering fee equal to 12% of the City's share of the Project's Road Improvement construction pay items identified in Exhibit B.

5.4.2. The City shall pay the County a design engineering fee equal to 2% of the City's share of the Water Main Improvement construction pay items identified in Exhibit B.

5.5. Construction Engineering Costs

5.5.1. The City shall pay the County a construction engineering fee equal to 12% of the City's share of the Project's Road Improvement construction pay items identified in Exhibit B.

5.5.2. The City shall pay the County a construction engineering fee equal to 2% of the City's share of the Water Main improvement construction pay items identified in Exhibit B.

6. Payment Schedule

6.1. The County will invoice design engineering fees at the time of contract award.

6.2. The County will invoice construction engineering costs monthly and at the time of substantial Project completion, as determined by the County.

6.3. The County will invoice construction costs monthly and at the time of substantial Project completion based on the payments made to the contractor.

6.4. Payment will be made within 35 days of receipt of an invoice.

7. Ownership and Maintenance Responsibility for Project Elements

7.1. Ownership and Maintenance Responsibility of the Roadway.

7.1.1. The County will own and maintain the roadway and associated roadway elements located within the County Right of Way, except as detailed below.

7.2. Ownership and Maintenance Responsibility of the Storm Sewer (*catch basins and leads, main, infiltration systems, ponding, water treatment*)

7.2.1. The City shall own the following components of the storm sewer system:

- i. Trunk line
- ii. Trunk line manholes

- iii. Surface drains located outside of the County Road right-of-way and associated leads
- iv. Trunk line outfalls

7.2.2. The County shall own the following components of the storm sewer system:

- v. Catch basins
- vi. Catch basin leads
- vii. Cross-culverts
- viii. Surface drains located within the County Road right-of-way

7.2.3. The City and County shall each maintain the components of the storm sewer system under their respective ownership.

7.3. Ownership and Maintenance Responsibility of the Signal Systems, Accessible Pedestrian System (APS).

7.3.1. Ownership and maintenance of the signal systems and APS are detailed in the most current version of Agreement PW2023-13M.

7.4. Ownership and Maintenance Responsibility of the Sidewalk and Trail.

7.4.1. The County will own the sidewalk and trail, and is responsible for future overlay, or reconstruction improvements.

7.4.2. The City will maintain the sidewalk and trail, including snow and ice removal, sweeping, crack sealing, debris removal, vegetation control, panel replacement, settlement adjustments, etc.

- 8. The City grants the County temporary construction easements over all City owned right-of-way and property within the limits of the Project for use during construction at no cost to the County.
- 9. The City and County shall indemnify, defend, and hold each other harmless against any and all liability, losses, costs, damages, expenses, claims, or actions, including attorney's fees, which the indemnified party, its officials, agents, or employees may hereafter sustain, incur, or be required to pay, arising out of or by reason of any act or omission of the indemnifying party, its officials, agents, or employees, in the execution, performance, or failure to adequately perform the indemnifying party's obligation pursuant to this Agreement. Nothing in this Agreement shall constitute a waiver by the County or the City of any statutory or common law immunities, limits, or exceptions on liability.
- 10. COUNTERPARTS: The parties may sign this Agreement in counterparts, each of which constitutes an original, but all of which together constitute one instrument.

10.1. ELECTRONIC SIGNATURES: The parties agree that the electronic signature of a party to this Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Agreement. The parties further agree that any document (including this Agreement and any attachments or exhibits to this Agreement) containing, or to which there is affixed, an electronic signature shall be deemed (i) to be "written" or "in writing", (ii) to have been signed and (iii) to constitute a record established and maintained in the ordinary course of business and an original written record when printed from electronic files. For purposes hereof, "electronic signature" also means a manually signed original signature that is then transmitted by any electronic means, including without limitation a faxed version of an original signature or an electronically scanned and transmitted version (e.g., via PDF) of an original signature. Any party's failure to produce the original signature of any electronically transmitted signature shall not affect the enforceability of this Agreement.

11. This Agreement shall remain in full force and effect until terminated by mutual agreement of the parties.

If to the CITY: City of Roseville
2660 Civic Center Drive
Roseville, MN 55113
Attention: Jennifer Lowry, City Engineer

If to the COUNTY: Ramsey County Public Works
1425 Paul Kirkwold Drive
Arden Hills, MN 55112
Attention: Brad Estochen, Ramsey County Engineer

THE REMAINDER OF THIS PAGE IS INTENTIONALLY BLANK.

CITY OF ROSEVILLE, MINNESOTA

By: _____
Daniel J. Roe, Mayor

Date: _____

By: _____
Patrick Trudgeon, City Manager

Date: _____

RAMSEY COUNTY, MINNESOTA

Ryan T. O'Connor, County Manager

Date: _____

Approval recommended:

Brad Estochen, Ramsey County Engineer

Date: _____

Approved as to form:

Assistant County Attorney

Date: _____

PLAN SYMBOLS

STATE LINE	=====
COUNTY LINE	=====
TOWNSHIP OR RANGE LINE	=====
SECTION LINE	=====
QUARTER LINE	=====
SIXTEENTH LINE	=====
EXISTING RIGHT OF WAY LINE	-----
PROPOSED RIGHT OF WAY LINE	-----
PROPERTY LINE	=====
CORPORATE OR CITY LIMITS	=====
RAILROAD	=====
RAILROAD RIGHT-OF-WAY	=====
RIVER OF CREEK	=====
CULVERT	=====
GUARDRAIL	=====
WOOD FENCE	=====
BARBED WIRE FENCE	=====
WOVEN WIRE FENCE	=====
CHAIN LINK FENCE	=====
TIMBER WALL	=====
STONE WALL	=====
HEDGE	=====
RAILROAD CROSSING SIGN	=====
CROSSING GATE	=====
MEANDER CORNER	=====
SLOPE EASEMENT (CONST. LIMITS)	=====
MARSH	=====
DECIDUOUS TREE	=====
CONIFEROUS TREE	=====
BUSH OR SHRUB	=====
WOODS	=====
CATCH BASIN	=====
BRIDGE	=====
IRON PIPE OR ROD	=====
MONUMENT (STONE, CONCRETE OR METAL)	=====
WOODEN HUB	=====

UTILITY SYMBOLS

UTILITY POLE	=====
GUY OR ANCHOR	=====
STREET LIGHT	=====
TELEPHONE PEDESTAL	=====
GAS MAIN	=====
WATER MAIN	=====
TELEPHONE VAULT	=====
ELECTRIC VAULT	=====
TELEPHONE CABLE	=====
ELECTRIC CABLE	=====
STORM SEWER	=====
SANITARY SEWER	=====
SEWER MANHOLE	=====
GATE VALVE	=====
CONTROLLER CABINET	=====
EXISTING HYDRANT	=====
CABLE TELEVISION-BURIED	=====
FIBER OPTIC CABLE	=====
TRAFFIC SIGNAL LINE	=====
TRAFFIC SIGNAL HAND HOLE	=====

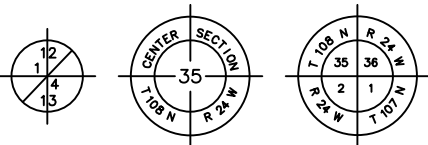
FOR PLANS AND UTILITIES SYMBOLS SEE MN/DOT TECHNICAL MANUAL.

GOVERNING SPECIFICATIONS

THE 2018 EDITION OF MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MMUTCD, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS, SEE [HTTP://WWW.DOT.STATE.MN.US/TRAFFICENG/](http://www.dot.state.mn.us/trafficeng/)

ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND ORDINANCES WILL BE COMPLIED WITH IN THE CONSTRUCTION OF THIS PROJECT.



DESIGN DESIGNATION

PRESENT ADT (2023)	13,900
PROJECTED ADT (2043)	13,900
FUNCTIONAL CLASS	B MINOR
TRAFFIC LANES	3
PARKING LANES	0
DESIGN SPEED (MPH)	35
TON DESIGN	10

BASED ON STOPPING DISTANCE
HEIGHT OF EYE: 3.50 FEET
HEIGHT OF OBJECT: 2.0 FEET

2023 PAVEMENT RESURFACING PROJECT

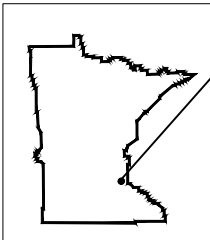
STATE AID PROJECT NO. 062-625-042

COUNTY ROAD B (CSAH 25)

GROSS LENGTH	5,403 FEET	1.023 MILES
BRIDGE LENGTH	--- FEET	--- MILES
NET LENGTH	5,403 FEET	1.023 MILES

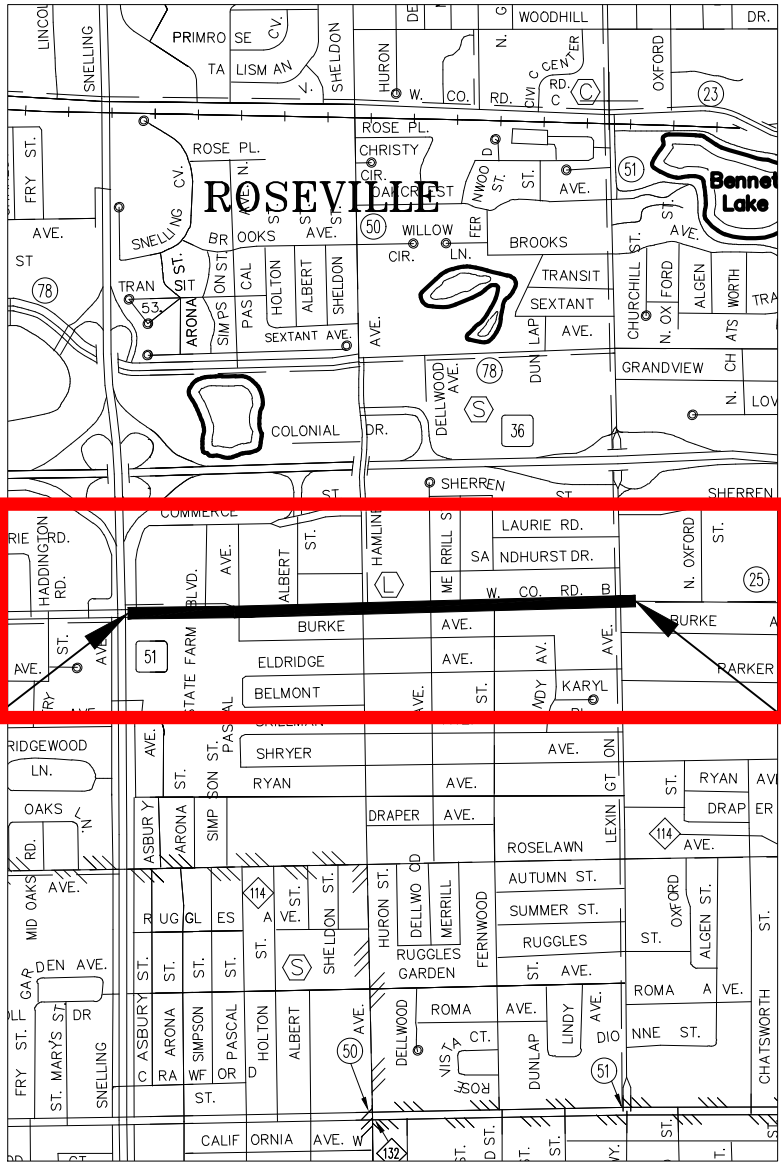
SCALES IN FEET

PLAN	0 25 50
INDEX MAP	0 1000 2000



PROJECT LOCATION
RAMSEY COUNTY
METRO DISTRICT

BEGIN CONSTRUCTION
S.A.P. 062-625-042
COUNTY ROAD B
STA. 1+92



END CONSTRUCTION
S.A.P. 062-625-042
COUNTY ROAD B
STA. 55+95

RAMSEY COUNTY



CONSTRUCTION PLAN FOR CONCRETE PAVEMENT
REHABILITATION, BITUMINOUS PAVING, ADA PEDESTRIAN
RAMP IMPROVEMENTS, TRAFFIC SIGNAL REPLACEMENTS,
SIGNING AND STRIPING.

COUNTY ROAD B
CSAH 25

FROM SNELLING AVENUE TO 300' EAST OF LEXINGTON AVENUE

LOCATED IN THE CITY OF ROSEVILLE

INDEX

SHEET NO.	DESCRIPTION
1	TITLE SHEET
X	ESTIMATED QUANTITIES
X	CONSTRUCTION NOTES & STD PLATES
X	SWPPP
X	TYPICAL SECTIONS
X	TABULATIONS
X-X	DETAILS
X-X	PEDESTRIAN CURB RAMP & DRIVEWAY STD PLANS
X-X	INTERSECTION DETAILS
X-X	REMOVAL AND EXISTING UTILITY PLAN
X-X	CONSTRUCTION PLAN
X-X	PAVEMENT MARKING PLAN
X-X	SIGNING PLAN
X-X	SIGNAL PLAN

THIS PLAN CONTAINS XX SHEETS

Exhibit A - Project Location Map

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

ALAN MAXWELL, PE REG. NO. XXXXX DATE

APPROVED RAMSEY COUNTY ENGINEER DATE

APPROVED CITY OF ROSEVILLE DATE

MINNESOTA DEPARTMENT OF TRANSPORTATION

DISTRICT STATE AID ENGINEER REVIEWED FOR COMPLIANCE WITH STATE AID RULES/POLICY DATE

STATE AID ENGINEER: APPROVED FOR STATE AID FUNDING DATE

PLAN REVISIONS		
DATE	SHEET NO. & DESCRIPTION	BY

DRAWN BY LV, JK, AM DATE

CHECKED BY AM DATE



S.A.P. NO. 062-625-042

SHEET NO. 1 OF ## SHEETS

Total Project Cost Excluding "Prorated" Items \$					4,725,604.89	\$3,513,142.89	\$156,618.00	\$360,000.00	\$64,204.00	\$631,640.00	
						74.34%	3.31%	7.62%	1.36%	13.37%	
County Road B Improvements											
Cost Estimate					6/20/2023	100% Ramsey County	State Aid Eligible Storm Sewer Costs	50% County - 50% Roseville	100% Roseville Road Improvement Pay Items (12% Fees)	100% Roseville Water Main Improvement Pay Items (2% Fees)	
ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATE QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT
2021.501	MOBILIZATION	LUMP SUM	1.0000	\$ 250,000.00	\$ 250,000.00	0.7434	\$185,856.78	0.0331	\$8,285.61	0.0136	\$3,396.60
2031.601	FIELD OFFICE	LUMP SUM	1.0000	\$ 16,000.00	\$ 16,000.00	0.7434	\$11,894.83	0.0331	\$530.28	0.0136	\$217.38
2101.501	CLEARING	TREE	10	\$ 750.00	\$ 7,500.00	10	\$7,500.00				
2101.502	GRUBBING	TREE	10	\$ 750.00	\$ 7,500.00	10	\$7,500.00				
2104.502	REMOVE MANHOLE	EACH	2	\$ 1,300.00	\$ 2,600.00					2	\$2,600.00
2104.502	REMOVE GATE VALVE	EACH	13	\$ 250.00	\$ 3,250.00					13	\$3,250.00
2104.502	REMOVE CURB STOP & BOX	EACH	5	\$ 1,500.00	\$ 7,500.00					5	\$7,500.00
2104.502	REMOVE VALVE BOX	EACH	3	\$ 200.00	\$ 600.00					3	\$600.00
2104.502	REMOVE HYDRANT	EACH	6	\$ 550.00	\$ 3,300.00					6	\$3,300.00
2104.502	REMOVE CROSS	EACH	2	\$ 1,200.00	\$ 2,400.00					2	\$2,400.00
2104.502	REMOVE DRAINAGE STRUCTURE	EACH	6	\$ 800.00	\$ 4,800.00	5	\$4,000.00			1	\$800.00
2104.502	REMOVE SIGN TYPE C	EACH	50	\$ 50.00	\$ 2,500.00	50	\$2,500.00				
2104.502	REMOVE SIGNAL SYSTEM A	EACH	1	\$ 10,000.00	\$ 10,000.00	1	\$10,000.00				
2104.502	REMOVE SIGNAL SYSTEM B	EACH	1	\$ 10,000.00	\$ 10,000.00	1	\$10,000.00				
2104.502	REMOVE SIGNAL SYSTEM C	EACH	1	\$ 10,000.00	\$ 10,000.00	1	\$10,000.00				
2104.502	REMOVE HANDHOLE	EACH	1	\$ 500.00	\$ 500.00	1	\$500.00				
2104.502	SALVAGE GATE VALVE	EACH	1	\$ 500.00	\$ 500.00	1	\$500.00				
2104.502	SALVAGE BUS STOP BENCH	EACH	3	\$ 300.00	\$ 900.00	3	\$900.00				
2104.502	SALVAGE SIGN TYPE C	EACH	70	\$ 50.00	\$ 3,500.00	70	\$3,500.00				
2104.502	SALVAGE MAIL BOX SUPPORT	EACH	24	\$ 50.00	\$ 1,200.00	24	\$1,200.00				
2104.503	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	4,351	\$ 8.00	\$ 34,808.00	3,879	\$31,032.00			472	\$3,776.00
2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	1,050	\$ 5.00	\$ 5,250.00	969	\$4,845.00			81	\$405.00
2104.503	REMOVE WATER MAIN	LIN FT	900	\$ 10.00	\$ 9,000.00						
2104.503	REMOVE SEWER PIPE (STORM)	LIN FT	89	\$ 35.00	\$ 3,115.00	62	\$2,170.00				
2104.503	REMOVE CONCRETE CURB	LIN FT	3,677	\$ 2.00	\$ 7,354.00	3,677	\$7,354.00				
2104.503	REMOVE CONCRETE CURB & GUTTER	LIN FT	3,956	\$ 4.00	\$ 15,824.00	3,573	\$14,292.00				
2104.504	REMOVE CONCRETE MEDIAN	SQ YD	472	\$ 5.00	\$ 2,360.00	472	\$2,360.00			383	\$1,532.00
2104.504	REMOVE CONCRETE PAVEMENT	SQ YD	27,049	\$ 7.00	\$ 189,343.00	27,049	\$189,343.00				
2104.504	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	1,101	\$ 7.00	\$ 7,707.00	1,004	\$7,028.00			97	\$679.00
2104.504	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	SQ YD	417	\$ 6.00	\$ 2,502.00	405	\$2,430.00			12	\$72.00
2104.518	REMOVE CONCRETE WALK	SQ FT	25,801	\$ 2.00	\$ 51,602.00	25,617	\$51,234.00			184	\$368.00
2104.502	REMOVE SURVEY MONUMENT	EACH	2	\$ 800.00	\$ 1,600.00	2	\$1,600.00				
2104.502	REMOVE HYDRANT SPECIAL	EACH	3	\$ 500.00	\$ 1,500.00						
2104.603	ABANDON WATER MAIN	LIN FT	2,000	\$ 9.00	\$ 18,000.00						
2104.603	ABANDON SANITARY SEWER	LIN FT	60	\$ 9.00	\$ 540.00	60	\$540.00				
2104.618	REMOVE AND REPLACE BITUMINOUS PAVEMENT	SQ FT	1,440	\$ 12.00	\$ 17,280.00	1,380	\$18,960.00			60	\$720.00
2106.507	EXCAVATION - COMMON (P)	CU YD	159	\$ 20.00	\$ 3,180.00	159	\$3,180.00				
2123.61	TRACTOR MOUNTED BACKHOE/LOADER	hour	22	\$ 185.00	\$ 4,070.00	20	\$3,700.00			2	\$372.00
2123.61	STREET SWEEPER (WITH PICKUP BROOM)	hour	35	\$ 185.00	\$ 6,475.00	20	\$3,700.00				
2211.507	AGGREGATE BASE (CV) CLASS 6	CU YD	2,604	\$ 50.00	\$ 130,200.00	2,601	\$130,050.00			3	\$150.00
2301.502	DOWEL BAR	EACH	882	\$ 16.00	\$ 14,112.00	882	\$14,112.00				
2301.504	CONCRETE PAVEMENT 8" D"	SQ YD	1,550	\$ 90.00	\$ 139,500.00	1,550	\$139,500.00				
2301.508	SUPPLEMENTAL PAVEMENT REINFORCEMENT	POUND	700	\$ 2.50	\$ 1,750.00	700	\$1,750.00				
2301.602	DRILL & GROUT DOWEL BARS (EPOXY COATED)	EACH	70	\$ 25.00	\$ 1,750.00	70	\$1,750.00				
2332.504	MILL BITUMINOUS SURFACE (2" D")	SQ YD	7,492	\$ 1.80	\$ 13,485.60	7,492	\$13,485.60				
2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GALLON	3,000	\$ 2.75	\$ 8,250.00	3,000	\$8,250.00				
2360.509	TYPE SP 9.5 BIT MIXTURE FOR PATCHING	TON	165	\$ 150.00	\$ 24,750.00	47	\$7,050.00			118	\$17,700.00
2360.509	TYPE SP 12.5 NON WEAR COURSE MIX (4.8)	TON	4,698	\$ 90.00	\$ 422,820.00	4,698	\$422,820.00				
2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (4.8)	TON	6,811	\$ 105.00	\$ 715,155.00	6,811	\$715,155.00				
2451.507	COARSE AGGREGATE BEDDING (LV)	CU YD	700	\$ 40.00	\$ 28,000.00					700	\$28,000.00
2503.503	12" RC PIPE SEWER DESIGN 300S	LIN FT	146	\$ 77.00	\$ 11,242.00			119	\$9,163.00	27	\$2,079.00
2503.503	21" RC PIPE SEWER DESIGN 300S	LIN FT	16	\$ 100.00	\$ 1,600.00			16	\$1,600.00		
2503.602	SANITARY SEWER SERVICE SPECIAL	EACH	17	\$ 1,500.00	\$ 25,500.00					17	\$25,500.00
2503.602	CONNECT TO EXISTING STORM SEWER	EACH	6	\$ 1,000.00	\$ 6,000.00			6	\$6,000.00		
2503.603	INSPECTION HOLE	EACH	17	\$ 700.00	\$ 11,900.00						
2503.603	TEMPORARY WATER SERVICE	LUMP SUM	1	\$ 20,000.00	\$ 20,000.00					17	\$11,900.00
2503.602	RECONNECT WATER SERVICE	EACH	27	\$ 600.00	\$ 16,200.00						
2503.602	WATER MAIN OFFSET	EACH	1	\$ 7,000.00	\$ 7,000.00					27	\$16,200.00
2503.602	CONNECT TO EXISTING WATER MAIN	EACH	9	\$ 1,200.00	\$ 10,800.00						
2504.602	HYDRANT	EACH	8	\$ 5,500.00	\$ 44,000.00					8	\$68,000.00
2504.602	ADJUST VALVE BOX	EACH	1	\$ 400.00	\$ 400.00	1	\$400.00				
2504.602	0.75" CORPORATION STOP	EACH	18	\$ 600.00	\$ 10,800.00					18	\$10,800.00
2504.602	1" CORPORATION STOP	EACH	8	\$ 700.00	\$ 5,600.00					8	\$5,600.00
2504.602	1.25" CORPORATION STOP	EACH	1	\$ 800.00	\$ 800.00						
2504.602	6" GATE VALVE	EACH	14	\$ 2,100.00	\$ 29,400.00					14	\$29,400.00
2504.602	8" GATE VALVE	EACH	3	\$ 2,500.00	\$ 7,500.00					3	\$7,500.00
2504.602	12" GATE VALVE	EACH	4	\$ 4,500.00	\$ 18,000.00					4	\$18,000.00
2504.602	CURB STOP AND BOX	EACH	5	\$ 1,000.00	\$ 5,000.00					5	\$5,000.00
2504.603	8" WATER MAIN HDPE (PIPE BURSTING)	LIN FT	375	\$ 110.00	\$ 41,250.00					375	\$41,250.00
2504.603	3/4" TYPE K COPPER PIPE	LIN FT	290	\$ 50.00	\$ 14,500.00					290	\$14,500.00
2504.603	1" TYPE K COPPER PIPE	LIN FT	110	\$ 50.00	\$ 5,500.00					110	\$5,500.00
2504.603	1.25" TYPE K COPPER PIPE	LIN FT	15	\$ 60.00	\$ 900.00					15	\$900.00
2504.604	4" POLYSTYRENE INSULATION	SQ YD	105	\$ 40.00	\$ 4,200.00	5	\$200.00			100	\$4,000.00
2504.604	WATER MAIN FITTINGS	POUND	1,000	\$ 11.00	\$ 20,000.00					1,000	\$20,000.00
2506.502	CASTING ASSEMBLY	EACH	57	\$ 1,400.00	\$ 79,800.00			56	\$78,400.00	1	\$1,400.00
2504.603	6" WATERMAIN DUCTILE IRON CL 52	LIN FT	1,910	\$ 80.00	\$ 152,800.00					1,910	\$152,800.00
2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	630	\$ 85.00	\$ 53,550.00					630	\$53,550.00
2504.603	12" WATERMAIN DUCTILE IRON CL 52	LIN FT	190	\$ 120.00	\$ 22,800.00					190	\$22,800.00
2506.502	ADJUST FRAME AND RING CASTING	EACH	9	\$ 1,100.00	\$ 9,900.00			9	\$9,900.00		
2506.502	CONST DRAINAGE STRUCTURE DESIGN N	LIN FT	17.84	\$ 500.00	\$ 8,920.00			13.34	\$6,670.00	4.50	\$2,250.00
2506.502	CONST DRAINAGE STRUCTURE DES 50-48	LIN FT	5.84	\$ 750.00	\$ 4,380.00			6	\$4,380.00		
2506.503	CONST DRAINAGE STRUCTURE DES 48-40-20	LIN FT	16.32	\$ 750.00	\$ 12,240.00			17	\$12,690.00		
2506.503	RECONSTRUCT DRAINAGE STRUCTURE	LIN FT	25.80	\$ 800.00	\$ 20,640.00			26	\$20,640.00		
2506.602	PRECAST CONCRETE MANHOLE COVER	EACH	1	\$ 800.00	\$ 800.00					1	\$800.00
2506.602	CONNECT TO EXISTING DRAINAGE STRUCTURE	EACH	6	\$ 1,275.00	\$ 7,650.00			5	\$6,375.00		
2521.518	6" CONCRETE WALK	SQ FT	10,266	\$ 6.00	\$ 61,596.00	19,664	\$117,984.00			102	\$612.00
2521.518	6" CONCRETE WALK	SQ FT	1,469	\$ 15.00	\$ 21,935.00	4,944	\$74,160.00			25	\$375.00
2521.602	DRILL & GROUT REIN BARS (EPOXY COATED)	EACH	268	\$ 12.00	\$ 3,216.00	268	\$3,216.00				
2531.603	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	3,026	\$ 20.00	\$ 60,520.00						
2531.503	CONCRETE CURB & GUTTER DESIGN B424	LIN FT	3,015	\$ 20.00	\$ 60,300.00						
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	869	\$ 90.00	\$ 78,210.00	842	\$75,780.00			27	\$2,430.00
2531.504	6" CONCRETE DRIVEWAY PAVEMENT	SQ YD	546	\$ 120.00	\$ 65,520.00	459	\$55,080.00			87	\$10,440.00
2531.503	CONCRETE CURB & GUTTER	LIN FT	1,211	\$ 43.00	\$ 52,073.00	841	\$36,249.00			368	\$15,824.00
2531.503	CONCRETE CURB DESIGN V	LIN FT	30	\$ 45.00	\$ 1,350.00						

County Road B Improvements						74.34%		3.31%		7.62%		1.36%		13.37%	
Cost Estimate						100% Ramsey County		State Aid Eligible Storm Sewer Costs		50% County - 50% Roseville		100% Roseville Road Improvement Pay Items (12% Fees)		100% Roseville Water Main Improvement Pay Items (2% Fees)	
6/20/2023															
ITEM NUMBER	ITEM	UNIT	TOTAL ESTIMATE QUANTITY	UNIT PRICE	AMOUNT	ESTIMATED QUANTITY	AMOUNT			ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT	ESTIMATED QUANTITY	AMOUNT
2565.502	OBJECT MARKER	EACH	5	\$ 225.00	\$ 1,125.00	5.00	\$1,125.00								
2565.518	SIGN PANEL TYPE C	SQ FT	200.50	\$ 90.00	\$ 18,045.00	200.50	\$18,045.00								
2565.502	APS PUSH BUTTON STATION	EACH	24	\$ 1,200.00	\$ 28,800.00	24	\$28,800.00								
2565.502	APS POLE MOUNTING ADAPTOR	EACH	24	\$ 800.00	\$ 19,200.00	24	\$19,200.00								
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM A	SYSTEM	1	\$ 350,000.00	\$ 350,000.00					1	\$350,000.00				
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM B	SYSTEM	1	\$ 350,000.00	\$ 350,000.00	1	\$350,000.00								
2565.516	TRAFFIC CONTROL SIGNAL SYSTEM C	SYSTEM	1	\$ 350,000.00	\$ 350,000.00	1	\$350,000.00								
2565.616	SPRICE VAULT	EACH	2	\$ 5,000.00	\$ 10,000.00	2	\$10,000.00								
2565.616	PULL VAULT	EACH	8	\$ 1,500.00	\$ 12,000.00	8	\$12,000.00								
2565.602	ADJUST HANDHOLE	EACH	5	\$ 500.00	\$ 2,500.00	5	\$2,500.00								
2565.602	SPRICE KIT	EACH	2	\$ 800.00	\$ 1,600.00	2	\$1,600.00								
2565.602	RIGID PVC LOOP DETECTOR 5'X6'	EACH	9	\$ 3,725.00	\$ 33,525.00	9	\$33,525.00								
2565.603	2" NON-METALLIC CONDUIT	LIN FT	788	\$ 7.00	\$ 5,516.00	788	\$5,516.00								
2565.603	2" NON-METALLIC COND (DIRECTIONAL BORE)	LIN FT	495	\$ 17.00	\$ 8,415.00	495	\$8,415.00								
2565.603	6SM FIBER OPTIC CABLE - INTERCONNECT	LIN FT	7,385	\$ 3.00	\$ 22,755.00	7,385	\$22,755.00								
2565.603	6MM FIBER OPTIC CABLE - INTERCONNECT	LIN FT	210	\$ 4.00	\$ 840.00	210	\$840.00								
2573.501	EROSION CONTROL SUPERVISOR	LUMP SUM	1.0000	\$ 5,000.00	\$ 5,000.00	0.7434	\$3,717.14	0.0331	\$165.71	0.0762	\$380.90	0.0136	\$67.93	0.1337	\$668.32
2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	1.0000	\$ 5,000.00	\$ 5,000.00	0.7434	\$3,717.14	0.0331	\$165.71	0.0762	\$380.90	0.0136	\$67.93	0.1337	\$668.32
2573.503	SEDIMENT CONTROL LOG TYPE COMPOST	LIN FT	90	\$ 3.50	\$ 315.00	90	\$315.00								
2573.502	STORM DRAIN INLET PROTECTION	EACH	35	\$ 200.00	\$ 7,000.00	35	\$7,000.00								
2573.504	RAPID STABILIZATION METHOD 4	SQ YD	3,539	\$ 5.00	\$ 17,695.00	3,539	\$17,695.00								
2575.609	LANDSCAPE ROCK	TON	9	\$ 200.00	\$ 1,800.00	9	\$1,800.00								
2575.618	SITE RESTORATION	SQ FT	31,449	\$ 2.25	\$ 70,760.25	31,449	\$70,760.25								
2582.503	INTERIM PAVEMENT MARKING	LIN FT	15,035	\$ 0.25	\$ 3,758.75	15,035	\$3,758.75								
2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	11,250	\$ 1.30	\$ 14,625.00	11,250	\$14,625.00								
2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	6,370	\$ 1.60	\$ 10,192.00	6,370	\$10,192.00								
2582.503	12" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	32	\$ 20.00	\$ 640.00										
2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	1,300	\$ 1.30	\$ 1,690.00	1,300	\$1,690.00								
2582.503	4" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	332	\$ 1.30	\$ 431.60	332	\$431.60								
2582.503	8" DOTTED LINE MULTI COMP GR IN (WR)	LIN FT	136	\$ 2.00	\$ 272.00	136	\$272.00								
2582.503	4" DOUBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	1,100	\$ 2.60	\$ 2,860.00	1,100	\$2,860.00								
2582.503	4" SOLID LINE PREF TAPE GR IN (WR) CONT	LIN FT	285	\$ 16.25	\$ 4,631.25	285	\$4,631.25								
2582.503	4" BROKEN LINE PREF TAPE GR IN (WR) CONT	LIN FT	80	\$ 16.25	\$ 1,300.00	80	\$1,300.00								
2582.518	PAVT MSGG PREF THERMO GR IN	SQ FT	1,010.76	\$ 19.00	\$ 19,204.44	1,011	\$19,204.44								
2582.518	CROSSWALK PREF THERMO GR IN ESR	SQ FT	2,144	\$ 13.00	\$ 27,872.00	2,144	\$27,872.00								
TOTALS					\$ 5,176,604.89	\$ 3,848,428.53	\$ 171,568.23			\$394,357.51		\$70,331.47		\$ 691,922.15	
(2.5% / 1 YEAR); 2.5% INFLATION					0.0250	\$ 5,306,020.01	\$3,944,639.24	\$175,854.36		\$404,216.44		\$72,089.76		\$709,220.21	
Construction Engineering (12.0%) / (2.0% Water Main)					0.1200	0.0200	\$ 473,356.71	\$ 21,102.52		\$ 48,505.97		\$ 8,650.77		\$ 14,184.40	
TOTAL Plus construction Engineering							\$ 4,417,995.95	\$ 196,956.89		\$ 452,722.42		\$ 80,740.53		\$ 723,404.61	
Design Engineering (12.0%) / (2.0% Water Main)					0.1200	0.0200	\$ 473,356.71	\$ 21,102.52		\$ 48,505.97		\$ 8,650.77		\$ 14,184.40	
TOTAL with all engineering costs							\$ 4,891,352.66	\$ 218,059.41		\$ 501,228.39		\$ 89,391.30		\$ 737,589.02	
Estimated Project Cost:															
Ramsey County		\$	\$ 3,360,026.26				\$ 4,891,352.66		\$ 218,059.41		\$ 250,614.20				
Roseville		\$	1,077,594.51								\$ 250,614.20		\$ 89,391.30		\$ 737,589.02
Total Project Cost:			\$6,437,620.77												

REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.f.

Department Approval



City Manager Approval



Item Description:

Consider Not Waiving Statutory Liability Limits for 2024

Background

Minnesota Statute 466.04 states that liability of any municipality on any one claimant shall not exceed \$500,000 when the claim is for death, wrongful act, or omission; and shall not pay more than \$1,500,000 for claims arising out of a single occurrence.

State Statute provides municipalities the opportunity to waive the individual statutory limit to better accommodate claimants that may have been harmed by the City's actions or negligence. However, by waiving the statutory limit there is no limit on the settlement a claimant(s) may receive, and the waiver would apply to all claims. The City's Liability Insurance provider requires a formal action by the City Council designating its intentions.

Policy Objectives

Not applicable

Racial Equity Impact Summary

Not applicable

Budget Implications

Waiving the statutory limits would create greater risk and carry the potential for higher insurance payouts on claims brought against the City.

Staff Recommendations

Staff recommends the Council NOT waive the Statutory Liability Limits for 2024.

31 **Requested Council Action**

32 Motion to NOT waive the Statutory Liability Limits for 2024.

33

34

35

Prepared by: Joshua Kent - Assistant Finance Director

Attachments: None

36

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.g.

Department Approval

City Manager Approval



Item Description:

Approve Final Payment for 2022 Villa Park Sedimentation Pond Improvements Project

Background

On July 25, 2022, the City Council awarded the 2022 Villa Park Sedimentation Pond Improvements Project to Kevitt Companies. Work completed under the contract totaled \$110,960.98. The work was started during the winter of 2022 and completed in the fall of 2023 and the project is ready to be closed out.

P22-11 2022 Villa Park Sedimentation Pond Improvements Project – consisted of storm sewer improvements to the Sedimentation Pond with Villa Park, which drains directly to Lake McCarrons (Attachment 3).

The scope of the project originally included the dredging of the pond, but this component was removed from the contract due to nonideal working conditions (short periods of freezing temps followed by higher temperatures that produced snowmelt runoff, lack of a frozen pond bottom to work from, etc.). The dredging of the pond will be looked at as a future project when staff and budget resources are available.

City policy requires that the following items be completed to finalize a construction contract:

- Certification from the City Engineer verifying that all of the work has been completed in accordance with plans and specifications (Attachment 2).
- A resolution by the City Council accepting the contract and beginning the one-year warranty.

Policy Objectives

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

Racial Equity Impact Summary

There should be no equity impacts associated with this final payment. The project as a whole benefits all residents and property owners in the area by providing storm sewer upgrades to ensure proper functionality.

Budget Implications

The final contract amount, \$110,960.98, is under the awarded amount of \$358,786.62. The dredging component of the project was removed from the scope due to nonideal working conditions during the winter of 2022-2023.

This project was financed using storm water utility funds.

Staff Recommendations

The work completed was in accordance with project plans and specifications. Staff recommends the City Council approve a resolution accepting the work completed as the 2022 Villa Park Sedimentation Pond Improvements Project and authorize final payment of \$5,548.05 to Kevitt Companies.

Requested Council Action

Motion to adopt the resolution accepting the work completed as 2022 Villa Park Sedimentation Pond Improvements Project and authorize final payment of \$5,548.05 to Kevitt Companies.

Prepared by: Ryan Johnson, Environmental Manager

Attachments:

1. Resolution
2. Certification from City Engineer
3. Project Map

* * * * *

1 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City
2 of Roseville, County of Ramsey, Minnesota, was duly held on the 6th day of November,
3 2023, at 6:00 p.m.

4 The following members were present: _____ and the following members were
5 absent: _____

6 Councilmember introduced the following resolution and moved its adoption:

7 **RESOLUTION No.**

8 **FINAL CONTRACT ACCEPTANCE**
9 **2022 VILLA PARK SEDIMENTATION POND IMPROVEMENTS PROJECT**

10 WHEREAS, pursuant to a written contract signed with the City on July 25, 2022, Kevitt
11 Companies, has satisfactorily completed the improvements associated with the 2022 Villa
12 Park Sedimentation Pond Improvements Project.

13 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Roseville,
14 Minnesota, that the work completed under said contract is hereby accepted and approved;

15 AND BE IT FURTHER RESOLVED that, upon receiving final documents from the
16 contractor, the City Manager is hereby directed to issue a proper order for the final
17 payment of such contract and taking the contractor's receipt in full;

18 AND BE IT FURTHER RESOLVED that the one-year warranty period as specified in
19 the contract shall commence on November 6, 2023.

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

23 WHEAREUPON said resolution was declared duly passed and adopted.

STATE OF MINNESOTA)
) ss
COUNTY OF RAMSEY)

I, the undersigned, being the duly qualified City Manager of the City of Roseville, County of Ramsey, State of Minnesota, do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of said City Council held on the 6th day of November, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 6th day of November, 2023.

Patrick Trudgeon, City Manager

(SEAL)



November 6, 2023

TO THE CITY COUNCIL, CITY OF ROSEVILLE, MINNESOTA

RE: 2022 Villa Park Sedimentation Pond Improvements Project
Contract Acceptance and Final Payment

Dear Council Members:

I have reviewed the work executed as a part of the 2022 Villa Park Sedimentation Pond Improvements Project. I find that this contract has been fully completed in all respects according to the plans, specifications, and the contract. I therefore recommend that final payment be made from the improvement funds to the contractors for the balance on the contract as follows:

Original Contract amount (based on estimated quantities)	\$358,786.62
Actual amount due (based on actual quantities)	\$110,960.98
Previous payments	<u>\$105,412.93</u>
Balance Due	\$ 5,548.05

The construction costs for this project have been funded as follows:

Storm Sewer Utility Fund	\$ 110,960.98
--------------------------	---------------

Please let me know if you have any questions or concerns and would like more information.

Sincerely,

Jennifer Lowry, P.E.
City Engineer/Asst. Public Works Director
651-792-7042
jennifer.lowry@cityofroseville.com



Prepared by: Engineering Department
10/30/2023

Villa Park Sedimentation Pond Improvements Project

Data Sources

- * Ramsey County GIS (6/7/2022)
- * City of Roseville Community Development
- * City of Roseville Finance Department

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 651-782-7075. The preceding disclaimer is provided pursuant to Minnesota Statutes §466.03, Subc. 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.

0 160 320 640 Feet

VillaPark_SedPond



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.h.

Department Approval



City Manager Approval



Item Description:

Authorize 2024 Incusion Services Contract with Reach for Resources

Background

Reach for Resources is an inclusion services provider out of Minnetonka, MN, with more than 35 years of providing inclusion services support for recreational activities. In 2023, the Parks and Recreation Department contracted with Reach for Resources to provide inclusion services support for recreational programming in an effort to improve access for people with disabilities. Specifically, with the agreement, Reach for Resources provided a number of services including:

- Training for City parks and recreation staff on inclusion
- Professional consultation and support on issues related to inclusion, and;
- Best practice guidelines related to providing inclusive services.

Most significantly, Reach for Resources provides trained, on-site staff to support the inclusion needs of program participants during recreational programs.

As a process, when a participant registers for a recreational program, they are asked if there are any special needs that the program participant has that would require additional support. From there, the needs are vetted by City staff, and assuming the need for inclusion services is validated, a participant-program-specific inclusion plan is developed between the participant's parent or guardian and Reach for Resources staff. Inclusion plans typically include the use of a Reach for Resources staff member at the program to support the additional inclusion needs.

The first year of the program (2023) was tremendously successful but did include more inclusion requests than anticipated, and was consequently, more expensive. Specifically, through October 1, 244 hours of inclusion service support staff had been utilized, compared to the planned amount of 160. These 244 hours have been used by 13 unique children. Although this unexpected demand has been somewhat challenging to navigate financially, it is indicative of a previously unknown demand for additional inclusion support within our programs and is very much in line with our commitment to equity. To date, staff have navigated these additional expenses by reducing program expenses in other areas.

Feedback from families who received Reach for Resources services to support their Parks and

Recreation participation has been very positive. Program evaluations (surveys conducted after the program is completed) have shown a very high satisfaction rate with the services provided. Some comments include:

- *"Thank you for being available. It's because of this program that we feel confident our child in a wheelchair will have an inclusive experience at camp."*
- *"Thank you so much for this program! My kiddo wouldn't have been able to attend unless I went, and I've got another kiddo so I don't have time to do that, and we don't have money to pay a private PCA (to say nothing of finding one in the first place), so THANK YOU!!!"*
- *"Reach is a HUGE blessing!! We fully support your mission and how it is impacting people!"*
- *"Thanks for a great summer! This was much smoother than gymnastics last year. Looking forward to more to come!"*

In addition to the important benefits for the person with the inclusion needs, the presence of Reach for Resources staff on site has also improved the experience for all participants in the program, as program staff are better-trained to support inclusion and are supported by Reach for Resources staff when more significant intervention is needed.

The enclosed contract is to continue to the inclusion services agreement for 2024.

Policy Objectives

The provision of effective inclusion services is consistent with the Community Aspirations of "Welcoming, inclusive, and respectful," and being "Physically and mentally healthy and active," and is in alignment with the City's commitment to creating a more equitable community.

Racial Equity Impact Summary

According to the US Census Bureau, 3,998 Roseville residents (11.2%) live with a disability, many of which are barriers to participation in Parks and Recreation programming without additional inclusion support. As more becomes known about the essential benefits of parks and recreation program participation, including physical and emotional health benefits, childhood development benefits, a counterweight to the detrimental impacts of screen-time; failure to provide adequate inclusion services exacerbates the inequities between those who can participate and those who cannot.

Additionally, according to the US Census bureau, adverse outcomes due to experiencing a disability are disproportionately higher among historically underrepresented populations, including people of color and low income, compared to other demographics.

Budget Implications

The proposed 2024 Reach for Resources contract anticipates 268 hours of inclusion services at a cost of \$12,139.93. The proposed 2024 budget included \$7,000 for the Reach for Resources agreement in the Recreation Non-Fee budget. The additional funds will be repurposed from the Outreach line in the Recreation Non-Fee budget, which is intended for use for recreational programs and services that benefit historically underrepresented populations. As staff prepare for the 2025 budget with a better understanding of the demand for these services, they will develop a more accurate "inclusions services" line item and analyze different funding and revenue sources to support this important service.

Staff Recommendations

Authorize the Mayor and City Manager to sign the enclosed Contract for Inclusive Services in 2024 with Reach for Resources (attachment 1).

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Requested Council Action

Authorize the Mayor and City Manager to sign the enclosed Contract for Inclusive Services in 2024 with Reach for Resources (attachment 1).

- Prepared by:** Matthew Johnson, Parks and Recreation Director
- Attachments:** 1. 2024 Contract for Inclusion Service with Reach for Resources



October 10, 2023

City of Roseville: Parks & Recreation Dept
 Attn: Carrie Anderson
 2660 Civic Center Drive
 Roseville, MN 55113

Dear Carrie Anderson:

Enclosed you will find the 2024 contract for The City of Roseville (hereafter referred to as Roseville), as well as a breakdown of pricing methodology for adaptive recreation and/or inclusion support from Reach for Resources, Inc.

We have included the following within the 2024 contract for Roseville:

Package	Amount
Larger cities with a population over 35,000 people, or counties over 500,000 people	\$4,296.93
Inclusion Package 2: up to 268 hours of inclusion support	\$7,843.00
TOTAL:	\$12,139.93

Please review the contract in its entirety and contact me with any questions you may have or changes you would like to make. If all is well, please return a signed copy to Emily at Reach via mail, email, or fax by 9/1/2023.

Best,

Emily Orr
 Director of Adaptive Recreation & Inclusion
 952-393-5880
eorr@reachforresources.org



Adaptive Recreation and/or Inclusion Services Contract Agreement 2024

Reach for Resources, Inc. and the City of Roseville (Minnesota) agree that Reach for Resources Inc. will provide the inclusion services listed below to participants with disabilities who register for programs sponsored by the Roseville Recreation Department. The contract fee is \$6927.05 to be paid annually upon receipt of an invoice. The services will begin on January 1, 2024, and continue until December 31, 2024.

General Benefits of Membership - \$4,296.93

- Roseville staff will have access to Reach's certified, adaptive recreation professionals, licensed social workers, and special education staff by phone for information, referral and consultation about disability related recreational concerns and needs on an unlimited basis.
- Reach will coordinate and facilitate semi-annual meetings including Reach's professional staff and other service recipients to problem solve, exchange ideas, review services provided, delivery methods devised, and results achieved in the prior 6-month period.
- Membership gives Roseville access to the Reach inclusion questionnaire and other forms upon request.
- Membership in the Reach consortium allows for utilization of Reach's recreation team to coordinate and facilitate inclusion opportunities. All Reach staff will be trained and insured under Reach for Resources. Your Reach contract ensures the city is meeting ADA regulations for adaptive and inclusive services in a cost-effective way that allows for high quality services to your patrons with disabilities.

5900 Green Oak Drive, Suite 303, Minnetonka, MN 55343

reachforresources.org • info@reachforresources.org • General Voicemail: 952-200-3030 • Fax: 952-229-4468



Inclusion Package - \$7,843.00

Inclusion services ensure programs are ADA compliant and that individuals of all abilities are welcomed into programming. Inclusion service provided by Reach shall include both the professional and paraprofessional services below:

Reach for Resources Professional Services

- Consultation with staff about general programmatic or specific resident's needs;
- Observation and needs assessment of individuals with disabilities;
- Inclusion plan development and virtual inclusion intake meetings;
- Recruitment and training of inclusion facilitators when needed;
- Individualized coaching for specific recreation generalists who are including individuals with disabilities;
- Ongoing supervision and management of Reach's paraprofessional inclusion staff;
- Detailed reports compiling inclusion hours billed provided semi-annually and upon request;
- Inclusion Progress reports available upon request;
- Ongoing communication between family, Reach professionals and program leaders to ensure coverage and preparedness
- Roseville will receive an example inclusion questionnaire upon request.

Paraprofessional Services

- Implementation of the inclusion plan

Inclusion Policies and Procedures

- To request inclusion support for a program Roseville staff are requested to go to this website: <https://www.reachforresources.org/services/inclusion/> and click on "Schedule an inclusion." Fill out all necessary fields. After this request is submitted, it will go into Emily's queue for follow up. You are able to save a PDF of your request after it is submitted, or you can request one at a later date.
- Reach will communicate with Roseville staff for approval before attending any program to ensure Roseville would like to use their contract hours for the requested program.
- Reach inclusion services are provided only to programs planned, run, and registered for within the contracted entity. Reach cannot provide inclusion services for partnered programs unless the registration is completed through the contracted entity. For further assistance, program partners may contact Reach for contract options.
- Four weeks' notice is preferred for Reach to schedule an inclusion staff as a program support staff for the program requested.

5900 Green Oak Drive, Suite 303, Minnetonka, MN 55343

reachforresources.org • info@reachforresources.org • General Voicemail: 952-200-3030 • Fax: 952-229-4468



- With less than four weeks' notice Reach will still try to fill the request and will work with Roseville to make sure the participant has a successful inclusion, but additional staff cannot be guaranteed.
- Inclusion substitutes may be sent in the event the scheduled staff person has a schedule conflict.
 - Reach has 20+ inclusion facilitators, as well as the Assistant Director and Director of Recreation and will do their best to full fill the inclusion needs for a scheduled program. If no substitute can be scheduled, Reach may need to contact the program leads or the caregiver to ask if they are available to support the inclusion participant that day. Tips and feedback can be provided to help this be successful.
- In the event of an unforeseeable circumstance that would prohibit an inclusion staff from making it to a scheduled program with little or no notice then the Roseville staff would work with the caregiver or have a staff that has attended Reach's Inclusion/Disability training assist the instructors for the class or program to help provide the inclusion support needed.
- Every effort will be made to fill inclusion requests. We will attempt to fill them in the order they are received but sometimes this is not always possible. If Reach is unable to fill a shift due to a workforce shortage, special skills needed, or other issue, Reach will not bill for any hours. Reach will take the following steps to fill all shifts:
 - 1.) Post the opening and message all current inclusion staff
 - 2.) Follow up 1:1 with specific recreation staff who may be interested/available
 - 3.) Offer the shift to other professionals who work at Reach and if a fit is found, provide training
 - 4.) Post job openings specific to this needed position
- In the event of a cancellation with at least two weeks' notice Reach will not bill for any services.
- In the event of an absent child at a scheduled inclusion without any notice (no call no show):
 - Reach staff may stay and assist the other children in the program and bill for their time.
 - Reach staff may wait for the participant for 30 minutes after the program scheduled start time before departing. Roseville will be billed for the time that staff was present.
- In the event of a cancellation with less than two weeks' notice:
 - Reach Staff may stay and assist the other children in the program and bill for their time.
 - Reach staff may choose not to attend or be pulled to an area of greater need. Reach will not bill for any services.
 - In the event of a weather cancellation, Reach will bill for the scheduled number of hours, including a 2-hour minimum of it applies.
- Reach recreation staff are paid a minimum of two hours for each shift, thus Reach will bill a minimum of two hours for each scheduled inclusion unless otherwise noted above.



- When inclusions are held in locations that are more than 18 miles from 5900 Green Oak Dr., Minnetonka MN 55343 (driving), Roseville will be billed at the federal rate for each mile over 18 miles both to and from the program. In 2023 the federal mileage rate is \$0.655 per mile.
- Reach staff working programs should be treated as an extension of the recreation staff team. The expectation is that Roseville staff will introduce them to the group, communicate directly with them about concerns, and keep them in the loop about plans and schedule changes. This can be done via email or in person. Roseville staff should still communicate and interact with the person who is receiving services, just as they would any other child.
- If there is an incident that occurs at a program where inclusion staff are scheduled, please send a copy of the report to inclusion@reachforresources.org ASAP (within 24 hours of the event). This applies even if inclusion staff are not present that day, but they will be back to provide support to the program at a future date. If there are any safety concerns, please call Emily and leave a message if she is not available.
- Inclusion staff should receive copies of emergency preparedness plans if these exist for any scheduled programs prior to starting the inclusion.
- As long as it is safe to do so, inclusion support will be offered as an in-person service. In the event where it is unsafe to meet in person at a given program, support may be terminated at the discretion of the Director of Recreation. Unsafe scenarios may include but are not limited to natural disasters, threats of violence or previously experienced violence, public health crises, and political unrest.
- An annual inclusion satisfaction survey will be offered to all participants. The results of this survey will be evaluated, and changes will be made if applicable. Survey results will be shared with the consortium.



Contract Summary

The package of service selected by Roseville includes:

- General benefit services
- Inclusion Services: Inclusion Package 2: up to 268 hours of inclusion support
 - Roseville will buy the above package but understands that if more hours than anticipated are needed, additional inclusion service hours may be purchased at a rate of \$35.32 per hour.

The contractor agrees to maintain general and professional liability insurance in the amount of \$2,000,000 at all times during the term of this agreement. Proof of insurance will be provided upon request.

The parties agree that the relationship created by this Agreement is that of independent contractor, and not of employer and employee, a joint venture or a partnership. Reach shall be solely and entirely responsible for its acts and for the acts of its employees, agents, and subcontractors in connection with the performance of services hereunder. Reach shall be responsible for the compensation and benefits of its employees and for payment of all federal, state and local taxes payable with respect to any amounts paid under this Agreement. Neither Reach nor its employees shall acquire rights to wages, workers' compensation benefits, unemployment compensation benefits or other rights or benefits offered to employees of Roseville.

Reach agrees to comply with the Minnesota Government Data Practices Act and all other applicable state and federal laws relating to data privacy or confidentiality. Reach will immediately report to Roseville any requests from third parties for information relating to this Agreement. Reach agrees to hold Roseville, its officers, and employees harmless from any claims resulting from Reach's unlawful disclosure or use of data protected under state and federal laws.

The parties agree, to the fullest extent permitted by law, to indemnify and hold the other party harmless from any claims, damage, liability or cost (including reasonable attorneys' fees and costs of defense) to the extent caused by the indemnifying party's negligent acts, errors or omissions in the performance of professional services under this Agreement.

5900 Green Oak Drive, Suite 303, Minnetonka, MN 55343

reachforresources.org • info@reachforresources.org • General Voicemail: 952-200-3030 • Fax: 952-229-4468



By signing this page Roseville agrees to pay the contract total of \$12,139.93 and agrees to all aforementioned policies and procedures.

Package	Amount
Larger cities with a population over 35,000 people, or counties over 500,000 people	\$4,296.93
Inclusion Package: Inclusion Package 2: up to 268 hours of inclusion support	\$7,843.00
<i>As Needed: Additional hours of Inclusion Support</i>	<i>\$35.32 / hour</i>
Total	\$12,139.93

By _____

By _____

Title _____

Title: Director of Adaptive Recreation & Inclusion

City of Roseville: Parks & Recreation Dept
Attn: Carrie Anderson
2660 Civic Center Drive
Roseville, MN 55113

Emily Orr
Reach for Resources, INC.
5900 Green Oak Drive, Suite 303
Minnetonka, MN 55343

Date _____

Date _____

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.i.

Department Approval



City Manager Approval



Item Description:

Authorize Cooperative Services Agreement with the United States Department of Agriculture for Wildlife Management Services

Background

Each year, the City contracts with the United States Department of Agriculture (USDA) to conduct a regular and ongoing Deer Monitoring and Reduction Program in predetermined public spaces within the City. The goal of the program is to maintain a healthy and reasonably sized deer herd, reduce vehicular collisions with deer, and decrease property damage caused by deer.

The USDA utilizes trained marksmen in predetermined, safe, and secured areas of public property to remove deer. Removals occur on a limited number of evenings between December 1 and March 31 of each year. Residents near removal locations are notified by US mail and signage is posted near removal locations. This methodology is consistent with the Minnesota Department of Natural Resources (DNR) best practices for herd management in an urban setting with comparatively small parcels of public land.

The program is reviewed annually by staff, including a review of data, site observations, consultation with the Minnesota DNR, and consultation with the USDA. Staff continue to review nonlethal reduction methods (such as sterilization) but there are currently none that are allowed or effective in Minnesota.

Per Council direction, the Parks and Recreation Commission annually reviews and provides a recommendation about this ongoing, regular management program to staff (Attachment 2). Based upon the PRC recommendation and overall review process, staff has requested 49 removal tags from the Minnesota DNR for the 2023/24 removal effort. This is the same number of tags that the City has acquired each of the previous two years. However, actual removal numbers will likely be fewer than 49 deer as removal attempts will be determined based upon on-site observation, contractor availability, and budget.

Policy Objectives

To effectively manage the City's natural resources, including wildlife, in a manner that addresses resident concerns, is safe, and fiscally responsible.

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32 **Racial Equity Impact Summary**

33 There does not appear to be a specific equity impact related to the Deer Management Program.
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36 **Budget Implications**

37 The enclosed agreement is for the direct cost for deer removal, not to exceed the City's budgeted
38 amount of \$25,000 (in the Park Maintenance Budget). Typically the actual expenditure is below the
39 agreement amount due to site conditions, staff availability, and other factors that reduce the actual
40 number of days when removals are possible.
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43 **Staff Recommendations**

44 Authorize the Mayor and City Manager to enter into a Cooperative Services Agreement with the United
45 States Department of Agriculture for Wildlife Management Services as outlined above.
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48 **Requested Council Action**

49 Authorize the Mayor and City Manager to enter into a Cooperative Services Agreement with the United
50 States Department of Agriculture for Wildlife Management Services as outlined above.
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Prepared by: Matthew Johnson, Parks and Recreation Director

Attachments: 1. Cooperative Services Agreement With USDA for Wildlife Management
2. August 3, 2023 Parks and Recreation Commission Meeting Minutes
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COOPERATIVE SERVICE AGREEMENT
between
THE CITY OF ROSEVILLE, MN
and
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)
WILDLIFE SERVICES (WS)

ARTICLE 1 – PURPOSE

The purpose of this Cooperative Service Agreement is to cooperate in a wildlife damage management project as described in the attached Work Plan.

ARTICLE 2 – AUTHORITY

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

ARTICLE 3 - MUTUAL RESPONSIBILITIES

APHIS-WS and City of Roseville mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. There will be no equipment with a procurement price of \$5,000 or more per unit purchased directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.
4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

5. To meet as determined necessary by either party to discuss mutual program interests, accomplishments, needs, technology, and procedures to maintain or amend the Work Plan. Personnel authorized to attend meetings under this Agreement shall be the Roseville Parks and Recreation Director, City Manager or their designee(s), the Ramsey County Sheriff's Department and/or Roseville Police Chief or their designee(s) and the WS State Director or his/her designee, and/or those additional persons authorized and approved by the City of Roseville, and the WS State Director.

ARTICLE 4 - COOPERATOR RESPONSIBILITIES

City of Roseville agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement;

City of Roseville: Mathew Johnson, Parks and Recreation Director
City of Roseville, MN
2660 Civic Center Drive
Roseville, MN 55113
Phone: 651-792-7102

2. To authorize APHIS-WS to conduct direct control activities as defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by the City of Roseville. The City of Roseville will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The City of Roseville agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.
4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
7. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel.

8. To obtain the appropriate permits for removal activities for species listed in the Work Plan and list USDA, APHIS, Wildlife Services as subpermitees.
9. The Cooperator will not be connected to the USDA APHIS computer network(s).
10. To coordinate with Wildlife Services for the removal and/or disposal of wildlife species removed.

ARTICLE 5 – APHIS-WS RESPONSIBILITIES

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement.

Gary Nohrenberg, State Director
644 Bayfield St., Ste. 215
St. Paul, MN 55107
Phone: 651-224-6027
gary.nohrenberg@usda.gov

2. To conduct activities at sites designated by the City of Roseville as described in the Work and Financial Plans. APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan and Financial Plan of this agreement.
3. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
4. To invoice the City of Roseville quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

ARTICLE 6 – CONTINGENCY STATEMENT

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

ARTICLE 8 – CONGRESSIONAL RESTRICTIONS

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

ARTICLE 9 – LAWS AND REGULATIONS

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

ARTICLE 10 – LIABILITY

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

ARTICLE 11 – NON-DISCRIMINATION CLAUSE

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS

This agreement shall become effective on November 1st, 2023 and shall continue through September 30th, 2024. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 60 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.

In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a Taxpayer Identification Number for individuals or businesses conducting business with the agency.

Roseville’s Tax ID No.: 41-6007849
APHIS-WS’s Tax ID: 41-0696271

CITY OF ROSEVILLE, MN:

_____ Dan Roe, Mayor City of Roseville 2660 Civic Center Drive Roseville, MN 55113	_____ Date
--	---------------

_____ Patrick Trudgeon, City Manager City of Roseville 2660 Civic Center Drive Roseville, MN 55113	_____ Date
--	---------------

**UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
WILDLIFE SERVICES**

_____ Gary Nohrenberg, State Director USDA, APHIS, WS 644 Bayfield St., Ste. 215 St. Paul, MN 55107	_____ Date
---	---------------

_____ Keith Wehner Director, Eastern Region USDA, APHIS, WS 920 Main Campus Drive Suite 200 Raleigh, NC 27606	_____ Date
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WORK PLAN

Introduction

In accordance with the Cooperative Service Agreement between The City of Roseville and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

The APHIS WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

Program Objective

To assist the City of Roseville, MN in managing nuisance and damaging wildlife species within the City of Roseville’s jurisdiction.

Plan of Action

WS personnel will remove deer from City-designated control areas using suppressed firearms equipped with night vision or thermal imaging scopes. Spotlights may also be used while conducting control activities. Safe shooting zones and safe back-drops will be established for all control areas. WS will prioritize public safety during all control operations and utilize up to 3 WS personnel when conducting deer control work. Most deer control activities will be conducted at dusk/night. All control activities will be coordinated with Jim Taylor, Parks Superintendent or their designee(s). WS personnel will advise local law enforcement and the appropriate local Minnesota Department of Natural Resources Conservation officer when firearm related wildlife control work is being conducted.

Under this agreement, WS will provide up to 20 scouting/bait site maintenance visits and up to 10 visits to conduct white-tailed deer control activities. The number of site visits provided may be altered to ensure that funding expenditures do not exceed the amount established in the Financial Plan of this document.

As part of this agreement, WS will also remove or assist in the removal of other nuisance or damaging wildlife species as requested by the City of Roseville and mutually agreed upon. WS will use generally accepted wildlife damage management tools, equipment and techniques to conduct all removal activities under this agreement.

FINANCIAL PLAN

Cost Element		Full Cost
Personnel Compensation		16,686.80
Travel		0
Vehicle use and maintenance		1,038.40
Other Services		
Supplies, Materials and Equipment		1,936.62
Subtotal (Direct Charges)		19,661.82
Pooled Job Costs [for non-Over-the Counter projects]	11.00%	2,162.80
Indirect Costs	16.15%	3,175.38
Agreement Total		25,000.00
The distribution of the budget from this Financial Plan may vary as necessary to accomplish the purpose of this agreement, but may not exceed:		25,000.00

Financial Point of Contact/Billing Address:

APHIS-WS:
 Connie Timm
 34912 U.S. Hwy. 2
 Grand Rapids, MN 55744
 218-327-3350
Constance.l.timm@usda.gov

City of Roseville, MN
 Mathew Johnson
 2660 Civic Center Drive.
 Roseville, MN 55113
 651-792-7102

ROSEVILLE PARKS AND RECREATION COMMISSION
MEETING MINUTES FOR
August 3, 2023 6:30 p.m.

PRESENT: Arneson, Baggenstoss, Brown, Dahlstrom, Matts-Benson, Raygor, Ybarra
ABSENT: Beckman, Boulton
STAFF: Taylor, Johnson

1) INTRODUCTIONS

2) ROLL CALL/PUBLIC COMMENT

Roll Call Commissioners: Arneson, Baggenstoss, Brown, Dahlstrom, Matts-Benson, Raygor, Ybarra

No public comment.

3) APPROVAL OF MINUTES – JUNE 6, 2023 MEETING

Commissioner Brown moved to approve the minutes. Commissioner Arneson seconded.

Roll Call

Ayes: Arneson, Baggenstoss, Brown, Dahlstrom, Matts-Benson, Raygor

Nays: None.

Abstain: Ybarra

4) BUSINESS ITEMS

a) **REVIEW 2022-2023 DEER MANAGEMENT PROGRAM AND DISCUSS POTENTIAL 2023-24 APPROACH**

Steff provided background on, and overview of the Roseville Deer Management Program.

Roseville has suitable habitat for 15 to 19 deer according to the Department of Natural Resources (DNR) calculation.

Overpopulation leads to an unhealthy herd, starving deer, increased vehicular collisions, property damage and other adverse outcomes.

The City conducts an ongoing, annual deer reduction in which US Department of Agriculture (USDA) wildlife management staff utilize rifles to remove (kill) a predetermined number of deer from predetermined sites.

Staff provided an overview of the deer population data that is periodically collected by Ramsey County. The last reliable count was in 2021, when a minimum population of 41 deer in Roseville was recorded. Ramsey County attempted a flyover survey in 2023 but due to poor conditions, the data was unreliable.

In the 2022-23 management season, 23 deer were removed. The City received tags to remove up to 49. This lower than expected number was consistent with results throughout the Twin Cities Metropolitan Area.

Commissioner Raygor stated that she observed many people feeding deer in her neighborhood.

Staff continued a presentation regarding the forthcoming deer removal season. Given the lack of accurate flyover data, staff are forced to rely on other data sources to estimate the current deer population. Anecdotal sources used include reported deer sightings, USDA observations, collision data, trail cameras and condition of deer harvested.

- Reported deer sightings are consistent with one year ago
- Collision data this year is on a similar pace to last year
- Majority of feedback received is pro reduction effort

Staff discussed the DNR formula for estimating population growth.

Staff proposed a possible approach in which they would request 35 tags, which is equal to the average number of deer that have been removed each of the last three seasons. They would enter the season with the intention of removing 20 to 30 deer, but with the ability to adjust and remove up to 35 deer if conditions on the ground warrant such removals.

Commissioner Raygor stated that she feels that the deer population is too large.

Commissioner Baggenstoss stated that limiting the number of tags to 35 would be a mistake, as he felt that in the early years of the program, staff were limited by the number of tags and were not able to effectively manage the program. He recommended requesting 49 or 50 tags, and managing actual removals based on “real time” site data.

Commissioner Ybarra agreed that 35 was too low of a number.

Chair Dahlstrom asked if staff have the ability to adjust and request more tags during the season. Staff stated that once tags have been requested, additional tags are likely not an option, so the number of tags that are requested would be the maximum number of deer removed.

Commissioner Matts-Benson asked what the budget implications of requesting additional tags is. Staff stated that the budget would not be affected by additional tags. The cost is largely determined by USDA staff hours and actual removals, not the number of tags requested. Staff stated that \$25,000 is budgeted for the 2023-24 removal programming, and staff would plan not to exceed that number. Thus, the actual number of removals could be much lower.

Commissioner Raygor asked what is done with the deer after they are killed. Staff stated that the meat is donated to needy individuals or organizations that help people in need.

The commission and staff discussed whether more should be done to educate the community about the deer removal. Staff stated this is a sensitive issue for many, and too much education can seem cruel, so they aim to be transparent while not overly aggressive with communication. Currently they send a mailing to neighborhoods near the park where removals are undertaken, and signage is placed in those areas.

Commissioner Ybarra motioned to recommend that staff request 49 removal tags and staff should utilize real-time data and budget to manage the actual removal number.
Commissioner Raygor second.

Roll Call

Ayes: Arneson, Baggenstoss, Brown, Dahlstrom, Matts-Benson, Raygor, Ybarra

Nays: None.

b) COMMISSION DISCUSSION REGARDING COUNCIL REVIEW OF COMMISSION ROLES AND RESPONSIBILITIES

Chair Dahlstrom reminded the Commission of the conversation that Council Member Etten had with them at the June meeting regarding a review of the Commissions role and responsibility.

The Commission discussed some clauses in City Coed that may warrant review.

Commission Arneson highlighted City Code 204.02 C, D, H and K for addition review and discussion.

Commissioner Matts-Benson mentioned she would like to discuss 204.02 C as well, which discusses collaboration between the City and School District. The Commission discussed further.

Commissioner Matts-Benson stated that it is important that the Commission remains abreast of the Campus Master Plan, and that updates to the code should ensure that they are included in those type of issues.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.j.

Department Approval

City Manager Approval



Item Description:

Approve Construction Cooperation Agreement for Street Construction on Roselawn Avenue

Background

Roseville's annual pavement management project provides maintenance of the city's street system as identified in the Capital Improvement Plan (CIP). The aim of the program is to maintain the street infrastructure, providing timely maintenance to reduce long-term costs, and improve the quality of city infrastructure.

Roseville has identified Roselawn Avenue between Snelling Avenue (TH51) and Hamline Avenue for a mill and overlay as part of Roseville's 2024 Pavement Management Project. Roselawn Avenue is bordered on the north by Roseville and on the south by Falcon Heights. Falcon Heights has also identified this segment of Roselawn Avenue for improvement in 2024, with the intent to work with Roseville on this project. The project is proposed to include milling the top layer of asphalt, paving a new asphalt layer, spot curb and gutter repair and minor utility work.

To document the responsibilities and costs associated with the project between Roseville and Falcon Heights, a Construction Cooperation Agreement for Street Construction on Roselawn Avenue has been drafted and is included as Attachment 1. Both City Attorneys have reviewed the document. The major terms of the agreement are as follows:

- Nothing within this agreement will alter the ownership and maintenance after the project is complete.
- Roseville will be the engineer and contracting agency for the project.
 - City of Roseville has in-house staff to complete this work and currently provides municipal engineering services to Falcon Heights.

- Falcon Heights intends to assess the project to their residents adjacent to Roselawn Avenue. Roseville will provide technical assistance for the MN 429 Statute assessment process.
- Roseville will prepare the project documents. Falcon Heights will need to approve the project documents prior to bid.
- If the bid is 120 percent over the estimate, Falcon Heights can notify Roseville to reject the bids.
- Cost participation
 - Falcon Heights
 - 50% cost of roadway improvements
 - 100% cost of stormwater improvements south of Roselawn Avenue centerline
 - A pro-rata share of mobilization, traffic control, and similar items
 - \$8,500, for 50% of engineering costs and 100% of the costs incurred in the assessment process
 - Roseville
 - 50% of roadway improvement costs
 - 100% of stormwater improvement costs north of Roselawn Avenue centerline
 - A pro-rata share of mobilization, traffic control, and similar items
 - 50% of engineering costs

Roseville staff believes the cost breakdown fairly reflects the benefits the cities both receive from the improvements.

The project is scheduled to be bid in the winter of 2024 for construction in the spring/summer of 2024.

Policy Objectives

It has been the City's policy to manage and maintain street infrastructure in good condition which achieves the lowest overall cost to the City over time. This agreement is consistent with those goals.

Racial Equity Impact Summary

There should be no equity impacts associated with this agreement.

Budget Implications

The Roseville construction portion of the project would be approximately \$60,000. Roseville costs would be paid out of the Municipal State Aid fund (gas tax), street fund and utility funds.

Staff Recommendations

Staff recommends approving the Construction Cooperation Agreement for Street Construction on Roselawn Avenue with the City of Falcon Heights.

Requested Council Action

Consider a motion to approve the Construction Cooperation Agreement for Street Construction on Roselawn Avenue with the City of Falcon Heights.

Prepared by: Stephanie Smith, Assistant City Engineer

Attachments: 1. Cooperative Construction Agreement

**CONSTRUCTION COOPERATION AGREEMENT FOR
STREET CONSTRUCTION ON
ROSELAWN AVENUE**

THIS AGREEMENT is made and entered into on _____, 2023, by and between the CITY OF ROSEVILLE, Minnesota (“Roseville”) a municipal corporation under the laws of the State of Minnesota, and the CITY OF FALCON HEIGHTS, Minnesota, a municipal corporation under the laws of the State of Minnesota (“Falcon Heights”).

BACKGROUND RECITALS

1. Both Roseville and Falcon Heights have identified, in their respective Capital Improvement Plans, mill and overlay rehabilitation and related work to improve Roselawn Avenue between Snelling Avenue and Hamline Avenue (the “Project”) as shown on the Scope of Work attached hereto as **Exhibit A**.
2. Both Roseville and Falcon Heights desire that the Project be designed and constructed by Roseville, with certain input and financial contributions from Falcon Heights, as described herein.
3. The Cities of Roseville and Falcon Heights shall cooperate in the development and construction of the Project. The cooperative development is pursuant to Minn. Stat. §471.59 et. Seq. and other applicable statutes and express and implied powers of the parties. The power and responsibilities with respect to such joint endeavor shall be exercised by the Cities, through their City Councils and authorized designees.

NOW, THEREFORE, for mutual consideration, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

AGREEMENT

I. Purpose of Agreement

1. This Agreement describes the responsibilities of each of the Parties for design, construction, and financing of the Project.
2. Roseville will provide qualified engineering staff to perform street and utility design and related technical services for the Project. At its discretion, Roseville may enter into a contract with a qualified third party to complete any of these services. These services include:
 - a. Preliminary Design; Feasibility Report;
 - b. Final design;
 - c. Acquire required permits and approvals;
 - d. Prepare plans and specifications;
 - e. Manage contracts made for completion of the Project;
 - f. Small utility coordination;
 - g. Supervise construction, including inspection of the work;
 - h. Conduct construction surveying;

- i. Prepare as- built drawings;
3. Falcon Heights appoints Roseville as its agent to obtain bids, enter into a contract for the design and construction of the work, and supervise the work performed on the Project for compliance with the Project construction documents and this Agreement.
4. The scope and location of the Project is reflected in **Exhibit A**.
5. Special Assessments. Each party to this agreement has the authority to specially assess the cost of the Project to the benefitting properties in their own city. Roseville understands that Falcon Heights intends to pay for the Project by assessment and will hold and conduct all hearings and meetings pursuant to and in accordance with Minnesota Statutes, Chapter 429 and determine the assessment amount, equal to or less than the value added by said improvements to the benefitting properties. Roseville will provide all necessary assistance to Falcon Heights in the conduct of the hearings required under Minn. Stat. 429 and will prepare for Falcon Heights the assessment rolls to be certified by the Falcon Heights City Council and notices of the public hearing on the improvement and assessments pursuant to the requirements of Minnesota Statutes, Chapter 429.

II. Construction Documents

1. Roseville will prepare the necessary detailed construction documents for the Project (“Project Construction Documents”). The Project Construction Documents will contain plans and specifications, a schedule for construction of the Project suitable for use by proposed contractors in the preparation of their bids, and a cost estimate. The cost estimate will include all anticipated costs of the Project and a contingency budget. The Project Construction Documents will be prepared using the most current industry standards and practices.
2. Final construction plans, engineering drawings, specifications and cost estimates, including the cost for each City, will be submitted to Falcon Heights for approval prior to bidding. The Falcon Heights City Engineer or their representative must approve all Project Construction Documents before the Project Construction Documents are released for bid.

III. Ownership of Improvements

1. At the conclusion of the Project, ownership of Roselawn Avenue will remain unchanged. Nothing within this agreement will alter the ownership and maintenance after the Project is complete.

IV. Procedure for Acceptance of Bids

1. Roseville will advertise for bids for the work and construction of the Project, receive and open bids and may, subject to Falcon Heights’ acceptance of the bid submitted, enter into a construction contract with the successful bidder in accordance with applicable law. After opening the bids, Roseville will give Falcon Heights a written tabulation of the bids with Roseville’s recommendation for selection of the lowest responsible bidder.

2. Acceptance or Rejection of Project Bid Amount.

a. If the bid is less than 120% of the construction cost estimate in the final Project Construction Documents (excluding the contingency and contract administration costs), Roseville will accept the bid for the Project.

b. If the bid is 120 percent or more of the construction cost estimate in the final Project Construction Documents (excluding contract administration costs), either party may elect to reject the bid and the Project will be redesigned or cancelled. Unless Falcon Heights gives Roseville notice stating that Falcon Heights does not agree to be bound by the bid prices for the Project within 14 days Roseville may award the bid. If Falcon Heights does not notify Roseville within 14 days, the bids for the Project will be deemed accepted by Falcon Heights.

V. Construction and Contract Administration

1. Roseville will enter into the construction contract and will perform and direct all construction supervision, contract administration and inspections required to complete the Project.

2. Roseville will include in the construction contract for the Project, the Project Construction Documents, and require that the contractor construct the Project according to these Documents. At least 14 days before the contractor begins work on the Project, Roseville will give written notice to Falcon Heights that the contractor will begin construction by sending notice to:

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

City of Falcon Heights: City Administrator
2077 Larpenteur Avenue
Falcon Heights, MN 55113

3. Roseville will notify Falcon Heights of any change order which increases the cost of any individual construction contract for the Project by more than 20% of the original amount thereof or which materially changes the scope of the Project. Roseville shall obtain the written authorization of Falcon Heights prior to approving such a change order. However, prior written authorization is not necessary if the change order is required to address an imminent risk to health/safety making prior authorization impractical. In such cases, the change order shall be sent to Falcon Heights as soon as reasonably possible. Falcon Heights must not unreasonably withhold its consent to change orders resulting from unforeseen circumstances arising during construction.

4. All invoices of requests for payment will be paid by Roseville. Within 10 days of the end of each calendar month, Roseville shall provide an invoice to Falcon Heights showing the invoices received and the full costs of services provided by Roseville staff, and the amount Falcon Heights owes to Roseville for the Project and for items outside of the Project. Within 30 days of the receipt of that statement, Falcon Heights shall pay that amount to Roseville. If Falcon Heights disputes any amount, they shall provide in writing a list and explanation of any amounts it disputes and pay

the undisputed amount. Any disputes regarding payment shall be resolved through the dispute resolution process in Article X.

5. Roseville shall abide by Minnesota Department of Transportation standard specifications, rules and contract administration procedures, unless amended by contract specification approved by both Cities.

5. Final Acceptance. Final completion of the Project must be approved by both Roseville and Falcon Heights.

V. Payment of Project Costs

1. Roseville will pay the following costs:

- a. Half the cost of the road improvements.
- b. The cost of any stormwater improvements north of the centerline of Roselawn.
- c. 50% of the Engineering costs for the Project, not to include the 429 Process for Falcon Heights' assessments.
- d. A pro-rata share of mobilization, traffic control and similar items if constructed as part of a larger project.

2. Falcon Heights will pay the following costs:

- a. Half the cost of the road improvements.
- b. The cost of any stormwater improvements south of the centerline of Roselawn.
- c. \$8,500 for 50% of the Engineering costs for the Project and all of the 429 Process for Falcon Heights' assessments.
- d. A pro-rata share of mobilization, traffic control, and similar items, if constructed as part of a larger project.

3. Each Party's pro-rata share shall be determined at the time of approval of the construction costs and will be equal to each party's share of the total construction costs (not including administrative costs).

VIII. Modifications to Construction Documents

1. Roseville may make minor changes in the Project Construction Documents if the changes are necessary to complete construction.

2. Roseville will give notice of all proposed material changes to the Project Construction Documents to Falcon Heights. Falcon Heights will review the documents and communicate in writing its acceptance or rejection to Roseville within seven days. Roseville will not materially amend the Project Construction Documents until it receives Falcon Heights's written acceptance or Falcon Heights fails to accept or reject within seven days.

VIII. Warranties/Maintenance

1. Except as otherwise provided herein, the Project bonds and warranties will be issued in the name of Roseville. Once construction of the Project is complete and Falcon Heights accepts their portion of the Project, the Falcon Heights Portion of the Project will be under the full control of Falcon Heights and that portion of the bonds, warranties and guarantees provided by the sureties, construction contractors and subcontractors for that portion of the Project are the property of Falcon Heights. If a surety prohibits assignment then Roseville will require the contractor to ensure that the affected bond or warranty is applied both to the City of Roseville and City of Falcon Heights.

IX. Liability

1. Employees of Parties. Any and all persons engaged in the work to be performed by Roseville shall not be considered employees of Falcon Heights, for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employees while so engaged. Any and all persons engaged in the work to be performed by Falcon Heights shall not be considered employees of Roseville for any purpose, including Worker's Compensation, and any and all claims that may or might arise out of said employment context on behalf of said employee while so engaged.

2. To the extent authorized by law each party is responsible only for its own acts and the results of its acts. Each Party's liability is governed by the provisions of Minnesota Statutes, Chapter 466. In the event of any claims or actions filed against either party, nothing in this Agreement shall be construed to allow a claimant to obtain separate judgments or separate liability caps from the individual parties. Roseville shall include Falcon Heights as additional insured in the contract documents.

3. Roseville and Falcon Heights each warrant that they have an insurance or self-insurance program with minimum coverage consistent with the liability limits in Minnesota Statutes, Chapter 466. Nothing in this Agreement is a waiver or limitation of any immunity or limitation of liability by Roseville or Falcon Heights.

X. Dispute Resolution

1. If a dispute arises between the Parties regarding this agreement or the construction of the Project, the City Manager and City Administrator of each city, or their designees, must promptly meet and attempt in good faith to negotiate a resolution of the dispute.

2. If the Parties have not negotiated a resolution of the dispute within 30 days after the initial meeting of the City Manager and the City Administrator, the Parties may agree to participate in mediation. A mediator will be chosen by agreement of the parties. In the event of such mediation, the Parties will share the cost of mediation equally.

3. If either Party does not agree to mediate, or if the Parties are unable to resolve the dispute within 30 days after the first meeting with the selected mediator, either party may pursue legal action regarding the dispute.

XI. General Provisions

1. All records kept by Roseville and Falcon Heights with respect to the Project are subject to examination by representatives of each party. All data collected, created, received, maintained or disseminated for any purpose by Roseville or Falcon Heights under this Agreement are governed by Minnesota Statutes, Chapter 13 (“Act”), and the Minnesota Rules implementing the Act.
2. Roseville agrees to comply with all laws applicable to Roseville relating to nondiscrimination, affirmative action, public purchases, contracting, employment, workers’ compensation, and surety deposits required for construction contracts. Minnesota Statutes, Section 181.59 and any applicable local ordinance relating to civil rights and discrimination and the Affirmative Action Policy statement of Roseville is considered a part of this Agreement.
3. The employees of the parties, and all other persons engaged by each party will not be considered employees of the other party. Each party is solely responsible for all claims arising from its employees including claims under the Worker’s Compensation Act, the Minnesota Economic Security Law and all third party claim resulting from an act or omission of an employee.
4. If hazardous wastes, pollutants or contaminants as those terms are defined in law exist on the Project site, Roseville will lead any response or remedial action, monitoring or reporting under the law. Cost for response and remediation will be the responsibility of the City where the issue is located. Roseville will apply for and, if appropriate, have Falcon Heights named as an additional beneficiary in any no association letters, no action/no further action letters and other environmental regulatory assurances for the site. Roseville will give Falcon Heights copies of any Phase I and Phase II environmental investigations, approved Response Action Plans, and environmental assurance letters naming the Roseville as a beneficiary. Nothing in this paragraph requires that Roseville accept responsibility for any environmental conditions that are not Roseville’s legal responsibility. This paragraph survives the termination of this Agreement.
5. This Agreement is the entire agreement between the parties and supersedes all oral agreements and negotiations between the parties relating to this Agreement. All exhibits and attachments to this Agreement are incorporated into the Agreement. If there is a conflict between the terms of this Agreement and any of the exhibits the Agreement governs.
6. The provisions of this Agreement are severable. If a court finds any part of this Agreement void, invalid, or unenforceable, it will not affect the validity and enforceability of the remainder of this Agreement. A waiver by a party of any part of this Agreement is not a waiver of any other part of the Agreement or of a future breach of the Agreement.
7. Any modifications to this Agreement must be in writing as a formal amendment.
8. This Agreement is binding upon and for the benefit of the parties and their successors and assigns. This Agreement is not intended to benefit any third-party.
9. Except as otherwise provided for in this Agreement, the Agreement may be terminated by the mutual agreement of the parties.

10. If a force majeure event occurs, neither party is responsible for a failure to perform or a delay in performance due to the force majeure event. A force majeure event is an event beyond a party's reasonable control, such as unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

11. Under Minnesota Statutes, Section 16C.05, subdivision 5, the Parties agree that the books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by either Party and the state auditor or legislative auditor, as appropriate, for at least six years from the end of this Agreement.

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

CITY OF ROSEVILLE,
A municipal corporation of the
State of Minnesota

Date: _____

By: _____
Patrick Trudgeon, City Manager

Date: _____

By: _____
Daniel Roe, Mayor

CITY OF FALCON HEIGHTS
A municipal corporation of the
State of Minnesota

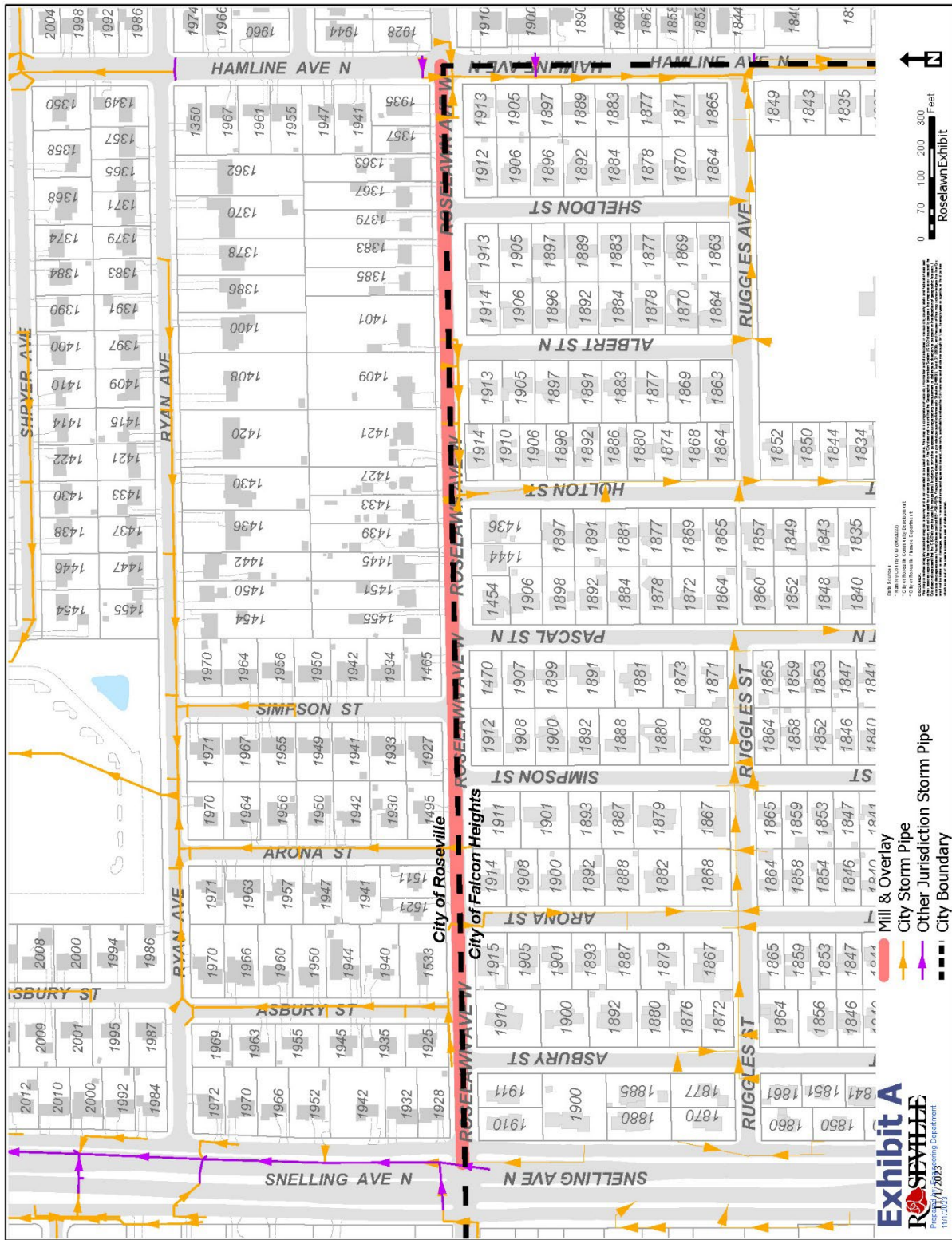
Date: _____

By: _____
Randall C. Gustafson, Mayor

Date: _____

By: _____
Jack Linehan, City Administrator

Exhibit A Scope of Work



ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.k.

Department Approval

City Manager Approval



Item Description:

Resolution Requesting SCORE funding from Ramsey County

Background

State law requires counties to manage the waste produced by citizens and businesses by waste reduction, reuse, and recycling in preference to landfilling. In 1989, the Legislature adopted legislation, based on recommendations made by the Governor's Select Committee on Recycling and the Environment (SCORE), to further waste reduction, reuse, and recycling. Among other things, SCORE statutes authorize state grants for recycling, managing problem materials, educating the public, and other related activities.

Ramsey County passes through a portion of its SCORE funding to cities. The County requires the funding be used for waste reduction, reuse and recycling programs. The County further requires the cities to have a permanent source of funding for their waste reduction, reuse and recycling programs. Roseville responded by approving the establishment of a recycling fee that has been included as a part of the quarterly utility bill.

Ramsey County has announced that cities may request SCORE funding for 2024. Amounts are based on the funds received from the State and based on the city's population. In 2023, Roseville received \$88,826.00.

In 2023, SCORE grant funds were used to supplement the curbside recycling program and to fund Zero Waste operations at City events. The 2024 funds are proposed to be used again for Zero Waste events and for the general curbside recycling program.

Policy Objectives

26 It is a City policy to make reductions in solid waste through recycling, composting, and
27 other means available to protect the environment and human health.
28

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30 **Racial Equity Impact Summary**

31 There should be no equity impacts with this funding request. The funding will help with
32 costs associated with the citywide recycling program.
33

34
35 **Budget Implications**

36 The use of SCORE grant funds will be used to pay a portion of the Curbside Recycling
37 Program costs as well as help fund elements of the Zero Waste events throughout the
38 year.
39

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41 **Staff Recommendations**

42 It is recommended the Council adopt a resolution requesting SCORE funding from Ramsey
43 County.
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46 **Requested Council Action**

47 Motion adopting a resolution to request SCORE funding from Ramsey County.
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50 **Prepared by:** Ryan Johnson, Environmental Manager

Attachments: 1. Resolution

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1 **EXTRACT OF MINUTES OF MEETING**
2 **OF THE**
3 **CITY COUNCIL OF THE CITY OF ROSEVILLE**

4 * * * * *

5 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of
6 Roseville, County of Ramsey, Minnesota was duly held on the 6th day of November, 2023, at
7 6:00 p.m.

8 The following members were present:

9 and the following were absent:.

10 Member ____ introduced the following resolution and moved its adoption:

11 **RESOLUTION No.**

12 **RESOLUTION REQUESTING 2024 SCORE FUNDING**
13 **FOR USE IN ROSEVILLE’S RESIDENTIAL RECYCLING PROGRAM**

14 WHEREAS, the Roseville City Council is committed to residential waste abatement through its
15 curbside recycling program, Clean Up Day, Zero Waste Events; and

16 WHEREAS, in order to improve Roseville’s waste abatement programs and minimize the cost to
17 Roseville residents; and

18 WHEREAS, Ramsey County has SCORE Funding available for 2024.

19 NOW, THEREFORE, BE IT RESOLVED that the City Manager is authorized to submit a
20 funding request to Ramsey County for a 2024 SCORE Funding and that that funding will be used
21 for Roseville’s waste abatement programs.

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

24 and the following voted against the same: .

25 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 6th day of November, 2023, with the original thereof on file in my office.

WITNESS MY HAND officially as such Manager this 6th day of November, 2023.

Patrick Trudgeon, City Manager

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.1.

Department Approval



City Manager Approval



Item Description:

Accept Roseville Area Schools Resource Officers Agreement for the 2023-2024 School Year

Background

The Roseville Police Department has worked for many years to build relationships and trust between law enforcement and young people and families from Roseville's historically disadvantaged communities through the Roseville Area Schools Police Resource Officers program.

Following a brief suspension of the program due to the ambiguity of a change in state law pertaining to the types of physical restraints that can be used while carrying out policing duties in schools, the Roseville Police Department seeks to enter into an agreement with the schools to continue to dedicate up to two full-time school resource officers (SROs), one to Roseville Area High School (RAHS) and one to the District 623 middle school and elementary schools. The purpose of this agreement is to address the need for the presence of licensed peace officers to provide specific services/roles to the Roseville Area School District and establish a mutually beneficial framework that both schools and law enforcement can work within to achieve shared goals. The partnership is intended to facilitate effective, timely communication and coordination of efforts in order to promote a safe and positive work and learning environment. Additionally, it clarifies the roles and expectations and formalizes relationships between the participating entities to foster an efficient and cohesive program that will build a positive relationship between officers, school administrators, school staff, students and families. The assignment of a SRO to the elementaries/middle school provides support and consistency as the students and families eventually transition to RAHS.

During summer months, when school is not in session, both SROs will be temporarily assigned to the patrol or investigations unit.

Policy Objectives

Roseville Police Department SROs assume the following duties:

- Leads and creates opportunities to build and promote positive relationships amongst law enforcement and school communities.
- Follows up on referrals made by the Police Department and administrative staff.
- Serves as a member of the administrative team and student support team.

- Visits with and gets acquainted with students during lunch periods, recess, between classes, at school activities and on field trips when possible.
- Supports and works cooperatively with administrative and support staff, in cases of criminal law violation and may conduct follow-up investigation of incidents.
- Works cooperatively with school staff to initiate prevention programs in the area of juvenile crime.
- Educates and advises families regarding student behavior that could lead or has led to legal infractions or other matters as requested.
- Assists the school administration in setting up procedures that would contribute to the safety and security of the building and grounds.
- Makes presentations on relevant topics to students as requested by teachers or administrators; helps arrange field trips and speakers in his or her area of expertise.
- Builds and maintains rapport among youth, parents, school personnel and law enforcement officers, and services as part of a team effort to provide role models.
- Assists, as assigned, with petitions to Juvenile Court and works with social and welfare agencies, probation personnel, and makes referrals for family counseling, for chemical health evaluation, and for other student needs.
- Assists, as assigned, in reporting child abuse/neglect cases and in handling Children in Need of Protection or Services (CHIPS) cases.
- Performs other duties as assigned by the school Principal.
- During the summer months, they perform duties as assigned by the lieutenant in charge of police patrol or investigations.
- Follow-up to non-school related incidents with students & families to provide support and resources.
- Proactive relationship building such as educational classroom visits, guest speaking, attending family engagement activities and events.

School resource officers are expected to be on duty 168 student days and additional staff days as determined by the Roseville Area School District superintendent or his/her designee. The Roseville Police Department has been provided a Roseville Area Schools Police Resource Officers Agreement for the 2023-2024 school year (Attachment).

The attached agreement has been reviewed and approved by the City Attorney.

Racial Equity Impact Summary

Roseville Police School Resource Officers strive to build relationships and trust between law enforcement and young people and families from Roseville's historically disadvantaged communities. They create connections between the schools, law enforcement, mental health providers and other community-based partnerships in an effort to further the City of Roseville and the Roseville Police Department's commitment to creating a safe and livable community for all.

Budget Implications

School District 623 agrees to assume 67 percent of the total costs associated with the payment of salary, benefits and cell phone charges, not to exceed \$84,647.13, for each assigned School Resource Officer (outlined in Attachment).

The School District shall provide office space for both SROs and contribute utilities as well as maintenance costs at no cost to the City.

Staff Recommendations

Staff recommends Council approval to accept the 2023-2024 Roseville Area Schools Police Resource Officers Agreement as set forth by School District 623 and authorize the signing of the agreement by the mayor and city manager.

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Requested Council Action

The police department is seeking Council approval of the 2023-2024 Roseville Area Schools Police Resource Officers Agreement allowing for the required City of Roseville signatures, specifically the City of Roseville Mayor and City of Roseville Manager.

- Prepared by:** Chief Erika Scheider
- Attachments:** 1. Roseville Area Schools Resource Officers Agreement 2023-2024

**ROSEVILLE AREA SCHOOLS
AND
CITY OF ROSEVILLE POLICE DEPARTMENT
ROSEVILLE AREA SCHOOLS SCHOOL RESOURCE OFFICERS AGREEMENT
2023-2024 School Year**

THIS AGREEMENT, made and entered into by and between the City of Roseville (hereinafter "City") and the Roseville Area School District, Independent School District No. 623 (hereinafter "School District").

WHEREAS, the City and School District intend to cooperate in the joint use of School Resource Officers to assist in the establishment and coordination of a cooperative community approach between the School District, its parents, the City, and other community members to meet the special needs and problems of School District students and City residents; and

WHEREAS, the City and School District desire to have a School Resource Officer assigned to certain Roseville Area Schools, including the Roseville Area High School, Roseville Area Middle School, and other schools as a liaison between the School District and the City; and

WHEREAS, by this Agreement the parties desire to establish a framework of cooperating to work jointly to develop rapport among the youth of the School District and the law enforcement community, and the site of this City/School District community partnership will be at designated Roseville Area Schools as agreed to by the parties; and

WHEREAS, the City and the School District will both contribute to the costs associated with this School Resource Officers program, both the City and the School District will be granted certain rights pertaining to the Roseville Area Schools School Resource Officer program;

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Contributions to the School Resource Officer Program by the City:
 - A. The City will employ up to two (2) School Resource Officers. The City will be responsible for any claims and other liability as would normally apply to a City employee. This Agreement in no way constitutes a waiver or alteration by the City of relevant liability limits established under Minnesota Statutes Chapter 466. The City expressly declares that it in no way intends to be subject to any measure of liability beyond the limits of Minnesota Statutes Chapter 466 by way of entering into this Agreement.
 - B. The City will provide overall supervision and the School Resource Officers shall be responsible to the Roseville Chief of Police or his/her designee. The City directs the job responsibilities of the School Resource Officers.

- C. The School Resource Officers shall perform the duties and responsibilities identified on the position responsibility write-up attached to the Agreement as Exhibit A. The position responsibility write-up will be reviewed and updated periodically by the Roseville Police Chief and the Roseville Area Schools Administration. Attached also as Exhibit B is the Student and Teacher Calendar for 2023-2024.
2. Contribution to the School Resource Officer Program by the School District:
- A. The School District will pay the City 67 percent of the total costs associated with the payment of salary and benefits of each individual assigned School Resource Officer and cell phone expenses, not to exceed \$84,647.13. The position will be filled by a police officer paid according to the current police officer union contract. The School Resource Officer is expected to be on duty 168 student days and additional staff days as determined by the School District, the principal of the assigned school or their designee, not to exceed a total of 175 days per year. When there is a need for the School Resource Officer to be absent for more than five (5) consecutive student days, the Principal and the Chief of Police will arrange for a substitute Officer or arrange for the City to reimburse the School District for missed time.
 - B. The School Resource Officers' primary work locations will be at the Roseville Area High School or the Roseville Area Middle Schools (RAMS), as determined by the parties ("Assigned School"). The dedicated RAMS School Resource Officer also will provide dedicated service hours at various elementary school buildings within the School District, as assigned by the School District Superintendent or their designee.
 - C. The School District will provide office space for the School Resource Officers at Roseville Area School sites and contribute the utilities (heating, electricity, and water), insurance (property), security, and routine maintenance costs at no cost to the City, and in a manner consistent with the policies and practices of the School District.
 - D. The School District will provide a reserved parking space in the proximity of the School Resource Officer's office. The School District will assume the full cost of snowplowing, maintenance, and repairs to the parking space for the term of the joint venture.
 - E. The School District will provide basic custodial service, consistent with the policies and practices of the School District.
 - F. The Assigned School Principal or their designee will provide regular onsite supervisory support, consistent with the policies and practices of the School District, while being fully aware that the School Resource Officer is an employee of the City.
 - G. The School District and assigned School Principal are responsible for training School District staff on the terms of this agreement, including but not limited to the responsibilities

and limits of School Resource Officer intervention in student behavioral incidents or disciplinary situations and enforcement of school policies.

3. Selection and Duties:

A. The building administrators/principals and student leaders of the Assigned Schools shall be involved in selection of the School Resource Officer. Duties assigned the School Resource Officer, distinct from those outlined herein, shall be mutually agreed to by the Roseville Area Schools administration and the Police Chief, or their respective designees.

B. Duties:

- On Site Duty Day: 7:45 a.m. - 3:15 p.m.
- Occasionally the Principal may request of the Chief of Police that the School Resource Officer attend a school event outside normal duty hours.
- The School Resource Officer will notify the School Principal's Secretary when he/she will be absent.
- Proactive patrols of school campuses, including parking lots, school grounds, and interior areas.
- Annually review safety-related practices recommend improvements prior to October 1.
- Meet weekly with Administrative Teams.
- Participate in School Safety Committee meetings.
- Assist Principal, Associate Principals and Deans with lunchroom supervision, investigation of incidents, and other duties as specified in Exhibit A.
- Proactive relationship building such as educational classroom visits, guest speaking, attending family engagement activities and events at school buildings.
- Create opportunities to build relationships within the community by organizing events such as "Breaking Down Barriers".
- Join student assistance team's reward and incentives programs at the elementary level and join students at recess for activities.
- For assigned school sites outside of the City's law enforcement jurisdiction, coordinate as necessary, with local law enforcement.
- Additional responsibilities as outlined in Exhibit A.

The School Resource Officer will not responsible for discipline or enforcement of School policies.

4. Term of Agreement: The City and the School District shall have the right to terminate this Agreement by giving the other party sixty (60) days written notice of its intent to cancel the entire Agreement. If, for any reason, the City is unable to staff its School Resource Officer position, the City shall have the absolute right to suspend this Agreement upon five (5) days notice until the positions can be filled. In the event of cancellation, the parties will be mutually relieved of any further obligation as set forth in this Agreement. Unless terminated earlier as provided herein, this Agreement shall

remain in effect until June 30, 2024. Thereafter, the Agreement may be renewed for 12-month periods commencing with July 1 and ending June 30 of the following year. Annually, by May 1, the School District will notify the Chief of Police for the Roseville Police Department of the School District's intent regarding renewal of this Agreement for the following school year.

5. Yearly Review: Annually before June 1, the School District and the City shall meet to review this Agreement. Adjustments and addendums to this Agreement may be made by mutual agreement.

6. Notice: All notices and demands by or from either party shall be in writing and shall be validly given or made if served either personally or if deposited in the United States Mail, certified or registered, postage prepaid, return receipt requested. If such notice is served personally, service shall be conclusively deemed made at the time of such personal service. If such notice or demand is made by registered or certified mail in the manner herein provided, service shall be conclusively deemed made forty-eight (48) hours after the deposit thereof in the United States Mail addressed to the party whom such notice is to be given.

Any notice or demand to the City shall be addressed to the City at:

City of Roseville
2660 Civic Center Drive
Roseville, MN 55113-1899

Any notice or demand to the School District shall be addressed to the School District at:

Independent School District No. 623
1251 West County Road B-2
Roseville, MN 55113

7. Entire Agreement: This Agreement represents the entire understanding and agreement between the parties hereto and this Agreement may not be altered, changed, or amended except by an instrument in writing, signed by all parties.

INDEPENDENT SCHOOL DISTRICT NO. 623 CITY OF ROSEVILLE

By: _____ By: _____
Curtis Johnson, Chair Dan Roe, Mayor

By: _____ By: _____
Jenny Loeck, Superintendent Pat Trudgeon, City Manager

EXHIBIT A

POSITION RESPONSIBILITY WRITE-UP

Position Title: School Resource Officer Date: August, 2023

Department: Student Services Location: Roseville Area Schools (as assigned)

Accountable To: City of Roseville Chief of Police or Designee

Primary Objectives of Position

To assist in the coordination of a cooperative community approach between schools, families, police, and other resources to meet the needs of students and families.

MAJOR AREAS OF RESPONSIBILITY

1. Leads and creates opportunities to build and promote positive relationships amongst law enforcement and school communities.
2. Follows up on referrals made by the Police Department and administrative staff.
3. Serves as a member of the administrative team and student support team.
4. Visits with and gets acquainted with students during lunch periods, recess, between classes, at school activities and on field trips when possible.
5. Supports and works cooperatively with administrative and support staff, in cases of criminal law violation and may conduct follow-up investigation of incidents.
6. Works cooperatively with school staff to initiate prevention programs in the area of juvenile crime.
7. Educates and advises families regarding student behavior that could lead or has led to legal infractions or other matters as requested.
8. Assists the school administration in setting up procedures that would contribute to the safety and security of the building and grounds.
9. Makes presentations on relevant topics to students as requested by teachers or administrators; helps arrange field trips and speakers in his or her area of expertise.
10. Builds and maintains rapport among youth, parents, school personnel and law enforcement officers, and services as part of a team effort to provide role models.
11. Assists, as assigned, with petitions to Juvenile Court and works with social and welfare agencies, probation personnel, and makes referrals for family counseling, for chemical health evaluation, and for other student needs.
12. Assists, as assigned, in reporting child abuse/neglect cases and in handling Children in Need of Protection or Services (CHIPS) cases.
13. During the summer months, performs duties as assigned by the lieutenant in charge of police patrol or investigations.

14. Follow-up to non-school related incidents with students & families to provide support and resources.
15. Proactive relationship building such as educational classroom visits, guest speaking, attending family engagement activities and events.

Knowledge and Skills Required

Knowledge of and ability to follow School District policies, regulations and procedures.

Ability to work with other law enforcement and outside agencies where jurisdictional requirements prevail.

Ability to relate to and work with students and families of various cultural and economic backgrounds.

Ability to establish and maintain good working relationships with school administrators, teachers and staff.

Supervision

Supervised by the City of Roseville Police Department. Works directly with and under the guidance of the assigned School Principal.

Supervision of Others

None.

Responsibility for Public Contact

Continuous, requiring tact, courtesy, and good judgment.

Clothing to be worn

Because the officer assigned to the School Resource Program is working in a very visible position, the normal dress will be a soft law enforcement uniform, but the officer will exercise discretion depending upon the circumstances.

11/2023

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.m.

Department Approval



City Manager Approval



Item Description:

Approve Resolution Establishing Procedures Relating to Compliance with Reimbursement Bond Regulations

Background

The Internal Revenue Service Treasury Regulations, Section 1.150-2 deals with “reimbursement bond” proceeds, being proceeds of bonds used to reimburse the City for any project expenditures paid by the City prior to the time of issuance of those bonds. These Regulations generally require that the City make a declaration of intent to reimburse itself for such prior expenditure out of the proceeds of subsequently issued bonds.

The City Council may authorize the Finance Director to make the City’s Declarations. The City’s Bond Counsel is recommending that the City adopt an updated resolution authorizing the Finance Director to make the City’s declaration of intent to reimburse itself for prior expenditures on all projects so if a decision is made in a subsequent year that bond issuance is the best financing method, the City would be able to reimburse itself on any of these projects.

The Finance Director will annually complete declarations on all projects that may potentially be bonded for after the expenditures have been incurred. The City Council would need to consider and approve the use of bonding for a project before bonds would be issued.

Policy Objectives

This policy will allow the City flexibility in funding various capital improvement and equipment purchases. The adoption of this resolution does not mean that the City will bond for all projects.

Racial Equity Impact Summary

There is no equity impact.

Budget Implications

Not applicable.

Staff Recommendations

Staff recommends the Council adopt the resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code.

Requested Council Action

Motion to approve the resolution establishing procedures relating to compliance with reimbursement bond regulations under the Internal Revenue Code.

Prepared by: Michelle Pietrick, Finance Director

Attachments: 1. Resolution Reimbursing Bonding

1 **EXTRACT OF MINUTES OF MEETING**
2 **OF THE**
3 **CITY COUNCIL OF THE CITY OF ROSEVILLE**

4
5 * * * * *

6
7 Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of
8 Roseville, County of Ramsey, Minnesota was duly held on the ____ day of _____ 202__, at
9 6:00 p.m.

10
11 The following members were present: , , , and Mayor .
12 and the following were absent: .

13
14 Member introduced the following resolution and moved its adoption:
15

16
17 **RESOLUTION No.**

18
19 RESOLUTION ESTABLISHING PROCEDURES
20 RELATING TO COMPLIANCE WITH REIMBURSEMENT BOND
21 REGULATIONS UNDER THE INTERNAL REVENUE CODE

22
23 BE IT RESOLVED by the City Council (the "Council") of the City of Roseville,
24 Minnesota (the "City"), as follows:

25 1. Recitals.

26 (a) The Internal Revenue Service has issued Treasury Regulations, Section
27 1.150-2 (as the same may be amended or supplemented, the "Regulations"), dealing with
28 "reimbursement bond" proceeds, being proceeds of bonds used to reimburse the City for
29 any project expenditure paid by the City prior to the time of the issuance of those bonds.

30 (b) The Regulations generally require that the City (as the issuer of or the
31 primary obligor under the bonds) make a declaration of intent to reimburse itself for such
32 prior expenditures out of the proceeds of subsequently issued bonds, that such declaration
33 be made not later than 60 days after the expenditure is actually paid, and that the bonding
34 occur and the written reimbursement allocation be made from the proceeds of such bonds
35 within 18 months after the later of (1) the date of payment of the expenditure or (2) the
36 date the project is placed in service (but in no event more than 3 years after actual
37 payment).

38 2. Official Intent Declaration. The Regulations, in the situations in which they
39 apply, require the City to have declared an official intent (the "Declaration") to reimburse itself
40 for previously paid project expenditures out of the proceeds of subsequently issued bonds. The
41 Council hereby authorizes the Finance Director to make the City's Declarations or to delegate

42 from time to time that responsibility to other appropriate City employees. Each Declaration shall
43 comply with the requirements of the Regulations, including without limitation the following:

44 (a) Each Declaration shall be made not later than 60 days after payment of the
45 applicable project cost and shall state that the City reasonably expects to reimburse itself
46 for the expenditure out of the proceeds of a bond issue or similar borrowing. Each
47 Declaration may be made substantially in the form of the Exhibit A which is attached to
48 and made a part of this Resolution, or in any other format which may at the time comply
49 with the Regulations.

50 (b) Each Declaration shall (1) contain a reasonably accurate description of the
51 "project," as defined in the Regulations (which may include the property or program to be
52 financed, as applicable), to which the expenditure relates and (2) state the maximum
53 principal amount of bonding expected to be issued for that project.

54 (c) Care shall be taken so that the City, or its authorized representatives under
55 this Resolution, not make Declarations in cases where the City doesn't reasonably expect
56 that reimbursement bonds will be issued to finance the subject project costs, and the City
57 officials are hereby authorized to consult with bond counsel to the City concerning the
58 requirements of the Regulations and their application in particular circumstances.

59 (d) The Council shall be advised from time to time on the desirability and
60 timing of the issuance of reimbursement bonds relating to project expenditures for which
61 the City has made Declarations.

62 3. Reimbursement Allocations. If the City is acting as the issuer of the
63 reimbursement bonds, the designated City officials shall also be responsible for making the
64 "reimbursement allocations" described in the Regulations, being generally written allocations
65 that evidence the City's use of the applicable bond proceeds to reimburse the original
66 expenditures.

67 4. Effect. This Resolution shall amend and supplement all prior resolutions and/or
68 procedures adopted by the City for compliance with the Regulations (or their predecessor
69 versions), and, henceforth, in the event of any inconsistency, the provisions of this Resolution
70 shall apply and govern.

71
72 The motion for the adoption of the foregoing resolution was duly seconded by Member ,
73 and upon a vote being taken thereon, the following voted in favor thereof: , , ,
74 , and Mayor .

75 and the following voted against the same: .

76
77 WHEREUPON said resolution was declared duly passed and adopted.
78

REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.n.

Department Approval

Janice Gundlach

City Manager Approval

Sam J. Truog

Item Description:

Authorize the Mayor and City Manager to execute a First Amendment to Professional Services Agreement for electrical inspections

Background

The City of Roseville utilizes a contract inspector for all electrical plan review and inspections. The current contract inspector has notified the City of his intent to retire and transfer his business to his son's business. The proposed change is scheduled to occur on or around January 1, 2024. No other changes to the contract are proposed. The current contract is valid through 2025. The City Attorney has prepared and reviewed the First Amendment to the Professional Services Agreement (Attachment 1).

Policy Objectives

Electrical plan review and inspections is necessary to adequately implement and enforce the Minnesota State Building Code, which exists to provide minimum standards to safeguard life and limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all structures and equipment as outlined within the code.

Racial Equity Impact Summary

There are no racial equity impacts related to this request.

Budget Implications

The cost of the electrical inspector contract is based solely on permit activity and paid for by permit revenue. The electrical inspector is paid 80% of the electrical permit revenue. No electrical permit fee increases are proposed for 2024.

Staff Recommendations

Staff recommends authorization of the First Amendment to the Professional Services Agreement transferring contract electrical inspections from Togle Inspections, Inc. to Stephen Togle Inspections, Inc.

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Requested Council Action

By motion, authorize the Mayor and City Manager to execute the First Amendment to the Professional Services Agreement with Togle Inspections, Inc. transferring contract electrical inspections to Stephen Togle Inspections, Inc.

Prepared by: David Englund, Building Official
Attachments: 1. Attachment1 First Amendment

Attachment 1 - First Amendment

FIRST AMENDMENT AND RESINSTATMENT TO Professional Services Agreement

This FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT ("First Amendment") is made on the ____ day of ____, 2023, between the City of Roseville, a municipal corporation (hereinafter "City"), and Stephen Togle Inspections Incorporated, a corporation organized and existing under the laws of the State of Minnesota, (hereinafter "Consultant").

WHEREAS, the City entered into a Professional Services Agreement on the 10th day of October, 2022 (the "Agreement"), with Togle Inspections Incorporated, a corporation organized and existing under the laws of the State of Minnesota (the "Prior Consultant"); and

WHEREAS, the Prior Consultant was owned and operated by Peter Togle who is retiring and transferring his business to his son, Stephen Togle; and

WHEREAS, Consultant is owned and operated by his son, Stephen Togle, and the City, Prior Consultant, and Consultant all wish for Stephen Togle to take over the duties and responsibilities of Peter Togle under the Agreement;

WHEREAS, Consultant will assume all responsibilities under this First Amendment and Prior Consultant will have no further responsibilities under the Agreement; now, therefore, the Parties agree as follows:

Preliminary Statement

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

The City and Consultant agree as follows:

1. **Scope of Work Proposal.** The Consultant agrees to provide the professional services described below ("Work") in consideration for the compensation set forth in Provision 3 below. The terms of this Agreement shall take precedence over and supersede any provisions and/or conditions in any proposal submitted by the Consultant.
 - a. Review electrical plans for sites and buildings;
 - b. Provide all required on-site electrical inspection services in relation to each electrical permit;
 - c. Retain all pertinent records and copies of permits and correspondence related to each permit and make them available to the City upon request;
 - d. Have open office hours each business day during which the property owners and staff may work with the inspectors;

Attachment 1 - First Amendment

- e. Coordinate work (as necessary) with inspection work of the City through the Building Official;
 - f. Provide a monthly report summarizing permit activity;
- 2. **Term.** The term of this Agreement shall be from January 1, 2023, through December 31, 2025, the date of signature by the parties notwithstanding.
- 3. **Compensation for Services.** The City agrees to pay the Consultant the compensation eighty percent (80%) of electrical permit fees as allowed in Section 314.05 of City Code, attached for the Work, subject to the following:
 - A. Any changes in the Work which may result in an increase to the compensation due the Consultant shall require prior written approval of the City. The City will not pay additional compensation for Work that does not have such prior written approval.
 - B. Third party independent contractors and/or subcontractors may be retained by the Consultant when required by the complex or specialized nature of the Work when authorized in writing by the City. The Consultant shall be responsible for and shall pay all costs and expenses payable to such third party contractors unless otherwise agreed to by the parties in writing.
- 4. **City Representative and Special Requirements:**
 - A. Stephen Togle Inspections Incorporated shall act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information and interpret and define the City's policies and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement. The City may change the City's representative at any time by notifying the Consultant of such change in writing.
 - B. In the event that the City requires any special conditions or requirements relating to the Work and/or this Agreement, such special conditions and requirements are stated in Exhibit A attached hereto. The parties agree that such special conditions and requirements are incorporated into and made a binding part of this Agreement. The Consultant agrees to perform the Work in accordance with, and this Agreement shall be subject to, the conditions and requirements set forth in Exhibit A.
- 5. **Method of Payment.** The Consultant shall submit to the City, on a monthly basis commencing on January 1, 2023, an itemized written invoice 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 Work reimbursed on an hourly basis, the Consultant shall indicate for each employee, his or her name, job title, the number of hours worked, rate of pay for each

Attachment 1 - First Amendment

employee, a computation of amounts due for each employee, and the total amount due for each project task. For all other Work, the Consultant shall provide a description of the Work performed and the period to which the invoice applies. For reimbursable expenses, if provided for in Section 314.05 of City Code, the Consultant shall provide an itemized listing and such documentation of such expenses as is reasonably required by the City. In addition to the foregoing, all invoices shall contain, if requested by the City, the City's project number, a progress summary showing the original (or amended) amount of the Agreement, the current billing, past payments, the unexpended balance due under the Agreement, and such other information as the City may from time to time reasonably require.

- B. To receive any payment pursuant to this Agreement, the invoice must include the following statement dated and signed by the Consultant: "I declare under penalty of perjury that this account, claim, or demand is just and correct and that no part of it has been paid."

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

- A. The City shall have the right to suspend the Work to be performed by the Consultant under this Agreement when it deems necessary to protect the City, residents of the City or others who are affected by the Work. If any Work to be performed by the Consultant is suspended in whole or in part by the City, the Consultant shall be paid for any services performed prior to the delivery upon the Consultant of the written notice from the City of such suspension.
- B. The Consultant shall be reimbursed for services performed by any third-party independent contractors and/or subcontractors only if the City has authorized the retention of and has agreed to pay such persons or entities pursuant to Section 3B above.
6. ***Project Manager and Staffing.*** The Consultant has designated the Community Development Director and the Building Official ("Project Contacts") to perform and/or supervise the Work, and as the persons for the City to contact and communicate with regarding the performance of the Work. The Project Contacts shall be assisted by other employees of the Consultant as necessary to facilitate the completion of the Work in accordance with the terms and conditions of this Agreement. The Consultant may not remove or replace the Project Contacts without the prior approval of the City.
7. ***Standard of Care.*** All Work performed by the Consultant under this Agreement shall be in accordance with the normal standard of care in Ramsey County, Minnesota, for professional services of like kind to the Work being performed under this Agreement.
8. ***Audit Disclosure.*** Any reports, information, data and other written documents given to, or prepared or assembled by the Consultant under this Agreement which the City requests to be kept confidential shall not be made available by the Consultant to any individual or organization without the City's prior written approval. The books, records, documents

Attachment 1 - First Amendment

and accounting procedures and practices of the Consultant or other parties relevant to this Agreement are subject to examination by the City and either the Legislative Auditor or the State Auditor for a period of six (6) years after the effective date of this Agreement. The Consultant shall at all times abide by Minn. Stat. § 13.01 et seq. and the Minnesota Government Data Practices Act, to the extent the Act is applicable to data, documents, and other information in the possession of the Consultant.

9. **Termination.** This Agreement may be terminated at any time by the City, with or without cause, by delivering to the Consultant at the address of the Consultant set forth in Provision 26 below, a written notice at least ten (10) days prior to the date of such termination. The date of termination shall be stated in the notice. Upon termination the Consultant shall be paid for services rendered (and reimbursable expenses incurred if required to be paid by the City under this Agreement) by the Consultant through and until the date of termination so long as the Consultant is not in default under this Agreement. If the City terminates this Agreement because the Consultant is in default of its obligations under this Agreement, no further payment shall be payable or due to the Consultant following the delivery of the termination notice, and the City may, in addition to any other rights or remedies it may have at law or in equity, retain another consultant to undertake or complete the Work to be performed hereunder.
10. **Subcontractor.** The Consultant shall not enter into subcontracts for services provided under this Agreement without the express written consent of the City. If subcontracts are approved and entered into, the Consultant shall promptly pay any subcontractor involved in the performance of this Agreement as required by, and the Consultant shall otherwise comply with, the State Prompt Payment Act.
11. **Independent Consultant.** At all times and for all purposes herein, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
12. **Non-Discrimination.** During the performance of this Agreement, the Consultant shall not discriminate against any person, contractor, vendor, employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, sexual orientation or age. The Consultant shall post in places available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and stating that all qualified applicants will receive consideration for employment. The Consultant shall incorporate the foregoing requirements of this Provision 12 in all of its subcontracts for Work done under this Agreement, and will require all of its subcontractors performing such Work to incorporate such requirements in all subcontracts for the performance of the Work. The Consultant further agrees to comply with all aspects of the Minnesota Human Rights Act, Minnesota Statutes 363.01, et. seq., Title VI of the Civil Rights Act of 1964, and the Americans with Disabilities Act.
13. **Assignment.** The Consultant shall not assign this Agreement, nor its rights and/or obligations hereunder, without the prior written consent of the City.

Attachment 1 - First Amendment

14. ***Services Not Provided For.*** The City shall not be required to pay for any claim for services furnished by the Consultant not specifically provided for herein.
15. ***Compliance with Laws and Regulations.*** The Consultant shall abide with all federal, state and local laws, statutes, ordinances, rules and regulations in the performance of the Work. The Consultant and City, together with their respective agents and employees, agree to abide by the provisions of the Minnesota Data Practices Act, Minnesota Statutes Section 13, as amended, and Minnesota Rules promulgated pursuant to Chapter 13. Any violation by the Consultant of statutes, ordinances, rules and regulations pertaining to the Work to be performed shall constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
16. ***Waiver.*** Any waiver by either party of a breach of any provisions of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement or either parties ability to enforce a subsequent breach.
17. ***Indemnification.*** The Consultant 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 Consultant, its officers, agents, employees, contractors and/or subcontractors, pertaining to the performance or failure to perform the Work and against all losses resulting from the failure of the Consultant to fully perform all of the Consultant's obligations under this Agreement.
18. ***Insurance.***
 - A. **General Liability.** Prior to starting the Work and during the full term of this Agreement, the Consultant shall procure, maintain and pay for such insurance as will protect against claims for bodily injury or death, and for damage to property, including loss of use, which may arise out of operations by the Consultant or by any subcontractor of the Consultant, or by anyone employed by any of them, or by anyone for whose acts any of them may be liable. Such insurance shall include, but not be limited to, minimum coverages and limits of liability specified in this Provision 18 or such greater coverages and amounts as are required by law. Except as otherwise stated below, the policies shall name the City as an additional insured for the Work provided under this Agreement and shall provide that the Consultant's coverage shall be primary and noncontributory in the event of a loss.
 - B. The Consultant shall procure and maintain the following minimum insurance coverages and limits of liability with respect to the Work:

Worker's Compensation:	Statutory Limits
Employer's Liability	\$500,000 each accident

Attachment 1 - First Amendment

(Not needed for
Minnesota based
Consultant):

\$500,000 disease policy limit
\$500,000 disease each employee

Commercial General Liability: \$1,000,000 per occurrence
\$2,000,000 general aggregate
\$2,000,000 Products – Completed Operations
Aggregate
\$100,000 fire legal liability each occurrence
\$5,000 medical expense

Comprehensive Automobile
Liability:

\$1,000,000 combined single limit (shall include
coverage for all owned, hired and non-owned
vehicles).

- C. The Commercial General Liability policy(ies) shall be equivalent in coverage to ISO form CG 0001, and shall include the following:
- (i) Personal injury with Employment Exclusion (if any) deleted;
 - (ii) Broad Form Contractual Liability coverage; and
 - (iii) Broad Form Property Damage coverage, including Completed Operations.
- D. During the entire term of this Agreement, and for such period of time thereafter as is necessary to provide coverage until all relevant statutes of limitations pertaining to the Work have expired, the Consultant shall procure, maintain and pay for professional liability insurance, satisfactory to the City, which insures the payment of damages for liability arising out of the performance of professional services for the City, in the insured's capacity as the Consultant, if such liability is caused by an error, omission, or negligent act of the insured or any person or organization for whom the insured is liable. Said policy shall provide an aggregate limit of at least \$2,000,000.00. Said policy shall not name the City as an insured.
- E. The Consultant shall maintain in effect all insurance coverages required under this Provision 18 at Consultant's sole expense and with insurance companies licensed to do business in the state in Minnesota and having a current A.M. Best rating of no less than A-, unless otherwise agreed to by the City in writing. In addition to the requirements stated above, the following applies to the insurance policies required under this Provision:
- (i) All policies, except the Professional Liability Insurance Policy, shall be written on an "occurrence" form ("claims made" and "modified occurrence" forms are not acceptable);

Attachment 1 - First Amendment

- (ii) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall name "the City of Roseville" as an additional insured;
- (iii) All policies, except the Professional Liability Insurance and Worker's Compensation Policies, shall contain a waiver of subrogation naming "the City of Roseville."
- (iv) All policies, except the Professional Liability Insurance Policy and the Worker's Compensation Policy, shall insure the defense and indemnify obligations assumed by Consultant under this Agreement; and
- (v) All policies shall contain a provision that coverages afforded thereunder shall not be canceled or non-renewed or restrictive modifications added, without thirty (30) days prior written notice to the City.

A copy of: (i) a certification of insurance satisfactory to the City, and (ii) if requested, the Consultant's insurance declaration page, riders and/or endorsements, as applicable, which evidences the compliance with this Provision 18, must be filed with the City prior to the start of Consultant's Work. Such documents evidencing insurance shall be in a form acceptable to the City and shall provide satisfactory evidence that the Consultant has complied with all insurance requirements. Renewal certificates shall be provided to the City at least 30 days prior to the expiration date of any of the required policies. The City will not be obligated, however, to review such declaration page, riders, endorsements or certificates or other evidence of insurance, or to advise Consultant of any deficiencies in such documents, and receipt thereof shall not relieve the Consultant from, nor be deemed a waiver of, the City's right to enforce the terms of the Consultant's obligations hereunder. The City reserves the right to examine any policy provided for under this Provision 18.

- 19. **Licensure.** The Consultant shall maintain a current State of Minnesota Journeyman and/or Master Electrician License.
- 20. **Ownership of Documents.** All plans, diagrams, analysis, reports and information generated in connection with the performance of this Agreement ("Information") shall become the property of the City, but the Consultant may retain copies of such documents as records of the services provided. The City may use the Information for any reasons it deems appropriate without being liable to the Consultant for such use. The Consultant 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.
- 21. **Annual Review.** Prior to each anniversary of each year of this Agreement, the City shall have the right to conduct a review of the performance of the Work performed by the Consultant under this Agreement. The Consultant agrees to cooperate in such review and to provide such information as the City may reasonably request. Following each performance review the parties shall, if requested by the City, meet and discuss the

Attachment 1 - First Amendment

performance of the Consultant relative to the remaining Work to be performed by the Consultant under this Agreement.

22. **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.
23. **Governing Law.** This Agreement shall be controlled by the laws of the State of Minnesota.
24. **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be considered an original.
25. **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.
26. **Notices.** Any notice to be given by either party upon the other under this Agreement shall be properly given: a) if delivered personally to the City Manager if such notice is to be given to the City, or if delivered personally to an officer of the Consultant if such notice is to be given to the Consultant, b) if mailed to the other party by United States registered or certified mail, return receipt requested, postage prepaid, addressed in the manner set forth below, or c) if given to a nationally, recognized, reputable overnight courier for overnight delivery to the other party addressed as follows:

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

If to Consultant: Stephen Togle Inspections Incorporated
 2162 135th LN NW
 Andover, MN 55304
 Attn: Stephen Togle

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

Attachment 1 - First Amendment

27. ***Entire Agreement.*** Unless stated otherwise in this Provision 27, the entire agreement of the parties is contained in this Agreement. This Agreement supersedes all prior oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein. The following supplement is a part of this Agreement: Exhibit A – Special Conditions.

Attachment 1 - First Amendment

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

CITY OF ROSEVILLE

By: _____
Mayor

By: _____
City Manager

CONSULTANT

Stephen Togle Inspections Incorporated

By: Stephen Togle
Its: President

PRIOR CONSULTANT

Togle Inspections, Incorporated

By: Peter A. Togle
Its: President

Attachment 1 - First Amendment

EXHIBIT A

SPECIAL CONDITIONS

City Assistance. The City agrees to provide the Consultant with the following assistance concerning the Work to be performed hereunder:

- A. Depending on the nature of the Work, Consultant may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City shall provide access to and make provisions to enable the Consultant to enter upon public and private land and property as required for the Consultant to perform and complete the Work.
- B. The City shall furnish the Consultant with a copy of any special standards or criteria promulgated by the City relating to the Work, including but not limited to design and construction standards, that is needed by the Consultant in order to prepare for the performance of the Work.
- C. A person shall be appointed to act as the City's representative with respect to the Work to be performed under this Agreement. Such representative shall have authority to transmit instructions, receive information, interpret, and define the City's policy and decisions with respect to the Work to be performed under this Agreement, but shall not have the right to enter into contracts or make binding agreements on behalf of the City with respect to the Work or this Agreement.

ROSEVILLE
REQUEST FOR COUNCIL ACTION

Date:

11/6/2023

Item No.:

10.o.

Department Approval



City Manager Approval



Item Description:

Approve Contract with North Suburban Access Corporation (Nine North) for Professional Video Services

Background

Since 2013, the City has contracted with the North Suburban Access Corporation (part of NineNorth) for video production operations for City meetings. The existing contract has expired and a new agreement needs to be in place to continue broadcasting city meetings. Details of the proposed agreement are as follows:

- NSAC would provide the following services:
 - Video recording of all City Council meetings and monthly Commission meetings
 - Archiving meetings
 - Prepare equipment and room for meetings
 - Maintaining Community Calendar on city cable channel
 - In consultation with City staff, setting the monthly programming schedule and acquiring outside programing
- NSAC will provide coverage for 107 meetings for municipal meeting production for a cost of \$19,260 annually.
- NSAC will provide live and repeat playback of municipal meetings for an annual cost of \$1,529.00 annually.
- NSAC will provide for webstreaming services of municipal meetings for an annual cost of \$5,671 per year.
- NSAC will provide audio/visual equipment maintenance, planning, and installation at an hourly rate of \$117 per hour.

Policy Objectives

Ensuring that the public has access to all meetings of city government is a tenet of good governance. Providing citizens with the opportunity to watch city meetings live or on replay provides for transparency in the governmental process.

30 **Racial Equity Impact Summary**

31 No impact summary was completed.

32

33

34 **Budget Implications**

35 The cost in 2024 of the contract with NSAC is broken down by service with a not-to-exceed amount of
36 \$19,260 for municipal meeting production, with an additional \$7,443 in costs for cablecasting,
37 webstreaming, and other miscellaneous items. The total costs are \$26,703, roughly a 4.3% increase
38 over 2023. This will be funded from the Communication Fund and is included in the 2024 City Manager
39 recommended budget.

40

41

42 **Staff Recommendations**

43 Staff recommends entering into the agreement with NSAC for video production services and
44 broadcasting of city meetings.

45

46

47 **Requested Council Action**

48 Motion to authorize the City Manager and Mayor to enter into the agreement with NSAC for video
49 production services and broadcasting of city meetings.

50

51

52 **Prepared by:** Katie Bruno, Deputy City Clerk

Attachments: 1. NSAC Agreement

North Suburban Access NSAC Professional and Technical Services Agreement

This contract is between the North Suburban Access Corporation, a Minnesota Municipal Corporation, (herein “the NSAC”) and the City of Roseville, Minnesota (herein “the City”).

Recitals

1. Under Minnesota law, the NSAC is empowered to provide such professional and technical services as are desired by the City.
2. The City desires to engage the NSAC for video webcasting services and archiving services (herein “the Services”).
3. The City represents that it is empowered to engage the NSAC.

Agreement

1. Term of Contract

1.1. **Duration.** This Agreement will become effective August 1, 2023 and will remain in effect for a period of 17 months until December 31, 2024. At the expiration of the one (1) year period, the Agreement will automatically renew for a period of 5 months, unless notice to terminate this Agreement is provided no less than ninety (90) days prior to the end of the current term. If this Agreement is terminated prior to the completion of a one (1) year period, the NSAC will be entitled to payment, determined on a *pro rata* basis, for Services satisfactorily performed.

1.2. **Survival of Terms.** The following clauses will remain in effect after the termination of the Agreement: Section 5. Liability, Section 6. Government Data Practices and Intellectual Property, Section 8. Governing Law, Jurisdiction, and Venue; and Section 9. Disclosure.

2. Services Provided

2.1. **Services.** The NSAC will provide the Services described in Schedule A (attached).

2.2. **Additional Services.** The City may also request additional services during the term of the Agreement (see Section 1.1. Duration). If accepted by the NSAC, Schedule A will be amended to include a description of the additional services and according

compensation. Unless otherwise specified, all terms of this Agreement will apply to any amendments to Schedule A.

2.3. **Standard of Care.** To the extent any property, such as camera or computer equipment, is loaned by the NSAC to the City, the City will exhibit a standard of care consistent with Minnesota law.

2.4. **City Assistance.** Depending on the nature of the Services, the NSAC may from time to time require access to public and private lands or property. To the extent the City is legally and reasonably able, the City will provide access to and make provisions to enable the NSAC or its agents or employees to enter upon public and private land and property as required for the NSAC to perform the Services.

The City will furnish the NSAC with a copy of any special standards or criteria promulgated by the City relating to the Services, including, but not limited to, design and construction standards, that is necessary for the NSAC to prepare for its performance of the Services.

3. Payment

3.1. **Compensation.** The City will pay for all Services to be performed by the Contractor as specified in Schedule A (attached).

3.2. **Fee Adjustment.** The NSAC reserves the right to adjust the fees associated with the Services specified in Schedule A, on January 1st, 2024. Such adjustments, if any, will be enacted on January 1 of 2024. Prior to enacting any fee adjustments, the NSAC must provide written notice of such to the City at least ninety (90) calendar days prior to the effective date of the fee adjustment.

3.3. **Invoices.** The City must promptly pay the NSAC after the NSAC presents an invoice for those Services that have been actually performed. The NSAC must timely submit invoices.

3.4. **Event Cancellation.** The City agrees to pay 70% of the expected event amount for any cancellation unless sufficient prior notice is provided. "Prior Notice" is defined as at least **10 business days** (including the day of the event) before the scheduled event.

4. Assignment, Amendments, Waiver, and Completeness

4.1. **Assignment.** The City may not assign, license, or transfer any rights or obligation under this Agreement without prior written consent of the NSAC and a fully executed Assignment Agreement, executed and approved by the same parties who executed and

approved this Agreement, or their successors in office.

4.2. ***Amendments.*** Any amendments to this contract must be made in writing and will not be effective until executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

4.3. ***Waiver.*** If the NSAC fails to enforce in a timely manner any provision of this Agreement, that failure does not waive the provision or the NSAC's right to enforce the provision.

4.4. ***Completeness.*** This Agreement contains all negotiations and agreements between the NSAC and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

5. Liability

The City must indemnify and hold harmless the NSAC, its agents, and its employees from any claims or causes of action, including attorney's fees incurred by the NSAC arising from performance of this Agreement by the City, its agents, or its employees. The clause must not be construed to preempt any legal remedies the NSAC may have for the City's failure to fulfill its obligations under this Agreement.

6. Government Data Practices and Intellectual Property

6.1. ***Government Data Practices.*** To the extent applicable, the City and NSAC must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this Clause by either the City or the NSAC.

Each Party shall notify the other of any Data Practices Act request for video recordings created pursuant to this Agreement. All requests for the release or sale of video recordings created pursuant to this Agreement shall be directed to and fulfilled by the NSAC.

7. Endorsement

The City must not claim that the NSAC endorses its products or services.

8. Governing Law, Jurisdiction, and Venue

Minnesota Law governs this Agreement. Venue for all legal proceedings arising from this Agreement shall be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

9. Disclosure

The City consents to disclosure of its social security number, federal employer tax identification number, and Minnesota tax identification number, to the Commission as is necessary for compliance with Minnesota and other applicable law.

10. Severability

If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event that such a section or clause is essential or substantially alters the Agreement, the Parties shall negotiate a replacement section or clause that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

11. Employment

Employees of the NSAC performing work pursuant to this Agreement shall remain at all times employees only of the NSAC. The NSAC will be responsible for worker's compensation, salary, and training.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

Dated: _____

North Suburban Access Corporation

By: _____

Its: _____

Attest

By: _____

Its: _____

Roseville, City Manager

Dated: _____

By: _____

Its: _____

Dated: _____

By: _____

Its: _____

Schedule A. Services (Roseville).

Service	Quote	Agreed
<u>Municipal Production Services:</u> The NSAC agrees to provide the following: • Coverage of City Council (36); and following Commissions: Planning (12); Finance (12); Parks (12); Variance (4); HRIEC (12); EDA (6); Public Works (12); Ethics (1). <i>Projected Total for 2023:</i> 107 • Cost per meeting is \$180. • If multiple meetings are held back-to-back on the same day/night, the 2nd (and additional) meeting will have a reduced fee of \$50 per meeting. • For each additional meeting after 107, a flat fee of \$210 per meeting will be charged. • NSAC will provide a municipal producer to record and broadcast LIVE meetings in either in person, virtual, or hybrid; • Equipment and meeting room preparation; • Provide the timing of the discussion and agenda items for web links; • Upload minutes for all meetings provided by City; • Provide backend support for closing, annotating, and posting the meeting for the program the following day. • Provide Master Control services to ensure quality controls. The City agrees to provide the following: • 10 day notice for all hybrid meetings. • Provide a weekly schedule of live and/or recorded events of shows at least one week in advance of first event/show on the schedule. • Provide the NSAC with the name and telephone number and email address of an emergency contact who can answer questions about the cablecast and/or encoding of live events. • Provide PDF copies of minutes for upload. • Login credentials for Zoom.	\$180 per Meeting	\$19,260 yearly max; Will be reduced based on \$ of cancelled mtgs and reduced back-to-back meetings
<u>Cablecasting Services:</u> The NSAC agrees to provide the following: • Live broadcasting of City Council meetings and applicable Advisory Commission meetings on appropriate channels; • Schedule the City channel <u>weekly</u> with up to 49 live and/or pre-recorded programs. The City agrees to provide the following: • Monthly schedule of cablecast playbacks. [or NineNorth will schedule]	\$1,529 per year	\$1,529 per year
<u>Carousel:</u> The NSAC agrees to provide the following: • Coordination of 2 Carousels per month at \$62.50 per Carousel, per year. This does not include labor to manage the Carousel.	\$125 per year	\$125 per year

Schedule A. Services (Roseville).

<u>Web streaming Services:</u> The NSAC agrees to provide the following: • Live web streaming of 107 meetings for year. \$53 per meeting (\$468 monthly) • Encoded meetings and the accompanying agendas posted within 24 hours on the NSAC's website; • Post links between agenda items and their video discussion; • Storage of recorded videos for up to 6 months; The City agrees to provide the following: • Provide the NSAC with monthly schedule of all live meetings to be streamed and/or encoded for posting on the NSAC's website; • Notify the NSAC as soon as possible of the cancellation of a live event, including city meeting, which is scheduled for playback, of any change in the day or beginning time of any live event, including city meeting, or of any additions of special meeting to the schedule; • Provide NSAC with the name and telephone number for a main contact of the cablecast. • Chapter marking information on the agenda will be provided by the City for meetings not utilizing the NSAC's municipal producers.	\$5,671 per year	\$5,671 per year
<u>Equipment Monitoring Cost Share:</u> The NSAC agrees to provide the following: • 11 IP based devices monitoring to ensure equipment is operating effectively, and reduce breakage. This is an even cost share with the JPA. \$9.75 Monthly	\$117 per year	\$117 per year
<u>Social Media Coordination- Lite:</u> The NSAC agrees to provide the following: • 3 Custom-made posts per week. • A content execution calendar with up to 12 planned posts/month, w/creative content. • Quarterly analytics The City agrees to provide the following: A monthly newsletter and items of upcoming interest.		-
<u>Neighborhood Network Services:</u> The NSAC agrees to provide the following: • Produce at least 3 videos a year for the City, at discretion of the NSAC; plus Parade • Cablecast, web stream, and distribute via link to the City the final product; • Storage of recorded videos for up to 6 months. The City agrees to provide the following: • Submit to the NSAC monthly production requests.	Introductory rate of \$1 per year	\$1
<u>Cassandar Web Streaming Platform:</u> The NSAC agrees to provide the following: • Custom made landing page with a proprietary platform, branded with city logo and colors to play live and store archived video content; • Ability to index, chapterize, and upload packets alongside meetings; • Hosting and maintenance of the platform and site. Dedicated messaging system from constituents to assigned email to answer questions from the public. Password protection options	\$3,400 per year value	Included in JPA Membership
• Total		

FUTURE MEETING AGENDA HIGHLIGHTS

November 6, 2023

November 27, 2023 City Council Meeting

- Public Hearing for City Budget and Levy
- Public Hearings for Multiple Right-of-Way Vacations
- Receive Envision Roseville Final Report
- Consider RAYHA request to Amend Chapter 304: Lawful Gambling

December 4, 2023 City Council Meeting

- Approve the 2024 Final Budget and Levy
- Approve 2024 Fee Schedule
- Approve 2024 Utility Rates
- Short Term Rental Regulations Discussion
- HRIEC Discussion on City Proclamations
- Discuss 2024 Legislative Priorities

Future Agenda Review - Longer Term Initiatives

11/2/2023

(items that likely require council discussion/action)

Item	Initiated By	Target Date	Status/Notes
Hotel Licensing	Staff/Council	1st qtr '24	
RFP for strategic planning	Staff/Council	1st qtr '24	(City Manager goal item)
Rooster Regulations	Council	1st qtr '24	Staff will review for changes in code
Commission scope/duties/functions implementation	Etten/Council	1st qtr '24	
Update SREAP with new goals/objectives	Staff/Council	1st qtr '24	(City Manager goal item)
Strategic planning	Staff/Council	2nd 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			
Adopt final budget, levy, utility rates, & fees	Staff/Council	Dec '23	(budget calendar item)